



**Agenda
City of Cocoa
Regular Meeting**

**July 8, 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 July 8, 2025.
2. Minutes: Regular Meeting of April 22, 2025.

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. Approve a Task Order Amendment in the amount of \$11,300 for the additional work approved through Amendment #1 of Grant 24PLN48.
2. Approve the Reimbursement of UpStart Cocoa Expenses prior to executing agreements and Revision of Trekalla's Approved Budget
3. Acknowledge the emergency purchase, PO# 83583 and 83579, for the costs to repair and replace the blowers at the Sellers water treatment plant as well

as approve BAF 25-068-T to move funds to cover the rental of a temporary blower to ensure no disruption to productivity while repairs are made.

4. Approval of a street closure outside the CBD
5. PZ 25-02800001 Michael C. Blake Subdivision – Lennar Homes Development Agreement for Affordable Housing and Purchase and Sale Agreement (Amended and Restated)
6. Approve entering into a Locally Funded Agreement (LFA) with the Florida Department of Transportation (FDOT) for Design for Widening of State Road 524 (FPM 437983-1-32). Approve a Resolution Amending the FY25 Budget, BAF 25-073-A for the LFA. Authorize the City Manager to Execute and Administer the LFA Agreement.
7. Approve modification to the Fiske & Broadmoor Roadway and Drainage Improvements construction contract with Cathcart Construction Company to partially release retainage early.
8. Approve, as recommended, the proposed Fiscal Year 2026 benefit renewal medical, dental, life, and disability insurance; and to authorize the City Manager to sign related agreements.
9. Request approval of the revised FY 2025 Pay Plan.
10. Approve the Purchase of a Heavy Duty Mohawk 4-Post Drive-on Vehicle Lift with Accessory using Sourcewell Contract #121223-MRL. Approve a Resolution Amending the FY25 Budget, BAF#25-057-IFT, for the amount of \$63,608.
11. Approve the Danus Utilities, Inc. Proposals for Lift Station Rehabilitation Services Utilizing the City of Clermont Agreement No. 2023-71 Effective August 8, 2023 through August 7, 2026; To Authorize a Budgeted Expenditure for these Services not to Exceed \$325,541
12. Approve the Purchase with Hydra Service, Inc., Debary, Florida for the Systematic Replacement of Lift Station Pumps, Project No. WS1141, Utilizing the Orange County Contract No. Y21-170-MV effective August 1, 2021 through July 31, 2024, Renewed through July 31, 2025; and To Authorize a Budgeted Expenditure for these Services not to Exceed \$143,136
13. To Approve a Purchase Order and Agreement with Hamilton Roofing, LLC for a new roof system on Wewahootee WG, Dyal WTP Admin Building, and Dyal WTP Dewatering Building; piggybacking a Brevard County Continuing Roofing Contracting Services contract, RFQ 6-22-13, Effective May 12, 2023 through May 12, 2026; To Approve a Resolution Authorizing the City Manager to Approve and Execute Change Orders in an Amount Not to Exceed \$28,555.50

(10% of the Contract Amount) for a Total Combined Project Cost of \$314,110.50.

VI. Public Hearings:

1. Request to Postpone First Reading FCOD Comp Plan Amendment
2. Request to Postpone First Reading of Ordinance 02-2025 Creating Four Corners Overlay District.
3. Request to Postpone 2nd Reading of CDBG and HOME funding and the City's Action Plan to July 22, 2025, to preserve the ad.
4. Consideration of Resolution 2025-041 Approving the Cirrus Outparcel Lot Split
5. Conduct a Public Hearing to review the affordable housing real property inventory list and approve a Resolution identifying certain real property within the City to which the City holds fee simple title that is appropriate for permanent affordable housing and approve the process for which the disposal of real property will be administered by the City.
6. First Reading of Ordinance 04-2025 Alcoholic Beverage Ordinance Amendment
7. First Reading of Ordinance 06-2025, Amending the City Code Regarding Code Enforcement Board Jurisdiction and Duties regarding Noise and Excavation Violations, and Code Enforcement Lien Reduction Requests.

VII. Council Business:

1. Consider the Appointment of Margaret Goudelock to Fill One of the Three Vacancies on the Board of Adjustment.
2. The applicant, Floor Suppliers Inc. (Shiua Roopnarie), is requesting a reduction of the current Code Enforcement lien of \$60,520.00, at the property of 1050 West King St. be reduced to the amount of \$10,000.
3. The applicant (Patricia Ahneman) is requesting a reduction of the current Code Enforcement lien of \$149,945.00 at the property located at 1001 N. Indian River Dr. be reduced to the amount of zero.
4. The applicant (Deborah Raskett) is requesting a reduction of the current Code Enforcement lien of \$5,400.00 at the property located at 49 Parkway St. be reduced to the amount of zero.
5. The applicant (Allen Condominium Association) is requesting a reduction of the current Code Enforcement lien of \$331,270.00 at the property of 1723 Dixon Blvd., be reduced to the amount of the City's cost.

6. Approve an Agreement between the City of Cocoa and the Diamond Square Community Redevelopment Agency to allow the CRA Agency to solicit redevelopment proposals for properties located on Rosa L. Jones. Authorize the Mayor to execute the Agreement.
7. Museum Discussion

VIII. City Business:

1. Council approval is requested to authorize the acceptance of a donation consisting of a 2008 Edgewater Power Boat 205CC motor, with an attached Suzuki 250-horsepower 4-stroke motor, with an estimated fair market value of \$21,640, along with an accompanying boat trailer valued at \$1,055. Approve a Resolution Amending the FY25 Budget, BAF# 25-071-A.
2. Approval of a MOU between the City of Cocoa and Brightline for the Cocoa Multi-modal Passenger Rail Station.

IX. Informational Agenda:

1. Bi-Weekly Report for June 5, 2025-July 2, 2025.

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>

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

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

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

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

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

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

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

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

CITY COUNCIL AGENDA ITEM

Memo Date: May 7, 2025
Agenda Date: July 8, 2025
File ID: 2025-444
Prepared By: Breanna Earley, Assistant City Clerk
Through: Monica Arsenault, City Clerk
Requested Action: Approve the agenda for the May 27, 2025 Regular City Council meeting as written or with amendments.

BACKGROUND:

N/A

PRIORITY AREA CONNECTION:

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approve the agenda for the May 27, 2025 Regular City Council meeting as written or with amendments.



**Agenda
City of Cocoa
Regular Meeting**

**July 8, 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 July 8, 2025. (2025-444)
2. Minutes: Regular Meeting of April 22, 2025. (2025-445)

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. Approve a Task Order Amendment in the amount of \$11,300 for the additional work approved through Amendment #1 of Grant 24PLN48. (2025-517)
(Community Services Director)

2. Approve the Reimbursement of UpStart Cocoa Expenses prior to executed agreements and Revision of Trekalla's Approved Budget. (2025-547) (Communication and Economic Development Director)
3. Acknowledge the emergency purchase, PO# 83583 and 83579, for the costs to repair and replace the blowers at the Sellers water treatment plant as well as approve BAF 25-068-T to move funds to cover the rental of a temporary blower to ensure no disruption to productivity while repairs are made. (2025-549) (Utilities Director)
4. Approval of a street closure outside the CBD. (2025-551) (Communication and Economic Development Director)
5. PZ 25-02800001 Michael C. Blake Subdivision – Lennar Homes Development Agreement for Affordable Housing and Purchase and Sale Agreement (Amended and Restated). (2025-554) (City Manager)
6. Approve entering into a Locally Funded Agreement (LFA) with the Florida Department of Transportation (FDOT) for Design for Widening of State Road 524 (FPM 437983-1-32). Approve a Resolution Amending the FY25 Budget, BAF 25-073-A for the LFA. Authorize the City Manager to Execute and Administer the LFA Agreement. (2025-581) (Public Works Director)
7. Approve modification to the Fiske & Broadmoor Roadway and Drainage Improvements construction contract with Cathcart Construction Company to partially release retainage early. (2025-582) (Public Works Director)
8. Approve, as recommended, the proposed Fiscal Year 2026 benefit renewal medical, dental, life, and disability insurance; and to authorize the City Manager to sign related agreements. (2025-585) (HR Director)
9. Request approval of the revised FY 2025 Pay Plan. (2025-598) (HR Director)
10. Approve the Purchase of a Heavy Duty Mohawk 4-Post Drive-on Vehicle Lift with Accessory using Sourcewell Contract #121223-MRL. Approve a Resolution Amending the FY25 Budget, BAF#25-057-IFT, for the amount of \$63,608. (2025-605) (Public Works Director)
11. Approve the Danus Utilities, Inc. Proposals for Lift Station Rehabilitation Services Utilizing the City of Clermont Agreement No. 2023-71 Effective August 8, 2023 through August 7, 2026; To Authorize a Budgeted Expenditure for these Services not to Exceed \$325,54. (2025-493) (Utilities Director)
12. Approve the Purchase with Hydra Service, Inc., Debary, Florida for the Systematic Replacement of Lift Station Pumps, Project No. WS1141, Utilizing the Orange County Contract No. Y21-170-MV effective August 1, 2021 through July 31, 2024, Renewed through July 31, 2025; and To Authorize a Budgeted

Expenditure for these Services not to Exceed \$143,136. (2025-550) (Utilities Director)

13. To Approve a Purchase Order and Agreement with Hamilton Roofing, LLC for a new roof system on Wewahootee WG, Dyal WTP Admin Building, and Dyal WTP Dewatering Building; piggybacking a Brevard County Continuing Roofing Contracting Services contract, RFQ 6-22-13, Effective May 12, 2023 through May 12, 2026; To Approve a Resolution Authorizing the City Manager to Approve and Execute Change Orders in an Amount Not to Exceed \$28,555.50 (10% of the Contract Amount) for a Total Combined Project Cost of \$314,110.50. (2025-580) (Utilities Director)

VI. Public Hearings:

1. Request to Postpone First Reading FCOD Comp Plan Amendment. (2025-384) (City Manager)
2. Request to Postpone First Reading of Ordinance 02-2025 Creating Four Corners Overlay District. (2025-385) (City Manager)
3. Request to Postpone 2nd Reading of CDBG and HOME funding and the City's Action Plan to July 22, 2025, to preserve the ad. (2025-612) (City Manager)
4. Consideration of Resolution 2025-041 Approving the Cirrus Outparcel Lot Split. (2025-609) (City Manager)
5. Conduct a Public Hearing to review the affordable housing real property inventory list and approve a Resolution identifying certain real property within the City to which the City holds fee simple title that is appropriate for permanent affordable housing and approve the process for which the disposal of real property will be administered by the City. (2025-40) (Community Services Director)
6. First Reading of Ordinance 04-2025 Alcoholic Beverage Ordinance Amendment. (2025-553) (City Manager)
7. First Reading of Ordinance 06-2025, Amending the City Code Regarding Code Enforcement Board Jurisdiction and Duties regarding Noise and Excavation Violations, and Code Enforcement Lien Reduction Requests. (2025-610) (City Manager)

VII. Council Business:

1. Consider the Appointment of Margaret Goudelock to Fill One of the Three Vacancies on the Board of Adjustment. (2025-583) (City Clerk)
2. The applicant, Floor Suppliers Inc. (Shiua Roopnarie), is requesting a reduction of the current Code Enforcement lien of \$60,520.00, at the property of 1050

West King St. be reduced to the amount of \$10,000. (2025-586) (Community Services Director)

3. The applicant (Patricia Ahneman) is requesting a reduction of the current Code Enforcement lien of \$149,945.00 at the property located at 1001 N. Indian River Dr. be reduced to the amount of zero. (2025-587) (Community Services Director)
4. The applicant (Deborah Raskett) is requesting a reduction of the current Code Enforcement lien of \$5,400.00 at the property located at 49 Parkway St. be reduced to the amount of zero. (2025-588) (Community Services Director)
5. The applicant (Allen Condominium Association) is requesting a reduction of the current Code Enforcement lien of \$331,270.00 at the property of 1723 Dixon Blvd., be reduced to the amount of the City's cost. (2025-592) (Community Services Director)
6. Approve an Agreement between the City of Cocoa and the Diamond Square Community Redevelopment Agency to allow the CRA Agency to solicit redevelopment proposals for properties located on Rosa L. Jones. Authorize the Mayor to execute the Agreement. (2025-214) (Community Services Director)
7. Museum Discussion (2025-608) (City Manager)

VIII. City Business:

1. Council approval is requested to authorize the acceptance of a donation consisting of a 2008 Edgewater Power Boat 205CC motor, with an attached Suzuki 250-horsepower 4-stroke motor, with an estimated fair market value of \$21,640, along with an accompanying boat trailer valued at \$1,055. Approve a Resolution Amending the FY25 Budget, BAF# 25-071-A. (2025-552) (Finance Director)
2. Approval of a MOU between the City of Cocoa and Brightline for the Cocoa Multi-modal Passenger Rail Station. (2025-589) (City Manager)

IX. Informational Agenda:

1. Bi-Weekly Report for June 5, 2025-July 2, 2025. (2025-617) (City Clerk)

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://cocoafl.gov/291/City-Meetings> or
2. <https://www.youtube.com/@CityofCocoaFlorida/streams>

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

Interested persons may submit their written comments or questions regarding the meeting prior to the meeting through email at cityclerk@cocoafl.gov. 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: May 7, 2025
Agenda Date: July 8, 2025
File ID: 2025-445
Prepared By: Monica Arsenault, City Clerk
Through: Monica Arsenault, City Clerk
Requested Action: Approve the April 22, 2025 Regular City Council meeting minutes as written or with amendments.

BACKGROUND:

N/A

PRIORITY AREA CONNECTION:

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approve the April 22, 2025 Regular City Council meeting minutes as written or with amendments.

MINUTES
City of Cocoa
Regular Meeting of The City Council

April 22, 2025

A Regular City Council Meeting was held on Tuesday, April 22, 2025, 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.

Councilmember Hearn provided the invocation, and Cocoa Firefighters led the assembly in the Pledge of Allegiance.

The City Clerk took the roll.

PRESENT:	Michael C. Blake	Mayor
	Patricia Weeks	Deputy Mayor
	Alex Goins	Councilmember
	Lavander Hearn	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; Jonathan Lamm, Fire Chief; Evander Collier, Police Chief; Jack Walsh, Utilities Director; Samantha Senger, Communications and Economic Development Director; Tammy Gemmati,

Administrative Services Director; Mitchell Lawyer, Systems & Support Manager; and Megan Crutcher, Helpdesk Support Tech.

II. Approval of Agenda and Minutes:

1. Agenda: Regular Meeting of April 22, 2025. (2025-256).

- * **MOTION by Mayor Blake to approve the agenda for the Regular City Council meeting of April 22, 2025 with an amendment to move Council Business item VII.1 to Awards and Presentations.**

Councilmember Koss offered to Second the motion but to add an amendment to move Consent item V.2 to City Business VIII.3 as well.

- * **MOTION by Councilmember Koss; Seconded by Deputy Mayor Weeks to approve the agenda for the Regular City Council meeting of April 22, 2025 with amendments to move Council Business item VII.1 to Awards and Presentations and Consent item V.2 to City Business VIII.3.**

THE VOTE ON THE MOTION WAS:

AYES: Weeks, Koss

NAYES: Blake, Goins, Hearn

THE MOTION CARRIED (2-3)

- * **MOTION by Mayor Blake; Seconded by Councilmember Goins to approve the agenda for the Regular City Council meeting of April 22, 2025 with an amendment to move Council Business item VII.1 to Awards and Presentations.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Minutes: (a) Regular Meeting of February 25, 2025. (2025-257).

- * **MOTION by Deputy Mayor Weeks; Seconded by Councilmember Hearn to approve the minutes for the Regular City Council meeting of February 25, 2025 as written.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

III. Awards and Presentations:

1. Recognize the 2024/25 Citizens Academy Graduates. (2025-349). (Comm. & Economic Development Director)

Ms. Jaime Brauderick provided a short presentation of pictures from the ten sessions of the latest Cocoa Citizen's Academy. She awarded the participants with certificates for the completion of the program.

2. Presentation on the Marine Resources Council by Dr. Laura Wilson. (2025-357). (Dr. Laura Wilson)

Dr. Wilson and Chris Bogdan gave a brief presentation on the Marine Resource Council and shared some information on what they do and what they are trying to achieve.

3. Presentation and adoption of the Cocoa Fire Strategic Plan by the Center of Public Safety. (2025-234). (Fire Chief)

Mr. Brian Dean, Center of Public Safety, gave a brief presentation on the Cocoa Fire Strategic Plan.

- * **MOTION by Councilmember Hearn; Seconded by Deputy Mayor Weeks to approve the Fire Strategic Plan.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

IV. Delegations:

Shameka Adams, 405 Blake Ave., Cocoa, shared that she is a homeowner near the Michael C. Blake subdivision and will be directly affected by the two-story homes that are being built around her home. She has some concerns about her privacy and would like to collaborate with staff to address these concerns. Additionally, she feels that she is blocked in and would like the subdivision plans to be revised to build less houses.

Aleck Greenwood, 640 Brevard Ave., Cocoa, talked about the Commercial Property Group and shared they are seeking an update on Waste Management since their

contract is coming up. In response, City Manager Whitten shared that their contract isn't up until 2027, however if he has a list of specific addresses that need to be looked at, he can turn that list in to staff.

V. Consent Agenda:

1. Approve a Resolution Amending the FY 2025 Budget, BAF 25-049-A, to Recognize the Donation of a 10.9 Acre Conservation Easement Parcel ID #24- 35-23-00-29 and .59 acres on parcel ID #24-35-23-00-775 from Allegra at Cocoa LLC and Capitalize the Land. (2025-323). (Finance Director)
 2. Approve a Resolution Amending the FY25 Budget, BAF 25-054-A, through the use of the FY24 Assigned Fund Balance Paving, in the amount of \$500,000, and Authorize expenditure to resurface various City streets in the amount of \$709,317 with V.A. Paving, using an existing piggy-back contract with Brevard County B-6-23-70 Paving Services. Approve a Contingency Resolution in the amount of \$20,000. Authorize the City Manager to issue the Purchase Order. Authorize the City Manager to issue Change Orders not to exceed \$20,000 for a maximum project cost of \$729,317. (2025-251). (Public Works Director)
 3. Request approval of the revised FY2025 Pay Plan. (2025-337). (Administrative Services Director)
 4. Approve Settlement Agreement in the case, City of Cocoa v. Brandes Design-Build Inc., et al., Case No. 2020-CA-030750, in the Circuit Court of the Eighteenth Judicial Circuit in and for Brevard County, Florida. (2025-363). (City Attorney)
 5. Approve a 3-year service agreement contract with Stryker Sales, LLC for ProCare LifePak and LUCAS field repair services based off of a Savvik buying group cooperative contract # RFB-2024-06. At an annual cost of \$14,657.40 for a total cost of \$43,972.20. (2025-233). (Fire Chief)
 6. To Approve Participation in a Cooperative Purchase Agreement Utilizing the Racine County, Wisconsin, OMNIA Partners/Trane Contract #3341 effective September 1, 2022 through August 31, 2027 to Purchase Two (2) 1.5-Ton HVAC Split Systems for Building 2, One (1) 2.5-Ton HVAC AC Split Systems for Building 7, One (1) 2.0-Ton HVAC AC Split Systems for Building 8, and Two (2) 2.5-Ton HVAC AC Split Systems for Building 12 at the Dyal Water Treatment Plant. (2025-299). (Utilities Director)
- * **MOTION by Deputy Mayor Weeks; Seconded by Councilmember Goins to approve the Consent agenda.**

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

1. PZ 25-02800001 Michael C. Blake Subdivision – Lennar Homes Development Agreement for Affordable Housing and Purchase and Sale Agreement. (2025-326). (Planner)

Ms. Webster provided a presentation¹ on the Michael C. Blake Subdivision, explaining the history of the project, the RFP process and the timeline so far. She talked about the zoning and future land use as well as the conceptual development plan².

City Manager Whitten also clarified some additional information regarding the project.

Mayor Blake opened the Hearing to the public.

Shameka Adams, 405 Blake Ave., Cocoa, reiterated her concerns about parking, particularly at the Harry T. Moore Center when they have their events. In response, Mayor Blake reassured Ms. Adams that he does not believe there will be any parking issues.

City Manager Whitten pointed out that the Land Acquisition Manager for Lennar is in attendance to answer any questions.

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

- * **MOTION by Mayor Blake; Seconded by Deputy Mayor Weeks to approve a Development Agreement for affordable housing and a Purchase and Sale Agreement in the Michael C. Blake Subdivision in Cocoa, Florida, situated in the Diamond Square Community Redevelopment area, affecting approximately 2.83 acres of city-owned property, located generally on Mango Avenue, Valencia Avenue, and Blake Avenue between Barbara Jenkins Street and Stone Street, for the development of seventeen (17) existing parcels of real property into thirty-two (32) affordable, single-family homes with lots not less than thirty-seven (37) feet in width and ninety-five (95) feet in depth.**

¹ Exhibit A: Michael C. Blake Subdivision Presentation

² Mayor Blake left the meeting at 7:30pm and returned at 7:34pm

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

2. Conduct a Public Hearing to obtain citizen input and comments on housing and community services needs and approve recommendations on the FY 2025-2026 CDBG and HOME program funding. (2025-352). (Community Services Director)

Ms. Neuterman provided a brief background and history of the item. She added that several representatives from some of the agencies are in attendance to talk about their programs.

Additionally, the total amount of funds requested was \$35,162 and the city will have approximately \$17,935.05 available to support public services. Based on a review of each agency's proposal and financial statements, the committee's recommendations are as follows:

Central Brevard Sharing Center - \$4,483.76
Family Promise of Brevard - \$4,483.77
Salvation Army DV Shelter - \$4,483.76
CDBG Section 108 Loan Program - \$77,718.55
CDBG Administration - 20% - \$23,913.40
City Staff Salaries - \$21,913.40
Fair Housing - \$1,000
Total CDBG Allocation - \$119,567

HOME Administration - 7.43%* Brevard County Staff Admin 2.57* - Total Admin 10%
City Staff Admin Salaries - \$4,823.86
HOME CHDO & Housing Set Aside - \$58,431.64
CHDO Housing Activity 15% Mandatory - \$9,738.61
Homebuyer Assistance - \$48,693.03
Total HOME Allocation - \$63,255.50

The speakers were: Tara Pagliarini with Family Promise of Brevard; Cindy Mitchell, Salvation Army Domestic Violence Center; and Tom Kammerdener, Aging Matters of Brevard.

Mayor Blake opened the Hearing to the public.

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

- * **MOTION by Councilmember Koss; Seconded by Deputy Mayor Weeks to approve the item with staff's recommendations.**

THE VOTE ON THE MOTION WAS:**AYES: Blake, Weeks, Goins, Hearn, Koss****THE MOTION CARRIED UNANIMOUSLY (5-0)****VII. Council Business:**

1. ~~Presentation and adoption of the Cocoa Fire Strategic Plan by the Center of Public Safety. (2025-234). (Fire Chief)~~ **Moved to Awards and Presentations item III.3.**
2. Approval of Letter to Owners in the J&K advising of Public Hearing for Mandatory Connection to Sewer Ordinance. (2025-328). (City Manager)

City Manager Whitten shared that Council has before them this evening, a copy of the drafted letter that staff would like to use to send to the homeowners that this project will affect. Additionally, staff has attached two examples of similar letters used by Brevard County for reference.

Ms. Senger elaborated on the purpose of the letter.

Councilmember Koss asked for clarification regarding a statement in the letter that reads "Once the main sewer line and individual laterals are installed, it will be the property owner's responsibility to contract with an approved plumber to connect their home to the sewer system and contact the proper authorities for the procedure to abandon your septic tank system."

In response, City Manager Whitten noted that within this statement he would strike out the word "approved" where it reads "approved plumber" so the statement would read "...property owner's responsibility to contract with a plumber to connect their home to the sewer system..."

Ms. Linda Dolphin, 2100 Indian River Dr., Cocoa, asked Council not to just rubber stamp their approval on items presented by staff but to carefully consider the details. These are major decisions that need to be made. While she was happy that Council agreed to move this project forward, she was shocked when they announced that homeowners will be charged one hundred percent of cost overruns.

Additionally, she would like Council to go out and pursue any applicable grants and direct the City Attorney to issue a formal legal opinion on whether the special assessment is legal.

Tammy Carter, 1809 Indian River Dr., Cocoa, spoke about deficits over the course of the last several years. She talked about inflation and her concerns regarding the project. She asked Council to carefully consider this project because this will affect many homes and families.

- * **MOTION by Councilmember Hearn; Seconded by Mayor Blake to approve the letter, with the recommended change advised by the City Manager, for discussion.**

Councilmember Koss mentioned that she agrees with a point made by Ms. Dolphin and feels it is important to obtain a legal opinion from the City Attorney.

In response, City Attorney Garganese provided clarification, however he advised that this item is specifically related to the draft letter that staff is presenting this evening. At a later date, an ordinance will be presented to the Council to lay out more of the details and a more robust conversation should be held at that time.

City Manager Whitten also offered to restructure the paragraph that discusses homeowner expenses and grant funding to provide clarification to homeowners.

- * **MOTION AMENDED by Councilmember Hearn; Seconded by Mayor Blake to approve the letter with the recommended changes advised by the City Manager.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

3. Request City Council to approve Resolution #2025-022, to waive competitive bidding requirements and approval to amend the current agreement between the City of Cocoa and Gehring Group, LLC for Employee Benefits Brokerage Services through June 2, 2025. To Approve participation in a Multi-Year Piggyback Agreement with RSC Insurance Brokerage, Inc. d/b/a Risk Strategies Company for continued benefit brokerage services utilizing the City of Tarpon Springs Agreement from June 3, 2025, to June 2, 2030, and any renewal terms of the agreement. Authorize the City Manager to execute the piggyback agreement, amendments and/or any renewal terms. (2025-273). (Administrative Services Director)

- * **MOTION by Mayor Blake; Seconded by Deputy Mayor Weeks to approve the item.**

THE VOTE ON THE MOTION WAS:**AYES: Blake, Weeks, Goins, Hearn, Koss****THE MOTION CARRIED UNANIMOUSLY (5-0)****VIII. City Business:**

1. Approve a Grant Application of \$1,800,000 ex post facto for the Nonpoint Source Management Grant for the Septic-to-Sewer Project on Indian River Drive. Authorize the City Manager to sign any documents related to the grant application. (2025-321). (City Manager)

City Manager Whitten shared that this item is to inform Council that an opportunity became available for staff to apply for a grant and staff took that opportunity and applied³.

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

THE VOTE ON THE MOTION WAS:**AYES: Weeks, Goins, Hearn, Koss****THE MOTION CARRIED UNANIMOUSLY (4-0)**

2. Council discussion and direction regarding the creation of a trailhead with parking located on SR524 for access to City Parcel ID: 24-35-24-00-1. (24-377). (City Manager)

City Manager Whitten provided a history and summary of the item and shared the following:

- The Management Plan with the Florida Communities Trust only covered two parcels which provide for a trailhead and parking located off Cox Road and through the Cocoa Bay subdivision.
- The original development agreement with Integra did provide for a trailhead and parking located off SR524 which would allow for access to the Conservation parcel acquired from Integra and the Cocoa Conservation Area parcels acquired through the Florida Communities Trust.

³ Mayor Blake left the meeting at 8:33pm and returned at 8:36pm

- The development agreement with Integra was amended to delete the original trailhead and parking concept located off SR524.
- The revised concept for a trailhead and parking located off SR524, absent further action, is not feasible at this time as part of the access easement is underwater and encompassed by the Integra pond.

City Manager Whitten shared that staff is offering the following potential options for the Council discussion and direction:

1. Direct staff to determine the cost and other necessary actions to construct a trailhead and parking off Cox Road.
2. Direct staff to approach Integra regarding (a) amending the existing 55-foot drainage easement to allow access to Cocoa City Parcel 24-35-24-00-1 instead of through the Access Easement, which also adjoins the Cocoa Conservation Area parcels; or (b) modifying their compensating storage to allow for fill to be placed in the Access Easement in order to construct an access road for the future parking lot and trailhead. Under either scenario under Option 2, the City would be building the trailhead and parking area within the area under the Conservation Easement with SJRWMD. The City may need some additional approval from the SJRWMD and modification of the Conservation Easement. In addition, the City would be responsible for additional wetland mitigation as a result of the functional losses of wetland, and Integra would be responsible for replacement mitigation costs associated with the loss of mitigative value of the Conservation Easement land as a result of the City's project.

- * **MOTION by Mayor Blake; Seconded by Councilmember Hearn to select Option 1, to direct staff to determine the cost and other necessary actions to construct a trailhead and parking off Cox Road, for discussion.**

Further discussion was held on the easement that is underwater as well as flood zones on the property. City Manager Whitten provided further information and clarification on Option 2, explaining why this option would be more complicated than Option 1.

Gregg Stoll, 2203 Salem Dr., Cocoa, spoke about the Conservation Area and talked about an incident that happened after the last hurricane. He shared a list of concerns as well, including ATVs traveling through that area as well as the bathrooms at the local pavilion that were shut down. He also talked about the responsibility of who will lock and unlock the gate.

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Hearn, Koss

NAYES: Goins

THE MOTION CARRIED (4-1)

IX. Informational Agenda:

1. 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. (2025-342). (Finance Director)
2. Data showing the relation between the estimated and actual income and expenses to date. (2025-343). (Finance Director)
3. FY 2025 March Budget Adjustment Report. (2025-344). (Finance Director)
4. Informational Only - The City of Cocoa's Open Board Vacancies. (2025-361). (City Clerk)
5. Bi-Weekly Report for April 4, 2025 - April 17, 2025. (2025-362). (City Manager)

X. Reports:

Chief Lamm shared that there is a County wide burn ban that was issued today by Brevard County. He asked Council to make a motion to direct staff and the City Manager to put together a Resolution to issue a burn ban until further notice.

- * **MOTION by Deputy Mayor Weeks; Seconded by Councilmember Koss to approve a Resolution issuing a burn ban until further notice.**

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

Councilmember Goins shared photos from recent events he attended.

Deputy Mayor Weeks shared that her Town Hall meeting will be held on Thursday, April 24th at the Cocoa library beginning at 6pm.

Councilmember Hearn talked about Orlando Health and would like, with Council's approval, to have a conversation with them to try and welcome an opportunity for them to build a hospital here.

Councilmember Koss provided a presentation to give an update on District 4.

XI. Adjournment:

- * MOTION by Deputy Mayor Weeks; Seconded by Councilmember Goins to adjourn the Regular meeting of April 22, 2025.**

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

The meeting adjourned at 9:51 p.m.

Michael C. Blake, Mayor

ATTEST:

Monica Arsenault, CMC, City Clerk

CITY COUNCIL MEETING

APRIL 22, 2025



Exhibit A

COCOA
FLORIDA



Michael C. Blake Subdivision Development Agreement

An agreement with Lennar Homes to design and construct affordable housing in the Michael C. Blake Subdivision in Cocoa, Florida, Diamond Square CRA, for potential homeowners classified as either very-low, low, or moderate-income persons as defined in F.S. Section 420.0004 and the U.S. Department of Housing and Urban Development, for the development of seventeen (17) existing parcels of real property into thirty-two (32) affordable, single-family homes.



Affordable Housing Definitions

COCOA
FLORIDA



Florida Statutes Section 420.0004:

Monthly rents or monthly mortgage payments including taxes, insurance, and utilities do not exceed 30 percent of that amount which represents the percentage of the median adjusted gross annual income for the households as indicated in [...] subsections (11), (12) or (17).

(11) **“Low-income persons”** means one or more natural persons or a family, the total annual adjusted gross household income of which does not exceed 80% of the median annual adjusted gross income for households within the state, or 80% of the median annual adjusted gross income for households within the metropolitan statistical area (MSA) or, if not within an MSA, within the county in which the person or family resides, whichever is greater.

(12) **“Moderate-income persons”** means one or more natural persons or a family, the total annual adjusted gross household income of which is less than 120% of the median annual adjusted gross income for households within the state, or 120% of the median annual adjusted gross income for households within the metropolitan statistical area (MSA) or, if not within an MSA, within the county in which the person or family resides, whichever is greater.

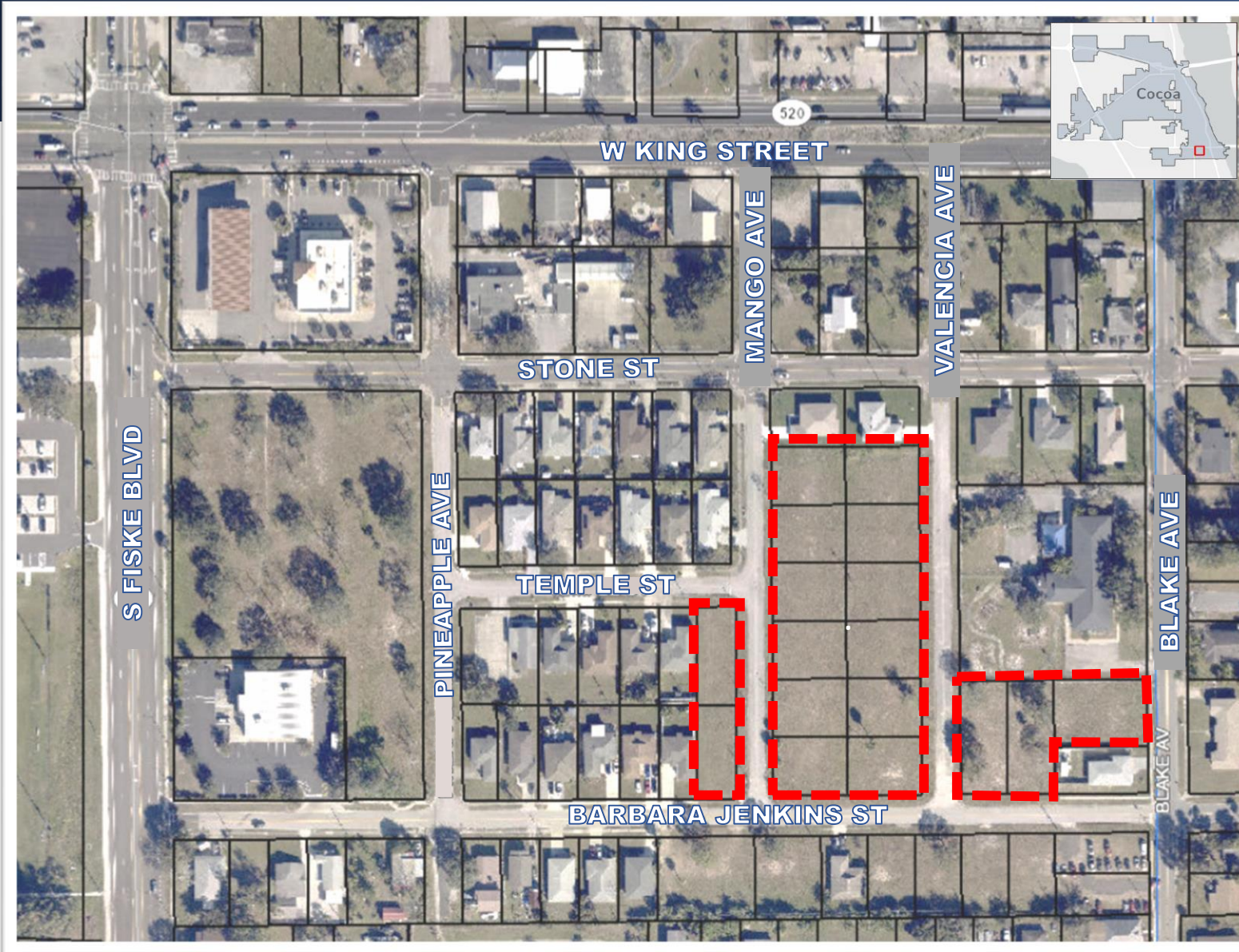
(17) **“Very-low-income persons”** means one or more natural persons or a family, not including students, the total annual adjusted gross household income of which does not exceed 50% of the median annual adjusted gross income for households within the state, or 50% of the median annual adjusted gross income for households within the metropolitan statistical area (MSA) or, if not within an MSA, within the county in which the person or family resides, whichever is greater.

U.S. Department of Housing and Urban Development:

Housing where the occupant pays no more than 30% of their income for gross housing costs, including utilities.

Location Map

COCOA
FLORIDA



Project Location:

Diamond Square RDA

Mango Ave, Valencia Ave, & Blake Ave

between

Barbara Jenkins St & Stone St

Request for Proposal History

COCOA
FLORIDA



- In 2016, The City
 - ❖ Acquired approximately 3.5 acres from the **Cocoa Housing Authority**
 - ❖ To develop affordable housing
- In 2018, **subdivided into Michael C. Blake subdivision.**
- September 2024, City published a **Request for Proposal** (RFP) with

Objectives

- ❖ High quality residential development - a **catalyst**
- ❖ Vibrant, sustainable **neighborhoods**
- ❖ Increase **Partnerships** with Housing Developers

Requirements

- ❖ Experienced and well-financed developer
- ❖ Capable of purchasing all identified lots to develop
- ❖ Construct affordable housing on all lots within a specified timeframe

Request for Proposal History

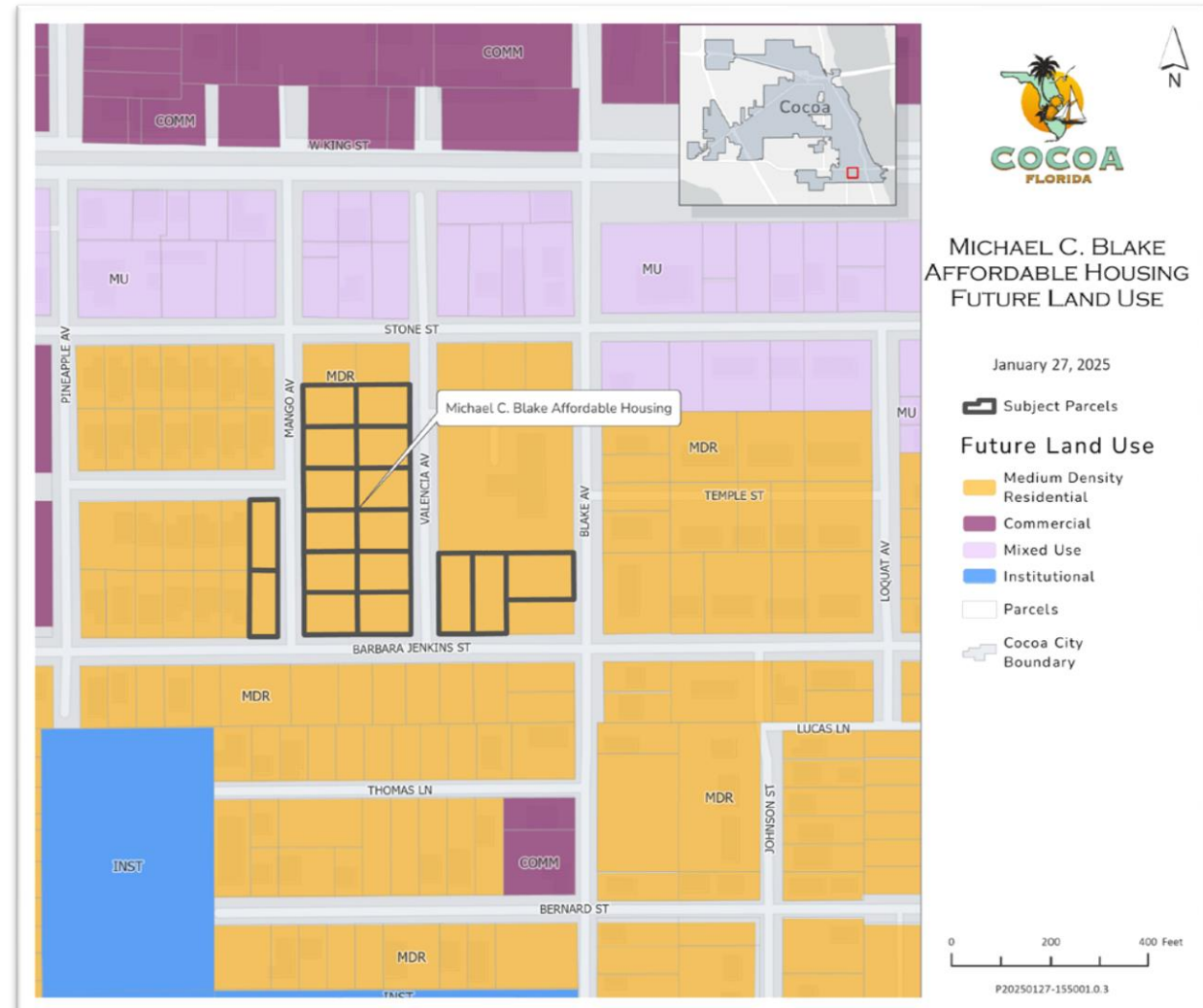
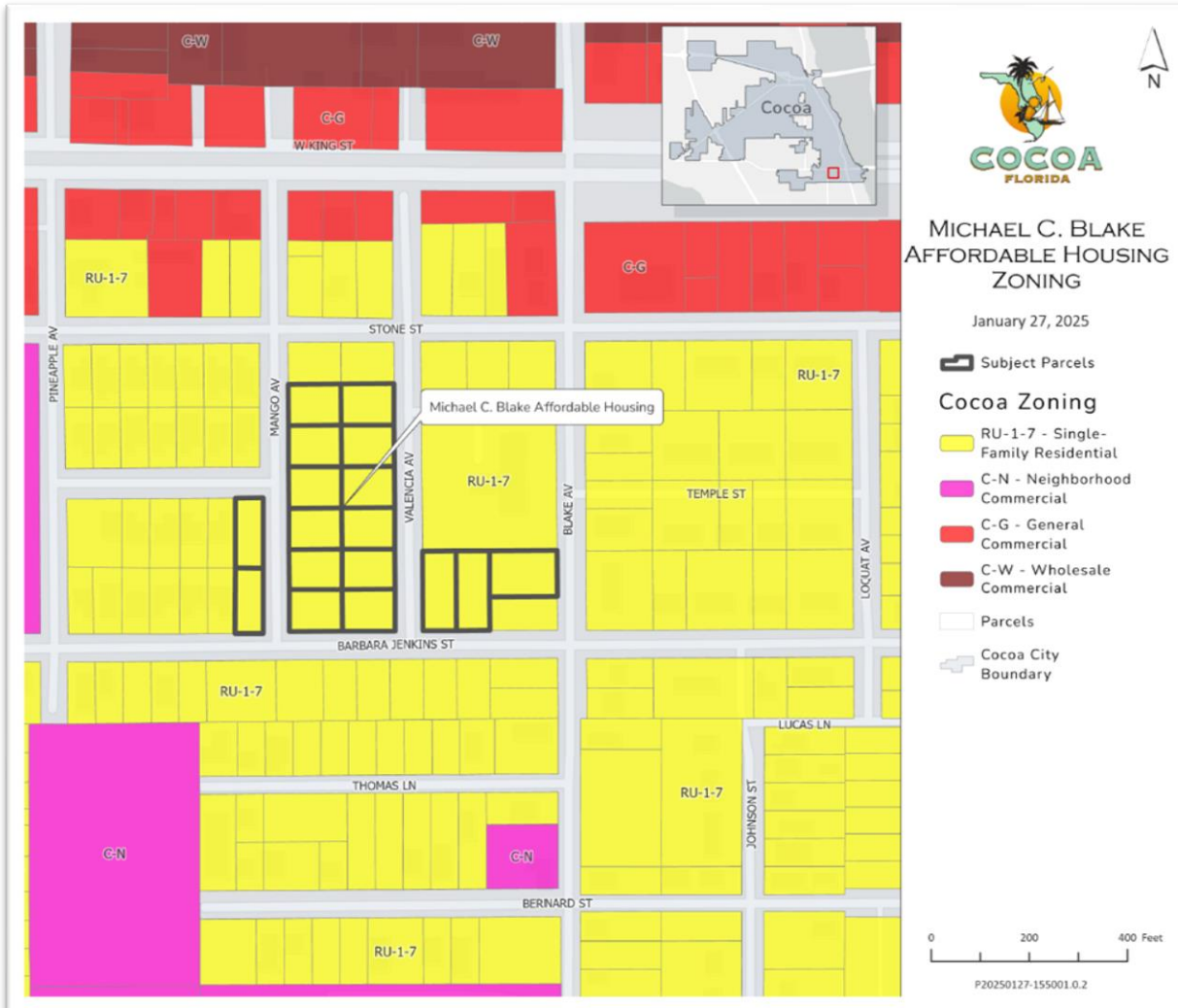
COCOA
FLORIDA



- October of 2024, **Lennar Homes** submitted a proposal to develop the Property:
 - ❖ **(32) Homesites**
 - ❖ **2-Story**
 - ❖ **16' Wide Homes**
 - ❖ **1,295 SF to approx. 1,700 SF**
 - ❖ **Sell as Affordable Housing, per HUD and Florida Statutes Section 420.0004**
- Lennar Homes was selected for **Development Agreement**

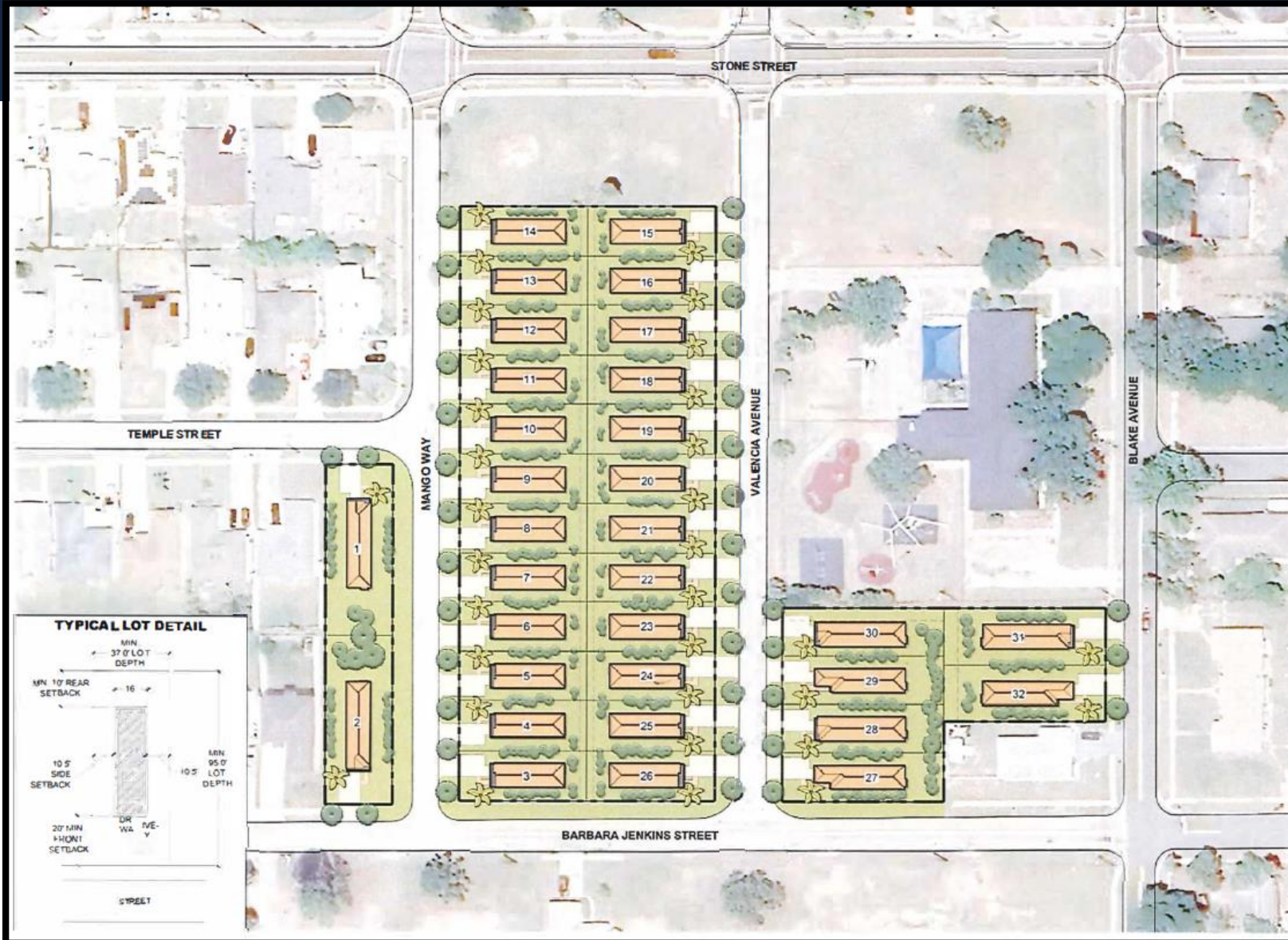
Zoning & Future Land Use

COCOA
FLORIDA



Conceptual Development Plan

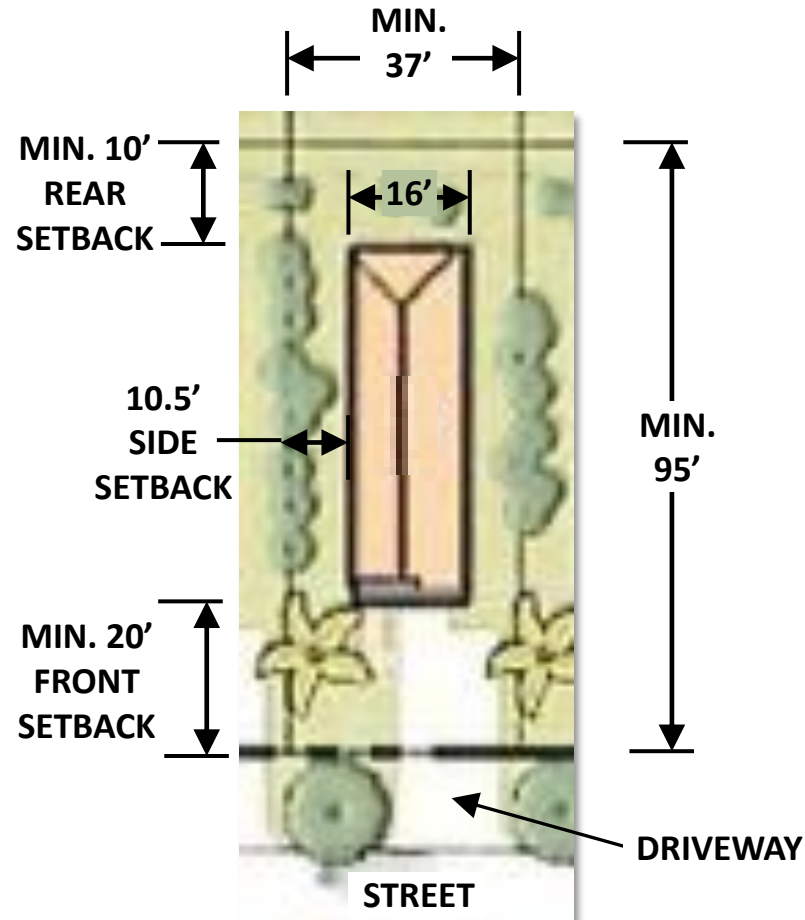
COCOA
FLORIDA



- ❖ 3 Floor Plans
- ❖ 9 Different Elevations
- ❖ 3 or 4 Bedrooms (2nd Floor)
- ❖ 2.5 Bathrooms
- ❖ 2-Stories
- ❖ 16' Wide Homes
- ❖ Possible 4th Floor Plan

Conceptual Development Plan Variances

COCOA
FLORIDA



TYPICAL LOT DETAIL

Variances Required

- A) Min. Lot size: 7,500 SF → 3,515 SF
- B) Min. Lot Width: 75' wide → 37' wide
- C) Min. Lot Depth: 100' deep → 95' deep
- D) Max. Lot Coverage 30% → 50%
(not to exceed max. impervious area of 70%)

Setbacks:

Min. 10' Rear Setback

Min. 20' Front Setback

10.5' Side Setback

Elevation – “Breeze”

COCOA
FLORIDA



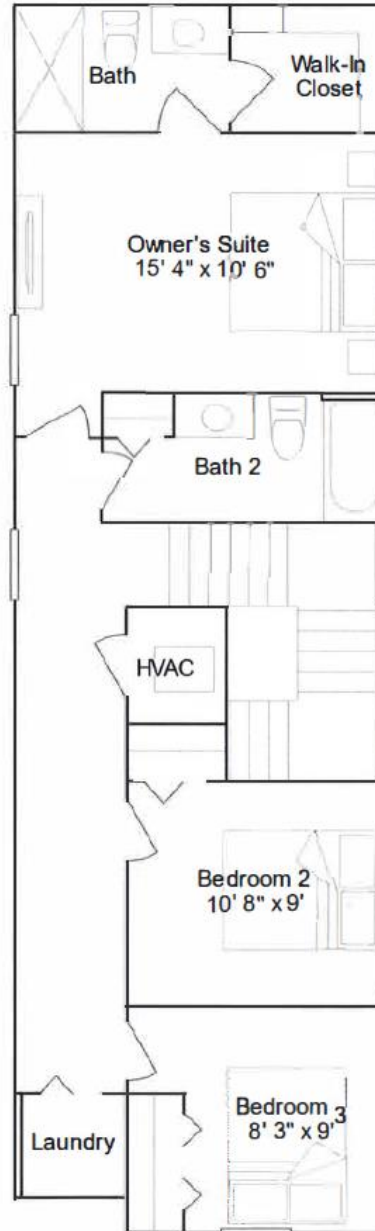
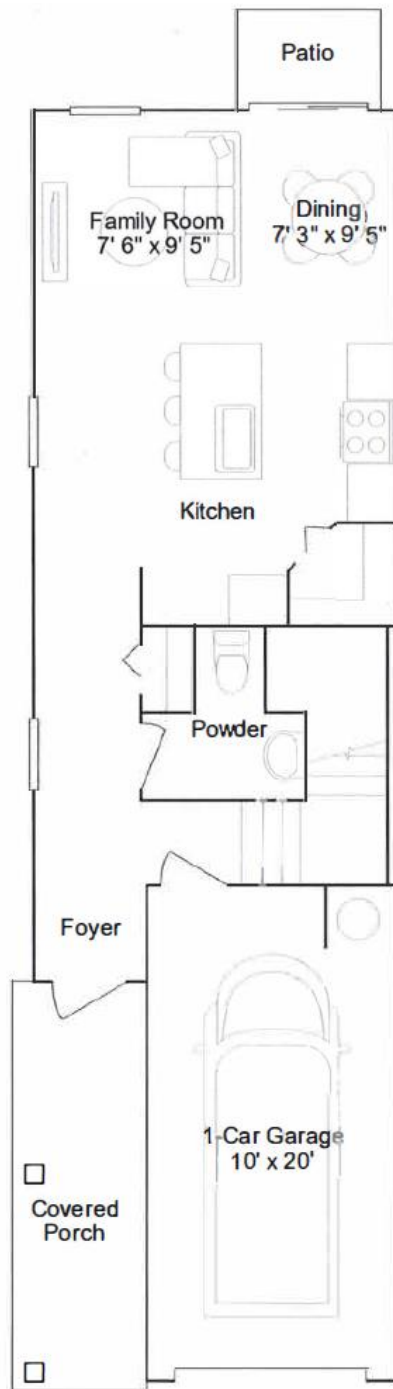
A



B



C



COCOA
FLORIDA



Floor Plan – “Breeze”

1,295 SF

3 BR

2.5 Bath

Elevation – “Cypress”

COCOA
FLORIDA



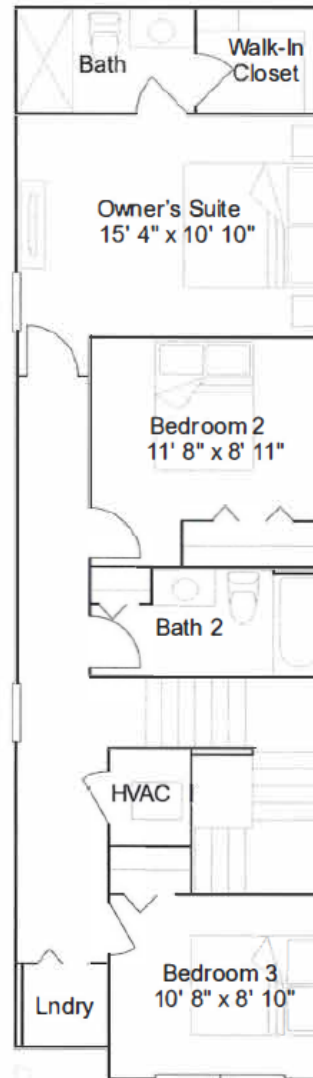
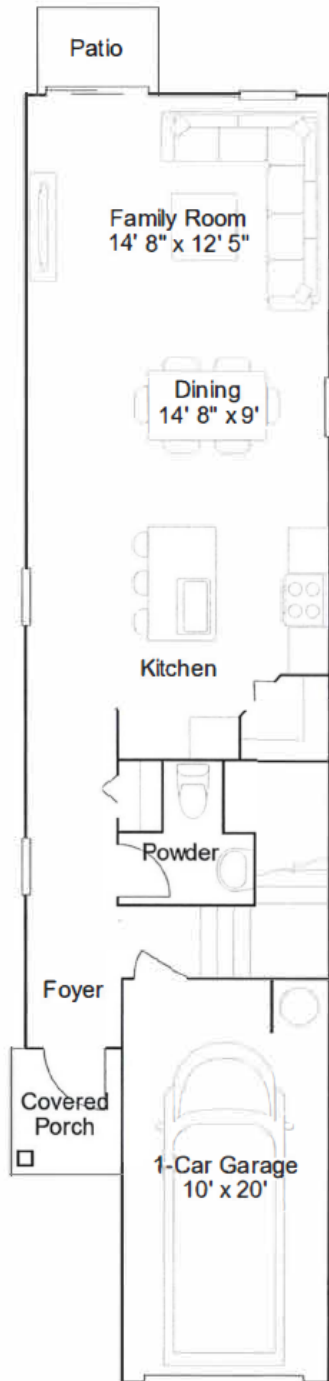
A



B



C



COCOA
FLORIDA



Floor Plan – “Cypress”

1,524 SF

3 BR

2.5 Bath

Elevation – “Element”

COCOA
FLORIDA



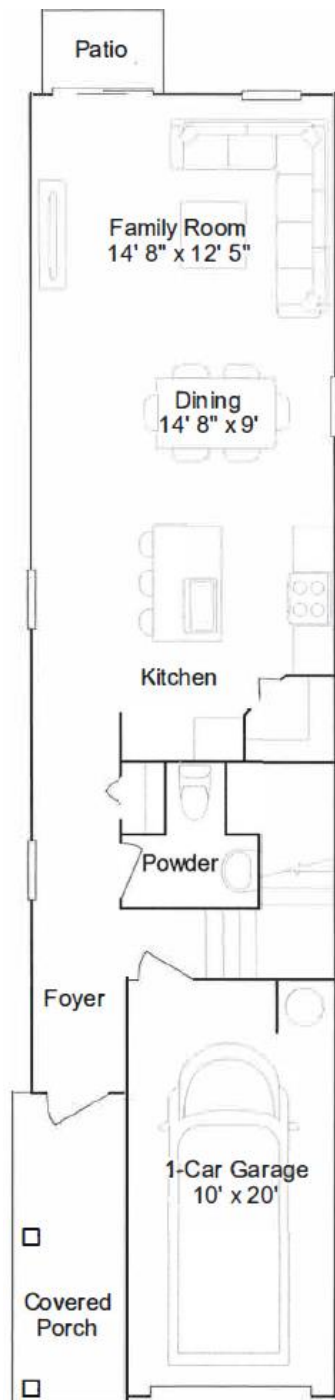
A



B



C



COCOA
FLORIDA



Floor Plan – “Element”

1,684 SF

4 BR

2.5 Bath

Elevation – “Belmont”

COCOA
FLORIDA



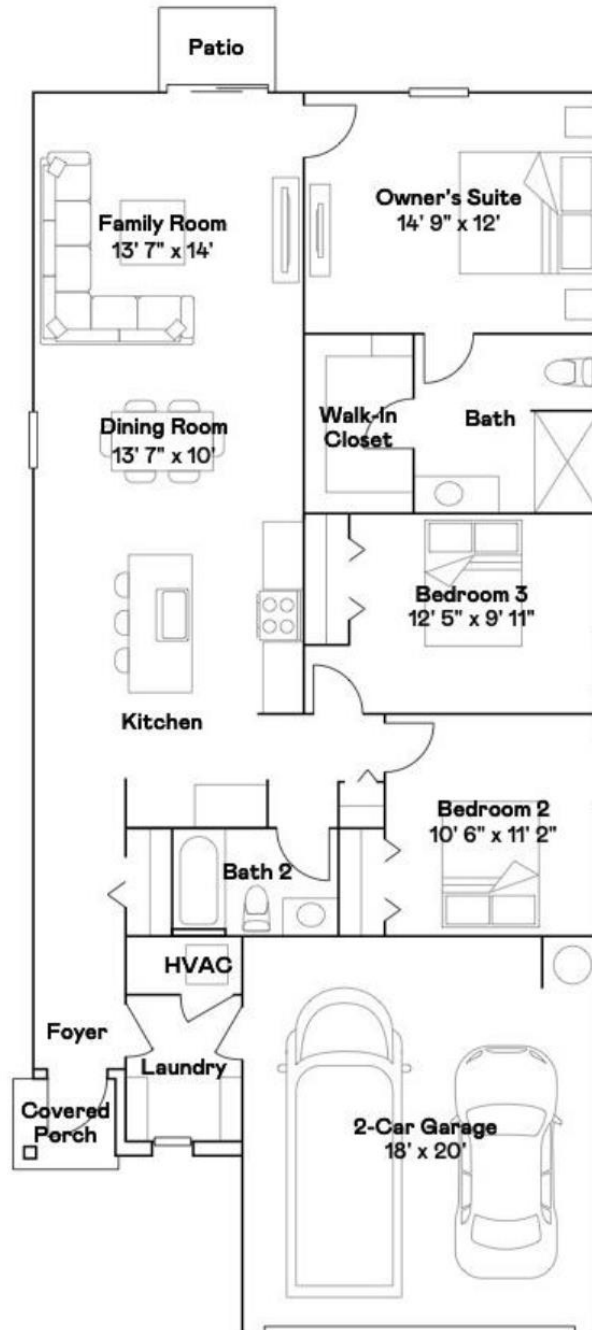
A



B



C



Floor Plan – “Belmont”

1,840 SF

3 BR

2 Bath

Requested Enhancements



- 1) Develop **affordable** single-family homes, as defined by HUD,
- 2) **Income-qualify all potential buyers** to ensure the purchasers are classified as very-low, low, or moderate income persons as defined in FS Section 420.0004,
- 3) Provide enhanced landscaping, fencing, and playground equipment for the **Harry T. Moore Center**, and
- 4) Incorporate the use of **energy efficient** building methods and materials in the new homes.

Consistency with Comprehensive Plan

COCOA
FLORIDA



The Development Agreement aligns with the goals, objectives, and policies of the City of Cocoa Comprehensive Plan's **Future Land Use Element** and **Housing Element**, as well as those of the Diamond Square Redevelopment Plan including:

FUTURE LAND USE ELEMENT

- **Objective 1.1.4: Redevelopment.**
- **Policy 1.1.4.1: Promoting vitality and redevelopment of the three Community Redevelopment Areas**

HOUSING ELEMENT

- **GOAL 3.1: Encouraging and Promoting the Provision of Decent, Safe, and Sanitary Housing**
- **Objective 3.1.1: Housing Supply.**
- **Objective 3.1.5: Energy Efficiency.**
- **Objective 3.1.6: Location of Housing** (provide appropriate locations for very-low, low-, and moderate-income housing)
- **Objective 3.3.1: Incentives for Affordable Housing.**
- **GOAL 3.7 and Objective 3.7.1: Infill Development.**

Previous and Recommended Action

COCOA
FLORIDA



- April 02, 2025, The Planning and Zoning Board voted unanimously to recommend that City Council **APPROVE** the Development Agreement for the Michael C. Blake Subdivision.

Therefore,

- Staff requests that City Council **APPROVE** this Development Agreement for affordable housing in the Michael C. Blake Subdivision in Cocoa, Florida, situated in the Diamond Square Community Redevelopment area, affecting approximately 2.83 acres of city-owned property, located generally on Mango Avenue, Valencia Avenue, and Blake Avenue between Barbara Jenkins Street and Stone Street, for the development of seventeen (17) existing parcels of real property into thirty-two (32) affordable, single-family homes with lots not less than thirty-seven (37) feet in width and ninety-five (95) feet in depth. The agreement establishes building elevations and floor plans for the future homes and describes development schedules and future permitting requirements.

THANK YOU
~ ~ ~
QUESTIONS?

COCOA
FLORIDA



CITY COUNCIL AGENDA ITEM

Memo Date: May 30, 2025
Agenda Date: July 8, 2025
File ID: 2025-517
Prepared By: Charlene Neuterman, Community Services Director
Through: Stockton Whitten, City Manager
Requested Action: Approve a Task Order Amendment in the amount of \$11,300 for the additional work approved through Amendment #1 of Grant 24PLN48.

BACKGROUND:

At the February 25, 2025 City Council meeting, a Budget Resolution amending the FY2025 budget and Grant Amendment #1 to Grant 24PLN48 for the Vulnerability Assessment in the amount of \$11,300 was approved by Council. This request provides the background documents necessary to complete the Task Order Amendment for EXP, US Services, Inc. to complete the grant deliverables for the Vulnerability Assessment Grant (GR2405). The Task Order Amendment for \$11,300 adds services to the grant project that includes one additional public meeting and a presentation before City Council on the Vulnerability Assessment Final document. This presentation is scheduled for the July 22, 2025 City Council meeting.

Staff is requesting approval of a Task Order Amendment in the amount of \$11,300 for services provided by EXP, US Services, Inc. for the Vulnerability Assessment Grant (GR2405) deliverables.

PRIORITY AREA CONNECTION:

Community Outreach and Engagement

BUDGETARY IMPACT:

Budgeted? Yes

BAF 2025-041-A approved at 2/25/25 City Council meeting

Source/Use of Funds

<u>Account Number</u>	<u>Amount</u>	<u>Project #</u>
-----------------------	---------------	------------------

001-3200-515.31-17	\$11,300	GR2405
--------------------	----------	--------

PREVIOUS ACTION:

2/25/25 City Council - approved the Grant Amendment #1 and Budget Resolution amending the FY 2025 budget.

RECOMMENDED MOTION:

Approve a Task Order Amendment in the amount of \$11,300 for the additional work approved through Amendment #1 of Grant 24PLN48.

**AMENDMENT NO. 1
TO AGREEMENT NO. 24PLN48
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
CITY OF COCOA**

This Amendment to Agreement No. 24PLN48 (Agreement), as previously amended, is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and City of Cocoa (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for City of Cocoa Comprehensive Vulnerability Assessment (Project), effective June 3, 2024 and,

WHEREAS, \$11,300 in additional funding for this Project is provided under Line Item 1707A of the 2021-2022 General Appropriations Act; and the total funding for this Agreement is now \$86,300; and,

WHEREAS, the reimbursement period for the additional funding provided under Line Item 1707A of the 2021-2022 General Appropriations Act begins on July 1, 2021; and,

WHEREAS, the Grantee has requested a revision to the scope of work for the Project; and,

WHEREAS, the Department has requested an update to Attachment 1, Attachment 3, and Attachment 5 following updates from the Office of the General Counsel and Resilient Florida Program; and,

WHEREAS, other changes to the Agreement are necessary.

NOW THEREFORE, the Department and Grantee hereby agree as follows:

1. Section 5. of the Standard Grant Agreement is hereby revised to the following:

Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
\$86,300	☒ State ☐ Federal	FY 23-24 GAA Line Item 1820	\$75,000
	☒ State ☐ Federal	FY 21-22 GAA Line Item 1707A	\$11,300
	☐ State ☐ Federal		
	☐ State ☐ Federal		
	☐ State ☐ Federal		
	☐ Grantee Match		
Total Amount of Funding + Grantee Match, if any:			\$86,300

2. Attachment 1-A, Revised Standard Terms and Conditions, is hereby deleted in its entirety and replaced with Attachment 1-B, Second Revised Standard Terms and Conditions. All references in the Agreement to Attachment 1-A shall hereinafter refer to Attachment 1-B, Second Revised Standard Terms and Conditions.

3. Attachment 3-A, Revised Grant Work Plan, is hereby deleted in its entirety and replaced with Attachment 3-B, Second Revised Grant Work Plan, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 3-A shall hereinafter refer to Attachment 3-B, Second Revised Grant Work Plan.
4. Attachment 5, Special Audit Requirements, is hereby deleted in its entirety and replaced with Attachment 5-A, Revised Special Audit Requirements, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment 5 shall hereinafter refer to Attachment 5-A, Revised Special Audit Requirements.
5. All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

The parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

CITY OF COCOA

FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By: _____
Authorized Representative or Designee

By: _____
Secretary or Designee

Stockton Whitten, City Manager
Print Name and Title

Alex Reed, Director
Print Name and Title

Date: _____

Date: _____

List of attachments/exhibits included as part of this Amendment:

Specify Type	Letter/ Number	Description
Attachment	1-B	Second Revised Standard Terms and Conditions (14 pages)
Attachment	3-B	Second Revised Grant Work Plan (5 pages)
Attachment	5-A	Revised Special Audit Requirements (6 pages)

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
SECOND REVISED STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1-B

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
 - i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
 - (1) an increase or decrease in the Agreement funding amount;
 - (2) a change in Grantee's match requirements;
 - (3) a change in the expiration date of the Agreement; and/or
 - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.A change order to this Agreement may be used when:
 - (1) task timelines within the current authorized Agreement period change;
 - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
 - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
 - (4) fund transfers between budget categories for the purposes of meeting match requirements.This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

Attachment 1-B

1 of 14

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.
- c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
 - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department

Attachment 1-B

2 of 14

does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: <https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.
- e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:
 - i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;
 - ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;
 - iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for invoice payments and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and
 - iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: <https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity>.
- f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:
 - i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.

Attachment 1-B

3 of 14

- ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

- h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: <https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates>.
- l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. For grants funded with federal funds, nonconsumable and/or nonexpendable personal property or equipment costing \$10,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in 2 CFR 200. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
 - i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-

Attachment 1-B

4 of 14

- price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
- ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.
 - e. Direct Purchase Equipment. For grants funded fully or in part with state funds, equipment is defined as capital outlay costing \$5,000 or more. For grants funded fully with federal funds, equipment is defined as capital outlay costing \$10,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
 - f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
 - g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
 - h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform

Attachment 1-B

5 of 14

that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant

Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first

arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

Attachment 1-B

8 of 14

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
 - i. Public Entity Crime. 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 Grantee, 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, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
 - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list 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.
 - iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
 - iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Development, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where

there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- c. All construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

- a. Signage Requirements
 - a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a “project funded by President Biden’s Bipartisan Infrastructure Law” or “project funded by President Biden’s Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: <https://www.epa.gov/invest/investing-america-signage>.
 - b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized

Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

- c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

29. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect,

general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

- e. **No Commingling of Funds.** The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
 - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
 - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Development at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee

is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Disclosure of Gifts from Foreign Sources.

If the value of the grant under this Agreement is \$100,000 or more, Grantee shall disclose to Department any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant, Grantee must also provide a copy of such disclosure to the Department of Financial Services.

41. Food Commodities.

To the extent authorized by federal law, the Department, its grantees, contractors and subcontractors shall give preference to food commodities grown or produced in this state when purchasing food commodities, including farm products as defined in section 823.14, F.S., of any class, variety, or use thereof in their natural state or as processed by a farm operation or processor for the purpose of marketing such product.

42. Anti-human Trafficking.

If the Grantee is a nongovernmental entity, the Grantee must provide the Department with an affidavit signed by an officer or a representative of the Grantee under penalty of perjury attesting that the Grantee does not use coercion for labor or services as defined in section 787.06, F.S.

43. Iron and Steel for Public Works Projects.

If this Agreement funds a “public works project” as defined in section 255.0993, F.S., or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be “produced in the United States,” as defined in section 255.0993, F.S. This requirement does not apply if the Department determines that any of the following circumstances apply to the Project:

- (1) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;
- (2) the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or
- (3) complying with this requirement is inconsistent with the public interest.

Further, this requirement does not prevent the Contractor’s minimal use of foreign steel and iron materials if:

- (1) such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and
- (2) the “cost” of such materials, as defined in section 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or \$2,500, whichever is greater.

Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.

This provision shall be applied in a manner consistent with and may not be construed to impair the state’s obligations under any international agreement.

44. Complete and Accurate information.

Grantee represents and warrants that all statements and information provided to DEP are current, complete, and accurate. This includes all statements and information in this Grant, as well as its Attachments and Exhibits.

45. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
SECOND REVISED GRANT WORK PLAN
AGREEMENT NO. 24PLN48**

ATTACHMENT 3-B

PROJECT TITLE: City of Cocoa Comprehensive Vulnerability Assessment

PROJECT LOCATION: The Project is located in the City of Cocoa, Florida in Brevard County, Florida.

PROJECT DESCRIPTION:

The City of Cocoa (Grantee) will complete the City of Cocoa Comprehensive Vulnerability Assessment Project (Project) to include a comprehensive Vulnerability Assessment (VA) pursuant to Section 380.093, Florida Statutes (F.S.). The Project will include public outreach and stakeholder engagement

TASKS AND DELIVERABLES:

Task 1: Identify Vulnerability Assessment Data Standards

Description: The Grantee will identify the data standards, to include the sea level rise scenarios and planning horizons, needed to perform the VA based on the requirements as defined in Section 380.093, F.S. The data standards must be pursuant to the requirements that are defined in s. 380.093, F.S., as of the date of beginning data collection efforts.

Deliverables: Prior to conducting the work for the Project, the Grantee will provide the following:

- **1.1:** The proposed data standards (sea level rise scenarios and planning horizons) to be used in the VA. **This is a no cost deliverable.**

Task 2: Kick Off Meeting

Description: The Grantee will develop an overall project management plan and address initial actions and then conduct a kick-off meeting for the project. Meeting attendees will discuss the project scope, project goals, schedule, key milestones, and deliverables in order to develop a consistent project approach.

Deliverables: The Grantee will provide the following:

- **2.1:** Meeting agenda to include location, date, and time of meeting;
- **2.2:** Meeting sign-in sheets or attendance records with attendee names and affiliation;
- **2.3:** A copy of the presentation(s) and any materials created for distribution at the meeting, as applicable; and
- **2.4:** Kick-off meeting minutes, which documents all decisions and agreed upon outcomes of the meeting.

Task 3: Public Outreach Meeting

Description: The Grantee will conduct a public outreach meeting during the project. The purpose of the meeting is to allow the public to provide input during the initial data collection stages, to include input on preferred methodologies, data for analyzing potential sea level rise impacts and/or flooding, guiding factors to consider, and critical assets important to the community. The Grantee will prepare all social media

notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

Deliverables: The Grantee will provide the following:

- **3.1:** Meeting agendas to include location, date, and time of meeting;
- **3.2:** Meeting sign-in sheets with attendee names and affiliation (i.e. local stakeholder, resident, , local government staff);
- **3.3:** A copy of the presentation(s) and any materials created in preparation of or for distribution at the meeting (i.e. social media posts, public announcements, graphics), as applicable;
- **3.4:** A copy of the file or weblink of the video or audio recording from the meeting, if applicable; and
- **3.5:** A summary report including attendee input and meeting outcomes.

Task 4: Acquire Background Data

Description: The Grantee will research and compile the data needed to perform the VA based on the requirements as defined in Section 380.093, F.S. Three main categories of data are required to perform a VA: 1) critical and regionally significant asset inventory, 2) topographic data, and 3) flood scenario-related data. GIS metadata should incorporate a layer for each of the four asset classes as defined in paragraphs 380.093(2)(a)1-4, F.S. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata. Sea level rise projection data shall include the 2017 National Oceanic and Atmospheric Administration (NOAA) intermediate-high and intermediate-low projections (or the projection(s) required by Section 380.093, F.S.) for 2040 and 2070 (or the planning horizons selected in consultation with the Department in the "Identify Vulnerability Assessment Data Standards" task) at a minimum. Other projections can be used at the Grantees discretion so long as additional scenarios do not require additional funds. Storm surge data used must be equal to or exceed the 100-year return period (1% annual chance) flood event. In the process of researching background data, the Grantee shall identify data gaps, where missing data or low-quality information may limit the VA's extent or reduce the accuracy of the results. The Grantee shall rectify any gaps of necessary data..

Deliverables: The Grantee will provide the following:

- **4.1:** A technical report to outline the data compiled and findings of the gap analysis;
- **4.2:** A summary report to include recommendations to address the identified data gaps and actions taken to rectify them, if applicable; and
- **4.3:** GIS files with appropriate metadata of the data compiled, to include locations of critical assets owned or maintained by the Grantee as well as regionally significant assets that are classified and as defined in paragraphs 380.093(2)(a)1-4, F.S.

Task 5: Exposure Analysis

Description: The Grantee will perform an exposure analysis to identify the depth of water caused by each sea level rise, storm surge, and/or flood scenario. The water surface depths (i.e. flood scenarios) used to evaluate assets shall include the following data: tidal flooding, current and future storm surge flooding, rainfall-induced flooding, and compound flooding, all as applicable, as well as the scenarios and standards used for the exposure analysis shall be pursuant to s. 380.093, F.S. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

Deliverables: The Grantee will provide the following:

DEP Agreement No.: 24PLN48

Page 2 of 6

- **5.1:** A draft VA report that provides details on the modeling process, type of models utilized, and resulting tables and maps illustrating flood depths for each flood scenario; and
- **5.2:** GIS files with results of the exposure analysis for each flood scenario as well as the appropriate metadata that identifies the methods used to create the flood layers.

Task 6: Sensitivity Analysis

Description: The Grantee will perform the sensitivity analysis to measure the impact of flooding on assets and to apply the data from the exposure analysis to the inventory of critical assets created in the Acquire Background Data Task. The sensitivity analysis should include an evaluation of the impact of flood severity on each asset class and at each flood scenario and assign a risk level based on percentages of land area inundated and number of critical assets affected.

Deliverables: The Grantee will provide the following:

- **6.1:** An updated draft VA report that provides details on the findings of the exposure analysis and the sensitivity analysis, and includes visual presentation of the data via maps and tables, based on the statutorily required scenarios and standards; and
- **6.2:** An initial list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset.

Task 7: Public Outreach Meeting #2

Description: The Grantee will conduct a second public outreach meeting during the project. The purpose of the meeting is to allow the public to provide input during the initial data collection stages, to include input on preferred methodologies, data for analyzing potential sea level rise impacts and/or flooding, guiding factors to consider, and critical assets important to the community. The Grantee will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

Deliverables: The Grantee will provide the following:

- **7.1:** Meeting agenda (including location, date, and time); a copy of the presentation, if applicable, and all materials created for the meeting; and a summary report or meeting minutes that includes the meeting purpose, stakeholder input, and outcomes.

Task 8: Final Vulnerability Assessment Report, Maps, and Tables

Description: The Grantee will finalize the VA report pursuant to the requirements in s. 380.093, F.S. The final VA must include all results from the exposure and sensitivity analyses, as well as a summary of identified risks. It should contain a list of critical and regionally significant assets that are impacted by flooding and sea-level rise, specifying for each asset the flood scenario(s) impacting the asset. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

Deliverables: The Grantee will provide the following:

- **8.1:** Final VA Report that provides details on the results and conclusions, including illustrations via maps and tables, based on the statutorily required scenarios and standards in s. 380.093, F.S.;

- **8.2:** A final list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset;
- **8.3:** All electronic mapping data used to illustrate flooding and sea level rise impacts identified in the VA, to include the geospatial data in an electronic file format and GIS metadata; and
- **8.4** A signed Vulnerability Assessment Compliance Checklist Certification.

Task 9: Public Presentation

Description: The Grantee will present the final VA results to local governing boards, technical committees, or other appropriate officers and elected officials. The purpose of the presentation is to share the findings from the final VA and provide recommendations of actions for adaptation strategies and future project funding. The presentation will also inform the public of the results and the future risk of sea level rise and increased flooding and encourage community participation when identifying mitigation strategies to address the flooding vulnerabilities. The Grantee will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

Deliverables The Grantee will provide the following:

- **9.1:** Public presentation agenda (including location, date, and time); a copy of the presentation, if applicable, and all materials created for the meeting; and a summary report or meeting minutes that includes the meeting purpose, stakeholder input, and outcomes.

PERFORMANCE MEASURES: The Grantee will submit all deliverables for each task to ResilientFloridaGrants@FloridaDEP.gov on or before the Task Due Date listed in the Project Timeline. The deliverables for each task must be submitted in chronological order, with the exception of the “Conduct Steering Committee Meetings” and “Peril of Flood Compliance” tasks, if included. Grantees must have received a Deliverable Acceptance Letter from the Department’s Grant Manager prior to submitting any subsequent deliverables. The Department’s Grant Manager will review the deliverable(s) to verify that they meet the specifications in the Grant Work Plan and the task description, to include any work being performed by any subcontractor(s), and will provide written acceptance or non-acceptance of the deliverable(s) to the Grantee within thirty (30) calendar days. Deliverables that the Department determines are not acceptable must be corrected and resubmitted within thirty (30) calendar days prior to the Agreement’s Date of Expiration, and in coordination with the Department’s Grant Manager. Tasks may include multiple deliverables to be completed. The Department will accept partial and full deliverables. Incomplete deliverables will not be accepted. A “partial deliverable” is defined as a deliverable consisting of one (1) or more (but not all) subcomponents listed in the deliverable list for a single task, where such subcomponent(s) are delivered to the Department at one hundred percent (100%) completion. A “full deliverable” is defined as a deliverable comprising all subcomponents listed in the deliverable list for a single task, all delivered to the Department at one hundred percent (100%) completion. An “incomplete deliverable” is defined as a deliverable for which one hundred percent (100%) completion has not been achieved for any of the subcomponents listed in the deliverable list for a single task. A task is considered one hundred percent (100%) complete upon the Department’s receipt and approval of all deliverable(s) listed within the task and the Department’s approval provided by the Deliverable Acceptance Letter. All deliverables must be received by the Task Due Date and accepted by the Department on or before the Agreement’s Date of Expiration, or the Consequences for Non-Performance set forth herein shall apply.

CONSEQUENCES FOR NON-PERFORMANCE: For each task deliverable not received and accepted by the Department at one hundred percent (100%) completion on or before the Agreement’s Date of Expiration, the Department will reduce the relevant Task Funding Amount(s) paid to Grantee in proportion to the percentage of the deliverable(s) not fully completed. For each task deliverable not received by the

Department by the specified Task Due Date listed in the Agreement's most recent Project Timeline, the Department will reduce the relevant Task Funding Amount(s) by 5% per calendar day, which will be imposed until the Department has received the task deliverable. The Consequence for Non-Performance will be applied to and included in the relevant task deliverable's payment request.

PAYMENT REQUEST SCHEDULE: Following the Grantee's full or partial completion of a task's deliverable(s) and acceptance by the Department's Grant Manager, the Grantee may submit a payment request for cost reimbursement using the Exhibit C, Payment Request Summary Form. All payment requests must be accompanied by the Deliverable Acceptance Letter; the Exhibit A, Progress Report Form, detailing all progress made in the invoice period; and supporting fiscal documentation including match, if applicable. Interim payments will not be accepted. Payment requests will not be accepted until all required Exhibit A, Progress Report Forms, have been submitted to the Department's Grant Manager for all reporting periods dating back to the Agreement Execution Date. For the reporting period beginning on the Agreement Begin Date and ending on the Agreement Execution Date, submittal of a single Exhibit A, Progress Report Form, covering only this reporting period will be acceptable. Upon the Department's receipt of the aforementioned documents and supporting fiscal documentation, the Department's Grant Manager will have ten (10) working days to review and approve or deny the payment request.

PROJECT TIMELINE AND BUDGET DETAIL: The tasks must be completed by, and all deliverables received by, the corresponding task due date listed in the table below. Cost-reimbursable grant funding must not exceed the budget amounts indicated below. Requests for any change(s) must be submitted prior to the current task due date listed in the Project Timeline. Requests are to be sent via email to the Department's Grant Manager, with the details of the request and the reason for the request made clear.

Task No.	Task Title	Budget Category	DEP Amount	Match Amount	Total Amount	Task Start Date	Task Due Date
1	Identify Vulnerability Assessment Data Standards	No Cost Deliverable	\$0	\$0	\$0	7/1/2023	Prior to Initiating Task 2
2	Kick Off Meeting	Contractual Services	\$7,719	\$0	\$7,719	7/1/2023	8/1/2024
3	Public Outreach Meeting	Contractual Services	\$7,532	\$0	\$7,532	7/1/2023	12/31/2024
4	Acquire Background Data	Contractual Services	\$4,694	\$0	\$4,694	7/1/2023	6/30/2025
5	Exposure Analysis	Contractual Services	\$10,115	\$0	\$10,115	7/1/2023	9/30/2025
6	Sensitivity Analysis	Contractual Services	\$10,060	\$0	\$10,060	7/1/2023	12/31/2025
7	Public Outreach Meeting #2	Contractual Services	\$3,775	\$0	\$3,775	7/1/2023	3/31/2026
8	Final Vulnerability Assessment Report, Maps, and Tables	Contractual Services	\$34,880	\$0	\$34,880	7/1/2023	3/31/2026

9	Public Presentation	Contractual Services	\$7,525	\$0	\$7,525	7/1/2023	3/31/2026
Total:			\$86,300	\$0	\$86,300		

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Revised Special Audit Requirements
(State and Federal Financial Assistance)**

Attachment 5-A

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$1,000,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from non-federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/content/assistance-listings>.

Attachment 5-A

1 of 7

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Attachment 5-A

3 of 7

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and time the reporting package was delivered to the recipient and any correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Award	Florida Department of Environmental Protection	23/34	37.098	Resilient Florida Programs	75,000.00	140078
Amendment 1	Florida Department of Environmental Protection	21/22	37.098	Resilient Florida Programs	11,300.00	140078
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	\$86,300.00	
-------------	-------------	--

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://sam.gov/content/assistance-listings>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]). The

¹ Subject to change by Change Order.

² Subject to change by Change Order.

services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.



Consultant Work Order Proposal

June 25, 2025

Ms. Charlene Neuterman
Community Services Director
City of Cocoa
65 Stone Street
Cocoa, FL 32922
cneuterman@cocoafl.gov

Re: Comprehensive Vulnerability Assessment – Additional Services (Task Order 1A)

Dear Ms. Neuterman,

EXP U.S. Services, Inc. ("EXP") is pleased to submit this letter agreement to the **City of Cocoa** ("City") for professional services for the above-referenced project. These additional services are to be performed in conformance with the Master Agreement for General Civil Engineering Services ("Agreement"), Q-23-01-COC-C3, between the City and EXP, and are referred to herein as the contract.

Scope of Services

General

The City has requested EXP to provide additional services EXP to incorporate additional services associated with the Comprehensive Vulnerability Assessment (VA) Agreement. The services are to meet the requirements of the Resilient Florida Grant that was previously awarded to the City in 2023. After receipt of authorization to proceed, EXP will provide the following services:

Modification to Task 3: Additional Public Outreach Meeting (workshop)

EXP will attend one (1) additional outreach meeting or workshop (for a total of three (3) public workshops; third workshop occurred on **November 21, 2024**) to offer an opportunity to the public to provide input during the initial data collection stages, including preferred methodologies, data for analyzing potential sea level rise impacts and/or flooding, guiding factors to consider, and critical assets important to the community. EXP will prepare social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

In accordance with the original Task 3, EXP will provide the following deliverables for the additional outreach workshop:

- 3.1.) Meeting agendas to include location, date, and time of meeting.
- 3.2.) Meeting sign-in sheets with attendee names and affiliation.
- 3.3.) A copy of the presentation and any materials created in preparation of or for distribution at the meeting.
- 3.4.) A copy of the file or weblink of the video or audio recording from the meeting.
- 3.5.) A summary report including attendee input and meeting outcomes.



Task 8: Public Presentation (Min. Requirements)

EXP will present the final VA results to local governing boards, technical committees, or other appropriate officers and elected officials. The purpose of the presentation is to share the findings from the final VA and provide recommendations of actions for adaptation strategies and future project funding. The presentation will also inform the public of the results and the future risk of sea level rise and increased flooding and encourage community participation when identifying mitigation strategies to address the flooding vulnerabilities. The Grantee will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

EXP will provide the following Task 8 deliverables:

- 8.1.) Meeting agendas to include location, date, and time of meeting.
- 8.2.) Meeting sign-in sheets with attendee names and affiliation (i.e. local stakeholder, resident, local government staff).
- 8.3.) A copy of the presentation and any materials created in preparation of or for distribution at the meeting (i.e. social media posts, public announcements, graphics), as applicable.
- 8.4.) A copy of the file or weblink of the video or audio recording from the meeting, if applicable.
- 8.5.) A summary report including attendee input and meeting outcomes.

Task 8: Public Presentation (Alternate)

EXP will provide a bolstered presentation presence, including the integration of some of our nationwide senior level Sustainability & Resiliency Experts. This alternate will allow for the EXP team to pull from our nationwide talent pool to provide a stronger and more holistic presentation to best set the scene for next steps as we prepare the City of Cocoa to enter into the adaptation & implementation planning phases associated with Resilient Florida Grant Funding.

Draft Schedule

The preliminary project schedule is presented below. This schedule is projected in time increments after receipt of Authorization to Proceed. During project initiation, the required timelines will be confirmed, and the schedule updated accordingly.

Task	Estimated Time of Completion
Modification to Task 3 - Additional Public Outreach Meeting (workshop)	November 21, 2024 (already complete)
Task 8 – Final Vulnerability Assessment Public Presentation	April 2025

Compensation

EXP will perform the above-mentioned services on a time and expense basis for a lump sum amount of eleven-thousand three-hundred dollars and zero cents **(\$11,300.00) without alternate scope included** and a lump sum amount of sixteen-thousand three-hundred dollars **(\$16,300.00) with the alternate scope included**. The proposed not-to-exceed time and materials fee for conducting the scope described herein is shown in the table below. This fee covers EXP labor.

The task and labor rates breakdown for the not-to-exceed fee is as follows:

Breakdown of Tasks and Labor Rates						
Task No.	Major Task, Sub-Task Activity, or Deliverable	Role	Anticipated Hours	2024 Hourly Rate Amount	Fee	Fee Basis
1	Additional Public Outreach Meeting (workshop)	Technical Aide	0	\$99.00	\$0.00	NTE
		Technician	1	\$119.00	\$119.00	NTE
		Architect & Engineer	6	\$147.00	\$882.00	NTE
		Sr. Architect & Sr. Engineer	9	\$176.00	\$1,584.00	NTE
		Technical Manager	5	\$238.00	\$1,190.00	NTE
Subtotal					\$3,775.00	NTE
2	Public Presentation (Min. Requirements)	Technical Aide	0	\$99.00	\$0.00	NTE
		Technician	0	\$119.00	\$0.00	NTE
		Architect & Engineer	15	\$147.00	\$2,205.00	NTE
		Sr. Architect & Sr. Engineer	14	\$176.00	\$2,464.00	NTE
		Technical Manager	12	\$238.00	\$2,856.00	NTE
Subtotal					\$7,525.00	NTE
Total (without Alternate):					\$11,300.00	NTE
Public Presentation Alternate					\$5,000.00	NTE
Total (with Alternate):					\$16,300.00	NTE

Invoicing associated with additional services will be based on current contract hourly rates at the time of work effort. If additional funds become necessary, EXP will notify CITY of such, prior to exceeding the initial budget or subsequent amended budget. Invoices shall show the separate developments as 'Phases' with additional phases added upon reviews of other/future development.

Contract Approval

EXP will perform the above-mentioned services on a time and expense basis for a lump sum amount of eleven-thousand three-hundred dollars and zero cents **(\$11,300.00) without alternate scope included** and a lump sum amount of sixteen-thousand three-hundred dollars **(\$16,300.00) with the alternate scope included**. This proposal is valid for a period of thirty (30) days from the date of submission. If authorization to proceed is not received during this period, this proposal may be withdrawn or modified by EXP.

Thank you for considering EXP to perform this work. Should you have any questions or require additional information from us, please feel free to contact me anytime via my cell (904) 891-0909 or via email at Tyler.Blair@exp.com. The EXP Team is looking forward to supporting the City in this very important endeavor.

Submitted by:
EXP U.S. Services, Inc.



_____	June 25, 2025
Signature	Date

Tyler Blair, PE, PTOE, PTP Project Manager
Name & Title

Client Authorization

Acceptance of Agreement

The above fees, terms, conditions and specifications are satisfactory and are hereby accepted. EXP is authorized to do the work as specified and payment will be made as outlined above.

For value received, the undersigned guarantees payment in accordance with the terms and conditions as stated above. By signing this agreement, I acknowledge that I have the legal authority to enter into this agreement and agree to be bound by the terms contained herein.

Approved by:
The City of Cocoa

_____	_____
Signature	Printed Name & Title

Date:

Work Order No.: 1A

CONTINUING SERVICES AGREEMENT

General Civil Engineering

THIS CONTINUING SERVICES AGREEMENT ("Agreement") is made and entered into this ~~130th~~ day of March 2023, by and between the **City of Cocoa**, a Florida municipal corporation ("City"), located at 65 Stone Street, Cocoa, Florida 32922, and **EXP U.S. Services, Inc.**, a foreign corporation authorized to do business in Florida ("Engineer"), whose principal address is 205 North Michigan Avenue, Suite 3600, Chicago, IL 60601.

WITNESSETH:

WHEREAS, City desires to obtain engineering, design, and permitting services from time to time on an as-needed, task oriented basis; and

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

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

WHEREAS, Engineer is willing to provide such utility engineering services to the City under the terms and conditions stated herein.

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

1.0 TERM AND DEFINITIONS

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

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

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

a. "Agreement" or "Contract" shall be used interchangeably and shall refer to this Continuing Services Agreement, as may be amended from time to time, which shall constitute

Continuing Engineering Services Agreement
City of Cocoa / EXP U.S. Services, Inc.

authorization for the Engineer to provide the engineering services approved by Task Order by the City and is also sometimes referred to herein to include all Task Orders approved hereunder.

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

c. "Engineer" shall mean EXP U.S. Services, Inc., a foreign corporation, and its principals, employees, resident project representatives (and assistants).

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

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

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

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

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

2.0 DESCRIPTION OF SERVICES

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

consultants. The detailed cost breakdown shall include a line item for Reimbursable Expenses and the list of the expenses proposed to be eligible for reimbursement. The City reserves the right, at its discretion, to consider the Task Proposal as part of a formal or informal competitive bid process before approving or disapproving any Task Proposal. The City will review the Task Proposal, along with any other task proposals submitted to the City by other contractors, and if the description cost and other details of the Task Proposal are deemed by the City to be in the City's best interests, the parties will enter into a written "Task Order". The Scope of Services generally to be provided by the Engineer through a Task Order may include any engineering services for any City project and may contain written terms and conditions which are deemed supplemental to this Agreement.

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

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

2.3 The Engineer may be asked to perform any general civil engineering services. The Services shall include those identified in RFQ Q-23-01-COC, which is incorporated herein by this reference.

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

2.5 No task in which the Engineer is to provide professional services to the City for a project with an estimated construction cost exceeding the threshold in section 287.055, Florida Statutes, shall be the subject of a Task Order under this Agreement.

3.0 CHANGES IN THE SCOPE OF WORK

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

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

4.0 SCHEDULE

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

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

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

5.0 METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF ENGINEER

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

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

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

amount equal to that agreed upon by the party for a particular Task Order.

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

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

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

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

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

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

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

5.11 Payment Adjustments. It is agreed that payment by the City of any billing will not constitute agreement as to the appropriateness of any item and that at the time of any final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the Engineer, the Engineer agrees to refund such overpayment to the City

within ninety (90) days of notice of any such overpayment. Such refund shall not constitute a waiver by the Engineer for any claims relating to the validity of a finding by the City of overpayment.

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

6.0 RIGHT TO INSPECTION

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

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

7.0 PROGRESS MEETING

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

8.0 SAFETY

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

9.0 REASONABLE ACCESS

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

10.0 INSURANCE

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

a. Professional Liability. Proof of professional liability insurance shall be provided to

the City for the minimum amount of \$3,000,000.00 per occurrence or claim and in the aggregate with a deductible not greater than \$50,000.00. For professional liability insurance written on a "claims-made" basis, the Engineer shall maintain and provide evidence to the City of "tail" coverage that extends coverage for an additional five years following completion of all Work rendered under this Agreement and Task Orders.

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

c. Automobile Liability. The Engineer shall maintain comprehensive automobile liability insurance in the minimum amount of \$1,000,000.00 per occurrence combined single limit for bodily injury, including wrongful death, and property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Engineer or by anyone directly or indirectly employed by the Engineer.

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

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

10.3 The insurance required by this Agreement shall include the liability and coverage provided herein, or as required by law, whichever requirements afford greater coverage. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty (30) days' prior written notice has been given to the City, and the Engineer by certified mail, return receipt requested. All such insurance shall remain in effect until final payment. In the event that the Engineer shall fail to comply with the foregoing requirement, the City is authorized, but in no event shall be obligated, to purchase such insurance, and the City may bill the Engineer. The Engineer shall immediately forward funds to the City in full payment for said insurance. It is expressly agreed that neither the provision of the insurance referred to in this Agreement nor the City's acceptance of the terms, conditions or amounts of any insurance policy

shall be deemed a warranty or representation as to adequacy of such coverage. All insurance coverage shall be with insurer(s) rated as A+ by Best's Rating Guide (or equivalent rating and rating service as reasonably determined by the City Manager) and licensed by the State of Florida to engage in the business of writing of insurance or provided through the London Market for Professional Liability Insurance. The Engineer shall cause its insurance carriers, prior to the effective date of this agreement to furnish insurance certificates specifying the types and amounts of coverage in effect pursuant hereto, the expiration dates of such policies, and a statement that no insurance under such policies will be canceled without thirty (30) days' prior written notice to the City in compliance with other provisions of this Agreement. Further copies of all relevant policies will be provided to the City within thirty (30) days of the effective date of this agreement. If the City has any objection to the coverage afforded by or other provision of the insurance required to be purchased and maintained by the Engineer in accordance with this Article on the basis of its not complying with the Agreement, the City shall notify the Engineer in writing thereof within thirty (30) days of the date of delivery of such certificates to the City. For all Work performed pursuant to this Agreement, the Engineer shall continuously maintain such insurance in the amounts, type, and quality as required by the Agreement.

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

11.0 COMPLIANCE WITH LAWS AND REGULATIONS

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

12.0 REPRESENTATIONS

12.1 Engineer represents that the Services provided hereunder shall conform to all requirements of this Agreement and any Task Order, shall be consistent with recognized and sound engineering practices and procedures; and shall conform to the customary standards of care, skill, and diligence appropriate to the nature of the Services rendered by professional engineers or consultants performing the same or similar services. Engineer shall perform as expeditiously as is consistent with professional skill and care and the orderly progress of the Services performed hereunder. Engineer's services shall be consistent with the time periods established under this Agreement or the applicable Task Order. Engineer shall provide City with a written schedule for services performed under each Task Order and such schedule shall provide for ample time for the City to review, for the performance of consultants (if any), and for the approval of submissions by authorities having jurisdiction over the services. The Engineer's designated representative shall have the authority to act on Engineer's behalf with respect to the Services. In addition, Engineer's representative shall render decisions in a timely manner in order to avoid unreasonable delay in the

orderly and sequential progress of the Services. Except with the City's knowledge and consent, the Engineer shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Engineer's professional judgment with respect to the Services. The Engineer shall review laws, codes, and regulations applicable to Engineer's Services. The Engineer's services and design shall comply with all applicable requirements imposed by all public authorities at the time the Services are rendered. The Engineer represents and warrants that it is familiar with, and accepts that it will perform the Services hereunder in a manner that complies with all applicable requirements of law, codes, and regulations. Engineer shall be responsible for the professional quality, technical accuracy and the coordination of all plans, studies, reports and other services furnished to the City under this Agreement. Unless this Agreement is terminated by the City, or terminated by Engineer for nonpayment of any proper invoices, or the City exercises its rights to perform the Services pursuant to Section 2.2 herein, Engineer shall be responsible for the satisfactory and complete execution of the Services described in this Agreement and any Task Order. The Engineer represents that it will carefully examine the scope of services required by the City in and Task Order, that it will investigate the essential requirements of the services required by the Task Order, and that it will have sufficient personnel, equipment, and material at its disposal to complete the services set forth in the Task Order in a good professional and workmanlike manner in conformance with the requirements of this Agreement.

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

13.0 GUARANTEE AGAINST INFRINGEMENT

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

14.0 DOCUMENTS

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

connection with the transaction of official business by the City, may be deemed to be a public record, whether in the possession or control of the City or the Engineer. Said records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission of Engineer are subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the City's designated custodian of public records.

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

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

Engineer fails to comply with this Section, and the City must enforce this Section, or the City suffers a third party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to Engineer's failure to comply with this Section, the City shall collect from Engineer prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against Engineer. And, if applicable, the City shall also be entitled to reimbursement of all attorneys' fees and damages which the City had to pay a third party because of the Engineer's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

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

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

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

15.0 ASSIGNMENT

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

attempt to assign or subcontract the responsibilities and payments under this Agreement without the express prior written consent of the City shall be grounds for termination of the Agreement.

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

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

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

16.0 INDEPENDENT CONTRACTOR

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

17.0 DEFAULT BY ENGINEER AND CITY'S REMEDIES

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

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

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

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

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

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

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

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

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

18.0 TERMINATION

18.1 Notwithstanding any other provision of this Agreement, City may, upon written notice to Engineer, terminate this Agreement, without penalty, if: (a) Engineer is in default pursuant to Section 17.0, Default; (b) the Engineer makes a general assignment for the benefit of its credits; (c) Engineer fails to comply with any condition or provision of this Agreement; or (d) Engineer is experiencing a labor dispute which threatens to have a substantial, adverse impact upon performance of this Agreement, without prejudice to any other right or remedy City may have under this Agreement.

18.2 In addition, either party may terminate for convenience without penalty at any time upon fifteen (15) days advance written notice.

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

19.0 FORCE MAJEURE

19.1 Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood; windstorm; explosion; riot; war; sabotage; strikes (with the exception of Engineer's labor force); extraordinary breakdown of or damage to City's affiliates' generating plants, their equipment, or facilities; court injunction or order; federal and/or state law or regulation; or order by any regulatory agency,

provided that prompt notice of such delay is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes. If any circumstance of Force Majeure remains in effect for 60 days, either party may terminate this Agreement.

20.0 GOVERNING LAW & VENUE

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

21.0 HEADINGS

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

22.0 SEVERABILITY

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

23.0 WAIVER AND ELECTION OF REMEDIES

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

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

24.0 THIRD PARTY RIGHTS

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

25.0 PROHIBITION AGAINST CONTINGENT FEES

25.1 Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the City shall have the right to terminate the agreement

without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

26.0 ENTIRE AGREEMENT

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

27.0 NO JOINT VENTURE

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

28.0 ATTORNEY'S FEES

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

29.0 COUNTERPARTS

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

30.0 DRAFTING

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

31.0 NOTICE

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

For Engineer:
EXP U.S. Services, Inc.
Attention:

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

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

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

32.0 SOVEREIGN IMMUNITY

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

33.0 CORPORATE REPRESENTATIONS BY ENGINEER

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

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

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

34.0 INDEMNIFICATION AND LIMITATION OF LIABILITY

34.1 The Engineer shall defend, indemnify and hold the City, its elected officials, officers, employees, agents, and volunteers harmless from any and all claims, injuries, liabilities, damages, losses, costs or suits, including attorney fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Engineer and other persons employed or utilized by the Engineer in the performance of this Agreement, including any Task Order.

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

34.2 The indemnity provisions set forth in Paragraphs 34.1 shall survive termination of this Agreement.

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

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

35.0 ENGINEER'S PERSONNEL AT CONSTRUCTION SITE

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

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

35.2 The presence of Engineer's personnel at a construction site is for the purpose of providing to City a greater degree of confidence that the completed work will conform generally to the applicable contract documents and that the integrity of the design concept as reflected in the contract documents has been implemented and preserved by the construction contractor(s). Engineer neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the contract documents. For this Agreement only, construction sites include places of manufacture for materials incorporated into the construction work, and construction contractors include manufacturers of materials incorporated into the construction work.

36.0 RECORD DRAWINGS

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

37.0 ADDITIONAL ASSURANCES

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

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

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

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

offered an employee or officer of the City any pecuniary or other benefit with the intent to influence the employee or officer's official action or judgment; and

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

38.0 E-VERIFY.

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

- a. Engineer shall also require all subcontractors performing work under the Agreement to use the E-Verify system for any employees they may hire during the term of the Agreement.
- b. Engineer shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes.
- c. Engineer shall provide a copy of all subcontractor affidavits to the City upon receipt and shall maintain a copy for the duration of the Agreement.

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

CITY:

ENGINEER:

CITY OF COCOA

EXP U.S. SERVICES, INC.

By: Michael C. Blake

By: Kyle Henry

Michael Blake, Mayor

Kyle Henry, Vice President

3/30/2023

ATTEST:

By: Carie Shealy
Carie Shealy, City Clerk



EXHIBIT A
Engineer's Rate Schedule

Continuing Engineering Services Agreement
City of Cocoa / EXP U.S. Services, Inc.

Schedule of Billing Rates
Architectural and Engineering Services
EXP U.S. Services, Inc.
Expires January 1, 2027
Hourly Rate per Classification and Year

Classification	2023	2024	2025	2026
Technical Aide	\$96.00	\$99.00	\$102.00	\$105.00
Technician	\$115.00	\$119.00	\$123.00	\$127.00
Architect & Engineer	\$142.00	\$147.00	\$152.00	\$157.00
Sr. Architect & Sr. Engineer	\$170.00	\$176.00	\$182.00	\$188.00
Technical Manager	\$230.00	\$238.00	\$246.00	\$254.00

Reimbursable Expenses:

Special consultant costs, auto usage, travel, outside duplication/blue prints/photo/film, out-of-pocket monies, and other reasonably identifiable costs. Unless specifically stated otherwise in the Project Agreement, reimbursable expense items are in addition to fees stated for services.

EXHIBIT B
RFQ Q-23-01-COC

Continuing Engineering Services Agreement
City of Cocoa / EXP U.S. Services, Inc.

EXHIBIT C
Engineer's Response to RFQ Q-23-01-COC

Task Order Request Form

P-Form 2021.09 Revised
07/14/2023

General Civil Engineering Services

2024-06.1

Name of CSA (Continuing Service Agreement)

TASK ORDER NUMBER

Date: 05/19/25 City Bid Number: Q-23-01-COC-C3 AMOUNT: \$ 11,300.00
Vendor Name: EXP U.S. Services Inc. Quote/Proposal Number: 1-16-2025
Dept. Number/Division Name: 3200/Community Services
Project Name: Vulnerability Assessment Project Number: N/A

Please use this section only if you are revising the original task order, which will generate a change order.

AMENDMENT

Amendment to Original Task Order No. : 2024-06 Requested Amendment Amount: \$ 11,300.00
Original Task Order Amount: \$ 74,945.50 Total Revised Amount including all Amendments: \$ 86,245.50
Total number of Amendments including this one: 1

Scope of Services; Justification for Amendment

Modification to Task 3: Additional Public Outreach Meeting (workshop) EXP will add one (1) additional outreach meeting or workshop (for a total of three (3) public workshops; third workshop occurred on November 21, 2024)
Task 8: Public Presentation (Min. Requirements)
EXP will present the final VA results to local governing boards, technical committees, or other appropriate officers and elected officials. The purpose of the presentation is to share the findings from the final VA and provide recommendations of actions for adaptation strategies and future project funding. The presentation will also inform the public of the results and the future risk of sea level rise and increased flooding and encourage community participation when identifying mitigation strategies to address the flooding vulnerabilities. The Grantee will prepare all social media notification, meeting invitations, materials, presentations, and graphics utilized during the meeting, as applicable.

Design is Construction Related: ☐ YES ☒ NO ☐ N/A Good Faith Estimate of Construction Value: ☐ YES ☐ NO ☐ N/A
Documentation for Good Faith Estimate Attached and Valid: ☐ YES ☐ NO ☐ N/A
Reference if applicable: Florida Statutes 287.055, Consultants Competitive Negotiation Act (CCNA)

Charlene Neuterman Digitally signed by Charlene Neuterman
Date: 2025.06.25 09:45:29 -04'00'

Charlene Neuterman Digitally signed by Charlene Neuterman
Date: 2025.06.25 09:45:45 -04'00'

Requestor

Department Director

***** DO NOT WRITE BELOW THIS LINE - AUTHORIZED PERSONNEL ONLY *****

Task Order : ☒ Approved Refer to this Task # on all documentation: 2024-06.1
☐ Disapproved Council Approval Required: ☒ YES ☐ NO

Reason
Disapproved:

Brian Dale Digitally signed by Brian Dale
Date: 2025.06.25 16:44:23 -04'00'

Purchasing & Contracts Division Manager

City Manager (Purchases not to exceed \$75K)

Mayor (Purchases that exceed \$75K)

- 1) Requestor: Completes form and forwards all supporting documentation to Department Director.
- 2) Dept. Director reviews and approves, forwards Task Order and all supporting documentation to purchasing@cocoafll.org. (Subject Line to read: TO-VENDOR NAME Task # (if previously requested) PRICE-DEPT-DIV.)
- 3) Purchasing assigns Task Order Number and emails link that contains Task Order and all supporting documentation to the Purchasing Manager.
- 4) Purchasing Manager reviews and approves, uploads approved Task Order Form.
- 5) Task Order and all supporting documentation is forwarded to the City Manager for review and approval for Purchases not exceeding \$75K. Approved Task Order by City Manager will be returned back to purchasing@cocoafll.org. If over \$75K, Task Order and all documentation is forwarded back to Requestor who must then initiate an agenda item for City Council Approval. Once approved by City Council the City Clerk will have the Mayor sign both the Task Order Form and the Proposal if applicable and forward copies to purchasing@cocoafll.org.
- 6) Purchasing logs, the Task Order in the database and forwards fully executed Task Order and all supporting documentation back to Requestor.

CITY COUNCIL AGENDA ITEM

Memo Date: June 11, 2025
Agenda Date: July 8, 2025
File ID: 2025-547
Prepared By: Samantha Senger, Communications & Economic Development Manager
Through: Stockton Whitten, City Manager
Requested Action: Council approval of reimbursement of expenses made by UpStart Cocoa Forgivable Loan awardees before their agreement execution dates. Council approval of the revision to Trekalla's budget.

BACKGROUND:

Following the City Council meetings on May 13, 2025 and May 27, 2025, City Council awarded Trekalla (formerly known as Ottomatic Threads) and Brevard Shoe Closet each a \$7,500 Forgivable Loan as part of the UpStart Cocoa Forgivable Loan Program. These agreements were fully executed on May 20, 2025 and May 29, 2025 respectively.

As per the Upstart Cocoa Minority and Small Business Program Forgivable Loan Agreement, reimbursable purchases must be made after the Effective Date of the Agreement unless otherwise expressly approved by City Council.

The expenses enumerated below represent purchases and payments made before the Effective Date of the applicants' Agreements. These expenses reflect operations costs in the timeframe following their final session of weVENTURE's IGNITE 360® Program as they awaited review and approval from the UpStart Cocoa Review Committee and City Council. While these expenses were incurred prior to the Effective Dates of the Agreements, they are expenses that were made following the guidance and education provided by their IGNITE mentors, and therefore maintain the spirit and intent of the UpStart Program.

Trekalla (Formerly Ottomatic Threads)

Description of Expense	Date of Expense	Amount
June Rent - Prepaid	2/28/2025	\$797.50
Commercial moving services	4/2/2025	\$400.00
		Total \$1,197.50

Brevard Shoe Closet

Description of Expense	Date of Expense	Amount
March Rent	3/1/2025	\$1,500.00
April Rent	4/1/2025	\$1,500.00
May Rent	5/1/2025	\$1,500.00
Inventory	5/24/2025	\$1,800.00
		Total \$6,300.00

Alisa Otto, Owner of Trekalla, had the opportunity to move into a larger suite in her current building and has requested a revised budget proposal for approval. The revised rent is reflected in the budget listed below.

Description of Expense	Amount
Rent	\$2,975.50
Marketing	\$1,500.00
Coverstitch machine	\$1,707.10
Fabric	\$917.40
Movers	\$400.00
Total \$7,500.00	

The revised amounts include \$2,975.50 for rent instead of \$2,392.50 which was originally approved. This is due to the larger space that has become available. The Coverstitch machine that was purchased was only \$1,707.10 and not the original budgeted amount of \$1,900.00. So that difference of the rent and the Coverstitch machine is \$390.10 was then reduced from the original Fabric budget of \$1,307.50 to now be \$917.40. The total still amounts to the \$7,500.00 award that was approved by Council.

Therefore, on behalf of the awardees, Staff requests Council approval to allow reimbursement for the above expenses, and approval of the revision to Trekalla's budget.

PRIORITY AREA CONNECTION:

Economic and Community Development

BUDGETARY IMPACT:

Budgeted? Yes

If not budgeted, is amendment / transfer attached?

Source/Use of Funds

Account Number 001-1905-559.83-11 Amount \$15,000

PREVIOUS ACTION:

The two UpStart Cocoa awardees, Trekalla and Brevard Shoe Closet, completed their business mentorship courses and Council authorized the City Manager to execute their

UpStart Cocoa Forgivable Loan agreements on May 13, 2025 and May 27, 2025 respectively.

RECOMMENDED MOTION:

Council approval of reimbursement of expenses made by UpStart Cocoa Forgivable Loan awardees before their agreement execution dates. Council approval of the revision to Trekalla's budget.

CITY COUNCIL AGENDA ITEM

Memo Date: June 16, 2025
Agenda Date: July 8, 2025
File ID: 2025-549
Prepared By: Zoie Badalov, Senior Budget Analyst
Through: John Walsh, Utilities Director
Stockton Whitten, City Manager
Requested Action: Acknowledge the emergency purchase, PO# 83583 and 83579, for the costs to repair and replace the blowers at the Sellers water treatment plant as well as approve BAF 25-068-T to move funds to cover the rental of a temporary blower to ensure no disruption to productivity while repairs are made.

BACKGROUND:

The Sellers Plant has been experiencing difficulty with the air blowers used for waste water treatment. Air is critical to the treatment process and without the blowers, the plant would be unable to treat incoming waste. Seller's currently has three blowers with only one blower reliably operating. Staff recommended they immediately rent a blower in case of another blower failure. In addition, there were a number of repair parts needed in order to get the other two blowers operational. It was originally estimated at just over \$100,000 dollars in parts and repairs.

Per the Purchasing Manual, Section 2.5, the City Manager can authorize emergency purchases. The staff requested the allowance to proceed with the procurement of parts and rental expenses. Failure of the blower would jeopardize their ability to treat waste water and is an unacceptable risk. They asked to waive normal purchasing procedures due to the exigent timing circumstances required to complete the necessary repairs. Using the usual bidding process would create delays and potentially push repairs later into the start of the wet season and also subject the plant to more frequent lightning strikes that could further threaten providing critical services for our customers.

The Sellers Plant managed to get one blower operational, but needs more parts and repairs for the second blower and to move funds to cover the costs for the rental of a temporary blower. The total cost is \$89,478.64. This total consists of \$52,423.64 for the parts on PO#83583 with the corresponding change orders, \$9,750 for labor on PO#83579, and another \$27,305 for the rental of the blower covered by BAF 25-068-T.

PRIORITY AREA CONNECTION:

Public Safety/Community Standards

BUDGETARY IMPACT:

While not budgeted, there were sufficient funds for the repair costs, but not the blower rental. **BAF 25-068-T** moves funds to cover the rental costs only.

Source/Use of Funds

<u>Account Number</u>	<u>Amount</u>
421-4120-536.46-00	(\$8,000)
421-4120-536.64-00	(\$10,000)
421-4120-536.46-02	(\$8,000)
421-4120-536.51-00	(\$1,305)
421-4120-536.44-00	\$27,305

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

PO# 83583

Change Order #1 Amount: \$375.94

Change Order #2 Amount: \$26,022.63

Original Purchase Order Amount: \$26,025.07

Total Number of change orders to date: 2

Total amount in change orders to date: \$26,398.57

Change Order #1 Amount: \$375.94

Change Order #2 Amount: \$26,022.63

Original Purchase Order Amount: \$26,025.63

Total Number of change orders to date: 2

Total amount in change orders to date: \$26,398.57

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Acknowledge the emergency purchase, PO# 83583 and 83579, for the costs to repair and replace the blowers at the Sellers water treatment plant as well as approve BAF 25-068-T to move funds to cover the rental of a temporary blower to ensure no disruption to productivity while repairs are made.

Zoie Badalov

From: Stockton Whitten
Sent: Tuesday, May 27, 2025 4:04 PM
To: John "Jack" Walsh
Cc: Rebecca Bowman; Brian Dale; Brentley Heimbecker; Lora Howell
Subject: RE: Emergency Purchase- Sellers

Jack,

Please accept this email as authorization of your request.

Stockton

Stockton Whitten
City Manager



Phone: (321) 433-8737
E-Mail: swhitten@cocoafl.gov
Address: 65 Stone Street • Cocoa, FL 32922
Website: www.CocoaFL.gov

Serving our community >> with P.R.I.D.E.



From: John "Jack" Walsh <jwalsh@cocoafl.gov>
Sent: Tuesday, May 27, 2025 3:51 PM
To: Stockton Whitten <swhitten@cocoafl.gov>
Cc: Rebecca Bowman <rbowman@cocoafl.gov>; Brian Dale <bdale@cocoafl.gov>; Brentley Heimbecker <bheimbecker@cocoafl.gov>
Subject: Emergency Purchase- Sellers

Stockton

At the Sellers Plant, we been having difficulty with the air blowers used for waste water treatment. Air is critical to the treatment process and without the blowers, we would be unable to treat incoming waste. We currently have three blowers with only one reliably operating. Staff is recommending we immediately rent a blower in case have another blower failure . In addition, there are a number of repair parts needed in order to get the other two blowers operational (\$ approx. \$100+) that is needed.

Per the Purchasing Manual, Section 2.5, the City Manager can authorize emergency purchases and staff is requesting you allow us to proceed with the procurement of parts and rental expenses. Failure of the blower would jeopardize our ability to treat waste water and is an unacceptable risk. We are asking to waive normal purchasing procedures due to the exigent timing circumstances required to complete the necessary repairs. Using the usual bidding process would create delays and potentially push repairs

later into the start of the wet season and also subject the plant more frequent lightning strikes that could further threaten providing critical services for our customers. Thanks



John "Jack" Walsh, P.E.
Utilities Director

351 Shearer Blvd. • Cocoa, FL 32922
☎ (321) 433-8701 ✉ jwalsh@cocoafl.org
www.CocoaFL.gov



Serving our community with P.R.I.D.E!



Purchasing

65 Stone Street • Cocoa, FL 32922

PHONE: (321) 433-8833

EMAIL: purchasing@cocoafl.org

To: All Departments
From: Purchasing Division
Date: November 5, 2024

Subject: Exempt Vendor Listing

City Purchasing Policy provides for a process to exempt certain purchases from competition and allows for the Purchasing Division to maintain a current list of approved vendors for specific purchases which have been pre-approved by the City Manager. A list of vendors with corresponding products and/or services has been established for this purpose. Purchases identified in this list are exempt from competitive purchasing requirements only for amounts up to the City Manager's purchasing authority established in Cocoa City Ordinance 2.4 - Purchasing and Contract Procedures (updated July 11, 2023). Purchases with a total value exceeding the City Manager's purchasing authority or that obligate expenditures in more than one fiscal shall require City Council approval.

When using this listing to justify a purchase, Department staff must enter requisition type 017 on the requisition document in Naviline. Departments must also attach this notice to the corresponding requisition folder in Laserfiche.

This listing may be updated periodically. Department Managers are encouraged to contact the Purchasing Division to have vendors added or removed as needs change. The City Purchasing Policy also establishes other types of exemptions to competitive purchasing such as, but not limited to, purchases from other governmental entities, legal services, and health services. Departments should refer to the published Purchasing Manual¹ for further information.

EXEMPT VENDOR LISTING

#	Approved Vendor	Product/Service
1	Aerzen USA Corporation	Parts, Supplies & Service for Single Stage Blowers
2	Alfa Lava Inc.	Parts for Belt Filter presses
3	Aqua Aerobic System Inc	AquaABF® Automatic Backwash Filter
4	Aquatic Informatics Inc.	Hach Water Information Management Solution (Hach WIMS) software annual support
5	ArchiveSocial LLC	Social media archiving platform
6	Argsoft Group LLC	Licensing for the City's network monitoring and logging system (Argent) to maintain FDLE compliance.
7	ASCO Power Services Inc	Scheduled Maintenance for Emergency Power Equipment; Replacement parts for ASCO Generators.
8	Avanti Company, Inc (The)	McCrometer Insertion Mag Meters

#	Approved Vendor	Product/Service
9	AWC, Inc	ABB Instrumentation & (Dyal) SCADA system hardware, technical support, and software license renewal for Siemens SIEPRO
10	Barney's Pumps Inc.	Warranty & Non-Warranty Parts & Repairs for Aurora and Layne/Verti-Line Pumps
11	Blue Ally (Datrium)	Datrium licensing and maintenance. Hyper-converge computing infrastructure.
12	BorderLan Cyber Security	KnowBe4 Cyber security training platform
13	Brightly Software Inc	(PW) Work Order System Yearly License
14	Business Oriented Software Solutions, Inc (BOSS)	IT Helpdesk & Asset Management
15	Canon Solutions America Inc.	Service & support for full-size plotter
16	CareerSource Brevard	The Foundations Training paid internship experience
17	Carter & VerPlanck Inc	Parts & Service of Flowserve Pumps
18	Cellebrite, Inc	Forensic Extraction from Device
19	CivicPlus Llc	Design, hosting services, and a content management system for the City's website. Maintenance and licensing for the City's agenda platform and video recording in Council Chambers.
20	Communications Int'l Inc.	Radios connected to the Brevard County Radio System including hardware, and maintenance
21	Computer Power Systems	Annual maintenance, service and support for the large data center room uninterruptable power supplies, Formerly Unified Power
22	Corrpro Companies Inc	Services for cathodic protection systems
23	Culligan Water Products	Services & supplies for Culligan Deionized Water Systems
24	Cummins Sales & Service	Standby Generator Repair & Parts for Cummins Generator
25	DLT Solutions LLC	AutoCAD software & licensing
26	Environmental Express, Inc	Bac T containers and TSS filters
27	ESO Solutions, Inc	ESO Fire Incident tracking and monitoring software
28	ESRI Inc	Small Government Term Enterprises License Agreement and Small Enterprise License Agreement Training Package for GIS Software
29	Faro Technologies, Inc.	Maintenance, software, and training for FARO laser scanners
30	Faster Asset Solutions	Service provider for "Faster" Fleet Management System
31	Ferguson Enterprises Llc	American Darling Fire Hydrants
32	FL East Coast Railway, Inc., FL East Coast Railway Orlando	Annual Maintenance
33	Fluid Control Specialties Llc	Rosemount pressure meters used throughout the wellfield and plant to monitor pressure and flows; Replacement parts for DeZurik Valve at the Sellars WTP
34	GIS Webtech Llc	Property data and search program for new businesses looking to relocated to the City of Cocoa
35	Guardian Equipment Inc.	TKM Metering Pump, Chemical Feed Pump
36	HACH Company	Supplies, parts and repair for Field and Lab analyzers
37	Hudson Pump and Equipment	Peristaltic and diaphragm metering pumps, skid systems, and accessories.

#	Approved Vendor	Product/Service
38	Idexx Laboratories Inc	Idexx supplies for water testing
39	Innovyze	The Innovyze software works with ArcGIS to provide hydraulic modeling and capital planning capabilities for utility infrastructure analysis.
40	Insource Software Solutions Inc.	Wonderware Human Machine Interface Software (Dyal) & ThinClient software licensing agreements
41	Integrated Fire and Security Solutions Inc. (IFSSI)	Support, repair and maintenance for door or other related access control systems Citywide
42	Iwater, Inc.	INFRAMAP Now Software training & updates/upgrades
43	Kendal Signs	City of Cocoa Welcome Signs
44	Lazenby & Associates Inc.	HF Scientific Analyzers and Equipment
45	MCCi, LLC	Laserfiche document management system
46	Online Solutions Llc	CitizenServe online Building Permit Licensing and Plan Review software
47	Ovivo USA, LLC	EIMCO parts/equipment
48	Parkson Corporation	Aqua Guard® Ultra Clean bra screen parts, service
49	Pathsolutions, Inc.	Provides maintenance and licensing for the City's network path management system
50	Polydene Inc	CLARIFLOC A-333P
51	PowerDMS Inc	Policies, Training, New Police Officer field training program
52	Pro Co Inc	Rexa Valve Actuators
53	S & L Materials, Inc	Shell Rock Road Base Material
54	Samsara Inc.	Vehicle Gateways, Dash Cameras, and EM21 Sensors, GPS Systems
55	SCI Sales LLC	Software / Hardware & Support for the Automated Fueling System - Fleetsap Automated Fueling System Service Provider Web Interface
56	Service Express Inc	Hardware maintenance on network infrastructure and server equipment
57	South Florida Emergency Vehicles	Parts & Service for Sutphen Fire Apparatus
58	Southland Controls, Inc.	Plant Lime Slakers
59	SPECOPS Software USA / Outpost24 Inc	Password validation and security platform.
60	Stewarts Electric Motor Works	Motor and Pump Rebuilds
61	Stormwind LLC	End-user training and advanced IT training
62	Sunshine State One-Call of Florida	Locating services
63	Superion Llc	Central Square University training online
64	TEAM Industrial Services, Inc.	Insert Valve installation equipment, valves, & related training & installation services
65	Teamviewer GmbH	Remote support portal
66	Ten-8 Fire Equipment Inc.	Parts & service for Fire Apparatuses
67	Thompson Pump & MFG CO Inc	Maintenance, repair and parts for Thompson mobile pumps
68	Titan Florida LLC	Pre-Mix concrete for pickup with City owned vehicles (not delivery)

#	Approved Vendor	Product/Service
69	Tomco2 Equipment Company	Service Carbon Dioxide equipment
70	Tyler Technologies	Public safety records management system, computer aided dispatch, fire records, Brazos ticket writer, and the City's fire inspection system, Mobil Eyes inspector software; Socrata Analytic Program.
71	Vapex Environmental Technologies	Vapex O-Mega odor control system warranty, quarterly equipment maintenance service and PLC unit remote monitoring
72	UKG Kronos Systems Llc	ETK Configuring & Managing Pay Rules, training, updates/upgrades
73	Vector Security, Inc.	AES Radio, Fire, Security, Sprinkler Monitoring, Annual T&I
74	Vega Americas, Inc	Vega sensors used to monitor the pressure throughout the water system.
75	Vermont Systems	Provides maintenance and licensing for the City's leisure services system
76	Water Treatment & Controls	Repair & Parts for Paste Lime Slaker by Integrity and Municipal Syst. & Siemens Deplox Chlorine monitor, Deplox Chlorine and Fluoride Analyzers
77	Wyebot Inc	Wyebot Wifi Analyzer Appliance and service license
78	Xylem Water Solutions USA, Inc. FL/PA	Wedeco ozone generator systems hardware, software, programming, repair & maintenance

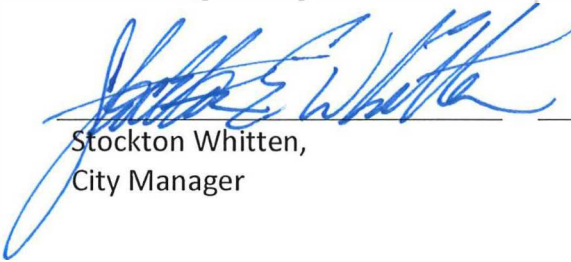
Required Approvals:


 Brian Dale,
 Purchasing Manager

11/4/2024
 Date


 Rebecca J. Bowman,
 Finance Director

11/12/24
 Date


 Stockton Whitten,
 City Manager

11/13/2024
 Date

ⁱ The City of Cocoa Purchasing Manual can be found online using the following link:
<https://www.cocoafl.gov/DocumentCenter/View/15748/City-of-Cocoa-Purchasing-Manual>



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
03/07/2025

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 Aon Risk Services Central, Inc. SME IL Office 200 East Randolph Chicago IL 60601 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS:														
INSURED Aerzen USA Corporation 108 Independence Way Coatesville PA 19320 USA	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Liberty Insurance Corporation</td><td>42404</td></tr><tr><td>INSURER B: XL Insurance America Inc</td><td>24554</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: Liberty Insurance Corporation	42404	INSURER B: XL Insurance America Inc	24554	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Liberty Insurance Corporation	42404														
INSURER B: XL Insurance America Inc	24554														
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** 570111251602 **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.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	X COMMERCIAL GENERAL LIABILITY X CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY ☐ PROJECT ☐ LOC OTHER:			US00006444LI24A	12/31/2024	12/31/2025	EACH OCCURRENCE \$2,000,000 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 \$1,000,000 Deductible \$25,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			AS7-Z51-292545-014	12/31/2024	12/31/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Comp./Coll. Deductible \$500
B	X UMBRELLA LIAB ☐ EXCESS LIAB DED X RETENTION \$10,000 X OCCUR ☐ CLAIMS-MADE			US00006445LI24A	12/31/2024	12/31/2025	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000
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			WC7Z51292545024	12/31/2024	12/31/2025	X PER STATUTE ☐ OTHER 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)
City of Cocoa is included as Additional Insured in accordance with the policy provisions of the General Liability policy.

CERTIFICATE HOLDER

City of Cocoa
375 N Cocoa Blvd.
Cocoa FL 32922 USA

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
Aon Risk Services Central, Inc.

Holder Identifier :

570111251602

Certificate No :





AERZEN

Compressed air, gas
and vacuum solutions

City of Cocoa WRF
Jerry Sellers WRF
Att.: Joseph Gibson
375 N Cocoa Blvd
COCOA, FL 32922
USA

Aerzen USA Corporation
108 Independence Way
Coatesville, PA 19320-1653
USA

www.aerzen.com
Phone: 610-380-0244



Quotation

Quote no. SEQ-25-001356/ 0
Date: 02/25/25
Quote Expiration date: 03/27/25
Salesperson: Aaron Groover
Salesperson: Tim Haxton

Page 1 / 2

Payment Terms: Net 30 days
Shipment Terms: FREE CARRIER AERZEN COATESVILLE, PA

Your account no.: 21-04332
Phone number: +1 321-208-6949
Fax No.: +1 321-474-0329
E-Mail: jgibson@cocoafl.gov

This proposal is per Aerzen USA Corp Terms and Conditions of Service – AMUSA.SER.05.24.001

Serial No. 3-M-12060476 Service Items SEI-008999

Item No.: 21-TB100-08S, Package, Turbo Blower (TB100) Blower #2

Pos.	Item No. Description	Quantity	Unit of M.	Unit Price USD	Line Amount USD
	041-020620US Inverter Assy	1	each	7,538.58	7,538.58
	041-030016 CPU Board, Turbo Blower	1	each	599.19	599.19
	041-011490 Motor Assy	1	each	16,038.00	16,038.00
	041-030032 I/O Board, Turbo Blower	1	each	1,849.30	1,849.30
Total USD Excl. TAX					26,025.08
Tax Amount					-0.01
Total USD Incl. TAX					26,025.07

Bank
Routing
Account No
SWIFT
Remittance email

USD Payments - ACH/Wire
JP Morgan Chase
021000021
350056393
CHASUS33
remittance-usa@aerzen.com

USD Payments - Lockbox
Aerzen USA Corp
PO Box 21920
New York, NY 10087-1920
USA

EUR Payments - Wire
Commerzbank AG
Intermediary Bank: COBADEFF
150113606800EUR
COBAUS3X
remittance-usa@aerzen.com



AERZEN

Compressed air, gas
and vacuum solutions

Quote no. SEQ-25-001356/ 0

Page 2 / 2

Ship-to Address:
City of Cocoa WRF
Jerry Sellers WRF
375 N Cocoa Blvd
32922 COCOA
FL

For questions on this order, please contact your Regional Service Coordinator.

Best regards,

Tim Haxton

Aerzen USA Corporation

Bank	USD Payments - ACH/Wire
Routing	JP Morgan Chase
Account No	021000021
SWIFT	350056393
Remittance email	CHASUS33
	remittance-usa@aerzen.com

USD Payments - Lockbox
Aerzen USA Corp
PO Box 21920
New York, NY 10087-1920
USA

EUR Payments - Wire
Commerzbank AG
Intermediary Bank: COBADEFF
150113606800EUR
COBAUS3X
remittance-usa@aerzen.com



AERZEN

Compressed air, gas
and vacuum solutions

City of Cocoa WRF
Jerry Sellers WRF
375 N Cocoa Blvd
COCOA, FL 32922
USA

Aerzen USA Corporation
108 Independence Way
Coatesville, PA 19320-1653
USA

www.aerzen.com
Phone: 610-380-0244



Quotation

Quote no. SEQ-25-003439/ 0
Date: 05/27/25
Quote Expiration date: 06/26/25
Salesperson: Aaron Groover
Salesperson: Tim Haxton

Page 1 / 2

Payment Terms: Net 30 days
Shipment Terms: DAP DELIVERED AT PLACE BUYER UNLOADS NAMED PLACE

Your account no.: 21-04332
Phone number: +13212086949
Fax No.:

This order is governed by Aerzen USA Corp. Terms and Conditions of Sale of Goods and Services. Any terms or conditions provided by Buyer that conflict with, or are in addition to, Aerzen's Terms and Conditions are expressly rejected unless explicitly agreed to in writing by Aerzen. Please be advised that the quoted prices are contingent upon current market conditions and may be subject to change. In anticipation of potential new tariffs and/or associated fees on imported products, we reserve the right at any time to adjust our prices accordingly. We will inform you of any changes as soon as they are confirmed.

Serial No. 3-M-12060476 Service Items SEI-008999
Item No.: 21-TB100-08S, Package, Turbo Blower (TB100) Blower #2

Pos.	Item No. Description	Quantity	Unit of M.	Unit Price USD	Line Amount USD
	21-009298-100 G3 Turbo IG5.1 Conversion Kit	1	each	25,622.63	25,622.63
		1		0.00	0.00
	FREIGHT				

Total USD Excl. TAX	25,622.63
Tax Amount	0.00
Total USD Incl. TAX	25,622.63

Bank
Routing
Account No
SWIFT
Remittance email

USD Payments - ACH/Wire
JP Morgan Chase
021000021
350056393
CHASUS33
remittance-usa@aerzen.com

USD Payments - Lockbox
Aerzen USA Corp
PO Box 21920
New York, NY 10087-1920
USA

EUR Payments - Wire
Commerzbank AG
Intermediary Bank: COBADEFF
150113606800EUR
COBAUS3X
remittance-usa@aerzen.com



AERZEN

Compressed air, gas
and vacuum solutions

Quote no. SEQ-25-003439/ 0

Page 2 / 2

Ship-to Address:
City of Cocoa - Sellers Water Reclam.
John Burton
375 N. Cocoa Blvd
COCOA, FL 32922
USA

For questions on this order, please contact your Regional Service Coordinator.

Best regards,

Tim Haxton

Aerzen USA Corporation

Bank	USD Payments - ACH/Wire	USD Payments - Lockbox	EUR Payments - Wire
Routing	JP Morgan Chase	Aerzen USA Corp	Commerzbank AG
Account No	021000021	PO Box 21920	Intermediary Bank: COBADEFF
SWIFT	350056393	New York, NY 10087-1920	150113606800EUR
Remittance email	CHASUS33	USA	COBAUS3X
	remittance-usa@aerzen.com		remittance-usa@aerzen.com



AERZEN

Compressed air, gas
and vacuum solutions

City of Cocoa WRF
Jerry Sellers WRF
Att.: Joseph Gibson
375 N Cocoa Blvd
COCOA, FL 32922
USA

Aerzen USA Corporation
108 Independence Way
Coatesville, PA 19320-1653
USA

www.aerzen.com
Phone: 610-380-0244



Quotation

Quote no. SEQ-25-001579/ 0
Date: 03/06/25
Quote Expiration date: 04/05/25
Salesperson: Aaron Groover
Salesperson: Nic Cubitt

Page 1 / 2

Payment Terms: Net 30 days
Shipment Terms: DAP DELIVERED AT PLACE BUYER UNLOADS NAMED PLACE

Your account no.: 21-04332
Phone number: +1 321-208-6949
Fax No.: +1 321-474-0329
E-Mail: jgibson@cocoafl.gov

This proposal is per Aerzen USA Corp Terms and Conditions of Service – AMUSA.SER.05.24.001

Annual PM (Labor and Travel)

Pos.	Item No. Description	Quantity	Unit of M.	Unit Price USD	Line Amount USD
	Flat Rate Labor + Travel	5	each	1,950.00	9,750.00

Serial No. 3-M-12060476 Service Items SEI-008999

Item No.: 21-TB100-08S, Package, Turbo Blower (TB100) Blower #2

Serial No. 3-M-12070618A Service Items SEI-009000

Item No.: 21-TB100-08S, Package, Turbo Blower (TB100)

Serial No. 3-M-13081208 Service Items SEI-008998

Item No.: 21-TB100-08S, Package, Turbo Blower (TB100)

Total USD Excl. TAX	9,750.00
Tax Amount	0.00
Total USD Incl. TAX	9,750.00

Bank
Routing
Account No
SWIFT
Remittance email

USD Payments - ACH/Wire
JP Morgan Chase
021000021
350056393
CHASUS33
remittance-usa@aerzen.com

USD Payments - Lockbox
Aerzen USA Corp
PO Box 21920
New York, NY 10087-1920
USA

EUR Payments - Wire
Commerzbank AG
Intermediary Bank: COBADEFF
150113606800EUR
COBAUS3X
remittance-usa@aerzen.com



AERZEN

Compressed air, gas
and vacuum solutions

Quote no. SEQ-25-001579/ 0

Page 2 / 2

Ship-to Address:
City of Cocoa - Sellers Water Reclam.
John Burton
375 N. Cocoa Blvd
COCOA, FL 32922
USA

For questions on this order, please contact your Regional Service Coordinator.

Best regards,

Nic Cubitt

Aerzen USA Corporation

Bank	USD Payments - ACH/Wire	USD Payments - Lockbox	EUR Payments - Wire
Routing	JP Morgan Chase	Aerzen USA Corp	Commerzbank AG
Account No	021000021	PO Box 21920	Intermediary Bank: COBADEFF
SWIFT	350056393	New York, NY 10087-1920	150113606800EUR
Remittance email	CHASUS33	USA	COBAUS3X
	remittance-usa@aerzen.com		remittance-usa@aerzen.com

PROPRIETARY

Purchase Order

**PURCHASE
ORDER NO.
083579**



City of Cocoa
65 STONE ST
COCOA, FL 32922
321-433-8833
Purchasing@cocoafl.gov

P.O. Date : 03/10/2025

VENDOR PHONE : (610)380-0244

VENDOR NUMBER : 6522

VENDOR ADDRESS : AERZEN USA CORPORATION
108 INDEPENDENCE WAY
COATESVILLE, PA 19320-1653

SHIP TO : SELLERS WATER RECLAMATION
SELLERS WATER RECLAMATION
375 N. COCOA BOULEVARD
COCOA, FL 32922

*Above P.O. # **MUST** Appear on ALL Invoices, Packing Slip and Correspondence*

DELIVER BY	REQUISITION #	REQUISITION DATE	CONFIRMED BY	
09/30/2025	0000049669	03/06/2025	RHOCHREITER/FP/4120	
FOB	ACCOUNT NUMBER		PROJECT #	BUYER
COCOA	42141205363400			CHRISTINE SAVAGE

Item #	Quantity / Unit	Description/Remarks	Unit Cost	Extended Cost
1	5.00 EA	FLAT RATE LABOR & TRAVEL 001 017 Serial No. 3-M-12060476 Service Items SEI-008999 Item No.: 21-TB100-08S, Package, Turbo Blower (TB100) Blower #2 Serial No. 3-M-12070618A Service Items SEI-009000 Item No.: 21-TB100-08S, Package, Turbo Blower (TB100) Serial No. 3-M-13081208 Service Items SEI-008998 Item No.: 21-TB100-08S, Package, Turbo Blower (TB100) ***QUOTE SEQ-25-001579/ 0***	1,950.0000	9,750.00

TOTAL PURCHASE AMOUNT	\$9,750.00
------------------------------	-------------------

PROPRIETARY



Purchase Order

City of Cocoa
65 STONE ST
COCOA, FL 32922
321-433-8833
Purchasing@cocoafl.gov

**PURCHASE
ORDER NO.
083579**

Remit Invoice to:

**CITY OF COCOA
ATTN: ACCOUNTS PAYABLE
65 STONE STREET
COCOA, FL 32922**

or

Email: AccountsPayable@cocoafl.gov

AUTHORIZED SIGNATURE -


Purchasing/Contracts Manager

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

1. Do not invoice prior to shipment.
2. Partial shipments must be billed as separate invoices.
3. The right is reserved to cancel order if not filled by specified date.
4. Acceptance of order includes acceptance of all terms, prices, delivery instructions, specifications, and conditions.
5. **IMPORTANT: Invoices and packing slips must bear City Purchase Order #.** Confirm Receipt of PO to Purchasing@cocoafl.gov.

TERMS and CONDITIONS

1. AGREEMENT:

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

2. TIME IS OF THE ESSENCE:

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

3. WARRANTY:

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

4. MODIFICATIONS:

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

5. WAIVER:

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

6. CITY OPTIONS:

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

7. INDEMNIFICATION:

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

8. PATENT INDEMNIFICATION:

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

9. INSPECTION:

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

10. TAXES:

The City government is a non-profit operation and not subject to tax.

11. CONTINGENCIES:

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

12. PRICE PROTECTION:

Seller warrants that the price(s) set forth herein are equal to the lowest net price, and the terms and conditions of sale as favorable as the price(s), terms and conditions afforded by the Seller to any other customer for goods or services of compatible grade or quality during the terms hereof. Should City be able to purchase goods or services of the same or comparable quality from another

source at a lower delivered cost than in effect hereunder, and City gives Seller written notice hereto, City may purchase such goods or services from such other sources at such lower delivered cost unless within fifteen days of receipt by Seller of said notice, Seller meets such lower delivered cost for such quantity of goods or services. Any quantity of goods or services so purchased from another source by City shall be deducted from the total quantity offered on this Agreement, but the Agreement shall otherwise remain unaffected.

13. PACKAGING AND CARTAGE:

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

14. HAZARD:

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

15. QUANTITY:

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

16. ASSIGNMENT:

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

17. CHOICE OF LAW; VENUE:

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

18. PUBLIC RECORDS; RIGHT TO AUDIT RECORDS:

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

19. FISCAL YEAR FUNDING APPROPRIATION:

a) Specified Period.

Unless otherwise provided by law, a purchase order for supplies or services may be entered into for any period of time deemed to be in the best interest of the City, provided the term of the purchase order and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the initial fiscal period of the purchase order. Payment and performance obligations for succeeding fiscal periods shall be subject to the annual appropriation by City Council.

b) Cancellation Due to Unavailability of Funds in Succeeding Fiscal Periods.

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, the purchase order shall be cancelled, and the contractor shall be entitled to reimbursement for the reasonable value of any work performed to the date of cancellation.

20. FAILURE TO EXECUTE PURCHASE ORDER:

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

21. INDEPENDENT CONTRACTOR:

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

22. OTHER RELATED AGREEMENTS:

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

23. SOVEREIGN IMMUNITY:

Nothing contained in this Purchase Order shall be construed as a waiver of the City's right to sovereign immunity under section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. The provisions of §768.28, Florida Statutes, and any other limitations or restrictions in the City's liability shall be deemed incorporated herein by this reference.

24. INSURANCE:

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

25. E-VERIFY:

Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, Seller 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. Seller 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. Seller 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. Seller shall provide a copy of all subcontractor affidavits to the City upon receipt and shall maintain a copy for the duration of the Agreement. Seller must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Seller stating all employees hired on and after January 1, 2021, have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system. Failure to comply with this provision is a material breach of this Agreement and shall result in the immediate termination of the Agreement without penalty to the City. Seller shall be liable for all costs incurred by the City securing a replacement Agreement, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.

PROPRIETARY



Purchase Order

City of Cocoa
65 STONE ST
COCOA, FL 32922
321-433-8833
Purchasing@cocoafl.gov

**PURCHASE
ORDER NO.
083583**

P.O. Date : 03/11/2025

VENDOR PHONE : (610)380-0244

VENDOR NUMBER : 6522

VENDOR ADDRESS : AERZEN USA CORPORATION
108 INDEPENDENCE WAY
COATESVILLE, PA 19320-1653

SHIP TO : SELLERS WATER RECLAMATION
SELLERS WATER RECLAMATION
375 N. COCOA BOULEVARD
COCOA, FL 32922

*Above P.O. # **MUST** Appear on ALL Invoices, Packing Slip and Correspondence*

DELIVER BY	REQUISITION #	REQUISITION DATE	CONFIRMED BY
06/15/2025	0000049668	03/06/2025	RHOCHREITER/FP/4120
FOB	ACCOUNT NUMBER	PROJECT #	BUYER
COCOA	42141205364600		CHRISTINE SAVAGE

Item #	Quantity / Unit	Description/Remarks	Unit Cost	Extended Cost
1	1.00 EA	INVERTER ASSEMBLY 001 017 ***QUOTE SEQ-25-001356/ 0***	7,538.5800	7,538.58
2	1.00 EA	CPU BOARD, TURBO BLOWER 001 017	599.1900	599.19
3	1.00 EA	MOTOR ASSEMBLY 001 017	16,038.0000	16,038.00
4	1.00 EA	I/O BOARD, TURBO BLOWER 001 017	1,849.3000	1,849.30

TOTAL PURCHASE AMOUNT

\$26,025.07

PROPRIETARY



Purchase Order

City of Cocoa
65 STONE ST
COCOA, FL 32922
321-433-8833
Purchasing@cocoafl.gov

**PURCHASE
ORDER NO.
083583**

Remit Invoice to:

**CITY OF COCOA
ATTN: ACCOUNTS PAYABLE
65 STONE STREET
COCOA, FL 32922**

or

Email: AccountsPayable@cocoafl.gov

AUTHORIZED SIGNATURE -


Purchasing/Contracts Manager

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

1. Do not invoice prior to shipment.
2. Partial shipments must be billed as separate invoices.
3. The right is reserved to cancel order if not filled by specified date.
4. Acceptance of order includes acceptance of all terms, prices, delivery instructions, specifications, and conditions.
5. **IMPORTANT: Invoices and packing slips must bear City Purchase Order #.** Confirm Receipt of PO to Purchasing@cocoafl.gov.

TERMS and CONDITIONS

1. AGREEMENT:

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

2. TIME IS OF THE ESSENCE:

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

3. WARRANTY:

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

4. MODIFICATIONS:

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

5. WAIVER:

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

6. CITY OPTIONS:

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

7. INDEMNIFICATION:

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

8. PATENT INDEMNIFICATION:

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

9. INSPECTION:

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

10. TAXES:

The City government is a non-profit operation and not subject to tax.

11. CONTINGENCIES:

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

12. PRICE PROTECTION:

Seller warrants that the price(s) set forth herein are equal to the lowest net price, and the terms and conditions of sale as favorable as the price(s), terms and conditions afforded by the Seller to any other customer for goods or services of compatible grade or quality during the terms hereof. Should City be able to purchase goods or services of the same or comparable quality from another

source at a lower delivered cost than in effect hereunder, and City gives Seller written notice hereto, City may purchase such goods or services from such other sources at such lower delivered cost unless within fifteen days of receipt by Seller of said notice, Seller meets such lower delivered cost for such quantity of goods or services. Any quantity of goods or services so purchased from another source by City shall be deducted from the total quantity offered on this Agreement, but the Agreement shall otherwise remain unaffected.

13. PACKAGING AND CARTAGE:

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

14. HAZARD:

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

15. QUANTITY:

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

16. ASSIGNMENT:

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

17. CHOICE OF LAW; VENUE:

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

18. PUBLIC RECORDS; RIGHT TO AUDIT RECORDS:

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

19. FISCAL YEAR FUNDING APPROPRIATION:

a) Specified Period.

Unless otherwise provided by law, a purchase order for supplies or services may be entered into for any period of time deemed to be in the best interest of the City, provided the term of the purchase order and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the initial fiscal period of the purchase order. Payment and performance obligations for succeeding fiscal periods shall be subject to the annual appropriation by City Council.

b) Cancellation Due to Unavailability of Funds in Succeeding Fiscal Periods.

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, the purchase order shall be cancelled, and the contractor shall be entitled to reimbursement for the reasonable value of any work performed to the date of cancellation.

20. FAILURE TO EXECUTE PURCHASE ORDER:

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

21. INDEPENDENT CONTRACTOR:

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

22. OTHER RELATED AGREEMENTS:

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

23. SOVEREIGN IMMUNITY:

Nothing contained in this Purchase Order shall be construed as a waiver of the City's right to sovereign immunity under section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. The provisions of §768.28, Florida Statutes, and any other limitations or restrictions in the City's liability shall be deemed incorporated herein by this reference.

24. INSURANCE:

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

25. E-VERIFY:

Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, Seller 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. Seller 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. Seller 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. Seller shall provide a copy of all subcontractor affidavits to the City upon receipt and shall maintain a copy for the duration of the Agreement. Seller must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Seller stating all employees hired on and after January 1, 2021, have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system. Failure to comply with this provision is a material breach of this Agreement and shall result in the immediate termination of the Agreement without penalty to the City. Seller shall be liable for all costs incurred by the City securing a replacement Agreement, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.

CHANGE ORDER REQUEST FORM	
----------------------------------	--

SELECT CHANGE ORDER TYPE:

- | | | |
|-------------------------------------|--|-------|
| ☒ | GENERAL | |
| ☐ | CONSTRUCTION-----Assigned Project # Required: | _____ |
| ☐ | CONSTRUCTION CONTINGENCY----Resolution # Required: | _____ |
| | Amount Approved: _____ Balance Remaining: | _____ |
| ☐ | TASK ORDER -----Assigned Task Order # Required: | _____ |
| ☐ | TASK ORDER AMENDMENT-----Amendment # Required: | _____ |

Date: 05/27/25

New Requ #:

49980

Change Requisition Number #

2

Name of Requestor
completing this form:

Rose Hochreiter

The logo for Cocoa, Florida, is centered on the page. It features a light green outline of the state of Florida. Overlaid on the map are several tropical and coastal elements: a palm tree in the upper left, a yellow sun with rays in the center, a sailboat on the right, and a pineapple in the lower left. To the right of the map, the word 'COCOA' is written in large, green, outlined letters, and the word 'FLORIDA' is written below it in smaller, brown, outlined letters.

Rose Hochreiter



Original Purchase Order Amount	\$ 26,025.07
Change Order # 1 Amount	375.94
Change Order # 2 Amount	26,022.63
Change Order # 3 Amount	
Change Order # 4 Amount	
Change Order # 5 Amount	
Change Order # 6 Amount	
Change Order # 7 Amount	
Change Order # 8 Amount	
New Purchase Order Amount	\$ 52,423.64

Vendor Name	Original Requisition Number	PO Number	Original PO Amount
Aerzen USA Corp.	49668	83583	\$ 26,025.07

REASON FOR CHANGE (Click box(s) to select):

☐ Correct Freight Cost	☐ Cancel Line Item
☐ Correct Unit Cost	☒ Add Additional Money
☐ Correct Account	☐ Add/Delete/Change Project #
☐ Correct Quantity Ordered	☐ Liquidate Money
☒ Add Line Item	☐ Cancel Entire PO

- REASON FOR CHANGE (Click box(s) to select):**
- | | |
|--|--|
| ☐ Correct Freight Cost | ☐ Cancel Line Item |
| ☐ Correct Unit Cost | ☒ Add Additional Money |
| ☐ Correct Account | ☐ Add/Delete/Change Project # |
| ☐ Correct Quantity
Ordered | ☐ Liquidate Money |
| ☒ Add Line Item | ☐ Cancel Entire PO |

☐ Other-Explain:

Please make correction(s) to original PO as listed below:

[illegible]

THIS AMOUNT MUST BE LISTED AT THE TOP OF THIS FORM NEXT TO THE CORRESPONDING CHANGE ORDER #.

\$	26,022.63
----	-----------

Change Order Justification:

An additional part was added to the order. The estimated freight is based on the amount of freight we have been charge by the vendor previously.

*****Please be sure to save this Change Order Form as a PDF prior to inputting it into your requisition folder. *****



City of Cocoa Budget Adjustment Form FY2025- 068-T

Select Adjustment Type: Budget Transfer

Requesting Department #: 4120 Utilities

Date Prepared: 6/11/25

From Accounts'

Adjusting Amount	Account Number	Account Name	Current Budget	Adjusted Budget	Project Number
(\$ 8,000)	421-4120-536.46-00	REPAIRS AND MAINTENANCE		(\$ 8,000)	
(\$ 10,000)	421-4120-536.64-15	IT HARDWARE		(\$ 10,000)	
(\$ 8,000)	421-4120-536.46-02	REPAIR/MAINT BUILDINGS		(\$ 8,000)	
(\$ 1,305)	421-4120-536.51-00	OFFICE SUPPLIES		(\$ 1,305)	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
(\$ 27,305) Total					

To Accounts'

Adjusting Amount	Account Number	Account Name	Current Budget	Adjusted Budget	Project Number
\$ 27,305	421-4120-536.44-00	RENTALS AND LEASES		\$ 27,305	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
\$ 27,305 Total					

Reason/Justification for Adjustment:

Sellers has three Aerzen blowers which are critical to the operation of the plant. One of the blowers is completely off line and the other is in need of immediate repair. We are in the process of ordering parts. In the meantime, a blower needs to be leased immediately. This purchase was approved by Stockton Whitten, City Manager, on 5/17/25.

Agenda# 25-549

City Council Approval Needed? Yes: ☒ No: ☐

Date Approved: _____

Resolution #: _____

~*City Council Approval needed for transfers greater than \$75,000 or transfers between departments/funds. All CRA adjustments must go to their respective boards.

Rose Hochreiter
Digitally signed by Rose Hochreiter
Date: 2025.06.11 11:45:44 -04'00'
Requestor's Signature

Zoie Badalov
Digitally signed by Zoie Badalov
Date: 2025.06.19 08:12:19 -04'00'
Finance Approval Signature

Finance Director's Signature

Katherine Ennis
Digitally signed by Katherine Ennis
Date: 2025.06.12 09:29:34 -04'00'
Department Director's Signature

Lora Howell
Digitally signed by Lora Howell
Date: 2025.06.27 15:22:34 -04'00'
Deputy Finance Director's Signature

City Manager's Signature

FINANCE USE ONLY:

Date Entered: _____

Entered By: _____

Group #: _____

CITY COUNCIL AGENDA ITEM

Memo Date: June 16, 2025
Agenda Date: July 8, 2025
File ID: 2025-551
Prepared By: Gail Bantugan, Leisure Services Manager
Through: Samantha Senger, Communications & Economic Development Manager
Requested Action: Approve the requested road closure that lies outside the Central Business District

BACKGROUND:

During any given calendar year, the number of street closures approved by the City Council within the Central Business District (CBD) zoning district shall not exceed twenty-four (24) days. This road closure request does not fall inside the limits of the Central Business District and therefore does not apply to that requirement. Any street closure lasting in excess of four (4) hours shall be counted as one full day, while any street closure of four (4) hours or less shall be counted as one half day per the Special Events Ordinance No. 04-2018.

Mathew's Hope/Trinity Oaks Event Venue 5K Fun Run/Walk, Saturday, October 11, 2025 (5:00am-1:00pm)

Forrest Avenue to Highland Street

Highland Street to Indian River Drive

Heading North on Indian River Drive to Dixon Boulevard

Turning around at Dixon Boulevard while on Indian River Drive

Returning to Mathew's Hope Ministries via Indian River Drive to Highland Street to Forrest Avenue.

The street closure is a rolling closure request. The race route will reopen immediately after all the participants have crossed the finish line.

PRIORITY AREA CONNECTION:

Economic and Community Development

BUDGETARY IMPACT:

The City receives \$50.00 for each group that requests a street closure.

PREVIOUS ACTION:

This is a new road closure request from Mathews Hope Ministries, Trinity Oaks Venue.

RECOMMENDED MOTION:

Approve the requested road closure that lies outside the Central Business District

CITY COUNCIL AGENDA ITEM

Memo Date: June 19, 2025
Agenda Date: July 8, 2025
File ID: 2025-554
Prepared By: Jennifer Webster, Senior Planner
Through: Stockton Whitten, City Manager
Requested Action: Staff requests City Council APPROVE the Amended and Restated Development Agreement for affordable housing and Purchase and Sale Agreement for the Michael C. Blake Subdivision in Cocoa, Florida.

BACKGROUND:

On April 22, 2025, City Council approved the Development Agreement and Purchase and Sale Agreement for the Michael C. Blake Subdivision, in Cocoa, Florida, situated in the Diamond Square Community Redevelopment area, affecting approximately 2.83 acres of city-owned property, located generally on Mango Avenue, Valencia Avenue, and Blake Avenue between Barbara Jenkins Street and Stone Street for the development of seventeen (17) existing parcels of real property into thirty-two (32) affordable, single-family homes with lots not less than thirty-seven (37) feet in width and ninety-five (95) feet in depth.

On May 13, 2025, City Council approved a correction to the Development Agreement and Purchase and Sale Agreement for the Michael C. Blake Subdivision, correcting the lot width from 37' to 36.25' for four of the lots and updating the Schedule of Performance Obligations.

Staff now requests City Council APPROVE the **Amended and Restated** Development Agreement for affordable housing and Purchase and Sale Agreement. The amendments include dividing the description of the property into two sections: the "Michael C. Blake Lots", which are the fifteen (15) parcels of real property within the Michael C. Blake platted subdivision; and the remaining (2) lots referred to as the "College Park Lots", located in the Amended Map of College Park subdivision, that is, the two vacant lots on Temple Street and Barbara Jenkins St, just west of Mango Ave.

The City and the Developer determined that it is in their best interest to approach the development of the College Park Lots in a slightly different manner than provided in the original Development Agreement because the College Park Lots are not intended to be further subdivided, allowing an expedited schedule of development to take place on the College Park Lots, and also to renegotiate the purchase price of the two College Park Lots from \$15,000 to \$25,000.

PRIORITY AREA CONNECTION:

Economic and Community Development

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

April 02, 2025, The Planning and Zoning Board voted unanimously to recommend that City Council APPROVE the Development Agreement for the Michael C. Blake Subdivision.

April 22, 2025, City Council APPROVED the Development Agreement and Purchase and Sale Agreement for the Michael C. Blake Subdivision.

May 13, 2025, City Council APPROVED a correction to the Development Agreement and Purchase and Sale Agreement for the Michael C. Blake Subdivision, correcting the lot width from 37' to 36.25' for four of the lots and updating the Schedule of Performance Obligations.

RECOMMENDED MOTION:

Staff requests City Council APPROVE the Amended and Restated Development Agreement for affordable housing and Purchase and Sale Agreement for the Michael C. Blake Subdivision in Cocoa, Florida.

THIS INSTRUMENT WAS PREPARED BY
AND SHOULD BE RETURNED TO:

Anthony A. Garganese
City Attorney of Cocoa
Garganese, Weiss, D'Agresta & Salzman, P.A.
111 N. Orange Avenue, Suite 2000
Orlando, FL 32802

(407) 425-9566

FOR RECORDING DEPARTMENT USE ONLY

CITY OF COCOA

**AMENDED AND RESTATED DEVELOPMENT AGREEMENT FOR AFFORDABLE
HOUSING –**

MICHAEL C. BLAKE SUBDIVISION PROJECT

THIS AMENDED AND RESTATED DEVELOPMENT AGREEMENT (“Agreement”) is made and executed this _____ day of _____, 2025, by and between the **CITY OF COCOA**, a Florida Municipal Corporation (“City”), whose address is 65 Stone Street, Cocoa, Florida 32922 and **LENNAR HOMES, LLC**, a Florida limited liability company (“Developer”), whose principal address is 5505 Waterford District Drive, Miami, FL 33126.

WITNESSETH:

WHEREAS, the City is the owner of fifteen (15) parcels of real property within the Michael C. Blake platted subdivision, recorded in the Plat Book of Brevard County, Book 66, Page 69 (the “Michael C. Blake Lots”), as well as two (2) parcels of real property located in the Amended Map of College Park subdivision, recorded in the Plat Book of Brevard County, Book 5, Page 72 (the “College Park Lots”), totaling together approximately 2.83 acres, located generally on Mango Avenue, Valencia Avenue, and Blake Avenue between Barbara Jenkins Street and Stone Street, being more particularly described on **Exhibit “A”**, attached hereto and incorporated by this reference, consisting of the following Tax Parcel IDs: 24-36-32-07-*-5, 24-36-32-07-*-6, 24-36-32-07-*-9, 24-36-32-07-*-10, 24-36-32-07-*-4, 24-36-32-07-*-11, 24-36-32-07-*-3, 24-36-32-07-*-12, 24-36-32-07-*-2, 24-36-32-07-*-13, 24-36-32-07-*-1, 24-36-32-07-*-14, 24-36-32-CC-13-7, 24-36-32-CC-13-14, 24-36-32-07-*-15, 24-36-32-07-*-16, 24-36-32-07-*-17 (collectively the “Property”); and

WHEREAS, the City acquired a portion of the Property from the Cocoa Housing Authority for purposes of developing affordable housing and previously subdivided such portion of the Property into the Michael C. Blake subdivision; and

WHEREAS, the Property is located in the Diamond Square Community Redevelopment Area; and

WHEREAS, the City solicited proposals in September 2024 via RFP P-25-02-COC for the redevelopment of the Property into affordable, single-family housing to further the Diamond Square Community Redevelopment Plan objectives; and

WHEREAS, in October 2024, the Developer submitted a proposal to the City titled “Lennar Homes, LLC Proposal in Response to Request for Proposal P-25-02-CC For the Purchase/Disposal of Surplus Real Estate for the Development of Affordable Housing in the Michael C. Blake Subdivision in Cocoa, Florida 32922 Situated in the Diamond Square Community Redevelopment Area,” which proposed that the Property be developed as thirty-two (32) homesites, each of which would accommodate a two-story, approximately 16’ wide home carefully designed to maximize usable space with sizes ranging from 1,295 square feet to approximately 1,700 square feet (each referred to herein as a “homesite”), which would be sold for a maximum sales price not exceeding the affordable threshold established by HUD at the time of sale; and

WHEREAS, the Property is located in the Medium Density Residential Future Land Use category, with a maximum density of 15 dwelling units per acre, and is zoned RU-1-7, Single-Family Dwelling District, which generally requires larger lot sizes of at least 7,500 square feet with 75’ minimum widths; and

WHEREAS, the Diamond Square Community Redevelopment Area already consists of many smaller lots that are nonconforming as they are 50’ or less in width, and the City Council via Ordinance 12-2024, recently reduced required setbacks specifically in the Diamond Square Community Redevelopment Area, to promote the development of essential housing on currently available small lots as one means of addressing housing needs; and

WHEREAS, pursuant to its Florida Municipal Home Rule Powers and the City of Cocoa Code of Ordinances (“City Code”), Section 15-21, the City Council may approve Development Agreements which waive certain provisions of the City's land development regulations when in the public interest and consistent with the Comprehensive Plan, provided the Developer demonstrates a bona fide need for the variance or waiver and agrees to provide significant enhancements to the Property in exchange for the variance or waiver; and

WHEREAS, the City Council finds and declares that this Development Agreement serves a public purpose and serves the public health, safety and welfare of the citizens and visitors of Cocoa, which includes promotion of the development of essential high quality safe, affordable and attainable housing on currently available land in the Diamond Square Community Redevelopment Area; and

WHEREAS, the Parties agree to fully cooperate with each other to facilitate the City's goal of promoting the development of essential high quality safe, affordable and attainable housing on the Property in accordance with the terms and conditions stated herein; and

WHEREAS, City and Developer previously entered into a Development Agreement, dated **XXXXXX**; and

WHEREAS, the Parties have determined that it is in their best interest to approach the development of the College Park Lots in a slightly different manner than provided in the original Development Agreement because the College Park Lots are not intended to be further subdivided, allowing an expedited schedule of development to take place on the College Park Lots; and

WHEREAS, the Parties herein intend to modify the conditions of the Development Agreement and acknowledge and agree that the previously executed Development Agreement is rescinded in its entirety and replaced as restated and amended herein; and

WHEREAS, as the owner of the Property, the City desires that the Property be developed and proceed in accordance with the schedule and conditions set forth herein; and

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties mutually agree as follows:

1.0 Recitals. The foregoing recitals are true and correct and are hereby incorporated herein by this reference.

2.0 Authority. This Agreement is entered into pursuant to the Florida Municipal Home Rule Powers Act and Section 15-21 of the City Code.

3.0 Purchase and Sale Agreement.

- (A) As of even date herewith, the Parties have entered into that certain Amended and Restated Agreement for the Purchase and Sale of Real Property (Michael C. Blake Subdivision Project) (the "**PSA**"), which shall, among other things, govern the conveyance of the Property from the City to the Development (the "**Closing**"). Pursuant to the PSA, Developer shall have a period of sixty (60) days for the purpose of investigation, discovery, and testing of the Property (the "**Investigation Period**"). Developer shall have the absolute and unqualified right to terminate this Agreement at any time prior to the expiration of the Investigation Period for any reason whatsoever or for no reason. In order to proceed under this Agreement, Developer must deliver written notice to City, reflecting Developer's decision to proceed (the "**Notice to Proceed**"), which Notice to Proceed must be delivered to City prior to the expiration of the Investigation Period. Developer shall also have the option of delivering a "Limited Notice to Proceed" at any time prior to the expiration of the Investigation Period for the College Park Lots, which would allow for the purchase and sale of the College Park Lots to proceed earlier and on a separate schedule than the Michael C. Blake Lots. If Developer does not timely

deliver the Notice to Proceed, this Agreement shall automatically terminate. Should Developer choose to issue a Limited Notice to Proceed but fails to issue a timely Notice to Proceed for the remaining Michael C. Blake Lots, this Agreement shall be terminated in part with respect to the Michael C. Blake Lots. If this Agreement is terminated in whole or in part pursuant to this Section, the City shall be entitled to draw upon the Irrevocable Standby Letter of Credit included with the Developer's RFP Proposal, and thereafter neither party shall have any further rights or obligations hereunder.

- (B) If the PSA is terminated for any reason, this Agreement shall automatically terminate and the City shall be entitled to draw upon the Irrevocable Standby Letter of Credit included with the Developer's RFP Proposal, and neither party shall have any further rights or obligations hereunder.

4.0 Project Description and Requirements. Developer shall, at its expense, replat, design, permit and construct no more than 30 single-family homes on the Michael C. Blake Lots and shall design, permit, and construct two (2) additional single-family homes on the College Park Lots. The College Park Lots shall not be further subdivided. The project on the Michael C. Blake Lots shall specifically consist of no more than thirty (30) single-family homes on individually platted lots, each of which would accommodate a two-story, approximately 16' wide home carefully designed to maximize usable space with sizes ranging from approximately 1,295 square feet to approximately 1,700 square feet. A single-story model of approximately 1,840 square feet shall also be available on the College Park Lots. The project shall include a minimum of four (4) available floorplans and twelve (12) elevations, to achieve architectural diversity and a broader range of choices for residents, and each home will have a minimum 2 bathrooms and three to four bedrooms. Prior to the sale of the homes, the Developer, or a third-party selected by the City and acceptable to the Developer in its reasonable discretion (a "**Third-Party Qualifier**"), shall identify and income-qualify potential homebuyers to ensure purchasers are classified as either very-low, low, or moderate income persons as defined in Section 420.0004, Florida Statutes. The Developer shall be responsible for all costs of utilizing a Third-Party Qualifier.

(Hereinafter the project description and requirements are referred to as the "**Project**").

The Project is generally depicted on the Conceptual Development Plan, which consists of a proposed concept site plan that is attached hereto and fully incorporated by reference herein as **Exhibit "B"** ("Conceptual Development Plan"). The Project shall be constructed in accordance with the requirements set forth in this Agreement.

5.0 Conceptual Development Plan. The Project shall be substantially developed in accordance with the Conceptual Development Plan which is attached hereto as **Exhibit "B"**. The Conceptual Development Plan is intended to be the general blueprint which details key aspects of the future physical development of the Property. The Conceptual Development Plan shall also serve as a necessary guide for future permit applications and permitting necessary to complete the construction of the Project. For the Michael C. Blake Lots, Developer shall have the obligation to further submit and obtain the City's approval for a preliminary plat, final plat, and final site plan/final engineering plans (collectively referred to as the "**Final Site Plan**"). These submissions

must be consistent with one another, align in all material respects with the Conceptual Development Plan, and comply with the City Code or standards included in Section 8.0 below. The College Park Lots shall not be further subdivided and, therefore, shall not require the submission of a preliminary plat, final plat, or final site plan/final engineering plan. The City and Developer expressly acknowledge and agree that the Conceptual Development Plan attached as **Exhibit “B”** was prepared prior to application for and submittal of engineering plans, including detailed engineering analysis of required stormwater retention and fire flow for the Project. During the Final Site Plan process, the Project shall be duly engineered and provided to the City for consideration under applicable City Codes, which must be observed and compliance achieved. Developer acknowledges and agrees that Developer shall proceed with preparation of development permit applications at its own risk given that a full engineering analysis of the Property’s suitability for the Project has not been performed. Should the City determine that the Conceptual Development Plan cannot be achieved while maintaining compliance with the City Code, except those waivers otherwise granted herein, during the Final Site Plan process the City shall have the right to deny Final Site Plan approval and may terminate this Agreement at its discretion. Upon termination, the City shall have revoked any approval of the Conceptual Development Plan. In effect, upon termination, the Developer shall have no further right or obligation to develop the Property. As further described below in Section 23.0 and 28.0, the City further reserves its right to process any Final Site Plan application in accordance with its police power and regulatory authority, which may result in denial of the application should compliance with City Codes and this Agreement not be achieved. In either the case of termination or denial of Final Site Plan approval, each Party shall bear their own costs and expenses incurred up to such date. The execution of this Agreement and approval of the Conceptual Development Plan herein shall not be construed under any circumstances as binding the City to either permit or convey the Property to the Developer, but merely constitutes initial approval of the Project design, subject to future conditions imposed by the City and assurances of the Developer.

While the City recognizes this Conceptual Development Plan may be reasonably modified to accommodate necessary changes associated with final engineering of the Project, any such modification may not include a different use of the Property nor a deviation from any condition provided in this Agreement. The Conceptual Development Plan shall be subject to reasonable adjustments at the Final Engineering Plan phase in order to bring the Project into full compliance with the City Code, and as a result, the exact location, layout and dimensions of the buildings, landscaping, entrances, utilities, parking and other site improvements may vary slightly between Conceptual Development Plan approval and approval of the Final Engineering Plans. These changes shall be allowed as long as the changes are consistent with the development standards noted in this Agreement and preserve the general character of the development shown on the Conceptual Development Plan.

6.0 Building Elevations and Floor Plans. The building and related floor plans shall be constructed substantially in accordance with the building elevations and floor plans depicted and set forth on **Exhibit “C,”** which is attached hereto and incorporated herein by this reference (“**Building Plans**”). Further, other aspects of the building façade and roof lines, color scheme, and architectural features depicted on the building may have to be adjusted during the City’s final review and approval procedures to satisfy the requirements of the City Code.

7.0 Project Enhancements. In accordance with Section 15-21 of the City Code and in consideration of the variances and waivers granted in Section 8.0 below, the Developer agrees to incorporate the following development enhancements into the Project:

- (A) **Income-Qualified Buyers.** The Developer agrees to income qualify, which may be conducted by a Third-Party Qualifier, all potential homebuyers to ensure the purchasers are classified as very-low, low, or moderate income persons as defined in Section 420.0004, Florida Statutes. The Developer agrees that the City may request a copy of the client file from the Third-Party Qualifier if used. Further, the Developer agrees to provide information to all potential homebuyers regarding any then-available programs through Lennar Mortgage to buy down the mortgage for a homesite.
- (B) **Affordable Purchase Price.** The Developer agrees that homes in the Project shall be affordable homes. Accordingly, no home shall be sold for a price exceeding the maximum sale price for affordable single-family homes established by the United States Department of Housing and Urban Development (HUD) at the time of sale, as published by the HUD Office of Policy Development and Research, in the HOME and Housing Trust Fund Homeownership Sales Price Limits, Palm-Bay-Melbourne-Titusville, FL MSA. In addition, the Developer shall convey all lots within the Project subject to a restrictive covenant, in a form acceptable to the City Attorney, providing that the sales price set forth herein shall remain the maximum sales price for said lots for a period of one (1) year from the date of Closing to ensure that home shall be utilized for an affordable residence for a minimum of one year.
- (C) **Landscaping, Fencing, and Playground Equipment for the Harry T. Moore Center.** Several lots in the Project adjoin the Harry T. Moore Center, and the adjoining properties require an adequate buffer to ensure compatibility. In addition, small lot sizes for the Project will likely result in little room for family amenities and play equipment. Therefore, the City agrees to prepare an enhanced landscape and decorative fence plan for the buffer and assist the Developer in selection of playground equipment for the Harry T. Moore Center; which, in the judgment of Developer, such plan shall not require the expenditure of more than one hundred and seventy-five thousand dollars (\$175,000.00) to complete. The Developer agrees that, prior to the issuance of the seventeenth (17th) certificate of occupancy for the Project, it shall complete or cause to be completed the enhanced landscaping, decorative fencing, and playground equipment plan prepared by the City around the Harry T. Moore Center. The construction contractor and/or the Developer shall be required to provide the City and its officials and employees with a written indemnification and hold harmless agreement in a form subject to approval of the City Attorney. Further, the construction contractor and/or the Developer must provide current certificates of worker's compensation, general liability and automobile insurance as provided in the City's Financial Operations Manual. In performing the landscaping services, the Developer, its contractors or subcontractors shall comply with all applicable federal, state and local laws,

ordinances, and regulations, including without limitation providing Worker's Compensation, Unemployment Insurance and Social Security. The landscaper and/or the Developer shall be required to post a one (1) year landscape maintenance bond or cash bond, which shall be in an amount not less than ten percent (10%) of the cost of the work, in favor of the City. The form of said bond shall be subject to approval of the City Attorney.

- (D) The Project shall incorporate the use of energy efficient lighting systems, insulation and ENERGY STAR rated windows, low-flow water fixtures, modern heat pumps, and energy efficient HVAC systems. The Project shall also install Florida-Friendly Landscaping for the Cocoa area as listed in the Plant Guide published by the University of Florida IFAS Extension.

8.0 Variances and Waivers. In accordance with Section 15-21 of the City Code and, in exchange for the significant project enhancements described above in Section 7.0, the City Council hereby approves the following waivers from the City Code:

- (A) Appendix A Zoning, Article XI, Section 3(E), Single-Family Residential District. The minimum lot size shall be reduced from 7,500 square feet to a minimum of 3,515 square feet, and 3,443.75 square feet for four (4) of the homesites.
- (B) Appendix A Zoning, Article XI, Section 3(E), Single-Family Residential District. The minimum lot width shall be reduced from 75 feet to 37 feet, and 36.25 feet for four (4) of the homesites.
- (C) Appendix A Zoning, Article XI, Section 3(E), Single-Family Residential District. The minimum lot depth shall be reduced from 100 feet to 95 feet deep.
- (D) Appendix A Zoning, Article XI, Section 3(E), Single-Family Residential District. The maximum lot coverage shall be increased from 30 percent to 50%. This waiver shall not be construed as a waiver of the maximum impervious surface ratio required within the Medium Density Residential future land use category.

9.0 Development Schedule and Future Permitting. Within three (3) months following the expiration of the Investigation Period the Developer shall, at its expense, prepare and file development permit applications for a Final Site Plan (excluding final plat) for the Michael C. Blake Lots and shall submit building permit applications for the two College Park Lots, consistent with the Conceptual Development Plan. As the Property owner, the City herein grants authorization to the Developer to apply for such permits consistent with the terms and conditions of this Agreement. City shall expedite the review of all such permit applications to the extent reasonably possible. The Developer shall diligently pursue and obtain, in good faith, final approval of the Final Site Plan (excluding final plat) for the Michael C. Blake Lots within six (6) months following the expiration of the Investigation Period. If the Developer fails to obtain such final approval from the City (a/k/a - a final development order) within the aforesaid six (6) months following the expiration of the Investigation Period, the City shall have the right to declare the Developer in default pursuant to Section 29.0 of this Agreement. If the Developer does not cure the default within the cure period, the City shall have the right, but not obligation to, terminate this Agreement in whole or in part without penalty and shall be entitled to draw upon the Irrevocable Standby Letter of Credit included with the Developer's RFP Proposal.

The Developer further shall be required to, within three months of preliminary plat approval, substantially complete all horizontal common infrastructure necessary to serve the Michael C. Blake subdivision and apply for final plat approval in accordance with Section 18-30 of the City Code. Developer shall not be permitted to apply for final plat approval until all common infrastructure necessary to serve the subdivision, such as utility improvements and master stormwater improvements, to the extent applicable, are substantially completed. However, because the Project will be served by already-constructed public streets, the City Manager may, within his or her sole discretion, waive the requirement to obtain a preliminary plat to the extent that no master improvements are necessary to be constructed to serve the Project. In such a case, the Developer may immediately apply for a final plat concurrently with application for final site plan/final engineering plan approval.

Following final plat approval, the Developer shall obtain building permits and substantially commence vertical construction of at least four (4) of the homesites in the Michael C. Blake subdivision within three (3) months of final plat approval. Thereafter, the Developer shall apply for and obtain building permits and commence vertical construction of at least (4) additional homes in the Michael C. Blake subdivision every month such that all building permits have been obtained and the vertical construction of the thirty homesites has commenced within ten (10) months of final plat approval. In addition, the Developer shall obtain building permits and substantially commence vertical construction of the two single-story homes on the College Park Lots within six (6) months after the expiration of the Investigation Period. Commencement of vertical construction for purposes of this Agreement shall require, at minimum, foundations have been poured and rough framing commenced. If the Developer fails to substantially commence vertical construction each month as provided in this Section, the City shall have the right to declare the Developer in default of this Agreement. Termination shall automatically become effective at the end of the cure period as provided in Section 29.0 in the event the Developer fails to substantially commence vertical construction as provided in this Section, and the City may exercise its default option(s) pursuant to Section 10.0(B) of this Agreement.

The Developer agrees that all certificates of occupancy for the thirty-two (32) homesites must be issued within fifteen (15) months of the Final Site Plan approval.

A Schedule of Major Performance Obligations required by this Agreement is attached as **Exhibit "D"** (the "**Schedule of Major Performance Obligations**"). The Schedule of Major Performance Obligations is intended to summarize several major benchmarks set forth in the Agreement and is set forth for convenience purposes only. To the extent of any conflict between any provision set forth in this Agreement and the Schedule of Major Performance Obligations, the conflicting provision in the Agreement shall control.

The Developer shall be solely responsible for obtaining any and all necessary local and state permits including, but not limited to, an excavation/grading permit, building permits, and any environmental permit approvals which are required in order to allow the Developer to satisfy the construction/development schedule and other terms and conditions of this Agreement. Issuance of a development permit or development order by the City does not create any right on the part of the Developer to obtain a permit from a state or federal agency and does not create any liability on

the part of the City for issuance of the permit if the Developer fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. All other applicable state or federal permits shall be obtained by the Developer, at the Developer's expense, before commencement of the development.

10.0 Purchase Price of Property; City Options in the event of Developer Default.

(A) Purchase Price. The Developer has offered to purchase the Property for a Purchase Price, as defined in the PSA, of five hundred thousand dollars (\$500,000.00), which is the equivalent of \$15,000.00 per homesite in the Michael C. Blake subdivision and \$25,000.00 per College Park Lot. The City Council hereby accepts the offer of the Developer and determines herein, pursuant to Section 163.380, Florida Statutes, that the Purchase Price of the Property represents the value determined to be in the public interest for the proposed uses and Project in accordance with the Diamond Square Community Redevelopment Plan. In determining the value of the Property as being in the public interest for uses in accordance with the community redevelopment plan, the City has taken into account and given consideration to the long-term benefits to be achieved by the City resulting from incurring short-term losses or costs in the disposal of such real property; the uses provided in such plan; the restrictions upon, and the covenants, conditions, and obligations assumed by, the Developer; and the objectives of such plan for the prevention of the recurrence of slum or blighted areas.

(B) City Options in the event of Developer Default. The Developer agrees that the City has an overriding and legitimate public interest in ensuring that the Property be redeveloped in accordance with the terms and conditions of this Agreement. Therefore, to provide the City assurances that it will fulfill its commitment to develop the Property once the City conveys any portion thereof to the Developer, in addition to any other remedies available at law or in equity to the City upon a Developer default, including specific performance of the covenants required herein, the Developer agrees that should the Developer fail to perform each and every one of its obligations hereunder following the conveyance of the Property to the Developer, the City shall have the option to repurchase any homesite upon which Developer has not commenced construction, as evidenced by the commencement of trenching activities for the foundation of the home, for \$15,000.00 per such Michael C. Blake homesite or \$25,000.00 per College Park Lot.

(C) Restoration Guaranty. In the event Developer abandons construction of any homesite of the Project after commencement of such construction, the Developer shall be obligated to raze all partially completed improvements on such abandoned homesites and shall sod the applicable portion of the Property. The foregoing obligation of the Developer shall be guaranteed by a letter of credit in the amount of \$100,000.00, which shall be delivered to the City prior to the issuance of the first building permit. As used herein, the term "abandons" shall mean either (a) the Developer ceases all construction activities on the homesite for a period of six (6) months, subject to the Force Majeure provisions in this Agreement; or (b) the Developer notifies the City of its intent to abandon construction in part or in whole.

11.0 Conveyance of Property; Closing Terms. For the Michael C. Blake Lots, no sooner than the date that the Developer obtains preliminary plat and final site plan approval for the Project from the City, the Developer shall request that the City convey the Property, which shall

be conveyed in a single transaction and in accordance with the terms of the PSA. For the College Park Lots, the Developer may request conveyance immediately following the Effective Date of this Agreement. Conveyance shall be required before the Developer commences any construction on the Project and shall occur under the following conditions:

(A) Notice. The Developer shall provide the City a written notice requesting conveyance of the Property or may, at separate times provided for in this Agreement, provide written notice requesting conveyance of the College Park Lots and the Michael C. Blake Lots (the “**Conveyance Notice**”).

(B) Financing and Construction Commitments. As a condition precedent to the City’s obligation to convey the Property, or any portion thereof, as required by this Section 11.0, the Developer shall provide and deliver to the City the following prior to Closing (collectively, the “**Conditions Precedent**”):

(1) Financing. Written letter from an authorized representative of the Developer, addressed to the City’s Mayor, affirmatively confirming that the Developer has made a final decision to purchase the Property and commence construction in accordance with the terms and conditions of this Agreement.

(2) Performance Bonds. Written proof of a performance bond or other surety by the Project’s general contractor for the completion of the construction of the Project or portion thereof, in a form acceptable to the lending institution, private lender, or equity group financing the Project construction.

Should the Developer proceed with closing on the College Park Lots separately, the Conditions Precedent shall continue to apply but are limited to evidence of fencing and performance bonding only for improvements on the College Park Lots.

(C) Closing Terms. The following closing terms shall apply with respect to the conveyances:

(1) Unless otherwise agreed to by the parties in writing, the Closing date for conveyance of the Property by the City to the Developer pursuant to the PSA shall be sixty (60) days from the applicable Conveyance Notice unless the Developer fails to satisfy the condition precedents set forth in this Section 11.0. If the Developer fails to satisfy the Condition Precedents within said sixty (60) day time period, the City shall have the right to declare the Developer in default pursuant to Section 29.0 of this Agreement. If the Developer does not cure said default within the cure period, the City shall have the option to terminate the conveyance and/or this Agreement without penalty.

(2) Except as otherwise provided for herein, the Developer shall accept the Property in “as-is” condition subject to the Development Covenants required by Section 12.0 of this Agreement and the terms and conditions of the PSA.

12.0 Development Covenants. The following development covenants (the “**Development Covenants**”) shall survive the Closing under the PSA for all Lots:

(A) The Developer shall develop the Property in accordance with the terms and conditions of this Agreement and is without the power to sell, lease, or otherwise transfer the Property without the prior written consent of the City until such time that the Developer has completed the construction of any or all improvements which the Developer has obligated itself to complete pursuant to this Agreement and the final plat is approved and recorded by the City.

(B) The Property shall be maintained and used as single-family residences on individually platted lots.

(C) Except for the first mortgage required by the Developer’s primary lender on the Project, the Developer shall not encumber the Property with any other mortgage, lien, or other encumbrance without the prior written consent of the City until such time the City approves and records the final plat, and issues a final certificate of occupancy for at least one lot on the Property.

(D) The covenants shall run with the land and be binding upon any subsequent owners of the Property. Further, the covenants shall provide that the City shall have the right to enforce the covenants against any owner of the Property in accordance with any and all applicable legal or equitable remedies afforded the City by law. Such remedies shall include the City’s right to seek reimbursement for reasonable attorney’s fees and costs incurred by the City to enforce the covenants in a court of competent jurisdiction through all appellate court proceedings.

13.0 Representations of the Parties. The City and Developer hereby each represent and warrant to the other that it has the power and authority to execute, deliver and perform the terms and provisions of this Agreement and has taken all necessary action to authorize the execution, delivery and performance of this Agreement. This Agreement will, when duly executed and delivered by the City and Developer, constitute a legal, valid and binding obligation enforceable against the parties hereto. Upon acquisition of the Property by the Developer and the recording of this Agreement in the Public Records of Brevard County, Florida, the Agreement shall be a binding obligation upon the Property in accordance with the terms and conditions of this Agreement. Developer represents that it has voluntarily and willfully executed this Agreement for purposes of binding himself and the Property to the terms and conditions set forth in this Agreement.

14.0 Successors and Assigns. This Agreement shall automatically be binding upon and shall inure to the benefit of the City and Developer and their respective successors and assigns. The terms and conditions of this Agreement similarly shall be binding upon the Property and shall run with title to the same upon being duly recorded against the Property by the City.

15.0 Applicable Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The venue of any litigation arising out of this Agreement shall be in Brevard County, Florida or, for federal court actions, in the Middle District of Florida, Orlando Division.

16.0 Amendments. This Agreement shall not be modified or amended except by written agreement duly executed by both parties hereto (or their successors or assigns) and approved by the City Council.

17.0 Entire Agreement; Exhibits. This Agreement and all attached exhibits hereto supersede any other agreement, oral or written, regarding the Property and contain the entire agreement between the City and Developer as to the subject matter hereof. The Exhibits attached hereto and referenced herein are hereby fully incorporated herein by this reference.

18.0 Severability. If any provision of this Agreement shall be held to be invalid or unenforceable to any extent by a court of competent jurisdiction, the same shall not affect in any respect the validity or enforceability of the remainder of this Agreement.

19.0 Effective Date. This Agreement shall become effective upon approval by the City Council and execution of this Agreement by both parties hereto.

20.0 Recordation. Upon full execution by the Parties and the completion of Closing following Final Site Plan approval, this Agreement shall be recorded in the Public Records of Brevard County, Florida by the City.

21.0 Relationship of the Parties. The relationship of the parties to this Agreement is contractual and Developer is an independent contractor and not an agent of the City. 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.

22.0 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. The Developer agrees that the 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.

23.0 City's Police Power. Developer agrees and acknowledges that the City hereby reserves all police powers granted to the City by law. In no way shall this Agreement be construed as the City bargaining away or surrendering its police powers.

24.0 Interpretation. The parties hereby agree and acknowledge that they have both participated equally in the drafting of this Agreement and no party shall be favored or disfavored regarding the interpretation to this Agreement in the event of a dispute between the parties.

25.0 Third-Party Rights. This Agreement is not a third-party beneficiary contract and shall not in any way whatsoever create any rights on behalf of any third party.

26.0 Specific Performance. Strict compliance shall be required with each and every provision of this Agreement. The parties agree that failure to perform the obligations provided by this Agreement shall result in irreparable damage and that specific performance of these obligations may be obtained by a suit in equity, except that the City shall not provide specific performance as a remedy to Developer.

27.0 Attorney's Fees. Except as provided in Section 12.0, in the event of any action arising under this Agreement, whether or not a lawsuit or other proceeding is filed, each party shall bear its own costs and expenses of such action including, but not limited to, reasonable attorney's fees incurred in any way in connection with the matter, whether incurred before litigation, during litigation, during appeal, or in connection with enforcement of a judgment, including, but not limited to, attorneys' and experts' fees. Attorneys' fees and costs incurred in litigating entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs, shall also be borne by each party, respectively, except for those circumstances in which Section 12.0 applies.

28.0 Development Permits. Nothing herein shall limit the City's authority to grant or deny any development permit applications or requests subsequent to the effective date of this Agreement. The failure of this Agreement to address any particular City, County, State and/or Federal permit, condition, term or restriction shall not relieve Developer or the City of the necessity of complying with the law governing said permitting requirement, condition, term or restriction. Without imposing any limitation on the City's police powers, the City reserves the right to withhold, suspend or terminate any and all certificates of occupancy for any building, trailer, structure or unit if Developer is in breach of any term and condition of this Agreement; provided Developer is provided notice of such breach and opportunity to cure same pursuant to Section 29.

29.0 Default. Developer Default. Failure by the Developer to perform each and every one of its obligations hereunder, and the City is not otherwise in default of this Agreement, shall constitute a default, entitling the City to pursue whatever remedies are available to it under Florida law or equity including, without limitation, termination of this Agreement, exercising the default obligations pursuant to Section 10.0, terminating the City's obligation to convey the Property, or an action for specific performance or injunctive relief. Prior to the City filing any action as a result of a default under this Agreement, the City party shall first provide the Developer with written notice of said default. Upon receipt of said notice, the Developer shall be provided a

sixty (60) day opportunity in which to cure the default to the reasonable satisfaction of the City prior to filing said action.

City Default. In the event that the City shall fail to perform each and every one of its obligations hereunder, and the Developer shall not otherwise be in default of this Agreement, then the Developer shall provide the City written notice of such default. The City shall have thirty (30) days from receipt of such notice to cure said default. If the City shall fail to cure such default within the thirty (30) day time period, then the Developer' sole remedy shall be to terminate this Agreement and be reimbursed for all actual out-of-pocket geotechnical, engineering, construction, architectural, permitting, and title examination costs (excluding attorney's fees and related costs) related to the Property which were incurred subsequent to the City's approval of the Conceptual Development Plan and prior to the City's failure to convey the Property. The City shall reimburse the Developer within sixty (60) days of written termination of this Agreement. At time of payment, the Developer shall deliver to the City all original plans, reports, permits, and other documents provided to the Developer by any company, consultant, or agency related to the City's reimbursement payment required under this subparagraph.

30.0 Termination. In addition to those circumstances allowing termination as already expressly provided herein, the City shall have the unconditional right, but not obligation, to terminate this Agreement, without notice or penalty, if Developer fails to adhere to the development schedule and deadlines as established herein. In addition, the City shall have the right, but not obligation, to terminate the Agreement if Developer permanently abandons construction of the Project, provided, however, the City shall first deliver written notice and an opportunity to cure to the defaulting party as set forth in Section 29.0 above. If the City terminates this Agreement, the City shall record a notice of termination against the Property in the public records of Brevard County, Florida. This Agreement may otherwise be terminated by mutual written agreement of the Parties.

31.0 Indemnification and Hold Harmless. Developer shall be solely responsible for designing, permitting, constructing, operating and maintaining this Project. As such, Developer hereby agrees to indemnify, release, and hold harmless the City and its elected officials, employees and attorneys from and against all claims, losses, damages, personal injuries (including, but not limited to, death), or liability (including reasonable attorney's fees and costs through all appellate proceedings), directly or indirectly arising from, out of, or caused by Developer and Developer's contractor's and subcontractor's performance of design, permit and construction activities in furtherance of constructing the Project under this Agreement and the operation and maintenance of the Project thereafter. This indemnification shall survive the termination of this Agreement.

32.0 Force Majeure. The parties agree that in the event that the failure by either party to accomplish any action required hereunder within a specified time period ("Time Period") constitutes a default under the terms of this Agreement and, if any such failure is due to acts of God, acts of government authority (other than the City's own acts, if the City is claiming the benefit of this Section 32.0), acts of public enemy or war, riots, civil disturbances, power failure, shortages of labor or materials, pandemics, quarantines and "stay-at-home" orders not including COVID-19 (other than the City's own acts, if the City is claiming the benefit of this Section 32.0), injunction or other court proceedings beyond the control of such party, or severe adverse weather

conditions, including hurricanes (“Force Majeure Event”), then, notwithstanding any provision of this Agreement to the contrary, that failure shall not constitute a default under this Agreement and any Time Period proscribed hereunder shall be extended by the amount of time that such party was unable to perform solely due to the Force Majeure Event. The extended time period shall be agreed to in writing by the parties and said agreement shall not be unreasonably withheld by either party. The City Manager shall have the authority to grant an extended Time Period. An extension of any Time Period for reasons of a Force Majeure Event shall be requested solely as provided in this Section. Developer hereby waives and relinquishes the right to notify the City of the intent to exercise the tolling and extension of any permit related to the Project, including any Time Periods under this Agreement, development orders, and building permits, available under Section 252.363, Florida Statutes, as the result of a declaration of a state of emergency issued by the Governor for a natural emergency.

33.0 Administrative Extension. Upon good cause shown, the City Manager may grant an extension of up to sixty (60) days for any deadline in the Schedule of Major Performance Obligations. Any further extensions shall require City Council approval.

34.0 Notice. Whenever either party desires to give notice to the other, notice shall be sent by hand delivery or certified mail, return receipt requested, and shall be sent to:

For the City:

City Manager
City of Cocoa
65 Stone Street
Cocoa, FL 32922

With Additional Notice to:
Garganese, Weiss, D’Agresta & Salzman, P.A.
Attn: Anthony A. Garganese, City Attorney
111 N. Orange Avenue, Suite 2000
Orlando, FL 32801

For Developer:

Lennar Homes, LLC
3931 RCA Boulevard, Suite 3105
Palm Beach Gardens, Florida 33410

With Additional Notice to:
Lennar Corporation
5505 Waterford District Drive, 5th Floor
Miami, Florida 33126
Attn: General Counsel

Either party may freely modify their respective contact person and address contained in this Paragraph by providing written notice of the modification to the other party. Any Notice given as provided herein shall be deemed received as follows: if delivered by personal service, on the date so delivered; and if mailed, on the third business day after mailing.

35.0 Assignment. Prior to completing the construction of the Project and reaching final build-out of the Project, Developer shall not assign this Agreement without the prior written consent of the City. However, Developer shall be entitled to assign its rights and obligations under this Agreement to a parent, subsidiary, or affiliated entity in which Developer or its members are members or interest holders or to any entity that will act as a land bank for the benefit of the Developer upon providing written notice to the City. Any assignment authorized by this subparagraph shall require the assignee to be a formal signatory to this Agreement and fully assume all of Developer's obligations, commitments, representations, and warranties under this Agreement; provided in the event of an assignment to a land bank, the land bank shall not be obligated to be a formal signatory to this Agreement and the Developer shall not be released from such Developer's obligations, commitments, representations, and warranties under this Agreement and the land bank shall not assume same. Such assignment shall also require the written approval of the City by amendment to this Agreement, which shall not require a public hearing and shall not be unreasonably withheld.

36.0 Impact Fees. If the City waives Developer's obligation to pay certain City impact fees (the "**Impact Fees**") to the City, Developer agrees that it shall utilize reasonable efforts to elevate the interior specification levels of the furnishings (i.e. appliances, faucets, cabinets, flooring, etc.) within the applicable home on a dollar-for-dollar basis based on the cost savings to Developer resulting from the waiver of such Impact Fees.

IN WITNESS WHEREOF, the parties hereto attached their hands and seals on the dates set forth below.

Signed, sealed and delivered in the presence of the following witnesses:

CITY OF COCOA

By: _____
Stockton Whitten, City Manager

Date: _____

Signature of Witness

Printed Name of Witness

Address of Witness

Signature of Witness

Printed Name of Witness

Address of Witness

APPROVED AS TO FORM AND LEGALITY

ATTEST:

By: _____
Monica Arsenault, City Clerk

By: _____
Anthony A. Garganese, City Attorney

CITY SEAL

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of (____) physical presence or (____) online notarization, this _____ day of _____, 2025, by Stockton Whitten, the City Manager of the City of Cocoa, a Florida municipal corporation, on behalf of the corporation, who is personally known to me or produced _____ as identification.

(NOTARY SEAL)

(Notary Public Signature)

(Print Name)

Notary Public, State of _____

Commission No.: _____

My Commission Expires: _____

Signed, sealed and delivered in the
presence of the following witnesses:

LENNAR HOMES, LLC

Print name and title: _____

Date: _____

Signature of Witness

Printed Name of Witness

Address of Witness

Signature of Witness

Printed Name of Witness

Address of Witness

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of () physical
presence or () online notarization, this _____ day of _____, 2025,
by _____, the _____ of Lennar Homes, LLC, a Florida limited
liability company, on behalf of the corporation, who is personally known to me or produced
_____ as identification.

(NOTARY SEAL)

(Notary Public Signature)

(Print Name)

Notary Public, State of _____

Commission No.: _____

My Commission Expires: _____

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

Lots 1 through 6 and 9 through 17 of the Michael C. Blake Subdivision, according to the map or plat thereof, as recorded in Plat Book 66, Page(s) 69, of the Public Records of Brevard County, Florida.

AND

Lots 7 and 14, Block 13, of Amended Map of College Park, according to the plat thereof, as recorded in Plat Book 5, Page 72, of the Public Records of Brevard County, Florida.



[illegible]

EXHIBIT C BUILDING PLANS

Breeze Elevation A:



Breeze Elevation B:



Breeze Elevation C:



Cypress Elevation A:



Cypress Elevation B:



Cypress Elevation C:



Element Elevation A:



Element Elevation B:



Element Elevation C:



Belmont Elevation AM:



Belmont Elevation BM:



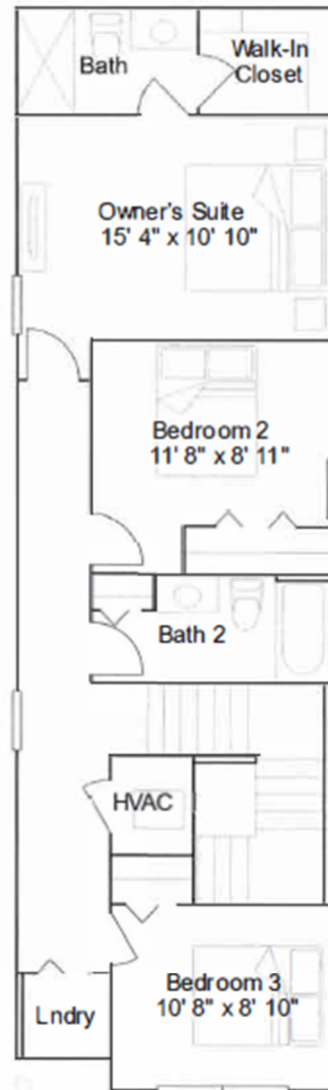
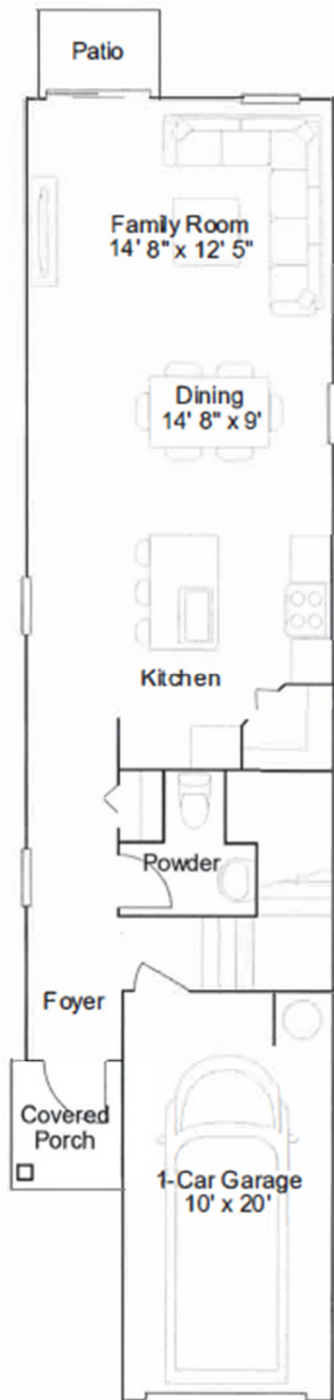
Belmont Elevation CM:



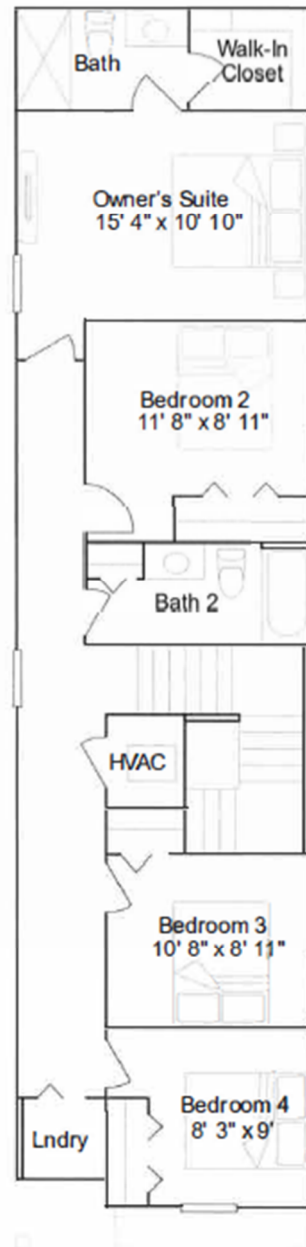
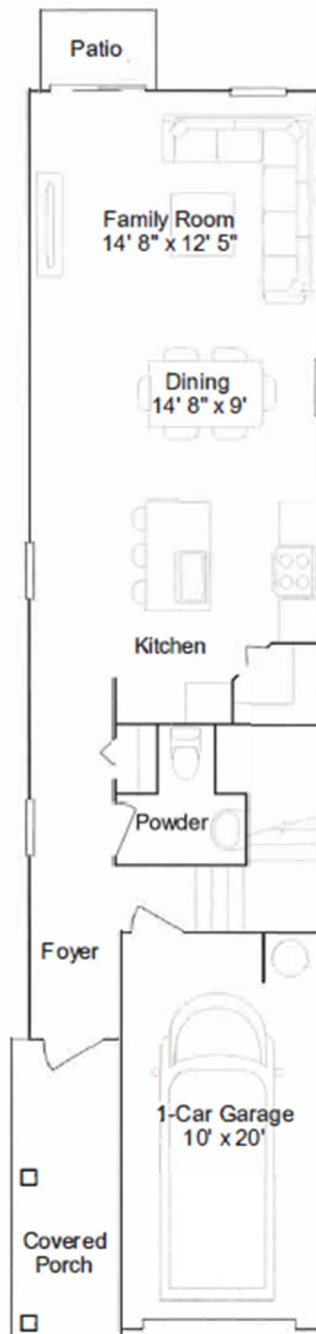
Breeze – 1,295 SF – 3 BR – 2.5 Bath



Cypress – 1,524 SF – 3 BR – 2.5 Bath



Element – 1,684 SF – 4 BR – 2.5 Bath



Belmont – 1,840 SF – 3 BR – 2 Bath

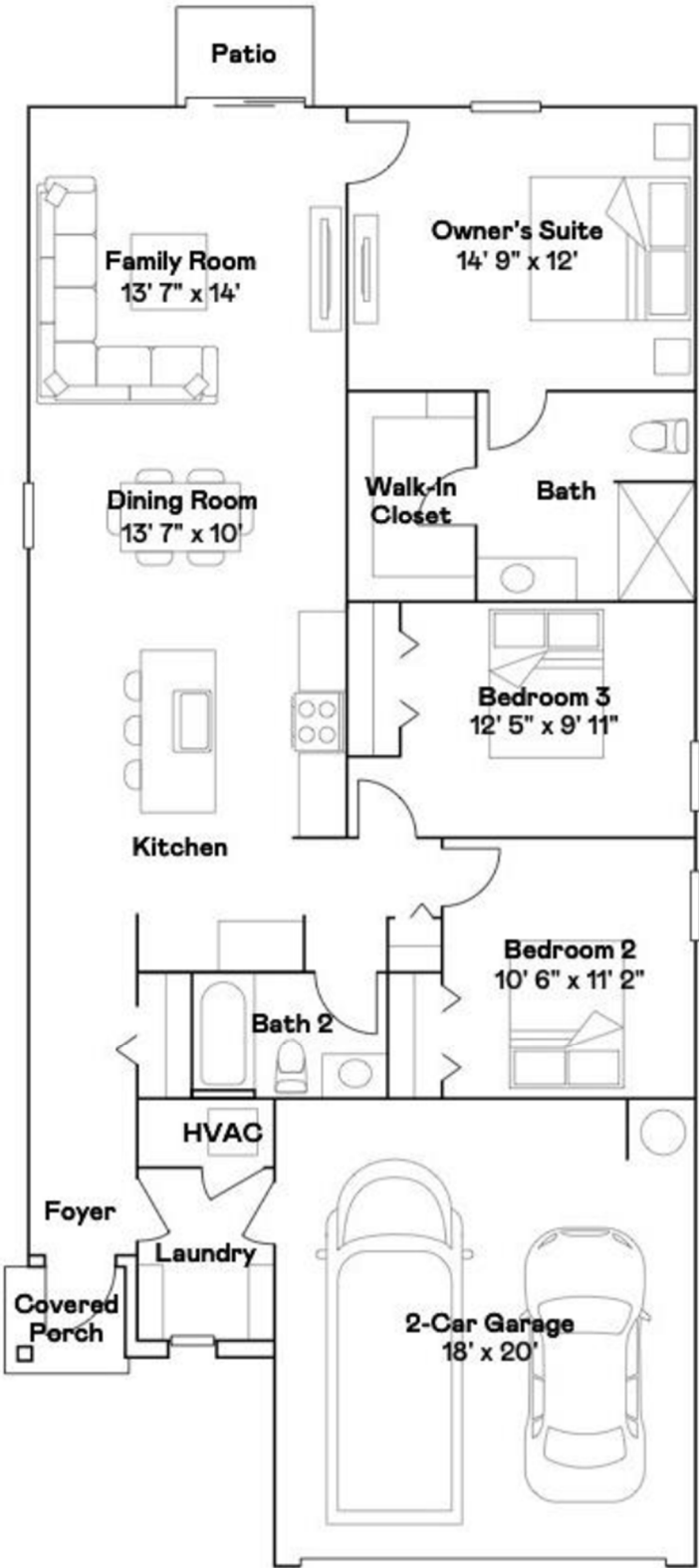


EXHIBIT D
SCHEDULE OF MAJOR PERFORMANCE OBLIGATIONS

The Schedule below is provided for convenience purposes only and does not take precedent over the terms and conditions stated in the body of the Agreement. **The Schedule assumes an Effective Date of July 8, 2025.**

Time for Performance	Action	Section Reference
September 8, 2025	Investigation Period Completed (60 days)	3.0
December 8, 2025	Site plan and preliminary plat application filed with City for Michael C. Blake Lots; Submit building permit applications for College Park Lots	9.0
March 2026	Site plan and preliminary plat approval obtained for Michael C. Blake Lots; Developer shall request City begin conveyance process for the Michael C. Blake Lots; obtain building permits and substantially commence vertical construction on College Park Lots	9.0/11.0
May 2026	Closing on Conveyance of Michael C. Blake Lots - Construction can only begin after closing	11.0
June 2026	Substantial completion of common horizontal infrastructure; proceed to obtain final plat	9.0
September 2026	Building Permit for first four (4) homes on Michael C. Blake Lots obtained and vertical construction substantially commenced	9.0
April 2027	Building Permit obtained and vertical construction substantially commenced for all 30 Michael C. Blake Lot homes	9.0
October 2027	Certificate of occupancy for all 32 homes obtained	9.0

**AMENDED AND RESTATED AGREEMENT FOR THE PURCHASE AND SALE OF
REAL PROPERTY**

(MICHAEL C. BLAKE SUBDIVISION PROJECT)

This **AMENDED AND RESTATED AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY** (this “**Agreement**”) is made and executed this _____ day of _____, 2025, by and between the **CITY OF COCOA**, a Florida municipal Corporation (“**Seller**”), and **LENNAR HOMES, LLC**, a Florida limited liability company, and/or its successors or assigns (“**Buyer**”).

R E C I T A L S:

A. Seller is the owner of fifteen (15) parcels of real property within the Michael C. Blake platted subdivision, recorded in the Plat Book of Brevard County, Book 66, Page 69 (the “Michael C. Blake Lots”), as well as two (2) parcels of real property located in the Amended Map of College Park subdivision, recorded in the Plat Book of Brevard County, Book 5, Page 72 (the “College Park Lots”), totaling together approximately two and eighty-three hundredths (2.83) acres, located generally on Mango Avenue, Valencia Avenue, and Blake Avenue between Barbara Jenkins Street and Stone Street, being more particularly described on **Exhibit A**, attached hereto and incorporated by this reference, consisting of the following Tax Parcel IDs: 24-36-32-07-*-5, 24-36-32-07-*-6, 24-36-32-07-*-9, 24-36-32-07-*-10, 24-36-32-07-*-4, 24-36-32-07-*-11, 24-36-32-07-*-3, 24-36-32-07-*-12, 24-36-32-07-*-2, 24-36-32-07-*-13, 24-36-32-07-*-1, 24-36-32-07-*-14, 24-36-32-CC-13-7, 24-36-32-CC-13-14, 24-36-32-07-*-15, 24-36-32-07-*-16, 24-36-32-07-*-17 (each a “**Parcel**,” and collectively the “**Land**”).

B. As of even date herewith, Buyer and Seller have entered into that certain Amended and Restated Development Agreement (the “**Development Agreement**”), which Development Agreement contemplates, among other things, the terms and conditions under which the Closing, as defined in Section 9.01, hereunder shall occur.

C. Seller desires to sell the Property, as defined in Section 1.01, to Buyer, and Buyer desires to purchase the Property from Seller, pursuant to the terms and conditions set forth in this Agreement.

D. **WHEREAS**, City and Developer previously entered into a Development Agreement and Purchase and Sale Agreement, dated **XXXXXXX**; and

E. **WHEREAS**, the Parties have determined that it is in their best interest to approach the development of the College Park Lots in a slightly different manner than provided in the original Development Agreement and Purchase and Sale Agreement because the College Park Lots are not intended to be further subdivided, allowing an expedited schedule of development to take place on the College Park Lots; and

F. **WHEREAS**, the Parties herein intend to modify the conditions of the Purchase and Sale Agreement and acknowledge and agree that the previously executed Purchase and Sale Agreement is rescinded in its entirety and replaced as restated and amended herein; and

NOW, THEREFORE, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller agree as follows:

ARTICLE I PURCHASE AND SALE

Section 1.01. Property. Seller agrees to sell, and Buyer agrees to purchase, the property (the “**Property**”), consisting of (a) fee simple title to the Land and (b) all rights, ways, privileges, and easements appurtenant to the Land, including Seller’s right, title, and interest in, to, and under all strips, gores, streets, alleys, and ways, public or private, adjoining or crossing the Land, all of which are appurtenant to, and shall benefit, the Land.

Section 1.02. Intangible Rights. The sale of the Property shall include the sale, transfer, and conveyance of all of Seller’s right, title, and interest in, to, and under all of the warranties, guaranties, certificates, licenses, bonds, water and sewer agreements, permits, authorizations, consents, approvals, and development orders, which in any respect whatsoever relate to, or arise out of, the use, occupancy, possession, development, construction, or operation of the Property (collectively, the “**Seller’s Permits**”), but shall not constitute an assumption by Buyer of any liabilities arising under the Seller’s Permits. The sale shall also include the sale, transfer, and conveyance of all of Seller’s right, title, and interest in, to, and under all intangible personal property, including, without limitation, prepaid water and sewer connection fees, utility capacities, impact fee credits, development agreements, approvals, easements, permits, plans, reports, surveys, environmental and other studies, consents and agreements, rents, issues, proceeds, and profits now or hereafter accruing from the Property, all of which are intended to encompass all of Seller’s contractual rights, benefits, and entitlements relating to the Property (collectively, the “**Intangible Personal Property**”).

ARTICLE II PURCHASE PRICE AND TERMS OF PAYMENT

Section 2.01. Purchase Price. The purchase price to be paid by Buyer to Seller hereunder shall be FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) (the “**Purchase Price**”). As provided below, should the Buyer elect to proceed with two separate closings for the Michael C. Blake Lots and the College Park Lots, the purchase price to be paid by the Buyer to Seller for the Michael C. Blake Lots shall be FOUR HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$450,000.00) and FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00) for the College Park Lots.

Section 2.02. Terms of Payment. The Purchase Price shall be payable by Buyer in the following manner:

(A) Buyer shall deposit the sum of ONE HUNDRED AND NO/100 DOLLARS (\$100.00) (the “**Deposit**”) with Calatlantic National Title Solutions, LLC, a Delaware limited liability company (“**Escrow Agent**”), within ten (10) business days after the Effective Date. The Deposit shall be remitted to Escrow Agent by wire transfer of immediately available federal funds or by Letter of Credit, as defined in Section 2.03. If in cash, the Deposit shall be held by Escrow Agent in an interest-bearing money-market account without penalty for early withdrawal, provided, that Buyer completes and executes an Internal Revenue Service Form W-9 in connection with delivering the Deposit. Escrow Agent shall hold the Deposit pursuant to the terms of this Agreement, subject only to mutually agreed upon written modifications executed by the parties. All interest earned on the Deposit shall in all instances be paid to Buyer, except if Buyer defaults in its obligations hereunder pursuant to Section 14.01, in which event all interest earned on the Deposit shall be paid to Seller. If the Deposit is paid in cash, then Escrow Agent shall deliver the Deposit to Seller at the Closing and Buyer shall receive a credit against the Purchase Price in the amount of the Deposit.

(B) At the Closing, Buyer shall pay the Purchase Price, or portion thereof as applicable if the Michael C. Blake and College Park Lots are separately conveyed, to Seller, subject to the terms, conditions, prorations, and adjustments stated in this Agreement, by wire transfer of immediately available federal funds made available to Escrow Agent at or prior to the Closing.

ARTICLE III TITLE, SURVEY, AND RELATED MATTERS

Section 3.01. Evidence of Title. During the Investigation Period, as defined in Section 4.01, Buyer shall order a title insurance commitment for the Property, issued by a nationally recognized title insurer (the “**Title Company**”), and copies of all documents referenced therein (collectively, the “**Commitment**”), which shall commit to issue to Buyer, upon recording of the Deed, as defined in Section 9.04, an owner’s policy of title insurance (the “**Title Policy**”) in the total amount of the Purchase Price.

Section 3.02. Survey. Buyer shall have the right, at Buyer’s sole cost and expense, to obtain a survey of the Property on or prior to expiration of the Investigation Period (the “**Survey**”).

Section 3.03. Objections. If Buyer encounters any matters contained in the Commitment, the Survey, and/or any other matters of title or survey that are not acceptable to Buyer in Buyer’s sole and absolute discretion, then Buyer shall notify Seller of any and all objections to the same (collectively, the “**Title Defects**”) in writing by the end of the Investigation Period (the “**Notice of Title Defect**”). All matters contained in the Commitment and/or the Survey to which Buyer does not object shall become permitted exceptions (collectively, the “**Permitted Exceptions**”). The Development Agreement, and the Development Covenants set forth herein shall be a Permitted Exception. Notwithstanding any provision contained in this Agreement to the contrary, under all circumstances and under all events, Seller shall be obligated to cure the Mandatory Cure Items, as defined in this Section; it being understood by the parties hereto that the Mandatory Cure Items shall not for any purpose

whatsoever be included in the Permitted Exceptions. For purposes of this Agreement, the term “**Mandatory Cure Items**” means all mortgages, liens, and other encumbrances of ascertainable amounts; leases, options to purchase and rights of first refusal encumbering the Property, any matters revealed by a municipal lien search in connection with the Property with respect to code violations, building permits not closed, unpaid utilities, unpaid taxes and special assessments, and other related matters; the satisfaction of all Schedule B-I requirements set forth in the Commitment applicable to Seller; and such documents necessary to delete from the Title Policy the standard pre-printed exceptions, other than the survey exceptions. Seller shall provide written notice to Buyer within fifteen (15) days of receipt of the Notice of Title Defect specifying which, if any, of the Title Defects Seller elects to cure prior to the Closing (the “**Seller’s Response**”). If Seller fails to timely provide the Seller’s Response, Seller shall be deemed to have elected to cure all of the Title Defects. If Buyer is dissatisfied with the Seller’s Response then, at the option of Buyer, Buyer may (a) terminate this Agreement, whereupon the Deposit shall be promptly returned to Buyer and neither party shall have any further rights or obligations hereunder, except for those matters that expressly survive termination of this Agreement or (b) proceed to the Closing without satisfaction of the Title Defects Seller has elected not to cure, which such Title Defects shall be deemed Permitted Exceptions. Buyer shall also have the right to object at any time to (i) any matter that arises on any update of the Commitment and/or (ii) any matter that arises on any update of the Survey (collectively, and in each case, the “**New Title Defects**”). Seller shall have the obligation to cure all of the New Title Defects. If prior to the Closing, Seller shall fail to cure any of the New Title Defects, the Title Defects elected to be cured by Seller in the Seller’s Response and/or the Mandatory Cure Items, then, Buyer shall, in Buyer’s sole discretion, either (A) exercise Buyer’s remedies under Section 14.02 or (B) proceed to the Closing without satisfaction of such New Title Defects, Title Defects, and/or Mandatory Cure Items, which such New Title Defects, Title Defects, and/or Mandatory Cure Items shall be deemed Permitted Exceptions.

ARTICLE IV INVESTIGATION OF PROPERTY

Section 4.01. Right of Entry. The investigation period (the “**Investigation Period**”) under this Agreement shall be a period commencing on the Effective Date and ending at 11:59 p.m. on the sixtieth (60th) day following the Effective Date. Buyer, and all of Buyer’s agents, contractors, consultants, representatives, and other persons designated by Buyer, shall have the right to enter the Property, for the purpose of investigation, discovery, and testing of the Property, including, without limitation, surveying, soil testing and boring, hydrological studies, environmental studies, structural inspections, or any other studies or tests Buyer determines in its reasonable discretion to be necessary or appropriate (collectively, the “**Inspections**”). Seller shall cooperate with Buyer in conjunction with the Inspections, including (a) providing access to the Property at all reasonable times prior to the Closing and (b) in regard to Buyer’s efforts to obtain all appropriate or relevant information concerning the Property. Provided that Buyer has not terminated this Agreement and there is no uncured Buyer’s Default, as defined in Section 14.01, all rights provided to Buyer in this Section shall continue unabated through the Closing. All of the Inspections shall be at Buyer’s sole cost and expense and shall be performed in a manner so as not to unreasonably interfere with Seller’s interest in the Property. Buyer shall remove or bond any lien of any type that attaches to the Property as a result of any of the Inspections and upon completion of any of the Inspections, Buyer shall restore any material damage to the Property

caused by the Inspections to the extent reasonably practicable. Buyer hereby indemnifies and holds Seller harmless from all injury, damage, loss, cost, or expense, including, but not limited to, attorneys' fees and court costs resulting from the Inspections. The indemnity obligations of this Section shall survive for a period of one (1) year after the Closing or earlier termination of this Agreement and do not apply to (i) any loss, liability, cost, or expense to the extent arising from or relating to the acts or omissions of Seller, Seller's agents, contractors, consultants, or representatives, (ii) any diminution in value of the Property arising from or relating to matters discovered by Buyer during the Inspections, (iii) any latent defects in the Property discovered by Buyer, or (iv) the release or spread of any Hazardous Substance, as defined in Section 6.01(F), which is discovered (but not deposited) on or under the Property by Buyer.

Section 4.02. Property Documents. Within ten (10) business days following the Effective Date, Seller shall furnish to Buyer all materials concerning the Property which Seller possesses, or which Seller may reasonably obtain, and Seller shall continue to furnish to Buyer, within three (3) business days following Seller's receipt of the same all materials concerning the Property of which Seller acquires possession subsequent to the Effective Date. All of the information to be furnished under this Section shall collectively be referred to as the "**Property Documents.**" At the Closing, Seller shall assign to Buyer all of its right, title, and interest in, to, and under the Property Documents and deliver, to the extent available, all of the original Property Documents, the Seller's Permits, and the Intangible Personal Property.

Section 4.03. Right of Cancellation. Buyer shall have the absolute and unqualified right to terminate this Agreement at any time prior to the expiration of the Investigation Period for any reason whatsoever or for no reason. In order to proceed under this Agreement, Buyer must deliver written notice to Seller, reflecting Buyer's decision to proceed (the "**Notice to Proceed**"), which Notice to Proceed must be delivered to Seller prior to the expiration of the Investigation Period. If Buyer does not deliver the Notice to Proceed, this Agreement shall automatically terminate. If this Agreement is terminated pursuant to this Section, the Deposit shall be promptly returned to Buyer and neither party shall have any further rights or obligations hereunder, except for those matters that expressly survive termination of this Agreement. Buyer shall also have the option of delivering a "Limited Notice to Proceed" to Seller at any time prior to the expiration of the Investigation Period for the College Park Lots, which would allow for the purchase and sale of the College Park Lots to proceed earlier and on a separate schedule than the Michael C. Blake Lots. Should Buyer choose to issue a Limited Notice to Proceed but fails to issue a timely Notice to Proceed for the remaining Michael C. Blake Lots, this Agreement shall be terminated in part with respect to the Michael C. Blake Lots.

Section 4.04. AS-IS SALE. EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT AND IN THE DOCUMENTS TO BE DELIVERED AT THE CLOSING, BUYER IS ACQUIRING THE PROPERTY "AS IS," "WHERE IS," AND "WITH ALL FAULTS" AND SELLER HAS NOT MADE AND DOES NOT AND WILL NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WITH RESPECT TO THE QUALITY, PHYSICAL CONDITION, EXPENSES, LEGAL STATUS, ZONING, VALUE, UTILITY, OR POTENTIAL OF THE PROPERTY, OR ANY OTHER MATTER OR THING AFFECTING OR RELATING TO THE PROPERTY OR THIS AGREEMENT THAT MIGHT BE PERTINENT IN CONSIDERING WHETHER TO PURCHASE THE PROPERTY OR TO

MAKE AND ENTER INTO THIS AGREEMENT, AND EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT AND IN THE DOCUMENTS TO BE DELIVERED AT THE CLOSING, SELLER HAS NOT MADE, AND BUYER HAS NOT RELIED UPON, ANY SUCH REPRESENTATIONS OR WARRANTIES.

ARTICLE V DEVELOPMENT AGREEMENT

If the Development Agreement is terminated, this Agreement shall automatically terminate, whereupon the Deposit shall be promptly returned to Buyer if such termination is a result of anything other than a default by Developer, as defined in the Development Agreement, thereunder, or if such termination is as a result of a default by Developer thereunder, the Deposit shall be delivered to Seller, and neither party shall have any further rights or obligations hereunder, except for those matters that expressly survive termination of this Agreement.

ARTICLE VI SELLER'S REPRESENTATIONS AND WARRANTIES

Section 6.01. Seller's Representations and Warranties. Seller represents and warrants to Buyer as true and correct, both on the Effective Date and throughout the period of time until the Closing, that:

(A) Violations, Litigation and Adverse Information. Seller has not received any notice of, nor does Seller have knowledge of, any (a) violation of any law, statute, ordinance, order, regulation, rule, restriction, or requirement of any governmental entity pertaining to or affecting any portion of the Property, (b) suit or proceeding pending or threatened affecting Seller or any portion of the Property, and (c) applications or commitments to any governmental or quasi-governmental entity or utility which would affect the Property which have not been disclosed in writing to Buyer prior to the expiration of the Investigation Period.

(B) Ownership and Parties in Possession. Seller owns marketable fee simple title to the Property. There are no parties in possession of any portion of the Property whether as lessees, tenants-at-sufferance, trespassers, or otherwise, other than Seller. No other "person," as such term is defined in Section 1.01(3), Florida Statutes, has any right, claim, or interest in the Property, or any portion thereof, arising out of adverse possession, prescriptive rights, or otherwise.

(C) Foreign Investment in Real Property Tax Act. Seller is not a "foreign person," as defined by Section 1445 of the United States Internal Revenue Code of 1986, as amended to date (the "**Code**").

(D) Good Standing and Authority of Seller. Seller is a Florida municipal corporation, duly organized, validly existing and in good standing in the State of Florida, duly authorized to transact business in the State of Florida, and the person executing this Agreement on behalf of Seller has the lawful right, power, authority, and capacity to bind Seller to the terms hereof and consummate the transactions contemplated by this Agreement.

(E) Anti-Terrorism Laws. Seller is in compliance with all federal, state, municipal, and local laws, statutes, codes, ordinances, orders, decrees, rules, or regulations relating to terrorism or money laundering (collectively, the “**Anti-Terrorism Laws**”), including without limitation, Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001, the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Public Law 107-56, known as the “Patriot Act”), and the regulations of the Office of Foreign Assets Control and is not a Prohibited Person under the Anti-Terrorism Laws.

Section 6.02. Breach of Seller’s Representations and Warranties. If any of the foregoing representations and warranties are not true in their entirety on the Effective Date and at all times through and including the Closing, then it shall be deemed a breach by Seller, and Buyer may, at its option, proceed with any of its remedies under Section 14.02.

ARTICLE VII BUYER’S REPRESENTATIONS AND WARRANTIES

Buyer represents and warrants to Seller, as true and correct, both on the Effective Date and throughout the period of time until and through the Closing, that Buyer is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Florida, and, subject to Section 15.14 hereof, the person executing this Agreement on behalf of Buyer has the lawful right, power, authority, and capacity to bind Buyer to the terms hereof and consummate the transactions contemplated by this Agreement pursuant to the terms, provisions, and conditions hereof. Should Buyer breach any of the foregoing representations and warranties, Seller may, at its option, proceed with any of its remedies under Section 14.01.

ARTICLE VIII SELLER’S COVENANTS

Section 8.01. Conveyance. Seller will convey to Buyer at the Closing, marketable fee simple title to the Property, free and clear of any liens, mortgages, pledges, security interests, options, rights, leases, charges, claims, encumbrances, or restrictions of any kind whatsoever, other than the Permitted Exceptions. Seller shall comply with all of the requirements imposed by the Internal Revenue Service in connection with Section 1445 of the Code.

Section 8.02. Title to Property. Seller will not cause, permit, or suffer any act to be performed or not performed, the result of which will cause any lien, encumbrance, or cloud upon Seller’s title to the Property such that Seller shall be unable to convey title to the Property to Buyer in accordance with this Agreement. From and after the Effective Date, Seller shall take no action to encumber the Property or otherwise affect title to the Property.

Section 8.03. Changes to Documents, Condition of the Property, and Related Matters. Seller shall (a) maintain the Property in substantially the same condition as it exists as of the Effective Date, (b) not terminate, modify, amend, or waive any provision of any lease, contract, permit, agreement, or any other document previously provided, or to be provided, to Buyer in accordance with this Agreement, or any benefit or entitlement described in this Agreement to be conveyed to Buyer, (c) not use, and/or not permit any other party to use, any

Hazardous Substance on the Property, (d) not commit or permit any waste or nuisance upon the Property, (e) not take any action that would adversely affect the Property and/or Buyer's rights hereunder, (f) take all action required pursuant to this Agreement, which is necessary to effectuate the transaction contemplated herein in good faith, and (g) continue all of the insurance policies relative to the Property in full force and effect in the ordinary course of Seller's business.

ARTICLE IX CLOSING

Section 9.01. Closing. Subject to the terms and conditions of this Agreement, the purchase and sale of the Property (the "**Closing**") shall occur on the earlier of (a) the sixtieth (60th) day following Buyer's issuance of the Conveyance Notice, as defined in the Development Agreement, to the Seller pursuant to the Development Agreement and provided the Conditions Precedent, as defined in the Development Agreement, have been satisfied and (b) December 31, 2026 (the "**Closing Date**"). Notwithstanding the foregoing, the Buyer shall have the option to request a separate closing on the College Park Lots (the "College Park Closing") and the Michael C. Blake Lots (the "Michael C. Blake Closing"). Should the Buyer elect to proceed with separate closings, the Michael C. Blake Closing shall occur on or before (a) the sixtieth (60th) day following Buyer's issuance of the Conveyance Notice, as defined in the Development Agreement, to the Seller pursuant to the Development Agreement and provided the Conditions Precedent, as defined in the Development Agreement, have been satisfied and (b) December 31, 2026 (the "Closing Date"). The College Park Closing shall occur on or before (a) the thirtieth (30th) day following Buyer's issuance of the Limited Conveyance Notice, as defined in the Development Agreement, to the Seller pursuant to the Development Agreement and provided the Conditions Precedent, as defined in the Development Agreement, have been satisfied and (b) December 31, 2026 (the "Closing Date"). For purposes of this Agreement, the term "Closing" shall refer to both the Michael C. Blake Closing and the College Park Closing, unless otherwise noted herein, and all requirements and conditions precedent shall apply to both Closings. Under no circumstances shall the Seller be required to sell the Property to Buyer if the Conditions Precedent, as defined in the Development Agreement, have not been satisfied and, with respect to the Michael C. Blake Lots, the preliminary plat and final site plan approval obtained by the Buyer.

Section 9.02. Place of Closing. The Closing shall occur on the Closing Date, at the offices of Escrow Agent, unless otherwise agreed to between the parties, or may be accomplished via wire transfer of funds and electronic mail of executed documents, to be followed by original documents, and shall be conducted pursuant to the parties' instructions for the release of such documents and funds. Notwithstanding the foregoing, the original Deed and such other original documents that must be placed into escrow on or prior to the Closing as required by the Title Company shall be placed into escrow on or prior to the Closing Date.

Section 9.03. Expenses of Closing and Prorations.

(A) Taxes. At the Closing, all ad valorem and non-ad valorem real property taxes for the year of the Closing, if any, will be prorated as of the Closing Date, based upon the maximum discount for early payment. If the tax bill for the current year has

not yet been issued, tax prorations will be based upon the TRIM notice, if issued, and if not issued upon the prior year's bill using the millage rate then used in the County for residential use, subject to reparation at the request of either party when the current year's bill is issued. In addition, at or prior to the Closing, Seller shall pay all other applicable taxes and penalties associated with the Property, including any under any Special Use valuation, as and when such taxes and/or penalties are assessed.

(B) Documentary Stamp Tax/Recording Fees. Buyer shall pay for state documentary stamps and surtaxes, if any, to be attached to the Deed. Seller shall pay for any recording fees associated with the release of the Mandatory Cure Items and/or corrective title instruments. Buyer shall pay for the cost of recording the Deed.

(C) Title Policy and Survey. Buyer shall pay for the cost of the Commitment and the Title Policy. Seller shall pay for the searches required by the Title Company to delete Seller's requirements and the standard exceptions from the Title Policy, including, without limitation, all municipal lien searches and any updates thereof, and any costs required to cure the Title Defects and/or New Title Defects to be cured under Article III. Buyer will pay for the cost of the Survey.

(D) Governmental Liens. Prior to the Closing, Seller shall satisfy and pay all outstanding certified governmental and municipal improvement liens and special assessments, except annual assessments shall be prorated as of the Closing Date.

(E) Attorneys' Fees. Each party shall pay its own attorneys' fees and costs.

Section 9.04. Documents for Closing. At the Closing, Seller shall execute and/or deliver each of the following documents in a form reasonably approved by Buyer in the event not attached or otherwise previously agreed to in accordance with the terms and provisions hereof and in each case subject to any reasonable modifications required by the Title Company:

(A) A special warranty deed (the "**Deed**"), conveying to Buyer or its assignee marketable and insurable fee simple title to the Property, subject only to the documents that are recorded in the County as part of the Permitted Exceptions;

(B) An affidavit attesting to the absence of any liens, parties in possession, or other claims, is sufficient to insure the gap, and satisfies the requirements of Section 1445 of the Code that Seller is not a "person";

(C) An assignment document evidencing the transfer and assignment of all of Seller's rights, benefits, and entitlements in, to, and under the Property Documents, the Seller's Permits, and the Intangible Personal Property and evidence that Seller has received, and paid for, all third party consents required with respect thereto;

(D) An affidavit (and any other documents requested by the Title Company) reflecting that Seller has the authority to transact the sale of the Property to Buyer;

(E) A closing statement.

Section 9.05. Further Assurances. At the Closing, the parties hereto shall perform such other acts, and shall execute, acknowledge, and deliver such other instruments, documents, and other materials as the other party hereto or Title Company or other closing agent may reasonably request in order to effectuate the Closing and the transactions contemplated by this Agreement. All of the documents executed by Seller which are to be delivered to Buyer at the Closing will be duly authorized and legal, valid, and binding obligations of Seller, which, at the time of the Closing, will be sufficient to convey title (if they purport to do so), and do not, and at the time of the Closing will not, violate any provisions of any agreement to which Seller is a party or to which it is subject. The parties shall cooperate, including, without limitation, executing any other documents, following the Closing, as is reasonably necessary to effectuate the intent of all of the terms and conditions set forth in this Agreement.

Section 9.06. PSA Conditions Precedent. The obligation of Buyer to proceed to the Closing is subject to the satisfaction of each of the following conditions (individually, a “**PSA Condition Precedent**” and, collectively, the “**PSA Conditions Precedent**”):

(A) The Property is not in violation, nor has been or is currently under investigation for violation, of any federal, state, or local law, ordinance, or regulation relating to industrial hygiene, worker health and safety, or environmental conditions in, at, on, under, or about the Property, including soil and groundwater conditions; there has been no discharge, migration, or release of any Hazardous Substance from, into, on, under, or about the Property; and

(B) There shall have been no adverse change in the physical condition of the Property or any utility serving the Property.

Section 9.07. Failure to Satisfy Conditions Precedent. If any of the PSA Conditions Precedent are not satisfied as of the Closing Date, Buyer shall have the right, at its sole option, to (a) terminate this Agreement, whereupon the Deposit shall be promptly returned to Buyer and neither party shall have any further rights or obligations hereunder, except for those matters that expressly survive termination of this Agreement, or (b) waive such PSA Conditions Precedent and proceed to the Closing. In addition to the foregoing, to the extent that the failure of any of the PSA Conditions Precedent is caused by a Seller’s Default, as defined in Section 14.02, Buyer shall be entitled to pursue its rights and remedies in accordance with the terms of Section 14.02.

ARTICLE X REAL ESTATE BROKERS

The parties each represent to the other that there are no real estate brokers, salespeople, finders, or consultants who are or were involved in the negotiation and/or consummation of this transaction.

ARTICLE XI ESCROW

If there is any dispute as to whether Escrow Agent is obligated to deliver the Deposit, any monies, any Letter of Credit, and/or any documents which it holds, or as to whom the same are to be delivered, Escrow Agent will not be obligated to make any delivery, but in such event, may

hold the same until Escrow Agent receives an authorization, in writing, signed by Seller and Buyer directing the disposition of the same, and, if either party would be entitled to the Deposit, monies, or documents held by Escrow Agent, the parties shall promptly execute a joint written authorization upon the request of the other party hereto. In the absence of such joint authorization, Escrow Agent may hold the Deposit, monies, or documents in its possession until the final determination of the rights of the parties in an appropriate proceeding. If such joint written authorization is not given or proceedings for such determination are not begun and diligently continued, Escrow Agent may, but is not required to, bring an appropriate action or proceeding for leave to deposit said funds or documents in court, pending such determination. Notwithstanding the foregoing, if this Agreement is terminated pursuant to either Section 4.03 or Section 15.14 hereof, Escrow Agent shall return the Deposit to Buyer without the need for joint written instructions. Escrow Agent shall not be responsible for any acts or omissions of Escrow Agent, unless the same are a result of its gross negligence, willful misconduct or fraud. Otherwise, provided Escrow Agent acts in accordance with this Agreement, Escrow Agent shall have no liability following the delivery of any funds or documents which Escrow Agent holds pursuant to this Agreement. If Escrow Agent elects to bring an appropriate action or proceeding in accordance with the terms of this Agreement, then Escrow Agent shall be entitled to recover all of its reasonable attorneys' fees and costs incurred in connection with the action from the party not entitled to receive the Deposit, monies, or documents as determined by a court of competent jurisdiction. The parties will hold Escrow Agent harmless from and indemnify it against any costs or liabilities, including reasonable attorneys' fees and costs, resulting from any action brought against Escrow Agent, unless due to Escrow Agent's willful misconduct, gross negligence, or fraud.

ARTICLE XII NOTICE

Section 12.01. Notice and Addresses. All notices required or desired to be given under this Agreement shall be in writing and sent by (a) hand delivery, (b) certified mail, return receipt requested, (c) FedEx or similar overnight service, or (d) electronic mail as long as notice is also provided through the method in the foregoing clauses (a), (b), or (c) as herein described. All notices shall be addressed to the party being noticed and shall be deemed to have been given (i) when delivered if by hand delivery, (ii) three (3) business days after deposit in a United States Post Office or official letter box if sent by certified mail, (iii) one (1) business day after timely deposited in a FedEx or similar overnight service depository, or (iv) upon transmission by the sender if sent by electronic mail. All notices shall be delivered or sent prepaid for the specified service by the party giving notice and shall be addressed as follows:

SELLER:	City of Cocoa Attn: City Manager 65 Stone Street Cocoa, Florida 32922
---------	--

Copy To: Garganese, Weiss, D'Agresta & Salzman, P.A.
Attn: Anthony Garganese, City Attorney
111 N. Orange Avenue, Suite 2000
Orlando, FL 32801

BUYER: LENNAR HOMES, LLC
3931 RCA Boulevard, Suite 3105
Palm Beach Gardens, Florida 33410
Telephone No.: (561) 345-6710
Attn: Michael Meyers
E-Mail: michael.meyers@lennar.com and
brad.miller@lennar.com

Copy To: LENNAR CORPORATION
5505 Waterford District Drive, 5th Floor
Miami, Florida 33126
Attn: General Counsel
E-Mail: mark.sustana@lennar.com

Copy To: LAWTON WHITEMAN LAW
102 NE 1st Avenue, Suite 200
Delray Beach, Florida 33444
Telephone No.: (305) 335-1307
Attn: Jason Whiteman, Esquire
E-Mail: jason.whiteman@lwl-law.com and
staci.campbell@lawtonwhiteman.com

ESCROW AGENT: CALATLANTIC NATIONAL TITLE SOLUTIONS, LLC
5505 Waterford District Drive, Suite 503
Miami, Florida 33126
Telephone No.: (305) 485-2052
Attn: Margarita Calderon
E-Mail: margarita.calderon@CalAtl.com

Copy To: CALATLANTIC NATIONAL TITLE SOLUTIONS, LLC
5505 Waterford District Drive, Suite 503
Miami, Florida 33126
Telephone No.: (305) 485-4136
Attn: Jill Anderson Blanco
E-Mail: Jill.Blanco@CalAtl.com

or to any other address hereafter designated by any of the parties, from time to time, in a written notice sent in the manner set forth herein for giving notice.

Section 12.02. Attorneys. The respective attorneys for Seller and Buyer are hereby authorized to give and receive any notice pursuant to this Agreement on behalf of Seller or Buyer, as the case may be.

ARTICLE XIII CONDEMNATION AND MORATORIUM

Section 13.01. Condemnation. If, prior to the Closing, all or any portion of the Property is taken by eminent domain or is the subject of a pending taking which has not been consummated (collectively, a “Taking”), Seller shall so notify Buyer in writing no later than five (5) days after receipt of Seller’s notice of a Taking, and Buyer shall have the option to either (a) terminate this Agreement or (b) proceed with the Closing in accordance herewith. Buyer shall have the right, but not the obligation, to contest and negotiate the amount of money offered for a Taking, as well as any of the terms related thereto. If this Agreement is terminated by Buyer pursuant to subsection (a), the Deposit shall be promptly returned to Buyer and neither party shall have any further rights or obligations hereunder, except for those matters that expressly survive termination of this Agreement. If Buyer has not elected to terminate this Agreement pursuant to subsection (a), Seller shall assign to Buyer at the Closing all sums that are to be awarded for the Taking and shall pay to Buyer any sums received by Seller prior to the Closing for the Taking. Buyer shall thereafter be entitled to receive and keep any awards for the Taking by eminent domain. The Closing Date shall be extended for a period of time equal to the amount of time afforded to Buyer to provide Seller with notice of its election under this Section.

Section 13.02. Moratoria. If, at the time of the Closing, there is a moratorium, or threat thereof, regarding any aspect of the Buyer’s development of the Property with thirty-two single family homes, Buyer shall have the right to extend the Closing for a period not to exceed one hundred eighty (180) days, at which time if a moratorium, or threat thereof, still exists, Buyer shall have the option to either (a) terminate this Agreement, whereupon the Deposit shall be promptly returned to Buyer and neither party shall have any further rights or obligations hereunder, except for those matters that expressly survive termination of this Agreement or (b) waive such condition and proceed with the Closing in accordance herewith. If Buyer chooses to proceed with the Closing, the Closing shall occur within ten (10) days of Seller’s receipt of Buyer’s notice waiving such condition.

ARTICLE XIV DEFAULTS

Section 14.01. Buyer’s Default. In the event of any default by Buyer (a “Buyer’s Default”), including, but not limited to, the failure of Buyer to close this transaction, the parties acknowledge it would be impossible to ascertain the amount of damages suffered by Seller and, therefore, the parties agree that in such event, the Deposit shall be paid to and accepted by Seller and Seller shall be entitled to draw upon the Irrevocable Standby Letter of Credit submitted with the Buyer’s RFP Proposal as provided by the Development Agreement as full and liquidated damages and as Seller’s sole and exclusive remedy except to the extent additional remedies are provided in the Development Agreement and each of the parties shall thereafter be released of any further liability or responsibility hereunder, except for the obligations that expressly survive termination of this Agreement.

Section 14.02. Seller's Default. In the event of any default by Seller (a “**Seller's Default**”), Buyer shall be entitled to terminate this Agreement and receive a prompt refund of the Deposit and any other remedy provided by the Development Agreement. However, nothing in this Section shall limit Buyer's remedies at law or in equity after the Closing as to all representations, warranties, indemnities, and other obligations of Seller contained in this Agreement that by the terms of this Agreement survive the Closing or any earlier termination of this Agreement. Notwithstanding any provision contained in this Agreement to the contrary, in the event that specific performance is not available as a remedy, then Buyer may exercise all remedies available at law or in equity.

Section 14.03. Notice and Cure Period. Buyer shall take no action with respect to a Seller's Default, and Seller shall take no action with respect to a Buyer's Default, until the non-defaulting party has given written notice to the defaulting party and the defaulting party has failed to cure the default within ten (10) days after receipt of such notice (“**Cure Period**”). If the expiration of the Investigation Period or the Closing Date shall occur during any Cure Period, the Investigation Period or the Closing Date, as applicable, shall automatically extend to the third (3rd) business day after such Cure Period.

ARTICLE XV MISCELLANEOUS PROVISIONS

Section 15.01. Choice of Law and Venue. This Agreement shall be construed and interpreted under the laws of the State of Florida, without giving effect to principles of conflict of laws, except where specifically pre-empted by Federal law. Proper venue with respect to any state or federal litigation in connection with this Agreement shall be exclusively in Brevard County or, for federal actions, the Middle District of Florida, Orlando Division.

Section 15.02. Amendments. No amendment to this Agreement shall bind any of the parties unless and until such amendment is in writing and executed by Buyer and Seller, provided, however, any deadline or date set forth in this Agreement may be extended or otherwise modified by the parties via electronic mail so long as both Buyer and Seller (or respective counsel acting on behalf of Buyer or Seller) confirm approval of such modification or extension through electronic mail.

Section 15.03. Entire Agreement. This Agreement, together with any exhibits attached hereto, constitutes the entire agreement between the parties and no prior written documents, and no prior or contemporary oral statements, representations, promises, or understandings not embodied in this Agreement shall be of any force and/or effect.

Section 15.04. Survival. Unless otherwise provided for in this Agreement, all of the terms and provisions of this Agreement, including, without limitation each party's representations and warranties, and obligations to indemnify, defend and hold harmless set forth in Section 4.01 and Articles X and XI of this Agreement shall survive the Closing or earlier termination of this Agreement.

Section 15.05. Assignment.

(A) All representations, warranties, covenants, conditions, and obligations herein contained shall be binding upon and inure to the benefit of the respective successors and assigns of the parties.

(B) Buyer shall have the right to assign its rights and/or obligations in this Agreement to as provided in the Development Agreement.

(C) Seller shall not be entitled to assign or transfer any interest in this Agreement or any interest in Seller, whether in whole or in part, directly and/or indirectly, by operation of law or otherwise.

Section 15.06. Interpretation. Captions and section headings contained in this Agreement are for convenience and reference only, and in no way do they define, describe, extend, or limit the scope or intent of this Agreement or any provision hereof. The terms and provisions of this Agreement have been fully negotiated between the parties and each party has been afforded the opportunity to engage, if such party desires, legal counsel to assist in the preparation, negotiation, and drafting of this Agreement. Accordingly, the terms and provisions of this Agreement shall not be interpreted for or against either Seller or Buyer as the drafting party. The terms “herein,” “hereby,” “hereof,” “hereto,” “hereunder,” and any similar terms refer to this Agreement in its entirety and not solely to the particular section or paragraph in which the term is used.

Section 15.07. Number and Gender. All of the terms and words used in this Agreement, regardless of the number and gender in which used, shall be deemed to include any other gender or number as the context or the use thereof may require.

Section 15.08. Possession. Exclusive possession of the Property shall be delivered to Buyer at the Closing.

Section 15.09. Representations. All representations, warranties and covenants set forth herein are material and of the essence to this Agreement.

Section 15.10. Waiver. No waiver of any provision of this Agreement shall be effective unless it is in writing signed by the party against whom it is asserted, and any waiver of any provision of this Agreement shall be applicable only to the specific instance to which it is related and shall not be deemed to be a continuing or future waiver as to such provision or a waiver as to any other provision.

Section 15.11. Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision was omitted.

Section 15.12. Time Periods.

(A) Time shall be of the essence with respect to this Agreement. The calculation of the number of days that has passed during any time period prescribed in this Agreement shall be based on calendar days, unless otherwise expressly set forth herein, and shall commence on the day immediately following the action or event giving rise to the

commencement of the period and shall expire on the last day of the time period. Furthermore, any time period provided for herein which shall end on a Saturday, Sunday, or legal holiday recognized throughout the entire State of Florida or the United States of America, shall extend to the next full business day. The term “business day” as used herein shall not include Saturday, Sunday, and legal holidays recognized throughout the entire State of Florida and the United States of America. All times shall mean either eastern standard time or eastern daylight time as then currently applicable.

(B) Notwithstanding any provision contained in this Agreement to the contrary, Buyer shall not be obligated to make any payment hereunder, including, without limitation, payment of any portion of the Deposit, nor shall Buyer be obligated to close on the purchase of the Property under this Agreement, at any time during the last five (5) business days of the months of February, May, August, or November (each, a “**Blackout Period**”). Any payment that would otherwise be due during a Blackout Period shall be due and payable on the third (3rd) business day after the applicable Blackout Period. Any date set forth for the Closing that would occur during any Blackout Period shall occur on the third (3rd) business day after the applicable Blackout Period.

Section 15.13. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement. To facilitate the execution and delivery of this Agreement, the parties may execute and exchange executed counterparts by e-mail in a PDF file to the other party or to the other party’s counsel. Signatures in a PDF file shall have the same legal effect as original signatures.

Section 15.14. CIC Approval. Notwithstanding any provision contained in this Agreement to the contrary, Buyer’s obligations under this Agreement are contingent upon Buyer’s receipt of the written approval of the Corporate Investment Committee of Lennar Corporation prior to the expiration of the Investigation Period. In the event Buyer fails to deliver to Seller written notice of such approval of said Corporate Investment Committee prior to the expiration of the Investigation Period, this Agreement shall be null and void and the Deposit shall be promptly returned to Buyer, and neither Seller nor Buyer shall have any further rights or obligations under the Agreement, except for those matters that expressly survive termination of this Agreement. No waiver of such condition shall be implied, but shall be expressed, if at all, only by written notice from the Corporate Investment Committee of Lennar Corporation specifically waiving such condition.

Section 15.15. Radon Gas. In compliance with §404.056, Florida Statutes, Buyer is hereby made aware of the following: RADON GAS IS A NATURALLY 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.

Section 15.16. Litigation. In the event of any litigation arising from or related to this Agreement, each party shall bear their own attorneys' fees and costs incurred at all proceedings, including, without limitation, before trial, at trial, and all appellate levels.

Section 15.17. WAIVER OF TRIAL BY JURY. BUYER AND SELLER HEREBY EXPRESSLY COVENANT AND AGREE TO WAIVE THE RIGHT TO A TRIAL BY JURY IN CONNECTION WITH ANY LITIGATION OR JUDICIAL PROCEEDING RELATING TO, DIRECTLY OR INDIRECTLY, OR CONCERNING THIS AGREEMENT OR THE CONDUCT, OMISSION, ACTION, OBLIGATION, DUTY, RIGHT, BENEFIT, PRIVILEGE, OR LIABILITY OF A PARTY HEREUNDER TO THE FULLEST EXTENT PERMITTED BY LAW. THIS WAIVER OF THE RIGHT TO A TRIAL BY JURY IS SEPARATELY GIVEN AND IS KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY MADE BY BUYER AND SELLER. BUYER AND SELLER HAVE HAD AN OPPORTUNITY TO SEEK LEGAL COUNSEL CONCERNING THIS WAIVER. THIS WAIVER IS INTENDED TO AND DOES ENCOMPASS EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A JURY TRIAL WOULD OTHERWISE ACCRUE. BUYER AND SELLER FURTHER CERTIFY AND REPRESENT TO EACH OTHER THAT NO PARTY, REPRESENTATIVE, OR AGENT OF BUYER OR SELLER (INCLUDING, BUT NOT LIMITED TO, THEIR RESPECTIVE COUNSEL) HAS REPRESENTED, EXPRESSLY OR OTHERWISE, TO BUYER OR SELLER OR TO ANY AGENT OR REPRESENTATIVE OF BUYER OR SELLER (INCLUDING, BUT NOT LIMITED TO, THEIR RESPECTIVE COUNSEL) THAT THEY WILL NOT SEEK TO ENFORCE THIS WAIVER OF A RIGHT TO A JURY TRIAL. THIS WAIVER SHALL APPLY TO THIS AGREEMENT AND ANY FUTURE AMENDMENTS, SUPPLEMENTS, AND/OR MODIFICATIONS TO THIS AGREEMENT.

ATTENTION: SELLER AND BUYER

CONVEYANCES TO FOREIGN BUYERS: Part III of Chapter 692, Sections 692.201 - 692.205, Florida Statutes, 2023 (the "Act"), in part, limits and regulates the sale, purchase and ownership of certain Florida properties by certain buyers who are associated with a "foreign country of concern", namely: the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic. **It is a crime to buy or knowingly sell property in violation of the Act.**

At time of purchase, Buyer must provide a signed Affidavit, in the form attached hereto as Exhibit "B", which complies with the requirements of the Act. Seller and Buyer are advised to seek legal counsel regarding their respective obligations and liabilities under the Act.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Effective Date.

SELLER:

CITY OF COCOA, a Florida municipal corporation

By: _____

Name: Stockton Whitten

Title: City Manager

Date: _____

ATTEST:

APPROVED AS TO FORM AND
LEGALITY

By: _____

Monica Arsenault, City Clerk

By: _____

Anthony A. Garganese, City Attorney

BUYER:

LENNAR HOMES, LLC, a Florida limited
liability company

By: _____

Name: _____

Title: _____

Date: _____

ESCROW AGENT

(MICHAEL C. BLAKE SUBDIVISION PROJECT)

The undersigned agrees to act as Escrow Agent in accordance with the terms of this Agreement.

ESCROW AGENT:

**CALATLANTIC NATIONAL TITLE
SOLUTIONS, LLC**, a Delaware limited liability
company

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT A

LEGAL DESCRIPTION OF THE LAND

[INCLUDE FOLIO NUMBER]

Lots 1 through 6 and 9 through 17 of the Michael C. Blake Subdivision, according to the map or plat thereof, as recorded in Plat Book 66, Page(s) 69, of the Public Records of Brevard County, Florida.

AND

Lots 7 and 14, Block 13, of Amended Map of College Park, according to the plat thereof, as recorded in Plat Book 5, Page 72, of the Public Records of Brevard County, Florida.

CITY COUNCIL AGENDA ITEM

Memo Date: June 23, 2025
Agenda Date: July 8, 2025
File ID: 2025-581
Prepared By: Frank Mirabito
Through: Abigail Morgan, Public Works Director
Requested Action: Approve entering into a Locally Funded Agreement (LFA) with the Florida Department of Transportation (FDOT) for Design for Widening of State Road 524 (FPM 437983-1-32-01). Approve a Resolution Amending the FY25 Budget, BAF 25-073-A for the LFA. Authorize the City Manager to Execute and Administer the LFA Agreement.

BACKGROUND:

In an effort to expedite the widening design of the above section of SR524, the City of Cocoa staff approached FDOT to help start the process with this LFA. The scope of work includes widening and reconstruction of S.R. 524 from Friday Road (West of I95) east to Industry Road. This process will bring this section of roadway up to modern FDOT specifications by improving roadway capacity, safety, and enhancing multi-modal opportunities to include bicycle and pedestrian facilities. This constitutes a contribution toward the cost of the design for the road widening only and the City will not be responsible for any cost overruns. The FDOT will not have to provide any subsequent accounting of the contribution since the payment represents a full and final payment to FDOT as a contribution toward the design of the roadway. The Space Coast Planning and Transportation Organization (SCPTO) approved the use of Transportation Impact Fee Taxes (TIFT) for this project and paid the City \$4,300,000 in February 2024 from the City's transportation impact fee balance with Brevard County. This amount was reflected in assigned fund balance in the FY2024 Annual Comprehensive Financial Report.

PRIORITY AREA CONNECTION:

Investment in Public Infrastructure

BUDGETARY IMPACT:

Budgeted? No

If not budgeted, is amendment / transfer attached? Yes

Source/Use of Funds

<u>Account Number</u>	<u>Amount</u>
Fund Balance 001-0000-389.99-50	\$4,289,942
Aids to Other Govt Agency 001-3510-541.81-00	\$4,289,942

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approve entering into a Locally Funded Agreement (LFA) with the Florida Department of Transportation (FDOT) for Design for Widening of State Road 524 (FPM 437983-1-32-01). Approve a Resolution Amending the FY25 Budget, BAF 25-073-A for the LFA. Authorize the City Manager to Execute and Administer the LFA Agreement.

RESOLUTION NO. 2025-038

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA; AUTHORIZING THE CITY MANAGER AND/OR CITY ATTORNEY TO EXECUTE THE LOCALLY FUNDED AGREEMENT BETWEEN THE FLORIDA DEPARTMENT OF TRANSPORTATION AND THE CITY OF COCOA, FOR DESIGN OF WIDENING AND RECONSTRUCTION OF STATE ROAD 524 FROM FRIDAY ROAD TO INDUSTRY ROAD, FPM 437983-1-32; PROVIDING FOR REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the State of Florida Department of Transportation and the City of Cocoa desire to facilitate the widening and reconstruction of State Road 524; and

WHEREAS, the State of Florida Department of Transportation has requested the City of Cocoa to execute and deliver to the State of Florida Department of Transportation the Locally Funded Agreement for the aforementioned project; FPN 437983-1-32.

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

SECTION 1. The City Council authorizes the City Manager And/Or the City Attorney to make, execute and deliver to the State of Florida Department of Transportation the Locally Funded Agreement for the design of widening and reconstruction of State Road 524 from Friday Road to Industry Road, FPN 437983-1-32.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on July 8, 2025.

Michael C. Blake, Mayor

ATTEST:

Monica Arsenault, CMC, City Clerk

Agency: City of Cocoa Vendor No.: F596000292024	Fund: LF Contract Amount: \$4,289,942.00	Financial Project No.: 437983-1-32-01
--	--	--

**LOCALLY FUNDED AGREEMENT
BETWEEN
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
CITY OF COCOA**

This **AGREEMENT**, made and entered into _____,
by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as the "DEPARTMENT") and the CITY OF COCOA, (hereinafter referred to as the "LOCAL GOVERNMENT"),

WITNESSETH:

WHEREAS, the Parties have been granted specific legislative authority to enter into this Agreement pursuant to Section 339.12, Florida Statutes; and

WHEREAS, the LOCAL GOVERNMENT, by Resolution, a copy of which is attached hereto as Exhibit "C", and made a part hereof, has authorized its officers to execute this Agreement on its behalf; and

WHEREAS, the DEPARTMENT is prepared, in accordance with its Adopted Five-Year Work Program, to undertake the project described as: "State Road 524 (from Friday Road to Industry Road)", said project being known as Financial Project Number (FPN) 437983-1-32-01, hereinafter referred to as the "Project"; and

WHEREAS, the Project is not revenue producing and is contained in the Adopted Work Program; and

WHEREAS, the implementation of the Project is in the interests of both the DEPARTMENT and the LOCAL GOVERNMENT and it would be most practical, expeditious, and economical for the LOCAL GOVERNMENT to provide the funds to: provide funding necessary for the Design for State Road 524, in Fiscal Year 2024/2025, said Project being known as FPN 437983-1-32-01; and

NOW, THEREFORE, in consideration of the mutual benefits to be derived from the joint participation of this Agreement, the parties agree as follows:

1. The term of this Agreement shall begin upon the date of signature of the last party to sign and shall remain in full force and effect through completion of the DEPARTMENT's design phase of the Project. The DEPARTMENT may, at any time and at any stage, amend or terminate the Project in whole or in part if the DEPARTMENT determines that such action is in the best interests of the public.

2. The DEPARTMENT agrees to accept the LOCAL GOVERNMENT's contribution of funding to be applied only for the design phase of the Project. Nothing herein shall be construed as an obligation to fund the construction of the Project.

3. The DEPARTMENT agrees to accept the LOCAL GOVERNMENT's contribution of funding to be applied only for the design phase of the Project. Nothing in this Agreement may be construed as requiring the DEPARTMENT to perform any activity which is outside the scope of the Project as previously defined. Except as specifically stated otherwise in this Agreement, all such activities shall be performed by such entities, at such times, in such manner, under such conditions, and pursuant to such standards as the DEPARTMENT, in its sole discretion, deems appropriate. The LOCAL GOVERNMENT shall not have any jurisdiction or control over the DEPARTMENT'S activities, except as specifically stated in this Agreement. The LOCAL GOVERNMENT shall be entitled to be advised of the progress of the Project at reasonable intervals upon request. Notwithstanding the foregoing, it is the intent of this Agreement that the parties will collaborate regarding the design of the Project and that the DEPARTMENT will consider the input provided by the LOCAL GOVERNMENT during the design phase. However, the DEPARTMENT will make all final decisions regarding the design of the Project.

4. Contribution by the LOCAL GOVERNMENT of the funds for the design phase of the Project shall be made as follows:

(A) The DEPARTMENT'S current estimate of cost for the design phase of the Project is **\$7,402,342.00 (Seven Million Four Hundred Two Thousand Three Hundred Forty-Two Dollars and No/100).** This amount is based on the Estimate, Exhibit "B" attached hereto. The DEPARTMENT'S performance and obligation to design the Project is contingent upon an annual appropriation by the Florida Legislature. The parties agree that in the event funds are not appropriated to the DEPARTMENT for the Project, this Agreement may be terminated, which shall be effective upon the DEPARTMENT giving written notice to the LOCAL GOVERNMENT to that effect. The DEPARTMENT and LOCAL GOVERNMENT agree that, as this is a lump sum agreement, there shall be no LOCAL GOVERNMENT responsibility for cost overruns.

(B) The LOCAL GOVERNMENT agrees that it will, **within at least fourteen (14) calendar days of the execution of this Agreement,** furnish the DEPARTMENT a

lump sum contribution in the amount of **\$4,289,942.00 (Four Million Two Hundred Eighty-Nine Thousand Nine Hundred Forty-Two Dollars and No/100)** to be used only for the estimated Project cost for design of the Project, FPN 437983-1-32-01. The DEPARTMENT may utilize this contribution only for payment of the cost of the design of the Project.

(C) The transfer of funds by the LOCAL GOVERNMENT to the DEPARTMENT under this Locally Funded Agreement will be made directly to the DEPARTMENT for deposit.

(D) The DEPARTMENT and the LOCAL GOVERNMENT agree that the lump sum contribution shall be an asset of the DEPARTMENT and that it constitutes a full and final payment for the cost of a portion of the design work, without any requirement for a subsequent accounting for the use of the contribution. The DEPARTMENT shall keep the LOCAL GOVERNMENT apprised of the status of the design work.

(E) Contact Persons:

DEPARTMENT

District 5 Local Programs
719 South Woodland Boulevard, M.S. 4-520
DeLand, Florida 32720-6834
(386) 943-5623
D5-LocalPrograms@dot.state.fl.us

CITY OF COCOA

Abigail Morgan
Public Works Director/City Engineer
City of Cocoa
155 North Wilson Avenue
Cocoa, Florida 32922
(321) 433-8910
amorgan@cocoaf.fl.gov

5. All tracings, plans, specifications, maps, models, reports, or other work product prepared or obtained under this Agreement shall be considered works made for hire for the DEPARTMENT and shall at all times be and remain the property of the DEPARTMENT without restriction or limitation on their use. The LOCAL GOVERNMENT may, however, inspect those materials upon providing reasonable advance notice to the DEPARTMENT.

6. In the event this Agreement is in excess of TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) or has a term for a period of more than one (1) year, the provisions of Chapter 339.135(6)(a), Florida Statutes, are hereby incorporated as follows:

“The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of \$25,000.00 and which have a term for a period of more than one (1) year.”

7. The DEPARTMENT may unilaterally cancel this Agreement for refusal by the LOCAL GOVERNMENT to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by such party in conjunction with this Agreement.

8. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof, and incorporates and includes all proper negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein. The parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written.

9. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. Any provision herein determined by a court of competent jurisdiction, or any other legally constituted body having jurisdiction, to be invalid or unenforceable shall be severable and the remainder of this Agreement shall remain in full force and effect, provided that the invalidated or unenforceable provision is not material to the intended operation of this Agreement.

10. The DEPARTMENT and the LOCAL GOVERNMENT acknowledge and agree to the following:

(A) The LOCAL GOVERNMENT 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 LOCAL GOVERNMENT during the term of the contract; and

(B) The LOCAL GOVERNMENT shall expressly require any contractors and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor/subcontractor during the contract term.

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the LOCAL GOVERNMENT has executed this Agreement on _____, and the DEPARTMENT has executed this Agreement on _____.

CITY OF COCOA

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

By: _____

By: _____

Name: _____

Name: James S. Stroz, Jr., P.E.

Title: _____

Title: Director of Transportation Development

Attest:

Attest:

Executive Secretary

Legal Review:

Legal Review:

LOCAL GOVERNMENT Attorney

DEPARTMENT Attorney

Financial Provisions Approval by
Department of Comptroller on:

July 8, 2019

EXHIBIT "A"**SCOPE OF SERVICES**

This Locally Funded Agreement (LFA) is to enable the City of Cocoa (LOCAL GOVERNMENT) to contribute funding for the Design for State Road 524. Design includes widening and reconstruction of State Road 524 (from Friday Road to Industry Road) from 2-lane rural to 4-lane urban divided roadway. The Project includes two roundabouts and the Design, Development, and Implementation (DDI) interchange at I-95.

The DEPARTMENT'S Engineer of Record shall be responsible for the design described above as part of the design contract for State Road 524 (from Friday Road to Industry Road).

The remainder of this page intentionally left blank.

EXHIBIT "B"**ESTIMATE**

The estimate is based on Statewide and District Average Bid Price for the following items times an escalation to bring the cost up to the design fiscal year.

ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT														Consultant Name: Burgess & Niple		
SR524 from Friday Rd to Industry Rd														Consultant No.:		
Brevard 437983-1														Date: 2/17/2025		
TBD														Estimator:		
Total Staff Hours From "SH Summary - Firm"	Chief Designer	Chief Engineer 1	Chief Engineer 2	Engineer 1	Engineer 2	Engineering Intern	Project Manager 2	Senior Designer	Senior Engineer 1	Senior Engineer 2	-	-	SH Bg	Salary Cost Bg	Average Rate Per	
	\$206.99	\$368.35	\$333.74	\$176.67	\$208.99	\$129.40	\$255.27	\$181.59	\$254.48	\$272.48	\$0.00	\$0.00	Activity	Activity	Task	
868	0	87	87	0	87	0	347	0	130	130	0	0	868	\$226,347	\$272.29	
4,865	487	487	243	487	973	243	487	243	487	730	0	0	4,867	\$1,175,834	\$241.59	
1,785	268	89	89	357	179	268	89	268	89	89	0	0	1,785	\$374,084	\$209.57	
2,098	210	210	105	210	420	105	210	105	210	315	0	0	2,100	\$507,323	\$241.58	
688	103	34	34	128	69	103	34	103	34	34	0	0	686	\$143,650	\$209.40	
152	15	15	8	15	30	8	15	8	15	23	0	0	152	\$36,701	\$241.45	
1,026	103	103	51	103	205	51	103	51	103	154	0	0	1,027	\$248,157	\$241.63	
386	58	19	19	77	39	58	19	58	19	19	0	0	385	\$80,579	\$209.30	
613	61	61	31	61	123	31	61	31	61	92	0	0	612	\$148,038	\$241.50	
307	46	15	15	61	31	46	15	46	15	15	0	0	305	\$63,807	\$209.20	
432	43	43	22	43	86	22	43	22	43	65	0	0	432	\$104,344	\$241.54	
171	26	9	9	34	17	26	9	26	9	9	0	0	174	\$36,646	\$210.61	
13,351	1,420	1,172	713	1,586	2,259	961	1,432	961	1,215	1,675	0	0	13,394			
	\$293,925.80	\$431,706.20	\$237,956.62	\$280,198.62	\$472,108.41	\$133,963.40	\$365,546.64	\$174,507.99	\$309,193.20	\$456,404.00	\$0.00	\$0.00		\$3,155,510.88	\$235.59	
														Check =		\$3,155,510.88
														Survey Field Days by Subconsultant 4 - Person Crew		
														SALARY RELATED COSTS (LS):		
														OVERHEAD:		
														OPERATING MARGIN:		
														FCCM (Facilities Capital Cost Money):		
														EXPENSES:		
														Survey (Field - if by Prime)		
														4-person crew days @		
														SUBTOTAL ESTIMATED FEE:		
														Subconsultant: Atkins (LS)		
														Subconsultant: BPA (LS)		
														Subconsultant: Echo (LA)		
														Subconsultant: ESA (LS)		
														Subconsultant: FBT (LS)		
														Subconsultant: GEC (LA)		
														Subconsultant: Geodata (LA)		
														Subconsultant: Geodata (LS)		
														Subconsultant: Quest (LS)		
														Subconsultant: Rooks (LA)		
														Subconsultant: SEARCH (LS)		
														Subconsultant: -		
														SUBTOTAL ESTIMATED FEE:		
														Geotechnical Field and Lab Testing:		
														SUBTOTAL ESTIMATED FEE:		
														Optional Services		
														GRAND TOTAL ESTIMATED FEE:		

Notes:

1. This sheet to be used by Prime Consultant to calculate the Grand Total fee.

2. Manually enter fee from each subconsultant. Unused subconsultant rows may be hidden.

SALARY RELATED COSTS (LS):																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																	</
----------------------------	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	----

ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT																	
Name of Project:		SR 524 from Friday Rd to Industry Rd										Consultant Name:		Burgess & Niple			
County:		Brevard										Consultant No.:		2/20/2025			
FPN:		437983-1										Date:		Steven Bronzelli			
FAP No.:		TBD										Estimator:					
Staff Classification		Total Staff Hours From "SH Summary - Firm"	Chief Designer	Chief Engineer 1	Chief Engineer 2	Engineer 1	Engineer 2	Engineering Intern	Project Manager 2	Senior Designer	Senior Engineer 1	Senior Engineer 2	-	-	SH By	Salary Cost By	Average Rate Per
			\$206.99	\$368.35	\$333.74	\$176.67	\$208.99	\$139.40	\$255.27	\$181.59	\$254.48	\$272.48	\$0.00	\$0.00	Activity	Activity	Task
4. Roadway Analysis		1,489	144	150	74	150	298	74	149	74	149	223	0	0	1,485	\$358,951	\$241.75
Total Staff Hours		1,489	144	150	74	150	298	74	149	74	149	223	0	0	1,485		
Total Staff Cost			\$29,765.16	\$55,215.67	\$24,710.11	\$26,482.83	\$62,279.02	\$10,328.15	\$38,035.23	\$13,454.00	\$37,917.52	\$60,763.04	\$0.00	\$0.00		\$358,950.73	\$241.75
Survey Field Days by Subconsultant 4 - Person Crew:																	
Notes:																	
1. This sheet to be used by Prime Consultant to calculate the Grand Total fee.																	
2. Manually enter fee from each subconsultant. Unused subconsultant rows may be hidden.																	
SALARY RELATED COSTS:																	
OVERHEAD: 0% \$0.00																	
OPERATING MARGIN: 0% \$0.00																	
FCCM (Facilities Capital Cost Money): 0.00% \$0.00																	
EXPENSES: 0.00% \$0.00																	
Survey (Field - if by Prime) 0 4-person crew days @ \$ - / day \$0.00																	
SUBTOTAL ESTIMATED FEE: \$358,950.73																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant - \$0.00																	
Subconsultant																	

EXHIBIT “C”

RESOLUTION

The Resolution, or other official authorization, authorizing entry into this Agreement is attached and incorporated into this Agreement.

RESOLUTION NO. 2025-042

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 8 t h day of July, 2025.

Michael C. Blake, Mayor

ATTEST:

Monica Arsenault, City Clerk



City of Cocoa Budget Adjustment Form FY2025- 073-A

Select Adjustment Type: Budget Amendment

Requesting Department #: PW-3510

Date Prepared: 6/27/25

Revenue Accounts'

Adjusting Amount	Account Number	Account Name	Current Budget	Adjusted Budget	Project Number
\$ 4,289,942	001-0000-389.99-50	Fund Balance (Assigned)		\$ 4,289,942	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
\$ 4,289,942 Total					

To Accounts'

Adjusting Amount	Account Number	Account Name	Current Budget	Adjusted Budget	Project Number
\$ 4,289,942	001-3510-541.81-00	ROAD & STREET FACILITIES / AIDS TO GOVT AGENCY		\$ 4,289,942	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
\$ 4,289,942 Total					

Reason/Justification for Adjustment:

To give budget to accommodate the City contributing their portion of local government funds to the Florida Department of Transportation (FDOT) for the design on a road widening project for State Road 524 (SR524) from Friday RD. (west of the I-95) east towards Industry Rd. Financial Project No. 437983-1-32-01

Agenda 2025-581

City Council Approval Needed? Yes: ☒ No: ☐

Date Approved: _____

Resolution #: 2025-042

~*City Council Approval needed for transfers greater than \$75,000 or transfers between departments/funds. All CRA adjustments must go to their respective boards.

Abigail Morgan
Digitally signed by Abigail Morgan
Date: 2025.06.27 10:55:55 -04'00'
Requestor's Signature

Zoie Badalov
Digitally signed by Zoie Badalov
Date: 2025.06.27 10:59:21 -04'00'
Finance Approval Signature

Finance Director's Signature

Abigail Morgan
Digitally signed by Abigail Morgan
Date: 2025.06.27 10:56:13 -04'00'
Department Director's Signature

Lora Howell
Digitally signed by Lora Howell
Date: 2025.06.27 15:06:23 -04'00'
Deputy Finance Director's Signature

City Manager's Signature

FINANCE USE ONLY:

Date Entered: _____

Entered By: _____

Group #: _____

CITY COUNCIL AGENDA ITEM

Memo Date: June 23, 2025
Agenda Date: July 8, 2025
File ID: 2025-582
Prepared By: Frank Mirabito
Through: Abigail Morgan, Public Works Director
Requested Action: Approve a modification to the Fiske & Broadmoor Roadway and Drainage Improvements construction contract with Cathcart Construction Company to partially release retainage early.
Authorize the City Manager to execute the amendment.

BACKGROUND:

The Fiske Boulevard and Broadmoor Acres Roadway and Drainage Improvements project began in January of 2024. This project has encountered numerous unforeseen subsurface conflicts that have caused the project to exceed the budget, and the original time frame of 365 days. The Contractor has asked the City to release a portion of the retainage early and Staff agrees. Staff recommends this contract modification.

PRIORITY AREA CONNECTION:

Investment in Public Infrastructure

BUDGETARY IMPACT:

No Additional Budgetary Impact

PREVIOUS ACTION:

Council approved additional contingency funding on September 17, 2024. Council award this project to Cathcart Construction Company on October 10, 2023.

RECOMMENDED MOTION:

Approve a modification to the Fiske & Broadmoor Roadway and Drainage Improvements construction contract with Cathcart Construction Company to partially release retainage early. Authorize the City Manager to execute the amendment.



PURCHASING

65 Stone Street • Cocoa, FL 32922

PHONE: (321) 433-8833

EMAIL: purchasing@cocoafl.gov

CITY OF COCOA
1ST AMENDMENT TO CONSTRUCTION CONTRACT
CONTRACT B-22-15R-COC

This FIRST Amendment to the agreement is between the **City of Cocoa**, a Florida municipal Corporation (“City”) and **Cathcart Construction Company - Florida LLC**, a for profit corporation (“Contractor”).

WHEREAS, the City and the Contractor entered into an agreement for Construction Services, dated October 12, 2023.

WHEREAS, the City and the Contractor desire to modify the provisions of the Original Contract related to retainage to allow for an early partial release of retainage under certain conditions; and

WHEREAS, the City acknowledges the Contractor's request for assistance with cash flow and deems it to be in the best interest of the project to provide such assistance while ensuring the City's interests are protected.

NOW THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Contractor agree as follows:

1. **Modification of Section 13 – Final Payment (Retainage):** Section 13 of the Original Contract, pertaining to Final Payment and Retainage, is hereby amended to include the following provision regarding early release of retainage:

Notwithstanding the provisions of this Section 13, the City, at its sole discretion, may consider and approve a request from the Contractor for the early release of a portion of the retainage held by the City, provided the following conditions are met:

- a. The Contractor submits a written request for early release of retainage, specifying the amount requested and demonstrating a substantial completion of a significant portion of the work.
- b. The Project Manager for the City certifies that the project is at least fifty percent (50%) complete, and the Contractor is in good standing, in substantial compliance with the Original Contract, and is making satisfactory progress.
- c. The remaining retainage, after any early release, shall not fall below five percent (5%) of the then-current estimated value of the remaining work to be completed.
- d. All conditions precedent for payment, other than the final punch list approval, shall have been satisfied for the work covered by the retainage to be released.

- e. Any early release of retainage shall not constitute a waiver of any of the City's rights under the Original Contract, including but not limited to the right to withhold payments, assess liquidated damages, or require the Contractor to complete all punch list items and fulfill all warranty obligations.
- f. The terms for final payment and release of the remaining retainage as set forth in the Original Contract, specifically the holding of retainage at 5% of progress payments until a final punch list is approved after which the contractor can invoice for the amount held less 150% of the value of the punch list items, shall remain in full force and effect for any retainage not subject to this early release provision.

2. **Effect of Amendment:** Except as expressly modified by this Amendment, all other terms and conditions of the Original Contract shall remain in full force and effect. This Amendment shall be read in conjunction with the Original Contract and shall supersede any conflicting provisions in the Original Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the Effective Date first written above.

**CATHCART CONSTRUCTION
COMPANY - FLORIDA, LLC**

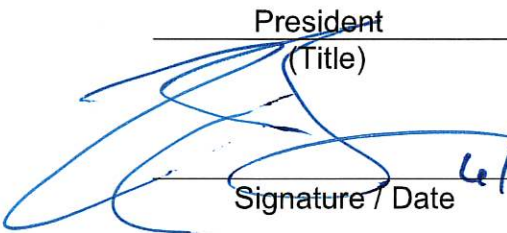
CITY OF COCOA

By: Matt T. Blanton
(Print Name)

By: Stockton Whitten
(Print Name)

President
(Title)

City Manager
(Title)

_____
Signature / Date 6/25/25

Signature / Date

Attest: _____
Monica Arsenault, CMC, City Clerk

CC: Abigail Morgan, Director of Public Works
Brian Dale, Purchasing / Contracts Division Manager, City of Cocoa

CONSTRUCTION AGREEMENT B-22-15R-COC

THIS AGREEMENT is made this 12th day of October, 2023 by and between the **CITY OF COCOA**, a Florida municipal corporation (herein referred to as OWNER) and **Cathcart Construction Company - Florida LLC**, a for-profit limited liability corporation authorized and duly licensed to do business in the State of Florida (herein referred to as CONTRACTOR), as follows:

1. **DESCRIPTION OF WORK** - CONTRACTOR shall perform the work, in accordance with the Contract Documents for the construction of Fiske Blvd. Roadway and Broadmoor Acres Drainage Improvements (“the Project”).
2. **CONTRACT DOCUMENTS** - The Contract Documents consist of this Agreement; Exhibits and Addendum(s) to the Agreement; the Construction Drawings for City of Cocoa Bid Set B-22-15-COC, dated June 2022; ITB B-22-15R-COC Documents issued by the City, dated August 30, 2022; Contractor’s Bid Submittal, dated October 14, 2022; General Conditions, if any; Supplemental Terms and Conditions by the City, if any; all Change Orders approved by the City after execution of this Agreement; and State of Florida Division of Emergency Management Grant # 4337-428-R. These Contract Documents are hereby incorporated into this Contract by this reference. The CONTRACTOR represents and agrees that it has carefully examined and understands this Agreement and the other Contract Documents, has investigated the nature, locality and site of the Work and the conditions and difficulties under which it is to be performed and that it enters into this Agreement on the basis of its own examination, investigation and evaluation of all such matters and not in reliance upon any opinions or representations of the OWNER, or of any of their respective officers, agents, servants, or employees. The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all. The intent of the Contract Documents is to include all labor, materials, equipment, transportation, taxes, fees and incidentals necessary for the proper and complete execution of the Work for each Project. Materials or Work described in words which so applied have a well-known technical or trade meaning shall be held to refer to such recognized standards. Any discrepancies or omissions found in the Contract Documents shall be reported to the City’s Project Manager immediately. The City’s Project Manager will clarify discrepancies or omissions, in writing, within a reasonable time.
3. **ORDER OF PRECEDENCE** - In case of any inconsistency in any of the documents bearing on the Agreement between the OWNER and the CONTRACTOR, the inconsistency shall be resolved by giving precedence in the following order:
 - a. Change Orders
 - b. Agreement, Exhibits and Addenda
 - c. Supplemental Terms and Conditions
 - d. General Terms and Conditions
 - e. Engineering Plans and Drawings

- f. ITB for B-22-15R-COC issued by the City of Cocoa dated August 30, 2022, including any subsequently issued Addenda
- g. Contractor's Bid Submittal
- h. Punchlist
- i. State of Florida Division of Emergency Management Grant # 4337-428-R

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

- 4. **AGREEMENT INTERPRETATION** - At its discretion, during the course of the work, should any errors, ambiguities, or discrepancies be found in the Contract Documents, the OWNER at its sole discretion will interpret the intent of the Contract Documents and the CONTRACTOR hereby agrees to abide by the OWNER's interpretation and agrees to carry out the work in accordance with the decision of the OWNER.
- 5. **BRAND NAME MATERIALS** - Whenever Materials or Equipment are specified or described in the Drawings or Specifications by using the name of a proprietary item or the name of a particular Supplier, the naming of the item is intended to establish the type, function and quality required. The CONTRACTOR will be responsible for all coordination necessary to accommodate the material, article, or equipment being provided without additional cost to the OWNER. Unless the name is followed by words indicating that no substitution is permitted, a substitute material, article, or equipment is allowed if it is reasonably equivalent to the brand name specified and CONTRACTOR certifies in writing that the proposed substitute will perform adequately the functions called for by the general design, be similar and of equal substance to that specified and be suited to the same use and capable of performing the same function as that specified. . The OWNER has full discretion to decide whether a substitute is reasonably equivalent. CONTRACTOR must notify the OWNER in writing prior to use of the substitute for a specified brand name and allow the OWNER to make a determination before CONTRACTOR uses the substitute.
- 6. **CONTRACT TIME** -
 - a. All provisions regarding Contract Time are essential to the performance of this Contract.
 - b. *Contract Time.* The Contract Time shall begin to run upon the OWNER's issuance of the Notice to Proceed. The CONTRACTOR shall sign the Notice to Proceed and deliver it to the Owner's Project Manager.
 - c. *Substantial Completion.* The Work shall be substantially completed within **Three-Hundred Sixty-Five (365)** calendar days after the date when the Contract Time begins to run.

The date of Substantial Completion of the Work is the date certified in writing by the OWNER when (1) construction is sufficiently complete, in accordance with the contract documents, so the OWNER can occupy or utilize the work for its intended purpose, as

expressed by the contract documents, and (2) any additional project-specific requirements or milestones for “Substantial Completion” identified in the general, special, or technical conditions or construction plans have been satisfied.

d. *Punchlist Creation and Acceptance.* No more than ten (10) calendar days following Substantial Completion, the CONTRACTOR shall provide to OWNER a draft Punchlist detailing the remaining items and estimated cost of each item required to render the Work complete, satisfactory, and acceptable. OWNER shall review the draft Punchlist and provide any comments to CONTRACTOR. The OWNER and CONTRACTOR shall cooperate in the development of the Punchlist regarding both the items to be included and the estimated cost of each. The OWNER shall approve a final Punchlist within 30 calendar days [(for projects costing less than or equal to \$10 million) or 45 calendar days (for projects costing over \$10 million)] of Substantial Completion.

OWNER shall deliver a final approved Punchlist to CONTRACTOR no more than five (5) calendar days following final approval of the Punchlist.

If the CONTRACTOR fails to coordinate with the OWNER to create the Punchlist and the OWNER has given the CONTRACTOR written notice of the failure, then the OWNER may withhold 150 percent of the estimated costs required to complete the items the OWNER intended to include in the Punchlist, without input from CONTRACTOR, and shall deliver the Punchlist within the time period in this subsection. The failure to include any corrective work or pending items not yet completed on the Punchlist does not alter the responsibility of the CONTRACTOR to complete the Work purchased under this Agreement.

e. *Final Completion.* The Work shall be finally completed, ready for Final Payment within **Thirty (30)** calendar days after the date of delivery of the final, approved Punchlist, which shall be at least thirty (30) calendar days following the delivery of the final approved Punchlist.

f. The parties acknowledge that the Contract Time provided in this subsection includes consideration of adverse weather conditions common to Central Florida including the possibility of hurricanes and tropical storms.

g. If applicable to the particular Work required under this Agreement, Float Time is allocated specifically to the Contractor’s responsibility for coordination of the utility relocations as described in the General Conditions and is included in the Contract Time provided by this Section. OWNER will not consider any Contract Time extensions related to utility coordination matters including, but not limited to, utility relocations and conflicts, unless the utility relocation delays exceed the Float Time and also exceed the Project Schedule’s Critical Path.

h. In the event that the Work requires phased construction, then multiple points of Substantial Completion may be established in the Supplementary Conditions. If the Work requires phased construction, a Punchlist shall be created for each phase of construction, and the timeline established herein for Punchlist compliance shall be followed for each phase.

7. **LIQUIDATED DAMAGES** - OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified in Paragraph 6 above, plus any extensions

thereof allowed in accordance with the General Conditions. OWNER and CONTRACTOR also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **\$2,712** for each calendar day that expires after the time specified in Paragraph 6 for substantial completion until the work is substantially complete and **50% of the specified amount** for each calendar day that expires after the time specified in Paragraph 6 for final completion until the work is finally complete. The liquidated damages provided in this Section are intended to apply even if CONTRACTOR is terminated, in default, or if the CONTRACTOR has abandoned the Work. This provision binds Contractor's performance bond surety.

8. **CONTRACT PRICE, UNIT PRICE CONTRACT** - The OWNER will pay the CONTRACTOR in current funds for the performance of the work in accordance with the Contract Documents, subject to additions and deductions approved by Change Order, the Total Contract Price of **five million, four-hundred-seventy-one thousand, and fifteen dollars (\$5,471,015)**. CONTRACTOR agrees to accept the Contract Price as full compensation for performing all Work, furnishing all Materials, and performing all Work embraced in the Contract Documents.

The CONTRACTOR acknowledges that CONTRACTOR studied, considered, and included in CONTRACTOR's Total Bid all costs of any nature relating to: (1) performance of the Work under Florida weather conditions; (2) applicable law, licensing, and permitting requirements; (3) the Project site conditions, including but not limited to, subsurface site conditions; (4) the terms and conditions of the Contract Documents, including, but not limited to, the indemnification and no damage for delay provisions of the Contract Documents.

The CONTRACTOR acknowledges that performance of the Work may involve significant Work adjacent to, above, and in close proximity to Underground Facilities including utilities which will require the support of active utilities, as well as, the scheduling and sequencing of utility installations, and relocations (temporary and permanent) by CONTRACTOR.

(1) In addition to the acknowledgments previously made, the CONTRACTOR acknowledges that the CONTRACTOR's Total Bid (original Contract Price) specifically considered and relied upon CONTRACTOR's own study of Underground Facilities, utilities in their present, relocated (temporary and permanent) and proposed locations, and conflicts relating to utilities and Underground Facilities.

(2) The CONTRACTOR acknowledges that CONTRACTOR's Total Bid (original Contract Price) considered and included all of CONTRACTOR's costs relating to CONTRACTOR's responsibilities to coordinate and sequence the Work of the CONTRACTOR with the work of the OWNER, if any, with its own forces, the work of other contractors, if any, and the work of others at the Project site.

Payments will be made to the CONTRACTOR for actual quantities installed on the basis of the Schedule of Unit Prices included as a part of the Bid, which shall be as fully a part of the Contract as if attached or repeated herein. Where the Contract Documents provide for Unit Price Work, the Contract Price stated in the Agreement will include for

all Unit Price Work an amount equal to the sum of the Unit Prices for each item of Unit Price Work times the estimated quantity of each item as indicated in the Contract Documents. Each Unit Price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover all costs, including supplemental and administrative costs, and profit.

9. **TERMINATION; DEFAULT BY CONTRACTOR AND OWNER'S REMEDIES** - The OWNER reserves the right to revoke and terminate this Agreement and rescind all rights and privileges associated with this Agreement, without penalty, for convenience. Further, the OWNER reserves the right to revoke and terminate this Agreement in the following circumstances, each of which shall represent a default and breach of this Agreement:
- a. CONTRACTOR defaults in the performance of any material covenant or condition of this Agreement and does not cure such other default within seven (7) calendar days after written notice from the OWNER specifying the default complained of, unless, however, the nature of the default is such that it cannot, in the exercise of reasonable diligence, be remedied within seven (7) calendar days, in which case the CONTRACTOR shall have such time as is reasonably necessary to remedy the default, provided the CONTRACTOR promptly takes and diligently and continuously pursues such actions as are necessary therefore; or
 - b. CONTRACTOR is adjudicated bankrupt or makes any assignment for the benefit of creditors or CONTRACTOR becomes insolvent, or is unable or unwilling to pay its debts; or
 - c. CONTRACTOR has acted negligently, as defined by general and applicable law, in performing the Work hereunder; or
 - d. CONTRACTOR has committed any act of fraud upon the OWNER; or
 - e. CONTRACTOR has made a material misrepresentation of fact to the OWNER while performing its obligations under this Agreement; or
 - f. CONTRACTOR is experiencing a labor dispute, which threatens to have a substantial, adverse impact upon performance of this Agreement without prejudice to any other right, or remedy OWNER may have under this Agreement.

In the event of an uncured default by CONTRACTOR, the OWNER shall have the right to exercise any other remedy the OWNER may have by operation of law, without limitation, and without any further demand or notice. In the event of such termination, OWNER shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for Work properly performed prior to the effective date of termination, which may be a set-off to Owner's damages.

10. **FORCE MAJEURE** - Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood; windstorm; explosion; riot; war; sabotage; strikes (except involving CONTRACTOR's labor force); extraordinary breakdown of or damage to OWNER 's affiliates' generating plants, their

equipment, or facilities; court injunction or order; federal and/or state law or regulation; or order by any regulatory agency; ; provided that prompt notice of such delay is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes.

11. **SEVERABILITY** - In the event any portion or part thereof of this Agreement is deemed invalid, against public policy, void, or otherwise unenforceable by a court of law, the validity and enforceability of the remaining parts of this Agreement shall otherwise be fully enforceable
12. **PROGRESS PAYMENTS PRIOR TO SUBSTANTIAL COMPLETION; DUE DATE FOR PROGRESS PAYMENTS; SUBMITTAL OF PAYMENT REQUESTS; CHANGE ORDERS** – No payments shall be made where a Payment and Performance Bond is required herein until OWNER receives a certified copy of the recorded Bond. OWNER shall make progress payments on account of the contract price to CONTRACTOR, on the basis of application for payments submitted to the OWNER or OWNER's Project Manager, by CONTRACTOR as the work progresses, and in accordance with the Contract Documents. By submitting each request for a progress payment, the CONTRACTOR certifies, to the best of its knowledge and belief, that: (1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract; (2) All payments due to subcontractors and suppliers from previous payments received under the contract have been made, and timely payments will be made from the proceeds of the payment requested, in accordance with subcontract agreements; (3) The request is made in good faith and is a true and accurate accounting of the work performed and materials supplied; and (4) The representative signing the request for a progress payment is authorized to certify the request on behalf of the CONTRACTOR.

Progress payments may be withheld if:

- a. Work is found defective and not remedied;
- b. CONTRACTOR does not provide consent of surety with each payment application;
- c. Another contractor is damaged by an act for which CONTRACTOR is responsible; or
- d. In the opinion of the OWNER that CONTRACTOR's work is not progressing satisfactorily.

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

due 20 business days after the date on which the payment request or invoice is stamped as received as provided in s. 218.74(1), Florida Statutes, except to the extent that the payment request or invoice does not meet contract requirements. If OWNER disputes a portion of a payment request or an invoice, the undisputed portion shall be timely paid. OWNER shall reject payment requests or invoices in accordance with the procedure established in s. 218.735, Florida Statutes.

OWNER hereby identifies the **City of Cocoa Accounts Payable**, 65 Stone Street, Cocoa FL 32926 or by email to **accountspayable@cocoafl.gov** as the agent or office to which the CONTRACTOR must submit payment requests or invoices to OWNER. The OWNER further hereby identifies Tierra Inc., Attn: **Jeffrey Begovich, P.E.**, 7351 Temple Terrace Hwy, Tampa, FL, 33637 or by email to **jbegovich@tierraeng.com** as the agent that must approve payment requests prior to their submission to OWNER.

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

- a. Faulty work appearing after substantial completion has been granted;
- b. Work that does not comply with the Contract Documents;
- c. Failure of CONTRACTOR to comply with any special guarantees required by the Contract Documents.

Further, OWNER may withhold additional payment in anticipation of liquidated damages equal to the product of the number of Days after the scheduled Contract Time (Substantial Completion or Final Completion) and the amount of liquidated damages set forth in this Contract if CONTRACTOR is behind schedule and it is anticipated by OWNER that the Work will not be completed within the Contract Time. The additional retainage, under this subsection, may at the OWNER'S discretion be withheld from subsequent Progress Payments.

The OWNER, by written change order and without invalidating the Agreement, may order extra Work or make changes by altering, adding to, or deducting from the Work, the contract sum being adjusted accordingly. Additional time required for any change in Work must be included with the requested Change Order. The CONTRACTOR'S exclusive remedy for delays in performance of the construction caused by events beyond its control, including delays claimed to be caused by or attributable to the OWNER or the OWNER's agent and claims based on breach of contract or negligence, shall be a claim for an extension of the scheduled construction time.

In giving instructions, the City's Project Manager will have authority to make minor changes in the Work, not involving extra cost or time, and not inconsistent with the purpose of the Work, but otherwise, except in an emergency endangering life or property, no extra work or change will be made unless it goes through the City's written Change Order process and is approved by the OWNER, and no claim for an addition to the contract sum or time will be valid unless so ordered in writing.

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

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

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

13. **FINAL PAYMENT** - OWNER shall withhold up to 5% of the Contract Price until the date of Substantial Completion in accordance with the Local Government Prompt Payment Act ("Act"). As provided in Section 6 above, within 10 calendar days of Substantial Completion, the CONTRACTOR shall create and deliver to OWNER a draft Punchlist detailing Work which must still be completed to reach Final Completion under the terms of this Agreement, and the estimated cost to complete each item. Within thirty (30) calendar days of Substantial Completion for projects with a cost of \$10 million or less or within forty-five (45) calendar days of Substantial Completion for projects with a cost of over \$10 million, the OWNER shall approve a finalized Punchlist. As provided above, the OWNER and CONTRACTOR shall coordinate and cooperate in the development of the final Punchlist. Within 5 calendar days of OWNER finalizing and approving the Punchlist, the OWNER shall deliver the final approved Punchlist to CONTRACTOR.

Within 20 calendar days of the delivery of the final approved Punchlist, and only upon receipt of a proper invoice or payment request from CONTRACTOR, OWNER shall pay to CONTRACTOR the remaining contract balance, including all retainage previously withheld, less an amount equal to 150 % of the estimated cost to complete the items on the Punchlist, except as provided herein. Should no Punchlist be created within the thirty or forty-five day timeframe, as applicable, OWNER shall pay CONTRACTOR the remaining contract balance, including all retainage previously withheld, upon receipt of a proper invoice or payment request from CONTRACTOR, unless the Punchlist has not been created because of the failure of CONTRACTOR to cooperate with OWNER, in which case OWNER shall pay to CONTRACTOR the remaining contract balance, including all retainage previously withheld,

less an amount equal to 150 % of the estimated cost to complete the items on the Punchlist as determined solely by the OWNER.

CONTRACTOR may submit a proper invoice or payment request for the amount of retainage held to complete the Punchlist items only once all Punchlist items have been completed to the satisfaction of the OWNER. OWNER may continue to withhold the retainage if a good faith dispute exists as to whether one or more Punchlist items has been completed in accordance with the terms of this Agreement up to 150% of the total costs to complete those items in dispute.

The date of Final Completion shall be no less than 30 days following delivery of the final approved Punchlist to CONTRACTOR.

The remaining retainage amount shall be released with the Final Payment after the issuance of the Final Completion Certificate. The Final Completion Certificate shall be issued upon completion of all remaining Punchlist items. Consent of surety is required for final payment. OWNER shall make final payment to CONTRACTOR within thirty (30) days after the work is fully and properly completed, if the contract has been fully and timely performed, but subject to the condition that final payment shall not be due until CONTRACTOR has delivered to OWNER all close-out documentation.

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

a. **General Administration of Contract.** The primary function of the OWNER is to provide the general administration of the contract. In performance of these duties, **Jeffrey Begovich, P.E., Vice President of Tierra Inc.** or or his authorized representative is the OWNER's Project Manager during the entire period of construction. The OWNER (CITY) may change the Project Manager during the term of this contract.

b. **Inspections, Opinions, and Progress Reports.** The OWNER and its representatives shall be kept familiar with the progress and quality of the work by CONTRACTOR and may make periodic visits to the work site. The OWNER will not be responsible for the means of construction, or for the sequences, methods, and procedures used therein, or for the CONTRACTOR's failure to perform the work in accordance with the Contract Documents.

c. **Access to Worksite for Inspections.** The OWNER and its representatives shall be given free access to the worksite at all times during work preparation and progress. The Project Manager is not obligated to make exhaustive or continuous on-site inspections to perform his duties of checking and reporting on work progress, and any such inspections shall not waive Owner's claim regarding defective work by Contractor. No inspector is authorized to change any provision of the specifications without written authorization of the City's Project Manager, nor shall the presence or absence of an inspector relieve the CONTRACTOR from any requirements of the Contract Documents.

If the specifications, the City's instructions, laws, ordinances, or any public authority, require any work to be specially tested or approved, the CONTRACTOR shall give the City

timely notice of its readiness for inspection, and of the date fixed for such inspection. Inspections by the City's Project Manager will be promptly made.

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

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

e. **Rejection and Stoppage of Work.** The OWNER shall have authority to reject work which in its opinion does not conform to the Contract Documents, and in this connection may stop the work or a portion thereof, when necessary.

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

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

15. **PROGRESS MEETINGS** – OWNER'S Project Manager may hold periodic progress meetings on a monthly basis, or more frequently if required by the OWNER, during the term of work entered into under this Agreement. CONTRACTOR's Project Manager and all other appropriate personnel shall attend such meetings as designated by the OWNER'S Project Manager.
16. **RESPONSIBILITIES OF CONTRACTOR** - CONTRACTOR's duties and rights in connection with the project herein are as follows:

- a. **Responsibility for Supervision and Construction.** CONTRACTOR shall be solely responsible for all construction under this contract, including the techniques, sequences, procedures and means, for the coordination of all work. CONTRACTOR shall supervise and direct the work, and give it all attention necessary for such proper supervision and direction.
- b. **Discipline and Employment.** CONTRACTOR shall maintain at all times strict discipline among his employees, and he agrees not to employ for work on the project any person unfit or without sufficient skill to perform the job for which he was employed.
- c. **Furnishing of Labor, Materials, etc.** CONTRACTOR shall provide and pay for all labor, materials and equipment, including tools, construction equipment and machinery, utilities, including water, transportation, and all other facilities and work necessary for the proper completion of work on the project in accordance with the Contract Documents.
- d. **Payment of Taxes: Procurement of Licenses and Permits.** CONTRACTOR shall secure all licenses and permits necessary for proper completion of the work, paying the fees thereof. CONTRACTOR warrants that it (and subcontractors or tradesmen, if authorized in the Contract Documents) hold or will secure all trade or professional licenses required by law for CONTRACTOR to undertake the contract work.
- e. **Guarantee.** The CONTRACTOR hereby guarantees the Work to the full extent provided in the Plans, Specifications, General Conditions, Special Conditions and other Contract Documents. The CONTRACTOR shall remove, replace and/or repair at its own expense and at the convenience of the OWNER any faulty, defective or improper Work, materials or equipment discovered within one (1) year from the date of the acceptance of the project as a whole by the Owner or for such longer period as may be provided in the Plans, Specifications, General Conditions, Special Conditions or other Contract Documents. Without limiting the generality of the foregoing, the CONTRACTOR warrants to the OWNER, that all materials and equipment furnished under this Agreement will be of first class quality and new, unless otherwise required or permitted by the other Contract Documents, that the Work performed pursuant to this Agreement will be free from defects and that the Work will strictly conform with the requirements of the Contract Documents. Work not conforming to such requirements, including substitutions not properly approved and authorized, shall be considered defective. All warranties contained in this Agreement and in the Contract Documents shall be in addition to and not in limitation of all other warranties or remedies required and/or arising pursuant to applicable law. Furthermore, CONTRACTOR will provide written guarantee for work and materials for one (1) calendar year after acceptance by OWNER. The one (1) period is not a limitation upon manufacturer warranties or CONTRACTOR's payment and performance Bond(s).
- f. **Project Site.** The CONTRACTOR shall, among other things, (i) visit and thoroughly inspect the project site and any structure(s) or other man-made features to be modified and become familiar with local conditions under which the project will be constructed and operated; (ii) if applicable, familiarize itself with the survey, including the location of all existing buildings, utilities, conditions, streets, equipment, components, and other attributes having or likely to have an impact on the project; (iii) familiarize itself with the City's layout

and design requirements, conceptual design objectives, and budget for the project; (iv) familiarize itself with pertinent Project dates, including the Project Schedule; (v) review and analyze all project geotechnical, hazardous substances, structural, chemical, electrical, mechanical, and construction materials tests, investigations, and recommendations; and (vi) gather any other information necessary for a thorough understanding of the project. If the project involve modifications to any existing structure(s) or other man-made feature(s) on the project site, the CONTRACTOR shall also review all as-built and record drawings, plans, and specifications of adjacent work which the CONTRACTOR requests from the City , and shall thoroughly inspect the existing structure(s) and man-made feature(s) to identify existing deficiencies and ascertain the specific locations of pertinent structural components. Claims by the CONTRACTOR resulting from its failure to familiarize itself with the project site or pertinent documents shall be deemed waived.

g. Punchlist. The CONTRACTOR shall be responsible for creation of the required Punchlist(s) as provided herein. Punchlist(s) must be approved by the OWNER.

17. **ASSIGNMENT** - CONTRACTOR shall not assign this Agreement, or any rights or any monies due or to become due hereunder without the prior, written consent of the OWNER.
 - a. CONTRACTOR shall be fully responsible to OWNER for all acts and/or omissions performed by its subcontractors.
 - b. If CONTRACTOR, prior to the commencement of any Work subcontracts any part of this Agreement by the subcontractor, CONTRACTOR shall require the subcontractor to provide OWNER and its affiliates with insurance coverage as set forth by the OWNER.
18. **THIRD PARTY RIGHTS** - Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than OWNER and CONTRACTOR.
19. **PROHIBITION AGAINST CONTINGENT FEES** - CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.
20. **NO JOINT VENTURE** - Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties and neither party is authorized to, nor shall either party act toward third persons or the public in any manner which would indicate any such relationship with the other party.
21. **INDEMNIFICATION** – CONTRACTOR shall indemnify and hold harmless the OWNER, its officers, employees, agents, engineer, and city attorneys (individually and in their official capacity, from liability, losses, damages, and costs, including, but not limited to, reasonable attorney’s fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of CONTRACTOR and persons employed or utilized by CONTRACTOR in the performance of this Agreement.

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

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

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

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

22. **SAFETY** - CONTRACTOR shall be solely and absolutely responsible and assume all liability for the safety and supervision of its principals, employees, contractors, and agents while performing work provided hereunder. More specifically, the CONTRACTOR shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
1. All employees on the project site and other persons who may be affected thereby.
 2. All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the project site.
 3. Other property at the project site or adjacent thereto.

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

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

23. **CORPORATE REPRESENTATIONS BY CONTRACTOR** - CONTRACTOR hereby represents and warrants to the OWNER the following:

- a. CONTRACTOR is duly registered and licensed to do business in the State of Florida and is in good standing under the laws of Florida, and is duly qualified and authorized to carry on the functions and operations set forth in this Agreement.
 - b. The undersigned signatory for CONTRACTOR has the power, authority, and the legal right to enter into and perform the obligations set forth in this Agreement and all applicable exhibits thereto, and the execution, delivery, and performance hereof by CONTRACTOR has been duly authorized by the board of directors and/or president of CONTRACTOR. In support of said representation, CONTRACTOR agrees to provide a copy to the OWNER of a corporate certificate of good standing provided by the State of Florida prior to the execution of this Agreement.
 - c. CONTRACTOR is duly licensed under all local, state and federal laws to provide the work stated in paragraph 1.0 herein. In support of said representation, CONTRACTOR agrees to provide a copy of all said licenses to the OWNER prior to the execution of this Agreement.
24. **BOND** - CONTRACTOR shall supply a materials, performance and payment bond(s) in accordance with Florida law and in substantially in conformance with the forms attached to the Agreement as **Exhibit "A"** and approved by the City Attorney. The materials, performance, and payment amounts shall be in an amount equal to 100% of the Contract Price for the work prescribed herein. The issuance of bonds required under this Agreement shall not relieve Contractor of any liability under the Agreement. Contractor shall remain jointly and severally liable with any surety issuing a bond under the Contract. The premium for such bonds is included in the Contract Price.
25. **INSURANCE** - During the term of this Agreement, CONTRACTOR shall be responsible for providing the types of insurance and limits of liability as set forth under this Paragraph. Additionally, all independent contractors or agents employed by CONTRACTOR to perform any Work hereunder shall fully comply with the insurance provisions contained in these Contract Documents.
- a. The CONTRACTOR shall maintain comprehensive general liability insurance in the minimum amount of \$2,000,000 as the combined single limit for each occurrence to protect the CONTRACTOR from claims of property damages which may arise from any Work performed under this Agreement whether such Work are performed by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.
 - b. The CONTRACTOR shall maintain comprehensive automobile liability insurance in the minimum amount of \$1,000,000 combined single limit bodily injury and minimum \$1,000,000 property damage as the combined single limit for each occurrence to protect the CONTRACTOR from claims for damages for bodily injury, including wrongful death, as well as from claims from property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

c. The CONTRACTOR shall maintain, during the life of this Agreement, adequate Workers' Compensation Insurance in at least such amounts as are required by law and Employer's Liability Insurance in the minimum amount of \$2,000,000 for all of its employees performing Work for the OWNER pursuant to this Agreement.

d. The CONTRACTOR shall maintain comprehensive builder risk insurance, which shall cover CONTRACTOR'S labor, and any materials and equipment to be used for completion of the Work performed under this Agreement, against all risks of direct physical loss, excluding earthquake and flood, for a minimum amount of the Total Contract Price. CONTRACTOR shall maintain the builder risk insurance required by this subsection until final completion.

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

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

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

26. **MEDIATION/VENUE** - The parties agree that should any dispute arise between them regarding the terms or performance of this Agreement, both parties will participate in mediation. The parties agree to equally share the cost of the mediator. Should the parties fail to resolve their differences through mediation, then any cause of action filed hereunder shall be filed in the Circuit or County Court for BREVARD County, Florida. The Contractor's surety is bound by this provision.
27. **GOVERNING LAW & VENUE** - This Agreement is made and shall be interpreted, construed, governed, and enforced in accordance with the laws of the State of Florida. Venue for any state action or litigation shall be BREVARD County, Florida. Venue for any federal action or litigation shall be Orlando, Florida. The Contractor's surety is bound by this provision.
28. **ATTORNEY'S FEES** - Should either party bring an action to enforce any of the terms of this Agreement, each party shall bear its own costs and expenses of such action including, but not

limited to, reasonable attorney's fees, whether at settlement, trial or on appeal. This provision does not apply to Contractor's surety.

29. **NOTICES** - Any notice or approval under this Contract shall be sent, postage prepaid, to the applicable party at the address shown on the first page of this Contract.
30. **WORK IS A PRIVATE UNDERTAKING** - With regard to any and all Work performed hereunder, it is specifically understood and agreed to by and between the parties hereto that the contractual relationship between the OWNER and CONTRACTOR is such that the CONTRACTOR is an independent contractor and not an agent of the OWNER. The CONTRACTOR, its contractors, partners, agents, and their employees are independent contractors and not employees of the OWNER. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor, between the OWNER, on one hand, and the CONTRACTOR, its contractors, partners, employees, or agents, during or after the performance of the Work under this Agreement.
31. **DOCUMENTS - Public Records**: It is hereby specifically agreed that any record, document, computerized information and program, audio or video tape, photograph, or other writing of the CONTRACTOR and its independent contractors and associates related, directly or indirectly, to this Agreement, may be deemed to be a Public Record whether in the possession or control of the OWNER or the CONTRACTOR. Said record, document, computerized information and program, audio or video tape, photograph, or other writing of the CONTRACTOR is subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the OWNER's City Manager. Upon request by the OWNER, the CONTRACTOR shall promptly supply copies of said public records to the OWNER. All books, cards, registers, receipts, documents, and other papers in connection with this Agreement shall at any and all reasonable times during the normal working hours of the CONTRACTOR be open and freely exhibited to the OWNER for the purpose of examination and/or audit. Failure by CONTRACTOR to grant such access and comply with public records laws and/or requests shall be grounds for immediate unilateral cancellation of this Agreement by the OWNER upon delivery of a written notice of cancellation. If CONTRACTOR fails to comply with this Section, and the OWNER must enforce this Section, or the OWNER suffers a third party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to CONTRACTOR's failure to comply with this Section, the OWNER shall collect from CONTRACTOR prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against CONTRACTOR. And, if applicable, the OWNER shall also be entitled to reimbursement of all attorneys' fees and damages which the OWNER had to pay a third party because of the CONTRACTOR's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT

32. **SOVEREIGN IMMUNITY** - The OWNER intends to avail itself of the benefits of Section 768.28, Florida Statutes and any other statutes and common law governing sovereign immunity to the fullest extent possible. Neither this provision nor any other provision of this Agreement shall be construed as a waiver of the OWNER's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the OWNER's potential liability under state or federal law. CONTRACTOR agrees that OWNER shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, OWNER shall not be liable for any claim or judgment, or portion thereof, to any one person for over two hundred thousand dollars (\$200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds three hundred thousand dollars (\$300,000.00). Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. This paragraph shall survive termination of this Agreement.
33. **HEADINGS** - Paragraph headings are for the convenience of the parties only and are not to be construed as part of this Agreement.
34. **INTEGRATION; MODIFICATION** - The drafting, execution, and delivery of this Agreement by the Parties has been induced by no representations, statements, warranties, or agreements other than those expressed herein. This Agreement embodies the entire understanding of the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof unless expressly referred to herein. Modifications of this Agreement shall only be made in writing signed by both parties.
35. **WAIVER AND ELECTION OF REMEDIES** - Waiver by either party of any terms, or provision of this Agreement shall not be considered a waiver of that term, condition, or provision in the future. No waiver, consent, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party hereto. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be considered an original agreement; but such counterparts shall together constitute but one and the same instrument.
36. **DRAFTING** - OWNER and CONTRACTOR each represent that they have both shared equally in drafting this Agreement and no party shall be favored or disfavored regarding the interpretation of this Agreement in the event of a dispute between the parties.
37. **NOTICE** - Any notices required to be given by the terms of this Agreement shall be delivered by hand or mailed, certified mail, return receipt requested, postage prepaid to:

For CONTRACTOR:

Company Name: Cathcart Construction Company - Florida LLC
Attn: Matt T. Blanton, President
Address: 1056 Willa Springs Drive
Winter Springs, Florida 32708
Phone: (407) 629-2900
Email: mblanton@cathcartconstructioncompany.com

For OWNER:

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

Either party may change the notice address by providing the other party written notice of the change. Any Notice given as provided herein shall be deemed received as follows: if delivered by personal service, on the date so delivered; if delivered to an overnight courier service, on the business day immediately following delivery to such service; and if mailed, on the third business day after mailing.

38. **CONFLICT OF INTEREST.**

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

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

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

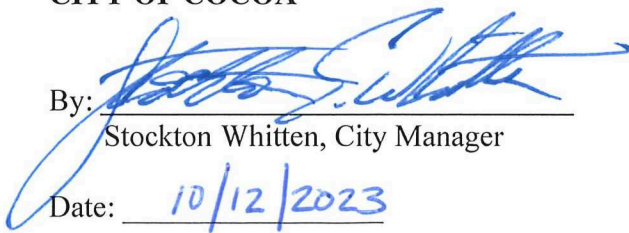
39. **ADDITIONAL ASSURANCES.**

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

- b. No principal (which includes officers, directors, or executive), individual holding a professional license and performing Work under this Agreement, employee, or agent has employed or otherwise provided compensation to, any employee or officer of the OWNER; and
- c. No principal (which includes officers, directors, or executive), individual holding a professional license and performing Work under this Agreement, employee or agent has willfully offered an employee or officer of the OWNER any pecuniary or other benefit with the intent to influence the employee or officer's official action or judgment.
40. **E-VERIFY** - Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, any City contractors shall register with and use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all employees hired on and after January 1, 2021. City Contractors must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Contractor stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system. Failure to comply with this provision will be a material breach of the contract, and shall result in the immediate termination of the contract without penalty to the City. The City Contractor shall be liable for all costs incurred by the City securing a replacement contract, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable. If the City Contractor utilizes Subcontractors the following shall apply:
- a. Contractor shall also require all subcontractors performing work under the Agreement to use the E-Verify system for any employees they may hire during the term of the Agreement.
- b. Contractor shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes.
- c. Contractor shall provide a copy of all subcontractor affidavits to the City upon receipt and shall maintain a copy for the duration of the Agreement.

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

CITY OF COCOA

By: 

Stockton Whitten, City Manager

Date: 10/12/2023

ATTEST:



Carrie Shealy, City Clerk

CATHCART CONSTRUCTION COMPANY –
FLORIDA LLC

By:

Matt T. Blanton, President

Date: 10/12/23

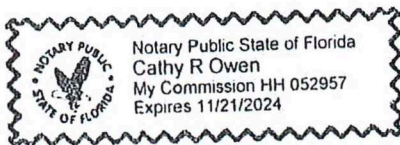
STATE OF FLORIDA

COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me by means of (☒) physical presence or
() online notarization, this 12th day of OCTOBER, 2023.

by Matt T. Blanton, President of

Cathcart Construction Company-Florida LLC, who is personally known to me or who produced
as identification and who did take an oath.



Cathy R. Owen
(Notary Public Signature)

CATHY R. OWEN
(Print Name)

Notary Public, State of FLORIDA

Commission No.: HH 052957

My Commission Expires: 11/21/2024

EXHIBIT A

Performance and Payment Bond

In compliance with the Florida Statutes Chapter 255.05 (1) (a)

BOND NO.:	
Contractor Name:	
Contractor Address:	
Contractor Phone No.:	
Surety Company:	
Surety Agent:	
Owner Name:	City of Cocoa
Owner Address:	65 Stone St.
	Cocoa, Florida 32922
Owner Phone No.	(321) 433-8833
Owner Fax No.	(321) 433-8860
Owner Email:	Purchasing@cocoafl.org
Contract Date:	
Contract Amount:	\$
Bond Amount:	\$
Contract No. (if applicable):	
Description of Work:	
Project Address:	
Legal Description:	
Bid Number:	

BY THIS BOND, we _____ as Principal
and _____ a Corporation as Surety,
are bound to City of Cocoa, herein called Owner, in the sum
of \$ _____, for payment of which we bind
ourselves, our heirs, Personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

- a. Performs the contract dated _____, 20_____, between Principal and Owner for construction of _____ as specified for the _____ location, the contract being made a part of this bond by reference, at the times and in the manner prescribed in this contract; and
- b. Promptly makes payments 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 the contract; and
- c. Pays Owner all losses, damages, including delay damages, expenses, and costs that Owner sustains because of a default by Principal under the contract; and
- d. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract and by law, then this bond is to be void; otherwise it remains in full force and effect.
- e. In any action against this performance bond, the Owner is entitled to attorney's fees under section 627.756, Florida Statutes, and Danis Industries Corp. v. Ground Improvement Techniques, 645 So.2d 420 (Fla. 1994) and McCarthy Bros. Co. v. Tilbury Construction, Inc., 849 So.2d 7 (Fla. 1st DCA 2003), including appellate attorney's fees.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

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.

IN WITNESS WHEREOF, the said Principal and Surety have assigned and sealed this instrument this _____ day of _____ 20_____.

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

Signature _____

Title _____

SURETY

Company:

(Corporate Seal)

Signature _____

Title _____

CITY COUNCIL AGENDA ITEM

Memo Date: June 24, 2025
Agenda Date: July 8, 2025
File ID: 2025-585
Prepared By: Lorne Stinnett, HR Manager
Through: Stockton Whitten, City Manager
Requested Action: Approve, as recommended, the proposed Fiscal Year 2026 benefit renewal medical, dental, life, and disability insurance; and to authorize the City Manager to sign related agreements.

BACKGROUND:

The City of Cocoa offers group medical, dental, vision, and life insurance to its employees and retirees and their dependents (subject to eligibility guidelines). For the Fiscal Year 2026 benefit renewal, the City's benefit broker, Gehring Group, released a Request for Proposal (RFP) for medical, dental, pharmacy, and Employee Assistance Program (EAP) benefit plans. In May, the Executive Management Team thoroughly reviewed and evaluated proposals from Cigna, Florida Municipal Insurance Trust (FMIT), and UnitedHealthcare. After careful consideration, the City of Cocoa decided to accept the proposal to renew coverage with Cigna, as it provides the optimal combination of cost-effectiveness and continuity of care for our employees.

Medical Plan - For the Fiscal Year 2026 renewal, the initial projections based on the City's claims experience was anticipated to be a 10% increase due to the recent large claims experience. The Gehring Group worked directly with Cigna to negotiate the renewal down to a 5% increase. The total employer increase will be 5.5% due to the City absorbing the cost of the increase for employees.

With this renewal, the City will continue its practice of paying 100% of employee contributions and the current funding ratio of dependent contributions (Employee +1: 80%; Family: 74%). Here is a summary of the employee and city's impact (based on current enrollment):

Fiscal Year	Total	City	Employee	Retiree
FY25	\$6,738,080	\$5,955,662	\$629,198	\$153,220
FY26	\$7,075,962	\$6,285,861	\$629,198	\$160,902
Annual Total Increase:	\$337,882	\$330,199	\$0.00	\$7,683
Per Pay Change:			EE+1: \$0.00 Family: \$0.00 (Bi-weekly)	RE+1: \$43.92 Family: \$90.30 (Monthly)

The data above includes retiree enrollment and/or budgetary impact. The City has a Medicare Advantage Plan for retirees over 65 which will be brought to the City Council separately for renewal.

Depending on retiree status eligibility, the City either pays 100%, 50%, or 0% of medical, dental, and vision contributions for eligible retirees under age 65.

Dental Plan - Effective October 1, 2025, the City accepted the proposal to renew with Cigna through September 30, 2028, at a 4.6% rate increase. With this renewal, the City will continue its practice of paying 100% of employee contributions and the current funding ratio of dependent contributions (Employee +1: 70%; Family: 64%). Here is a summary of the employee and city's impact (based on current enrollment):

Fiscal Year	Total	City	Employee	Retiree
FY25	\$337,558	\$254,681	\$60,074	\$22,803
FY26	\$353,008	\$266,252	\$62,910	\$23,846
Annual Total Increase:	\$15,450	\$11,571	\$2,836	\$1,043
Per Pay Change:			EE+1: \$0.55 Family: \$0.83 (Bi-weekly)	RE+1: \$2.06 Family: \$3.32 (Monthly)

Vision Plan – No Changes. The current plan has been effective since October 1, 2022. The City secured a rate guarantee with EyeMed through September 30, 2026. The estimated annual premium based on current enrollment is \$59,849, of which \$46,202 is the estimated City's contributions for active and retirees.

Life and Disability Coverage – No changes. The current plan has been effective since October 1, 2024. The City secured a rate guarantee with New York Life (NYL) on all coverage through September 30, 2027. NYL will also allow our employees to purchase new coverage during Open Enrollment up to the Guarantee Issue coverage limits.

In summary, City Staff is requesting approval as recommended the proposed Fiscal Year 2026 benefit renewal for medical, with an increase of 5% and renewal for the dental at 4.6%. The vision, life insurance, and disability plans will remain at their current cost. Also, request authorization from City Council for the City Manager to sign related agreements, if necessary.

PRIORITY AREA CONNECTION:

Organizational Effectiveness

BUDGETARY IMPACT:

Budgeted? Yes

Included in Proposed FY26 Budget in related department budgets.

Provider	Plan (# Members)	FY2025 Annual City Cost	FY2026 Annual City Cost	Difference

Cigna	Medical (439)	\$5,955,662	\$6,285,861	\$330,199
Cigna	Dental (590)	\$254,681	\$266,252	\$11,571
EyeMed	Vision (587)	\$46,202	\$46,202	\$0
Cigna	Basic Life/AD&D	\$68,435	\$68,435	\$0
Cigna	Long Term Disability	\$75,049	\$75,049	\$0
Total City Plan Cost:		\$6,400,029	\$6,741,799	\$341,770

The amounts above are estimates based on current enrollment of current employees and retirees. Benefits for vacant positions are also budgeted. This medical plan renewal includes current employees and retirees under age 65 and the Budget includes unfilled positions at the same rate. Also, the numbers above do not include the amount paid directly by employees and retirees.

The City's Medicare Advantage Plan (retirees over 65) with United Healthcare and the budget approval for the Medicare Part B reimbursements which is on a calendar year renewal, which will be presented on a separate City Council agenda item.

PREVIOUS ACTION:

At a regular Council meeting on June 4, 2024, Council approved the proposed Fiscal Year 2025 benefit renewal for medical, dental, vision, life, and disability insurance.

RECOMMENDED MOTION:

Approve, as recommended, the proposed Fiscal Year 2026 benefit renewal medical, dental, life, and disability insurance; and to authorize the City Manager to sign related agreements.

City of Cocoa
Employee Benefits Executive Summary
Effective Date: October 1, 2025

Enrollment as of May 1, 2025

Enrollment as of May 1, 2025					Absorb Medical Increase													
Current					Renewal													
2024-2025					2025-2026					2025-2026								
Cigna					Cigna - Absorb Increase					Per Pay (24)								
MEDICAL																		
Core Plan					Total	Employer	ER %	Employee	Total	Employer	ER %	Employee	Employer	Employee	EE Chg Amt			
Employee Only					316	\$975.08	\$975.08	100%	\$0.00	\$1,023.98	\$1,023.98	100%	\$0.00	\$511.99	\$0.00	\$0.00		
Employee + One					51	\$1,851.34	\$1,464.04	79%	\$387.30	\$1,944.16	\$1,556.86	80%	\$387.30	\$778.43	\$193.65	\$0.00		
Employee + Family					43	\$2,776.28	\$2,016.26	73%	\$760.02	\$2,915.48	\$2,155.46	74%	\$760.02	\$1,077.73	\$380.01	\$0.00		
Annual Premium					410	\$6,263,084	\$5,633,886		\$629,198	\$6,577,146	\$5,947,948		\$629,198					
\$ Increase / Decrease						-	-		-	\$314,062	\$314,062		\$0					
% Increase / Decrease						-	-		-	5.0%	5.6%		0.0%					
Core Plan - Retiree ¹					0%	50%	100%	Total	Employer	ER %	Retiree	Total	Employer	ER %	Retiree	Employer	Retiree ¹	EE Chg Amt
Employee Only					3	10	20	\$975.08	\$975.08	100%	\$0.00	\$1,023.98	\$1,023.98	100%	\$0.00	\$1,023.98	\$0.00	\$0.00
Employee + One					0	3	1	\$1,851.34	\$975.08	53%	\$876.26	\$1,944.16	\$1,023.98	53%	\$920.18	\$1,023.98	\$920.18	\$43.92
Employee + Family					0	0	0	\$2,776.28	\$975.08	35%	\$1,801.20	\$2,915.48	\$1,023.98	35%	\$1,891.50	\$1,023.98	\$1,891.50	\$90.30
Annual Premium					3	13	21	\$474,996	\$321,776		\$153,220	\$498,816	\$337,913		\$160,902			
\$ Increase / Decrease						-	-		-	\$23,820	\$16,137		\$7,683					
% Increase / Decrease						-	-		-	5.0%	5.0%		5.0%					
Annual Premium					447	\$6,738,080	\$5,955,662		\$782,418	\$7,075,962	\$6,285,861		\$790,100					
\$ Increase / Decrease						-	-		-	\$337,882	\$330,199		\$7,683					
% Increase / Decrease						-	-		-	5.0%	5.5%		1.0%					
DENTAL					Cigna					Cigna					Per Pay (24)			
DPPO - Active					Total	Employer	ER %	Employee	Total	Employer	ER %	Employee	Employer	Employee	EE Chg Amt			
Employee Only					270	\$29.42	\$29.42	100%	\$0.00	\$30.76	\$30.76	100%	\$0.00	\$15.38	\$0.00	\$0.00		
Employee + One					79	\$73.92	\$51.70	70%	\$22.22	\$77.32	\$54.00	70%	\$23.32	\$27.00	\$11.66	\$0.55		
Employee + Family					90	\$101.52	\$65.40	64%	\$36.12	\$106.18	\$68.40	64%	\$37.78	\$34.20	\$18.89	\$0.83		
Annual Premium					439	\$275,039	\$214,964		\$60,074	\$287,636	\$224,726		\$62,910					
\$ Increase / Decrease						-	-		-	\$12,598	\$9,762		\$2,836					
% Increase / Decrease						-	-		-	4.6%	4.5%		4.7%					
DPPO - Retiree ¹					0%	50%	100%	Total	Employer	ER %	Retiree	Total	Employer	ER %	Retiree	Employer	Retiree ¹	EE Chg Amt
Employee Only					36	10	100	\$29.42	\$29.42	100%	\$0.00	\$30.76	\$30.76	100%	\$0.00	\$30.76	\$0.00	\$0.00
Employee + One					3	3	5	\$73.92	\$29.42	40%	\$44.50	\$77.32	\$30.76	40%	\$46.56	\$30.76	\$46.56	\$2.06
Employee + Family					0	0	1	\$101.52	\$29.42	29%	\$72.10	\$106.18	\$30.76	29%	\$75.42	\$30.76	\$75.42	\$3.32
Annual Premium					39	13	106	\$62,520	\$39,717		\$22,803	\$65,372	\$41,526		\$23,846			
\$ Increase / Decrease						-	-		-	\$2,852	\$1,809		\$1,043					
% Increase / Decrease						-	-		-	4.6%	4.6%		4.6%					
Annual Premium					597	\$337,558	\$254,681		\$82,877	\$353,008	\$266,252		\$86,756					
\$ Increase / Decrease						-	-		-	\$15,450	\$11,571		\$3,879					
% Increase / Decrease						-	-		-	4.6%	4.5%		4.7%					
Rate Guarantee						Expires 09/30/2025					Expires 9/30/2028							

¹ Retiree Employer / Retiree Contributions are shown as 100% contribution for display purposes. The calculated totals are based on the retiree enrollment at the 0%, 50% or 100% of the single rate. Per pay amounts are monthly.

City of Cocoa
Employee Benefits Executive Summary
Effective Date: October 1, 2025

Enrollment as of May 1, 2025

Current					Renewal					2025-2026						
2024-2025					2025-2026					Per Pay (24)						
VISION					EyeMed					EyeMed						
Vision - Active					Total	Employer	ER %	Employee	Total	Employer	ER %	Employee	Employer	Employee	EE Chg Amt	
Employee Only		287			\$5.68	\$5.68	100%	\$0.00	\$5.68	\$5.68	100%	\$0.00	\$2.84	\$0.00	\$0.00	
Employee + Family		152			\$15.16	\$10.42	69%	\$4.74	\$15.16	\$10.42	69%	\$4.74	\$5.21	\$2.37	\$0.00	
Annual Premium		439			\$47,214	\$38,568		\$8,646	\$47,214	\$38,568		\$8,646				
\$ Increase / Decrease					-	-		-	\$0	\$0		\$0				
% Increase / Decrease					-	-		-	0.0%	0.0%		0.0%				
Vision - Retiree ¹		0%	50%	100%	Total	Employer	ER %	Retiree	Total	Employer	ER %	Retiree	Employer	Retiree ¹	EE Chg Amt	
Employee Only		36	8	96	\$5.68	\$5.68	100%	\$0.00	\$5.68	\$5.68	100%	\$0.00	\$5.68	\$0.00	\$0.00	
Employee + Family		3	4	10	\$15.16	\$5.68	37%	\$9.48	\$15.16	\$5.68	37%	\$9.48	\$5.68	\$9.48	\$0.00	
Annual Premium		39	12	106	\$12,635	\$7,634		\$5,001	\$12,635	\$7,634		\$5,001				
\$ Increase / Decrease					-	-		-	\$0	\$0		\$0				
% Increase / Decrease					-	-		-	0.0%	0.0%		0.0%				
Annual Premium		596			\$59,849	\$46,202		\$13,647	\$59,849	\$46,202		\$13,647				
\$ Increase / Decrease					-	-		-	\$0	\$0		\$0				
% Increase / Decrease					-	-		-	0.0%	0.0%		0.0%				
Rate Guarantee					Expires 9/30/2026				Expires 9/30/2026							
¹ Retiree Employer / Retiree Contributions are shown as 100% contribution for display purposes. The calculated totals are based on the retiree enrollment at the 0%, 50% or 100% of the single rate. Per pay amounts are monthly.																
LIFE/AD&D					New York Life				New York Life							
					Total	Employer	ER %	Employee	Total	Employer	ER %	Employee				
Benefits Volume					\$48,158,750	\$26,525,200		\$21,633,550	\$48,158,750	\$26,525,200		\$21,633,550				
Life Rate / \$1,000					\$0.444	\$0.190	100%/0%	\$0.254	\$0.444	\$0.190	100%/0%	\$0.254				
AD&D Rate / \$1,000					\$0.065	\$0.025	100%/0%	\$0.040	\$0.065	\$0.025	100%/0%	\$0.040				
Retiree Life					37	\$0.240	\$0.000	0%	\$0.240	\$0.240	\$0.000	0%	\$0.240			
Dependent Life Per Unit					23	\$1.380	\$0.000	0%	\$1.380	\$1.380	\$0.000	0%	\$1.380			
Spouse Life Rate / \$1,000						\$0.294	\$0.000	0%	\$0.294	\$0.294	\$0.000	0%	\$0.294			
Spouse AD&D Rate / \$1,000						\$0.040	\$0.000	0%	\$0.040	\$0.040	\$0.000	0%	\$0.040			
Child Life Rate					38	\$0.184	\$0.000	0%	\$0.184	\$0.184	\$0.000	0%	\$0.184			
Annual Premium					\$152,014	\$68,435		\$83,579	\$152,014	\$68,435		\$83,579				
\$ Increase / Decrease					-	-		-	\$0	\$0		\$0				
% Increase / Decrease					-	-		-	0.0%	0.0%		0.0%				
Rate Guarantee					Expires 9/30/2027				Expires 9/30/2027							
SHORT TERM DISABILITY					New York Life				New York Life							
					Total	Employer	ER %	Employee	Total	Employer	ER %	Employee				
STD Benefits Volume					\$117,665	\$0	0%	\$117,665	\$117,665	\$0	0%	\$117,665				
STD Rate / \$10						Age Banded Rates				Age Banded Rates						
Annual Premium					\$53,817	\$0		\$53,817	\$53,817	\$0		\$53,817				
\$ Increase / Decrease					-	-		-	\$0	\$0		\$0				
% Increase / Decrease					-	-		-	0.0%	0.0%		0.0%				
Rate Guarantee					Expires 9/30/2027				Expires 9/30/2027							

City of Cocoa
Employee Benefits Executive Summary
Effective Date: October 1, 2025

Enrollment as of May 1, 2025

Current					Renewal						
	2024-2025				2025-2026				2025-2026		
LONG TERM DISABILITY	New York Life				New York Life						
	Total	Employer	ER %	Employee	Total	Employer	ER %	Employee			
LTD Benefits Volume	\$2,120,021	\$2,120,021		\$0	\$2,120,021	\$2,120,021		\$0			
LTD Rate / \$100	\$0.295	\$0.295	100%	\$0.000	\$0.295	\$0.295	100%	\$0.000			
Annual Premium	\$75,049	\$75,049		\$0	\$75,049	\$75,049		\$0			
\$ Increase / Decrease	-	-		-	\$0	\$0		\$0			
% Increase / Decrease	-	-		-	0.0%	0.0%		0.0%			
Rate Guarantee	Expires 9/30/2027				Expires 9/30/2027						
ADMIN FEES	P&A Group				P&A Group				Monthly		
	Total	Employer	ER %	Employee	Total	Employer	ER %	Employee	Employer	Employee	EE Chg Amt
Retiree Billing Fee 58	\$3.50	\$3.50	100%	\$0.00	\$3.50	\$3.50	100%	\$0.00	\$3.50	\$0.00	\$0.00
FSA Admin Fee 101	\$3.65	\$3.65	100%	\$0.00	\$3.65	\$3.65	100%	\$0.00	\$3.65	\$0.00	\$0.00
Annual Premium	\$6,860	\$6,860		\$0	\$6,860	\$6,860		\$0			
\$ Increase / Decrease	-	-		-	\$0	\$0		\$0			
% Increase / Decrease	-	-		-	0.0%	0.0%		0.0%			
Rate Guarantee	Expires 9/30/2025				Expires 9/30/2026						
Total Benefits Premium	Total	Employer		Employee	Total	Employer		Employee			
Annual Premium	\$7,423,226	\$6,406,889		\$1,016,336	\$7,776,557	\$6,748,659		\$1,027,898			
\$ Increase / Decrease	-	-		-	\$353,332	\$341,770		\$11,562			
% Increase / Decrease	-	-		-	4.8%	5.3%		1.1%			

City of Cocoa
Medical Evaluation - Fully Insured
Effective Date: October 1, 2025

Added Limited Rx Utilization Management

2024-2025

2025-2026

Schedule of Benefits		Cigna Open Access Plus	Cigna Open Access Plus
Calendar Year Deductible (CYD)		In Network Only	In Network Only
Single		\$2,000	\$2,000
Family		\$6,000	\$6,000
Out of Pocket Max		Deductible, Coinsurance, Copays, and Rx	Deductible, Coinsurance, Copays, and Rx
Single		\$6,000	\$6,000
Family		\$12,000	\$12,000
Coinsurance		20%	20%
Office Visits			
Primary Care Physician		\$25	\$25
Specialist		\$50	\$50
Preventive Services		\$0	\$0
Virtual Visits		\$25/\$50	\$25/\$50
Non Hospital Services			
Clinical Lab		\$0	\$0
X-rays		\$0	\$0
Advanced Imaging - CT, PET, MRI		\$100	\$100
Urgent Care Center		\$50	\$50
Outpatient Surgery in Surgical Center		20% after CYD	20% after CYD
Physician Services in Surgical Center		20% after CYD	20% after CYD
Hospital Services			
Inpatient Hospital (Per Admission)		20% after CYD	20% after CYD
Outpatient Hospital (Per Visit)		20% after CYD	20% after CYD
Physician Services at Hospital		20% after CYD	20% after CYD
Emergency Room (Per Visit)		\$250	\$250
Mental Health/Substance Abuse			
Inpatient Hospital		20% after CYD	20% after CYD
Outpatient Services		\$0	\$0
Outpatient Office Visit		\$50	\$50
Retail Pharmacy Plan			
Tier 1 Drugs - Generic		\$20	\$20
Tier 2 Drugs - Preferred		\$40	\$40
Tier 3 Drugs - Non-Preferred		\$70	\$70
Tier 4 Drugs - Specialty		\$20 / \$40 / \$70	\$20 / \$40 / \$70
90-Day Supply - Mail Order/Retail		\$40 / \$80 / \$140	\$40 / \$80 / \$140
Monthly Rates			
Employee Only	349	\$975.08	\$1,023.98
Employee + One	55	\$1,851.34	\$1,944.16
Employee + Family	43	\$2,776.28	\$2,915.48
Monthly Premium	447	\$561,507	\$589,663
Annual Premium		\$6,738,080	\$7,075,962
\$ Increase / Decrease		-	\$337,882
% Increase / Decrease		-	5.0%

Enrollment as of May 1, 2025

City of Cocoa
Dental Evaluation
Effective Date: October 1, 2025

		2024-2025		2025-2026	
Schedule of Benefits		Cigna Total DPPO		Cigna Total DPPO	
Plan Basics		In Network	Out of Network	In Network	Out of Network
Deductible Type		Calendar Year		Calendar Year	
Benefit Maximum		\$1,500		\$1,500	
Expenses Apply to Benefit Maximum		Class I, II, III		Class I, II, III	
Orthodontic Lifetime Maximum		\$2,000		\$2,000	
Deductible					
Individual		\$25	\$25	\$25	\$25
Family		\$50	\$50	\$50	\$50
Expenses Apply to Deductible		Class II, Class III		Class II, Class III	
Plan Benefits					
Class I – Diagnostic & Preventive		100%	100%	100%	100%
Class II – Basic Restorative		80%	80%	80%	80%
Class III – Major Restorative		50%	50%	50%	50%
Class IV – Orthodontia		50%	50%	50%	50%
Coverage Clarification					
Frequency of Exam		2 Per Year		2 Per Year	
Frequency of Routine Cleanings		2 Per Year		2 Per Year	
Frequency of Bitewing X-Rays		2 Per Year		2 Per Year	
Frequency of Complete X-Rays		1 Set Every 3 Years		1 Set Every 3 Years	
Frequency of Crowns and Bridges		1 in 5 Years		1 in 5 Years	
Filings - Composite		Posterior		Anterior, Posterior, Molars	
Endodontics Covered Class		Basic		Basic	
Periodontics Covered Class		Basic		Basic	
Oral Surgery (Major) Covered Class		Basic		Basic	
Orthodontia Eligibility		Adult/Children		Adult/Children	
Missing Tooth Clause		Reduced by 50% for 12 mths, then Class III		Reduced by 50% for 12 mths, then Class III	
Out of Network Payable Level		80th Percentile		80th Percentile	
Waiting Period		None		None	
Rate Guarantee		9/30/2025		9/30/2028	
Monthly Rates					
Employee Only	416	\$29.42		\$30.76	
Employee + One	90	\$73.92		\$77.32	
Employee + Family	91	\$101.52		\$106.18	
Monthly Premium	597	\$28,130		\$29,417	
Annual Premium		\$337,558		\$353,008	
\$ Increase / Decrease		-		\$15,450	
% Increase / Decrease		-		4.6%	

Enrollment as of May 1, 2025

City of Cocoa
Employee Assistance Program Evaluation
Effective Date: October 1, 2025

	2024-2025	2025-2026
EAP	Cigna	Cigna
Eligibility	Employees and their dependents and household members	Employees and their dependents and household members
Number of Sessions per Employee or Dependent	8 Face-to-Face Visits per Member, per Issue, per Year	8 Face-to-Face Visits per Member, per Issue, per Year
Frequency of Comprehensive Reporting	Quarterly	Quarterly
Manager / Supv Training or Employee Seminars	5 hours of Training (combined with CIS)	5 hours of Training (combined with CIS)
Critical Incident Debriefing	5 hours (combined with Training)	5 hours (combined with Training)
First Responders Services	Included	Included
Management Referrals	Included	Included
Counselors Available 24/7	Included	Included
Telephonic Management / Supervisor Consultation & Support	Included	Included
Work/Life Support	Telephone Referrals	Telephone Referrals
Legal/Financial Services	30-minute Consult for each Legal / Financial Topic, then discounted fees	30-minute Consult for each Legal / Financial Topic, then discounted fees
ID Theft Services	60-minute Consult with Fraud Resolution Specialist	60-minute Consult with Fraud Resolution Specialist
Child/Elder Care Referrals	Included (Up to 3)	Included (Up to 3)
Monthly Rates	Included in Medical Premium	Included in Medical Premium
Rate Guarantee	Expires 9/30/2025	Expires 9/30/2028
Per Employee Per Month 447	\$0.00	\$0.00
Monthly Premium	\$0	\$0
Annual Premium	\$0	\$0
\$ Increase / Decrease	-	\$0
% Increase / Decrease	-	0.0%

No cost to the City - Cigna Provided Service

City of Cocoa
Vision Evaluation
Effective Date: October 1, 2025

		2023-2024		2024-2025	
Schedule of Benefits		EyeMed Insight Network		EyeMed Insight Network	
Exams		In Network	Out of Network	In Network	Out of Network
Eye Exam		\$0	Up to \$40	\$0	Up to \$40
Retinal Imaging		Up to \$39	Not covered	Up to \$39	Not covered
Contact Lens Exam (Standard Fit/Follow-up)		Up to \$40	Not Covered	Up to \$40	Not Covered
Frequency					
Exam		12 Months		12 Months	
Lenses		12 Months		12 Months	
Frames		24 Months		24 Months	
Contracts		12 Months		12 Months	
Lenses					
Single		\$0	Up to \$30	\$0	Up to \$30
Bifocal		\$0	Up to \$50	\$0	Up to \$50
Trifocal		\$0	Up to \$70	\$0	Up to \$70
Lenticular		\$0	Up to \$70	\$0	Up to \$70
Progressive - Standard		\$55	Up to \$52	\$55	Up to \$52
Polycarbonate - Up to Age 19		\$0	Up to \$32	\$0	Up to \$32
Frames					
Retail		Up to \$150, then 20% discount	Up to \$105	Up to \$150, then 20% discount	Up to \$105
Contact Lenses		In lieu of eyeglass lenses and frames		In lieu of eyeglass lenses and frames	
Contact Lenses (Conventional)		Up to \$150, then 15% discount	Up to \$150	Up to \$150, then 15% discount	Up to \$150
Contact Lenses (Disposable)		Up to \$150	Up to \$150	Up to \$150	Up to \$150
Contact Lenses (Medically Necessary)		\$0	Up to \$300	\$0	Up to \$300
Rate Guarantee		Expires 9/30/2026		Expires 9/30/2026	
Monthly Rates		Current		Renewal	
Employee Only	427	\$5.68		\$5.68	
Employee + Family	169	\$15.16		\$15.16	
Monthly Premium	596	\$4,987		\$4,987	
Annual Premium		\$59,849		\$59,849	
\$ Increase / Decrease		-		\$0	
% Increase / Decrease		-		0.0%	

Enrollment as of May 1, 2024

City of Cocoa
Flexible Spending Account Evaluation
Effective Date: October 1, 2025

		2024-2025	2025-2026
FSA Administration		P&A Group	P&A Group
Plan Basics			
One Time Setup Fee		\$0	\$0
Annual Renewal Fee		\$0	\$0
Debit Card Fee		Included	Included
Debit Card Setup Fee		Included	Included
Reimbursements Frequency		Daily Processing	Daily Processing
Paper Confirmation Statements		Electronic Only	Electronic Only
Direct Deposit Setup		Included	Included
Enrollment Meetings		Online	Online
Web Administration		Included	Included
Enrollment Kits		Electronic/Paper	Electronic/Paper
Custom Reporting		Included	Included
Monthly Rates			
Health Care PEPM	95	\$3.65	\$3.65
Dependent Care PEPM	6	\$3.65	\$3.65
Rate Guarantee		9/30/2025	9/30/2026
Monthly Premium	101	\$369	\$369
Annual Premium		\$4,424	\$4,424
\$ Increase / \$ Decrease		-	\$0
% Increase / % Decrease		-	0.0%

City of Cocoa
COBRA & Retiree Billing Evaluation
Effective Date: October 1, 2025

	2024-2025	2025-2026
COBRA/Retiree Billing Administration	P&A Group	P&A Group
Plan Basics		
Dedicated Account Manager	Yes	Yes
Electronic Eligibility File Fees	Included	Included
Web Administration	Included	Included
Liability - Indemnify/Hold Client Harmless	Included	Included
Notice Fees¹	Per Notice Billing	Per Notice Billing
Initial Notice to New Hires Fee 89	\$10.00	\$10.00
Initial Notice to ALL Employees Fee	\$3.25	\$3.25
Qualifying Event Per Notice Fee 29	\$20.00	\$20.00
Monthly Invoice - Retirees PRPM	\$0.00	\$0.00
Implementation/Renewal Fees		
Cost per Printed OE Kits	\$0.00	\$0.00
Implementation Fee/Set Up Fee	\$0.00	\$0.00
Renewal Fee	\$0.00	\$0.00
Monthly Rates		
COBRA Fee - Per Employee Per Month	Per Event Notice	Per Event Notice
Retiree Fee - Per Retiree Per Month 58	\$3.50	\$3.50
Monthly Premium Minimum (if applies)	\$0	\$0
Rate Guarantee	9/30/2025	9/30/2026
Monthly Premium - COBRA (Estimated)	\$123	\$123
Monthly Premium - Retiree	\$203	\$203
Annual Premium	\$3,906	\$3,906
\$ Increase / \$ Decrease	-	\$0
% Increase / % Decrease	-	0.0%

¹Estimated number of new hires, terminations and other qualifying events; fluctuation in status changes may increase or decrease the annual estimates.

City of Cocoa
Basic Life and AD&D Evaluation
Effective Date: October 1, 2025

	2024-2025	2024-2025
Basic Life and AD&D	New York Life	New York Life
Class 1 - Mayor & Council		
Eligibility	Active Full-time Employees classified as Mayor or Council Member, working a min of 30 hrs/wk	Active Full-time Employees classified as Mayor or Council Member, working a min of 30 hrs/wk
Basic Life Benefit	\$50,000	\$50,000
Minimum Benefit	None	None
Guaranteed Issue Amount	\$50,000	\$50,000
Class 2 - All Other Active		
Eligibility	Active Full-time Employees, working a min of 30 hrs/wk, excluding Mayor, Council, Executive	Active Full-time Employees, working a min of 30 hrs/wk, excluding Mayor, Council, Executive
Basic Life Benefit	1 times annual compensation or \$100,000	1 times annual compensation or \$100,000
Minimum Benefit	None	None
Guaranteed Issue Amount	1 times annual compensation or \$100,000	1 times annual compensation or \$100,000
Class 4 - Executive		
Eligibility	Active Full-time Employees classified as an Executive, working a min of 30 hrs/wk	Active Full-time Employees classified as an Executive, working a min of 30 hrs/wk
Basic Life Benefit	2 times annual compensation or \$200,000	2 times annual compensation or \$200,000
Minimum Benefit	None	None
Guaranteed Issue Amount	2 times annual compensation or \$200,000	2 times annual compensation or \$200,000
Features		
AD&D Coverage	Equal to Life Coverage Amount	Equal to Life Coverage Amount
Waiver of Premium	Disabled Prior to Age 60, 6 month waiting period, benefit to age 70	Disabled Prior to Age 60, 6 month waiting period, benefit to age 70
Conversion / Portability	Conversion Available	Conversion Available
Accelerated Benefit	75% to Benefit Maximum	75% to Plan Maximum
Age Reduction Schedule (Reduced to) on Policy Anniversary Date	65% at age 65 50% at age 70 35% at age 75	65% at age 65 50% at age 70 35% at age 75
Rate Guarantee	Expires 9/30/2027	Expires 9/30/2027
Monthly Rates		
Estimated Volume	\$26,525,200	\$26,525,200
Employee Life Rate / \$1,000	\$0.190	\$0.190
Employee AD&D Rate / \$1,000	\$0.025	\$0.025
Monthly Premium	\$5,703	\$5,703
Annual Premium	\$68,435	\$68,435
\$ Increase / Decrease	-	\$0
% Increase / Decrease	-	0.0%

City of Cocoa
Supplemental Life and AD&D Evaluation
Effective Date: October 1, 2025

	2024-2025	2025-2026
Supplemental Life/AD&D	New York Life	New York Life
Class 2 & Class 4		
Eligibility	Active Full-time Employees, working a min of 30 hrs/wk, excluding Mayor and Council	Active Full-time Employees, working a min of 30 hrs/wk, excluding Mayor and Council
Maximum Life Benefit	Up to 3 times Annual Compensation or \$300,000	Up to 3 times Annual Compensation or \$300,000
Guaranteed Issue Amount	\$250,000	\$250,000
Class 3 - Retirees		
Eligibility	All Employees who retire from the Employer	All Employees who retire from the Employer
Maximum Life Benefit	\$10,000	\$10,000
Guaranteed Issue Amount	\$10,000	\$10,000
Family Dependent Life Option 1	<i>Class 2 & Class 4 with EE Vol Life Coverage</i>	<i>Class 2 & Class 4 with EE Vol Life Coverage</i>
Eligibility	Spouse up to age 70 and/or Child(ren) to age 19/23	Spouse up to age 70 and/or Child(ren) to age 19/23
Maximum Life Benefit	Spouse/Child(ren): \$5,000	Spouse/Child(ren): \$5,000
Guaranteed Issue Amount	\$5,000	\$5,000
Spouse Life Option 2	<i>Class 2 & Class 4 with EE Vol Life Coverage</i>	<i>Class 2 & Class 4 with EE Vol Life Coverage</i>
Eligibility	Spouse up to age 70	Spouse up to age 70
Maximum Life Benefit	Units of \$10,000 up to \$50,000, not to exceed 50% of Employee Amount	Units of \$10,000 up to \$50,000, not to exceed 50% of Employee Amount
Guaranteed Issue Amount	\$30,000	\$30,000
Child Life Option 2	<i>Class 2 & Class 4 with EE Vol Life Coverage</i>	<i>Class 2 & Class 4 with EE Vol Life Coverage</i>
Eligibility	Children up to age 19 or 23 if FT student	Children up to age 19 or 23 if FT student
Maximum Life Benefit	\$10,000; \$500 (birth to 6 months)	\$10,000; \$500 (birth to 6 months)
Guaranteed Issue Amount	\$10,000	\$10,000
Features		
AD&D Coverage	Equal to Life Coverage Amount	Equal to Life Coverage Amount
Waiver of Premium	Disabled Prior to Age 60, 6 month waiting period, benefit to age 70	Disabled Prior to Age 60, 6 month waiting period, benefit to age 70
Conversion / Portability	Available; Portable up to Age 70	Available up to Age 70
Accelerated Benefit	75% up to \$200,000	75% up to \$200,000
Age Reduction Schedule (Reduced to) on Policy Anniversary Date	65% at age 65 50% at age 70 35% at age 75	65% at age 65 50% at age 70 35% at age 75
Annual Open Enrollment	Full Open Enrollment (No EOI up to GI)	Newly Eligible up to the GI no EOI; If elect auto Increase, no EOI up to \$25,000; all others EOI
Rate Guarantee	Expires 9/30/2027	Expires 9/30/2027
Monthly Rates - Employee/Retiree		
<i>Employee Life Volume</i>	\$21,633,550	\$21,633,550
Employee Life Rate / \$1,000	\$0.254	\$0.254
Employee AD&D Rate / \$1,000	\$0.040	\$0.040
Retiree Life Rate / \$1,000 37	\$0.240	\$0.240
Monthly Premium	\$6,449	\$6,449
Monthly Rates - Dependent Life		
<i>Spouse Life Volume</i>	\$1,240,000	\$1,240,000
Spouse Life Rate / \$1,000	\$0.294	\$0.294
Spouse AD&D Rate / \$1,000	\$0.040	\$0.040
Child(ren) Life Rate 38	\$0.184	\$0.184
Family Dependent Life Per Unit 23	\$1.380	\$1.380
Monthly Premium	\$516	\$516
Monthly Premium	\$6,965	\$6,965
Annual Premium	\$83,579	\$83,579
\$ Increase / Decrease	-	\$0
% Increase / Decrease	-	0.0%

City of Cocoa
Voluntary Short Term Disability Evaluation
Effective Date: October 1, 2025

RISK

strategies

GEHRING

GROUP

A RISK STRATEGIES COMPANY

	2024-2025	2025-2026
Short Term Disability	New York Life	New York Life
Plan Features		
Eligibility	All Active Employees Working 30 + hours Per Week	All Active Employees Working 30 + hours Per Week
Benefit	60%	60%
Maximum Weekly Benefit	\$1,000	\$1,000
Minimum Weekly Benefit	\$50	\$50
Elimination Period for Accident	0 Days	0 Days
Elimination Period for Sickness	7 Days	7 Days
Maximum Benefit Duration	13 Weeks	13 Weeks
Waiver of Premium	Not Included	Not Included
Rate Guarantee	Expires 9/30/2027	Expires 9/30/2027
Monthly Rates	Age BracketRate / \$10 Under 25\$0.276 25-29\$0.276 30-34\$0.276 35-39\$0.276 40-44\$0.276 45-49\$0.322 50-54\$0.368 55-59\$0.488 60-64\$0.598 65-69\$0.681 70-74\$0.745 75+\$0.809	Age BracketRate / \$10 Under 25\$0.276 25-29\$0.276 30-34\$0.276 35-39\$0.276 40-44\$0.276 45-49\$0.322 50-54\$0.368 55-59\$0.488 60-64\$0.598 65-69\$0.681 70-74\$0.745 75+\$0.809
Estimate Volume	\$117,665	\$117,665
Monthly Premium	\$4,485	\$4,485
Annual Premium	\$53,817	\$53,817
\$ Increase / Decrease	-	\$0
% Increase / Decrease	-	0.0%

City of Cocoa
 Long Term Disability Evaluation
 Effective Date: October 1, 2025

	2024-2025	2025-2026
Long Term Disability	New York Life	New York Life
Plan Features		
Eligibility	All Active Employees Working 30 + hours per week	All Active Employees Working 30 + hours per week
Benefit	60%	60%
Maximum Monthly Benefit	\$6,000	\$6,000
Elimination Period	90 Days	90 Days
Own Occupation Period	24 months	24 months
Duration of Benefit	SSNRA	SSNRA
Pre-existing Condition	3 / 12	3 / 12
Mental Illness, Alcoholism & Drug Abuse Limitation	24 months	24 months
Waiver of Premium	Included	Included
Rate Guarantee Period	Expires 9/30/2027	Expires 9/30/2027
Monthly Rates		
<i>Estimated Volume</i>	<i>\$2,120,021</i>	<i>\$2,120,021</i>
LTD Rate / \$100 Covered Payroll	\$0.295	\$0.295
Monthly Premium	\$6,254	\$6,254
Annual Premium	\$75,049	\$75,049
\$ Increase / Decrease	-	\$0
% Increase / Decrease	-	0.0%

City of Cocoa
Life & Disability - Rate Summary
Effective Date: October 1, 2025

RISK

strategies

GEHRING

GROUP

A RISK STRATEGIES COMPANY

	2024-2025		2025-2026	
Life/Disability	New York Life		New York Life	
Basic Life/AD&D	Rate Per \$1,000	Premium	Rate Per \$1,000	Premium
Basic Life	\$0.190	\$5,040	\$0.190	\$5,040
Basic AD&D	\$0.025	\$663	\$0.025	\$663
Monthly Total		\$5,703		\$5,703
Annual Total		\$68,435		\$68,435
\$ Increase / Decrease		-		\$0
% Increase / Decrease		-		0.0%
Supplemental Life	Rate Per \$1,000	Premium	Rate Per \$1,000	Premium
Supplemental Life	\$0.254	\$6,360	\$0.254	\$6,360
Supplemental AD&D	\$0.040		\$0.040	
Dependent Life	Varies by Coverage	\$516	Varies by Coverage	\$516
Retiree Life	\$0.240	\$89	\$0.240	\$89
Monthly Total		\$6,965		\$6,965
Annual Total		\$83,579		\$83,579
\$ Increase / Decrease		-		\$0
% Increase / Decrease		-		0.0%
Disability	Rate Per \$10 / \$100	Premium	Rate Per \$10 / \$100	Premium
Short-Term Per \$10	Age Banded	\$4,485	Age Banded	\$4,485
Long-Term Per \$100	\$0.295	\$6,254	\$0.295	\$6,254
Monthly Total		\$10,739		\$10,739
Annual Total		\$128,865		\$128,865
\$ Increase / Decrease		-		\$0
% Increase / Decrease		-		0.0%
Monthly Total	\$23,407		\$23,407	
Annual Total	\$280,879		\$280,879	
\$ Increase / \$ Decrease	-		\$0	
% Increase / % Decrease	-		0.0%	

CITY COUNCIL AGENDA ITEM

Memo Date: June 25, 2025
Agenda Date: July 8, 2025
File ID: 2025-598
Prepared By: Lorne Stinnett, HR Manager
Through: Stockton Whitten, City Manager
Requested Action: Request approval of the revised 2025 Pay Plan

BACKGROUND:

Per the City of Cocoa's City Charter, Article IV, Section 3, the City Manager has the authority to fix the compensation of City employees within the pay schedules established by the City Council and personnel policies. City Council is also required to approve title changes and position classification changes within the Pay Plan. The City Manager has recommended the following changes to positions in the City's pay plan:

1. Change job title from Conservation & Public Relations Officer (GE9) to Utilities Conservation Coordinator (GE9)

-This title change is being made because the incumbent Conversation & Public Relations Officer (Donald Downs) is retiring effective 7/11/25. The vacancy has been posted on two separate occasions. The Utilities Management team was unable to identify a qualified replacement. The job title and job description are being modified to better align the position to current organizational needs. It is also believed that this change will facilitate a qualified applicant pool.

2. Increase pay grade of Accounting Manager from GE 14 to GE15

- Paygrade increase requested to enhance retention and minimize compression within the current City of Cocoa Pay Plan.

3. Increase pay grade of Accounting Supervisor from GE12 to GE13

- Paygrade increase requested to enhance retention and minimize compression within the current City of Cocoa Pay Plan.

The above changes will not increase the City's headcount that was approved in the annual Fiscal Year 2025 Budget. There is no budget impact caused by these proposed changes. A copy of the revised pay plan document is attached.

PRIORITY AREA CONNECTION:

Organizational Effectiveness

BUDGETARY IMPACT:

Budgeted? No

If not budgeted, is amendment / transfer attached?

Source/Use of Funds

Account Number

Amount

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

Change Order Amount: \$

Original Purchase Order Amount: \$

For this Agenda Item note Prior Change Order Information:

Total Number of change orders to date:

Total amount in change orders to date: \$

PREVIOUS ACTION:

A revised version of the FY 2025 pay plan was approved at the regular City Council meeting on April 22, 2025.

RECOMMENDED MOTION:

Request approval of the revised 2025 Pay Plan



PBA - Open Range Plan

Grade	Hourly		Annually		Positions
	Minimum	Maximum	Minimum	Maximum	
PU6	\$18.95	\$31.18	\$ 39,416.00	\$ 64,854.40	Dispatcher/Communications Officer
PU9	\$24.78	\$38.76	\$ 51,542.40	\$ 80,620.80	Police Officer
PU12	\$33.04	\$51.19	\$ 68,723.20	\$ 106,475.20	Police Sergeant

** Annual rates are divisible by 2080

Police Lieutenant - Open Range Plan

Grade	Hourly		Annually		Positions
	Minimum	Maximum	Minimum	Maximum	
PL1	\$42.40	\$62.46	\$ 88,192.00	\$ 129,916.80	Police Lieutenant

** Annual rates are divisible by 2080



IAFF - Open Range Plan

Grade	Hourly		Annually		Positions
	Minimum	Maximum	Minimum	Maximum	
FU8	\$18.61	\$32.35	\$ 48,386.00	\$ 84,110.00	Firefighter/EMT
FU9	\$22.68	\$33.97	\$ 58,968.00	\$ 88,322.00	Driver/Operators
FU12	\$28.28	\$40.41	\$ 73,528.00	\$ 105,066.00	Fire Lieutenant/EMT

** Annual rates are divisible by 2600

Fire District Chief "TU" - Open Range Plan

Grade	Hourly		Annually		Positions
	Minimum	Maximum	Minimum	Maximum	
TU1	\$33.58	\$50.87	\$ 87,308.00	\$ 132,262.00	District Fire Chief

** Annual rates are divisible by 2600



LIUNA - Open Range Plan

Grade	Hourly		Annually		Positions
	Minimum	Maximum	Minimum	Maximum	
3	\$15.03	\$24.03	\$ 31,262.40	\$ 49,982.40	Custodial Worker
4	\$16.24	\$25.96	\$ 33,779.20	\$ 53,996.80	Stock Clerk
5	\$17.54	\$28.04	\$ 36,483.20	\$ 58,323.20	Apprentice Electrician Customer Service Representative Maintenance Worker I Meter Reader Meter Technician Senior Stock Clerk Utility Field Service Representative
6	\$18.95	\$30.29	\$ 39,416.00	\$ 63,003.20	Back-Flow Technician Electrician I Fleet Technician I Maintenance Worker II Mechanic I Utility Line Locator Utility Mechanic I Valve Operator
7	\$20.47	\$32.72	\$ 42,577.60	\$ 68,057.60	Heavy Equipment Operator Industrial Electrician I Sludge Equipment Operator
8	\$22.11	\$35.34	\$ 45,988.80	\$ 73,507.20	Apprentice Operator Crewleader Environmental Analyst I Fleet Technician II Maintenance Worker III Mechanic II Senior Back-Flow Technician Utility Mechanic II
9	\$23.88	\$38.17	\$ 49,670.40	\$ 79,393.60	Certified Operator C Lead Certified Operator C License Electrician II
10	\$25.80	\$41.23	\$ 53,664.00	\$ 85,758.40	Certified Operator B Lead Certified Operator B License Industrial Electrician II Instrumentation Technician
11	\$27.87	\$44.53	\$ 57,969.60	\$ 92,622.40	Certified Operator A Lead Certified Operator A License Environmental Analyst II

** Annual rates are divisible by 2080



General - NonExempt "GH" (Hourly) - Open Range Plan

Grade	Hourly		Annually		Positions
	Minimum	Maximum	Minimum	Maximum	
MW	\$13.00				Youth Program Temp
2	\$13.91	\$22.25	\$ 28,932.80	\$ 46,280.00	School Crossing Guard (Part Time)
3	\$15.03	\$24.03	\$ 31,262.40	\$ 49,982.40	Facilities Attendant Firefighter Trainee
4	\$16.24	\$25.96	\$ 33,779.20	\$ 53,996.80	Administrative Assistant College Intern Community Services Technician Engineering Intern Human Resources Intern (Temporary PT) Planning Intern Police Records Clerk Receptionist Recording Secretary Records Technician
5	\$17.54	\$28.04	\$ 36,483.20	\$ 58,323.20	Accounts Payable Clerk Administrative Secretary License/Permit Technician Office Assistant Utility Billing Clerk
6	\$18.95	\$30.29	\$ 39,416.00	\$ 63,003.20	Booking Officer-PT Contract Technician Senior Accounts Payable Clerk Senior Records Clerk Victims Advocate
7	\$20.47	\$32.72	\$ 42,577.60	\$ 68,057.60	Code Enforcement Officer Customer Service Technician Field Inspector Field Operations Technician Field Service Inventory Technician Help Desktop Support Technician Planning Technician Police Administrative Technician Police Evidence Technician Police Officer Trainee UT Administrative Technician Utility Accounting Technician Water Plant Technician
8	\$22.11	\$35.34	\$ 45,988.80	\$ 73,507.20	Code Enforcement Coordinator Crime Scene Technician Environmental Control Coordinator Field Inspector II Human Resources Technician Senior Customer Service Representative Senior Utility Field Service Representative



General - NonExempt "GH" (Hourly) - Open Range Plan

Grade	Hourly		Annually		Positions
	Minimum	Maximum	Minimum	Maximum	
9	\$23.88	\$38.17	\$ 49,670.40	\$ 79,393.60	Asset Management Coordinator Assistant City Clerk Criminal Intelligence Analyst Development Coordinator Executive Secretary Fire Inspector Fire Administrative Coordinator Housing Program Coordinator Junior Staff Accountant Jr. Buyer & Contract Specialist Leisure Services Coordinator Payroll Specialist Utilities Administrative Coordinator Utilities GIS/CAD Technician
10	\$25.80	\$41.23	\$ 53,664.00	\$ 85,758.40	Communications Supervisor Grounds Maintenance Supervisor Leisure Services Supervisor Park & Right of Way Supervisor Supervisor II
11	\$27.87	\$44.53	\$ 57,969.60	\$ 92,622.40	Building Inspector SCADA Analyst I Supervisor III Water Operations Supervisor
12	\$30.10	\$48.10	\$ 62,608.00	\$ 100,048.00	Electrical Maintenance Supervisor SCADA Analyst II

** Annual rates are divisible by 2080



General - Exempt "GE" (Salary) - Open Range Plan

Level	Hourly		Annually		Positions
	Minimum	Maximum	Minimum	Maximum	
9	\$23.88	\$38.17	\$ 49,670.40	\$ 79,393.60	Utilities Conservation Coordinator Redevelopment Coordinator Victim Advocate Coordinator
10	\$25.80	\$41.23	\$ 53,664.00	\$ 85,758.40	Utilities Engineering Coordinator Grant Writer-Economic Development Specialist Jr. Network Administrator Jr. Systems Administrator Planner Public Information Coordinator Systems Analyst Utilities GIS Coordinator
11	\$27.87	\$44.53	\$ 57,969.60	\$ 92,622.40	Customer Service Supervisor Economic Development Specialist Field Services Supervisor GIS Analyst Human Resources Coordinator Inspection Supervisor Senior Buyer & Contracts Agent Staff Accountant Staff Accountant - Bank/Treasury Staff Accountant - Grant Support Service Supervisor Systems Administrator Utility Billing Supervisor Warehouse Supervisor
12	\$30.10	\$48.10	\$ 62,608.00	\$ 100,048.00	Asst. Fire Marshal Assistant Sewer Field Operations Manager Assistant to the Building Official/Building Inspector Assistant Water Field Operations Manager Chief of Maintenance Chief Operator Chief Operator Wastewater GIS Administrator Public Information Officer Safety & Risk Program Manager Senior Budget Analyst Senior Human Resources Coordinator Senior Staff Accountant
13	\$32.51	\$51.95	\$ 67,620.80	\$ 108,056.00	Accounting Supervisor Code Enforcement Manager Engineering Supervisor GIS Manager Leisure Services Manager Parks, Project & ROW Manager Utilities Associate Engineer I Water Quality Laboratory Manager



General - Exempt "GE" (Salary) - Open Range Plan

Level	Hourly		Annually		Positions
	Minimum	Maximum	Minimum	Maximum	
14	\$35.12	\$56.11	\$ 73,049.60	\$ 116,708.80	Assistant to the CM / Public Information Officer Community Services Manager Facilities Manager Fleet Manager Human Resources Manager Police Lieutenant (IA) Purchasing/Contract Manager Senior Network & Security Administrator Streets/Stormwater Manager Systems & Support Manager Utilities Associate Engineer II Utility Customer Service Manager
15	\$37.93	\$60.60	\$ 78,894.40	\$ 126,048.00	Accounting Manager City Clerk Field Operations Manager Superintendent Utilities Associate Engineer III Utility Support Service Manager Water Treatment Manager
16	\$43.62	\$69.69	\$ 90,729.60	\$ 144,955.20	Assistant City Engineer Assistant Fire Chief Assistant Utilities Director Building Official Deputy Finance Director Police Commander Utilities Senior Engineer
17	\$50.17	\$80.15	\$ 104,353.60	\$ 166,712.00	Administrative Services Director Chief Technology Officer Comm & Eco Dev Director Community Services Director Engineering Division Manager Finance Director Fire Chief Human Resources Director Police Chief Public Works Director/City Engineer
18	\$57.70	\$92.18	\$ 120,016.00	\$ 191,734.40	Asst City Manager for Performance & Strategic Initiatives Deputy Director Utilities
19	\$66.36	\$106.01	\$ 138,028.80	\$ 220,500.80	Utilities Director

** Annual rates are divisible by 2080

** Frozen positions are shown lined

CITY COUNCIL AGENDA ITEM

Memo Date: June 26, 2025
Agenda Date: July 8, 2025
File ID: 2025-605
Prepared By: Tony Jones, Fleet Manager
Through: Abigail Morgan, Public Works Director
Requested Action: Approve the Purchase of a Heavy Duty Mohawk 4-Post Drive-on Vehicle Lift with Accessory using Sourcewell Contract #121223-MRL. Approve a Resolution Amending the FY25 Budget, BAF#25-057-IFT, for the amount of \$63,608.

BACKGROUND:

The Public Works Fleet Management Division is in need of a Heavy Duty 4- Post drive on vehicle lift to service and repair large utility trucks and 6-wheel dump trucks. These vehicles are over 23ft long and have a gross vehicle weight rating of over 21,000 lbs. Cocoa Fleet Staff are currently servicing and repairing these vehicles on the ground. This slows down service and repair time performing this work on the ground has created major safety concerns. This heavy lift gives greater flexibility when working on these large trucks. This lift has two front and rear 15k lbs. rolling jacks. The lift is over 25ft long with a total lifting capacity of 25,000lbs. The lift will accommodate all the large utility crew trucks in Cocoa Fleet. The funding for this equipment is a shared cost between Water/Sewer, Stormwater, and General Funds.

PRIORITY AREA CONNECTION:

Organizational Effectiveness

BUDGETARY IMPACT:

Budgeted? No

If not budgeted, is amendment / transfer attached? Yes

Source/Use of Funds IFT

Water/Sewer:	421-4010-536.39-00	(\$47,706)
	421-4010-581.91-01	\$47,706
	001-0000-381.91-21	\$47,706
Stormwater	423-3570.538.46-00	(\$1,272)
	423-3570-581.91-01	\$1,272
	001-0000-381.91.23	\$1,272

General Fund Contingency 001-1600-513.39-00 (\$14,630)

Total Cost: 001-3540-519.64-00 \$63,608 CA2502

PREVIOUS ACTION:

NONE

RECOMMENDED MOTION:

Approve the Purchase of a Heavy Duty Mohawk 4-Post Drive-on Vehicle Lift with Accessory using Sourcewell Contract #121223-MRL. Approve a Resolution Amending the FY25 Budget, BAF#25-057-IFT, for the amount of \$63,608.

TR-25A LIFT DATA SHEET:

VERIFY POWER SUPPLY BELOW: CHOOSE ONE OF EACH

☐ 208-220/230 VAC	☐ 1 PHASE	☐ 60 HZ	STANDARD
☐ 440-460/480 VAC	☐ 3 PHASE	☐ 50 HZ	
☐ OTHER			

IF OTHER, STATE VOLTAGE ____ VAC ____ HZ

NOTE: NON-STANDARD OPTION MAY RESULT IN AN UPCHARGE

TRACK LENGTH: CHOOSE ONE

☐ 16'9"	☐ 20'	☐ 25'	☐ 30'	☐ OTHER (SPECIAL)
--------------------------------	------------------------------	------------------------------	------------------------------	--

ABOVE IS NOT TIP-TO-TIP LENGTH, SEE LIFT DIMENSIONS BELOW

APPROACH RAMP LENGTH

☐ 5' STANDARD	☐ OTHER (SPECIAL)
--------------------------------------	--

AVAILABLE OPTIONS (at additional cost)

- ELECTRIC/HYDRAULIC JACKING BEAM (48" INSIDE TRACKS)
- ☐ RJ-15 (15,000 LBS) ____ QTY ☐ RJ-25 (25,000 LBS) ____ QTY
- ROLLING JACKING PLATFORM (48" INSIDE TRACKS)
- ☐ JP-15 (15,000 LBS) ____ QTY ☐ JP-25 (25,000 LBS) ____ QTY
- ☐ SPECIAL WIDTH JACKING PLATFORM ____" (MIN 18" MAX 48")
- ☐ DRIVE THRU RAMPS – ADDS TO STANDARD LENGTH
- ☐ LED LIGHTS IN TRACKS
- ☐ ALIGNMENT CUTOUTS IN TRACKS
(MUST RECEIVE TURNABLE FROM CUST.)
- BRAND _____
- MODEL # _____
- ☐ OIL DRAIN PAN (48" INSIDE TRACKS ONLY)
- ☐ EXTRA BASE PLATES FOR SHIMMING (1/2" THICK)
____ QTY x \$ ____ EACH = TOTAL OF \$ ____
- ☐ CUSTOM WIDTH CROSSRAILS
(MIN 66" MAX 147") REQUEST
NOTE: CUSTOM WIDTH WILL RESULT IN AN UPCHARGE
- WITH TRACKS ☐ CENTERED ☐ LEFT ☐ RIGHT ____"
- ☐ 3' EXTENSIONS (SET OF 2) – ADDS TO STANDARD LENGTH
☐ FRONT ☐ REAR ☐ BOTH
- ☐ 120 VAC DUPLEX OUTLET AT POWER UNIT
- ☐ THREE BEAM TRACK CONSTRUCTION

NOTE: SOME COMBINATIONS ARE NOT COMPATIBLE

PLEASE INITIAL THAT THE ABOVE SELECTIONS ARE CORRECT

CUST. INITIAL

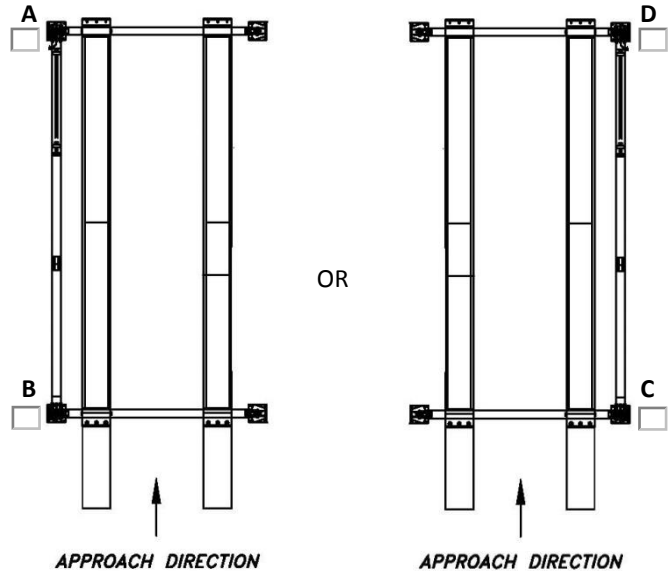
STANDARD

LIFT DIMENSIONS	16'9"	20'	25'	30'
LENGTH W/O RAMP:	219 3/4"	258 3/4"	318 3/4"	378 3/4"
LENGTH WITH RAMP:	288 1/16"	327 1/16"	387 1/16"	447 1/16"
WIDTH:	150 3/16"			
HEIGHT:	101 1/2"			
SLOPE IN FLOOR (LENGTHWISE)				
SLOPE IN FLOOR (WIDTHWISE)				
OVERHEAD OBSTRUCTIONS ☐ YES ☐ NO				
IF YES, EXPLAIN				
CONCRETE FLOOR MIN.: 4.5 IN. THICK; 4,000 PSI				

PLEASE INITIAL THAT THE ABOVE SELECTIONS ARE CORRECT

CUST. INITIAL

PLEASE CHOOSE AN ORIENTATION (A, B, C, OR D) FOR POWER UNIT, TOPRAIL WILL BE LOCATED ON THE SAME SIDE AS THE POWER UNIT.



CUST. INITIAL

POWER AND AIR FEEDS:

FINAL ELECTRICAL CONNECTION IS THE RESPONSIBILITY OF THE ELECTRICAL CONTRACTOR, MORE THAN ONE POINT OF CONNECTION MAY BE REQUIRED. DISCONNECT SWITCHES, MAIN FUSES, MAIN POWER LEADS, ETC. ARE NOT PROVIDED BY MOHAWK RESOURCES LTD.

PNEUMATIC POWER IS THE RESPONSIBILITY OF THE MECHANICAL CONTRACTOR TO THE FINAL DESIGNATED POINT OR POINTS AT THE VEHICLE LIFT UNLESS OTHERWISE SPECIFIED BY ARCHITECT.

VEHICLE DATA FORMS:

PROVIDE INFORMATION ON ATTACHED VEHICLE DATA FORMS (OR PROVIDE SKETCH WITH DIMENSIONS OF VEHICLE IF THE FORM DOES NOT PROPERLY REFLECT VEHICLE TYPE) FOR VEHICLES INTENDED TO BE SERVICED ON THIS LIFT. THIS IS TO ENSURE THAT THE VEHICLES WILL HAVE NO DIFFICULTY GETTING ON THE LIFT AND THAT THE LIFT WILL HAVE NO DIFFICULTY RAISING THE VEHICLES IN THE SPACE PROVIDED.

PROVIDE DETAILS ON ANY FEATURES OF THE VEHICLES THAT ARE OF CONCERN. THIS WILL ASSIST IN REVIEWING UNDER-VEHICLE CLEARANCE OVER RAMPS, BUMPER CLEARANCE APPROACHING RAMPS, REAR END DRAG CLEARANCE OVER RAMPS, OVERHEAD CLEARANCE WHEN FULLY RAISED, WHEEL BASE LENGTH OVER TRACK LENGTH, ETC...

ALL LIFT OPTIONS CHECKED FOR PURCHASE MUST BE LISTED ON PURCHASE ORDER AS SEPARATE LINE ITEMS.

I CHOOSE NOT TO COMPLETE DATA SHEETS*

CUST. INITIAL

IF NO DATA SHEETS ARE PROVIDED, MOHAWK TAKES NO RESPONSIBILITY FOR INCOMPATIBILITY WITH FACILITY OR TRUCKS/FORKLIFTS AND PAYMENT TERMS ARE 25% DOWN, REMAINDER BEFORE SHIPPING

CUSTOMER NAME:
CONTACT:
PHONE NUMBER:

CUSTOMER SIGNATURE

DATE

MODEL TR-25

25,000 LB 4 POST RUNWAY LIFT



*Because Quality Lifts
Last a Lifetime*

MOHAWK LIFTS

Americas Best Lift Investment...

Still proudly designed, welded
and manufactured in the U.S.A.



MOHAWK LIFTS MODEL TR-25

The Big Red One

For All Your Shop's
Lifting Needs



▲ Full under-vehicle access with no obstructions. Rolling jacks allow tires to raise off runways.

10



Still proudly
designed, welded
and manufactured
in the U.S.A.

MOHAWK ABOVE GROUND DESIGN

- Surface mounted operation avoids the environmental liabilities and service problems associated with in-ground lifts.
- Indoor or outdoor installation is quick & easy.
- Four post design allows complete under-vehicle access for all types of repair without side obstructions like scissors and parallelogram lifts.
- Clear floor unobstructed design allows tool boxes, jacks, and other shop equipment to roll freely between the posts.
- Standard 24" wide runways allow greater access for under-vehicle repair **giving 48" of clear span access.**
- Diamond plate covered approach ramps and runways assure additional traction and infinitely longer service life than traction "coated" textured paint.

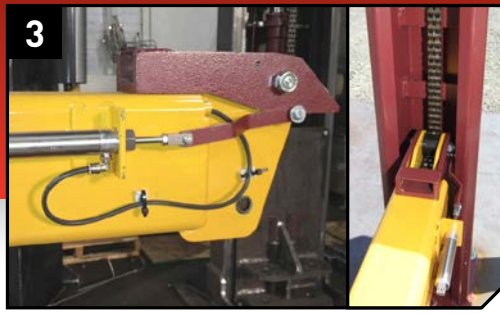
COMPARE DESIGN FEATURES & CONSTRUCTION

- 16'9", 20', 25' or 30' runways are made from two or three parallel 8" steel I beams. (Three I beams on 30' model).
- Heavy duty 7" x 5" structural steel cross rails.
- Large 10" x 6" top rail is reversible to either driver or passenger side.
- Chain drive – no stretch or fray like cable lifts.
- Specially designed, double sealed, self-lubricating, hardened steel rollers at all chain pivot points.
- Full 3 year warranty (excluding motor/pump)

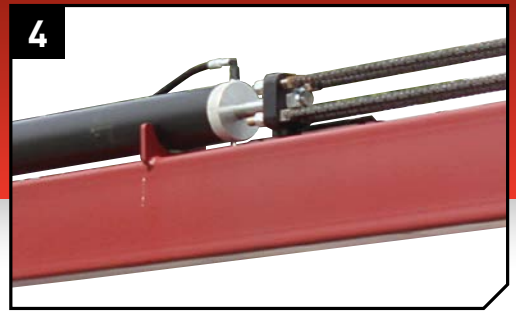
PROUDLY MADE IN THE USA SINCE 1981



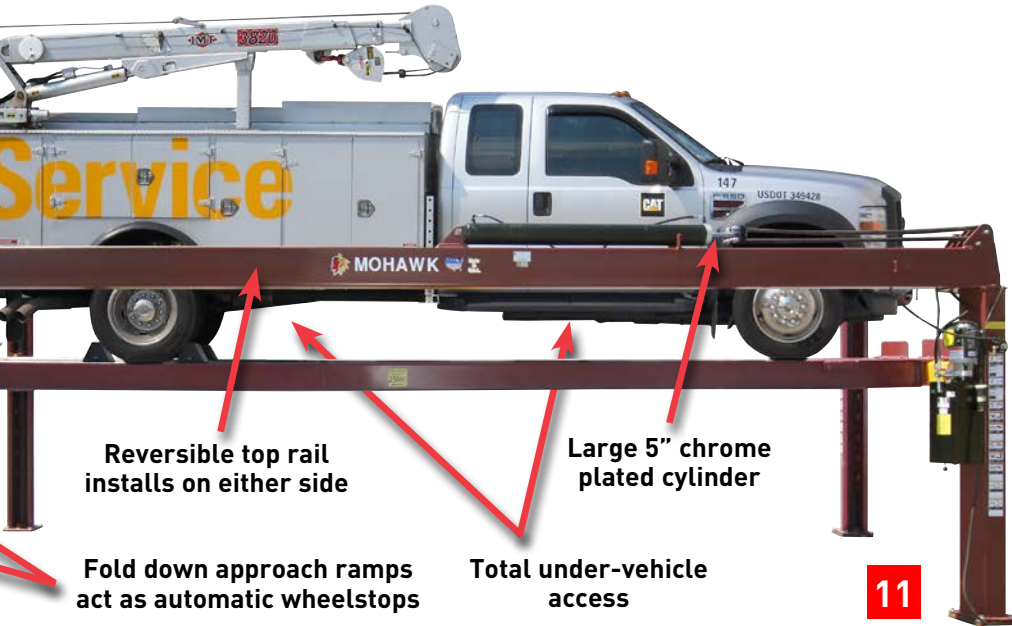
▲ Shallow angle approach ramps are 24" wide for easy drive on with the ability to accommodate a wide variety of vehicles (including low floor busses.) Shorter/longer or moveable ramps upon request.



▲ Mohawk's all-position safety locks engage every 6" and continue to full lifting height.



▲ Large 5" chrome plated cylinder with leaf chain drive system eliminates stretch, fray, pulleys and maintenance associated with cable driven lifts.



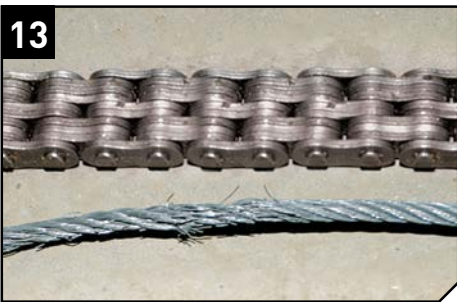
Reversible top rail installs on either side

Large 5" chrome plated cylinder

Fold down approach ramps act as automatic wheelstops

Total under-vehicle access

11



▲ #646 HIGH STRENGTH leaf chain compared to the competitive cables which fray

FEATURES

- 24" wide runways allow full service to all types of cars, vans, trucks, and buses, without having to adjust the tracks.
- Full 5'9" lifting height at top of tracks for tall technicians.
- Adjustable runways accommodate any vehicle up to 25,000 lbs.
- Optional 15,000 or 25,000 lb. capacity wheels free jack locks in place upon positioning.

SUPERIOR SAFETY SYSTEMS

- Multi-position mechanical locks in all four positions.
- Hydraulic safeties using pressure-compensated flow control valves and tamper-proof velocity fuses.
- Single position, two hand air operated release for safe lowering.
- Mechanical chain synchronization.
- The heaviest construction of any competitive lift. Just compare!



5'9" lifting height

12



▲ **Mohawk's Rolling Jack:** 15,000 or 25,000 lb. capacity rolling electric/hydraulic low profile jacks for "wheel free" tire and brake service. Jacks roll the full length of the runway, or use two jacks to raise the entire vehicle off of the runways. Mohawk's rolling jacks lock in place when loaded.



▲ **Shatter Proof LED Track Lighting:** Optional shatter proof track lighting to brighten up the darkest vehicle undercarriages.



▲ **Tire Dolly Model TD-1000 or TD-2000:** 1,000 or 2,000 lb. capacity for use with any above or in-ground lift, high 46" lifting height and 6" side shifting ability makes alignment simple.

ALIGNMENT COMPATIBLE

To verify alignment at any working height.



Shallow profile approach ramps assures easy access for even the lowest-riding vehicles



▲ TR-25 alignment lift shown with alignment plates and tires raised off of runways

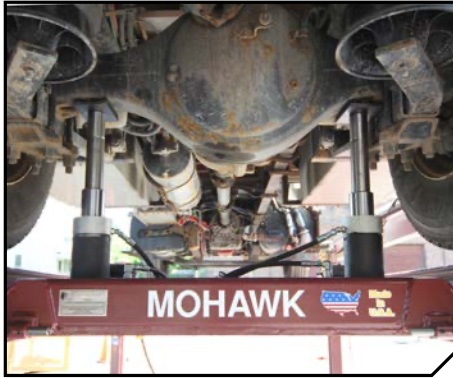
HOW DO YOU LIKE YOUR LIFT MADE?

- **Chains,** not cables
- **I- Beams Tracks,** not sheet metal
- **Bearings,** not bushings
- **Diamond plate,** not textured paint

14



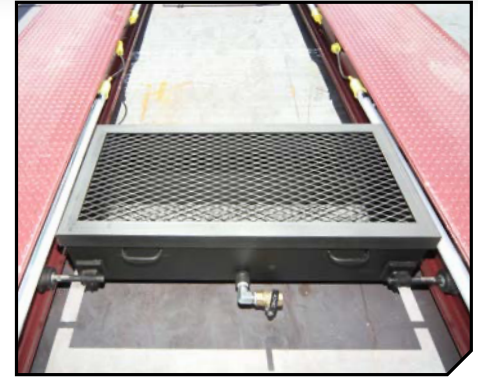
MOHAWK TR-SERIES FOUR POST LIFT OPTIONS



Mohawk's Rolling Jack: 15,000 or 25,000 lb. capacity rolling electric/hydraulic low profile jacks for "wheel free" tire and brake service. Mohawk's rolling jacks lock in place when loaded.



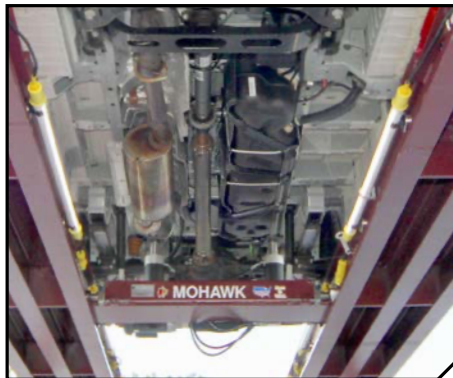
Tire Dolly Model TD-1000 or TD-2000: 1,000 and 2,000 lb. capacity for use with any above or in-ground lift, high 46" lifting height and 6" side shifting ability makes alignment simple.



Rolling 25 Gallon Oil Drain Pan: Rolling drain pan makes oil changes quicker & easier. Expanded steel grate supports filters when draining.



ST-2000 Scissor Table: 2,000 lb. air/hydraulic scissor lifting table for removing rear ends, differentials or heavy transmissions.



Shatter Proof LED Track Lighting: Optional track lighting to brighten up the darkest vehicle undercarriages.



Drive Through Ramps: Shallow angle approach ramps are 24" or 32" wide for easy drive on with the ability to accommodate a wide variety of vehicles (including low floor busses.) Shorter, longer or moveable ramps are available upon request.



Transmission Jack

- 2,000 lb. capacity.
- Fully adjustable universal saddle with adjustable arms to position the transmission.
- Air/Hydraulic foot pump provides hands free operation and easy convenient lifting.



ONE LIFT TO SERVICE ALL YOUR LOGISTICS EQUIPMENT!

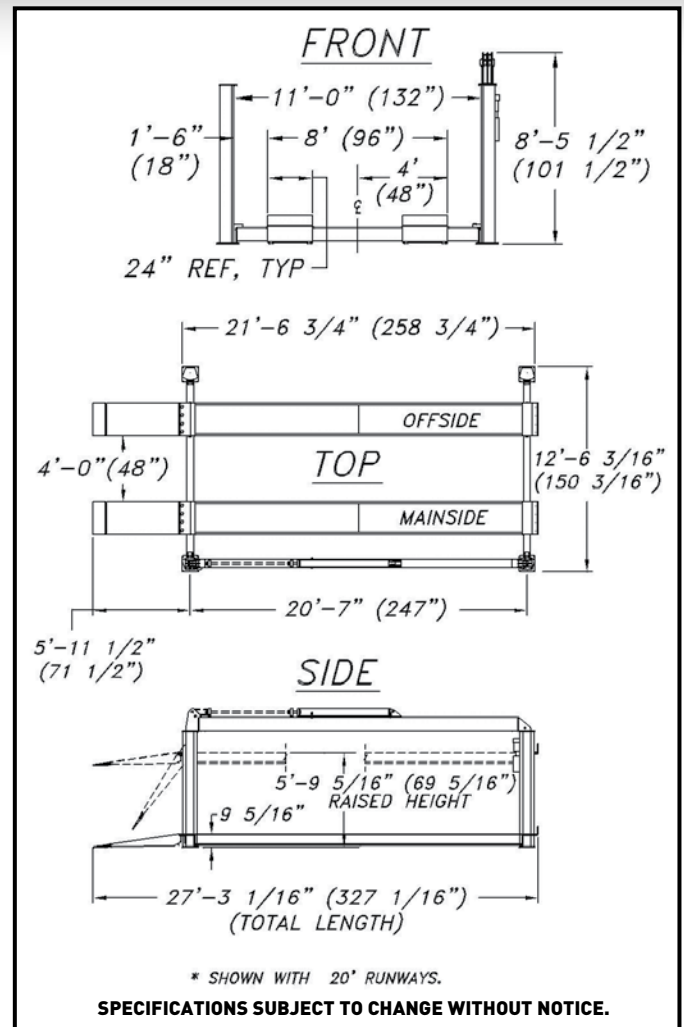
Servicing both trucks and forklifts? Turn your Truck Lift into a Forktruck Service Lift by adding a third I-beam to the TR-25 tracks. Compatible with Rolling Jacks, Jacking Platform, Oil Drain Pan, Lights, and other accessories! The same features and benefits for all your facility's equipment!

MODEL TR-25 SPECIFICATIONS

Capacity:	25,000 lbs.
Lifting Speed:	120 seconds
Motor Rating:	2 HP/220 V Single-Phase (3 phase optional)
Lifting Mechanism:	5" Hydraulic Cylinder Attached to (4) #646 Leaf Chains
Overall Length:	27'-3" (with 20' runways)
Track Length:	16'9", 20' 25' or 30'
Overall Width:	12' 6"
Lifting Stroke:	5'
Height @ Full Stroke:	5' 9 5/16" (top of runways)
Track Width:	24"
Track Adjustment:	4' to 8'
Clearance Between Posts:	11' Standard (Wider Available)
Mechanical Safety Release:	Single Point
Mechanical Safety Locks:	Multi-Positions
Back-Up Hydraulic Safety Systems:	Pressure Compensated Flow Controls & Velocity Fuses
Concrete requirements:	4000 PSI concrete 4 1/2" thick floor
Warranty:	3 years; (Excluding Motor/Pump)
Lift Weight:	5250 lbs (with 20' tracks)

Available Options

- 3' track extensions: front, rear, or both
- 3 phase power:
208/230 3 phase 60 hz/460 volt 3 phase 60 hz
380 volt 3 phase 50 hz/575 volt 3 phase 60 hz
- Alignment turntable cut outs in tracks
- Rolling hydraulic jacking beam
- Rolling jacking platform
- Air lines plumbed into tracks
- Obstacle sensor package
- 115 volt duplex outlet
- Runway lighting
- Lockable main switch
- Electric solenoid down valve
- Audible descent alarm
- Drive through ramps
- 25 gallon rolling oil drain pan



National Stock Number 4910-01-424-8934 (NSN)
AS SEEN IN GSA ADVANTAGE

SIN #253-23 • CAGE CODE-OC714 • DUNS #10-128-9916

Mohawk builds the best products with the finest materials, to the highest standards. Just compare our lifts. Our staff will assist you with a fleet evaluation, design assistance and answer any technical questions you have. We invite your calls.

MOHAWK LIFTS

Mohawk Lifts, LLC.
P.O. Box 110
65 Vrooman Ave
Amsterdam, NY 12010
(800) 833-2006
(518) 842-1431
FAX: (518) 842-1289
www.mohawklifts.com

AVAILABLE UNDER DISCOUNTED GOVERNMENT
CONTRACT IN ALL 50 STATES



DISTRIBUTED BY:



CONTRACT EXTENSION

Contract Number: 121223-MRL

Sourcewell	and	Mohawk Lifts, LLC
202 12th Street Northeast		PO Box 110
P.O. Box 219		
Staples, MN 56479		Amsterdam, New York 12010-0110
(Sourcewell)		(Vendor)

have entered into Contract Number: 121223-MRL
for the procurement of: Vehicle Lifts with Garage and Fleet Maintenance Equipment

The Contract has an expiration date of 2028-02-12 , but the parties may extend the Contract by mutual consent.

Sourcewell and Vendor acknowledge that extending the Contract benefits the Vendor, Sourcewell and Sourcewell’s Members. Vendor and Sourcewell agree to extend the Contract listed above for an additional period, with a new Contract expiration date of 2029-02-12 . All other terms and conditions of the Contract remain in full force and effect.

Sourcewell

Signed by:

C0FD2A139D06489

Authorized Signature

Jeremy Schwartz

Name

Chief Operating and Procurement Officer

Title

2/25/2025 | 9:00 AM CST

Date

DocuSigned by:

D2A4E6994F644A9...

Authorized Signature

Steve Perlstein

Name

President

Title

2/25/2025 | 2:35 PM MST

Date

**Solicitation Number: RFP #121223****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Mohawk Lifts LLC, 65 Vrooman Ave., Amsterdam, NY 12010 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Vehicle Lifts with Garage and Fleet Maintenance Equipment from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires February 12, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. **SALES TAX.** Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. **HOT LIST PRICING.** At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;

- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized

subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted

price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with

the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and

records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

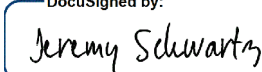
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

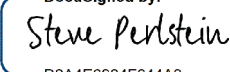
22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days’ written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier’s Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Mohawk Lifts LLC

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 2/7/2024 | 3:59 PM CST

DocuSigned by:

By: D2A4E6994F644A9...
Steve Perlstein
Title: President CEO
Date: 2/7/2024 | 2:32 PM MST

RFP 121223 - Vehicle Lifts with Garage and Fleet Maintenance Equipment

Vendor Details

Company Name: Mohawk Lifts LLC
Address: 65 Vrooman Ave
Amsterdam, New York 12010
Contact: Christine O'Reilly
Email: christineo@mohawklifts.com
Phone: 518-842-1431 2500
Fax: 518-842-1289
HST#: 85-3221959

Submission Details

Created On: Tuesday October 24, 2023 08:09:53
Submitted On: Thursday December 07, 2023 16:25:17
Submitted By: Christine O'Reilly
Email: christineo@mohawklifts.com
Transaction #: a491cd5b-5d02-4358-98cf-dc1d357ae200
Submitter's IP Address: 72.45.238.114

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Mohawk Lifts LLC	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Mohawk Lifts LLC, Hunter Engineering (tire changes, wheel balancers, brake, alignment, and test equipment), Gray Manufacturing (floor jacks and portable shop equipment), Westmatic (Large vehicle washers) Miller shop welders, Worky exhaust evacuation equipment, Worky work benches & cabinets, Liftpoint material handling equipment service lifts, CAES air conditioning (AC) freon reclamation equipment, Legacy air compressors (Exhibit #1)	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Mohawk Lifts LLC	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	F9QME4G11RT5	*
5	Proposer Physical Address:	65 Vrooman Ave Amsterdam, NY 12010	*
6	Proposer website address (or addresses):	1. www.mohawklifts.com is the public/consumer website. 2. www.govlifts.com is the government website most applicable to this RFP. 3. www.govlifts.com/sourcewell is the specific site for the Sourcewell landing page. 4. For the eight states (soon to be 9) that have statewide adoptions of the Sourcewell award visit www.govlifts.com/MD (or /NJ or /MO/, or /NV, or /NY or/Oh. or /Tx or/GA) www.govlift.com/xx_ with the 2-letter abbreviation of each state become the landing page of that state adoption. Some state central procurement officers often post the URL on a state's central procurement website. The above website assists member agencies as full transparency of the award, products, pricing, prepaid freight, and an abbreviated set of terms and conditions are shown on each site. These websites facilitate the easiest method of contract usage, seeking information or for states seeking to adopt the Sourcewell award.	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Steve Perlstein - President, CEO - sperlstein@mohawklifts.com - 518-842-1431 ext: 2400 Dominick Fontana - Chief Operating Officer - dfontana@mohawklifts.com - 518-842-1431 ext: 4100 Christine O'Reilly - Chief Financial Officer - christineo@mohawklifts.com - 518-842-1431 ext: 2500 Address for all 3 is: Mohawk Lifts LLC 65 Vrooman Ave PO Box 110 Amsterdam, NY 12010	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Steve Perlstein - President, CEO - sperlstein@mohawklifts.com - 518-842-1431 ext:2400 Mohawk Lifts LLC 65 Vrooman Ave PO Box 110 Amsterdam, NY 12010	*

9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Christine O'Reilly - Chief Financial Officer - christineo@mohawklifts.com - 518-842-1431 ext:2500 Dominick Fontana - Chief Operating Officer - dfontana@moahwklifts.com - 518-842-1431 ext: 4100 Amber Fusco - Sales Operating Manager – amberf@mohawklifts.com – 518-842-143 ext: 4000 Jamie Dermody Sales – Regional Territory Manager - Jdermody@mohawklifts.com - 518-842-1431 ext: 1500 Mohawk Lifts LLC 65 Vrooman Ave PO Box 110 Amsterdam, NY 12010
---	--	--

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Mohawk Lifts (originally Mohawk Resources Ltd) is a 42-year-old fabrication and manufacturing company of vehicle service lifts and accessories. Mohawk is the second oldest member of the Automotive Lift Institute (www.autolift.org). Currently, Mohawk is the only company that offers a full range of lifts (2 post, 4 post, mobiles, heavy duty) that is 100% made in the United States, at our facility in Amsterdam, New York. Mohawk's core value is designing and manufacturing the safest, heaviest duty lift in all categories on the market. We believe you cannot cheaper a design to shortcut safety. Mohawk manufactures and sells lifts in an environment that values Safety, Integrity, Commitment and Teamwork. Mohawk lifts last the longest because of our focus on using domestic steel. Mohawk's lifts have more steel than competitive lifts to ensure safety and durability. Mohawk's average company tenure is 15 years. These values combine to create exceptional value, the highest quality, and the lowest cost of ownership in the industry. (Exhibit #2 and #3) Additionally, Mohawk acts as the government sales arm for several other complimentary equipment companies within the capital garage equipment industry, some with relationships as long as 22 years. Mohawk continues to be the industry leader in heavy duty lift offerings, and routinely has been the top performer on all MAS contracts.

11	What are your company's expectations in the event of an award?	Mohawk's continued expectations as the top Multiple Award Schedule Sourcewell reporting lift vendor to Sourcewell are: • A continuation of successful sales and quarterly reporting (Exhibit # 4), with no gaps between award #3 and award #4 • Support and promotion of the Sourcewell Multiple award schedule. Mohawk has earned a Sourcewell award for the past 14 years. • Mohawk will continue to attend numerous government orientated trade shows and continue to supply marketing, sales, and installation support to Sourcewell members. Mohawk assists or directs members (often states for statewide adoptions) to communicate directly with Sourcewell members when they have questions that are better answered by a fellow government agency. For example, Mohawk introduced NJPA (now Sourcewell) to the National Council of State Fleet Administrators (NCSFA) when Tony Glenz was Mohawk's contracting officer. When Mohawk's contracting officer changed to Kelly McAllister, Mohawk made sure Kelly knew all the important people within NCSFA. This tradition continued in 2023 with Andy Campbell. NCSFA members are the advocates to state CPOs to adopt the Sourcewell contract which is why Mohawk leads other vendors in state level adoptions and at H20 was awarded a Sourcewell legendary leader award (Exhibit #5). Likewise, Mohawk has made numerous introductions to Mr. McAllister when he chose to attend the NYC Fleet show (NYC has the world's largest police, fire, sanitation, and transit agencies). See picture Exhibit #6 • 100% of Mohawks sales and sales administrative staff have attended Sourcewell U, with full intention of future sales staff attending upcoming sessions. • Continue learning and networking by attending the annual H2O conference. Mohawk will continue learning from other vendors, Sourcewell staff, and sharing positive experiences with others (by example being an H20 panelist on Scott Carr's panel titled "How to Be a Good Sourcewell Vendor"). • Hoping that Sourcewell continues to produce short education videos for the sales team such as the video just released "starring" Sourcewell's Nick Trout. This video is now online at www.govlifts.com/sourcewell and has been shared with all Mohawk salespeople and value-added partner supply companies. • Reinforce the consultative relationship developed between Mohawk's staff and the State's Contracting Officers up to and including state adoptions. • Mohawk's continued service as a long-time member of the Sourcewell Vendor Advisory panel. • Mohawk will continue to seek statewide adoptions. Currently 8 states and soon to be 9 (NY, TX, OH, GA, NV, NJ, MD, and MO) have adopted Sourcewell as their State contract as these states equal over 30% of the US population. (Exhibit # 7 and # 8)
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	A. Please see two attached letters from Mohawk financial institutions. (Exhibit #9) B. Mohawk is a 42-year-old privately held LLC, of which Steve Perlstein, President, and CEO, is the largest equity shareholder and active in the business every day. As a privately held LLC, Mohawk does not share financial data. Yet in 14 years of being an awarded Sourcewell vendor Mohawk has always delivered (including after a \$1.9M fire in the Mohawk factory of which Sourcewell was immediately notified). Financial strength is what made the fire something we were able to deal with as insurance companies are not known for promptly paying claims. C. Financial strength and timely delivery coincide and includes the period through COVID and the supply chain crisis of COVID. Much of the reason why Mohawk Lifts and Mohawk's distribution partners (Hunter, Gray and Westmatic) did not have extended lead times during the pandemic is due to all being US based and financially healthy manufacturers. D. Mohawk has and will continue to reinvest in the business over the next couple of years, spending \$1.6 Million dollars on equipment and infrastructure improvements. Some of these improvements include the purchase of a new plasma steel cutting table with an exhaust extraction system and scrubber, the purchase of a new vertical saw, and future electrical upgrades within the facility. (Exhibit #10) E. In May of 2022/23, Mohawk was awarded a \$300,000 Empire State Development Grant to continue to expand our operations. The news story can be seen at https://wnyt.com/top-stories/amsterdam-home-to-last-full-line-car-truck-lift-manufacturer-in-us/ (Exhibit #11). F. When member agencies require it, Mohawk has no issues securing bonding to satisfy the purchasing agency. An example is a recent order for Wa-Nee Community Schools located in Nappanee, IN. A \$270,000 bid, surety, and performance bonds were required.

13	What is your US market share for the solutions that you are proposing?	Per the automotive lift institute by-laws, Mohawk is not able to disclose the industry size, or the number of lifts shipped. What we can disclose is Mohawk represents less than 10% of the total North American lift marketplace; However, Mohawk has a dominant presence in the mid-duty/heavy-duty market and the overall government Marketplace. Proof of Mohawk's dominance can be seen on Exhibit #4. These pie charts for the 2017-2022 fiscal years show total vendor spending for the Vehicle Lifts & Garage Related Equipment category on three Multiple award schedule contracts. Mohawk market share of the government marketplace is 37% and the top vendor on the Sourcewell, GSA, and NASPO contracts	*
14	What is your Canadian market share for the solutions that you are proposing?	Mohawks growing marketplace in Canada is 4.4% of Mohawks domestic business. Mohawk knows the Canadian market is approximately 10% of the US marketplace yet: 1. Cooperative procurement is not yet as widely accepted across Canada. 2. Cooperative procurement doesn't apply to the province of Quebec (22% of the Canadian population) 3. With the introduction of Canoe, Mohawk is growing out our Canadian business presence. 4. Canadian federal government agencies do not have a contracting vehicle such as GSA, yet Mohawk still supplies lifts to all CFB (Canadian Forces Base) coast to coast.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Mohawk has never petitioned for bankruptcy protection	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Mohawk is both a manufacturer and government distributor of other Lifts and capital equipment for government garages. First and foremost, Mohawk Lifts is a 42-year-old manufacturer of vehicle lifts. Mohawk is a pioneer in the government contract space for vehicle lifts and related garage equipment. Mohawk has leveraged our government expertise to bring in other manufacturers under our contract to help support government agencies with the most popular products every garage requires. Mohawk serves as a government reseller of Hunter Engineering, with a national network of 900 independent sales and service representatives (plus 30 regional managers assisting the independent reps). Other manufacturers such as Westmatic and Gray salespeople are factory employed sales reps. For this 2023 RFP Mohawk has vetted five new supply partners companies and with the endorsement of each companies' senior management, if awarded Mohawk will train their sales staff in the use of government contract sales. For 25 years Mohawk has acted as the government reseller of different types of capital equipment for repair garages (Corgi tire changers was first prior to switching to Hunter). Exhibit #12 are the authorizations from the manufacturers we've presented to assure product supply to Sourcewell members as the government sales channel. The services provided under this award (installation when desired) are performed by the independent representatives or factory employees of each value-added supply partner.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Mohawk Lifts is the second oldest member of the Automotive Lift Institute (ALI or www.autolift.org). To be a member of the ALI Mohawk holds 3rd party lift certifications to the ANSI/ALI-ALCTV safety standard. ANSI is the American National Standards Institute, which is administered and tested by third party NRTL's (Nationally Recognized Testing Laboratories) verifying lifts meet the ALI/ANSI standard. ALI certifications include quarterly unannounced factory visits from the test labs verifying compliance and the factory's quality assurance that no changes in the products that have been certified have occurred without retesting. Once ALI certification has been attained for each specific certified lift, type, capacity and option, Mohawk has never "lost" a certification. The bylaws of maintaining an ALI membership are the mandate that at least 75% of all lifts sold be ALI certified to meet the ANSI standards for the safe design of vehicle lifts. While no ALI member has 100% of their offered lifts ALI certified, Mohawk always exceeds the 75% minimum. Safety is Mohawk's #1 priority when designing, welding, and selling lifts. Lifts supplied by long term partner resellers Hunter Engineering and Gray manufacturing are also ALI certified to meet this one and only nationally recognized safety standard for vehicle lifts.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	In Mohawk's 42 years, Mohawk has never been suspended, disbarred, nor asked to leave a job site.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	- Exhibit #4 shows Mohawk as the leading supplier of vehicle lifts and equipment of the Sourcewell award, the GSA award, and the NASPO Value Point award. While none are industry awards, the numbers shown are a statement of fact and show why member agencies want to buy Mohawk. - Exhibit #5 shows Mohawk as one of the few Sourcewell Legendary Leaders award recipients presented in 2018 by then contracting officer Tony Glenz. - During his tenure as president of WSCA (pre-name change to NASPO), former Nevada Chief Procurement Officer, Greg Smith presented Mohawk with the first and only NASPO Vendor of the year award See Exhibit #13. - Motor Magazine has an annual award titled Top Twenty New Tools and Inventions. In 16 years, Mohawk Lifts is the most awarded lift manufacturer and has received this industry award 6 times. (Exhibit #14) - Mohawk is the second oldest member of the 77-year-old Automotive Lift Institute (www.autolift.org). ALI is a trade association of 20 different lift manufacturers dedicated to vehicle lift safety. Part of being a member of ALI is that 75% of all lifts shipped be ANSI (American National Standards Institute) certified. Mohawk always meets this monthly percentage. ANSI certification is recognition based on a national testing lab verifying the lifts meet the ANSI standard. ALI certification is not an award, but a statement of quality, and lift safety conformance. - Supply partner Liftpoint (manufactured by Mohawk Lifts) has just been awarded Product of the year from MaterialHandling247.com. (see announcement Exhibit #15)
20	What percentage of your sales are to the governmental sector in the past three years	Measured in number of lifts sold, Mohawk Lifts sells 22% to government agencies. If measured in dollars, Mohawk is approximately 50% of dollar volume (large truck lifts cost much more than small car lifts).
21	What percentage of your sales are to the education sector in the past three years	Of Mohawk's 50% of dollar volume sales into the government sector, 37% of those sales are sold to Vo-Tech Schools, High Schools, and Universities.

22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	NASPO 2020 \$7,115,778.00 2021 \$9,556,211.00 2022 \$12,857,551.00 2023 (thru 3rd Qtr) \$6,839,389.00 Sourcewell (includes state adoptions) 2020 \$7,560,162.00 2021 \$12,04,314.00 2022 \$15,428,886.00 2023 (thru 3rd Qtr) \$18,084,678.00 NRECA 2020 \$268,309.00 2021 \$42,850.00 2022 \$0 2023 (thru 3rd Qtr) \$106,674.00 Exhibit #4 shows the spending of the 3 largest MAS awards for the past 5 years. All of Mohawk's MAS (Multiple award Schedule) awards ranging from Sourcewell, GSA, NASPO, and NRECA offer the same exact discount off list with the same terms and conditions. Unlike some, Mohawk is not a vendor offering different discounts, different freight, or different terms and conditions on different awards. Mohawk's offer includes prepaid freight. Lifts are a heavy commodity and freight is expensive. Mohawk has been a Sourcewell awarded vendor for 3 contract periods (14 years). Mohawk has eight statewide adoptions of the Sourcewell award (NY, NJ, NV, MO, MD, TX, MD, and GA) with a 9th state in process. With Mohawks best product value, company history, product designs and certifications, Mohawk is always the top vendor in terms of contract usage. As seen from Mohawks offering (Exhibit #16) from a prior NASPO award, Mohawk has never had the largest discount percentage. Discounts are a marketing tactic vs a sales issue. This is the reason that scoring points for the discount percentage offered should not be used for this award. Mohawk is a vendor of the NASPO vehicle lift and related garage equipment contract since first introduced in 2006. Exhibits #17 and #18 are the reported spend of the two NASPO contracts since established in 2006. Please note that regardless of the discount percentage offered, Mohawk is the leader in reported spend on both awards. (Prior to NJPA ever establishing the first vehicle lift award). On no MAS contracts does Mohawk offer the highest discount percentage. Visit Home - NASPO ValuePoint to look at the vehicle lift contract. Mohawk has 27 different state adoptions, with the next closest vendor to Mohawk at 17, while the lowest Vendor has 5 adoptions. Mohawk always seeks statewide adoptions. Sourcewell Statewide adoptions, the 8 states (soon to be 9) make up over 30% of the US population. These statewide adoptions are a "license" that allows our national reps to be successful in the government marketplace and continually finish as the #1 government supplier. Former Minnesota state procurement person and current Sourcewell contract development officer Mike Sutton has told Steve Perlstein, President of Mohawk Lifts, that Mohawk is the most state-centric vendor he has met. Exhibit #4 shows Mohawks leadership within the government marketplace at 37% and sales by Mohawk as a percent of total contract spend. The National Rural Electric Cooperative Association (NRECA) is made up of 700+ North American electrical cooperatives. Most have fleets and fleet repair garages. Mohawk introduced Sourcewell's head of contracts, Tom Pertulla and NRECA to each other to share other contracts given the two organizations are similar. The relationship with NJPA and NRECA didn't last (likely because of former leadership of NRECA), yet many NRECA members remain active Sourcewell members. Mohawk oldest cooperative award is HGAC at 22 years with multiple 2- or 3-year awards. HGAC's award is not inclusive of freight and reports a small fraction of Sourcewell reported sales. The only agencies using HGAC are those committed to using HGAC and not the less expensive Sourcewell award.
----	--	--

23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	GSA 2020 \$1,071,000.00 2021 \$1,139,320.00 2022 \$1,909,294.00 2023 (thru 3rd Qtr) \$1,794,430.00 Mohawk has held a GSA award for 30+ years (Exhibit #19). Before either the Sourcewell or NASPO awards were in place, the GSA contract became the basis of award of Mohawks CMAS (California), TXMAS (Texas), LAMAS (Louisiana), New York, New Jersey, Florida (for 10 years), Nevada and Ohio contracts. Today, Mohawk has transitioned NY, NJ, OH, MO, NV, MD, and GA contracts to Sourcewell as the basis of these state contracts. Renewal of these statewide contract adoptions and other are expected upon re-award to Mohawk of the Sourcewell award. Additionally, if Mohawk receives the highest score on this Sourcewell RFP, the state of West Virginia will adopt the Mohawk contract with a Sourcewell participation agreement. This will save procurement funds that have been recently wasted at West Virginia Department of Highways, West Virginia State Police, and other equipment recently sold through an MRO contract
----	--	---

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Former State of Maine Procurement Officer	Michael Wenzel	207-313-8244	*
Deputy Chief Procurement Officer of New York State	Mr. JP Behrle	518-474-3899	*
State of Missouri Chief Procurement Officer	Karen Boeger	573-751-1699	*
Contract Management Manager for the State of Georgia	Dr. Carl A Hall, Esq., PhD	470-955-9767	
Nevada Purchasing Officer II	Ms. Heather Moon	775-684-0179	

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
NYS Department of Transportation	Government	New York - NY	Mohawk Mobile Columns Mohawk Four Post Lift Installation	\$42,174.00 \$42,174.00 \$102,181.00 \$44,075.00 \$32,537.00 \$51,091.00 \$137,514.00 \$45,838.00 \$45,838.00 \$50,429.00 \$50,429.00 \$49,829.00 \$50,429.00 \$100,857.00	\$845,387.00	*
City of New Britain	Government	Connecticut - CT	Mohawk Vertical Rise Lifts Mohawk Two Post Lift Installation	\$776,227.00 \$54,654.00	\$830,881.00	*

School Board of Miami-Dade	Education	Florida - FL	Mohawk Vertical Rise Lifts Mohawk Mobile Column Lifts Hunter Wheel Service Equipment Installation	\$7,289.00 \$7,289.00 \$13,791.00 \$17,120.00 \$322,516.00 \$16,046.00 \$55,686.00 \$7,289.00 \$2,000.00 \$63,647.00 \$44,000.00 \$18,333.00 \$9,321.00 \$17,587.00 \$31,513.00 \$66,505.00 \$3,869.00 \$28,036.00 \$1,659.00 \$15,120.00 \$13,537.00 \$22,842.00 \$25,271.00	\$810,257.00	*
Defense Finance Accounting Service INDY VP GFEBBS	Government	Indiana - IN	Mohawk Mobile Column Lifts Mohawk Two Post Lifts Hunter Wheel Service Equipment Installation	\$116,990.00 \$116,990.00 \$17,349.00 \$76,456.00 \$76,456.00 \$76,456.00 \$76,456.00 \$50,853.00 \$59,140.00	\$667,144.00	*
State of Connecticut Department of Transportation	Government	Connecticut - CT	Mohawk Vertical Rise Lifts Mohawk Mobile Column Lifts Hunter Wheel Service Equipment Installation	\$133,846.00 \$4,214.00 \$87,321.00 \$4,619.00 \$14,329.00 \$14,329.00 \$5,578.00 \$1,068.00 \$63,118.00 \$63,118.00 \$39,099.00 \$48,789.00 \$14,881.00 \$14,881.00 \$14,881.00 \$29,209.00 \$29,209.00 \$14,881.00 \$14,881.00 \$29,209.00	\$641,450.00	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
-----------	----------	------------

26	Sales force.	Mohawk maintains our government leadership position based on a combination of factory direct employees spread nationally, with responsibilities across Canada, working hand in hand with Mohawks independent dealers. Mohawk and each supply partner has a various number of sales and service providers across North America. Mohawk has 4 internal sales representatives and a network of 150+ independent distributors and resellers nationwide (Exhibit #21 is a partial list of Mohawk dealers. A complete list available upon request yet disclosing the entire list (as this is a public document) can give competitors a "shopping list" of potential resellers), Hunter Engineering has 900+ representatives, Westmatic (Large Vehicle Washers) has 4 people across the U.S. and Canada while Gray Manufacturing has 4 factory government focused sales representatives. The overlap between companies' sales and service providers is a symbiotic relationship that increases overall business. An example is when an architect contacts Mohawk for lift specs for a new building, Mohawk contacts the area Mohawk reseller and joint partner suppliers to also have the sales representatives offer their specific products through the Sourcewell (often state adopted) contract. Likewise, the partner supplier field reps inform Mohawk if a transit agency needs not only the specific equipment they offer (and Mohawk quotes) but informs Mohawk if this same agency also needs a lift. Of the products offered within Mohawk's Sourcewell Catalog (exhibit #1), none of these companies have competitive products, yet all the products are needed by any garage. Since there are no competitive products there's never an issue with disclosing information. A great example is Pinellas Transit who procured \$65,000 in Hunter equipment, but with info from the Hunter representative also purchased sixteen 50K capacity Mohawk transit bus lifts. The same symbiotic relationship occurs with other supply partners.
27	Dealer network or other distribution methods.	Mohawk has a dealer network of 150+ Distributors and resellers nationwide (Exhibit #21). All Mohawk resellers, distributors and value-added suppliers' sales forces have been and continue to be trained on the successful use of nationwide government to government procurement MAS contracts. Many have attended Sourcewell U's, or Sourcewell sales accelerators to gain further insight into the government marketplace. When visiting a garage, distributors review the entire fleet being serviced and suggest which lift choices (or other equipment) and options are best suited for the agency's needs. See exhibit #22 as a sample member agency proposal that includes the lift, options, and later became a purchase order. Distributors can remove worn out or obsolete lifts, replace them with a current Mohawk model and train the shop technicians in the proper and safe use of the lifts. Hunter equipment is always sold, delivered, installed, and trained, with 500 nationwide dedicated installation and service reps all equipped with a vehicle stocked with the most common repair or replacement parts. These vehicles have an average value of \$40,000 to \$60,000 worth of equipment. As the name implies, distributors and dealers are Mohawks (and other supply partners) representatives in their respective sales areas. All who work with Mohawk have been educated and understand the benefits of Mohawk being the "awarded vendor of record" and how a cooperative procurement contract benefits their sales strategy in their specific geographic sales areas. Mohawk as the named and awarded vendor of record permits timely and correct quarterly reporting as opposed to asking groups of independent resellers if any of their sales of the last quarter went to any government agencies. Mohawk is always sure the proper sales figures and administrative remittance is sent to Sourcewell. As references, please ask our current Supplier Development Specialist, Jill Park, or any prior Sourcewell contracting officer.
28	Service force.	Service calls happen in 1 of 2 ways. The customer (government or private sector) calls the local Mohawk distributor as the two have established a relationship. Parts are available from the distributor. If needed, the service call is taken care of and the distributor invoices Mohawk for any component or time spent on site that was covered under the warranty. Or a lift user may call the Mohawk factory service dept and receive technical diagnosis over the phone. Mohawk's service department stocks dedicated service parts (exhibit #23) and can send out parts to fulfil service requests immediately and dispatch an area service provider. Mohawk's in-house service team is comprised of 4 people, a service manager, a field service manager (who working "hands on" with the reseller's service people), a dedicated parts associate and a person on the plant floor responsible for fulfilling and shipping service orders. Mohawk annual part sales as a percentage of Mohawk's overall business is minimal based on the longevity and design of a Mohawk Lift

29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	As explained in response #27, all Mohawk distributors and supply partner networks understand the value of cooperative procurement and benefits of Mohawk being the awarded vendor. Mohawk is constantly educating the sales forces to continue to grow our and our value-added partners sales successes while filling the needs of Sourcewell member agencies. It's clear that not all lift manufacturers educate the sales force, which is another reason that Mohawk (not the largest lift manufacturer) continues to lead all vendors in the government marketplace. (Exhibit #4) When an order is received either via mail, fax, or email by Mohawks order management team it is matched with the area distributors/resellers quote and entered into Mohawk's ERP system. If the area distributor has that lift in their warehouse it is promptly delivered to the end customer and installed (if installation was requested). After installation the end customers "signs off" on the training and installation paperwork. This "sign off" states their staff was trained in how to safely operate the lift, and the area distributor sends that paperwork back to Mohawk's order management team. Mohawk then bills the government agency. The same applies to value added supply partners. If the lift ordered is a built-to-order lift, the area distributor and government agency will supply Mohawk's team with the signed data sheet (exhibit #24). This will act as the "build sheet" as the lift(s) are being fabricated. The order will be scheduled, and a delivery date will be communicated to the distributor and agency buyer.	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Customer Service is priority #1 at Mohawk. Senior management embraces customer service so that all at Mohawk "take ownership" of the work they do. (See Exhibit #25) Mohawk believes in providing prompt responses to all customer inquiries. Telephones are answered by a live person. If a call is missed, the message is promptly responded to. Mohawk has protocols for gathering customer information and relaying that inquiry to the appropriate internal department or field service representative. Most questions are resolved in the same business day. For those that require additional time or attention, Mohawk has follow-up protocols to ensure the inquiry is completed to full customer satisfaction. As to "incentives" that help Mohawk and our dealers respond to customer service issues. (Exhibit #26) - Quarterly the entire Mohawk factory gets together for a catered lunch to go over the previous period's performance. - Mohawk "celebrates" employee anniversaries by compensating staff on their 1 year, 5, 10 (+++) years of service at Mohawk. Last spring one 40-year employee received a tenure bonus of \$4500. - Mohawk manufacturing employee incentives are based on meeting our customer service commitments for on-time delivery.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Evidenced by the longest established Sourcewell vendor and leading reporting vendor in the lift category, Mohawk is fully able to conduct business and provide products and services to Sourcewell members. Mohawk is always willing and eager to continue the relationship and growth of the Sourcewell award by EARNING the member business. Mohawk has completed transactions with member agencies nationally, requested agencies to become Sourcewell members before accepting orders and has attained 8 state adoptions of the Sourcewell award (soon to be 9 adoptions). State adoptions serve as a statewide contract in these 8 states. Mohawk continues to seek statewide adoptions nationally. Acknowledged from former contracting officer Kelly McAllister is when Mohawk attains a statewide adoption, most other awarded vendors also automatically receive the same statewide adoption although they've done nothing to earn the adoption. Whereas, Mohawk has engaged state central procurement to earn the statewide adoption. The competitive vendors and Sourcewell are the beneficiaries. Mohawk accepts this as a "cost" of Mohawk achieving another statewide adoption. Another example of willingness came about on Friday afternoon (11/17) at approximately 3PM. Steve Perlstein, Mohawk's President, received a call from Sourcewells Mike Domin. Mr. Domin inquired about Mohawk's willingness to extend our NYS state adoption for an additional year. This request came from NYS OGS (Office of General Services) at the request of OGS's Christine Anderson who works with Todd Gardner under Wendy Reitzel, the OGS director for services and commodities (wendy.rietzal@ogs.ny.gov). (Exhibit #7)	*

32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Across Canada, Mohawk has several sales/service and installation representatives. Supply partner Hunter Engineering has 90 different reps, Westmatic has two plus independent area service and installation representatives. As previously described, all supply partners have an adequate number of representatives to cover all of Canada. An example of Mohawk's ability to provided products and Services within Canada is every Canadian Department of National defense base from the Maritimes to the western provinces have a Mohawk 50,000lb. capacity four post lift and a 26,000lb. capacity two post lift. From a Canadian federal perspective, while Mohawk has 8 highly coveted National Stock Numbers (NSN's) assigned to Mohawk by the U.S. Dept. of Defense, the Canadian Military has assigned 3 additional NSN's numbers to three different Mohawk lifts. Included, are some examples of recent Canadian orders (Exhibit#27).	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	None – Mohawk can provide all products, installation, and service for all geographic areas. The more remote areas of the continent are not as easily serviced as the more populated areas, yet there is no part of North America that will not be fully served. Examples include lifts sent to Prudhoe Bay, Nome or Kotzebue Alaska or lifts shipped to Cold Lake, Alberta or CFB (Canadian Forces Base) Alert on Ellesmere Island as the world's most northerly, year-round inhabited place on earth (500 miles from the North Pole).	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	All government agencies are served by the Sourcewell award. Mohawk is the longest awarded vendor of the vehicle lift and equipment category. During Mohawk's tenure as a Sourcewell vendor, we have provided Mohawk lifts, Hunter Equipment, Westmatic vehicle washers and Gray portable shop equipment to schools, universities, transit agencies, water/sewer districts, county/city/state agencies, and not for profit agencies. Mohawk has a GSA contract as well as a NASPO Valuepoint award. None of these other contracts limit Mohawk's ability to promote one MAS award over another	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Agencies in Hawaii, Alaska, US territories, and some parts of Northern Canada do have freight restrictions. Mohawk only pays the freight to the closest US port and the agencies are required to pay freight charges to their end destinations like Nome, or Kotzebue Alaska (both extremely remote areas). People who live in these remote areas are accustomed to paying more for everything based on the remoteness of their locations.	*

Table 7: Marketing Plan

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	- Contract Announcement — Mohawk intends to commence our contract opportunity by announcing the achievement in the following ways: - Corporate Website MohawkLifts.com — Prominently display the announcement on the home page top hero section of our corporate website that links to a press release describing the award and contract parameters. MohawkLifts.com is visited daily by multiple procurement agencies and end users. - Social posts — The same press release to be posted to our growing audience of subscribers on Facebook and LinkedIn. - Print materials — - Sourcewell logo prominently shown — As with previous awarded contracts, the Sourcewell logo will be prominently displayed on the back page of every product brochure, catalog, and flyer (see Exhibit #28) - Trifold brochure/print mailer — Mohawk intends to update and distribute cooperative procurement trifold brochures for Mohawk sales reps and partner supply firm's sales reps to utilize as leave-behinds when visiting with agency reps. The compact nature of the trifold also makes for an excellent direct mailer to send at fiscal year-end or the start of new budget years. (see Exhibit #29) - Trade shows — Mohawk exhibits at many national and regional government-oriented trade shows as well as sponsorship support to a variety of organizations. In both cases, Mohawk intends to prominently display the Sourcewell logo in appropriate trade exhibit and sponsorship materials. - Trade show list — With a proud history of 30+ years of participation, Mohawk intends to continue exhibiting at the American Public Works Show (now called PWX), APTA (American Public Transit Show), and NTEA Work Truck Show. Additionally, Mohawk will continue to attend several regional trade shows such as the NYC Fleet show (see Mohawk's Steve Perlstein and Sourcewell's Kelly McAllister in Exhibit #6), the New Jersey League of Municipalities, and other regional shows.

b. A true RELATIONSHIP — Mohawk deeply values the relationships formed with Sourcewell over the course of our rich histories together. It would be remiss if we did not share an anecdotal example:

For two years, Sourcewell could not acquire booth space at the NTEA Work Truck Show. Mohawk sold a 10 x 10' exhibit area at the end of our joint Mohawk/Hunter booth. This gave Sourcewell the ability to meet with its member agencies. The third year Sourcewell acquired its own booth. (see Exhibits #30 from the show).

c. Let the Sourcewell flag fly (and magnets) — Mohawk proudly displays Sourcewell flags and magnets at all appropriate trade events (see Exhibit #31).

• One year, Mr. Duhn and Mr. McAllister came to Albany to attend the NYS OGS Gov Buys show only to realize the Sourcewell flags and magnets were left behind at their previous trade show. Mohawk provided Duhn and McAllister with extra Sourcewell flags or magnets for Duhn and McAllister to give other exhibitors.

4. Email — Mohawk intends to send promotional e-mails at key times throughout the year to our growing database of existing customers and prospects. This list consists of government fleet managers, procurement specialists and purchasing agents (see Exhibit #32).

5. Trade Publications — Mohawk advertises regularly and intends to include the Sourcewell logo prominently in several government fleet trade magazines, including Fleet Maintenance, Government Fleet, and School Transportation News. (see Exhibits #33,34 & 35).

6. Association partnerships — Mohawk is a 20-year member, sponsor, and participant in the National Council of State Fleet Administrators (NCSFA).

a. A history of introductions — Years ago, Mohawk encouraged Sourcewell to join the NCSFA. After Sourcewell became an NCSFA member, it was a natural fit for Mohawk to make sure Mr. Tony Glenz was properly introduced within the association. This tradition continued when Mr. Kelly McAllister took over the contract, and in 2023 with Mr. Andy Campbell.

7. Independent pro-cooperative procurement organizations — Mohawk participates with a growing number of independent public procurement advisor organizations that facilitate relationships between buyer and supplier. They are an excellent, neutral, and informative resource for government buyers to better understand cooperative procurement to make informed purchasing decisions. Most recently, Mohawk has been listed with the following organizations:

a. Procurated — Touting over 85,000 verified government, education, and non-profit users, Procurated is a neutral ground for buyers to explore and provide honest supplier reviews for others to see. Mohawk is currently 1 of 3 lift manufacturers ranked with an average rating of 4.9 out of 5 stars based on customer satisfaction and timely responses. (Exhibit #25)

b. Pavillion — Pavillion praises its ease of use for buyers to find the right match in search results, and then explore purchasing options.

Mohawk intends to actively participate in pro-cooperative procurement organizations like these as part of its continued contract marketing strategy.

8. Easy purchasing process — When a prospect receives a Mohawk quote, they are provided with easy-to-understand reference items that include the Sourcewell award or state adoption, their agency member number, and an itemized list of products that includes their discounted and delivered Sourcewell member price (see Exhibit #22).

9. Website (GovLifts.com) — At the epicenter of Mohawk's contract marketing strategy is the use of GovLifts.com featuring Mohawk, Hunter Engineering, Gray and Westmatic products. This site is truly one-of-a-kind and is unrivaled in the vehicle lifts and related garage equipment marketplace. It provides just the right balance of educational materials, ease of use, contract terms, pricing, and product information in order for buyers to make informed purchasing decisions. Some of the features include:

a. Home Page — Map showing various contract types including alternate contracts available to public agencies. Updates are made in near real-time.

b. Easy access to Sourcewell's dedicated page — Your page includes information on Sourcewell Award Number, Terms, Products, Pricing, FAQs, Member List, and more. Nick Trout's Sourcewell Overview video has been recently added and prominently displayed under our suite of product offerings.

c. 1000's of pictures (MohawkLifts.com/pics) — An excellent due diligence resource to visually compare Mohawk offerings to other options for customers to validate purchasing decisions.

10. Mohawk is Sourcewell's #1 advocate for cooperative procurement!

Using the old NJPA (and Sourcewell) saying; There are two questions; What are you going to buy? And how are you going to buy it? Sourcewell and cooperative procurement is the answer.

When a need arises, fleet managers know what they need and the quality they seek. Yet when cooperative procurement isn't used, a bid ensues.

A "bid" is a referendum on who offers the lowest price, or largest discount. Mohawk's sales reps and partner supplier reps have been taught that an invitation to bid is an invitation to lose as well as an invitation to competitors. Too often the results are not the

		equipment the fleet manager wanted. Procurement departments purchasing at the lowest price or largest discount does not serve the needs of their agencies. With this in mind, the last component of Mohawk's contract marketing strategy includes education. Mohawk actively seeks out speaking opportunities to educate agencies on the benefits of Sourcewell and cooperative procurement.	
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	1. Website Assets — Mohawk's government marketing activities are primarily centered around the in-house development, maintenance, and monitoring of following websites: a. www.govlifts.com — Its purpose is specifically for making the complex decision-making and procurement process easy for everyone who participates in the government buying chain of vehicle lifts and associated garage equipment. b. www.mohawklifts.com — For government purchasers, our main corporate website links off GovLifts.com and showcases an expanded view of each specific lift model. c. www.mohawklifts.com/pics — Also links off GovLifts.com, this site is an excellent due diligence resource to visually compare Mohawk offerings to other options in order for customers to validate purchasing decisions. Technology Used: All three sites are built in WordPress and are in accordance with web and search engine best practice standards. Content and images are tagged, keyword-rich, and assigned with optimized metadata to ensure strong page results in all major search engines. Results are monitored regularly in Google's latest business offering, Analytics 4 (GA4). Organic search is currently responsible for 73% of Mohawk's web traffic. 2. Marketing Automation — Mohawk utilizes Marketing Automation software for the following tasks and monitoring mechanisms: a. List management — We currently segment and manage a whitelist of 30,000+ existing customers and prospects consisting of government fleet managers, procurement specialists and purchasing agents. Updates are regularly contributed by Sales, Customer Support, and Marketing teams. b. Email marketing — Email is used as our primary source for government outreach in product education and promotion. All Mohawk email marketing strictly follows anti-spam hygiene and opt-out protocols. Customer questions and interest levels that result from emails are fed into, then monitored in our CRM system to become part of the customer's record. c. Lead management — When a customer product inquiry is made by web form, the type of information requested triggers specific automated actions performed within our Marketing Automation System and CRM simultaneously. All inquiries initially receive a personalized thank you email equipped with links to relevant brochure information. Concurrently, a local salesperson is notified within their CRM to manage the customer relationship, determine follow up engagements, and update the lead status as the prospect is guided through the sales funnel. Marketing Automation continues to provide additional relevant information at key points throughout the buyer's journey and is activated as the lead status changes. The goal is to provide efficient, personalized service that is rich with information, from inquiry-to-quote-to-sale-invoice-installation and beyond. 3. Inbound Marketing — Used to drive and monitor new web traffic, Mohawk incorporates the following inbound marketing techniques: a. Paid media — In addition to targeted monthly ad spend in Google AdWords, Mohawk commits to annual investments in various trade print and digital media. Digital ads are UTM-coded (Urchin Tracking Module) and frequently monitored for their effectiveness. b. Earned media — With decades-long relationships with a variety of trade publications, Mohawk is frequently asked for commentary on fleet safety and lift technology topics, provide contributing articles, as well as issue press releases when noteworthy topics arise. Inbound links from earned media are closely monitored. (Exhibit #34) c. Social media — Mohawk is currently active in growing our networks on YouTube, Facebook, and LinkedIn. Inbound links from social network posts are closely monitored. d. Referrals — Partner websites (Mohawk distributor network and product partners), directories, and representation on independent pro-cooperative sites like Procurated and Pavillion provide an ongoing flow of new inbound traffic referral sources and inquiries that are closely monitored. (New Exhibit #36) 4. Events a. Trade Shows — Mohawk exhibits at many trade shows throughout the year. Attendees contact information is captured either by a barcode scanning device service provided by the event host, or by simply collecting business cards. In both cases, the contact information is then added to our growing contact list of government fleet managers, procurement specialists and purchasing agents. b. Webinar Guest Speaker Opportunities — Mohawk is frequently asked to participate as a guest speaker for webinars hosted by a variety of trade publications and associations. Attendee lists are provided and added to our growing customer list of government contacts. A recent example is in September of 2023 at the NCSFA Conference, Sourcewell's Andy Campbell, heard a Mohawk/Hunter session titled "Keeping your fleet on the street – Advances in vehicle lifts and garage equipment technology".	*

38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	1. Sourcewell's role in promoting contracts is making an award to the most qualified national vendors. 2. After the award, Sourcewell needs to send a few press releases to various media and websites and update the Sourcewell website showing the new award. Sourcewell should assist the 8 states that have adopted this award to again be participants on a statewide level of the previous award's extension, while the states are reviewing the new award. 3. Once awarded, Sourcewell should properly show awarded vendors on www.sourcewell-mn.gov so member agencies can view the award. Beyond the above few items, sales success in the hands of the vendors to spread the word and market (sell) the products included in the award. Nothing else is expected, as Sourcewell is not expected to be a subject matter expert in lifts and capital repair shop equipment.	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	1. Mohawk does not have an e-procurement site. Vehicle lifts and equipment shouldn't be sold on a market basket shopping cart as some items can be. Mohawk's government website section dedicated to Sourcewell, (www.govlifts.com/sourcewell) shows everything an agency could want — including the contracts terms and conditions, the product, the discounted, and delivered price. 2. Mohawk was one of the early Sourcewell companies involved with Equal-Level. There is no e-procurement as lifts and equipment on this contract have members needing: - An agency site visit (as a 30' lift never fits a 20' long bay) - Verification the ceiling is adequately tall enough. - Verification that the concrete floor is adequate to safely install the lift (if the agency desires installation). - Visual Verification the members proposed lift(s) fits the vehicles (capacity and length) the member have in their fleet. 3. Mohawk believes that the face-to-face way of doing business is the best way in this marketplace for these types of commodities. Once the face-to-face visit occurs, to eliminate a chance of a mistake for a "built to order" lift, data sheets are filled out and signed off on by both the area Mohawk dealer and co-signed by the fleet director as the customer (see exhibit #24 as a silly example of a completed data sheet). 4. Information asked on the data sheet can only be assured of being correct when an experienced sales rep is at the shop location (as a 30' long lift never fits in a 25' garage bay). Everyone has heard the saying, "measure twice, cut once" the lift business is no different.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *
-----------	----------	------------

40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Mohawk Lift users are always trained when the member chooses to have the lift installed. Lift installations are an optional item with extra costs and vary by lift type, length, or capacity. Some members do their own installations as the more popular lifts are easy to install. Mohawks end customers are mechanically inclined and able to follow the simple instructions found in www.mohawklifts.com/ops (the website of installation and operations manuals). For lifts where the agency has chosen installation as an option, the installation comes with a "sign-off" sheet that the technicians in the garage have been trained to operate the lift. For Hunter wheel service equipment, installation and training is standard procedure provided by the area Hunter sales or service rep (totaling 900 people across the US and Canada). For Hunter equipment, ONLY when purchased through Mohawk, advanced training vouchers are included (training certificates) to attend high level training classes at one of 31 national training centers (generally vo-tech schools or colleges). Westmatic vehicle wash equipment users are trained at the end of the installation period. Other partner vendors have training available at the end of installation. Other value-added attributes. Mohawk lifts offers more value-added options than any lift company. Industry exclusive examples include: 1. The ability to make a 2-post automotive lift into a two-post turf maintenance lift. 2. A weight gauge option that shows the lift has been lowered onto the mechanical locks. 3. The wheel engaging adaptor saves time by not needing to position all four arms of a 2 post. 4. Mohawk mobile lifts permit raising a winged snowplow truck without the need of removing the wing plow. 5. A tire dolly to remove the heavy tires of a DOT type truck. 6. Mobile lifts with larger capacities (up to 240,000 lbs. or 8 columns at 30,000 lbs. each). 7. Mobile lift options such as fork-lift adaptors or front to rear adaptors rated at the necessary capacities others don't offer. Examples of all these options can be seen in exhibit #37,38, & 39 or www.mohawklifts.com/brochures. If a spare part is needed, member agencies can visit www.mohawklifts.com/commonparts. This site shows the part and pricing of 90% of any component ever needed. After the sale/installation, should a member agency require additional training for a new technician, annual lift inspections, or annual operation training (also required under the ANSI safety regulations), the area Mohawk reseller network provides these services. Per Automotive Lift Institute (ALI) bylaws, inspections are to be performed by third party service providers and not ALI member manufacturers.
----	---	---

41	Describe any technological advances that your proposed products or services offer.	Mohawk's technological advantages relate to added operator safety with multiple redundant safeties, increased shop efficiency/productivity, the ability of Mohawk Lifts to fit into spaces others won't, and the longest (warranty) in the lift industry. Examples include: • Weight Gauges (A Motor Magazine top 20 Tool winner). Mohawk is the only two post lift (the most popular lifts made) offering a weight gauge to show the tech has lowered the lifts onto the mechanical locks (per ANSI standards). The gauge is an added safety to #1 show the weight is resting on the mechanical locks and not on the hydraulics (exhibit #40), #2 to aid in diagnosing vehicle performance, and #3 A visual assurance the lift is not being overloaded. • Wireless mobile column lifts: Mohawk offers capacities from 14,000 to 30,000 lbs. per column for the heaviest vehicles (few companies offer columns over an 18,000 lb. capacities). Exhibit #41 shows a list of options with the necessary capacities for the services being performed on mobile lifts. (exhibit #39 & #42) • Mobile lifts Front to Rear Bumper Adapter: This feature gives the technician the ability to leave all 4 wheels hanging free for tire and brake service. Many offer this option in a 12k-15k lb. capacity, Mohawk's capacity is 26,000 for a real truck (not just a pickup). Exhibit #43 • Mobile lift Fork-Truck Adapter Kit: rated at 28,000 lbs. where most are just rated at 10,000 and are inadequate for use on anything but small forklifts. Exhibit #44 • The only two post lifts (the most common lift type making up most of all lifts sold) offering a clear floor work area, infinitely adjustable overhead hydraulic line, or hydraulic lines routed through the garage floor to leave nothing between the posts with the shop floor or ceiling clear. As opposed to Two post shown with limited lifting height. Exhibit #45 • Two post Speedlane option: This option allows a two-post frame engaging lift to become an instant drive-on lift. This saves a technician time, increasing efficiency and shop productivity, by not needing to position the 4 swing arms under every vehicle saving 5-10 minutes per vehicle. Speedlanes have added value in educational setting as they increase lift safety as inexperienced technicians may be less careful in properly positioning the four swing arms to the frames lifting points. Exhibit #46 • While not a technological advance, the warranty of a Mohawk two post lift is 25 years structural, with a full 10-year mechanical (moving parts) warranty. The next closest in the lift industry is 2 years if installed by a Rotary Authorized installer. This gives fleet managers peace of mind knowing they're standing under a vehicle that is manufactured to the highest quality standards. Fleet managers know a Mohawk lift won't be "down" for replacement of cables, cable sheaves, plastic slide blocks or leaking/broken rubber hydraulic hoses as Mohawk does not use any of these lesser quality components in the two post lifts. If a manufacturer's goal is to manufacture a lift for less vs. the best quality product, then steel and components aren't sacrificed. As a factual comparative, a 10,000 lb. capacity Mohawk 2 post lift weighs 2500 lbs. when shipped. A Rotary lift weighs less than 1,400 lbs. The Mohawk advantage lies in a lift that lasts and has no down time. Every, and any model or capacity of Mohawk Lifts offers features that others do not. These range from increasing end user shop throughput speed for efficiency to options and capacities not offered by other lift companies (included all options brochure exhibit #47). A Mohawk advantage is the lift is built to the highest level of safety as safety is not an option. Shown are comparative images of a top-down view of the construction of 2 competitive brands vs a Mohawk Mobile Column lift (Exhibit #48). Additionally, Mohawk mobile lifts come with retractable wheels as standard equipment and some brands are optional. (Exhibit #49). Safety is not an option, nor would anyone go weightlifting wearing roller skates vs. a stable set of shoes on the floor. Mohawks long term joint venture supply relationships with complimentary manufacturers (Hunter, Gray, and Westmatic) bring added value to Sourcewell members and to Sourcewell. The cross relationship of providing a Mohawk Lift to a member agency often leads to the sale of a Gray floor jack, Hunter tire changer or visa-versa increases member usage, increases statewide adoptions and Sourcewell reported spend.
----	--	---

42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Mohawk manufactures lifts that last much longer than other lifts. The Mohawk engineering design reduces the amount of replacement lifts, parts and waste directed into landfills. Mohawk utilizes many green initiatives in the manufacturing and packing process including: • #1 Reusing and recycling shipping materials. • #2 Sourcing from local and domestic suppliers with minimized packaging methods. • #3 Mohawk machine shops suppliers ship products in reusable wire baskets vs cardboard boxes piled on a wooden pallet (Exhibit #50) • #4 See Mohawk's Sustainability initiatives that discuss product lifecycle, supply chain management, facility/people, recycling, and waste Exhibit #51. Examples are: • Every product has a cost of ownership. Mohawk Lifts have the lowest cost of ownership as parts found on the most common two post lifts (rubber hydraulic hoses, lifting cables, plastic slide blocks) are not engineered into a Mohawk lift (see Dare to Compare exhibit #52). These lower quality materials (lower cost to manufacture) cost lift users hundreds if not thousands per year. Mohawk is built to last, creating less scrap metal, less waste, and lower maintenance due to the amount of replacement parts not needed. • As a US manufacturer, Mohawk is not using fuel to bring lifts and components from China (also meaning minimal supply chain delays during the few years of Covid) as opposed to most lifts which are "assembled" (or branded) in the US, Mohawk is a true manufacturer (Exhibit #53). Sourcewell's Mr. David Duhn and Kelly McAllister have both been to the Mohawk factory to witness Mohawk is a fabricator vs. an assembly shop of foreign made lifts. • Mohawk Lifts recycles the shipping tubes (meant to protect the lift in transit) again and again as opposed to welding, drilling, cutting, and throwing away shipping tubes. At times, when customers agree to return the shipping tubes vs throw in a dumpster, Mohawk passes on the cost savings of these to the customer (i.e., NYS Canal authority and the 36 shipping tubes that were used again on different lifts). Sourcewell should be assured the shipping tubes mentioned are not part of the lift, just a protector for shipping and not a structurally integral part of the lift. Using the shipping tubes over and over saves steel, labor, welding smoke and passes costs saving to the end users. • Mohawk recycles all steel, electric motors, recyclable trash, and cardboard. The Mohawk factory has two cardboard dumpsters while the office has multiple 90-gallon paper recycling bins. All bottles, plastic or cans go to a recycling bin vs. the trash bin. • Mohawk Lifts are shipped with a minimal amount of packaging materials (which end up in a landfill). Images in Exhibit #54 are comparatives of a Mohawk lift that weighs 2500 lbs. yet only has 4 pieces of recyclable banding, plastic wrap, two 4" wood blocks, recycle OSB wood to protect in shipment and a single cardboard box as waste. The opposite picture is the total amount waste of a standard automotive lift upon unpackaging.	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	There are no eco-lab certifications for lifts or any of the offered capital garage equipment. Due to the 25-year warranty and longer lifecycle (with minimal parts to be replaced) the state of WA in 2006 referred to Mohawk as a green manufacturer. This designation allowed Mohawk to exhibit at the Green Truck Summit section of the Work Truck show for years and allowed Mohawk to participate in the Washington Green Fleet Expo (Exhibit #31). The design of a Mohawk lift eliminates the parts needed to be replaced on other lifts. This means less cost, no downtime, and no annual maintenance bill to replace cables, plastic slide blocks, cable rollers and rubber hoses as Mohawk doesn't design lifts with these lesser quality components. The exhibit #55 titled steel bag is a comparative of lifts of Mohawk components vs. other lift brands. Included is the front page of the ANSI recognized Automotive Lift Institute "Lifting it Right booklet". Page 29 shows the maintenance items found on most lifts. The items circled are not found in any Mohawk designs, the cables shown are only warranted for 1 year, while the Mohawk chain is warrantied for 10 years. (Exhibit #56)	*

44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Mohawk is no longer a small business, nor a veteran owned, woman owned, or minority owned business. Yet as a manufacturer in NY, who holds a NYS state contract (Sourcewell based) Mohawk is required to do everything possible to direct business to WMBE and SBE companies as required by New York State. Mohawk purchases steel from a federally certified SVDSBE (service veteran disabled small business enterprise). Please see exhibit #57 from steel supplier T&T Materials Inc. Another example of Mohawk's diversity is the email (exhibit #8) from the state of North Carolina leaving the NASPO award after 15 years to adopt the Sourcewell award. Per North Carolina's Mr. Bahaa Jizi this is based on the woman owned status of Mohawks North Carolina based reseller. Mohawk actively seeks woman owned/minority owned resellers, supply companies, lift installation providers and all diverse business entities (printing, cleaning, painting, promotional materials).	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Mohawk offers the following unique industry attributes: • Product Quality is heads and shoulders above other lift providers (Exhibit #58) • Product Warranty provides Sourcewell members with the best value for their procurement dollar and the longest warranty in the lift industry. • Product Manufactured within the United States, meeting the FTA (Federal Transit Authority) Buy American requirements (see exhibit #16 a scoring metric from a former NASPO award as to which lift suppliers do and do not meet the FTA Buy America clause). • Mohawk offer features that no other lift manufacturer offers to make a shop more productive and efficient, ex: Speedlane, turf kit, and wheel engaging adaptor for the two post models or (Exhibit #59) mobile lifts options in capacities others do not offer (exhibit #41). • Product reliability and longevity (see letter from NYPD deputy Commissioner Robert Martinez or Mohawks www.procurated.com reviews Exhibit #20) Mohawk offers the largest variety of lifts to service all cars, mid-sized trucks, and larger trucks than any lift manufacturer. Add to this product variety, the industry exclusive options (Speedlane, Wheel Engaging adaptors, and weight gauge for two post lifts), the only US made parallelogram lift, and the heaviest capacity vertical rise, mobile, four post, and two post lifts. Mohawk offers complimentary products ranging from Hunter tire changers, wheel balancers, alignment machines, Gray portable shop equipment and the Westmatic large vehicle washes. For this RFP, Mohawk is adding the following machines as found in every repair garage: • Miller welding machines, • Liftpoint material handling service lifts (A two-year-old, unique and patented product) • Worky exhaust evacuation equipment and shop cabinets/benches • CAES refrigerant machines to service a vehicle air condition system. • Legacy Air Compressors Mohawk has been serving Sourcewell members for the past 14 years. Mohawk is the sales leader in the government marketplace (see exhibit #4) of Sourcewell sales, GSA sales and NASPO sales. Mohawk Lifts and the related complimentary products is why Mohawk is the #1 vendor in the category of spend and statewide adoptions. From senior management down, Mohawk and our supply partners believe in and have embraced cooperative procurement. We teach it, write about it, and make sure our field sales force is ready to use contract sales. Sourcewell's Tom Pertula (Sr. Director of Cooperative Purchasing) believes that despite not being the largest or oldest Sourcewell vendor that Mohawk brings "more" knowledge, experience, and proven ability to the table. Mohawk's President, Steven Perlstein has been a member of the Sourcewell vendor advisory council for the past 8-10 years. Steve shares his knowledge, discussing statewide adoptions, networking, being a panelist at H20, increasing membership for Sourcewell and teaching newer awarded vendors and their field sales staff to make the most of the Sourcewell award with Mohawk as the lead.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
-----------	----------	------------

46	Do your warranties cover all products, parts, and labor?	Yes, all products are covered. Exhibit #60 is Mohawks warranty. This warranty shown at the ending pages of the list price sheet, which is posted on www.govlifts.com/souurcewwell (across from the terms and conditions approx. 2/3rds of the way down the page). https://mohawklifts.com/library/Mohawk_Warranty_04.05.21.pdf Different lifts have different warranties. As stated, the overwhelming most popular lift is a two-post side by side, which Mohawk offers an industry leading 25-year warranty on the structure, backed by a 10-year warranty on the moving parts (roller bearings, chains, safety release lever, safety release cable, etc.). To best understand the quality and longevity difference of a Mohawk two post lift, please see exhibit #58.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No. There are no usage restrictions. Examples are several garages that run 2 or 3 shifts per day. NYPD, FDNY, and NYC Sanitation all have 32+ year old Mohawk lifts. These garages operate either 2 or 3 shifts per day. Please see exhibit #20 from NYPD former deputy commissioner Robert Martinez. These lifts have 60+ years of usage and are still going strong every day.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes, situation and product dependent. If a customer forgets where the "up" (or down) button is after being trained, the local representative might charge the agency if a special trip is needed. This can be handled easily over the phone, via virtual meeting or email. The operator is also able to read the instruction manual that was included with purchase or can be found online at www.mohawklifts.com/ops. If the issue is a defective part, Mohawk pays the local installer/service provider, and the user (agencies) don't receive an invoice.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Mohawk can provide 100% coverage in the lower 48 states of the US. Alaska and Hawaii are remote, as our rep in Alaska lives in Anchorage and doesn't travel to Juneau, Nome, or Prudhoe Bay every week. The same applies to parts of Hawaii and areas in Canada. Mohawk is more established in the US than in Canada. We know 90% of the Canadian population lives 100 miles from the US border, yet there are Mohawk lift installations in remote places like Cold Lake Alberta the Yukon or CFB Alert (the northerly most year-round inhabited place on earth). A service call to Cold Lake Alberta or Nome Alaska doesn't happen overnight, yet for 40+ years we've handled most service issues over the phone. In remote areas customers know the reliability of Mohawk. They buy Mohawk recognizing there are not 10 service centers to show up in an hour. Remote agencies buy Mohawk for quality, reliability, and longevity. As a manufacturer, Mohawks factory employed service team handle most service questions over the phone. Customers are also able to email Mohawk at service@mohawklifts.com. After hours the Mohawk telephones are answered by an outside answering service up until 6PM Pacific time. The answering service will call one of the service staff after hours to return a customer's call.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	The Mohawk value-added supply partners (Hunter, Gray, Westmatic, etc) each cover service directly with their service departments. Mohawk only partners with the highest quality manufacturers in their respective fields. If not, the marginal quality of other manufacturers' products may reflect on Mohawk and future lift sales.	*

51	What are your proposed exchange and return programs and policies?	Lifts are not generally a returnable item. Precautions are taken in advance of shipping as every 4 post, mobile, parallelogram or large two post is fully set up and made operational prior to leaving the factory. Lifts are big, heavy to move and expensive to re-ship. These are the reasons every lift has detailed specs on the back page of each flyer (emailed and a hard copy is mailed when a customer inquiries). See exhibit #61 for a typical product flyer and the back page for specs and measurements. An example of great customer service (not the fault of Mohawk) is the 50,000 lb. capacity four post lifts Pinellas Transit purchased. After installation Pinellas Transit asked Mohawk to exchange 24" wide runways (which they acknowledged they ordered) for 32" wide runways. Pinellas paid freight in both directions and paid extra fees to exchange the 24 for 32" wide platform. In the lift industry large lifts are built to order. No lift industry manufacturer keeps every model of large 4 post, vertical rise, or parallelogram lift in stock. This is because each lift is different. These built to order lifts require a "data sheet" (a build sheet). Exhibit #24 requires the signature of both the using agency and the Mohawk representative. The data sheet asks certain questions about the lift, the facility, the options, track lengths or widths. In 30+ years of requiring data sheets, only one time did a reseller measure the bay length incorrectly, causing the runways to be returned, welded shorter and resent to the agency. One mistake in thousands of lifts is a very good average	*
52	Describe any service contract options for the items included in your proposal.	None. The ANSI (American National Standards Institute) requires lifts to be inspected annually. Per the ALI (Automotive Lift Institute) independent inspectors must perform these inspections. ALI feels that if lift manufacturers were to perform the annual inspections, it's akin to the fox guarding the hen house. I don't believe any ALI member inspects their own lifts as this has been an ongoing discussion within ALI, and this was a topic at a recent ALI membership meeting.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Standard payment terms are Net 30 days from invoice date. Mohawk will extend payment terms in cases of statewide adoptions or an agency term being 45 or 60 days. Mohawk accepts checks, wires, ACH payments, and p-cards. Mohawk also allows financing if the member agency is using a finance company such as Sourcewell awarded vendor NCL (National Cooperative Leasing).	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	Mohawk offers financing through National Cooperative Leasing (NCL), a Sourcewell awarded vendor. The NCL Alternative Funding Solution video is displayed at the bottom of Mohawk's Sourcewell webpage (https://govlifts.com/sourcewell/). Mohawk assists with connecting the agency to the proper person at NCL to start the paperwork process if using financing. NCL is also an awarded Sourcewell Legendary Leader award recipient.	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Exhibit #22 is the quote proposal we send member agencies (which includes the agencies Sourcewell member ID) a brief set of terms and conditions, and the product the member asked about. Included in this exhibit is the PO that was generated from the proposal. Likewise, the terms and conditions can be found on our website about ¾ of the way down on the page. www.govlifts.com/sourcewell.com.	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, Mohawk accepts P-Cards as payments. No, there are no additional costs associated with the use of P-Cards.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
-----------	----------	------------	--

57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Mohawk and all supply partners have a published list price. Mohawk and all supply partners offer a discount percentage off MSRP (list price). Over the 14 years of being an awarded Sourcewell vendor, Mohawk's prices have changed but the discount percentage off list price remains consistent. Prior to posting new prices on www.govlifts.com/sourcewell, a Product and Pricing request has been submitted to Sourcewell and only after approved, does Mohawk make the price changes to this website. Mohawk, Gray, and Westmatic have one discount percentage off list. Hunter, discounts vary based on either the product category of A; light duty or B; heavy-duty products. - All offered prices include delivery to Sourcewell members in the 48 continental states (AK, HI and Canadian customers pay freight from the closest shipping or border crossing). - All prices include the proposed 1.4% Sourcewell administrative remittance. - Every companies products have a specific part number (SKU), which is included in the uploaded price list of each supplier. - The list, discounted prices, and SKU #'s can all be seen on www.govlifts.com/sourcewell. - Unlike other vendors who have different prices, don't include freight costs, or have varying freight terms and conditions on other MAS contracts, Mohawk's GSA, Sourcewell, NRECA and NASPO prices are all the same. Mohawks consistency is why states choose to adopt Sourcewell as the basis of award when considering a statewide adoption. All Sourcewell needs to do is visit www.gsaadvantage.gov or Portfolio Details - NASPO ValuePoint to realize that some Sourcewell lift vendors don't include freight for Sourcewell yet they do with NASPO. Or the pricing on a GSA award, vs a Sourcewell award vs. a NASPO award are all different. With Mohawk the sole difference is the administrative remittance which Sourcewell has lowered to equal NASPO when we seek a statewide adoption.	*
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Mohawk Lifts – 15.68% off List Price Hunter Engineering – Light Duty Products 21.91% off List, Heavy Duty Products 10.75% off List Gray Manufacturing – 10.77% off List Price Westmatic – 10.77% off List Price Miller Welding - Low Capacity Products 19.37% off List Price, Heavy Capacity Products 10.01% Off List Price Liftpoint USA material handling service lifts – 8.74% Off List Price Legacy air compressors – 10.77% off List Price Worky exhaust evacuations and shop work benches - 10.77% Off List Price CAES air conditioning (AC) freon reclamation - 16.35% off List Price	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	Mohawk does offer volume discounts on the most popular two post lifts and at times with large orders (ie. Delaware DOT) has lowered the pricing to the agency.	*
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	In our years as a Sourcewell vendor this has happened very infrequently. If it does occur the calculation for the sourced item is cost +10% + the 1.4% administrative fee.	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	In keeping with Mohawks best value proposition and unlike most lift manufacturers 1. When Mohawk ships a lift, truck adaptors (required to be used when raising a pickup or work truck) are standard equipment vs. optional equipment as charged throughout the lift industry. Truck adaptors are needed if lifting any vehicle beyond a passenger car. (Exhibit #62) This picture taken from under a pick-up shows the silver-colored truck adaptors making the connection between the four swing arms and the truck frame that are included as standard with every Mohawk lift. A few of the extra truck adaptors not in use can be seen mid-height mounted on the columns. 2. Mohawk lifts come with an electrical cord attached with a	

male plug pre-wired, and the female plug in each parts box. Most lift manufacturers do not include the wire or both halves of the electrical plugs.

3. Mohawk Lifts are shipped with a special low temperature rated hydraulic fluid already in the power unit. Most lift companies do not include hydraulic oil.

4. Mohawk's DC (battery operated) mobile lifts includes two high quality US made deep cycle, gel filled marine type batteries with the lift, vs. some lift brands that don't include batteries and make the customer provide the batteries (of a good or poor quality).

As stated, some agencies choose to install their own Mohawk lifts, others choose to have it done for them. There are no flat percentage costs of installing a lift. Some lift installations can take a ½ day, some 3 days plus for the largest 48' long lifts. When requested, installation is quoted as a separate line item by Mohawk, yet the service is performed by the local reseller and added to Mohawk's Sourcewell proposal.

Self-installation by a member has no effect on the warranty. The people who use lifts are quite mechanical. The most common lifts sold take just ½ a day to install.

If a member agency chooses to have the lift installed, it is done by the area installation and service provider.

There are occasionally special conditions beyond a "normal" installation and are considered a "nonstandard" Installation. These consist of:

- Permanent electrical wiring to the lift - Mohawk nor our field reps are licensed electricians in every state/city/county and cannot do permanent electrical wiring.
- Concrete work – if a shop floor is not thick enough to safely anchor the lift and a member requests Mohawk to pour a new concrete floor. Mohawk cannot pay to pour a new concrete floor. Concrete requirements are stated on the back page of every brochure yet 99% of the time shop floors are adequate for installation. The local Mohawk representative pre-site visit is what tells us the floor is of good quality or if not are able to assist the customer in sourcing a vendor for concrete work.
- Disassembly of existing Lift - If a lift is ordered and there's another lift already in that garage bay. At times, Mohawk's local representative is required to disassemble and install the existing lift in another bay (disassembly takes as much time as assembling a new lift). In some cases, Mohawks' local service provider is requested to disassemble and dispose of an existing lift.
- Forklift Rental needed for Installation - An option most member agencies avail themselves of to save procurement funds is assigning an agency employee to drive the agency forklift and position the heavy pieces. Most members have a forklift. Mohawks installers do not drive a member's forklift. However, when the member assigns a person to position the parts, then Mohawks local installer can save the agency the cost of renting a forklift (sometimes 2 for the longer vehicle lifts). If the member agency isn't willing to use their forklift, then one (maybe two) must be rented by the local installer.

Installation and Training of Hunter equipment is included in the contract price of Hunter Products.

Installation and training of Westmatic equipment is a separate cost and quoted as a separate line item by the supplier or local dealer as part of the Sourcewell proposal.

Installation of LiftPoint USA lifts is optional.

Installation of Legacy air compressors is optional.

		Miller welders require no installation. Installation of Worky exhaust evacuation equipment and assembly of Worky cabinets and benches is an available option (site dependent).	
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Mohawks freight policy (and all joint venture supply partners of the award) has always been FOB delivered to anywhere in the lower contiguous 48 states. Freight is not an extra charge, nor are there extra fees to remote areas of the US. For agencies in Alaska, Hawaii US territories or Canada, Mohawk prepays the freight to the ports of Seattle, Long Beach, Miami, or nearest border crossing with the remaining ocean freight and over-land delivery charges borne by the using agency.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	As described in response #62, freight to Alaska, Hawaii, US territories or Canada is FOB freight prepaid to the desired port of departure in the 48 continental U.S. For all of Canada, Mohawk pays the freight to the US/Canada border where the member becomes responsible for additional freight charges to any of the provinces and the destination.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	The most common two post lifts are often stocked in the warehouses of the area resellers. To expedite delivery for the member agencies, Mohawk often accesses that inventory for immediate delivery. Our resellers generally know a member is about to purchase as it likely they who sold the lift. When Mohawk accesses the inventory of the area resellers, member agencies benefit in the form of faster delivery and resellers benefit from faster inventory turnover. Other lifts are built to order (BTO). For these models, when a purchase order and a member signed data sheet (exhibit #24) is received Mohawk begins fabrication. Upon completion the lift(s) ships to the agency. As the lift was sold by the area reseller, Mohawk keeps the reseller informed so they can schedule installation (if desired by the member) immediately upon arrival	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	While our area reps sell, they do not create the quotes. All MAS awards have Mohawk as the awarded vendor and Mohawk's internal team prepares all the proposals for Mohawk's dealers and supply partners nationally. Mohawk's internal sales team provide the Sourcewell contract details on every Sourcewell member's proposal, the Sourcewell member ID number, and an individual quote number. This ensures proper pricing. Mohawks internal teams are provided with a quote template that automatically imports correct pricing. Sourcewell members also have 24/7 access to current pricing on www.govlifs.com/Sourcewell. As a requirement of other MAS contracts, this website is kept up to date with current pricing. Mohawk's ERP system allows Mohawks order management team to record received PO's, giving each PO a designated sales order number that continues to be referenced until turned into an invoice. The sales order allows Mohawk to store the Sourcewell member ID, the customer's billing address, shipping address, and all required reporting information. This method of sales/auditing and assigning POs to the proper MAS award is why Mohawk always receives perfect scores (see exhibit #63) from the Federal GSA. This system makes quarterly reporting simple as orders can be segregated into dealer sales, private sector sales, GSA sales, Sourcewell sales, NRECA sales or NASPO sales. All MAS contracts and certain national accounts seek quarterly reporting. To ensure absolute accuracy in reporting, the independent dealer networks have been taught that Mohawk Lifts is always the named vendor of record for every transaction. This method leads to 100% reporting accuracy. Simply stated, dealers sell, and invoice private sector garages while Mohawk always invoices the public sector. This requirement is written in the annual Mohawk dealer contract and dealers must comply with the requirements of the different MAS awards reporting. As references of timely and completed reporting please ask Mohawks current or former Sourcewell's contract development administrators Mike Domin, Kelly McAllister or Tony Glenz. Mohawks original point of contact has retired. As a 14-year experienced Sourcewell vendor, Mohawk understands the importance of being punctual with all obligations as reporting and payment of administrative remittance is the responsibility of being a complaint vendor.
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	• Mohawk has an internal weekly sales report showing which government sales (by model and amount) went through the Sourcewell award. • Quarterly reporting to Sourcewell (which recently hit an all-time quarterly high). • Mohawk checks our regional sales rep's performance to determine if certain models shipping to government agencies are being sold through any other method besides contract sales. If not, that region is contacted on their performance and if further action is needed, a refresher class of Sourcewell and contract sales happens.
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	To keep the contract consistent with Mohawks 3 previously awarded contracts, Mohawk again proposes a 1.4% administrative fee.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Mohawk has offered a wide variety of capital equipment for the Sourcewell member agency garages. The below equipment offering is found in the overwhelming majority of automotive (or truck) repair garages. (Exhibit #1) • Mohawk light, medium and heavy-duty lifts of various types and capacities (exhibit #71) to raise and service any vehicle. • Hunter Engineering, supply partner of 22 years, offers a complete line of wheel service equipment including tire changers, wheel balancers, brake lathes, alignment racks, ADAS machines and test equipment. Hunter has been a Sourcewell supplier with Mohawk for 14 years and 3 contract periods. • Gray Manufacturing offers a full line of portable shop equipment ranging from floor and transmission jacks to a smaller capacity mobile lift, shop presses and jack stands. Gray has been a Sourcewell supplier with Mohawk since the original NJPA award of 14 years ago. • Westmatic Corporation offers a full range of large vehicle washing equipment. Westmatic was a supplier for the first NJPA award with Mohawk in 2009. Mohawk reports millions in annual agency usage. New offerings include: • Worky brand of exhaust evacuation and garage work benches. • Miller Welding machines • Liftpoint material handling service lifts (for servicing material handling equipment) • CAES vehicle air conditioning service equipment. • Legacy Air Compressors Sourcewell seeks an award with the breadth and scope to satisfy the needs of member agency garages. The Mohawk Lift offering of capital equipment permits members to access the discounted and delivered prices of the most common pieces equipment found in any garage. The five new suppliers have expressed a keen interest in working with an experienced Sourcewell supplier who is willing to teach these companies and their sales teams how contract sales serve government facilities while also growing their government market share. Acceptance of these new products under the Mohawk award puts Sourcewell at a huge advantage over the NASPO vehicle lift award. NASPO doesn't offer these 5 new categories. This advantage will lead to additional statewide adoptions. Examples include state level adoptions in GA, NV, MO, NY and soon to be NC. These 5 states withdrew from the NASPO vehicle lift contract and established a Sourcewell adoption to better serve their state agencies and political sub-divisions with more choices of equipment. One state wants to adopt the Mohawk award yet cannot based on state procurement statute of only being able to participate with the highest scoring vendor of a cooperative contract. Mohawk did not have the highest score on the prior award. Hopefully, increasing the Mohawk offerings plus Mohawk Lifts safety, quality, best value proposition, and continued sales leadership will allow Mohawk to finish as the top scoring vendor.
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	#1 Mohawk Vehicle lifts and related accessories #2 Wheel service equipment (tire changers, wheel balancers, aligners, brake lathes, test equipment) #3 Westmatic Large vehicle washers #4 Gray Portable shop equipment (floor jacks, jack stands. shop presses, filter crushers, bumper lifts) #5 Miller welding equipment and accessories #6 CAEUSA/Texa freon exchange (AC machines) equipment #7 Legacy Air Compressors #8 LiftpointUSA material handling lifts and accessories. #9 Worky exhaust evacuation equipment and garage work benches and cabinetry.

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
71	Vehicle lifts	☒ Yes ☐ No	Mohawk US made lifts have the lowest cost of ownership, the widest range of lift types, lift capacities (7,000 to 240,000 lbs) and offer more options than any other lift company. Mohawk Lifts is an experienced Sourcewell vendor and leading supplier in this category for 14 years..	*
72	Diagnostic equipment	☒ Yes ☐ No	Supply partner Hunter Engineering offers diagnostic equipment to determine alignment, steering, braking, tire wear plus the largest offering of wheel balancers, tires changers, brake lathes, alignment racks, ADAS (Advanced Driver Assistance Systems) and a full offering of heavy truck equipment. Hunter is US made & the largest manufacturer of this type of equipment.	*
73	Stationary air compressors and ventilation systems	☒ Yes ☐ No	Mohawk offers the full line of Worky exhaust evacuation products, reels, hoses, blowers, and fans to serve automotive or heavy duty applications	*
74	Garage tooling and equipment	☒ Yes ☐ No	1. Mohawk's offers the Miller brand of welding equipment (as every public sector garage has a welder). 2. Gray Manufacturing line of portable shop equipment which ranges from floor jacks & jack stands, shop presses, transmission & floor jacks	*
75	Vehicle wash systems	☒ Yes ☐ No	For the 14 years when NJPA started this category Westmatic large vehicle washes have partnered with Mohawk to supply school bus, transit, & various types of large vehicle washes to Sourcewell member agencies. The 8 states that have adopted the Sourcewell contract all have Westmatic available.	*
76	Related parts, supplies, and accessories related to the offering of 71 - 75 above	☒ Yes ☐ No	Mohawk & all supply partners offer a variety of accessories to broaden the scope of the vehicles being serviced & options needed.	
77	Installation, repair, and maintenance services related to the offering of 71 - 75 above	☒ Yes ☐ No	Mohawk through our national network of independent resellers, distributors, installers have always offered installation of lifts. The same group of resellers all have repair, service, and maintenance departments. These are the same companies that become the annual inspector of the lifts to meet the ANSI standard of independent annual lift inspections.	

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 78. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Contract terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract Template provided in the “Bid Documents” section. Proposer must upload the redline in the “Requested Exceptions” upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Contract.

Do you have exceptions or modifications to propose?	Acknowledgement *
	☐ Yes ☒ No

Documents**Ensure your submission document(s) conforms to the following:**

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”
 - [Pricing](#) - Pricing.zip - Thursday December 07, 2023 16:21:01
 - [Financial Strength and Stability](#) - Financial Strength and Stability.zip - Thursday December 07, 2023 16:19:34
 - [Marketing Plan/Samples](#) - Marketing Plan-Samples.zip - Thursday December 07, 2023 14:37:41
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - Warranty.zip - Thursday December 07, 2023 14:38:13
 - Standard Transaction Document Samples (optional)
 - [Upload Additional Document](#) - Additional Docs.zip - Thursday December 07, 2023 14:38:30
 - Requested Exceptions (optional)

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Christine O'Reilly, CFO, Mohawk Lifts LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_2_RFP_121223_Vehicle_Lifts Wed November 15 2023 03:04 PM	☒	1
Addendum_1_RFP_121223_Vehicle_Lifts Tue November 14 2023 04:21 PM	☒	2

MODEL TD-1000AH

AIR / HYDRAULIC • HIGH RISE • SIDE SHIFTING • TIRE DOLLY



**FOR FASTER,
SAFER & EASIER
HANDLING OF ALL
HEAVY DUTY TIRES**

FOR USE WITH ALL SINGLE & DUAL TRUCK TIRES

- 1000lb. or 2000lb. lifting capacities for the heaviest tires
- Use with any lift or any time heavy-duty truck tires must be removed
- Full 45" lifting height
- 6" side shifting ability makes alignment of wheels to lug holes easier
- Heavy-duty conveyor type rollers on lifting arms aid in realignment of bolt pattern
- When fully loaded, heavy duty 4" steel ball bearing casters allow easy movement
- Two rear 360 degree swivel casters are equipped with caster locks
- Tilting lift arms aid hub realignment and provide additional stability to the fully loaded dolly
- Safety chain provided to secure loads
- Foot pump allows for easy hands free operation making tire removal and replacement a one man job
- Ideal for placing tires on heavy duty wheel balancers
- Counterbalanced models available for parallelograms
- Foot operated air/hydraulic power unit
- Fully assembled & ready to use

MOHAWK LIFTS

Americas Best Lift Investment...

Still proudly designed, welded
and manufactured in the U.S.A.



MODEL TD-1000AH

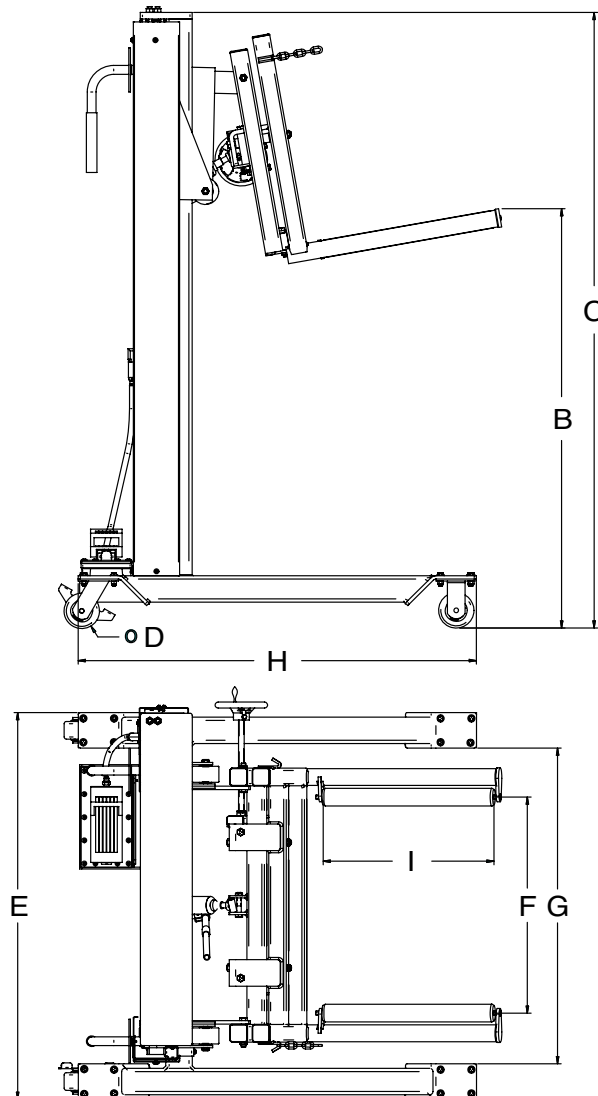


Air / Hydraulic
Foot Pump

SPECIFICATIONS:

Capacity:	1000 lbs.
Lifting Height (B):	45 1/4"
Overall Width (E):	44 3/4"
Overall Length:	44 3/4"
Overall Unit Height (C):	69 3/4"
Width of Lifting Arms (F):	24"
Arm Conveyor Length (I):	19 3/4"
Side Shifting Adjustment:	3" Left or Right
Max. Arm Tilt Angle:	13°
Min. Support Leg Clearance (D):	6"
Min. Arm Elevation:	3"
Air Operation:	Foot Control Up & Down
Casters:	4" Ball Bearing Type with Locking Rear 360° Rotation
Shipping Weight:	474 lbs.

* Specifications subject to change without notice



DIMENSIONS:

A = 2 1/8"	F = 24 1/2"
B = 45 1/4"	G = 35 3/4"
C = 69 3/4"	H = 41"
D = 4"	I = 19 3/4"
E = 43 3/4"	

AUTOCAD specs available online at
www.mohawklifts.com/specs

MOHAWK LIFTS

Mohawk Lifts, LLC.
P.O. Box 110
65 Vrooman Ave
Amsterdam, NY 12010
(800) 833-2006
(518) 842-1431
FAX: (518) 842-1289
www.mohawklifts.com

AVAILABLE UNDER DISCOUNTED GOVERNMENT
CONTRACT IN ALL 50 STATES



DISTRIBUTED BY:

MOHAWK LIFTS

Vendor: **MOHAWK LIFTS LLC**
 PO Box 110, Amsterdam, NY 12010
 Phone: 800-833-2006 Fax: 518-842-1289
 Contact: Jamie Dermody x 1500
 Email: jdermody@mohawklifts.com

#VALUE!

For purchase of Mohawk equipment using:

Sourcewell Contract #
121223-MRL

Valid: 02/07/2024 - 02/12/2029

**All quoted equipment has been Competitively Bid and Awarded
 and is Guaranteed Best Government Pricing. Freight Included @
 No Charge.**

CUSTOMER
Tony Jones
City of Cocoa, FL
Cocoa, FL 32922
304-359-4755
tjones@cocoafll.gov

QUOTE NUMBER	QUOTE DATE
Jones-TR25-042225-32922	7/1/2025
Freight Terms:	FOB Destination, Freight Prepaid
Payment Terms:	Net 30
Lead Time:	Model Dependent
Good Through:	July 28, 2025

Part Number	Description	Qty	List Price	Purchase Price	Total
025-025-005	TR-25A (25' Tracks) 25,000lb (with Standard Airlock Release)	1	\$ 39,080.00	\$ 32,953.91	\$ 32,953.91
019-000-010	RJ-15 Rolling Jacking Beam (15,000 lb capacity)	2	\$ 9,435.00	\$ 7,955.99	\$ 15,911.98
025-014-037	Alignment Cutouts - w/ Tapped Leg Bases for leveling (Hunter turnplates 25-18-1 or equivalent)	1	\$ 3,900.00	\$ 3,288.65	\$ 3,288.65
601-700-022	TD-1000-AH-N, Tire Dolly, Air/Hydraulic	1	\$ 6,125.00	\$ 5,164.86	\$ 5,164.86
Installation	Installation (Bolt Down & Training)	1	\$ 6,288.00	\$ 6,288.00	\$ 6,288.00
Other	OTHER EQUIPMENT TO CONSIDER		\$ -	\$ -	
025-003-036	RJ-25 Rolling Jacking Beam (25,000 lb capacity)		\$ 10,405.00	\$ 8,773.94	
025-014-013	Track Light Kit (30' Tracks - 8 Lights)		\$ 4,430.00	\$ 3,735.56	
025-011-024	Rolling Oil Drain Pan, 25 Gallon Capacity		\$ 2,105.00	\$ 1,775.03	
025-011-137	Air Line Option, TR19, FL25, TR25 - 25FT to 30FT		\$ 2,170.00	\$ 1,829.84	
025-014-006	110V Cross rail Outlet Kit, TR-25A		\$ 1,765.00	\$ 1,488.32	
025-012-070	Drive Thru Ramp ,TR-19, FL-25, TR-25 (5' x 24")		\$ 3,210.00	\$ 2,706.81	
601-700-025	ST-2000 - Scissor Lifting Table, 2,000 lb, Air/Hydraulic		\$ 10,400.00	\$ 8,769.72	
025-012-069	Track Extensions - 3' (Set of 2) - Must specify Front, Rear, or Both		\$ 3,300.00	\$ 2,782.70	

***After Receipt of Completed Order - When applicable, includes signed quote, data sheets
 and receipt of required payment**

SUBTOTAL	\$ 63,607.40
Sales Tax (if applicable)	Add if Applic.
Credit Card Fee**	
TOTAL	\$ 63,607.40

NOTES:

Click here for: [Mohawk W9: mohawklifts.com/w9](https://mohawklifts.com/w9)

This quotation is subject to the terms and conditions noted on the following page

V2.25.3

TERMS AND CONDITIONS

- 1) This order is subject to the Terms and Conditions of Sourcewell Contract #121223-MRL
- 2) A fork truck must be supplied at the offload site to unload the equipment from the freight carrier and, if applicable, for installation.
- 3) The Customer is responsible for inspecting all Products at the time of delivery and before signing the delivery receipt, freight bill, or bill of lading. Should the customer determine at the time of delivery that any items are damaged or missing the Customer must note the item, discrepancy, or condition on the delivery receipt, freight bill, or bill of lading. Mohawk is not responsible for missing or damaged products when the Customer has signed the delivery receipt, freight bill, or bill of lading in good condition. If equipment is refused at time of delivery or returned as undeliverable, shipping costs and restocking fees may apply. Standard commercial packaging applies.
- 4) Quoted installation does not include electrical hook-up or any concrete work which may be required. Electrical and any concrete work that may be required must be performed prior to installer's appointment date.
- 5) Quoted Installation does not include any unforeseen circumstances such as plumbing, electrical, in floor heat, rebar, steel structures, drain, or drain slopes in the existing floor. Installation price is subject to change if the lift is unable to be installed at the time of scheduled appointment, if the shop condition is not ready for installation (lack of adequate concrete, no electrical service, etc), or any other condition which would require additional return trips by the installer.
- 6) Price does not include Sales tax (unless applicable), duties, brokerage, or any other fees. Down Payments are Non-refundable.
- 7) Any and all permits, licenses, fees, etc. are the Customers' responsibility.
- 8) If installation cannot be performed at the time of delivery, then equipment must be paid within terms specified from invoice date. Installation charge to be paid when service is performed.

DUNS: 117797939 / CAGE CODE: 8VDK6 / UEI: F9QME4G11RT5 / FEIN: 85-3221959 / SMALL BUSINESS SAM REGISTERED

Quote# Jones-TR25-042225-32922

V2.25.3

To place your order using this quotation, please fill in the following required information:

BILLING INFORMATION

SHIPPING INFORMATION

☐ Same as

Name: _____

Name: _____

Address: _____

Address: _____

Contact: _____

Contact: _____

Phone: _____

Phone: _____

Email: _____

Email: _____

Delivery Hours/Instructions: _____

Acknowledged and Accepted by:

Authorized Buyers Name (PRINT)

Authorized Buyers Signature

Title

Date

Phone

Email

Remit orders to:

MOHAWK LIFTS LLC

PO Box 110, Amsterdam, NY 12010

ORDERS@MOHAWKLIFTS.COM

BUY ONCE. BUY RIGHT. BUY A MOHAWK!



July 1, 2025

To: All Departments

Subject: Approved use of Sourcewell contract 121223-MRL

The Purchasing Division has reviewed Sourcewell contract 121223-MRL with Mohawk Lifts, LLC for Vehicle Lifts and has confirmed that the terms are acceptable for departmental use through its expiration of February 12, 2029. Service agreements and purchase orders issued prior to this date will remain in effect for the agreed period.

Sourcewell contract 121223-MRL gives access to the following types of goods and services:

Two-post lifts	Hunter wheel balancers
Four-post lifts	Hunter alignment systems
Parallelogram lifts	Hunter brake lathes
Mobile column lifts	Mark VII vehicle washes
Fork truck service lifts	Gray service jacks
Hunter tire changers	Westmatic large vehicle washes

Pricing for contract #121223-MRL offers Sourcewell participating agencies 8.74% - 21.91% discount off list price, depending on the product purchased:

Product	Discount %
Mohawk Lifts	15.68
Hunter Engineering- Light Duty Products	21.91
Hunter Engineering- Heavy Duty Products	10.75
Gray Manufacturing	10.77
Westmatic	10.77
Miller Welding - Low Capacity Products	19.37
Miller Welding - Heavy Capacity Products	10.01
Liftpoint USA material handling service lifts	8.74
Legacy Air Compressor	10.77
Worky exhaust evacuations and shop work benches	10.77
CAES air conditioning (AC) freon reclamation	16.35

Sourcewell is a public agency created by the Minnesota legislature as a local unit of government (Minn. Const. art. XII, sec. 3), and has conducted this solicitation in compliance with the highest government procurement standards which promote maximum fair and open competition. The Sourcewell solicitation and agreement allow for cooperative purchasing by any eligible member which is defined in section 5.A in the agreement as any “public and nonprofit entities across the United States and Canada.” Section 6.B allows for “additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier.”

Should the City require additional agreements to be made with the vendor there is a provision in section 6.C which allows for, “Specialize Service Requirements.” Should the City have additional specifications, or specialized requirements, then the City and the Supplier, “may enter into a separate, standalone agreement, apart from this Contract.”

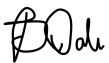
To ensure you receive correct contract and program discounts, departments are encouraged to request quotations for product pricing directly from the vendor:

Christine O'Reilly, CFO
Phone: 518-842-1431
Email: christineo@mohawklifts.com

Through the issuance of a Purchase Order, the City of Cocoa terms and conditions will be recognized and enforced as if included in the original agreement. **The Vendor Quote and Purchase Order must clearly reference that pricing is being provided in according with this contract.** The quote must also show the original list price, and the discount percentage applied. Departments will ensure that the discount provided is greater than or equal to pricing discount listed in the contract.

The vendor must accept the Terms and Conditions issued along with the Purchase Order. Departments are required to obtain any additional documentation such as a COI and e-Verify affidavit when required. If purchase is greater than the City Manager purchasing authority and/or if the purchase results in a service agreement which is active in more than one fiscal year, the department must also obtain the approval of City Council.

Should there be additional questions or clarification needed please contact the Purchasing Department at purchasing@cocoafl.gov.



Brian Dale
Purchasing Manger
City of Cocoa

REFERENCES:

1. Sourcewell Contract 121223-MRL:
<https://files.sourcewell.org/public/Shared%20Documents/Solicitations/10821/00005644/Contract%20Documents/Mohawk%20Lifts%20Contract%20121223.pdf>
2. Contract Extension
https://files.sourcewell.org/public/Shared%20Documents/Solicitations/10821/00005644/Contract%20Documents/00005644_Mohawk%20Lifts,%20LLC%20Contract%20Extension.pdf



City of Cocoa Budget Adjustment Form FY2025- 057-IFT

Select Adjustment Type: **Interfund Transfer**

Requesting Department #: 3540-PW Fleet

Date Prepared: 4/23/25

Revenue Accounts'

Adjusting Amount	Account Number	Account Name	Current Budget	Adjusted Budget	Project Number
\$ 47,706	001-0000-381.91-21	TRANSFER FROM / TRF FROM W/S FUND (421)		\$ 47,706	
\$ 1,272	001-0000-381.91-23	TRANSFER FROM / TRF FROM STORMWATER (423)		\$ 1,272	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
\$ 48,978 Total					

Expense Accounts'

Adjusting Amount	Account Number	Account Name	Current Budget	Adjusted Budget	Project Number
(\$ 47,706)	421-4010-536.39-00	WATER SEWER / CONTINGENCY		(\$ 47,706)	
\$ 47,706	421-4010-581.91-01	INTERFUND TRANSFER / TO GENERAL FUND (001)		\$ 47,706	
(\$ 1,272)	423-3570-538.46-00	REPAIRS AND MAINTENANCE		(\$ 1,272)	
\$ 1,272	423-3570-581.91-01	INTERFUND TRANSFER / TO GENERAL FUND (001)		\$ 1,272	
(\$ 14,630)	001-1600-513.39-00	FINANCE/ADMINISTRATIVE / CONTINGENCY		(\$ 14,630)	
\$ 63,608	001-3540-519.64-00	OTHER GEN GOVT SRVCS / MACHINERY & EQUIPMENT		\$ 63,608	CA2502
				\$ 0	
				\$ 0	
				\$ 0	
\$ 48,978 Total					

Reason/Justification for Adjustment:

To transfer money to cover the purchase of a medium duty 4-post truck lift. The cost was allocated across the departments that would be using it based on number of priority vehicles the lift would service it can out to be Water/Sewer=75%(\$47,705.55) General Fund=23%(14,629.70) and Stormwater=2%(\$1,272.15) to equal the total cost of the lift quoted from the Sourcwell equipment purchasing contract Agenda# 25-605

City Council Approval Needed? Yes: ☒ No: ☐

Date Approved: _____

Resolution #: **2025-044**

~*City Council Approval needed for transfers greater than \$75,000 or transfers between departments/funds. All CRA adjustments must go to their respective boards.

Abigail Morgan
Digitally signed by Abigail Morgan
Date: 2025.07.01 10:35:43 -04'00'
Requestor's Signature

Zoie Badalov
Digitally signed by Zoie Badalov
Date: 2025.07.01 10:49:13 -04'00'
Finance Approval Signature

Finance Director's Signature

Abigail Morgan
Digitally signed by Abigail Morgan
Date: 2025.07.01 10:36:00 -04'00'
Department Director's Signature

Lora Howell
Digitally signed by Lora Howell
Date: 2025.07.01 11:37:30 -04'00'
Deputy Finance Director's Signature

City Manager's Signature

FINANCE USE ONLY:

Date Entered: _____

Entered By: _____

Group #: _____

RESOLUTION NO. 2025-044

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 8 t h day of July, 2025.

Michael C. Blake, Mayor

ATTEST:

Monica Arsenault, City Clerk

CITY COUNCIL AGENDA ITEM

Memo Date: May 21, 2025
Agenda Date: July 8, 2025
File ID: 2025-493
Prepared By: Melinda Keesee, Field Operations Technician
Through: Donnie Howard, Asst. WFO Manager
Requested Action: Approve the Danus Utilities, Inc. Proposals for Lift Station Rehabilitation Services Utilizing the City of Clermont Agreement No. 2023-71 Effective August 8, 2023 through August 7, 2026; To Authorize a Budgeted Expenditure for these Services not to Exceed \$325,541

BACKGROUND:

During a recent internal survey of lift station infrastructure, the Sewer Field Operations (SFO) staff identified several mechanical deficiencies to lift stations 6, 15, 34, 36, 45, and 47. At this time, the deficiencies noted do not adversely affect lift station functionality, but contractor repairs are required to ensure the continued efficient and safe operation of these lift station assets.

For each of the six stations, key tasks include setting up temporary bypass sewer lines and pumps to maintain service continuity during the rehabilitation. The project will involve rebuilding the collection basin and installing a new top slab with an access hatch. Essential upgrades at each location involve furnishing and installing new durable guide rails for the pumps, a new ventilation system, and new piping and valves within the station's infrastructure. Additionally, each existing collection basin will be drained and cleaned, with new piping connected to the existing force main. This comprehensive program will enhance the reliability and efficiency of multiple key components within our city's wastewater collection system.

The costs to upgrade each lift station are detailed in the table below:

Location	Cost
Lift Station 6	\$55,648.20
Lift Station 15	\$45,820.20
Lift Station 34	\$69,000.20
Lift Station 36	\$45,483.20
Lift Station 45	\$55,550.20
Lift Station 47	\$54,038.20
Total	\$325,540.20

Funds have been budgeted for lift station rehabilitation in the Sewer Field Operations Infrastructure capital account.

On July 9, 2024, City Council approved participation in a multi-year cooperative

purchase agreement with Danus Utilities for Lift Station Rehabilitation Services utilizing the City of Clermont Agreement No. 2023-071 effective August 8, 2023 through August 7, 2026. City Council authorized the City Manager to execute any annual renewal amendments to the original contract.

Staff recommends approval of the Danus Utilities, Inc. scope of services for Lift Station Rehabilitation. This item is within the current FY2025 budget and Staff is requesting approval to expend a not-to-exceed amount of \$325,541 in FY2025 for these services.

PRIORITY AREA CONNECTION:

Investment in Public Infrastructure

BUDGETARY IMPACT:

Budgeted? Yes

Source/Use of Funds

Amount Requested \$325,541

Account Number 424-4125-536.63-00

Project Number WS24LI

Account Name Infrastructure

PREVIOUS ACTION:

On July 26, 2016 City Council Approved Participation in a Cooperative Purchase Agreement with Danus Utilities, Inc. for Sanitary Sewer Manhole and Lift Station Rehabilitation Services Utilizing the City of Clermont Contract No. 2011-40 Effective July 11, 2016 through July 11, 2017.

On April 11, 2017 City Council Approved Participation in a Cooperative Purchase Agreement with Danus Utilities, Inc. for Lift Station Rehabilitation Services Utilizing the City of Clermont Contract No. 2011-40 Effective July 11, 2016 through July 11, 2017.

On March 13, 2018 City Council Approved Participation in a Cooperative Purchase Agreement with Danus Utilities, Inc. for Lift Station Rehabilitation Services Utilizing the City of Clermont Contract No. 2017-89 Effective August 8, 2017 through August 7, 2020.

On May 22, 2019 City Council Approved Participation in a Cooperative Purchase Agreement with Danus Utilities, Inc. for Lift Station Rehabilitation Services Utilizing the City of Clermont Contract No. 2017-89 Effective August 8, 2017 through August 7, 2020

On July 11, 2023 City Council Approved Participation in a Cooperative Purchase Agreement with Danus Utilities, Inc. for Lift Station Rehabilitation Services Utilizing the City of Clermont Contract No. 2017-89 Effective August 8, 2017 through August 7,

2020, Renewed Through August 7, 2023

On July 9, 2024 City Council Approve Participation in a Cooperative Purchase Agreement with Danus Utilities, Inc. for Lift Station Rehabilitation Services Utilizing the City of Clermont Agreement No. 2023-71 Effective August 8, 2023 through August 7, 2026

RECOMMENDED MOTION:

Approve the Danus Utilities, Inc. Proposals for Lift Station Rehabilitation Services Utilizing the City of Clermont Agreement No. 2023-71 Effective August 8, 2023 through August 7, 2026; To Authorize a Budgeted Expenditure for these Services not to Exceed \$325,541

Remit To:

Danus Utilities, Inc.
P.O. Box 291671
Port Orange, FL 32129

Phone: 386-882-6200

danusutilities.com

raymond@danusutilities.com

Fax: 407-878-1254

PROPOSAL NO: 040725-2R

PROPOSAL DATE: April 7, 2025

CUSTOMER: City of Cocoa

ADDRESS: Lift Station Rehab

PHONE: 321-698-1367

CONTACT: Greg Tolbert

EMAIL: gtolbert@cocoafl.org

Job Description: Lift Station 6 Rehab

Item	Description	Qty	Cost	Amount
10.a	By-pass sewer set up (8 inch)	2	\$750.00	\$1,500.00
10.d	Sewer By-pass Pump (4 inch)	3	\$610.00	\$1,830.00
12.a	Re-construct LS fillet (6ft Diameter)	1	\$800.00	\$800.00
15.a	Furnish & Install 6ft WW top slab with 36" x 48" hatch	1	\$8,865.00	\$8,865.00
17.a	Temporary by-pass riser (4 inch)	1	\$4,485.00	\$4,485.00
18.a	2" SS Dual Guide Rails w/brackets (10 to 15) FT per pump	0.6	\$1,972.00	\$1,183.20
21	Furnish & Install SCH-80 PVC vent (4 inch)	1	\$550.00	\$550.00
22.a	Drain & Clean wet well (6 ft)	1	\$1,700.00	\$1,700.00
23.a.i	Connect LS piping to existing FM (4 inch) Line stop / valve / on PVC	0.3	\$14,450.00	\$4,335.00
24.a	Furnish & Install HDPE Piping & Valves thru VB (4 inch)	2	\$15,200.00	\$30,400.00
	Notes:			
	** Pricing per City of Clermont Annual Agreement No 2023-071			
	Hauling & Disposal of top slab & debris from rehabilitation.			
	By-pass sewer flow during rehabilitation work.			
	F&I new top slab & hatch, 4" above grade valve assy, 4" vent, drain & clean WW			
	F&I new SS guide brackets, New Float hanger bracket, Concrete slab under valve assy, backfill old VB with clean fill (fill provided by the city)			
			Sub total	\$55,648.20
			Total	\$55,648.20

Terms Net 30 Days All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. This proposal is subject to acceptance within 30 days and is void thereafter at the option of the undersigned.

Proposal Accepted By: _____ Date: _____

SIGNATURE

Remit To:

Danus Utilities, Inc.
P.O. Box 291671
Port Orange, FL 32129

Phone: 386-882-6200

danusutilities.com

raymond@danusutilities.com

Fax: 407-878-1254

PROPOSAL NO: 040725-4R

PROPOSAL DATE: April 7, 2025

CUSTOMER: City of Cocoa

ADDRESS: Lift Station Rehab

PHONE: 321-698-1367

CONTACT: Greg Tolbert

EMAIL: gtolbert@cocoafl.org

Job Description: Lift Station 15 Rehab

Item	Description	Qty	Cost	Amount
10.b	By-pass sewer set up (10 inch to 12 inch)	1	\$900.00	\$900.00
10.d	Sewer By-pass Pump (4 inch)	3	\$610.00	\$1,830.00
12.b	Re-construct LS fillet (8ft Diameter)	1	\$850.00	\$850.00
17.a	Temporary by-pass riser (4 inch)	1	\$4,485.00	\$4,485.00
18.a	2" SS Dual Guide Rails w/brackets (10 to 15) FT per pump	0.6	\$1,972.00	\$1,183.20
22.b	Drain & Clean wet well (8 ft)	1	\$1,837.00	\$1,837.00
23.a.i	Connect LS piping to existing FM (4 inch) Line stop / valve / on PVC	0.3	\$14,450.00	\$4,335.00
24.a	Furnish & Install HDPE Piping & Valves thru VB (4 inch)	2	\$15,200.00	\$30,400.00
	Notes:			
	** Pricing per City of Clermont Annual Agreement No 2023-071			
	Hauling & disposal of debris from rehab.			
	By-pass sewer flows during rehabilitation work.			
	F&I 4" above grade valve assy, drain & clean WW, concrete slab under valve assy,			
	backfill old VB with clean fill (fill provided by the city)			
			Sub total	\$45,820.20
			Total	\$45,820.20

Terms Net 30 Days All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. This proposal is subject to acceptance within 30 days and is void thereafter at the option of the undersigned.

Proposal Accepted By: _____ Date: _____

SIGNATURE

Remit To:

Danus Utilities, Inc.
P.O. Box 291671
Port Orange, FL 32129

Phone: 386-882-6200
danusutilities.com
raymond@danusutilities.com
Fax: 407-878-1254

PROPOSAL NO: 040725-6R

PROPOSAL DATE: April 7, 2025

CUSTOMER: City of Cocoa
ADDRESS: Lift Station Rehab

PHONE: 321-698-1367
CONTACT: Greg Tolbert
EMAIL: gtolbert@cocoafl.org

Job Description: Lift Station 36 Rehab

Item	Description	Qty	Cost	Amount
10.a	By-pass sewer set up (8 inch)	1	\$750.00	\$750.00
10.d	Sewer By-pass Pump (4 inch)	3	\$610.00	\$1,830.00
12.a	Re-construct LS fillet (6ft Diameter)	1	\$800.00	\$800.00
17.a	Temporary by-pass riser (4 inch)	1	\$4,485.00	\$4,485.00
18.a	2" SS Dual Guide Rails w/brackets (10 to 15) FT per pump	0.6	\$1,972.00	\$1,183.20
22.a	Drain & Clean wet well (6 ft)	1	\$1,700.00	\$1,700.00
23.a.i	Connect LS piping to existing FM (4 inch) Line stop / valve / on PVC	0.3	\$14,450.00	\$4,335.00
24.a	Furnish & Install HDPE Piping & Valves thru VB (4 inch)	2	\$15,200.00	\$30,400.00
	Notes:			
	** Pricing per City of Clermont Annual Agreement No 2023-071			
	Hauling & disposal of debris from rehab.			
	By-pass sewer flows during rehabilitation work.			
	F&I 4" above grade valve assy, drain & clean WW, concrete slab under valve assy,			
	backfill old VB with clean fill (fill provided by the city)			
			Sub total	\$45,483.20
			Total	\$45,483.20

Terms Net 30 Days All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. This proposal is subject to acceptance within 30 days and is void thereafter at the option of the undersigned.

Proposal Accepted By: _____ Date: _____

SIGNATURE



Page 332 of 948



PROPOSAL

Remit To:

Danus Utilities, Inc.
P.O. Box 291671
Port Orange, FL 32129

Phone: 386-882-6200
danusutilities.com
raymond@danusutilities.com
Fax: 407-878-1254

PROPOSAL NO: 040725-8R

PROPOSAL DATE: April 7, 2025

CUSTOMER: City of Cocoa
ADDRESS: Lift Station Rehab

PHONE: 321-698-1367
CONTACT: Greg Tolbert
EMAIL: gtolbert@cocoafl.org

Job Description: Lift Station 45 Rehab

Item	Description	Qty	Cost	Amount
10.b	By-pass sewer set up (10 inch to 12 inch)	1	\$900.00	\$900.00
10.e	Sewer By-pass Pump (6 inch)	3	\$1,000.00	\$3,000.00
12.b	Re-construct LS fillet (8ft Diameter)	1	\$850.00	\$850.00
17.b	Temporary by-pass riser (6 inch)	1	\$5,710.00	\$5,710.00
18.a	2" SS Dual Guide Rails w/brackets (10 to 15) FT per pump	0.6	\$1,972.00	\$1,183.20
22.b	Drain & Clean wet well (8 ft)	1	\$1,837.00	\$1,837.00
23.b.ii	Connect LS piping to existing FM (6 inch) Line stop / valve / on DIP	0.3	\$15,400.00	\$4,620.00
24.b	Furnish & Install HDPE Piping & Valves thru VB (6 inch)	2	\$18,725.00	\$37,450.00
	Notes:			
	** Pricing per City of Clermont Annual Agreement No 2023-071			
	Hauling & disposal of debris from rehab.			
	By-pass sewer flows during rehabilitation work.			
	F&I 6" above grade valve assy, drain & clean WW, concrete slab under valve assy,			
	backfill old VB with clean fill (fill provided by the city)			
			Sub total	\$55,550.20
			Total	\$55,550.20

Terms Net 30 Days All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. This proposal is subject to acceptance within 30 days and is void thereafter at the option of the undersigned.

Proposal Accepted By: _____ Date: _____

SIGNATURE



PROPOSAL

Remit To:

Danus Utilities, Inc.
P.O. Box 291671
Port Orange, FL 32129

Phone: 386-882-6200

danusutilities.com

raymond@danusutilities.com

Fax: 407-878-1254

PROPOSAL NO: 040725-9R

PROPOSAL DATE: April 7, 2025

CUSTOMER: City of Cocoa

ADDRESS: Lift Station Rehab

PHONE: 321-698-1367

CONTACT: Greg Tolbert

EMAIL: gtolbert@cocoafl.org

Job Description: Lift Station 34 Rehab

Item	Description	Qty	Cost	Amount
10.b	By-pass sewer set up (10 inch to 12 inch)	1	\$900.00	\$900.00
10.e	Sewer By-pass Pump (6 inch)	10	\$1,000.00	\$10,000.00
12.b	Re-construct LS fillet (8ft Diameter)	1	\$850.00	\$850.00
17.b	Temporary by-pass riser (6 inch)	1	\$5,710.00	\$5,710.00
18.a	2" SS Dual Guide Rails w/brackets (10 to 15) FT per pump	0.6	\$1,972.00	\$1,183.20
22.b	Drain & Clean wet well (8 ft)	1	\$1,837.00	\$1,837.00
23.b.i	Connect LS piping to existing FM (6 inch) Line stop / valve / on PVC	0.75	\$14,760.00	\$11,070.00
24.b	Furnish & Install HDPE Piping & Valves thru VB (6 inch)	2	\$18,725.00	\$37,450.00
Notes:				
** Pricing per City of Clermont Annual Agreement No 2023-071				
Hauling & disposal of debris from rehab.				
By-pass sewer flows during rehabilitation work.				
F&I 6" above grade valve assy, drain & clean WW, concrete slab under valve assy,				
backfill old VB with clean fill (fill provided by the city) Excavate past VB and tie new				
piping into FM pipe past MJ wye, Reset bases in WW for correct center line				
			Sub total	\$69,000.20
			Total	\$69,000.20

Terms Net 30 Days All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. This proposal is subject to acceptance within 30 days and is void thereafter at the option of the undersigned.

Proposal Accepted By: _____ Date: _____

SIGNATURE

AGREEMENT No. 2023-071**SANITARY SEWER MANHOLE, VAULT, AND LIFT STATION REHABILITATION**

THIS AGREEMENT, is made and entered into this, August 22, 2023, by and between the CITY OF CLERMONT, FLORIDA, a municipal corporation under the laws of the State of Florida whose address is: 685 W. Montrose Street, Clermont, Florida, (hereinafter referred to as "CITY"), and DANUS UTILITIES, INC, whose address is: 2320 Beardall Ave., Sanford, FL 32771, (hereinafter referred to as "CONTRACTOR").

WHEREAS, the City of Clermont issued RFB 23-085 titled Sanitary Sewer Manhole, Vault, and Lift Station Rehabilitation;

WHEREAS, CONTRACTOR submitted its response dated July 6, 2023, to RFB 23-085;

WHEREAS, CITY desired to award a contract to CONTRACTOR in accordance with the terms and conditions of RFB 23-085 and CONTRACTOR's response thereto;

WITNESSETH: That the parties hereto, for the consideration hereinafter set forth, mutually agree as follows:

1. SCOPE OF WORK

The CONTRACTOR shall furnish provide sewer manhole, vault, and lift station rehabilitation as described in CITY's RFB 23-085 and CONTRACTOR's July 6, 2023 response thereto, which are expressly incorporated herein and made a part of the Agreement Documents hereto and shall do everything required by this Agreement and the Agreement Documents. Provided, however, that nothing herein shall require CITY to purchase or acquire any items or services from CONTRACTOR.

2. THE CONTRACT SUM

CITY shall pay CONTRACTOR, for the faithful performance of the Agreement as set forth in the Agreement Documents and the Unit Price Schedule an amount in accordance with the compensation schedule set forth in Exhibit "A", attached hereto and incorporated herein.

3. PROVISION OF SERVICES AND COMPLETION OF WORK

- A. The CONTRACTOR shall only provide the CITY with sewer manhole, vault, and lift station rehabilitation upon receipt of an authorized order from CITY and shall provide the requested items in the timeframe and as set forth in RFB 23-085 or in the specific purchase order submitted by CITY. Nothing herein shall obligate CITY to purchase any specific amount of product from CONTRACTOR or create an exclusive purchase agreement between CITY and CONTRACTOR. CITY shall not be obligated or required to pay for any items received until such time as CITY has accepted the items in accordance with the order provided to CONTRACTOR.

- B. CONTRACTOR, upon receipt of a purchase order hereunder, shall immediately notify CITY if it has an issue or question related to the fulfillment of the order or whether there will be any delay in providing the items requested. Failure of CONTRACTOR to so notify CITY will preclude CONTRACTOR from seeking payment of any kind for any items that were delayed in delivery. Upon receipt of notification of the delay, CITY may at its sole option cancel the order and seek the items from any available source.
- C. It is expressly understood and agreed that the passing, approval, and/or acceptance of any services herein by CITY or by any agent or representative as in compliance with the terms of this Contract shall not operate as a waiver by the CITY of strict compliance with the terms of this Contract and the CITY may require the CONTRACTOR replace the accepted services so as to comply with the warranties and specifications hereof.
- D. COMPANY specifically acknowledges that this Contract does not bind or obligate CITY to purchase any minimum quantity of product during the term hereof.

4. TERM AND TERMINATION

- A. This Agreement is to become effective upon execution by both parties and shall remain in effect for a period of three (3) years thereafter, unless terminated or renewed as provided for herein.
- B. Notwithstanding any other provision of this Agreement, CITY may, upon written notice to CONTRACTOR, terminate this Agreement: a) without cause and for CITY's convenience upon thirty (30) days written notice to CONTRACTOR; b) if CONTRACTOR is adjudged to be bankrupt; c) if CONTRACTOR makes a general assignment for the benefit of its creditors; d) CONTRACTOR fails to comply with any of the conditions of provisions of this Agreement; or e) CONTRACTOR is experiencing a labor dispute, which threatens to have a substantial, adverse impact upon the 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 and accepted prior to the effective date of termination.
- C. Upon mutual Agreement of the parties, this Agreement may be renewed for three (3) additional one-year terms. Sixty (60) days prior to completion of each extended term of this Agreement, CONTRACTOR may request and the City may consider an adjustment to price based on changes in the Producer Price Index (PPI).

5. PAYMENTS

In accordance with the provisions fully set forth in the Contract Documents, CONTRACTOR shall submit an invoice to CITY upon completion of the services and delivery of products to CITY as set forth in the applicable purchase order. CITY shall make payment to the CONTRACTOR for all accepted deliveries and undisputed products delivered and services provided, within thirty (30) calendar days of receipt of the invoice.

6. DISPUTE RESOLUTION - MEDIATION

- A. Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to voluntary arbitration or the institution of legal or equitable proceedings by either party.
- B. The CITY and CONTRACTOR shall endeavor to resolve claims, disputes and other matters in question between them by mediation.
- C. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Clermont, Lake County, Florida, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement Agreements in any court having jurisdiction thereof.

7. INSURANCE AND INDEMNIFICATION RIDER

7.1. Worker's Compensation Insurance

The CONTRACTOR shall take out and maintain during the life of this Agreement, Worker's Compensation Insurance for all its employees connected with the work of this Project and, in case any work is sublet, the CONTRACTOR shall require the subCONTRACTOR similarly to provide Worker's Compensation Insurance for all of the subCONTRACTOR employees unless such employees are covered by the protection afforded by the CONTRACTOR. Such insurance shall comply with the Florida Worker's Compensation Law. In case any class of employees engaged in hazardous work under this Agreement at the site of the Project is not protected under the Worker's Compensation statute, the CONTRACTOR shall provide adequate insurance, satisfactory to the CITY, for the protection of employees not otherwise protected.

7.2. CONTRACTOR's Commercial General Liability Insurance

The CONTRACTOR shall take out and maintain during the life of this Agreement, Commercial General Liability and Business Automobile Liability Insurance as shall protect it from claims for damage for personal injury, including accidental death, as well as claims for property damages which may arise from operating under this Agreement whether such operations are by itself or by anyone directly or indirectly employed by it, and the amount of such insurance shall be as follows:

- A. CONTRACTOR's Commercial General Liability, \$1,000,000 Each, (\$1,000,000 aggregate). Liability Coverages, Bodily Injury Occurrence, & Property Damage Combined Single Limit

- B. Automobile Liability Coverages, \$1,000,000 Each, Bodily Injury & Property Damage Occurrence, Combined Single Limit

Insurance clause for both BODILY INJURY AND PROPERTY DAMAGE shall be amended to provide coverage on an occurrence basis.

7.3. CITY's and CONTRACTOR's Protective Liability Insurance

The CITY shall procure and furnish a CITY's and CONTRACTOR's Protective Liability Insurance Policy with the following minimum limits:

- A. Bodily Injury Liability & \$1,000,000 Each (\$2,000,000 aggregate) Property Damage Liability Occurrence Combined Single Limit.

7.4. Indemnification Rider

- A. To the fullest extent permitted by law, the CONTRACTOR shall indemnify and hold harmless the CITY and its employees from and against all claims, damages, losses and expenses, including but not limited to reasonable attorney's fees, arising out of or resulting from its performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) , and (2) is caused in whole or in part by any negligent act or omission of the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not such acts are caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right to obligation of indemnity which would otherwise exist as to any party or person described in this Article; however, this indemnification does not include the sole acts of negligence, damage or losses caused by the CITY and its other contractors.
- B. In any and all claims against the CITY or any of its agents or employees by any employee of the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligations under this Paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.
- C. The CONTRACTOR hereby acknowledges receipt of ten dollars and other good and valuable consideration from the CITY for the indemnification provided herein.

8. NOTICES

All notices shall be in writing and sent by United States mail, certified or registered, with return receipt requested and postage prepaid, or by nationally recognized overnight courier service to the address of the party set forth below. Any such notice shall be deemed given when received by the party to whom it is intended.

A. **CONTRACTOR:**

Danus Utilities, Inc.

Attn: Daniel J Pardus, President

2320 Beardall Ave., Sanford, FL 32771

A. **OWNER:**

City of Clermont

Attn: Brian Bulthuis, City Manager

685 W. Montrose Street, Clermont, FL 34711

9. MISCELLANEOUS

9.1. Attorneys' Fees

In the event a suit or action is instituted to enforce or interpret any provision of this Agreement, the prevailing party shall be entitled to recover such sum as the Court may adjudge reasonable as attorneys' fees at trial or on any appeal, in addition to all other sums provided by law.

9.2. Waiver

The waiver by city of breach of any provision of this Agreement shall not be construed or operate as a waiver of any subsequent breach of such provision or of such provision itself and shall in no way affect the enforcement of any other provisions of this Agreement.

9.3. Severability

If any provision of this Agreement or the application thereof to any person or circumstance is to any extent invalid or unenforceable, such provision, or part thereof, shall be deleted or modified in such a manner as to make the Agreement valid and enforceable under applicable law, the remainder of this Agreement and the application of such a provision to other persons or circumstances shall be unaffected, and this Agreement shall be valid and enforceable to the fullest extent permitted by applicable law.

9.4. Amendment

Except for as otherwise provided herein, this Agreement may not be modified or amended except by an Agreement in writing signed by both parties.

9.5. Entire Agreement

This Agreement including the documents incorporated by reference contains the entire understanding of the parties hereto and supersedes all prior and contemporaneous Agreements between the parties with respect to the performance of services by CONTRACTOR.

9.6. Assignment

Except in the event of a merger, consolidation, or other change of control pursuant to the sale of all or substantially all of either party's assets, this Agreement is personal to the parties hereto and may not be assigned by CONTRACTOR, in whole or in part, without the prior written consent of city.

9.7. Venue

The parties agree that the sole and exclusive venue for any cause of action arising out of this Agreement shall be Lake County, Florida.

9.8. Applicable Law

This Agreement and any amendments hereto are executed and delivered in the State of Florida and shall be governed, interpreted, construed and enforced in accordance with the laws of the State of Florida.

9.9. Public Records

The CONTRACTOR expressly understands records associated with this project are public records and agrees to comply with Florida's Public Records law, to include, to:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the services contemplated herein.
- B. Provide the public with access to public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided in this Florida's Public Records law 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.
- D. Meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of CONTRACTOR upon the termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. CONTRACTOR shall use reasonable efforts to provide all records stored electronically to the CITY in a format that is compatible with the information technology systems of the CITY.
- E. 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, THE

Term Agreement
RFB 23-085 Sanitary Sewer Manhole, Vault, and Lift Station Rehabilitation

CONTRACTOR SHALL CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT THE CITY CLERK'S OFFICE, (352) 241-7331.

10. CONTRACT DOCUMENTS

The Contract Documents, as listed below are herein made fully a part of this Contract as if herein repeated.

Document Precedence:

- A. This Agreement
- B. Purchase Order / Notice To Proceed
- C. An applicable Contractor Quote or Statement of Work
- D. All documents contained in RFB 23-085 titled Sanitary Sewer Manhole, Vault, and Lift Station Rehabilitation and CONTRACTOR's response thereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 23rd day of August, 2023.

CITY OF CLERMONT

DocuSigned by:

2BA7692F758C492...

Tim Murry, Mayor

ATTEST:

DocuSigned by:

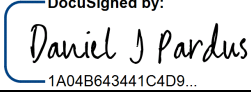
3AD7F34905B344A...

Tracy Ackroyd Howe, City Clerk

DS



DANUS UTILITIES, INC.

By:  _____
1A04B643441C4D9...

Print Name: Daniel J Pardus

Title: President

Date: 8/24/2023

Exhibit A

GROUP 1 PRICING (MANHOLE AND/OR VAULT REHABILITATION)

Danus Utilities, Inc.

Line Item	Description	Quantity	UOM	Unit Cost	Total
1	Cementitious lining of Brick Manhole – 48 in. Diameter	50	VF	\$ 270.00	\$ 13,500.00
2	Cementitious lining of Pre-cast Manhole – 48 in. Diameter	250	VF	\$ 240.00	\$ 60,000.00
3	Cementitious lining of Brick Manhole – 60 in. Diameter	40	VF	\$ 300.00	\$ 12,000.00
4	Cementitious lining of Pre-cast Manhole – 60 in. Diameter	25	VF	\$ 270.00	\$ 6,750.00
5	Adjust Existing Manhole Casting within Asphalt Pavement	1	EA	\$ 1,325.00	\$ 1,325.00
6	Adjust Existing Manhole Casting within Green Area	10	EA	\$ 925.00	\$ 9,250.00
7	Furnish New Ring and Cover USF 170 (SANITARY)	1	EA	\$ 425.00	\$ 425.00
8	Re-Construct Manhole Bench and Flow Channel	2	EA	\$ 750.00	\$ 1,500.00
	Total				\$ 104,750.00

GROUP 2 PRICING (LIFSTATION REHABILITATION)

Danus Utilities, Inc.

Line Item	Description	Quantity	UOM	Unit Cost	Total
9	Lift Station Surface Rehabilitation by Cementitious Lining.	100	SF	\$ 32.00	\$ 3,200.00
10.a	Bypass 8 in. Sewer Setup	9	EA	\$ 750.00	\$ 6,750.00
10.b	Bypass 10 in. to 12 in. Sewer Setup	4	EA	\$ 900.00	\$ 3,600.00
10.c	Bypass 15 in. to 18 in. Sewer Setup	4	EA	\$ 1,000.00	\$ 4,000.00
10.d	Sewer Bypass 4 in. Pump	25	Per Day	\$ 610.00	\$ 15,250.00
10.e	Sewer Bypass 6 in. Pump	10	Per Day	\$ 1,000.00	\$ 10,000.00
10.f	Sewer Bypass 8 in. Pump	10	Per Day	\$ 1,350.00	\$ 13,500.00
11.a	Furnish and Install Pump Base – 4 in. (inclusive of pump brackets)	10	EA	\$ 3,125.00	\$ 31,250.00
11.b	Furnish and Install Pump Base – 6 in. (inclusive of pump brackets)	4	EA	\$ 3,750.00	\$ 15,000.00
11.c	Furnish and Install Pump Base – 8 in. (inclusive of pump brackets)	4	EA	\$ 7,600.00	\$ 30,400.00
12.a	Re-Construct Lift Station Fillet – 6 ft. Diameter	5	EA	\$ 800.00	\$ 4,000.00
12.b	Re-Construct Lift Station Fillet – 8 ft. Diameter	2	EA	\$ 850.00	\$ 1,700.00
12.c	Re-Construct Lift Station Fillet – 10 ft. Diameter	2	EA	\$ 900.00	\$ 1,800.00
12.d	Re-Construct Lift Station Fillet – 12 ft. Diameter	2	EA	\$ 950.00	\$ 1,900.00
13	Removal of Existing Coating	200	SF	\$ 10.00	\$ 2,000.00
	Remove and Replace Existing Piping and Valves within Existing Submersible				
14.a	Lift Station through Existing Valve Vault – 4 in. (price per each riser)	10	EA	\$ 15,270.00	\$ 152,700.00

	Remove and Replace Existing Piping and Valves within Existing Submersible				
14.b.	Lift Station through Existing Valve Vault – 6 in. (price per each riser)	4	EA	\$ 19,050.00	\$ 76,200.00
	Remove and Replace Existing Piping and Valves within Existing Submersible				
14.c	Lift Station through Existing Valve Vault – 8 in. (price per each riser)	4	EA	\$ 28,150.00	\$ 112,600.00
	Remove and Replace Existing Piping and Valves within Existing Submersible				
14.d	Lift Station through Existing Valve Vault – 10 in. (price per each riser)	4	EA	\$ 37,495.00	\$ 149,980.00
	Remove and Replace Existing Piping and Valves within Existing Submersible				
14.e	Lift Station through Existing Valve Vault – 12 in. (price per each riser)	4	EA	\$ 45,920.00	\$ 183,680.00
15.a	Furnish and Install 6 ft. top slab with 36in. x 48in. hatch with Safety Grate	5	EA	\$ 8,865.00	\$ 44,325.00
	Furnish and Install 8 ft. top slab with 36in. x 48in. hatch with Safety Grate				
15.b	(Coal Tar Epoxy Coating)	2	EA	\$ 10,930.00	\$ 21,860.00
16.a	Furnish and install 5 ft. x 5 ft. valve box with 48in. x 48in. Hatch (Coal Tar	5	EA	\$ 16,460.00	\$ 82,300.00
16.b	Furnish and install 6 ft. x 6 ft. valve box with 48in. x 48in. Hatch (Coal Tar	2	EA	\$ 17,890.00	\$ 35,780.00
17.a	Temporary Bypass Riser – 4 in.	5	EA	\$ 4,485.00	\$ 22,425.00
17.b	Temporary Bypass Riser – 6 in.	2	EA	\$ 5,710.00	\$ 11,420.00
17.c	Temporary Bypass Riser – 8 in.	2	EA	\$ 8,375.00	\$ 16,750.00
18.a	2 in. SS Dual Guide rails with brackets – 10 ft. to 15 ft. (Price Per Pump)	10	EA	\$ 1,972.00	\$ 19,720.00
18.b	2 in. SS Dual Guide rails with brackets – 15 ft. to 20 ft. (Price Per Pump)	5	EA	\$ 2,012.00	\$ 10,060.00
19.a	3 in. SS Dual Guide rails with brackets – 10 ft. to 15 ft. (Price Per Pump)	5	EA	\$ 2,812.00	\$ 14,060.00
19.b	3 in. SS Dual Guide rails with brackets – 15 ft. to 20 ft. (Price Per Pump)	5	EA	\$ 3,012.00	\$ 15,060.00
20	Furnish and Install 3 in. Drain	5	EA	\$ 600.00	\$ 3,000.00
21	Furnish and Install SCH-80 PVC Vent – 4 in.	5	EA	\$ 550.00	\$ 2,750.00
22.a	Drain and Clean Wet Well – 6 ft.	5	EA	\$ 1,700.00	\$ 8,500.00
22.b	Drain and Clean Wet Well – 8 ft.	2	EA	\$ 1,837.00	\$ 3,674.00
22.c	Drain and Clean Wet Well – 10 ft.	3	EA	\$ 2,075.00	\$ 6,225.00
22.d	Drain and Clean Wet Well – 12 ft.	3	EA	\$ 2,212.00	\$ 6,636.00
	Connect Lift Station Piping to Existing Force Main – 4 in. (Include Line Stop				
23.a.i	and Plug Valve) PVC Force Main	5	EA	\$ 14,450.00	\$ 72,250.00
	Connect Lift Station Piping to Existing Force Main – 4 in. (Include Line Stop				
23.a.ii	and Plug Valve) Ductile Force Main	5	EA	\$ 15,400.00	\$ 77,000.00
	Connect Lift Station Piping to Existing Force Main – 6 in. (Include Line Stop				
23.b.i	and Plug Valve) PVC Force Main	2	EA	\$ 14,760.00	\$ 29,520.00

23.b.ii	Connect Lift Station Piping to Existing Force Main – 6 in. (Include Line Stop and Plug Valve) Ductile Force Main	2	EA	\$ 15,400.00	\$ 30,800.00
23.c.i	Connect Lift Station Piping to Existing Force Main – 8 in. (Include Line Stop and Plug Valve) PVC Force Main	2	EA	\$ 17,755.00	\$ 35,510.00
23.c.ii	Connect Lift Station Piping to Existing Force Main – 8 in. (Include Line Stop and Plug Valve) Ductile Force Main	2	EA	\$ 18,410.00	\$ 36,820.00
23.d.i	Connect Lift Station Piping to Existing Force Main – 10 in. (Include Line Stop and Plug Valve) PVC Force Main	2	EA	\$ 22,525.00	\$ 45,050.00
23.d.ii	Connect Lift Station Piping to Existing Force Main – 10 in. (Include Line Stop and Plug Valve) Ductile Force Main	2	EA	\$ 23,050.00	\$ 46,100.00
23.e.i	Connect Lift Station Piping to Existing Force Main – 12 in. (Include Line Stop and Plug Valve) PVC Force Main	2	EA	\$ 26,320.00	\$ 52,640.00
23.e.ii	Connect Lift Station Piping to Existing Force Main – 12 in. (Include Line Stop and Plug Valve) Ductile Force Main	2	EA	\$ 26,965.00	\$ 53,930.00
24.a	Removal, Furnish and Installation of HDPE Riser Pipe, Bracket, Base Ell and Base Plate in Place of Ductile Iron Riser and Fitting on Line Item 14.a – 4 in. (This price will be either added if more or subtracted if less from original	2	EA	\$ 15,200.00	\$ 30,400.00
24.b	Removal, Furnish and Installation of HDPE Riser Pipe, Bracket, Base Ell, and Base Plate in Place of Ductile Iron Riser and Fitting on Line Item 14.b – 6 in. (This price will be either added if more or subtracted if less from original	3	EA	\$ 18,725.00	\$ 56,175.00
24.c	Removal, Furnish and Installation of HDPE Riser Pipe, Bracket, Base Ell, and Base Plate in Place of Ductile Iron Riser and Fitting on Line Item 14.c – 8 in. (This price will be either added if more or subtracted if less from original	3	EA	\$ 27,100.00	\$ 81,300.00
24.d	Removal, Furnish and Installation of HDPE Riser Pipe, Bracket, Base Ell, and Base Plate in Place of Ductile Iron Riser and Fitting on Line Item 14.d – 10 in. (This price will be either added if more or subtracted if less from original	3	EA	\$ 36,375.00	\$ 109,125.00
24.e	Removal, Furnish, & Installation of Existing Potable water Piping and PRV	3	EA	\$ 44,400.00	\$ 133,200.00
25.a	Valve within Existing and through Existing Valve Vault – 6 in.	1	EA	\$ 9,400.00	\$ 9,400.00
25.b	Removal, Furnish, & Installation of Existing Potable water Piping and PRV Valve within Existing and through Existing Valve Vault – 8 in.	1	EA	\$ 12,875.00	\$ 12,875.00

	Removal, Furnish, & Installation of Existing Potable water Piping and PRV				
25.c	Valve within Existing and through Existing Valve Vault – 10 in.	1	EA	\$ 17,825.00	\$ 17,825.00
	Removal, Furnish, & Installation of Existing Potable water Piping and PRV				
25.d	Valve within Existing and through Existing Valve Vault – 12 in.	1	EA	\$ 24,475.00	\$ 24,475.00
26.a	2-in. Line Stop Stainless Steel	1	EA	\$ 9,650.00	\$ 9,650.00
26.b	4-in. Line Stop Stainless Steel	1	EA	\$ 10,950.00	\$ 10,950.00
26.c	6-in. Line Stop Stainless Steel	1	EA	\$ 11,500.00	\$ 11,500.00
26.d	8-in. Line Stop Stainless Steel	1	EA	\$ 12,375.00	\$ 12,375.00
26.e	10-in. Line Stop Stainless Steel	1	EA	\$ 13,410.00	\$ 13,410.00
26.f	12-in. Line Stop Stainless Steel	1	EA	\$ 15,725.00	\$ 15,725.00
26.g	14-in. Line Stop Stainless Steel	1	EA	\$ 19,100.00	\$ 19,100.00
26.h	16-in. Line Stop Stainless Steel	1	EA	\$ 22,190.00	\$ 22,190.00
26.i	20-in. Line Stop Stainless Steel	1	EA	\$ 25,270.00	\$ 25,270.00
	Total				\$ 2,238,620.00

Request For Bid #RFB 23-085

Title: Sanitary Sewer Manhole, Vault, and Lift Station Rehabilitation

3. SCOPE OF WORK

3.1. Part 1: General

A. Summary:

1. These specifications shall govern all labor, material, equipment, and appliances necessary for sanitary sewer manhole and lift station rehabilitation for the purpose of eliminating infiltration and inflow, providing corrosion protection, repair of cracks and voids, and restoration of the structural integrity of the manhole/ lift stations as a result of the application of a monolithic fiber-reinforced structural/structurally enhanced pure calcium aluminate cementitious liner to the wall, ceiling, and bench surfaces of concrete, brick or any other masonry construction material. Including lift station piping rehabilitation as detailed in the specifications.

B. Submittals:

1. Submit the manufacturer's material data and application and installation instructions for all products used for approval prior to use.
2. Provide documentation that the proposed manhole/lift station rehabilitation process has a minimum three (3) year history/experience for the reconstruction of sanitary sewer manholes and lift stations on projects of similar size and scope (SEE PART 4, MINIMUM QUALIFICATIONS AND REQUIREMENTS).

C. Quality Assurance

1. Use, mix, apply, and cure all products in accordance with the manufacturer's recommendations and instructions.
2. Install all products in accordance with the manufacturer's recommendations and instructions.

3.2. Part 2: Products

A. Materials

1. Patching Mix:

- a. A quick-setting, fiber-reinforced, calcium aluminate-based cementitious material for patching and filling voids and cracks.

2. Infiltration Control Mix:

- a. A rapid-setting cementitious product specifically formulated for infiltration control.

3. Grouting Mix:

- a. A rapid-setting cementitious grout specifically formulated to stop active infiltration and fill voids.

Request For Bid #RFB 23-085

Title: Sanitary Sewer Manhole, Vault, and Lift Station Rehabilitation

- b. A rapid-setting chemical grout specifically formulated for stopping very active infiltration.
- 4. Liner Mix:
 - a. A fiber-reinforced pure-fused calcium aluminate cement and calcium aluminate aggregate to be wet mixed and low pressured spray applied to form the structural/structurally enhanced monolithic cementitious liner covering all interior manhole surfaces. Liner material to be SewperCoat, Strong Seal, Parson CA Liner + Cement Plus, Maximum CA + Cement or approved equivalent material by the City prior to installation.
 - b. Materials must be pre-mixed and specially formulated to withstand H₂S (hydrogen sulfide) bacterial corrosion and abrasion in sewer networks.
 - c. **The products mentioned above must be accompanied by a certified letter from the manufacturer and a letter from the contractor for a 10-year warranty.**
- 5. Bonding Compound:
 - a. Material must be modified cementitious bonding compound that protects exposed reinforcement steel and enhances the bond of overlay to the substrate.
- 6. Water:
 - a. The water must be clean and potable and will be provided by the City at designated fill stations.

3.3. Part 3: Execution

A. Preparation

- 1. Place covers over sewer inverts to prevent extraneous material from entering the sewer lines.
- 2. Remove foreign, loose, and unsound concrete and masonry material not able to be removed by high-pressure water spray may require the use of masons or mechanical tools for removal.
- 3. Clean the interior surfaces of the manhole/lift station with high-pressure (3,500 psi minimum) water spray, using detergent, muriatic acid, antibacterial agent, or other chemicals to remove grease, oil, and other contaminants that would prevent a good bond between the existing manhole interior surface and the liner material.
- 4. Active hydrostatic leaks (infiltration) shall be stopped using the rapid-setting specially formulated infiltration control mix.
- 5. Very active hydrostatic leaks (infiltration) shall be stopped using one of the rapid-setting grouting mixes specially formulated for control of very active infiltration.

Request For Bid #RFB 23-085

Title: Sanitary Sewer Manhole, Vault, and Lift Station Rehabilitation

6. Clean and prepare exposed reinforcement steel, and apply and cure bonding compound, in accordance with the product manufacturer's instructions and recommendations.
7. Prepare cracks and voids to be patched and filled, and apply and cure patching mix, in accordance with the product manufacturer's instructions and recommendations.
8. Areas of the manhole/lift station that are found to be structurally damaged and in need of repair beyond the scope of this specification must be brought to the attention of the City's Project Manager. A suitable repair method must be developed for each area and submitted to the City's Project Manager for review prior to commencing the repair.
9. Prepare, clean, and repair manhole/lift station benches and inverts in the same manner as prescribed above.

B. Liner Application, Curing, and Testing

1. Prepare manhole/lift station surfaces, wet batch-mix liner materials low-pressure spray, apply liner mix to the manhole ceiling, wall, and bench surfaces, and allow the liner to cure in accordance with the product manufacturer's instructions and recommendations.
2. Liner application must be 1/2-inch for manholes and 1-inch for wet wells minimum thickness. The application must be completed with a minimum of two coats. The first coat must be applied at a thickness adequate to cover the substrate and be trowled to compact the material into voids and set the bond. The second coat must be applied to ensure complete coverage at the specified thickness.
3. Inverts must be lined with the patching mix, and trowel applied in one coat to a 1-inch minimum thickness.
4. Prepare, label, and submit recommended daily or per lot test specimens for testing.

C. Cleaning

1. Clean manhole/lift station interiors and remove all construction-related materials, equipment, and appliances from the manhole/lift station prior to reinstatement to service.

D. Lift Station Rehabilitation

1. By-pass pumps must be sound attenuated and meet the minimum flow requirements for each station. The system must have a second pump tied in and ready in case the primary pump fails. The system must be monitored 24 hours a day by a remote dialer and contractor personnel. The successful respondent is responsible for emergency calls day and night while it is on by-pass pumps. The bypass system must be tested to ensure proper operation. The City must witness the testing and sign off prior to starting rehabilitation.

Request For Bid #RFB 23-085

Title: Sanitary Sewer Manhole, Vault, and Lift Station Rehabilitation

2. Temporary pump-out riser will need to be installed first and may be left as the emergency pump out. The City will help determine the best location for both parties. The riser must consist of a flanged P-401 spool coming up above grade, flanged P-401 90, MJ P-401 Tee, two MJ gate valves with valve boxes, and all necessary restraint devices. A flanged aluminum male cam-lock and dust cap with a 6-inch flanged ¼ turn plug valve should be installed on the elbow after the job is completed.
3. The successful respondent is responsible for the removal of pumps, pipes, and valves. The City will disconnect the pump leads, remove the floats, and transducer. The pumps are to be given to the City after removal. All other materials are to be hauled and disposed of by the successful respondent.
4. Installation of base elbows must be as per manufacturers' specifications. The bases must be Flygt dual rail design. Existing pumps will need the top bolt-on guide rail bracket. Guide rails must be 3-inch stainless steel with a stainless guide rail bracket. Any modification to the existing floor or fillet for proper installation must be included in the pricing.
5. Ductile Iron pipe and fittings shall be P-401 lined. All flanged connections shall have 316 stainless steel nuts & bolts. The use of an anti-seizing compound is required on all bolts.
6. Valves inside the valve box must be Mueller, American, Clow, Dezurik, or Pratt. Check valves must be flanged L/W type with rubber disc seal. Plug valves must be flanged ¼ turn direct nut with 80% opening.
7. Pressure gauges must be installed on each discharge pipe downstream of the plug valve. The 1/2-inch tap can be directly into the ductile iron pipe. Stainless steel nipples and ball valves shall be used to make the connection. Gauges shall be 4-1/2 inch SS liquid filled with diaphragm.
8. Vent cap must be all SCH-80 PVC fittings. Use 4-inch elbows and Vanstone flanges with a SS screen between them.
9. Use a 12-foot average riser length for line item 14.a, 14.b, 14.c and alternate price for line item 1.a, 1.b, 1.c, in the Price Schedule of this RFB.

E. Alternate Bid

1. HDPE SDR-11 IPS pipe riser must be factory butt fused. The riser must have a flange adapter with SS backup ring, 90 elbow, and enough pipe to go through the wall to the restrained coupling between the wet well and valve box. The height may be adjusted with one fusion coupling. The use of a SS stiffener is required at the MJ connection.
2. A 316 stainless steel base plate must be used. Plates shall be at least 12" x 12" x ½"-thick (base plate to be used with HDPE only).

Request For Bid #RFB 23-085

Title: Sanitary Sewer Manhole, Vault, and Lift Station Rehabilitation

3. Pipe bracing is required every 8-feet minimum. The first must be within 6-inches of the top elbow. The bracing must be 316 stainless steel, going from wall to wall behind the risers with a stainless steel U-bolt holding the riser to the brace. All nuts shall be vinyl locking stainless steel.

3.4. Part 4: Minimum Qualifications and Requirements

- A. The installer **MUST** have been engaged in the installation of Manhole and Lift Station System Rehabilitation Contracting Services for a minimum of 3 years and have rehabilitated a minimum of 500 sanitary sewer manholes and 15 lift stations, in the State of Florida, utilizing a system that offers pure fused Calcium Aluminate.
- B. The installer **MUST** include in their response a list of 10 references, for which manhole, lift station, or wet well rehabilitation contracting services have been provided within the last 3 years. The reference list must include the name of the company, contact person, telephone number, project duration, contract value, and the number of manholes/lift stations for each reference.
- C. The successful respondent will be responsible for knowledge of and compliance with all relatively local, state, and federal codes and regulations.
- D. For all work performed, the successful respondent must provide a competent job-site supervisor and any necessary assistants, all approved by the City's Project Manager. The job-site supervisor must be present at all times while work is in progress. The job-site supervisor will represent the successful respondent at all times while all directions given will be binding as per the contract documents. The job-site supervisor must have a minimum of 5 years of experience in the rehabilitation of Sanitary Sewer Manholes, Lift Stations, and Wet Wells utilizing a product that consists of a pure fused Calcium Aluminate Cementitious Liner.
- E. **Failure to provide the minimum qualifications and requirements described in this section with the bid response result in the bid being declared non-responsive.**

3.5. Part 5: Measurement and Payment

- A. Payments to the successful respondent will be made on the basis of the unit price in the Price Schedule as full and complete payment for furnishing all materials, labor, tools, and equipment, and for performing all operations necessary to complete the rehabilitation work of sewer manholes, lift stations, and wet wells by various trenchless methods as authorized by the City. The City will establish an annual renewable contract for these services with the successful bidders as described in this solicitation.
- B. The unit price from the Price Schedule must include all costs and expenses for taxes, labor, equipment, materials, commissions, transportation charges & expenses, patent fees & royalties, labor for handling materials during the inspection, together with any and all other costs and expenses for performing and completing the work as shown on the details and specified herein. The Basis of Payment for an item at the price shown in the

Request For Bid #RFB 23-085

Title: Sanitary Sewer Manhole, Vault, and Lift Station Rehabilitation

Price Schedule will be in accordance with its description of the item and as related to the work specified. Unit prices will be applied to the actual quantities furnished and installed.

1. The successful respondent's attention is called to the fact that the quotations for the various items of work are intended to establish a total price for completing the work in its entirety. Should the successful respondent feel that the cost for any item of work has not been established in the Price Schedule, the cost for that work will be included in some other applicable item, so that the price for the item reflects the total price for completing the work in its entirety.
- C. No separate payment will be made for the following work if required and its cost must be included in appropriate payment items:
- a. Applications and pulling of all utility and construction permits;
 - b. Dewatering and disposal of surplus water;
 - c. Structural repairs;
 - d. Cleanup;
 - e. Testing materials and apparatus;
 - f. Maintenance of utility service;
 - g. Appurtenant work;
 - h. Inspection Photo Records;
 - i. Maintenance of Traffic
- D. The following section will clarify the work included for the items listed in the Price Schedule.

Measurement

- A. Payment will be determined by actual measurement of the completed items, in place, ready for service, and accepted by the City's Project Manager unless otherwise specified. The City's Project Manager must witness all field measurements.
- B. When depths are indicated in the line item, they must be measured vertically from the existing grade, paved or unpaved, to the pipe invert.
- C. It is intended that all work required for completion must be included in the various line items as described in the following paragraphs.
 1. CEMENTITIOUS LINING MANHOLE, BRICK, OR PRECAST REHABILITATION (1/2" thick minimum in manholes)
 - a. This item of work will be measured and paid for at the unit price per vertical foot of 48-inch or 60-inch diameter of the manhole wall named in the Pricing Section. Measurement must be made from the bench, at its highest point, to the upper

Request For Bid #RFB 23-085

Title: Sanitary Sewer Manhole, Vault, and Lift Station Rehabilitation

limit of the actually treated wall, cone, or chimney. Payment of the unit price per vertical foot will provide complete compensation for cleaning of the wall by both pressurized water and sand or soda blasting; relief of hydrostatic pressure outside the manhole, if necessary; injecting chemical grout to stop active leaks into the manhole, if necessary; furnishing and supplying of all materials or combination of materials making up the patching and coating (waterproofing) and applying or installing them; manufacturer's representative's presence or assistance, if required; isolation of the manhole by plugging entering lines; testing; safety equipment; and all incidentals necessary to obtain a watertight, sealed manhole wall and bench, complete in place.

- b. The successful respondent will be responsible for the new coating that is applied only and not the existing coating.
 - c. Payment for bypass pumping, if required (other than because of damage caused by Contractor); will be paid for under a separate item.
- 2. CEMENTITIOUS LINING OF LIFT STATION/WET WELL SURFACES (1" thick minimum in wet wells)
 - a. This item of work will be measured and paid at the unit price per square foot of wall in a lift station or wet well. Measurement will be made on the actual surface area repaired. Payment of the unit price per square foot will provide compensation for cleaning of the wall by both pressurized water and sand or soda media blasting methods; relief of hydrostatic pressure outside the structure if necessary; injecting chemical grout to stop active infiltration, if necessary; cleaning; surface preparation as specified herein; furnishing and supplying of all materials or combination of materials, including liner manufacture's representative's presence or assistance, if required; isolation of the lift station or wet well by plugging entering lines; testing; safety equipment for personnel; labor, tools and equipment; and all incidentals necessary to obtain a watertight, sealed wall and bench, complete in place.
 - b. The successful respondent will be responsible for the new coating that is applied only and not the existing coating.
- 3. BYPASS PUMPING OF SEWERS
 - a. BYPASS PUMP AND PIPING SETUP
 - i. These pay items provide complete compensation for bypass pumping operations required for sewer manhole, lift station, and wet well rehabilitation. The successful respondent must attempt to perform the rehabilitation sewer work without bypass pumping. However, if in the opinion of the City, bypass pumping is necessary, it will be identified as a payment item. The pay item is a one-time charge for all bypass pumping setup operations during a given lining installation, including services, regardless of the number of pumps

Request For Bid #RFB 23-085

Title: Sanitary Sewer Manhole, Vault, and Lift Station Rehabilitation

required. Bypass pumping must be bid on the basis of the sewer size which is bypassed.

- ii. These items must include, but are not limited to all necessary and required traffic control; pumps; piping; gasoline/diesel fuel; maintenance; transportation and storage; temporary bypass and service piping; labor; materials and/or any other costs associated with bypass pumping.
- iii. Plugging or blocking a sewer line must be included in the appropriate bid item for which the flow must be stopped, this is considered incidental work and no additional payment shall be considered.

b. BYPASS PUMP

- i. These items will be paid for on a per-day basis for the operation of the bypass pumps. Bypass pump operation will be on the basis of the size of the pump used. These items must include fuel operating costs.

4. ADJUSTING EXISTING MANHOLE CASTINGS

- a. These pay items provide complete compensation for furnishing all necessary labor, equipment, and materials to adjust existing manholes to match existing elevations.

5. FURNISH NEW MANHOLE RING AND COVER

- a. This pay item provides complete compensation for furnishing new manhole rings and covers as specified by the City.

6. RECONSTRUCT A COMPLETE BENCH AND FLOW CHANNEL

- a. This pay item provides complete compensation for furnishing all necessary labor, equipment, and materials required to re-construct a complete bench and flow channel, as required per the City's minimum standards.

7. INSTALLATION OF CHIMNEY SEALS

- a. These pay items provide complete compensation for furnishing all necessary labor, equipment, and material required to install manhole chimney seals.

8. REMOVAL OF EXISTING COATINGS

- a. These pay items provide complete compensation for furnishing all necessary labor, equipment, and materials necessary to remove any existing coatings that may exist in full or any portion of an existing structure.

9. REMOVE AND REPLACE EXISTING PIPING AND VALVES

- a. These pay items provide complete compensation for furnishing all necessary labor, equipment, and materials necessary to remove and replace all existing piping, check valves, plug valves, and all miscellaneous materials required for

Request For Bid #RFB 23-085

Title: Sanitary Sewer Manhole, Vault, and Lift Station Rehabilitation

this installation. This work will start at existing pump bases and will terminate prior to where discharge piping exits the existing valve vault. All work must comply with the City of Clermont minimum standards.



City of Clermont
Procurement Services Department
685 W. Montrose Street
Clermont, FL 34711

VENDOR INFORMATION

The following information along with a current W-9 form must be provided to the Procurement Services Department for all new vendors and when current vendors remit information changes.

Name of Individual or Business: Danus Utilities, Inc.

Contact Person and Title: Daniel J Pardus - President

Vendor Street Address: 2320 Beardall Ave

Vendor City, State, ZIP: Sanford, FL 32771

Vendor Mailing Address (if different from above): PO Box 291671, Port Orange, FL 32129

Vendor Email Address: robert@danusutilities.com

Vendor Email Address for Purchase Order (if different from above):

Phone Number: 386-804-0068 Fax Number: 407-878-1254

Taxpayer Identification Number (include a copy of your W9 form): 27-0404772

Remit to Information (if different from above):

Payment Remit to Name: _____

Payment Remit to Address: _____

Payment Remit to City, State, ZIP: _____

Please return the completed Vendor Information along with the required W-9 form by email to:
procurementservices@clermontfl.org

For any questions, please call the Procurement Services Department at (352) 241-7350.

Exhibit A

GROUP 1 PRICING (MANHOLE AND/OR VAULT REHABILITATION)

Danus Utilities, Inc.

Line Item	Description	Quantity	UOM	Unit Cost	Total
1	Cementitious lining of Brick Manhole – 48 in. Diameter	50	VF	\$ 270.00	\$ 13,500.00
2	Cementitious lining of Pre-cast Manhole – 48 in. Diameter	250	VF	\$ 240.00	\$ 60,000.00
3	Cementitious lining of Brick Manhole – 60 in. Diameter	40	VF	\$ 300.00	\$ 12,000.00
4	Cementitious lining of Pre-cast Manhole – 60 in. Diameter	25	VF	\$ 270.00	\$ 6,750.00
5	Adjust Existing Manhole Casting within Asphalt Pavement	1	EA	\$ 1,325.00	\$ 1,325.00
6	Adjust Existing Manhole Casting within Green Area	10	EA	\$ 925.00	\$ 9,250.00
7	Furnish New Ring and Cover USF 170 (SANITARY)	1	EA	\$ 425.00	\$ 425.00
8	Re-Construct Manhole Bench and Flow Channel	2	EA	\$ 750.00	\$ 1,500.00
	Total				\$ 104,750.00

GROUP 2 PRICING (LIFSTATION REHABILITATION)

Danus Utilities, Inc.

Line Item	Description	Quantity	UOM	Unit Cost	Total
9	Lift Station Surface Rehabilitation by Cementitious Lining.	100	SF	\$ 32.00	\$ 3,200.00
10.a	Bypass 8 in. Sewer Setup	9	EA	\$ 750.00	\$ 6,750.00
10.b	Bypass 10 in. to 12 in. Sewer Setup	4	EA	\$ 900.00	\$ 3,600.00
10.c	Bypass 15 in. to 18 in. Sewer Setup	4	EA	\$ 1,000.00	\$ 4,000.00
10.d	Sewer Bypass 4 in. Pump	25	Per Day	\$ 610.00	\$ 15,250.00
10.e	Sewer Bypass 6 in. Pump	10	Per Day	\$ 1,000.00	\$ 10,000.00
10.f	Sewer Bypass 8 in. Pump	10	Per Day	\$ 1,350.00	\$ 13,500.00
11.a	Furnish and Install Pump Base – 4 in. (inclusive of pump brackets)	10	EA	\$ 3,125.00	\$ 31,250.00
11.b	Furnish and Install Pump Base – 6 in. (inclusive of pump brackets)	4	EA	\$ 3,750.00	\$ 15,000.00
11.c	Furnish and Install Pump Base – 8 in. (inclusive of pump brackets)	4	EA	\$ 7,600.00	\$ 30,400.00
12.a	Re-Construct Lift Station Fillet – 6 ft. Diameter	5	EA	\$ 800.00	\$ 4,000.00
12.b	Re-Construct Lift Station Fillet – 8 ft. Diameter	2	EA	\$ 850.00	\$ 1,700.00
12.c	Re-Construct Lift Station Fillet – 10 ft. Diameter	2	EA	\$ 900.00	\$ 1,800.00
12.d	Re-Construct Lift Station Fillet – 12 ft. Diameter	2	EA	\$ 950.00	\$ 1,900.00
13	Removal of Existing Coating	200	SF	\$ 10.00	\$ 2,000.00
	Remove and Replace Existing Piping and Valves within Existing Submersible				
14.a	Lift Station through Existing Valve Vault – 4 in. (price per each riser)	10	EA	\$ 15,270.00	\$ 152,700.00

	Remove and Replace Existing Piping and Valves within Existing Submersible				
14.b.	Lift Station through Existing Valve Vault – 6 in. (price per each riser)	4	EA	\$ 19,050.00	\$ 76,200.00
	Remove and Replace Existing Piping and Valves within Existing Submersible				
14.c	Lift Station through Existing Valve Vault – 8 in. (price per each riser)	4	EA	\$ 28,150.00	\$ 112,600.00
	Remove and Replace Existing Piping and Valves within Existing Submersible				
14.d	Lift Station through Existing Valve Vault – 10 in. (price per each riser)	4	EA	\$ 37,495.00	\$ 149,980.00
	Remove and Replace Existing Piping and Valves within Existing Submersible				
14.e	Lift Station through Existing Valve Vault – 12 in. (price per each riser)	4	EA	\$ 45,920.00	\$ 183,680.00
15.a	Furnish and Install 6 ft. top slab with 36in. x 48in. hatch with Safety Gate	5	EA	\$ 8,865.00	\$ 44,325.00
	Furnish and Install 8 ft. top slab with 36in. x 48in. hatch with Safety Gate				
15.b	(Coal Tar Epoxy Coating)	2	EA	\$ 10,930.00	\$ 21,860.00
16.a	Furnish and install 5 ft. x 5 ft. valve box with 48in. x 48in. Hatch (Coal Tar	5	EA	\$ 16,460.00	\$ 82,300.00
16.b	Furnish and install 6 ft. x 6 ft. valve box with 48in. x 48in. Hatch (Coal Tar	2	EA	\$ 17,890.00	\$ 35,780.00
17.a	Temporary Bypass Riser – 4 in.	5	EA	\$ 4,485.00	\$ 22,425.00
17.b	Temporary Bypass Riser – 6 in.	2	EA	\$ 5,710.00	\$ 11,420.00
17.c	Temporary Bypass Riser – 8 in.	2	EA	\$ 8,375.00	\$ 16,750.00
18.a	2 in. SS Dual Guide rails with brackets – 10 ft. to 15 ft. (Price Per Pump)	10	EA	\$ 1,972.00	\$ 19,720.00
18.b	2 in. SS Dual Guide rails with brackets – 15 ft. to 20 ft. (Price Per Pump)	5	EA	\$ 2,012.00	\$ 10,060.00
19.a	3 in. SS Dual Guide rails with brackets – 10 ft. to 15 ft. (Price Per Pump)	5	EA	\$ 2,812.00	\$ 14,060.00
19.b	3 in. SS Dual Guide rails with brackets – 15 ft. to 20 ft. (Price Per Pump)	5	EA	\$ 3,012.00	\$ 15,060.00
20	Furnish and Install 3 in. Drain	5	EA	\$ 600.00	\$ 3,000.00
21	Furnish and Install SCH-80 PVC Vent – 4 in.	5	EA	\$ 550.00	\$ 2,750.00
22.a	Drain and Clean Wet Well – 6 ft.	5	EA	\$ 1,700.00	\$ 8,500.00
22.b	Drain and Clean Wet Well – 8 ft.	2	EA	\$ 1,837.00	\$ 3,674.00
22.c	Drain and Clean Wet Well – 10 ft.	3	EA	\$ 2,075.00	\$ 6,225.00
22.d	Drain and Clean Wet Well – 12 ft.	3	EA	\$ 2,212.00	\$ 6,636.00
	Connect Lift Station Piping to Existing Force Main – 4 in. (Include Line Stop				
23.a.i	and Plug Valve) PVC Force Main	5	EA	\$ 14,450.00	\$ 72,250.00
	Connect Lift Station Piping to Existing Force Main – 4 in. (Include Line Stop				
23.a.ii	and Plug Valve) Ductile Force Main	5	EA	\$ 15,400.00	\$ 77,000.00
	Connect Lift Station Piping to Existing Force Main – 6 in. (Include Line Stop				
23.b.i	and Plug Valve) PVC Force Main	2	EA	\$ 14,760.00	\$ 29,520.00

23.b.ii	Connect Lift Station Piping to Existing Force Main – 6 in. (Include Line Stop and Plug Valve) Ductile Force Main	2	EA	\$ 15,400.00	\$ 30,800.00
23.c.i	Connect Lift Station Piping to Existing Force Main – 8 in. (Include Line Stop and Plug Valve) PVC Force Main	2	EA	\$ 17,755.00	\$ 35,510.00
23.c.ii	Connect Lift Station Piping to Existing Force Main – 8 in. (Include Line Stop and Plug Valve) Ductile Force Main	2	EA	\$ 18,410.00	\$ 36,820.00
23.d.i	Connect Lift Station Piping to Existing Force Main – 10 in. (Include Line Stop and Plug Valve) PVC Force Main	2	EA	\$ 22,525.00	\$ 45,050.00
23.d.ii	Connect Lift Station Piping to Existing Force Main – 10 in. (Include Line Stop and Plug Valve) Ductile Force Main	2	EA	\$ 23,050.00	\$ 46,100.00
23.e.i	Connect Lift Station Piping to Existing Force Main – 12 in. (Include Line Stop and Plug Valve) PVC Force Main	2	EA	\$ 26,320.00	\$ 52,640.00
23.e.ii	Connect Lift Station Piping to Existing Force Main – 12 in. (Include Line Stop and Plug Valve) Ductile Force Main	2	EA	\$ 26,965.00	\$ 53,930.00
24.a	Removal, Furnish and Installation of HDPE Riser Pipe, Bracket, Base Ell and Base Plate in Place of Ductile Iron Riser and Fitting on Line Item 14.a – 4 in. (This price will be either added if more or subtracted if less from original	2	EA	\$ 15,200.00	\$ 30,400.00
24.b	Removal, Furnish and Installation of HDPE Riser Pipe, Bracket, Base Ell, and Base Plate in Place of Ductile Iron Riser and Fitting on Line Item 14.b – 6 in. (This price will be either added if more or subtracted if less from original	3	EA	\$ 18,725.00	\$ 56,175.00
24.c	Removal, Furnish and Installation of HDPE Riser Pipe, Bracket, Base Ell, and Base Plate in Place of Ductile Iron Riser and Fitting on Line Item 14.c – 8 in. (This price will be either added if more or subtracted if less from original	3	EA	\$ 27,100.00	\$ 81,300.00
24.d	Removal, Furnish and Installation of HDPE Riser Pipe, Bracket, Base Ell, and Base Plate in Place of Ductile Iron Riser and Fitting on Line Item 14.d – 10 in. (This price will be either added if more or subtracted if less from original	3	EA	\$ 36,375.00	\$ 109,125.00
24.e	Removal, Furnish, & Installation of Existing Potable water Piping and PRV (This price will be either added if more or subtracted if less from original	3	EA	\$ 44,400.00	\$ 133,200.00
25.a	Valve within Existing and through Existing Valve Vault – 6 in.	1	EA	\$ 9,400.00	\$ 9,400.00
25.b	Removal, Furnish, & Installation of Existing Potable water Piping and PRV Valve within Existing and through Existing Valve Vault – 8 in.	1	EA	\$ 12,875.00	\$ 12,875.00

	Removal, Furnish, & Installation of Existing Potable water Piping and PRV				
25.c	Valve within Existing and through Existing Valve Vault – 10 in.	1	EA	\$ 17,825.00	\$ 17,825.00
	Removal, Furnish, & Installation of Existing Potable water Piping and PRV				
25.d	Valve within Existing and through Existing Valve Vault – 12 in.	1	EA	\$ 24,475.00	\$ 24,475.00
26.a	2-in. Line Stop Stainless Steel	1	EA	\$ 9,650.00	\$ 9,650.00
26.b	4-in. Line Stop Stainless Steel	1	EA	\$ 10,950.00	\$ 10,950.00
26.c	6-in. Line Stop Stainless Steel	1	EA	\$ 11,500.00	\$ 11,500.00
26.d	8-in. Line Stop Stainless Steel	1	EA	\$ 12,375.00	\$ 12,375.00
26.e	10-in. Line Stop Stainless Steel	1	EA	\$ 13,410.00	\$ 13,410.00
26.f	12-in. Line Stop Stainless Steel	1	EA	\$ 15,725.00	\$ 15,725.00
26.g	14-in. Line Stop Stainless Steel	1	EA	\$ 19,100.00	\$ 19,100.00
26.h	16-in. Line Stop Stainless Steel	1	EA	\$ 22,190.00	\$ 22,190.00
26.i	20-in. Line Stop Stainless Steel	1	EA	\$ 25,270.00	\$ 25,270.00
	Total				\$ 2,238,620.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/20/2024

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 Caton-Hosey Insurance 3731 Nova Rd. Port Orange FL 32129		CONTACT NAME: Melissa Adrian, CPSR PHONE (A/C, No, Ext): (386) 767-3161 FAX (A/C, No): (386) 760-1770 E-MAIL ADDRESS: melissa@catonhosey.com	
INSURED Danus Utilities, Inc 4133 Saddle Club Dr New Smyrna Beach FL 32168		INSURER(S) AFFORDING COVERAGE INSURER A: Specialty Builders Ins. Co. INSURER B: Auto-Owners Ins INSURER C: Travelers Excess & Surplus Lines Co INSURER D: National Builders Insurance Company INSURER E: Federal Insurance Company INSURER F:	
		NAIC # 16826 18988 29696 16632 20281	

COVERAGES**CERTIFICATE NUMBER:** CL2462032848**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	Y		PKG-0351006-01	07/02/2024	07/02/2025	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	☒ Contractual Liability						MED EXP (Any one person) \$ 5,000
	☒ XCU Included						PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$ 2,000,000
	☐ POLICY ☒ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						\$
B	AUTOMOBILE LIABILITY			4806741403	07/02/2024	07/02/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							PIP-Basic \$ 10,000
C	☒ UMBRELLA LIAB ☒ OCCUR			CUP-8W978480-24-NF	07/02/2024	07/02/2025	EACH OCCURRENCE \$ 4,000,000
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$ 4,000,000
	☐ DED ☒ RETENTION \$ 10,000						\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y / N ☒ N	N / A	WCV 0264441 08	07/02/2024	07/02/2025	☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						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
E	Rented & Leased Equipment			45471710	06/24/2024	06/24/2025	Limit \$350,000
							Deductible \$1,000

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

Notice of Cancellation is 30 days unless with respect to Non-Payment Cancellation which will be 10 days. Certificate Holder is included as an Additional Insured for General Liability Only with respects to operations of the Named Insured and as required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

City of Cocoa 65 Stone St 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

© 1988-2015 ACORD CORPORATION. All rights reserved.



STANDARD FORM FOR NEW PIGGYBACK CONTRACT

The **City of Cocoa**, a Florida Municipal Corporation ("City") enters this "Piggyback" Contract with Danus Utilities, Inc., 2320 Beardall Ave., Sanford, FL 32771 (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 City of Clermont, FL said contract being identified as: Sanitary Sewer Manhole, Vault, and Lift Station Rehabilitation, Contract No. 2023-071, (referred to as the "original government contract").

Work assigned under this contract may include, but is not limited to, the following types of projects: Sanitary Sewer Manhole, Vault, and Lift Station Rehabilitation, 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. 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 Danus Utilities, Inc. The term of said agreement shall be for the period effective date of signature through 8/7/2026 with renewal option for three (3) additional one-year terms.

The City of Cocoa intends to utilize said agreement for Fiscal Year 2024 through 2026 and shall not exceed the budgeted amount, any change orders to this amount must be approved by City Council.

2.2 Insurance Requirements (As Applicable):

A. 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-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.

2.2. E-Verify:

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.

2.3. 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.

2.4. Venue:

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.

2.5. 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.

2.6. 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
Danus Utilities, Inc Attn: Daniel J Pardus, President 2320 Beardall Ave Sandford, FL 32771 Phone: 386-804-0068 Email: robert@danusutilities.com	City of Cocoa Attn: Stockton Whitten, City Manager 65 Stone Street Cocoa, FL 32922

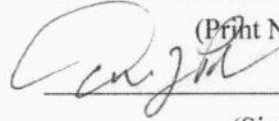
3. All other provisions in the original government contract (Exhibit "A") are fully binding on the parties and will represent the agreement between the City of Cocoa and the Vendor.
4. This contract is not a requirements agreement nor is it an exclusive agreement. Accordingly, the City of Cocoa reserves 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.

Danus Utilities, Inc

Entered this _____ day of _____

Daniel J Pardus - President

(Print Name / Title)



(Signature)

5/20/2024

(Date)

City Council Approval Required

☒ Yes (Approved by Mayor)

☐ No (Approved by City Manager)

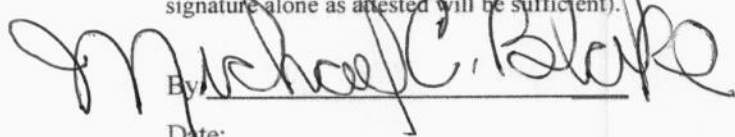
CITY OF COCOA

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).



By: _____

Date: _____

(Michael C. Blake, Mayor)

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




Attested By: City Clerk

From: [Freddy Suarez](#)
To: [Christine Savage](#)
Subject: RE: Permission Piggyback Contract No. 2023-071 Sanitary Sewer Manhole, Vault, and Lift Station Rehabilitation
Date: Wednesday, May 15, 2024 10:52:15 AM
Attachments: [image002.jpg](#)
[image003.jpg](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)
[image007.png](#)
[image015.jpg](#)
[image016.jpg](#)
[image017.jpg](#)
[image018.jpg](#)
[image019.png](#)
[image020.jpg](#)
[image021.png](#)

EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!

Granted.



Freddy L. Suarez, MPA, CPPB
Procurement Services Director

685 W. Montrose St., Clermont, FL 34711
Tel 352-241-7350 | Fax 352-394-2379
fsuarez@clermontfl.org
www.clermontfl.gov

Our mission: To preserve and enhance the quality of life for the
Clermont community by providing exceptional services.

2023 Award Winners Email Signature



From: Christine Savage <csavage@cocoafl.gov>
Sent: Wednesday, May 15, 2024 10:38 AM
To: Freddy Suarez <fsuarez@clermontfl.org>
Subject: Permission Piggyback Contract No. 2023-071 Sanitary Sewer Manhole, Vault, and Lift Station Rehabilitation

Good morning,

On behalf of the City of Cocoa's Finance Department – Purchasing Division we would like to request permission to piggyback Contract No. 2023-071 Sanitary Sewer Manhole, Vault, and Lift Station Rehabilitation, original contract attached for reference. Should permission be granted, please provide any addendums, amendments, or pricing table updates as applicable. If approved, a response via email granting permission is sufficient. Thank you in advance.

Have a great day!



Christine Savage
Junior Buyer & Contract Specialist

65 Stone Street • Cocoa, FL 32922

☐ (321) 433-8775 ☐ Csavage@cocoafl.gov ☐

www.CocoaFL.gov



PLEASE NOTE: Florida has a very broad public records law. Most written communications (including contents of emails and email addresses) to or from City of Cocoa officials and employees regarding public business are public records available to the public and media upon request. Your written and e-mail communications may be subject to public disclosure. If you do not want your written and email communications released in response to a public records request, do not send written or email communications to City of Cocoa officials and employees. Instead, contact this office by phone.

Website: <https://www.clermontfl.gov/>

PLEASE NOTE: Under Florida law, e-mail addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.



CONTRACTOR E-VERIFY AFFIDAVIT

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

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

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

Print Name: Daniel J Pardus

Date: 5/20/2024

STATE OF FLORIDA

COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 5/20/2024 (date) by Daniel J Pardus (name of officer or agent, title of officer or agent) of Danus Utilities, Inc. (name of corporation acknowledging), a Florida (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced Personally Known (type of identification) as identification.

[Notary Seal] Notary Public

Robert H Brown

Name typed, printed or stamped

My Commission Expires: October 23, 2025



Company ID Number: 961730

**THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS**

**ARTICLE I
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and the Danus Utilities, Inc. (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

Company ID Number: 961730

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

Company ID Number: 961730

employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

Company ID Number: 961730

(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

Company ID Number: 961730

reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

Company ID Number: 961730

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

Company ID Number: 961730

Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

Company ID Number: 961730

- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify

Company ID Number: 961730

case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

Company ID Number: 961730

employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

- a. Scanning and uploading the document, or
- b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

Company ID Number: 961730

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI

PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
- E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,

Company ID Number: 961730

Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

Company ID Number: 961730

Approved by:

Employer Danus Utilities, Inc.	
Name (Please Type or Print) Robert H Brown	Title
Signature Electronically Signed	Date 04/08/2016
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 04/08/2016

Company ID Number: 961730

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	Danus Utilities, Inc.
Company Facility Address	2320 Beardall Ave Sanford, FL 32771
Company Alternate Address	
County or Parish	SEMINOLE
Employer Identification Number	270404772
North American Industry Classification Systems Code	221
Parent Company	
Number of Employees	10 to 19
Number of Sites Verified for	1

Company ID Number: 961730

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

FLORIDA

1 site(s)

Company ID Number: 961730

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Robert H Brown
Phone Number	(386) 804 - 0068
Fax Number	(407) 878 - 1254
Email Address	danus2@cfl.rr.com

Company ID Number: 961730

Page intentionally left blank

CITY COUNCIL AGENDA ITEM

Memo Date: June 16, 2025
Agenda Date: July 8, 2025
File ID: 2025-550
Prepared By: Melinda Keesee, Field Operations Technician
Through: Donnie Howard, Asst. WFO Manager
Requested Action: Approve the Purchase with Hydra Service, Inc., Debary, Florida for the Systematic Replacement of Lift Station Pumps, Project No. WS1141, Utilizing the Orange County Contract No. Y21-170-MV effective August 1, 2021 through July 31, 2024, Renewed through July 31, 2025; and To Authorize a Budgeted Expenditure for these Services not to Exceed \$143,136

BACKGROUND:

Project No. WS1141 was established to replace aging lift station pumps with newer, more efficient pumps annually. In FY25, twelve (12) pumps have been identified by the Sewer Field Operations staff as candidates for replacement due to age, number of cycles, etc.

On July 12, 2022, City Council approved participation in a multi-year cooperative purchase agreement with Hydra Service, Inc. utilizing the Orange County Contract No. Y21-170-MV, effective August 1, 2021 through July 31, 2024. City Council authorized the City Manager to execute annual renewal amendments under the original contract. The City Manager executed the first renewal through July 31, 2025. This contract had previously been reviewed by the City, and it was determined to be applicable to the services required by Sewer Field Operations.

Therefore, staff is requesting approval to purchase lift station replacement pumps utilizing the previously approved Orange County contract with Hydra Service, Inc., and to authorize a budgeted expenditure for these items not to exceed \$143,136.00 in FY2025.

PRIORITY AREA CONNECTION:

Investment in Public Infrastructure

BUDGETARY IMPACT:

Budgeted? Yes

Amount Requested: \$143,136.00
Account Number: 421-4125-536.46-00
Account Name: Repairs & Maintenance
Project Number: WS1411

PREVIOUS ACTION:

On May 25, 2021, City Council approved Bid No. B-21-13-COC and Contract No. 21-13-COC with Hydra Services, Inc., DeBary, Florida for the Systematic Replacement of Lift Station Pumps, Project No. WS1141.

On July 12, 2022, City Council approved participation in a multi-year cooperative purchase agreement with Hydra Service, Inc., Debary, Florida for the systematic replacement of lift station pumps, Project No. WS1141, Utilizing the Orange County Contract No. Y21-170-MV effective August 1, 2021 through July 31, 2024.

On May 28, 2024 City Council approved the purchase with Hydra Service, Inc., Debary, Florida for the systematic replacement of lift station pumps, Project No. WS1141, Utilizing the Orange County Contract No. Y21-170-MV effective August 1, 2021 through July 31, 2024.

RECOMMENDED MOTION:

Approve the Purchase with Hydra Service, Inc., Debary, Florida for the Systematic Replacement of Lift Station Pumps, Project No. WS1141, Utilizing the Orange County Contract No. Y21-170-MV effective August 1, 2021 through July 31, 2024, Renewed through July 31, 2025; and To Authorize a Budgeted Expenditure for these Services not to Exceed \$143,136



Hydra Service, Inc.
SPECIALIST IN FLUID MOVEMENT



250 Springview Commerce Drive
Debary, FL 32713
Phone: 407 330 3456

Sales Representative
Contact Information
Cell Phone: 321-266-1079

TO:	City of Cocoa	FROM:	John Scott- S2
ATTN:	Greg Torbert	EMAIL:	jscott@hydraservice.net
PHONE	321-433-8668	DATE:	June 24, 2025
FAX:		QUOTE:	250520-3JSRevised
EMAIL:	gtorbert@cocoaf1.gov	REF:	Cocoa Replacement Pumps Per OC Y21-170-MV Piggyback
		ENG FIRM	COC

- 2 Sulzer/ABS XFP100C-CB1.4-PE35/4 5hp, 4" Discharge, 230v, 3ph, w/49' Power Cord, SS Lifting Bale

List Price: \$7,368.00 x.90= \$6,631.00 x= \$13,262.00 Total
LS#40,42
- 2 Sulzer/ABS XFP100E-CB1.5-PE56/4 7-1/2hp, 4" Discharge, 230v, 3ph, w/49' Power Cord, SS Lifting Bale
List Price: \$11,730.00 x.90= \$10,557.00 Each 2 = \$21,114.00 Total
LS#45,55,59
- 2 Sulzer/ABS XFP100E-CB1.4-PE75/4 10HP 4" Disch, 230v, 3ph, w/49' Power Cord, SS Lifting Bale
List Price: \$12,293.00 x.90= \$11,063.00 Each x 2 = \$22,126.00
LS#41,38,37,13
- 2 Sulzer/ABS XFP100E-CB1.2-PE105/4 14hp, 4" Disch, 460v, 3ph, w/49' Power Cord, SS Lifting Bale
List Price: \$12,798.00 x .90= \$11,518.00.00 x2 = \$23,036.00
LS#2, 35
- 2 Sulzer/ABS XFP100E-CB1.2-PE105/4 14HP, 4" Disch, 460v, 3ph, w/49' Power Cord, SS Lifting Bale
List Price: 12,798.00 x .90= \$11,518.00 x 2 = \$23,036.00
LS#15,50,51
- 2 Sulzer/ABS XFP100G-CB1.6-PE185/4 25hp, 4" discharge, 460v, 3ph, w/49' Power Cord, SS Lifting Bale
List Price: \$22535.00.00 x .90= \$20281.00 x2= \$40,562.00
LS#40,43, 31

TOTAL PRICE, F.O.B. JOB, FREIGHT ALLOW **\$143,136.00** PLUS ANY FEDERAL,
STATE OR LOCAL TAXES WHICH MAY APPLY. TERMS ARE NET **30** DAYS. PRICES ARE FIRM 30 DAYS
"HYDRA SERVICE INC TERMS & CONDITIONS APPLY" PAYMENT TERMS NET 30 DAYS.
ESTMTD DELIVERY **6to8** WEEKS AFTER RECEIPT IN OUR OFFICE OF COMPLETE
APPROVED SUBMITTAL DATA AND SIGNED PROPOSAL.
THESE TERMS ARE INDEPENDENT OF, AND ARE NOT CONTINGENT UPON THE TIME OR MANNER
IN WHICH PURCHASER MAY RECEIVE PAYMENT FROM OTHERS.
NO DAY OF FACTORY START-UP IS INCLUDED AND REQUIRED FOR WARRANTY. PAYMENT
FOR MATERIALS WILL BE REQUIRED BEFORE THE AUTHORIZED START-UP IS CONDUCTED.

ACCEPTED DATE _____ Review Date: 6/24/25

NAME OF PURCHASER

John Scott
REVIEWED BY HydraService, Inc.REP.

AMENDMENT NO. 1
CONTRACT NO. Y21-170-MV, FLYGT AND ABS PUMPS, PARTS AND REPAIRS

EFFECTIVE DATE: AUGUST 1, 2021

The subject contract name is changed. Additions are underlined, deletions are ~~strikethrough~~.

CONTRACT NO. Y21-170-MV, ~~FLYGT AND~~ ABS PUMPS, PARTS AND REPAIRS

All other terms, conditions and prices remain unchanged.

IN WITNESS WHEREOF, the County have executed this amendment on the date below:

BOARD OF COUNTY COMMISSIONERS
ORANGE COUNTY, FLORIDA

By: Perry Davis C.P.M.

Perry Davis, C.P.M.

Contracts Supervisor

Date: 8/19/2021



**CONTRACT NO. Y21-170
FLYGT AND ABS PUMPS, PARTS AND REPAIRS**

LOT B

This contract is not valid unless bilaterally executed. Subject to mutual agreement Orange County, Florida, hereby enters into a contract subject to the following:

1. Ordering against Contract:

- A. Unless otherwise specified in the Invitation for Bids, the County will place orders by issuance of a numbered Delivery Order against this contract. Each Delivery Order will specify the quantity, description and location for deliver.
- B. The obligations of Orange County under this contract are subject to need and availability of funds lawfully appropriated for its purpose by the Board of County Commissioners or other funding source as specified in the terms and conditions.

2. Taxes:

The County has the following tax exemption certificates assigned.

- A. Certificate of Registry No. 59-70-004K for tax free transactions under Chapter 32, Internal Revenue Code;
- B. Florida Sales and Use Tax Exemption Certificate No. 85-8012622266C-0.

3. Invoicing:

- A. Invoices must be submitted, in duplicate, referencing this contract number and the Delivery Order to:

Orange County Utilities Field Services Division
8100 Presidents Drive Orlando, FL 32809
Attention: Financial Services Department
Phone: (407) 836-6829

- B. Invoices against this contract are authorized only at the prices stated in your bid response, unless otherwise provided in the Invitation for Bids.

Bidder's Irrevocable Offer and Acceptance

- A. The Bidder hereby submits an irrevocable offer in response to **Invitation for Bids No. Y21-170-MV, FLYGT AND ABS PUMPS, PARTS AND REPAIRS - Term Contract**, subject to all general terms and conditions and special terms and conditions therein without exception.
- B. All requirements contained in any addenda to the solicitation for this procurement are part of and hereby incorporated into this contract.
- C. Debarment, Suspension, Ineligibility and Voluntary Exclusion
By executing Counterpart (1) the Bidder affirms that it is in compliance with the requirements of 2 C.F.R. Part 180 and that neither it, its principals, nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Hydra Service (S), Inc.
(COMPANY NAME)

BY: Keaton Heller (Authorized Signatory)
Keaton Heller (Name)
General Manager (Title)

DATE: 5/10/2021

NOTICES: 250 Springview Commerce Drive (Address)
 (Address)
Debary, FL 32713 (City, State Zip)
407-330-3456 / 407-625-1388 cell (Phone)
kheller@hydraservice.net (Email)

5. Counterparts. This Agreement may be executed in two identical counterparts, all of which shall be considered one and the same agreement and shall become effective when both counterparts have been signed by each party and delivered to the other party.

Counterpart (1) shall be executed by the bidder and included in the sealed bid response.

Counterpart (2) may be executed by the County Procurement Division to formalize Acceptance of Bidders Offer and Contract Award.

6. Counterpart (2):

Orange County's Acceptance of Bidder's Offer and Contract Award

- A. The County's acceptance of the Bidder's offer in response to our **Invitation for Bids No. Y21-170-MV, FLYGT AND ABS PUMPS, PARTS AND REPAIRS - Term Contract**.
- B. This contract is effective **AUGUST 1, 2021**, and shall remain in effect through **JULY 31, 2024**.
- C. The estimated contract award for the initial term of the contract is \$1,383,570.
- D. This is a term contract for the time period specified in the referenced Invitation for Bids, for the products/services covered by this contract. The County is not obligated to purchase any minimum amount of products or services, unless otherwise stipulated in the Invitation for Bids. The bidder is granted authorization to proceed to perform services upon receipt of duly executed Delivery Order.
- E. This contract may be renewed as provided in the Invitation for Bids.
- F. Any amendments modifying the terms, conditions or scope of this contract must be in writing and signed by both parties. Such amendment(s) must be signed by the representative of the Orange County Procurement Division to be valid, binding, and enforceable.
- G. This contract may be cancelled or terminated as provided for in the Invitation for Bids.

ORANGE COUNTY, FLORIDA

BY:



Zulay Millan, CPPO, CPPB, FCCM
Procurement Division

DATE:

07.29.2021

**NOTICES: PROCUREMENT DIVISION
INTERNAL OPERATIONS CENTRE II
400 EAST SOUTH STREET, 2ND FLOOR
ORLANDO, FLORIDA 32801
(407) 836- 5635**

LOT B – ABS PUMPS

ITEM NO.	DESCRIPTION	ESTIMATED ANNUAL USAGE	UNIT	X	UNIT COST PERCENTAGE MARK-UP OR MARK-DOWN FROM MANUFACTURER'S SUGGESTED RETAIL PRICE (MSRP)		=	TOTAL ESTIMATED ANNUAL BID
1	ABS Pumps	\$75,000	Dollars	X	<u>10</u>	%	=	\$ <u>67,500.00</u>
☐ MARK-UP OR ☒ MARK-DOWN								
2	ABS Parts	\$402,600	Dollars	X	<u>10</u>	%	=	\$ <u>362,340.00</u>
☐ MARK-UP OR ☒ MARK-DOWN								

ITEM NO.	SERVICES	ESTIMATED ANNUAL USAGE	UNIT	X	UNIT PRICE	=	TOTAL ESTIMATED ANNUAL BID
3	HOURLY LABOR RATE FOR REPAIRS	350	HOURS	X	\$ <u>85.00</u>	=	\$ <u>29,750.00</u>
4	ENVIRONMENTAL FEE 1 TO 10 HP	10	EACH	X	\$ <u>20.00</u>	=	\$ <u>200.00</u>
5	ENVIRONMENTAL FEE 11 TO 50 HP	20	EACH	X	\$ <u>40.00</u>	=	\$ <u>800.00</u>
6	ENVIRONMENTAL FEE GREATER THAN 51 HP	10	EACH	X	\$ <u>60.00</u>	=	\$ <u>600.00</u>

Hydra Service, (S) Inc.

Company Name

				%	N/A	
7	FLANGE DRILLING SERVICE	\$200	DOLLARS	X	☐ MARK-UP OR ☒ MARK-DOWN	= \$ 0.00

TOTAL ESTIMATED ANNUAL BID LOT B (LINES 1 THROUGH 7) = \$ 461,190.00

X 3

TOTAL ESTIMATED THREE-YEAR BID LOT B = \$ 1,383,570.00

TOTAL ESTIMATED THREE-YEAR BID LOT A + LOT B = \$ Cannot bid lot A

Hydra Service (S), Inc.

Company Name

IMPORTANT NOTE: When completing your bid, do not attach any forms which may contain terms and conditions that conflict with those listed in the County's bid documents(s). Inclusion of additional terms and conditions such as those which may be on your company's standard forms shall result in your bid being declared non-responsive as these changes will be considered a counteroffer to the County's bid.

Inquiries regarding this Invitation for Bids may be directed to Melisa Vergara, Contracting Agent, at Melisa.Vergara@ocfl.net

BID RESPONSE FORM - CONTINUED
THE FOLLOWING SECTION MUST BE COMPLETED BY ALL BIDDERS:

Company Name: Hydra Service (S) Inc.

NOTE: COMPANY NAME MUST MATCH LEGAL NAME ASSIGNED TO TIN
NUMBER. CURRENT W9 MUST BE SUBMITTED WITH BID.

TIN#: 63-1209755 D-U-N-S® # 96-520-9146

250 Springview Commerce Drive Debary
(Street No. or P.O. Box Number) (Street Name) (City)

Volusia Florida 32713
(County) (State) (Zip Code)

Contact Person: Dale Jahn

Phone Number: 407-790-9751 Fax Number: 407-330-3404

Email Address: Dale@hydraservice.net

EMERGENCY CONTACT

Emergency Contact Person: Keaton Heller

Telephone Number: 407-330-3456 Cell Phone Number: 407-625-1388

Residence Telephone Number: 800-323-1731 Email: kheller@hydraservice.net

ACKNOWLEDGEMENT OF ADDENDA

The Bidder shall acknowledge receipt of any addenda issued to this solicitation by completing the blocks below or by completion of the applicable information on the addendum and returning it not later than the date and time for receipt of the bid. Failure to acknowledge an addendum that has a material impact on this solicitation may negatively impact the responsiveness of your bid. Material impacts include but are not limited to changes to specifications, scope of work/services, delivery time, performance period, quantities, bonds, letters of credit, insurance, or qualifications.

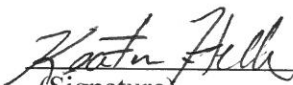
Addendum No. 1, Date 4/22/2021 Addendum No. , Date

Addendum No. , Date Addendum No. , Date

AUTHORIZED SIGNATORIES/NEGOTIATORS

The Bidder represents that the following **principals** are authorized to sign bids, negotiate and/or sign contracts and related documents to which the bidder will be duly bound. Principal is defined as an employee, officer or other technical or professional in a position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.

Name	Title	Telephone Number/Email
Keaton Heller	General Manager	407-330-3456 / kheller@hydraservice.net
Dale Jahn	District Sales Manager	407-790-9751 / dale@hydraservice.net


(Signature)
General Manager
(Title)
Hydra Service (S), Inc.
(Name of Business)

5/10/2021
(Date)

The Bidder shall complete and submit the following information with the bid:

Type of Organization

☐ Sole Proprietorship ☐ Partnership ☐ Non-Profit
☐ Joint Venture* ☒ Corporation

State of Incorporation: Alabama

Principal Place of Business (Florida Statute Chapter 607): Warrior/Blount/Alabama
City/County/State

THE PRINCIPAL PLACE OF BUSINESS SHALL BE THE ADDRESS OF THE BIDDER'S PRINCIPAL OFFICE AS IDENTIFIED BY THE FLORIDA DIVISION OF CORPORATIONS.

Federal I.D. number is: 63-1209755

* Joint venture firms must complete and submit with their Bid Response the form titled "Information for Determining Joint Venture Eligibility", and a copy of the formal agreement between all joint venture parties. This joint venture agreement must indicate the parties' respective roles, responsibilities and levels of participation for the project. **If proposing as a Joint Venture, the Joint Venture shall obtain and maintain all contractually required insurance in the name of the Joint Venture as required by the Contract. Individual insurance in the name of the parties to the Joint venture will not be accepted.** Failure to timely submit the required form along with an attached written copy of the joint venture agreement may result in disqualification of your Bid Response

April 22, 2021
BOARD OF COUNTY COMMISSIONERS
ORANGE COUNTY, FLORIDA
INVITATION FOR BID (IFB) Y21-170-MV; ADDENDUM #1
FLYGT AND ABS PUMPS, PARTS AND REPAIRS

This Addendum is hereby incorporated into the bid documents of the project referenced above. The following items are clarifications, corrections, additions, deletions, and/or revisions to and shall take precedence over the original documents. Additions are indicated by underlining and deletions via ~~striketrough~~.

A. Questions and Answers

Question 1 - Our internal contracts team indicated that they would like to see the following verbiage added to the contract.

Mutual Waiver and Limitation of Liability

*County and Contractor (inclusive of their respective officers, directors, members, partners, subcontractors, and employees) shall be not be liable to each other for loss of profit or revenue, loss of use or business opportunity, loss of contract, cost of obtaining alternative performance, or for any indirect, consequential, special, incidental and punitive damages. The aggregate liability of each party, whether under contract law, in tort, or otherwise, is limited to the Contract price ("Cap"). **This Cap does not apply to or limit any claim for:** (a) costs, losses, or damages asserted by third parties for destruction of tangible property, (b) bodily injury, sickness, or death of any persons; or (c) gross negligence or willful misconduct.*

Answer – The verbiage shall remain as written in the solicitation.

B. ACKNOWLEDGEMENT OF ADDENDA

- a. The bidder shall acknowledge receipt of this addendum by completing that applicable section in the solicitation or by completion of the acknowledgement information on the addendum. Either form of acknowledgement must be completed and returned no later than the date and time for receipt of the bid.
- b. All other terms and conditions of the IFB remain the same.
- c. Receipt acknowledge by:

Authorized Signature

Date

Title

Name of Firm



**ORANGE COUNTY FLORIDA
PROCUREMENT DIVISION**

NOTICE IS HEREBY GIVEN that Orange County, Florida, henceforth referred to as the County is accepting sealed bids for:

**INVITATION FOR BIDS #Y21-170-MV, FLYGT AND ABS PUMPS, PARTS
AND REPAIRS TERM CONTRACT**

Copies of the Invitation for Bids (IFB) documents may be obtained from the Orange County Procurement Division by phoning (407) 836-5635 or by download at:

<https://app.negometrix.com/buyer/691>

BID SUBMISSION DUE DATE:

In an effort to help promote social distancing measures during the COVID-19 Public Health Emergency, electronic submissions will be accepted by the County.

Firms are strongly encouraged to submit responses electronically. Firms will not be permitted to fax or email offers.

To maintain a secured sealed process electronic submissions may be made through the Negometrix platform only at: <https://app.negometrix.com/buyer/691>

Sealed bid offers for furnishing the above will be accepted up to **4:00 PM (local time), Tuesday, May 11, 2021**, via the electronic portal referenced above, or at the Procurement Division, Internal Operations Centre II, 400 E. South Street, 2nd Floor, Orlando, FL 32801.

Bids delivered via mail or hand delivery shall contain an **original, two (2) hard copies and one (1) electronic copy on a USB Flash Drive**.

NOTICE TO BIDDERS:

To ensure that your bid is responsive, you are urged to request clarification or guidance on any issues involving this solicitation before submission of your response. Your point-of-contact for this solicitation is Melisa Vergara, Contracting Agent at Melisa.Vergara@ocfl.net.

QUESTIONS:

All questions or concerns regarding this Invitation for Bids shall be submitted by email to Melisa.Vergara@ocfl.net, no later than 5:00 PM **Tuesday, April 20, 2021** to the attention of Melisa Vergara, Procurement Division, referencing the IFB number.

TABLE OF CONTENTS

<u>DESCRIPTION</u>	<u>PAGE</u>
SECTION 1: GENERAL TERMS AND CONDITIONS	
GENERAL TERMS AND CONDITIONS	3-20
SECTION 2: SPECIAL TERMS AND CONDITIONS	
SPECIAL TERMS AND CONDITIONS	21-34
SECTION 3: SCOPE OF SERVICES	
SCOPE OF SERVICES	35-41
SECTION 4: BID SUBMISSION REQUIREMENTS AND DOCUMENTATION	
- QUALIFICATION OF BIDDERS (BID PACKAGE REQUIREMENTS)	44-46
- BID RESPONSE FORM	47-50
- EMERGENCY CONTACTS	51
- ACKNOWLEDGEMENT OF ADDENDA	51
- AUTHORIZED SIGNATORIES/NEGOTIATORS	52
- REFERENCE DOCUMENTATION FORM	53-55
- DRUG-FREE WORKPLACE FORM	
- SCHEDULE OF SUBCONTRACTING FORM	
- CONFLICT/NON-CONFLICT OF INTEREST FORM	
- E-VERIFICATION CERTIFICATION	
- RELATIONSHIP DISCLOSURE FORM	
- RELATIONSHIP DISCLOSURE FORM - FREQUENTLY ASKED QUESTIONS (FAQ)	
- ORANGE COUNTY SPECIFIC PROJECT EXPENDITURE REPORT	
- EXPENDITURE REPORT- FREQUENTLY ASKED QUESTIONS (FAQ)	
- AGENT AUTHORIZATION FORM	
- LEASED EMPLOYEE AFFIDAVIT	
- INFORMATION FOR DETERMINING JOINT VENTURE ELIGIBILITY	
- CONTRACT	

SECTION 1
GENERAL TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS

1. GENERAL INFORMATION

These specifications constitute the complete set of requirements and bid forms. The bid response page(s), and all forms listed on the bid response page(s) shall be completed, signed, and submitted via the electronic submittal portal, or sealed in an envelope bearing the bid number on the outside and mailed or presented to the Procurement Division on or before the specified time and date. **Failure to comply with the preceding requirements shall result in the rejection of the bid.**

Bids submitted by e-mail, telephone or fax shall not be accepted. An e-mailed or a faxed bid shall be rejected as non-responsive regardless of where it is received.

Bids may be submitted via the electronic submission portal at: <https://app.negometrix.com/buyer/691>, or in the Procurement Division; Internal Operations Centre II, 400 E. South Street; 2nd Floor, Orlando, FL 32801, prior to the submission deadline. Bids will be opened per the public meeting notice.

Bidders are cautioned that they are responsible for delivery to the specific location cited above. Therefore, if your bid is delivered by an express mail carrier or by any other means, it is your responsibility to ensure delivery to the above address. This office will not be responsible for deliveries made to any place other than the specified address.

The County shall not be responsible for delays caused by any occurrence. The time/date stamp clock located in the Procurement Division shall serve as the official authority to determine lateness of any bid. The bid time shall be scrupulously observed. Under no circumstances shall bids delivered after the time specified be considered. Late bids will be returned to the Bidder unopened. The decision to refuse to consider a bid that was received beyond the date/time established in the solicitation shall not be the basis for a protest pursuant to the Orange County Code (Procurement Ordinance).

If submitting via mail or in person, bids must be typewritten or filled in with pen and ink, and must be signed in ink by an officer or employee having authority to bind the company or firm. Errors, corrections, or changes on any document must be initialed by the signatory of the bid.

Bidders shall not be allowed to modify their bids after the opening time and date. Bid files may be examined during normal working hours, thirty (30) days after bid opening or upon recommendation for award, whichever occurs first. Bidders desiring to view these documents are urged to schedule an appointment.

For information concerning this bid, please contact the Procurement Division at the address listed above or by calling 407-836-5635. Please specify the bid number for which you are inquiring.

2. **QUESTIONS REGARDING THIS SOLICITATION**

All questions or concerns regarding this Invitation for Bids shall be submitted by email to the Procurement Division representative specified on the cover page of this Invitation for Bids. Consideration for modification or alteration of the documents contained in this solicitation shall be requested during the specified question specified on the cover page of this Invitation for Bids.

When required the Procurement Division shall issue an addendum to the Invitation for Bids. The addendum shall be available on the aforementioned electronic portal for access by potential Bidders.

Bidders are instructed not to contact the initiating division directly. No oral interpretation of this Invitation for Bids shall be considered binding. The County shall be bound by information and statements only when such statements are written and executed under the authority of the Manager, Procurement Division.

This provision exists solely for the convenience and administrative efficiency of Orange County. No Bidder or other third party gains any rights by virtue of this provision or the application thereof, nor shall any Bidder or third party have any standing to sue or cause of action arising there from.

3. **PRICE/DELIVERY**

Price(s) bid must be the price(s) for new goods, unless otherwise specified. Any bids containing modifying or “escalator” clauses will not be considered unless specifically requested in the bid specifications.

“Acceptance” as herein used means the acceptance by Orange County after the Manager, Procurement Division or authorized agent has, by inspection or test of such items, determined that they fully comply with specifications.

Deliveries resulting from this bid are to be performed during the normal working hours of the County. Time is of the essence and the Contractor’s delivery date must be specified and adhered to. Should the Contractor, to whom the order or contract is awarded, fail to deliver on or before the stated date, the County reserves the right to **CANCEL** the order or contract and make the purchase elsewhere, and the Contractor shall be required to compensate the County for the difference in price paid for the alternate goods. The Contractor shall be responsible for making any and all claims against carriers for missing or damage goods. Partial shipments will be acceptable unless otherwise stated.

4. **FEDERAL AND STATE TAX**

The County is exempt from Federal and State Sales and Use Taxes for tangible personal property (Certificate of Registry for tax transactions under Chapter 32, Internal Revenue Code and Florida Sales/Use Tax Exemption Certificate). The Manager, Procurement Division will sign an exemption certificate submitted by the Contractor.

Contractors doing business with the County shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor shall any Contractor be authorized to use the County's Tax Exemption Number in securing such materials.

5. ACCEPTANCE/REJECTION/CANCELLATION

The County reserves the right to accept or to reject any or all bids and to make the award to that bidder who, in the opinion of the County, will be in the best interest of and/or the most advantageous to the County. The County also reserves the right to reject the bid of any bidder who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature or who, in the County's opinion, is not in a position to perform properly under this award. The County reserves the right to inspect all facilities of bidders in order to make a determination as to the foregoing. The County reserves the right to waive any irregularities and technicalities and may, at its discretion, request a re-bid. Award will be made to the lowest responsive and responsible bidder as determined by the County.

The County reserves the right, and the Manager, Procurement Division has absolute and sole discretion, to cancel a solicitation at any time prior to approval of the award by the Board of County Commissioners when such approval is required. The decision to cancel a solicitation cannot be the basis for a protest pursuant to the Orange County Code.

6. BRAND NAME OR EQUALS/DEVIATIONS

Unless otherwise specified, the mention of a particular manufacturer's brand name or number in the specifications does not imply that this particular good is the only one that will be considered for purchase. This reference is intended solely to designate the type or quality of good that will be acceptable. Equal offers will be considered and must include descriptive literature and/or specifications. Failure to provide descriptive literature and/or specifications with equal offers will result in the disqualification of the bid.

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

Although the County provides for the consideration of alternate bids, it reserves the right to make an award in the best interest of the County. Award may not necessarily be given to the lowest bid offered.

The Bidder shall be responsible for reading very carefully, and understanding completely, the requirements and the specifications of the items bid upon. Unless the bid is in response to a "Brand Name or Equal" requirement, deviations from the specifications will only be considered if requested in writing prior to the date and time specified for receipt of bids.

Deviations, if accepted, will be specifically addressed in writing via an addendum to this Invitation for Bids. Any goods or services that are not in compliance with the specifications will not be accepted.

7. **NO BID**

Where more than one item is listed, any items not bid upon shall be indicated as “NO BID”.

8. **CONFLICT OF INTEREST**

The award is subject to provisions of applicable State Statutes and County Ordinances. All bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of Orange County. Further, all bidders must disclose the name of any County employee who owns, directly or indirectly, an interest of ten percent (10%) or more in the Bidder’s firm or any of its branches. Should the Contractor permanently or temporarily hire any County employee who is, or has been, directly involved with the Contractor prior to or during performance of the resulting contract, the contract shall be subject to immediate termination by the County.

9. **LEGAL REQUIREMENTS**

All applicable Federal and State laws and County ordinances that in any manner affect the items covered herein apply. Lack of knowledge by the Bidder shall in no way be a cause for relief from responsibility.

- A. Contractors doing business with the County are prohibited from discriminating against any employees, applicant, or client because of race, religion, color, disability, national origin, gender, or age with regard to but not limited to the following: employment practices, rates of pay or other compensation methods, and training selection.
- B. Businesses wishing to participate in the County procurement process as an Orange County Certified M/WBE firm are required to complete a certification application to attain recognition as such. You may contact the Procurement Division or the Business Development Division for information and assistance.

10. **RECIPROCAL PREFERENCE**

In the event the lowest responsive and responsible bid submitted in response to any Invitation for Bids is by a bidder whose principal place of business is in a county other than Orange County, and such county grants a bid preference for purchases to a bidder whose principal place of business is in such county, then Orange County may award a preference to the (next) lowest responsive and responsible bidder having a principal place of business within Orange County, Florida. Such preference will be equal to the preference granted by the county in which the lowest responsive and responsible bidder has its principal place of business **except as provided below.**

Effective July 1, 2015 the reciprocal local preference will not apply to construction services in which 50 percent or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of the competitive solicitation.

If the solicitation involves a federally funded project where the funding source requirements prohibit the use of state and/or local preferences, the reciprocal local preference will not be applied.

11. GOVERNING LAW AND VENUE

Any and all legal actions associated with this contract will be governed by the laws of the State of Florida. Venue for any litigation involving this contract shall be in the Ninth Circuit Court in and for Orange County, Florida. Should any federal claims arise for which the courts of the State of Florida lack jurisdiction, venue for those actions will be in the Orlando Division of the U.S. Middle District of Florida.

12. JURY WAIVER

Each party hereto hereby irrevocably waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in any legal proceeding directly or indirectly arising out of or relating to this agreement.

13. ATTORNEYS' FEES AND COSTS

The Parties shall each bear their own costs, expert fees, attorneys' fees, and other fees incurred in connection with this Agreement and any litigation that arises either directly, or indirectly.

14. UNIFORM COMMERCIAL CODE

The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the Contractor and the County for any terms and conditions not specifically stated in this Invitation for Bids.

15. MISTAKES

In the event of extension error(s), the unit price will prevail and the Bidder's total offer will be corrected accordingly. In the event of addition errors, the extended totals will prevail and the Bidder's total will be corrected accordingly. Bidders must check their bid where applicable. Failure to do so will be at the Bidder's risk. Bids having erasures or corrections must be initialed in ink by the Bidder.

16. AVAILABILITY OF FUNDS

The obligations of the County under this award are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and Orange County, Florida, or other specified funding source for this procurement.

17. NON-DISCRIMINATION

The County's policies of equal opportunity and non-discrimination are intended to assure equal opportunities to every person, regardless of race, religion, sex, color, age, disability or national origin, in securing or holding employment in a field of work or labor for which the person is qualified, as provided and enforced by Section 17-314 of the Orange County Code and the County's relevant Administrative Regulations. It is also the county policy that person(s) doing business with the County shall recognize and comply with this policy and that the County shall not extend public funds or resources in a manner as would encourage, perpetuate or foster discrimination. As such:

1. The Contractor shall adopt and maintain, or provide evidence to the County that Contractor has adopted and maintains, a policy of nondiscrimination as defined by Section 17-288, Orange County Code, throughout the term of this Agreement.
2. The Contractor agrees that, on written request, the Association shall permit reasonable access to all business records or employment, employment advertisement, applications forms, and other pertinent data and records, by the County, for the purpose of investigating to ascertain compliance with the non-discrimination provisions of this contract; provided, that the Contractor shall not be required to produce for inspection records covering periods of time more than one year prior to the date of this Agreement.
3. The Contractor agrees that, if any obligations of this contract are to be performed by subcontractor(s), the provisions of subparagraphs 1 and 2 of this Section shall be incorporated into and become a part of the subcontract.

18. BID TABULATION AND RESULTS

Bid tabulations shall be available thirty (30) days after opening on the Orange County website at: <http://apps.ocfl.net/orangebids/bidresults/results.asp> or upon notice of intended action, whichever is sooner.

19. BID FORMS

All bids shall be submitted on the County's standard Bid Response Form. Modification of the Bid Response Form herein or submission of Bids on Bidder's quotation forms shall not be accepted and shall be deemed non-responsive.

20. REFERENCES

A contact person shall be someone who has personal knowledge of the Bidder's performance for the specific requirement listed. Contact person shall have been informed that they are being used as a reference and that the County may be contacting them. More than one person can be listed but all shall have knowledge of the project. The reference shall be the owner or a representative of the owner. Contractors who provided services under the referenced project (contract) shall not be accepted as references. **DO NOT** list principals or officers who shall not be able to answer specific questions regarding the project. Failure of references listed to respond to the County's inquiries may negatively impact the responsibility of the Bidder.

21. POSTING OF RECOMMENDED AWARD AND PROTESTS

The recommended award will be posted for review by interested parties at the Procurement Division and at:

<http://apps.ocfl.net/OrangeBids/AwardsRec/default.asp> prior to submission through the appropriate approval process and will remain posted for a period of five (5) full business days.

- **Orange County Lobbyist Regulations General Information**
<http://www.orangecountyfl.net/OpenGovernment/LobbingAtOrangeCounty.aspx>

A lobbying blackout period shall commence upon issuance of the solicitation until the Board selects the Contractor. For procurements that do not require Board approval, the blackout period commences upon solicitation issuance and concludes upon contract award.

The County may void any contract where the County Mayor, one or more County Commissioners, or a County staff person has been lobbied in violation of the black-out period restrictions of Ordinance No. 2002-15.

- **Orange County Protest Procedures**
<http://www.orangecountyfl.net/VendorServices/VendorProtestProcedures.aspx>

Failure to file a protest with the Manager, Procurement Division by 5:00 PM on the fifth full business day after posting, shall constitute a waiver of bid protest proceedings.

22. BID AND RELATED COSTS

By submission of a bid, the Bidder agrees that any and all costs associated with the preparation of the bid will be the sole responsibility of the Bidder. The Bidder also agrees that the County shall bear no responsibility for any costs associated with the preparation of the bid including but not limited to any administrative or judicial proceedings resulting from the solicitation process.

23. CONTRACTUAL AGREEMENT

This Invitation for Bids shall be included and incorporated in the final contract or purchase order. The order of contract precedence will be the contract (purchase order), bid document, and response. Any and all legal actions associated with this Invitation for Bids and/or the resultant contract (purchase order) shall be governed by the laws of the State of Florida. Venue for any litigation involving this contract shall be the Ninth Circuit Court in and for Orange County, Florida.

24. PUBLIC ENTITY CRIME

Section 287.133(3)(d), Florida Statutes, provides that the Florida Department of Management Services shall maintain a list of the names and addresses of those who have been disqualified from participating in the public contracting process under this section.

http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists/convicted_vendor_list

A person or affiliate who has been placed on The Convicted Vendor list following a conviction for a public entity crime shall not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, shall not submit bids on leases of real property to a public entity, shall not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and

shall not transact business with any public entity in excess of the threshold amount provided in Florida Statute Section 287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on The Convicted Vendor List.

25. DRUG-FREE WORKPLACE FORM

The Drug-Free Workplace Form is attached and shall be completed and submitted with your bid.

26. SUBCONTRACTING

Bidders subcontracting any portion of the work shall state name and address of subcontractor and the name of the person to be contacted on the attached “Schedule of Subcontractors Form”.

27. CONFLICT OF INTEREST FORM

Bidder shall complete the Conflict of Interest Form attached hereto and submit it with their bid.

28. ETHICS COMPLIANCE

The following forms are included in this solicitation and shall be completed and submitted as indicated below:

- A. **Orange County Specific Project Expenditure Report** -The purpose of this form is to document any expenses incurred by a lobbyist for the purposes described in **Section 2-351, Orange County Code**. This form shall be completed and submitted with all bid responses to an Orange County solicitation. Any questions concerning this form shall be addressed to the contracting agent identified in the applicable solicitation.
- B. **Relationship Disclosure Form** – The purpose of this form is to document any relationships between a bidder to an Orange County solicitation and the Mayor or any other member of Orange County, Florida. This form shall be completed and submitted with the applicable bid to an Orange County solicitation.

No contract award shall be made unless these forms have been completed and submitted with the bid. Any questions concerning these forms shall be addressed to the contracting agent identified in this solicitation. Also, a listing of the most frequently asked questions concerning these forms is attached to each for your information.

29. SUBMISSION OF BID

Bids may be submitted via the electronic submission portal at: <https://app.negometrix.com/buyer/691>, or in the Procurement Division; Internal Operations Centre II, 400 E. South Street; 2nd Floor, Orlando, FL 32801, prior to the submission deadline. Bids will be opened per the public meeting notice.

If bid will be mailed or hand delivered, ensure it is secured in a sealed envelope, addressed as follows:

ORANGE COUNTY PROCUREMENT DIVISION

Internal Operations Centre II
400 E. South Street, 2nd Floor
Orlando, Florida 32801

Bidders must indicate on the sealed envelope the following:

- A. Invitation for Bids Number**
- B. Due Date of Bid Submittal**
- C. Name of Bidder**
- D. Phone Number of Bidder**

Bids received after the time, date, and/or at the location specified, due to failure to identify the envelope with the above information shall be rejected.

30. COPIES

Copies of documents, records, materials, and/or reproductions requests will be charged in accordance with Orange County's fee schedule. Copyrighted materials may be inspected, but cannot be copied or reproduced per Federal law.

31. PROPRIETARY/RESTRICTIVE SPECIFICATIONS

If a prospective bidder considers the specification contained herein to be proprietary or restrictive in nature, thus potentially resulting in reduced competition, they are urged to contact the Procurement Division prior to bid opening. Specifications which are unrelated to performance will be considered for deletion via addendum to this Invitation for Bids.

32. DEVELOPMENT OR ASSISTANCE IN DEVELOPMENT OF SPECIFICATIONS/ REQUIREMENTS/ STATEMENTS OF WORK

Firms and/or individuals that assisted in the development or drafting of the specifications, requirements, statements of work, or solicitation documents contained herein are excluded from competing for this solicitation.

This shall not be applicable to firms and/or individuals providing responses to a publicly posted Request for Information (RFI) associated with a solicitation.

33. PAYMENT TERMS/DISCOUNTS

The County's payment terms are in accordance with Florida Statute 218, Local Government Prompt Payment Act. Cash discounts for prompt payment shall not be considered in determining the lowest net cost for bid evaluation purposes.

34. PATENTS AND ROYALTIES

Unless otherwise provided, the Contractor shall be solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of the contract resulting from this Invitation for Bids.

The Contractor, without exception, shall indemnify and save harmless the County and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by the Contractor. In the event of any claim against the County of copyright or patent infringement, the County shall promptly provide written notification to the Contractor. If such a claim is made, the Contractor shall use its best efforts to promptly purchase for the County any infringing products or services or procure a license, at no cost to the County, which will allow continued use of the service or product.

If none of the alternatives are reasonably available, the County agrees to return the article on request to the Contractor and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

35. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the County, its officials, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, cost and expenses including attorney's fees of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission of the Contractor or its subcontractors, anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable; excepting those acts or omissions arising out of the sole negligence of the County.

36. CLARIFICATIONS

It is the Bidder's responsibility to become familiar with and fully informed regarding the terms, conditions and specifications of this Invitation for Bids. Lack of understanding and/or misinterpretation of any portions of this Invitation for Bids shall not be cause for withdrawal of your bid after opening or for subsequent protest of award. Bidder's must contact the Procurement Division, at the phone number on the bid cover sheet **prior** to bid opening, should clarification be required.

Modification or alteration of the documents contained in the solicitation or contract shall only be valid if mutually agreed to in writing by the Bidder and the County.

37. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

By submission of this bid, the Bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that in connection with this procurement:

- A. The prices in this bid have been arrived at independently, without consultation, collusion, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
- B. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly to any other Bidder or to any competitor; and,

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

38. SUCCESSORS AND ASSIGNS

The County and the Contractor each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Contract and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the County nor the Contractor shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and the Contractor.

39. NO REPRESENTATIONS

Each party represents that they have had the opportunity to consult with an attorney, and have carefully read and understand the scope and effect of the provisions of this Agreement. Neither party has relied upon any representations or statements made by the other party hereto which are not specifically set forth in this Agreement.

40. SEVERABILITY

The provisions of this Agreement are declared by the parties to be severable. However, the material provisions of this Agreement are dependent upon one another, and such interdependencies a material inducement for the parties to enter into this Agreement. Therefore, should any material term, provision, covenant or condition of this Agreement be held invalid or unenforceable by a court of competent jurisdiction, the party protected or benefited by such term, provision, covenant, or condition may demand that the parties negotiate such reasonable alternate contract language or provisions as may be necessary either to restore the protected or benefited party to its previous position or otherwise mitigate the loss of protection or benefit resulting from holding.

41. PRICING/AUDIT

The Contractor shall establish and maintain a reasonable accounting system, which enables ready identification of Contractor's cost of goods and use of funds.

Such accounting system shall also include adequate records and documents to justify all prices for all items invoiced as well as all charges, expenses and costs incurred in providing the goods for at least five (5) years after completion of this contract. The County or its designee shall have access to such books, records, subcontract(s), financial operations, and documents of the Contractor or its subcontractors, as required to comply with this section for the purpose of inspection or audit anytime during normal business hours at the Contractor's place of business. This right to audit shall include the Contractor's subcontractors used to procure goods under the contract with the County. Contractor shall ensure the County has these same rights with subcontractors and suppliers.

42. EMPLOYEES OF THE CONTRACTOR

All work under this contract shall be performed in a professional and skillful manner. The County may require, in writing, that the Contractor, remove from this contract any employee the County deems incompetent, careless, or otherwise objectionable.

43. TOBACCO FREE CAMPUS

All Orange County operations under the Board of County Commissioners shall be tobacco free. This policy shall apply to parking lots, parks, break areas and worksites. It is also applicable to Contractors and their personnel during contract performance on County owned property. Tobacco is defined as tobacco products including, but not limited to, cigars, cigarettes, e-cigarettes, pipes, chewing tobacco and snuff. Failure to abide by this policy may result in civil penalties levied under Chapter 386, Florida Statutes and/or contract enforcement remedies.

44. SINGLE-USE PRODUCTS

The Board of County Commissioners has established a single-use products and plastic bags policy intended to reduce the use of products which have become globally recognized as having lasting negative impacts on the environment.

Neither single-use products nor plastic bags may be sold or disbursed on County property by staff or contracted vendors, except as set forth in Orange County Administrative Regulation 9.01.03. Failure to comply with the Regulation may result in termination of the contract or other contractual remedies, and may affect future contracting with the County. The use of reusable, recyclable, biodegradable, or compostable materials is encouraged.

45. CONTRACT CLAIMS

“Claim” as used in this provision means a written demand or written assertion by one of the contracting parties seeking as a matter of right, the payment of a certain sum of money, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract.

Claims made by a Contractor against the County, relating to a particular contract shall be submitted to the Manager, Procurement Division in writing clearly labeled “Contract Claim” requesting a final decision. The Contractor also shall provide with the claim a certification as follows: “I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the County is liable; and that I am duly authorized to certify the claim on behalf of the Contractor.”

Failure to document a claim in this manner shall render the claim null and void. No claim shall be accepted after final payment of the contract.

The decision of the Manager, Procurement Division shall be issued in writing and furnished to the Contractor. The decision shall state the reasons for the decision reached. The Manager, Procurement Division shall render the final decision within sixty (60) days after

receipt of Contractor's written request for a final decision. The Manager, Procurement Division decision shall be final and conclusive.

The Contractor shall proceed diligently with performance of this contract pending final resolution of any request for relief, claim, appeal or action arising under the contract and shall comply with any final decision rendered by the Manager, Procurement Division.

46. VERIFICATION OF EMPLOYMENT STATUS

The Contractor is required to be registered with the U.S. Department of Homeland Security's E-Verify system prior to entering into a contract with Orange County. The Contractor shall use the E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the contract term. The Contractor shall include an express provision in all of its subcontracts requiring subcontractors, who perform work or provide services pursuant to the contract, to use the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. For more information on this process, please refer to United States Citizenship and Immigration Service site at:

<http://www.uscis.gov/portal/site/uscis>.

Only those employees determined eligible to work within the United States shall be employed under this contract.

By submission of a bid in response to this solicitation, the Contractor affirms that all employees in the above categories shall undergo e-verification before placement on this contract. The Contractor shall commit to comply with this requirement by completing the E-Verification certification, attached to this solicitation.

A public employer, contractor, or subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Florida Statutes is obligated to terminate the contract with the person or entity pursuant to Section 448.095(2)(c)1, Florida Statutes. If Orange County terminates the contract for the foregoing reason, the contractor may not be awarded a public contract for at least one (1) year after the date on which the contract was terminated, and the contractor will be liable for any additional costs incurred by Orange County as a result of the termination of the contract.

47. CONFIDENTIAL INFORMATION

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State or Federal Law, all bidders/proposers should be aware that formal solicitations and the responses thereto are in the public domain. Requests for confidential treatment will not supersede the County's legal obligation to provide records to the public consistent with public records law. Bidders/proposers must cite specific, applicable legal grounds to support a request for confidential treatment, of any portion of a bid/proposal. Requests by bidders/proposers to keep entire bids/proposals confidential are generally not supported by public records laws. At a minimum, the County will disclose the successful bidder's/proposer's name, the substance of the bid/proposal, and the price.

If the bidder/proposer requests confidential treatment, bidder/proposer must submit an additional copy of the bid/proposal with the proposed confidential information redacted. This copy must include a general description of the information redacted, and shall only be redacted in the least expansive manner necessary to effectuate the requested exemption(s). In a separate attachment, bidder/proposer shall supply a listing of the provisions identified by section number for which it seeks confidential treatment and identify the statutory basis under Florida law, including a detailed justification for exempting the information from public disclosure.

Bidder/proposer shall hold harmless and indemnify the County for all claims, actions, suits, judgments, fines, costs or damages the County may incur as a result of bidder's/proposer's request for confidential treatment of its bid/proposal. Bidder/proposer agrees and understands that the County may make copies of, and distribute, the bid/proposal without any requested redactions, to facilitate evaluation. Bidder/proposer warrants that such copying will not violate the rights of any third party.

48. FEDERAL REQUIREMENTS

In the event this Contract is paid in whole or in part from any federal government agency or source, the specific terms, regulations and requirements governing the disbursement of these funds shall be specified herein and become a part of this clause.

Equal Employment Opportunity: For any federally assisted construction contract, as defined in 41 CFR 60-1.3, the contractor, subcontractor, subrecipient shall follow all of the requirements of the Equal Opportunity Clause as stated in 41 CFR 60-1.4.

Davis-Bacon Act: For any federally assisted construction contract, in excess of two thousand dollars (\$2,000), the contractor, subcontractor, subrecipient shall comply with all of the requirements of the Davis-Bacon Act (40 U.S.C. 3141 – 3148) as supplemented by Department of Labor Regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and assisted Construction”); and the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). For a definition of “Construction” see 48 CFR 2.101.

Contract Work Hours and Safety Standards Act: For any federally assisted contract, in excess of one hundred thousand dollars (\$100,000), that involves the employment of mechanics or laborers, the contractor, subcontractor, subrecipient shall comply with all of the requirements of the Contract work Hours and Safety Standards Act (40 U.S.C. 3702 and 3704), as supplemented by Department of Labor Regulations (29 CFR Part 5).

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding one hundred thousand dollars (\$100,000) must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Rights to Inventions Made Under a Contract or Agreement: For any federally assisted contract, awarded to a small business firm or nonprofit organization as defined in 37 CFR 401.2 for the performance of experimental, developmental, or research work, the contractor, subcontractor, subrecipient agrees to all of the terms in 37 CFR 401.14(a) and (b) regarding Patent Rights and The Allocation of Principal Rights.

Clean Air Act and the Federal water Pollution Control Act: For any federally assisted contract, or subgrant, in excess of one hundred and fifty thousand dollars (\$150,000), the contractor, subcontractor, subrecipient or subgrant recipient shall comply with all of the requirements of the Clean Air Act (42 U.S.C. 7401 -7671q.) and the Federal water Pollution Control Act as amended (33 U.S.C. 1251 – 1387).

Procurement of Recovered Materials:

- (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired
 - a. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - b. Meeting contract performance requirements; or
 - c. At a reasonable price.
- (2) Information about this requirement, along with a list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

Awarded Contractors are required to fully comply with all requirements outlined in 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

49. SCRUTINIZED COMPANIES

- A. By executing this Agreement, the Contractor/Sub-Recipient certifies that it is eligible to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statutes.
- B. Specifically, by executing this Agreement, the Contractor/Sub-Recipient certifies that it is **not** on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.
- C. Additionally, if this Agreement is for an amount of one million dollars (\$1,000,000) or more, by executing this Agreement, the Contractor/Sub-Recipient certifies that it is **not**:
 1. On the “Scrutinized Companies with Activities in Sudan List” or the “Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List,” created pursuant to Section 215.473, Florida Statutes; and/or
 2. Engaged in business operations in Cuba or Syria.

- D. The County reserves the right to terminate this Agreement immediately should the Contractor be found to:
1. Have falsified its certification of eligibility to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statutes; and/or
 2. Have become ineligible to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statute subsequent to entering into this Agreement with the County.
- E. If this Agreement is terminated by the County as provided in subparagraph 4(a) above, the County reserves the right to pursue any and all available legal remedies against the Contractor, including but not limited to the remedies as described in Section 287.135, Florida Statutes.
- F. If this Agreement is terminated by the County as provided in subparagraph 4(b) above, the Contractor shall be paid only for the funding-applicable work completed as of the date of the County's termination.
- G. Unless explicitly stated in this Section, no other damages, fees, and/or costs may be assessed against the County for its termination of the Agreement pursuant to this Section.

50. PUBLIC RECORDS COMPLIANCE (APPLICABLE FOR SERVICE CONTRACTS)

Orange County is a public agency subject to Chapter 119, Florida Statutes. The Contractor agrees to comply with Florida's Public Records Law. Specifically, the Contractor shall:

1. Keep and maintain public records required by Orange County to perform the service.
2. Upon request from Orange County's custodian of public records, provide Orange 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 this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from the public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to Orange County.
4. Upon completion of the contract, Contractor agrees to transfer at no cost to Orange County all public records in possession of the Contractor or keep and maintain public records required by Orange County to perform the service. If the Contractor transfers all public record to Orange County upon completion 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 of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Orange County, upon request from Orange County's custodian of public records, in a format that is compatible with the information technology systems of Orange County.

5. A Contractor who fails to provide the public records to Orange County within a reasonable time may be subject to penalties under section 119.10, Florida Statutes.

6. 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 :

**Procurement Public Records Liaison
400 E. South Street, 2nd Floor, Orlando, FL 32801
ProcurementRecords@ocfl.net, 407-836-5635**

SECTION 2
SPECIAL TERMS AND CONDITIONS

SPECIAL TERMS AND CONDITIONS

1. **LICENSES AND PERMITS**

Prior to furnishing the requested product(s), it shall be the responsibility of the Contractor to obtain, at no additional cost to Orange County, any and all licenses and permits required to complete all contractual requirements. These licenses and permits shall be readily available for review by the Manager, Procurement Division or authorized designee.

2. **BID ACCEPTANCE PERIOD**

A bid shall constitute an irrevocable offer for a period of ninety (90) days from the bid opening date or until the date of award. In the event that an award is not made by the County within ninety (90) days from the bid opening date, the Bidder may withdraw their bid or provide a written extension of their bid.

3. **FLORIDA CONVICTED/SUSPENDED/DISCRIMINATORY COMPLAINTS**

By submission of an offer, the respondent affirms that it is not currently listed in the Florida Department of Management Services Convicted/Suspended/Discriminatory Complaint Vendor List.

4. **AWARD**

Orange County reserves the right to award on an all-or-none basis to the lowest responsive Bidder or to award on a lot-by-lot basis to the lowest responsive and responsible Bidder, whichever is in the best interest of the County.

5. **POST AWARD MEETING**

Within **seven (7)** days after receipt of notification of award of bid, Contractor shall meet with the County's representative(s) to discuss job procedures and scheduling. **Meeting will be coordinated by the Utilities Department and will be performed by virtual means.**

6. **F.O.B. POINT**

The F.O.B. point shall be a destination within Orange County. The bid shall include all costs of packaging, transporting, delivery and unloading. **This shall include inside delivery if requested to the designated point within Orange County.** The County reserves the option to deliver and pickup pumps, parts and repaired pumps or items from the Contractor's location.

7. **DELIVERY DELIVERY/TURN-AROUND TIME**

Delivery time is of the essence in the award of this Invitation for Bids. Delivery and turn-around times shall be no later than the times stated below. Bids submitted which fail to meet this requirement shall be cause for rejection.

Delivery time shall be defined as the time (in work days) elapsed from the time the Contractor received a valid Delivery Order to the delivery of the ordered equipment.

PUMPS		DELIVERY
Pumps in stock locally		7 days
Pumps not in stock locally, but within the USA		45 days
Pumps not in stock locally	Under 88 HP	14 weeks
Pumps not in stock locally	Over 88 HP	20 weeks

Turn-around time shall be defined as the length of time (in work days) elapsed from the time the contractor received a valid Delivery Order, to the return of the repaired motor and/or pump. The contractor by bidding shall agree to meet the following minimum requirements:

REPAIR	TURN AROUND TIME
Pumps up to 25 HP	4 weeks
Pumps 26 HP to 50 HP	5 weeks
Pumps 51 HP and above	10 weeks

It is hereby understood and mutually agreed to by and between parties hereto that the time of delivery is an essential condition of this contract.

Should the Contractor neglect, fail or refuse to furnish and deliver the goods within the time herein specified, Contractor does hereby agree, as part of consideration for the awarding of this contract to pay Orange County the sum extended by the County to contract for rental goods or equipment approved by the Procurement Division for the period from the required scheduled commencement date until delivery of the goods or equipment covered in the Invitation for Bids is completed.

The Contractor shall, within **fourteen (14)** calendar days from the beginning of such delay, notify the Manager, Procurement Division in writing of the cause(s) of the delay.

Should the Contractor be delayed in the delivery of the goods or equipment by reason of unforeseeable causes beyond its control and without fault or negligence, including, but not restricted to, acts of God or neglect of any other Contractor, the period herein above specified for the completion of delivery shall be extended by such time as shall be approved by the Manager, Procurement Division.

8. **PICKUP OF PUMPS FOR REPAIR**

When requested by the County, pumps in need of repair shall be picked up within two (2) business days from notification from the following locations:

- 701 W. McCormick Rd., Apopka, FL
- 8100 Presidents Dr., Orlando, FL
- 1621 S. Alafaya Tr., Orlando, FL

The Contractor shall submit to the County an itemized estimate of the repair costs within three (3) business days of pump pickup to include an estimated delivery date of the repaired pump.

9. FORCE MAJEURE

1. The Contractor shall not be held responsible for any delay and/or failure in performance of any part of this contract to the extent such delay or failure is caused by explosion, war, embargo, government requirement, civil or military authority, act of God, or other similar causes beyond the Contractor's control so long as the Contractor's delay is not caused by the Contractor's own fault or negligence. That notwithstanding, the Contractor shall notify the County in writing within **fourteen (14) calendar days** after the beginning of any such cause that would affect its performance hereunder and the County reserves the right the request additional information that supports the validity of the Contractor's Force Majeure claim. Failure to notify the County in a timely manner of any claim of Force Majeure made pursuant to this section is cause for termination of this contract.
2. If the Contractor's performance is delayed pursuant to this section for a period exceeding **thirty (30) calendar days** from the date the County receives the required Force Majeure notice, the County shall have the right to terminate this contract thereafter and shall only be liable to the Contractor for any work performed and validated (if required for payment hereunder) prior to the date of the County's contract termination.
3. If the Contractor's performance is delayed pursuant to this section, the County may, upon written request of the Contractor, agree to equitably adjust the provisions of this contract, including price, performance, and delivery, as may be affected by such delay. However, this provision shall not be interpreted to limit the County's right to terminate for convenience.

10. TERMINATION

A. Termination for Default:

The County may, by written notice to the Contractor terminate this contract for default in whole or in part (delivery orders, if applicable) if the Contractor fails to:

1. Provide goods or services that comply with the specifications herein or fails to meet the County's performance standards
2. Deliver the goods or to perform the services within the time specified in this contract or any extension.
3. Make progress so as to endanger performance of this contract
4. Perform any of the other provisions of this contract.

Prior to termination for default, the County shall provide adequate written notice to the Contractor through the Manager, Procurement Division, affording the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) calendar days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action. Such termination may also result in suspension or debarment of the Contractor in accordance with the County's Procurement Ordinance. The

Contractor and its sureties (if any) shall be liable for any damage to the County resulting from the Contractor's default of the contract. This liability includes any increased costs incurred by the County in completing contract performance.

In the event of termination by the County for any cause, the Contractor shall have, in no event, any claim against the County for lost profits or compensation for lost opportunities. After a receipt of a Termination Notice and except as otherwise directed by the County the Contractor shall:

1. Stop work on the date and to the extent specified.
2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work
3. Transfer all work in process, completed work, and other materials related to the terminated work as directed by the County.
4. Continue and complete all parts of that work that have not been terminated.

B. Termination for Convenience:

The County, by written notice, may terminate this contract, in whole or in part, when it is in the County's interest. If this contract is terminated, the County shall be liable only for goods or services delivered and accepted. The County Notice of Termination shall provide the Contractor thirty (30) calendar days prior notice before it becomes effective. **A termination for convenience may apply to individual delivery orders, purchase orders or to the contract in its entirety.**

11. AS SPECIFIED

All goods delivered shall meet the specifications herein. Goods delivered not as specified shall be returned at no expense by Orange County. The County may return, for full credit, any unused goods received which fail to meet the County's performance standards. Replacement goods meeting specifications shall be submitted within a reasonable time after rejection of the non-conforming goods.

12. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

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

13. SAFETY REGULATIONS

Equipment shall meet all State and Federal safety regulations.

14. CODES AND REGULATIONS

The Contractor shall strictly comply with all Federal, State and local codes and regulations.

15. PAYMENT

Partial payments for the value of goods received and accepted and services rendered may be requested by the submission of a properly executed invoice. Payment shall be made in accordance with Florida Statute 218, Local Government Prompt Payment Act. Payment for accepted equipment/goods/services shall be accomplished by submission of an invoice, in duplicate, to:

Orange County Utilities Field
Services Division 8100 Presidents
Drive Orlando, FL 32809
Attention: Financial Services Department
Phone: (407) 836-6829

A valid invoice shall include the following:

1. Reference to the Delivery Order/ Purchase Order Number
2. Delivery Dates/ Service Dates
3. Itemization of Goods Delivered/ Services Rendered
4. Unit Prices in accordance with the Bid Response Form

In the event additional County Departments or other public entities utilize this contract, invoices are to be sent directly to the Department or entity placing the order.

16. EQUIPMENT/SERVICE

- A. The scope of these specifications is to insure the delivery of a complete unit ready for operation. Omission of any essential detail from these specifications does not relieve the Contractor from furnishing a complete unit.
- B. All equipment shall be new, or current manufacture in production at the time of bid opening and carry standard warranties. The Contractor shall service all equipment prior to delivery.
- C. Bids shall be considered only on equipment which can, on short notice, be serviced and maintained by the Contractor. At the time of bid opening, the Bidder shall be an authorized dealer, distributor, and/or representative of the manufacturer for the brand/model being bid. For the purposes of this solicitation, dealer, distributor, and/or representative means a firm or person that owns, operates, or maintains a store, warehouse, or other establishment in which materials, supplies, parts, articles, or equipment of the general character described in the specifications are bought, kept in stock and sold commercially or to the general public in the usual course of business. The Bidder shall maintain a normal supply of repair parts and be equipped with personnel and facilities to provide such service as necessary to keep the equipment in operation with a minimum of delay. Failure to meet these requirements, in the County's sole opinion, may be cause for rejection.

- D. Bidder shall indicate the nearest available location for replacement parts, how long parts shall be available on the market and the number of days to receive parts after receipt of order. The space for this information is included on the Bid Response Form.

17. ASSEMBLY AND/OR PLACEMENT

All goods shall be completely assembled when delivered to Orange County.

18. WARRANTY

The Contractor shall fully warrant all equipment furnished hereunder against defect in materials and/or workmanship for a period of five (5) years or 10,000 hours from date of delivery/acceptance by Orange County. Should any defect in materials or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the Contractor shall repair or replace same at no cost to the County, immediately upon written notice from the County's authorized representative. The Contractor shall be responsible for either repairing the equipment on site or transporting the equipment to their repair facility at no cost to the County.

The contractor shall warrant all replacement parts for one year or match the part manufacturer's warranty, whichever is greater. The contractor shall provide the County a copy of all third-party warranties when the equipment is returned to the County.

The Contractor shall fully warrant all repairs against defect in materials and/or workmanship for a period of one (1) year from delivery and acceptance.

All service visits, parts, mileage, labor, inspection, testing, etc., necessary to correct a defect under the repair warranty shall be performed by the contractor at no additional cost to the County.

All warranty provisions of the Uniform Commercial Code shall additionally apply.

19. MANUALS

Operation and Maintenance Manuals for each new equipment shall be delivered in the form of one (1) hardcopy copy and one (1) digital copy.

20. INSURANCE REQUIREMENTS

Vendor/Contractor agrees to maintain on a primary basis and at its sole expense, at all times throughout the duration of this contract the following types of insurance coverage with limits and on forms (including endorsements) as described herein. These requirements, as well as the County's review or acceptance of insurance maintained by Vendor/Contractor is not intended to and shall not in any manner limit or qualify the liabilities assumed by Vendor/Contractor under this contract. Vendor/Contractor is required to maintain any coverage required by federal and state workers' compensation or financial responsibility laws including but not limited to Chapter 324 and 440, Florida Statutes, as may be amended from time to time.

The Vendor/Contractor shall require and ensure that each of its sub-Vendors/sub-Contractors providing services hereunder (if any) procures and maintains until the completion of their respective services, insurance of the types and to the limits specified herein.

Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A- Class VIII or better.

(Note: State licenses can be checked via www.floir.com/companysearch/ and A.M. Best Ratings are available at www.ambest.com)

Required Coverage:

- ☒ Commercial General Liability - The Vendor/Contractor shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with a limit of liability of not less than \$500,000 per occurrence. Vendor/Contractor further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insureds. The General Aggregate limit shall either apply separately to this contract or shall be at least twice the required occurrence limit.

Required Endorsements:

- ☒ Additional Insured- CG 20 26 or CG 20 10/CG 20 37 or their equivalents.
Note: CG 20 10 must be accompanied by CG 20 37 to include products/completed operations
- ☒ Waiver of Transfer of Rights of Recovery- CG 24 04 or its equivalent.
Note: If blanket endorsements are being submitted please include the entire endorsement and the applicable policy number.
- ☒ Business Automobile Liability - The Vendor/Contractor shall maintain coverage for all owned; non-owned and hired vehicles issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with limits of not less than \$500,000 (five hundred thousand dollars) per accident. In the event the Vendor/Contractor does not own automobiles the Vendor/Contractor shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.
- ☒ Workers' Compensation - The Vendor/Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than \$100,000 each incident of bodily injury or disease for Employers' Liability. Elective exemptions as defined in Florida Statute 440 will be considered on a case-by-case basis. Any Vendor/Contractor using an employee leasing company shall complete the Leased Employee Affidavit.

Required Endorsements:

- ☒ Waiver of Subrogation- WC 00 03 13 or its equivalent

When a self-insured retention or deductible exceeds \$100,000 the COUNTY reserves the right to request a copy of Vendor/Contractor most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis the Vendor/Contractor agrees to maintain a retroactive date prior to or equal to the effective date of this contract. In the event the policy is canceled, non-renewed, switched to occurrence form, or any other event which triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this contract the Vendor/Contractor agrees to purchase the SERP with a minimum reporting period of not less than two years. Purchase of the SERP shall not relieve the Vendor/Contractor of the obligation to provide replacement coverage.

By entering into this contract Vendor/Contractor agrees to provide a waiver of subrogation or a waiver of transfer of rights of recovery, in favor of the County for the workers' compensation and general liability policies as required herein. When required by the insurer or should a policy condition not permit the Vendor/Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Vendor/Contractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Subrogation or a Waiver of Transfer of Rights of Recovery Against Others endorsement.

Prior to execution and commencement of any operations/services provided under this contract the Vendor/Contractor shall provide the COUNTY with current certificates of insurance evidencing all required coverage. In addition to the certificate(s) of insurance the Vendor/Contractor shall also provide endorsements for each policy as specified above. All specific policy endorsements shall be in the name of Orange County, Florida.

For continuing service contracts renewal certificates shall be submitted immediately upon request by either the COUNTY or the COUNTY's contracted certificate compliance management firm. The certificates shall clearly indicate that the Vendor/Contractor has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. Vendor/Contractor shall notify the COUNTY not less than thirty (30) business days (ten business days for non-payment of premium) of any material change in or cancellation/non-renewal of insurance coverage. The Vendor/Contractor shall provide evidence of replacement coverage to maintain compliance with the aforementioned insurance requirements to the COUNTY or its certificate management representative five (5) business days prior to the effective date of the replacement policy (ies).

The certificate holder shall read:

Orange County, Florida
c/o Risk Management Division
201 S. Rosalind Avenue
Orlando, Florida 32801

Additional insurance guidelines and sample certificates can be found on the County's Vendor Services website:

<http://www.orangecountyfl.net/Portals/0/Library/vendor%20services/docs/InsuranceRequirementsFAQ.pdf>

21. CONTRACT TERM/RENEWAL

- A. The contract resulting from this Invitation for Bids shall commence effective upon issuance of a term contract by the County and extend for a period of three (3) years. The contract may be renewed for two (2) additional one (1) year periods, upon mutual agreement of both parties. If any such renewal results in changes in the terms and conditions, such changes shall be reduced to writing as an amendment to this contract and such amendment shall be executed by both parties.
- B. The initiating County department(s) shall issue delivery/purchase orders against the term contract on an “as needed” basis.
- C. If the quantity of a unit priced item in this contract is an estimated quantity and the actual quantities ordered are more than 50% above the estimated quantity, the County shall enter into negotiations with the Contractor for a lower unit price which shall be incorporated into the contract. Failure of the Contractor to agree to a reduced unit price may result in the termination of the contract and re-solicitation of the requirement.
- D. Any order issued during the effective period of this contract, but not completed within that period, shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor’s and the County’s rights and obligations with respect to that order to the extent as if the order were completed during the contract performance period.

22. PRICING

The County requires a firm price for this initial first year contract period. Invoices shall be reviewed to confirm compliance with contract pricing. Failure to hold prices firm shall be grounds for immediate termination of the contract.

23. MANUFACTURER’S SUGGESTED RETAIL PRICE

- A. Bid shall be in the form of one fixed (across the board) discount off current Manufacturer’s Suggested Retail Price (MSRP). If this is not available, Manufacturer’s List Price may be used, if Manufacturer’s List Price is not available Distributor’s List Price may be used.
- B. Percentage discount will not be subject to change during the contract period.
- C. Awarded vendor(s) shall furnish with their bid submittal current Manufacturer’s Suggested Retail Price (MSRP), or Manufacturer’s List Price, or Distributor’s List Price in the form of electronic copy properly identified as to price and column designation for each category and clearly reflecting each respective awarded discount on a portable electronic storage device appropriately sized to contain all pricing information on one device and capable of interfacing with the County’s computers via USB connection

Acceptable devices are:

- 1. USB Drive (thumb drives)
- 2. Portable Hard drive

3. Or other approved device

- D. Pricing data must be organized in an electronic tabbed searchable interface/ format. It will include a table of contents with catalog index, bookmarks and references for ease of access by the County. Each catalog will contain only specific information pertinent to the contract, and devoid of any other data.

Acceptable File Formats:

1. Adobe PDF
2. Microsoft Windows
3. Microsoft Excel

24. **PRICE ESCALATION/DE-ESCALATION (CPI)**

The County may allow a price escalation provision within this award **for labor only**.

The original contract prices shall be firm for an initial one (1) year period. A price escalation/de-escalation will be considered at one (1) year intervals thereafter, provided the Contractor notifies the County, in writing, of the pending price escalation/de-escalation a minimum of sixty (60) days prior to the effective date. Price adjustments shall be based on the latest version of the Consumers Price Index (CPI-U) for All Urban Consumers, All Items, U.S. City Average, non-seasonal, as published by the U.S. Department of Labor, Bureau of Labor Statistics. This information is available at www.bls.gov.

Price adjustment shall be calculated by applying the simple percentage model to the CPI data. This method is defined as subtracting the base period index value (at the time of initial award) from the index value at time of calculation (latest version of the CPI published as of the date of request for price adjustment), divided by the base period index value to identify percentage of change, then multiplying the percentage of change by 100 to identify the percentage change. Formula is as follows:

$$\text{Current Index} - \text{Base Index} / \text{Base Index} = \% \text{ of Change}$$

$$\% \text{ of Change} \times 100 = \text{Percentage Change}$$

CPI-U Calculation Example:

CPI for current period	232.945
Less CPI for base period	229.815
Equals index point change	3.130
Divided by base period CPI	229.815
Equals	0.0136
Result multiplied by 100	0.0136 x 100
Equals percent change	1.4%

A price increase may be requested only at each time interval specified above, using the methodology outlined in this section. To request a price increase, Contractor shall submit a letter stating the percentage amount of the requested increase and adjusted price to the

Orange County Procurement Division. The letter shall include the complete calculation utilizing the formula above, and a copy of the CPI-U index table used in the calculation. The maximum allowable increase shall not exceed 4%, unless authorized by the Manager, Procurement Division. All price adjustments must be accepted by the Manager, Procurement Division and shall be memorialized by written amendment to this contract. No retroactive contract price adjustments will be allowed.

Should the CPI-U for All Urban Consumers, All Items, U.S City Average, as published by the U.S. Department of Labor, Bureau of Labor Statistics decrease during the term of the contract, or any renewals, the Contractor shall notify the Orange County Procurement Division of price decreases in the method outlined above. If approved, the price adjustment shall become effective on the contract renewal date. If the Contractor fails to pass the decrease on to the County, the County reserves the right to place the Contractor in default, cancel the award, and remove the Contractor from the County Vendor List for a period of time deemed suitable by the County. In the event of this occurrence, the County further reserves the right to utilize any options as stated herein.

25. METHOD OF ORDERING

The County shall issue Delivery (Purchase) Orders against the contract on an as needed basis for the goods or services listed on the Bid Response Form.

26. CONDITIONS FOR EMERGENCY/HURRICANE OR DISASTER - TERM CONTRACTS

It is hereby made a part of this Invitation for Bids that before, during and after a public emergency, disaster, hurricane, flood, or other acts of God that Orange County shall require a "first priority" basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation which threatens public health and safety, as determined by the County. Contractor agrees to rent/sell/lease all goods and services to the County or other governmental entities as opposed to a private citizen, on a first priority basis. The County expects to pay contractual prices for all goods or services required during an emergency situation. Contractor shall furnish a twenty-four (24) hour phone number in the event of such an emergency.

27. REQUIREMENTS CONTRACT

This is a Requirements Contract and the County's intent is to order from the Contractor all of the goods or services specified in the contract's price schedule that are required to be purchased by the County. If the County urgently requires delivery of goods or services before the earliest date that delivery may be required under this contract, and if the contractor will not accept an order providing for accelerated delivery, the County may acquire the goods or services from another source.

The County's requirements in this contract are estimated and there is no commitment by the County to order any specified amount. If the estimated quantities are not achieved, this shall not be the basis for an equitable adjustment.

If the Manager, Procurement Division determines that the Contractor's performance is less than satisfactory, the County may order the goods or services from other sources until the deficient performance has been cured or the contract terminated.

28. SALVAGEABLE PARTS

When a pump is determined to be beyond reasonable repair, the County reserves the right to request that any and all salvageable parts from the broken pump be returned to the County.

29. PERSONNEL

- A. The CONTRACTOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.
- B. All of the services required hereafter shall be performed by the CONTRACTOR or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.
- C. By execution of this contract, the Contractor hereby certifies that key personnel assigned to provide the required services have not been, and shall not be, changed or altered without prior written approval by the County. The County shall have seventy two (72) hours to review any request made by the Contractor for any change, alteration, or substitution of staff. The Contractor shall ensure that such substituted staff members are of substantially the same qualifications as those approved by the County at the time of contract award and create no conflicts of interest between the Contractor and the County.
- D. The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field. The COUNTY may require, in writing, that the CONTRACTOR remove from this contract any employee the COUNTY deems incompetent, careless, or otherwise objectionable.

30. USE OF CONTRACT BY OTHER GOVERNMENT AGENCIES

At the option of the Contractor, the use of the contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties, and cities.

Each governmental agency allowed by the Contractor to use this contract shall do so independent of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received and accepted. No agency receives any liability by virtue of this bid and subsequent contract award.

31. BID PREFERENCE

In accordance with the Minority Women Owned Business Enterprise (MWBE) Ordinance, award of a contract resulting from this Invitation for Bids may be made to the lowest responsive and responsible Orange County certified MWBE bidder provided that the bid does not exceed the overall lowest responsive and responsible bidder by the following percentages for the bid amounts listed:

- A. 8% - Bids Up To \$100,000**
- B. 7% - Bids Greater Than \$100,000 to \$500,000**
- C. 6% - Bids Greater Than \$500,000 to \$750,000**
- D. 5% - Bids Greater Than \$750,000 to \$2,000,000**
- E. 4% - Bids Greater Than \$2,000,000 to \$5,000,000**
- F. 3% - Bids Greater Than \$5,000,000**

In accordance with the Registered Service Disabled Veteran Business Ordinance, award of a contract resulting from this Invitation for Bids may be made to the lowest responsive and responsible registered prime Service Disabled Veteran bidder provided that the bid does not exceed the overall lowest responsive and responsible bidder by the following percentages for the bid amounts listed:

- A. 8% - Bids Up To \$100,000**
- B. 7% - Bids Greater Than \$100,000 to \$500,000**
- C. 6% - Bids Greater Than \$500,000 to \$750,000**
- D. 5% - Bids Greater Than \$750,000 to \$2,000,000**
- E. 4% - Bids Greater Than \$2,000,000 to \$5,000,000**
- F. 3% - Bids Greater Than \$5,000,000**

In the event of a tie between an M/WBE and a registered prime SDV with all else being equal, the award shall be made to the firm with the lowest business net worth.

SECTION 3
SCOPE OF SERVICES

SCOPE OF SERVICES

1. GENERAL

The Orange County Utilities Department intends to issue a contract for supply, service inspection, diagnosis and repair of Flygt / ABS Submersible motor and pumps. These specifications shall encompass motors of various types, single and three phases up to and including 150 HP. The submersible pump repair shall include pump sizes up to and including 15-inch discharge.

2. SPECIFICATION COMPLIANCE

- 2.1. The Contractor shall strictly adhere to the Orange County Utilities Standards and Construction Specifications Manual, latest edition. This manual may be found on-line at the following internet address:

ftp://ftp.ocfl.net/divisions/Utilities/pub/PlanReview/ManualOfStandardsAndSpecs/Manual_Approved2011/Orange%20County%20Utilities%20Standards%20and%20Construction%20Specifications%20Manual.pdf

3. PUMPS

The contractor shall provide FLYGT pumps of the size and configuration as required and ordered by the County.

4. PARTS

- 4.1. The Contractor shall keep an ample inventory of high use parts to ensure parts availability. These shall include, but is not limited to the following either individually or in kit form: seals, gaskets, bearings, sensors, monitoring components, lubricants and others.
- 4.2. Charges for parts shall show a list of materials and the price for each item.
- 4.3. All parts replaced which are not within the scope of supply by the OEM shall be billed at the manufacturer's published list price. No additional labor costs shall be included for the installation of these parts
- 4.4. If applicable, Contractor shall supply, at no additional cost and in the quantities required, shop drawings as determined by County. Work represented by shop drawings and/or certification shall not proceed until the shop drawings and/or certification have been reviewed and approved in writing by County.

5. REPAIRS

- 5.1. These specifications shall encompass motors of various types, single and three phases up to and including 150 HP. The submersible pump repair shall include pump sizes up to and including 16" discharge.
- 5.2. The contractor service and repair shop shall be fully authorized by the specified pump manufacturer, and all repairs shall be performed by technicians fully trained and authorized by said manufacturer. All replacement parts, lubricants and supplies shall be as manufactured and approved by the OEM.

- 5.3. All work shall be performed in full compliance with the manufacturer's warranty conditions and in accordance with the manufacturer's repair manuals and procedures.
- 5.4. All repair work shall be billed at the percentage rates quoted and the contractor shall, at the County's request, supply the original invoices for the materials used in the repairs. The contractor shall, at the County's request, return all parts which were replaced during the repair process.
- 5.5. Unless specifically directed otherwise, when a motor and/or pump are given to the contractor for repair, the contractor shall inspect the motor and/or pump thoroughly and determine the scope of repair. This step shall include:
 - 5.5.1. Visual and dimensional inspection with standard testing methods to determine the motor and/or pump's condition. The contractor shall use his professional judgement to determine the level of inspection required.
 - 5.5.2. Record all data taken, substantiate data with photos taken in a logical sequence during inspection starting with the pump as found followed by disassembly of the major components and highlighting all damage and or wear found.
 - 5.5.3. Determine the scope of work to repair the motor and/or pump and cost estimate to complete that work.
- 5.6. Inspection and estimation time and costs will generally be proportional to the size of the motor and/or pump. Unless otherwise approved, the cost to the County for inspection and estimation for repair shall not exceed the cost for 8 labor hours of a shop technician. Note: If the County elects to repair the motor and/or pump, no payment shall be made for the inspection and/or estimation costs.
 - 5.6.1. Notify the County of the inspection and estimate for repair. This step shall be done by e-mail. The contractor shall include:
 - 5.6.1.1. A technical description of the inspection performed, including test results and the sequence of photos taken during inspection.

Photos shall be submitted as .jpg format with a digital stamped date and time.

Photos shall be named by using the pump serial number followed by the sequence number of the photo.

Example: SN123456789-1
 - 5.6.1.2. A breakdown of costs for the repair
 - 5.6.1.3. An itemized list of costs for any extras or supplemental work
 - 5.6.1.4. A firm quote for replacement of the motor and/or pump in kind
 - 5.6.1.5. An estimated schedule for completion of the repair work.
 - 5.6.2. Upon approval by the County, the contractor shall repair the motor and/or pump as quoted.
 - 5.6.3. If the County determines and directs the Contractor not to repair the motor and/or pump:

- 5.6.3.1. The contractor shall reassemble (if requested) and return the motor and/or pump to the County in the same condition as it was delivered. In these cases, the County shall be liable for the inspection costs only. Contractor shall be liable for any damaged, lost or stolen motor and/or pumps while in the contractor's possession.
- 5.6.3.2. The contractor shall submit an estimate for a replacement unit to the County's representative by electronic e-mail.

6. TECHNICAL REQUIREMENTS

- 6.1. Unless specifically directed otherwise, the contractor shall repair all motor and/or pumps to restore them to meet or exceed their original conditions and specifications. Repair of submersible pumps may include (with prior County approval) replacement of component parts such as mechanical seals, O-Rings, impellers, grinder plates, etc. All such parts shall meet the original manufacturer's specifications. The contractor shall include the original invoices for these parts.
- 6.2. The following technical requirements are listed to establish a level of quality expected in the repair process. Any conflicts between these technical requirements and the motor and/or pump, manufacturer's original specifications shall be referred to the County for resolution.

6.2.1. Cleaning:

After disassembly and testing, all winding and parts shall be cleaned in a manner not injurious to the insulation system or component parts.

6.2.2. Stripping:

If the motor and/or pump stator is to be rewound, the opposite end is cut off the stator. Iron or steel frames shall be burned out using a controlled oven; temperature not to exceed 750 degree F. Aluminum frames shall be removed before burnout. Heating of the laminations shall be controlled to avoid distortion and/or damage. Clean core iron and slots. Inspect stator core. Repair or replace damaged laminations.

6.2.3. Rewind:

All insulation material shall be Class H rating or better. Wire shall be inverter duty magnet wire. Coils shall be wound and inserted tightly in the slots with a minimum of crosses. Phase insulation shall be class H rating and shall protrude at least 1/8 inch at all points. Each slot shall be tied with polyester cord at both ends for additional mechanical strength.

All connections shall be brazed with silver content solder and glass banding (sleeving) shall be applied.

Thermal protectors shall be checked for electrical and physical defects. Replacement of protectors shall be with parts identical to the original in tripping characteristics.

Surge test the stator to ensure that materials used are free of defect. Repair any defects.

Preheat the stator and dip in an insulating varnish and bake at a controlled temperature. A double dip and bake or VPI may be required on motor and/or pumps larger than 50 HP.

6.2.4. Stator Reconditioning

Stators not requiring rewind shall be cleaned, tested with megger and given surge comparison tests per NEMA or IEEE standards. Stators shall be preheated, and given one dip and bake in an insulating varnish.

6.2.5. Rotors

Rotors shall be inspected and tested to ensure that they are free of defect. f. Shafts

6.2.6. Shafts

Shafts shall be inspected for undue wear, scoring, straightness, and runout. Re-metallized shafts shall meet the original manufacturer's specifications.

6.2.7. Bearings

Bearings shall be inspected for damage. Removal and installation of bearings shall be done in accordance with the manufacturer's requirements. New bearings shall meet the original specifications.

6.2.8. Impeller

Deburr complete impeller

Inspect wear rings for concentricity and OD

Dynamically balance impeller to a minimum G 6.3 (ISO1940-1) specification.

6.2.9. Balancing

Frame sizes below 143 shall be statically balanced. All others shall be dynamically balanced in accordance with NEMA/IEEE standards. Balancing shall be achieved without drilling holes in the core assembly.

6.2.10. Centrifugal Switch

For single phase motor and/or pumps set the centrifugal switch per manufacturer's requirements.

6.2.11. Miscellaneous:

Inspect all miscellaneous motor and/or pump components such as oil rings, housings, etc. Repair or replace as required. Paint the motor and/or pump.

6.2.12. Final Test:

For a final test, operate the motor and/or pump under no load. Test the insulation resistance. Inspect the motor and/or pump for undue temperature, vibration and noise. Check the cooling fluid in submersible motors and/or pumps. Check for mechanical seal leaks, check for seal and thermal alarm operation. Correct any deficiency

7. DOCUMENTATION

7.1. Upon Delivery the Contractor shall provide the County with a written report of all service activity performed. This report shall list as a minimum:

- 7.1.1. The date and time of the request for service
- 7.1.2. Identification of the motor and/or pump
- 7.1.3. A detailed as found condition report.
- 7.1.4. A detailed description of any test performed on the motor and/or pump
- 7.1.5. A detailed description of all repairs completed.
- 7.1.6. Attached photos of pump before and after repair. Photos shall comply with section 4.6.1.1 of this scope.
- 7.1.7. Total labor hours spent
- 7.1.8. A detailed list of parts replaced by part manufacturer and part identification number.

7.2. Aside from the above report, tagging and documentation of all motor and/or pumps worked on shall be done and signed by the technician performing the work

7.3. Whenever a component is dynamically balanced, a pdf report shall be part of the submitted documentation.

7.4. All parts removed or replaced shall be tagged and returned to the County upon request.

8. CONTRACTOR'S REQUIREMENTS

8.1 The Contractor shall be an authorized dealer, distributor, and/or representative of the manufacturer for the brand/model being bid. Dealer, distributor, and/or representative means a firm or person that owns, operates, or maintains a store, warehouse, or other establishment in which materials, supplies, parts, articles, or equipment of the general character described in the specifications are bought, kept in stock and sold commercially or to the general public in the usual course of business.

8.2 The Contractor shall have at least five years of successful experience in the maintenance, testing, rewinding, and repair of AC motor and/or pumps up to 150 HP.

8.3 The Contractor shall have a service and repair shop located within 50 miles of the Orange County. The County reserves the right to visit and inspect said facility at any time during the bid evaluation if such inspection and additional information is considered necessary to properly evaluate a Bidder's qualifications and capacity to manage all service requirements of this scope and the volume of work resulting from it.

- 8.4 The Contractor shall have the ability to obtain OEM parts in an expedited basis, and must maintain a normal supply of repair parts and be equipped with personnel and facilities to provide such service as necessary to keep the equipment in operation with a minimum of delay.
- 8.5 The contractor shall have an internal quality control program in place. The quality control program shall include complete documentation requirements and testing and repair procedures and shall be available to the County upon request.
- 8.6 Failure to meet and maintain these requirements, in the County's sole opinion, may be cause for contract termination.

SECTION 4
BID SUBMISSION REQUIREMENTS AND DOCUMENTATION

IMPORTANT NOTE:

Modification or alteration of the documents contained in this solicitation or the contract resulting from this solicitation **shall only be made upon receipt of prior written consent of the County.**
(See: General Terms and Conditions, Article 2, Questions Regarding this Solicitation)

Bidders are cautioned, when completing your bid, do not attach any forms which may contain deviations from the County's scope of services/specification, terms and conditions or fee schedule as these may conflict with those listed in the County's bid documents(s). Unauthorized modifications or alterations and/or inclusion of additional terms and conditions such as those which may be on your company's standard forms shall result in your bid being declared non-responsive as these changes will be considered a counteroffer to the County's bid.

STATEMENT OF NO-BID

The Procurement Division is committed to continuously improve its processes and our goal is to receive maximum participation from the vendor community. If your firm chooses not to participate in responding to this solicitation please email Melisa.Vergara@ocfl.net, referencing the IFB number, and briefly explain why the decision was made to not participate.

SUBMITTAL LABEL:

In an effort to help promote social distancing measures during the COVID-19 Public Health Emergency, electronic submissions will be accepted by the County.

Firms are **strongly encouraged** to submit responses electronically. Firms will not be permitted to fax or email offers. To maintain a secured sealed process electronic submissions may be made through the Negometrix platform only at: <https://app.negometrix.com/buyer/691>

If submitting via mail or hard copy, use the hard-copy label below and place on front of their outermost sealed envelope/package.

**DO NOT OPEN - SEALED RESPONSES - DO NOT OPEN
RESERVED FOR PUBLIC BID OPENING**

Company : _____

Contact Name: _____

Contact Phone/ Email: _____

Address: _____

CONTACT: **MELISA VERGARA**
IFB NUMBER: **Y21-170-MV**
TITLE: **FLYGT AND ABS PUMPS, PARTS AND REPAIRS**

BID DUE DATE: _____

DELIVER TO:

ORANGE COUNTY PROCUREMENT DIVISION
INTERNAL OPERATIONS CENTRE II
400 E. SOUTH STREET, 2ND FLOOR
ORLANDO, FL 32801.

QUALIFICATION OF BIDDERS

BID PACKAGE REQUIREMENTS:

- In an effort to help promote social distancing measures during the COVID-19 Public Health Emergency, electronic submissions will be accepted by the County.
- Firms are strongly encouraged to submit responses electronically. Firms will not be permitted to fax or email offers. To maintain a secured sealed process electronic submissions may be made through the Negometrix platform only at: <https://app.negometrix.com/buyer/691>
- If submitting via mail or hand delivery, Bidders must submit one (1) original, two (2) copies and one (1) electronic copy on USB drive. Electronic copy shall be in Microsoft Word or Adobe – the most recent software version.
- All responses and copies are to be submitted on 8 ½ x 11 inch paper, bound individually and tabbed as applicable.
- If your response contains any information deemed confidential, in accordance with Chapter 119 of the Florida Statutes, provide an additional USB drive with a redacted version of your response labeled REDACTED. Electronic copy shall be in Microsoft Word or Adobe – the most recent software version.

This bid will be awarded to a responsible, responsive bidder, qualified by experience to provide the work specified. Failure to submit the below requested information may be cause for rejection of your bid.

The determination on whether a bidder is responsible or not shall be at the sole discretion of the County. Although the County may request the submission of a minimum number of contracts similar to the requirements of this solicitation with certain minimum dimensions, quantities, dollar values, etc., the County's determination of a bidder's responsibility shall not be solely based on the number of similar procurements the bidder provides but the entirety of the bidder's qualifications.

The Bidder shall submit the following information with the bid. It is recommended to use the list below as a checklist for your bid submittal:

[] 1. Reference Documentation Form
(Required)

Bidder shall complete the attached Reference Documentation Form. References shall be for work **substantially similar in scope and magnitude** satisfactorily completed and shall validate the following capabilities and experience per the scope of services provided herein. References shall validate the following:

- a. A minimum of five (5) years' experience in the maintenance, testing, rewinding, and repair of AC motor and/or pumps up to 150 HP. References shall be for work performed under the same name as the bidder.

- [] 2. Bidder shall provide a letter from the manufacturer on their letterhead confirming the bidder is an authorized dealer, distributor and/or representative of the manufacturer for the brand being bid.
(Required)
- [] 3. Bidder shall provide a written statement on its letterhead affirming the firm has adequate experience, staff, resources, facilities and equipment, required to successfully perform the work in accordance scope of services herein.
(Required)
- [] 4. Bid Response Form
(Required)
- [] 5. Acknowledgement of Addenda
(Required if Applicable)
- [] 6. Authorized Signatories/Negotiators
(Required)
- [] 7. Drug-Free Workplace
(Required)
- [] 8. Schedule of Sub-contracting
(Required if Applicable)
- [] 9. Conflict/Non-Conflict of Interest Form
(Required)
- [] 10. E-Verification Certification
(Required)
- [] 11. Current W9
(Required)
- [] 12. Relationship Disclosure Form
(Required to be Submitted and Notarized)
- [] 13. Orange County Specific Project Expenditure Report.
(Required to be Submitted and Notarized)
- [] 14. Agent Authorization Form
(Submit if Applicable)
- [] 15. Leased Employee Affidavit
(Submit if Applicable)
- [] 16. Information for determining Joint Venture Eligibility (if Applicable)
(Submit if Applicable)

- [] 17. Contract Y21-170-MV, Counterpart (1), signed without exception to terms and conditions. Counteroffers shall not be allowed.
(Required)

Failure to submit the above requested information may be cause for rejection of your bid.

**BID RESPONSE FORM
IFB #Y21-170-MV**

The Contractor shall provide all labor and other resources necessary to provide the goods and/or equipment in strict accordance with the specifications defined in this solicitation for the amounts specified in this Bid Response Form, inclusive of overhead, profit and any other costs.

Note: The percentage mark-up or mark-down from cost shall be indicated by checking the applicable box. Failure to indicate will deem the bid non-responsive.

Example: If the mark-down is 10% (.10) enter .90 (1-.10 = .90)
Then your total should be 115,000.00 X .90 = \$103,500.00

Example: If the mark-up is 10% (.10) enter 1.10 (1+.10 = 1.10)
Then your total should be 115,000.00 X 1.10 = \$126,500.00

LOT A – FLYGT PUMPS

ITEM NO.	DESCRIPTION	ESTIMATED ANNUAL USAGE	UNIT	X	UNIT COST PERCENTAGE MARK- UP OR MARK-DOWN FROM MANUFACTURER'S SUGGESTED RETAIL PRICE (MSRP)	=	TOTAL ESTIMATED ANNUAL BID
1	Flygt Pumps	\$650,000	Dollars	X	_____ % ☐ MARK-UP OR ☐ MARK-DOWN	=	\$ _____
2	Flygt Parts	\$803,900	Dollars	X	_____ % ☐ MARK-UP OR ☐ MARK-DOWN	=	\$ _____

Company Name

ITEM NO.	SERVICES	ESTIMATED ANNUAL USAGE	UNIT	X	UNIT PRICE	=	TOTAL ESTIMATED ANNUAL BID
3	HOURLY LABOR RATE FOR REPAIRS	500	HOURS	X	\$_____	=	\$_____
4	ENVIRONMENTAL FEE 1 TO 10 HP	15	EACH	X	\$_____	=	\$_____
5	ENVIRONMENTAL FEE 11 TO 50 HP	30	EACH	X	\$_____	=	\$_____
6	ENVIRONMENTAL FEE GREATER THAN 51 HP	15	EACH	X	\$_____	=	\$_____

7

8

9

10	FLANGE DRILLING SERVICE	\$300	DOLLARS	X	%_____		
					☐ MARK-UP OR	=	\$_____
					☐ MARK-DOWN		

TOTAL ESTIMATED ANNUAL BID LOT A (LINES 1 THROUGH 10) = \$_____

X 3

TOTAL ESTIMATED THREE-YEAR BID LOT A = \$_____

Company Name

LOT B – ABS PUMPS

ITEM NO.	DESCRIPTION	ESTIMATED ANNUAL USAGE	UNIT	X	UNIT COST	=	TOTAL ESTIMATED ANNUAL BID
					PERCENTAGE MARK-UP OR MARK-DOWN FROM MANUFACTURER'S SUGGESTED RETAIL PRICE (MSRP)		
1	ABS Pumps	\$75,000	Dollars	X	_____ %	=	\$ _____
☐ MARK-UP OR ☐ MARK-DOWN							
2	ABS Parts	\$402,600	Dollars	X	_____ %	=	\$ _____
☐ MARK-UP OR ☐ MARK-DOWN							

ITEM NO.	SERVICES	ESTIMATED ANNUAL USAGE	UNIT	X	UNIT PRICE	=	TOTAL ESTIMATED ANNUAL BID
3	HOURLY LABOR RATE FOR REPAIRS	350	HOURS	X	\$ _____	=	\$ _____
4	ENVIRONMENTAL FEE 1 TO 10 HP	10	EACH	X	\$ _____	=	\$ _____
5	ENVIRONMENTAL FEE 11 TO 50 HP	20	EACH	X	\$ _____	=	\$ _____
6	ENVIRONMENTAL FEE GREATER THAN 51 HP	10	EACH	X	\$ _____	=	\$ _____

Company Name

7

TOTAL ESTIMATED ANNUAL BID LOT B (LINES 1 THROUGH 7) =

X 3

TOTAL ESTIMATED THREE-YEAR BID LOT B =

TOTAL ESTIMATED THREE-YEAR BID LOT A + LOT B =

Company Name

IMPORTANT NOTE: When completing your bid, do not attach any forms which may contain terms and conditions that conflict with those listed in the County's bid documents(s). Inclusion of additional terms and conditions such as those which may be on your company's standard forms shall result in your bid being declared non-responsive as these changes will be considered a counteroffer to the County's bid.

Inquiries regarding this Invitation for Bids may be directed to Melisa Vergara, Contracting Agent, at Melisa.Vergara@ocfl.net

BID RESPONSE FORM - CONTINUED
THE FOLLOWING SECTION MUST BE COMPLETED BY ALL BIDDERS:

Company Name: _____

NOTE: COMPANY NAME MUST MATCH LEGAL NAME ASSIGNED TO TIN
NUMBER. CURRENT W9 MUST BE SUBMITTED WITH BID.

TIN#: _____ D-U-N-S® # _____

(Street No. or P.O. Box Number) (Street Name) (City)

(County) (State) (Zip Code)

Contact Person: _____

Phone Number: _____ Fax Number: _____

Email Address: _____

EMERGENCY CONTACT

Emergency Contact Person: _____

Telephone Number: _____ Cell Phone Number: _____

Residence Telephone Number: _____ Email: _____

ACKNOWLEDGEMENT OF ADDENDA

The Bidder shall acknowledge receipt of any addenda issued to this solicitation by completing the blocks below or by completion of the applicable information on the addendum and returning it not later than the date and time for receipt of the bid. Failure to acknowledge an addendum that has a material impact on this solicitation may negatively impact the responsiveness of your bid. Material impacts include but are not limited to changes to specifications, scope of work/services, delivery time, performance period, quantities, bonds, letters of credit, insurance, or qualifications.

Addendum No. _____, Date _____ Addendum No. _____, Date _____

Addendum No. _____, Date _____ Addendum No. _____, Date _____

AUTHORIZED SIGNATORIES/NEGOTIATORS

The Bidder represents that the following **principals** are authorized to sign bids, negotiate and/or sign contracts and related documents to which the bidder will be duly bound. Principal is defined as an employee, officer or other technical or professional in a position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.

Name	Title	Telephone Number/Email
------	-------	------------------------

(Signature)

(Date)

(Title)

(Name of Business)

The Bidder shall complete and submit the following information with the bid:

Type of Organization

☐ Sole Proprietorship ☐ Partnership ☐ Non-Profit

Joint Venture* Corporation

State of Incorporation: _____

Principal Place of Business (Florida Statute Chapter 607): _____
City/County/State

**THE PRINCIPAL PLACE OF BUSINESS SHALL BE THE ADDRESS OF
THE BIDDER'S PRINCIPAL OFFICE AS IDENTIFIED BY THE
FLORIDA DIVISION OF CORPORATIONS.**

Federal I.D. number is:

* Joint venture firms must complete and submit with their Bid Response the form titled “Information for Determining Joint Venture Eligibility”, and a copy of the formal agreement between all joint venture parties. This joint venture agreement must indicate the parties’ respective roles, responsibilities and levels of participation for the project. **If proposing as a Joint Venture, the Joint Venture shall obtain and maintain all contractually required insurance in the name of the Joint Venture as required by the Contract. Individual insurance in the name of the parties to the Joint venture will not be accepted.** Failure to timely submit the required form along with an attached written copy of the joint venture agreement may result in disqualification of your Bid Response

REFERENCE DOCUMENTATION FORM

List at a minimum of three (3) clients during the past ten (10) years for which you provided a comparable amount of goods or services substantially similar to those specified in the solicitation in the spaces provided below. Provide the Company name, contact person, address, email address, telephone number, and date services were performed, as described. References must be for work performed in the bidding company's name.

1. Company Name: _____

Owner's Name: _____

Description of goods or services provided: _____

Contract Amount: _____

Start and End Date of
Contract: _____

Contact Person: _____

Address: _____

Telephone Number: _____

Email Address: _____

2. Company Name: _____

Owner's Name: _____

Description of goods or services provided: _____

Contract Amount: _____

Start and End Date of
Contract: _____

Contact Person: _____

Address: _____

Telephone Number: _____

Email Address: _____

3. Company Name: _____

Owner's Name: _____

Description of goods or services provided: _____

Contract Amount: _____

Start and End Date of Contract: _____

Contact Person: _____

Address: _____

Telephone Number: _____

Email Address: _____

4. Company Name: _____

Owner's Name: _____

Description of goods or services provided: _____

Contract Amount: _____

Start and End Date of Contract: _____

Contact Person: _____

Address: _____

Telephone Number: _____

Email Address: _____

5. Company Name: _____

Owner's Name: _____

Description of goods or services provided: _____

Contract Amount: _____

Start and End Date of
Contract: _____

Contact Person: _____

Address: _____

Telephone Number: _____

Email Address: _____

DRUG-FREE WORKPLACE FORM

The undersigned Bidder, in accordance with Florida Statute 287.087 hereby certifies that
_____ does:

Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 thru 5.

As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

Bidder's Signature

Date

SCHEDULE OF SUBCONTRACTING, IFB NO. Y21-170-MV

As specified in the General Terms and Conditions and in the Special Terms and Conditions, bidders are to present the details of subcontractor participation.

Name Of Subcontractor	Address	Type of Work to be Performed	Percent and dollar amount of Contract Amount to be Subcontracted

Company Name: _____

CONFLICT/NON-CONFLICT OF INTEREST STATEMENT

CHECK ONE

[] To the best of our knowledge, the undersigned bidder has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

OR

[] The undersigned bidder, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

LITIGATION STATEMENT

CHECK ONE

[] The undersigned bidder has had no litigation and/or judgments entered against it by any local, state or federal entity and has had no litigation and/or judgments entered against such entities during the past ten (10) years.

[] The undersigned bidder, **BY ATTACHMENT TO THIS FORM**, submits a summary and disposition of individual cases of litigation and/or judgments entered by or against any local, state or federal entity, by any state or federal court, during the past ten (10) years.

COMPANY NAME

AUTHORIZED SIGNATURE

NAME (PRINT OR TYPE)

TITLE

Failure to check the appropriate blocks above may result in disqualification of your bid. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation and/or judgments, may result in disqualification of your bid.

E VERIFICATION CERTIFICATION

Contract No. Y21-170-MV

NAME OF CONTRACTOR: _____ (referred to herein as “Contractor”)

ADDRESS OF CONTRACTOR:

The undersigned does hereby certify that the above named contractor:

- 1. Is, or will be, registered with and using the E-Verify system prior to execution of the contract with Orange County; or
- 2. Is, or will be, registered with the E-Verify system prior to execution of the contract with Orange County, but does not have any employees and does not intend to hire any new employees during the period of time that the contractor will be providing services under the contract; or
- 3. Is, or will be, registered with the E-Verify system prior to execution of the contract with Orange County, but employs individuals who were hired prior to the commencement of providing labor on the contract and does not intend to hire any new employees during the period of time that the contractor will be providing labor under the contract.

The undersigned acknowledges the use of the E-Verify system for newly hired employees is an ongoing obligation for so long as the contractor provides labor under the contract and that the workforce eligibility of all newly hired employees will be properly verified using the E-Verify system.

In accordance with Section 837.06, Florida Statutes, Contractor acknowledges that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duties shall be guilty of a misdemeanor in the second degree, punishable as provided in Section 775.082 or Section 775.083, Florida Statutes.

AUTHORIZED SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

**RELATIONSHIP DISCLOSURE FORM
FOR USE WITH PROCUREMENT ITEMS, EXCEPT THOSE WHERE THE COUNTY
IS THE PRINCIPAL OR PRIMARY BIDDER**

For procurement items that will come before the Board of County Commissioners for final approval, this form shall be completed by the Bidder and shall be submitted to the Procurement Division by the Bidder.

In the event any information provided on this form should change, the Bidder must file an amended form on or before the date the item is considered by the appropriate board or body.

Part I

INFORMATION ON BIDDER:

Legal Name of Bidder:

Business Address (Street/P.O. Box, City and Zip Code):

Business Phone: () _____

Facsimile: () _____

**INFORMATION ON BIDDER'S AUTHORIZED AGENT, IF APPLICABLE:
(Agent Authorization Form also required to be attached)**

Name of Bidder's Authorized Agent:

Business Address (Street/P.O. Box, City and Zip Code):

Business Phone: () _____

Facsimile: () _____

Part II

IS THE BIDDER A RELATIVE OF THE MAYOR OR ANY MEMBER OF THE BCC?

____ **YES** ____ **NO**

IS THE MAYOR OR ANY MEMBER OF THE BCC THE BIDDER'S EMPLOYEE?

____ **YES** ____ **NO**

IS THE BIDDER OR ANY PERSON WITH A DIRECT BENEFICIAL INTEREST IN THE OUTCOME OF THIS MATTER A BUSINESS ASSOCIATE OF THE MAYOR OR ANY MEMBER OF THE BCC?

____ **YES** ____ **NO**

If you responded "YES" to any of the above questions, please state with whom and explain the relationship.

(Use additional sheets of paper if necessary)

ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED

Signature of Bidder

Date _____

Printed Name and Title of Person completing this form:

The foregoing instrument was acknowledged before me by means of ☐physical presence, or ☐online notarization, this _____ day of _____, 20____, by _____ [NAME OF PERSON], as _____ [TYPE OF AUTHORITY, ... e.g. officer, trustee, etc.)) for _____ [NAME OF PARTY ON BEHALF OF WHOM INSTRUMENT WAS EXECUTED].

☐ Personally Known; OR

☐Produced Identification. Type of identification produced:_____.

[CHECK APPLICABLE BOX TO SATISFY IDENTIFICATION REQUIREMENT OF FLA. STAT. §117.05]

Notary Public
My Commission Expires:

(Printed, typed or stamped commissioned name of Notary Public)

FREQUENTLY ASKED QUESTIONS (FAQ)
ABOUT THE
RELATIONSHIP DISCLOSURE FORM
Updated 6-28-11

WHAT IS THE RELATIONSHIP DISCLOSURE FORM?

The Relationship Disclosure Form (form OC CE 2D and form OC CE 2P) is a form created pursuant to the County's Local Code of Ethics, codified at Article XIII of Chapter 2 of the Orange County Code, to ensure that all development-related items and procurement items presented to or filed with the County include information as to the relationship, if any, between the applicant and the County Mayor or any member of the Board of County Commissioners (BCC). The form will be a part of the backup information for the applicant's item.

WHY ARE THERE TWO RELATIONSHIP DISCLOSURE FORMS?

Form OC CE 2D is used only for development-related items, and form OC CE 2P is used only for procurement-related items. The applicant needs to complete and file the form that is applicable to his/her case.

WHO NEEDS TO FILE THE RELATIONSHIP DISCLOSURE FORM?

Form OC CE 2D should be completed and filed by the owner of record, contract purchaser, or authorized agent. Form OC CE 2P should be completed and filed by the bidder, offeror, quoter, or respondent, and, if applicable, their authorized agent. In all cases, the person completing the form must sign the form and warrant that the information provided on the form is true and correct.

WHAT INFORMATION NEEDS TO BE DISCLOSED ON THE RELATIONSHIP DISCLOSURE FORM?

The relationship disclosure form needs to disclose pertinent background information about the applicant and the relationship, if any, between, on the one hand, the applicant and, if applicable, any person involved with the item, and on the other hand, the Mayor or any member of the BCC.

In particular, the applicant needs to disclose whether any of the following relationships exist: (1) the applicant is a business associate of the Mayor or any member of the BCC; (2) any person involved with the approval of the item has a beneficial interest in the outcome of the matter *and* is a business associate of the Mayor or any member of the BCC; (3) the applicant is a relative of the Mayor or any member of the BCC; or (4) the Mayor or any member of the BCC is an employee of the applicant. (See Section 2-454, Orange County Code.)

HOW ARE THE KEY RELEVANT TERMS DEFINED?

Applicant means, for purposes of a development-related project, the owner, and, if applicable, the contract purchaser or owner's authorized agent. Applicant means, for purposes of a procurement item, the bidder, offeror, quoter, respondent, and, if applicable, the authorized agent of the bidder, offeror, quoter, or respondent.

Business associate means any person or entity engaged in or carrying on a business enterprise with a public officer, public employee, or candidate as a partner, joint venture, corporate shareholder where the shares of such corporation are not listed on any national or regional stock exchange, or co-owner of property. In addition, the term includes any person or entity engaged in or carrying on a business enterprise, or otherwise engaging in common investment, with a public officer, public employee, or candidate as a partner, member, shareholder, owner, co-owner, joint venture partner, or other investor, whether directly or indirectly, whether

through a Business Entity or through interlocking Parent Entities, Subsidiary Entities, or other business or investment scheme, structure, or venture of any nature. (See Section 112.312(4), Florida Statutes, and Section 2-452(b), Orange County Code.)

Employee means any person who receives remuneration from an employer for the performance of any work or service while engaged in any employment under any appointment or contract for hire or apprenticeship, express or implied, oral or written, whether lawfully or unlawfully employed, and includes, but is not limited to, aliens and minors. (See Section 440.02(15), Florida Statutes.)

Relative means an individual who is related to a public officer or employee as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, grandparent, great grandparent, grandchild, great grandchild, step grandparent, step great grandparent, step grandchild, step great grandchild, person who is engaged to be married to the public officer or employee or who otherwise holds himself or herself out as or is generally known as the person whom the public officer or employee intends to marry or with whom the public officer or employee intends to form a household, or any other natural person having the same legal residence as the public officer or employee. (See Section 112.312(21), Florida Statutes.)

DOES THE RELATIONSHIP DISCLOSURE FORM NEED TO BE UPDATED IF INFORMATION CHANGES?

Yes. It remains a continuing obligation of the applicant to update this form whenever any of the information provided on the initial form changes.

WHERE DO THE RELATIONSHIP DISCLOSURE FORM AND ANY SUBSEQUENT UPDATES NEED TO BE FILED?

For a development-related item, the Relationship Disclosure Form and any update need to be filed with the County Department or County Division where the applicant filed the application. For a procurement item, the Relationship Disclosure Form and any update need to be filed with the Procurement Division.

WHEN DO THE RELATIONSHIP DISCLOSURE FORM AND ANY UPDATES NEED TO BE FILED?

In most cases, the initial form needs to be filed when the applicant files the initial development-related project application or initial procurement-related forms. However, with respect to a procurement item, a response to a bid will not be deemed unresponsive if this form is not included in the initial packet submitted to the Procurement Division.

If changes are made after the initial filing, the final, cumulative Relationship Disclosure Form needs to be filed with the appropriate County Department or County Division processing the application not less than seven (7) days prior to the scheduled BCC agenda date so that it may be incorporated into the BCC agenda packet. When the matter is a discussion agenda item or is the subject of a public hearing, and an update has not been made at least 7 days prior to BCC meeting date or is not included in the BCC agenda packet, the applicant is obligated to verbally present such update to the BCC when the agenda item is heard or the public hearing is held. When the matter is a consent agenda item and an update has not been made at least 7 days prior to the BCC meeting or the update is not included in the BCC agenda packet, the item will be pulled from the consent agenda to be considered at a future meeting.

WHO WILL REVIEW THE INFORMATION DISCLOSED ON THE RELATIONSHIP DISCLOSURE FORM AND ANY UPDATES?

The information disclosed on this form and any updates will be a public record as defined by Chapter 119, Florida Statutes, and may therefore be inspected by any interested person. Also, the information will be made available to the Mayor and the BCC members. This form and any updates will accompany the information for the applicant's project or item.

However, for development-related items, if an applicant discloses the existence of one or more of the relationships described above and the matter would normally receive final consideration by the Concurrency Review Committee or the Development Review Committee, the matter will be directed to the BCC for final consideration and action following committee review.

CONCLUSION:

We hope you find this FAQ useful to your understanding of the Relationship Disclosure Form. Please be informed that if the event of a conflict or inconsistency between this FAQ and the requirements of the applicable ordinance or law governing relationship disclosures, the ordinance or law controls.

Also, please be informed that the County Attorney's Office is not permitted to render legal advice to an applicant or any other outside party. Accordingly, if the applicant or an outside party has any questions after reading this FAQ, he/she is encouraged to contact his/her own legal counsel.

ORANGE COUNTY SPECIFIC PROJECT EXPENDITURE REPORT

This lobbying expenditure form shall be completed in full and filed with all application submittals. This form shall remain cumulative and shall be filed with the department processing your application. Forms signed by a principal's authorized agent shall include an executed Agent Authorization Form.

This is the initial Form: _____
This is a Subsequent Form: _____

Part I

Please complete all of the following:

Name and Address of Principal (legal name of entity or owner per Orange County tax rolls): _____

Name and Address of Principal's Authorized Agent, if applicable: _____

List the name and address of all lobbyists, Contractors, contractors, subcontractors, individuals or business entities who will assist with obtaining approval for this project. (Additional forms may be used as necessary.)

1. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ____ or No ____
2. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ____ or No ____
3. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ____ or No ____
4. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ____ or No ____
5. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ____ or No ____
6. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ____ or No ____
7. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ____ or No ____
8. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ____ or No ____

Part II

Expenditures:

For this report, an "expenditure" means money or anything of value given by the principal and/or his/her lobbyist for the purpose of lobbying, as defined in section 2-351, Orange County Code. This may include public relations expenditures including, but not limited to, petitions, fliers, purchase of media time, cost of print and distribution of publications. However, the term "expenditure" **does not** include:

- Contributions or expenditures reported pursuant to chapter 106, Florida Statutes;
- Federal election law, campaign-related personal services provided without compensation by individuals volunteering their time;
- Any other contribution or expenditure made by or to a political party;
- Any other contribution or expenditure made by an organization that is exempt from taxation under 26 U.S.C. s. 527 or s. 501(c)(4), in accordance with s.112.3215, Florida Statutes; and/or
- Professional fees paid to registered lobbyists associated with the project or item.

The following is a complete list of all lobbying expenditures and activities (including those of lobbyists, contractors, Contractors, etc.) incurred by the principal or his/her authorized agent and expended in connection with the above-referenced project or issue. **You need not include de minimum costs (under \$50) for producing or reproducing graphics, aerial photographs, photocopies, surveys, studies or other documents related to this project.**

Date of Expenditure	Name of Party Incurring Expenditure	Description of Activity	Amount Paid
		TOTAL EXPENDED THIS REPORT	\$

Original signature and notarization required

Date _____

Printed Name and Title of Person completing this form:

Page 467 of 948

FREQUENTLY ASKED QUESTIONS (FAQ)
ABOUT THE
SPECIFIC PROJECT EXPENDITURE REPORT
Updated 3-1-11

WHAT IS A SPECIFIC PROJECT EXPENDITURE REPORT (SPR)?

A Specific Project Expenditure Report (SPR) is a report required under Section 2-354(b) of the Orange County Lobbying Ordinance, codified at Article X of Chapter 2 of the Orange County Code, reflecting all lobbying expenditures incurred by a principal and their authorized agent(s) and the principal's lobbyist(s), contractor(s), subcontractor(s), and Contractor(s), if applicable, for certain projects or issues that will ultimately be decided by the Board of County Commissioners (BCC).

Matters specifically exempt from the SPR requirement are ministerial items, resolutions, agreements in settlement of litigation matters in which the County is a party, ordinances initiated by County staff, and some procurement items, as more fully described in 2.20 of the Administrative Regulations.

Professional fees paid by the principal to his/her lobbyist for the purpose of lobbying need not be disclosed on this form. (See Section 2-354(b), Orange County Code.)

WHO NEEDS TO FILE THE SPR?

The principal or his/her authorized agent needs to complete and sign the SPR and warrant that the information provided on the SPR is true and correct.

A principal that is a governmental entity does not need to file an SPR.

HOW ARE THE KEY RELEVANT TERMS DEFINED?

Expenditure means "a payment, distribution, loan, advance, reimbursement, deposit, or anything of value made by a lobbyist or principal for the purpose of lobbying. This may include public relations expenditures (including but not limited to petitions, flyers, purchase of media time, cost of print and distribution of publications) but does not include contributions or expenditures reported pursuant to Chapter 106, Florida Statutes, or federal election law, campaign-related personal services provided without compensation by individuals volunteering their time, any other contribution or expenditure made by or to a political party, or any other contribution or expenditure made by an organization that is exempt from taxation under 26 U.S.C. s. 527 or s. 501(c)(4)." (See Section 112.3215, Florida Statutes.) Professional fees paid by the principal to his/her lobbyist for the purpose of lobbying are not deemed to be "expenditures." (See Section 2-354, Orange County Code.)

Lobbying means seeking "to encourage the approval, disapproval, adoption, repeal, rescission, passage, defeat or modification of any ordinance, resolution, agreement, development permit, other type of permit, franchise, vendor, Contractor, contractor, recommendation, decision or other foreseeable action of the [BCC]," and "include[s] all communications, regardless of whether initiated by the lobbyist or by the person being lobbied, and regardless of whether oral, written or electronic." (See Section 2-351, Orange County Code.) Furthermore, *lobbying* means communicating "directly with the County Mayor, with any other member of the [BCC], or with any member of a procurement committee." (See Section 2-351, Orange County Code.) *Lobbying* also

means communicating “indirectly with the County Mayor or any other member of the [BCC]” by communicating with any staff member of the Mayor or any member of the BCC, the county administrator, any deputy or assistant county administrator, the county attorney, any county department director, or any county division manager. (See Section 2-351, Orange County Code.) *Lobbying* does not include the act of appearing before a Sunshine Committee, such as the Development Review Committee or the Roadway Agreement Committee other than the BCC.

Principal means “the person, partnership, joint venture, trust, association, corporation, governmental entity or other entity which has contracted for, employed, retained, or otherwise engaged the services of a lobbyist.” *Principal* may also include a person, partnership, joint venture, trust, association, corporation, limited liability corporation, or other entity where it or its employees do not qualify as a lobbyist under the definition set forth in Section 2-351 of the Orange County Code but do perform lobbying activities on behalf of a business in which it has a personal interest.

DOES THE SPR NEED TO BE UPDATED IF INFORMATION CHANGES?

Yes. It remains a continuing obligation of the principal or his/her authorized agent to update the SPR whenever any of the information provided on the initial form changes.

WHERE DO THE SPR AND ANY UPDATES NEED TO BE FILED?

The SPR needs to be filed with the County Department or County Division processing the application or matter. If and when an additional expenditure is incurred subsequent to the initial filing of the SPR, an amended SPR needs to be filed with the County Department or County Division where the original application, including the initial SPR, was filed.

WHEN DO THE SPR AND ANY UPDATES NEED TO BE FILED?

In most cases, the initial SPR needs to be filed with the other application forms. The SPR and any update must be filed with the appropriate County Department or County Division not less than seven (7) days prior to the BCC hearing date so that they may be incorporated into the BCC agenda packet. (See Section 2-354(b), Orange County Code.) When the matter is a discussion agenda item or is the subject of a public hearing, and any additional expenditure occurs less than 7 days prior to BCC meeting date or updated information is not included in the BCC agenda packet, the principal or his/her authorized agent is obligated to verbally present the updated information to the BCC when the agenda item is heard or the public hearing is held. When the matter is a consent agenda item and an update has not been made at least 7 days prior to the BCC meeting or the update is not included in the BCC agenda packet, the item will be pulled from the consent agenda to be considered at a future meeting.

WHO WILL BE MADE AWARE OF THE INFORMATION DISCLOSED ON THE SPR AND ANY UPDATES?

The information disclosed on the SPR and any updates will be a public record as defined by Chapter 119, Florida Statutes, and therefore may be inspected by any interested person. Also, the information will be made available to the Mayor and the BCC members. This information will accompany the other information for the principal’s project or item.

CONCLUSION:

We hope you find this FAQ useful to your understanding of the SPR. Please be informed that in the event of a conflict or inconsistency between this FAQ and the requirements of the applicable ordinance governing specific project expenditure reports, the ordinance controls.

Also, please be informed that the County Attorney's Office is not permitted to render legal advice to a principal, his/her authorized agent, or any other outside party. Accordingly, if after reading this FAQ the principal, his/her authorized agent or an outside party has any questions, he/she is encouraged to contact his/her own legal counsel.

AGENT AUTHORIZATION FORM

I/We, (Print Bidder name) _____, Do hereby authorize (print agent's name), _____, to act as my/our agent to execute any petitions or other documents necessary to affect the CONTRACT approval PROCESS more specifically described as follows, (IFB NUMBER AND TITLE)_____, and to appear on my/our behalf before any administrative or legislative body in the county considering this CONTRACT and to act in all respects as our agent in matters pertaining TO THIS CONTRACT.

Signature of Bidder

Date _____

STATE OF FLORIDA)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐physical presence, or ☐online notarization, this _____ day of _____, 20____, by _____ [NAME OF PERSON], as _____ [TYPE OF AUTHORITY,... e.g. officer, trustee, etc.]) for _____ [NAME OF PARTY ON BEHALF OF WHOM INSTRUMENT WAS EXECUTED].

☐ Personally Known; OR

☐ Produced Identification. Type of identification produced: _____.

[CHECK APPLICABLE BOX TO SATISFY IDENTIFICATION REQUIREMENT OF FLA. STAT. §117.05]

Notary Public

My Commission Expires:

(Printed, typed or stamped commissioned name of Notary Public)

LEASED EMPLOYEE AFFIDAVIT

I affirm that an employee leasing company provides my workers' compensation coverage. I further understand that my contract with the employee leasing company limits my workers' compensation coverage to enrolled worksite employees only. My leasing arrangement does not cover un-enrolled worksite employees, independent contractors, uninsured sub-contractors or casual labor exposure.

I hereby certify that 100% of my workers are covered as worksite employees with the employee leasing company. I certify that I do not hire any casual or uninsured labor outside the employee leasing arrangement. I agree to notify the County in the event that I have any workers not covered by the employee leasing workers' compensation policy. In the event that I have any workers not subject to the employee leasing arrangement, I agree to obtain a separate workers' compensation policy to cover these workers. I further agree to provide the County with a certificate of insurance providing proof of workers' compensation coverage prior to these workers entering any County jobsite.

I further agree to notify the County if my employee leasing arrangement terminates with the employee leasing company and I understand that I am required to furnish proof of replacement workers' compensation coverage prior to the termination of the employee leasing arrangement.

I certify that I have workers' compensation coverage for all of my workers through the employee leasing arrangement specified below:

Name of Employee Leasing Company: _____

Workers' Compensation Carrier: _____

A.M. Best Rating of Carrier: _____

Inception Date of Leasing Arrangement: _____

I further agree to notify the County in the event that I switch employee-leasing companies. I recognize that I have an obligation to supply an updated workers' compensation certificate to the County that documents the change of carrier.

Name of Contractor: _____

Signature of Owner/Officer: _____

Title: _____ Date: _____

INFORMATION FOR DETERMINING JOINT VENTURE ELIGIBILITY

If the bidder is submitting as a joint venture, please be advised that this form **MUST** be completed and the **REQUESTED** written joint-venture agreement **MUST** be attached and submitted with this form.

HOWEVER, IF THE BIDDER IS NOT A JOINT VENTURE, CHECK THE FOLLOWING BLOCK: () NOT APPLICABLE

1. Name of joint venture: _____

2. Address of joint venture: _____

3. Phone number of joint venture: _____

4. Identify the firms which comprise the joint venture: _____

5. Describe the role of the MWBE / Labor Surplus Area(LSA) Firm (if applicable) in the joint venture: _____

6. Provide a copy of the joint venture's written contractual agreement.

7. What is the claimed percentage of ownership and identify any MWBE/LSA partners (if applicable)?

INFORMATION FOR DETERMINING JOINT VENTURE ELIGIBILITY – PAGE 2

8. Ownership of joint venture: (This need not be filled in if described in the joint venture agreement provided by question 6.)
- (a) Profit and loss sharing:
-
-
- (b) Capital contributions, including equipment:
-
-
- (c) Other applicable ownership interests:
-
9. Control of and participation in this contract. Identify by name, race, sex, and "firm" those individuals (and their titles) who are responsible for day-to-day management and policy decision making, including, but not limited to, those with prime responsibility for:
- (a) Financial decisions: _____
- (b) Management decisions, such as:
- (1) Estimating:
-
-
-
- (2) Marketing and sales:
-
-
-
- (3) Hiring and firing of management personnel:
-
-
-

INFORMATION FOR DETERMINING JOINT VENTURE ELIGIBILITY – PAGE 3

(4) Purchasing of major items or supplies:

(c) Supervision of field operations:

NOTE: If, after filing this form and before the completion of the joint venture's work on the subject contract, there is any significant change in the information submitted, the joint venture must inform the County in writing.

* **Joint venture must be properly registered with the Florida Division of Corporations before the contract award and the name of the Joint Venture must be the same name used in the Bid Response.**

AFFIDAVIT

"The undersigned swear or affirm that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operation of our joint venture and the intended participation by each joint venturer in the undertaking. Further, the undersigned covenant and agree to provide to the County current, complete and accurate information regarding actual joint venture work and the payment therefore and any proposed changes in any of the joint venture. Also, permit authorized representatives of the County to audit and examine records of the joint venture. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under Federal or State laws concerning false statements."

Name of Firm: _____ Name of Firm: _____

Signature: _____ Signature: _____

Name: _____ Name: _____

Title: _____ Title: _____

Date: _____ Date: _____

INFORMATION FOR DETERMINING JOINT VENTURE ELIGIBILITY – PAGE 4

Date _____
State of _____
County of _____

AFFIDAVIT

STATE OF FLORIDA)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence, or ☐ online notarization, this _____ day of _____, 20__, by _____ [NAME OF PERSON], as _____ [TYPE OF AUTHORITY,... e.g. officer, trustee, etc.)] for _____ [NAME OF PARTY ON BEHALF OF WHOM INSTRUMENT WAS EXECUTED].

☐ Personally Known; OR

☐ Produced Identification. Type of identification produced:_____.

[CHECK APPLICABLE BOX TO SATISFY IDENTIFICATION REQUIREMENT OF FLA. STAT. §117.05]

Notary Public
My Commission Expires:

(Printed, typed or stamped commissioned name of Notary Public)



**CONTRACT NO. Y21-170-MV
FLYGT AND ABS PUMPS, PARTS AND REPAIRS**

This contract is not valid unless bilaterally executed. Subject to mutual agreement Orange County, Florida, hereby enters into a contract subject to the following:

1. Ordering against Contract:

- A. Unless otherwise specified in the Invitation for Bids, the County will place orders by issuance of a numbered Delivery Order against this contract. Each Delivery Order will specify the quantity, description and location for deliver.
- B. The obligations of Orange County under this contract are subject to need and availability of funds lawfully appropriated for its purpose by the Board of County Commissioners or other funding source as specified in the terms and conditions.

2. Taxes:

The County has the following tax exemption certificates assigned.

- A. Certificate of Registry No. 59-70-004K for tax free transactions under Chapter 32, Internal Revenue Code;
- B. Florida Sales and Use Tax Exemption Certificate No. 85-8012622266C-0.

3. Invoicing:

- A. Invoices must be submitted, in duplicate, referencing this contract number and the Delivery Order to:

Orange County Utilities Field Services Division
8100 Presidents Drive Orlando, FL 32809
Attention: Financial Services Department
Phone: (407) 836-6829

- B. Invoices against this contract are authorized only at the prices stated in your bid response, unless otherwise provided in the Invitation for Bids.

4. Counterpart (1):
Bidder's Irrevocable Offer and Acceptance

- A. The Bidder hereby submits an irrevocable offer in response to **Invitation for Bids No. Y21-170-MV, FLYGT AND ABS PUMPS, PARTS AND REPAIRS - Term Contract**, subject to all general terms and conditions and special terms and conditions therein without exception.
- B. All requirements contained in any addenda to the solicitation for this procurement are part of and hereby incorporated into this contract.
- C. Debarment, Suspension, Ineligibility and Voluntary Exclusion
By executing Counterpart (1) the Bidder affirms that it is in compliance with the requirements of 2 C.F.R. Part 180 and that neither it, its principals, nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(COMPANY NAME)

BY: _____ (Authorized Signatory)

(Name)

(Title)

DATE: _____

NOTICES: _____ (Address)

(Address)

(City, State Zip)

(Phone)

(Email)

5. Counterparts. This Agreement may be executed in two identical counterparts, all of which shall be considered one and the same agreement and shall become effective when both counterparts have been signed by each party and delivered to the other party.

Counterpart (1) shall be executed by the bidder and included in the sealed bid response.

Counterpart (2) may be executed by the County Procurement Division to formalize Acceptance of Bidders Offer and Contract Award.

6. Counterpart (2):

Orange County's Acceptance of Bidder's Offer and Contract Award

- A. The County's acceptance of the Bidder's offer in response to our **Invitation for Bids No. Y21-170-MV, FLYGT AND ABS PUMPS, PARTS AND REPAIRS - Term Contract.**
- B. This contract is effective **EFFECTIVE DATE**, and shall remain in effect through **EXPIRATION DATE**.
- C. The estimated contract award for the initial term of the contract is

\$_____
- D. This is a term contract for the time period specified in the referenced Invitation for Bids, for the products/services covered by this contract. The County is not obligated to purchase any minimum amount of products or services, unless otherwise stipulated in the Invitation for Bids. The bidder is granted authorization to proceed to perform services upon receipt of duly executed Delivery Order.
- E. This contract may be renewed as provided in the Invitation for Bids.
- F. Any amendments modifying the terms, conditions or scope of this contract must be in writing and signed by both parties. Such amendment(s) must be signed by the representative of the Orange County Procurement Division to be valid, binding, and enforceable.
- G. This contract may be cancelled or terminated as provided for in the Invitation for Bids.

ORANGE COUNTY, FLORIDA

BY:

Zulay Millan, CPPO, CPPB, FCCM
Procurement Division

DATE:

**NOTICES: PROCUREMENT DIVISION
INTERNAL OPERATIONS CENTRE II
400 EAST SOUTH STREET, 2ND FLOOR
ORLANDO, FLORIDA 32801
(407) 836- 5635**



STANDARD FORM FOR NEW PIGGYBACK CONTRACT

The **City of Cocoa**, a Florida Municipal Corporation ("City") enters this "Piggyback" Contract with Hydra Services, Inc., 250 Springview Commerce Dr., Debary, FL 32713, (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 Orange County, FL, said contract being identified as: ABS Pumps, Parts and Repairs, Contract No. Y21-170-MV. (Referred to as the "original government contract").

Work assigned under this contract may include, but is not limited to, the following types of projects: supply, service inspection, diagnosis and repair of ABS Submersible motor and pumps. These specifications shall encompass motors of various types, single and three phases up to and including 150 HP. The submersible pump repair shall include pump sizes up to and including 15-inch discharge, see attached (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:

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 Hydra Service, Inc. with an expiration date of July 31, 2024, In accordance with the Orange County Contract No. Y21-170-MV which may be renewed for two (2) additional one (1) year periods, should Orange County and Hydra Services Inc, renew or extend terms, so shall this agreement automatically renew or extend for like terms.

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 and FDOT, be named as an additional insured to the Contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

AUTOMOBILE LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL CONTRACTS:

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

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

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

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 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. 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:

Hydra Service Inc.
Attn: Dale Jahn
250 Springview Commerce Dr.
Debary, FL 32713
Phone: 407-790-9751
Fax: 407-330-3404
Email: Dale@hydraservice.net



CONTRACTOR E-VERIFY AFFIDAVIT

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

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

A true and correct copy of Hydra Service(s) Inc. [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

Keaton Heller
Print Name: Keaton Heller
Date: 3/9/2022

STATE OF ~~FLORIDA~~ Alabama
COUNTY OF Blount

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this March (date) by Keaton Heller (name of officer or agent, title of officer or agent) of Hydra Service(s) (name of corporation acknowledging), a corp. (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced Self (type of identification) as identification.

[Notary Seal] Notary Public

Joselyn Lee Whisonant

Name typed, printed or stamped

My Commission Expires: 10/29/22



Hydra Service Inc.

Entered this 9 day of March

Keaton Heller / General Manager

(Print Name / Title)

Keaton Heller

(Signature)

3/9/2022

(Date)

City Council Approval Required

X Yes (Approved by Mayor)

☐ No (Approved by City Manager)

CITY OF COCOA

By: N/A

Date: _____

(Stockton Whitten, City Manager)

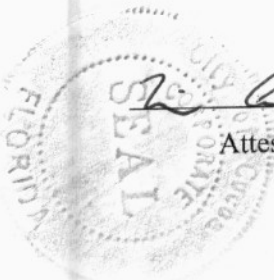
City Manager (For purchases up to the limit of the City Manager's purchase order authority, this signature alone as attested will be sufficient).

Michael C. Blake

Date: 7-12-2022

(Michael C. Blake, Mayor)

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



_____ For
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
Hydra Services, Inc
Piggyback Agreement No. Y21-170
ABS Pumps, Parts and Repairs

This First Amendment is to confirm receipt and acknowledgement of the agreed upon Annual Renewal made effective August 1, 2024, by and between Orange County Board of County Commissioners and Hydra Services, Inc. This Amendment also confirms receipt and acknowledgment the CONTRACTOR shall continue to provide ABS Pumps, Parts and Repairs as agreed upon under Piggyback Agreement No. Y21-170, made effective July 12, 2022, by and between the City of Cocoa and Hydra Services, Inc. This renewal shall correspond with the renewal issued by Orange County Board of County Commissioners and expire on July 31, 2025.

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.

HYDRA SERVICES, INC

CITY OF COCOA

By: Keaton Heller
(Print Name)

By: Stockton Whitten
(Print Name)

General Manager - FL
(Title)

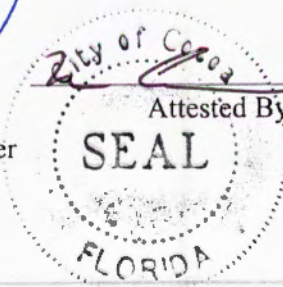
City Manager
(Title)

Keat Heller 6/18/2024
Signature / Date

Stockton E. Whitten 6/19/2024
Signature / Date

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

Attested By: City Clerk



Stay Connected: www.CocoaFL.org



**AMENDMENT NO. 2
CONTRACT NO. Y21-170
ABS PUMPS, PARTS AND REPAIRS**

EFFECTIVE DATE: AUGUST 1, 2024

By mutual consent, the subject contract is changed as follows. ADDITIONS are indicated with an underline and DELETIONS are indicated with a ~~striketrough~~.

1. The contract is renewed for the period of August 1, 2024, through July 31, 2025. The contract amount remains unchanged.

All other prices, terms and conditions remain the same.

HYDRA SERVICES, INC.

**BOARD OF COUNTY COMMISSIONERS
ORANGE COUNTY, FLORIDA**

Keaton Heller
Signature

Tiffany Fulse
Signature

Keaton Heller
Printed/Typed Name

Tiffany Fulse
Printed/Typed Name

General Manager - FL
Title

Contracting Agent, Procurement Division
Title

3/8/2024
Date

03/08/2024
Date



CONTRACTOR E-VERIFY AFFIDAVIT

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

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

A true and correct copy of Hydra Service(s) Inc. [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

Keaton Heller
Print Name: Keaton Heller
Date: 3/9/2022

STATE OF FLORIDA Alabama
COUNTY OF Blount

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this March 9th (date) by Keaton Heller (name of officer or agent, title of officer or agent) of Hydra Service(s) (name of corporation acknowledging), a corp. (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced Self (type of identification) as identification.

[Notary Seal] Notary Public

Joselyn Lee Whisonant

Name typed, printed or stamped

My Commission Expires: 10/29/22



Company ID Number: 1638634

**THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS**

**ARTICLE I
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and the Hydra Service (S), Inc (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

Company ID Number: 1638634

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

Company ID Number: 1638634

employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

Company ID Number: 1638634

(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

Company ID Number: 1638634

reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

Company ID Number: 1638634

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

Company ID Number: 1638634

Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

Company ID Number: 1638634

- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify

Company ID Number: 1638634

case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

Company ID Number: 1638634

employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

- a. Scanning and uploading the document, or
- b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

Company ID Number: 1638634

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
- E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,

Company ID Number: 1638634

Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

Company ID Number: 1638634

Approved by:

Employer Hydra Service (S), Inc	
Name (Please Type or Print) Josselyn Whisonant	Title
Signature Electronically Signed	Date 02/04/2021
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 02/04/2021

Company ID Number: 1638634

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	Hydra Service (S), Inc
Company Facility Address	250 Springview Commerce Drive Debary, FL 32713
Company Alternate Address	PO BOX 365 Warrior, AL 35180
County or Parish	VOLUSIA
Employer Identification Number	631209755
North American Industry Classification Systems Code	453
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1

Company ID Number: 1638634

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

FLORIDA

1 site(s)

Company ID Number: 1638634

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name Liz Sherbert
Phone Number (205) 647 - 5326
Fax Number (205) 647 - 2736
Email Address liz@hydraservice.net

Name Josselyn Whisonant
Phone Number (205) 647 - 5326
Fax Number (205) 647 - 2736
Email Address joss@hydraservice.net

Company ID Number: 1638634

Page intentionally left blank

CITY COUNCIL AGENDA ITEM

Memo Date: June 23, 2025
Agenda Date: July 8, 2025
File ID: 2025-580
Prepared By: James Mitchell, Water Treatment Manager
Through: John Walsh, Utilities Director
Requested Action: To Approve a Purchase Order and Agreement with Hamilton Roofing, LLC for a new roof system on Wewahootee WG, Dyal WTP Admin Building, and Dyal WTP Dewatering Building; piggybacking a Brevard County Continuing Roofing Contracting Services contract, RFQ 6-22-13, Effective May 12, 2023 through May 12, 2026; To Approve a Resolution Authorizing the City Manager to Approve and Execute Change Orders in an Amount Not to Exceed \$28,555.50 (10% of the Contract Amount) for a Total Combined Project Cost of \$314,110.50.

BACKGROUND:

The Wewahootee Pump Station WG Building contains Sodium Hypochlorite Tanks and Pump Skid, an Electrical Room and Generators, and site storage. An inspection of this original roof revealed that it has reached the end of its useful life and requires replacement, thus protecting the critical assets located inside.

The Dyal WTP Admin Building contains a High Service Pump Room, the Control Room and Lab, Administrative Offices, and MCC Room. An inspection of this original roof revealed that it has reached the end of its useful life and requires replacement, thus protecting the sensitive water treatment controls and offices located inside.

The Dyal WTP Dewatering Building contains the Surface Water Dewatering Equipment and Controls. An inspection of this original roof revealed that it has reached the end of its useful life and requires replacement, thus protecting the associated equipment inside.

Staff requests City Council approval of the roof replacement cost in the amount of \$285,555.00. City staff is also requesting that City Council approve an additional \$28,555.50 (10%) as a contingency for the project. The total amount of the project including the 10% contingency is \$314,110.50. The additional amount is requested to cover any additional time and materials that may be required in excess of the original proposal. Although City staff does not anticipate any change orders, there is a possibility that unforeseen events would require changes to the project scope. If a change order is required, the additional amount will allow the project to continue moving forward.

The additional \$28,555.50 will not be added to the initial purchase order and each change order will be reviewed by staff before it is sent to the City Manager for approval.

PRIORITY AREA CONNECTION:

Investment in Public Infrastructure

BUDGETARY IMPACT:

Budgeted? Yes

If not budgeted, is amendment / transfer attached? N/A

Source/Use of Funds:	Operating Budget
<u>Account Number</u>	421-4020-536.46-02
<u>Amount</u>	\$314,111 With Contingency

\$20,000 was added to the Budget on the June Cleanup BAF#25-063-T

PREVIOUS ACTION:

RECOMMENDED MOTION:

To Approve a Purchase Order and Agreement with Hamilton Roofing, LLC for a new roof system on Wewahootee WG, Dyal WTP Admin Building, and Dyal WTP Dewatering Building; piggybacking a Brevard County Continuing Roofing Contracting Services contract, RFQ 6-22-13, Effective May 12, 2023 through May 12, 2026; To Approve a Resolution Authorizing the City Manager to Approve and Execute Change Orders in an Amount Not to Exceed \$28,555.50 (10% of the Contract Amount) for a Total Combined Project Cost of \$314,110.50.

June 16, 2025

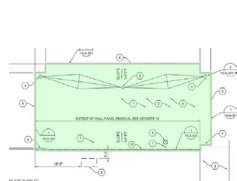
Re: Water Productions Facilities – Roof Replacement & Repairs
City of Cocoa, FL

We are pleased to present you with this proposal for the project referenced above.
This proposal is based on the following documents:

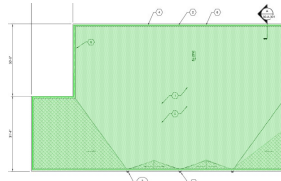
- Bid Documents dated April 2025 from Jacobs

SCOPE OF WORK:

Dyal WTP – Admin Bldg. Re-Roof: +/- 2,255 sf
Dyal WTP – Dewatering Bldg: Repairs Only
Wewahootee WG Re-Roof: +/- 5,885 sf



Admin Bldg. Re-Roof



Wewahootee WG Re-Roof

ADMINISTRATION BUILDING RE-ROOF AREA:

- 1) Remove existing roof and perimeter edge metal down to the concrete & metal roof deck and properly dispose of debris.
a) Repairs to any damaged concrete or metal roof deck uncovered are excluded.
- 2) Furnish and install Tapered polyisocyanurate Insulation (mopped to concrete and screwed to metal deck). Insulation sloped ¼" per foot with R-25 minimum Thermal Value.
- 3) Furnish and install one (1) layer of ½" Dens Deck Prime Coverboard mopped in hot asphalt.
- 4) Furnish and install one (1) ply of GAF FlexPly 6 ply sheet mopped in hot asphalt.
- 5) Furnish and install one (1) ply of Ruberoid Mop Plus Granule cap sheet mopped in hot asphalt.
- 6) Furnish and install roofing counterflashings shop fabricated from 24 ga. stainless steel.
- 7) Furnish and install Gravel Stop edge metal Pre-fabricated from 24 ga stainless steel.
- 8) Remove existing vertical siding panels and replace with new 18" wide x 1-3/4" tall Snap-Lock metal roof panels fabricated from .032 aluminum with standard color 2-coat PVDF Finish.
- 9) Upon completion of the work described above GAF will issue a 10 year NDL roof system warranty and Hamilton will issue our standard 2 year contractors warranty.
a) NOTE: No warranty was specified for the SBS Roof. The 10 year manufacturers warranty offered above is the maximum they will offer with this roof system.

ADMINISTRATION BUILDING REPAIRS:

- 1) Perform miscellaneous roofing repairs as shown on Sheet 10-A-202.
a) Repair Bubbles in roof membrane. (+/- 200 sf is included)
b) Re-Flash one (1) existing roof drain. All other roof drains are to remain
i) Removal and replacement of roof drain is excluded.

DEWATERING BUILDING REPAIRS:

- 1) Perform miscellaneous roofing repairs as shown on Sheet 10-A-203.
 - a) Remove and replace TPO flashings around the existing roof hatch.
 - b) Remove and replace TPO flashings around two (2) concrete curbs.
 - c) Install new boots (5 ea.) on existing VTR pipe penetrations.
 - d) Remove 40' of coping caps and replace with new shop fabricated 24 ga stainless steel coping at areas where lightning protection is being rerouted and receptacle location.
 - i) *We exclude electrical receptacle & conduit work.*
 - e) Lightning Protection work is included.

WEWAHOOTEE CHEMICAL BUILDING RE-ROOF:

- 1) Remove existing roof down to the concrete & metal roof deck and properly dispose of debris.
 - a) *Repairs to any damaged concrete deck uncovered are excluded.*
- 2) Furnish and install new 3" polyisocyanurate insulation mopped to concrete deck. Crickets provided between scupper as required for proper drainage.
- 3) Furnish and install one (1) layer of ½" Dens Deck Prime Coverboard mopped in hot asphalt.
- 4) Furnish and install **GAF 80 mil TPO** single ply membrane fully adhered to the coverboard.
- 5) Furnish and install scuppers shop fabricated from TPO coated metal.
- 6) Furnish and install Coping Caps Pre-fabricated from 24 ga stainless steel.
 - a) PT wood blocking under coping caps is included.
- 7) Lightning Protection work is included.
- 8) Upon completion of the work described above GAF will issue a 30 year NDL roof system warranty and Hamilton will issue our standard 2 year contractors warranty.

QUALIFICATIONS/EXCLUSIONS:

- (a) **We exclude all interior protection.**
- (b) We exclude all wood blocking, backing and plywood sheathing, unless specifically mentioned above.
- (c) We exclude the provision and installation of all curbs, curb insulation, curb blocking, goosenecks, equipment stands, trash chute flashings and exhaust fans.
- (d) We exclude all mechanical and plumbing work.
- (e) We exclude all waterproofing systems and resinous roofing systems.
- (f) This price is based on assuming access next to the building will be provided for our cranes/trucks/equipment.
- (g) We exclude roof access ladders.
- (h) We exclude all aluminum sun shades and pre-fabricated aluminum canopies.
- (i) All sheet metal components to be lapped together or have underside expansion-plates installed in accordance with the installation guidelines of SMACNA (Sheet Metal and Air Conditioning Contractors' National Association, Inc.).
- (j) We exclude the provision of all lead jacks/boots at all pipe penetrations.
- (k) We exclude all window/door sill flashings.
- (l) We exclude all louvers and associated flashings.
- (m) We exclude the provision and installation of mechanical screen walls.
- (n) We exclude all painting.
- (o) This proposal does not include furnishing or installing any flashings not directly associated with the roof system described above.
- (p) We are not responsible for damage that may occur to our roof system caused by other trades. All cost associated with repairing or replacing damaged roof will be above and beyond the pricing described in this proposal.
- (q) We include one (1) mobilization per building. Additional mobilizations will be charged \$2,500 each additional occurrence.
- (r) We exclude the protection of our completed work.
- (s) We exclude any labor or material unless it has been specifically mentioned in this proposal.
- (t) *Force Majeure: Hamilton Roofing shall not be responsible for any cancelation of delay in delivery or performance resulting from causes beyond its control, including, but not limited to: Acts of God; strikes or other labor disturbances; equipment failure; delays in transportation; inability to obtain fuel, materials, equipment, or parts; war; acts or terrorism; riots; epidemics; pandemics; floods; fire; unusually severe weather conditions; accidents; or other contingencies the non-occurrence of which was a basic assumption on which the contract/proposal was made.*
- (u) *If there is a 5% increase (or more) in price of materials, equipment or products between the date of this Agreement and the time when the affected material is delivered to the Project, the Contract Sum shall be increased to reflect the additional cost to obtain the materials, provided that the Contractor provides written notice and documentation of the increased costs.*
- (v) **If this is a FM insured building, we must submit this specified roof assembly to FM for their approval. If FM requires changes to be made because of site specific conditions, any cost associated with this will be above and beyond our proposed amount.**
- (w) **We will provide Fall Protection utilizing a Safety Monitoring System in accordance with current OSHA Standards. If Fall Protection other than Safety Monitoring is imposed, the cost of the additional Fall Protection will be added to the Contract Amount.**
- (x) We exclude all prevailing wages (Ex: Davis Bacon)
- (y) **This proposal is valid for thirty (30) days.**

ROOF PRICING:

Dyal WTP – Admin Bldg. Re-Roof:	\$110,935
Dyal WTP – Dewatering Bldg Repairs:	\$19,010
Wewahootee WG Re-Roof:	\$155,610

If Payment and Performance bond are required ADD 1.5% to contract amount.

Value Engineering:

1) Change Gravel Stops and Coping caps to **Shop fabricated** from 24 ga stainless steel.

Dyal WTP – Admin Bldg. Re-Roof:	\$No Change
Dyal WTP – Dewatering Bldg Repairs:	\$No Change
Wewahootee WG Re-Roof:	DEDUCT <\$12,950>

June 24, 2025

Re: Water Productions Facilities – Roof Replacement & Repairs
City of Cocoa, FL

ROOF PRICING BREAKDOWN:RFQ-6-22-13

Dyal WTP – Admin Bldg. Re-Roof: \$110,935

• Labor		
○ Foreman	166 hours @ \$55.00	\$ 9,130.00
○ Roofer	391.45 hours @ \$50.00	\$ 19,572.50
○ Roofer Apprentice	391.45 hours @ \$35.00	\$ 13,700.75
○ Metal installer	72 hours @ \$50.00	\$ 3,600.00
○ Metal installer apprentice	81 hours @ \$30.00	\$ 2,430.00
○ Laborer	391.453 hours @ \$35.00	\$ <u>13,700.86</u>
▪ Labor Total		\$ 62,134.11
• Material		
○ Roof Material		\$ 39,283.46
○ Sheet Metal Material		\$ <u>5,081.09</u>
○ Total Material		\$ 44,364.55
○ 10 % Markup		\$ <u>4,436.45</u>
○ Total Material		\$ 48,800.89
• Total Labor		\$ 62,134.11
• Total Material		\$ 48,800.89
• Total Contract		\$110,935.00

Dyal WTP – Dewatering Bldg Repairs: \$19,010

• Labor		
○ Foreman	24 hours @ \$55.00	\$ 1,320.00
○ Roofer	115.049 hours @ \$50.00	\$ 5,752.45
○ Roofer Apprentice	115.049 hours @ \$35.00	\$ 4,026.71
○ Metal Installer	8 hours @ \$50.00	\$ 400.00
○ Metal Installer Apprentice	8 hours @ \$35.00	\$ 280.00
○ Labor	115.052 hours @ \$35.00	\$ <u>4,026.82</u>
▪ Labor Total		\$ 15,805.98
• Material		
○ Roof Material		\$ 2,125.38
○ Sheet Metal Material		\$ <u>787.37</u>
○ Total Material		\$ 2,912.75
○ 10 % Markup		\$ <u>291.75</u>
○ Total Material		\$ 3,204.02
• Total Labor		\$ 15,805.98
• Total Material		\$ <u>3,204.02</u>
• Total Contract		\$ 19,010.00

Wewahootee WG Re-Roof: \$155,610

• Labor –		
○ Foreman	108 hours @ \$55.00	\$ 5,940.00
○ Roofer	664.06 hours @ \$50.00	\$ 33,203.00
○ Roofer Apprentice	664.06 hours @ \$35.00	\$ 23,242.10
○ Metal installer	24 hours @ \$50.00	\$ 1,200.00
○ Metal installer Apprentice	24 hours @ \$35.00	\$ 850.00
○ Laborer	664.06114 hours @ \$35.00	<u>\$ 23,242.15</u>
▪ Labor Total		\$ 87,677.25
• Material		
○ Roof Material		\$ 48,213.43
○ Sheet Metal Material		<u>\$ 13,543.62</u>
○ Total Material		\$ 61,757.05
○ 10 % Markup		<u>\$ 6,175.70</u>
○ Total Material		\$ 67,932.75
• Total Labor		\$ 87,677.25
• Total Material		\$ 67,932.75
• Total Contract		\$155,610.00

RESOLUTION NO. 2025-039

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA; AUTHORIZING THE CITY MANAGER TO APPROVE AND EXECUTE CHANGE ORDERS TO THE PRIMARY CONSTRUCTION CONTRACT AND ANY ADDITIONAL SERVICE CONTRACTS RELATED TO THE COMPLETION OF THE PROJECT REGARDING THE REPLACEMENT ROOFS OF THE WEWAHOOTEE WG, DYAL WTP ADMIN AND DEWATERING BUILDINGS IN AN AMOUNT NOT TO EXCEED THE TOTAL AMOUNT BUDGETED FOR THE PROJECT BY THE CITY COUNCIL INCLUSIVE OF THE 10% CONTINGENCY SET ASIDE FOR THE PROJECT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, section 2-4 of the City Code provides that with respect to construction contracts approved by the City Council, the City Council may authorize by resolution the City Manager to approve change orders to the primary construction contract and any additional service contracts related to the completion of the construction project authorized by the City Council in excess of the spending authority limits under this section provided the amount is within the unexpended construction budget approved by the City Council for the project including any contingency funds approved by the City Council for said contract; and

WHEREAS, July 8, 2025, the City Council authorized the City Manager to proceed with the Replacement Roofs of the Wewahootee WG, Dyal WTP Admin and Dewatering Buildings, subject to certain terms and conditions and budget adjustments approved by the City Council; and

WHEREAS, in conjunction with this authorization, the City Council desires to streamline the approval of change orders and any additional service contracts to the extent necessary in order to expedite the construction of the project; and

WHEREAS, the City Council deems it to be in the best interest of the City of Cocoa to authorize the City Manager to approve the aforementioned change orders and any additional service contracts consistent with the terms of this Resolution and Section 2-4 of the City Code even if said amounts exceed the City Manager's general spending authority approved by the City Council.

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

SECTION 1.

(A) Pursuant to Section 2-4 of the City Code, the City Manager is hereby authorized to approve any change orders to the primary construction contract and any additional service contracts related to the construction project regarding the Replacement Roofs of the Wewahootee WG, Dyal WTP Admin and Dewatering Buildings, provided the total amount of approved change orders and any additional service contracts do not cause the construction budget to exceed the total \$314,110.50 budgeted by the City Council for the project inclusive of the 10% contingency amount set aside for the project. This grant of spending authority shall be interpreted and construed in accordance with the provisions of Section 2-4 of the City Code.

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

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on July 8, 2025.

Michael C. Blake, Mayor

ATTEST:

Monica Arsenault, CMC, City Clerk

BREVARD COUNTY
PUBLIC WORKS DEPARTMENT

CONTINUING ROOFING CONTRACTING CONTRACT

Brevard County Public Works Department
2725 Judge Fran Jamieson Way, Room A-201
Viera, Florida 32940

Contents

CONTINUING ROOFING CONTRACTING SERVICES CONTRACT	3
SECTION I - GENERAL IDENTIFICATION OF SERVICES	3
SECTION II – COUNTY/CONTRACTOR OBLIGATIONS - RECORDS	4
SECTION III - CONTINUING ROOFING CONTRACTING SERVICES.....	5
SECTION IV - TIME OF COMPLETION	5
SECTION V - COMPENSATION.....	5
SECTION VI - PAYMENT AND PARTIAL PAYMENTS.....	6
SECTION VII - SCHEDULE OF WORK.....	7
SECTION VIII - RIGHT OF DECISIONS.....	7
SECTION IX - OWNERSHIP OF DOCUMENTS.....	7
SECTION X - NOTICES.....	8
SECTION XI - AUDIT RIGHTS.....	8
SECTION XII - SUBCONTRACTING	10
SECTION XIII - CONTINGENT FEES	10
SECTION XIV - TERMINATION/MODIFICATION OF CONTRACT.....	10
SECTION XV - DURATION OF CONTRACT	11
SECTION XVI - DEFAULT	11
SECTION XVII - INDEMNIFICATION AND INSURANCE	12
SECTION XVIII - QUALITY CONTROL	13
SECTION XIX - NON-EXCLUSIVE CONTRACT	13
SECTION XX - TRUTH IN NEGOTIATIONS.....	14
SECTION XXI - INTEREST OF OFFICERS AND OTHERS.....	14
SECTION XXII - INTEREST OF CONTRACTOR.....	14
SECTION XXIII - ASSIGNMENT AND GOVERNING LAW	14
SECTION XXIV – VENUE	14
SECTION XXV - SEVERABILITY	14
SECTION XXVI – ATTORNEY’S FEES	14
SECTION XXVII - ENTIRETY OF CONTRACT	15
SECTION XXVIII – UNAUTHORIZED ALIEN WORKERS; EMPLOYMENT VERIFICATION.....	15
SECTION XXIX – SCRUTINIZED COMPANIES.....	16
SECTION XXX – INDEPENDENT CONTRACTOR.....	16
SECTION XXXI – DISPUTE RESOLUTION.....	16
SECTION XXXII – INTERPRETATION	17
ATTACHMENT A FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) CONTRACT REQUIREMENTS.....	19
ATTACHMENT B Pricing Sheet.....	43
ATTACHMENT C Truth-In-Negotiations Certificate.....	44
ATTACHMENT D Contractor Affidavit Regarding Scrutinized Company List.....	45
ATTACHMENT E Disclosure Form Foreign Influence On Contracts Or Grants Having A Value Of \$100,000 Or More.....	46

CONTINUING ROOFING CONTRACTING SERVICES CONTRACT

THIS CONTRACT is entered into the date of last signature below, by and between **Brevard County, Florida**, a political subdivision of the State of Florida (hereinafter the "COUNTY"), and **Hamilton Roofing Inc.**, a business having its principal address at 4000 Old Dixie Highway, Malabar, FL 32950 (hereinafter the "CONTRACTOR").

WHEREAS, the COUNTY has a need for the services of a contractor to provide continuing roofing contracting services under a continuing contract; and

WHEREAS, the COUNTY issued a Request for Qualifications RFQ-6-22-13 for such services and has selected the CONTRACTOR to provide said services under a continuing contract and has selected the CONTRACTOR to perform services on a continuing consultant basis in accordance with Florida law and Brevard County policies; and

WHEREAS, this is an agreement for roof contracting services for projects that may be funded or submitted for reimbursement by/through the Federal Emergency Management Agency, as outlined herein, and, as a result, the Parties agree and acknowledge that applicable Federal regulations must be followed.

NOW, THEREFORE, in consideration of the mutual agreement hereinafter contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the COUNTY hereby retains the CONTRACTOR and the CONTRACTOR hereby covenants to provide continuing roofing contracting services as prescribed herein.

SECTION I - GENERAL IDENTIFICATION OF SERVICES

All continuing contracting services provided by the CONTRACTOR for the COUNTY shall be identified in Proposal format. Proposals shall include a detailed description of the roofing services to be performed including, but not limited to, square footage, proposed schedule for compensation based on negotiated hourly rates, the proposed number of man hours for each category of labor, the number of workers in each category of labor to be dedicated to the particular work/project from **Attachment B** Pricing Sheet to be assigned to the Work, a projected schedule for completion of the Work, and any other terms or conditions specific to the Work to be performed by the CONTRACTOR, including terms that may be specific to projects that may be funded or submitted for reimbursement by/through the Federal Emergency Management Agency. A Proposal submitted to the COUNTY shall not give rise to any contractual rights until approved by the COUNTY in the form of a written Notice to Proceed signed by an authorized representative of the Brevard County Board of County Commissioners, and where approved by Board action, if applicable. The written Notice to Proceed and specific Proposal, as approved by the COUNTY, shall together constitute an agreement that shall be governed by the terms and conditions of this Contract, unless stated otherwise.

Contract Documents shall include (as applicable): bid advertisement; bid instructions; bid; bid bond; this Contract, including the Federal Emergency Management Agency (FEMA) Clauses and Certifications; bonds; general conditions; special conditions; technical specifications; addenda; drawings; permits; certificate(s) of insurance; and change orders. The FEMA Clauses and Certifications included herein, or attached hereto, control over any conflicting clauses contained within the separate agreements, covering the work for each Project, between the COUNTY and the CONSULTANT, when the Work involved will be submitted by/through FEMA for reimbursement to the COUNTY. The FEMA Clauses and Certifications are attached hereto, and incorporated by this reference, as **Attachment A**. In all other cases, if any conflicts exist between the Contract Documents, the following order of precedence shall apply (as applicable): (1) change orders; (2) addenda (with those of later date having precedence over those of earlier date); (3) this Contract; (4) drawings; (5) technical specifications; (6) special conditions; (7) permits; (8) the COUNTY'S RFQ-6-22-13; (9) bid instructions and advertisement; (10) CONTRACTOR'S Response; (11) construction bond; (12) other bonds; and (13) certificate(s) of insurance.

Preventative Maintenance will be performed at each facility, based on pricing in **Attachment B** Pricing Sheet, upon notification from the COUNTY.

The CONTRACTOR shall not be authorized to begin any work unless all required Certificates of Insurances and applicable endorsement pages (including any replacement coverage for expired or cancelled policies) have been received and approved by the COUNTY.

SECTION II – COUNTY/CONTRACTOR OBLIGATIONS - RECORDS

The COUNTY shall furnish to the CONTRACTOR, upon request, any plans/drawings/data available in the COUNTY'S files pertaining to the work to be performed under this Contract. However, pursuant to Section 119.071, Florida Statutes, certain building plans, blueprints, schematic drawings and diagrams, including draft, preliminary and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by the COUNTY are exempt from disclosure. These documents, while exempt and/or confidential from release under the State's public records law, are provided to the CONTRACTOR as a receiving entity in order to perform its duties and responsibilities under this Contract. The CONTRACTOR understands it is required to treat the above records as exempt and/or confidential from public records and in no case shall release such record without written authorization from the COUNTY following any request for such information.

SECTION III - CONTINUING ROOFING CONTRACTING SERVICES

Upon receipt of a Notice to Proceed, CONTRACTOR agrees to perform all services associated with the requested Work in accordance with the terms of this Contract, the negotiated terms of the applicable approved Proposal, and in accordance with accepted professional standards and practices.

In connection with continuing roofing contracting services to be rendered pursuant to this Contract, the CONTRACTOR further agrees to:

- A. Maintain an adequate staff of qualified personnel.
- B. Comply with all federal, state and local laws, rules, and regulations applicable to the work.
- C. Cooperate fully with the COUNTY in the scheduling and coordination of all phases of the work.
- D. Cooperate and coordinate with other COUNTY contractors, as directed by the COUNTY.
- E. Report the status of the work to the COUNTY upon request and hold pertinent data, calculations, field notes, records, sketches and other projects open to the inspection of the COUNTY or its authorized agent at any time.
- F. Submit to COUNTY field observations, reports, and other data representative of the work's progress. Submit for COUNTY approval the final work product upon incorporation of any modifications requested by the COUNTY during any previous review.
- G. Certify to the COUNTY that all materials supplied to the Brevard County Board of County Commissioners is 100% asbestos-free.

SECTION IV - TIME OF COMPLETION

The services to be rendered by the CONTRACTOR for each section of the Work shall commence upon receipt of a written Notice to Proceed from the COUNTY subsequent to the execution of this Contract, and shall be completed within the time stated in the approved Proposal. Preventative Maintenance Services shall be completed upon request from the COUNTY. Preventative Maintenance Report and invoice for services shall be submitted within ten (10) days of completion of the Work to facilities.accounts@brevardfl.gov.

SECTION V - COMPENSATION

The COUNTY agrees to pay and the CONTRACTOR agrees to accept, for services rendered pursuant to this Contract, fees and other compensation computed in accordance with the methods outlined in **Attachment B** – “Pricing Sheet”, and as specified in an approved Proposal:

- A. Hourly Rate - the CONTRACTOR shall be compensated per the attached Pricing Sheet (**Attachment B**) the negotiated hourly rate for each hour of time engaged directly in the work. The CONTRACTOR will provide a detailed

breakdown for hours spent on each individual project.

- B. Reimbursable Expenses - The CONTRACTOR shall be compensated for certain work-related expenditures not covered by fees for contracting services, provided such expenditures are previously authorized, in writing, by the COUNTY in an approved Proposal. Miscellaneous expenses such as fax, telephone, copies and tolls will not be included as reimbursable expenses. Upon receipt of satisfactory back up materials, the CONTRACTOR will be compensated for such pre- approved reimbursable expenses on a direct cost basis.
- C. At least thirty (30) days prior to each anniversary date of this Contract either party may request an adjustment to the rates provided for herein to apply in the forthcoming year. Failure of the parties to agree on a new rate schedule shall constitute a basis for issuing a Notice of Termination by the COUNTY. Any proposed change in rates by the CONTRACTOR shall be subject to the prior written approval of the COUNTY.
- D. In the event CONTRACTOR experiences any delay resulting from circumstances beyond its control, or a change in the scope of work which will result in an increase or decrease in a Proposal's price or time, CONTRACTOR shall provide immediate notice to the COUNTY for consideration of modification to compensation or time. Additional compensation shall be limited to direct costs resulting from the delay or change in work as provided in this Section.

SECTION VI - PAYMENT AND PARTIAL PAYMENTS

Subject to the COUNTY'S right to withhold any amounts reasonably necessary to complete or correct defective or substandard work, the COUNTY shall make monthly payments or partial payments to the CONTRACTOR for all authorized work in accordance with the Local Government Prompt Payment Act, Section 218.70, Florida Statutes, et seq.

- A. The CONTRACTOR shall submit one (1) original, signed Applications for Payment to the COUNTY. Invoices for Preventative Maintenance Services shall also be submitted.
- B. The amount of each Payment Application submitted shall be the amount due for all services performed to date in connection with authorized Work, as certified by the CONTRACTOR. Each Payment Application shall include any authorized reimbursable expenses and must reference the particular Proposal/Project which authorized the services performed. The Payment Application shall be accompanied by copies of invoices for reimbursable

expenses, including materials stored on site.

- C. Payment Applications shall include a breakdown for each part of the Work billed for each item and personnel as identified on the Pricing Sheet **(Attachment B)**.
- D. The CONTRACTOR shall be responsible for submitting original Releases of Liens to the COUNTY for all Notices to Owner on file with the COUNTY. Original, notarized Releases must be received by the COUNTY before payments will be processed.

SECTION VII - SCHEDULE OF WORK

The COUNTY shall have the right to determine which units or sections of the work the CONTRACTOR shall proceed with first and in what order the work shall occur.

SECTION VIII - RIGHT OF DECISIONS

All services shall be performed by the CONTRACTOR to reasonable professional standards and practices and to the requirements of the COUNTY. The Facilities Manager, or designee, shall decide and dispose of all claims, questions and disputes arising under this Contract. In the event the CONTRACTOR does not concur with the decision of the Facilities Manager, or designee, the CONTRACTOR shall present any such objections in writing to the Central Services Department Director within ten (10) calendar days and request the issues be referred to a review board of three (3) members selected by the County Manager from Department Directors and Assistant County Managers for review and disposition at a hearing to be held within ten (10) calendar days after receipt of the request for review. This Section does not constitute a waiver of either party's right to proceed in a court of competent jurisdiction, provided that prior to filing any suit the CONTRACTOR goes through the review process established in this Contract and provided further that the CONTRACTOR strictly abides by the ten (10) day time deadline set forth in this Section.

SECTION IX - OWNERSHIP OF DOCUMENTS

Possession of all reports, tracing, plans, specifications, maps, contract documents and/or other work products developed by the CONTRACTOR pursuant to this Contract shall remain with the CONTRACTOR. The COUNTY retains the right of use of such documents at its own risk. When each individual section of work requested pursuant to this Contract is complete, all of the above work products shall be delivered to the COUNTY for its use. Notwithstanding the above paragraph, the CONTRACTOR understands its obligations and responsibilities under Section II of

this Contract.

SECTION X - NOTICES

Any notices from the CONTRACTOR to the COUNTY shall be considered delivered when posted by regular mail, email, or delivered in person to Brevard County Public Works Department/Facilities at the following address:

Brevard County
Public Works Department
2725 Judge Fran Jamieson Way, Building A, Room 201
Viera, Florida 32940

Any notices from the COUNTY to the CONTRACTOR shall be considered delivered when posted by regular mail to the CONTRACTOR at the last address left on file with the COUNTY or delivered by email or in person to said CONTRACTOR.

SECTION XI - AUDIT RIGHTS

The COUNTY or any of its duly authorized representatives reserves the right to audit the records of the CONTRACTOR related to this Contract at any time during the prosecution of the work included herein and for a period of five (5) years after final payment is made.

Both parties understand that the COUNTY is subject to the Florida Public Records Law, Chapter 119, Florida Statutes. "Public Records" are defined as "all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency." Section 119.011(12), Florida Statutes, as may be amended.

Pursuant to Chapter 119, Florida Statutes, generally, and Section 119.0701, Florida Statutes, specifically, if records created by the COUNTY or the CONTRACTOR related to the performance of the services under this Contract do not fall under a specific exemption under Florida or federal law, the records - whether created or maintained by the CONTRACTOR or the COUNTY- must be provided to anyone making a public records request. It will be the CONTRACTOR'S duty to identify any information in records created by the CONTRACTOR which it deems is exempt under Florida or federal law and identify the specific statutory cite which allows the information be held exempt and/or confidential.

A request to inspect or copy public records relating to this Contract must be made directly to the COUNTY. If the COUNTY does not possess the requested records, the COUNTY shall immediately notify the CONTRACTOR of the request,

and the CONTRACTOR must 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 costs provided for by law and COUNTY Board Policies and Administrative Orders.

Should any person or entity make a public records request of the COUNTY which requires or would require the COUNTY to allow inspection or provide copies of records which the CONTRACTOR maintains are exempt under the Public Records Law or otherwise confidential, it shall be the CONTRACTOR'S obligation to provide the County within a reasonable time of notification by the COUNTY to the CONTRACTOR of the records request, of the specific exemption or confidentiality provision to allow the COUNTY to comply with the requirements Sections 119.07(1)(e) and (f), Florida Statutes. Should the COUNTY face any kind of legal action to require or enforce inspection or production of any records provided by the CONTRACTOR to the COUNTY which the CONTRACTOR maintains are exempt or confidential from such inspection/production as a public record, the CONTRACTOR shall hire and compensate attorney(s) who shall represent the interests of the COUNTY as well as the CONTRACTOR in defending such action. The CONTRACTOR shall also pay any costs to defend such action and shall pay any costs and attorney's fees which may be awarded pursuant to Section 119.12, Florida Statutes.

Should the CONTRACTOR fail to provide the public records to the COUNTY within a reasonable time, the CONTRACTOR is subject to penalties under Section 119.10, Florida Statutes.

The CONTRACTOR shall ensure that all 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 of the Contract if the CONTRACTOR does not transfer the records to the COUNTY.

Upon completion of the Contract, the CONTRACTOR shall transfer, at no cost, to the COUNTY all public records in 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 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 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.

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) 617-7202; robert.hendricks@BREVARDFL.GOV; 2725 JUDGE FRAN JAMIESON WAY, SUITE A207, VIERA, FLORIDA 32940

SECTION XII - SUBCONTRACTING

The CONTRACTOR shall not subcontract, assign, or transfer any work under this Contract without the prior written approval of the COUNTY. When applicable, the CONTRACTOR shall include/disclose the names of any subcontracted firms responsible for major portions (or separate specialty) of the work to be included in any applicable proposal for Work identifying the Work or service to be provided by the subcontracted firm.

SECTION XIII - CONTINGENT FEES

The CONTRACTOR represents that no person or company was employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employee, any fee commission, contribution, donation, gift or any other consideration, contingent upon, or resulting from award of this Contract. For any breach violation of this provision, the COUNTY shall have the right to terminate this Contract, without liability, and, at its discretion, to deduct from the contract price or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration and any damages and shall be responsible for reporting the details of such breach or violation to the proper legal authorities where and when appropriate.

SECTION XIV - TERMINATION/MODIFICATION OF CONTRACT

- A. The COUNTY or the CONTRACTOR may terminate, with or without cause, this Contract upon thirty (30) days written notice, provided that any outstanding approved Project, upon which a Notice to Proceed has been issued, is completed by the CONTRACTOR.
- B. In the event of termination by either party, the COUNTY'S sole obligation to the CONTRACTOR shall be payment for those portions of satisfactorily, completely performed work previously authorized by approved Proposal. Such payment shall be determined on the basis of hours of work performed by the

CONTRACTOR and agreed upon by the COUNTY up to the time of termination. In the event of such termination, the COUNTY may, without penalty or other obligation to the CONTRACTOR, elect to employ other persons to perform the same or similar services.

- C. The terms of this Contract may be modified upon the mutual agreement of the CONTRACTOR and the COUNTY as confirmed in writing.
- D. In the event that the CONTRACTOR changes its name, merges with another company, becomes a subsidiary or makes other substantial change in structure or in principals, the COUNTY reserves the right to terminate this Contract subject to the terms prescribed above.

SECTION XV - DURATION OF CONTRACT

This Contract shall remain in full force and effect for a period of one (1) year after the date of last execution below; however, the CONTRACTOR shall complete any work for which a Notice to Proceed has been issued within this one-year period in accordance with the terms of the Notice to Proceed, and shall be compensated pursuant to **Attachment B**. The performance of specially and properly authorized projects may extend beyond the Contract's effective term and shall be compensated in accordance with Section V hereof. In addition, subject to the COUNTY'S sole discretion, this Contract may be renewed in one (1) year increments for up to four (4) additional years beyond the initial one (1) year period of the Contract only if no change in price is proposed by the CONTRACTOR. Modifications and/or changes to this Contract, including **Attachment B** Pricing Sheet, will require approval by the COUNTY.

SECTION XVI - DEFAULT

In the event the CONTRACTOR fails to comply with the provisions of this Contract, the COUNTY may declare the CONTRACTOR in default by written notification. In the event partial payment has been made for services not completed, the CONTRACTOR shall return any sums due to the COUNTY as a result of CONTRACTOR'S default within ten (10) days after notice and demand that said sums are due. The CONTRACTOR shall not be compensated for any deficient services which have been performed at the time the COUNTY declares a default. The COUNTY shall pay for only that portion, if any, of the satisfactorily performed work which is used or useful by any other consultant retained by the COUNTY to finish the work to the extent that the COUNTY does not incur additional costs over those set forth in the CONTRACTOR'S canceled Proposal.

Any default by the COUNTY for cause, which is later determined to be invalid, shall be considered a termination by the COUNTY as provided in Section XIV.

SECTION XVII - INDEMNIFICATION AND INSURANCE

The CONTRACTOR shall provide insurance policies with insurers acceptable to the COUNTY as follows:

- General Liability Insurance policy with a \$1,000,000 combined single limit for each occurrence to include the following coverage: Operations, Products and Completed Operations, Personal Injury, Contractual Liability covering this contract, "X-C-U" hazards, and Errors & Omissions.
- Auto Liability Insurance which includes coverage for all owned, non-owned and rented vehicles with a \$1,000,000 combined single limit for each occurrence.
- Workers' Compensation and Employers Liability Insurance Workers Compensation insurance providing statutory benefits as required in the State of Florida. The Contractor shall require any subcontractor to provide evidence of this coverage. The Contractor shall be responsible for compliance with these requirements by each subcontractor or supplier when applicable.
- Builders Risk Insurance Policy or Installation Floater with loss limits equal to the value of the construction project for projects in which the cost is \$100,000 or more.

Contractor hereby agrees to waive rights of subrogation which any insurer of the Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the County for all work performed by the Contractor, its employees, agents and subcontractors.

The CONTRACTOR shall provide the COUNTY with Certificates of Insurance and endorsement pages on all policies of insurance within ten (10) days of execution of this Contract, and any renewals thereof within ten (10) days of renewal. The Certificates of Insurance will provide that the COUNTY is endorsed as an additional insured. With respect to Workers Compensation coverage, as an alternative to naming the County as an additional insured, the insurer can provide a waiver of all rights of subrogation against the County for losses paid for workers compensation. The COUNTY shall be entitled to thirty (30) days written notice from the insurer of any changes or cancellations of said policies which shall be provided for on the Certificate of Insurance. These insurance requirements shall not relieve or limit the liability of the

CONTRACTOR. The COUNTY does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect the CONTRACTOR'S interests or liabilities, but are merely minimums.

The CONTRACTOR agrees to indemnify, defend and hold the COUNTY harmless against any and all claims, causes of action or liability for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom to the extent caused by any negligent, recklessness, or intentionally wrongful acts, errors or omissions of the CONTRACTOR, or any of its employees, subcontractors, or agents. The CONTRACTOR agrees to indemnify and pay on behalf of the COUNTY the cost of the COUNTY'S reasonable legal defense of all claims described herein. Such payment on behalf of the COUNTY shall be in addition to any and all other legal remedies available to the COUNTY and shall not be considered to be the COUNTY'S exclusive remedy. It is agreed by the parties hereto that specific consideration has been paid under this Contract for this hold harmless provision.

Nothing contained herein is intended to nor shall it constitute a waiver of sovereign immunity of the COUNTY or the protections of or limits on the amounts established pursuant to Section 768.28, Florida Statutes.

SECTION XVIII - QUALITY CONTROL

The CONTRACTOR shall provide a high level of quality control and accuracy. The COUNTY may request additional data collection or re-analysis of data at no expense to the COUNTY. If the original data collected and/or the data analysis is found to be accurate and reasonable, the CONTRACTOR shall be compensated for the additional work in accordance with Section V of this Contract.

The CONTRACTOR acknowledges that the COUNTY will periodically evaluate the CONTRACTOR'S performance and that the evaluation will be used by the COUNTY in determining the CONTRACTOR'S qualifications for future work under this Contract with the COUNTY and for future contracts with the COUNTY.

SECTION XIX - NON-EXCLUSIVE CONTRACT

The parties acknowledge that this Contract is not an exclusive Contract, and the COUNTY may employ other contractors, engineers, professional or technical personnel to furnish services for the COUNTY, as the COUNTY, in its sole discretion, finds is in the public interest.

The COUNTY reserves the right to assign such work to the CONTRACTOR as it may approve in the sole discretion of the COUNTY.

SECTION XX - TRUTH IN NEGOTIATIONS

The CONTRACTOR agrees to execute a truth-in-negotiations certificate (**Attachment C**) and agrees the original contract price and any additions may be adjusted to exclude any significant sums by which the contract price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs.

SECTION XXI - INTEREST OF OFFICERS AND OTHERS

No officers, members or employees of the COUNTY, and no members of its governing body, and no other public official of the governing body of the locality or localities in which services for the facilities are situated or carried out, who exercised any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Contract which affects their personal interest, or have any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof.

SECTION XXII - INTEREST OF CONTRACTOR

The CONTRACTOR covenants that it presently has no conflict of interest and shall not acquire any interest, direct or indirect, which shall conflict in any manner or degree with the performance of services required to be performed under this Contract. The CONTRACTOR further covenants that in the performance of this Contract no person having any such interest shall be employed.

SECTION XXIII - ASSIGNMENT AND GOVERNING LAW

Neither the COUNTY nor the CONTRACTOR shall assign its interest in this Contract without the written consent of the other except as to the assignment of proceeds. This Contract shall be governed by the Laws of the State of Florida.

SECTION XXIV – VENUE

Venue for any legal action brought by any party to this Contract to interpret, construe or enforce this Agreement shall be in a court of competent jurisdiction in and for Brevard County, Florida. **ANY TRIAL SHALL BE NON-JURY.**

SECTION XXV - SEVERABILITY

If any provision of this Contract is held by a Court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired.

SECTION XXVI – ATTORNEY’S FEES

In the event either party must undertake legal action to enforce any provision

of this contract, each party shall bear their own attorney's fees and costs, and any trial shall be non-jury.

SECTION XXVII - ENTIRETY OF CONTRACT

This writing, together with the original Request for Qualifications, Addenda, approved Proposals and signed Notice to Proceeds that may follow, embody the entire Contract and understanding between the parties hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein.

No alteration, change or modification of the terms of this Contract shall be valid unless made in writing, signed by both parties hereto as an addendum to this Contract.

SECTION XXVIII – UNAUTHORIZED ALIEN WORKERS; EMPLOYMENT VERIFICATION

The COUNTY will not intentionally award publicly funded contracts to any CONTRACTOR who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e)(Section 274(e) of the Immigration and Nationality Act (INA)). The COUNTY shall consider the employment by the CONTRACTOR of unauthorized aliens a violation of Section 274(e) of the INA. Such violation by the recipient of the employment provisions contained in Section 274(e) of the INA shall be grounds for unilateral cancellation of this Contract by the COUNTY.

The CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CONTRACTOR during the term of the Contract; and shall expressly require any subcontractors performing work or providing services pursuant to this contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

The COUNTY shall terminate this Contract if it has good faith belief that the CONTRACTOR has knowingly violated Section 448.09(1), Florida Statutes. The COUNTY shall have available to it any remedies outlined in Section 448.095, Florida Statutes, and otherwise authorized by law or in equity, including immediate termination of this Contract. The CONTRACTOR may not be barred or penalized under this section if, as a result of receiving inaccurate verification information from the E-Verify System, a person who is not eligible for employment is hired or employed. Nothing in this section may be construed to allow intentional discrimination of any class protected by law.

SECTION XXIX – SCRUTINIZED COMPANIES

For contracts of any amount, if the COUNTY determines the CONTRACTOR submitted a false certification, Vendor Affidavit Regarding Scrutinized Company List, under Section 287.135(5), Florida Statutes, or if the CONTRACTOR has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the COUNTY shall either terminate the Contract after it has given the CONTRACTOR notice and an opportunity to demonstrate the Owner's determination of false certification was in error pursuant to Section 287.135(5)(a), Florida Statutes, or maintain the Contract if the conditions of Section 287.135(4), Florida Statutes, are met. For Contracts \$1,000,000 and greater, if the COUNTY determines the CONTRACTOR submitted a false certification under Section 287.135(5), Florida Statutes, or if the CONTRACTOR has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the COUNTY shall either terminate the Contract after it has given the CONTRACTOR notice and an opportunity to demonstrate the Owner's determination of false certification was in error pursuant to Section 287.135(5)(a), Florida Statutes, or maintain the Contract if the conditions of Section 287.135(4), Florida Statutes, are met.

SECTION XXX – INDEPENDENT CONTRACTOR

The COUNTY contracts for the services of the CONTRACTOR as an independent contractor, and not as an employee. Nothing in this contract shall be construed to create a partnership, joint venture, or agency relationship between the Parties. Neither Party shall have the authority to enter into any contract of any kind on behalf of the other, or to bind or obligate the other to any third party. As an independent contractor, CONTRACTOR is not entitled to any of the rights, privileges, or benefits of COUNTY employees.

SECTION XXXI – DISPUTE RESOLUTION

- A. If COUNTY object to all or any portion of an invoice, the COUNTY shall so notify the CONTRACTOR and indicate in writing what corrective action is required of CONTRACTOR. If a dispute over an invoice occurs, the Parties will work to resolve the dispute in accordance with Brevard County Administrative Order AO-33 and Section 218.76, Florida Statutes.
- B. To the extent the COUNTY requests CONTRACTOR to perform services that the CONTRACTOR believes are not described in a notice to proceed or Task Order, or with respect to which there is a disagreement between the Parties as to whether or not the services are already required, then the

CONTRACTOR will follow COUNTY'S written directive provided it is without prejudice to CONTRACTOR'S right to seek additional compensation from COUNTY. CONTRACTOR shall only provide such service upon receipt of a written COUNTY directive/Notice to Proceed to explicitly perform such service. The COUNTY'S delivery of such written directive/notice to proceed to explicitly perform such service. The COUNTY'S delivery of such written directive/notice to proceed following CONTRACTOR'S notification shall be without prejudice to COUNTY'S right to maintain that such services do not constitute the basis for additional compensation under the applicable Task Order.

- C. Waiver. The waiver by either Party of the other Party's obligations or duties under this Contract shall not constitute a waiver of any other obligation or duty of the other Party under this Contract, nor shall a waiver of any such obligation or duty constitute a continuing waiver of that obligation or duty.

SECTION XXXII – INTERPRETATION

Both Parties have had the opportunity to consult with legal counsel. Consequently, this Contract shall not be more strictly or more harshly construed against either Party as the drafter.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURES TO FOLLOW

IN WITNESS WHEREOF, the parties, through their authorized representatives, have hereunto set their hands and seals on the day and year last written below. This Contract may be executed in counterparts, each of which shall be deemed an original and together shall constitute an original Contract.

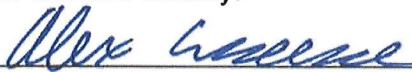
WITNESS:

BREVARD COUNTY, FLORIDA



By: 
Frank Abbate, County Manager
Date: 5/12/23
As approved by the Board on 08/30/2022

Reviewed for legal form and content
for Brevard County:


Deputy County Attorney

HAMILTON ROOFING INC.

By: _____
Anthony Hamilton, President

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2023 by Anthony Hamilton of Hamilton Roofing Inc., a Florida corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ as identification.

[Notary Seal]

Notary Public Signature

Name typed, printed or stamped

My Commission Expires: _____

IN WITNESS WHEREOF, the parties, through their authorized representatives, have hereunto set their hands and seals on the day and year last written below. This Contract may be executed in counterparts, each of which shall be deemed an original and together shall constitute an original Contract.

WITNESS:

BREVARD COUNTY, FLORIDA

By: _____
Frank Abbate, County Manager

Date: _____

As approved by the Board on 08/30/2022

Reviewed for legal form and content
for Brevard County:

Alex Gessner
Deputy County Attorney

HAMILTON ROOFING INC.

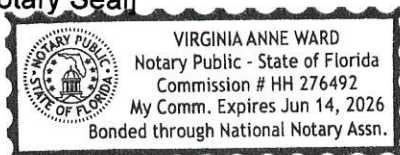
By: Anthony Hamilton
Anthony Hamilton, President

STATE OF Florida

COUNTY OF Brevard

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 3rd day of May, 2023 by Anthony Hamilton of Hamilton Roofing Inc., a Florida corporation, on behalf of the corporation. He/she is personally known to me or has produced personally known as identification.

[Notary Seal]



Notary Public Signature

Virginia Ward
Name typed, printed or stamped

My Commission Expires: 6/14/26

**ATTACHMENT A
FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) CONTRACT
REQUIREMENTS¹**

During the performance of this contract, the Consultant and/or Contractor (hereinafter Consultant/Contractor) agrees as follows:

1. Contract Work Hours and Safety Standards Act.

Any contract in an amount in excess of \$100,000 is subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. As used in this section, the terms *laborers* and *mechanics* include watchmen and guards.

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

¹ Updated 1/30/2023. Applicable to awards on or after November 12, 2020 per June 2021 Procurement Disaster Assistance Team (PDAT) Contract Provisions Guide.

wages and liquidated damages as provided in the clause set forth in paragraph b of this section.

- d. Subcontracts. The Consultant/Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph a through d of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Consultant/Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs a through d of this section.

2. Equal Employment Opportunity provisions:

During the performance of this contract, the Consultant/Contractor agrees as follows:

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

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

- b. The Consultant/Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant/Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. The Consultant/Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Consultant/Contractor's legal duty to furnish information.

- d. The Consultant/Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant/Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. The Consultant/Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. The Consultant/Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g. In the event of the Consultant/Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Consultant/Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. The Consultant/Contractor will include the portion of the sentence immediately preceding paragraph a and the provisions of paragraphs a through h in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant/Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Consultant/Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Consultant/Contractor may request the United States to enter into such litigation to protect the interests of the United States. The County further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the County so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government

which does not participate in work on or under the contract.

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

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

3. Clean Air Act and the Federal Water Pollution Control Act

Contractor shall comply with the following on all contracts in excess of \$150,000:

a. Clean Air Act

- (1) The Consultant/Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The Consultant/Contractor agrees to report each violation to the COUNTY and understands that the COUNTY will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional office.
- (3) The Consultant/Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

b. Federal Water Pollution Control Act

- (1) The Consultant/Contractor agrees to comply with applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The Consultant/Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Consultant/Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
- (4) The Consultant/Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities.

4. Suspension and Debarment:

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

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

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

6. Certification for Contracts, Grants, Loans, and Cooperative Agreements

Contractor must submit this certification for each bid or offer exceeding \$100,000.

The Consultant/Contractor certifies, to the best of his or her knowledge, that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Consultant/Contractor certifies or affirms the truthfulness and accuracy of

each statement of its certification and disclosure, if any. In addition, the Consultant/Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

 9/3/23 Anthony C. Hamilton
Signature Date Name and Title
President

7. Procurement of Recovered Materials:

In the performance of this contract, the Consultant/Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

- a. Competitively within a timeframe providing for compliance with the contract performance schedule; meeting contract performance requirements; or at a reasonable price.
- b. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines website at <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- c. The Consultant/Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

8. Additional FEMA Requirements:

- a. Access to Records
 - (1) In addition to being subject to Chapter 119, Florida Statutes, the Consultant/Contractor agrees to provide the County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative access to any books, documents, papers and records of the Consultant/Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
 - (2) The Consultant/Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 - (3) The Consultant/Contractor agrees to provide the FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the contract.
 - (4) In compliance with Section 1225 of the Disaster Recovery Act of 2018, the County and the Consultant/Contractor acknowledges and agrees that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

- b. DHS (Department of Homeland Security) Seal, Logo and Flags
The Consultant/Contractor shall not use DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The Consultant/Contractor shall include this provision in any subcontracts.
- c. Compliance with Federal Law, Regulations and Executive Orders
The Consultant/Contractor acknowledges that FEMA financial assistance will be used to fund all or a portion of the contract. The Consultant/Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures and directives.
- d. No Obligation by Federal Government
The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Consultant/Contractor, or any other party pertaining to any matter resulting from the contract.
- e. Affirmative Socioeconomic Steps (when subcontractors are to be let by Consultant/Contractor)
If subcontractors are to be let, the Consultant/Contractor is required to take all necessary steps identified in 2 C.F.R. 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- f. License and Delivery of Works Subject to Copyright and Data Rights
The Consultant/Contractor grants to the County, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Consultant/Contractor will identify such data and grant to the County or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Consultant/Contractor will deliver to the County data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the County.

9. Fraud and False or Fraudulent or Related Acts:

The Consultant/Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Consultant/Contractor's actions pertaining to this contract.

10. Davis-Bacon Act (when applicable)

Contractor shall comply with the following provisions for any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions required by the applicable Federal grant program. These provisions are subject to any modifications thereof to meet the particular needs of the agency, provided, that such modifications are first approved by the Department of Labor:

a. Minimum wages.

(1) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Consultant/Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage

determination (including any additional classification and wage rates conformed under paragraph a.(2) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Consultant/Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(2)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (ii) The classification is utilized in the area by the construction industry; and
- (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Consultant/Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Consultant/Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting

officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs a.(2)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(3) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Consultant/Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(4) If the Consultant/Contractor does not make payments to a trustee or other third person, the Consultant/Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the Consultant/Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Consultant/Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

b. Withholding. The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Consultant/Contractor under this contract or any other Federal contract with the same prime Consultant/Contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Consultant/Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Consultant/Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the Consultant/Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

c. Payrolls and basic records.

(1) Payrolls and basic records relating thereto shall be maintained by the Consultant/Contractor during the course of the work and preserved for a

period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Consultant/Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(2)

(A) The Consultant/Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the Consultant/Contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime Consultant/Contractor is responsible for the submission of copies of payrolls by all subcontractors. Consultant/Contractor and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract,

but if the agency is not such a party, the Consultant/Contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the Consultant/Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime Consultant/Contractor to require a subcontractor to provide addresses and social security numbers to the prime Consultant/Contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Consultant/Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- (i) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
- (ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
- (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph c.(2)(B) of this section.

(D) The falsification of any of the above certifications may subject the Consultant/Contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(3) The Consultant/Contractor or subcontractor shall make the records required under paragraph c.(1) of this section available for inspection,

copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Consultant/Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Consultant/Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

d. Apprentices and trainees -

(1) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Consultant/Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where the Consultant/Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Consultant/Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice

classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Consultant/Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Consultant/Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(3) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

- e. Compliance with Copeland Act requirements. The Consultant/Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

- f. Subcontracts. The Consultant/Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Consultant/Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
- g. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- h. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
- i. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Consultant/Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
- j. Certification of eligibility.
 - (1) By entering into this contract, the Consultant/Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Consultant/Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - (3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

11. Copeland Anti-Kickback Act

- a. Contractor. The Consultant/Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

- b. Subcontracts. The Consultant/Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Consultant/Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

12. Remedies

- a. If a remedies clause provision exists in the contract (excluding any attachments or exhibits thereto), then that remedies provision shall control. However, if there is no remedies provision, then the following shall control:
 - (1) the Consultant/Contractor's remedy for default by the County is a written request to the County Manager seeking the funds from the County for work completed in accordance with the terms of the contract. If the claim is denied or not paid as requested, then, within thirty (30) days, the Consultant/Contractor may file a claim for such funds in a court of competent jurisdiction. Such a claim may not include consequential or special damages and shall not exceed the total contract amount.
 - (2) the County's remedy for default shall include termination of the contract and all remedies available to it at law that are necessary to make the County whole.
- b. Force Majeure. If a force majeure provision exists in the contract (excluding any attachments or exhibits thereto), then that remedies provision shall control. However, if there is no force majeure provision clause, then the following shall control: neither Party shall be liable for its failure to perform hereunder if its performance is rendered impossible by any act, event or condition beyond its reasonable control which by the exercise of due diligence it shall be unable to overcome. Such acts, events or conditions shall include, but not be limited to the following: Acts of God, hurricanes, tornado, lightning, or earthquake; strikes or lockouts; acts of war, civil insurrection, riots or terrorism; fire or flood not caused by the Party unable to perform; change in law not due to improper conduct or to any negligent or intentional act or omission on the part of the Party unable to perform; and global pandemics. Should the Consultant/Contractor be obstructed or delayed in the prosecution or completion of its services or work as a result of said unforeseeable causes beyond the control of the Consultant/Contractor and not due to its own, or any of its agents', fault or neglect, Consultant/Contractor shall, within 24 hours of the time the delay becomes apparent, notify the County of such delay in writing stating the cause or causes thereof, failing which the Consultant/Contractor shall waive any right the Consultant/Contractor may have to request a reasonable extension of time to complete the work required by the contract. Such reasonable extensions of time to complete the work shall be the

sole remedy of the Consultant/Contractor for such delays, and the Consultant/Contractor will not be entitled to any damages or any claim for extra compensation.

13. Termination for Cause

If a termination for cause provision exists in the contract (excluding any attachments or exhibits thereto), then that termination for cause provision shall control. However, if there is no termination for cause provision, then the following shall control: either Party may terminate this contract for cause based upon the failure of the other Party to comply with the terms and/or conditions of the contract, or failure to fulfill its performance obligations pursuant to this contract, provided that the non-defaulting Party shall give the defaulting Party written notice specifying the Party's default. If within thirty (30) days after receipt of such notice, the defaulting Party shall not have corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the non-defaulting Party may, at its option, place the defaulting Party in default and the contract shall terminate on the date specified in such notice. In the case of termination notice issued by the County, the County may take over the work and cause it to be performed to completion by written agreement with a different contractor or otherwise. In such case, the County reserves all rights and remedies available, including, but not limited to, the right to recover the County's additional cost incurred in securing complete performance. The rights and remedies of the County provided in this clause are in addition to any other rights and remedies provided by law or under this contract. If, after the County's notice of termination for cause is issued, it is determined that Consultant/Contractor had not breached its contractual obligations, then the termination shall be deemed to be effected for the County's convenience.

14. Termination for Convenience

If a termination for convenience provision exists in the contract (excluding any attachments or exhibits thereto), then that termination for convenience provision shall control. However, if there is no termination for convenience provision, then the following shall control: either Party may terminate this contract at any time by giving thirty (30) days written notice to the other Party of such termination. Such termination is effective upon the Party's receipt of the Notice of Termination. Upon receipt of such a notice, the Parties will discontinue all services affected, unless the notice directs otherwise. The Consultant/Contractor shall be entitled to payment for services rendered, to the extent work has been performed satisfactorily.

15. Prohibition on Contracting for Covered Telecommunications Equipment of Services

- a. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and

telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

b. Prohibitions.

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

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

(A) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

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

(C) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(D) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

c. Exceptions.

(1) This clause does not prohibit contractors from providing—

(A) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(B) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

(A) Covered telecommunications equipment or services that:
(i) Are not used as a substantial or essential component of any system; and
(ii) Are not used as critical technology of any system.

(B) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

d. Reporting requirement.

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

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

(A) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(B) Within 10 business days of submitting the information in paragraph (d)(2)(A) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Consultant/Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

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

16. Domestic Preferences for Procurement

As appropriate, and to the extent consistent with law, the Consultant/Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

17. Compliance with Federal Laws, Regulations and Executive Orders

This is an acknowledgement that financial assistance from FEMA or another Federal agency will be used to fund all or a portion of this contract. The Consultant/Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

(SIGNATURE PAGE FOLLOWS)

Acknowledgement and Certification

THE CONSULTANT/CONTRACTOR AGREES TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, RULES, REGULATIONS, AND ORDINANCES. IT IS FURTHER ACKNOWLEDGED THAT THE CONSULTANT/CONTRACTOR CERTIFIES COMPLIANCE WITH ALL PROVISIONS, LAWS, ACTS REGULATIONS, ETC., AS SPECIFICALLY NOTED ABOVE.

Company Name Hamilton Roofing Inc.

Address 4000 Old Dixie Highway Malabar, FL 32950

Telephone 321-729-0548 Fax 321-339-1873

Email Address tony@hamiltonroofinginc.com

Name and Title of Authorized Signature Anthony C. Hamilton President

Authorized Signature  5/3/23

**BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION CONTRACTS, GRANTS,
LOANS, AND COOPERATIVE AGREEMENTS
REQUIRED FOR CONTRACTS OVER \$100,000**

CONTRACTORS who apply or bid for an award of \$100,000 or more shall fill out and return the following required certification to COUNTY. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(SIGNATURE PAGE FOLLOWS)

The Consultant/Contractor, Hamilton Roofing Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Consultant/Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Company Name Hamilton Roofing Inc

Address 4000 Old Dixie Highway Malabar, FL 32950

Telephone 321-729-0548 Fax 321-339-1873

Email Address tony@hamiltonroofinginc.com

Name and Title of Authorized Signature Anthony C. Hamilton President

Authorized Signature  5/3/23

ATTACHMENT B
Pricing Sheet

CONTINUING ROOFING CONTRACTING SERVICES
RFQ-6-22-13
BREVARD COUNTY'S PROPOSED RATES

POSITION	HOURLY RATE (Loaded rates to include labor, overhead, admin, etc.)
Foreman	\$55.00
Roofer	\$50.00
Roofer Apprentice	\$35.00
Metal Installer	\$50.00
Metal Installer Apprentice	\$35.00
Laborer	\$35.00

	RATE PER SQUARE FOOT
Annual Preventative Maintenance*** (please see below)	\$.030
Annual Preventative Maintenance will be paid at \$.03 per square foot to include a minimum rate of \$300.00 and a maximum rate of \$800.00 per Preventative Maintenance Inspection.	

	PERCENTAGE (%)
All materials furnished by the Contractor if and when requested by the Brevard County Public Works/Facilities Department shall be the Contractor's actual cost plus a percentage markup	10%

***Please note, "tree trimming" and "clean/unclog roof drains & gutters" has been removed from the "Annual Preventative Maintenance". These services will be issued via work orders dependent on the number of hours to complete each service.

Hamilton Roofing, Inc

Vendor Name



Signature

Anthony Hamilton

Printed Name

10/13/22

Date

President

Title

ATTACHMENT C
Truth-In-Negotiations Certificate

TRUTH-IN-NEGOTIATION CERTIFICATE

In compliance with the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, Hamilton Roofing Inc., hereby certifies that wage rates and other factual unit costs supporting the compensation for RFQ 6-22-13 Continuing Roofing Contracting Services to be provided under this Contract, concerning Hamilton Roofing Inc., are accurate, complete and current as of the time of contracting.

Contractor: Hamilton Roofing Inc.

By: 

Print Name: Anthony C. Hamilton

Title: President

Date: May 3rd 2023

ATTACHMENT D
Contractor Affidavit Regarding Scrutinized Company List

CONTINUING ROOFING CONTRACTING SERVICES
RFQ-6-22-13

CONTRACTOR AFFIDAVIT REGARDING SCRUTINIZED COMPANY LIST

Awarded Contractor shall certify that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S. If the Agreement is for more than \$1,000,000 the Contractor further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S.

For Contracts of any amount, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met. For Contracts \$1,000,000 and greater, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

STATE OF FLORIDA

COUNTY OF Brevard

BEFORE ME, the undersigned authority, personally appeared
Anthony C. Hamilton, who, being by me first duly sworn, made the following statement:

1. The Business address of 4000 Old Dixie Highway Malabar, FL 32950 (name of bidder or contractor) is Hamilton Roofing Inc..
2. My relationship to Hamilton Roofing Inc. (name of bidder or contractor) is President (relationship such as sole proprietor, partner, president, vice president).

44

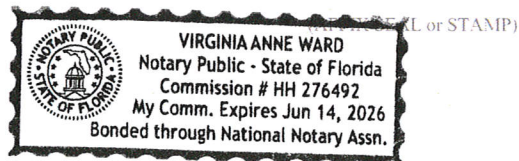
3. I understand that "Boycott of Israel" has the same meaning as defined in §215.4725, Florida Statutes, and means refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. A statement by a company that it is participating in a boycott of Israel, or that it has initiated a boycott in response to a request for a boycott of Israel or in compliance with, or in furtherance of, calls for a boycott of Israel, may be considered by the State Board of Administration to be evidence that a company is participating in a boycott of Israel. The term does not include restrictive trade practices or boycotts fostered or imposed by foreign countries against Israel.
4. I understand that "business operations" means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce.
5. Hamilton Roofing Inc. (name of the bidder or contractor) is not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, Florida Statutes, or is engaged in a boycott of Israel.
6. Hamilton Roofing Inc. (name of the bidder or contractor) is not 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, Florida Statutes.
7. Hamilton Roofing Inc. (name of the bidder or contractor) is not engaged in business operations in Cuba or Syria.


Signature

Sworn to and subscribed before me in the state and county first mentioned above on the 27th day of July, 2022.



Notary Public



My commission expires: 06/14/2024



ATTACHMENT E
Disclosure Form Foreign Influence On Contracts Or Grants
Having A Value Of \$100,000 Or More

CONTINUING ROOFING CONTRACTING SERVICES
RFQ-6-22-13
DISCLOSURE FORM

FOREIGN INFLUENCE ON CONTRACTS OR GRANTS HAVING A VALUE OF \$100,000 OR MORE

Summary of Form: In order for the County to comply with section 286.101, Florida Statutes, all prospective contractors and grant recipients seeking to contract with the County, or receive a grant from the County, where said contract or grant has a value of \$100,000 or more must disclose to the County (1) any current or prior interest of, (2) any contract with, or (3) any grant or gift received from a foreign country of concern (defined as the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, and the Syrian Arab Republic, or an agency or other entity under the significant control of such foreign country of concern) if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five years. The disclosure is specified below. Within one year before applying for any grant or proposing any Contract, such entity must provide a copy of such disclosure to the Department of Financial Services. Disclosure is not required in certain circumstances, outlined below. A Contract is any agreement for the direct benefit or use of any party to such agreement, including an agreement for the sale of commodities or services. A Gift is any transfer of money or property from one entity to another without compensation. A Grant is a transfer of money for a specified purpose, including a conditional gift. An interest in an entity means any direct or indirect investment in or loan to the entity valued at 5 percent or more of the entity's net worth or any form of direct or indirect control exerting similar or greater influence on the governance of the entity.

I. SECTION I. Please answer yes or no to each statement below:

- YES / ☒ NO I AM BIDDING ON A CONTRACT/APPLYING FOR A GRANT WITH A POTENTIAL VALUE UNDER \$100,000. If yes, this disclosure form as been completed. Please sign and date at the bottom.
- YES / ☒ NO I AM BIDDING ON A CONTRACT/APPLYING FOR A GRANT WITH A POTENTIAL VALUE OF OVER \$100,000. If yes, proceed to the next question.
- YES / ☒ NO I HAVE MADE A FOREIGN INFLUENCE DISCLOSURE ONLINE WITH THE DEPARTMENT OF FINANCIAL SERVICES. If yes, please proceed to SECTION IV and provide the date of the disclosure, your name and address. Then sign and date at the bottom.

II. SECTION II. Please answer yes or no to the statement below:

- YES / ☒ NO Bidder/Grantee has (1) a current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern (defined as the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan Regime of Nicolas Maduro, and the Syrian Arab Republic, or an agency or other entity under the significant control of such foreign country of concern); and (2) such interest, contract, or grant or gift has a value of \$50,000 or more; and (3) such interest existed, or such contract or grant or gift was received or in force at any time during the previous five years.



III. SECTION III. If you answered NO to SECTION II, you have completed this form. Please sign/date at the bottom. If you answered YES to SECTION II, then answer YES or NO to the following:

- YES / NO This is a proposal to sell commodities through an online procurement programs established pursuant to section 287.057(22), Florida Statutes.
- YES / NO This is a proposal from an entity that discloses foreign gifts or grants under section 1010.25 or section 286.101(2), Florida Statutes.
- YES / NO This is a proposal from a foreign source that, if granted or accepted, would be disclosed under section 286.101(2) or section 1010.25, Florida Statutes.
- YES / NO This is a proposal from a public or not-for-profit research institution with respect to research funded by any federal Agency.

IV. SECTION IV. If you answered YES to any question in SECTION III, you have completed this form. Please sign/date at the bottom. If you answered NO to all of the questions in SECTION III, then you must make the following disclosures online to the State of Florida Department of Financial Services before the County may contract with you or award you said grant. Please disclose the following:

Date Disclosure of the information below was made by Bidder/Grantee to the State of Florida Department of Financial Services online: _____

Name of Bidder/Grantee: _____

Mailing Address of Bidder/Grantee: _____

Value of the Contract/Grant or Gift: _____

Foreign Country of Concern or the Agency or other entity under the significant

Control of such Foreign country of Concern: _____

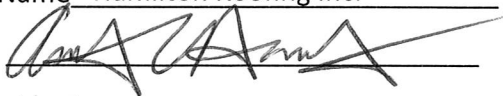
Date of Termination of the contract or interest with the Foreign Country of Concern:

Date of Receipt of the Contract/Grant or Gift: _____

Name of the agent or controlled entity that is the source or interest holder: _____

I verify that the information provided on this form is true and correct, and that I am duly authorized to make said binding disclosures on behalf of myself or my Company, as applicable.

Company Name Hamilton Roofing Inc.

Signature: 

Date: 7/27/22

Title: President

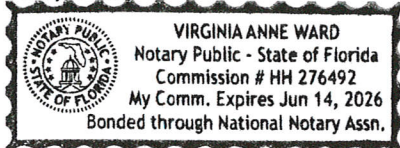
48

STATE OF FLORIDA

COUNTY OF Brevard

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization, this
27th day of July, 2022, by (name of person making statement).

[Notary Seal]



Notary Public

Virginia Ward

Name typed, printed or stamped

My Commission Expires: 06/14/2026

X Personally Known OR _____ Produced Identification

Type of Identification Produced _____



STANDARD FORM FOR NEW PIGGYBACK CONTRACT

The **City of Cocoa**, a Florida Municipal Corporation ("City") enters this "Piggyback" Contract with Hamilton Roofing, Inc., 4000 Old Dixie Highway, Malabar, FL 32950 (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 Brevard County, FL said contract being identified as: Continuing Roofing Contracting Services, Contract No. RFQ-6-22-13, (referred to as the "Original Government Contract").

Work assigned under this contract may include, but is not limited to, the following types of projects: Roofing Contracting 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: **Brevard County, Florida** = City of Cocoa; **Brevard County, Florida** Code = Code of the City of Cocoa. Further, references to specifically identified **Brevard County, Florida** 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 Hamilton Roofing, Inc. The term of said agreement shall be for the period effective date of signature through 05/12/2025. Upon the mutual written consent of both parties, the Agreement may be renewed for three (3) 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 Year 2025 and shall not exceed the budgeted amount, any change orders to this amount must be approved by the 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-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
Hamilton Roofing, Inc. Attn: Anthony Hamilton, President 4000 Old Dixie Highway Malabar, FL 32950 Phone: 321-729-0548 Email: tony@hamiltonroofinginc.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 25th day of February 2025

HAMILTON ROOFING, INC



Signature

2/25/25

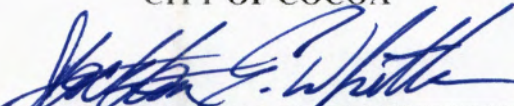
Date

Virginia Barnard

Name and Title

President

CITY OF COCOA



Signature

Date

2/25/25

Stockton Whitten, City Manager

Name and Title

N/A

Signature

Date

Michael Blake, Mayor

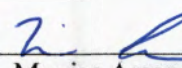
Name and Title

City Council Approval Required

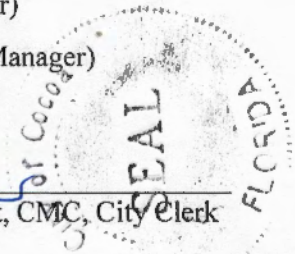
☐ Yes (Approved by Mayor)

☒ No (Approved by City Manager)

Attest:



Monica Arsenault, CMC, City Clerk





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
Hamilton Roofing, Inc.
Piggyback Agreement No. RFQ-6-22-13
Continuing Roofing Contracting Services

This First Amendment is to confirm receipt and acknowledgement of the agreed upon Annual Renewal made effective May 12, 2025, by and between Brevard County Board of County Commissioners and Hamilton Roofing, Inc. This Amendment also confirms receipt and acknowledgement the CONTRACTOR shall continue to provide Continuing Roofing Contracting Services as agreed upon under Piggyback Agreement RFQ-6-22-13, made effective February 25, 2025, by and between the City of Cocoa and Hamilton Roofing, Inc. This renewal shall correspond with the renewal issued by Brevard County Board of County Commissioners and expires on September 30, 2025.

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.

HAMILTON ROOFING, INC

By: Virginia Barnard
(Print Name)

President
(Title)

h 04/30/25
Signature / Date

CC: Monica Arsenault, City Clerk
Brian Dale, Purchasing Manager
Gary Palmer, Facilities Manager

CITY OF COCOA

By: Stockton Whitten
(Print Name)

City Manager
(Title)

Stockton E. Whitten 5/2/25
Signature / Date

2
Attested By: City Clerk

First Renewal to Continuing Roofing Contract

This First Renewal is made and entered into the date of last signature below, by and between Brevard County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), and Hamilton Roofing Inc., an entity authorized to do business in the State of Florida (hereinafter referred to as "Contractor").

Witnesseth:

Whereas, the County has previously entered into agreement with Contractor executed May 12, 2023 under Contract Number 10165 for the roofing services (hereinafter referred to as "Original Contract"), which is incorporated herein by this reference; and

Whereas, the initial term of the Original Contract is one year after its date of execution and, subject to the County's sole discretion, the Contract may be renewed by the County in one-year increments for up to four additional years beyond the initial term of the Contract only if no change in price is proposed by the Contractor; and

Whereas, the initial term ends May 12, 2024; and

Whereas, this is the first renewal of the Original Contract and the parties hereto desire to renew the term of the Original Contract for an additional period of one (1) year.

Now, therefore, in consideration of the premises and mutual covenants contained herein, the parties agree as follows:

1. The above recitals are true and correct and are incorporated into this First Renewal by this reference.
2. Notice is hereby given to the Contractor by the County that the Original Contract is hereby renewed pursuant to the notification provision set forth therein for an additional one-year period, continuing through May 12, 2025.
3. All terms and conditions of the Original Contract, and any amendments or modifications made thereto, which are incorporated herein by this reference, that are not inconsistent with the provisions of this First Renewal shall remain in full force and effect.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURES TO FOLLOW.]

IN WITNESS WHEREOF, on the date last signed below, the parties have caused this Agreement to be executed by their duly authorized representatives.

WITNESS:

BREVARD COUNTY, FLORIDA

Jay Roth

By: Frank Abbate
Frank Abbate, County Manager

Date: 05/07/2024

As approved by the Board on 08/30/2022

Reviewed for legal form and content
solely for Brevard County:

Alex [Signature]
Deputy County Attorney

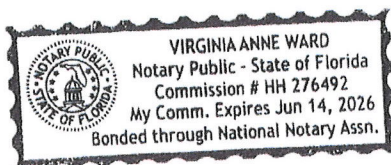
HAMILTON ROOFING INC.

By: [Signature]
Anthony C. Hamilton, President

STATE OF Florida
COUNTY OF Brevard

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 30 day of April, 2024 by Anthony C. Hamilton, President of Hamilton Roofing Inc., a Florida Profit Corporation, on behalf of the corporation. He is personally known to me or has produced personally known as identification.

[Notary Seal]



Notary Public Signature

[Signature]

Name typed, printed or stamped

My Commission Expires: 6/14/26

Second Renewal to Continuing Roofing Contract

This Second Renewal (this "Agreement") is made and entered into the date of last signature below, by and between Brevard County, Florida, a political subdivision of the State of Florida, hereinafter referred to as "County", and Hamilton Roofing, LLC, an entity authorized to do business in the State of Florida, having a principal address of 4000 Old Dixie Highway, Malabar, Florida 32950, hereinafter referred to as "Contractor".

Witnesseth:

Whereas, the County has previously entered into an agreement with Hamilton Roofing, LLC executed May 12, 2023, under Contract Number 10165, for roofing services hereinafter referred to as the "Original Contract", which is incorporated herein by this reference; and

Whereas, the initial term of the Original Contract is one year after its date of execution and, subject to the County's sole discretion, the Original Contract may be renewed by the County in one-year increments for up to four additional years beyond the initial term of the Original Contract only if no change in price is proposed by the Contractor. Modifications and/or changes to the Original Contract, including the Pricing Sheet, will require approval by the County; and

Whereas, the Parties entered into the first renewal extending the Original Contract through May 12, 2025; and

Whereas, this is the second renewal of the Original Contract, and the Parties hereto desire to renew the term of the Original Contract for an additional period of one (1) year without any change in price; and

Whereas, the Parties shall continue to otherwise be bound by the terms and conditions of the Original Contract.

Now, therefore, in consideration of the premises and mutual covenants contained herein, the Parties agree as follows:

1. The above recitals are true and correct and are incorporated into this Agreement by this reference.
2. Notice is hereby given to the Contractor by the County that the Original Contract is hereby renewed pursuant to the notification provision set forth therein for an additional one-year period, continuing through May 12, 2026.
3. All terms and conditions of the Original Contract, and any amendments or modifications made thereto, which are incorporated herein by this reference,

that are not inconsistent with the provisions of this Agreement remain in full force and effect.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURES TO FOLLOW.]

IN WITNESS WHEREOF, on the date last signed below, the Parties have caused this Agreement to be executed by their duly authorized representatives in counterparts, each of which when taken together shall constitute one and the same agreement.

BREVARD COUNTY, FLORIDA

By: Frank Abbate
Frank Abbate, County Manager

Date: 4/23/25

As approved by the Board on 08/30/2022

Reviewed for legal form and content
solely for Brevard County:

Alex Lasso
Deputy County Attorney

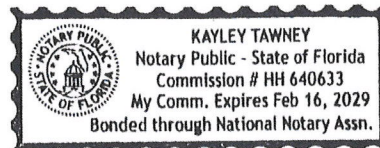
HAMILTON ROOFING, LLC

By: Virginia Barnard
Virginia Barnard, President

STATE OF Florida
COUNTY OF Brevard

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 18th day of April, 2025, by Virginia Barnard, President of Hamilton Roofing, LLC, a Florida Profit Corporation, on behalf of the corporation. She is personally known to me or has produced personally known as identification.

[Notary Seal]



Notary Public Signature

Kayley Tawney

Name typed, printed or stamped

My Commission Expires: 2/16/2029



CONTRACTOR E-VERIFY AFFIDAVIT

Hamilton Roofing

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

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

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

Virginia Barnard President
Print Name: Virginia Barnard
Date: 02/25/2025

STATE OF FLORIDA

COUNTY OF Brevard

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 02/25/25 (date) by Virginia Barnard (name of officer or agent, title of officer or agent) of Hamilton Roofing (name of corporation acknowledging), a Florida (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced personally known (type of identification) as identification.

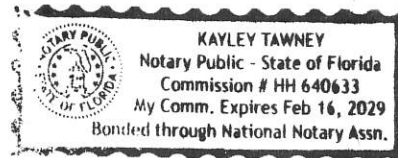
Kayley Tawney

[Notary Seal] Notary Public

Kayley Tawney

Name typed, printed or stamped

My Commission Expires: Feb 16, 2029



CONTRACT DOCUMENTS
FOR THE CONSTRUCTION OF THE

ROOF REPLACEMENT AND REPAIR FOR WATER PRODUCTION FACILITIES PHASE 2



PREPARED FOR
CITY OF COCOA
FLORIDA
VOLUME 1 OF 2
SPECIFICATIONS

For information regarding
this project, contact:

RICHIE ANGLE, P.E.
200 S ORANGE AVE
SUITE 900
ORLANDO, FL 32801
407-903-5351

Jacobs

APRIL 2025

BID DOCUMENTS

CITY OF COCOA
COCOA, FLORIDA

**BIDDING REQUIREMENTS
AND
CONTRACT DOCUMENTS**

for the construction of the

**ROOF REPLACEMENT AND REPAIR FOR
WATER PRODUCTION FACILITIES**

PHASE 2

Contract No. _____

Jacobs
Orlando
April 2025

ROOF REPLACEMENT AND REPAIR FOR
WATER PRODUCTION FACILITIES PHASE 2

Pages

TABLE OF CONTENTS

TECHNICAL SPECIFICATIONS

DIVISION 01—GENERAL REQUIREMENTS

01 00 01	General Requirements.....	1- 19
	Supplement 1, Form: Manufacturer's Certificate of Compliance.....	1- 1
	Supplement 2, Form: Manufacturer's Certificate of Proper Installation.....	1- 1

DIVISION 02—EXISTING CONDITIONS

02 41 00	Demolition	1- 9
----------	------------------	------

DIVISION 03 THROUGH DIVISION 05 (NOT USED)

DIVISION 06—WOOD, PLASTICS, AND COMPOSITES

06 10 00	Rough Carpentry	1- 6
----------	-----------------------	------

DIVISION 07—THERMAL AND MOISTURE PROTECTION

07 14 00	Fluid Applied Waterproofing.....	1- 5
07 52 16	SBS-Modified Bituminous Membrane Roofing	1- 9
07 54 23	Thermoplastic Membrane Roofing	1- 11
07 62 00	Sheet Metal Flashing and Trim.....	1- 7
07 70 01	Roop Specialties and Accessories.....	1- 3

DIVISION 08 THROUGH DIVISION 25 (NOT USED)

DIVISION 26—ELECTRICAL

26 41 00	Facility Lightning Protection	1- 6
----------	-------------------------------------	------

DIVISION 27 THROUGH DIVISION 49 (NOT USED)

DRAWINGS (BOUND SEPARATELY)

END OF SECTION

TECHNICAL SPECIFICATIONS

SECTION 01 00 01
GENERAL REQUIREMENTS

PART 1 GENERAL

1.01 DEFINITIONS

- A. Owner: City of Cocoa Utilities Department.
- B. Engineer: Jacobs Engineering Group, Inc.
- C. Contractor: Entity under Contract to Owner to perform the Work and/or supply equipment.
- D. Vendor: Entity under Contract to a Contractor to supply equipment.
- E. Manufacturer: Entity who produces equipment supplied to the Project.
- F. Project Site: Wewahootee Water Treatment Plant and Taylor Creek Reservoir Pump Station.
- G. Project Name: Roof Replacement and Repair for Water Production Facilities.

1.02 WORK COVERED BY CONTRACT DOCUMENTS

- A. The completed Work will provide Owner with the following modifications:
 - 1. Demolition, modification and renovation of the Wewahootee Water Treatment Plant Chemical Building roof system and appurtenances as shown on the Drawings and specified herein.
 - 2. Demolition, modification and renovation of the roof system and appurtenances at the south end of the Dyal Water Treatment Plant filter gallery as shown on the Drawings and specified herein.
 - 3. Partial demolition, modification, renovation, and repair of the Dyal Water Treatment Plant Administration Building roof system and appurtenances as shown on the Drawings and specified herein.
 - 4. Repair of the Dyal Water Treatment Plant Building 7 roof system including demolition, modification, and renovation of appurtenances as shown on the Drawings and specified herein.
- B. The Contractor shall be responsible for obtaining permits required for completion of the Work. The Contractor shall be responsible for completion of all permitting activities and for payment of all associated permitting fees.

ROOF REPLACEMENT AND REPAIR FOR WATER PRODUCTION FACILITIES PHASE 2

- C. The Contractor shall propose the Work sequence for approval by the Owner and Engineer. The Work sequence shall be determined at the sole discretion of the Owner. Roof replacement and repair work may be limited to one water production facility site at a time at the sole discretion of the Owner.
- D. Reasonably implied parts of the work shall be done though absent from the Contract Documents: Any part of the Work that is necessary or required to make each installation satisfactorily and operable, even though it is not specifically included in the specifications or shown on the Drawings, shall be performed as incidental work as if described in the specifications and shown on the Drawings. The expense of such incidental work shall be included in the Contractor's proposal.

1.03 QUALITY CONTROL AND ASSURANCE

- A. The Contractor shall have completed three projects in the last 5 years that included repair and/or replacement of roofing systems for a municipal water utility. Contractor shall provide listing of completed projects that meet this requirement and shall provide contact information for the project owner to confirm qualifications. Contractors that do not meet this requirement will not be qualified to bid on this Project or perform the work.
- B. All Work is subject to Owner's quality assurance inspection and testing at all locations and at all reasonable times before acceptance to ensure strict compliance with the terms of the Contract Documents. The presence or absence of a quality assurance inspector does not relieve Contractor from any Contract requirement. Owner's quality assurance inspections and tests are for the sole benefit of Owner and do not:
 - 1. Relieve Contractor of responsibility for providing adequate quality control measures;
 - 2. Relieve Contractor of responsibility for damage to or loss of the material before acceptance;
 - 3. Constitute or imply acceptance; or
 - 4. Affect the continuing rights of Owner after acceptance of the completed Work.

1.04 DESIGN REQUIREMENTS

- A. Where Contractor design is specified, design of installation, systems, equipment, and components, including supports and anchorage, shall be in accordance with provisions of the latest edition of the Florida Building Code.

ROOF REPLACEMENT AND REPAIR FOR WATER PRODUCTION FACILITIES PHASE 2

1.05 PROJECT MEETINGS

- A. The Contractor shall attend a pre-construction meeting with the Owner staff to review the following subjects, at a minimum:
 - 1. Scope of work.
 - 2. Project schedule and sequencing of critical path work items.
 - 3. Health and safety requirements including Contractor's safety plan and safety representative.
 - 4. Communication and coordination procedures.
 - 5. Submittal procedures.
 - 6. Payment procedures.
 - 7. Documentation procedures.
 - 8. Project clarifications and changes procedures.
 - 9. Use of site, access and security, staging areas, working hours, and temporary facilities.
 - 10. Product delivery.
- B. The Contractor shall attend regular progress meetings, conducted monthly, to review the Work progress, project schedule, submittal schedule, payment applications, contract modifications, and other matters needing discussion or resolution.
- C. The Contractor shall attend other meetings as may be required by the Owner. Meetings may be required prior to equipment installation and prior to equipment startup to ensure coordination of Work activities with plant operations.

1.06 CONSTRUCTION PROGRESS DOCUMENTATION

- A. The Contractor shall submit a project schedule for review and approval. The project schedule must be approved by Engineer and Owner prior to commencement of work at the job site. The project schedule must show the following activities at a minimum:
 - 1. Notice to Proceed.
 - 2. Submittals with review time.
 - 3. Early procurement activities for long lead equipment and materials.
 - 4. Specified work sequences and construction constraints. Submit a timeline for the specified work that provides a sequence of all construction activities.
 - 5. Completion and Final Completion dates.
 - 6. System startup summary.
 - 7. Project close-out summary.
 - 8. Demobilization summary.

ROOF REPLACEMENT AND REPAIR FOR WATER PRODUCTION FACILITIES PHASE 2

- B. The Contractor shall update the project schedule as required during construction and submit an updated project schedule at each progress meeting.
- C. Construction Photographs:
 - 1. Photographically document all phases of the Project including preconstruction, construction progress, and post-construction.
 - 2. Engineer shall have right to select subject matter and vantage point from which photographs are to be taken.
 - 3. Digital Images: No post-session electronic editing of images is allowed. Stored image shall be actual image as captured without cropping or other edits.
 - 4. Pre-construction and Post-construction: After Effective Date of the Agreement and before Work at Site is started, and again upon issuance of Substantial Completion, take a minimum of 48 photographs of Site and property adjacent to perimeter of Site. Photograph structures inside and outside of Site. Format: digital, minimum resolution of 5 Mb of color.
 - 5. Construction Progress Photos: Photographically demonstrate progress of construction, showing every aspect of Site and adjacent properties as well as interior and exterior of new or impacted structures. Take minimum of 24 photographs weekly. Format: digital, minimum resolution of 5 Mb of color.
 - 6. Documentation: Electronic images shall have date taken embedded into image. Archive using a commercially available photo management system that provides listing of photographs including date, keyword description and direction of photograph.
 - 7. Contractor shall submit data electronically to a shared folder on a cloud drive or FTP site. Selection of cloud application used shall be at the sole discretion of the Owner.

1.07 COORDINATION

- A. The Contractor shall, at all times in performance of the work, employ approved methods and exercise reasonable care and skill so as to avoid unnecessary delay, injury, damage or destruction of public utility installations and structures; and shall, at all times in the performance of the work, avoid unnecessary interference with, or interruption of, public utility services, and shall cooperate fully with the Owners thereof to that end.
- B. The water treatment processes and water treatment facilities shall remain operational during construction. Any Work that requires shut down of the water treatment facilities or water treatment processes shall be coordinated with and approved by Owner before the Work can begin. Work shall be planned and coordinated with Owner to minimize interruptions to water treatment operations.

ROOF REPLACEMENT AND REPAIR FOR
WATER PRODUCTION FACILITIES PHASE 2

- C. The Contractor shall perform Work continuously during critical connections, changeovers, or approved shut-downs to prevent or minimize interruption of Owner's operations. When necessary, plan, design, and provide various temporary services, utilities, connections, temporary piping, access and similar items to maintain continuous operations of the Owner's facility.
- D. The Contractor shall be solely and directly responsible to the Owner and operators of such properties for any damage, injury, expense, loss, inconvenience, delay, suits, actions, or claims of any character brought because of any injuries or damage which may result from the construction operations.
- E. The Contractor shall develop and maintain for the duration of the work a Safety Plan. The Contractor's Safety Plan shall comply with the Owner's safety rules while on the Owner's property. The Safety Plan must address working safely around active ammonium sulfate and sodium hypochlorite process equipment.
- F. If the Contractor identifies conflicting information within the Contract Documents, the Contractor shall notify the Owner prior to further work in that area. If utility lines, or other equipment are encountered that are not indicated on the Contract Documents, the Contractor shall notify the Owner prior to further work in that area.
- G. The Contractor shall replace, at their own expense, all existing utilities or structures removed or damaged during construction, unless otherwise provided for on the Drawings or Technical Specifications. The maintenance, repair, removal, relocation or rebuilding of public utility installations and structures, when accomplished by the Contractor as herein provided, shall be done by methods approved by the Owner.
- H. Relocation of Existing Facilities:
 - 1. During construction, it is expected that minor relocations of Work will be necessary.
 - 2. Provide complete relocation of existing equipment including piping, duct banks, electrical conduit and wiring, outlets, junction boxes, instrumentation, and other items as necessary.
 - 3. Use only new materials for relocated equipment. Match materials of existing equipment.
 - 4. Perform relocations to minimize downtime of existing facilities.
 - 5. Install new portions of existing equipment in their relocated position prior to removal of existing equipment, unless otherwise accepted by Owner.

ROOF REPLACEMENT AND REPAIR FOR WATER PRODUCTION FACILITIES PHASE 2

1.08 TEMPORARY FACILITIES AND UTILITIES

- A. Electric power will be available at or near the work location at no cost to the Contractor. Prior to use of electric power, the Contractor shall coordinate with and obtain approval from the Owner on the use of electric power including the type and amount required. Coordination and approval may be obtained in the pre-construction meeting.
- B. The Contractor shall complete an application with the City of Cocoa for a temporary construction water meter and backflow preventer. The Contractor shall be responsible for payment for the water meter, backflow preventer and the water usage. Prior to use of water for construction, the Contractor shall coordinate with and obtain approval from the Owner on the use of water for construction including the pressure and volume required. Furnish and install temporary piping and facilities as required to transport water to the Work. The use of water for construction shall not result in hazardous conditions such as flooding or pollution.
- C. No potable water is available at the Project Site. Make arrangements for and bear costs of providing water required for drinking by construction personnel during construction.
- D. Furnish sanitary facilities in compliance with state and local health authorities. Use of Owner's existing sanitary facilities by construction personnel will not be allowed.
- E. Furnish, maintain, and operate temporary facilities as required to control erosion and sediment releases, and to protect the Work and existing facilities from flooding during construction period.

1.09 DEBRIS AND WASTE DISPOSAL FACILITIES

- A. The Contractor shall provide trash and debris bins, dumpster, and containers for proper disposal of waste material. Coordinate location of waste containers and dumpsters with the Owner prior to delivery to the Project Site. Dispose of construction waste material in an authorized disposal area.

1.10 HANDLING AND STORAGE OF MATERIALS

- A. Materials shall be so stored as to ensure the preservation of their quality and fitness for the Work. Private property shall not be used for storage purposes without the written permission of the Owner.

ROOF REPLACEMENT AND REPAIR FOR WATER PRODUCTION FACILITIES PHASE 2

- B. Arrange deliveries of products in accordance with construction schedules. Coordinate to avoid conflict with work and conditions at the site:
 - 1. Deliver products in undamaged condition, in manufacturer's original containers or packaging, with identifying labels intact and legible.
 - 2. Immediately on delivery, inspect shipments to assure compliance with requirements of the Drawings, Technical Specifications and approved submittals; and that products are properly protected and undamaged.
- C. Provide equipment and personnel to handle products by methods that will prevent soiling or damage to products or packaging.
- D. Store products in accordance with manufacturer's instructions, with seals and labels intact and legible:
 - 1. Store products subject to damage by the elements in weather tight enclosures.
 - 2. Maintain temperature and humidity within the ranges required by manufacturer's instructions.
- E. All materials which, in the opinion of the Owner or Engineer, have become so damaged as to be unfit for the use intended or specified shall be promptly removed from the site of the Work, and Contractor shall receive no compensation for the damaged material or its removal.

1.11 SUBMITTAL REQUIREMENTS

- A. The Contractor shall submit a list of all anticipated submittals associated with the work on the Project.
- B. The submittal numbering scheme shall be "Specification Section" – "Sequential Number" for that specific section. Resubmittals shall include letters in chronological order. For example:
 - 1. The first submittal under Section 40 27 02, Process Valves and Operators would be submittal number 40 27 02-001. The second submittal would be number 40-27-002.
 - 2. The first resubmittal for submittal number 40 27 02-001 would be 40 27 02-001A. The second resubmittal would be 40 27 02-001B.
- C. Package submittal information by individual specification section. Do not combine different specification sections together in submittal package, unless otherwise directed in specification.

ROOF REPLACEMENT AND REPAIR FOR WATER PRODUCTION FACILITIES PHASE 2

- D. Submitted data shall be fully sufficient in detail for determination of compliance with the Drawings and Technical Specifications.
- E. Review, acceptance, or approval of substitutions, schedules, Shop Drawings, lists of materials, and procedures submitted or requested by the Contractor shall not add to the Contract amount and all additional costs which may result therefrom shall be solely the obligation of the Contractor.
- F. The Owner is not precluded, by virtue of review, acceptance, or approval, from obtaining a shared credit for construction savings resulting from allowed concessions in the Work or materials thereof.
- G. No equipment or material for which listings, drawings, or descriptive material is required to be submitted shall be purchased or installed until the Contractor has provided a submittal and received written approval by the Engineer and Owner. The Contractor shall be responsible for and bear all costs of damages and errors which may result from the ordering of any material or from proceeding with any part of work prior to the completion of the review by the Engineer of the required submittals.
- H. No “Or-equal” material or equipment shall be installed without approval by the Owner. Should the Engineer or Owner find that the proposed product and/or service is not equal to that specified, Contractor shall provide the specified product without additional cost to the Owner. “Or-equals” for process equipment are acceptable only if a written request is approved by the Engineer of Record.
- I. Submittal Procedure:
 - 1. The Contractor shall submit Drawings and other descriptive data together in a Portable Document Format (PDF) with a letter of transmittal to the Engineer for review. Submittals will be distributed to the Owner and Engineer. The letter of transmittal shall contain:
 - a. The name of the Project, project number and contract number;
 - b. Date;
 - c. Submittal number that will correspond to the specification section.
 - d. The name of the subcontractor, vendor or manufacturer and their address;
 - e. A list of Drawings with numbers and titles;
 - f. Identify and describe any deviations or exceptions taken from the Contract Documents.

ROOF REPLACEMENT AND REPAIR FOR
WATER PRODUCTION FACILITIES PHASE 2

2. Submitted Drawings or descriptive data will be stamped “Approved,” “Approved As Noted,” or “Revise and Resubmit” by the Engineer and returned to the Contractor:
 - a. If a Drawing or other data is stamped “Approved,” the Contractor may incorporate product(s) or implement Work covered by submittal.
 - b. If a Drawing or other data is stamped “Approved As Noted,” the Contractor may incorporate product(s) or implement Work covered by submittal, in accordance with Engineer’s notations. Contractor shall make the corrections indicated and submit a corrected copy marked “For Field Use” to the Engineer.
 - c. If a Drawing or data is stamped “Revise and Resubmit,” the Contractor may not incorporate product(s) or implement Work covered by submittal. The Contractor shall make the necessary corrections and resubmit the documents as set forth in paragraph above. The letter of transmittal shall indicate that this is a resubmittal.
 3. The Contractor, subcontractor or supplier shall revise and resubmit the working Drawings or data as required by the Engineer, until approval thereof is obtained.
- J. The Engineer will act upon Contractor’s submittal and transmit response to Contractor not later than 15-working days after receipt. Time for review shall commence on Engineer’s receipt of submittal. Resubmittals will be subject to same review time. No adjustment of Contract Times or Price will be allowed as a result of delays in progress of Work caused by rejection and subsequent resubmittals.
- K. Resubmittals: Clearly identify each correction or change made.
- L. No partial submittals will be reviewed. Submittals not complete will be returned to the Contractor or supplier for resubmittal. Shop s shall be complete and detailed and shall consist of fabrication, erection, and setting drawings, manufacturer’s scaled drawings, and wiring and control diagrams. Equipment data shall include manufacturer’s catalog sheets, brochures, diagrams, illustrations and other standard descriptive data and shall be clearly marked to identify pertinent materials, products or models.
- M. The review of submittals, Shop Drawings, equipment data, schedules, and/or O&M data by the Engineer or Owner will be general, and shall not be construed:
1. As permitting any departure from the Drawing and Technical Specification requirements.

ROOF REPLACEMENT AND REPAIR FOR WATER PRODUCTION FACILITIES PHASE 2

2. As relieving the Contractor or supplier of responsibility for any errors, including details, dimensions, and materials.
 3. As approving departures from details furnished by the Engineer, except as otherwise provided herein.
- N. The Contractor agrees that submittals processed by the Engineer do not become Contract Documents and are not Change Orders; that the purpose of the submittal review is to establish a reporting procedure and is intended for the Contractor's convenience in organizing his work and to permit the Engineer to monitor the Contractor's progress and understanding of the design.

1.12 OPERATION AND MAINTENANCE DATA

- A. Furnish one electronic version of the initial draft for review of a complete instruction manual for installation, operation, maintenance, and lubrication requirements for each component of mechanical and electrical equipment or system provided. Submit two hard copies and one electronic version of the final version. All equipment manufacturers and/or suppliers shall be made aware of these requirements and all associated costs shall be included in the costs for furnishing the equipment or system. Each instruction manual furnished shall be fixed in hard-back cover, which is clearly labeled to designate the system or equipment for which it is intended with reference to the building and equipment number, and the specification section where the item is specified. Page numbers shall be included on every page of the manual.
- B. Electronic versions shall be submitted in PDF format. All PDF electronic versions must be formatted to include bookmarks, it must be searchable and setup for easy reproduction.
- C. Content for all O&M Manuals:
1. Neatly typewritten table of contents for each volume, arranged in systematic order.
 - a. Contractor or Vendor, name of responsible principal, address and telephone number.
 - b. A list of each product required to be included, indexed to content of the volume.
 - c. List, with each product, name, address and telephone number of:
 - 1) Subcontractor or installer, manufacturer and supplier name, address and telephone number.
 - 2) A list of each product required to be included, indexed to content of the volume.

ROOF REPLACEMENT AND REPAIR FOR
WATER PRODUCTION FACILITIES PHASE 2

- 3) Identify area of responsibility of each.
 - 4) Local source of supply for parts and replacement name, address and telephone number.
 - d. Identify each product by product name and other identifying symbols as set forth in the Contract Documents.
2. Product Data:
 - a. Include only those sheets which are pertinent to the specific product.
 - b. Annotate each sheet to:
 - 1) Clearly identify specific product or part installed.
 - 2) Clearly identify data applicable to installation.
 - 3) Delete references to inapplicable information.
 - c. Operation and maintenance information as herein specified.
 - d. Record Shop Drawings as submitted and approved with all corrections made for each product.
3. Drawings:
 - a. Supplement product data with Drawings as necessary to clearly illustrate:
 - 1) Relations of component parts of equipment and systems.
 - 2) Control and flow diagrams.
 - b. Coordinate Drawings with information in Project Record Documents to assure correct illustration of completed installation.
 - c. Do not use Project Record Documents as maintenance Drawings.
4. Written text, as required to supplement product data for the particular installation:
 - a. Organize in consistent format under separate headings for different procedures.
 - b. Provide logical sequence of instructions of each procedure.
5. Copy of each warranty, bond and service contract issued.
 - a. Provide information sheet for Owner's personnel, give:
 - 1) Proper procedures in event of failure.
 - 2) Instances which might affect validity of warranties or bonds.

1.13 PROJECT CLOSEOUT

- A. Submit prior to application for final payment:
 1. Record Documents.
 2. Special bonds, Special guarantees, and Service Agreements.
 3. Releases from Agreements.
 4. Extra Materials: As required by individual specification sections.

ROOF REPLACEMENT AND REPAIR FOR WATER PRODUCTION FACILITIES PHASE 2

B. Record Documents:

1. Contractor shall reproduce and furnish one complete set of full size Contract Documents provided by Engineer. Label or stamp each record document with title "RECORD DOCUMENTS" in neat large printed letters.
2. Furnish qualified and experienced person to maintain record documents.
3. Accuracy of Records:
 - a. Coordinate changes within record documents, making legible and accurate entries on each drawing and other documents where such entry is required to show change.
 - b. The purpose of project record documents is to document factual information regarding aspects of the Work, both concealed and visible, to enable future modification of the Work to proceed without lengthy and expensive Site measurement, investigation, and examination.
4. Make entries within 24 hours after receipt of information that a change in the Work has occurred. Do not cover or conceal Work until required information is recorded.
5. Maintain documents in a clean, dry, and legible condition and in good order. Do not use record documents for construction purposes.
6. Making entries on the Drawings:
 - a. Use an erasable colored pencil to clearly describe changes by graphic line and note as required.
 - 1) Use green to show information deleted from the Drawings.
 - 2) Use red to show information added to the Drawings.
 - 3) Use blue to show notes on the Drawings.
 - b. Date all Drawing entries.
 - c. Call attention to entries by "cloud" drawing around affected areas.
 - d. Legibly mark to record actual changes made during construction including, but not limited to:
 - 1) Horizontal and vertical locations of existing and new underground facilities and appurtenances, and other underground structures, equipment or Work. Reference to at least two measurements to permanent surface improvements.
 - 2) Location of internal utilities and appurtenances concealed in the construction referenced to visible and accessible features of the structure.
 - 3) Locate existing facilities, piping, equipment, and items critical to the interface between existing physical conditions or construction and new construction.

ROOF REPLACEMENT AND REPAIR FOR
WATER PRODUCTION FACILITIES PHASE 2

- 4) Changes made by Addenda, Change Order, and Engineer's written interpretation and clarification using consistent symbols for each and showing appropriate document tracking number.
 - e. Dimensions on Schematic Layouts: Show on record documents, by dimensions, the centerline of each run of items such as are described in previous subparagraph above.
 - 1) Clearly identify the item by accurate note such as "cast iron drain," "galv water," and the like.
 - 2) Show, by symbol or note, vertical location of item ("under slab," "exposed," and the like).
 - 3) Make identifications so descriptive that it may be related reliably to the specifications.
- C. Substantial Completion: The time at which the Work has progressed to the point where, in the opinion of the Engineer and Owner, the Work is sufficiently complete, in accordance with the Contract Documents, so that the Work can be utilized for the purpose for which it is intended:
1. When Contractor considers the Work ready for its intended use, Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that the Engineer issue a certificate of Substantial Completion.
 2. 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 Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
 3. 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 list of items to be completed or corrected before final payment. Owner shall have 7-calendar 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-calendar 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-calendar 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.

ROOF REPLACEMENT AND REPAIR FOR WATER PRODUCTION FACILITIES PHASE 2

4. 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.
5. 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.

1.14 CLEANING

- A. At all times during the Work, Contractor shall keep the premises clean and orderly and, upon completion of the Work, repair all damage caused by equipment and leave the Project free of rubbish or excess materials of any kind.
- B. The Contractor shall proceed with construction cleanup on a daily basis, as construction progresses. Cleanup consists of removal of mud, oil, grease, trash, used forms, scrap, debris, excess materials, and any other items that are unsightly or can cause the tripping or slipping of workmen, ladders, or equipment. Sweep pavements as often as necessary to control the spread of debris that may result in foreign object damage potential to vehicular traffic. Conduct cleaning and disposal operations to comply with codes, ordinances, regulations, and anti-pollution laws.
- C. At completion of the Work or of a part thereof and immediately prior to Contractor's request for certificate of Substantial Completion; or if no certificate is issued, immediately prior to Contractor's notice of completion, clean entire Site or parts thereof, as applicable:
 1. Leave the Work and adjacent areas affected in a cleaned condition satisfactory to Owner.
 2. Remove grease, dirt, dust, paint or plaster splatter, stains, labels, fingerprints, and other foreign materials from exposed surfaces.
 3. Repair, patch, and touchup marred surfaces to specified finish and match adjacent surfaces.

ROOF REPLACEMENT AND REPAIR FOR
WATER PRODUCTION FACILITIES PHASE 2

- 4. Broom clean exterior paved driveways and parking areas.
- 5. Hose clean sidewalks, loading areas, and others contiguous with principal structures.
- D. Use only cleaning materials recommended by manufacturer of surfaces to be cleaned.

PART 2 PRODUCTS

2.01 GENERAL

- A. Provide manufacturer's standard materials suitable for service conditions, unless otherwise specified in the individual specifications.
- B. Where product specifications include a named manufacturer, with or without model number, and also include performance requirements, named manufacturer's products must meet the performance specifications. Modify standard products as necessary to meet the performance requirements.
- C. Unless otherwise specified, two or more items of the same type shall be identical, by the same manufacturer, and interchangeable.
- D. Equipment, Components, Systems, and Subsystems: Design and manufacture with due regard for health and safety of operation, maintenance, and accessibility, durability of parts, and shall comply with applicable OSHA, state, and local health and safety regulations. Manufacture parts to U.S.A. standard sizes and gauges.
- E. Regulatory Requirement: Coating materials shall meet federal, state, and local requirements limiting the emission of volatile organic compounds and for worker exposure.
- F. Safety Guards: Provide for all belt or chain drives, fan blades, couplings, or other moving or rotary parts. Cover rotating part on all sides. Design for easy installation and removal. Use 16 gauge or heavier; galvanized steel, aluminum coated steel, or galvanized or aluminum coated 1/2-inch mesh expanded steel. Provide galvanized steel accessories and supports, including bolts. For outdoors application, prevent entrance of rain and dripping water.
- G. Authority Having Jurisdiction (AHJ):
 - 1. Provide the Work in accordance with NFPA 70, National Electrical Code (NEC). Where required by the AHJ, material and equipment shall be labeled or listed by a nationally recognized testing laboratory or other organization acceptable to the AHJ in order to provide a basis for approval under NEC.

ROOF REPLACEMENT AND REPAIR FOR WATER PRODUCTION FACILITIES PHASE 2

2. Materials and equipment manufactured within the scope of standards published by UL shall conform to those standards and shall have an applied UL listing mark.
- H. Components and Materials in Contact with Water for Human Consumption: Comply with the requirements of the Safe Drinking Water Act and other applicable federal, state, and local requirements. Provide certification by manufacturer or an accredited certification organization recognized by the Authority Having Jurisdiction that components and materials comply with the maximum lead content standard in accordance with NSF/ANSI 61 and NSF/ANSI 372.
 1. Use or reuse of components and materials without a traceable certification is prohibited.
- I. No lead product shall be used on this Project. The use of solder or paint which contains lead is not acceptable on this Project.
- J. No asbestos, or products containing asbestos, shall be used on this Project.
- K. The Contractor shall not use toxic substances. The Contractor shall request approval from the Owner in writing if the use of toxic substances is required.

PART 3 EXECUTION

3.01 SITE CONDITIONS

- A. The Contractor acknowledges satisfaction as to the nature and location of the Work, the general and local conditions, particularly those bearing upon availability of transportation, access to the site, disposal, handling and storage of materials, availability of labor, water, electric power, roads, and uncertainties of weather, or similar physical conditions at the site, the conformation and conditions of the ground, the character of equipment and facilities needed preliminary to and during the prosecution of the Work, and all other matters which can in any way affect the Work or the cost thereof.
- B. The Contractor further acknowledges satisfaction as to character, quality, and quantity of surface and subsurface materials to be encountered from his inspection of the site and from reviewing any available records furnished by the Owner. Failure by the Contractor to become acquainted with the physical conditions of the site and all the available information will not relieve the Contractor from responsibility for properly estimating the difficulty or cost of successfully performing the Work.

ROOF REPLACEMENT AND REPAIR FOR
WATER PRODUCTION FACILITIES PHASE 2

- C. The Contractor warrants that, as a result of examination and investigation of all the aforesaid data, the Contractor can perform the Work in a good and workmanlike manner and to the satisfaction of the Owner.

3.02 INSTALLATION

- A. Install the Work in accordance with NECA Standard of Installation, unless otherwise specified.
- B. Repaint painted surfaces that are damaged prior to equipment acceptance.
- C. Do not cut or notch any structural member or building surface without specific approval of Owner and Engineer.
- D. Handle, install, connect, clean, condition, and adjust products in accordance with manufacturer's instructions, and as may be specified. Retain a copy of manufacturers' instruction at Site, available for review at all times.
- E. For material and equipment specifically indicated or specified to be reused in the Work:
 - 1. Use special care in removal, handling, storage, and reinstallation to assure proper function in the completed Work.
 - 2. Arrange for transportation, storage, and handling of products that require offsite storage, restoration, or renovation. Include costs for such Work in the Contract Price.

3.03 MANUFACTURER'S FIELD SERVICES

- A. When required by an individual specification section, furnish Manufacturer's Field Services as specified herein to meet the requirements of this section.
- B. Contractor shall notify Owner and Engineer of schedule for manufacturer's field services. Field services shall be scheduled to avoid conflicts with other portions of the work. Contractor shall determine that conditions necessary to allow successful installation and testing have been met prior to scheduling manufacturer's field services. Allow for multiple sessions when several shifts are involved. Adjust schedule to ensure training of appropriate personnel as deemed necessary by Owner, and to allow full participation by manufacturers' representatives. Adjust schedule for interruptions in operability of equipment.
- C. Authorized representative of the manufacturer shall be factory trained and experienced in the technical applications, installation, operation, and maintenance of respective equipment, subsystem, or system, with full authority by the equipment manufacturer to issue the certifications required of the manufacturer.

ROOF REPLACEMENT AND REPAIR FOR WATER PRODUCTION FACILITIES PHASE 2

- D. A person-day is defined as one person working for 8 hours within regular Contractor working hours. Where time is necessary in excess of that stated in the specifications for manufacturers' services, or when a minimum time is not specified, time required to perform specified services shall be considered incidental.
- E. Manufacturer's onsite services shall include:
 - 1. Assistance during product installation to include observation, guidance, instruction of Contractor's assembly, erection, installation or application procedures.
 - 2. Inspection, checking, and adjustment as required for product to function as warranted by manufacturer and necessary to furnish Manufacturer's Certificate of Proper Installation.
 - 3. Providing, on a daily basis, copies of manufacturers' representatives field notes and data to Owner and Engineer.
 - 4. Revisiting the Site as required to correct problems and until installation and operation are acceptable to Owner and Engineer.
 - 5. Resolution of assembly or installation problems attributable to or associated with respective manufacturer's products and systems.
 - 6. Assistance during functional and performance testing, and facility startup and evaluation.
 - 7. Training of Owner's personnel in the operation and maintenance of respective product as required.
- F. Complete and sign a Manufacturer's Certificate of Proper Installation form, a copy of which is attached to this section. Such form shall certify signing party is a duly authorized representative of manufacturer, is empowered by manufacturer to inspect, approve, and operate their equipment and is authorized to make recommendations required to ensure equipment is complete and operational.

3.04 MANUFACTURER'S CERTIFICATE OF COMPLIANCE

- A. When so specified, a Manufacturer's Certificate of Compliance, a copy of which is attached to this section, shall be completed in full, signed by entity supplying the product, material, or service, and submitted prior to shipment of product or material or execution of the services. Such form shall certify proposed product, material, or service complies with all specifications. Attach supporting reference data, affidavits, and certifications as appropriate.

ROOF REPLACEMENT AND REPAIR FOR
WATER PRODUCTION FACILITIES PHASE 2

3.05 SUPPLEMENTS

A. The supplements listed below, following “End of Section,” are part of this specification:

1. Form: Manufacturer’s Certificate of Compliance.
2. Form: Manufacturer’s Certificate of Proper Installation.

END OF SECTION

ROOF REPLACEMENT AND REPAIR FOR
WATER PRODUCTION FACILITIES PHASE 2

MANUFACTURER'S CERTIFICATE OF COMPLIANCE

OWNER: _____ PRODUCT, MATERIAL, OR SERVICE
PROJECT NAME: _____ SUBMITTED: _____
PROJECT NO: _____

Comments: _____

I hereby certify that the above-referenced product, material, or service called for by the Contract for the named Project will be furnished in accordance with all applicable requirements. I further certify that the product, material, or service are of the quality specified and conform in all respects with the Contract requirements, and are in the quantity shown.

Date of Execution: _____, 20____

Manufacturer: _____

Manufacturer's Authorized Representative (*print*): _____

(Authorized Signature)

ROOF REPLACEMENT AND REPAIR FOR
WATER PRODUCTION FACILITIES PHASE 2

MANUFACTURER'S CERTIFICATE OF PROPER INSTALLATION

OWNER _____ EQPT SERIAL NO: _____

EQPT TAG NO: _____ EQPT/SYSTEM: _____

PROJECT NO: _____ SPEC. SECTION: _____

I hereby certify that the above-referenced equipment/system has been:

(Check Applicable)

- ☐ Installed in accordance with Manufacturer's recommendations.
- ☐ Inspected, checked, and adjusted.
- ☐ Serviced with proper initial lubricants.
- ☐ Electrical and mechanical connections meet quality and safety standards.
- ☐ All applicable safety equipment has been properly installed.
- ☐ Functional tests.
- ☐ System has been performance tested, and meets or exceeds specified performance requirements. (When complete system of one manufacturer)

Note: Attach any performance test documentation from manufacturer.

Comments: _____

I, the undersigned Manufacturer's Representative, hereby certify that I am (i) a duly authorized representative of the manufacturer, (ii) empowered by the manufacturer to inspect, approve, and operate their equipment and (iii) authorized to make recommendations required to ensure equipment furnished by the manufacturer is complete and operational, except as may be otherwise indicated herein. I further certify that all information contained herein is true and accurate.

Date: _____, 20__

Manufacturer: _____

By Manufacturer's Authorized Representative: _____

(Authorized Signature)

SECTION 02 41 00
DEMOLITION

PART 1 GENERAL

1.01 REFERENCES

- A. The following is a list of standards which may be referenced in this section:
1. Air-Conditioning, Heating, and Refrigeration Institute (AHRI): Guideline K, Containers for Recovered Non-flammable Fluorocarbon Refrigerants.
 2. American National Standards Institute (ANSI): A10.6, Safety Requirements for Demolition Operations.
 3. Occupational Safety and Health Administration (OSHA), U.S. Code of Federal Regulations (CFR) Title 29 Part 1926—Occupational Safety and Health Regulations for Construction.
 4. Environmental Protection Agency (EPA), U.S. Code of Federal Regulations (CFR), Title 40:
 - a. Part 61—National Emission Standards for Hazardous Air Pollutants.
 - b. Part 82—Protection of Stratospheric Ozone.
 - c. Part 273—Standards for Universal Waste Management.

1.02 DEFINITIONS

- A. ACM: Asbestos-containing material.
- B. Demolition: Dismantling, razing, destroying, or wrecking of any fixed building or structure or any part thereof. Demolition also includes removal of pipes, manholes tanks, conduit, and other underground facilities, whether as a separate activity or in conjunction with construction of new facilities.
- C. Modify: Provide all necessary material and labor to modify an existing item to the condition indicated or specified.
- D. Relocate: Remove, protect, clean and reinstall equipment, including electrical, instrumentation, and all ancillary components required to make the equipment fully functional, to the new location identified on the Drawings.
- E. Renovation: Altering a facility or one or more facility components in any way.

ROOF REPLACEMENT AND REPAIR FOR WATER PRODUCTION FACILITIES PHASE 2

- F. Salvage/Salvageable: Remove and deliver, to the specified location(s), the equipment, building materials, or other items so identified to be saved from destruction, damage, or waste; such property to remain that of Owner. Unless otherwise specified, title to items identified for demolition shall revert to Contractor.
- G. Universal Waste Lamp: In accordance with 40 CFR 273, the bulb or tube portion of an electric lighting device, examples of which include, but are not limited to, fluorescent, high-intensity discharge, neon, mercury vapor, high-pressure sodium, and metal halide lamps.
- H. Universal Waste Thermostat: A temperature control device that contains metallic mercury in an ampule attached to a bimetal sensing element, and mercury-containing ampules that have been removed from these temperature control devices in compliance with the requirements of 40 CFR 273.

1.03 SUBMITTALS

- A. Informational Submittals:
 - 1. Submit proposed Demolition/Renovation Plan, in accordance with requirements specified herein, for approval before such Work is started.
 - 2. Submit copies of any notifications, authorizations and permits required to perform the Work.

1.04 REGULATORY AND SAFETY REQUIREMENTS

- A. When applicable, demolition Work shall be accomplished in strict accordance with 29 CFR 1926-Subpart T.
- B. Comply with federal, state, and local hauling and disposal regulations. In addition to the requirements of the General Conditions, Contractor's safety requirements shall conform to ANSI A10.6.
- C. Furnish timely notification of this renovation project to applicable federal, state, regional, and local authorities in accordance with 40 CFR 61-Subpart M.

1.05 DEMOLITION/RENOVATION PLAN

- A. Demolition/Renovation Plan shall provide for safe conduct of the Work and shall include:
 - 1. Detailed description of methods and equipment to be used for each operation.

ROOF REPLACEMENT AND REPAIR FOR
WATER PRODUCTION FACILITIES PHASE 2

2. The Contractor's planned sequence of operations, including coordination with other work in progress.
 3. Procedures for removal and disposition of materials specified to be salvaged.
 4. Disconnection schedule of utility services, if any.
 5. Specific plans and proposed materials to achieve temporary weather protection as specified herein.
- B. Include statements affirming Contractor inspection of the existing roof deck, floors, walls, and framing members, and their suitability to perform as a safe working platform or, if inspection reveals a safety hazard to workers, state provisions for securing the safety of the workers throughout the performance of the Work.

1.06 SEQUENCING AND SCHEDULING

- A. The Work of this specification shall not commence until Contractor's Demolition/Renovation Plan has been approved by Engineer.
- B. Include the Work of this specification in the progress schedule, as specified in Section 01 00 01, General Requirements.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 EXISTING FACILITIES TO BE DEMOLISHED OR RENOVATED

- A. Facilities: Portions of buildings and other areas scheduled for selective demolition, partial demolition, and renovation Work are as shown.
- B. Utilities and Related Equipment:
1. Notify Engineer and Owner or appropriate utilities to turn off affected services at least 48 hours before starting demolition or renovation activities.
 2. Remove existing utilities as indicated and terminate in a manner conforming to the nationally recognized code covering the specific utility and approved by Engineer.
 3. When utility lines are encountered that are not indicated on the Drawings, notify Engineer and Owner prior to further work in that area.
 4. Remove meters and related equipment and deliver to a location as determined by the Owner.
 5. Provide a permanent leak-proof closure for water and gas lines.

ROOF REPLACEMENT AND REPAIR FOR WATER PRODUCTION FACILITIES PHASE 2

C. Reroofing:

1. Remove existing roof systems as shown on the Drawings to roof deck.
2. Remove and replace TPO or modified bituminous roofing as required by the roofing system manufacturer to connect with new flashing or roofing and maintain existing roof warranties and watertight condition.
3. Cut existing membranes, coverboard, and insulation along straight lines.
4. Sequence Work to minimize building exposure between the time of existing roof removal and new roof material installation. Install temporary roofing and flashing as necessary to maintain a watertight condition throughout the course of the Work.
5. Remove temporary roofing and flashing prior to installation of permanent roof system materials unless otherwise approved by Engineer.
6. The existing deck and support structure has been determined to be deteriorated such that its ability to support foot traffic and construction load is unknown. Make provisions for worker safety during removal of existing materials and installation of new materials as specified in Article Regulatory and Safety Requirements. Sequence the Work to minimize hazard to workers.
7. Refer to Sections 06 10 00, Rough Carpentry; Section 07 52 16, SBS-Modified Bituminous Membrane Roofing; Section 07 54 23, Thermoplastic Membrane Roofing; Section 07 62 00, Sheet Metal Flashing and Trim; and Section 07 70 01, Roof Specialties and Accessories for details regarding new roofing materials and installation.

D. Patching:

1. Where removals leave holes and damaged surfaces exposed in the finished Work, patch and repair to match adjacent finished surfaces as to texture and finish.
2. Where new Work is to be applied to existing surfaces, perform removals and patching in a manner to produce surfaces suitable for receiving new Work. Replace damaged or deteriorated wood nailers or blocking with pressure treated wood material as specified.
3. Patching shall be as specified and indicated, and shall include:
 - a. Fill holes and depressions caused by previous physical damage or left as a result of removals in existing masonry, concrete, wood, stucco or wallboard walls with an approved patching material, applied in accordance with the manufacturer's printed instructions.

ROOF REPLACEMENT AND REPAIR FOR
WATER PRODUCTION FACILITIES PHASE 2

E. Electrical:

1. Cut off concealed or embedded conduit, boxes, or other materials a minimum of 3/4 inch below final finished surface.
2. When removing designated equipment, conduit and wiring may require rework to maintain service to other equipment.
3. Rework existing circuits, or provide temporary circuits as necessary during renovation to maintain service to existing lighting and equipment not scheduled to be renovated. Existing equipment and circuiting shown are based upon limited field surveys. Verify existing conditions, make all necessary adjustments, and record the Work on the Record Drawings. This shall include, but is not limited to, swapping and other adjustments to branch circuits and relocation of branch circuit breakers within panelboards as required to accomplish the finished work.
4. Reuse of existing luminaires, devices, conduits, boxes, or equipment will be permitted only where specifically indicated.
5. Raceways and cabling not scheduled for reuse.
6. Inaccessibly Concealed: Cut off and abandon in place.
7. Exposed or Concealed Above Accessible Ceilings: Remove.
8. Raceways and Cabling Scheduled for Future Use: Cap/seal and tag.
9. Relocating Equipment: Extend existing wiring or run new wiring from the source.
10. Where the existing raceway is concealed, the outlet box shall be cleaned, and a blank cover plate installed.
11. Where the concealed raceway is uncovered remove raceway (or extended to new location if appropriate).
12. Provide new typewritten panelboard circuit directory cards.

F. Universal Waste Lamps and Thermostats: Manage, contain, package, and label in strict accordance with 40 CFR 273.

3.02 PROTECTION

A. Building Occupancy: Refer to Section 01 00 01, General Requirements, for specific requirements related to concurrent occupancy of facilities to be partially demolished.

B. Dust and Debris Control:

1. Prevent the spread of dust and debris to occupied portions of the building and avoid the creation of a nuisance or hazard in the surrounding area. Do not use water if it results in hazardous or objectionable conditions such as, but not limited to, ice, flooding, or pollution.

ROOF REPLACEMENT AND REPAIR FOR WATER PRODUCTION FACILITIES PHASE 2

2. Vacuum and dust the Work area daily.
 3. Sweep pavements as often as necessary to control the spread of debris that may result in foreign object damage potential to vehicular traffic.
- C. Traffic Control Signs: Where pedestrian and driver safety is endangered in the area of removal Work, use traffic barricades with flashing lights.
- D. Existing Work:
1. Survey the site and examine the Drawings and Specifications to determine the extent of the Work before beginning any demolition or renovation.
 2. Take necessary precautions to avoid damage to existing items scheduled to remain in place, to be reused, or to remain the property of Owner; any Contractor-damaged items shall be repaired or replaced as directed by Engineer.
 3. Provide temporary weather protection during interval between removal of existing exterior surfaces and installation of new to ensure that no water leakage or damage occurs to structure or interior areas of existing building.
 4. Ensure that structural elements are not overloaded as a result of or during performance of the Work. Responsibility for additional structural elements or increasing the strength of existing structural elements as may be required as a result of any Work performed under this Contract shall be that of the Contractor. Repairs, reinforcement, or structural replacement must have Engineer approval.
 5. Do not overload pavements to remain.
- E. Weather Protection: For portions of the building scheduled to remain, protect building interior and materials and equipment from weather at all times. Where removal of existing roofing is necessary to accomplish the Work, have materials and workmen ready to provide adequate and temporary covering of exposed areas so as to ensure effectiveness and to prevent loss.
- F. Trees: Protect trees within the Site that might be damaged during demolition and are indicated to be left in place, by a 6-foot-high fence. The fence shall be securely erected a minimum of 5 feet from the trunk of individual trees or follow the outer perimeter of branches or clumps of trees. Any tree designated to remain that is damaged during the Work shall be replaced in kind, as approved by the Engineer.

ROOF REPLACEMENT AND REPAIR FOR WATER PRODUCTION FACILITIES PHASE 2

G. Facilities:

1. Protect electrical and mechanical services and utilities. Where removal of existing utilities and pavement is specified or indicated, provide approved barricades, temporary covering of exposed areas, and temporary services or connections for electrical and mechanical utilities.
2. Floors, roofs, walls, columns, pilasters, and other structural elements that are designed and constructed to stand without lateral support or shoring, and are determined by Contractor to be in stable condition, shall remain standing without additional bracing, shoring, or lateral support until demolished, unless directed otherwise by the Engineer.
3. Protect all facility elements not scheduled for demolition.
4. Provide interior shoring, bracing, or support to prevent movement, settlement, or collapse of structure or element to be demolished and adjacent facilities.

H. Protection of Personnel:

1. During demolition, continuously evaluate the condition of the structure being demolished and take immediate action to protect all personnel working in and around the demolition site.
2. Provide temporary barricades and other forms of protection to protect Owner's personnel and the general public from injury due to demolition Work.
3. Provide protective measures as required to provide free and safe passage of Owner's personnel and the general public to occupied portions of the structure.

3.03 BURNING

- A. The use of burning at the Site for the disposal of refuse and debris will not be permitted.

3.04 RELOCATIONS

- A. Perform the removal and reinstallation of relocated items as indicated with workmen skilled in the trades involved. Clean all items to be relocated prior to reinstallation, to the satisfaction of Engineer. Repair items to be relocated which are damaged or replace damaged items with new undamaged items as approved by Engineer.

3.05 TITLE TO MATERIALS

- A. All salvaged equipment and materials will remain the property of Owner.
- B. All items designated to be removed shall become the property of Contractor.

ROOF REPLACEMENT AND REPAIR FOR WATER PRODUCTION FACILITIES PHASE 2

- C. Title to equipment and materials resulting from renovation is vested in the Contractor upon approval by Engineer of Contractor's Demolition/Renovation Plan, and the resulting authorization by Engineer to begin renovation.

3.06 DISPOSITION OF MATERIAL

- A. Do not remove equipment and materials without approval of Contractor's Demolition/Renovation Plan by Engineer.
- B. Salvage equipment to the maximum extent possible.
- C. Remove salvaged items in a manner to prevent damage, and pack or crate to protect the items from damage while in storage or during shipment. Properly identify containers as to contents.
- D. Repair or replace, at the discretion of Engineer, items damaged during removal or storage.
- E. Owner will not be responsible for the condition or loss of, or damage to, property scheduled to become Contractor's property after Engineer's authorization to begin renovation. Materials and equipment shall not be viewed by prospective purchasers or sold on the site.

3.07 REUSE OF MATERIALS AND EQUIPMENT

- A. Properly store and maintain equipment and materials in same condition as when removed.
- B. Store equipment and material designated to be reused in a location designated by Owner.
- C. Equipment and material designated to be reused shall be cleaned, serviced and checked for proper operability before being put back into service.
- D. Engineer will determine condition of equipment and materials prior to removal.

3.08 SPECIALIZED SALVAGE

- A. Ozone Depleting Substances (ODS):
 - 1. Class I and Class II ODS are defined in Section 602(a) and (b), of The Clean Air Act. Prevent discharge of Class I and Class II ODS to the atmosphere. Place recovered ODS in cylinders meeting AHRI Guideline K suitable for the type ODS (filled to no more than 80 percent capacity) and provide appropriate labeling.

ROOF REPLACEMENT AND REPAIR FOR
WATER PRODUCTION FACILITIES PHASE 2

2. Dispose of all Class I and Class II ODS refrigerants in accordance with the Clean Air Act Amendment of 1990.
 3. Products, equipment and appliances containing ODS in a sealed, self-contained system (e.g., residential refrigerators and window air conditioners) shall be disposed of in accordance with 40 CFR 82.
- B. Fire Suppression Containers: Fire suppression system cylinders and canisters with electrical charges or initiators shall be deactivated prior to shipment. Also, safety caps shall be used to cover exposed actuation mechanisms and discharge ports on these special cylinders.

3.09 UNSALVAGEABLE MATERIAL

- A. Combustible material shall be disposed of off the Site.
- B. Universal Waste Lamps and Thermostats: Dispose of in strict accordance with 40 CFR 273.

3.10 CLEANUP

- A. Debris and rubbish shall be removed and transported in a manner that prevents spillage on streets or adjacent areas. Local regulations regarding hauling and disposal shall apply.

END OF SECTION

SECTION 06 10 00
ROUGH CARPENTRY

PART 1 GENERAL

1.01 REFERENCES

- A. The following is a list of standards which may be referenced in this section:
1. American Wood Council (AWC): 2, National Design Specification for Wood Construction.
 2. American Lumber Standards Committee's Board of Review (ALSC).
 3. American Wood Preservers' Association (AWPA):
 - a. U1, User Specification for Treated Wood.
 - b. M4, Standard for the Care of Preservative-Treated Wood Products.
 4. ASTM International (ASTM):
 - a. A153/A153M, Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware.
 - b. A307, Standard Specification for Carbon Steel Bolts, Studs, and Threaded Rod 60,000 PSI Tensile Strength.
 - c. E84, Standard Test Method for Surface Burning Characteristics of Building Materials.
 - d. F1667, Standard Specification for Driven Fasteners: Nails, Spikes, and Staples.
 5. International Code Council (ICC): ESR-1539, Power-Driven Staples and Nails.
 6. National Fire Protection Association (NFPA): 255, Standard Method of Test of Surface Burning Characteristics of Building Materials.
 7. Southern Pine Inspection Bureau (SPIB): 1003, Grading Rules.
 8. UL: 723, Standard for Test for Surface Burning Characteristics of Building Materials.
 9. U.S. Department of Commerce—Voluntary Product Standard (DOC): PS 20, American Softwood Lumber Standard.
 10. Western Wood Products Association (WWPA): G5, Western Lumber Grading Rules.

1.02 DEFINITIONS

- A. ALSC: American Lumber Standards Committee's Board of Review.
- B. AWC: American Wood Council.
- C. CPA: Composite Panel Association.

ROOF REPLACEMENT AND REPAIR FOR WATER PRODUCTION FACILITIES PHASE 2

- D. DOC: Department of Commerce.
- E. SPIB: Southern Pine Inspection Bureau.

1.03 SUBMITTALS

A. Action Submittals:

1. Product Data: Indicate component materials and dimensions, and include construction and application details for the following:
 - a. Underlayment.
 - b. Sheathing.
 - c. Metal framing anchors.
 - d. Construction adhesives.
 - e. Construction panel thickness where not shown.

B. Informational Submittals:

1. ICC Evaluation Service Reports, including the following as a minimum:
 - a. Connections and Fasteners.
 - b. Wood Treatment.
 - c. Nails.
 - d. Wood Framing.
 - e. Structural Panels.
 - f. Shear Wall Panels.
2. Wood treatment manufacturer's instructions for handling, storing, installation, and finishing of treated material.
3. Material Certificates: Showing species and grade selected for dimension lumber for each use.
 - a. Material certificates for dimensional lumber in compliance with allowable unit stresses. Show species and grade selected for each use as well as design values approved by the ALSC's Board of Review.
 - b. For each type of preservative-treated wood product, include certification by treatment plant stating type of preservative solution and pressure process used, net amount of preservative retained, and compliance with applicable standards.
 - c. For waterborne-treated products include statement that moisture content of treated materials was reduced to levels indicated prior to shipment to Site.
4. Material test reports from testing laboratory showing and interpreting test results in accordance with test methods UL 723, NFPA 255, and ASTM E84, relative to fire-retardant treated wood products.

ROOF REPLACEMENT AND REPAIR FOR
WATER PRODUCTION FACILITIES PHASE 2

1.04 DELIVERY, STORAGE, AND HANDLING

- A. Upon delivery to Site, immediately place materials in area protected from weather. Do not store seasoned materials in wet or damp areas.
- B. Protect sheet materials from breaking corners and damaging surfaces while unloading.
- C. Store materials a minimum of 6 inches above ground on framework or blocking and cover with waterproof covering, providing for adequate air circulation and ventilation. Store sheet materials flat, not on edge.
- D. Protect fire-retardant materials against high humidity and moisture during storage and erection.
- E. For lumber and plywood pressure treated with waterborne chemicals, place spacers between each bundle to provide air circulation.
- F. Store materials for which maximum moisture content is specified in areas where humidity can be controlled.

PART 2 PRODUCTS

2.01 GENERAL

- A. Lumber Standards:
 - 1. In accordance with DOC PS 20 and applicable grading rules and wood species certified by ALSC.
 - 2. Design values for wood members equal to those published in supplement to AWC 2.
 - 3. Stamp or brand each unexposed piece of lumber with grade, species, and moisture content at time of mill surfacing.
 - 4. Furnish exposed lumber pieces with grade stamps applied to ends or back of each piece. If completely exposed, and permitted by local building jurisdiction, omit grade stamps entirely.
- B. Lumber sizes shown on the Drawings are nominal, unless shown otherwise. Provide actual sizes as required by DOC PS 20 for use.
- C. Dressed lumber S4S, unless shown otherwise on the Drawings.
- D. Moisture content of lumber not to exceed 19 percent, unless otherwise specified and marked "DRY".
- E. Each plywood panel identified with designated grade trademark of APA.

ROOF REPLACEMENT AND REPAIR FOR WATER PRODUCTION FACILITIES PHASE 2

2.02 LUMBER

- A. Framing Lumber: Douglas Fir-Larch, No. 1 or better unless indicated otherwise below:

Usage	Minimum Grade
Plates, sills, blocking, furring, braces, and nailers	Douglas Fir-Larch No. 2, Hemlock, Southern Pine Stud grade, nondense

2.03 PRESERVATIVE WOOD TREATMENT BY PRESSURE PROCESS

- A. Where lumber or plywood is indicated as preservative-treated wood, in accordance with AWP A U1 and AWP A M4, mark and grade each treated item in accordance with SPIB 1003 or WWP A G5.
1. Kiln-dry after treatment to maximum moisture content of 19 percent.
 2. Treat wood in contact with roofing or flashing.
 3. Treat wood in contact with masonry or concrete.
 4. Treat wood less than 18 inches above grade.
- B. Aboveground Materials:
1. Pressure treat items with waterborne preservatives to a minimum retention of 0.25 per cubic foot.
 2. Interior Use: After treatment, kiln-dry lumber and plywood to maximum moisture content of 19 percent and 15 percent respectively.
 3. Treat the following items:
 - a. Wood cants, nailers, curbs, equipment support bases, blocking, stripping, and similar members in connection with roofing, flashing, vapor barriers, and waterproofing.
 - b. Wood sills, sleepers, blocking, furring, stripping, and similar concealed members in contact with masonry or concrete.
 - c. Wood framing members less than 18 inches above grade.
 - d. Wood floor plates installed over concrete slabs directly in contact with earth.
- C. Materials in Contact with Ground or Freshwater: Pressure treat in accordance with applicable AWP A U1.
- D. Complete fabrication of treated items prior to treatment, where possible. If cut after treatment, coat cut surfaces to comply with AWP A M4. Inspect each piece of lumber or plywood after drying and discard damaged or defective pieces.

2.04 HARDWARE

- A. Fasteners and connectors in contact with preservative-treated or fire-retardant-treated wood shall be hot-dipped zinc-coated galvanized steel or stainless steel in accordance with ASTM A153/A153M.
- B. Conform to ASTM F1667.
- C. Nails:
 - 1. Conform to ASTM F1667.
 - 2. Steel common nails or alternatives listed in rough carpentry section of General Structural Notes found on the Drawings.
 - 3. Use hot-dipped zinc-coated nails wherever exposed.
 - 4. Use deformed shank nails for fastening underlayment.
- D. Staples: Conform to ASTM F1667, galvanized where exposed.
- E. Power Driven Fasteners: Conform to ICC ESR-1539.
- F. Bolts and Screws: Conform to ASTM A307, galvanized where exposed.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify surfaces to receive rough carpentry materials are prepared to exact grades and dimensions.

3.02 GENERAL

- A. Lay out, cut, fit, and install rough carpentry items. Anchor sufficiently to ensure rigidity and permanence.
- B. Install items accurate to dimension, true to line, level, and square unless shown otherwise on the Drawings. Provide for installation and support of other Work.
- C. Discard units of material with defects that impair quality of rough carpentry construction and that are too small to use in fabricating rough carpentry with minimum joints or optimum joint arrangement.
- D. Countersink nailheads on exposed carpentry work and fill holes.

ROOF REPLACEMENT AND REPAIR FOR WATER PRODUCTION FACILITIES PHASE 2

- E. Make provisions for temporary construction loads, and provide temporary bracing sufficient to maintain structure in true alignment and safe condition until completion of erection and installation of permanent bracing.
- F. Field treat field cuts and holes in pressure-treated lumber with preservative in accordance with AWPAC M4.
- G. Holes: 1/16-inch larger than nominal bolt diameter, except provide holes for cast-in-place anchor bolts 3/16-inch larger than nominal bolt diameter.
 - 1. Enlarge tight holes requiring forcible driving of bolts by reaming.
- H. Provide washers under bolt heads and nuts bearing on wood.

3.03 INSTALLATION

- A. Blocking:
 - 1. Install in continuous, staggered horizontal row where shown on the Drawings or required by code.
 - 2. Locate blocking to facilitate installation of finishing materials, fixtures, specialty items, hardware, and trim.

3.04 PRESERVATIVE-TREATED WOOD PRODUCTS

- A. Provide preservative-treated wood for framing, blocking, furring, nailing strips built into exterior masonry walls, wood in contact with concrete or masonry and in conjunction with gravel stops, and built-up roofing.
- B. Apply two brush coats of same preservative used in original treatment to sawed or cut surfaces of treated lumber.

END OF SECTION

SECTION 07 14 00
FLUID-APPLIED WATERPROOFING

PART 1 GENERAL

1.01 SUBMITTALS

A. Action Submittals:

1. Shop Drawings: Copies of manufacturer's literature for products proposed.
2. Samples:
 - a. Cured membrane and coating system applied to 12-inch square by 1/4-inch-thick plywood or similar rigid base.
 - b. Sample of each color and coating to be used on Project.

B. Informational Submittals:

1. Certification: Compliance with product requirements specified.
2. Sample copy of guarantee to be provided. Upon completion and acceptance of the Work required by this section, submit an executed copy of the guarantee.
3. Applicator approval letter from membrane manufacturer.

1.02 QUALITY ASSURANCE

- A. Applicator:** Approved and licensed by fluid applied waterproofing manufacturer.

1.03 DELIVERY, STORAGE, AND HANDLING

- A.** Deliver materials to Project Site in sealed, undamaged containers. Identify each container with material name, date of manufacture, and lot number.
- B.** Store material in dry area out of direct sunlight. Storage area temperature shall not exceed 90 degrees F.

1.04 ENVIRONMENTAL REQUIREMENTS

- A.** Perform Work only when existing and forecasted weather conditions are within limits established by manufacturer of materials and products used.
- B.** Proceed with installation only when substrate construction and preparation work is complete and in condition to receive waterproofing.

ROOF REPLACEMENT AND REPAIR FOR WATER PRODUCTION FACILITIES PHASE 2

1.05 SPECIAL GUARANTEE

- A. Furnish manufacturer's extended guarantee or warranty, with Owner named as beneficiary, in writing, as Special Guarantee. Special Guarantee shall provide for correction or, at the option of Owner, removal and replacement of Work specified in this specification section found defective during a period of 3 years after date of Substantial Completion. Duties and obligations for correction or removal and replacement of defective Work shall be as specified in the General Conditions.

PART 2 PRODUCTS

2.01 MEMBRANE

- A. Polyurethane elastomer-based fluid applied waterproofing membrane.
- B. Manufacturers and Product:
 - 1. Sonneborn a Division of BASF, Shakopee, MN; HLM 5000.
 - 2. W.R. Grace & Co., Cambridge, MA; Procor 20.
 - 3. Pecora Corp., Harleyville, PA; Duramem V500.

2.02 RELATED MATERIALS

- A. As follows, compatible with components produced by membrane manufacturer:
 - 1. Primers: As recommended by membrane manufacturer for type of substrate involved.
 - 2. Sealants: Low modulus, unmodified polyurethane or as recommended by membrane manufacturer.
 - 3. Backer Rod: Expanded polyethylene rod as manufactured by Dow Chemical, Ethafoam.
 - 4. Flashing Reinforcement: Woven, uncoated fiberglass mesh on 0.050-inch thick precured neoprene.

PART 3 EXECUTION

3.01 CONDITIONS OF SURFACES

- A. Verify curing methods used for concrete are compatible with membrane system.

3.02 PREPARATION

- A. Cleaning:
 - 1. Thoroughly clean surfaces to receive membrane following membrane manufacturer's recommendations.
 - 2. Treat as necessary to remove laitance, loose material on surface, grease, oil, and other contaminants that will affect bond of the membrane.
 - 3. Vacuum clean or clear water wash surfaces and allow to dry completely.
- B. Fill voids and control joints with sealant and overcoat with nonflow membrane material. Fill or coat visible shrinkage cracks to minimum 2 inches either side of crack.
- C. Use drop cloths or masking as required for protection of adjacent surfaces.

3.03 FLASHINGS-FLUID APPLIED

- A. Unless Drawings establish more restrictive requirements, the following minimum requirements apply:
 - 1. Fill construction joint voids at intersections of vertical and horizontal walls with backer rod and sealant in accordance with requirements of membrane manufacturer.
 - 2. Nonreinforced Flashing:
 - a. Install nonreinforced flashing at construction joints not subject to movement, at all intersecting surfaces that are structurally and rigidly connected, and at all piping or other penetrations through membraned surface that do not require reinforced flashing.
 - b. Apply 50-mil minimum dry film thickness of membrane for 4 inches minimum onto adjacent surfaces.
 - c. At intersections of membrane with vertical walls, piping penetrations, and at projections through horizontal membrane, extend flashing coat to a height not greater than finished horizontal surface, with due allowance for installation of sealant work. Trowel a 1-inch-high, 45-degree cant at meeting angle using nonflowing membrane material.
 - d. At projections through a vertical membrane, extend flashing coat 4 inches minimum onto penetrating element.
 - 3. Reinforced Flashing:
 - a. Apply flashing reinforcement over cracks, expansion and control joints, and at changes of plane where adjacent surfaces are not structurally and rigidly connected and also at penetrations through a membrane surface.

ROOF REPLACEMENT AND REPAIR FOR WATER PRODUCTION FACILITIES PHASE 2

- b. Apply 50-mil dry film thickness embedment coat of membrane to surfaces to be flashed. Extend 6 inches minimum out onto adjacent deck surface.
- c. Embed reinforcement in wet coating. Embedment coating should extend 2 inches beyond reinforcement.
- d. At intersections of membrane with vertical walls, extend embedment coat and reinforcement to a height not greater than finished horizontal surface with due allowance for installation of sealant work. Trowel a 1-inch high, 45-degree cant at meeting angle using nonflowing coating material.

3.04 MEMBRANE

- A. Install, following safety and weather conditions required by manufacturer or as modified by applicable rules and regulations of federal, state, and local authorities having jurisdiction.
- B. Following manufacturer's instructions, apply membrane material with a calibrated notched squeegee, trowel, or approved spray equipment to produce a 50-mil minimum dry thickness.
- C. Extend membrane over previously flashed areas.
- D. Use self-leveling membrane material up to a 5 percent slope.
- E. Use nonflow membrane material for vertical surfaces and surfaces over a 5 percent slope.
- F. Allow membrane to cure overnight. At temperatures less than 75 degrees F and relative humidities less than 50 percent, extend curing time.

3.05 COATING

- A. Apply 20-mil (0.020-inch) thick base coat of self-leveling (up to 5 percent pitch) or nonflow (over 5 percent pitch) coating to surfaces as shown. Overcoat previously detailed areas. Allow to cure overnight.
- B. Apply a second 20-mil (0.020-inch) thick topcoat of self-leveling (up to 5 percent pitch) or nonflow (over 5 percent pitch) coating to surfaces previously base coated.

ROOF REPLACEMENT AND REPAIR FOR
WATER PRODUCTION FACILITIES PHASE 2

3.06 CLEANING

- A. Clean stains from adjacent surfaces with toluene, 1-1-1, trichloroethane, xylene, commercial tar remover, or as recommended by the membrane manufacturer.
- B. Remove foreign matter from finished membrane surface.

3.07 APPLICATION SCHEDULE

- A. Membrane: Apply waterproofing membrane to exterior surfaces of cast-in-place concrete and CMU as shown on the Drawings.

END OF SECTION

SECTION 07 52 16
SBS-MODIFIED BITUMINOUS MEMBRANE ROOFING

PART 1 GENERAL

1.01 REFERENCES

- A. The following is a list of standards that may be referenced in this section:
1. American Wood Preservers' Association (AWPA): C2, Lumber, Timbers, Bridge Ties, and Mine Ties-Preservative Treatment by Pressure Processes.
 2. ASTM International (ASTM):
 - a. C552, Standard Specification for Cellular Glass Thermal Insulation.
 - b. C726, Standard Specification for Mineral Fiber Roof Insulation Board.
 - c. C728, Standard Specification for Perlite Thermal Insulation Board.
 - d. C1289, Standard Specification for Faced Rigid Cellular Polyisocyanurate Thermal Insulation Board.
 - e. D41, Standard Specification for Asphalt Primer Used in Roofing, Dampproofing, and Waterproofing.
 - f. D312, Standard Specification for Asphalt Used in Roofing.
 - g. D1227, Standard Specification for Emulsified Asphalt Used as a Protective Coating for Roofing.
 - h. D4586, Standard Specification for Asphalt Roof Cement, Asbestos Free.
 - i. D4601, Standard Specification for Asphalt-Coated Glass Fiber Base Sheet Used in Roofing.
 - j. D6162, Standard Specification for Styrene Butadiene Styrene (SBS) Modified Bituminous Sheet Materials Using a Combination of Polyester and Glass Fiber Reinforcements.
 - k. D6164, Standard Specification for Styrene Butadiene Styrene (SBS) Modified Bituminous Sheet Materials Using Polyester Reinforcements.
 3. National Roofing Contractors Association (NRCA): Handbook of Accepted Roofing Knowledge (HARK).

1.02 SUBMITTALS

- A. Action Submittals:
1. Project-specific details of roof edges and penetrations.

ROOF REPLACEMENT AND REPAIR FOR WATER PRODUCTION FACILITIES PHASE 2

2. Mechanical fastening diagram for rigid insulation, where applicable.
3. Layout drawings for tapered insulation, showing slopes and thicknesses.
4. List of materials proposed for use including roofing materials, insulation, composition flashing, and fasteners.
5. Roofing materials manufacturer's specifications selected for use.
6. Description of complete system, from deck up, proposed for use.

B. Informational Submittals:

1. Manufacturer's installation instructions.
2. A letter from roofing materials manufacturer stating roofer is approved by manufacturer to apply roof.
3. Manufacturer's Certificate of Proper Installation per Section 01 00 01, General Requirements, (or alternately, test results or calculations) that assure item's and its anchorage's design criteria meets requirements of Section 01 00 01, General Requirements, for loads provided on the Structural drawings.
4. Sample copy of special guarantee to be provided.
5. Manufacturer's Certificate of Compliance, in accordance with Section 01 00 01, General Requirements.
6. Test reports, in triplicate, of field test cuts of roofing system.
7. Written notice when roofing installation is ready for final inspection.
8. Record of Preroofing Conference.
9. Record drawings for tapered insulation.

1.03 QUALITY ASSURANCE

- A. Materials, including insulation, used in a roofing system shall be furnished by, or approved by, manufacturer whose roofing system is selected for use.
- B. Roofer Qualifications: Approved by roofing materials manufacturer to apply roof.
- C. Preroofing Conference:
 1. Attendees: Conduct preroofing conference with Contractor, roof deck installer, roofing system materials manufacturer's representative, roof insulation manufacturer's representative, roofer, mechanical equipment installer and other subcontractors likely to be on roof.
 2. Agenda: Follow outline in NRCA, HARK including acceptability of deck, roofing system materials manufacturer's specification selected, flashing details, roof guarantee, and protection of finished roofing system.
 3. Record: Discussions and agreements and furnish copy to each participant and entity invited.

ROOF REPLACEMENT AND REPAIR FOR WATER PRODUCTION FACILITIES PHASE 2

1.04 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials in manufacturer's original, unopened containers and rolls with labels intact and legible. Labels on bitumen shall show composition, softening point (SP) range, minimum flashpoint (FP), minimum finished blowing temperature (BT), and equiviscous temperature (EVT) range.
- B. Handle roll goods so as to prevent damage to edge or ends. Store roll goods on end.
- C. Store rigid roof insulation materials on clean, raised platforms.
- D. Protect materials against direct sunlight, wetting, moisture absorption, mud, dust, sand, oil, grease, dirt, and construction traffic.

1.05 ENVIRONMENTAL REQUIREMENTS

- A. Temperature:
 - 1. Apply roofing only in dry weather and when ambient temperature is above 40 degrees F.
 - 2. When temperature is below 45 degrees F, application must be approved by, and under supervision of, roofing materials manufacturer.

PART 2 PRODUCTS

2.01 MODIFIED BITUMEN SHEET ROOFING SYSTEM

- A. Description: Single-ply SBS modified bitumen sheet membrane with mineral granule surface, applied to rigid roof insulation.
- B. Membrane and Flashing Materials: Approved for use in UL Class A rated assemblies.
 - 1. Thickness: Not less than 3.5 mm.
 - 2. Weight: Not less than 100 pounds per square.
 - 3. Reinforcing: Polyester or polyester and fiberglass fabrics.
- C. Manufacturers and Products:
 - 1. Johns Manville; DynaKap System 2CID.
 - 2. GAF; Rubberoid MB Plus NN-1-1-MGFR.
 - 3. Siplast Paradiene.

ROOF REPLACEMENT AND REPAIR FOR WATER PRODUCTION FACILITIES PHASE 2

2.02 ROOFING MATERIALS

- A. Sheet Membrane: ASTM D6162 or D6164, Grade G, Type II.
- B. Primer: ASTM D41 asphalt.
- C. Bitumen: ASTM D312, Type IV, special steep asphalt.
- D. Emulsion: ASTM D1227, Type IV, emulsified asphalt.
- E. Plastic Roof Cement: ASTM D4586, Type II, asphalt plastic cement.
- F. Base Felt: ASTM D4601, Type II, asphalt-coated glass fiber mat.
- G. Vented Base Sheet:
 - 1. Manville; Vensulation.
 - 2. GAF; Stratavent.
- H. Sheathing Paper: Rosin-sized building paper weighing 5 pounds per 100 square feet, as manufactured or furnished by roofing system materials manufacturer.
- I. Composition Flashing:
 - 1. One of the following:
 - a. Mineral surfaced asphalt-coated glass fiber mat cap sheet manufactured by:
 - 1) Johns Manville; Glas Tite Flexible.
 - 2) GAF; GafGlas.
 - 3) "Or-equal."
 - b. Flashing sheet combining SBS polymer modified bitumen, glass fiber mats, and polyester core providing built-in adhesive for torch-on application as manufactured by:
 - 1) Johns Manville; DynaGlas.
 - 2) GAF; Rubberoid MB.
 - 3) "Or-equal."
 - c. Flashing sheet combining SBS polymer modified bitumen, polyester reinforcement, and mineral surfacing for application in hot asphalt as manufactured by:
 - 1) Johns Manville; Dynaflex.
 - 2) GAF; Rubberoid MB.
 - 3) "Or-equal."

ROOF REPLACEMENT AND REPAIR FOR
WATER PRODUCTION FACILITIES PHASE 2

J. Resin for Finish Ply Membrane Construction:

1. A multi-component, fast-curing, flexible PMMA-based resin for use in combination with fleece fabric to form a monolithic, reinforced roofing membrane. Physical and mechanical values are based on testing/evaluation of a 90-mil (2.3 mm) PMMA roof membrane reinforced with the specified fleece reinforcement.
2. Thickness (avg): 90 mils (2.3 mm) at 0.31 kg/ft² (3.3 kg/m²) coverage rate (ASTM D5147, section 5).
3. Peak Load (avg) at 73 degrees F (23 degrees C): 70 lbf/in (12.3 kN/m) (ASTM D5147 section 6).
4. Peak Load (average) at 73 degrees F (23 degrees C): 90 lbf/inch (15.8 kN/m) (ASTM D412, dumbbell).
5. Elongation at Peak Load (avg) at 73 degrees F: 35 percent (ASTM D5147, section 6).
6. Elongation at Peak Load (avg) at 73 degrees F: 35 percent (ASTM D412, dumbbell).
7. Shore A Hardness (average): 81 (ASTM D2240).
8. Water Absorption, Method I (24h at 73 degrees F): 0.8 percent (ASTM D570).
9. Water Absorption, Method II (48h at 122 degrees F): 1.2 percent (ASTM D570).
10. Low temperature flexibility at 23 degrees F (minus 5 degrees C): PASS (ASTM D5147, section 11).
11. Dimensional Stability (maximum): 0.15 percent (ASTM D5147, section 10).
12. Tear Strength (average): 90 lbf (0.4 kN) (ASTM D5147, section 7).
13. Approvals: UL Class listed, FM Approved (products shall bear seals of approval).
14. Parapro Roof Resin by Siplast, Inc., "Or-equal."

K. Fleece for Membrane Reinforcement: A non-woven, 110 g/m², needle-punched polyester fabric reinforcement as supplied by the membrane system manufacturer.

1. Pro Fleece by Siplast, Inc., "Or-equal."

L. Fasteners:

1. Into Insulation and Fiberboard: Tube-Loc nail with 1-inch diameter cap.
 - a. Manufacturers and Products:
 - 1) Simplex Nail and Manufacturing Co.
 - 2) E. G. Building Fasteners Corp.; Insuldeck Loc-Nail.

ROOF REPLACEMENT AND REPAIR FOR WATER PRODUCTION FACILITIES PHASE 2

2. Into Metal Deck:
 - a. Manufacturers and Products:
 - 1) ES Products, Inc.; Standard cap Riv-Nail.
 - 2) Celotex Corp.; Insulfast Nail/Disk System.

2.03 ROOF WALKWAYS

- A. Slip-resistant asphalt plank, minimum size 1/2-inch thick by 1-foot by 2 feet, surfaced with ceramic granules in pastel gray color.
- B. Manufacturers and Products:
 1. Johns Manville, Denver, CO; J-Walk.
 2. GAF; Lexpad.
 3. Siplast Paratread.

2.04 RIGID ROOF INSULATION

- A. Average Aged R-Value for Total Thickness of Rigid Roof Insulation:
Minimum R= 25.
- B. At Subcontractor's option, any one of the following insulation materials may be used on this Project provided roofing materials manufacturer approves insulation used and will guarantee roofing system:
 1. Fibrous Glass Board: ASTM C726, minimum size 3 feet by 4 feet, covered on one side with a factory-applied base sheet, as manufactured by Johns Manville.
 2. Cellular Glass: ASTM C552, minimum size 18 inches by 24 inches, as manufactured by Pittsburgh Corning, Foamglas.
 3. Expanded Perlite Board:
 - a. ASTM C728, minimum size 2 feet by 4 feet, as manufactured by:
 - 1) Celotex; Celo-Therm.
 - 2) GAF; Permalite.
 - 3) Johns Manville; Fesco Board.
 4. Polyisocyanurate Foam Board:
 - a. ASTM C1289, Type II, with Factory Mutual Class I approval, minimum size 2 feet by 4 feet, as manufactured by:
 - 1) Atlas Roofing Corp.; AC Foam II.
 - 2) Celotex; Hy-Therm AP.
 - 3) GAF; GAFTEMP Isotherm.
 - 4) Johns Manville; E'NRG'Y 2.

ROOF REPLACEMENT AND REPAIR FOR
WATER PRODUCTION FACILITIES PHASE 2

5. Composite Board:
 - a. Of polyisocyanurate or polyurethane foam core bonded to 1/2-inch perlite fiberboard minimum size 3 feet by 4 feet, as manufactured by:
 - 1) Atlas Roofing Corp.; AC Foam II.
 - 2) Apache Products Co.; Millox.
 - 3) Celotex; Hy-Therm COMPOSITE.
 - 4) Johns Manville; ISO-1.
6. Tapered Board System:
 - a. Factory precut or field tapered insulation board, minimum 1-inch thick, with top surface cut to a uniform, continuous slope of 1/4-inch per foot.
 - b. Fabricate miters and edges to match abutting blocks.
 - c. Manufacturers and Products:
 - 1) As specified for composite board.
 - 2) Apache Products Co.; Tapered Millox.
 - 3) Johns Manville; Tapered E'NRG'Y 2 Plus.
 - 4) Pittsburgh Corning Corp., Pittsburgh, PA 15239; Tapered Foamglas "PC Plusystem 1".

2.05 TAPERED EDGE, CRICKETS, AND CANT STRIPS

- A. Use Preformed Shapes:
 1. Bitumen-coated on all sides, expanded perlite.
 2. Wood treated in accordance with AWPA C2 for waterborne salts and dried to 19 percent moisture content or less after treatment.

PART 3 EXECUTION

3.01 PREPARATION

- A. Notify Engineer and manufacturer's representative at least 48 hours before beginning installation of roofing system.
- B. Deck shall be firm, dry, free of foreign materials, and smooth.
 1. Differential height between adjacent roof deck members of more than 1/8-inch is not acceptable.
 2. Report immediately to the Engineer cracks, breaks, holes, or other unusual irregularities in the surface.

ROOF REPLACEMENT AND REPAIR FOR WATER PRODUCTION FACILITIES PHASE 2

3.02 APPLICATION

- A. General: Do not phase application of roofing system.
 - 1. Install all components of an assembly over that area that is covered in 1 day.
 - 2. Seal off edges of system at the end of the day with one layer of mopped-in felt.
- B. Bitumen:
 - 1. Maintain kettle temperature so as not to exceed the flashpoint of the bitumen.
 - 2. Apply bitumen at the equiviscous temperature, plus or minus 25 degrees F.
 - 3. Do not exceed the finish blowing temperature.
 - 4. Moppings Between Layers: 15 pounds to 20 pounds per square.
- C. Insulation:
 - 1. Keep insulation dry before and during application.
 - 2. Apply rigid insulation to R-value indicated, in strict accordance with the insulation and roofing materials manufacturer's specifications.
 - 3. On Steel Decks:
 - a. Apply insulation in two layers with staggered joints.
 - b. Set the first layer in ribbons of asphalt and mechanically fasten to the deck as required to resist Project wind pressure.
 - 4. Insulation Layers:
 - a. Stagger joints from layer below.
 - b. Secure second layer to previous layer with bitumen specified in quantity as recommended by insulation manufacturer.
 - c. Place insulation immediately into applied bitumen and then press into place to ensure embedment.
 - d. Lay tapered insulation, where applicable, in accordance with the insulation manufacturer's layout drawings and instructions.
- D. Roofing System on Decking or Insulation:
 - 1. Apply base sheet, modified bitumen sheet roofing membrane system, and flashing following with roofing materials manufacturer's specifications for roofing system selected.
 - 2. Membrane may be torched or mopped down as recommended by the manufacturer.
 - 3. Set membrane in-place with minimum 3-inch sidelaps and 4-inch endlaps.

ROOF REPLACEMENT AND REPAIR FOR
WATER PRODUCTION FACILITIES PHASE 2

3.03 MANUFACTURER'S SERVICES

- A. Provide manufacturer's representative at Site in accordance with Section 01 00 01, General Requirements, for installation assistance, inspection and certification of proper installation, equipment testing, startup assistance and training of Owner's personnel for maintaining specified system.

3.04 CLEANING

- A. Upon completion of the roofing installation:
 - 1. Clean up waste material and debris resulting from roofing operation.
 - 2. Dispose of waste material off the Site.
 - 3. Remove spots and smears of asphalt or other material from flashing, gravel stops, and other surfaces not intended to be coated with such material.
 - 4. During removal, ensure that no damage will be done to the surfaces.
 - 5. Use solvents, if necessary, to satisfactorily clean the materials.

END OF SECTION

SECTION 07 54 23
THERMOPLASTIC MEMBRANE ROOFING

PART 1 GENERAL

1.01 SUMMARY

- A. Section includes insulation and membrane roofing.

1.02 REFERENCES

- A. The following is a list of standards which may be referenced in this section:
1. American Wood Protection Association (AWPA): U1, Use Category System: User Specification for Treated Wood.
 2. ASTM International (ASTM):
 - a. C1289, Standard Specification for Faced Rigid Cellular Polyisocyanurate Thermal Insulation Board.
 - b. D41, Standard Specification for Asphalt Primer Used in Roofing, Dampproofing, and Waterproofing.
 - c. D312, Standard Specification for Asphalt Used in Roofing.
 - d. D412, Standard Test Methods for Vulcanized Rubber and Thermoplastic Elastomers-Tension.
 - e. D471, Standard Test Method for Rubber Property—Effect of Liquids.
 - f. D573, Standard Test Method for Rubber—Deterioration in an Air Oven.
 - g. D751, Standard Test Methods for Coated Fabrics.
 - h. D1149, Standard Test Methods for Rubber Deterioration-Cracking in an Ozone Controlled Environment.
 - i. D1204, Standard Test Method for Linear Dimensional Changes of Nonrigid Thermoplastic Sheet or Film at Elevated Temperature.
 - j. D4601, Standard Specification for Asphalt-Coated Glass Fiber Base Sheet Used in Roofing.
 3. FM Global (FM): DS 1-29, Roof Deck Securement and Above-Deck Roofing Components.
 4. International Code Council (ICC): Florida Building Code (FBC).
 5. National Roofing Contractors Association: NRCA Roofing and Waterproofing Manual.
 6. U.S. Department of Defense Military Standard (MIL): 3010, Test Procedures for Packaging Materials.

ROOF REPLACEMENT AND REPAIR FOR WATER PRODUCTION FACILITIES PHASE 2

1.03 DESIGN REQUIREMENTS

- A. Wind Uplift Performance: Roof system shall be designed to withstand wind uplift forces as calculated using the current revision of ASCE-7 10.
- B. Thermal Performance: Roof system will achieve an average R-value not less than 25.
- C. Building Codes: Roof system will meet the requirements of all federal, state and local code bodies having jurisdiction.

1.04 PERFORMANCE REQUIREMENTS

- A. General Performance: Thermoplastic membrane roofing shall comply with performance requirements without failure due to defective manufacture, fabrication, installation or other defects in construction.
- B. Structural Performance:
 - 1. Provide thermoplastic membrane roof assembly capable of withstanding the design loads specified on Structural Drawings.
 - 2. The roof assembly shall be designed to safely resist the positive and negative loads as required for the location and type of project designed according to the requirements of the Florida Building Code.

1.05 SUBMITTALS

- A. Action Submittals:
 - 1. Layout of tapered insulation.
 - 2. Project-specific details of roof penetrations and perimeter conditions.
 - 3. Layout and details of fully adhered system.
 - 4. List of materials proposed for use; include roofing materials, accessories, insulation, and fasteners.
 - 5. Manufacturer's specifications selected for use; include description of complete system from deck up.
 - 6. Documentation that anchoring system meets uplift requirements.
 - 7. Product/Code Certification: Provide written verification that submitted roof system assembly and installation method meet or exceed Project Design and Performance Requirements, in this section, by one, or more, of the following methods as allowed for by FBC:
 - a. Dade County Building Code Compliance Office (DCBCCO) Notice of Acceptance (NOA) or Florida Product Approval for complete roof system assembly.

ROOF REPLACEMENT AND REPAIR FOR WATER PRODUCTION FACILITIES PHASE 2

- b. Rational Comparative Analysis: Testing data, calculations and verification documents signed and sealed by a professional engineer registered in the State of Florida.
- c. Local product approval by Authority Having Jurisdiction (AHJ).

B. Informational Submittals:

1. Manufacturer's Certificate of Compliance, in accordance with Section 01 00 01, General Requirements.
2. Manufacturer's installation instructions.
3. Letter or other documentation from roofing materials manufacturer stating that installer has been trained and approved to apply roof system.
4. Sample copy of guarantee to be provided.
5. Record of Preroofing Conference.
6. Inspection reports for inspections conducted by membrane manufacturer's representative; include written instructions or recommendations as conditions to special guarantee.
7. Operation and Maintenance Data:
 - a. As specified in Section 01 00 01, General Requirements.
 - b. Include sketches where applicable, recommendations for periodic inspection, care, and maintenance.
 - c. Identify common causes of damage with instructions for temporary patching until permanent repair can be made.
8. Manufacturer's Certificate of Proper Installation per Section 01 00 01, General Requirements, (or alternately, test results or calculations) that assure item's and its anchorage's design criteria meets requirements of Section 01 00 01, General Requirements, for loads provided in Section 01 00 01, General Requirements.
9. Copy of punch list generated by manufacturer's Technical Field Representative during final inspection of roofing, flashing and welded seams.
10. Certifications for Final Close-Out:
 - a. Written report prepared by manufacturer's Technical Field Representative stating that roof has been inspected for deficiencies, a listing of all deficiencies and corrections that have been made, and roofing system has been properly installed and is warrantable for period required by the specifications.
 - b. Final Warranty documents signed by manufacturers authorized representative.

1.06 QUALITY ASSURANCE

- A. Perform Work in accordance with NRCA Roofing and Waterproofing Manual.

ROOF REPLACEMENT AND REPAIR FOR WATER PRODUCTION FACILITIES PHASE 2

- B. Manufacturer Qualifications: All primary products specified in this section will be supplied by a single manufacturer with a minimum of 15 years of experience.
- C. Manufacturer's Technical Field Representative shall have a minimum seven years of experience in field installation and applicator training and approval process.
- D. Installer Qualifications:
 - 1. All products listed in this section are to be installed by a single installer with a minimum of 5-years demonstrated experience in installing products of the same type and scope as specified.
 - 2. Installer must be capable of providing the Manufacturer's No Dollar Limit guarantee.
- E. Provide for manufacturer's Technical Field Representative time during Pre-Installation Conference, job start-up, and two minimum 4-hour Site visits during roofing application. Include all applicable costs.
- F. Manufacturer's Technical Field Representative shall inspect all roofing, flashing, and spot test welded seams at completion, generate punch list and provide copy of punch list to Engineer.
- G. On-site quality reviews of all welded seams shall be performed by Applicator prior to stopping work each day: Provide subsequent report identifying the locations of all seam failures and repairs made to that seam.

1.07 PREROOFING CONFERENCE

- A. Conference Requirements:
 - 1. Attendees: Engineer, roofing installer, roofing manufacturer, installers of related Work, and other entities concerned with roofing performance included, where applicable, Owner's insurer, test agencies, governing authorities, and Owner.
 - 2. Agenda: Follow outline in NRCA's Waterproofing Manual. Include acceptability of deck, roofing system, materials, manufacturer's specifications selected, flashing details, roof guarantee, and protection of furnished roofing system.
 - 3. Documentation: Record discussion and agreements. Furnish copy to each attendee invited.
- B. Membrane manufacturer's inspections as required to meet conditions of guarantee.

ROOF REPLACEMENT AND REPAIR FOR WATER PRODUCTION FACILITIES PHASE 2

1.08 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials in their original, unopened containers, clearly labeled with manufacturer's name, brand name, and such identifying numbers as are appropriate.
- B. Storage:
 - 1. Store products in manufacturer's unopened packaging until ready for installation.
 - 2. Store materials at temperatures between 60 degrees F and 80 degrees F. Should they be exposed to lower temperatures, restore to 60 degrees F prior to use.
 - 3. Store rigid roof insulation materials on clean, raised platform.
 - 4. Do not store uncured flashing membrane on roof or at temperatures exceeding 75 degrees F.
- C. Protect materials against wetting, moisture absorption, and construction traffic.
- D. Material Safety Data Sheets (MSDS) must be on location at all times during the transportation, storage and application of materials.
- E. When loading materials onto the roof, the Manufacturer's Authorized Roofing Applicator must comply with the requirements of the building owner to prevent overloading and possible disturbance to the building structure.

1.09 ENVIRONMENTAL REQUIREMENTS

- A. Weather: Do not install roofing during precipitation or when it is probable.
- B. Temperature:
 - 1. Install roofing when ambient temperature is 50 degrees F or above.
 - 2. When temperature is below 50 degrees F, install only with approval or and under supervision of membrane manufacturer.

1.10 COORDINATION

- A. Coordinate Work with installation of associated roof penetrations and metal flashings, as Work of this section proceeds.

ROOF REPLACEMENT AND REPAIR FOR WATER PRODUCTION FACILITIES PHASE 2

1.11 WARRANTY

- A. At Project closeout, provide to Owner or Owners Representative an executed copy of the manufacturer's No Dollar Limit, Total System warranty, outlining its terms, conditions, and exclusions from coverage:
1. Duration: 30 years.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Fully Adhered TPO Roofing:
1. GAF; EverGuard TPO 80-mil membrane.
 2. Johns Manville; ST8RA-C/I, 80-mil membrane.
 3. GenFlex Roofing Systems; TPO.

2.02 ROOFING SYSTEM

- A. Roofing system shall meet these specifications, and approval and warranty of membrane manufacturer to provide a fully adhered complete TPO system including the following:
1. Membrane.
 2. Roof insulation.
 3. Cover board.
 4. Flashing.
 5. Adhesives.
 6. Fasteners.
 7. Accessory materials.

2.03 MEMBRANE MATERIALS

- A. Reinforced thermoplastic polyolefin sheet, 0.080-inch thick with the following properties:

Properties	Test Method	Specification
Thickness Tolerance	ASTM D751	Plus or minus 10%
Breaking Strength (min)	ASTM D751, Grab Method	300 pounds
Elongation at Break	ASTM D412	30 %
Tear Strength (min)	ASTM D751	70 pounds

ROOF REPLACEMENT AND REPAIR FOR
WATER PRODUCTION FACILITIES PHASE 2

Properties	Test Method	Specification
Ozone Resistance	ASTM D1149, 70 hours at 100 degrees F	No cracks or other affect
Heat Aging	ASTM D573, 28 days at 212 degrees F retention of tensile	Maintain 100% of original breaking strength
Water Absorption (change in mass)	ASTM D471, 158 degrees F for 7 days	1%
Hydrostatic Resistance (min)	ASTM D751, Method A	430 psi
Puncture Resistance	MIL Std 3010	380 pounds
Dimensional Stability (% change max.)	ASTM D1204	+ 0.4%

- B. Membrane Sheet Size: Minimum width 60 inches by length of largest sheet possible, determined by project conditions.
- C. Color: White.

2.04 ACCESSORY MATERIALS

- A. Adhesives and Fasteners:
 - 1. Surface Conditioner: Compatible with membrane.
 - 2. Membrane cover board, and insulation adhesives and fasteners as recommended by membrane manufacturer.
 - 3. Thinner and Cleaner: As recommended by adhesive manufacturer, compatible with sheet membrane.
- B. Flashing:
 - 1. 0.080-inch roofing membrane.
 - 2. Provide unreinforced 0.070-inch-thick roofing membrane for field fabricated vent stacks, pipes, and corners.
- C. Primer: ASTM D41 Asphalt.
- D. Asphalt: ASTM D312, Type III steep asphalt.

ROOF REPLACEMENT AND REPAIR FOR WATER PRODUCTION FACILITIES PHASE 2

- E. Roofing Felt: ASTM D4601, Type IV or VI asphalt-coated glass fiber mat.
- F. Nailers: Preservative treated wood as specified in Section 06 10 00, Rough Carpentry.

2.05 RIGID ROOF INSULATION BOARD

- A. Average Aged R-value for Total Thickness of Rigid Insulation:
Minimum R-25.
- B. Any one of the following insulation materials may be used on this Project provided roofing materials manufacturer will guarantee roofing system.
 - 1. Polyisocyanurate Foam Board:
 - a. ASTM C1289, Type II with FM Class 1 approval.
 - b. Minimum Size: 2 feet by 4 feet.
 - c. Manufacturers and Products:
 - 1) Atlas Roofing Corp.; ACFoam-II.
 - 2) GAF; EnergyGuard Polyiso.
 - 3) Johns Manville; ENRGY 3.
 - 2. Tapered Board System:
 - a. Factory precut or field tapered insulation board, minimum 1-inch thick with top surface cut to a uniform, continuous slope of 1/4 inch per foot.
 - b. Fabricate miters and edges to match abutting blocks.
 - c. Manufacturers and Products:
 - 1) Atlas Roofing Corp.; Tapered ACFoam-II.
 - 2) GAF; EnergyGuard Tapered Polyiso.
 - 3) Johns Manville; Tapered ENRGY 3.

2.06 COVER BOARD

- A. Manufacturers and Products:
 - 1. Georgia-Pacific (GP); DensDeck Roof Board.
 - 2. Johns Manville; Invinsa Roof Board.

PART 3 EXECUTION

3.01 PREPARATION

- A. Surfaces to be adhered shall be dry before and throughout entire application.
- B. Notify Engineer and manufacturer's representative at least 48 hours before installation of insulation, membrane, and roofing system.

ROOF REPLACEMENT AND REPAIR FOR
WATER PRODUCTION FACILITIES PHASE 2

C. Inspection:

1. Verify work of other trades that penetrates roof deck or requires roof access has been completed.
2. Ensure deck is firm, dry, free of foreign material, and reasonably smooth.
 - a. Differential height between adjacent roof deck members of more than 1/8 inch is not acceptable.
 - b. Repair joints greater than 1/4-inch wide.
3. Report immediately to Engineer cracks, breaks, holes, or other unusual irregularities in surface.
4. Cover rough surface that would cause damage to membrane with protection board.

D. Nailers:

1. Install wooden nailers at parapet walls on outside perimeter of building.
2. Anchor nailer with a suitable fastener with minimum withdrawal resistance of 100 pounds.
3. Stagger fasteners 6 inches on center within 8 feet of outside corner and 12 inches on center along other perimeter areas.
4. Nailer Thickness: Choose to match top surface of adjacent construction.

3.02 INSTALLATION

- A. In accordance with membrane manufacturer's standard details for flashing and termination conditions not shown.
- B. In accordance with Article Performance Requirements for uplift conditions.
- C. In accordance with applicable recommendations of FM DS 1-29.
- D. Insulation:

1. Keep insulation dry before and during application.
2. Install rigid insulation where and to thickness necessary for R-25 in two or more layers, staggering joints.
3. Lay insulation with longest dimension perpendicular to direction of membrane seams with joints staggered over roof area to be covered.
4. Butt boards as closely as possible with no gaps over 1/4 inch.
5. Mechanically fasten insulation to deck following roofing membrane manufacturer's instructions.
6. Do not install more insulation each day than can be covered with membrane before end of day or start of inclement weather.

ROOF REPLACEMENT AND REPAIR FOR WATER PRODUCTION FACILITIES PHASE 2

E. Cover Board:

1. Apply minimum 3/4-inch cover board to concrete substrate with longest dimension perpendicular to membrane seams with joints staggered over roof area to be covered.
2. Fasten cover board with adhesive to insulation in accordance with roofing membrane manufacturer's instructions.

F. Membrane:

1. Install membrane and flashing in accordance with manufacturer's recommendations and instructions.
2. Heat weld joints following manufacturer's instructions.
3. Fully adhere membrane to substrate.

G. Flashing: Install perimeter, scuppers, and other detail flashing as shown on manufacturer's standard detail drawings and as follows:

1. Heat weld flashing to membrane and attach to other surfaces following manufacturer's instructions.

H. Temporary and Night Seals:

1. Provide water cutoffs under the following circumstances:
 - a. Where and when a danger exists that water caused by precipitation may get under new roofing membrane.
 - b. At end of each day.
2. Make by securely setting end of membrane in 6-inch-wide continuous application of cement and weight adhered edge to prevent displacement of cutoff.
3. Remove temporary water cutoffs prior to proceeding with next work period by cutting off and disposing of portion of membrane that has been in contact with cement.

I. Walkways: Adhere to membrane with membrane manufacturer's bonding adhesive.

3.03 MANUFACTURER'S SERVICES

- A. Provide manufacturer's representative at Site in accordance with Section 01 00 01, General Requirements, for installation assistance, inspection and Certification of Proper Installation, equipment testing, startup assistance, and training of Owner's personnel for specified component, subsystem, equipment, or system.

ROOF REPLACEMENT AND REPAIR FOR
WATER PRODUCTION FACILITIES PHASE 2

3.04 CLEANING

- A. Remove spots and smears of asphalt or other material from flashings, gravel stops, and other surfaces not intended to be coated with such material. During removal, do not damage surfaces. Use solvents, if necessary, to clean surfaces.

3.05 PROTECTION

- A. Limit traffic of personnel and equipment on completed roof to that deemed essential for completion of Project.

END OF SECTION

SECTION 07 62 00
SHEET METAL FLASHING AND TRIM

PART 1 GENERAL

1.01 REFERENCES

- A. The following is a list of standards which may be referenced in this section:
1. ASTM International (ASTM):
 - a. A153/A153M, Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware.
 - b. A653/A653M, Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.
 - c. A924/A924M Standard Specification for General Requirements for Steel Sheet, Metallic-Coated by the Hot-Dip Process.
 - d. C920, Standard Specification for Elastomeric Joint Sealants.
 - e. C1311, Standard Specification for Solvent Release Sealants.
 - f. D1187/D1187M, Standard Specification for Asphalt-Base Emulsions for Use as Protective Coatings for Metal.
 - g. D4586/D4586M, Standard Specification for Asphalt Roof Cement, Asbestos-Free.
 2. FM Global (FM): Loss Prevention Data Sheet 1-49, Perimeter Flashing.
 3. Sheet Metal and Air Conditioning Contractors National Association (SMACNA): 1793, Architectural Sheet Metal Manual.

1.02 PERFORMANCE REQUIREMENTS

- A. General: Sheet metal flashing and trim shall withstand wind loads, structural movement, thermally induced movement, and exposure to weather without failing, rattling, leaking, and fastener disengagement.
- B. Structural Performance: To meet or exceed the 2020 Florida Building Code 7th Edition maximum positive and negative for the project site location.
- C. Thermal Movements:
1. Provide sheet metal flashing and trim that allows for thermal movements resulting from the following maximum change (range) in ambient and surface temperatures for preventing buckling, opening of joints, hole elongation, overstressing of components, failure of joint sealants, failure of connections, and other detrimental effects.
 - a. Temperature Change (Range): 120 degrees F, ambient; 180 degrees F, material surfaces.

ROOF REPLACEMENT AND REPAIR FOR WATER PRODUCTION FACILITIES PHASE 2

2. Provide clips that resist rotation and avoid shear stress as a result of sheet metal and trim thermal movements.
 3. Base engineering calculation on surface temperatures of materials as a result of both solar heat gain and nighttime-sky heat loss.
- D. Water Infiltration: Provide sheet metal flashing and trim that does not allow water infiltration to building interior.

1.03 QUALITY ASSURANCE

- A. Sheet Metal Flashing and Trim Standard: Comply with SMACNA 1793. Conform to dimensions and profiles shown, unless more stringent requirements are indicated.

1.04 SUBMITTALS

- A. Action Submittals:
1. Shop Drawings:
 - a. Show joints, types and location of fasteners, and special shapes.
 - b. Catalog data for stock manufactured items.
 2. Samples: Color Samples for items to be factory finished.

1.05 DELIVERY, HANDLING, AND STORAGE

- A. Inspect for damage, dampness, and wet storage stains upon delivery to Site.
- B. Remove and replace damaged or permanently stained materials that cannot be restored to like-new condition.
- C. Carefully handle to avoid damage to surfaces, edges, and ends.
- D. Do not open packages until ready for use.
- E. Store materials in dry, weathertight, ventilated areas until immediately before installation.

PART 2 PRODUCTS

2.01 METAL

- A. Stainless Steel: ASTM A666, Type 304 or Type 316, soft temper; No. 2D, dull finish, 0.018-inch thick, unless otherwise shown.

2.02 PREFABRICATED METAL SYSTEMS

A. Gravel Stop and Fascia System:

1. Stainless steel, 24-gauge minimum thickness.
2. Include ancillary items, such as prefabricated spillout scupper, fascia sump, and mitered and welded corners, where shown and as required for a complete system.
3. Manufacturers and Products:
 - a. W.P. Hickman Co.; Econosnap.
 - b. IMETCO; EZ Edge.

B. Coping System:

1. Snap-on system, stainless steel, 24-gauge minimum thickness.
2. Include ancillary items, such as mitered and welded corners, and end caps, where shown and as required for complete system.
3. Manufacturers and Products:
 - a. W.P. Hickman Co.; Permasnap Coping.
 - b. IMETCO; EZ Edge.
 - c. Johns Manville; Presto Lock Coping System.

C. Finish: Match Existing.

2.03 DOWNSPOUTS, GUTTERS, SCUPPERS, AND CONDUCTOR HEADS

A. Same metal and thickness as flashing.

2.04 ANCILLARY MATERIALS

- A. Sealing Tape: Polyisobutylene sealing tape specifically manufactured for setting flanges on bituminous roofing.
- B. Isolation Paint: ASTM D1187/D1187M, asphalt.
- C. Isolation Tape: Butyl or polyisobutylene, internally reinforced, or 20-mil thick minimum polyester.
- D. Plastic Roof Cement: ASTM D4586/D4586M, Type II.
- E. Elastomeric Sealant: ASTM C920, elastomeric silicone polymer sealant; of type, grade, class, and use classifications required to seal joints in sheet metal flashing and trim and remain watertight.

ROOF REPLACEMENT AND REPAIR FOR WATER PRODUCTION FACILITIES PHASE 2

- F. Butyl Sealant: ASTM C1311, single-component, solvent-release butyl rubber sealant, polyisobutylene plasticized, heavy bodied for hooked-type expansion joints with limited movement.
- G. Fasteners:
 - 1. Zinc or Aluminum Work: Stainless steel or aluminum.
 - 2. Stainless Steelwork: Stainless steel.
 - 3. Nails: Roofing nailhead, 10-gauge spiral or ring shank, lengths as required to penetrate wood at least 3/4 inch or as required in Article Performance Requirements.

2.05 FABRICATION OF FLASHING

- A. Field measure prior to fabrication.
- B. Fabricate sheet metal flashing and trim in thickness or weight needed to comply with performance requirements, but not less than that specified for each application and metal.
- C. Fabricate sheet metal flashing and trim without excessive oil canning, buckling, and tool marks and true to line and levels indicated, with exposed edges folded back to form hems.
- D. Seams: Fabricate nonmoving seams with flat-lock seams. Form seams and seal with epoxy seam sealer. Rivet joints for additional strength.
- E. Reinforcements and Supports: Provide same material as flashing, unless other material is shown. Steel, where shown or required, shall be galvanized or stainless.
- F. Rigid Joints and Seams: Make mechanically strong. Seal joints with sealant.
- G. Sealed Joints: Form nonexpansion but movable joints in metal to accommodate elastomeric sealant to comply with SMACNA recommendations.
- H. Expansion Provisions: Where lapped or bayonet-type expansion provisions in the Work cannot be used, form expansion joints of intermeshing hooked flanges, not less than 1-inch deep, filled with butyl sealant concealed within joints.
- I. Fabricate sheet metal in 10-foot maximum lengths, unless otherwise indicated.
- J. Provide watertight closures at exposed ends of counterflashing.

ROOF REPLACEMENT AND REPAIR FOR
WATER PRODUCTION FACILITIES PHASE 2

- K. Fabricate corners in one-piece with legs extending 30 inches each way to field joint. Lap or rivet corner seams watertight. Apply sealant if necessary.
- L. Solvent clean sheet metal. Surfaces to be in contact with roofing or otherwise concealed shall be coated with isolation paint.
- M. Conceal fasteners and expansion provisions where possible on exposed-to-view sheet metal flashing and trim, unless otherwise indicated.
- N. Fabricate cleats and attachment devices from same material as accessory being anchored or from compatible, noncorrosive metal.
 - 1. Thickness: As recommended by SMACNA 1793 and FM Loss Prevention Data Sheet 1-49 for application, but not less than thickness of metal being secured.

2.06 FABRICATION OF DOWNSPOUTS, GUTTERS, SCUPPERS, AND CONDUCTOR HEADS

- A. Form downspouts and gutters in maximum lengths as practicable to sizes and shapes indicated on the Drawings:
 - 1. Telescope end joints 1-1/2 inches and lock longitudinal joints of downspouts.
 - 2. Provide elbows at bottom where downspouts empty onto splash blocks.
 - 3. Fit downspouts into cast iron boots or drainpipes where indicated on the Drawings; neatly caulk or cement joints.
- B. Form scuppers and conductor heads to shapes and sizes indicated on the Drawings.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify roof openings, curbs, pipes, sleeves, ducts, or vents through roof are solidly set and cant strips and reglets in place.
- B. Verify nailing strips and blocking are properly located.
- C. Verify membrane termination and base flashings are in place, sealed, and secure.

ROOF REPLACEMENT AND REPAIR FOR WATER PRODUCTION FACILITIES PHASE 2

3.02 INSTALLATION

A. Flashing:

1. General:
 - a. Install sheet metal roof flashing and trim to comply with performance requirements and SMACNA 1793.
 - b. Provide concealed fasteners where possible, set units true to line, and level as indicated.
 - c. Install work with laps, joints, and seams that will be permanently watertight.
2. Roof Edge Flashing: Anchor to resist uplift and outward forces according to recommendations in FM Loss Prevention Data Sheet 1-49 for specified wind zone and as indicated.
 - a. Interlock bottom edge of roof edge flashing with continuous cleats anchored to substrate at 16-inch centers.
3. Isolate metal from wood and concrete and from dissimilar metal with isolation tape or two coats of isolation paint.
4. Use only stainless steel fasteners to connect isolated dissimilar metals.
5. Joints: 10-foot maximum spacing and 2-1/2 feet from corners, butted with 3/16-inch space centered over matching 8-inch-long backing plate with sealing tape in laps.
6. Set flanges of flashings and roof accessories on continuous sealing tape or in plastic roof cement on top of envelope ply of roofing. Nail flanges through sealing tape and at 3-inch maximum spacing. Touch up isolation paint on flanges.
7. Joints, Fastenings, Reinforcements, and Supports: Sized and located as required to preclude distortion or displacement as a result of thermal expansion and contraction.
8. Provide continuous holddown clips at counterflashing and gravel stops.
9. Conceal fastenings wherever possible.
10. Set flashing and sheet metal to straight, true lines with exposed faces aligned in proper plane without bulges or waves.

B. Prefabricated Metal Systems:

1. Follow system manufacturer's printed instructions.
2. Place color variations in pieces so no extremes are next to each other.

C. Downspouts, Gutters, Scuppers, and Conductor Heads: Anchor downspouts to wall with straps of same material as downspouts. Install gutters, scuppers, and conductor heads as indicated on the Drawings.

ROOF REPLACEMENT AND REPAIR FOR
WATER PRODUCTION FACILITIES PHASE 2

3.03 FINISH

- A. Exposed Surfaces of Flashing and Sheet Metalwork: Free of dents, scratches, abrasions, or other visible defects, and clean and ready for painting where applicable.

3.04 CLEANING AND PROTECTION

- A. Clean exposed metal surfaces of substances that interfere with uniform oxidation and weathering.
- B. Clean and neutralize flux materials. Clean off excess solder and sealants.
- C. Remove temporary protective coverings and strippable films as sheet metal flashing and trim are installed. On completion of installation, clean finished surfaces, including removing unused fasteners, metal filings, pop rivet stems, and pieces of flashing. Maintain in a clean condition during construction.
- D. Replace sheet metal flashing and trim that have been damaged or that have deteriorated beyond successful repair by finish touchup or similar minor repair procedures.

END OF SECTION

SECTION 07 70 01
ROOF SPECIALTIES AND ACCESSORIES

PART 1 GENERAL

1.01 REFERENCES

A. The following is a list of standards which may be referenced in this section:

1. Air Movement and Control Association International (AMCA).
2. American Architectural Manufacturers Association (AAMA).
3. ASTM International (ASTM):
 - a. D1187, Standard Specification for Asphalt-Base Emulsions for Use as Protective Coatings for Metal.
 - b. D4586, Standard Specification for Asphalt Roof Cement, Asbestos-Free.

1.02 STATEMENT OF WORK

A. Existing roof specialties and accessories are to remain unless otherwise noted on the Drawings. This specification is included for any existing roof specialties or accessories that must be replaced to obtain a new warranty in accordance with Section 07 52 16, SBS-Modified Bituminous Membrane Roofing and Section 07 54 23, Thermoplastic Membrane Roofing in these Contract Documents, or to maintain an existing warranty and watertight conditions. Contractor to notify Engineer and Owner prior to fabrication or installation or any new roof specialties and accessories.

1.03 SUBMITTALS

A. Action Submittals:

1. Shop Drawings of each item specified showing materials, details, flashing, anchorage, and relation to adjacent structure.
2. Catalog cuts of each item specified item.

B. Informational Submittals: Manufacturer's Certificate of Compliance per Section 01 00 01, General Requirements, (or alternately, test results or calculations) that assure item's and its anchorage's design criteria meets requirements of Section 01 00 01, General Requirements, for loads provided on the Structural Drawings.

ROOF REPLACEMENT AND REPAIR FOR WATER PRODUCTION FACILITIES PHASE 2

1.04 SEQUENCING AND SCHEDULING

- A. Coordination: Schedule and coordinate work of this section with work of Section 07 52 16, SBS-Modified Bituminous Membrane Roofing, Section 07 54 23, Thermoplastic Membrane Roofing, and Section 07 62 00, Sheet Metal Flashing and Trim.

PART 2 PRODUCTS

2.01 VENT PIPE FLASHING

- A. Prefabricated flashing with elastomeric collar and 0.032-inch aluminum base, sized to fit vent pipe.
- B. Manufacturer and Product: Oatey; No-Caulk Roof Flashing.

2.02 ROOF DRAINS

- A. Molded plastic drain with dome grate and flexible neoprene bellows connection to drain.
- B. Size: To match existing drain pipe.
- C. Manufacturers and Products:
 - 1. Johns Manville; Flex-I-Drain.
 - 2. Portals Plus, Inc.; Roof Drain.

2.03 ANCILLARY MATERIALS

- A. Sealing Tape: Polyisobutylene sealing tape specifically manufactured for setting flanges on bituminous roofing.
- B. Isolation Paint: ASTM D1187, asphalt.
- C. Coat aluminum surfaces in contact with concrete or dissimilar metals as specified.
- D. Isolation Tape: Butyl or polyisobutylene, internally reinforced, or 20-mil-thick minimum polyester.
- E. Plastic Roof Cement: ASTM D4586, Type II.
- F. Fasteners: Stainless steel of type required.

ROOF REPLACEMENT AND REPAIR FOR
WATER PRODUCTION FACILITIES PHASE 2

PART 3 EXECUTION

3.01 PREPARATION

- A. Examine surfaces and structures to receive the Work of this section.
- B. Take measurements at Site and fabricate work to suit. No changes shall be made in supporting structure to accommodate this Work.

3.02 INSTALLATION

- A. General:
 - 1. Install roof specialties and accessories as detailed in approved Shop Drawings and in conformance with manufacturer's instructions, recommendations, and standards.
 - 2. Use appropriate pipe seal, or vent pipe flashing where pipe, conduit, or cable, penetrate roofing membrane.
 - 3. Factory Finished Units: Place color variations in pieces so no extremes are next to each other.
 - 4. Make Work weathertight and free of expansion and contraction noise.
 - 5. Maintain separation between aluminum surfaces and concrete or dissimilar metals with isolation paint or with isolation tape.

END OF SECTION

SECTION 26 41 00
FACILITY LIGHTNING PROTECTION

PART 1 GENERAL

1.01 REFERENCES

- A. The following is a list of standards which may be referenced in this section:
1. Lightning Protection Institute (LPI): 175, Standard of Practice.
 2. National Fire Protection Association (NFPA):
 - a. 70, National Electrical Code (NEC).
 - b. 780, Standard for the Installation of Lightning Protection Systems.
 3. UL:
 - a. 96, Standard for Lightning Protection Components.
 - b. 96A, Standard for Installation Requirements for Lightning Protection Systems.

1.02 DESIGN REQUIREMENTS

- A. Provide lightning protection system design for the following structures:
1. Dyal Water Treatment Plant:
 - a. Administration/Operations/Filter Building.
 - b. Surface Water Dewatering Building.
 2. Wewahootee Water Treatment Plant: Chemical Building.
- B. Design lightning protection system to comply with applicable provisions of LPI 175, UL 96, UL 96A, and NFPA 780.
- C. Design to have the following special considerations:
1. Reuse existing components and only replace parts as required.
 2. Run down conductors along the exterior of the buildings.

1.03 SUBMITTALS

- A. Action Submittals:
1. Signed and Sealed Drawings by a Florida Professional Engineer (PE):
 - a. Lightning protection system layout.
 - b. Component locations.
 - c. Detailed plans.
 2. Down conductor.
 3. Connecting conductor.

ROOF REPLACEMENT AND REPAIR FOR WATER PRODUCTION FACILITIES PHASE 2

4. Bond strap.
5. Air terminals.
6. Fittings.
7. Connectors.
8. Ground rods.

B. Informational Submittals:

1. Field test report.
2. Ground Witness Certification-Form LPI-175A.
3. Post-Installation Certification-Form LPI-175B.
4. UL 96 Master Label "C" Certification.

1.04 QUALITY ASSURANCE

- A. Designer: Lightning protection system design shall be prepared by and signed and sealed by a professional engineer registered (PE) in the State of Florida.
- B. System components shall be the product of a manufacturer regularly engaged in the manufacturing of lightning protection components in accordance with UL 96.
- C. Lightning protection system shall be installed under direct supervision of an LPI 175 Certified Master Installer.
- D. Inspection of final installation and grounding connection shall be performed by an LPI-certified inspector.
- E. Provide the Work in accordance with NFPA 70. Where required by Authority Having Jurisdiction (AHJ), material and equipment shall be labeled or listed by a nationally recognized testing laboratory or other organization acceptable to the AHJ in order to provide a basis for approval under NEC.
- F. Materials and equipment manufactured within the scope of standards published by UL shall conform to those standards and shall have an applied UL listing mark.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Materials, equipment, and accessories specified in this section shall be products of:
 1. Thompson Lightning.

ROOF REPLACEMENT AND REPAIR FOR
WATER PRODUCTION FACILITIES PHASE 2

2. IPC Protection.
3. Erico Eritech Lightning Protection Systems.
4. VFC, Inc.

2.02 GENERAL

- A. Complete system shall bear UL 96 Master Label C.
- B. System Material: Aluminum, unless otherwise specified.
- C. Material shall comply in weight, size, and composition for the class of structure to be protected as established by NFPA 780.

2.03 COMPONENTS

- A. Air Terminal:
 1. Material: Solid aluminum with tapered or blunt points as required for application.
 2. Diameter: 5/8 inch.
 3. Length: Sufficient to extend minimum 10 inches above object being protected.
 4. UL 96 Label B applied to each terminal.
- B. Conductors:
 1. Lightning System Conductors: Bare medium hard-drawn stranded tin-plated copper, or stranded aluminum as required for the application.
 2. Main Down Conductor: Smooth twist stranding.
 3. Connecting Conductor: Concentric stranding.
 4. Bonding Conductor: Flexible strap.
 5. Main down and connecting conductors shall bear the UL 96 Label A, applied every 10 feet.
 6. Grounding Conductors: Stranded bare tin-plated copper.
- C. Cable Fastener and Accessories: Capable of withstanding minimum pull of 100 pounds.
- D. Fittings:
 1. Heavy-duty.
 2. Bolts, Screws, and Related Hardware: Stainless steel.
- E. Ground Rods:
 1. Material: Copper-clad.

ROOF REPLACEMENT AND REPAIR FOR WATER PRODUCTION FACILITIES PHASE 2

2. Diameter: 5/8 inch.
3. Length: minimum 10 feet.

F. Grounding Connections:

1. Welds: Exothermic process.
2. Fasteners: Bolted clamp type, corrosion-resistant copper alloy.
3. Hardware: Silicone bronze.

G. Cable Connections and Splicers:

1. Welds: Exothermic process.
2. Fasteners: Bolted clamp type, corrosion-resistant copper alloy.
3. Through-Roof Connectors: Straight or right angle with bronze and lead seal flashing washer.

H. Conduit: Schedule 40 PVC, as specified.

PART 3 EXECUTION

3.01 GENERAL

- A. Workmanship to comply with all applicable provisions of LPI 175, UL 96, UL 96A, and NFPA 780.
- B. Aluminum materials shall be used where required to meet the galvanic corrosion requirements of UL 96A.
- C. Provide pitchpockets or method compatible with roofing to waterproof roof penetrations.
- D. Install system in inconspicuous manner so components blend with building aesthetics.

3.02 EXAMINATION

- A. Verify conditions prior to installation. Actual conditions may require adjustments in air terminal and ground rod locations.

3.03 INSTALLATION

A. Air Terminals:

1. Supports: Brackets or braces.
2. Parapet Bracket Attachment: Lag or expansion bolts.

ROOF REPLACEMENT AND REPAIR FOR
WATER PRODUCTION FACILITIES PHASE 2

3. Secure base to roof surface with adhesive or pitch compatible with roofing bond.
4. Provide terminal flashing at roof penetrations.
5. Perimeter Terminals:
 - a. Maximum Spacing: 20 feet.
 - b. Maximum Distance From Outside Edge of Building: 2 feet.
6. Roof Ridge Terminals: Maximum spacing 20 feet.
7. Mid-Roof Terminals: Maximum spacing 50 feet.
8. Provide blunt point air terminals for applications exposed to personnel.

B. Conductors:

1. Conceal whenever practical.
2. Provide 1-inch PVC conduit in building walls or columns for main downloads and roof risers.
3. Support: Maximum spacing for exposed conductors.
 - a. Vertical: 3 foot.
 - b. Horizontal: 4 foot.
4. Maintain horizontal and vertical conductor courses free from dips or pockets.
5. Bends: Maximum 90 degrees, with minimum 8-inch radius.
6. Install air terminal conductors on the structural roof surface before roofing composition is applied.

C. Bonding:

1. Bond to Main Conductor System:
 - a. Roof-mounted ventilators, fans, air handlers, masts, flues, cooling towers, handrails, and other sizeable metal objects.
 - b. Roof flashing, gravel stops, insulation vents, ridge vents, roof drains, soil pipe vents, and other small metal objects if located within 6 feet of main conductors or another grounded object.
2. Bond each steel column or major framing members to grounding system.
3. Bond each main down conductor to grounding system.

D. Grounding System:

1. Grounding Conductor:
 - a. Completely encircle building structure.
 - b. Bury minimum 1 foot below finished grade.
 - c. Minimum 2 feet from foundation walls.
2. Interconnect ground rods by direct-buried copper cables.
3. Maximum Resistance: 5 ohms when connected to ground rods.

ROOF REPLACEMENT AND REPAIR FOR WATER PRODUCTION FACILITIES PHASE 2

4. Connections:
 - a. Install ground cables continuous between connections.
 - b. Exothermic welded connections to ground rods, cable trays, structural steel, handrails, and buried and nonaccessible connections.
 - c. Provide bolted clamp type mechanical connectors for all exposed secondary connections.
 - d. Use bolted offset parapet bases or through-roof concealed base assemblies for air terminal connections.
 - e. Provide interconnections with electrical and telephone systems and all underground water, and gas metal pipes.
 - f. Provide electric service arrestor ground wire to building water main.

3.04 FIELD QUALITY CONTROL

A. Field Testing:

1. Isolate lightning protection system from other ground conditions while performing tests.
2. Resistance: Test ground resistance of grounding system by the fall-of-potential method.
 - a. Test Resistance to Ground: Maximum 5 ohms.
 - b. Install additional ground rods as required to obtain maximum allowable resistance.
3. Test Report:
 - a. Description of equipment tested.
 - b. Description of test.
 - c. Test results.
 - d. Conclusions and recommendations.
 - e. Appendix, including appropriate test forms.
 - f. Identification of test equipment used.
 - g. Signature of responsible test organization authority.

END OF SECTION

DRAWINGS
(BOUND SEPARATELY)

CONTRACT DOCUMENTS

FOR THE CONSTRUCTION OF

ROOF REPLACEMENT AND REPAIR FOR WATER PRODUCTION FACILITIES PHASE 2



CITY OF COCOA
FLORIDA

VOLUME 2 OF 2
DRAWINGS

For information regarding this project, contact:
RICHIE ANGLE, P.E.
200 S ORANGE AVE
SUITE 900
ORLANDO, FL 32801
407-903-5351

Jacobs

APRIL 2025

BID DOCUMENTS



VICINITY MAP

WEWAHOOTEE WTP



– DYAL WTP

- TAYLOR CREEK
PUMP STATION

INDEX OF DRAWINGS

<u>SHEET</u>	<u>DRAWING</u>	<u>TITLE</u>
<u>01 - GENERAL</u>		
01	COVER SHEET	
02	01-G-002	LOCATION AND VICINITY MAPS AND INDEX OF DRAWINGS
03	01-G-003	ARCHITECTURAL LEGEND AND NOTES
<u>10 - DYLAL WTP</u>		
04	10-A-101	DYAL WTP SITE PLAN
05	10-A-201	DYAL WTP FILTER BLDG STORAGE ROOM ROOF PLAN
06	10-A-202	DYAL WTP ADMINISTRATION BLDG ROOF PLAN
07	10-A-203	DYAL WTP DEWATERING BLDG ROOF PLAN
08	10-A-301	DYAL WTP ROOF DETAILS
09	10-A-302	DYAL WTP ROOF DETAILS
<u>30 - WEWAHOOTEE WTP</u>		

		643 SW 4TH AVE, SUITE 400 GAINESVILLE, FLORIDA 32601 EB2822							
GENERAL LOCATION AND VICINITY MAPS AND INDEX OF DRAWINGS		ROOF REPLACEMENT AND REPAIR FOR WATER PRODUCTION FACILITIES CITY OF COCOA CITY OF COCOA, FLORIDA							
VERIFY SCALE BAR IS ONE INCH ON ORIGINAL DRAWING.									
DATE	MARCH 2025								
PROJ	EGXL7403								
DWG	01-G-002								
SHEET	2 of 12								
				DSGN		NO. DATE		REVISION	
				A. DOLSAK		DR		S. SLAYTON	
				T. DODGE		CHK		APVD	
				A. DOLSAK		T. DODGE		A. DOLSAK	

- [illegible]

ADAM N. DOLSAK AR 92469

CITY OF COCOA, FLORIDA

REUSE OF DOCUMENTS: THIS DOCUMENT, AND THE IDEAS AND DESIGNS INCORPORATED HEREIN, AS AN INSTRUMENT OF PROFESSIONAL SERVICE, IS THE PROPERTY OF JACOBS AND IS NOT TO BE USED IN WHOLE OR IN PART FOR ANY OTHER PROJECT WITHOUT THE WRITTEN AUTHORIZATION OF JACOBS.

ARCHITECTURAL
DYAL WTP
SITE PLAN

BAR IS ONE INCH ON
ORIGINAL DRAWING.

SHEET 4 of 12

BID DOCUMENTS



SITE PLAN

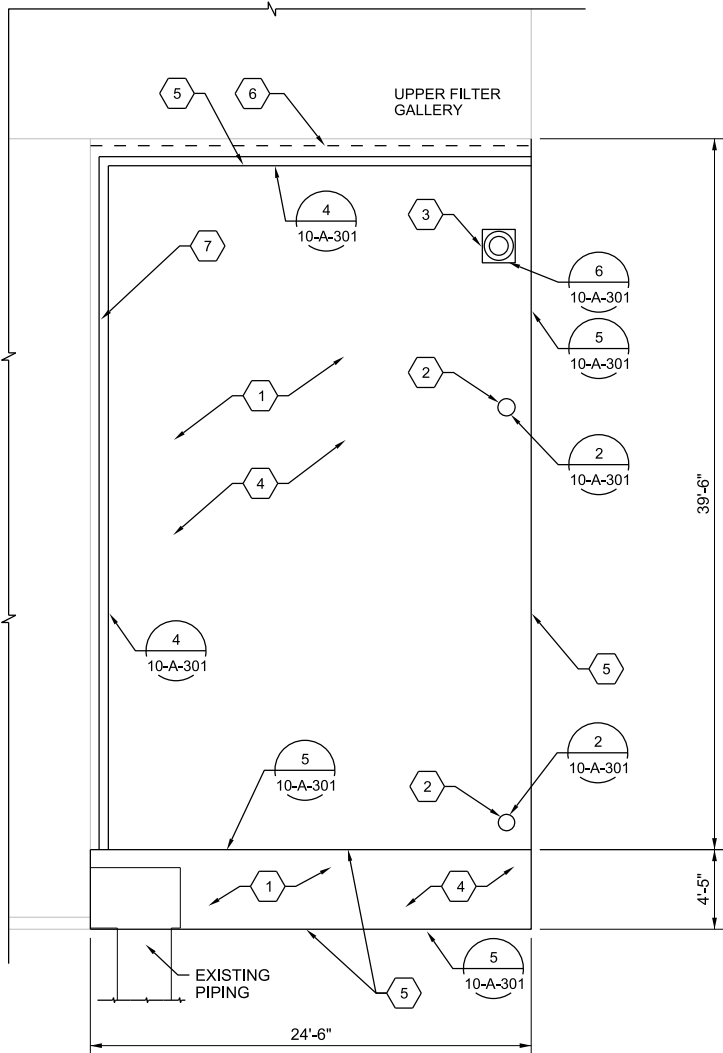
1"=60'

GENERAL NOTES

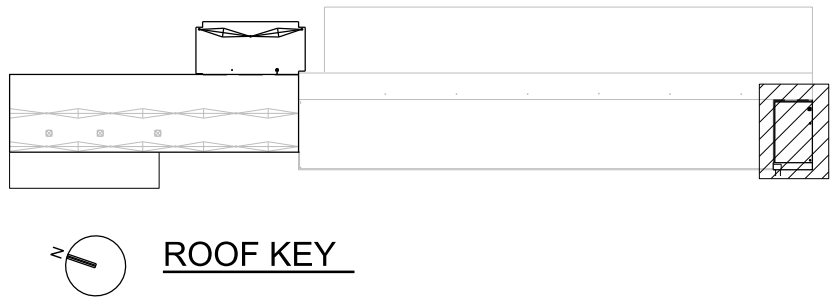
1. SEE DRAWING 00-G-03 FOR GENERAL ROOFING NOTES.

SHEET KEYNOTES

1. TEAR-OFF EXISTING ROOFING, EDGE METAL FLASHING, CRICKETS INSULATION AND COVERBOARD TO EXISTING CONCRETE ROOF DECK. PREPARE CONCRETE SUBSTRATE FOR NEW ROOFING ACCORDING TO MANUFACTURERS REQUIREMENTS.
2. EXISTING ROOF DRAIN TO REMAIN.
3. EXISTING ROOF FAN AND CURB TO BE REMOVED. INFILL OPENING W/ CONCRETE.
4. PMMA LIQUID APPLIED ROOF SYSTEM OVER NEW SBS MODIFIED BITUMINOUS ROOF SYSTEM OVER COVERBOARD OVER TAPERED INSULATION.
5. NEW PREFABRICATED METAL EDGE FLASHING.
6. EXISTING ALUMINUM GUARDRAIL TO REMAIN.
7. EXISTING ALUMINUM SCREEN ENCLOSURE WALL TO REMAIN.
8. SLOPE ROOFING AND TAPERED INSULATION TO ROOF DRAINS TO MAINTAIN A MINIMUM SLOPE OF 1/4" PER FT. SUBMIT ROOF PLAN SHOWING SLOPE LAYOUT FOR REVIEW.



1 ROOF PLAN
3/16"=1'-0"
10-A-101



ROOF KEY

643 SW 4TH AVE, SUITE 400
GAINESVILLE, FLORIDA 32601
EB2822

ADAM N. DOLSAK AR 92469

ROOF REPLACEMENT AND REPAIR
FOR WATER PRODUCTION FACILITIES
CITY OF COCOA
CITY OF COCOA, FLORIDA

JACOBS

ARCHITECTURAL
DYAL WTP
FILTER BLDG STORAGE ROOM
ROOF PLAN

VERIFY SCALE	
BAR IS ONE INCH ON ORIGINAL DRAWING.	
DATE	MARCH 2025
PROJ	EGXL7403
DWG	10-A-201
SHEET	5 of 12

GENERAL NOTES

1. SEE DRAWING 00-G-03 FOR GENERAL ROOFING NOTES.

SHEET KEYNOTES

1. TEAR-OFF EXISTING MODIFIED BITUMINOUS ROOFING, CRICKETS, EDGE METAL FLASHING, INSULATION AND COVERBOARD TO EXISTING CONCRETE ROOF DECK. PREPARE CONCRETE SUBSTRATE FOR NEW ROOFING AND FLASHING ACCORDING TO MANUFACTURERS REQUIREMENTS.
2. EXISTING ROOFING TO REMAIN.
3. REMOVE ALL BUBBLES IN THE EXISTING MODIFIED BITUMINOUS HIGH ROOF AND REPAIR WITH NEW SBS MODIFIED BITUMINOUS ROOFING SYSTEM TO MATCH EXISTING. REPAIR WORK TO BE INSPECTED BY THE EXISTING ROOF SYSTEM MANUFACTURER TO MAINTAIN THE EXISTING ROOF WARRANTY.
4. EXISTING ROOF DRAIN TO REMAIN.
5. NEW SBS MODIFIED BITUMINOUS ROOF SYSTEM OVER COVERBOARD OVER TAPERED INSULATION.
6. NEW PRE-FABRICATED METAL EDGE FLASHING.
7. EXISTING VENT PIPE TO REMAIN.
8. EXISTING ROOF FAN AND CURB TO REMAIN.
9. REMOVE AND REINSTALL LIGHTNING PROTECTION SYSTEM IN AREA OF ROOF REPLACEMENT WORK.
10. REMOVE SIDING PANELS, BATTENS, BASE FLASHING AND EDGE METAL ABOVE LOW ROOF AREA TO BE REINSTALLED AFTER INSTALLATION OF FLUID APPLIED WATERPROOFING ON CMU BACKUP WALL. REPLACE ANY PANELS, BATTENS, OR EDGE METAL FLAHSING DAMAGED DURING REMOVAL OR STORAGE WITH NEW MATERIALS THAT MATCH EXISTING.
11. EXISTING ROOF LADDER TO REMAIN.
12. REPLACE EXISTING ROOF DRAIN ASSEMBLY AND ROOF DRAIN PIPE CONNECTION AND ELBOW TO MATCH EXISTING TYPE, SIZE AND MATERIAL AS REQUIRED.

643 SW 4TH AVE, SUITE 400
GAINESVILLE, FLORIDA 32601
EB2822

ADAM N. DOLSAK AR 92489

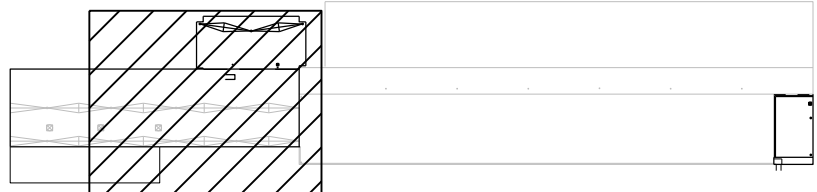
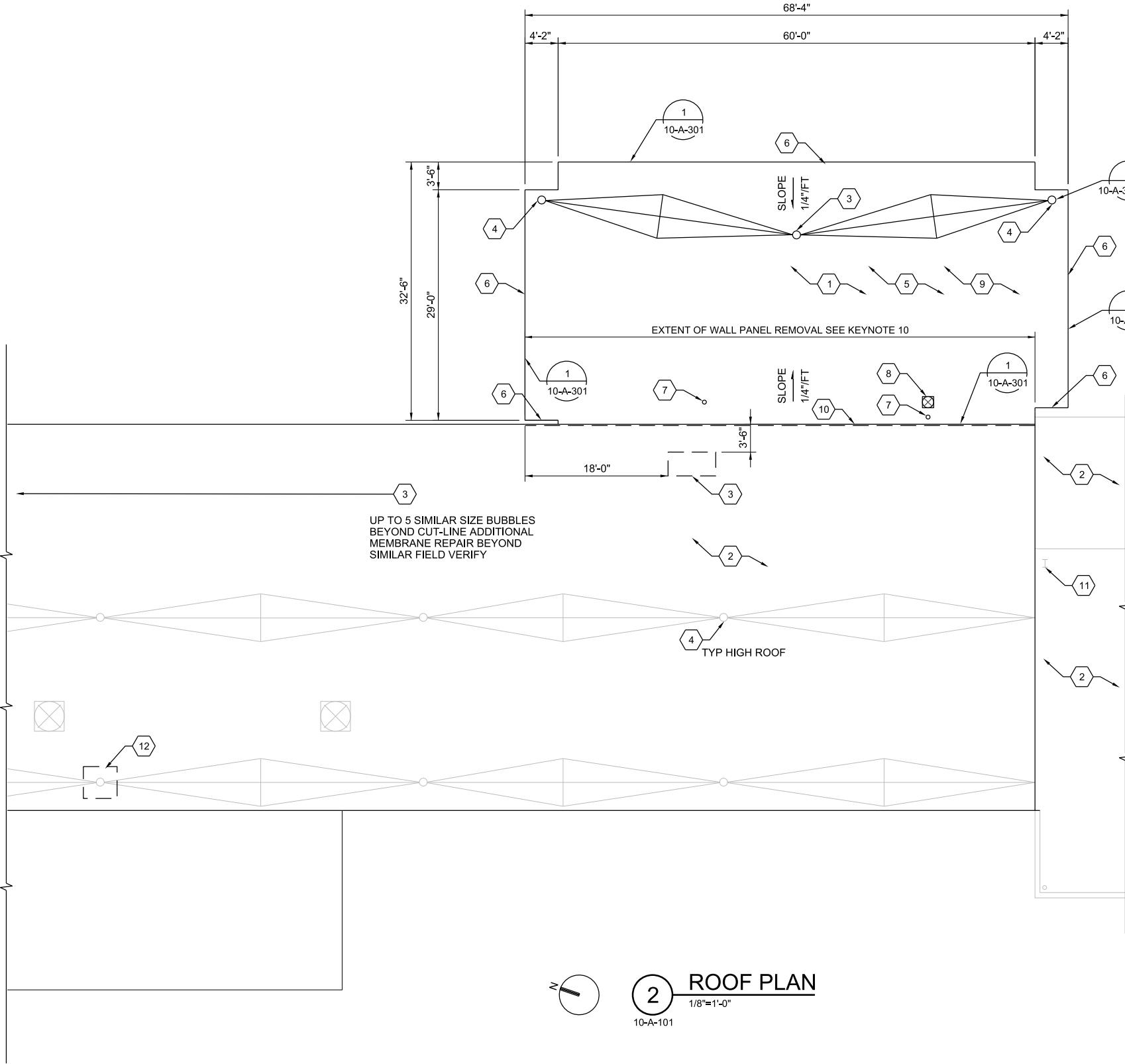
ROOF REPLACEMENT AND REPAIR
FOR WATER PRODUCTION FACILITIES

CITY OF COCOA
CITY OF COCOA, FLORIDA

JACOBS

ARCHITECTURAL
DYAL WTP
ADMINISTRATION BLDG
ROOF PLAN

VERIFY SCALE	
BAR IS ONE INCH ON ORIGINAL DRAWING.	
DATE	MARCH 2025
PROJ	EGXL7403
DWG	10-A-202
SHEET	6 of 12



ROOF KEY

SHEET KEYNOTES

1. EXISTING TPO ROOFING TO REMAIN.
2. EXISTING CONDUCTOR HEAD AND DOWNSPOUT TO REMAIN.
3. EXISTING ROOF HATCH AND CURB TO REMAIN. RE-FLASH CURB WITH NEW TPO FLASHING.
4. REMOVE EXISTING TPO CURB FLASHING AND COVER CURB AND CONCRETE LID COMPLETELY WITH NEW TPO MEMBRANE AND FLASHING.
5. REMOVE PORTION OF METAL COPING AT LIGHTNING PROTECTION CABLE PENETRATIONS. RE-ROUTE LIGHTNING PROTECTION GROUNDING CABLES TO EXTERIOR WALL OF BUILDING IN CONDUIT. INSTALL NEW PRE-FABRICATED METAL COPING TO MATCH EXISTING.
6. EXISTING POWER RECEPTACLE AND CONDUIT TO BE REMOVED.
7. REMOVE PORTION OF EXISTING METAL COPING AT CONDUIT AND RECEPTACLE LOCATION. REMOVE CONDUIT AND RECEPTACLE. INSTALL NEW METAL COPING TO MATCH EXISTING.
8. EXISTING ANTENNA TO REMAIN.



70'-0"

ROOF PLAN

$$3/16'' = 1'-0''$$

(3

10-A-101

ARCHITECTURAL
DYAL WTP
DEWATERING E
ROOF PLAN

DATE	DESCRIPTION	BY	REMARKS
2024-10-27	REUSE OF DOCUMENTS:		THIS DOCUMENT, AND THE IDEAS AND DESIGNS INCORPORATED HEREIN, AS AN INSTRUMENT OF PROFESSIONAL SERVICE, IS THE PROPERTY OF JACOBS AND IS NOT TO BE USED IN WHOLE OR IN PART FOR ANY OTHER PROJECT WITHOUT THE WRITTEN AUTHORIZATION OF JACOBS.

BID DOCUMENTS

SHEET 7 of 12

1

2

3

4

5

6

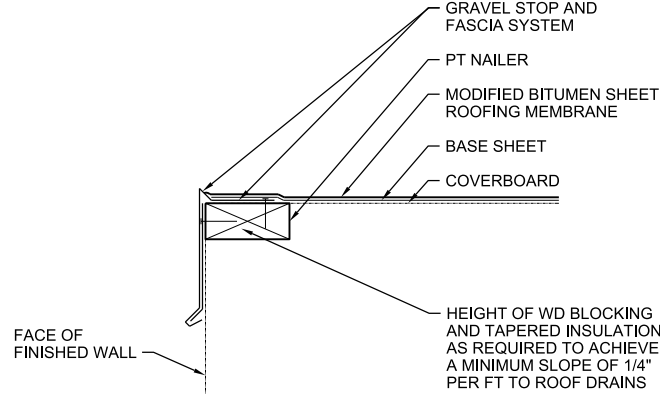
© JACOBS 2023, ALL RIGHTS RESERVED.

A

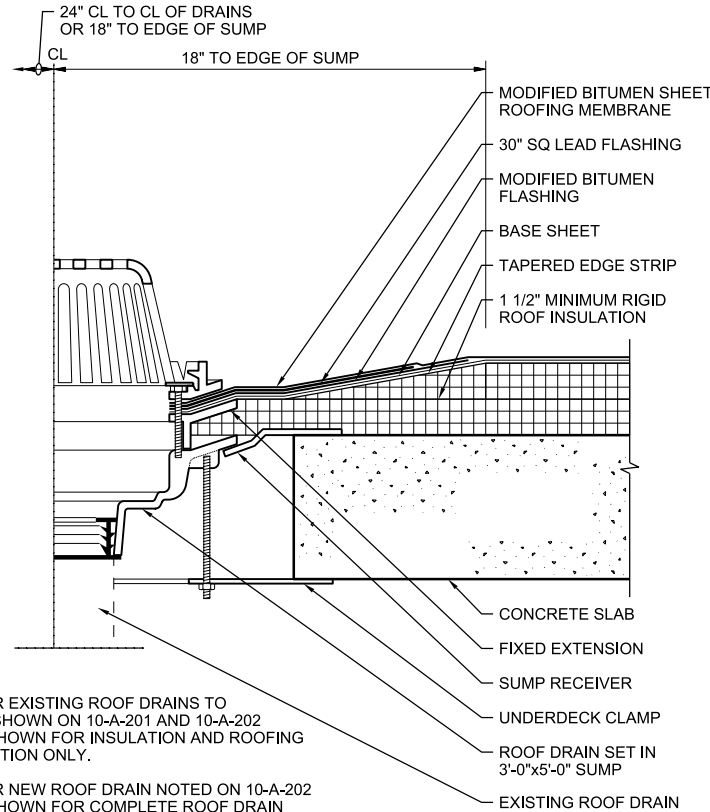
B

C

D

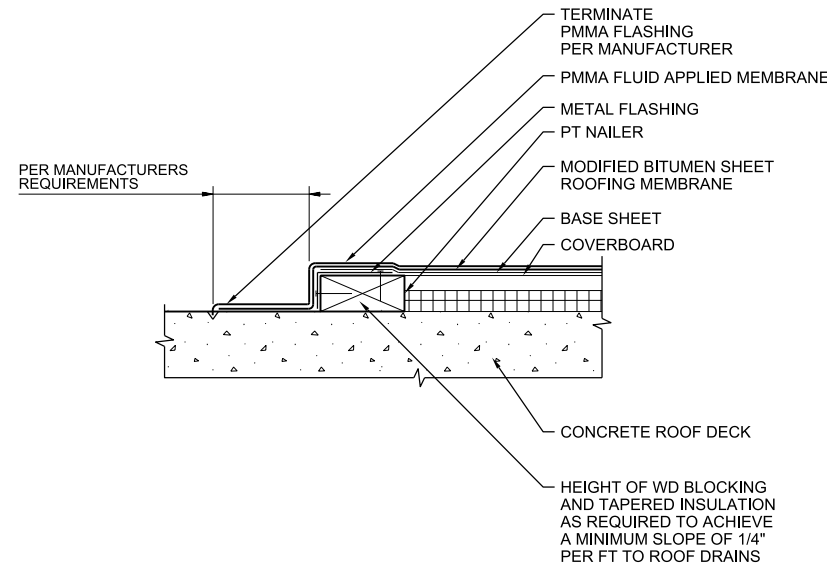


1 DETAIL
NTS

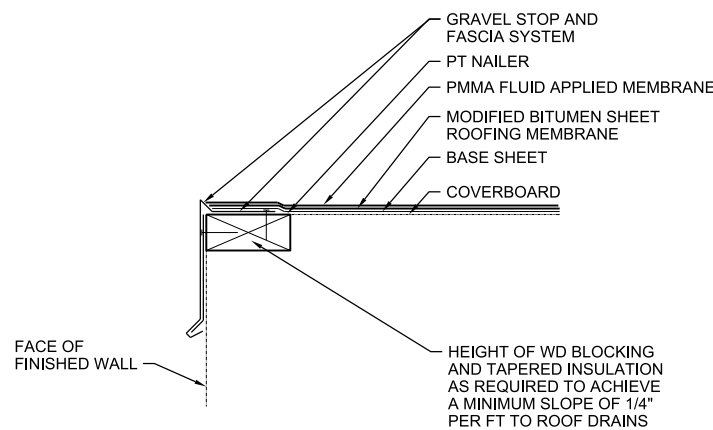


2 DETAIL
NTS

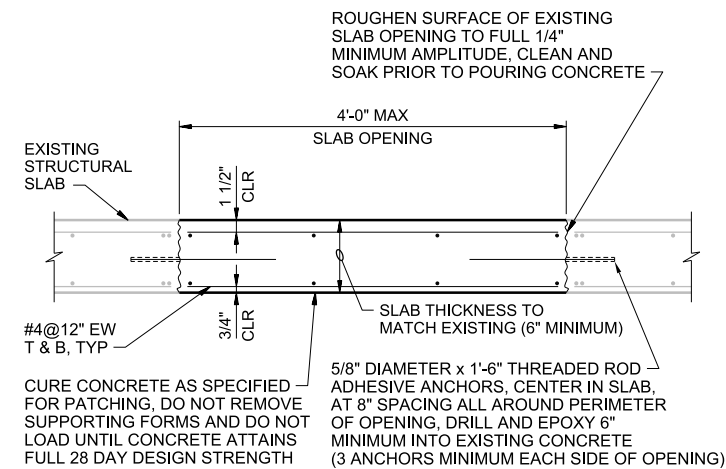
3 NOT USED
NTS



4 DETAIL
NTS



5 DETAIL
NTS



6 DETAIL
NTS

643 SW 4TH AVE, SUITE 400
GAINESVILLE, FLORIDA 32601
EB2822

ADAM N. DOLSAK AR 92469

ROOF REPLACEMENT AND REPAIR
FOR WATER PRODUCTION FACILITIES
CITY OF COCOA
CITY OF COCOA, FLORIDA

JACOBS

ARCHITECTURAL
DYAL WTP
ROOF DETAILS

VERIFY SCALE

BAR IS ONE INCH ON
ORIGINAL DRAWING.
0 1"

DATE MARCH 2025

PROJ EGXL7403

DWG 10-A-301

SHEET 8 of 12

1

2

3

4

5

6

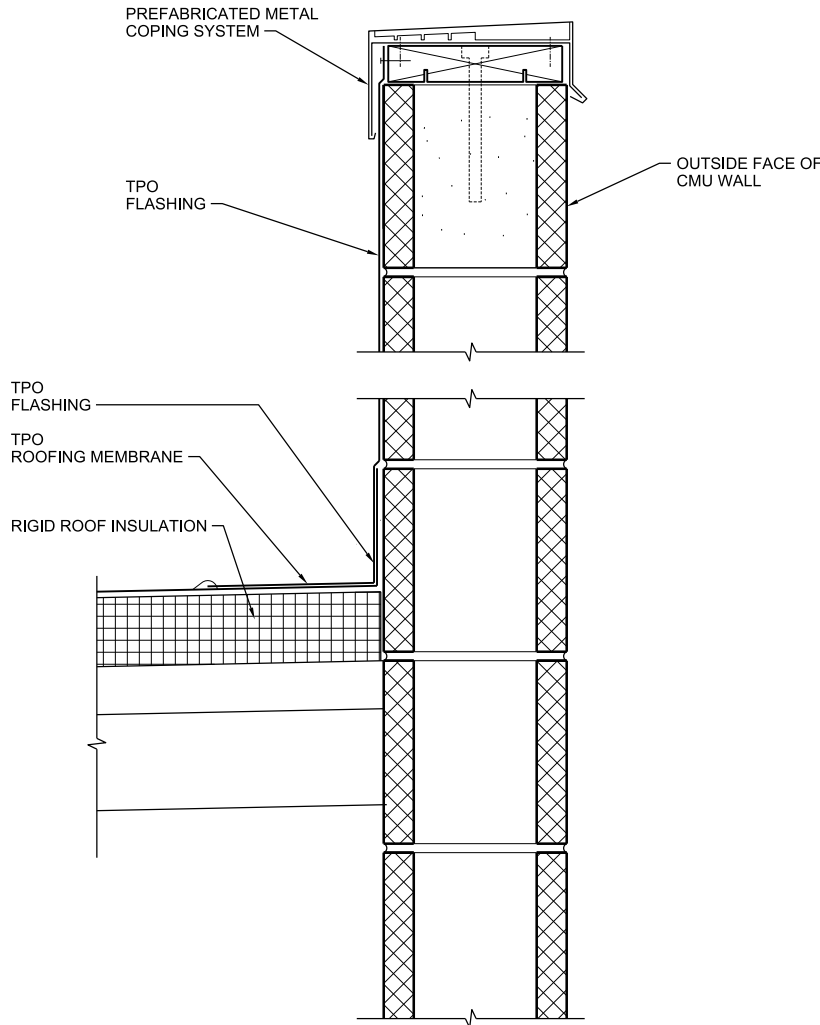
© JACOBS 2023, ALL RIGHTS RESERVED.

A

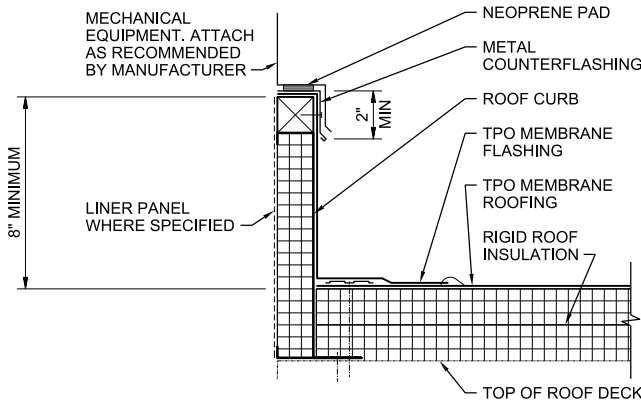
B

C

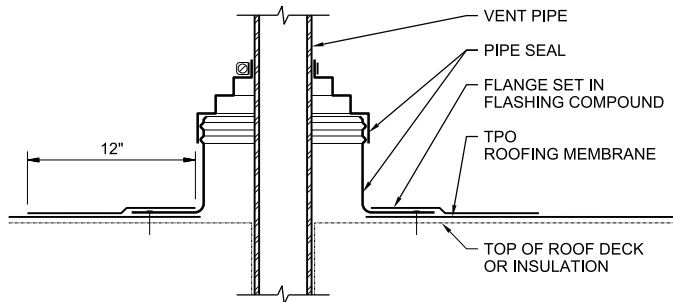
D



A SECTION
3"=1'-0"



1 DETAIL
NTS



2 DETAIL
NTS

643 SW 4TH AVE, SUITE 400
GAINESVILLE, FLORIDA 32601
EB2822

ADAM N. DOLSAK AR 92489

ROOF REPLACEMENT AND REPAIR
FOR WATER PRODUCTION FACILITIES
CITY OF COCOA
CITY OF COCOA, FLORIDA

Jacobs

ARCHITECTURAL
DYAL WTP
ROOF DETAILS

VERIFY SCALE

BAR IS ONE INCH ON
ORIGINAL DRAWING.
0 1"

DATE MARCH 2025

PROJ EGXL7403

DWG 10-A-302

SHEET 9 of 12

BID DOCUMENTS

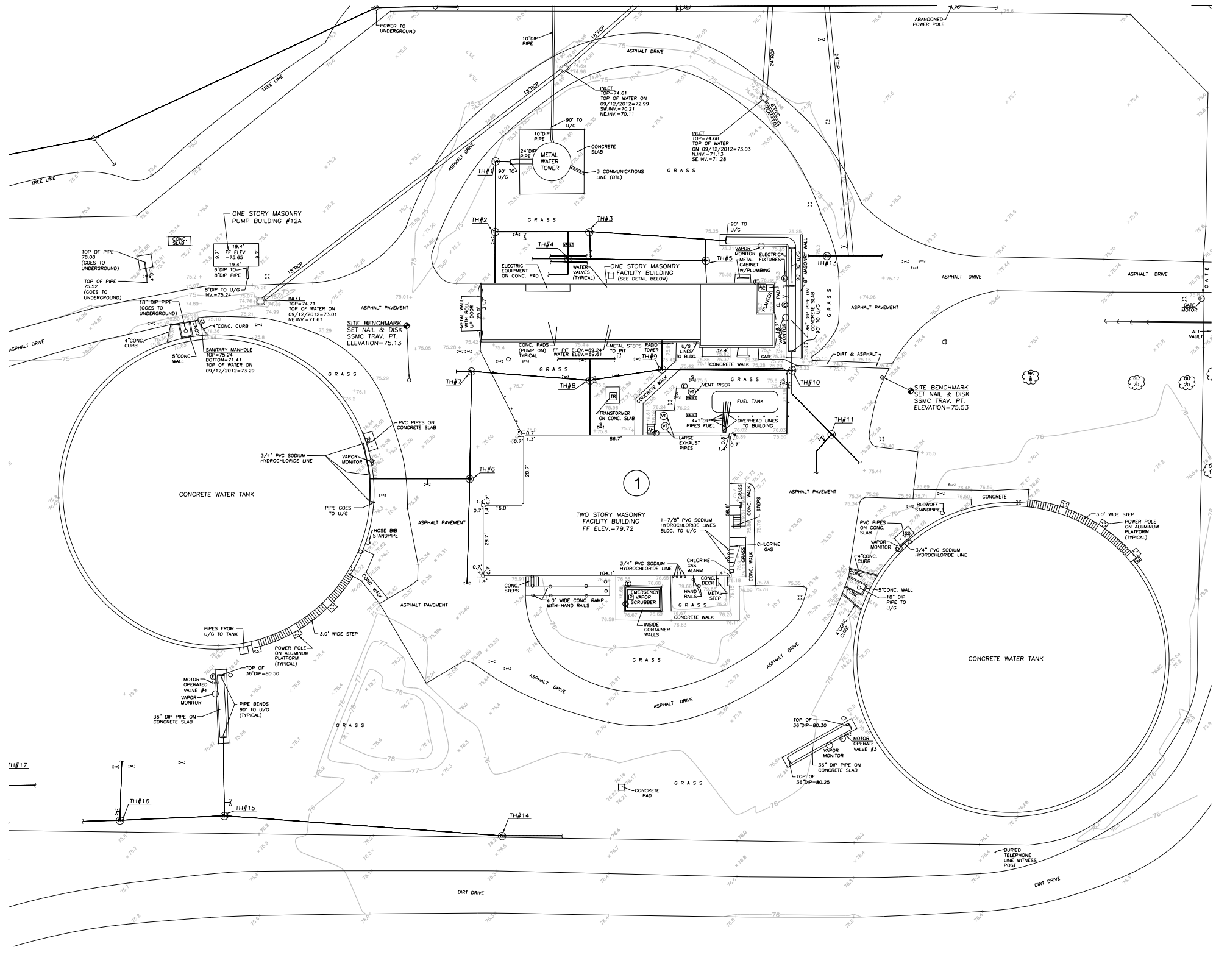
NO.	DATE	REVISION		BY	APVD
DSGN		DR	CHK		
		A. DOL SAK	S. SLAYTON	T. DODGE	A. DOL SAK

THIS DRAWING, AS AN INSTRUMENT OF PROFESSIONAL SERVICE, IS THE PROPERTY OF THE FIRM OF ARCHITECTS AND ENGINEERS, INC. IT IS TO BE KEPT IN THE OFFICE OF THE ARCHITECT AND ENGINEER, AND NOT TO BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT THE WRITTEN AUTHORIZATION OF ARCHITECTS AND ENGINEERS, INC.

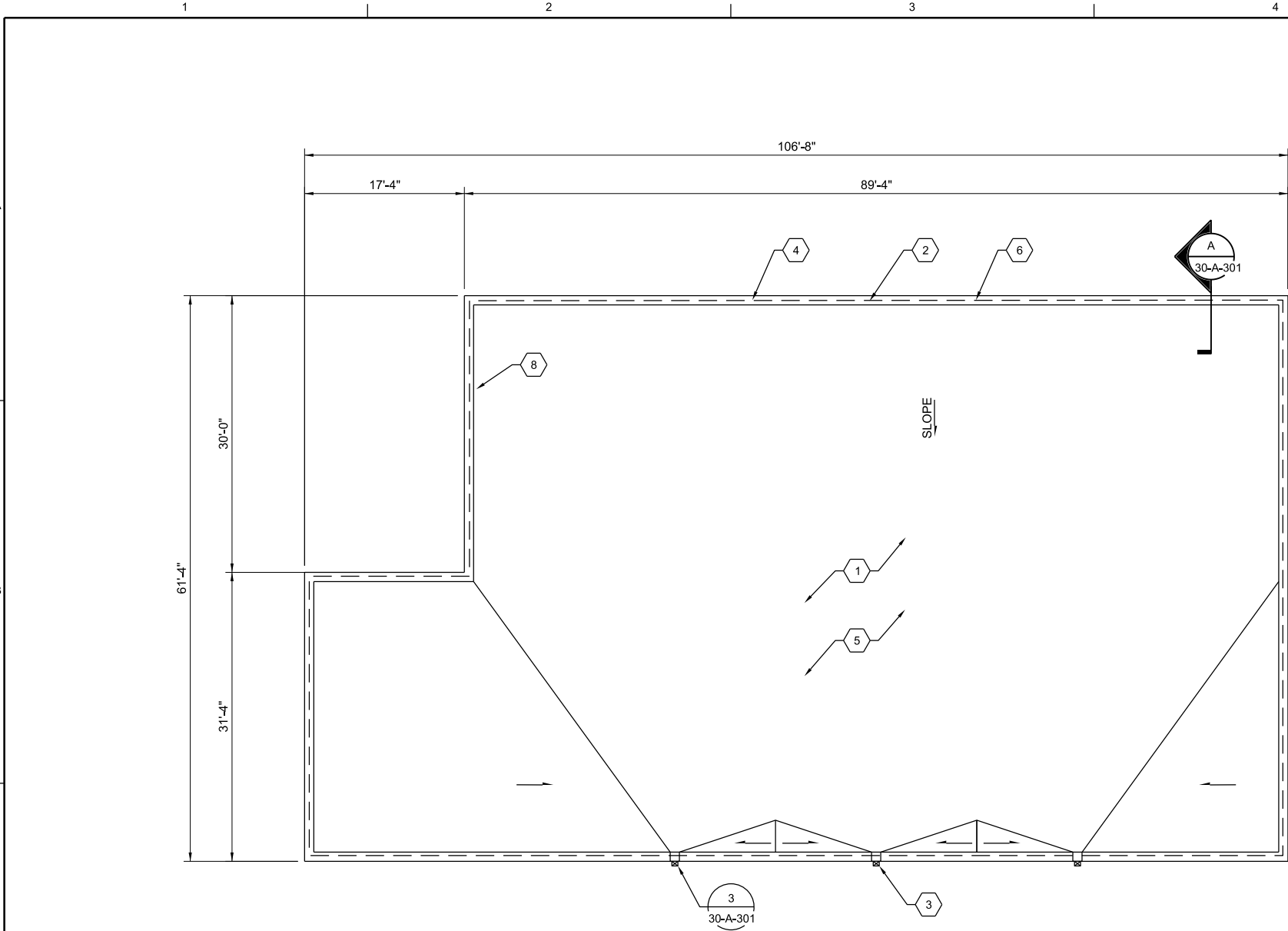
Jacobs.

ARCHITECTURAL
WEWAHOOTEE
SITE PLAN

VERIFY SCALE	
BAR IS ONE INCH ON ORIGINAL DRAWING. 0  1"	
DATE	MARCH 2025
PROJ	EGXL7403
DWG	30-A-101
SHEET	10 of 12

[illegible]

 **SITE PLAN**
1"=25'



2 ROOF PLAN
30-A-101
1/8"=1'-0"

GENERAL NOTES

1. SEE DRAWING 00-G-03 FOR GENERAL ROOFING NOTES.

SHEET KEYNOTES

1. TEAR-OFF EXISTING ROOFING, CRICKETS INSULATION AND COVERBOARD TO EXISTING CONCRETE ROOF DECK. PREPARE CONCRETE SUBSTRATE FOR NEW ROOFING ACCORDING TO MANUFACTURERS REQUIREMENTS.
2. REMOVE EXISTING CONCRETE COPING COMPLETELY.
3. EXISTING CONDUCTOR HEAD AND DOWNSPOUT TO REMAIN.
4. RELOCATE EXISTING LIGHTNING PROTECTION SYSTEM TO INSIDE FACE OF PARAPET WALL.
5. NEW TPO ROOF SYSTEM OVER COVERBOARD OVER TAPERED INSULATION.
6. NEW PRE-FABRICATED METAL COPING.
7. EXISTING STEEL TOWER TO REMAIN. CONTRACTOR TO REMOVE AND REPLACE CONDUIT, BRACING, FASTENERS AS REQUIRED TO INSTALL NEW ROOFING AND COPING. CONDUIT TO BE RE-INSTALLED ON EXTERIOR WALL OF BUILDING.
8. NEW PREFABRICATED METAL EDGE FLASHING.

643 SW 4TH AVE, SUITE 400
GAINESVILLE, FLORIDA 32601
EB2822
ADAM N. DOLSAK AR 92469
ROOF REPLACEMENT AND REPAIR
FOR WATER PRODUCTION FACILITIES
CITY OF COCOA
CITY OF COCOA, FLORIDA

JACOBS
ARCHITECTURAL
WEWAHOOTEE WG
ROOF PLAN

VERIFY SCALE

BAR IS ONE INCH ON
ORIGINAL DRAWING.
0 1"

DATE	MARCH 2025
PROJ	EGXL7403
DWG	30-A-202
SHEET	11 of 12

REUSE OF DOCUMENTS: THIS DOCUMENT, AND THE IDEAS AND DESIGNS INCORPORATED HEREIN, AS AN INSTRUMENT OF PROFESSIONAL SERVICE, IS THE PROPERTY OF JACOBS AND IS NOT TO BE USED, IN WHOLE OR IN PART, FOR ANY OTHER PROJECT WITHOUT THE WRITTEN AUTHORIZATION OF JACOBS.

BID DOCUMENTS

1

2

3

4

5

6

© JACOBS 2023, ALL RIGHTS RESERVED.

A

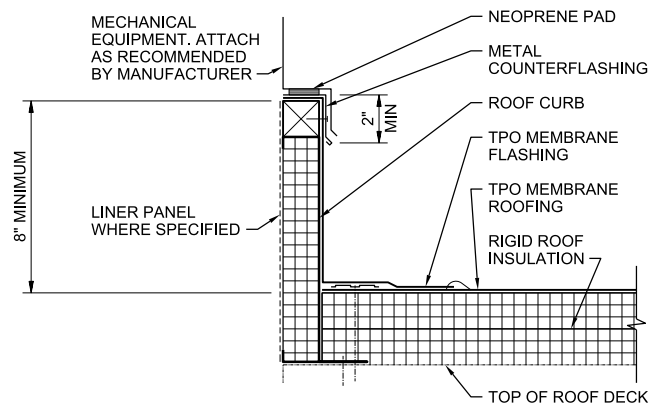
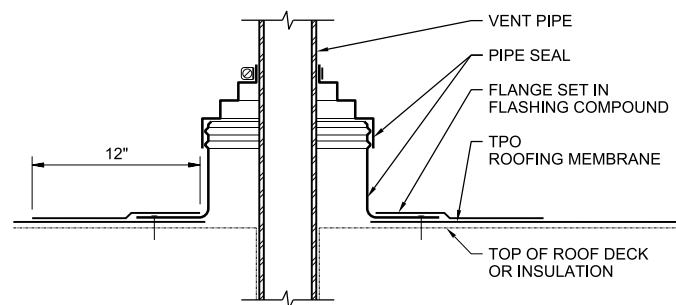
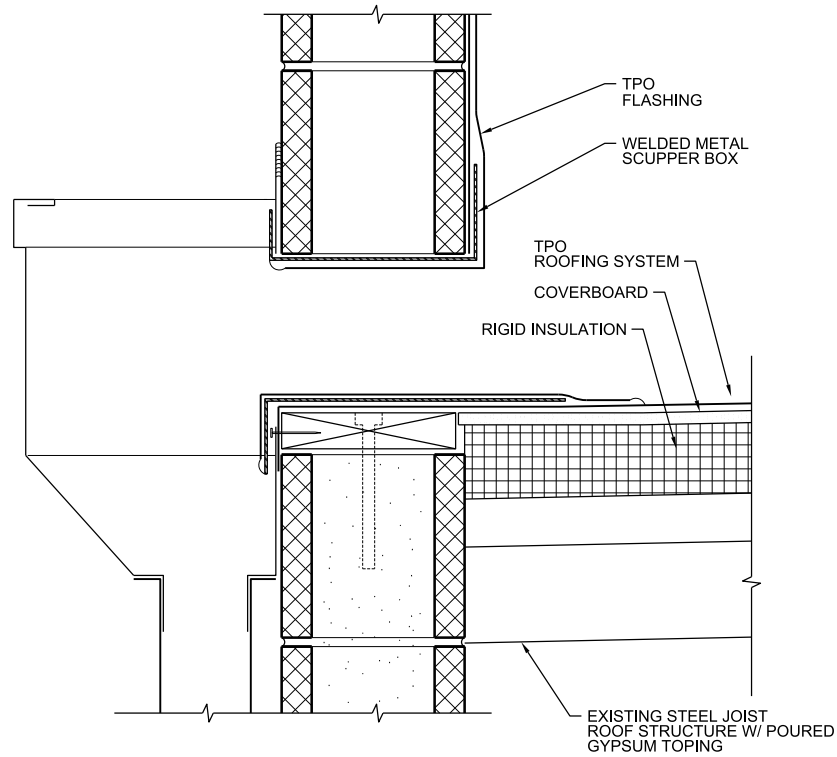
B

C

D

2x REQUIRED PT NAILER
WITH KERF CUTSPREFABRICATED METAL
COPING SYSTEMCOUNTERSINK 1/2" DIA
MASONRY ANCHORS
AT 24" OC MAXIMUM AND
WITHIN 12" OF ENDSTPO
FLASHINGOUTSIDE FACE OF
CMU WALLTPO
FLASHINGTPO
ROOFING MEMBRANE

RIGID ROOF INSULATION

A SECTION
3"=1'-0"**1** DETAIL
3"=1'-0"**2** DETAIL
3"=1'-0"**3** DETAIL
3"=1'-0"643 SW 4TH AVE, SUITE 400
GAINESVILLE, FLORIDA 32601
EB2822

ADAM N. DOLSAK AR 92469

ROOF REPLACEMENT AND REPAIR
FOR WATER PRODUCTION FACILITIES

CITY OF COCOA

CITY OF COCOA, FLORIDA

JacobsARCHITECTURAL
WEWAHOOTEE
ROOF DETAILS

VERIFY SCALE

BAR IS ONE INCH ON
ORIGINAL DRAWING,
0 1"

DATE MARCH 2025

PROJ EGXL7403

DWG 30-A-301

SHEET 12 of 12

FILENAME: 30-A-301_EGXL7403.dgn

PLOT DATE: 3/14/2025

Page 692 of 948

BID DOCUMENTS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/30/2025

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 Associated 1701 Golf Road #3-700 Rolling Meadows IL 60008	CONTACT NAME: Sima Patel PHONE (A/C, No, Ext): 847-427-8400 E-MAIL ADDRESS: spatel@associated.cc	FAX (A/C, No): 847-427-3430
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: American Casualty Company of Reading PA		20427
INSURER B: Continental Casualty Company		20443
INSURER C: Continental Insurance Company		35289
INSURER D: Lexington Insurance Co		19437
INSURER E:		
INSURER F:		

License#: 1514043
ROOFHOL-01**COVERAGES****CERTIFICATE NUMBER:** 1925640499**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
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☐ ☐ GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER:	Y	Y	7037059087	5/1/2025	5/1/2026	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	7037059042	5/1/2025	5/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000	Y	Y	7039425272	5/1/2025	5/1/2026	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	WC 7 37059056	5/1/2025	5/1/2026	☒ 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
D C	Contractors E&O/Pollution Prop/Equip/Installation Floater			015136594 7037084118	5/1/2025 5/1/2025	5/1/2026 5/1/2026	Each Ciam & Agg Temp Storage/Transit Lease/Rented Eqp 2,000,000 1,000,000 100,000 Per Item

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

The Listed Entities are additional insured with regard to the general liability and automobile liability on a primary and noncontributory basis as required by written contract. Waiver of subrogation applies the general liability, automobile liability and workers compensation policies as required by written contract. The umbrella/excess would be follow form of the underlying General liability, Auto liability, and Workers Compensation/Employers liability. 30 Day Notice of Cancellation.

CERTIFICATE HOLDER**CANCELLATION**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

© 1988-2015 ACORD CORPORATION. All rights reserved.

CITY COUNCIL AGENDA ITEM

Memo Date: April 23, 2025
Agenda Date: July 8, 2025
File ID: 2025-384
Prepared By: Alexis Crespo, Planning Consultant, RVi
Through: Stockton Whitten, City Manager
Requested Action: Request to postpone First Reading of consideration of an Expedited State Review Comprehensive Plan Text Amendment to amend Figure FLU-1, Standards for Future Land Use Categories, to include the Commercial Parkway (C-P) zoning district within the Four Corners Overlay District, as an applicable zoning district in the Mixed-Use (MU) Future Land Use Designation. [Postpone to September 23rd, 2025 Regular Council Meeting at 6pm.]

BACKGROUND:

At the request of the City Manager, in order to provide more time for stakeholder input, the item will be continued to the regular City Council Meeting scheduled for September 23rd, 2025 at 6pm.

PRIORITY AREA CONNECTION:

Economic and Community Development

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

RECOMMENDED MOTION:

Request to postpone First Reading of consideration of an Expedited State Review Comprehensive Plan Text Amendment to amend Figure FLU-1, Standards for Future Land Use Categories, to include the Commercial Parkway (C-P) zoning district within the Four Corners Overlay District, as an applicable zoning district in the Mixed-Use (MU) Future Land Use Designation. [Postpone to September 23rd, 2025 Regular Council Meeting at 6pm.]

AFFIDAVIT OF PUBLICATION

Jennifer Webster, Planning & Zoning Dept.
Attn: Accounting Division
City Of Cocoa (Te)
65 Stone St
Cocoa FL 32922-7982

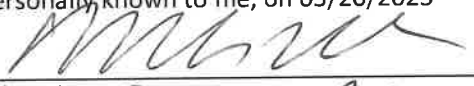
STATE OF WISCONSIN, COUNTY OF BROWN

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 Main Legal CLEGL, was published on the publicly accessible website of Brevard County, Florida, or in a newspaper by print in the issues of, on:

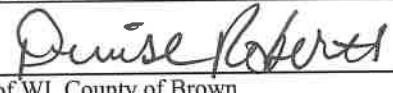
05/20/2025

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 05/20/2025



Legal Clerk



Notary, State of WI, County of Brown

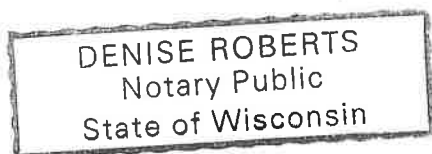
4-6-27

My commission expires

Publication Cost:	\$896.24	
Tax Amount:	\$0.00	
Payment Cost:	\$896.24	
Order No:	11326776	# of Copies:
Customer No:	1127247	1
PO #:		

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.



CITY OF COCOA NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT
THE PLANNING & ZONING BOARD/LOCAL PLANNING AGENCY
AND THE COCOA CITY COUNCIL

PROPOSE TO CONSIDER THE FOLLOWING:

LARGE SCALE COMPREHENSIVE PLAN TEXT AMENDMENT I ORD 01-2025

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, ADOPTING A LARGE SCALE COMPREHENSIVE PLAN TEXT AMENDMENT; AMENDING FIGURE FLU-1 SET FORTH IN THE FUTURE LAND USE ELEMENT TO PROVIDE THAT THE COMMERCIAL PARKWAY ZONING DISTRICT WITHIN THE FOUR CORNERS OVERLAY DISTRICT IS AN ALLOWABLE ZONING DISTRICT IN THE MIXED USE FUTURE LAND USE CATEGORY; PROVIDING DATA AND ANALYSIS AND THE LEGAL BASIS SET FORTH IN THE RECITALS TO SUPPORT THE PROPOSED COMPREHENSIVE AMENDMENT; PROVIDING 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.

LAND DEVELOPMENT REGULATIONS AMENDMENT I ORD 02-2025

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING APPENDIX A, ZONING, ARTICLE XI OF THE CODE OF THE CITY OF COCOA, CREATING AND ADOPTING THE FOUR CORNERS OVERLAY DISTRICT; PROVIDING FOR ITS PURPOSE AND APPLICABILITY; ESTABLISHING PERMITTED, SPECIAL EXCEPTION, AND PROHIBITED USES; PROVIDING FOR PERFORMANCE STANDARDS, INCLUDING SETBACKS, PARKING, LANDSCAPING, AND SIGNAGE REQUIREMENTS; ESTABLISHING BUILDING DESIGN STANDARDS; ESTABLISHING THE BOUNDARIES OF THE FOUR CORNERS OVERLAY DISTRICT, PARTICULARLY DEPICTED AND DESCRIBED ON EXHIBIT "A" ATTACHED HERETO; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

CONSISTING OF THE FOLLOWING TAX ID NUMBERS:

24 3633-31-C-1,24 3633-32--3,24 3633-30--14,24 3633-00-251,24 3633-01--51,24 3633-00-289,24 3633-30--15,24 3633-30--8,24 3633-31-A-5,24 3633-31-C-2,24 3633-30--21 03,24 3633-30--21 04,24 3633-00-253,24 3633-31--R-4,24 3633-31--R-3,24 3633-31--R-5,24 3633-31--R-1,24 3633-31--R-2,24 3633-32--9,24 3633-00-288,24 3633-32--7,24 3633-31-D-11,24 3633-31-U-12,24 3633-31-D-13,24 3633-00-258



AND THE FOLLOWING:

ALCOHOLIC BEVERAGE ORDINANCE AMENDMENT I ORD 04-2025

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING THE ZONING ORDINANCE OF THE CITY OF COCOA, RELATING TO REGULATION OF ALCOHOLIC BEVERAGES; IMPOSING SEPARATION REQUIREMENTS FOR LIQUOR STORES AND PACKAGE STORES FROM CERTAIN OTHER USES; IMPOSING SEPARATION REQUIREMENTS BETWEEN LOCATIONS FOR ON-PREMISE CONSUMPTION OF ALCOHOL AND PUBLIC PARKS AND PLAYGROUNDS; UPDATING THE ZONING ORDINANCE TO BE CONSISTENT WITH STATE LAW REGARDING SEPARATION REQUIREMENTS BETWEEN SCHOOLS AND LOCATIONS FOR ON-PREMISE CONSUMPTION OF ALCOHOL; AMENDING THE METHOD OF MEASURING SEPARATION FOR PURPOSES OF ALCOHOLIC BEVERAGE REGULATIONS; AMENDING CERTAIN DEFINITIONS TO CLARIFY THE APPLICATION OF THE ALCOHOLIC BEVERAGE REGULATIONS; MODIFYING THE REGULATIONS PERTAINING TO ALCOHOLIC BEVERAGE SALES AS AN ACCESSORY USE; AMENDING THE LIST OF PERMITTED AND SPECIAL EXCEPTION USES IN THE GENERAL COMMERCIAL DISTRICT (C-G) RELATING TO ALCOHOLIC BEVERAGES; 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

June 4, 2025

CITY COUNCIL PUBLIC HEARING WILL BE HELD ON

July 8, 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 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://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.

CITY COUNCIL AGENDA ITEM

Memo Date: April 23, 2025
Agenda Date: July 8, 2025
File ID: 2025-385
Prepared By: Alexis Crespo, Planning Consultant, RVi
Through: Stockton Whitten, City Manager
Requested Action: Request to postpone First Reading of consideration of a Land Development Code Text Amendment Appendix A, Article XI Code of Ordinances of the City of Cocoa creating Section 23, Four Corners Overlay District, establishing permitted, special exception, and prohibited uses; providing for performance standards, including setbacks, parking, landscaping, and signage requirements; establishing building design standards; establishing the boundaries of the Four Corners Overlay District. [Postpone to September 23rd, 2025 Regular Council Meeting at 6pm.]

BACKGROUND:

At the request of the City Manager, in order to provide more time for stakeholder input, the item will be continued to the regular City Council Meeting scheduled for September 23rd, 2025 at 6pm.

PRIORITY AREA CONNECTION:

Economic and Community Development

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

RECOMMENDED MOTION:

Request to postpone First Reading of consideration of a Land Development Code Text Amendment Appendix A, Article XI Code of Ordinances of the City of Cocoa creating Section 23, Four Corners Overlay District, establishing permitted, special exception, and prohibited uses; providing for performance standards, including setbacks, parking, landscaping, and signage requirements; establishing building design standards; establishing the boundaries of the Four Corners Overlay District. [Postpone to September 23rd, 2025 Regular Council Meeting at 6pm.]

AFFIDAVIT OF PUBLICATION

Jennifer Webster, Planning & Zoning Dept.
Attn: Accounting Division
City Of Cocoa (Te)
65 Stone St
Cocoa FL 32922-7982

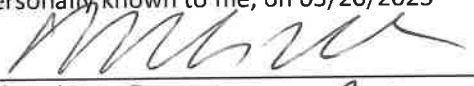
STATE OF WISCONSIN, COUNTY OF BROWN

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 Main Legal CLEGL, was published on the publicly accessible website of Brevard County, Florida, or in a newspaper by print in the issues of, on:

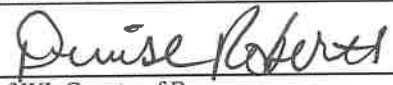
05/20/2025

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 05/20/2025



Legal Clerk



Notary, State of WI, County of Brown

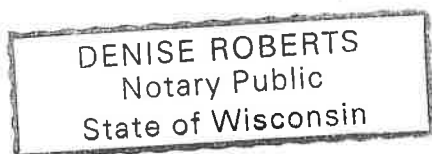
4-6-27

My commission expires

Publication Cost:	\$896.24	
Tax Amount:	\$0.00	
Payment Cost:	\$896.24	
Order No:	11326776	# of Copies:
Customer No:	1127247	1
PO #:		

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.



CITY OF COCOA NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT
THE PLANNING & ZONING BOARD/LOCAL PLANNING AGENCY
AND THE COCOA CITY COUNCIL

PROPOSE TO CONSIDER THE FOLLOWING:

LARGE SCALE COMPREHENSIVE PLAN TEXT AMENDMENT I ORD 01-2025

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, ADOPTING A LARGE SCALE COMPREHENSIVE PLAN TEXT AMENDMENT; AMENDING FIGURE FLU-1 SET FORTH IN THE FUTURE LAND USE ELEMENT TO PROVIDE THAT THE COMMERCIAL PARKWAY ZONING DISTRICT WITHIN THE FOUR CORNERS OVERLAY DISTRICT IS AN ALLOWABLE ZONING DISTRICT IN THE MIXED USE FUTURE LAND USE CATEGORY; PROVIDING DATA AND ANALYSIS AND THE LEGAL BASIS SET FORTH IN THE RECITALS TO SUPPORT THE PROPOSED COMPREHENSIVE AMENDMENT; PROVIDING 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.

LAND DEVELOPMENT REGULATIONS AMENDMENT I ORD 02-2025

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING APPENDIX A, ZONING, ARTICLE XI OF THE CODE OF THE CITY OF COCOA, CREATING AND ADOPTING THE FOUR CORNERS OVERLAY DISTRICT; PROVIDING FOR ITS PURPOSE AND APPLICABILITY; ESTABLISHING PERMITTED, SPECIAL EXCEPTION, AND PROHIBITED USES; PROVIDING FOR PERFORMANCE STANDARDS, INCLUDING SETBACKS, PARKING, LANDSCAPING, AND SIGNAGE REQUIREMENTS; ESTABLISHING BUILDING DESIGN STANDARDS; ESTABLISHING THE BOUNDARIES OF THE FOUR CORNERS OVERLAY DISTRICT, PARTICULARLY DEPICTED AND DESCRIBED ON EXHIBIT "A" ATTACHED HERETO; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

CONSISTING OF THE FOLLOWING TAX ID NUMBERS:

24 3633-31-C-1,24 3633-32--3,24 3633-30--14,24 3633-00-251,24 3633-01--51,24 3633-00-289,24 3633-30--15,24 3633-30--8,24 3633-31-A-5,24 3633-31-C-2,24 3633-30--21 03,24 3633-30--21 04,24 3633-00-253,24 3633-31--R-4,24 3633-31--R-3,24 3633-31--R-5,24 3633-31--R-1,24 3633-31--R-2,24 3633-32--9,24 3633-00-288,24 3633-32--7,24 3633-31-D-11,24 3633-31-U-12,24 3633-31-D-13,24 3633-00-258



AND THE FOLLOWING:

ALCOHOLIC BEVERAGE ORDINANCE AMENDMENT I ORD 04-2025

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING THE ZONING ORDINANCE OF THE CITY OF COCOA, RELATING TO REGULATION OF ALCOHOLIC BEVERAGES; IMPOSING SEPARATION REQUIREMENTS FOR LIQUOR STORES AND PACKAGE STORES FROM CERTAIN OTHER USES; IMPOSING SEPARATION REQUIREMENTS BETWEEN LOCATIONS FOR ON-PREMISE CONSUMPTION OF ALCOHOL AND PUBLIC PARKS AND PLAYGROUNDS; UPDATING THE ZONING ORDINANCE TO BE CONSISTENT WITH STATE LAW REGARDING SEPARATION REQUIREMENTS BETWEEN SCHOOLS AND LOCATIONS FOR ON-PREMISE CONSUMPTION OF ALCOHOL; AMENDING THE METHOD OF MEASURING SEPARATION FOR PURPOSES OF ALCOHOLIC BEVERAGE REGULATIONS; AMENDING CERTAIN DEFINITIONS TO CLARIFY THE APPLICATION OF THE ALCOHOLIC BEVERAGE REGULATIONS; MODIFYING THE REGULATIONS PERTAINING TO ALCOHOLIC BEVERAGE SALES AS AN ACCESSORY USE; AMENDING THE LIST OF PERMITTED AND SPECIAL EXCEPTION USES IN THE GENERAL COMMERCIAL DISTRICT (C-G) RELATING TO ALCOHOLIC BEVERAGES; 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

June 4, 2025

CITY COUNCIL PUBLIC HEARING WILL BE HELD ON

July 8, 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 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://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.

CITY COUNCIL AGENDA ITEM

Memo Date: June 30, 2025
Agenda Date: July 8, 2025
File ID: 2025-612
Prepared By: Charlene Neuterman, Community Services Director
Through: Stockton Whitten, City Manager
Requested Action: Request to Postpone 2nd Reading of CDBG and HOME funding and the City's Action Plan to July 22, 2025, to preserve the ad.

BACKGROUND:

Request approval to Postpone 2nd Reading of CDBG and HOME funding and the City's Action Plan to July 22, 2025, to preserve the ad.

PRIORITY AREA CONNECTION:

Economic and Community Development
Community Outreach and Engagement

BUDGETARY IMPACT:

Budgeted? Yes/No

If not budgeted, is amendment / transfer attached?

Source/Use of Funds

<u>Account Number</u>	<u>Amount</u>
-----------------------	---------------

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

Change Order Amount: \$

Original Purchase Order Amount: \$

For this Agenda Item note Prior Change Order Information:

Total Number of change orders to date:

Total amount in change orders to date: \$

PREVIOUS ACTION:

RECOMMENDED MOTION:

Request to Postpone 2nd Reading of CDBG and HOME funding and the City's Action Plan to July 22, 2025, to preserve the ad.

AFFIDAVIT OF PUBLICATION

CITY OF COCOA (TE)
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 Govt Public Notices, was published on the publicly accessible website of Brevard County, Florida, or in a newspaper by print in the issues of, on:

06/02/2025

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 06/02/2025

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost:	\$345.62	
Tax Amount:	\$0.00	
Payment Cost:	\$345.62	
Order No:	11303707	# of Copies:
Customer No:	1127247	1
PO #:		

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

VICKY FELTY
Notary Public
State of Wisconsin

Ad#11303707; 06/02/2025

NOTICE OF PUBLIC HEARING

**PROGRAM YEAR 2025/2026 CDBG & HOME ACTION PLAN PROPOSED
FINAL STATEMENT OF OBJECTIVES AND USE OF FUNDS**

The City of Cocoa expects to receive \$187,604.29 in Community Development Block Grant (CDBG) Entitlement funds and \$63,255.50 in HOME Investment Partnership funds for program Year 2025-2026. Funds may be used for eligible activities, such as housing rehabilitation, land acquisition, public services, repayment of Section 108 Loan guarantee, public facilities and improvements, or demolition and clearance. The Cocoa City Council will hold a second and final public hearing on Tuesday July 8, 2025, at 6:00 pm in Council Chambers, located at 65 Stone Street, to make available final comments on the proposed final statement of objectives and projected use of funds for the program 2025-2026 Action Plan.

The purpose of the City's Community Development Block Grant Program is the development of viable urban communities by providing decent housing and a suitable living environment, and expanding economic opportunities, principally for people of low/moderate income. The HOME program funds support housing and housing related services provided to low/moderate income households.

The purpose of this hearing is to:

- Review the use of prior and current year CDBG/HOME funds.
- Discuss proposed activities for any unallocated or reprogrammed CDBG funds.
- Solicit public comments on a proposed amendment to the 2020-2021 Annual Action Plan to reallocate CDBG-CV Cares Act funds to support the CDBG programs that support CDBG eligible activities, such as public services that assist in the reduction of homelessness, provide socio-economic stability for families, reduce food insecurity stabilization and temporary housing (rent/mortgage/utilities) support to low/moderate income households.
- Ensure compliance with HUD citizen participation requirements.

**PROPOSED FINAL STATEMENT OF CDBG PROJECTS FOR
PROGRAM YEAR 2025-2026 PUBLIC SERVICES:**

Community Services Council (meals on wheels & seniors at lunch)
Central Brevard Sharing Center (community kitchen)
Salvation Army (meals in domestic violence shelter)
Family Promise (rental/mortgage assistance, emergency shelter)
Substantial Amendment to reallocate CDBG-CV funds for eligible CDBG activities
CDBG OTHER PUBLIC FACILITIES IMPROVEMENTS:
Repayment of Section 108 Loan Guarantee ADMINISTRATION:
CDBG Administration and Operational funds Fair Housing Education & Outreach
TOTAL CDBG FUND

\$4,483.76

\$4,483.76

\$4,483.77

\$54,429.83

\$77,718.55

\$36,520.86

\$1,000.00

\$187,604.29

**PROPOSED FINAL STATEMENT OF HOME PROJECTS FOR
PROGRAM YEAR 2025-2026**

HOUSING: CHDO \$9,738.61
HOME: Housing Activity \$48,693.03
HOME: Administration and Operational funds \$4823.86
TOTAL HOME FUNDS \$63,255.50

Final CDBG & HOME allocations have been awarded, and project funding has been adjusted based on final grant allocation.

Copies of the City of Cocoa's 2024-2025 CDBG & HOME ACTION PLAN & PROPOSED PROJECTS are available online at <https://www.cocofl.org/143Housing-Neighborhood-Services>. Copies are also available at City Hall, by email request to fltorbert@cocofl.org or by calling (321) 433-8520. All citizens are invited and encouraged to make written comments beginning June 2, 2025, through July 3, 2025, at 12pm. The final public hearing is scheduled for Tuesday July 8, 2025, at 6:00 pm, located at 65 Stone Street, Cocoa, FL 32922. Persons with disabilities or non-English speaking persons requiring special accommodations to participate in the hearing should contact Florence Torbert at the City of Cocoa at (321) 433-8520 within 72 week-day hours of the hearing.

CITY COUNCIL AGENDA ITEM

Memo Date: June 26, 2025
Agenda Date: July 8, 2025
File ID: 2025-609
Prepared By: Lucilene Ribeiro, Planner
Through: Stockton Whitten, City Manager
Requested Action: Staff respectfully recommends that the City Council consider and approve Resolution 2025-041, providing for the division of one originally platted lot owned by Cocoa Retail LLC, generally located at the intersection of State Road 524 and East Industry Road identified as parcel 24-36-18-28-* -1B, into two lots, designated as New Lot 1 and New Lot 2, in accordance with Chapter 18, Subdivisions, of the City of Cocoa Code of Ordinances.

BACKGROUND:

BACKGROUND:

WMG Acquisitions, LLC, acting as the authorized agent for Cocoa Retail, LLC, has submitted a lot split application to divide a 2.25-acre commercial outparcel—located at the northeast corner of State Road 524 and East Industry Road—into two separate legal lots of record. The purpose is to support future commercial development. This property is part of the Cirrus Mixed-Use Planned Unit Development (PUD), which also includes the recently completed Cirrus Apartments, a 280-unit multi-family residential community.

A previous subdivision, platted for the Cirrus development, initiated by Framework Group, LLC, created two parcels: Lot 1A, developed for residential use, and Lot 1B, designated for commercial development. Lot 1B, which remains undeveloped and legally identified as Parcel ID No. 24-36-18-28-* -1B (Exhibit A).

The Cirrus project is governed by a Development Agreement executed on March 15, 2021, and recorded in Official Records Book 9059, Page 149, of the Brevard County public records. The Agreement outlines a two-phase development plan: Phase 1 consisted of the 13.4-acre residential component, and Phase 2 reserved the 2.25-acre outparcel for future commercial use. Section 4.0 of the Development Agreement permits the commercial parcel to be developed as either a single lot or subdivided into two separate commercial lots, subject to compliance with applicable City regulations.

Statutory Extension Request

In addition to the lot split application, the applicant has submitted a formal request for a statutory extension of time to submit final development plans related to Phase 2. As outlined in the Development Agreement, the applicant was required to submit a Planned

Unit Development (PUD) amendment for the commercial component within forty-eight (48) months of the Agreement's effective date—establishing a deadline of March 15, 2025.

To extend this deadline, the applicant is relying on Section 252.363 of the Florida Statutes, which allows qualifying development orders to be extended in response to a state of emergency declared by the Governor. In correspondence dated June 26, 2025, the applicant's legal representative confirmed their intent to utilize this statutory extension rather than the one-year discretionary extension available through the City Manager under the Development Agreement.

A letter formally requesting this extension has been included in the application package (Exhibit D). This approach complies with state law and preserves the applicant's right to proceed with Phase 2 development. However, should the applicant seek to subdivide the parcel further in the future, an amendment to the Development Agreement would be required.

Proposed Lot Split

The proposed subdivision will result in the following parcels:

- Parcel 1: Approximately 0.7312 acres (31,850 square feet) - Exhibit B
- Parcel 2: Approximately 1.5165 acres (66,060 square feet) - Exhibit C

The proposed lot split does not involve the construction of new roadways or the relocation of utilities. Access to both parcels is already established through shared infrastructure provided as part of the Cirrus Apartments development. The applicant has submitted signed and notarized authorizations from both Cocoa Retail, LLC, and WMG Acquisitions, LLC. Business registrations for both entities are current and on file with the State of Florida.

Code Compliance and Development Agreement Alignment

Under Section 18-147 of the City Code, the owner of a legally platted lot may request to divide the lot into one additional tract, subject to City Council approval by resolution. The applicant's request satisfies these requirements and includes all necessary documentation, including surveys, ownership authorizations, and consistency with the original plat.

Additionally, the proposal is fully consistent with the terms of the Cirrus Development Agreement. Section 5.0 of the Agreement anticipates the possibility of dividing the outparcel into two lots and allows for this configuration without affecting infrastructure obligations or the overall site development plan. The proposed split does not require modifications to easements, drainage systems, or any other site improvements.

Staff Recommendation

Staff recommends approval of the proposed lot split for the Cirrus outparcel. The request complies with all applicable provisions of the City's Land Development Code and is consistent with the intent and language of the existing Development Agreement, which anticipates the commercial outparcel being developed in one or two phases.

The proposed subdivision supports flexibility in the commercial marketplace and furthers the City's long-term goals for mixed-use development and economic growth along the SR 524 corridor.

PRIORITY AREA CONNECTION:

Economic and Community Development

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

- Approval of the Planned Unit Development zoning district, along with the Final PUD, Preliminary Subdivision, and Large-Scale Site Plan for the multi-family portion of the Cirrus development, was granted by City Council on February 23, 2021, via Ordinance No. 03-2021.
- A Development Agreement was subsequently approved by City Council and recorded on March 22, 2021, in Official Records Book 9059, Pages 149–165. The Agreement formalized the project's phasing—identifying the multi-family apartments as Phase 1 and the commercial outparcel along State Road 524 as Phase 2.
- The Final Subdivision Plat was approved by City Council on February 25, 2025, and recorded on March 28, 2025, in Plat Book 77, Page 13, of the Public Records of Brevard County, Florida.

RECOMMENDED MOTION:

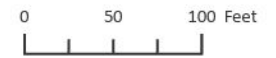
Staff respectfully recommends that the City Council consider and approve Resolution 2025-041, providing for the division of one originally platted lot owned by Cocoa Retail LLC, generally located at the intersection of State Road 524 and East Industry Road identified as parcel 24-36-18-28-*1B, into two lots, designated as New Lot 1 and New Lot 2, in accordance with Chapter 18, Subdivisions, of the City of Cocoa Code of Ordinances.

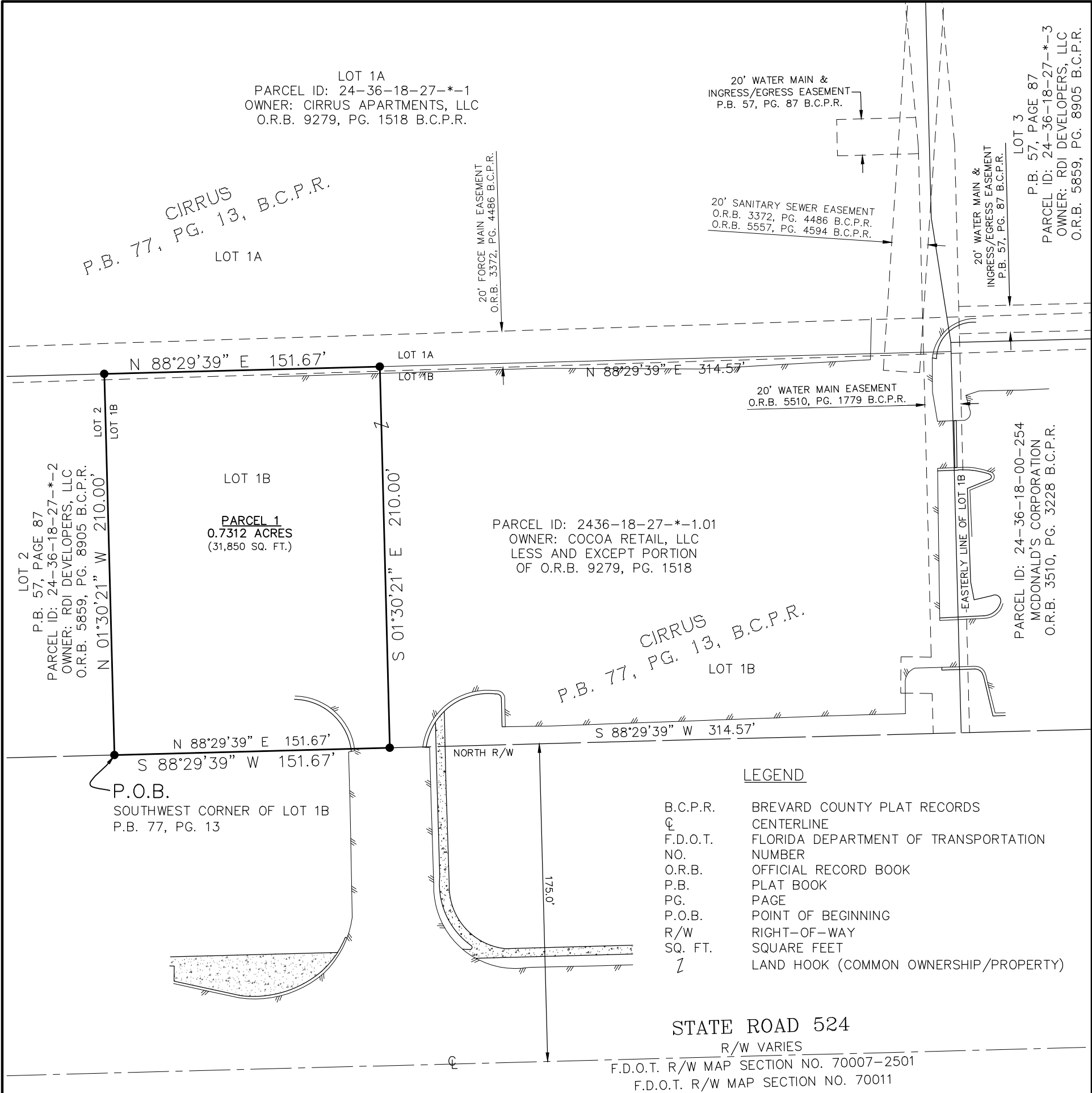


CIRRUS OUTPARCEL LOCATION

July 01, 2025

-  Subject Parcels
-  Parcels





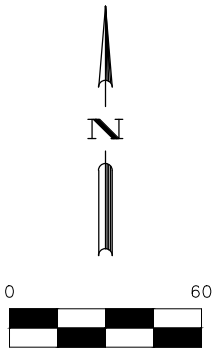
DESCRIPTION:

A PORTION OF LOT 1B, CIRRUS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 77, PAGE 13, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1B AND THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD 524 AS SHOWN ON F.D.O.T. RIGHT-OF-WAY MAP SECTION NO. 70007-2501; THENCE NORTH 01°30'21" WEST, 210.00 FEET ALONG THE WEST LINE OF SAID LOT 1B; THENCE NORTH 88°29'39" EAST, 151.67 FEET ALONG THE NORTH LINE OF SAID LOT 1B; THENCE SOUTH 01°30'21" EAST, 210.00 FEET OVER AND ACROSS SAID LOT 1B TO SAID NORTH RIGHT-OF-WAY LINE; THENCE SOUTH 88°29'39" WEST, 151.67 FEET ALONG SAID NORTH RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING. AND CONTAINING 0.7312 OF AN ACRE (31,850 SQUARE FEET) MORE OR LESS.

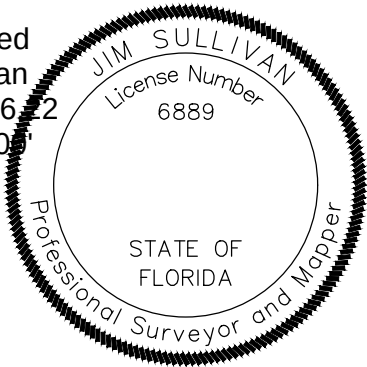
NOTES:

1. THE PURPOSE OF THE SKETCH IS SOLELY TO ILLUSTRATE AN AREA FOR A PROPOSED LOT SPLIT.
2. THE SKETCH WAS PREPARED IN ACCORDANCE WITH THE "STANDARDS OF PRACTICE", AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J-17.050 THROUGH 5J-17.053, OF THE FLORIDA ADMINISTRATIVE CODE.
3. THIS SKETCH IS NOT A BOUNDARY SURVEY.
4. THE BEARINGS SHOWN HEREON ARE REFERENCED TO THE HORIZONTAL DATUM FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 (2011 ADJUSTMENT).
5. AS OF APRIL 17, 2024, THERE WERE NO BUILDINGS OBSERVED WITHIN THE SUBJECT TRACT.

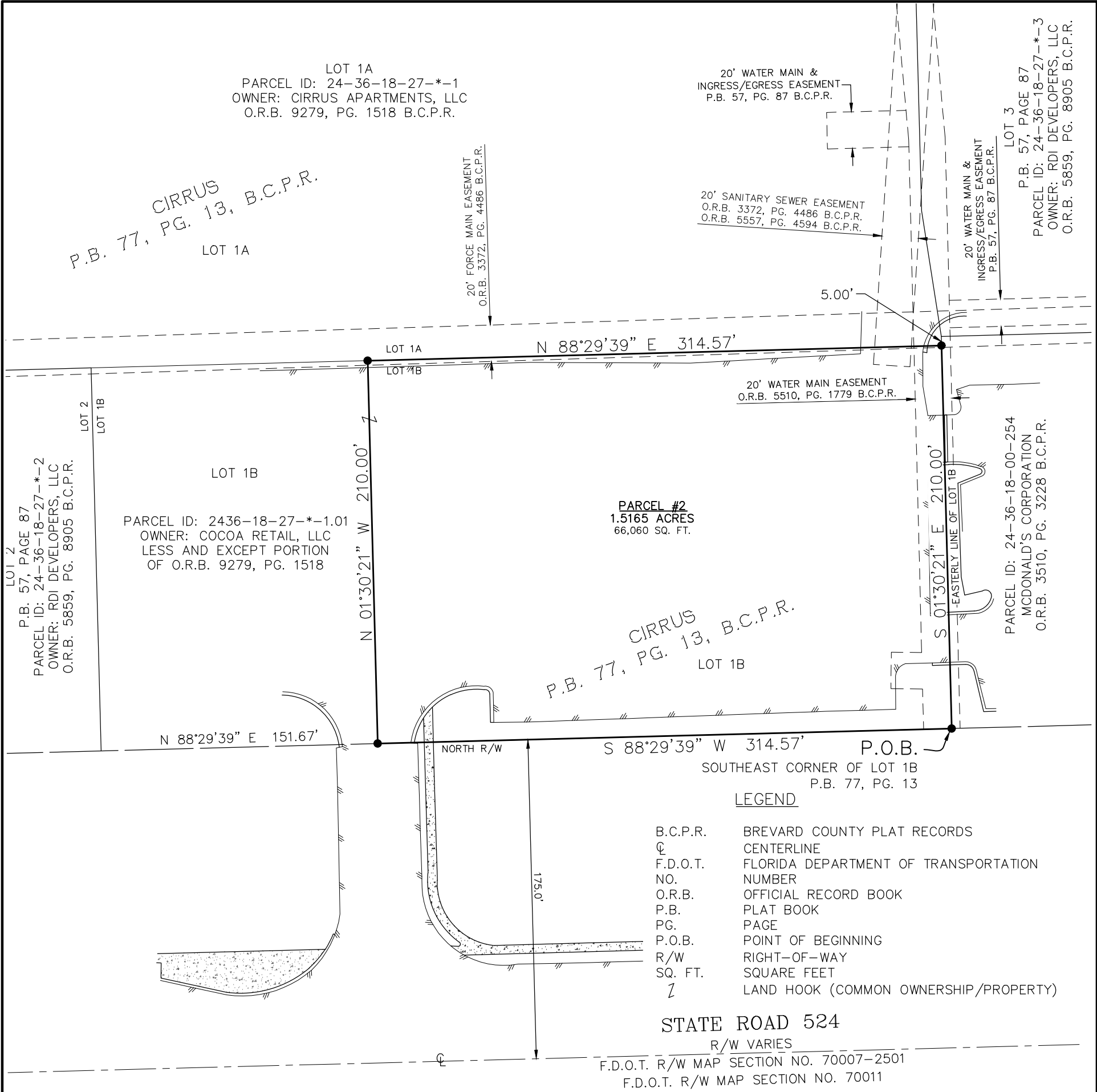


Digitally signed
by Jim Sullivan
Date: 2025.06.22
15:19:09-04'00'

JIM SULLIVAN, PSM LS6889
BGE, INC.
601 21ST STREET, SUITE 410
VERO BEACH, FLORIDA 32960
TELEPHONE: (561) 559-2280



BGE, Inc. 601 21st Street, Suite 410, Vero Beach, FL 32960 Tel: 561-559-2280 • www.bgeinc.com Florida Licensed Surveying Firm No. LB8533 Copyright 2025			
EXHIBIT OF PARCEL 1 0.7312 ACRE LOT SPLIT SHOWING ACCESS SECTION 18-T24S-R36E BREVARD COUNTY, FL			
Scale: 1" = 60'	Job No.: 13020	Date: 6/22/2025	Drawing: 1 OF 1

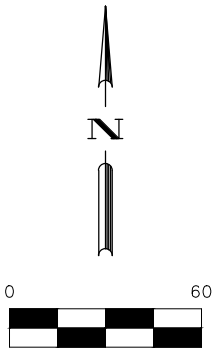


DESCRIPTION:

A PORTION OF LOT 1B, CIRRUS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 77, PAGE 13, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHEAST CORNER OF SAID SAID LOT 1B AND THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD 524 AS SHOWN ON F.D.O.T. RIGHT-OF-WAY MAP SECTION NO. 70007-2501; THENCE SOUTH 88°29'39" WEST, 314.57 ALONG SAID NORTH RIGHT-OF-WAY LINE; THENCE NORTH 01°30'21" WEST, 210.00 FEET OVER AND ACROSS SAID LOT 1B; THENCE NORTH 88°29'39" EAST, 314.57 FEET ALONG THE NORTH LINE OF SAID LOT 1B; THENCE SOUTH 01°30'21" EAST, 210.00 FEET ALONG THE EAST LINE OF SAID LOT 1B TO SAID NORTH RIGHT-OF-WAY LINE AND THE POINT OF BEGINNING CONTAINING 1.5165 ACRES (66,060 SQUARE FEET) MORE OR LESS.

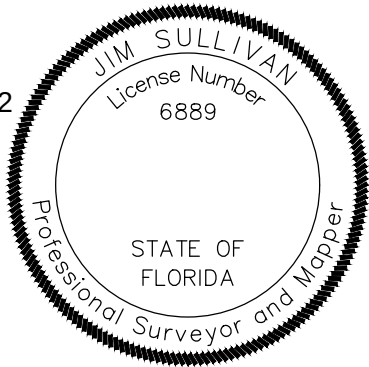
NOTES:

1. THE PURPOSE OF THE SKETCH IS SOLELY TO ILLUSTRATE AN AREA FOR A PROPOSED LOT SPLIT.
2. THE SKETCH WAS PREPARED IN ACCORDANCE WITH THE "STANDARDS OF PRACTICE", AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J-17.050 THROUGH 5J-17.053, OF THE FLORIDA ADMINISTRATIVE CODE.
3. THIS SKETCH IS NOT A BOUNDARY SURVEY.
4. THE BEARINGS SHOWN HEREON ARE REFERENCED TO THE HORIZONTAL DATUM FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 (2011 ADJUSTMENT).
5. AS OF APRIL 17, 2024, THERE WERE NO BUILDINGS OBSERVED WITHIN THE SUBJECT TRACT.



Digitally signed
by Jim Sullivan
Date: 2025.06.22
15:18:50-04'00'

JIM SULLIVAN, PSM LS6889
BGE, INC.
601 21ST STREET, SUITE 410
VERO BEACH, FLORIDA 32960
TELEPHONE: (561) 559-2280



BGE, Inc.
601 21st Street, Suite 410, Vero Beach, FL 32960
Tel: 561-559-2280 • www.bgeinc.com
Florida Licensed Surveying Firm No. LB8533
Copyright 2025

EXHIBIT OF PARCEL 2
1.5165 ACRE LOT SPLIT
SHOWING ACCESS
SECTION 18-T24S-R36E
BREVARD COUNTY, FL

Scale: 1" = 60'	Job No.: 13020	Date: 6/22/2025	Drawing: 1 OF 1
--------------------	-------------------	--------------------	--------------------

Scott W. Cichon
Robert A. Merrell III
John P. Ferguson
Mark A. Watts
Heather Bond Vargas
Michael J. Woods
Raymond L. Schumann
Kathleen L. Crotty
Michael O. Sznapstajler
Matthew S. Welch
Robert E. Doan
William A. Rice
Douglas J. Collins
Sara E. Glover
Holly W. Zitzka



Daytona Beach • DeLand
One Daytona Boulevard, Suite 600
Daytona Beach, Florida 32114
(386) 255-8171 | CobbCole.Com

Jessica L. Gow
Sydney V. Cichon
Anthony E. Aguanno
Baylee D. Bunyard
Anne M. Kehrli
Alanna V. Smith

OF COUNSEL
Larry D. Marsh
Ira Halfond

William M. Cobb (1881-1939)
Thomas T. Cobb (1916-2004)
W. Warren Cole, Jr. (1926-2008)

June 19, 2025

VIA CERTIFIED MAIL AND EMAIL

City of Cocoa
Attn: Lucy Ribeiro
Planning and Zoning
65 Stone Street,
Cocoa, Florida 32922
lribeiro@cocoafl.gov

Re: Cirrus Mixed-Use Development Agreement - Extension of Phase 2 Deadlines –
In Accordance with Fla. Stat. §252.363

Ms. Ribeiro:

Our firm has the pleasure of representing WMG Development, LLC, as the applicant in connection with the property subject to the above development agreement. I am writing to notify the City of our client's election to exercise the rights provided by Fla. Stat. §252.363 in connection with the timing for extension of the development agreement. A copy of the statute is attached as "Exhibit A" for your reference.

As you are aware, Fla. Stat. §252.363(1)(a) provides that "[t]he expiration of a development order" is tolled during the duration of any emergency declaration issued by the Governor. In addition, an emergency declaration "extends the period remaining to exercise the rights under a permit or other authorization for 24 months in addition to the tolled period."

Beginning on September 24, 2022, with the issuance of Executive Order 22-219, a state of emergency existed in Florida as a result of the threat of Hurricane Ian. The state of emergency remained in effect for sixty (60) days from the issuance of Executive Order 22-218 on September 23, 2022 (which applied to limited counties and was expanded under Executive Order 22-219 to apply statewide), and was subsequently amended by Executive Orders No. 22-268, 23-21, 23-60, 23-104, 23-139, 23-176, 23-214, 24-02, 24-36 and 24-80, 24-137, 24-174, 24-235, 24-287, 25-42, 25-81, and 25-125. As a result, upon delivery of this notice in accordance with Fla. Stat. §252.363(1)(b), the expiration of the development agreement **was tolled for 1054 days**. In addition, as provided by Fla. Stat. §252.363(1)(a), an extension of the development agreement for twenty-four (24) months after the tolling period should be applied, up to a maximum extension of 48 months, in accordance with the statutory framework. At this time, we understand the maximum extension of 48 months should apply. With this extension, the development agreement would be extended as follows:

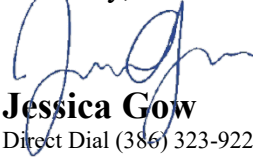
Deadline to Submit Amendment to Final Development Plans for Phase 2:

Existing Deadline
March 15, 2025

Extended Deadline
March 15, 2029

Please review the attached copies of Fla. Stat. §252.363, and Executive Orders 22-218 through 25-125, as subsequently amended, attached hereto as Exhibits “B”, and let me know if you have any questions. Thank you for your attention to this matter. We look forward to hearing from you.

Sincerely,



Jessica Gow

Direct Dial (386) 323-9225

Email Jessica.Gow@cobbcole.com

Exhibit A


 Select Year: 2024 ▼ Go

The 2024 Florida Statutes

[Title XVII](#)

[Chapter 252](#)

[View Entire Chapter](#)

MILITARY AFFAIRS AND RELATED MATTERS

EMERGENCY MANAGEMENT

252.363 Tolling and extension of permits and other authorizations.—

(1)(a) The declaration of a state of emergency issued by the Governor for a natural emergency tolls the period remaining to exercise the rights under a permit or other authorization for the duration of the emergency declaration. Further, the emergency declaration extends the period remaining to exercise the rights under a permit or other authorization for 24 months in addition to the tolled period. The extended period to exercise the rights under a permit or other authorization may not exceed 48 months in total in the event of multiple natural emergencies for which the Governor declares a state of emergency. The tolling and extension of permits and other authorizations under this paragraph shall apply retroactively to September 28, 2022. This paragraph applies to the following:

1. The expiration of a development order issued by a local government.
2. The expiration of a building permit.
3. The expiration of a permit issued by the Department of Environmental Protection or a water management district pursuant to part IV of chapter 373.
4. Permits issued by the Department of Environmental Protection or a water management district pursuant to part II of chapter 373 for land subject to a development agreement under ss. [163.3220-163.3243](#) in which the permittee and the developer are the same or a related entity.
5. The buildout date of a development of regional impact, including any extension of a buildout date that was previously granted as specified in s. [380.06\(7\)\(c\)](#).
6. The expiration of a development permit or development agreement authorized by Florida Statutes, including those authorized under the Florida Local Government Development Agreement Act, or issued by a local government or other governmental agency.

(b) Within 90 days after the termination of the emergency declaration, the holder of the permit or other authorization shall notify the issuing authority of the intent to exercise the tolling and extension granted under paragraph (a). The notice must be in writing and identify the specific permit or other authorization qualifying for extension.

(c) If the permit or other authorization for a phased construction project is extended, the commencement and completion dates for any required mitigation are extended such that the mitigation activities occur in the same timeframe relative to the phase as originally permitted.

(d) This subsection does not apply to:

1. A permit or other authorization for a building, improvement, or development located outside the geographic area for which the declaration of a state of emergency applies.
2. A permit or other authorization under any programmatic or regional general permit issued by the Army Corps of Engineers.
3. The holder of a permit or other authorization who is determined by the authorizing agency to be in significant noncompliance with the conditions of the permit or other authorization through the issuance of a warning letter or notice of violation, the initiation of formal enforcement, or an equivalent action.
4. A permit or other authorization that is subject to a court order specifying an expiration date or buildout date that would be in conflict with the extensions granted in this section.

(2) A permit or other authorization that is extended shall be governed by the laws, administrative rules, and ordinances in effect when the permit was issued, unless any party or the issuing authority demonstrates that operating under those laws, administrative rules, or ordinances will create an immediate threat to the public health or safety.

(3) This section does not restrict a county or municipality from requiring property to be maintained and secured in a safe and sanitary condition in compliance with applicable laws, administrative rules, or ordinances.

History.—s. 494, ch. 2011-142; s. 12, ch. 2018-158; s. 13, ch. 2019-165; s. 1, ch. 2021-179; s. 4, ch. 2023-304.

Copyright © 1995-2025 The Florida Legislature • [Privacy Statement](#) • [Contact Us](#)

Exhibit B

STATE OF FLORIDA

OFFICE OF THE GOVERNOR EXECUTIVE ORDER NUMBER 22-218 (Emergency Management – Tropical Depression Nine)

WHEREAS, as of 5:00 AM EDT on September 23, 2022, the National Hurricane Center reported that Invest 98L had strengthened into Tropical Depression Nine; and

WHEREAS, as of 11:00 AM EDT on September 23, 2022, Tropical Depression Nine was located 1,045 miles southeast of Key West, Florida; and

WHEREAS, the National Hurricane Center reported Tropical Depression Nine has maximum sustained winds of 35 miles per hour and is expected to intensify significantly over the weekend; and

WHEREAS, the National Hurricane Center predicts Tropical Depression Nine will approach Florida's Peninsula at or near major hurricane strength and could affect South Florida and portions of the Florida Keys as early as Monday; and

WHEREAS, there is a risk of dangerous storm surge, heavy rainfall, flash flooding, strong winds, hazardous seas, and the potential for isolated tornadic activity for the Florida Keys and much of Florida's Peninsula; and

WHEREAS, the threat posed by Tropical Depression Nine requires that timely precautions are taken to protect the communities, critical infrastructure, and general welfare of Florida; and

WHEREAS, as Governor, I am responsible to meet the dangers presented to Florida and its people by this emergency.

NOW, THEREFORE, I, RON DESANTIS, as Governor of Florida, by virtue of the authority vested in me by Article IV, Section 1(a) of the Florida Constitution and by the Florida

Emergency Management Act, as amended, and all other applicable laws, promulgate the following Executive Order, to take immediate effect:

Section 1. Because of the foregoing conditions, which are projected to constitute a major disaster, I declare that a state of emergency exists in Brevard, Broward, Charlotte, Collier, DeSoto, Glades, Hardee, Hendry, Highlands, Hillsborough, Indian River, Lee, Manatee, Martin, Miami-Dade, Monroe, Okeechobee, Osceola, Palm Beach, Pasco, Pinellas, Polk, Sarasota, and St. Lucie Counties.

Section 2. I designate the Director of the Division of Emergency Management as the State Coordinating Officer for the duration of this emergency and direct him to execute the State's Comprehensive Emergency Management Plan and other response, recovery, and mitigation plans necessary to cope with the emergency. Pursuant to section 252.36(1)(a), Florida Statutes, I delegate to the State Coordinating Officer the authority to exercise those powers delineated in sections 252.36(6)-(12), Florida Statutes, which he shall exercise as needed to meet this emergency, subject to the limitations of section 252.33, Florida Statutes. In exercising the powers delegated by this Executive Order, the State Coordinating Officer shall confer with the Governor to the fullest extent practicable. The State Coordinating Officer shall also have the authority to:

A. Invoke and administer the Emergency Management Assistance Compact ("EMAC") (sections 252.921-252.9335, Florida Statutes) and other compacts and agreements existing between the State of Florida and other states, and the further authority to coordinate the allocation of resources from such other states that are made available to Florida under such compacts and agreements so as to best meet this emergency.

B. Seek direct assistance and enter into agreements with any and all agencies of the federal government as may be needed to meet this emergency.

C. Direct all state, regional, and local governmental agencies, including law enforcement agencies, to identify personnel needed from those agencies to assist in meeting the response, recovery, and mitigation needs created by this emergency, and to place all such personnel under the direct command and coordination of the State Coordinating Officer to meet this emergency.

D. Direct the actions of any state agency as necessary to implement the Federal Emergency Management Agency's National Disaster Recovery Framework.

E. Designate Deputy State Coordinating Officers and Deputy State Disaster Recovery Coordinators, as necessary.

F. Suspend the effect of any statute, rule, or order that would in any way prevent, hinder, or delay any mitigation, response, or recovery action necessary to cope with this emergency. In accordance with section 252.3611(1), Florida Statutes, any such order, declaration, or other action shall specify each statute or rule being amended or waived, if applicable, and the expiration date for the order or action.

G. Enter orders as may be needed to implement any of the foregoing powers. The requirements of sections 252.46 and 120.54(4), Florida Statutes, do not apply to any such orders issued by the State Coordinating Officer. No such order shall remain in effect beyond the expiration of this Executive Order, including any extension thereof.

Section 3. I order the Adjutant General to activate the Florida National Guard, as needed, to deal with this emergency.

Section 4. I find that the special duties and responsibilities resting upon some state, regional, and local agencies and other governmental bodies in responding to this emergency may require them to suspend or waive certain statutes, rules, ordinances, and orders they administer. Therefore, I issue the following authorizations:

A. Pursuant to section 252.36(6)(a), Florida Statutes, the Executive Office of the Governor may suspend all statutes and rules affecting budgeting to the extent necessary to provide budget authority for state agencies to cope with this emergency. The requirements of sections 252.46 and 120.54(4), Florida Statutes, do not apply to any such suspension issued by the Executive Office of the Governor. No such suspension shall remain in effect beyond the expiration of this Executive Order, including any extension thereof.

B. Each state agency may suspend the provisions of any regulatory statute prescribing the procedures for conduct of state business or the orders or rules of that agency, if strict compliance with the provisions of any such statute, order, or rule would in any way prevent, hinder, or delay necessary action in coping with the emergency. This includes, but is not limited to, the authority to suspend any and all statutes, rules, ordinances, or orders which affect leasing, printing, purchasing, travel, and the condition of employment and the compensation of employees. For the purposes of this Executive Order, "necessary action in coping with the emergency" means any emergency mitigation, response, or recovery action: (1) prescribed in the State Comprehensive Emergency Management Plan ("CEMP"); or (2) ordered by the State Coordinating Officer or designee. In accordance with section 252.3611(1), Florida Statutes, any agency order, declaration, or other action suspending a statute or rule shall specify each statute or rule being amended or waived, if applicable, and the expiration date for the order or action. The requirements of sections 252.46 and 120.54(4), Florida Statutes, shall not apply to any such suspension issued by a state agency. No such suspension shall remain in effect beyond the expiration of this Executive Order, including any extension thereof.

C. In accordance with section 252.38(3), Florida Statutes, each political subdivision within the State of Florida may waive the procedures and formalities otherwise required of the political subdivision by law pertaining to:

- 1) Performance of public work and taking whatever prudent action is necessary to ensure the health, safety, and welfare of the community;
- 2) Following local procurement and contracting policies;
- 3) Entering into contracts; however, political subdivisions are cautioned against entering into time and materials contracts without a ceiling as defined by 2 CFR 200.318(j) or cost plus a percentage of cost contracts prohibited by 2 CFR 200.324(d);
- 4) Incurring obligations;
- 5) Employment of permanent and temporary workers;
- 6) Utilization of volunteer workers;
- 7) Rental of equipment;
- 8) Acquisition and distribution, with or without compensation, of supplies, materials, and facilities; and
- 9) Appropriation and expenditure of public funds.

D. All agencies whose employees are certified as disaster service volunteers within the meaning of section 110.120(2)(d), Florida Statutes, may, in accordance with section 110.120(3), Florida Statutes, release any such employees for such service as requested by the employee to meet this emergency.

E. The Secretary of the Florida Department of Transportation (DOT) may:

- 1) Waive the collection of tolls and other fees and charges for the use of the Turnpike and other public highways, to the extent such waiver may be needed to provide emergency assistance or facilitate the evacuation of the affected counties;
- 2) Manage the flow of traffic or close any and all roads, highways, and portions of highways as may be needed for the safe and efficient transportation of evacuees to those counties

that the State Coordinating Officer may designate as destination counties for evacuees in this emergency;

3) Suspend enforcement of the registration requirements pursuant to section 316.545(4), Florida Statutes, for commercial motor vehicles that enter Florida to provide emergency services or supplies, to transport emergency equipment, supplies or personnel, or to transport FEMA mobile homes or office style mobile homes into or from Florida;

4) Waive by special permit the warning signal requirements in the Utility Accommodations Manual to accommodate public utility companies from other jurisdictions which render assistance in restoring vital services; and

5) Waive the size and weight restrictions for divisible loads on any vehicles transporting emergency equipment, services, supplies, and agricultural commodities and citrus as recommended by the Commissioner of Agriculture, allowing the establishment of alternate size and weight restrictions for all such vehicles for the duration of the emergency. The DOT shall issue permits and such vehicles shall be subject to such special conditions as the DOT may endorse on any such permits.

Nothing in this Executive Order shall be construed to allow any vehicle to exceed weight limits posted for bridges and like structures, or relieve any vehicle or the carrier, owner, or driver of any vehicle from compliance with any restrictions other than those specified in this Executive Order, or from any statute, rule, order, or other legal requirement not specifically waived or suspended herein or by supplemental order by the State Coordinating Officer.

F. The Executive Director of the Department of Highway Safety and Motor Vehicles (DHSMV) may:

1) Suspend enforcement of the registration requirements pursuant to sections 316.545(4) and 320.0715, Florida Statutes, for commercial motor vehicles that enter Florida to

provide emergency services or supplies, to transport emergency equipment, supplies or personnel, or to transport FEMA mobile homes or office style mobile homes into or from Florida;

2) Waive the hours-of-service requirements for such vehicles;

3) Suspend the enforcement of the licensing and registration requirements under the International Fuel Tax Agreement (IFTA) pursuant to chapter 207, Florida Statutes, and the International Registration Plan (IRP) pursuant to section 320.0715, Florida Statutes, for motor carriers or drivers operating commercial motor vehicles that are properly registered in other jurisdictions and that are participating in emergency relief efforts through the transportation of equipment and supplies or providing other assistance in the form of emergency services;

4) Waive fees for duplicate or replacement vessel registration certificates, vessel title certificates, vehicle license plates, vehicle registration certificates, vehicle tag certificates, vehicle title certificates, handicapped parking permits, replacement drivers' licenses, and replacement identification cards and to waive the additional fees for the late renewal of or application for such licenses, certificates, and documents due to the effects of adverse weather conditions; and

5) Defer administrative actions and waive fees imposed by law for the late renewal or application for the above licenses, certificates, and documents, which were delayed due to the effects of adverse weather conditions, including in counties wherein the DHSMV has closed offices, or any office of the County Tax Collector that acts on behalf of the DHSMV to process renewals has closed offices due to adverse weather conditions.

Recordkeeping and other applicable requirements for existing IFTA and IRP licensees and registrants are not affected by this Executive Order. The DHSMV shall promptly notify the State Coordinating Officer when the waiver is no longer necessary.

G. In accordance with section 465.0275(2), Florida Statutes, pharmacists may dispense up to a 30-day emergency prescription refill of maintenance medication to persons who reside in an area or county covered under this Executive Order and to emergency personnel who have been activated by their state or local agency but who do not reside in an area or county covered by this Executive Order. In accordance with section 465.019(4)(b), Florida Statutes, a hospital that operates a Class II or Class III institutional pharmacy located in an area or county covered under this Executive Order may prescribe and dispense a supply of a medicinal drug lasting up to 72 hours.

H. All state agencies responsible for the use of state buildings and facilities may close such buildings and facilities in those portions of the State affected by this emergency, to the extent necessary to meet this emergency. I direct each state agency to report the closure of any state building or facility to the WebEOC system utilized by the Division of Emergency Management. Under the authority contained in section 252.36, Florida Statutes, I direct each county to report the closure of any building or facility operated or maintained by the county or any political subdivision on a daily basis to the WebEOC system. Furthermore, I direct the Secretary of the Department of Management Services to:

- 1) Maintain an accurate and up-to-date list of all such closures; and
- 2) Provide that list daily to the State Coordinating Officer.

I. All state agencies may abrogate the time requirements, notice requirements, and deadlines for final action on applications for permits, licenses, rates, and other approvals under any statutes or rules under which such applications are deemed to be approved unless disapproved in writing by specified deadlines. All such time requirements that have not yet expired as of the date of this Executive Order are suspended and tolled to the extent necessary to meet this emergency.

J. All agencies shall implement Selected Exempt Services (SES) Extraordinary Payment Plans and Career Service Regular Compensatory Leave Payment Plans for:

1) All essential agency personnel who are required to work extraordinary hours when state-owned or state-operated facilities are closed in response to an emergency condition. Employees who are eligible to receive extraordinary pay under the agency's activated plan shall accrue special compensatory leave credits for work performed during facility closures up to the number of hours in the employee's established workday. For these employees, any additional time worked beyond the employee's established workday during facility closures will result in extraordinary pay;

2) All agency personnel who are assigned to the State Emergency Operations Center and are required to work extraordinary hours; and

3) All agency personnel who are deployed throughout the state in response to an emergency condition and are required to work extraordinary hours.

K. All state agencies may waive the forty-day time limit to issue a warrant pursuant to section 215.422(3)(a)-(b), Florida Statutes. This waiver applies to invoices and reimbursement requests arising from this emergency that were received, inspected, and approved by the agency prior to the expiration of this Executive Order, including any extension thereof. This waiver of section 215.422(3)(a)-(b), Florida Statutes, and all waivers based upon this waiver shall expire upon the expiration of this Executive Order, including any extension thereof.

L. The provisions of section 934.50, Florida Statutes, excluding subsection (4), are waived for state and local agencies conducting emergency operations arising from the state of emergency for the limited purpose of capturing aerial evidence concerning the amount of damage sustained to private and public property; to assist in search, rescue, and recovery activities; and prevent imminent danger to life or serious damage to property.

Section 5. All public facilities, including elementary and secondary schools, community colleges, state universities, and other facilities owned or leased by the state, regional or local governments that are suitable for use as public shelters shall be made available at the request of the local emergency management agencies to ensure the proper reception and care of all evacuees. Under the authority contained in section 252.36, Florida Statutes, I direct the Superintendent of each public school district in the State of Florida to report the closure of any school within its district to the Commissioner of the Florida Department of Education. Furthermore, I direct the Commissioner of the Department of Education to:

- A. Maintain an accurate and up-to-date list of all such closures; and
- B. Provide that list daily to the State Coordinating Officer.

Section 6. I find that the demands placed upon funds specifically appropriated to state and local agencies for disaster relief or response are unreasonably great and that such funds may be inadequate to pay the costs of coping with this emergency. In accordance with section 252.37(2)(b), Florida Statutes, I direct that sufficient funds be made available, as needed, by transferring and expending moneys from the Emergency Preparedness and Response Fund created under section 252.3711, Florida Statutes.

In accordance with section 252.37(2)(a), Florida Statutes, state agencies responding to this emergency must first spend funds specifically appropriated for disaster relief or response. If no specifically appropriated funds exist, or if funds specifically appropriated are exhausted, state agencies are authorized to spend funds from the Emergency Preparedness and Response Fund through the procedures outlined in Memorandum No. 22-046, Emergency Preparedness and Response.

Section 7. All state agencies entering emergency orders, emergency rules, or other emergency actions in response to this emergency shall advise the State Coordinating Officer

contemporaneously or as soon as practicable thereafter, and, pursuant to section 252.36(3)(b), Florida Statutes, shall submit the order or declaration to the Division of Administrative Hearings within five days of issuance.

Section 8. Medical professionals and workers, social workers, and counselors with good and valid professional licenses issued by states other than the State of Florida may render such services in Florida during this emergency for persons affected by this emergency with the condition that such services be rendered to such persons free of charge, and with the further condition that such services be rendered under the auspices of the American Red Cross or the Florida Department of Health.

Section 9. Pursuant to section 501.160, Florida Statutes, it is unlawful and a violation of section 501.204, Florida Statutes, for a person to rent or sell or offer to rent or sell at an unconscionable price within the area for which the state of emergency is declared, any essential commodity including, but not limited to, supplies, services, provisions, or equipment that is necessary for consumption or use as a direct result of the emergency.

Section 10. Under the authority contained in sections 252.36(6)(a), (g), and (m), Florida Statutes, I direct that, for the purposes of this emergency, the term “essentials”, as defined by section 252.359(2), Florida Statutes, shall be the same as and no more expansive than the term “commodity”, as defined by section 501.160(1)(a), Florida Statutes (hereinafter referred to collectively or alternatively as “essential commodities”). Accordingly, any person who delivers essential commodities to a location in the area(s) declared to be under a state of emergency by this Executive Order, and when necessary to ensure that those commodities are made available to the public, may travel within evacuated areas and exceed curfews, provided the State Coordinating Officer determines, after consultation with the appropriate Emergency Support Function(s), that:

A. Law enforcement officials in the declared area(s) can provide adequate security to protect the essential commodities from theft;

B. The weight of a delivery vehicle will not jeopardize the structural integrity of any roadway or bridge located within the declared area;

C. Delivery vehicles will not negatively impact evacuation activities in the declared area(s); and

D. Delivery vehicles will not negatively impact any response or recovery activities occurring within the declared area(s).

After consulting with the appropriate Emergency Support Function(s), and after consulting with local officials, the State Coordinating Officer may dictate the routes of ingress, egress, and movement within the declared area(s) that drivers must follow when delivering essential commodities.

Provided he or she is actually delivering medications, any person authorized to deliver medications under chapter 893, Florida Statutes, qualifies as a person delivering essential commodities.

In order to qualify as a person delivering essential commodities under this section, a person must be in the process of delivering essential commodities only. If an individual is transporting both essential and non-essential commodities, then this section shall not provide any authorization for that individual to enter into or move within the declared area(s).

Section 11. Consistent with Executive Order 80-29, nothing in this Executive Order shall prevent local jurisdictions in any area not declared to be under a state of emergency by this Executive Order from taking prompt and necessary action to save lives and protect the property of their citizens, including the authority to compel and direct timely evacuation when necessary.

Section 12. I authorize the Florida Housing Finance Corporation to distribute funds pursuant to section 420.9073, Florida Statutes, to any county, municipality, or other political subdivision located within the area(s) declared to be under a state of emergency by this Executive Order. The authority of the Florida Housing Finance Corporation to distribute funds in connection with this emergency shall expire six months after the expiration of this Executive Order, including any extension thereof.

Section 13. All actions taken by the Director of the Division of Emergency Management with respect to this emergency before the issuance of this Executive Order are ratified.

Section 14. This Executive Order is effective immediately and shall expire sixty (60) days from this date unless extended.



IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Florida to be affixed, at Tallahassee, this 23rd day of September 2022.



RON DESANTIS, GOVERNOR

ATTEST:



SECRETARY OF STATE

DEPARTMENT OF STATE
TALLAHASSEE, FL
2022 SEP 23 PM 3:18

FILED

STATE OF FLORIDA

OFFICE OF THE GOVERNOR

EXECUTIVE ORDER NUMBER 22-219

(Amending Executive Order 22-218, Emergency Management – Tropical Depression Nine)

WHEREAS, on September 23, 2022, I issued Executive Order 22-218 and declared a state of emergency exists for several counties in Florida's Peninsula and the Florida Keys due to Tropical Depression Nine; and

WHEREAS, as of 11:00 PM EDT on September 23, 2022, Tropical Depression Nine strengthened into Tropical Storm Ian, with maximum sustained winds of 40 miles per hour; and

WHEREAS, as of 8:00 AM EDT on September 24, 2022, Tropical Storm Ian was approximately 855 miles southwest of Key West, Florida; and

WHEREAS, Tropical Storm Ian is forecasted to become a major hurricane before making landfall along Florida's West Coast; and

WHEREAS, the Florida Division of Emergency Management, working together with the National Hurricane Center to evaluate weather predictions, has determined there is a continuing risk of dangerous storm surge, heavy rainfall, flash flooding, strong winds, hazardous seas, and isolated tornadic activity for Florida's Peninsula and portions of the Florida Big Bend, North Florida, and Northeast Florida; and

WHEREAS, the threat posed by Tropical Storm Ian requires that timely precautions are taken to protect the communities, critical infrastructure, and general welfare of Florida; and

WHEREAS, as Governor, I am responsible to meet the dangers presented to Florida and its people by this emergency.

NOW, THEREFORE, I, RON DESANTIS, as Governor of Florida, by virtue of the authority vested in me by Article IV, Section 1(a) of the Florida Constitution and by the Florida

Emergency Management Act, as amended, and all other applicable laws, promulgate the following Executive Order, to take immediate effect:

Section 1. Section 1 of Executive Order 22-218 is amended to read as follows:

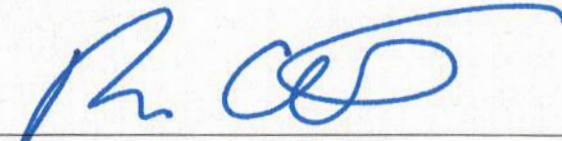
Because of the foregoing conditions, which are projected to constitute a major disaster, I declare a state of emergency exists in the State of Florida.

Section 2. Except as amended herein, Executive Order 22-218 is ratified and reaffirmed.

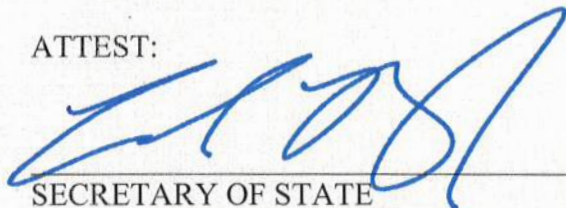
Section 3. This Executive Order is effective immediately and shall expire upon the expiration of Executive Order 22-218.



IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Florida to be affixed, at Tallahassee, this 24th day of September, 2022.


RON DESANTIS, GOVERNOR

ATTEST:


SECRETARY OF STATE

2022 SEP 24 PM 12:38
DEPARTMENT OF STATE
TALLAHASSEE, FL

FILED

STATE OF FLORIDA

OFFICE OF THE GOVERNOR

EXECUTIVE ORDER NUMBER 22-268

(Emergency Management – Extension of Executive Order 22-218 – Hurricane Ian)

WHEREAS, on September 23, 2022, I issued Executive Order 22-218, declaring a state of emergency for several counties in Florida due to the dangers presented by then Tropical Depression Nine; and

WHEREAS, on September 24, 2022, I issued Executive Order 22-219, which amended Executive Order 22-218 to declare a state of emergency for the entire State of Florida; and

WHEREAS, on September 28, 2022, Hurricane Ian made landfall off the coast of Fort Myers as a category 4 hurricane with sustained winds of approximately 150 miles per hour, traveled across the peninsula, and exited the state near Cape Canaveral on September 29, 2022; and

WHEREAS, the scope and scale of the destruction in Southwest Florida is immense and unprecedented, and Hurricane Ian is likely to stand as one of the most destructive storms in U.S. history; and

WHEREAS, Executive Order 22-218 expires on November 22, 2022, unless extended; and

WHEREAS, an extension of Executive Order 22-218 is necessary because recovery efforts and those affected by this disaster require the continued support of the State of Florida.

NOW, THEREFORE, I, RON DESANTIS, as Governor of Florida, by virtue of the authority vested in me by Article IV, Section 1(a) of the Florida Constitution and by the Florida Emergency Management Act, as amended, and all other applicable laws, promulgate the following Executive Order, to take immediate effect:

Section 1. The state of emergency and all provisions of Executive Order 22-218, as amended by Executive Order 22-219, are renewed for sixty (60) days following the date of this Executive Order.

Section 2. Except as amended herein, Executive Orders 22-218 and 22-219 are ratified and reaffirmed.

Section 3. This Executive Order is effective immediately.



IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Florida to be affixed, at Tallahassee, this 21st day of November, 2022.



RON DESANTIS, GOVERNOR

ATTEST:



SECRETARY OF STATE

FILED
2022 NOV 21 AM 11:52
CLERK OF STATE
TALLAHASSEE, FL

STATE OF FLORIDA

OFFICE OF THE GOVERNOR

EXECUTIVE ORDER NUMBER 23-21

(Emergency Management – Extension of Executive Order 22-218 – Hurricane Ian)

WHEREAS, on September 23, 2022, I issued Executive Order 22-218, declaring a state of emergency for several counties in Florida due to the dangers presented by Tropical Depression Nine; and

WHEREAS, on September 24, 2022, I issued Executive Order 22-219, which amended Executive Order 22-218 to declare a state of emergency for the entire State of Florida; and

WHEREAS, on September 28, 2022, Hurricane Ian made landfall off the coast of Fort Myers as a category 4 hurricane with sustained winds of approximately 150 miles per hour, traveled across the peninsula, and exited the state near Cape Canaveral on September 29, 2022; and

WHEREAS, the scope and scale of the destruction in Southwest Florida is immense and unprecedented, and Hurricane Ian is likely to stand as one of the most destructive storms in U.S. history; and

WHEREAS, Executive Order 22-218, as subsequently extended by Executive Order 22-268, expires on January 20, 2023, unless extended; and

WHEREAS, an extension of Executive Order 22-218 is necessary because recovery efforts and those affected by this disaster require the continued support of the State of Florida.

NOW, THEREFORE, I, RON DESANTIS, as Governor of Florida, by virtue of the authority vested in me by Article IV, Section 1(a) of the Florida Constitution and by the Florida Emergency Management Act, as amended, and all other applicable laws, promulgate the following Executive Order, to take immediate effect:

Section 1. The state of emergency and all provisions of Executive Order 22-218, as amended by Executive Order 22-219 and subsequently extended by Executive Order 22-268, are renewed for sixty (60) days following the date of this Executive Order.

Section 2. Except as amended herein, Executive Orders 22-218 and 22-219 are ratified and reaffirmed.

Section 3. This Executive Order is effective immediately.



IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Florida to be affixed, at Tallahassee, this 19th day of January, 2023.



RON DESANTIS, GOVERNOR

ATTEST:



SECRETARY OF STATE

FILED
2023 JAN 19 AM 11:33
DEPARTMENT OF STATE
TALLAHASSEE, FL

STATE OF FLORIDA

OFFICE OF THE GOVERNOR

EXECUTIVE ORDER NUMBER 23-60

(Emergency Management – Extension of Executive Order 22-218 – Hurricane Ian)

WHEREAS, on September 23, 2022, I issued Executive Order 22-218, declaring a state of emergency for several counties in Florida due to the dangers presented by Tropical Depression Nine; and

WHEREAS, on September 24, 2022, I issued Executive Order 22-219, which amended Executive Order 22-218 to declare a state of emergency for the entire State of Florida; and

WHEREAS, on September 28, 2022, Hurricane Ian made landfall off the coast of Fort Myers as a category 4 hurricane with sustained winds of approximately 150 miles per hour, traveled across the peninsula, and exited the state near Cape Canaveral on September 29, 2022; and

WHEREAS, the scope and scale of the destruction in Southwest Florida is immense and unprecedented, and Hurricane Ian is likely to stand as one of the most destructive storms in U.S. history; and

WHEREAS, Executive Order 22-218, as subsequently extended by Executive Order 23-21, expires on March 20, 2023, unless extended; and

WHEREAS, an extension of Executive Order 22-218 is necessary because recovery efforts and those affected by this disaster require the continued support of the State of Florida.

NOW, THEREFORE, I, RON DESANTIS, as Governor of Florida, by virtue of the authority vested in me by Article IV, Section 1(a) of the Florida Constitution and by the Florida Emergency Management Act, as amended, and all other applicable laws, promulgate the following Executive Order, to take immediate effect:

Section 1. The state of emergency and all provisions of Executive Order 22-218, as amended by Executive Order 22-219 and subsequently extended by Executive Order 23-21, are renewed for sixty (60) days following the date of this Executive Order.

Section 2. Except as amended herein, Executive Orders 22-218 and 22-219 are ratified and reaffirmed.

Section 3. This Executive Order is effective immediately.



IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Florida to be affixed, at Tallahassee, this 17th day of March, 2023.



RON DESANTIS, GOVERNOR

ATTEST:



SECRETARY OF STATE

FILED
2023 MAR 17 PM 2:19
DEPARTMENT OF STATE
TALLAHASSEE, FL

STATE OF FLORIDA

OFFICE OF THE GOVERNOR

EXECUTIVE ORDER NUMBER 23-104

(Emergency Management – Extension of Executive Order 22-218 – Hurricane Ian)

WHEREAS, on September 23, 2022, I issued Executive Order 22-218, declaring a state of emergency for several counties in Florida due to the dangers presented by Tropical Depression Nine; and

WHEREAS, on September 24, 2022, I issued Executive Order 22-219, which amended Executive Order 22-218 to declare a state of emergency for the entire State of Florida; and

WHEREAS, on September 28, 2022, Hurricane Ian made landfall off the coast of Fort Myers as a category 4 hurricane with sustained winds of approximately 150 miles per hour, traveled across the peninsula, and exited the state near Cape Canaveral on September 29, 2022; and

WHEREAS, the scope and scale of the destruction in Southwest Florida was immense and unprecedented, and Hurricane Ian stands as one of the most destructive storms in U.S. history; and

WHEREAS, Executive Order 22-218, as subsequently extended by Executive Order 23-60, expires on May 16, 2023, unless extended; and

WHEREAS, an extension of Executive Order 22-218 is necessary because recovery efforts and those affected by this disaster require the continued support of the State of Florida.

NOW, THEREFORE, I, RON DESANTIS, as Governor of Florida, by virtue of the authority vested in me by Article IV, Section 1(a) of the Florida Constitution and by the Florida Emergency Management Act, as amended, and all other applicable laws, promulgate the following Executive Order, to take immediate effect:

Section 1. The state of emergency and all provisions of Executive Order 22-218, as amended by Executive Order 22-219 and subsequently extended by Executive Order 23-60, are renewed for sixty (60) days following the date of this Executive Order.

Section 2. Except as amended herein, Executive Orders 22-218 and 22-219 are ratified and reaffirmed.

Section 3. This Executive Order is effective immediately.



IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Florida to be affixed, at Tallahassee, this 15th day of May, 2023.



RON DESANTIS, GOVERNOR

ATTEST:



SECRETARY OF STATE

FILED
2023 MAY 15 PM 1:13
DEPARTMENT OF STATE
TALLAHASSEE, FL

STATE OF FLORIDA

OFFICE OF THE GOVERNOR EXECUTIVE ORDER NUMBER 23-139

(Emergency Management – Extension of Executive Order 22-218 – Hurricane Ian)

WHEREAS, on September 23, 2022, I issued Executive Order 22-218, declaring a state of emergency for several counties in Florida due to the dangers presented by Tropical Depression Nine; and

WHEREAS, on September 24, 2022, I issued Executive Order 22-219, which amended Executive Order 22-218 to declare a state of emergency for the entire State of Florida; and

WHEREAS, on September 28, 2022, Hurricane Ian made landfall off the coast of Fort Myers as a category 4 hurricane with sustained winds of approximately 150 miles per hour, traveled across the peninsula, and exited the state near Cape Canaveral on September 29, 2022; and

WHEREAS, the scope and scale of the destruction in Southwest Florida was immense and unprecedented, and Hurricane Ian stands as one of the most destructive storms in U.S. history; and

WHEREAS, Executive Order 22-218, as subsequently extended by Executive Order 23-104, expires on July 14, 2023, unless extended; and

WHEREAS, an extension of Executive Order 22-218 is necessary because recovery efforts and those affected by this disaster require the continued support of the State of Florida.

NOW, THEREFORE, I, RON DESANTIS, as Governor of Florida, by virtue of the authority vested in me by Article IV, Section 1(a) of the Florida Constitution and by the Florida Emergency Management Act, as amended, and all other applicable laws, promulgate the following Executive Order, to take immediate effect:

Section 1. The state of emergency and all provisions of Executive Order 22-218, as amended by Executive Order 22-219 and subsequently extended by Executive Order 23-104, are renewed for sixty (60) days following the date of this Executive Order.

Section 2. Except as amended herein, Executive Orders 22-218 and 22-219 are ratified and reaffirmed.

Section 3. This Executive Order is effective immediately.



IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Florida to be affixed, at Tallahassee, this 13th day of July, 2023.



RON DESANTIS, GOVERNOR

ATTEST:



SECRETARY OF STATE

FILED
2023 JUL 13 AM 11:38
DEPARTMENT OF STATE
TALLAHASSEE, FL

STATE OF FLORIDA

OFFICE OF THE GOVERNOR

EXECUTIVE ORDER NUMBER 23-176

(Emergency Management – Extension of Executive Order 22-218 – Hurricane Ian)

WHEREAS, on September 23, 2022, I issued Executive Order 22-218, declaring a state of emergency for several counties in Florida due to the dangers presented by Tropical Depression Nine; and

WHEREAS, on September 24, 2022, I issued Executive Order 22-219, which amended Executive Order 22-218 to declare a state of emergency for the entire State of Florida; and

WHEREAS, on September 28, 2022, Hurricane Ian made landfall off the coast of Fort Myers as a category 4 hurricane with sustained winds of approximately 150 miles per hour, traveled across the peninsula, and exited the state near Cape Canaveral on September 29, 2022; and

WHEREAS, the scope and scale of the destruction in Southwest Florida was immense and unprecedented, and Hurricane Ian stands as one of the most destructive storms in U.S. history; and

WHEREAS, Executive Order 22-218, as subsequently extended by Executive Order 23-139, expires on September 11, 2023, unless extended; and

WHEREAS, an extension of Executive Order 22-218 is necessary because recovery efforts and those affected by this disaster require the continued support of the State of Florida.

NOW, THEREFORE, I, RON DESANTIS, as Governor of Florida, by virtue of the authority vested in me by Article IV, Section 1(a) of the Florida Constitution and by the Florida Emergency Management Act, as amended, and all other applicable laws, promulgate the following Executive Order, to take immediate effect:

Section 1. The state of emergency and all provisions of Executive Order 22-218, as amended by Executive Order 22-219 and subsequently extended by Executive Order 23-139, are renewed for sixty (60) days following the date of this Executive Order.

Section 2. Except as amended herein, Executive Orders 22-218 and 22-219 are ratified and reaffirmed.

Section 3. This Executive Order is effective immediately.



IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Florida to be affixed, at Tallahassee, this 8th day of September, 2023.



RON DESANTIS, GOVERNOR

ATTEST:



SECRETARY OF STATE

FILED
2023 SEP -8 PM 12:46
DEPARTMENT OF STATE
TALLAHASSEE, FL

STATE OF FLORIDA

OFFICE OF THE GOVERNOR

EXECUTIVE ORDER NUMBER 23-214

(Emergency Management – Extension of Executive Order 22-218 – Hurricane Ian)

WHEREAS, on September 23, 2022, I issued Executive Order 22-218, declaring a state of emergency for several counties in Florida due to the dangers presented by Tropical Depression Nine; and

WHEREAS, on September 24, 2022, I issued Executive Order 22-219, which amended Executive Order 22-218 to declare a state of emergency for the entire State of Florida; and

WHEREAS, on September 28, 2022, Hurricane Ian made landfall off the coast of Fort Myers as a category 4 hurricane with sustained winds of approximately 150 miles per hour, traveled across the peninsula, and exited the state near Cape Canaveral on September 29, 2022; and

WHEREAS, the scope and scale of the destruction in Southwest Florida was immense and unprecedented, and Hurricane Ian stands as one of the most destructive storms in U.S. history; and

WHEREAS, Executive Order 22-218, as subsequently extended by Executive Order 23-176, expires on November 7, 2023, unless extended; and

WHEREAS, an extension of Executive Order 22-218 is necessary because recovery efforts and those affected by this disaster require the continued support of the State of Florida.

NOW, THEREFORE, I, RON DESANTIS, as Governor of Florida, by virtue of the authority vested in me by Article IV, Section 1(a) of the Florida Constitution and by the Florida Emergency Management Act, as amended, and all other applicable laws, promulgate the following Executive Order, to take immediate effect:

Section 1. Bay County is removed from the state of emergency declared in Executive Order 22-218, as amended by Executive Order 22-219 and subsequently extended by Executive Order 23-176.

Section 2. Notwithstanding the above amendment, the state of emergency and all provisions of Executive Order 22-218, as amended by Executive Order 22-219 and subsequently extended by Executive Order 23-176, are renewed for sixty (60) days following the date of this Executive Order.

Section 3. Except as amended herein, Executive Orders 22-218 and 22-219 are ratified and reaffirmed.

Section 4. This Executive Order is effective immediately.

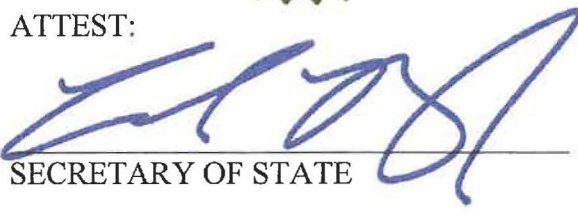


IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Florida to be affixed, at Tallahassee, this 6th day of November, 2023.



RON DESANTIS, GOVERNOR

ATTEST:



SECRETARY OF STATE

FILED
2023 NOV -6 PM 1:54
DEPT. OF STATE
TALLAHASSEE, FL

STATE OF FLORIDA

OFFICE OF THE GOVERNOR

EXECUTIVE ORDER NUMBER 24-02

(Emergency Management – Extension of Executive Order 22-218 – Hurricane Ian)

WHEREAS, on September 23, 2022, I issued Executive Order 22-218, declaring a state of emergency for several counties in Florida due to the dangers presented by Tropical Depression Nine; and

WHEREAS, on September 24, 2022, I issued Executive Order 22-219, which amended Executive Order 22-218 to declare a state of emergency for the entire State of Florida; and

WHEREAS, on September 28, 2022, Hurricane Ian made landfall off the coast of Fort Myers as a category 4 hurricane with sustained winds of approximately 150 miles per hour, traveled across the peninsula, and exited the state near Cape Canaveral on September 29, 2022; and

WHEREAS, the scope and scale of the destruction in Southwest Florida was immense and unprecedented, and Hurricane Ian stands as one of the most destructive storms in U.S. history; and

WHEREAS, Executive Order 22-218, as subsequently amended and extended by Executive Order 23-214, expires on January 5, 2024, unless extended; and

WHEREAS, an extension of Executive Order 22-218 is necessary because recovery efforts and those affected by this disaster require the continued support of the State of Florida.

NOW, THEREFORE, I, RON DESANTIS, as Governor of Florida, by virtue of the authority vested in me by Article IV, Section 1(a) of the Florida Constitution and by the Florida Emergency Management Act, as amended, and all other applicable laws, promulgate the following Executive Order, to take immediate effect:

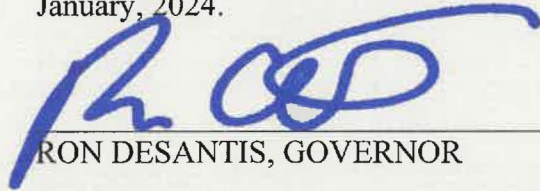
Section 1. The state of emergency and all provisions of Executive Order 22-218, as amended, are renewed for sixty (60) days following the date of this Executive Order.

Section 2. Except as amended herein, Executive Orders 22-218, 22-219, and 23-214 are ratified and reaffirmed.

Section 3. This Executive Order is effective immediately.



IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Florida to be affixed, at Tallahassee, this 4th day of January, 2024.



RON DESANTIS, GOVERNOR

ATTEST:



SECRETARY OF STATE

DEPARTMENT OF STATE
TALLAHASSEE, FL

2024 JAN -4 PM 3:57

FILED

STATE OF FLORIDA

OFFICE OF THE GOVERNOR

EXECUTIVE ORDER NUMBER 24-36

(Emergency Management – Extension of Executive Order 22-218 – Hurricane Ian)

WHEREAS, on September 23, 2022, I issued Executive Order 22-218, declaring a state of emergency for several counties in Florida due to the dangers presented by Tropical Depression Nine; and

WHEREAS, on September 24, 2022, I issued Executive Order 22-219, which amended Executive Order 22-218 to declare a state of emergency for the entire State of Florida; and

WHEREAS, on September 28, 2022, Hurricane Ian made landfall off the coast of Fort Myers as a category 4 hurricane with sustained winds of approximately 150 miles per hour, traveled across the peninsula, and exited the state near Cape Canaveral on September 29, 2022; and

WHEREAS, the scope and scale of the destruction in Southwest Florida was immense and unprecedented, and Hurricane Ian stands as one of the most destructive storms in U.S. history; and

WHEREAS, Executive Order 22-218, as subsequently extended by Executive Order 24-02, expires on March 4, 2024, unless extended; and

WHEREAS, an extension of Executive Order 22-218 is necessary because recovery efforts and those affected by this disaster require the continued support of the State of Florida.

NOW, THEREFORE, I, RON DESANTIS, as Governor of Florida, by virtue of the authority vested in me by Article IV, Section 1(a) of the Florida Constitution and by the Florida Emergency Management Act, as amended, and all other applicable laws, promulgate the following Executive Order, to take immediate effect:

Section 1. The state of emergency and all provisions of Executive Order 22-218, as amended, are renewed for sixty (60) days following the date of this Executive Order.

Section 2. Except as amended herein, Executive Orders 22-218, 22-219, and 23-214 are ratified and reaffirmed.

Section 3. This Executive Order is effective immediately.



IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Florida to be affixed, at Tallahassee, this 1st day of March, 2024.



RON DESANTIS, GOVERNOR

ATTEST:



SECRETARY OF STATE

FILED
2024 MAR -1 AM 11:55
DEPT. OF STATE
TALLAHASSEE, FL

STATE OF FLORIDA

OFFICE OF THE GOVERNOR

EXECUTIVE ORDER NUMBER 24-80

(Emergency Management – Extension of Executive Order 22-218 – Hurricane Ian)

WHEREAS, on September 23, 2022, I issued Executive Order 22-218, declaring a state of emergency for several counties in Florida due to the dangers presented by Tropical Depression Nine; and

WHEREAS, on September 24, 2022, I issued Executive Order 22-219, which amended Executive Order 22-218 to declare a state of emergency for the entire State of Florida; and

WHEREAS, on September 28, 2022, Hurricane Ian made landfall off the coast of Fort Myers as a category 4 hurricane with sustained winds of approximately 150 miles per hour, traveled across the peninsula, and exited the state near Cape Canaveral on September 29, 2022; and

WHEREAS, the scope and scale of the destruction in Southwest Florida was immense and unprecedented, and Hurricane Ian stands as one of the most destructive storms in U.S. history; and

WHEREAS, Executive Order 22-218, as subsequently extended by Executive Order 24-36, expires on April 30, 2024, unless extended; and

WHEREAS, an extension of Executive Order 22-218 is necessary because recovery efforts and those affected by this disaster require the continued support of the State of Florida.

NOW, THEREFORE, I, RON DESANTIS, as Governor of Florida, by virtue of the authority vested in me by Article IV, Section 1(a) of the Florida Constitution and by the Florida Emergency Management Act, as amended, and all other applicable laws, promulgate the following Executive Order, to take immediate effect:

Section 1. The state of emergency and all provisions of Executive Order 22-218, as amended, are renewed for sixty (60) days following the date of this Executive Order.

Section 2. Except as amended herein, Executive Orders 22-218, 22-219, and 23-214 are ratified and reaffirmed.

Section 3. This Executive Order is effective immediately.



IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Florida to be affixed, at Tallahassee, this 29th day of April, 2024.



RON DESANTIS, GOVERNOR

ATTEST:



SECRETARY OF STATE

FILED
2024 APR 29 PM 2:21
DEPARTMENT OF STATE
TALLAHASSEE, FL

STATE OF FLORIDA

OFFICE OF THE GOVERNOR

EXECUTIVE ORDER NUMBER 24-137

(Emergency Management – Extension of Executive Order 22-218 – Hurricane Ian)

WHEREAS, on September 23, 2022, I issued Executive Order 22-218, declaring a state of emergency for several counties in Florida due to the dangers presented by Tropical Depression Nine; and

WHEREAS, on September 24, 2022, I issued Executive Order 22-219, which amended Executive Order 22-218 to declare a state of emergency for the entire State of Florida; and

WHEREAS, on September 28, 2022, Hurricane Ian made landfall off the coast of Fort Myers as a category 4 hurricane with sustained winds of approximately 150 miles per hour, traveled across the peninsula, and exited the state near Cape Canaveral on September 29, 2022; and

WHEREAS, the scope and scale of the destruction in Southwest Florida was immense and unprecedented, and Hurricane Ian stands as one of the most destructive storms in U.S. history; and

WHEREAS, Executive Order 22-218, as subsequently extended by Executive Order 24-80, expires on June 28, 2024, unless extended; and

WHEREAS, an extension of Executive Order 22-218 is necessary because recovery efforts and those affected by this disaster require the continued support of the State of Florida.

NOW, THEREFORE, I, RON DESANTIS, as Governor of Florida, by virtue of the authority vested in me by Article IV, Section 1(a) of the Florida Constitution and by the Florida Emergency Management Act, as amended, and all other applicable laws, promulgate the following Executive Order, to take immediate effect:

Section 1. The state of emergency and all provisions of Executive Order 22-218, as amended, are renewed for sixty (60) days following the date of this Executive Order.

Section 2. Except as amended herein, Executive Orders 22-218, 22-219, and 23-214 are ratified and reaffirmed.

Section 3. This Executive Order is effective immediately.



IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Florida to be affixed, at Tallahassee, this 27th day of June, 2024.



RON DESANTIS, GOVERNOR

ATTEST:



SECRETARY OF STATE

2024 JUN 27 AM 9:42
DEPARTMENT OF STATE
TALLAHASSEE, FL

FILED

STATE OF FLORIDA

OFFICE OF THE GOVERNOR

EXECUTIVE ORDER NUMBER 24-174

(Emergency Management – Extension of Executive Order 22-218 – Hurricane Ian)

WHEREAS, on September 23, 2022, I issued Executive Order 22-218, declaring a state of emergency for several counties in Florida due to the dangers presented by Tropical Depression Nine; and

WHEREAS, on September 24, 2022, I issued Executive Order 22-219, which amended Executive Order 22-218 to declare a state of emergency for the entire State of Florida; and

WHEREAS, on September 28, 2022, Hurricane Ian made landfall off the coast of Fort Myers as a category 4 hurricane with sustained winds of approximately 150 miles per hour, traveled across the peninsula, and exited the state near Cape Canaveral on September 29, 2022; and

WHEREAS, the scope and scale of the destruction in Southwest Florida was immense and unprecedented, and Hurricane Ian stands as one of the most destructive storms in U.S. history; and

WHEREAS, Executive Order 22-218, as subsequently extended by Executive Order 24-137, expires on August 26, 2024, unless extended; and

WHEREAS, an extension of Executive Order 22-218 is necessary because recovery efforts and those affected by this disaster require the continued support of the State of Florida.

NOW, THEREFORE, I, RON DESANTIS, as Governor of Florida, by virtue of the authority vested in me by Article IV, Section 1(a) of the Florida Constitution and by the Florida Emergency Management Act, as amended, and all other applicable laws, promulgate the following Executive Order, to take immediate effect:

Section 1. The state of emergency and all provisions of Executive Order 22-218, as amended, are renewed for sixty (60) days following the date of this Executive Order.

Section 2. Except as amended herein, Executive Orders 22-218, 22-219, and 23-214 are ratified and reaffirmed.

Section 3. This Executive Order is effective immediately.



IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Florida to be affixed, at Tallahassee, this 23rd day of August, 2024.



RON DESANTIS, GOVERNOR

ATTEST:



SECRETARY OF STATE

FILED
2024 AUG 23 AM 10:31
DEPARTMENT OF STATE
TALLAHASSEE, FL

STATE OF FLORIDA

OFFICE OF THE GOVERNOR

EXECUTIVE ORDER NUMBER 24-235

(Emergency Management – Extension of Executive Order 22-218 – Hurricane Ian)

WHEREAS, on September 23, 2022, I issued Executive Order 22-218, declaring a state of emergency for several counties in Florida due to the dangers presented by Tropical Depression Nine; and

WHEREAS, on September 24, 2022, I issued Executive Order 22-219, which amended Executive Order 22-218 to declare a state of emergency for the entire State of Florida; and

WHEREAS, on September 28, 2022, Hurricane Ian made landfall off the coast of Fort Myers as a category 4 hurricane with sustained winds of approximately 150 miles per hour, traveled across the peninsula, and exited the state near Cape Canaveral on September 29, 2022; and

WHEREAS, the scope and scale of the destruction in Southwest Florida was immense and unprecedented, and Hurricane Ian stands as one of the most destructive storms in U.S. history; and

WHEREAS, Executive Order 22-218, as subsequently extended by Executive Order 24-174, expires on October 22, 2024, unless extended; and

WHEREAS, an extension of Executive Order 22-218 is necessary because recovery efforts and those affected by this disaster require the continued support of the State of Florida.

NOW, THEREFORE, I, RON DESANTIS, as Governor of Florida, by virtue of the authority vested in me by Article IV, Section 1(a) of the Florida Constitution and by the Florida Emergency Management Act, as amended, and all other applicable laws, promulgate the following Executive Order, to take immediate effect:

Section 1. The state of emergency and all provisions of Executive Order 22-218, as amended, are renewed for sixty (60) days following the date of this Executive Order.

Section 2. Except as amended herein, Executive Orders 22-218, 22-219, and 23-214 are ratified and reaffirmed.

Section 3. This Executive Order is effective immediately.



IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Florida to be affixed, at Tallahassee, this 21st day of October, 2024.



RON DESANTIS, GOVERNOR

ATTEST:



SECRETARY OF STATE

FILED
2024 OCT 21 PM 12:20
DEPT. OF STATE
TALLAHASSEE, FL

STATE OF FLORIDA

OFFICE OF THE GOVERNOR

EXECUTIVE ORDER NUMBER 24-287

(Emergency Management – Extension of Executive Order 22-218 – Hurricane Ian)

WHEREAS, on September 23, 2022, I issued Executive Order 22-218, declaring a state of emergency for several counties in Florida due to the dangers presented by Tropical Depression Nine; and

WHEREAS, on September 24, 2022, I issued Executive Order 22-219, which amended Executive Order 22-218 to declare a state of emergency for the entire State of Florida; and

WHEREAS, on September 28, 2022, Hurricane Ian made landfall off the coast of Fort Myers as a category 4 hurricane with sustained winds of approximately 150 miles per hour, traveled across the peninsula, and exited the state near Cape Canaveral on September 29, 2022; and

WHEREAS, the scope and scale of the destruction in Southwest Florida was immense and unprecedented, and Hurricane Ian stands as one of the most destructive storms in U.S. history; and

WHEREAS, Executive Order 22-218, as subsequently extended by Executive Order 24-235, expires on December 20, 2024, unless extended; and

WHEREAS, an extension of Executive Order 22-218 is necessary because recovery efforts and those affected by this disaster require the continued support of the State of Florida.

NOW, THEREFORE, I, RON DESANTIS, as Governor of Florida, by virtue of the authority vested in me by Article IV, Section 1(a) of the Florida Constitution and by the Florida Emergency Management Act, as amended, and all other applicable laws, promulgate the following Executive Order, to take immediate effect:

Section 1. The state of emergency and all provisions of Executive Order 22-218, as amended, are renewed for sixty (60) days following the date of this Executive Order.

Section 2. Except as amended herein, Executive Orders 22-218, 22-219, and 23-214 are ratified and reaffirmed.

Section 3. This Executive Order is effective immediately.



IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Florida to be affixed, at Tallahassee, this 18th day of December, 2024.



RON DESANTIS, GOVERNOR

ATTEST:



SECRETARY OF STATE

2024 DEC 18 PM 4:40
DEPARTMENT OF STATE
TALLAHASSEE, FL

FILED

STATE OF FLORIDA

OFFICE OF THE GOVERNOR

EXECUTIVE ORDER NUMBER 25-42

(Emergency Management – Extension of Executive Order 22-218 – Hurricane Ian)

WHEREAS, on September 23, 2022, I issued Executive Order 22-218, declaring a state of emergency for several counties in Florida due to the dangers presented by Tropical Depression Nine; and

WHEREAS, on September 24, 2022, I issued Executive Order 22-219, which amended Executive Order 22-218 to declare a state of emergency for the entire State of Florida; and

WHEREAS, on September 28, 2022, Hurricane Ian made landfall off the coast of Fort Myers as a category 4 hurricane with sustained winds of approximately 150 miles per hour, traveled across the peninsula, and exited the state near Cape Canaveral on September 29, 2022; and

WHEREAS, the scope and scale of the destruction in Southwest Florida was immense and unprecedented, and Hurricane Ian stands as one of the most destructive storms in U.S. history; and

WHEREAS, Executive Order 22-218, as subsequently extended by Executive Order 24-287, expires on February 16, 2025, unless extended; and

WHEREAS, an extension of Executive Order 22-218 is necessary because recovery efforts and those affected by this disaster require the continued support of the State of Florida.

NOW, THEREFORE, I, RON DESANTIS, as Governor of Florida, by virtue of the authority vested in me by Article IV, Section 1(a) of the Florida Constitution and by the Florida Emergency Management Act, as amended, and all other applicable laws, promulgate the following Executive Order, to take immediate effect:

Section 1. The state of emergency and all provisions of Executive Order 22-218, as amended, are renewed for sixty (60) days following the date of this Executive Order.

Section 2. Except as amended herein, Executive Orders 22-218, 22-219, and 23-214 are ratified and reaffirmed.

Section 3. This Executive Order is effective immediately.



IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Florida to be affixed, at Tallahassee, this 14th day of February, 2025.



RON DESANTIS, GOVERNOR

ATTEST:



SECRETARY OF STATE

FILED
2025 FEB 14 AM 10:07
OFFICE OF THE SECRETARY OF STATE
TALLAHASSEE, FL

STATE OF FLORIDA

OFFICE OF THE GOVERNOR

EXECUTIVE ORDER NUMBER 25-81

(Emergency Management – Extension of Executive Order 22-218 – Hurricane Ian)

WHEREAS, on September 23, 2022, I issued Executive Order 22-218, declaring a state of emergency for several counties in Florida due to the dangers presented by Tropical Depression Nine; and

WHEREAS, on September 24, 2022, I issued Executive Order 22-219, which amended Executive Order 22-218 to declare a state of emergency for the entire State of Florida; and

WHEREAS, on September 28, 2022, Hurricane Ian made landfall off the coast of Fort Myers as a category 4 hurricane with sustained winds of approximately 150 miles per hour, traveled across the peninsula, and exited the state near Cape Canaveral on September 29, 2022; and

WHEREAS, the scope and scale of the destruction in Southwest Florida was immense and unprecedented, and Hurricane Ian stands as one of the most destructive storms in U.S. history; and

WHEREAS, Executive Order 22-218, as subsequently extended by Executive Order 25-42, expires on April 15, 2025, unless extended; and

WHEREAS, an extension of Executive Order 22-218 is necessary because recovery efforts and those affected by this disaster require the continued support of the State of Florida.

NOW, THEREFORE, I, RON DESANTIS, as Governor of Florida, by virtue of the authority vested in me by Article IV, Section 1(a) of the Florida Constitution and by the Florida Emergency Management Act, as amended, and all other applicable laws, promulgate the following Executive Order, to take immediate effect:

Section 1. The state of emergency and all provisions of Executive Order 22-218, as amended, are renewed for sixty (60) days following the date of this Executive Order.

Section 2. Except as amended herein, Executive Orders 22-218, 22-219, and 23-214 are ratified and reaffirmed.

Section 3. This Executive Order is effective immediately.



IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Florida to be affixed, at Tallahassee, this 14th day of April, 2025.



RON DESANTIS, GOVERNOR

ATTEST:



SECRETARY OF STATE

FILED
2025 APR 14 PM 5:07
DEPARTMENT OF STATE
TALLAHASSEE, FL

STATE OF FLORIDA

OFFICE OF THE GOVERNOR

EXECUTIVE ORDER NUMBER 25-125

(Emergency Management – Extension of Executive Order 22-218 – Hurricane Ian)

WHEREAS, on September 23, 2022, I issued Executive Order 22-218, declaring a state of emergency for several counties in Florida due to the dangers presented by Tropical Depression Nine; and

WHEREAS, on September 24, 2022, I issued Executive Order 22-219, which amended Executive Order 22-218 to declare a state of emergency for the entire State of Florida; and

WHEREAS, on September 28, 2022, Hurricane Ian made landfall off the coast of Fort Myers as a category 4 hurricane with sustained winds of approximately 150 miles per hour, traveled across the peninsula, and exited the state near Cape Canaveral on September 29, 2022; and

WHEREAS, the scope and scale of the destruction in Southwest Florida was immense and unprecedented, and Hurricane Ian stands as one of the most destructive storms in U.S. history; and

WHEREAS, Executive Order 22-218, as subsequently extended by Executive Order 25-81, expires on June 13, 2025, unless extended; and

WHEREAS, an extension of Executive Order 22-218 is necessary because recovery efforts and those affected by this disaster require the continued support of the State of Florida.

NOW, THEREFORE, I, RON DESANTIS, as Governor of Florida, by virtue of the authority vested in me by Article IV, Section 1(a) of the Florida Constitution and by the Florida Emergency Management Act, as amended, and all other applicable laws, promulgate the following Executive Order, to take immediate effect:

Section 1. The state of emergency and all provisions of Executive Order 22-218, as amended, are renewed for sixty (60) days following the date of this Executive Order.

Section 2. Except as amended herein, Executive Order 22-218, as amended by Executive Orders 22-219 and 23-214, is ratified and reaffirmed.

Section 3. This Executive Order is effective immediately.



IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Florida to be affixed, at Tallahassee, this 12th day of June, 2025.



RON DESANTIS, GOVERNOR

ATTEST:



SECRETARY OF STATE

2025 JUN 12 PM 12:11
DEPARTMENT OF STATE
TALLAHASSEE, FL

FILED

RESOLUTION NO. 2025-041

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; PROVIDING FOR THE DIVISION OF ONE ORIGINALLY PLATTED LOT OWNED BY COCOA RETAIL LLC, GENERALLY LOCATED AT THE INTERSECTION OF HIGHWAY 524 AND EAST INDUSTRY ROAD (EXISTING PARCEL ID. 24-36-18-28-*-1B) INTO TWO (2) RESULTING LOTS OF RECORD; PROVIDING FOR REPEAL OF PRIOR INCONSISTENT 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, section 18-147 of the City Code allows the owner of a previously platted or otherwise legally recorded lot or tract of land to divide that land so that the division results in the creation of exactly one (1) additional lot or tract; and

WHEREAS, section 18-147 of the City Code authorizes the City Council to approve such division, generally referred to as a “lot split,” by resolution, and sets forth the prerequisites and application process for lot splits; and

WHEREAS, Cocoa Retail LLC (hereinafter “Owner”) is the owner of certain real property generally located in Cocoa, Florida, at the intersection of Highway 524 and East Industry Road, more particularly legally described in **Exhibit A**, attached hereto and fully incorporated herein by this reference, (hereinafter the “Affected Property”); and

WHEREAS, Owners have petitioned the City, pursuant to section 18-147 of the City Code, to divide said Affected Property and to create two (2) resulting separate lots; and

WHEREAS, said resulting lots are more particularly depicted and legally described herein; and

WHEREAS, the Affected Property has been assigned a single tax parcel identification number (Tax Parcel Id. 24-36-18-28-*-1B) and consists of one platted lot which has historically been used as a parking lot, and which has been treated as a single parcel; and

WHEREAS, the Owner proposes to divide the existing Lot 1B of the Cirrus subdivision, as recorded in Plat Book 77, Page 13, to create two resulting lots; and

WHEREAS, the City Council of the City of Cocoa finds that this Resolution is 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 RESOLVES, AS FOLLOWS:

Section 1. Recitals. The foregoing recitals are deemed true and correct and are hereby fully incorporated by this reference.

Section 2. Approval of Lot Split and Subsequent Aggregation.

(a) Subject to the conditions stated below, the City Council hereby approves, pursuant to section 18-147 of the City Code, the division of Lot 1B of the Cirrus subdivision, as recorded in Plat Book 77, Page 13, located at the intersection of Highway 524 and East Industry Road, (Parcel number 24-36-18-28-*-1B), into two (2) separate lots. Said separate lots are more particularly legally described in **Exhibit B**, attached hereto and fully incorporated herein by this reference.

(b) *Conditions of Approval.* The conditions of approval for such lot split and aggregation are as follows:

a. Owners further agree to not sell, convey, or assign any interest in either Resulting Lot, which would cause the loss of unity of ownership or title of each Resulting Lot, without first obtaining the written consent of the City of Cocoa. Nothing herein is intended to prohibit or restrict the Owners from selling, conveying or assigning each Resulting Lot as a unified parcel of land or encumbering each Resulting Lot with easements or other interests in land that do not cause loss of unity of ownership or title. Owners, as a condition of the approval of this Resolution, agree and consent that this requirement shall be binding upon the heirs, personal representatives, successors and assigns of the Owners and shall run with the Affected Property; and

(c) Upon recordation of this Resolution in the Official Public Records of Brevard County, Florida, said two (2) Resulting Lots, which shall consist of the split portions of Lot 1B, shall each be deemed a lot of record for development purposes pursuant to applicable law.

Section 3. Repeal of Prior Inconsistent Resolutions. All prior inconsistent resolutions adopted by the City Council, or parts of prior 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 Resolution 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 Resolution.

Section 5. Instructions to Staff. Pursuant to section 18-147 of the City Code, the City Clerk is hereby directed to record this Resolution in the Official Public Records of Brevard County, Florida at such time as the conditions of approval herein have been satisfied. At such time, the Community Services Department is hereby directed to modify city maps and documents to reflect the lot split and aggregation upon recordation of this Resolution.

Section 6. Effective Date. This Resolution shall become effective immediately upon adoption by the City Council of the City of Cocoa. However, the Resolution shall not be binding upon the Affected Property until recorded by the City in accordance with the requirements of this Resolution.

ADOPTED by the City Council of the City of Cocoa, Florida, this ____ day of _____, 2025.

Michael C. Blake, Mayor

ATTEST (City Seal):

Monica Arsenault, City Clerk

Approved as to legal form and sufficiency for
the City of Cocoa only:

ANTHONY A. GARGANESE, City Attorney

EXHIBIT A

AFFECTED PROPERTY

Lot 1B, Cirrus, according to the map or plat thereof, as recorded in Plat Book 77, Page(s) 13 - 17, of the Public Records of Brevard County, Florida.

EXHIBIT B

LEGAL DESCRIPTION OF RESULTING LOTS

NEW LOT 1

A PORTION OF LOT 1B, CIRRUS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 77, PAGE 13, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1B AND THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD 524 AS SHOWN ON F.D.O.T. RIGHT-OF-WAY MAP SECTION NO. 70007-2501; THENCE NORTH 01°30'21" WEST, 210.00 FEET ALONG THE WEST LINE OF SAID LOT 1B; THENCE NORTH 88°29'39" EAST, 151.67 FEET ALONG THE NORTH LINE OF SAID LOT 1B; THENCE SOUTH 01°30'21" EAST, 210.00 FEET OVER AND ACROSS SAID LOT 1B TO SAID NORTH RIGHT-OF-WAY LINE; THENCE SOUTH 88°29'39" WEST, 151.67 FEET ALONG SAID NORTH RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING. AND CONTAINING 0.7312 OF AN ACRE (31,850 SQUARE FEET) MORE OR LESS.

NEW LOT 2

A PORTION OF LOT 1B, CIRRUS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 77, PAGE 13, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SAID LOT 1B AND THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD 524 AS SHOWN ON F.D.O.T. RIGHT-OF-WAY MAP SECTION NO. 70007-2501; THENCE SOUTH 88°29'39" WEST, 314.57 ALONG SAID NORTH RIGHT-OF-WAY LINE; THENCE NORTH 01°30'21" WEST, 210.00 FEET OVER AND ACROSS SAID LOT 1B; THENCE NORTH 88°29'39" EAST, 314.57 FEET ALONG THE NORTH LINE OF SAID LOT 1B; THENCE SOUTH 01°30'21" EAST, 210.00 FEET ALONG THE EAST LINE OF SAID LOT 1B TO SAID NORTH RIGHT-OF-WAY LINE AND THE POINT OF BEGINNING CONTAINING 1.5165 ACRES (66,060 SQUARE FEET) MORE OR LESS.



LOT SPLIT APPLICATION DRAFT

City Manager's Office
Planning and Zoning
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 City Council. 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. Type of Application:

- ☐ Residential Lot Split
☒ Non-Residential Lot

2. Applicant Information:

** NOTE: Applicant is the main contact, who must attend the meeting!*

Company (if applicable): WMG Acquisitions, LLC

Name: Kathryn Smith

Mailing Address: 270 W. Plant St., Suite 210

City: Winter Garden State: FL Zip Code: 34787

Phone #: 386-450-1059

Fax #: _____

Mobile #: _____ E-mail: ksmith@wmgdevelopment.com

3. Property Owner Information:

** Check here if same as Applicant → ☐*

** If more than one owner, attach additional sheet with names and addresses.*

Company (if applicable): Cocoa Retail LLC

Name: _____

Mailing Address: 1825 Riverview Dr

City: Melbourne State: FL Zip Code: 32901

Phone #: _____ Fax #: _____

Mobile #: _____ E-mail: _____

4. Property Information:

Street Address and Location: Highway 524 and East Industry Rd

Parcel ID:

** If more than two Parcel IDs, attach additional sheet with Parcel IDs.*

2 4 - 3 6 - 1 8 - 2 7 - * . - 1 . 0 1

[illegible]

Tax Account Numbers:

** If more than two Tax Account #s, attach additional sheet with Tax Account #s.*

3	0	2	5	7	8	7
---	---	---	---	---	---	---

--	--	--	--	--	--	--

Land Area: 98,010 square feet or 2.25 acres

Future Land Use (to be completed by City): _____

Zoning District (to be completed by City): _____

Existing Use(s) on Property: parking lot

Proposed Use(s) on Property: commercial buildings

5. Surveyor:

Company (if applicable): BGE, Inc

Name: **Jim Sullivan**

Mailing Address: 4440 PGA Blvd, Suite 104

City: Palm Beach Gardens State: FL Zip Code: 33410

Phone #: 561-485-0824 Fax #:

Mobile #: E-mail: jsullivan@bgeinc.com

6. Indicate whether new streets, water, sewer, drainage structures, or other infrastructure are required off-site to provide sufficient access or municipal services to the subject land:

None required.

7. Describe the planned means of access for each resulting lot and provide a copy of proposed supporting cross-access easements, if any, including width of access ways or easements:

Per an easement agreement filed September 30, 2021 between RDI Developers, LLC and Cocoa Retail LLC, there are access easements across the entire commercial property.

8. Please submit the following items in order complete the application:

- a. ☒ **Notarized application.**
- b. ☒ **Application fee.** The fee is \$_____ for Residential Lot Splits and \$1,250 for Non-Residential Lot Splits. Please make checks payable to the 'City of Cocoa' and submit payment **ONLY** to the Community Services Department. Public mail notice and legal advertising fees must also be paid a few weeks after application submittal.
- c. ☒ **Proof of ownership.** A copy of the most recent recorded warranty deed is required.
- d. ☒ **Letter of authorization.** If the applicant is not the property owner, a notarized letter of authorization or agent affidavit is required, unless the applicant is the Attorney of the owner. Each property owner must complete a separate authorization form or other suitable documentation to allow the agent to act upon his/her behalf. A sample "Letter of Authorization" form is available from the City.
- e. ☒ **Corporate documents.** If the applicant/owner is representing a company, articles of incorporation which show the applicant/owner is authorized to represent the company is required. A data record printout from the Florida Department of State, Division of Corporations website may also be provided (<http://www.sunbiz.org/corpweb/inquiry/search.html>).
- f. ☒ **Certified Existing Boundary Survey(s).** Submit two (2) copies and 1 electronic copy drawn to scale of a current certified survey showing the dimensions of all existing principal and accessory structures, existing easements, and existing utility improvements or infrastructure.
- g. ☒ **Legal descriptions and sketch.** Submit two (2) copies (11x17) and 1 electronic copy of the proposed legal description and acreage of the two (2) proposed lots or tracts of land and a sketch of the legal description depicting the intended division, which must be prepared by a duly licensed land surveyor registered in Florida. If a lot or tract of land contains any existing principal or accessory structures, the survey shall depict the structures on the lot or tract of land as well as easements and utility improvements.
- h. ☒ **Title opinion.** A title opinion from an attorney or a property information report that is prepared within the preceding thirty (30) days showing the status of the title to the site encompassed by the lot split and all mortgages, liens, easements, encumbrances, covenants and restrictions, and defects, if any. (See Title Opinion Guidelines, attached to this application.)
- i. ☐ **List of owners within 500 feet for meetings (For Residential Lot-splits Only).** A "radius map package" from Brevard County containing a certified mailing list with mailing labels and a map of all property owners of record who reside within a 500-foot radius of the subject property is required for public notice. It is the applicant's responsibility to obtain these materials from the following for a nominal fee::
Brevard County Planning and Zoning
Brevard County Government Center, Building A
2725 Judge Fran Jamieson Way
Viera, FL 32940
Phone: (321) 633-2060
- j. ☐ **Additional information (optional).** Submit any information that may be helpful in understanding the request. This may include photos, sketches, elevations, or letters from adjoining property owners.
- k. ☐ **Cross Access Easements.** Submit copies of cross-access easement(s), if any, for the proposed resulting lots.

9. **Application filing deadline.** The application filing deadline is on the first Friday of each month at 5:00 pm for public hearings that are held in the following month.

10. **Application filing procedure.** This application, together with all required exhibits and attachments, shall be completed and filed with the Planning and Zoning Division prior to the established filing deadline for the public hearing before the City Council.

Public hearings process information – please read!

- 11. Dates and locations of public hearings.** All lot split applications require one hearing in front of the City of Cocoa Council. Current schedules of the City Council meetings can be found on the City’s website.
- 12. Board types.** City Council is an authoritative body and is able to make binding decisions.
- 13. 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 and may request a postponement.
- 14. 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.
- 15. 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.
- 16. 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.

17. Signatures and Notarization.

STATE OF FL COUNTY OF VOLUSIA. I, Ferrica Gow
being first duly sworn, depose and say that:

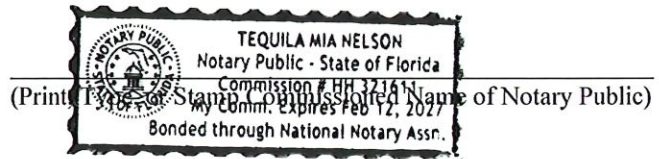
- ☐ I am the owner of the subject property, or if corporation, I am the officer of the corporation authorized to act on this request.
- ☒ I am the legal representative of the owner of the subject property of this application and a notarized Letter of Authorization form or agent affidavit accompanies this application giving written consent by all property owners of the subject property, unless the applicant is the Attorney representing the owner.

I hereby certify that I have read, completed and understand this Lot Split application and all applicable criteria and requirements as listed in the City of Cocoa Code. I further understand that if my application and all associated attachments are not complete and accurate in all respects, the application will not be processed or scheduled for a public hearing, if applicable. I further understand that this application must be complete and accurate prior to the advertising of a public hearing.

[Signature]
(APPLICANT SIGNATURE)

Personally Known ☒ OR Produced Identification ☐

Type of I.D. Produced _____



[Signature]
(NOTARY PUBLIC SIGNATURE)

STATE OF FLORIDA, COUNTY OF VOLUSIA ~~BREVARD~~

Sworn and subscribed to before me this 26th day of June, 20 25

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: _____

Per Ordinance No. 06-2024 City of Cocoa

(2) City staff review.

- a. Upon receipt of a complete lot split application, the City Manager designee and City staff from public works, fire, and utilities departments as necessary, shall review the application and either find the application to be sufficient or indicate areas which are inadequately or improperly completed.
- b. The City Attorney shall review the title opinion or certification.
- c. City staff shall return in writing all comments, recommendations, and questions to the applicant within thirty (30) business days of receipt of a complete application.
- d. Should any comment or recommendation made by the City reviewing staff require the applicant to revise its submittal, the City staff shall review the revised submittal and return all comments, recommendations, and questions to the applicant for further revision.
- e. Upon completion of necessary revisions, the planning and zoning staff shall schedule the application for consideration by the City Council.

(3) Public hearing. The City Council shall consider an application for a lot split at a duly noticed public hearing and shall vote to recommend approval, approval with conditions, or disapproval of the lot split. Any approval of a lot split shall be by resolution of the City Council.

(4) Review criteria. Before any lot split is approved by the City Council, the applicant must demonstrate, and City Council must find, that the proposed lot split meets the following criteria:

- a. The proposed lot split shall in every respect meet the criteria established elsewhere in this Chapter and the City Code for the category of zoning and other relevant codes and applicable laws under which the property is zoned.
- b. The application is consistent with the City's comprehensive plan.
- c. The application does not create any lots, tracts of land, or developments that do not conform to the City Code.
- d. The application provides for proper and sufficient ingress and egress to all affected properties through a public or approved private street or perpetual cross access easements.
- e. The application is compatible and in harmony with the surrounding neighborhood including with respect to the size of existing surrounding lots and development trends in the neighborhood which have been previously approved by the City Council.
- f. The application does not create burdensome congestion on the streets and highways.
- g. The application promotes the orderly layout and use of land.
- h. The application provides for adequate light and air.
- i. The application does not create an overcrowding of land.
- j. The application does not pose any significant harm to the adequate and economical provision of water, sewer, and other public services.
- k. If the lot split creates a flag lot, the narrow access strip shall be a minimum of thirty-five (35) feet in width. The narrow strip for each flag lot shall intersect a publicly dedicated and accepted road at no less than a sixty degree (60°) angle. Any flag lot of record prior to the effective date of this amendment to the zoning laws of the City of Cocoa shall be considered a nonconforming lot of record if the narrow access strip is a minimum of ten (10) feet in width and said lot shall enjoy the same nonconforming rights as set forth in article X, section 3, Appendix A—Zoning, of the City of Cocoa Code. For the purposes of this section, "flag lot" shall mean any lot, plot, tract or parcel of land having a narrow, deeded, strip of land connecting the main body of said lot, plot, tract or parcel to a publicly dedicated and accepted road. For such lots, the lot

width, lot depth and front, side and rear lot lines shall be established by the boundaries of the main body of such lot exclusive of the narrow connector strip of land.

(5) *Special notice for residential lot splits.* Any proposed lot split of a residentially zoned property shall require special notice be provided to adjacent property owners at least ten (10) days prior to the City Council meeting on the proposed residential lot split. Said notices shall be provided by regular mail to adjacent property owners within five hundred (500) feet of the property subject to the lot split application, and shall include the address and legal description of the subject property, and the date, time, and location of the City Council meeting. Notices provided under this subsection are hereby deemed courtesy notices only and the failure to provide or receive said notices shall not be a basis of appealing any decision made under this section. Applicants shall be solely responsible for the cost of the notices required by this subsection.

(b) *Recording.* Upon approval of any lot split by resolution of the City Council, the resolution of the City Council shall be duly recorded in the public records of Brevard County and the lot split shall be reflected on the appropriate City maps and documents.

(c) *Restriction on additional lot splits.* No further division of a lot which has been split pursuant to an approved lot split shall be permitted under this Section, except through the plat review and approval procedures of this Chapter.

June 8, 2024

Agent Authorization

To Whom It May Concern:

I, BOB STEARNS, as MANAGER of **Cocoa Retail, LLC**, (the "Owner") of the real property described below (the "Property") do hereby authorize **WMG Acquisitions, LLC** as authorized agent to execute any applications or other documents, including, but not limited to, all applications and approvals for a lot split and any permits needed to develop the site on behalf of the Owner.

Property ID#: 24-36-18-27-*-1.01

Account: 3025787

Sincerely,



By: BOB STEARNS
Title: MANAGER
Date: JUL 8, 2024

STATE OF Florida
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 8th day of JUL, 2024 by BOB STEARNS, as MANAGER of Cocoa Retail, LLC. He/She is personally known to me or has produced _____ as identification and did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 8th day of July, 2024.

Notary Public Signature: Elisa Wagers
My Commission Expires: 4/20/2028
Notary Seal:

ELISA S. WAGERS
Commission # HH 496674
Expires April 20, 2028



ELISA S. WAGERS
Commission # HH 496674
Expires April 20, 2028

NOTARIZED AUTHORIZATION OF OWNER

WE, WMG ACQUISITIONS, LLC, as the authorized agent of the property described as the following Tax Parcel ID Numbers 24-36-18-27-*-1.01, authorize Cobb Cole by Jessica Gow, Esquire and/or their consultants to act as our agent to seek a Lot Split, Amendment to the Development Agreement, and/or all regulatory approvals in connection therewith, on the above-referenced property.

WMG ACQUISITIONS, LLC

By: [Signature]

Its: MANAGER

STATE OF ILLINOIS
COUNTY OF EFFINGHAM

The foregoing instrument was acknowledged before me this 8TH day of MAY, 2025, by JONATHAN BUMIJEVE as MANAGER of WMG ACQUISITIONS, LLC, who is personally known to me or who has produced _____ (type of ID) as identification and who did not take an oath.

[Signature]
NOTARY PUBLIC – STATE OF ILLINOIS

Brooke Kocher
NAME OF NOTARY – TYPED OR PRINTED

COMMISSION NO: 941659

OFFICIAL SEAL
BROOKE L KOCHER
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 10/29/2025

2025 FOREIGN LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# M18000003008

Entity Name: WMG ACQUISITIONS, LLC

Current Principal Place of Business:

270 WEST PLANT STREET
SUITE 210
WINTER GARDEN, FL 34787

Current Mailing Address:

270 WEST PLANT STREET
SUITE 210
WINTER GARDEN, FL 34787 US

FEI Number: 85-2829943

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

CORPORATION SERVICE COMPANY
1201 HAYS ST
TALLAHASSEE, FL 32301 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Authorized Person(s) Detail :

Title MANAGER
Name BRUMLEVE, JONATHAN
Address 270 WEST PLANT STREET
 SUITE 210
City-State-Zip: WINTER GARDEN FL 34787

Title MANAGER
Name FROST, CURTIS
Address 270 WEST PLANT STREET
 SUITE 210
City-State-Zip: WINTER GARDEN FL 34787

Title VP
Name KOPKO, CRAIG
Address 270 WEST PLANT STREET
 SUITE 210
City-State-Zip: WINTER GARDEN FL 34787

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: JONATHAN BRUMLEVE

MANAGER

04/10/2025

Electronic Signature of Signing Authorized Person(s) Detail

Date

2025 FOREIGN LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# M16000009936

Entity Name: COCOA RETAIL, LLC

Current Principal Place of Business:

1111 METROPOLITAN AVE.
SUITE 700
CHARLOTTE, NC 28236

Current Mailing Address:

1111 METROPOLITAN AVE.
SUITE 700
CHARLOTTE, NC 28236 US

FEI Number: 81-4631272

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301-2525 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Authorized Person(s) Detail :

Title MGR
Name COLLETT, ROBERT C
Address 118-C W UNION ST.
City-State-Zip: MORGANTON NC 28655

Title MGR
Name STEARNS, ROBERT D TRUSTEE OF
THE ROBERT STEARNS REVOCABLE
TRUST, DATED MAY 17, 2000
Address 2301 W I=55 SERVICE RD, STE. 100
City-State-Zip: OKLAHOMA CITY OK 73112

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: ROBERT COLLETT

MANAGER

04/25/2025

Electronic Signature of Signing Authorized Person(s) Detail

Date

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

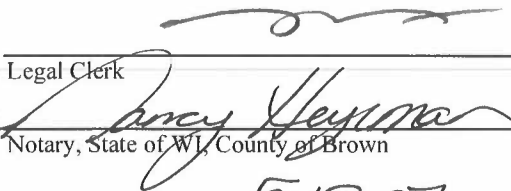
Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Florida Today, a daily newspaper published in Brevard County, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of Public Notices, was published on the publicly accessible website of Brevard County, Florida, or in a newspaper by print in the issues of, on:

06/27/2025

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 06/27/2025

Legal Clerk


Notary, State of WI, County of Brown

5-15-27

My commission expires

Publication Cost: \$258.68

Tax Amount: \$0.00

Payment Cost: \$258.68

Order No: 11438812

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

Ad#11438812 06/27/2025

CITY OF COCOA
NOTICE OF PUBLIC HEARING
NOTICE IS HEREBY GIVEN THAT
THE COCOA CITY COUNCIL
PROPOSE TO CONSIDER THE FOLLOWING:

For Cirrus Commercial Outparcel Lot Split:

NOTICE IS HEREBY GIVEN that the City Council of the City of Cocoa, Florida, will hold a public hearing on Tuesday, July 8, 2025, at 6:00 p.m., or as soon thereafter as the matter may be heard, at City Hall Council Chambers, 65 Stone Street, Cocoa, Florida, to consider a non-residential lot split request submitted by WMG Acquisitions, LLC, as agent for property owner Cocoa Retail, LLC. The request, submitted in accordance with Chapter 18, Subdivisions, of the City of Cocoa Code of Ordinances, pertains to a portion of Lot 1B as shown on the Cirrus plat recorded in Plat Book 77, Page 13, of the Public Records of Brevard County, Florida. The proposed lot split will create two commercial parcels: Parcel 1, consisting of 0.7312 acres (31,850 square feet), and Parcel 2, consisting of 1.5165 acres (66,060 square feet), as more particularly described in the sketch and legal description prepared by BGE, Inc., dated April 29, 2025. The purpose of the request is to accommodate future development consistent with existing land use and zoning designations. The subject property is generally located on State Road 524, directly south of State Road 528 and west of East Industry Road, in Cocoa, Florida, and is identified by Parcel ID No. 24-36-18-27-1.01.

CITY COUNCIL WILL CONSIDER THESE ITEMS ON
July 8, 2025
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 marсенault@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 cityclerk@cocoafl.gov.

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.

CITY COUNCIL AGENDA ITEM

Memo Date: January 10, 2025
Agenda Date: July 8, 2025
File ID: 2025-40
Prepared By: Charlene Neuterman, Community Services Director
Through: Stockton Whitten, City Manager
Requested Action: Conduct a Public Hearing to review the affordable housing real property inventory list and approve a Resolution identifying certain real property within the City to which the City holds fee simple title that is appropriate for permanent affordable housing and approve the process for which the disposal of real property will be administered by the City.

BACKGROUND:

Conduct a Public Hearing to review the affordable housing real property inventory list and approve a Resolution identifying certain real property within the City to which the City holds fee simple title that is appropriate for permanent affordable housing.

Florida Statutes, Section 166.0451, provides that by October 1, 2023, and every 3 years thereafter, each municipality shall prepare an inventory list of all real property within its jurisdiction to which the municipality holds fee-simple title that is appropriate for use as affordable housing. The inventory list must include the address and legal description of each such property and specify whether the property is vacant or improved. The governing body of the municipality must review the inventory list at a public hearing and may revise it at the conclusion of the public hearing. Following the public hearing, the governing body of the municipality shall adopt a resolution that includes an inventory list of such property that is appropriate for permanent affordable housing.

In the future, the properties identified as appropriate for use as permanent affordable housing on the inventory list adopted by the City may be offered for sale and the proceeds may be used to purchase land for the development of affordable housing or to increase the local government funds earmarked for affordable housing, or may be sold with a restriction that requires the development of the property as permanent affordable housing, or may be donated to a nonprofit housing organization for the construction of permanent affordable housing. Alternatively, the City may otherwise make the property available for use for the production and preservation of permanent affordable housing. Approval of the inventory list does not preclude the Council from revising the list in the future if a property (or properties) is determined to be needed for municipal purposes.

The term “affordable” has the same meaning as in F.S. 420.004(3) “Affordable” means that monthly rents or monthly mortgage payments including taxes, insurance, and utilities, do not exceed 30 percent of that amount, which represents the percentage of the median adjusted gross annual income for the households.

Municipalities are encouraged to adopt best practices for surplus land programs, including, but not limited to:

1. Establishing eligibility criteria for the receipt or purchase of surplus land by developers;
2. Making the process for requesting surplus land publicly available;
3. Ensuring long-term affordability through ground leases by retaining the right of first refusal to purchase property that would be sold or offered at market rate and by requiring reversion of property not used for affordable housing within a certain timeframe.

In January 2024, the City presented an updated list of real property appropriate for use as affordable housing. In accordance with the 2023 Florida Statutes 166.0451 Disposition of municipal property for affordable housing, the City has prepared an inventory list of all real property within its jurisdiction to which the City holds a fee-simple title that is appropriate for use as affordable housing. The inventory list includes the address and legal description of each such property and specifies whether the property is vacant or improved. All 43 properties are listed within Exhibit "A" as vacant. It should be noted that the 20 lots within the Michael C. Blake Subdivision must be developed for the purposes of permanent workforce housing.

Staff are requesting the Council to conduct a public hearing to review the inventory list and approve the process for which the disposal of the lots will be managed. The City may offer the properties for sale and the proceeds may be used to purchase land for the development of affordable housing or to increase the City's funds earmarked for affordable housing; or may be sold by negotiated agreement with a buyer with a restriction that requires the development of the property as permanent affordable housing and such other terms and conditions required by the City Council; or may be donated to a nonprofit housing organization for the construction of permanent affordable housing. Alternatively, the City may otherwise make the property available for use for the production and preservation of permanent affordable housing. As stated previously, City Council reserves the right at any time to revise Exhibit "A" as deemed necessary.

As part of the recommendation to adopt best practices for surplus land programs, the City is developing a program that will meet the requirements of Florida Statute 166.0451 and the Live Local Act. This program will detail the specific steps to dispose of the properties on the Surplus Property List for the purposes of constructing permanent affordable housing.

Upon approval of Resolution ##-####, it will be published as required on the City's website.

PRIORITY AREA CONNECTION:

Economic and Community Development

BUDGETARY IMPACT:

Budgeted? N/A

PREVIOUS ACTION:

RECOMMENDED MOTION:

Conduct a Public Hearing to review the affordable housing real property inventory list and approve a Resolution identifying certain real property within the City to which the City holds fee simple title that is appropriate for permanent affordable housing and approve the process for which the disposal of real property will be administered by the City.

RESOLUTION 2025-040

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, PROVIDING FOR REPEAL OF PRIOR RESOLUTIONS, IDENTIFYING CERTAIN REAL PROPERTY OWNED BY THE CITY WHICH MAY BE USED FOR AFFORDABLE HOUSING PROGRAMS IN THE CITY OF COCOA; PROVIDING A SURPLUS PROPERTY DETERMINATION AND FOR THE DISPOSITION OF SAID PROPERTY FOR THE BENEFIT OF AFFORDABLE HOUSING IN THE CITY OF COCOA; PROVIDING FOR THE REPEAL OF PRIOR, INCONSISTENT RESOLUTIONS; SEVERABILITY; AND AN EFFECTIVE DATE.

WHEREAS, Florida Statutes, Section 166.0451, provides that each City shall prepare an inventory list of all real property within its jurisdiction to which the City holds fee simple title that is appropriate for use as affordable housing;

WHEREAS, the inventory list must include the address and legal description of each such property and specify whether the property is vacant or improved;

WHEREAS, the City Council must review the inventory list at a public hearing and may revise it at the conclusion of the public hearing;

WHEREAS, the City Council may offer the properties for sale and the proceeds may be used to purchase land for the development of affordable housing or to increase the City's fund earmarked for affordable housing, or may be sold with a restriction that requires the development of the property as permanent affordable housing, or may be donated to a nonprofit housing organization for the construction of permanent affordable housing;

WHEREAS, City Council may otherwise make the property available for use for the production and preservation of permanent affordable housing.

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

SECTION 1. All prior resolutions or prior resolutions inconsistent with this resolution are hereby repealed to the extent of the conflict.

SECTION 2. It is hereby deemed, determined and declared that the properties more particularly described in **Exhibit "A"**, attached hereto and incorporated herein by this reference, may be used by the City for affordable housing purposes, as the term “affordable” is defined in section 420.0004(3), Florida Statutes, and as provided in Section 3 of this Resolution. The City Council reserves the rights to revise Exhibit “A” as deemed necessary.

SECTION 3. It is hereby declared that the City may offer the properties for sale and the proceeds may be used to purchase land for the development of affordable housing or to increase the City’s fund earmarked for affordable housing; or may be sold by negotiated agreement with a buyer with a restriction that requires the development of the property as permanent affordable housing and such other terms and conditions required by the City Council; or may be donated to a nonprofit housing organization for the construction of permanent affordable housing.

SECTION 4. The City Manager may negotiate terms and conditions of the disposition of the properties described on Exhibit “A” subject to the City Council’s approval.

SECTION 5. No provision of this Resolution shall be construed or interpreted to require the City to require that the properties described in Exhibit “A” be used for affordable housing.

SECTION 6. This Resolution shall become effective immediately upon its adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 8th day of July 2025.

CITY OF COCOA, FLORIDA

By: _____
Michael C. Blake, Mayor

ATTEST:

Monica Arsenault, CMC, City Clerk

City of Cocoa Properties

Line	Tax Parcel	Address	Legal Description
1	3019557	Not assigned	Michael C Blake Lot 1
2	3019558	Not assigned	Michael C Blake Lot 2
3	3019559	Not assigned	Michael C Blake Lot 3
4	3019560	Not assigned	Michael C Blake Lot 4
5	3019561	Not assigned	Michael C Blake Lot 5
6	3019562	Not assigned	Michael C Blake Lot 6
7	3019565	Not assigned	Michael C Blake Lot 9
8	3019566	Not assigned	Michael C Blake Lot 10
9	3019567	Not assigned	Michael C Blake Lot 11
10	3019568	Not assigned	Michael C Blake Lot 12
11	3019569	Not assigned	Michael C Blake Lot 13
12	3019570	Not assigned	Michael C Blake Lot 14
13	3019571	Not assigned	Michael C Blake Lot 15
14	3019572	Not assigned	Michael C Blake Lot 16
15	3019573	Not assigned	Michael C Blake Lot 17
			Lot 7 BLK 13 Plat Book
16	2461518	805 Temple St	0005 Page 0072 COLLEGE PARK AMENDED MAP
			Lot 14 BLK 13 Plat Book
17	2461745	804 Barbara Jenkins St	0005 Page 0072 COLLEGE PARK AMENDED MAP
18	2425286	619 Stone St	LOTS 3 BLK 11PLAT BOOK 0005 PAGE 72
19	2425302	320 Loquat Ave	Lot 9 Block 12A Plat Book 0005 Page 0072
			Plat Book/Page
20	2424059	712 Stone Street	0008/0050, Sub Name: COLLEGE PARK Re Amended Map of Lt 1, Blk 3.
			Lot 9, Block 4, VIRGINIA PARK SUBDIVISION, according to Plat Book 5, Page 10
21	2424816	629 S. Georgia Avenue	Lot 20, Block J, Replat No. 2, Cocoa Annex Re- subdivision according to Plat book J 9 Page 36
22	2424282	1110 Grove Avenue	Lot 11, Block K, COLLEGE MANOR NO. ONE, according to the plat thereof, as recorded in Plat book 14, Page 104
23	2414965	1970 Furman Court	

24	2422721	1059 Olive Street	Lot 140, BROADMOOR ACRES, according to the plat thereof, as recorded in Plat Book 10, Page 45
25	2422693	1050 Bellefonte Avenue	Lot 112, BROADMOOR ACRES, according to the plat thereof, as recorded in Plat Book 10, Page 45
26	2422533	1101 Avon Place	Lot 98, COCOA MODERN MANOR, according to the plat thereof as recorded in Plat Book 11, Page 95
27	2422352	801 Eden Street	Lot 7, Block F, ROYAL GARDEN HOMES SECTION ONE, according to the plat thereof, as recorded in Plat Book 11, Page 96
28	2426110	514 S. Wilson	Davidsons Unrecorded Subd Part of NW 1/4 of SW 1/4 As Des In DB 410 Pg 59 Known As Davidsons Unrec SD Lot 3 BLK E.
29	2415581	1204 Cambridge	Lot 9 Block No 3 Plat Book 0012 Page 0100
30	2425305	437 Satsuma	Lot 1, Block 12C, Amended Map of College Park, according to the Pat thereof as recorded in Plat Book 5, Page 72
31	2415726	1408 Donna Avenue	COCOA HILLS SUBD LOT 2 Part Of NW 1/4 Of SW 1/4 Adj To New Rr R/W As Des In Orb 870 Pg 216
32	2421045	Not assigned	
33	2424298	1043 Peachtree St	Barlows Subd Lot 6 Subd
34	2425487	352 Pomolo St	Part Of SE 1/4 Of NW 1/4 As Des In Orb 243 Pg 51
35	2424266	1112 Peachtree St.	Cocoa Annex Replat #2
36	2421351	Not assigned	Cocoa Hills SUBD Replat of lot 230

37 2426029 203 Orange St.

HARDEES PLAT OF
INDIAN RIVER CITY

Updated 7-2-25 CTN

Subdivision Name/Vacant or Improved	Parcel ID
MICHAEL C. BLAKE/ Vacant	24-36-32-07-* -1
MICHAEL C. BLAKE/ Vacant	24-36-32-07-* -2
MICHAEL C. BLAKE/ Vacant	24-36-32-07-* -3
MICHAEL C. BLAKE/ Vacant	24-36-32-07-* -4
MICHAEL C. BLAKE/ Vacant	24-36-32-07-* -5
MICHAEL C. BLAKE/ Vacant	24-36-32-07-* -6
MICHAEL C. BLAKE/ Vacant	24-36-32-07-* -9
MICHAEL C. BLAKE/ Vacant	24-36-32-07-* -10
MICHAEL C. BLAKE/ Vacant	24-36-32-07-* -11
MICHAEL C. BLAKE/ Vacant	24-36-32-07-* -12
MICHAEL C. BLAKE/ Vacant	24-36-32-07-* -13
MICHAEL C. BLAKE/ Vacant	24-36-32-07-* -14
MICHAEL C. BLAKE/ Vacant	24-36-32-07-* -15
MICHAEL C. BLAKE/ Vacant	24-36-32-07-* -16
MICHAEL C. BLAKE/ Vacant	24-36-32-07-* -17
College Park Amended Map/ Vacant	24-36-32-CC-13-7
College Park Amended Map/ Vacant	24-36-32-CC-13-14
College Park Amended Map/ Vacant	24-36-33-CC-11-3
College Park Amended Map/ Vacant	24-36-33-CC-12. A-9
College Park Re Amended Map Of/ Vacant	24-36-32-CB-3-1
VIRGINIA PARK/ Vacant	24-36-32-75-4-9
Cocoa Annex Replat No 2/ Vacant	24-36-32-02-1-20
College Manor No 1/ Vacant	24-36-19-BS-K-11

Broadmoor Acres Subd/ Vacant	24-36-29-78-* -140
Broadmoor Acres Subd/ Vacant	24-36-29-78-* -112
Cocoa Modern Manors/ Vacant	24-36-29-77-* -98
Royal Garden Homes/ Vacant	24-36-29-75-F-7
Davidsons Unrecorded Subd/ Vacant	24-36-33-53-E-3
Pineridge Unit No 3/ Vacant	24-36-20-BO-3-9
College Park Amended Map/ Vacant	24-36-33-CE-12,C-1
Cocoa Hills Subd/ Vacant	24-36-20-BV-* -2
/ Vacant	24-36-28-00-502.2
Barlows Subd/ Vacant	24-36-32-03-* -6
/ Vacant	24-36-33-00-267
Cocoa Annex Replat No 2/ Vacant	24-36-32-02-G-20
Cocoa Hills SUBD Replat of lot 230 Vacant	24-36-29-BW-* -230

HARDEES PLAT OF INDIAN RIVER CITY E 120
FT OF LOT 32 EX E 40 FT OF N 80 FT 24-36-33-35-* -32

Notes

Not for resale - RFP awarded to Lennar Homes for purchase of lot
Not for resale - RFP awarded to Lennar Homes for purchase of lot
Not for resale - RFP awarded to Lennar Homes for purchase of lot
Not for resale - RFP awarded to Lennar Homes for purchase of lot
Not for resale - RFP awarded to Lennar Homes for purchase of lot
Not for resale - RFP awarded to Lennar Homes for purchase of lot
Not for resale - RFP awarded to Lennar Homes for purchase of lot
Not for resale - RFP awarded to Lennar Homes for purchase of lot
Not for resale - RFP awarded to Lennar Homes for purchase of lot
Not for resale - RFP awarded to Lennar Homes for purchase of lot
Not for resale - RFP awarded to Lennar Homes for purchase of lot
Not for resale - RFP awarded to Lennar Homes for purchase of lot
Not for resale - RFP awarded to Lennar Homes for purchase of lot
Not for resale - RFP awarded to Lennar Homes for purchase of lot

Not for resale - RFP awarded to Lennar Homes for purchase of lot

Not for resale - RFP awarded to Lennar Homes for purchase of lot

Zoning RU-1-7 - DS

Zoning RU-1-7 - DS

Zoning RU-1-7 - DS

Zoning RU-1-7 - DS

Zoning RU-1-7

Zoning RU-1-7

Zoning RU-1-7

Zoning RU-1-7

Zoning RU-1-7

Zoning RU-1-7

Zoning RU-1-7 DS

Zoning RU-1-7

Zoning RU-1-7 - DS

Zoning RU-1-7

Parcel of land adjacent to RR tracks (East side of tracks) - not a buildable lot, recommend selling to adjacent property owner

Zoned C-W: needs to be sold as commercial

Not a buildable lot, recommend selling to adjacent property owner

Zoning C-N (commercial neighborhood)

Zoning RU-1-7

Not for resale - Preparing an RFP for project.

Diamond Square Properties			Legal Description
Line	Tax Parcel	Address	
1	2424165	Unknown - Rosa L Jones Dr	Part Of W 1/2 Of NE 1/4 Of SE 1/4 As Des In Db 251 Pg 45 Ex Db 382 Pg 120,w 365.6 Ft & Rd R/W Known As Par B
2	2424166	Unknown - Rosa L Jones Dr	Part Of W 1/2 Of NE 1/4 Of SE 1/4 As Des In Db 251 Pg 45 Ex Db 382 Pg 120 & W 365.6 Ft Known As Par A

Updated 7-2-25 CTN

Subdivision Name/Vacant or Improved	Parcel ID
/ Vacant	24-36-32-00-773
/ Vacant	24-36-32-00-773.1

Notes

between 826 & 918 Rosa L Jones Dr (Zoned RU-2-15)

between 826 & 918 Rosa L Jones Dr (Zoned RU-2-15)

PLANNING & ZONING AGENDA ITEM

Memo Date: 06/19/2025
Agenda Date: 7/8/2025
Prepared By: Jennifer Webster, Senior Planner
Through: Stockton Whitten, City Manager
Requested Action: Requesting the City Council **APPROVE** on first reading ordinance 04-2025, amending the Zoning Ordinance of the City of Cocoa, relating to the regulation of alcoholic beverages.

BACKGROUND:

This is a City-initiated amendment to the City of Cocoa Zoning Ordinance, Appendix A, Zoning, of Article V – Definitions; Article XI. – District Regulations, Sec. 12 - District and Intent C-G, General Commercial (C-G); and Article XIII. – Supplementary District Regulations, Sec. 20 Alcoholic Beverages. The revisions in this amendment relate primarily to alcoholic beverage establishments.

In December of 2024, the City of Cocoa City Council directed staff to do the following:

- Amend the Zoning Ordinance to include a reference to the distancing restrictions provided in Florida Statutes § 562.45(2)(a) which states that a location for on-premises consumption of alcoholic beverages may not be located within 500 feet of the real property that comprises a public or private elementary school, middle school, or secondary school unless the City approves the location as promoting the public health, safety, and general welfare of the community under proceedings as provided § 166.041(3)(c).

The City Council also directed staff to review the Zoning Ordinance regarding the sale of alcoholic beverages to establish additional location restrictions for liquor stores (package stores), and to further amend the Zoning Ordinance (Code) to define these and other related terms. Regarding location restrictions, Council directed staff to:

- Add a new minimum three hundred (300) foot distance requirement between locations for off-premises consumption of alcoholic beverages, specifically liquor stores and package stores selling beer and wine, and parks and playgrounds, schools, churches, or residential zones. Grocery stores and convenience stores shall not be subject to such separation requirements.
- Add parks and playgrounds to the existing list of uses with three hundred (300) foot distance requirements between locations for on-premises consumption of alcoholic beverages.
- Revise the method of measurement between properties for determining the distances between them with respect to the City's alcoholic beverage regulations. A proposed revision would include that the distance be measured by drawing a straight

line between the closest property lines of the respective properties used for the above purposes.

Council further directed staff not to issue Business Tax Receipts, building permits, development orders, or other land use approvals for uses that may conflict with the pending amendments.

Staff were tasked with determining the need and justification for the change, and the relationship of the proposed amendment to the purposes and objectives of the City of Cocoa Comprehensive Plan. Part of staff's analysis was also to determine if any of the Code revisions would create any over-restrictive or non-conforming conditions. This is further discussed in the Analysis section of the report.

SUMMARY OF CODE REVISIONS:

The changes directed by the City Council were the minimum requested changes. Staff engaged in a thorough review of the ordinance and has suggested additional changes as well. In summary, the proposed ordinance accomplishes the following: 1) imposing separation requirements for liquor stores and package stores from certain other uses; 2) imposing separation requirements between locations for on-premises consumption of alcohol and public parks and playgrounds; 3) updating the Zoning Ordinance to be consistent with state law regarding separation requirements between schools and locations for on-premises consumption of alcohol; 4) amending the method of measuring separation for purposes of alcoholic beverage regulations; 5) amending certain definitions to clarify the application of the alcoholic beverage regulations; 6) modifying the regulations pertaining to alcoholic beverage sales as an accessory use; and 7) amending the list of permitted and special exception uses in the General Commercial district (C-G) relating to alcoholic beverages.

In support of the separation distances for liquor stores, staff located a number of studies, which are referenced in the recitals of the proposed ordinance, which find that higher density or concentration of liquor stores leads to more frequent incidents of childhood accidents and abuse, violence, and crime.

Amending Appendix A, ART. V – Definitions, for Certain Definitions Relating to Alcoholic Beverage Regulations & Adding Definition for Alcoholic Beverages as an Accessory Use

This code amendment includes revising the following definitions with regard to the sale of alcoholic beverages: BAR; CONVENIENCE STORE, LOUNGE OR COCKTAIL LOUNGE; PACKAGE STORE; PACKAGE STORE, BEER AND WINE; and LIQUOR STORE. It also includes the addition of a definition for ESTABLISHMENT WITH ALCOHOL AS ACCESSORY USE.

- The definition of a BAR was amended adding language defining bottle clubs consistently with Section 561.01 of the Florida Statutes, as well as adding language

for types of establishments that include bars as a subordinate use.

- The definition of CONVENIENCE STORE was amended entirely as follows. This was primarily intended to differentiate liquor stores and convenience stores, which are not subject to separation requirements in the proposed ordinance.
- The definition of PACKAGE STORE was amended to be consistent with state law, specifically regarding sealed, original containers and that it must account for at least 51% of sales.
- The definition of PACKAGE STORE, BEER AND WINE was amended, similar to PACKAGE STORE, but limiting the sales to beer and wine.
- The definition of LIQUOR STORE was amended to say “see PACKAGE STORE”, as they are synonymous in the Zoning Code and are used interchangeably.
- The definition of LOUNGE OR COCKTAIL LOUNGE was amended to say “see BAR”, as they are synonymous in the Zoning Code and are used interchangeably.
- There has been an increase in popularity of establishments wishing to serve alcohol as a complement to another service, such as a beauty salon, and those that allow patrons to bring their own alcoholic beverages as a complement to the establishment’s primary activity, such as an arts and crafts workshop. Therefore, this code amendment includes the addition of a definition for ESTABLISHMENT WITH ALCOHOL AS ACCESSORY USE, distinguishing it from one that is a BAR which sells and serves alcohol on-premises as its primary use, or one that contains a BAR as a subordinate use. No special exception will be required for such uses:

“A retail or service establishment which offers alcoholic beverages to its customers for consumption upon the premises as an accessory service or that allows customers to bring alcoholic beverages onto the premises for consumption as an accessory service; for example, a beauty salon which offers wine to customers while providing beauty services or an art studio that allows customers to bring a bottle of wine to consume while creating artwork; but consumption of alcohol is not the primary business. The retail or service establishment may not derive revenue from alcoholic beverage sales directly. Establishments with alcohol as an accessory use satisfying the above criteria shall not be considered a bar or lounge under this Ordinance. This provision shall not apply to convenience stores nor special event venues for hire that operate as a bottle club as defined in this Ordinance.”

Additional requirements for an ESTABLISHMENT WITH ALCOHOL AS ACCESSORY USE have been added to Section 20. – Alcoholic Beverages, described below.

Amending Appendix A, ART XI. Sec. 12 – District and Intent - C-G, General Commercial, as to the List of Uses:

As clarified above, “liquor store” and “package store” are synonymous, as are “bar” and “lounge”, so this amendment eliminates an existing conflict in the C-G zoning district:

(A) *PRINCIPAL USES AND STRUCTURES.*

(8) *Liquor stores (retail) ~~and cocktail lounges.~~*

(C) *SPECIAL EXCEPTIONS.*

(13) *A bar or lounge, with or without a package store, ~~or a package store.~~*

Amending Appendix A, ART XIII. – Supplementary District Regulations, Sec. 20. - Alcoholic Beverages

A. Restaurants and Adding Definition of Commercial Kitchen

In Section 20 (C)(2) of the Code, the number of seats that define a restaurant has been reduced from 40 to 20 seats. Also, the requirement of a restaurant to contain a kitchen to prepare and serve meals has been expanded to require a commercial kitchen, including the definition of such a kitchen:

“A commercial kitchen for purposes of this Section shall mean a facility located on the premises of a restaurant that is used for the daily preparation of cooked, full-course meals. Such a facility must include full kitchen infrastructure, consisting of commercial-grade burners, ovens, range hoods, and refrigeration units. These components shall be of a size, type, and quantity sufficient to serve the restaurant’s total occupancy, in accordance with applicable local and state regulations.”

This revision was prompted by frequent inquiries from local business owners to the Planning and Zoning Division seeking clarification on what qualifies as a kitchen for the purpose of distinguishing a restaurant—permitted to sell alcoholic beverages as an accessory use—from a bar or lounge, which requires approval through a special exception. Additionally, the section has been revised to clarify that, per Florida Statutes chapter 509, a restaurant must derive at least 51% of its sales from food and non-alcoholic beverages. An establishment that meets the above requirements to be considered a restaurant shall not require a special exception.

B. Alcoholic Beverages Sales as Accessory Use

This amendment also creates a new sub-section requiring that ESTABLISHMENT(s) WITH ALCOHOL AS ACCESSORY USE (as described by its new definition in ART. V), affirm that no revenue is derived from the accessory provision of alcohol, nor is it their primary business. These establishments shall not be subject to separation requirements, and may not be converted into a bar without complying with the location

requirements and all other requirements of the Zoning Code.

C. Restrictions as to Location (Distancing Requirements) and Method of Measurement

The current language of the ordinance defines distancing requirements from alcoholic beverage establishments with on-premises consumption (bars) to community uses such as schools, churches, and residential zones, as summarized for simplicity in the following table:

	Bar	CBD Bar
Schools	300	0
Churches	300	0
Res Zone	300	0

(There are currently no distancing requirements for bars located in the Central Business District (CBD)).

This ordinance's amendments include:

- 1) the addition of **parks** and **playgrounds** as properties from which minimum distancing will be required;
- 2) the addition of "**liquor store**" or "**package store**" as a type of alcoholic beverage establishment requiring minimum distancing from parks, schools, playgrounds, churches, and residential zones;
- 3) in compliance with Florida Statutes § 562.45(2)(a), "[...] a location for on-premises consumption of alcoholic beverages may not be located within 500 feet of the real property that comprises a public or private elementary school, middle school, or secondary school", the distancing for this type of establishment is increased from 300' to 500'. The separation distance from bars to the other community categories will remain 300'.

For clarity, an "Alcoholic Beverages Separation Measurement" table has been added to the Ordinance as follows:

Established Premises	Proposed Premises	
	On-Premises Consumption	Off-Premises Consumption (Liquor/Package Store)
Church	300 feet, measured from the nearest point of the building or portion of a building which is the church to the nearest point of the building or portion of a building which is the proposed premises	300 feet, measured from the nearest point of the building or portion of a building which is the church to the nearest point of the building or portion of a building which is the proposed premises
Public Park or Public Playground	300 feet, measured from park/playground property line to nearest point of the building or portion of a building which is the proposed premises	300 feet, measured from park/playground property line to nearest point of the building or portion of a building which is the proposed premises
Residential Zone	300 feet, measured from residential zone boundary to nearest point of the building or portion of a building which is the proposed premises	300 feet, measured from residential zone boundary to nearest point of the building or portion of a building which is the proposed premises
School	500 feet, measured from the school property line to the nearest point of the building or portion of a building which <u>is</u> the proposed premises	300 feet, measured from the nearest point of the building or portion of a building which is the school to the nearest point of the building or portion of a building which is the proposed premises

Conversely, however, if the established premises is a liquor store, or bar, and the proposed premises is a church, the distance shall be measured from the nearest point of the building of the established premises to the nearest point of the building of the proposed church premises.

There are no distancing requirements for a proposed public community use from an established alcoholic beverage use, as these are considered part of public infrastructure which is dictated by the Comprehensive Plan. Furthermore, the text amendment does not create new distancing requirements for bars or package stores located in the CBD. However, they both are uses only allowed in the CBD by special exception. Therefore Board of Adjustment approval is still required for both a bar and a liquor store in the Central Business District.

An analysis was performed to determine if these changes would create any new non-conforming properties. This is further discussed in the Analysis section of the report.

ANALYSIS

I. Zoning Code

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.*

Staff Finding: The proposed amendment is necessary to address public health and safety concerns associated with the potential over-concentration of liquor stores and other alcoholic beverage establishments within the City of Cocoa. Studies referenced in the ordinance indicate that neighborhoods with a higher density of liquor stores experience increased rates of childhood accidents, assaults, and child abuse injuries. These areas are also more likely to experience weakened social controls, contributing to elevated levels of crime and nuisance activity. Research further supports that a high density of alcohol outlets is directly associated with increased instances of violence and alcohol abuse.

The Center for Disease Control and Prevention has identified the relation of alcohol outlet density as an effective strategy to prevent excessive alcohol consumption and its related harms. The CDC recommends the use of zoning and licensing tools to control the number and proximity of alcohol-selling establishments. In response to these findings, the City of Cocoa has determined that regulating the location of liquor and package stores is in the best interest of the community and necessary to protect vulnerable populations, particularly youth and families. The proposed amendment also updates key definitions and establishes a more precise methodology for measuring separation distances, thereby improving clarity enforcement and consistency within the City's land use regulations.

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.

Staff Finding: The proposed amendment is consistent with the City of Cocoa's Comprehensive Plan and supports several policies intended to promote public health, safety, and welfare. It also promotes land use compatibility by introducing separation standards between liquor stores and sensitive uses such as schools, churches and parks.

▪ **Alignment with Future Land Use Goals**

GOAL 1.1: Create and maintain a broad range of land use activities that maximize the City's potential as a growth center while protecting the public health, safety, welfare, and appearance through the thoughtful planned use and development of the land and public facilities.

Goal 1.1 calls for the "thoughtful planned use and development of land... to protect public health, safety, welfare, and appearance." The proposed amendment is directly in line with this goal by implementing regulations that minimize the potential for adverse social and environmental impacts associated with alcohol outlet clustering.

▪ **Neighborhood Protection**

Objective 1.1.5: Neighborhood Protection. The City shall ensure that additional growth and development will be respectful of established neighborhoods that define much of the City's character.

Policy 1.1.5.3: The City's land development regulations shall maintain appropriate standards and nuisance regulations to limit the impact of more intense development on established residential zones.

▪ **Redevelopment Goals**

Objective 1.1.4: Redevelopment. The City shall encourage redevelopment of areas that are exhibiting evidence of decline (i.e., disproportionate number of vacant, dilapidated and/or substandard structures) through redevelopment programs and through maintaining land development regulations that contain standards and procedures to encourage redevelopment where desirable.

Objective 3.2.4: Neighborhood Preservation. The City of Cocoa shall promote neighborhood preservation through the continued application and enforcement of zoning district regulations, land development regulations, and nuisance abatement regulations.

Policy 3.2.4.1: The City shall provide for the protection of residential neighborhoods from secondary effects of nearby commercial development.

Objective 3.7.5: Community Revitalization. The City shall continue to support the revitalization of its Florida Enterprise Zone, its designated Florida Brownfield Area, the Diamond Square Redevelopment Area and the Heart of Cocoa Area concentrating on issues such as crime, economic development, and affordable housing.

These objectives and policies support redevelopment in ways that revitalize areas without contributing to decline. As excessive alcohol availability is linked to community deterioration, the proposed restrictions help sustain efforts to improve overall neighborhood conditions, particularly in the City's Community Redevelopment Areas (CRAs).

▪ **Promotes public safety and welfare through planning and regulation**

Policy 1.1.10.2: Future development and redevelopment activities shall be directed toward appropriate areas considering the topography, soil conditions and availability of facilities and services, and consistent with sound planning principles, minimal natural constraints, and the goals, objectives, and policies provided in the Comprehensive Plan.

This policy directs that redevelopment and new development should occur in areas consistent with sound planning principles and with minimal natural or social constraints. Regulating alcohol outlet locations in relation to schools, parks, and other sensitive uses supports this principle by promoting safe environments for children and families.

This policy direction is not only a response to empirical public health concerns but also a proactive step in furthering the Comprehensive Plan's long-term vision for safe, vibrant, and well-regulated neighborhoods. By ensuring consistency between alcohol outlet locations and land use goals, this amendment represents a justified and strategic planning initiative.

II. Creation of Non-Conforming Uses

Staff performed an analysis of the revisions in this amendment with regard to the impact on existing businesses to determine if any new non-conforming uses would be created. A Non-conformity is defined in Appendix A, Article V of the Code as “any lot, use of land, use of structure, use of structure and premises or characteristics of any use which was lawful at the time of enactment of this ordinance but which does not conform with the provisions of the district in which it is located”, and is regulated by Article X. – Nonconformities.

An analysis of the impact of the amendment, including the method of measurement from property line to property line, as City Council requested, regarding the creation of non-conforming uses provided the following results:

1. The addition of **parks** and **playgrounds** as properties from which a minimum distance of 300' will be required from alcoholic beverage establishments for on- and off-premises consumption using the method of measurement from property line to property line, does not create any new non-conforming uses. (See Exhibit A: City Wide Parks and Playgrounds / On- and Off-site Consumption).
2. The buffer distance between alcoholic beverage establishments with on-premises consumption and schools, increasing from 300' to 500', in compliance with the Florida Statute, using the method of measurement from property line to property line, creates one non-conforming use, a bar located at 238 Peachtree St, due to being less than 500' from a school. (See Exhibit B: City Schools / On-site Consumption).
3. The addition of “**liquor store**” or “**package store**” as a type of alcoholic beverage establishment requiring a minimum separation of 300' from parks, schools, playgrounds, churches, and residential zones, using the method of measurement from property line to property line, creates one new non-conforming use, a liquor store located at 1105 Clearlake Road, due to its less than 300-foot proximity to a residential zone. (See Exhibit C: Citywide Buffer Analysis with Residential Buffer Off-Premises Consumption Liquor & Package Stores).

Generally, most of the bars and only one package store are in the Central Business District, where there are no distancing requirements.

Regarding the two non-conforming uses that were created by this amendment, as stated above, a non-conforming use may continue, as long as it complies with the regulations set forth in Appendix A, Article X. of the City of Cocoa Zoning Code regarding Nonconformities.

Staff has determined that with the addition of **parks** and **playgrounds** to the list of community uses from which bars and package stores have location distancing requirements, and with the increased separation distance of 500' between bars and schools, and the addition of **package stores** as a type of alcoholic beverage establishment that has location distancing requirements, the City is taking steps necessary to address public health and safety concerns associated with the potential over-concentration of liquor stores and other alcoholic beverage establishments within the City.

However, in concern of being overly restrictive for future businesses, staff is recommending that the method of measurement described in the new table "Alcoholic Beverages Separation Measurement" be used, which in some cases, will still be measured from/to the building line. Regardless, residential zones, playgrounds, parks, and schools will be measured from their respective property lines, which results in an overall increase in separation from alcoholic beverage establishments.

PRIORITY AREA CONNECTION:

Economic and Community Development

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

June 4, 2025 Planning and Zoning Board recommended City Council Approve Ord. 04-2025 relating to the regulation of alcoholic beverages.

December 23, 2024, City Council Notice to Proceed, Legislation in Progress

May 10, 2005, Ord. No. 13-05, Revising Sec. 20, the Alcoholic Beverage Ordinance

March 6, 1979, Ord. No. 2-79, Establishing Sec. 20, the Alcoholic Beverage Ordinance

RECOMMENDED MOTION:

Requesting the City Council **APPROVE** on first reading ordinance 04-2025, amending the Zoning Ordinance of the City of Cocoa, relating to the regulation of alcoholic beverages.

ORDINANCE NO. 04-2025

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING THE ZONING ORDINANCE OF THE CITY OF COCOA, RELATING TO REGULATION OF ALCOHOLIC BEVERAGES; IMPOSING SEPARATION REQUIREMENTS FOR LIQUOR STORES AND PACKAGE STORES FROM CERTAIN OTHER USES; IMPOSING SEPARATION REQUIREMENTS BETWEEN LOCATIONS FOR ON-PREMISES CONSUMPTION OF ALCOHOL AND PUBLIC PARKS AND PLAYGROUNDS; UPDATING THE ZONING ORDINANCE TO BE CONSISTENT WITH STATE LAW REGARDING SEPARATION REQUIREMENTS BETWEEN SCHOOLS AND LOCATIONS FOR ON-PREMISES CONSUMPTION OF ALCOHOL; AMENDING THE METHOD OF MEASURING SEPARATION FOR PURPOSES OF ALCOHOLIC BEVERAGE REGULATIONS; AMENDING CERTAIN DEFINITIONS TO CLARIFY THE APPLICATION OF THE ALCOHOLIC BEVERAGE REGULATIONS; MODIFYING THE REGULATIONS PERTAINING TO ALCOHOLIC BEVERAGE SALES AS AN ACCESSORY USE; AMENDING THE LIST OF PERMITTED AND SPECIAL EXCEPTION USES IN THE GENERAL COMMERCIAL DISTRICT (C-G) RELATING TO ALCOHOLIC BEVERAGES; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City is granted the authority, under Section 2(b), Article VIII, of the Constitution of the State of Florida to exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, the Beverage Law of the state of Florida, specifically Section 562.45(2)(a), Florida Statutes, expressly provides that nothing in such Beverage Law may be construed to affect or impair the power or right of any incorporated municipality of the state to enact ordinances regulating the hours of business and location of place of business, and prescribing sanitary regulations therefor, of any licensee under the Beverage Law within the corporate limits of such municipality; and

WHEREAS, the City of Cocoa Zoning Ordinance, Appendix A, *Zoning*, Article XIII, *Supplementary District Regulations*, Section 20, *Alcoholic Beverages*, currently restricts the location of establishments permitting the on-premises sale and consumption of alcoholic beverages; and

WHEREAS, the City Council desires to amend the City of Cocoa Zoning Ordinance to establish additional location restrictions for liquor stores and package stores, and to further amend the Zoning Ordinance to define such terms; and

WHEREAS, the City Council of the City of Cocoa makes the following findings of fact:

- Neighborhoods with a higher density of liquor stores have higher numbers of childhood accidents, assaults, and child abuse injuries.¹
- Liquor stores become places where social controls are weaker, increasing the likelihood of criminal and nuisance activities in the surrounding areas.²
- A high density of liquor stores is linked to higher levels of crime and violence.^{3,4}
- According to the Centers for Disease Control and Prevention, regulating the number of places in a given area where alcohol may be legally sold is an effective way to prevent excessive alcohol use.⁵
- The Centers for Disease Control and Prevention recommend the use of regulatory authority, such as licensing and zoning restrictions, to limit alcohol outlet density due to the positive association between outlet density and excessive alcohol consumption and related harms.

WHEREAS, the City Council finds that, due to the association between an increased density of liquor stores in a neighborhood and an increase in alcohol abuse and related harms in that neighborhood, and due to the correlation between the density of liquor stores in a neighborhood and increased rates of crime in that neighborhood, it is in the best interest of the citizens of the City of Cocoa, in particular the youth of the City of Cocoa, to limit the density of liquor stores in the City by regulating where liquor stores can be located within City limits; and

WHEREAS, the Council desires to ensure that the youth and families of the City of Cocoa are limited in their exposure to liquor stores and the negative associations therewith and, therefore, the Council desires to amend the City of Cocoa Zoning Code to provide that liquor stores must be located at least 300 feet away from areas that children and families may frequent, such as schools, churches, and parks; and

WHEREAS, Florida Statutes § 562.45 provides that a location for on-premises consumption of alcoholic beverages may not be located within 500 feet of the real property that comprises a public or private elementary school, middle school, or secondary school unless the

¹ Freisthler, B., P. Gruenewald, L. Ring, and E. LaScala. (2008). An Ecological Assessment of the Population and Environmental Correlates of Childhood Accident, Assault, and Child Abuse Injuries. *Alcoholism: Clinical and experimental research*. 32(11): 1969-1975.

² Graham K. (2006). Isn't it time we found out more about what the heck happens around American liquor stores? *Addiction*. 101(5): 619-620.

³ Lipton, R., and P. Gruenewald. (2002). The spatial dynamics of violence and alcohol outlets. *Journal of Studies on Alcohol*, 63: 187-195.

⁴ Gruenewald, P, and L. Remer. (2006). Changes in Outlet Densities Affect Violence Rates. *Alcoholism: Clinical and Experimental Research*, 30(7): 1184-1193.

⁵ Community Prevention Services Task Force, *Evidence-Based Strategies to Prevent Excessive Alcohol Consumption and Related Harms*, August 23, 2013, [chrome-extension://efaidnbmnnnibpcajpcglclefindmkaj/https://www.thecommunityguide.org/media/pdf/Summary_Alcohol_Interventions082413.pdf](https://www.thecommunityguide.org/media/pdf/Summary_Alcohol_Interventions082413.pdf) (accessed January 16, 2025).

City approves the location as promoting the public health, safety, and general welfare of the community under proceedings as provided § 166.041(3)(c); and

WHEREAS, the City Council desires to amend the Code to include a reference to the distancing restrictions provided in Florida Statutes § 562.45, as may be amended; and

WHEREAS, the City Council desires to make further updates to the alcoholic beverage regulations of the City of Cocoa; and

WHEREAS, on the _____ day of _____, 2025, the City's Planning and Zoning Board/Local Planning Agency reviewed this Ordinance, held a public hearing, and recommended approval of this Ordinance; 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 the City 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 this reference as legislative findings and reflect the intent and purpose of the City Council of the City of Cocoa.

Section 2. Code Amendment. Appendix A, *Zoning*, Articles V and XIII, of the Code of Ordinances of the City of Cocoa, Florida, is hereby amended as follows: (underlined type indicates additions and ~~strikeout~~ type indicates deletions, while asterisks (* * *) indicate a deletion from this Ordinance of text appearing in Appendix A, Articles V and XIII. It is intended that the text in Appendix A, Articles V and XIII, shall remain unchanged from the language existing prior to the adoption of this Ordinance.

APPENDIX A – ZONING

* * *

ARTICLE V. – DEFINITIONS

* * *

BAR. A retail establishment selling alcoholic beverages for consumption on the premises or an establishment, commonly known as a "bottle club," in the business of furnishing premises where alcoholic beverages may be consumed as defined in Section 561.01, Florida Statutes, as may be amended from time to time. A bar may include a retail establishment selling alcoholic beverages for consumption on the premises that is in conjunction with and subordinate to a permitted principal use such as a club, lodge, marina, golf course, stadium or other similar recreational use.

Bars shall not include restaurants or hotels serving alcoholic beverages as an accessory use as provided in Appendix A, Zoning, Article XIII, Section 20 of this Zoning Ordinance.

* * *

CONVENIENCE STORE. A retail store or shop which primarily sells items such as candy, ice cream, soft drinks, lottery tickets, newspapers, and magazines, along with a selection of processed food, various grocery and healthcare products, and miscellaneous items. Convenience stores may also sell at retail gasoline or other volatile fuel provided that the sale of fuel is incidental to the sale of other items and does not constitute the primary business of the store. Convenience stores may sell at retail alcoholic beverages provided that the sale of alcoholic beverages is incidental to the sale of other items and does not constitute the primary business of the store. A convenience store shall be a freestanding, single-occupancy structure. The store size shall be approximately 5,000 square feet in area or less.

~~A store selling at retail items such as food and drinks, books, magazines, newspapers, notions and sundries; which store is open to the public for extended periods of time for the customer's convenience before or after normal shopping hours. Convenience stores may also sell at retail gasoline or other volatile fuel provided that the sale of fuel is incidental to the sale of other items and does not constitute the primary business of the store and provided that all other specific district regulations of the zoning ordinance are met. Convenience stores are sometimes referred to as "7-11," "Step Savers," "Jiffy Stores," or "Zippy Marts." A convenience store shall be in a freestanding, single-occupancy structure.~~

* * *

ESTABLISHMENT WITH ALCOHOL AS ACCESSORY USE. A retail or service establishment which offers alcoholic beverages to its customers for consumption upon the premises as an accessory service or that allows customers to bring alcoholic beverages onto the premises for consumption as an accessory service; for example, a beauty salon which offers wine to customers while providing beauty services or an art studio that allows customers to bring a bottle of wine to consume while creating artwork; but consumption of alcohol is not the primary business. The retail or service establishment may not derive revenue from alcoholic beverage sales directly. Establishments with alcohol as an accessory use satisfying the above criteria shall not be considered a bar or lounge under this Ordinance. This provision shall not apply to convenience stores nor special event venues for hire that operate as a bottle club as defined in this Ordinance.

* * *

~~LOUNGE OR COCKTAIL LOUNGE. A retail establishment selling alcoholic beverages for consumption on the premises or an establishment, commonly known as a "bottle club," in the business of furnishing premises where alcoholic beverages may be consumed. See bar.~~

* * *

PACKAGE STORE. A retail establishment selling which primarily sells alcoholic beverages containing more than one percent (1%) of alcohol by weight only in sealed, original containers for consumption off premises, not limiting such beverage sales to beer and wine except where specifically stated in the Zoning Ordinance. A retail establishment where fifty-one percent (51%)

or greater of the business' gross revenue derives from the sale of such alcoholic beverages shall be considered a package store. Package stores shall not include convenience stores or grocery stores. for consumption off the premises and not limiting such beverage sales to beer and wine.

PACKAGE STORE, BEER AND WINE. A retail establishment ~~selling~~ which primarily sells alcoholic beverages containing more than one percent (1%) of alcohol by weight only in sealed, original containers for consumption off premises and such alcoholic beverages being limited to beer and wine only. for consumption off the premises but limiting such beverages to beer and wine. A retail establishment where fifty-one percent (51%) or greater of the business' gross revenue derives from the sale of such beer and wine shall be considered a package store, beer and wine. Package stores, beer and wine shall not include convenience stores or grocery stores.

* * *

LIQUOR STORE. See Package Store.

* * *

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:

* * *

- (8) Liquor stores (retail) ~~and cocktail lounges.~~

* * *

- (C) SPECIAL EXCEPTIONS.

* * *

- (13) A bar or lounge, with or without a package store, ~~or a package store.~~

* * *

ARTICLE XIII. – SUPPLEMENTARY DISTRICT REGULATIONS

* * *

Sec. 20. – Alcoholic Beverages.

- (A) BARS AND LOUNGES AS SPECIAL EXCEPTION. The sale of alcoholic beverages in a bar or cocktail lounge may be allowed as a special exception by the board of adjustment where required by this Zoning Ordinance and provided all other requirements for a special exception are met, and this use is in conjunction with and subordinate to a permitted principal use as a club, lodge, marina, golf course, stadium or other similar recreational use.
- (B) HOTELS AND MOTELS; ALCOHOLIC BEVERAGE SALES AS ACCESSORY USE. Providing a hotel or motel has at least sixty (60) rooms, the sale of alcoholic beverages for on-premises consumption shall be allowed as an accessory use and, in such cases, the provisions of paragraph ~~(D)~~ (F) of this section shall not apply and shall not require special exception approval.
- (C) RESTAURANTS; ALCOHOLIC BEVERAGE SALES AS ACCESSORY USE. Providing a restaurant meets the following requirements, the sale of alcoholic beverages for on-premises consumption shall be allowed as an accessory use and in such cases, the provisions of paragraph ~~(E)~~ (F) of this section shall not apply and shall not require special exception approval:
- (1) The restaurant must have seating accommodations at tables for at least ~~forty (40)~~ twenty (20) persons, excluding seats or stools in a bar or lounge area. For purposes of satisfying this requirement, any restaurant seeking an exemption under subsection (C) shall obtain written confirmation and approval from the fire inspector that such restaurant is lawfully providing seating at tables for at least ~~forty (40)~~ twenty (20) people.
 - (2) The facility must contain a commercial kitchen to prepare and serve meals when open for business. A commercial kitchen for purposes of this Section shall mean a facility located on the premises of a restaurant that is used for the daily preparation of cooked, full-course meals. Such a facility must include full kitchen infrastructure, consisting of commercial-grade burners, ovens, range hoods, and refrigeration units. These components shall be of a size, type, and quantity sufficient to serve the restaurant's total occupancy, in accordance with applicable local and state regulations.
 - (3) The restaurant must derive at least 51 percent of their gross revenues from the sale of food and nonalcoholic beverages, pursuant to chapter 509, Florida Statutes.
- (D) ALCOHOLIC BEVERAGE SALES AS ACCESSORY USE GENERALLY. Except for hotels and motels and restaurants as provided herein, establishments with alcohol as an accessory use shall provide the city with an affidavit affirming that the service of alcohol to patrons on the premises or allowing customers to bring alcohol onto the premises for consumption shall not be the primary business of the establishment and no revenue is derived from the sale of alcoholic beverages directly. Establishments with alcohol as an

accessory use shall not be subject to the location requirements of paragraph (F) of this section; however, an establishment with alcohol as an accessory use shall not convert to a location for the on-premises sale and consumption of alcoholic beverages as a principal use without first complying with the location requirements of paragraph (F) of this section and all other requirements of this Ordinance.

(E) CITY OWNED FACILITIES. With the approval of the City Manager, the sale and on-premises consumption of alcoholic beverages at City owned facilities used for public purposes shall be permitted without regard to the minimum distance required of this section.

~~(E)~~(F) RESTRICTIONS AS TO LOCATION.

(1) No license for the on-premises sale and consumption of alcoholic beverages containing more than one percent (1%) alcohol by weight shall be granted or permission given where the proposed premises is within three hundred (300) feet of an established ~~school, church, public park or playground,~~ or residential zone; nor shall a church ~~or school~~ be granted a license or permitted to begin operations where the proposed church ~~or school~~ is within three hundred (300) feet of an established premises which is licensed for the sale and on-premises consumption of alcoholic beverages containing more than one percent (1%) alcohol by weight.

(2) Pursuant to Florida Statutes § 562.45, as may be amended from time to time, except for locations licensed as restaurants, which derive at least 51 percent of their gross revenues from the sale of food and nonalcoholic beverages, pursuant to chapter 509, Florida Statutes, a location for on-premises consumption of alcoholic beverages may not be located within 500 feet of the real property that comprises a public or private elementary school, middle school, or secondary school, unless the City approves of the location as promoting the public health, safety, and general welfare of the community under proceedings as provided in Florida Statutes § 166.041(3)(c), as may be amended.

(3) No license for a liquor store or package store shall be granted or permission given where the proposed liquor store or package store is located within three hundred (300) feet of an established school, church, public park or playground, or residential zone; nor shall a church be granted a license or permitted to begin operations where the proposed church is within three hundred (300) feet of the established premises of a liquor store or package store.

~~(2)~~ (4) Such distances shall be measured ~~by a straight line from the nearest point of the building or portion of a building which is the proposed premises, to the nearest point of the building or portion of a building which is the established premises,~~ as provided in Table 1 – Alcoholic Beverages Separation Measurement, below. Said distances shall be verified by a survey prepared by a Florida registered land surveyor, paid for by the property owner or applicant of the proposed premises, and provided to the Community Development Department for review. Separation distances shall not apply in certain circumstances as provided in subsection (F)(6).

TABLE 1 – Alcoholic Beverages Separation Measurement

<u>Established Premises</u>	<u>Proposed Premises</u>	
	<u>On-Premises Consumption</u>	<u>Off-Premises Consumption (Liquor/Package Store)</u>
<u>Church</u>	<u>300 feet, measured from the nearest point of the building or portion of a building which is the church to the nearest point of the building or portion of a building which is the proposed premises</u>	<u>300 feet, measured from the nearest point of the building or portion of a building which is the church to the nearest point of the building or portion of a building which is the proposed premises</u>
<u>Public Park or Public Playground</u>	<u>300 feet, measured from park/playground property line to nearest point of the building or portion of a building which is the proposed premises</u>	<u>300 feet, measured from park/playground property line to nearest point of the building or portion of a building which is the proposed premises</u>
<u>Residential Zone</u>	<u>300 feet, measured from residential zone boundary to nearest point of the building or portion of a building which is the proposed premises</u>	<u>300 feet, measured from residential zone boundary to nearest point of the building or portion of a building which is the proposed premises</u>
<u>School</u>	<u>500 feet, measured from the school property line to the nearest point of the building or portion of a building which is the proposed premises</u>	<u>300 feet, measured from the nearest point of the building or portion of a building which is the school to the nearest point of the building or portion of a building which is the proposed premises</u>

If the established premises is a liquor store, package store, or a location for the on-premises sale and consumption of alcoholic beverages containing more than one percent (1%) alcohol by weight and the proposed premises is a church, the distance

shall be measured from the nearest point of the building or portion of a building which is the established premises to the nearest point of the building or portion of a building which is the proposed church premises.

~~(3)~~ (5) An "established premises" will be recognized only if the business, church or school to be operated has obtained and passed all certificate of occupancy inspection for its premises and use.

~~(4)~~ (6) There shall be no required minimum distance between premises selling alcoholic beverages, whether for on-premises or off-premises consumption, and the ~~building property~~ line of a school, public park or playground, church, or residential zone when the premises is located in the CBD [district]; or is located within a shopping center building of twenty thousand (20,000) square feet or more, ~~or is licensed strictly for off-premise consumption, such as grocery stores, convenience stores, liquor stores, etc.~~

~~(5)~~ (7) A variance may be granted from the three hundred (300) foot rule if the applicant shows the premises (1) was historically used as an establishment licensed for the on-premises consumption of alcoholic beverages, or a church, ~~or a school~~, and (2) meets the criteria provided in Appendix A, Article XVII, Section 3 of this Code.

* * *

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. 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 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.

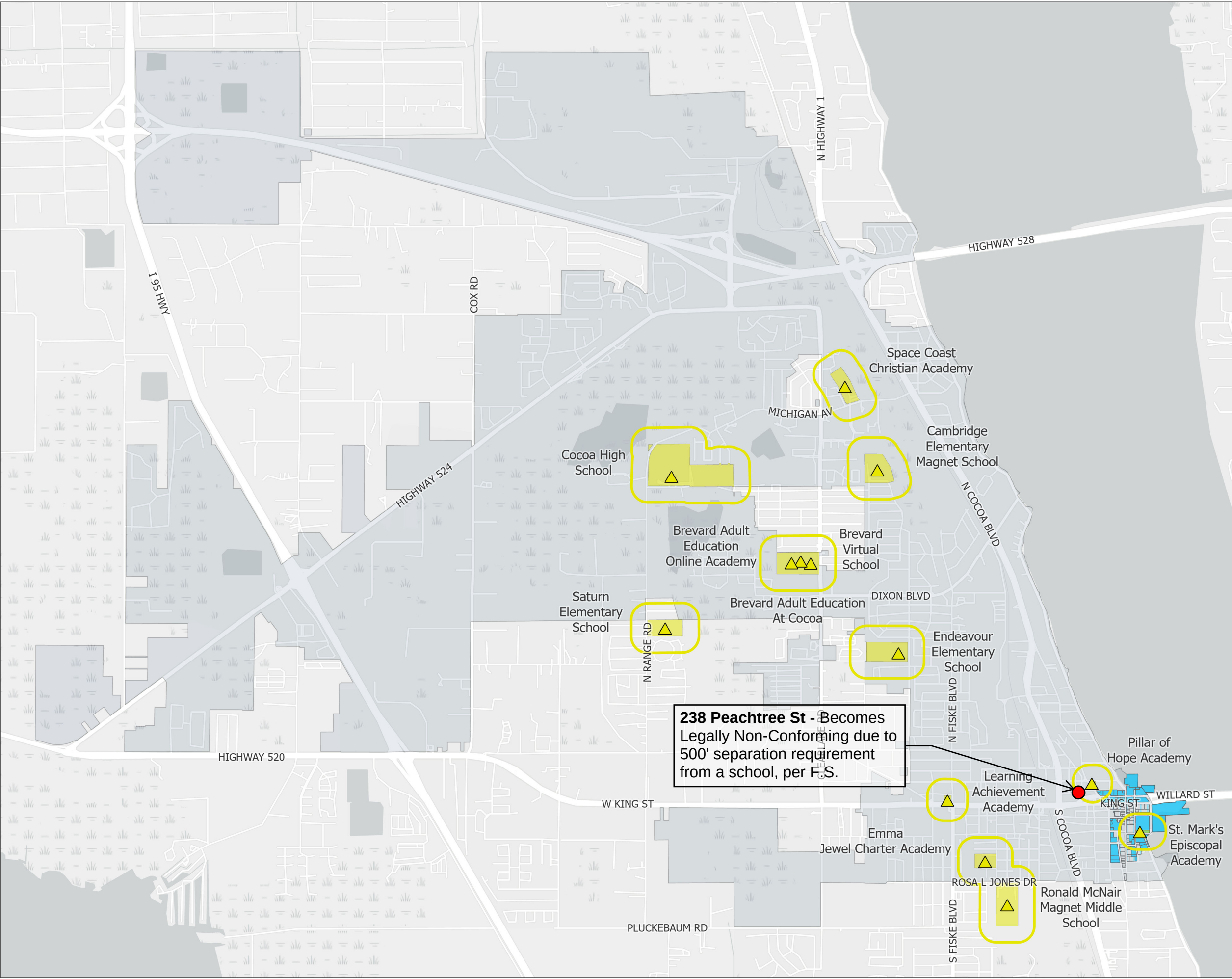
ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the _____ day of _____, 2025.

MICHAEL C. BLAKE
Mayor

ATTEST:

MONICA ARSENAULT
City Clerk

Legal Ad Published: _____
First Reading: _____
Legal Ad Published: _____
Effective Date: _____



CITYWIDE SCHOOLS ON- PREMISES CONSUMPTION

May 29, 2025

Establishment

- Bar (1)
- ▲ School (13)

Property Boundaries

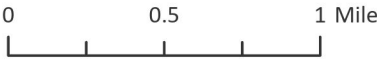
- School

Buffer

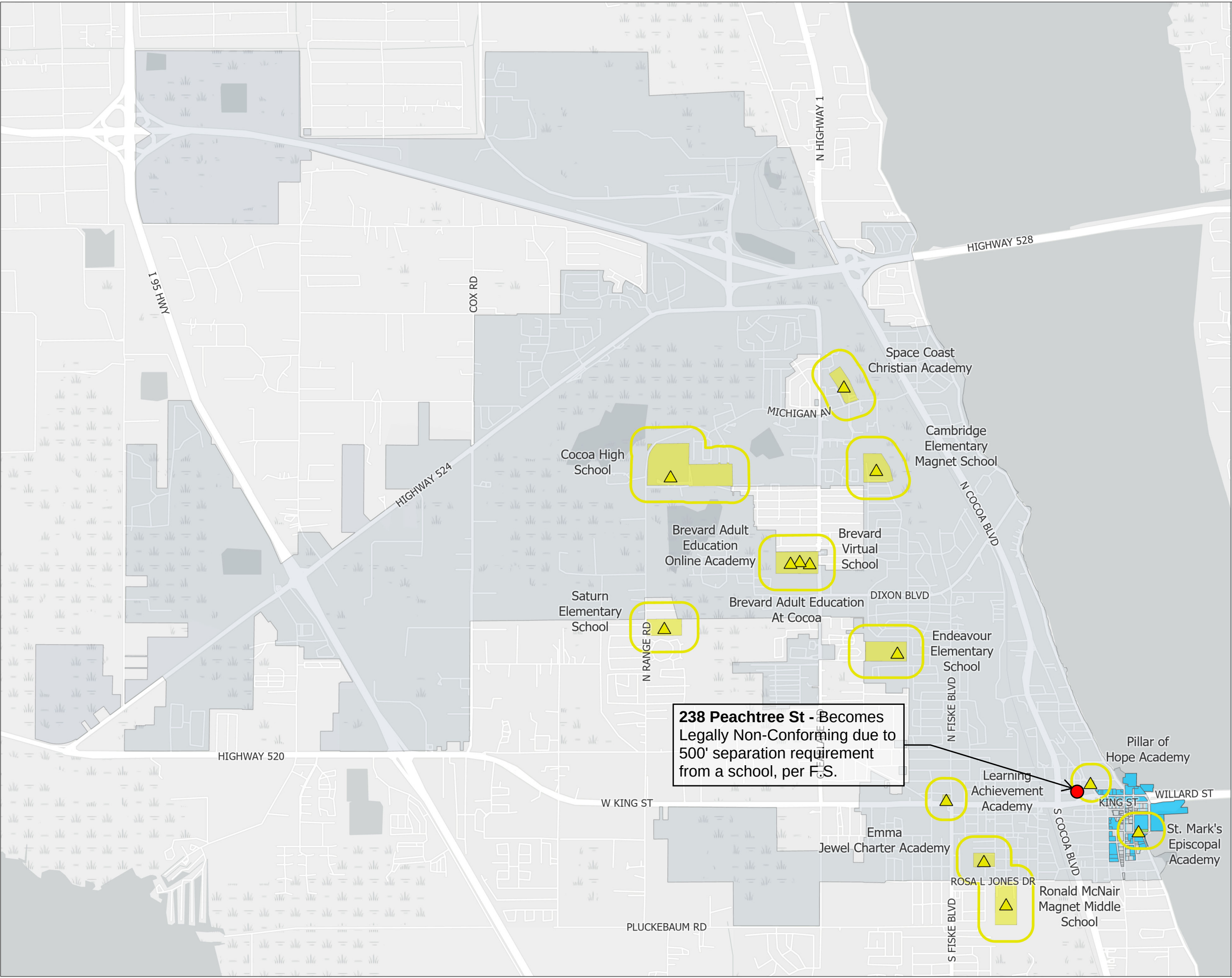
- School 500ft

Cocoa Zoning

- CBD - Central Business
- ▨ CBD-CVO - Central Business Cocoa Village Overlay
- Cocoa City Boundary



P20250505-177001.0.4



CITYWIDE SCHOOLS ON- PREMISES CONSUMPTION

May 29, 2025

Establishment

- Bar (1)
- School (13)

Property Boundaries

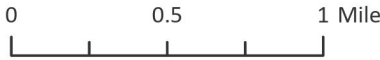
School

Buffer

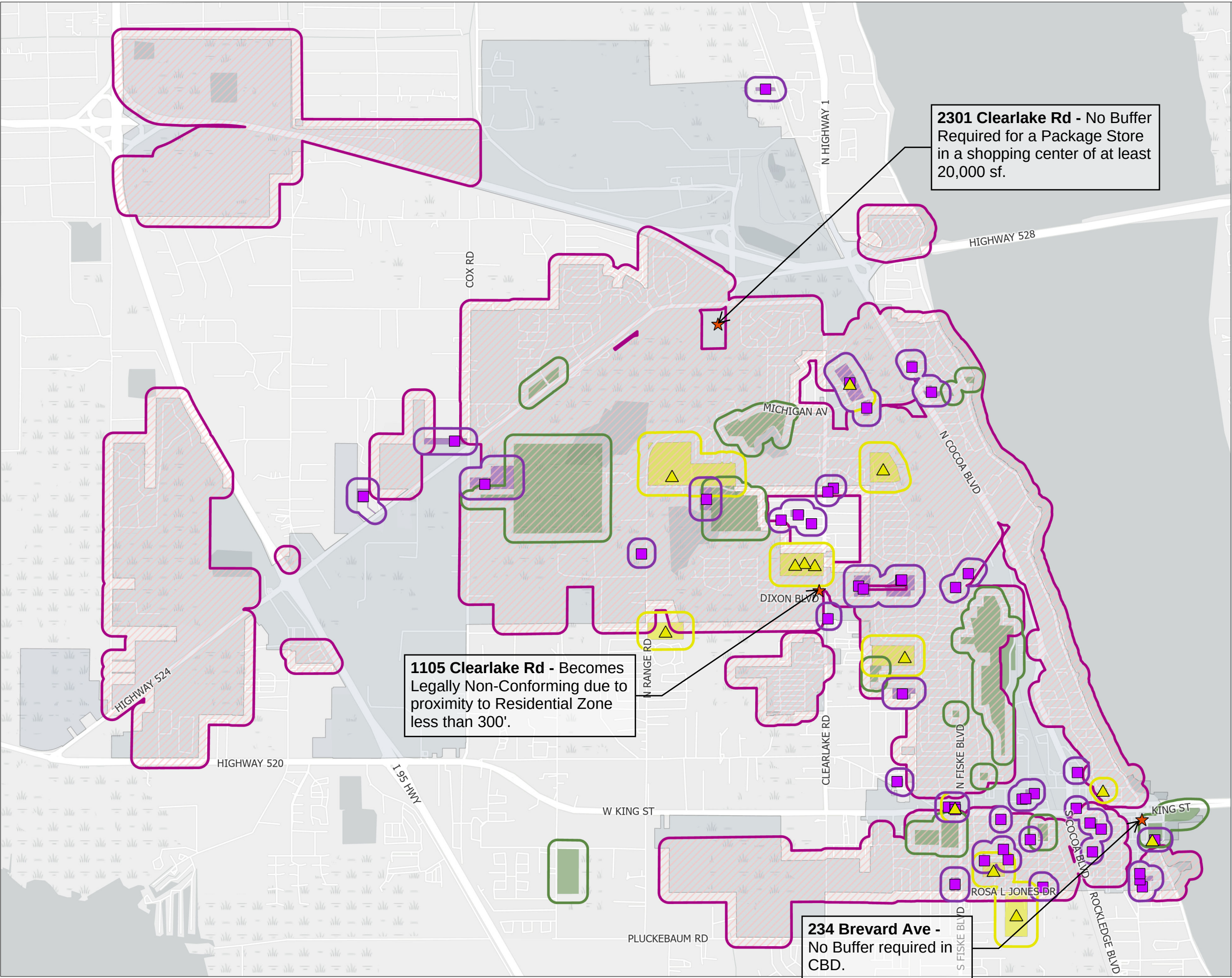
School 500ft

Cocoa Zoning

- CBD - Central Business
- CBD-CVO - Central Business
Cocoa Village Overlay
- Cocoa City Boundary



P20250505-177001.0.4



CITYWIDE BUFFER ANALYSIS WITH RESIDENTIAL BUFFER OFF-PREMISES CONSUMPTION LIQUOR & PACKAGE STORES

May 29, 2025

Establishment

- ★ Liquor Store (3)
- Church (49)
- ▲ School (13)

Property Boundaries

- Church
- School
- Park

Buffer

- Church 300ft
- School 300ft
- Park 300ft
- Residential Zoning 300ft
- Cocoa City Boundary



P20250505-177001.2.1

AFFIDAVIT OF PUBLICATION

Jennifer Webster, Planning & Zoning Dept.
Attn: Accounting Division
City Of Cocoa (Te)
65 Stone St
Cocoa FL 32922-7982

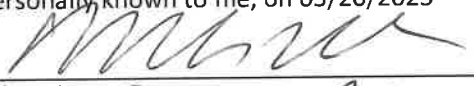
STATE OF WISCONSIN, COUNTY OF BROWN

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 Main Legal CLEGL, was published on the publicly accessible website of Brevard County, Florida, or in a newspaper by print in the issues of, on:

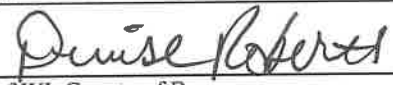
05/20/2025

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 05/20/2025



Legal Clerk



Notary, State of WI, County of Brown

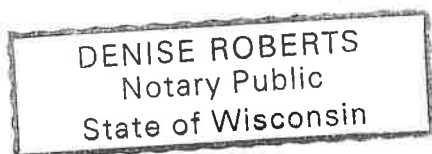
4-6-27

My commission expires

Publication Cost:	\$896.24	
Tax Amount:	\$0.00	
Payment Cost:	\$896.24	
Order No:	11326776	# of Copies:
Customer No:	1127247	1
PO #:		

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.



CITY OF COCOA NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT
THE PLANNING & ZONING BOARD/LOCAL PLANNING AGENCY
AND THE COCOA CITY COUNCIL

PROPOSE TO CONSIDER THE FOLLOWING:

LARGE SCALE COMPREHENSIVE PLAN TEXT AMENDMENT I ORD 01-2025

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, ADOPTING A LARGE SCALE COMPREHENSIVE PLAN TEXT AMENDMENT; AMENDING FIGURE FLU-1 SET FORTH IN THE FUTURE LAND USE ELEMENT TO PROVIDE THAT THE COMMERCIAL PARKWAY ZONING DISTRICT WITHIN THE FOUR CORNERS OVERLAY DISTRICT IS AN ALLOWABLE ZONING DISTRICT IN THE MIXED USE FUTURE LAND USE CATEGORY; PROVIDING DATA AND ANALYSIS AND THE LEGAL BASIS SET FORTH IN THE RECITALS TO SUPPORT THE PROPOSED COMPREHENSIVE AMENDMENT; PROVIDING 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.

LAND DEVELOPMENT REGULATIONS AMENDMENT I ORD 02-2025

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING APPENDIX A, ZONING, ARTICLE XI OF THE CODE OF THE CITY OF COCOA, CREATING AND ADOPTING THE FOUR CORNERS OVERLAY DISTRICT; PROVIDING FOR ITS PURPOSE AND APPLICABILITY; ESTABLISHING PERMITTED, SPECIAL EXCEPTION, AND PROHIBITED USES; PROVIDING FOR PERFORMANCE STANDARDS, INCLUDING SETBACKS, PARKING, LANDSCAPING, AND SIGNAGE REQUIREMENTS; ESTABLISHING BUILDING DESIGN STANDARDS; ESTABLISHING THE BOUNDARIES OF THE FOUR CORNERS OVERLAY DISTRICT, PARTICULARLY DEPICTED AND DESCRIBED ON EXHIBIT "A" ATTACHED HERETO; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

CONSISTING OF THE FOLLOWING TAX ID NUMBERS:

24 3633-31-C-1,24 3633-32--3,24 3633-30--14,24 3633-00-251,24 3633-01--51,24 3633-00-289,24 3633-30--15,24 3633-30--8,24 3633-31-A-5,24 3633-31-C-2,24 3633-30--21 03,24 3633-30--21 04,24 3633-00-253,24 3633-31--R-4,24 3633-31--R-3,24 3633-31--R-5,24 3633-31--R-1,24 3633-31--R-2,24 3633-32--9,24 3633-00-288,24 3633-32--7,24 3633-31-D-11,24 3633-31-U-12,24 3633-31-D-13,24 3633-00-258



AND THE FOLLOWING:

ALCOHOLIC BEVERAGE ORDINANCE AMENDMENT I ORD 04-2025

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING THE ZONING ORDINANCE OF THE CITY OF COCOA, RELATING TO REGULATION OF ALCOHOLIC BEVERAGES; IMPOSING SEPARATION REQUIREMENTS FOR LIQUOR STORES AND PACKAGE STORES FROM CERTAIN OTHER USES; IMPOSING SEPARATION REQUIREMENTS BETWEEN LOCATIONS FOR ON-PREMISE CONSUMPTION OF ALCOHOL AND PUBLIC PARKS AND PLAYGROUNDS; UPDATING THE ZONING ORDINANCE TO BE CONSISTENT WITH STATE LAW REGARDING SEPARATION REQUIREMENTS BETWEEN SCHOOLS AND LOCATIONS FOR ON-PREMISE CONSUMPTION OF ALCOHOL; AMENDING THE METHOD OF MEASURING SEPARATION FOR PURPOSES OF ALCOHOLIC BEVERAGE REGULATIONS; AMENDING CERTAIN DEFINITIONS TO CLARIFY THE APPLICATION OF THE ALCOHOLIC BEVERAGE REGULATIONS; MODIFYING THE REGULATIONS PERTAINING TO ALCOHOLIC BEVERAGE SALES AS AN ACCESSORY USE; AMENDING THE LIST OF PERMITTED AND SPECIAL EXCEPTION USES IN THE GENERAL COMMERCIAL DISTRICT (C-G) RELATING TO ALCOHOLIC BEVERAGES; 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

June 4, 2025

CITY COUNCIL PUBLIC HEARING WILL BE HELD ON

July 8, 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 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://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.

CITY COUNCIL AGENDA ITEM

Memo Date: June 26, 2025
Agenda Date: July 8, 2025
File ID: 2025-610
Prepared By: Charlene Neuterman, Community Services Director
Through: Stockton Whitten, City Manager
Requested Action: First Reading of Ordinance 06-2025, Amending the City Code Regarding Code Enforcement Board Jurisdiction and Duties Regarding Enforcement and Penalties for Noise and Excavation Violations, and Code Enforcement Lien Reduction Requests.

BACKGROUND:

As part of Ordinance 06-2025, several changes have been established to make clear certain parts of Section 6 of the City Code, and Chapter 12.5-8 (Mining Penalties) and Chapter 13.5-29 (Noise Penalties) as it relates to the actions of the Code Enforcement Board (CEB).

- **Expands Code Enforcement Board (CEB) authority.** The draft clarifies that the CEB may “establish and levy fines and penalties and impose costs” rather than only levy fines, and it expressly adds Chapters 12.5 (Mining Operations) and 13.5 (Noise) to the Board’s jurisdiction. This will let staff route excavation and noise cases through the administrative process instead of criminal court.
- **Creates a voluntary *Code-Enforcement Compliance Agreement (CECA)*.** A property owner who admits the violation but needs more time can sign a CECA with the City Manager, waive a hearing, and be given a negotiated deadline. If the deadline is missed, the CEB may immediately impose daily fines and record the agreement as a lien.
- **Streamlines lien-reduction requests (Sec. 6-707).** The CEB “review-and-recommend” step is deleted. An administrative lien reduction calculation and process is created to authorize the city manager to approve lien reduction requests based on specific calculations which will be required in the City Code. If the applicant agrees to the reduced calculation and final adjusted lien amount approved by the city manager, the city manager can approve the lien reduction and satisfy the lien if the applicant makes payment within 30 days. If the applicant does not agree and pay the reduced amount approved by the city manager, the application will be presented to the city council for consideration. Applicants must reimburse the City’s recording costs up front. The proposed administrative reduction process is intended to provide an incentive for applicants to bring properties into compliance sooner and satisfy the applicable code lien. The administrative process, however, will not apply to code enforcement assessment liens for city incurred costs to bring a property into compliance, such as mowing charges, debris collection, and other nuisance abatement actions taken by the city to remediate code compliance matters.
- **Aligns penalty provisions for Mining & Noise.** Instead of misdemeanor

prosecution only, violations *may* be enforced administratively (CEB), civilly, or criminally—at the City’s option—mirroring Ch. 162, F.S.

- **House-keeping changes.** Renumbers subsections, removes outdated cross-references, and inserts explicit authority to collect costs and record satisfactions, consistent with Chapter 162, Florida Statutes.

How the draft differs from the *current* Cocoa Code

<u>Topic</u>	<u>Current Code</u>	<u>Draft Ordinance</u>
CEB powers (Sec 6-701)	Board may “establish and levy fines” only. (library.municode.com)	Adds explicit power to impose <i>penalties</i> and <i>costs</i> .
CEB jurisdiction (Sec 6-702)	Does not list Ch 12.5 or Ch 13.5; mining and noise must be prosecuted in county court. (mcclibraryfunctions-stage.azurewebsites.us)	Adds Ch 12.5 (Mining) and Ch 13.5 (Noise) so staff can use the CEB path.
Enforcement procedure (Sec 6-703)	Only two tracks: warning → CEB or immediate emergency hearing.	Adds a <i>Compliance Agreement</i> option, giving staff a formal alternative before scheduling a hearing.
Lien reduction (Sec 6-707)	Applicant → CEB hearing & recommendation → City Council decision. The application form and FAQ reflect this two-step path. (cocoaf1.gov , cocoaf1.gov)	Removes CEB step; Creates administrative lien reduction process that requires the city manager to complete and approve a final adjusted lien amount based on a specific calculation in the Code; Council decision is required only if the applicant does not accept the administrative reduction approved by the city manager.
Mining penalties (Ch 12.5-8)	Misdemeanor only: up to \$500 or 60 days.	Keeps misdemeanor language and authorizes CEB or civil action as alternatives; states that CEB jurisdiction is non-exclusive.
Noise penalties (Ch 13.5-29)	Same misdemeanor-only model. (mcclibraryfunctions-stage.azurewebsites.us)	Mirrors Mining change—adds CEB/civil options while retaining criminal penalties.
Other housekeeping	Various outdated references remain.	Updates internal cross-references, renumbers subsections, and inserts Chapter 162 cost-recovery language throughout.

Practical implications for staff

1. **More cases can stay in-house.** Noise-complaint and excavation files can be handled by notices of violation, CECB hearings, and administrative fines—freeing the State Attorney’s Office from minor municipal cases.
2. **Clearer “carrot-then-stick” path.** The Compliance Agreement gives

cooperative owners a formal path to extra time while preserving the City's leverage if deadlines slip.

3. **Faster lien-reduction turnaround.** Removing the CEB layer should shave 30–60 days from the average lien-reduction cycle and eliminate duplicate notices. Further, property owners will be incentivized to achieve faster compliance and accept administrative reductions of liens based on specific calculations approved by the city manager by Code.
4. **Up-front cost recovery.** Recording fees, inspection time, and staff hours tied to lien matters are assured at the application stage rather than after Council action.

Staff requests approval of the First Reading of Ordinance 06-2025.

PRIORITY AREA CONNECTION:

Public Safety/Community Standards

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

First Reading of Ordinance 06-2025, Amending the City Code Regarding Code Enforcement Board Jurisdiction and Duties Regarding Enforcement and Penalties for Noise and Excavation Violations, and Code Enforcement Lien Reduction Requests.

ORDINANCE NO. 06-2025

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, AMENDING CHAPTER 6, ARTICLE II, DIVISION 1, OF THE CITY CODE REGARDING THE POWERS AND JURISDICTION OF THE CODE ENFORCEMENT BOARD; AMENDING CHAPTERS 12.5 AND 13.5 OF THE CITY CODE REGARDING ENFORCEMENT AND PENALTIES FOR MINING AND EXCAVATION OPERATIONS AND NOISE DISTURBANCES; PROVIDING A PROCEDURE FOR ENTERING INTO CODE ENFORCEMENT COMPLIANCE AGREEMENTS; ALTERING THE PROCEDURE FOR PROCESSING CODE ENFORCEMENT LIEN REDUCTION REQUESTS; MAKING ADDITIONAL HOUSEKEEPING AMENDMENTS IN COMPLIANCE WITH CHAPTER 162, FLORIDA STATUTES; 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), Article VIII, of the State Constitution, to exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, the City of Cocoa Code of Ordinances regulates excessive sound which constitutes a serious hazard to the public health, welfare, safety, and the quality of life of the citizens of the City of Cocoa; and

WHEREAS, the citizens of the City of Cocoa should continue to enjoy the right to an environment free from excessive sound and vibration which may jeopardize their health, welfare, or safety, or which may otherwise degrade their quality of life; and

WHEREAS, the regulation of sound and noise in public areas is an important function of the government. *Davis v. State*, 710 So. 2d 635 (Fla. 5th DCA 1998); and

WHEREAS, protecting the public from excessively loud noise is a compelling government interest. *Grayned v. City of Rockford*, 408 U.S. 104 (1972) (“[i]f overamplified loudspeakers assault the citizenry, government may turn them down); and

WHEREAS, the City also has exercised its municipal authority to regulate excavation in the City, which shall include the hollowing out, removal by digging, dredging, or leveling of any land, dirt, sand, clay, soil, rock, solid materials or other soil materials, with some limited exceptions; and

WHEREAS, the Code of Ordinances for the City of Cocoa, Florida, currently provides that violations of the City’s prohibition on excavations and noise disturbances shall be prosecuted

in the same manner in which misdemeanors are prosecuted in the name of the State and in a court of competent jurisdiction; and

WHEREAS, the Office of the State Attorney has limited resources with which to prosecute violations of municipal codes; and

WHEREAS, the City of Cocoa utilizes a Code Enforcement Board, established under the authority of Chapter 162, Florida Statutes, to enforce the Codes of the City of Cocoa; and

WHEREAS, the City elects to enforce violations of many provisions of the City's Code of Ordinances through the Code Enforcement Board rather than by referring cases to the local State Attorney's Office for prosecution through the state court system in order to streamline enforcement proceedings and encourage the efficient remedying of code violations; and

WHEREAS, the City Council of the City of Cocoa finds that it is in the best interests of the City to efficiently prosecute violators of the City's Code of Ordinances, including the City's codified prohibition on open excavations without approval and noise disturbances; and

WHEREAS, the City Council finds that it is more efficient to revise the Code of Ordinances to provide that excavation and noise violations may be heard and enforced by the City's Code Enforcement Board, rather than by the State Attorney's Office; and

WHEREAS, the City Council finds that the limitations on noise within the City of Cocoa, as provided herein and in the Code of Ordinances, are unrelated to viewpoint and the content of any message, and will further the City's legitimate and substantial government interest in minimizing noise pollution; and

WHEREAS, the City Council finds that the goals of this Ordinance are unrelated to the freedom of expression; and

WHEREAS, the City Council desires to create a voluntary process for entering into code enforcement compliance agreements, to streamline procedures for requesting lien reductions, and to make further housekeeping amendments consistent with Chapter 162, Florida Statutes; 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; and

NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The foregoing recitals are hereby fully incorporated herein by this reference as legislative findings of the City Council of the City of Cocoa.

Section 2. Code Amendment. The City of Cocoa Code of Ordinances, Chapter 6, Article II, Division I, Chapter 12.5, and Chapter 13.5, Article II, are 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 Chapter 6, Chapter 12.5 and Chapter 13.5. It is intended that the text in Chapter 6, Chapter 12.5 and Chapter 13.5, denoted by the asterisks and set forth in this Ordinance shall remain unchanged from the language existing prior to the adoption of this Ordinance):

Chapter 6 – BUILDINGS, CONSTRUCTION AND PROPERTY REGULATIONS

* * *

ARTICLE II. – CODE ENFORCEMENT

DIVISION 1. – GENERALLY

* * *

Sec. 6-701. Board powers.

General Powers. The code enforcement board shall have the power to:

- (1) Adopt rules for the conduct of its hearings.
- (2) Subpoena alleged violators and witnesses to its hearings, which subpoenas shall be served by the police department.
- (3) Subpoena records, surveys, plats and other documentary evidence, which subpoenas shall be served by the police department.
- (4) Take testimony under oath.
- (5) Issue orders having the force and effect of law, commanding whatever steps are necessary to bring a violation into compliance.
- (6) ~~Establish and levy fines pursuant to subsection 6-705(c).~~ Establish and levy fines and penalties and impose costs as authorized by City Code.

Sec. 6-702. – Board jurisdiction.

- (a) *Jurisdiction.* The code enforcement board shall have jurisdiction to hear and decide alleged violations of the following codes and ordinances of the city:
 - (1) Chapter 2.5, article V, provisions for adult entertainment establishments;
 - (2) Chapter 3, advertising;
 - (3) Chapter 4, alcoholic beverages;
 - (4) Chapter 5, animals and fowl;
 - (5) Chapter 6, buildings, construction and property regulations;
 - (6) Chapter 7, fair housing;
 - (7) Chapter 9, article II, garbage and refuse;
 - (8) Chapter 12, licenses;

- (9) Chapter 12.5 – mining operations;
- (10) Chapter 13.5, article II, noise; article III, outdoor fires;
- (9 11) Chapter 14, article II, dance halls; article III, sidewalk cafes; article V, slot machines or devices;
- (40 12) Chapter 17, streets and sidewalks;
- (44 13) Chapter 18, subdivisions;
- (42 14) Chapter 19, taxation;
- (13) Chapter 21, article II, taxicabs;
- (44 15) Chapter 23, vehicles for hire;
- (45 16) Chapter 22, water and sewers;
- (17) Appendix A, zoning.

Notwithstanding the establishment of a specific penalty for violations of any codes and ordinances listed above in subsection (a) elsewhere in the Code of the City of Cocoa nor the lack of specific penalty established for a violation thereof, the code enforcement board shall have alternative jurisdiction to enforce violations of such codes and ordinances and to hold hearings and assess fines against violators of such codes and ordinances. The jurisdiction of the code enforcement board shall not be exclusive. Any alleged violation of any of the aforesaid codes and ordinances may be pursued by appropriate remedy in court at the option of the administrative official who is responsible for enforcing that code or ordinance, whether by injunctive, declaratory or other civil relief or criminal sanction. As additional or alternative relief, any person who violates any of the provisions of the above-listed codes and ordinances shall, upon conviction, be punished by a fine not to exceed five hundred dollars (\$500.00) or by imprisonment for a period not to exceed sixty (60) days, or both. Failure of the city to enforce any requirements of the above-listed codes and ordinances shall not constitute a waiver of the city's right to enforce that violation or subsequent violations of the same type or to seek appropriate enforcement remedies.

Sec. 6-703. Enforcement procedure.

- (a) *Code inspector defined.* For the purposes of this chapter, "code inspector" means any authorized agent or employee of the city whose duty it is to ensure compliance with the codes and ordinances of the city.
- (b) *Duties of code inspector.* It shall be the duty of the code inspector to initiate enforcement proceedings of the various codes and ordinances. No member of the code enforcement board shall have the power to initiate enforcement proceedings.
- (c) *Violation enforcement procedure.* Except as provided in subsection 6-703(d) below, if a violation of the codes or ordinances is found, the code inspector shall first notify the violator and give the violator a reasonable time to correct the violation. Should the violation continue beyond the time specified for correction, the code inspector shall notify the code enforcement board and request a hearing pursuant to the procedure set forth in section 6-704, except that the code inspector may also consider a code enforcement compliance agreement as an alternative method of achieving compliance as provided in subsection (f) below. Written notice of such hearing shall be mailed to said violator.

- (d) *Serious threat to public health, safety, or welfare.* If the code inspector has reason to believe a violation presents a serious threat to the public health, safety, and welfare or if the violation is irreparable or irreversible in nature, the code inspector shall make a reasonable effort to notify the violator and may immediately notify the enforcement board and request a hearing.
- (e) *Additional proceedings before the enforcement board.* If any violation which is cited by the code inspector pursuant to the terms of this division continues beyond the date specified for corrections, the code inspector ~~shall give written notice of the noncompliance to the chairman of the enforcement board and~~ shall notify the code enforcement board and request a hearing in accordance with the procedures of section 6-704 of this article. The ~~chairman of the enforcement board~~ code enforcement board, through its clerical staff, shall establish a date and time for such a hearing and shall cause written notice of both the violation and the hearing thereon to be mailed or otherwise served upon the violator as provided in Section 162.12, Florida Statutes, as may be amended from time to time. ~~The person cited as the violator shall have the right to request a postponement or continuance of the hearing in the event that he received the said notice less than seven (7) days prior to the date of the hearing.~~
- (f) *Compliance agreement; waiver of hearing to contest citation; additional time to correct.* A violator that agrees with a correctable violation specified in the code enforcement notice of violation, but requests additional time to correct the violation, may be given an opportunity to avoid further enforcement action by executing a compliance agreement. Acceptance for participation in a compliance agreement shall be determined in the discretion of the City Manager in consideration of fairness; ease of correction of the violation; the severity of the violation; the violator's demonstrated cooperation; the likelihood of a successful outcome; whether the violation is a repeat violation; and any other relevant factors. If approved for participation, the violator shall execute a compliance agreement admitting to the violation and waiving the right to an administrative hearing to contest the violation. The violator shall then have such reasonable additional time agreed to between the violator and the City Manager to correct the violation before continuing penalties will begin to accrue. The City Manager may extend such agreed additional time if the violator demonstrates good faith and progress in making the correction and that a reasonable need for an extension of time exists. The city may, at its option, record the compliance agreement in the public records of Brevard County. If a copy of the compliance agreement is recorded, the city, at the violator's expense, will record a satisfaction or release of the agreement once the violation is deemed corrected or abated.
- (1) *Contents of compliance agreement.* The compliance agreement shall be in writing on a form provided by the city. Such form shall include but is not limited to the following:
- a. The violator's admission of the violation and acknowledgment that the violator has an absolute right to have an administrative hearing to contest the issuance of the code enforcement notice of violation; the waiver of the right to an administrative hearing is solely the violator's option; and by signing the waiver the violator voluntarily waives the right to such a hearing.
 - b. The agreed date by which the violation must be corrected or continuing fines will begin to accrue.

c. That the amount of the daily continuing fine that will be assessed if the violation is not corrected shall be determined by the City's code enforcement board.

d. The violator's agreement to correct the violation by the agreed correction date.

e. The violator's agreement to pay by an agreed date the city's costs incurred in the case, and the cost of re-inspection, except to the extent any of such civil penalty or costs are waived by the city.

f. The action or inaction required of the violator to correct the violation.

g. The violator's agreement that if the violation is not corrected or the costs are not paid by the agreed correction date, the City's code enforcement board may enter an order assessing the daily continuing penalties and the costs, plus any additional costs incurred by the city subsequent to the waiver, which shall become a lien on the property.

h. If applicable based on the nature of the violation, the violator's agreement that if the violation is not corrected by the agreed correction date, regardless of whether or not it is deemed a public nuisance, the city or its contractors may enter the property without liability to the violator and without further notice to the violator and make all reasonable repairs and perform all work required to correct the violation at the violator's expense and assess such costs as a special assessment against the property on which the violation was corrected.

(2) Hearing on non-compliance or abatement. If the violator fails to correct the violation or pay the costs as agreed by the violator, the code inspector shall notify the code enforcement board of such noncompliance. The issues for determination by the board at the hearing shall be limited to whether or not the violation was timely corrected as provided in the compliance agreement, costs paid as agreed by the violator, and imposition of a daily fine for the violation. At least ten days before the hearing, the board clerk shall send the violator notice of the hearing at which such report of non-compliance will be made. The case may be presented to the board even if the violation has been corrected and the costs have been paid prior to the board hearing, and the notice of hearing shall so state. If the code enforcement board finds, after the hearing, that the violation has not been corrected as provided in the compliance agreement, the board may enter an order finding noncompliance and impose a fine consistent with Chapter 162, Florida Statutes, and, if the costs are unpaid, order the violator to pay such costs. If the finding is that the violation has been corrected, but the costs have not been paid, the board may order the violator to pay such unpaid costs. The board shall also assess in any order entered against the violator any additional costs incurred and requested by the city subsequent to the waiver of hearing. In addition, if the city elects to make all reasonable repairs and perform all work required to correct the violation as provided in the compliance agreement, the code enforcement board may also render an order imposing the costs and charges of such abatement actions as a lien on the property of the violator. Should the city elect to make reasonable repairs and perform the work, it shall send a certification of costs borne by the city to the violator at the time the notice of hearing is sent to the violator.

* * *

Sec. 6-707. Satisfaction or release of code enforcement lien.

- (a) Where a certified copy of an order imposing a penalty or fine, as described above in section 6-705, has been recorded in the public records and has become a lien against the land and/or property of the violator, such violator may apply for a satisfaction or release of such lien as follows:
- (1) *Lien satisfaction.* Upon full payment by the violator of the fine or penalty imposed in accordance with this chapter, the city manager is hereby authorized to execute and record a satisfaction of lien.
 - (2) *Lien reduction or forgiveness.* Upon request for a reduction or forgiveness of a fine or penalty imposed in accordance with this chapter, the violator shall submit a written application to the community services ~~development~~ director as follows.
- (b) *Application.* The application shall be executed under oath and sworn to in the presence of a notary public and shall include, but may not be limited to the following:
- (1) The code enforcement case number;
 - (2) The date upon which the violator brought the subject property into compliance with the City Code;
 - (3) The factual basis upon which the violator believes the application for reduction or forgiveness of the lien should be granted;
 - (4) The terms upon which a satisfaction or release of lien should be granted;
 - (5) The reasons, if any, compliance was not obtained prior to the order of penalty or fine being recorded;
 - (6) The reduction in penalty or fine sought by the violator; and
 - (7) Any other information which the violator deems pertinent to the request, including but not limited to the circumstances that exist which would warrant the reduction or forgiveness of the penalty or fine.
 - (8) Agreement that the City's code inspector may inspect the applicable property to determine if any code violations exist at the time of application for the lien reduction, which may include inspection of the interior of the structure.
- (c) *Reimbursement to city for recording costs at time of application.* The violator shall submit, at the time of application, payment to the city in the amount necessary to reimburse the city for its costs associated with recording the order imposing a penalty or fine and the requested satisfaction or release of lien. These costs are non-refundable, without regard for the final disposition of the application for satisfaction or release of lien.
- (d) *Processing of application by community services ~~development~~ director.* Upon receipt of the application for satisfaction or release of lien and payment provided above, the community ~~development~~ services director shall confirm through the code enforcement department that

the violation which resulted in the order imposing penalty or fine has been brought into compliance. If the violation has been brought into compliance and there is no current code violation upon the property in question, the community ~~development~~ services director shall prepare the standard lien calculation required by subsection (e) for the city manager's review and approval. ~~place the application upon the agenda of the next meeting of the code enforcement board.~~

- (e) Standard Lien Calculation. For all lien satisfaction and lien reduction requests, the following calculation will be performed by the community services director on a worksheet form prepared by the city:

(1) The total principal amount of the original lien shall be based on the amount of fine ordered by the code enforcement board and the number of days that it took the violation to be brought into compliance. If the lien is an assessment lien to recover costs incurred by the City to remediate a code violation, the lien is the reimbursable cost amount stated in the lien plus any applicable interest.

(2) The principal amount of the lien shall be adjusted to include reimbursement of all City-incurred costs, including but not limited to inspector time, administrative staff time, legal fees, postage, processing fees, and any other out-of-pocket expenses related to the underlying code enforcement case.

(3) If the Applicant requesting the lien reduction:

(i) is a new property owner who assumed the lien through the purchase of the property;

(ii) brought the property into compliance within one (1) year upon taking ownership; and

(iii) has maintained the property in compliance with applicable codes and regulations, then the lien may be adjusted by reducing the lien by an amount equal to the documented costs incurred by the applicant that are directly related to correcting the violations that bring the property into compliance. The applicant must provide proper documentation of these costs, along with proof of payment. No further costs incurred for renovations of the property in excess of those necessary to correct the code violations will be considered for reduction by the city manager;

(4) After the principal amount of the lien has been determined pursuant to subsection (1), and has been adjusted in accordance with subsection (2) and (3) (the "Initial Adjusted Lien Amount"), the city manager has the authority to approve an administrative reduction of the Initial Adjusted Lien Amount in accordance with the following table (the "Final Adjusted Lien Amount"). This administrative reduction process is intended to serve as an incentive for property owners to promptly satisfy outstanding liens by paying the Final Adjusted Lien Amount without requiring further city council approval. The administrative lien reduction process shall not apply to assessment liens for costs incurred by the City to remediate a code violation.

ADMINISTRATIVE REDUCTION TABLE

<u>Length of Time to Bring the Violation into Compliance with Code Board's Order</u>	<u>Percentage Reduction for Early Satisfaction with City Manager's Approval</u>
<u>1 year or less</u>	<u>Reduction up to 90% of Initial Adjusted Lien Amount</u>
<u>More than 1 year, but less than 3 years</u>	<u>Reduction up to 85% of Initial Adjusted Lien Amount</u>
<u>More than 3 years, but less than 5 years</u>	<u>Reduction up to 75% of Initial Adjusted Lien Amount</u>
<u>More than 5 years, but less than 10 years</u>	<u>Reduction up to 70% of Initial Adjusted Lien Amount</u>
<u>More than 10 years, but up to 15 years</u>	<u>Reduction up to 65% of Initial Adjusted Lien Amount and City-incurred costs</u>
<u>More than 15 years</u>	<u>Reduction up to 50% of Initial Adjusted Lien Amount</u>

(5) If the Final Adjusted Lien Amount exceeds 50% of the assessed value of the property (according to the Property Appraiser's most recent roll or estimate for properties where demolition of structures has occurred subsequent to the most recent roll), the Final Adjusted Lien Amount may be further reduced by the city manager to 50% of the assessed value of the property.

(6) If the applicant agrees to the Final Adjusted Lien Amount calculated and approved by the city manager and remits full payment to the city within thirty (30) days of receipt of the calculation, the city manager is authorized to accept the payment and satisfy the lien. However, if the applicant does not agree and pay the Final Adjusted Lien Amount within thirty (30) days, the lien reduction request will be presented to the city council. The city council shall not be bound by the Final Adjusted Lien Amount approved by the city manager and shall consider the application based on the factors in subsection (f). The city council shall have the right, in its sole discretion, to deny the request for a reduction and require the applicant to pay the full principal amount of the lien, plus city-incurred costs.

~~Code enforcement board hearing. At the hearing before the code enforcement board, the board shall review and consider the application for satisfaction or release of lien, provide the violator with an opportunity to address the board regarding the application for satisfaction or release of lien, and to take the testimony of other interested parties, including but not limited to city staff.~~

~~Review and recommendation. Upon review of the application and any testimony presented, the code enforcement board shall recommend to the city council approval, approval with conditions, or denial of the application for satisfaction or release of lien.~~

~~The code enforcement board, in determining its recommendation, shall consider the following factors:~~

- ~~(1) The gravity of the violation;~~
- ~~(2) The time in which it took the violator to come into compliance;~~
- ~~(3) The accrued amount of the code enforcement fine or lien;~~
- ~~(4) Any previous or subsequent code violations;~~
- ~~(5) Any financial hardship; and~~
- ~~(6) Any other mitigating circumstance which may warrant the reduction or satisfaction of the penalty or fine. Reserved.~~

- (f) ~~Presentation to city council. After a recommendation has been rendered by the code enforcement board, the~~ The community services development director shall place the application for satisfaction or release of lien upon the agenda of the next regularly scheduled city council meeting. The city council shall review and consider the application for satisfaction or release of lien, provide the violator with an opportunity to address the city council regarding the application for satisfaction or release of lien, and to take the testimony of other interested parties, including but not limited to city staff. may take action solely based upon the sworn application and recommendation of the code enforcement board; or it may, in its discretion, provide the violator with an opportunity to address the council in regard to the application for satisfaction or release of lien.

The city council shall consider the following factors:

- (1) The Final Adjusted Lien Amount approved by the city manager that was presented and not accepted by the applicant pursuant to subsection (e);
- (2) The gravity and severity of the violation;
- (3) The time in which it took the violator to come into compliance;
- (4) The accrued amount of the code enforcement fine or lien;
- (5) Any previous or subsequent code violations;
- (6) Whether there are unsatisfied code enforcement penalties or liens for other property owned by the applicant;
- (7) Any financial hardship; and
- (8) Any other mitigating circumstance which may warrant the reduction or satisfaction of the penalty or fine.

City council action. The city council may approve, approve with conditions, or deny the application to satisfy or release of lien. If the city council approves the application to satisfy or release the lien and the approval is conditioned upon the violator paying a reduced penalty, fine, or any other condition, the satisfaction or release of lien shall not be prepared or recorded until the condition(s) placed by the council have been satisfied.

- (g) *Compliance with city council conditions.* The violator shall have thirty (30) days in which to comply with the conditions imposed by the city council. Failure of the violator to comply will result in the automatic denial of the application for satisfaction or release of lien.
- (h) *Effect of denial on application for subsequent lien reduction or forgiveness.* If the application is denied or if the application is automatically denied due to the failure of the violator to comply with the conditions imposed by the city council, the violator shall thereafter be barred from applying for a subsequent reduction or forgiveness of the lien for a period of one (1) year from the date of denial. During the one-year period, the lien may only be satisfied and released upon full payment of the fine or penalty imposed in accordance with this chapter.

* * *

Chapter 12.5 – MINING OPERATIONS

* * *

Sec. 12.5-8. Penalty.

~~The violation of any provision of this chapter by an owner or contractor, or their tenants or agents, shall be punishable by a fine not to exceed five hundred dollars (\$500.00) or by imprisonment not exceeding sixty (60) days, or both. Each day a violation continues shall be considered a separate offense.~~

Violations of this Chapter may be enforced in the alternative through the city code enforcement board, by civil court action, or by criminal action, as the city may elect. The code enforcement board shall have jurisdiction to hear and decide alleged violations of this Chapter. The jurisdiction of the code enforcement board shall not be exclusive. As additional or alternative relief, any person who violates any of the provisions of this Chapter shall, upon conviction, be punished by a fine not to exceed five hundred dollars (\$500.00) or by imprisonment for a period not to exceed sixty (60) days, or both.

* * *

Chapter 13.5 – NUISANCES

* * *

ARTICLE II. – NOISE

* * *

Sec. 13.5-29. – Penalties.

~~Any person violating any provision of this article shall be prosecuted in the same manner as misdemeanors are prosecuted and in conjunction with section 1-8(a) and (b) of the City of Cocoa Code. Such violations shall be prosecuted in the name of the state in a court having jurisdiction of misdemeanors by the prosecuting attorney thereof and upon conviction shall be punished by a fine not to exceed five hundred dollars (\$500.00) or by imprisonment in the county jail for a term not exceeding sixty (60) days, or by both such fine and imprisonment.~~

Violations of this Article may be enforced in the alternative through the city code enforcement board, by civil court action, or by criminal action, as the city may elect. The code enforcement board shall have jurisdiction to hear and decide alleged violations of this Article. The jurisdiction of the code enforcement board shall not be exclusive. As additional or alternative relief, any person who violates any of the provisions of this Article shall, upon conviction, be punished by a fine not to exceed five hundred dollars (\$500.00) or by imprisonment for a period not to exceed sixty (60) days, or both.

* * *

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 Resolution. 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 on the _____ day of _____, 2024.

Michael C. Blake, Mayor

ATTEST:

Monica Arsenault, City Clerk

First Reading: _____
Legal Ad Published: _____
Second Reading: _____

CITY COUNCIL AGENDA ITEM

Memo Date: June 24, 2025
Agenda Date: July 8, 2025
File ID: 2025-583
Prepared By: Breanna Earley, Assistant City Clerk
Through: Monica Arsenault, City Clerk
Requested Action: Consider the Appointment of Margaret Goudelock to Fill One of the Three Vacancies on the Board of Adjustment.

BACKGROUND:

Ms. Goudelock would like to become more knowledgeable and more involved in local government. She is the business manager for an independently-owned pharmacy that serves many members of the Cocoa community. Ms. Goudelock serves on both local and state boards in Florida. She serves the Brevard County community as the vice-chairman of the Independent Citizens Oversight Committee for Brevard Public Schools, which allocates funds from the half-cent sales tax for capital improvements, security and technology in schools. She meets all criteria for serving on a City board.

The Board of Adjustment currently has three vacancies. There is one regular member vacancy and two alternate member positions available. If Council desires to fill the regular member vacancy, then Ms. Goudelock would be fulfilling an unexpired term of a previous board member with the term going through May 2027.

The City's board vacancies have been properly advertised per its Board Vacancies policy.

A current board roster is also attached for Council's review.

PRIORITY AREA CONNECTION:

Community Outreach and Engagement

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Consider the Appointment of Margaret Goudelock to Fill One of the Three Vacancies on

the Board of Adjustment.

Application for Board/Committee Membership

06/03/2025 3:26 PM (EDT)

Application for Board/Committee Membership

City Code requires prospective and existing board members to fill out an application, consent to a standard criminal background check , be duly registered to vote in Brevard County, and be a resident or an owner of real property in the City of Cocoa. City Code also prohibits a person from serving on a City Board or Committee if that person has been convicted of a felony, unless their civil rights have been restored.

Application Date	06/03/2025
First Name	Margaret
Last Name	Godelock
Street Address	1808 Manor Drive
City	Cocoa
State	FL
Zip Code	32922
Cocoa City Council District that you live in:	District 4
Primary Phone Number	321-474-2312
Place of Business	The Pharmacy LLC
Title/Position Held	Business Manager
Email Address	rossclarkpharmacy@outlook.com
Board or Commission of first choice:	Board of Adjustment
Board or Commission of second choice:	Code Enforcement/Drug Related Public Nuisance Board
Board or Commission of third choice:	Sustainability Advisory Board

Board of Adjustment

Term: 3 years.
Members: 7 members; 2 alternate members.
Duties: To hear and decide appeals where it is alleged there is error in any final administrative decision. To hear, review, and decide on granting special exceptions, variances and waivers. They are a quasi-judicial board whose decisions have an impact on a limited number of property owners and are “contingent on facts adduced at a hearing and where the decision can be functionally viewed as policy application rather than policy setting.” (Board of County Com’rs of Brevard County. Snyder, 627 So.2d 469 [1993])

Additionally, the Board of Adjustment affords procedural due process; observes essential requirements of law; and makes decisions based on competent and substantial evidence.

Meetings: Third Wednesday of each month at 6:00 pm in the City Council Chambers.

All meetings are subject to change in dates and/or may be canceled with the approval of the City Manager (with the exception of the regular Council meetings), dependent upon whether there are items or cases to be considered. Other meetings of boards not listed above are held on an infrequent basis to which there is no standard or specified monthly date. (Please refer to the preceding "Description of Boards and Committees".) The three pension boards generally meet quarterly, and meetings may be held more often, depending on necessity. The Drug Related Public Nuisance Board holds meetings coinciding with the Code Enforcement Board; however, it meets infrequently on an as needed basis.

Code Enforcement/Drug Related Public Nuisance Board

Term: 3 years.

Members: 7 members; 2 alternate members, including an architect, a businessman, an engineer, a general contractor, a subcontractor, and a realtor.

Duties: To hear and decide alleged violations of certain codes of the City, and to hear drug related nuisance cases.

Meetings: Third Thursday of each month at 6:00 pm in the City Council Chambers.

All meetings are subject to change in dates and/or may be canceled with the approval of the City Manager (with the exception of the regular Council meetings), dependent upon whether there are items or cases to be considered. Other meetings of boards not listed above are held on an infrequent basis to which there is no standard or specified monthly date. (Please refer to the preceding "Description of Boards and Committees".) The three pension boards generally meet quarterly, and meetings may be held more often, depending on necessity. The Drug Related Public Nuisance Board holds meetings coinciding with the Code Enforcement Board; however, it meets infrequently on an as needed basis.

Sustainability Advisory Board

Term: 3 years.

Members: 7 members, each appointed by a City Council member (5); and (2) are appointed by the City Manager.

Duties: To review, analyze, make findings of facts, and make recommendations as to those matters and issues related to the water, sewer, garbage, telephone, television cable and electrical utilities of the City of Cocoa as may be requested from time to time by the City Council or City Manager. The Utilities Advisory Board shall serve as an advisory board to the City Council.

Meetings: Monthly on the 1st Thursday of the month at 6 pm.

Have you been a City of Cocoa resident for at least 6 months?	Yes
Do you own property or a business in Cocoa?	Yes
Please list address(s)	1808 Manor Drive 1803 N Indian River Drive
Are you registered to vote in Brevard County, Florida?	Yes
Have you ever been convicted or found guilty, regardless of adjudication, of a felony in any jurisdiction?	No
Do you consent to a standard criminal background check?	Yes
Do you currently serve on any other City of Cocoa Board?	No
Are you related to a City of Cocoa Councilmember by blood, Adoption or marriage?	No
Potential Conflict of Interest: Have you ever been engaged in the management of any business enterprise that has a financial interest	No

with the City of Cocoa?

Briefly state your interest in serving on a City board or committee. Please include information relating to prior service on any governmental board or committee, and any specialized skills or training you feel will help you to qualify for membership on the desired City board or committee.

I am interested in becoming more knowledgeable about local government. I am the business manager for an independently owned pharmacy that serves many members of the Cocoa community. I currently serve on both local and state boards in Florida. I serve the Brevard County community as the vice-chairman of the Independent Citizens Oversight Committee for Brevard Public Schools that allocates funds from the half-cent sales tax for capital improvements, security and technology in schools. I am a SPAR Florida board member (sparfl.org) that works for medical and pharmaceutical reform at the state level. I am invested in the improvement of the local community and would consider it an honor to serve on a board with the City of Cocoa.

Race

- Caucasian

Gender

Female

Applicant Certification

By filling this application with the City of Cocoa, I do hereby acknowledge the following:

- This application, when completed and filed with the Office of the City Clerk, is a public record under Chapter 119, Florida Statutes, and is open to public inspection.
- I am responsible for keeping the information on this form current and provide any changes or updates to the Office of the City Clerk.
- I consent to filing a Statement of Financial Interests (Form 1) required if required for the board in which I am appointed to.
- If appointed to a board/committee, I acknowledge that this is my obligation and duty to comply with the following: Code of Ethics for Public Offices (Florida Statutes, Chapter 112, Part III) Florida Sunshine Law (Florida Statutes, Chapter 286)

<http://www.flsenate.gov/Statutes>

Applicant Signature



Signature Date

06/03/2025

CITY OF COCOA BOARD AND COMMITTEE MEMBER LIST

Board of Adjustment		Meets Third Wednesday of Every Month @ 6pm		Expirations in May
MEMBER	ADDRESS	PHONE	APPOINTED	EXPIRES
Robert Dyar (3/3 of Non-Resident seats)	3513 Indian River Dr. Cocoa, FL 32926 bobbydyar@gmail.com	321-258-8284	05/2021 Appointed	2028
Dan Quattrocchi Chairperson (as of 1/15/2025) (1/3 of the Non-Resident seats)	3056 Skyline Drive Cocoa, FL 32922 danq@quattrocchirealestate.com	321-720-1822 hm 321-452-8668 Wk 321-720-1822 cell	05/2025 Reappointed 05/2022 Reappointed 12/11/19 appointed (fulfilled seat vacated by Mr. Matthew Ford, who did not renew)	2025
Pam Shaia (2/3 of the Non-Resident seats)	308 Brevard Avenue Cocoa, FL 32922 pshaia@cfl.rr.com Sheltiel@tailsatthebarkery.com	256-656-3249 cell 321-305-4584 Wk	05/2025 Reappointed 05/2022 Reappointed 07/19 appointed (fulfilled Jolley vacancy)	2028
Jennifer Moton	4485 Tangelo Avenue Cocoa, FL 32926 jcolettem@gmail.com	321-213-2112	05/2025 appointed (filled Patricia Weeks vacancy)	2027
Robert Butler	4992 Talbot Blvd. Cocoa FL, 32926 Rbut4992@gmail.com	407-791-3550	01/2024 appointed	2027
Jose Pacheco	2515 Suwannee Dr., Cocoa, FL 32926 pjosewol@gmail.com	407-860-3007	02/2025 Appointed	2027
Kaitlyn Aliano VACANCY	12 Sunrise St. Cocoa, FL 32922 Kaitlyn.weisberg@gmail.com	321-432-8117	01/2021 Appointed	2027
VACANCY 2nd Alternate Jenny Swisher	195 Sorrento Drive Cocoa, FL 32922 Gbsemail1@gmail.com	406-581-1162	01/2022 appointed	No expiration
VACANCY 1st Alternate Randal Hiester	5292 Talbot Blvd. Cocoa, FL 32926 Rjhbjh2017@yahoo.com	321-501-6369 hm/cell	02/2020 Appointed	No expiration
LIAISON	Deputy Mayor Weeks	321-474-4924	Updated 12/23	
Counsel: Anthony Garganese	PO Box 2873, Orlando, FL 32802-2873	866-425-9566		
RECORDING SECRETARY	Lori Chabot	433-8491	Updated 10/23	

CITY COUNCIL AGENDA ITEM

Memo Date: June 24, 2025
Agenda Date: July 8, 2025
File ID: 2025-586
Prepared By: Thomas Wilkinson, Code Enforcement Manager
Through: Charlene Neuterman, Community Services Director
Requested Action: The staff's recommendation is that the Code Enforcement lien of \$60,520.00 at the property of 1050 West King St. be reduced to the amount of \$10,000.00 per the applicant's request.

BACKGROUND:

Lien Reduction Request For **1050 W King St.**
Reference Case # **CE22-828**

The Code Enforcement Board held a public hearing on **May 18, 2023**, at which time the Board found the owner, **Floor Suppliers Inc.** in violation of the following:

- City Code, Chapter 6, Sec. 6-900 (b) Accumulation of Trash & Litter
- City Code, Chapter 6, Sec. 6-1003 (a) Exterior General Condition
- City Code, Chapter 6, Sec. 6-900 (b5) Boarded Up Buildings
- City Code, Chapter 6, Sec. 6-1003 (g) Roofs & Drainage

The Code Enforcement Board provided the owners sufficient time of **July 17, 2023**, to correct said violation(s). Therefore, consistent with the Code Enforcement Board's Order, a Non-Compliance Hearing was held on **August 17, 2023**.

The lien ran at **\$100.00** per day from **July 17, 2023**, until compliance was achieved on **March 13, 2025**. Code records show the case was closed, leaving a fine of **\$60,520.00**. The property owner (**Floor Suppliers Inc.**) is requesting that the lien be reduced to the amount of **\$10,000.00**

Staff utilized the following factors in making its recommendation to reduce the lien:

- Whether the current owner owned the property at the time the violation(s) occurred; **Yes**
- Applicant resides at the property: **No**
- The number of violations related to the subject lien; **Four**
- Number of Inspections performed: **20**
- Property Taxes: **Taxes are paid through 2024**
- Other Liens: **Records show no outstanding liens on the property. No water liens.**
- Property Inspection: **The property was inspected this morning, July 8th,**

2025, and was found in compliance prior to the Council Meeting.

- The city's cost to prosecute the case was **\$2,433.54**.

The current market value of the subject property; the current market value is **\$1,138,600.00** according to the Brevard County Property Appraiser as a **Retail Store**.

The staff's recommendation is that the lien be reduced to the amount of **\$10,000.00** per the applicant's request.

PRIORITY AREA CONNECTION:

Public Safety/Community Standards

BUDGETARY IMPACT:

PREVIOUS ACTION:

The Code Enforcement Board held a public hearing on **June 19th 2025**, at which time the Board recommended the lien be reduced to the amount of **\$10,000.00** per the applicant's request.

RECOMMENDED MOTION:

The staff's recommendation is that the Code Enforcement lien of \$60,520.00 at the property of 1050 West King St. be reduced to the amount of \$10,000.00 per the applicant's request.



Joe 321-831-3088

Application # CE - _____

LIEN REDUCTION APPLICATION

Cocoa Police Department
Code Enforcement Division
1226 W King Street
Cocoa, Florida 32922
Phone: (321) 433-8508

This application must be completed entirely. The property must be in compliance per the City Code Section 6-707(d), if the property does not meet the guidelines of the City Code the Lien Reduction Application will not be scheduled for a hearing before the Code Enforcement Board.

This form is divided into steps which will help you prepare your request, provide the necessary information, and prepare for the Code Enforcement Board and City Council hearing.

For Office Use Only - Date Received

Stamp Only When Application is Fully Complete

Please TYPE or PRINT this application neatly.

1. Date: 03-14-2025

2. Applicant Information: * NOTE: Applicant is the main contact, who must attend the meeting.

Company (if applicable): THE FLOOR SUPPLIERS INC

Name: SHIVA ROOPNARINE

Mailing Address: 7070 INDUSTRIAL ROAD

City: WEST MELBOURNE State: FL Zip Code: 32904

Phone #: 321-914-3982

Fax #: _____

Mobile #: 321-914-6114

E-mail: shiva@roopnarines.com

3. Property Owner Information:

* Check here if same as Applicant → ☒

* If more than one owner, attach additional sheet with names and addresses.

Company (if applicable): _____

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Phone #: _____

Fax #: _____

Mobile #: _____

E-mail: _____

4. Information for property on which lien occurs:

Street Address and Location: 1050 W. KING STREET COCOA FL 32922

Parcel ID:

24-36-32-04-000000-0-0002-02

0002-02

Tax Account Number:

2443751

Existing Use(s) on Property: STORAGE

Proposed Use(s) on Property: STORAGE

(If residential – (circle one) owner occupied or rental), if rental does property owner anticipate accepting any state or federal rental subsidies?

Nature of Violation(s): EXTERIOR GENERAL CONDITION, ROOFS DRAINAGE

Date Fine or Lien Imposed: 08/17/2023
per day

Amount of Fine: \$59,010.00

Have the violation(s) on the subject property been corrected: (Yes) No (Circle one)

Date upon which the subject property was brought into compliance: 03/01/2025

5. Please provide the following information:

Code enforcement case number: 22-0828

Were you the property owner at the time the lien was imposed? (Yes) No (Circle one) If so, how many days did it take from the board order to the date compliance was achieved? _____

If you were not the property at the time the violation occurred, were you aware of the lien when you purchased the property? Yes / No / NA (Circle one) If the property was not in compliance at the time you purchased the property how many days from the time of purchase did it take for you to come into compliance? _____

Did you receive the Notice of Violation issued by the Code Enforcement Division: (Yes) No (Circle one)

Did you receive the Finding of Facts issued by the Code Enforcement Board: (Yes) No (Circle one)

The factual basis upon which the application for reduction of the lien should be granted:

WE WERE WAITING INSURANCE SETTLEMENT TO
MAKE THE NECESSARY REPAIRS

The reasons, if any, compliance was not obtained prior to the order of penalty or fine being recorded:

WAITING ON INSURANCE SETTLEMENT FUNDS TO MAKE
COMPLETE REPAIRS

Amount you are requesting that the lien be reduced to: \$ 10,000

Please provide any other information deemed pertinent to this request, including but not limited to the circumstances that exist which would warrant the reduction or forgiveness of the penalty or fine. Include documentation of any financial investment made to physically improve the property:

WE HAD TO INVEST A SIGNIFICANT AMOUNT OF FUNDS
TO GET THE PROPERTY IN COMPLIANCE. FUNDS WERE
NOT AVAILABLE AT THAT TIME

Are there any other properties within the jurisdictional limits of the City of Cocoa owned by the applicant and/or owners of the subject property on which code violations have been alleged, of which the case is still active, or a Finding of Facts has been entered by the Code Enforcement Board, if so please provide the address, the nature of violation and the status of such:

NO

6. Please submit the following items in order complete the application:

- a. ☒ Notarized application.
- b. ☒ Reimbursement to City for recording costs at time of application. Pursuant to Section 6-707(c), Code of the City of Cocoa, at the time of application, payment to the city in the amount necessary to reimburse the City for its costs associated with processing and recording the order imposing a penalty or fine and the requested satisfaction or release of lien. Please make checks payable to the 'City of Cocoa' and submit payment ONLY to the Community Services Department. Please note that these costs are non-refundable without regard for the final disposition of the application for satisfaction or release of lien. The application fee is \$20.00 and will need to be paid at the time the application is submitted.
- c. ☐ Letter of authorization. If the applicant is not the property owner, a notarized letter of authorization or agent affidavit is required, unless the applicant is the Attorney of the owner. Each property owner must complete a separate authorization form or other suitable documentation to allow the agent to act upon his/her behalf.
- d. ☐ Corporate documents. If the applicant/owner is representing a company, articles of incorporation which show the applicant/owner is authorized to represent the company is required. A data record printout from the Florida Department of State, Division of Corporations website may also be provided (<http://www.sunbiz.org/corpweb/inquiry/search.html>).
- e. ☐ Additional information (optional). Submit any information that may be helpful in understanding the request. This may include photos, sketches, elevations, or letters from adjoining property owners.

7. **Application Filing Procedure.** This application, together with all required exhibits and attachments, shall be completed and filed with the Code Enforcement Division by the third Friday of each month at 5:00 pm in order to be scheduled for public hearing for the following month.

8. **Procedure per City Code.** Section 6-707 states the City Lien Reduction rules and procedures for applying for a reduction. It is the applicant's responsibility to read and understand the rules and procedures that are located on page 6 of the Lien Reduction Application
9. **Board Action.** An Inspection of the property must be performed to be scheduled at the Code Board. Following a presentation by staff and testimony offered by the applicant, the Code Enforcement Board will formulate a recommendation to City Council.
10. **City Council Action.** An Inspection of the property must be performed to be scheduled before council. Following the Code Enforcement Board making a recommendation to the City Council, staff will schedule the item for the next available City Council regular meeting.
11. **Inspections.** I agree to allow Code Enforcement to inspect my property and give consent to walk the property before proceeding with this reduction ☒ YES ☐ NO

Signature below will also show that consent to inspect was given by the property owner or representative.

12. Signatures and Notarization.

STATE OF FLORIDA COUNTY OF ORANGE I, SHIVA ROOPNARINE
being first duly sworn, depose and say that:

- ☒ I am the applicant, or if corporation, I am the officer of the corporation authorized to act on this request.
- ☐ I am the legal representative of the applicant of this application and a notarized Letter of Authorization form or agent affidavit accompanies this application giving written, unless the applicant is the Attorney representing the owner.

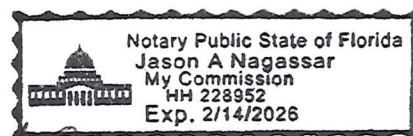
I hereby certify that I have read, completed and understand this Application and understand that if my application and all associated attachments are not complete and accurate in all respects, the application will not be scheduled for a public hearing. I further understand that this application must be complete and accurate prior to the advertising of a public hearing.

[Signature]
(APPLICANT SIGNATURE)
Public)

JASON A. NAGASSAR
(Print, Type, or Stamp Commissioned Name of Notary

Personally Known ☐ OR Produced Identification ☐

Type of I.D. Produced FLORIDA DRIVER'S LICENSE



[Signature]
(NOTARY PUBLIC SIGNATURE)

STATE OF FLORIDA, COUNTY OF BREVARD

Sworn and subscribed to before me this 14th day of MARCH, 20 25

Public Hearing Process Information.

It is the responsibility of the Applicant to read the Lien Reduction Application to its entirety. Please keep this sheet from your application for your records. At any time through this process you have any questions or concerns, please contact the Code Enforcement Division at 321-433-8508.

1. **Public hearing date and location.** All regularly scheduled hearings are held on the third Thursday of each month at 6:00pm in the Cocoa City Hall Council Chambers located at 65 Stone Street, Cocoa, Florida unless otherwise notified.
2. **Presence required at the public hearings.** The applicant or his/her representative must be present to answer any questions concerning the request. 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.
3. **Preparing for public hearing.** 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 applicant's request.
4. **Format of public hearing.** The public hearing before the Code Enforcement Board is quasi-judicial in nature. *State and local law strictly prohibits applicants and/or interested parties from participating in ex-parte communications with Board members in person, by phone, e-mail, or in writing before the application is considered at a public hearing.* Applicants are encouraged to review and copy the quasi-judicial rules and procedures used by the Code Enforcement Board before the public hearing date. A copy may be obtained from the City Clerk's Office.
5. **Exhibits at public hearing.** If photographs, documents, maps or other materials are provided to the Board as evidence at the public hearing, the applicant must provide a copy to the Recording Secretary, City Staff, and the Code Enforcement Board for examination. One copy of any exhibits and/or evidence shall be provided, by law those instruments automatically become part of the public records and cannot be returned to the applicant.
6. **Witnesses at public hearing.** For the purposes of making a decision on the application, the Board shall only consider testimony of qualified witnesses. A witness is determined by the Board 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.

Sec. 6-707. - Satisfaction or release of code enforcement lien. (NOTE: this is not the code section in its entirety)

- (b) **Application.** The application shall be executed under oath and sworn to in the presence of a notary public.
- (c) **Reimbursement to city for recording costs at time of application.** The violator shall submit, at the time of application, payment to the city in the amount necessary to reimburse the city for its costs associated with recording the order imposing a penalty or fine and the requested satisfaction or release of lien. These costs are non-refundable, without regard for the final disposition of the application for satisfaction or release of lien.
- (d) **Processing of application by Code Enforcement Manager or Chief of Police.** Upon receipt of the application for satisfaction or release of lien and payment provided above, the community development director shall confirm through the code enforcement department that the violation which resulted in the order imposing penalty or fine has been brought into compliance. If the violation has been brought into compliance and there is no current code violation upon the property in question, the community development director shall place the application upon the agenda of the next meeting of the code enforcement board.
- (e) **Code enforcement board hearing.** At the hearing before the code enforcement board, the board shall review and consider the application for satisfaction or release of lien, provide the violator with an opportunity to address the board regarding the application for satisfaction or release of lien, and to take the testimony of other interested parties, including but not limited to city staff.

Review and recommendation. Upon review of the application and any testimony presented, the code enforcement board shall recommend to the city council approval, approval with conditions, or denial of the application for satisfaction or release of lien.

The code enforcement board, in determining its recommendation, shall consider the following factors:

- (1) The gravity of the violation;
 - (2) The time in which it took the violator to come into compliance;
 - (3) The accrued amount of the code enforcement fine or lien;
 - (4) Any previous or subsequent code violations;
 - (5) Any financial hardship; and
 - (6) Any other mitigating circumstance which may warrant the reduction or satisfaction of the penalty or fine.
- (f) **Presentation to city council.** After a recommendation has been rendered by the code enforcement board, the community development director shall place the application for satisfaction or release of lien upon the agenda of the next regularly scheduled city council meeting. The city council may take action solely based upon the sworn application and recommendation of the code enforcement board; or it may, in its discretion, provide the violator with an opportunity to address the council in regard to the application for satisfaction or release of lien.
- City Council action. The city council may approve, approve with conditions, or deny the application to satisfy or release of lien. If the city council approves the application to satisfy or release the lien and the approval is conditioned upon the violator paying a reduced penalty, fine, or any other condition, the satisfaction or release of lien shall not be prepared or recorded until the condition(s) placed by the council have been satisfied.
- (g) **Compliance with city council conditions.** The violator shall have thirty (30) days in which to comply with the conditions imposed by the city council. Failure of the violator to comply will result in the automatic denial of the application for satisfaction or release of lien.
 - (h) **Effect of denial on application for subsequent lien reduction or forgiveness.** If the application is denied or if the application is automatically denied due to the failure of the violator to comply with the conditions imposed by the city council, the violator shall thereafter be barred from applying for a subsequent reduction or forgiveness of the lien for a period of one (1) year from the date of denial. During the one-year period, the lien may only be satisfied and released upon full payment of the fine or penalty imposed in accordance with this chapter.

(Ord. No. 16-06, § 2, 5-9-06)

CITY OF COCOA
CODE ENFORCEMENT
STAFF REPORT

Lien Reduction Request For **1050 W King St.**
Reference Case # **CE22-828**

The Code Enforcement Board held a public hearing on **May 18, 2023**, at which time the Board found the owner, **Floor Suppliers Inc.** in violation of the following:

- City Code, Chapter 6, Sec 6-900 (b) Accumulation of Trash & Litter
- City Code, Chapter 6, Sec 6-1003 (a) Exterior General Condition
- City Code, Chapter 6, Sec 6-900 (b5) Boarded Up Buildings
- City Code, Chapter 6, Sec 6-1003 (g) Roofs & Drainage

The Code Enforcement Board provided the owners sufficient time of **July 17, 2023**, to correct said violation(s). Therefore, consistent with the Code Enforcement Board's Order a Non-Compliance Hearing was held on **August 17, 2023**.

The lien ran at **\$100.00** per day from **July 17, 2023** until compliance was achieved on **March 13, 2025**. Code records show the case was closed leaving a fine of **\$60,520.00**. The property owner (**Floor Suppliers Inc.**) is requesting that the lien be reduced to the amount of **\$10,000.00**

Staff utilized the following factors in making its recommendation to reduce the lien:

- Whether the current owner owned the property at the time the violation(s) occurred; **Yes**
- Applicant resides at the property: **No**
- The number of violations related to the subject lien; **Four**
- Number of Inspections performed: **20**
- Property Taxes: **Taxes are paid through 2024**
- Other Liens: **Records show no outstanding liens on the property. No water liens**
- Property Inspection: **The property was inspected this morning, June 19, 2025, and was in-compliance before the Code Board Hearing. An inspection will also occur prior to the Council Meeting**

The current market value of the subject property; the current market value is **\$1,138,600.00** according to the Brevard County Property Appraiser as a **Retail Store**.

The staff's recommendation is that the fine / lien be reduced to **\$2,433.54** which is the cost of staff to prosecute this case. This reduction is based on the gravity of the violations, the length of time it took the property to come into compliance, and the total amount of the City's Cost.

**Cocoa Community Services
Code Enforcement Division
Affidavit for Cost Reimbursement of Code Enforcement Case**

Case#: CE22-828

Date: 06/19/2025

Floor Suppliers Inc.

Site Address: 1050 W King St.

Cocoa Code Enforcement has incurred actual costs, as defined in F.S.S 162.09 for cost by the City in Prosecuting this case.

A. Salaries of Code Enforcement staff. (Hourly rate: Officer-\$35.06, Coordinator-\$36.06, Manager-\$48.54, Chief-\$69.71 & City Attorney-\$150.00)

	Officer/Manager	# of Inspections	Hours	Rate	Total
1	Code Officer	20	0.75	\$35.06	\$525.90
2	Code Manager	4	0.75	\$48.54	\$145.62
3					
				Total A1	\$671.52

	Officer/Manager	Office Duties	Hours	Rate	Total
1	Code Officer	20	0.5	35.06	\$701.20
2	Code Manager	4	0.5	48.54	\$194.16
3					
				Total A2	\$895.36

	Supporting Staff	Duty	Hours	Rate	Total
1	Code Coordinator	Case Duties	6	\$36.06	\$216.36
2	City Attorney	Case Duties	3	\$150.00	\$450.00
3	Chief	Board Hearings	0	\$69.71	\$0.00
4					
5					
				Total A3	\$666.36

B. Expenditures - Actual expenses incurred during the process of the Code Case.

	Item	Quantity	Amount	Total
1	Documents per Sheet	350	\$0.35	\$122.50
2	Large Envelope	25	\$0.64	\$16.00
3	Standard Envelope	12	\$0.10	\$1.20
4	Color Photo Prints	20	\$0.55	\$11.00
5	Standard Mail	6	\$0.55	\$3.30
6	Certified Mail	5	\$5.26	\$26.30
7	Recording Fees	2	\$10.00	\$20.00
8				
9				
			Total B	\$200.30

C. Total Amount of Cost (A1+A2+A3+B):

\$2,433.54

CODE ENFORCEMENT BOARD
CITY OF COCOA, FLORIDA
CASE NO. 22-828
8/17/2023

CFN 2023187110, OR BK 9877 PAGE 747,
Recorded 08/31/2023 at 03:11 PM, Rachel M. Sadoff,
Clerk of Courts, Brevard County
Pgs:1

THE CITY OF COCOA
A Florida Municipal Corporation

Complainant,

vs.

FLOOR SUPPLIERS INC, THE
Owners of the Property located at:
1050 W KING ST
Cocoa FL 32922

Parcel ID: 24-36-32-04-*-2.02

Respondent,
_____ /

ORDER IMPOSING ADMINISTRATIVE FINE/LIEN

THIS CAUSE, having come for consideration, after being duly noticed, before the Code Enforcement Board of the City of Cocoa, Florida, on 8/17/2023 to determine whether any violations of the City of Cocoa Code of Ordinances existed on the property. The Board, having heard the arguments of the parties and the evidence presented and having reviewed the record and being otherwise fully advised, issued the Findings of Fact, Conclusions of Law and Order. The Order required the Respondent to come into compliance by 7/17/2023

At a duly noticed Compliance Hearing of Code Enforcement Board the Respondent was found in non-compliance of the Board Order. It is hereby Ordered that the City of Cocoa shall impose a fine in the amount of **\$100.00** per day until the violation is corrected and full compliance is confirmed by the Code Enforcement Officer.

This Order shall be recorded in the public records for Brevard County, Florida, which shall serve as a lien against and upon any real or personal property owned by the Respondent pursuant to Section 162.08 and 162.09, Florida Statutes.

DONE AND ORDERED at Cocoa, Florida, this 17, day of August, 2023

CODE ENFORCEMENT BOARD OF THE CITY OF COCOA, FLORIDA



Lloyd Roberts, Chairman

COCOA CITY
65 STONE ST

COCOA, FL 32922-7807

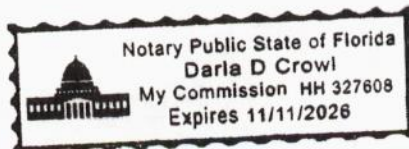


CERTIFICATION:
State of Florida, County of Brevard

I hereby certify that this is an Original Copy of the Order of the Code Enforcement Board that was acknowledged before me this 17 day of August, 2023, by Lloyd Roberts, Chairman of the City of Cocoa Code Enforcement Board.



Notary Public Signature



1050 King St.

**CODE ENFORCEMENT BOARD
CITY OF COCOA, FLORIDA
CASE NO. 22-0828**

THE CITY OF COCOA

A Florida Municipal Corporation,
Complainant,

vs.

FLOOR SUPPLIERS INC, THE
Owners of the Property located at:
1050 W KING ST
Cocoa, FL 32922
Parcel ID: 24-36-32-04-*-2.02

Respondent,

FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER

THIS CAUSE, having come for consideration, after being duly noticed, before the Code Enforcement Board of the City of Cocoa, Florida, on May 18, 2023 to determine whether any violations of the City of Cocoa Code of Ordinances exist or existed on the property. The Board, having heard the arguments of the parties and the evidence presented and having reviewed the record and being otherwise fully advised, makes the following Findings of Fact, Conclusions of Law and Order as set forth herein.

Findings of Fact and Conclusions of Law

Based upon the evidence and testimony presented at this hearing, the Code Enforcement Board finds: That a code enforcement officer of the City of Cocoa determined the Subject Property was in violation of:

- ☒ II. *Accum. Of Trash and Litter Ch 6 Sec. 6-900 (b)(1)a-d*
- ☒ IX. *Exterior General Condition Ch 6 Sec. 6-1003 (a)*
- ☒ IV. *Boarded Up Buildings Ch. 6 Sec. 6-900 (b)(5)*
- ☒ XXIX. *Roofs & Drainage, Ch 6 Sec. 6-1003 (g)*

of the City Code, and issued a Notice of Violation to Respondent giving a reasonable time to correct the violation(s).

1. That Respondent failed to correct such violation(s) within the reasonable time period provided in the Notice of Violation. Pursuant to section 162.06, Florida Statutes, this hearing was scheduled. Proper written notice of this hearing was given to Respondent.

2. That based on the testimony and evidence presented, including Staff's presentation, the Board finds Respondent is in violation of the following violations of the City Code:

- ☒ II. Accum. Of Trash and Litter Ch 6 Sec. 6-900 (b)(1)a-d
- ☒ IX. Exterior General Condition Ch 6 Sec. 6-1003 (a)
- ☒ IV. Boarded Up Buildings Ch. 6 Sec. 6-900 (b)(5)
- ☒ XXIX. Roofs & Drainage, Ch 6 Sec. 6-1003 (g)

Order

BASED UPON THE FOREGOING FACTS AND CONCLUSIONS OF LAW, IT IS HEREBY ORDERED:

1. Respondent shall be given until July 17, 2023 to correct all violations set forth herein on the property.

2. If Respondent fails to correct all cited violations within the time period set forth herein, the Code Enforcement Officer shall schedule this Case to appear for a compliance hearing before the Code Enforcement Board at a date to be determined, where the sole issue to be considered is whether compliance has been achieved on all violations. Respondent will be given an opportunity to appear and present evidence regarding compliance.

3. Upon a finding by the Code Enforcement Board that the property was not brought into compliance by the date set forth in this Order, a fine in the amount of **\$100.00** per day may be imposed for each and every day any of the violations continue past the above-stated date ordered for compliance by the Board and the daily fines shall continue to run until the violation is corrected and full compliance is confirmed by the Code Enforcement Officer. Respondent shall be responsible to immediately notify the Code Enforcement Officer if the property has been brought into compliance.

4. If the Board finds Respondent failed to comply with all violations by the date set forth herein, an Order Imposing Fine shall be entered and a certified copy of said Order may be recorded in the public records of Brevard County, Florida, which shall serve as a lien against the property.

Once the violations have been corrected, any of the same violations by Respondent within five years may constitute a repeat violation where the Board may impose a fine of up to \$500.00 per day for each day the violation exists beginning the day the repeat violation is first observed by the Code Enforcement Officer.

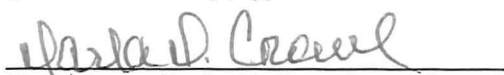
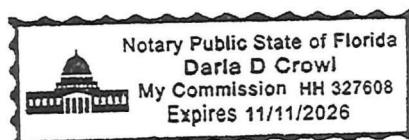
DONE AND ORDERED THIS 18 DAY OF May, 2023.

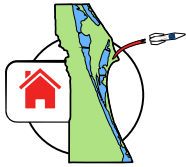
CODE ENFORCEMENT BOARD OF THE
CITY OF COCOA, FLORIDA



Chairman, Code Enforcement Board

I CERTIFY THAT A COPY OF THIS ORDER was furnished to Respondent(s) at FLOOR SUPPLIERS INC, THE, whose mailing address is 7070 INDUSTRIAL RD WEST MELBOURNE FL 32904 this 18 day of May, 2023 via ___hand delivery/___certified mail/___U.S. mail/___posting (mark all that apply).


Secretary, Code Enforcement Board

**REAL PROPERTY DETAILS**
Account 2443751 - Roll Year 2024

Owners	FLOOR SUPPLIERS INC, THE
Mailing Address	7070 INDUSTRIAL RD WEST MELBOURNE FL 32904
Site Address	1050 W KING ST COCOA FL 32922
Parcel ID	24-36-32-04*-2.02
Taxing District	23D0 - COCOA
Exemptions	NONE
Property Use	1100 - RETAIL STORE - 1 UNIT
Total Acres	0.98
Site Code	0310 - STATE ROAD 520
Plat Book/Page	0008/0043
Subdivision	VIRGINIA PARK RESUBD
Land Description	VIRGINIA PARK RESUBD PART OF TRACT 2 AS DESC IN ORB 3459 PG 1404

**VALUE SUMMARY**

Category	2024	2023	2022
Market Value	\$1,138,600	\$802,000	\$704,560
Agricultural Land Value	\$0	\$0	\$0
Assessed Value Non-School	\$852,510	\$775,010	\$704,560
Assessed Value School	\$1,138,600	\$802,000	\$704,560
Homestead Exemption	\$0	\$0	\$0
Additional Homestead	\$0	\$0	\$0
Other Exemptions	\$0	\$0	\$0
Taxable Value Non-School	\$852,510	\$775,010	\$704,560
Taxable Value School	\$1,138,600	\$802,000	\$704,560

SALES / TRANSFERS

Date	Price	Type	Instrument
02/14/2014	\$450,000	WD	7080/0773
04/12/2005	\$620,000	WD	5454/1670
03/12/2004	--	QC	5302/1670
06/26/2003	--	QC	5045/1052
12/01/1994	--	QC	3459/1404

BUILDINGS**PROPERTY DATA CARD #1****Building Use:** 1100 - RETAIL STORE - 1 UNIT

Materials		Details	
Exterior Wall:	PAINTED EXTERIOR , STUCCO	Year Built	1956
Frame:	MASNRYCONC	Story Height	13
Roof:	ENAMEL METAL	Floors	1
Roof Structure:	BAR JOIST RIGID	Residential Units	
		Commercial Units	1
Sub-Areas		Extra Features	
Base Area (1st)	12,519	Paving - Asphalt	15,226
Open Porch	811	Paving - Concrete	544
Total Base Area	12,519		
Total Sub Area	13,330		

PROPERTY DATA CARD #2**Building Use:** 4800 - WAREHOUSING, DISTRIBUTION AND TRUCKING TERMINAL, VAN & STORAGE WAREHOUSING

Materials		Details	
Exterior Wall:	ENAMEL STEEL , STUCCO	Year Built	1978
Frame:	METALFRAME , MASNRYCONC	Story Height	16
Roof:	ENAMEL METAL , ASPH/ASB SHNGL	Floors	1
Roof Structure:	STEEL TRUSS RIGID , WOOD TRUSS	Residential Units	
		Commercial Units	1
Sub-Areas		Extra Features	
Base Area (1st)	7,648	Covered Patio	25
Open Porch	25		

Sub-Areas	
Total Base Area	7,648
Total Sub Area	7,673

CITY COUNCIL AGENDA ITEM

Memo Date: June 24, 2025
Agenda Date: July 8, 2025
File ID: 2025-587
Prepared By: Thomas Wilkinson, Code Enforcement Manager
Through: Charlene Neuterman, Community Services Director
Requested Action: The staff's recommendation is that the lien be reduced to the amount of **\$1,819.99**, which is the city's cost of staff to prosecute this case.

BACKGROUND:

Lien Reduction Request For **1001 N. Indian River Dr.**
Reference Case # **1001 N. Indian River Dr.**

The Code Enforcement Board held a public hearing on **May 16, 2019**, at which time the Board found the owner, **Patrica Ahneman**, in violation of the following

- City Code, XXII. Permit Required App. A Article XV Sec. 2(a) (Screen enclosure)
- City Code, Chapter 6, Sec. 6–1002 (a) Pools and spas (clean and sanitary condition)
- City Code, XXIII. Permit Required App Art. XIII sec 5 (c) (Fences)

Records show permits were applied for and obtained on the following dates:

- Fence 8/23/19
- Screen enclosure 9/11/19
- Roof 8/21/18

The Code Enforcement Board provided the owners with sufficient time of **June 16, 2019**, to correct said violation(s). Therefore, consistent with the Code Enforcement Board's Order, a Non-Compliance Hearing was held on **September 19, 2019**.

The lien ran at **\$75.00** per day from **June 16, 2019**, until compliance was achieved on **December 6, 2024**. Code records show the case was closed, leaving a fine of **\$149,945.00**.

The property owner (**Patrica Ahneman**) is requesting that the lien be reduced to the amount of **Zero**.

- Staff utilized the following factors in making their recommendations to reduce the lien:
- Whether the current owner owned the property at the time the violation(s)

occurred;

- **Yes** Applicant resides at the property: **yes**
- The number of violations related to the subject lien; **three**
- Number of inspections performed: **10**
- Property Taxes: **Taxes are paid through 2024**
- Other Liens: **Records show no outstanding liens on the property; no water liens.**
- Property Inspection: **The property was inspected this morning, June 19, 2025, and was in-compliance before the Code Board Hearing. An inspection will also occur prior to the Council Meeting.**
- **\$1,819.99** is the city's cost of staff to prosecute this case.

The current market value of the subject property; the current market value is **\$750,030** according to the Brevard County Property Appraiser as a **Single Family Residence**.

The Code Enforcement Board held a public hearing on **June 19, 2025**, at which time the Board recommended the lien be reduced to the amount of zero. The staff's recommendation is that the lien be reduced to the amount of **\$1,819.99**, which is the city's cost of staff to prosecute this case.

PRIORITY AREA CONNECTION:

Public Safety/Community Standards

BUDGETARY IMPACT:

PREVIOUS ACTION:

The Code Enforcement Board held a public hearing on **June 19, 2025**, at which time the Board recommended the lien be reduced to the amount of zero.

RECOMMENDED MOTION:

The staff's recommendation is that the lien be reduced to the amount of **\$1,819.99**, which is the city's cost of staff to prosecute this case.



Application # CE - 18 - 651

LIEN REDUCTION APPLICATION

Cocoa Police Department
Code Enforcement Division
1226 W King Street
Cocoa, Florida 32922
Phone; (321) 433-8508

This application must be completed entirely. The property must be in compliance per the City Code Section 6-707(d), if the property does not meet the guidelines of the City Code the Lien Reduction Application will not be scheduled for a hearing before the Code Enforcement Board.

This form is divided into steps which will help you prepare your request, provide the necessary information, and prepare for the Code Enforcement Board and City Council hearing.

For Office Use Only - Date Received

1/31/25

Stamp Only When Application is Fully Complete

Please TYPE or PRINT this application neatly.

1. Date: 15 JANUARY 2025

2. Applicant Information: * NOTE: Applicant is the main contact, who must attend the meeting.

Company (if applicable): _____

Name: PATRICIA M. AHNEMAN JR.

Mailing Address: 1001 N. INDIAN RIVER DRIVE

City: COCOA State: FL Zip Code: 32922

Phone #: _____ Fax #: _____

Mobile #: 901.827.88.93 E-mail: PARKER52843@MYPACKS.NET

3. Property Owner Information:

* Check here if same as Applicant → ☒

* If more than one owner, attach additional sheet with names and addresses.

Company (if applicable): _____

Name: NEAL DONOHUE

Mailing Address: 1001 N. INDIAN RIVER DRIVE

City: COCOA State: FL Zip Code: 32922

Phone #: _____ Fax #: _____

Mobile #: 901.751.07.51 E-mail: BLUEST26541@MYPACKS.NET

4. Information for property on which lien occurs:

Street Address and Location: 1001 N. INDIAN RIVER DRIVE, COCOA, FL 32922

Parcel ID:

24-36-28-BP-000000000000

001500

Tax Account Number:

2420979

Existing Use(s) on Property: RESIDENTIAL

Proposed Use(s) on Property: RESIDENTIAL

(If residential – (circle one) owner occupied or rental), if rental does property owner anticipate accepting any state or federal rental subsidies?

Nature of Violation(s): NON-COMPLIANCE

Date Fine or Lien Imposed: 23 AUG 2019
per day

Amount of Fine: 75.⁰⁰ / DAY

Have the violation(s) on the subject property been corrected: (Yes) No (Circle one)

Date upon which the subject property was brought into compliance: 2018

5. Please provide the following information:

Code enforcement case number: CE-18-651

Were you the property owner at the time the lien was imposed? (Yes) / No (Circle one) If so, how many days did it take from the board order to the date compliance was achieved? NEXT DAY

If you were not the property at the time the violation occurred, were you aware of the lien when you purchased the property? Yes / No / NA (Circle one) If the property was not in compliance at the time you purchased the property how many days from the time of purchase did it take for you to come into compliance? _____

Did you receive the Notice of Violation issued by the Code Enforcement Division: (Yes) / No (Circle one)

Did you receive the Finding of Facts issued by the Code Enforcement Board: Yes / (No) (Circle one)

The factual basis upon which the application for reduction of the lien should be granted:

WE PULLED PERMITS THROUGH THE COMPANY ACCOMPLISHING THE WORK
THE ROOF PULLED A PERMIT AND A FINAL INSPECTION WAS ACCOMPLISHED
20 AUG 2018. THE HVAC PERMIT WAS PULLED AND WAS TO HAVE
A FINAL INSPECTION 13 JULY 2017. THE INSPECTION OF THE FENCE
WAS ACCOMPLISHED AND - WE HAD MOVED THE FENCE BACK THE REQUIRED ONE HALF INCH, WE WERE TOLD WE
PASSED.

The reasons, if any, compliance was not obtained prior to the order of penalty or fine being recorded:

IT TOOK THE CITY OVER SIX MONTHS TO APPROVE THE FENCE PERMIT.
THEY WOULD NOT RETURN TELEPHONE CALLS, THE BUILDING DEPARTMENT
LOST THE PAPERWORK. WE NEEDED TO REAPPLY. WE WERE PLACED
AFTER ALL THE HURRICANE APPLICANTS.

Amount you are requesting that the lien be reduced to: ZERO (0)

Please provide any other information deemed pertinent to this request, including but not limited to the circumstances that exist which would warrant the reduction or forgiveness of the penalty or fine. Include documentation of any financial investment made to physically improve the property:

IT TOOK THE CITY OVER SIX MONTHS TO APPROVE THE FENCE PERMIT.
THEY WOULD NOT RETURN TELEPHONE CALLS. THE BUILDING DEPARTMENT
LOST THE PAPERWORK. WE NEEDED TO REAPPLY. WE WERE PLACED AFTER
ALL THE HURRICANE APPLICANTS.

Are there any other properties within the jurisdictional limits of the City of Cocoa owned by the applicant and/or owners of the subject property on which code violations have been alleged, of which the case is still active, or a Finding of Facts has been entered by the Code Enforcement Board, if so please provide the address, the nature of violation and the status of such:

NONE

6. Please submit the following items in order complete the application:

- a. ☒ **Notarized application.**
- b. ☐ **Reimbursement to City for recording costs at time of application.** Pursuant to Section 6-707(c), Code of the City of Cocoa, at the time of application, payment to the city in the amount necessary to reimburse the City for its costs associated with processing and recording the order imposing a penalty or fine and the requested satisfaction or release of lien. Please make checks payable to the 'City of Cocoa' and submit payment ONLY to the Community Services Department. Please note that these costs are non-refundable without regard for the final disposition of the application for satisfaction or release of lien. **The application fee is \$20.00 and will need to be paid at the time the application is submitted.**
- c. ☐ **Letter of authorization.** If the applicant is not the property owner, a notarized letter of authorization or agent affidavit is required, unless the applicant is the Attorney of the owner. Each property owner must complete a separate authorization form or other suitable documentation to allow the agent to act upon his/her behalf.
- d. ☐ **Corporate documents.** If the applicant/owner is representing a company, articles of incorporation which show the applicant/owner is authorized to represent the company is required. A data record printout from the Florida Department of State, Division of Corporations website may also be provided (<http://www.sunbiz.org/corpweb/inquiry/search.html>).
- e. ☐ **Additional information (optional).** Submit any information that may be helpful in understanding the request. This may include photos, sketches, elevations, or letters from adjoining property owners.

7. Application Filing Procedure. This application, together with all required exhibits and attachments, shall be completed and filed with the Code Enforcement Division by the third Friday of each month at 5:00 pm in order to be scheduled for public hearing for the following month.

8. **Procedure per City Code.** Section 6-707 states the City Lien Reduction rules and procedures for applying for a reduction. It is the applicant's responsibility to read and understand the rules and procedures that are located on page 6 of the Lien Reduction Application
9. **Board Action.** An Inspection of the property must be performed to be scheduled at the Code Board. Following a presentation by staff and testimony offered by the applicant, the Code Enforcement Board will formulate a recommendation to City Council.
10. **City Council Action.** An Inspection of the property must be performed to be scheduled before council. Following the Code Enforcement Board making a recommendation to the City Council, staff will schedule the item for the next available City Council regular meeting.
11. **Inspections.** I agree to allow Code Enforcement to inspect my property and give consent to walk the property before proceeding with this reduction ☒ YES ☐ NO

Signature below will also show that consent to inspect was given by the property owner or representative.

12. Signatures and Notarization.

STATE OF Colorado COUNTY OF Arapahoe. I, PATRICIA M. ANDERSON JR.
being first duly sworn, depose and say that:

- ☒ I am the applicant, or if corporation, I am the officer of the corporation authorized to act on this request.
- ☐ I am the legal representative of the applicant of this application and a notarized Letter of Authorization form or agent affidavit accompanies this application giving written, unless the applicant is the Attorney representing the owner.

I hereby certify that I have read, completed and understand this Application and understand that if my application and all associated attachments are not complete and accurate in all respects, the application will not be scheduled for a public hearing. I further understand that this application must be complete and accurate prior to the advertising of a public hearing.

[Signature]
(APPLICANT SIGNATURE)
Public)

Kody Edward Wright
(Print, Type, or Stamp Commissioned Name of Notary)

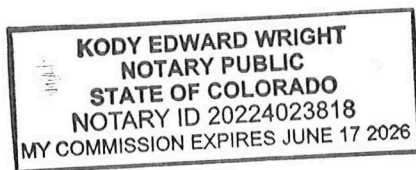
Personally Known ☐ OR Produced Identification ☒

Type of I.D. Produced drivers license

[Signature]
(NOTARY PUBLIC SIGNATURE)

STATE OF FLORIDA, COUNTY OF BREVARD

Sworn and subscribed to before me this 30th day of January, 20 25



Public Hearing Process Information.

It is the responsibility of the Applicant to read the Lien Reduction Application to its entirety. Please keep this sheet from your application for your records. At any time through this process you have any questions or concerns, please contact the Code Enforcement Division at 321-433-8508.

1. **Public hearing date and location.** All regularly scheduled hearings are held on the third Thursday of each month at 6:00pm in the Cocoa City Hall Council Chambers located at 65 Stone Street, Cocoa, Florida unless otherwise notified.
2. **Presence required at the public hearings.** The applicant or his/her representative must be present to answer any questions concerning the request. 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.
3. **Preparing for public hearing.** 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 applicant's request.
4. **Format of public hearing.** The public hearing before the Code Enforcement Board is quasi-judicial in nature. *State and local law strictly prohibits applicants and/or interested parties from participating in ex-parte communications with Board members in person, by phone, e-mail, or in writing before the application is considered at a public hearing.* Applicants are encouraged to review and copy the quasi-judicial rules and procedures used by the Code Enforcement Board before the public hearing date. A copy may be obtained from the City Clerk's Office.
5. **Exhibits at public hearing.** If photographs, documents, maps or other materials are provided to the Board as evidence at the public hearing, the applicant must provide a copy to the Recording Secretary, City Staff, and the Code Enforcement Board for examination. One copy of any exhibits and/or evidence shall be provided, by law those instruments automatically become part of the public records and cannot be returned to the applicant.
6. **Witnesses at public hearing.** For the purposes of making a decision on the application, the Board shall only consider testimony of qualified witnesses. A witness is determined by the Board 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.

Sec. 6-707. - Satisfaction or release of code enforcement lien. (NOTE: this is not the code section in its entirety)

- (b) **Application.** The application shall be executed under oath and sworn to in the presence of a notary public.
- (c) **Reimbursement to city for recording costs at time of application.** The violator shall submit, at the time of application, payment to the city in the amount necessary to reimburse the city for its costs associated with recording the order imposing a penalty or fine and the requested satisfaction or release of lien. These costs are non-refundable, without regard for the final disposition of the application for satisfaction or release of lien.
- (d) **Processing of application by Code Enforcement Manager or Chief of Police.** Upon receipt of the application for satisfaction or release of lien and payment provided above, the community development director shall confirm through the code enforcement department that the violation which resulted in the order imposing penalty or fine has been brought into compliance. If the violation has been brought into compliance and there is no current code violation upon the property in question, the community development director shall place the application upon the agenda of the next meeting of the code enforcement board.
- (e) **Code enforcement board hearing.** At the hearing before the code enforcement board, the board shall review and consider the application for satisfaction or release of lien, provide the violator with an opportunity to address the board regarding the application for satisfaction or release of lien, and to take the testimony of other interested parties, including but not limited to city staff.

Review and recommendation. Upon review of the application and any testimony presented, the code enforcement board shall recommend to the city council approval, approval with conditions, or denial of the application for satisfaction or release of lien.

The code enforcement board, in determining its recommendation, shall consider the following factors:

- (1) The gravity of the violation;
 - (2) The time in which it took the violator to come into compliance;
 - (3) The accrued amount of the code enforcement fine or lien;
 - (4) Any previous or subsequent code violations;
 - (5) Any financial hardship; and
 - (6) Any other mitigating circumstance which may warrant the reduction or satisfaction of the penalty or fine.
- (f) **Presentation to city council.** After a recommendation has been rendered by the code enforcement board, the community development director shall place the application for satisfaction or release of lien upon the agenda of the next regularly scheduled city council meeting. The city council may take action solely based upon the sworn application and recommendation of the code enforcement board; or it may, in its discretion, provide the violator with an opportunity to address the council in regard to the application for satisfaction or release of lien.
- City Council action. The city council may approve, approve with conditions, or deny the application to satisfy or release of lien. If the city council approves the application to satisfy or release the lien and the approval is conditioned upon the violator paying a reduced penalty, fine, or any other condition, the satisfaction or release of lien shall not be prepared or recorded until the condition(s) placed by the council have been satisfied.
- (g) **Compliance with city council conditions.** The violator shall have thirty (30) days in which to comply with the conditions imposed by the city council. Failure of the violator to comply will result in the automatic denial of the application for satisfaction or release of lien.
 - (h) **Effect of denial on application for subsequent lien reduction or forgiveness.** If the application is denied or if the application is automatically denied due to the failure of the violator to comply with the conditions imposed by the city council, the violator shall thereafter be barred from applying for a subsequent reduction or forgiveness of the lien for a period of one (1) year from the date of denial. During the one-year period, the lien may only be satisfied and released upon full payment of the fine or penalty imposed in accordance with this chapter.

(Ord. No. 16-06, § 2, 5-9-06)

CITY OF COCOA
CODE ENFORCEMENT
STAFF REPORT

Lien Reduction Request For **1001 N. Indian River Dr.**
Reference Case # **CE18-651**

The Code Enforcement Board held a public hearing on **May 16, 2019**, at which time the Board found the owner, **Patrica Ahneman** in violation of the following:

- City Code, XXII. Permit Required App. A Article XV Sec. 2(a)
- City Code, Chapter 6, Sec 6-1002 (a) Pools and spas
- City Code, XXIII. Permit Required (Fences) App Art. XIII sec 5 (c)

The Code Enforcement Board provided the owners with sufficient time of **June 16, 2019**, to correct said violation(s). Therefore, consistent with the Code Enforcement Board's Order a Non-Compliance Hearing was held on **September 19, 2019**.

The lien ran at **\$75.00** per day from **June 16, 2019** until compliance was achieved on **December 6, 2024**. Code records show the case was closed leaving a fine of **\$149,945.00**. The property owner (**Patrica Ahneman**) is requesting that the lien be reduced to the amount of **Zero**.

Staff utilized the following factors in making their recommendations to reduce the lien:

- Whether the current owner owned the property at the time the violation(s) occurred; **Yes**
- Applicant resides at the property: **yes**
- The number of violations related to the subject lien; **Three**
- Number of Inspections performed: **10**
- Property Taxes: **Taxes are paid through 2024**
- Other Liens: **Records show no outstanding liens on the property. No water liens**
- Property Inspection: **The property was inspected this morning, June 19, 2025, and was in-compliance before the Code Board Hearing. An inspection will also occur prior to the Council Meeting**
- **\$1,819.99** is the city cost of staff to prosecute this case.

The current market value of the subject property; the current market value is **\$750,030** according to the Brevard County Property Appraiser as a **Single Family Residence**.

The staff's recommendation is that the lien be reduced to the amount of zero, per the applicant's request.

**Cocoa Community Services
Code Enforcement Division
Affidavit for Cost Reimbursement of Code Enforcement Case**

Case#: CE18-651

Date: 06/19/2025

Patricia Ahneman

Site Address: 1001 N Indian River Dr.

Cocoa Code Enforcement has incurred actual costs, as defined in F.S.S 162.09 for cost by the City in Prosecuting this case.

A. Salaries of Code Enforcement staff. (Hourly rate: Officer-\$35.06, Coordinator-\$36.06, Manager-\$48.54, Chief-\$69.71 & City Attorney-\$150.00)

	Officer/Manager	# of Inspections	Hours	Rate	Total
1	Code Officer	10	0.75	\$35.06	\$262.95
2	Code Manager	4	0.75	\$48.54	\$145.62
3					
				Total A1	\$408.57

	Officer/Manager	Office Duties	Hours	Rate	Total
1	Code Officer	10	0.5	35.06	\$350.60
2	Code Manager	4	0.5	48.54	\$194.16
3					
				Total A2	\$544.76

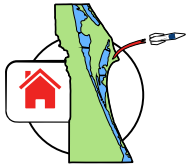
	Supporting Staff	Duty	Hours	Rate	Total
1	Code Coordinator	Case Duties	6	\$36.06	\$216.36
2	City Attorney	Case Duties	3	\$150.00	\$450.00
3	Chief	Board Hearings	0	\$69.71	\$0.00
4					
5					
				Total A3	\$666.36

B. Expenditures - Actual expenses incurred during the process of the Code Case.

	Item	Quantity	Amount	Total
1	Documents per Sheet	350	\$0.35	\$122.50
2	Large Envelope	25	\$0.64	\$16.00
3	Standard Envelope	12	\$0.10	\$1.20
4	Color Photo Prints	20	\$0.55	\$11.00
5	Standard Mail	6	\$0.55	\$3.30
6	Certified Mail	5	\$5.26	\$26.30
7	Recording Fees	2	\$10.00	\$20.00
8				
9				
			Total B	\$200.30

C. Total Amount of Cost (A1+A2+A3+B):

\$1,819.99

**REAL PROPERTY DETAILS**

Account 2420979 - Roll Year 2024

Owners	DONOHUE, NEAL D; AHNEMAN, PATRICIA M JR
Mailing Address	1001 INDIAN RIVER DR N COCOA FL 32922
Site Address	1001 N INDIAN RIVER DR COCOA FL 32922
Parcel ID	24-36-28-BP-*-15
Taxing District	23D0 - COCOA
Exemptions	HEX1 - HOMESTEAD FIRST HEX2 - HOMESTEAD ADDITIONAL
Property Use	0110 - SINGLE FAMILY RESIDENCE
Total Acres	0.68
Site Code	0114 - RIVER ACCESS
Plat Book/Page	0008/0047
Subdivision	CRESTVIEW
Land Description	CRESTVIEW LOT 15 & WATER LOT 15 EX ORB 1487 PG 1032, RD R/W

**VALUE SUMMARY**

Category	2024	2023	2022
Market Value	\$750,030	\$741,860	\$651,540
Agricultural Land Value	\$0	\$0	\$0
Assessed Value Non-School	\$502,360	\$487,730	\$473,530
Assessed Value School	\$502,360	\$487,730	\$473,530
Homestead Exemption	\$25,000	\$25,000	\$25,000
Additional Homestead	\$25,000	\$25,000	\$25,000
Other Exemptions	\$0	\$0	\$0
Taxable Value Non-School	\$452,360	\$437,730	\$423,530
Taxable Value School	\$477,360	\$462,730	\$448,530

SALES / TRANSFERS

Date	Price	Type	Instrument
02/28/1997	\$255,000	WD	3652/2885
02/28/1991	\$240,000	WD	3107/1516
09/29/1988	\$175,000	WD	2947/1790
06/16/1983	\$140,000	PR	2436/1902

BUILDINGS**PROPERTY DATA CARD #1****Building Use:** 0110 - SINGLE FAMILY RESIDENCE

Materials		Details	
Exterior Wall:	STUCCO	Year Built	1952
Frame:	MASNRYCONC	Story Height	8
Roof:	ASPH/ASB SHNGL	Floors	1
Roof Structure:	HIP/GABLE	Residential Units	1
		Commercial Units	0
Sub-Areas		Extra Features	
Base Area (1st)	3,312	Spa - Residential Attached	1
Open Porch	74	Pool - Residential	1
Total Base Area	3,312	Pool Deck	791
Total Sub Area	3,386	Fireplace	1
		All Screen - 1 Story	1,226

**CODE ENFORCEMENT BOARD
CITY OF COCOA, FLORIDA
CASE NO. 18-651**

THE CITY OF COCOA

A Florida Municipal Corporation,
Complainant,

vs.

Donohue, Neal D; Ahneman, Patricia M Jr
Owners of the Property located at:
1001 N Indian River Dr
Cocoa, FL 32922

Parcel ID: 24-36-28-BP-*-15

Respondent,

_____ /

FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER

THIS CAUSE, having come for consideration, after being duly noticed, before the Code Enforcement Board of the City of Cocoa, Florida, on May 16, 2019 to determine whether any violations of the City of Cocoa Code of Ordinances exist or existed on the property. The Board, having heard the arguments of the parties and the evidence presented and having reviewed the record and being otherwise fully advised, makes the following Findings of Fact, Conclusions of Law and Order as set forth herein.

Findings of Fact and Conclusions of Law

Based upon the evidence and testimony presented at this hearing, the Code Enforcement Board finds: That a code enforcement officer of the City of Cocoa determined the Subject Property was in violation of: XXII.Permit Required App A Art. XV Sec 2 (a), XXIV.Pools and Spas Ch 6 Sec. 6-1002 (a) and XXIII.Permit Required (fences) App A Art. XIII Sec 5 (c), of the City Code, and issued a Notice of Violation to Respondent giving a reasonable time to correct the violation(s).

1. That Respondent failed to correct such violation(s) within the reasonable time period provided in the Notice of Violation. Pursuant to section 162.06, Florida Statutes, this hearing was scheduled. Proper written notice of this hearing was given to Respondent.

2. That based on the testimony and evidence presented, including Staff's presentation, the Board finds Respondent is in violation of the following: XXII.Permit Required App A Art. XV Sec 2 (a), XXIV.Pools and Spas Ch 6 Sec. 6-1002 (a) and XXIII.Permit Required (fences) App A Art. XIII Sec 5 (c), of the City Code.

CASE NO: 18-651

Order

BASED UPON THE FOREGOING FACTS AND CONCLUSIONS OF LAW, IT IS HEREBY ORDERED:

1. Respondent shall be given until June 16, 2019 to correct all violations set forth herein on the property.

2. If Respondent fails to correct all cited violations within the time period set forth herein, the Code Enforcement Officer shall schedule this Case to appear for a compliance hearing before the Code Enforcement Board at a date to be determined, where the sole issue to be considered is whether compliance has been achieved on all violations. Respondent will be given an opportunity to appear and present evidence regarding compliance.

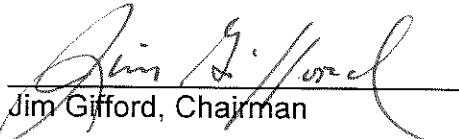
3. Upon a finding by the Code Enforcement Board that the property was not brought into compliance by the date set forth in this Order, a fine in the amount of seventy-five dollars (\$75.00) per day may be imposed for each and every day any of the violations continue past the above-stated date ordered for compliance by the Board and the daily fines shall continue to run until the violation is corrected and full compliance is confirmed by the Code Enforcement Officer. Respondent shall be responsible to immediately notify the Code Enforcement Officer if the property has been brought into compliance.

4. If the Board finds Respondent failed to comply with all violations by the date set forth herein, an Order Imposing Fine shall be entered and a certified copy of said Order may be recorded in the public records of Brevard County, Florida, which shall serve as a lien against the property.

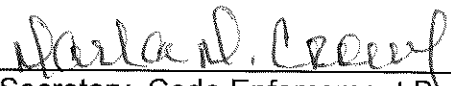
Once the violations have been corrected, any of the same violations by Respondent within five years may constitute a repeat violation where the Board may impose a fine of up to \$500.00 per day for each day the violation exists beginning the day the repeat violation is first observed by the Code Enforcement Officer.

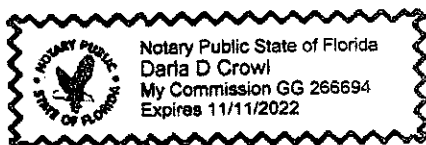
DONE AND ORDERED THIS 16 DAY OF May, 2019.

CODE ENFORCEMENT BOARD OF THE
CITY OF COCOA, FLORIDA


Jim Gifford, Chairman

I CERTIFY THAT A COPY OF THIS ORDER was furnished to Respondent(s) at Donohue, Neal D; Ahneman, Patricia M Jr, whose mailing address is 1001 Indian River Dr N Cocoa FL 32922 this 16 day of May, 2019 via hand delivery/ certified mail/ U.S. mail/ posting (mark all that apply).


Secretary, Code Enforcement Board



CODE ENFORCEMENT BOARD
CITY OF COCOA, FLORIDA
CASE NO. 18-651
9/19/2019

THE CITY OF COCOA
A Florida Municipal Corporation

Complainant,

vs.

Donohue, Neal D; Ahneman, Patricia M Jr
Owners of the Property located at:
1001 N Indian River Dr
Cocoa FL 32922

Parcel ID: 24-36-28-BP-*-15

Respondent,

CFN 2019234708, OR BK 8573 PAGE 1222,
Recorded 10/28/2019 at 12:05 PM, Scott Ellis, Clerk of
Courts, Brevard County
Pgs:1

ORDER IMPOSING ADMINISTRATIVE FINE/LIEN

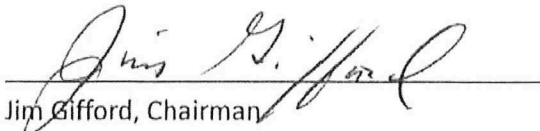
THIS CAUSE, having come for consideration, after being duly noticed, before the Code Enforcement Board of the City of Cocoa, Florida, on 9/19/2019 to determine whether any violations of the City of Cocoa Code of Ordinances existed on the property. The Board, having heard the arguments of the parties and the evidence presented and having reviewed the record and being otherwise fully advised, issued the Findings of Fact, Conclusions of Law and Order. The Order required the Respondent to come into compliance by 6/16/2019

At a duly noticed Compliance Hearing of Code Enforcement Board the Respondent was found in non-compliance of the Board Order. It is hereby Ordered that the City of Cocoa shall impose a fine in the amount of \$75.00 per day until the violation is corrected and full compliance is confirmed by the Code Enforcement Officer.

This Order shall be recorded in the public records for Brevard County, Florida, which shall serve as a lien against and upon any real or personal property owned by the Respondent pursuant to Section 162.08 and 162.09, Florida Statutes.

DONE AND ORDERED at Cocoa, Florida, this 19th , day of September, 2019

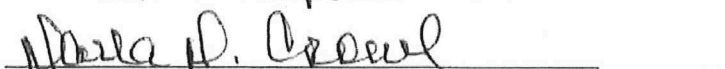
CODE ENFORCEMENT BOARD OF THE CITY OF COCOA, FLORIDA

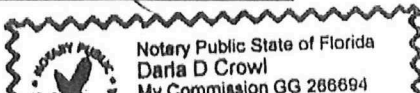

Jim Gifford, Chairman

CERTIFICATION:

State of Florida, County of Brevard

I hereby certify that this is an Original Copy of the Order of the Code Enforcement Board that was acknowledged before me this 19 day of September 2019, by Jim Gifford, Chairman of the City of Cocoa Code Enforcement Board.


Notary Public Signature



CODE ENFORCEMENT BOARD
CITY OF COCOA, FLORIDA
CASE NO. 18-651
9/19/2019

THE CITY OF COCOA
A Florida Municipal Corporation

Complainant,

vs.

Donohue, Neal D; Ahneman, Patricia M Jr
Owners of the Property located at:
1001 N Indian River Dr
Cocoa FL 32922

Parcel ID: 24-36-28-BP-*-15

Respondent,

ORDER IMPOSING ADMINISTRATIVE FINE/LIEN

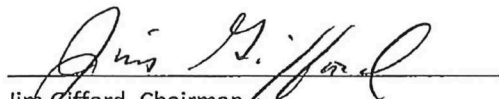
THIS CAUSE, having come for consideration, after being duly noticed, before the Code Enforcement Board of the City of Cocoa, Florida, on 9/19/2019 to determine whether any violations of the City of Cocoa Code of Ordinances existed on the property. The Board, having heard the arguments of the parties and the evidence presented and having reviewed the record and being otherwise fully advised, issued the Findings of Fact, Conclusions of Law and Order. The Order required the Respondent to come into compliance by 6/16/2019.

At a duly noticed Compliance Hearing of Code Enforcement Board the Respondent was found in non-compliance of the Board Order. It is hereby Ordered that the City of Cocoa shall impose a fine in the amount of \$75.00 per day until the violation is corrected and full compliance is confirmed by the Code Enforcement Officer.

This Order shall be recorded in the public records for Brevard County, Florida, which shall serve as a lien against and upon any real or personal property owned by the Respondent pursuant to Section 162.08 and 162.09, Florida Statutes.

DONE AND ORDERED at Cocoa, Florida, this 19th , day of September, 2019

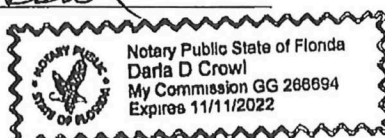
CODE ENFORCEMENT BOARD OF THE CITY OF COCOA, FLORIDA


Jim Gifford, Chairman

CERTIFICATION.
State of Florida, County of Brevard

I hereby certify that this is an Original Copy of the Order of the Code Enforcement Board that was acknowledged before me this 19 day of September 2019, by Jim Gifford, Chairman of the City of Cocoa Code Enforcement Board.


Notary Public Signature



**CODE ENFORCEMENT BOARD
CITY OF COCOA, FLORIDA
CASE NO. 18-651**

THE CITY OF COCOA

A Florida Municipal Corporation,
Complainant,

vs.

Donohue, Neal D; Ahneman, Patricia M Jr
Owners of the Property located at:
1001 N Indian River Dr
Cocoa, FL 32922

Parcel ID: 24-36-28-BP-*-15

Respondent,

_____/

FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER

THIS CAUSE, having come for consideration, after being duly noticed, before the Code Enforcement Board of the City of Cocoa, Florida, on May 16, 2019 to determine whether any violations of the City of Cocoa Code of Ordinances exist or existed on the property. The Board, having heard the arguments of the parties and the evidence presented and having reviewed the record and being otherwise fully advised, makes the following Findings of Fact, Conclusions of Law and Order as set forth herein.

Findings of Fact and Conclusions of Law

Based upon the evidence and testimony presented at this hearing, the Code Enforcement Board finds: That a code enforcement officer of the City of Cocoa determined the Subject Property was in violation of: XXII.Permit Required App A Art. XV Sec 2 (a), XXIV.Pools and Spas Ch 6 Sec. 6-1002 (a) and XXIII.Permit Required (fences) App A Art. XIII Sec 5 (c), of the City Code, and issued a Notice of Violation to Respondent giving a reasonable time to correct the violation(s).

1. That Respondent failed to correct such violation(s) within the reasonable time period provided in the Notice of Violation. Pursuant to section 162.06, Florida Statutes, this hearing was scheduled. Proper written notice of this hearing was given to Respondent.

2. That based on the testimony and evidence presented, including Staff's presentation, the Board finds Respondent is in violation of the following: XXII.Permit Required App A Art. XV Sec 2 (a), XXIV.Pools and Spas Ch 6 Sec. 6-1002 (a) and XXIII.Permit Required (fences) App A Art. XIII Sec 5 (c), of the City Code.

CASE NO: 18-651

Order

BASED UPON THE FOREGOING FACTS AND CONCLUSIONS OF LAW, IT IS HEREBY ORDERED:

1. Respondent shall be given until June 16, 2019 to correct all violations set forth herein on the property.

2. If Respondent fails to correct all cited violations within the time period set forth herein, the Code Enforcement Officer shall schedule this Case to appear for a compliance hearing before the Code Enforcement Board at a date to be determined, where the sole issue to be considered is whether compliance has been achieved on all violations. Respondent will be given an opportunity to appear and present evidence regarding compliance.

3. Upon a finding by the Code Enforcement Board that the property was not brought into compliance by the date set forth in this Order, a fine in the amount of seventy-five dollars (\$75.00) per day may be imposed for each and every day any of the violations continue past the above-stated date ordered for compliance by the Board and the daily fines shall continue to run until the violation is corrected and full compliance is confirmed by the Code Enforcement Officer. Respondent shall be responsible to immediately notify the Code Enforcement Officer if the property has been brought into compliance.

4. If the Board finds Respondent failed to comply with all violations by the date set forth herein, an Order Imposing Fine shall be entered and a certified copy of said Order may be recorded in the public records of Brevard County, Florida, which shall serve as a lien against the property.

Once the violations have been corrected, any of the same violations by Respondent within five years may constitute a repeat violation where the Board may impose a fine of up to \$500.00 per day for each day the violation exists beginning the day the repeat violation is first observed by the Code Enforcement Officer.

DONE AND ORDERED THIS ____ DAY OF _____, 2019.

CODE ENFORCEMENT BOARD OF THE
CITY OF COCOA, FLORIDA

Jim Gifford, Chairman

I CERTIFY THAT A COPY OF THIS ORDER was furnished to Respondent(s) at Donohue, Neal D; Ahneman, Patricia M Jr, whose mailing address is 1001 Indian River Dr N Cocoa FL 32922 this ____ day of _____, 20____ via __hand delivery/ __certified mail/ __U.S. mail/ __posting (mark all that apply).

Secretary, Code Enforcement Board

CITY COUNCIL AGENDA ITEM

Memo Date: June 24, 2025
Agenda Date: July 8, 2025
File ID: 2025-588
Prepared By: Thomas Wilkinson, Code Enforcement Manager
Through: Charlene Neuterman, Community Services Director
Requested Action: The staff's recommendation is that the lien be reduced to the amount of \$1,864.48, which is the city's cost to prosecute the case.

BACKGROUND:

Lien Reduction Request For **49 Parkway St.**
Reference Case # **CE22-0695**

Property owner **Deborah Raskett** received an email (see attached) dated October 13th, 2022 from previous Code Enforcement Manager, Dennis Bunt, stating the referenced Code Case **CE22-0695** was closed, with no fine or lien on the property. Then Officer Augusto Gonzalez proceeded to take further Code Enforcement action and held a public hearing on **May 18, 2023**, at which time the Code Enforcement Board found the owner, **Deborah Raskett**, in violation of the following:

- City Code Appendix A, Article XV Sec. 2(a) Permit required

The Code Enforcement Board provided the owners with sufficient time of **June 17, 2023**, to correct said violation(s). Therefore, consistent with the Code Enforcement Board's Order, a Non-Compliance Hearing was held on **July 20, 2023**.

The lien ran at **\$25.00** per day from **June 17, 2023**, until compliance was achieved on **January 19, 2024**. Code records show the case was closed, leaving a fine of **\$5,410.00**.

The property owner (**Deborah Raskett**) is requesting that the lien be reduced to the amount of **Zero**.

Staff utilized the following factors in making its recommendation to reduce the lien:

- Whether the current owner owned the property at the time the violation(s) occurred; **Yes**
- Applicant resides at the property: **No**
- The number of violations related to the subject lien; **One**
- Number of Inspections performed: **8**
- Property Taxes: **Taxes are paid through 2024**
- Other Liens: **Records show no outstanding liens on the property, no water**

liens.

- The city's cost of staff to prosecute this case is \$1,864.48.
- The Code Enforcements Board recommendation at the June 19, 2025, Code Enforcement Board Hearing was that the lien be reduced to the amount of zero.

Property Inspection: **The property was inspected this morning, June 19, 2025, and was in-compliance before the Code Board Hearing. An inspection will also occur prior to the Council Meeting.**

The current market value of the subject property is listed at \$63,090.00. According to the Brevard County Property Appraiser, the use is listed as **Single Family Residence**.

PRIORITY AREA CONNECTION:

Public Safety/Community Standards

BUDGETARY IMPACT:

Budgeted? Yes/No

If not budgeted, is amendment / transfer attached?

Source/Use of Funds

Account Number

Amount

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

Change Order Amount: \$

Original Purchase Order Amount: \$

For this Agenda Item note Prior Change Order Information:

Total Number of change orders to date:

Total amount in change orders to date: \$

PREVIOUS ACTION:

The Code Enforcement Board held a public hearing on June 19th, 2025, at which time the Board recommended that the lien be reduced to the amount of zero.

RECOMMENDED MOTION:

The staff's recommendation is that the lien be reduced to the amount of \$1,864.48, which is the city's cost to prosecute the case.



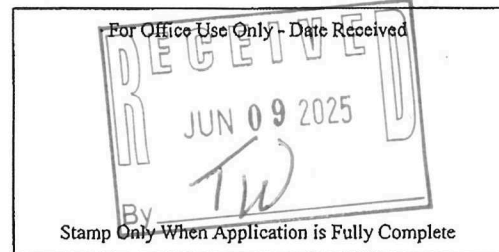
Application # CE - 22 - 695

LIEN REDUCTION APPLICATION

Cocoa Police Department
Code Enforcement Division
1226 W King Street
Cocoa, Florida 32922
Phone; (321) 433-8508

This application must be completed entirely. The property must be in compliance per the City Code Section 6-707(d), if the property does not meet the guidelines of the City Code the Lien Reduction Application will not be scheduled for a hearing before the Code Enforcement Board.

This form is divided into steps which will help you prepare your request, provide the necessary information, and prepare for the Code Enforcement Board and City Council hearing.



Please TYPE or PRINT this application neatly.

1. Date: 6-1-2025

2. Applicant Information: * NOTE: Applicant is the main contact, who must attend the meeting.

Company (if applicable): _____

Name: Deborah Raskett

Mailing Address: 2565 Washington St.

City: W. Melbourne State: FL Zip Code: 32908

Phone #: 321-728-1245 Fax #: _____

Mobile #: 321-728-1245 E-mail: hairreg1917@gmail.com
or Rhastance2@gmail.com

3. Property Owner Information:

* Check here if same as Applicant → ☒

* If more than one owner, attach additional sheet with names and addresses.

Company (if applicable): _____

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Phone #: _____ Fax #: _____

Mobile #: _____ E-mail: _____

4. Information for property on which lien occurs:

Street Address and Location: 49 PARKWAY ST, COCOA, FL

Parcel ID:

24-36-28-84-#8

0000

Tax Account Number:

2421258

Existing Use(s) on Property: Single Family home

Proposed Use(s) on Property: _____

(If residential – (circle one) owner occupied or rental); if rental does property owner anticipate accepting any state or federal rental subsidies?

NO

Nature of Violation(s): PRIOR owner did work without permit

Date Fine or Lien Imposed: 2023
per day

Amount of Fine: 5,410

Have the violation(s) on the subject property been corrected: Yes / No (Circle one)

Date upon which the subject property was brought into compliance: JAN 2024

5. Please provide the following information:

Code enforcement case number: 22

Were you the property owner at the time the lien was imposed? Yes / No (Circle one) If so, how many days did it take from the board order to the date compliance was achieved? _____

If you were not the property at the time the violation occurred, were you aware of the lien when you purchased the property? Yes / No / NA (Circle one) If the property was not in compliance at the time you purchased the property how many days from the time of purchase did it take for you to come into compliance? _____

Did you receive the Notice of Violation issued by the Code Enforcement Division: Yes / No (Circle one)

Did you receive the Finding of Facts issued by the Code Enforcement Board: Yes / No (Circle one)

The factual basis upon which the application for reduction of the lien should be granted:

When I bought the property DENNIS BLUNT & TITLE Co. cleared this case up. I signed a piece of paper saying I would fix anything that needed to be fixed and get a permit & inspections when I go to work on it. See attached DENNIS BLUNT sent the title company that he closed out the case, therefore no money should have been accrued since case was closed

- Page 2 of 6 -

rev. 6/28/17

The reasons, if any, compliance was not obtained prior to the order of penalty or fine being recorded:

I thought the case was closed out just as
Dennis Blunt said and I received no paperwork that
a lien was ever being filed

Amount you are requesting that the lien be reduced to: 0

Please provide any other information deemed pertinent to this request, including but not limited to the circumstances that exist which would warrant the reduction or forgiveness of the penalty or fine. Include documentation of any financial investment made to physically improve the property:

when a case is closed verbally by the manager,
I and the title co relied on Dennis Blunt's word &
email, case closed as date of email, therefore no
finer should have been filed, NOT IN SUSPENSION

Are there any other properties within the jurisdictional limits of the City of Cocoa owned by the applicant and/or owners of the subject property on which code violations have been alleged, of which the case is still active, or a Finding of Facts has been entered by the Code Enforcement Board, if so please provide the address, the nature of violation and the status of such:

NO

6. Please submit the following items in order complete the application:

- a. ☐ **Notarized application.**
- b. ☐ **Reimbursement to City for recording costs at time of application.** Pursuant to Section 6-707(c), Code of the City of Cocoa, at the time of application, payment to the city in the amount necessary to reimburse the City for its costs associated with processing and recording the order imposing a penalty or fine and the requested satisfaction or release of lien. Please make checks payable to the 'City of Cocoa' and submit payment ONLY to the Community Services Department. Please note that these costs are non-refundable without regard for the final disposition of the application for satisfaction or release of lien. **The application fee is \$20.00 and will need to be paid at the time the application is submitted.**
- c. ☐ **Letter of authorization.** If the applicant is not the property owner, a notarized letter of authorization or agent affidavit is required, unless the applicant is the Attorney of the owner. Each property owner must complete a separate authorization form or other suitable documentation to allow the agent to act upon his/her behalf.
- d. ☐ **Corporate documents.** If the applicant/owner is representing a company, articles of incorporation which show the applicant/owner is authorized to represent the company is required. A data record printout from the Florida Department of State, Division of Corporations website may also be provided (<http://www.sunbiz.org/corpweb/inquiry/search.html>).
- e. ☐ **Additional information (optional).** Submit any information that may be helpful in understanding the request. This may include photos, sketches, elevations, or letters from adjoining property owners.

7. **Application Filing Procedure.** This application, together with all required exhibits and attachments, shall be completed and filed with the Code Enforcement Division by the third Friday of each month at 5:00 pm in order to be scheduled for public hearing for the following month.

8. **Procedure per City Code.** Section 6-707 states the City Lien Reduction rules and procedures for applying for a reduction. It is the applicant's responsibility to read and understand the rules and procedures that are located on page 6 of the Lien Reduction Application
9. **Board Action.** An Inspection of the property must be performed to be scheduled at the Code Board. Following a presentation by staff and testimony offered by the applicant, the Code Enforcement Board will formulate a recommendation to City Council.
10. **City Council Action.** An Inspection of the property must be performed to be scheduled before council. Following the Code Enforcement Board making a recommendation to the City Council, staff will schedule the item for the next available City Council regular meeting.
11. **Inspections.** I agree to allow Code Enforcement to inspect my property and give consent to walk the property before proceeding with this reduction ☒ YES ☐ NO

Signature below will also show that consent to inspect was given by the property owner or representative.

12. Signatures and Notarization.

STATE OF Florida COUNTY OF Brevard I, Deborah A. Raskest
being first duly sworn, depose and say that:

- ☐ I am the applicant, or if corporation, I am the officer of the corporation authorized to act on this request.
- ☐ I am the legal representative of the applicant of this application and a notarized Letter of Authorization form or agent affidavit accompanies this application giving written, unless the applicant is the Attorney representing the owner.

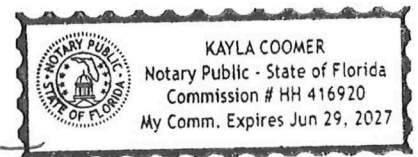
I hereby certify that I have read, completed and understand this Application and understand that if my application and all associated attachments are not complete and accurate in all respects, the application will not be scheduled for a public hearing. I further understand that this application must be complete and accurate prior to the advertising of a public hearing.

Deborah A. Raskest
(APPLICANT SIGNATURE)
Public)

KAYLA COOMER
(Print, Type, or Stamp Commissioned Name of Notary

Personally Known ☐ OR Produced Identification ☒

Type of I.D. Produced Florida Drivers License



Kayla Coomer
(NOTARY PUBLIC SIGNATURE)

STATE OF FLORIDA, COUNTY OF BREVARD

Sworn and subscribed to before me this 9th day of JUNE, 20 25

Renee Wiebelt

From: Dennis Bunt <dbunt@cocoafl.org>
Sent: Thursday, October 13, 2022 11:30 AM
To: Logan Roberts; Guillermo Carbonell
Cc: Renee Wiebelt; Marco Delano; Torri Edwards; Joseph Salgot; Deborah Raskett
Subject: RE: House behind 49 parkway st

Yes, as mentioned in the past emails the code case was closed as of the date of the letter. Thank you



Dennis A Bunt
Code Enforcement Manager

1226 W King Street • Cocoa, FL 32922
(321) 433-

8544 • dbunt@cocoapolice.com • www.CocoaPolice.com



Serving our community with P.R.I.D.E!

*Code GNY
Justin Simpson
321-482-4600*

From: Logan Roberts <brevardcashhomebuyers@gmail.com>
Sent: Thursday, October 13, 2022 11:04 AM
To: Guillermo Carbonell <gcarbonell@cocoafl.gov>
Cc: Dennis Bunt <dbunt@cocoafl.org>; Renee Wiebelt <renee@theclosingplace.com>; Marco Delano <mdelano@cocoafl.gov>; Torri Edwards <tedwards@cocoafl.gov>; Joseph Salgot <jsalgot@cocoafl.gov>; Deborah Raskett <rlastdance2@gmail.com>
Subject: Re: House behind 49 parkway st

*(321-433-8544)
Tom WIKERSON
321-433-8508
COORD - DANIA CRAW
411-321-313-4636*

Hello, are we able to close out the code case now that we have provided confirmation that the buyer will cure the violations?

Thank you
Logan Roberts
321-693-5639

On Wednesday, October 12, 2022, Logan Roberts <brevardcashhomebuyers@gmail.com> wrote:

Hello, I have attached the confirmation from the buyer attesting to the property's condition and willingness to cure the pending violations.

Renee with the title company needs email confirmation that the code case has been closed out so that we can go ahead and close the transaction. Can you please provide an email to renee@theclosingplace.com giving confirmation that the code case has been closed out?

Thank you
Logan Roberts
321-693-5639

On Thursday, October 6, 2022, Guillermo Carbonell <gcarbonell@cocoafl.gov> wrote:

CITY OF COCOA
CODE ENFORCEMENT
STAFF REPORT

Lien Reduction Request For **49 Parkway St.**
Reference Case # **CE22-0695**

The Code Enforcement Board held a public hearing on **May 18, 2023**, at which time the Board found the owner, **Deborah Raskett** in violation of the following:

- City Code Appendix A, Article XV Sec. 2(a) Permit required

The Code Enforcement Board provided the owners with sufficient time of **June 17, 2023**, to correct said violation(s). Therefore, consistent with the Code Enforcement Board's Order a Non-Compliance Hearing was held on **July 20, 2023**.

The lien ran at **\$25.00** per day from **June 17, 2023** until compliance was achieved on **January 19, 2024**. Code records show the case was closed leaving a fine of **\$5,400.00**.

The property owner (**Deborah Raskett**) is requesting that the lien be reduced to the amount of **Zero**.

Staff utilized the following factors in making its recommendation to reduce the lien:

- Whether the current owner owned the property at the time the violation(s) occurred; **Yes**
- Applicant resides at the property: **No**
- The number of violations related to the subject lien; **One**
- Number of Inspections performed: **8**
- Property Taxes: **Taxes are paid through 2024**
- Other Liens: **Records show no outstanding liens on the property. No water liens.**

City's cost of staff to prosecute this case \$1,864.48

Property Inspection: **The property was inspected this morning, June 19, 2025, and was in-compliance before the Code Board Hearing. An inspection will also occur prior to the Council Meeting**

The current market value of the subject property is listed at \$63,090.00 according to the Brevard County Property Appraiser the use is listed as **Single Family Residence**.

The Code Enforcements Board and staff's recommendation is that the lien be reduced to the amount of zero.

**Cocoa Community Services
Code Enforcement Division
Affidavit for Cost Reimbursement of Code Enforcement Case**

Case#: CE22-0695

Date: 06/19/2025

Deborah Raskett

Site Address: 49 Parkway St.

Cocoa Code Enforcement has incurred actual costs, as defined in F.S.S 162.09 for cost by the City in Prosecuting this case.

A. Salaries of Code Enforcement staff. (Hourly rate: Officer-\$35.06, Coordinator-\$36.06, Manager-\$48.54, Chief-\$69.71 & City Attorney-\$150.00)

	Officer/Manager	# of Inspections	Hours	Rate	Total
1	Code Officer	8	0.75	\$35.06	\$210.36
2	Code Manager	4	0.75	\$48.54	\$145.62
3					
				Total A1	\$355.98

	Officer/Manager	Office Duties	Hours	Rate	Total
1	Code Officer	10	0.5	35.06	\$350.60
2	Code Manager	6	0.5	48.54	\$291.24
3					
				Total A2	\$641.84

	Supporting Staff	Duty	Hours	Rate	Total
1	Code Coordinator	Case Duties	6	\$36.06	\$216.36
2	City Attorney	Case Duties	3	\$150.00	\$450.00
3	Chief	Board Hearings	0	\$69.71	\$0.00
4					
5					
				Total A3	\$666.36

B. Expenditures - Actual expenses incurred during the process of the Code Case.

	Item	Quantity	Amount	Total
1	Documents per Sheet	350	\$0.35	\$122.50
2	Large Envelope	25	\$0.64	\$16.00
3	Standard Envelope	12	\$0.10	\$1.20
4	Color Photo Prints	20	\$0.55	\$11.00
5	Standard Mail	6	\$0.55	\$3.30
6	Certified Mail	5	\$5.26	\$26.30
7	Recording Fees	2	\$10.00	\$20.00
8				
9				
			Total B	\$200.30

C. Total Amount of Cost (A1+A2+A3+B):

\$1,864.48

CODE ENFORCEMENT BOARD
CITY OF COCOA, FLORIDA
CASE NO. 22-0695

THE CITY OF COCOA

A Florida Municipal Corporation,
Complainant,

vs.

RASKETT, DEBORAH ANN

Owners of the Property located at:

49 PARKWAY ST

Cocoa, FL 32922

Parcel ID: 24-36-28-84-*8

Respondent,

FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER

THIS CAUSE, having come for consideration, after being duly noticed, before the Code Enforcement Board of the City of Cocoa, Florida, on May 18, 2023 to determine whether any violations of the City of Cocoa Code of Ordinances exist or existed on the property. The Board, having heard the arguments of the parties and the evidence presented and having reviewed the record and being otherwise fully advised, makes the following Findings of Fact, Conclusions of Law and Order as set forth herein.

Findings of Fact and Conclusions of Law

Based upon the evidence and testimony presented at this hearing, the Code Enforcement Board finds: That a code enforcement officer of the City of Cocoa determined the Subject Property was in violation of:

☒ XXII. Permit Required App A Art. XV Sec 2 (a)

☐ Select Code Violation

☐ Select Code Violation

☐ Select Code Violation

of the City Code, and issued a Notice of Violation to Respondent giving a reasonable time to correct the violation(s).

1. That Respondent failed to correct such violation(s) within the reasonable time period provided in the Notice of Violation. Pursuant to section 162.06, Florida Statutes, this hearing was scheduled. Proper written notice of this hearing was given to Respondent.

2. That based on the testimony and evidence presented, including Staff's presentation, the Board finds Respondent is in violation of the following violations of the City Code:

☒ XXII. Permit Required App A Art. XV Sec 2 (a)

☐ Select Code Violation

☐ Select Code Violation

☐ Select Code Violation

Order

BASED UPON THE FOREGOING FACTS AND CONCLUSIONS OF LAW, IT IS HEREBY ORDERED:

1. Respondent shall be given until June 17, 2023 to correct all violations set forth herein on the property.

2. If Respondent fails to correct all cited violations within the time period set forth herein, the Code Enforcement Officer shall schedule this Case to appear for a compliance hearing before the Code Enforcement Board at a date to be determined, where the sole issue to be considered is whether compliance has been achieved on all violations. Respondent will be given an opportunity to appear and present evidence regarding compliance.

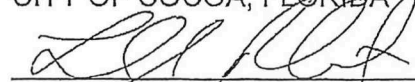
3. Upon a finding by the Code Enforcement Board that the property was not brought into compliance by the date set forth in this Order, a fine in the amount of **\$25.00** per day may be imposed for each and every day any of the violations continue past the above-stated date ordered for compliance by the Board and the daily fines shall continue to run until the violation is corrected and full compliance is confirmed by the Code Enforcement Officer. Respondent shall be responsible to immediately notify the Code Enforcement Officer if the property has been brought into compliance.

4. If the Board finds Respondent failed to comply with all violations by the date set forth herein, an Order Imposing Fine shall be entered and a certified copy of said Order may be recorded in the public records of Brevard County, Florida, which shall serve as a lien against the property.

Once the violations have been corrected, any of the same violations by Respondent within five years may constitute a repeat violation where the Board may impose a fine of up to \$500.00 per day for each day the violation exists beginning the day the repeat violation is first observed by the Code Enforcement Officer.

DONE AND ORDERED THIS 18 DAY OF May, 2023.

CODE ENFORCEMENT BOARD OF THE
CITY OF COCOA, FLORIDA

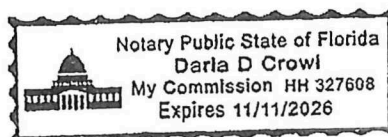


Chairman, Code Enforcement Board

I CERTIFY THAT A COPY OF THIS ORDER was furnished to Respondent(s) at RASKETT, DEBORAH ANN, whose mailing address is 2565 WASHINGTON ST MELBOURNE FL 32904 this 18 day of May, 2023 via hand delivery/ certified mail/ ☒ U.S. mail/ posting (mark all that apply).



Secretary, Code Enforcement Board



Thomas Wilkinson

From: Renee Wiebelt <renee@titlesecurityescrow.com>
Sent: Thursday, May 29, 2025 12:53 PM
To: Thomas Wilkinson
Subject: Email from 22 closing Case # 22-695
Attachments: MX-M564N_20250512_215257.pdf

EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!

Good afternoon Tom,

Here is the email from Dennis from when were closing on this property from when Ms. Raskett was buying, and as a title company, **we had to make sure that the case was closed to issued title insurance**, which Dennis said it was closed, A new case # should have been open at a later point if the city felt there were issues that needed to be delt with on the property. He didn't say he was putting it in suspense. We would not have closed the deal like that.

With kind regards,

Renee Wiebelt

Closing Agent

Licensed Title Insurance Agent #A046631



1640 Highway A1A, Ste E, Satellite Beach, FL 32937
ph(321)777-1117 fax(321) 777-1167

Renee Wiebelt

From: Dennis Bunt <dbunt@cocoafl.org>
Sent: Thursday, October 13, 2022 11:30 AM
To: Logan Roberts; Guillermo Carbonell
Cc: Renee Wiebelt; Marco Delano; Torri Edwards; Joseph Salgot; Deborah Raskett
Subject: RE: House behind 49 parkway st

Yes, as mentioned in the past emails the code case was closed as of the date of the letter. Thank you



Dennis A Bunt
Code Enforcement Manager

1226 W King Street • Cocoa, FL 32922
(321) 433-
8544 ✉ dbunt@cocoapolice.com 🌐 www.CocoaPolice.com



Serving our community with P.R.I.D.E!

From: Logan Roberts <brevardcashhomebuyers@gmail.com>
Sent: Thursday, October 13, 2022 11:04 AM
To: Guillermo Carbonell <gcarbonell@cocoafl.gov>
Cc: Dennis Bunt <dbunt@cocoafl.org>; Renee Wiebelt <renee@theclosingplace.com>; Marco Delano <mdelano@cocoafl.gov>; Torri Edwards <tedwards@cocoafl.gov>; Joseph Salgot <jsalgot@cocoafl.gov>; Deborah Raskett <rlastdance2@gmail.com>
Subject: Re: House behind 49 parkway st

Hello, are we able to close out the code case now that we have provided confirmation that the buyer will cure the violations?

Thank you
Logan Roberts
321-693-5639

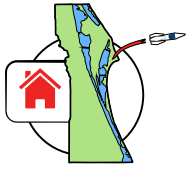
On Wednesday, October 12, 2022, Logan Roberts <brevardcashhomebuyers@gmail.com> wrote:

Hello, I have attached the confirmation from the buyer attesting to the property's condition and willingness to cure the pending violations.

Renee with the title company needs email confirmation that the code case has been closed out so that we can go ahead and close the transaction. Can you please provide an email to renee@theclosingplace.com giving confirmation that the code case has been closed out?

Thank you
Logan Roberts
321-693-5639

On Thursday, October 6, 2022, Guillermo Carbonell <gcarbonell@cocoafl.gov> wrote:

**REAL PROPERTY DETAILS**
Account 2421258 - Roll Year 2024

Owners	RASKETT, DEBORAH ANN
Mailing Address	2565 WASHINGTON ST MELBOURNE FL 32904
Site Address	466 FORREST AVE COCOA FL 32922 49 PARKWAY ST COCOA FL 32922 51 PARKWAY ST COCOA FL 32922
Parcel ID	24-36-28-84-*8
Taxing District	23D0 - COCOA
Exemptions	NONE
Property Use	0815 - HOUSE AND IMPROVEMENT NOT SUITABLE FOR OCCUPANCY
Total Acres	0.19
Site Code	0001 - NO OTHER CODE APPL.
Plat Book/Page	0003/0062
Subdivision	B C SNYDERS FORREST PK ALLOTMENT TO COCOA
Land Description	B C SNYDERS FORREST PK ALLOTMENT TO COCOA LOTS 8 & 9 RESUBD

**VALUE SUMMARY**

Category	2024	2023	2022
Market Value	\$63,090	\$65,920	\$65,640
Agricultural Land Value	\$0	\$0	\$0
Assessed Value Non-School	\$63,090	\$65,920	\$64,200
Assessed Value School	\$63,090	\$65,920	\$65,640
Homestead Exemption	\$0	\$0	\$0
Additional Homestead	\$0	\$0	\$0
Other Exemptions	\$0	\$0	\$0
Taxable Value Non-School	\$63,090	\$65,920	\$64,200
Taxable Value School	\$63,090	\$65,920	\$65,640

SALES / TRANSFERS

Date	Price	Type	Instrument
10/10/2022	\$180,000	WD	9640/1741
06/30/2015	\$90,000	WD	7400/1038
07/30/1992	\$76,600	WD	3217/3332
08/01/1991	\$82,000	PT	3143/0646
07/01/1991	--	PT	3140/0514
12/01/1989	--	PT	3035/2943
10/01/1987	\$59,900	PT	2846/1174
03/30/1987	--	QC	2808/2945

BUILDINGS**PROPERTY DATA CARD #1****Building Use:** 0164 - RESIDENTIAL IMPROVEMENT NOT SUITABLE FOR OCCUPANCY

Materials		Details	
Exterior Wall:	BRD/LAP SIDING	Year Built	1923
Frame:	WOOD FRAME	Story Height	8
Roof:	ASPH/ASB SHNGL	Floors	1
Roof Structure:	HIP/GABLE	Residential Units	1
		Commercial Units	0
Sub-Areas		Extra Features	
Base Area (1st)	480	Wood Deck	140
Screen Porch	84	Fireplace	1
Total Base Area	480		
Total Sub Area	564		

PROPERTY DATA CARD #2**Building Use:** 0164 - RESIDENTIAL IMPROVEMENT NOT SUITABLE FOR OCCUPANCY

Materials		Details	
Exterior Wall:	STUCCO	Year Built	1935
Frame:	WOOD FRAME	Story Height	8
Roof:	SHEET METAL	Floors	1

Materials		Details	
Roof Structure:	HIP/GABLE	Residential Units	1
		Commercial Units	0
Sub-Areas		Extra Features	
Base Area (1st)	532	Fireplace	1
Screen Porch	48		
Total Base Area	532		
Total Sub Area	580		

PROPERTY DATA CARD #3

Building Use: 0110 - SINGLE FAMILY RESIDENCE

Materials		Details	
Exterior Wall:	BRD/LAP SIDING	Year Built	1935
Frame:	WOOD FRAME	Story Height	8
Roof:	SHEET METAL	Floors	1
Roof Structure:	HIP/GABLE	Residential Units	1
		Commercial Units	0
Sub-Areas		Extra Features	
Base Area (1st)	720	Fireplace	1
Screen Porch	112		
Total Base Area	720		
Total Sub Area	832		

CITY COUNCIL AGENDA ITEM

Memo Date: June 25, 2025
Agenda Date: July 8, 2025
File ID: 2025-592
Prepared By: Thomas Wilkinson, Code Enforcement Manager
Through: Charlene Neuterman, Community Services Director
Requested Action: The Code Enforcement Boards and staff's recommendation is that the lien be reduced to **\$3,381.43**, which is the cost of staff to prosecute this case.

BACKGROUND:

Lien Reduction Request For **1723 Dixon Blvd.**
Reference Case # **CE17-0029**

The Code Enforcement Board held a public hearing on **March 16, 2017**, at which time the Board found the owner, **Allen Condominium Association Inc.** in violation of the following:

- City Code, Chapter 6, Sec. 6-1003 (b) Protective Treatment (peeling and flaking paint)
- City Code, Chapter 6, Sec. 6-900 (b4) Maintenance of Structure & Grounds

The Code Enforcement Board provided the owners sufficient time of **April 16, 2017**, to correct said violation(s). Therefore, consistent with the Code Enforcement Board's Order, a Non-Compliance Hearing was held on **April 20, 2017**.

The lien ran at **\$250.00** per day from **April 16, 2017**, until compliance was achieved on **December 1, 2020**. Code records show the case was closed, leaving a fine of **\$331,270.00**. The property owner (**Allen Condominium Association Inc.**) is requesting that the lien be reduced to the amount of **the city cost**.

- Staff utilized the following factors in making its recommendation to reduce the lien:
- Whether the current owner owned the property at the time the violation(s) occurred; **Yes**
- Applicant resides at the property: **No**
- The number of violations related to the subject lien; **wo**
- Number of Inspections performed: **24** Property Taxes: **Taxes are paid through 2024**
- Other Liens: **Records show no outstanding liens on the property. No water liens.**
- Property Inspection: **The property was inspected this morning, June 19,**

2025, and was in-compliance before the Code Board Hearing. An inspection will also occur prior to the Council Meeting.

The current market value of the subject property is not available at this time due to the property being divided up into separate units. According to the Brevard County Property Appraiser, the use is listed as Condominiums.

The staff's recommendation is that the fine / lien be reduced to **\$3,381.43**, which is the cost of staff to prosecute this case. This reduction is based on the gravity of the violations, the length of time it took the property to come into compliance, and the total amount of the City's cost.

PRIORITY AREA CONNECTION:

Public Safety/Community Standards

BUDGETARY IMPACT:

Budgeted? Yes/No

If not budgeted, is amendment / transfer attached?

Source/Use of Funds

Account Number

Amount

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

Change Order Amount: \$

Original Purchase Order Amount: \$

For this Agenda Item note Prior Change Order Information:

Total Number of change orders to date:

Total amount in change orders to date: \$

PREVIOUS ACTION:

The Code Enforcement Board held a public hearing on **June 19, 2025**, at which time the Board recommended that the lien be reduced to **\$3,381.43**, which is the cost of staff to prosecute this case.

RECOMMENDED MOTION:

The Code Enforcement Boards and staff's recommendation is that the lien be reduced to **\$3,381.43**, which is the cost of staff to prosecute this case.



Application # CE -

17 - 29

LIEN REDUCTION APPLICATION

Cocoa Police Department
Code Enforcement Division
1226 W King Street
Cocoa, Florida 32922
Phone; (321) 433-8508

This application must be completed entirely. The property must be in compliance per the City Code Section 6-707(d), if the property does not meet the guidelines of the City Code the Lien Reduction Application will not be scheduled for a hearing before the Code Enforcement Board.

This form is divided into steps which will help you prepare your request, provide the necessary information, and prepare for the Code Enforcement Board and City Council hearing.

For Office Use Only - Date Received

2/21/25

Stamp Only When Application is Fully Complete

Please TYPE or PRINT this application neatly.

1. Date: 2/20/25

2. Applicant Information: * NOTE: Applicant is the main contact, who must attend the meeting.

Company (if applicable): Allen Condominium

Name: Lissette Mendoza

Mailing Address: 18001 Old Cutler Rd Suite 552

City: Palmetto Bay State: FL Zip Code: 33157

Phone #: 786-347-2758

Fax #:

Mobile #: 786-597-1024

E-mail: lmendoza@desolpm.com

3. Property Owner Information:

* Check here if same as Applicant → ☐

* If more than one owner, attach additional sheet with names and addresses.

Company (if applicable): Allen Condominium

Name:

Mailing Address: 1711 Dixon Blvd (Management Office)

City: COCOA State: FL Zip Code: 32922

Phone #: 321-636-1258

Fax #:

Mobile #:

E-mail: allencondomgr@desolpm.com

4. Information for property on which lien occurs:

Street Address and Location: 1723 Dixon Blvd.

Parcel ID:

24-36-30-00-35

0000

Tax Account Number:

00000000

Existing Use(s) on Property: Condominium / Residential

Proposed Use(s) on Property: Residential

(If residential – (circle one) owner occupied or rental), if rental does property owner anticipate accepting any state or federal rental subsidies? Yes.

Nature of Violation(s): Deferred Maintenance

Date Fine or Lien Imposed: 4/20/17 Amount of Fine: \$250.00 Daily
per day

Have the violation(s) on the subject property been corrected: Yes / No (Circle one)

Date upon which the subject property was brought into compliance: 9/18/20

5. Please provide the following information:

Code enforcement case number: 17-0000000029

Were you the property owner at the time the lien was imposed? Yes / No (Circle one) If so, how many days did it take from the board order to the date compliance was achieved? 3 years.

If you were not the property at the time the violation occurred, were you aware of the lien when you purchased the property? Yes / No / NA (Circle one) If the property was not in compliance at the time you purchased the property how many days from the time of purchase did it take for you to come into compliance? _____

Did you receive the Notice of Violation issued by the Code Enforcement Division: Yes / No (Circle one)

Did you receive the Finding of Facts issued by the Code Enforcement Board: Yes / No (Circle one)

The factual basis upon which the application for reduction of the lien should be granted:

Condominium was being managed by a different management company. As of our take over in 2017 we left property complied by 2019.

The reasons, if any, compliance was not obtained prior to the order of penalty or fine being recorded:

Unknown. Property was managed by other company.

Amount you are requesting that the lien be reduced to: All if possible.

Please provide any other information deemed pertinent to this request, including but not limited to the circumstances that exist which would warrant the reduction or forgiveness of the penalty or fine. Include documentation of any financial investment made to physically improve the property:

Previous management left us with ove \$420K of uncollected funds and incomplete repairs in 2017. City would not allow compliance after repairs until permits for burned Building were pulled. That was done in 9/18/20.

Are there any other properties within the jurisdictional limits of the City of Cocoa owned by the applicant and/or owners of the subject property on which code violations have been alleged, of which the case is still active, or a Finding of Facts has been entered by the Code Enforcement Board, if so please provide the address, the nature of violation and the status of such:

NO.

6. Please submit the following items in order complete the application:

- a. ☒ **Notarized application.**
- b. ☒ **Reimbursement to City for recording costs at time of application.** Pursuant to Section 6-707(c), Code of the City of Cocoa, at the time of application, payment to the city in the amount necessary to reimburse the City for its costs associated with processing and recording the order imposing a penalty or fine and the requested satisfaction or release of lien. Please make checks payable to the 'City of Cocoa' and submit payment ONLY to the Community Services Department. Please note that these costs are non-refundable without regard for the final disposition of the application for satisfaction or release of lien. **The application fee is \$20.00 and will need to be paid at the time the application is submitted.**
- c. ☐ **Letter of authorization.** If the applicant is not the property owner, a notarized letter of authorization or agent affidavit is required, unless the applicant is the Attorney of the owner. Each property owner must complete a separate authorization form or other suitable documentation to allow the agent to act upon his/her behalf.
- d. ☒ **Corporate documents.** If the applicant/owner is representing a company, articles of incorporation which show the applicant/owner is authorized to represent the company is required. A data record printout from the Florida Department of State, Division of Corporations website may also be provided (<http://www.sunbiz.org/corpweb/inquiry/search.html>).
- e. ☒ **Additional information (optional).** Submit any information that may be helpful in understanding the request. This may include photos, sketches, elevations, or letters from adjoining property owners.

7. Application Filing Procedure. This application, together with all required exhibits and attachments, shall be completed and filed with the Code Enforcement Division by the third Friday of each month at 5:00 pm in order to be scheduled for public hearing for the following month.

8. **Procedure per City Code.** Section 6-707 states the City Lien Reduction rules and procedures for applying for a reduction. It is the applicant's responsibility to read and understand the rules and procedures that are located on page 6 of the Lien Reduction Application
9. **Board Action.** An Inspection of the property must be performed to be scheduled at the Code Board. Following a presentation by staff and testimony offered by the applicant, the Code Enforcement Board will formulate a recommendation to City Council.
10. **City Council Action.** An Inspection of the property must be performed to be scheduled before council. Following the Code Enforcement Board making a recommendation to the City Council, staff will schedule the item for the next available City Council regular meeting.
11. **Inspections.** I agree to allow Code Enforcement to inspect my property and give consent to walk the property before proceeding with this reduction ☒ YES ☐ NO

Signature below will also show that consent to inspect was given by the property owner or representative.

12. Signatures and Notarization.

STATE OF Florida COUNTY OF Miami Dade, I, Lissette Hernandez
being first duly sworn, depose and say that:

- ☐ I am the applicant, or if corporation, I am the officer of the corporation authorized to act on this request.
- ☒ I am the legal representative of the applicant of this application and a notarized Letter of Authorization form or agent affidavit accompanies this application giving written, unless the applicant is the Attorney representing the owner.

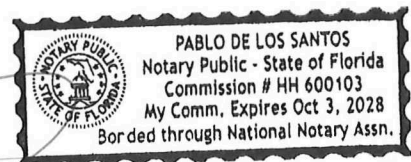
I hereby certify that I have read, completed and understand this Application and understand that if my application and all associated attachments are not complete and accurate in all respects, the application will not be scheduled for a public hearing. I further understand that this application must be complete and accurate prior to the advertising of a public hearing.

[Signature]
(APPLICANT SIGNATURE)
Public)

Pablo De Los Santos
(Print, Type, or Stamp Commissioned Name of Notary)

Personally Known ☐ OR Produced Identification ☐

Type of I.D. Produced _____



[Signature]
(NOTARY PUBLIC SIGNATURE)

STATE OF FLORIDA, COUNTY OF BREVARD

Sworn and subscribed to before me this 20 day of February, 2025

Public Hearing Process Information.

It is the responsibility of the Applicant to read the Lien Reduction Application to its entirety. Please keep this sheet from your application for your records. At any time through this process you have any questions or concerns, please contact the Code Enforcement Division at 321-433-8508.

1. **Public hearing date and location.** All regularly scheduled hearings are held on the third Thursday of each month at 6:00pm in the Cocoa City Hall Council Chambers located at 65 Stone Street, Cocoa, Florida unless otherwise notified.
2. **Presence required at the public hearings.** The applicant or his/her representative must be present to answer any questions concerning the request. 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.
3. **Preparing for public hearing.** 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 applicant's request.
4. **Format of public hearing.** The public hearing before the Code Enforcement Board is quasi-judicial in nature. *State and local law strictly prohibits applicants and/or interested parties from participating in ex-parte communications with Board members in person, by phone, e-mail, or in writing before the application is considered at a public hearing.* Applicants are encouraged to review and copy the quasi-judicial rules and procedures used by the Code Enforcement Board before the public hearing date. A copy may be obtained from the City Clerk's Office.
5. **Exhibits at public hearing.** If photographs, documents, maps or other materials are provided to the Board as evidence at the public hearing, the applicant must provide a copy to the Recording Secretary, City Staff, and the Code Enforcement Board for examination. One copy of any exhibits and/or evidence shall be provided, by law those instruments automatically become part of the public records and cannot be returned to the applicant.
6. **Witnesses at public hearing.** For the purposes of making a decision on the application, the Board shall only consider testimony of qualified witnesses. A witness is determined by the Board 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.

Sec. 6-707. - Satisfaction or release of code enforcement lien. (NOTE: this is not the code section in its entirety)

- (b) **Application.** The application shall be executed under oath and sworn to in the presence of a notary public.
- (c) **Reimbursement to city for recording costs at time of application.** The violator shall submit, at the time of application, payment to the city in the amount necessary to reimburse the city for its costs associated with recording the order imposing a penalty or fine and the requested satisfaction or release of lien. These costs are non-refundable, without regard for the final disposition of the application for satisfaction or release of lien.
- (d) **Processing of application by Code Enforcement Manager or Chief of Police.** Upon receipt of the application for satisfaction or release of lien and payment provided above, the community development director shall confirm through the code enforcement department that the violation which resulted in the order imposing penalty or fine has been brought into compliance. If the violation has been brought into compliance and there is no current code violation upon the property in question, the community development director shall place the application upon the agenda of the next meeting of the code enforcement board.
- (e) **Code enforcement board hearing.** At the hearing before the code enforcement board, the board shall review and consider the application for satisfaction or release of lien, provide the violator with an opportunity to address the board regarding the application for satisfaction or release of lien, and to take the testimony of other interested parties, including but not limited to city staff.

Review and recommendation. Upon review of the application and any testimony presented, the code enforcement board shall recommend to the city council approval, approval with conditions, or denial of the application for satisfaction or release of lien.

The code enforcement board, in determining its recommendation, shall consider the following factors:

- (1) The gravity of the violation;
 - (2) The time in which it took the violator to come into compliance;
 - (3) The accrued amount of the code enforcement fine or lien;
 - (4) Any previous or subsequent code violations;
 - (5) Any financial hardship; and
 - (6) Any other mitigating circumstance which may warrant the reduction or satisfaction of the penalty or fine.
- (f) **Presentation to city council.** After a recommendation has been rendered by the code enforcement board, the community development director shall place the application for satisfaction or release of lien upon the agenda of the next regularly scheduled city council meeting. The city council may take action solely based upon the sworn application and recommendation of the code enforcement board; or it may, in its discretion, provide the violator with an opportunity to address the council in regard to the application for satisfaction or release of lien.
- City Council action. The city council may approve, approve with conditions, or deny the application to satisfy or release of lien. If the city council approves the application to satisfy or release the lien and the approval is conditioned upon the violator paying a reduced penalty, fine, or any other condition, the satisfaction or release of lien shall not be prepared or recorded until the condition(s) placed by the council have been satisfied.
- (g) **Compliance with city council conditions.** The violator shall have thirty (30) days in which to comply with the conditions imposed by the city council. Failure of the violator to comply will result in the automatic denial of the application for satisfaction or release of lien.
- (h) **Effect of denial on application for subsequent lien reduction or forgiveness.** If the application is denied or if the application is automatically denied due to the failure of the violator to comply with the conditions imposed by the city council, the violator shall thereafter be barred from applying for a subsequent reduction or forgiveness of the lien for a period of one (1) year from the date of denial. During the one-year period, the lien may only be satisfied and released upon full payment of the fine or penalty imposed in accordance with this chapter.

(Ord. No. 16-06, § 2, 5-9-06)

CITY OF COCOA
CODE ENFORCEMENT
STAFF REPORT

Lien Reduction Request For **1723 Dixon Blvd.**
Reference Case # **CE17-0029**

The Code Enforcement Board held a public hearing on **March 16, 2017**, at which time the Board found the owner, **Allen Condominium Association Inc.** in violation of the following:

- City Code, Chapter 6, Sec 6-1003 (b) Protective Treatment (peeling and flaking paint)
- City Code, Chapter 6, Sec 6-900 (b4) Maintenance of structure & Grounds

The Code Enforcement Board provided the owners sufficient time of **April 16, 2017**, to correct said violation(s). Therefore, consistent with the Code Enforcement Board's Order a Non-Compliance Hearing was held on **April 20, 2017**.

The lien ran at **\$250.00** per day from **April 16, 2017** until compliance was achieved on **December 1, 2020**. Code records show the case was closed leaving a fine of **\$331,270.00**. The property owner (**Allen Condominium Association Inc.**) is requesting that the lien be reduced to the amount of **the city cost**.

Staff utilized the following factors in making its recommendation to reduce the lien:

- Whether the current owner owned the property at the time the violation(s) occurred; **Yes**
- Applicant resides at the property: **No**
- The number of violations related to the subject lien; **Two**
- Number of Inspections performed: **24**
- Property Taxes: **Taxes are paid through 2024**
- Other Liens: **Records show no outstanding liens on the property. No water liens**
- Property Inspection: **The property was inspected this morning, June 19, 2025, and was in-compliance before the Code Board Hearing. An inspection will also occur prior to the Council Meeting**

The current market value of the subject property is not available at this time due to the property being divided up into separate units, according to the Brevard County Property Appraiser the use is listed as **Condominiums**.

The staff's recommendation is that the fine / lien be reduced to **\$3,381.43** which is the cost of staff to prosecute this case. This reduction is based on the gravity of the violations, the length of time it took the property to come into compliance, and the total amount of the City's Cost.

**Cocoa Community Services
Code Enforcement Division
Affidavit for Cost Reimbursement of Code Enforcement Case**

Case#: CE17-0029

Date: 06/19/2025

Allen Condominium (Lissette Mendoza)

Site Address: 1723 Dixon Blvd.

Cocoa Code Enforcement has incurred actual costs, as defined in F.S.S 162.09 for cost by the City in Prosecuting this case.

A. Salaries of Code Enforcement staff. (Hourly rate: Officer-\$35.06, Coordinator-\$36.06, Manager-\$48.54, Chief-\$69.71 & City Attorney-\$150.00)

	Officer/Manager	# of Inspections	Hours	Rate	Total
1	Code Officer	22	0.75	\$35.06	\$578.49
2	Code Manager	24	0.75	\$48.54	\$873.72
3					
				Total A1	\$1,452.21

	Officer/Manager	Office Duties	Hours	Rate	Total
1	Code Officer	22	0.5	35.06	\$771.32
2	Code Manager	6	0.5	48.54	\$291.24
3					
				Total A2	\$1,062.56

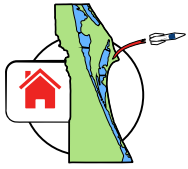
	Supporting Staff	Duty	Hours	Rate	Total
1	Code Coordinator	Case Duties	6	\$36.06	\$216.36
2	City Attorney	Case Duties	3	\$150.00	\$450.00
3	Chief	Board Hearings	0	\$69.71	\$0.00
4					
5					
				Total A3	\$666.36

B. Expenditures - Actual expenses incurred during the process of the Code Case.

	Item	Quantity	Amount	Total
1	Documents per Sheet	350	\$0.35	\$122.50
2	Large Envelope	25	\$0.64	\$16.00
3	Standard Envelope	12	\$0.10	\$1.20
4	Color Photo Prints	20	\$0.55	\$11.00
5	Standard Mail	6	\$0.55	\$3.30
6	Certified Mail	5	\$5.26	\$26.30
7	Recording Fees	2	\$10.00	\$20.00
8				
9				
			Total B	\$200.30

C. Total Amount of Cost (A1+A2+A3+B):

\$3,381.43

**REAL PROPERTY DETAILS**
Account 2426280 - Roll Year 2024

Owners	LEVENSALE, EDGAR
Mailing Address	PO BOX 542349 MERRITT ISLAND FL 32954
Site Address	213 FACTORY ST COCOA FL 32922 699 HUGHLETT AVE COCOA FL 32922
Parcel ID	24-36-33-80-14-6
Taxing District	23D0 - COCOA
Exemptions	NONE
Property Use	0353 - LOW RISE APARTMENTS - 2 OR 3 STORIES - 10 TO 49 U
Total Acres	0.99
Site Code	0001 - NO OTHER CODE APPL.
Plat Book/Page	0001/0071
Subdivision	S F TRAVIS ADDN TO COCOA
Land Description	S F TRAVIS ADDN TO COCOA LOT 6 TOGETHER WITH S 70 FT OF W 200 FT OF LOT 5 & E 50 FT OF W 100 FT OF THE FOLLOWING DESC S 10 FT OF LOT 3, LOT 4 & N 10 FT OF LOT 5 BLK 14

**VALUE SUMMARY**

Category	2024	2023	2022
Market Value	\$972,440	\$874,750	\$518,390
Agricultural Land Value	\$0	\$0	\$0
Assessed Value Non-School	\$962,220	\$874,750	\$506,000
Assessed Value School	\$972,440	\$874,750	\$518,390
Homestead Exemption	\$0	\$0	\$0
Additional Homestead	\$0	\$0	\$0
Other Exemptions	\$0	\$0	\$0
Taxable Value Non-School	\$962,220	\$874,750	\$506,000
Taxable Value School	\$972,440	\$874,750	\$518,390

SALES / TRANSFERS

Date	Price	Type	Instrument
12/21/2022	--	QC	9715/1744
06/01/2022	\$1,925,000	WD	9529/1420
12/13/2019	\$1,325,000	WD	8616/1725
03/27/2019	--	DC	8413/0410
04/10/2018	--	QC	8155/0108
09/15/1983	--	QC	2456/0633
01/02/1968	\$84,000	--	1004/0285

BUILDINGS**PROPERTY DATA CARD #1****Building Use:** 0353 - LOW RISE APARTMENTS - 2 OR 3 STORIES - 10 TO 49 UNITS

Materials		Details	
Exterior Wall:	STUCCO	Year Built	1960
Frame:	MASNRYCONC	Story Height	8
Roof:	BU-TG/MMBRN	Floors	2
Roof Structure:	WOOD TRUSS	Residential Units	22
		Commercial Units	0
Sub-Areas		Extra Features	
Base Area (1st)	7,164	Fence - Chain Link 6'	720
Base Area (2nd)	7,164	Fence - Barb Wire	720
Open Porch	2,432	Paving - Asphalt	4,640
Total Base Area	14,328		
Total Sub Area	16,760		

CODE ENFORCEMENT BOARD
CITY OF COCOA, FLORIDA
CASE NO. 17-000000029
April 20, 2017

CFN 2017089519, OR BK 7877 PAGE 2311,
Recorded 05/01/2017 at 11:12 AM, Scott Ellis, Clerk of Courts,
Brevard County
Pgs:1

THE CITY OF COCOA
A Florida Municipal Corporation

Complainant,

vs.

Allen Condo Association, Inc
Owners of the Property located at:
1723 Dixon Blvd.
Cocoa, FL 32922
Parcel ID: 24-36-30-00-35

Respondent,

ORDER IMPOSING ADMINISTRATIVE FINE/LIEN

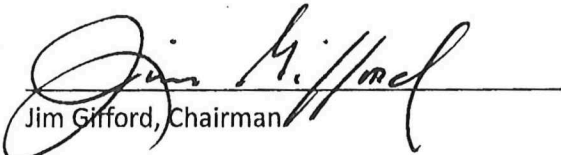
THIS CAUSE, having come for consideration, after being duly noticed, before the Code Enforcement Board of the City of Cocoa, Florida, on March 16, 2017 to determine whether any violations of the City of Cocoa Code of Ordinances existed on the property. The Board, having heard the arguments of the parties and the evidence presented and having reviewed the record and being otherwise fully advised, issued the Findings of Fact, Conclusions of Law and Order. The Order required the Respondent to come into compliance by April 16, 2017.

At a duly noticed Compliance Hearing of Code Enforcement Board the Respondent was found in non-compliance of the Board Order. It is hereby Ordered that the City of Cocoa shall impose a fine in the amount of two hundred fifty dollars (\$250.00) per day until the violation is corrected and full compliance is confirmed by the Code Enforcement Officer.

This Order shall be recorded in the public records for Brevard County, Florida, which shall serve as a lien against and upon any real or personal property owned by the Respondent pursuant to Section 162.08 and 162.09, Florida Statutes.

DONE AND ORDERED at Cocoa, Florida, this 20th, day of April, 2017.

CODE ENFORCEMENT BOARD OF THE CITY OF COCOA, FLORIDA

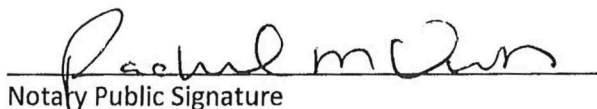

Jim Gifford, Chairman

CERTIFICATION:
State of Florida, County of Brevard

0

COCOA CITY
65 STONE ST
COCOA FL 32922-7807

I hereby certify that this is an Original Copy of the Order of the Code Enforcement Board that was acknowledged before me this 25th day of April, 2017, by Jim Gifford, Chairman of the City of Cocoa Code Enforcement Board.


Notary Public Signature



RACHEL M. UNRUH
MY COMMISSION # GG 049001
EXPIRES: June 14, 2020
Bonded Thru Budget Notary Services

2

**CODE ENFORCEMENT BOARD
CITY OF COCOA, FLORIDA
CASE NO. 17-00000029**

CFN 2017062177, OR BK 7849 PAGE 2900.
Recorded 03/27/2017 at 12:29 PM, Scott Ellis, Clerk of Courts,
Brevard County
Pgs:2

THE CITY OF COCOA

A Florida Municipal Corporation,
Complainant,

vs.

Allen Condo Association, Inc.
Owners of the Property located at:
1723 Dixon Blvd.
Cocoa, FL 32922

Parcel ID: 24-36-30-00-35

Respondent,
_____ /

FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER

THIS CAUSE, having come for consideration, after being duly noticed, before the Code Enforcement Board of the City of Cocoa, Florida, on March 16, 2017 to determine whether any violations of the City of Cocoa Code of Ordinances exist or existed on the property. The Board, having heard the arguments of the parties and the evidence presented and having reviewed the record and being otherwise fully advised, makes the following Findings of Fact, Conclusions of Law and Order as set forth herein.

Findings of Fact and Conclusions of Law

Based upon the evidence and testimony presented at this hearing, the Code Enforcement Board finds: That a code enforcement officer of the City of Cocoa determined the Subject Property was in violation of: Section 6-1003 (b) Protective treatment, peeling, flaking, stained paint and Section 6-900 (b) (4) a-c maintenance of structure / grounds, of the City Code, and issued a Notice of Violation to Respondent giving a reasonable time to correct the violation(s).

1. That Respondent failed to correct such violation(s) within the reasonable time period provided in the Notice of Violation. Pursuant to section 162.06, Florida Statutes, this hearing was scheduled. Proper written notice of this hearing was given to Respondent.

2. That based on the testimony and evidence presented, including Staff's presentation, the Board finds Respondent is in violation of the following: Section 6-1003 (b) Protective treatment, peeling, flaking, stained paint and Section 6-900 (b) (4) a-c maintenance of structure / grounds, of the City Code.

Order**BASED UPON THE FOREGOING FACTS AND CONCLUSIONS OF LAW, IT IS HEREBY ORDERED:**

1. Respondent shall be given until April 16, 2017 to correct all violations set forth herein on the property.

2. If Respondent fails to correct all cited violations within the time period set forth herein, the Code Enforcement Officer shall schedule this Case to appear for a compliance hearing before the Code Enforcement Board at a date to be determined, where the sole issue to be considered is whether compliance has been achieved on all violations. Respondent will be given an opportunity to appear and present evidence regarding compliance.

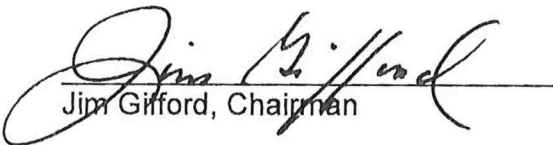
3. Upon a finding by the Code Enforcement Board that the property was not brought into compliance by the date set forth in this Order, a fine in the amount of two hundred fifty dollars (\$250.00) per day may be imposed for each and every day any of the violations continue past the above-stated date ordered for compliance by the Board and the daily fines shall continue to run until the violation is corrected and full compliance is confirmed by the Code Enforcement Officer. Respondent shall be responsible to immediately notify the Code Enforcement Officer if the property has been brought into compliance.

4. If the Board finds Respondent failed to comply with all violations by the date set forth herein, an Order Imposing Fine shall be entered and a certified copy of said Order may be recorded in the public records of Brevard County, Florida, which shall serve as a lien against the property.

Once the violations have been corrected, any of the same violations by Respondent within five years may constitute a repeat violation where the Board may impose a fine of up to \$500.00 per day for each day the violation exists beginning the day the repeat violation is first observed by the Code Enforcement Officer.

DONE AND ORDERED THIS 16th DAY OF March, 2017.

CODE ENFORCEMENT BOARD OF THE
CITY OF COCOA, FLORIDA


Jim Gifford, Chairman

I CERTIFY THAT A COPY OF THIS ORDER was furnished to Respondent(s) at Allen Condo Association, Inc., whose mailing address is 4407 Vineland Rd. Unit Ste. D12, Orlando, FL 32811 this 17th day of March, 2017 via hand delivery (certified) mail/U.S. mail posting (circle all that apply).


Secretary, Code Enforcement Board



RACHEL M. UNRUH
MY COMMISSION # GG 049001
EXPIRES: June 14, 2020
Bonded Thru Budget Notary Services

CITY COUNCIL AGENDA ITEM

Memo Date: March 3, 2025
Agenda Date: July 8, 2025
File ID: 2025-214
Prepared By: Stockton Whitten, City Manager
Through: Charlene Neuterman, Community Services Director
Requested Action: Approve an Agreement between the City of Cocoa and the Diamond Square Community Redevelopment Agency for the properties located on Rosa L. Jones Dr. back to the Diamond Square Community Redevelopment Agency. Authorize the Mayor to execute the Agreement.

BACKGROUND:

The City previously conveyed the Property to the Agency via a Quit Claim Deed recorded at Official Record Book 6129 Page 1099 (the "Deed"); however, pursuant to the Deed, the Property has reverted back to, and it is now vested in, the City of Cocoa without the necessity of the City taking any affirmative action to effectuate the reverter because a redevelopment project was not constructed on the Property by the Agency within four years of the recording date of the Deed on March 15, 2010.

At a recent Diamond Square CRA meeting, the Agency members inquired about the status of the property. Staff provided the information related to the Deed reverting back to the City. The Agency members voted to request the City to convey the property back to the Diamond Square CRA. As part of this process, Staff worked with the City Attorney to develop a plan to support the redevelopment of the property that would be in the best interest of the CRA and the City. The details of the agreement are as follows:

This Agreement is related to soliciting proposals for a redevelopment project on the Property, which is located within the City of Cocoa and the Diamond Square Community Redevelopment Area. The City authorizes the Agency to solicit proposals for redevelopment projects on the property. All solicitations will follow Florida Statute 163 requirements and will be consistent with the Diamond Square CRA Redevelopment Plan. Should the Agency receive a responsive proposal for a redevelopment project that is consistent with the Agency's Redevelopment Plan, the Agency may recommend a proposal to the Cocoa City Council. The City Council will have the final authority to approve a redevelopment agreement with the successful respondent.

The Agency approved the Interlocal Agreement at the June 16, Diamond Square CRA meeting.

Staff recommends approval of the Interlocal Agreement between the Diamond Square Community Redevelopment Agency and the City of Cocoa.

PRIORITY AREA CONNECTION:

Economic and Community Development

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

Diamond Square CRA approve the Interlocal Agreement at the June 16th meeting.

RECOMMENDED MOTION:

Approve an Agreement between the City of Cocoa and the Diamond Square Community Redevelopment Agency for the properties located on Rosa L. Jones Dr. back to the Diamond Square Community Redevelopment Agency. Authorize the Mayor to execute the Agreement.

Prepared by:

Anthony A. Garganese
City Attorney of Cocoa
111 N. Orange Ave., Suite 2000
Orlando, FL 32802
(407) 425-9566

Return to:

Monica Arsenault
City Clerk
65 Stone St.
Cocoa, FL 32922

INTERLOCAL AGREEMENT

(Redevelopment of Property on Rosa L. Jones Drive)

THIS INTERLOCAL AGREEMENT (“Agreement”) is made this _____ day of _____, 2025, by and between the **DIAMOND SQUARE REDEVELOPMENT AGENCY**, a Florida Community Redevelopment Agency (“Agency”) and the **CITY OF COCOA**, Florida, a Florida municipal corporation (“City”).

WITNESSETH:

WHEREAS, the City of Cocoa owns two parcels of real property located on Rosa L. Jones Drive, east of the intersection of Rosa L. Jones Drive and South Fiske Boulevard, more particularly identified by Brevard County Property Appraiser Parcel ID Numbers **24-36-32-00-773** and **24-36-32-00-773.1** (the “Property”) and described on **Exhibit “A,”** which is attached hereto and incorporated herein by this reference; and

WHEREAS, the City previously conveyed the Property to the Agency via a Quit Claim Deed recorded at Official Record Book 6129 Page 1099 (the “Deed”); however, pursuant to the Deed, the Property has reverted back to, and it is now vested in, the City of Cocoa without the necessity of the City taking any affirmative action to effectuate the reverter because a redevelopment project was not constructed on the Property by the Agency within four years of the recording date of the Deed on March 15, 2010; and

WHEREAS, the City and Agency still desire to promote the redevelopment of properties in the Diamond Square Community Redevelopment Area (“DSCRA”) in the City of Cocoa and the Property, and are committed to providing the necessary leadership and resources in this joint redevelopment effort; and

WHEREAS, Florida Statutes § 163.370(2)(c)4. Grants municipalities the authority to dispose of any property acquired in a community redevelopment area, such as the DSCRA, for uses in accordance with the applicable redevelopment plan and other applicable law; and

WHEREAS, Florida Statutes § 163.370(2)(e)7. grants municipalities and community redevelopment agencies the authority to solicit requests for proposals for redevelopment of parcels of real property contemplated by a community redevelopment plan to be acquired for redevelopment purposes by a community redevelopment agency and, as a result of such requests for proposals, to advertise for the disposition of such real property to private persons pursuant to s. 163.380 prior to acquisition of such real property by the community redevelopment agency; and

WHEREAS, to promote the redevelopment of the Property, the City desires to grant the Agency the authority to solicit proposals for redevelopment of the Property, pursuant to the requirements of Florida Statutes Chapter 163 Part III, *Community Redevelopment*; and

WHEREAS, the City Council and Agency Board hereby find this Agreement serves a public purpose consistent with the Act, the City's Comprehensive Plan, and the Agency's Redevelopment Plan, and is in the best interest of the public health, safety, and welfare of the citizens of Cocoa.

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter set forth, to be kept and performed by both parties, the Agency and City agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by this reference as a material part of this Agreement.

2. **Conditions Precedent.** All rights, obligations, and liabilities of the parties under this Agreement shall be subject to the satisfaction of each of the following conditions precedent:

2.1. **Approval.** The approval of this Agreement by both the Agency's Board and the City Council of the City of Cocoa.

2.2. **Execution.** The complete execution of this Agreement by the Mayor of the City of Cocoa and the Chairperson of the Agency.

2.3. **Recordation.** The filing of this Agreement with the Clerk of the Circuit Court in and for Brevard County, Florida, pursuant to Section 163.01(11), Florida Statutes.

3. **Statutory Authority.** This Agreement shall be considered an Agreement pursuant to Section 163.01, Florida Statutes, and in accordance with the Community Redevelopment Act of 1969 (s. 163.330, Florida Statutes, et. seq.), and Chapter 8, Article III, of the City Code. With respect to the City, this Agreement shall also be in furtherance of the Florida Municipal Home Rule Powers Act (s. 166.011, Florida Statutes, et. seq.).

4. **Redevelopment of the Property.**

- 4.1 This Agreement is related to soliciting proposals for a redevelopment project on the Property, which is located within the City of Cocoa and the Diamond Square Community Redevelopment Area.
- 4.2 The City hereby authorizes the Agency to solicit proposals for redevelopment projects on the Property. All solicitations shall be conducted in compliance with the requirements of Chapter 163, Florida Statutes, and shall be consistent with the Diamond Square Community Redevelopment Agency's Redevelopment Plan. All Requests for Proposals issued by the Agency for redevelopment of the Property shall be of a form and substance as agreed to and approved by the City of Cocoa's City Manager, and shall be for a proposed redevelopment project which is agreeable to the City.
- 4.3 Should the Agency receive a responsive proposal for a redevelopment project that is consistent with the Agency's Redevelopment Plan, the Agency may recommend the proposal to the City of Cocoa's City Council. The City Council shall have the final authority to approve of any projects concerning the Property. The City Council of the City of Cocoa shall also have the final authority to approve a redevelopment agreement with the successful respondent.
- 4.4 All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules and all pension, insurance, relief, disability, worker's compensation, salary, death, and other benefits that apply to the activity of any City or Agency officer, agent, or employee when performing their respective functions hereunder shall apply to them to the same degree, manner, and extent while engaged in the performance of any of their functions and duties under this Agreement.
- 4.5 Each party to this Agreement shall be responsible for the acts, omissions, and conduct of its own appointees and/or employees, subject to the limitations provided in this Agreement.

5. Miscellaneous.

- 5.1 **Notices.** All notices and correspondence shall be (i) hand delivered (with signed acknowledgment of receipt or affidavit of delivery), (ii) delivered by registered or certified mail, return receipt requested, or (iii) delivered by overnight carrier with signed acknowledgment of receipt. All such notices and correspondence shall be sent to the respective parties, with copies forwarded to their agents or attorneys, at the addresses set forth below or at such other addresses as the parties hereto shall designate to each other in writing.

To City: City of Cocoa
Attn: City Manager

Interlocal Agreement
City of Cocoa and Diamond Square Redevelopment Agency
Page 3 of 7

65 Stone St.
Cocoa, FL 32922
(321) 433-8737

To Agency: Diamond Square Community Redevelopment Agency
Attn: Agency Manager
65 Stone St
Cocoa, FL 32922
(321) 433-8509

Any notice or demand so given, delivered or made by United States Mail, shall be deemed so given, delivered or made three (3) days after the same is deposited in the United States mail, registered or certified, return receipt requested, addressed as above provided, with postage thereon prepaid. Any such notice, demand or document hand delivered or made by overnight carrier shall be deemed to be given, delivered or made upon delivery (or attempted delivery, if deliver is not accepted) of the same at the address where the same is to be given, delivered or made.

- 5.2 **Time.** Time is of the essence with respect to this Agreement.
- 5.3 **Severability.** It is further understood and agreed that in the event any provision of this Agreement shall be adjudged, decreed, held, or ruled to be invalid, the parties shall meet to discuss whether the intent and purpose of this Agreement can still be fulfilled and whether the terms and conditions of this Agreement must be renegotiated or the Agreement should be terminated.
- 5.4 **Captions.** Captions and headings in this Agreement are for convenience only and shall not be relied upon in construing the meaning of this Agreement or any of its provisions.
- 5.5 **Non-waiver.** No covenant, term, condition (or breach thereof), shall be deemed waived, except by written consent of the party against whom the waiver is claimed. A waiver of any covenant, term, or condition (or breach thereof), shall not be deemed to be a waiver of any other covenant, term or condition (or breach thereof).
- 5.6 **Choice of Law; Venue.** his Agreement has been made and entered into in the State of Florida, County of Brevard, and the laws of such state shall govern the validity and interpretation of this Agreement and the performance due hereunder. The parties agree that venue shall be exclusively in Brevard County, Florida, for all state disputes or actions which arise out of or are based upon this Agreement, and in Orlando, Florida, for all federal disputes or actions which arise out of or are based upon this Agreement.
- 5.7 **Integration.** The drafting, execution, and delivery of this Agreement by the parties has been induced by no representations, statements, warranties, or agreements other

than those expressed herein. This Agreement embodies the entire understanding of the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof unless expressly referred to herein. The parties agree that they have both contributed equally to the drafting of this Agreement and this Agreement shall not be construed more favorably against the other in the event of any conflict with regards to the terms and conditions used herein.

- 5.8 **Governmental Disputes.** In the event of a conflict under this Agreement, the parties shall adhere to the procedures set forth in Chapter 164, Florida Statutes.
- 5.9 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be considered an original agreement; but such counterparts shall together constitute but one and the same instrument.
- 5.10 **Liability.** Each party to this Agreement shall be responsible for its own actions and omissions, and the actions and omissions of its personnel and contractors, in performing its obligations pursuant to the terms and conditions of this Agreement.
- 5.11 **Sovereign Immunity.** Notwithstanding any other provision set forth in this Agreement, nothing contained in this Agreement shall be construed as a waiver of the Agency's or the City's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on either party's potential liability under state or federal law. As such, the Agency and the City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, the Agency and the City shall not be liable for any claim or judgment, or portion thereof, to any one person for more than two hundred thousand dollars (\$200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds the sum of three hundred thousand dollars (\$300,000.00). This paragraph shall survive termination of this Agreement.
- 5.12 **Assignment Prohibited; Third Parties.** This Agreement shall not be assigned in whole or in part. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the Agency and the City, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the Agency and the City and not for the benefit of any other party.
- 5.13 **Effective Date.** The Effective Date of this Agreement shall be the date that this Agreement is recorded in the Official Records of Brevard County, Florida.

5.14 **Term and Termination.** This Agreement shall have a term of five (5) years, beginning on the Effective Date. This Agreement shall automatically terminate on the five (5) year anniversary of the Effective Date.

The City and Agency may terminate this Agreement prior to the end of the term by mutual written agreement signed by both parties.

Termination of this Agreement shall release both parties from their obligation to effect and to receive future performance hereunder. However, in addition to provisions of this Agreement that expressly survive the termination of this Agreement, termination of this Agreement does not preclude a claim for breach of this Agreement for non-performance.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this day and year first above written.

CITY OF COCOA, FLORIDA

Michael C. Blake, Mayor

ATTEST:

By: _____
Monica Arsenault, City Clerk

Approved by the City Council on: _____

**THE DIAMOND SQUARE REDEVELOPMENT AGENCY,
a Florida Community Redevelopment Agency**

Tracey Moore, its Chairperson

ATTEST:

Agency Recording Secretary

Approved by the Agency Board on: _____

EXHIBIT A

Property Legal Description

THE WEST ONE-HALF OF THE NORTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SECTION 32, TOWNSHIP 24 SOUTH, RANGE 36 EAST, EXCEPT THE WEST 365.61 FEET AND EXCEPT THE NORTH 6.19 ACRES CONVEYED TO THE BOARD OF PUBLIC INSTRUCTIONS BY DEED DATED NOVEMBER 10, 1953 AND RECORDED IN DEED BOOK 382, PAGE 120, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA ["SUBJECT PROPERTY"]

CITY COUNCIL AGENDA ITEM

Memo Date: June 26, 2025
Agenda Date: July 8, 2025
File ID: 2025-608
Prepared By: Charlene Neuterman, Community Services Director
Through: Stockton Whitten, City Manager
Requested Action: Staff is seeking Council direction.

BACKGROUND:

At its May 27, 2025 meeting the City Council discussed a multitude of matters regarding the Leon and Jewel Collins Museum of African American History and Culture. Ultimately the Council directed a discussion item to be brought back to the next meeting to discuss potentially the following.

- Operations staff or an operating entity
- Exhibition and Program Development
- Volunteer Development and Coordination
- Facility maintenance, capital repair and improvements
- Use as a venue

The following timeline of development of the Leon and Jewel Collins Museum is provided.

- 2014 Building acquired by the City from Brevard County
- 2015 Application for funding from the Florida Division of Historical Resources
- 2016 Building dedicated and named after Leon and Jewel Collins
- 2019 Building added to the Department of Interior's National Registry of Historic Places
- 2020 Museum exhibits and displays developed
- 2021 Museum available by appointment for tours
- 2023 Dedication of the 100th Anniversary of the Cocoa Elementary School

The following history of Federal, State, and other funding for the Collins Museum is provided.

- \$100,000 Roof Replacement Grant (FL Division of Historical Resources)
- \$355,256 Interior Restoration Grant (FL Division of Historical Resources)
- \$50,000 Museum Exhibits Grant (FL Division of Historical Resources)
- \$30,000 Museum Exhibits Grant (Federal Department of Interior)
- \$288,541 Museum Windows and Doors Grant (FL Division of Historical Resources)
- \$175,000 Landscape Buffer and Playground Equipment (Lennar Homes, LLC)

The following general fund capital repairs and improvements have occurred over the

last two to three years for the Brevard Museum.

- \$7,600 Siding Repairs
- \$25,003 Roof Repairs
- \$35,550 HVAC

Annual maintenance funding for Brevard Museum of Natural History and Science and the Collins Museum/Moore Center

- Average Annual Maintenance –
 - o Brevard Museum \$57,440
 - o Collins Museum \$29,808

Annual personnel cost/funding for Brevard Museum of Natural History and Science and the Collins Museum/Moore Center

- o Brevard Museum \$16,889
- o Collins Museum \$0

PRIORITY AREA CONNECTION:

Community Outreach and Engagement

BUDGETARY IMPACT:

Budgetary impact not determined at this time.

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Staff is seeking Council direction.

CITY COUNCIL AGENDA ITEM

Memo Date: June 18, 2025
Agenda Date: July 8, 2025
File ID: 2025-552
Prepared By: Susan Lambert, Police Administrative Technician
Through: Evander Collier, Police Chief
Requested Action: Council approval is requested to authorize the acceptance of a donation consisting of a 2008 Edgewater Power Boat 205CC motor, with an attached Suzuki 250-horsepower 4-stroke motor, with an estimated fair market value of \$21,640, along with an accompanying boat trailer valued at \$1,055. Approve a Resolution Amending the FY25 Budget, BAF# 25-071-A.

BACKGROUND:

On April 21, 2025, the Cocoa Police Department received a donation of a 2008 Edgewater Power Boat 205CC motor, with an attached Suzuki 250-horsepower 4-stroke motor, with an estimated fair market value of \$21,640, along with an accompanying boat trailer valued at \$1,055 from the Orange County Sheriff's Office.

The previous vessel, a 1985 Zodiac, was originally a United States Coast Guard vessel that was purchased by the Department from the Defense Logistics Agency (DLA) Disposition Services for \$500. The boat motor was subsequently acquired by the City of Cocoa in 1997 for \$7,102, and the vessel underwent a refurbishment in June 2009 at a capital improvement cost of \$10,800.

Due to escalating maintenance expenses incurred between FY2003 and FY2013 totaling \$12,655.88, both the motor and trailer were replaced in FY2015. The replacement motor was procured using Justice Assistance Grant (JAG) funds at a cost of \$13,437.49, while the trailer replacement cost was \$3,978.

From FY2014 to the present, total project expenditures recorded under project number PD14PB amount to \$29,966.34, which includes \$17,665.09 in JAG-funded expenditures. In addition, fleet-related charges totaled \$9,414, bringing the aggregate cost associated with the vessel to \$39,380.34 since 2014.

The current budget for the police boat is (for the trailer) \$1,600 for the repairs and maintenance of vehicles (boat) \$1500, and \$405 in the operating account.

A Newer Boat will also benefit our Police Department compared to our current older boat by providing the following:

1. Improved Reliability

The older boat requires frequent repairs, leading to downtime when it is

unavailable for patrol or emergency response. A newer boat will operate reliably, ensuring consistent coverage on the water when needed most.

2. Enhanced Safety Features

Newer police boats come equipped with modern navigation systems, updated lighting, and advanced safety equipment, reducing risks to officers during patrols, and rescues.

3. Better Performance

New engines provide faster response times and improved fuel efficiency, allowing officers to reach emergencies more quickly while reducing operational costs.

4. Reduced Maintenance Costs

The older boat's maintenance costs are increasing and repairs more frequent. A newer boat will significantly reduce these ongoing costs, resulting in long-term savings for the department.

5. Expanded Operational Capabilities

Modern boats often have better weather handling, and night operation capabilities, allowing the department to operate in a wider range of conditions, improving overall mission readiness.

6. Community and Officer Confidence

A reliable, professional-looking boat enhances public perception of the department and provides officers with confidence in their equipment during critical missions, directly impacting morale and operational effectiveness.

PRIORITY AREA CONNECTION:

Public Safety/Community Standards

BUDGETARY IMPACT:

Budgeted? No

If not budgeted, is amendment / transfer attached? Yes

Source/Use of Funds

Donation Budget (BAF25-071-A)

<u>Account Number</u>	<u>Amount</u>
001-0000-366.00-00 PD25PB	\$22,695

<u>Account Number</u>	<u>Amount</u>
001-2100-521.64-00 PD25PB	\$22,695

PREVIOUS ACTION:

None.

RECOMMENDED MOTION:

Council approval is requested to authorize the acceptance of a donation consisting of a 2008 Edgewater Power Boat 205CC motor, with an attached Suzuki 250-horsepower 4-stroke motor, with an estimated fair market value of \$21,640, along with an accompanying boat trailer valued at \$1,055. Approve a Resolution Amending the FY25 Budget, BAF# 25-071-A.



COCOA POLICE DEPARTMENT
1226 WEST KING STREET
COCOA, FLORIDA 32922



MEMORANDUM

TO: Lt. Robert Bobay
Watch Commander

FROM: Susan L. Austin
Administrative Assistant

DATE: September 17, 2013

RE: Police Boat

There is a 1998 Mercury Outboard Motor on the boat, asset number 7979, which cost the City of Cocoa \$7,102 on December 8, 1997. The boat was refurbished on June 17, 2009, asset number 7477, serial number XD664059H191, for \$10,800.

I have obtained financial records from our Finance Department regarding the Mullis Marine account. I have combined that information with the information that you obtained directly from the vendor.

Further, I have gathered information from Tammy Eastburn regarding the use of VISAs and purchases on those using the Enterprise Spend Platform. Usage of VISAs on the other systems is unavailable.

Finally, I have gone through the accounts since 2001 by year and extracted the information you requested. Please see the table below.



<u>Dates</u>	<u>Cost</u>	<u>Scope of Work</u>
11/10/03	\$429.60	*not available records destroyed
1/13/04	\$155.00	*not available records destroyed
9/23/04	\$84.00	*not available records destroyed
12/28/04	\$84.00	*not available records destroyed
1/12/05	\$21.00	*not available records destroyed
4/4/05	\$87.00	*not available records destroyed
9/12/05	\$183.00	*not available records destroyed
4/3/06	\$39.00	*not available records destroyed
6/12/06	\$267.10	W/P Kit, Bidge Pump,
8/10/06	\$62.30	*not available records destroyed
11/27/06	\$128.50	Rollers for the trailer
12/15/06	\$153.00	Replace carpet and Bow Stop
5/4/07	\$106.00	Life vests
6/4/07	\$175.00	Inflatable Life Jacket
6/26/07	\$334.20	New Battery/Replace Gauge
7/2/07	\$167.00	Trailer Bearings
7/26/07	\$43.00	Alarm
6/6/08	\$75.00	Drain fuel tank had lots of water
7/10/08	\$188.50	Water pump/lower unit oil/trailer lights
7/15/08	\$48.00	Repair bilge pump
8/4/08	\$258.00	Batteries, auto bilge pump
2/9/09	\$272.00	Plugs/Filter/Oil, grease and shop supplies (ck call and service)
8/1/09	\$4,400	Paint Hull from Orange to Grey
11/16/09	\$295.50	New Batteries & Ck running Fuel System
12/17/09	\$68.00	Plugs, Oil, Vent
3/9/10	\$75.00	Pulled L/U off to inspect crank and driveshaft - wear getting worse
4/21/10	\$77.40	Oil, tank vent, splash guard and keys
7/26/10	\$100.00	used trim motor installed
8/5/10	\$36.60	Cable and Hook
9/9/10	\$809.50	Life vests, lights, life line, oil, etc.
9/27/10	\$364.00	Install lights and VGW Switches on T-Top
9/28/10	\$174.00	Buzzer/Cleaned water out of fuel
3/31/11	\$45.00	VISA - Michael Dellatorre (Lifeline Marine) Supplies for Boat Hull
7/5/12	\$546.11	VISA - Mark Oenbrink (The Expediter, LLC) Boat Trailer Repair
7/13/12	\$166.70	VISA- John Zuhlke (SF Travis) Parts for Boat
8/3/12	\$413.50	R&R Water Pump/Bilge Pump Float
9/4/12	\$280.50	2 batteries and 1 wire
2/18/13	\$80.00	R&R T-Top
6/24/13	\$822.00	Leaking Gas Line/PSI Water Line Broken
7/10/13	\$93.00	2 gal of Oil & One Light Stern
7/16/13	\$100.00	VISA - Mark Oenbrink (Bob Ks Marine Supply) P&M Boat Trailer
7/18/13	\$148.87	VISA - John Zuhlke (SF Travis) Parts for Boat
9/4/13	\$200.00	grease & air trailer/ck water pump/ck motor
Total:	\$12,655.88	

The total amount spent on the boat to date I could find was \$12,655.88. This amount does not include the \$10,800 spent to refurbish it in 2009.

I would recommend that we establish a project for the boat in the future.

Thank you.

Cc: Jessica Dovale

Identification Number	Year	Make	Body	WT-L-BHP	Vessel Regis. No.	Title Number
DMA06136B808	2008	DMA	VS	20' 6"	FL7393NS	100530941

Registered Owner:

Date of Issue 04/16/2008

Lien Release

Interest in the described vehicle is hereby released

By _____

Title _____

Date _____

ORANGE COUNTY SHERIFF'S OFFICE
2200 W COLONIAL DR
ORLANDO FL 32804

IMPORTANT INFORMATION

- When ownership of the vehicle described herein is transferred, the seller MUST complete in full the Transfer of Title by Seller section at the bottom of the certificate of title.
- Upon sale of this vehicle, the seller must complete the notice of sale on the reverse side of this form.
- Remove your license plate from the vehicle.
- See the web address below for more information and the appropriate forms required for the purchaser to title and register the vehicle, mobile home or vessel:
<http://www.hsmv.state.fl.us/html/titlinfo.html>

Mail To:

ORANGE COUNTY SHERIFF'S OFFICE
2200 W COLONIAL DR
ORLANDO FL 32804-6900

**CERTIFICATE OF TITLE**

Identification Number	Year	Make	Body	WT-L-BHP	Vessel Regis. No.	Title Number
DMA06136B808	2008	DMA	VS	20' 6"	FL7393NS	100530941

Lien Release

Interest in the described vehicle is hereby released

By _____

Title _____

Date _____

Prev State	Color	Primary Brand	Secondary Brand	No of Brands	Use	Prev Issue Date
N					VESSEL	

Odometer Status or Vessel Manufacturer or CH Use	Hull Material	Prop	Date of Issue
EDGEWATER POWERBOATS	FBGLSS	OUTBRD	04/16/2008

Registered Owner

ORANGE COUNTY SHERIFF'S OFFICE
2200 W COLONIAL DR
ORLANDO FL 32804

1st Lienholder

NONE

DIVISION OF MOTOR VEHICLES

TALLAHASSEE

FLORIDA

DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES

Carl A. Ford
Carl A. Ford
Director

Control Number

89409421

Electra Theodorides-Bustle
Electra Theodorides-Bustle
Executive Director

TRANSFER OF TITLE BY SELLER (This section must be completed at the time of sale.)

Federal and/or state law require that the seller state the mileage, purchaser's name, selling price and date sold in connection with the transfer of ownership.

Failure to complete or providing a false statement may result in fines and/or imprisonment.

This title is warranted to be free from any liens except as noted on the face of the certificate and the motor vehicle or vessel described is hereby transferred to:

Seller Must Enter Purchaser's Name: _____

Address: _____

Seller Must Enter Selling Price: _____

Seller Must Enter Date Sold: _____

I/We state that this ☐ 5 or ☐ 6 digit odometer now reads _____ (no tenths) miles, date read _____ and I hereby certify that to the best of my knowledge the odometer reading:
☐ 1. reflects ACTUAL MILEAGE. ☐ 2. is IN EXCESS OF ITS MECHANICAL LIMITS. ☐ 3. is NOT THE ACTUAL MILEAGE.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS STATED IN IT ARE TRUE

SELLER Must
Sign Here: _____

CO-SELLER Must
Sign Here: _____

Print Here: _____

Print Here: _____

Selling Dealer's License Number: _____

Tax No.: _____

Tax Collected: _____

Auction Name: _____

License Number: _____

PURCHASER Must
Sign Here: _____

CO-PURCHASER Must
Sign Here: _____

Print Here: _____

Print Here: _____

NOTICE: \$10.00 PENALTY IS REQUIRED BY LAW IF NOT SUBMITTED FOR TRANSFER WITHIN 30 DAYS AFTER DATE OF PURCHASE

Copy

BILL OF SALE
RELEASE AND WAIVER OF LIABILITY

The Orange County Sheriff's Office (hereinafter Sheriff), hereby transfers all title and interest in the 2008 Edgewater 205 CC center console boat, and attached Suzuki 250 horsepower 4 stroke motor, HIN: DMA06136B808 (hereinafter Vessel) and the 2008 Float On trailer, VIN: 40YBF21278F000268 (hereinafter Trailer) to the Cocoa Police Department (hereinafter Donee), as of the 21st day of April, 2025.

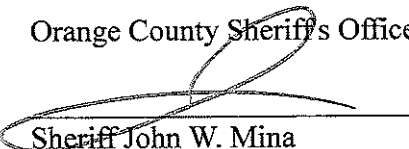
The Donee will be responsible for any and all costs associated with the transfer and transport of the Vessel and Trailer from the Orange County Sheriff's Office located in Orlando, Florida to its final destination. Donee shall also be responsible for any damage or loss, which may occur during transport.

The Vessel and Trailer may be used for law enforcement purposes and the Donee acknowledges that the Vessel and Trailer are used and accepts the same as is. The Sheriff makes no warranties as to the condition of the Vessel and Trailer and the Donee will conduct its own review and inspection of the Vessel and Trailer prior to use. The Donee, agrees to indemnify and hold harmless the Sheriff, his agents, employees and assigns, and to waive all claims for any and all injuries to the Donee's employees, agents or others who may use the Vessel and Trailer or become injured by it including but not limited to, those driving the Vessel and Trailer, property damage, losses, claims, demands, judgments and liabilities, whatsoever, and from all expenses and costs (including but not limited to attorney's fee) arising in connection with or related to the use of the Vessel and Trailer.

The Donee will ensure that the Vessel and Trailer are properly titled and insured prior to use.

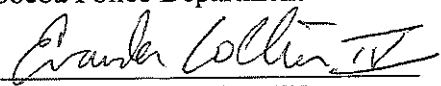
As evidenced by the signature below, the Donee acknowledges the contents of this bill of sale and release and waiver of liability and further, knowingly and voluntarily signs this release and waiver of liability.

Orange County Sheriff's Office


Sheriff John W. Mina
2500 W. Colonial Drive
Orlando, FL 32804

Date: 5-29-25

Cocoa Police Department


Chief Evander Collier, IV
1226 W. King Street
Cocoa, FL 32922

Date: 5/8/25

Approved as to form and legality
For the reliance of the Sheriff
Of Orange County, FL, only


Assistant General Counsel

Date: 5/16/2025

CERTIFICATE OF ORIGIN FOR A VEHICLE



DATE
2/20/2008

INVOICE NO.

8467

VEHICLE IDENTIFICATION NO.
40YBF21278F000268

YEAR
2008

MAKE

FLOAT-ON

BODY TYPE
TRAILER

SHIPPING WEIGHT
318 KG (700 LBS)

H.P. (S.A.E.)

G.V.W.
2313 KG (5100 LBS)

NO. CYLS.

SERIES OR MODEL
421-TABB

I, the undersigned authorized representative of the company, firm or corporation named below, hereby certify that the new vehicle described above is the property of the said company, firm or corporation and is transferred on the above date and under the Invoice Number indicated to the following distributor or dealer.
NAME OF DISTRIBUTOR, DEALER, ETC.

EDGEWATER POWER BOATS
P.O. BOX 790
EDGEWATER, FL 32132

It is further certified that this was the first transfer of such new vehicle in ordinary trade and commerce.

FLOAT-ON CORPORATION

BY:

Reina L. Smith
(SIGNATURE OF AUTHORIZED REPRESENTATIVE)

(AGENT)

1925 98th AVENUE
VERO BEACH, FL 32966

CITY-STATE

A0028142



Risk nothing.

P.O. Box 790 • 211 Dale Street
Edgewater, FL 32132
(386) 426-5457

PAGE NO: 1 of 2

INVOICE NO: 014291

INVOICE DATE: 03/28/2008

INVOICE

CUSTOMER NO: ORAN1C
CUSTOMER PH: 407-832-3638

YOUR ORDER NO: 145630
OUR ORDER NO: 7672S-GY-COMM-0000

BILL TO:

ORANGE COUNTY SHERIFF'S OFFICE
FINANCE SECTION
PO BOX 1440
ORLANDO FL 32808-1440

SHIP TO:

ORANGE COUNTY SHERIFF'S OFFICE
SPECIAL OPS/MARINE UNIT
475 WEST STORY RD
OCOE FL 34761

TERMS: CASH #1: DISC:
CASH #2: DISC:
NET DUE DATE: 040408
YOUR CUSTOMER REP IS: RBT

SHIPPED: 03/28/2008
SHIPPED VIA:
F.O.B.: EDGEWATER, FL
SHIPMENT NO: 014007 REF:
PRO NO:

QTY ORDERED	QTY SHIPPED	QTY B.O.	ITEM NUMBER	UNIT PRICE US DOLLARS	EXTD PRICE US DOLLARS
1	1	0	E-205CC	60,508.00	60,508.00

EDGEWATER 205 CENTER CONSOLE
ENG#6P2X-1024333
FLOAT ON TRAILER 40YBF21278F000268
GSA# GS-07F-0163N
PO# 145630
SERIAL NO: DMA06136B808

CONSISTING OF:

ORDER CODE	DESCRIPTION	QTY
42-1055	ENGINE, F250TXR, YAMAHA	1.00
42-3009	PROP, 15-1/4 X 19R, S/S, YAMAHA	1.00
72-0103-BL	ALUM ARCH WHELEN EQUIP FWD BLK	1.00
8C-0725	WHELEN PKG LED BAR SA40 WP3FM	1.00
8C-5205-MY08	BASE BOAT, 205CC COMMERCIAL 2008	1.00
8C-0201-205CC	HULL COLOR WHITE	1.00
8C-0550-205CC	NAVIGATION LIGHTS LED	1.00
8C-0116-205CC	TOE RAIL INTERIOR SST	1.00
8C-0117-205CC	CONSOLE RAIL SST	1.00
8C-0119-205CC	BOW RAIL LOW SST	1.00
8C-EY205-4DIG	PRE-RIG YAM 4STROKE DIG SNG 205CC	1.00
8C-0401-205CC	ENGINE INSTALL AND TEST SNG	1.00



Warranty Registration Form

1-800

Power Boats

Commercial Products Division

Contract # GS-07F-0163N

Agency Purchase Order Number: 145630

EdgeWater Order # 7672S-GY-COMM

Purchase Order Date: December 18, 2007

Delivery Date: Thursday, April 04, 2008

Customer/Agency Name: Orange County Sheriff's Office – Special Operations

Agriculture-Marine Patrol Unit

Attention: Commander Stephen Garrison

Cell Phone:

Email Address: Stephen.garrison@ocfl.net

Bill To Address: Orange County Sheriff Finance Section, P.O. Box 1440

City: Orlando

State: Florida

Zip Code: 32802-1440

Phone Number: 407-254-7430

Fax Number:

Bill To Contact(s): Finance Section

Ship To Address: 475 West Story Road

City: Ocoee

State: Florida

Zip Code: 34761

Contact: Commander Stephen Garrison

Model: Commercial 205 CC

Hull Identification Number: DMA06136B80t

Engine Year: 2008

Engine(s) Make: Yamaha

Model Number/Horsepower: F250TXR

Engine Serial Number: 1. F250TXR 6P2 X 1024333 H

Trailer: Float-On

Model: 421-TABB

Trailer Serial #: 40YBF21278F000268

Name of Person Submitting (Print): _____

Signature of Submitter: _____ Date: _____

Fax (386) 426-1999 OR MAIL TO THE ATTENTION OF THE COMMERCIAL DIVISION

EdgeWater Power Boats, 211 Dale Street, Edgewater, FL 32132

386-426-5457 ext. 14, Fax: 386-426-1999, www.ewboats.com

E-mail: rtaylor@ewboats.com

CERTIFICATE OF ORIGIN FOR A BOAT OR MOTOR**YAMAHA MOTOR CORPORATION, U.S.A.****DATE** 01/28/08**INVOICE NO.** 4319731**MFG DATE**
09/2007**ENGINE I.D. NO.**
6P2X-1024333**SERIES OR MODEL**
F250TXR**MAKE**
YAMAHA**BODY TYPE**
OUTBOARD ENGINE
H.P. (S.A.E.)
250.0**SHIPPING WEIGHT**
604.06 LBS
NO. CYLS.
6 3352 CC

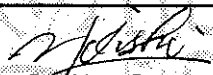
I, the undersigned authorized representative of the company, firm or corporation named below, hereby certify that the new boat or motor described above is the property of the said company, firm or corporation and is transferred on the above date and under the Invoice Number indicated to the following distributor or dealer.
NAME OF DISTRIBUTOR, DEALER, ETC.

554570
EDGEWATER POWER BOATS, LLC.
211 DALE STREET
EDGEWATER

FL 32132-1417

It is further certified that this was the first transfer of such new vehicle in ordinary trade and commerce.

YAMAHA MOTOR CORPORATION, U.S.A.


BY: Exec. Vice President, Secretary/Treasurer
(SIGNATURE OF AUTHORIZED REPRESENTATIVE) (AGENT)

Cypress, California 90630

CITY - STATE

Y11180 REV 11/2006

MANUFACTURER'S STATEMENT OF ORIGIN TO A BOAT OR MOTOR

To undersigned CORPORATION hereby certifies that the new boat or motor described below, the property of said CORPORATION, has been transferred this 28th day of Mar 20 08 on Invoice No. 14291 to Orange County Sherriff Office
475 West Story Road, Ocoee, FL 34761

(Distributor, Dealer, Etc.)

<u>Model</u>	<u>Year</u>	<u>Model</u>	<u>Length</u>
<u>Year</u>	<u>Built</u>		
2008	2008	205CC Edgewater	20'6"
<u>Boat</u>	<u>Mfg. Hull Identification No.</u>		
	DMA06136B808		

<u>Motor</u>	<u>Motor No.</u>	<u>H.P.</u>

Hul Material: Fiberglass

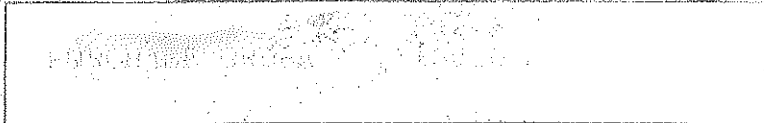
The CORPORATION further certifies that this was the first transfer of such new boat or motor in ordinary trade and commerce.

EDGEWATER POWER BOATS, LLC

By: John W. Welf Finance Dept
Sign Name Title or Position

P.O. Box 790, Edgewater, Fl 32132

Orange County Sheriff
P.O. Box 1440
Orlando, Florida 32802-1440
Phone: 407-254-7145
Fax: 407-254-7151



PURCHASE ORDER NUMBER MUST
APPEAR ON ALL INVOICES, BILLS OF
LADING, PACKAGES AND
CORRESPONDENCE

Page

Date

Original
Invoice To

ORANGE COUNTY SHERIFF
FINANCE SECTION
P.O. BOX 1440
ORLANDO, FLORIDA 32802-1440

Ship To

SPECIAL OPS/MARINE UNIT
ORANGE COUNTY SHERIFF
475 W SEVENTH ST
ORLANDO FL 32801

Contact JOHN HOTZ
Vendor Number 273471

Terms Net

Vendor EDGEWATER POWER BOATS
211 DALS STREET
EDGEWATER, FL 32132

Delivery Date
Contract
Buyer
FOB

Special Instructions M/F CMDR. STEPHEN GARRISON
GSA# GS-07F-0163N

LINE NO.	QUANTITY	UNIT	QUANTITY REC'D	DESCRIPTION	UNIT COST	TOTAL COST
				COMMERCIAL EDGEWATER 205 CC SPECIFICATIONS: L.O.A 20'-6" BEAM 8'-6" DRAFT 20" DRY WEIGHT APPROXIMATELY 2680LBS TRANSOM HEIGHT 25" FUEL CAPACITY 90 U.S. GALLONS MAXIMUM H.P. 225 DEADRISE @ TRANSOM 20 DEGREES FEATURES INCLUDED IN QUOTE: STANDARD GELCOAT LIMITED 10 YR NON-PRORATED STRUCTURAL HULL AND DECK WARRANTY PERMAGRID FIBERGLASS STRINGER SYSTEM NON-SKID DECKS NO WOOD COMPOSITE CONSTRUCTION FIBERGLASS COMPOSITE TRANSOM HONEYCOMB COMPOSITE CORING HEAVY-DUTY MARINE UV RESISTANT VINYLS CLOSED-CELL FOAM FLOTATION HAND-LAID FIBERGLASS HULL VARIABLE DEAD RISE HULL 68 SQ.FT. OF COCKPIT SPACE SELF BAILING COCKPIT		
181940 404BF 212 78F 000 268 FLOATION 2008 TEL						
181941 6P2X-1024333 YAMAHA 250 9/07 motor						
181942 DMA06136 B808 Edgewater 08 205CC model BOAT						

I CERTIFY THAT THE ITEMS ABOVE HAVE BEEN RECEIVED IN A SERVICEABLE
CONDITION AND AS SPECIFIED OR THE SERVICES PERFORMED AS STATED

SIGNATURE OF AUTHORIZED RECEIVING PERSONNEL

DATE

To Be Completed by Purchasing Agent

PURCHASING AGENT



Risk nothing.

P.O. Box 790 • 211 Dale Street
Edgewater, FL 32132
(386) 426-5457

PAGE NO: 2 of 2

INVOICE NO: 014291

INVOICE DATE: 03/28/2008

I N V O I C E

CUSTOMER NO: ORAN1C
CUSTOMER PH: 407-832-3638

YOUR ORDER NO: 145630
OUR ORDER NO: 7672S-GY-COMM-0000

BILL TO:

ORANGE COUNTY SHERIFF'S OFFICE
FINANCE SECTION
PO BOX 1440
ORLANDO FL 32808-1440

SHIP TO:

ORANGE COUNTY SHERIFF'S OFFICE
SPECIAL OPS/MARINE UNIT
475 WEST STORY RD
OCOE FL 34761

TERMS: CASH #1: DISC:
CASH #2: DISC:
NET DUE DATE: 040408
YOUR CUSTOMER REP IS: RBT

SHIPPED: 03/28/2008
SHIPPED VIA:
F.O.B.: EDGEWATER, FL
SHIPMENT NO: 014007 REF:
PRO NO:

QTY ORDERED	QTY SHIPPED	QTY B.O.	ITEM NUMBER	UNIT PRICE US DOLLARS	EXTD PRICE US DOLLARS
			8C-1008	BATTERY GR29	2.00
			8C-0401-205CC	TRIM TABS Lenco W INDICATORS	1.00
			8C-0603	LEAN POST ALUM 72QT WBACKREST	1.00
			8C-0620	FOOTREST FOLD FOR 72QT ALUM LP	1.00
			8C-0901-205CC	DIVE DOOR 34 ALUM W LADDER 205CC	1.00
			8C-0804-205CC-G	SUNTOP WBOOT HUNTER GREEN 205CC	1.00
			8C-0101	CLEATS 8IN PAIR SST	1.00
			8C-0303	STEERING WHEEL DESTROYER WKNOB	1.00
			8C-0302-205CC	CONSOLE ELEC BOX 205CC CON BLACK	1.00
			8C-0113-205CC	CUTWATER SST BLK POWDER	1.00
			8C-1013	12VDC OULET	1.00
			8C-1133	CLARION RECVR CLACMD5	1.00
			8C-1134	SPEAKERS MBQUART PR NKD116	1.00
			8C-1503-205CC	TRAILER FLOAT ON 421TAB	1.00
			8C-1510	HYDRAULIC SURGE BRAKES 1 AXLE	1.00
			8C-1525	SPARE TIRE CARRIER 13	1.00
			8C-1529	SPARE TIRE 13" FLOAT ON	1.00
			8C-0203-HZGREY	HAZE GREY DECK & SMALL PARTS 205CC	1.00

SALES TOTAL: 60,508.00
SALES TAX: 0.00
FREIGHT: 0.00
LESS: 0.00
OTHER CHARGES: 0.00
INVOICE TOTAL: 60,508.00
US DOLLARS

RESOLUTION NO. 2025-037

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 8th day of July, 2025.

Michael C. Blake, Mayor

ATTEST:

Monica Arsenault, City Clerk



City of Cocoa Budget Adjustment Form FY2025- 071-A

Select Adjustment Type: Budget Amendment

Requesting Department #: 2100

Date Prepared: 6/18/25

Revenue Accounts'

Adjusting Amount	Account Number	Account Name	Current Budget	Adjusted Budget	Project Number
\$ 22,695	001-0000-366.00-00	Misc. Revenues/Contributions & Donations		\$ 22,695	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
\$ 22,695 Total					

Expense Accounts'

Adjusting Amount	Account Number	Account Name	Current Budget	Adjusted Budget	Project Number
\$ 22,695	001-2100-521.64-00	Law Enforcement/Machinery & Equipment	\$ 179,163	\$ 201,858	PD25PB
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
\$ 22,695 Total					

Reason/Justification for Adjustment:

Council approval is requested to authorize the acceptance of a donation consisting of a 2008 Edgewater Power Boat equipped with a 205CC motor, with an estimated fair market value of \$21,640, and an accompanying boat trailer valued at \$1,055. Upon acceptance, these assets will be recorded as donated capital assets in accordance with applicable accounting standards.
Agenda# 2025-522

City Council Approval Needed? Yes: ☒ No: ☐

Date Approved: _____

Resolution #: 2025-037

~*City Council Approval needed for transfers greater than \$75,000 or transfers between departments/funds. All CRA adjustments must go to their respective boards.

Susan Lambert
Digitally signed by Susan Lambert
Date: 2025.06.18 11:20:38 -04'00'
Requestor's Signature

Zoie Badalov
Digitally signed by Zoie Badalov
Date: 2025.06.18 14:25:03 -04'00'
Finance Approval Signature

Finance Director's Signature


Digitally signed by Evander Collier
Date: 2025.06.18 12:16:00 -04'00'
Department Director's Signature

Lora Howell
Digitally signed by Lora Howell
Date: 2025.06.18 16:33:35 -04'00'
Deputy Finance Director's Signature

City Manager's Signature

FINANCE USE ONLY:

Date Entered: _____

Entered By: _____

Group #: _____

CITY COUNCIL AGENDA ITEM

Memo Date: June 24, 2025
Agenda Date: July 8, 2025
File ID: 2025-589
Prepared By: Samantha Senger, Communications & Economic Development Manager
Through: Stockton Whitten, City Manager
Requested Action: Approval of a Memorandum of Understanding between the City of Cocoa and Brightline to memorialize a basic framework to cooperatively work together to pursue the funding, design, permitting, and construction of the Cocoa Multi-modal Passenger Rail Station.

BACKGROUND:

Brightline announced in 2024 that the City of Cocoa would be the location of their next passenger rail station along the Orlando to Miami route. The parties have been working together to secure funding and support for this transformative project. Staff is seeking approval of a Memorandum of Understanding between the City of Cocoa and Brightline to memorialize a basic framework to cooperatively work together to pursue the funding, design, permitting, and construction of the Cocoa Multi-modal Passenger Rail Station. The proposed MOU is attached.

PRIORITY AREA CONNECTION:

Investment in Public Infrastructure
Economic and Community Development

BUDGETARY IMPACT:

Budgeted? No Budget impact for the MOU. The City of Cocoa's funding of \$5 million towards this project is part of the approved and earmarked assigned fund balance.

PREVIOUS ACTION:

City Council did approve the City of Cocoa to fund \$5 million towards the project, which is part of the earmarked assigned fund balance. Council also approved the City of Cocoa to move forward in securing grant funding for this project.

RECOMMENDED MOTION:

Approval of a Memorandum of Understanding between the City of Cocoa and Brightline to memorialize a basic framework to cooperatively work together to pursue the funding, design, permitting, and construction of the Cocoa Multi-modal Passenger Rail Station.

**Memorandum of Understanding
Related to the Development of a Brightline Station in Cocoa, Florida**

This Memorandum of Understanding ("MOU") is entered into as of _____, 2025 (the "**Effective Date**") by and between Brightline Trains Florida LLC, a Delaware limited liability company ("**Brightline**"), and the City of Cocoa, a Florida municipal corporation ("**City**").

RECITALS

A. Brightline owns and operates a high-speed passenger railway system with passenger train stations located in Miami, Aventura, Fort Lauderdale, Boca Raton, West Palm Beach, and Orlando (the "**System**").

B. Brightline desires to add an additional station to the System in the City of Cocoa, Florida, consisting of a passenger train station, rail and station infrastructure, including approximately four miles of double track, and parking (collectively the "**Project**") and to provide passenger train service to the Project to service the Space Coast Region.

C. In December 2024, the City and the Space Coast Transportation Planning Organization ("**Space Coast TPO**") submitted a grant application under the Federal-State Partnership for Intercity Passenger Rail Program ("**FSP Grant**") to facilitate the funding of the Project.

D. The parties now wish to enter into this MOU to memorialize a basic framework to cooperatively work together to pursue the funding, design, permitting, and construction of the Project.

AGREEMENT

Now, therefore, the parties agree as follows:

Section 1. Coordination.

The parties acknowledge that this MOU serves as a basis of communication and coordination and a commitment to begin jointly advancing the Project. However, this MOU does not obligate either party to commit specific outcomes with respect to topics described herein. The parties acknowledge and understand that more definitive agreements will need to be prepared and executed by the parties to establish binding commitments to fund, design, permit, and construct the Project. Nevertheless, this MOU reflects the parties willingness to work together in good faith to advance their shared interest in funding,

designing, permitting, and constructing the Project including in relation to these topics:

1.1 The parties acknowledge that City is the applicant and will be the recipient of an FSP Grant (or other federal grant in the event FSP Grant is not awarded), if awarded, and will implement and maintain oversight of the federal grant. It is anticipated that Brightline will be a sub-recipient of the federal grant and City and Brightline shall work together to develop and implement a joint, efficient approach to be set forth in a sub-recipient agreement between the parties to provide for the administration of the federal grant and the development of the Project consistent with the terms and conditions of the FSP Grant. The City will continue any oversight as permitted by applicable law and as required by the conditions of the grant following grant implementation.

1.2 The parties will work together and seek guidance from the Federal Railroad Administration (FRA), as needed, to establish proper processes for grant implementation and management, including understanding state and federal compliance requirements and accounting protocols. The parties understand that any grant funds awarded under the federal grant for the Project will be disbursed by the City pursuant to applicable regulations and guidelines. The specific reimbursement process will include timeframes for submission and payment of invoices and provisions for promptly resolving disputed invoices. Subject to further guidance from the FRA, Brightline costs will be subject to Federal Accounting Regulations and any grant requirements. For the design, permitting, and construction of the Project, the parties will utilize procurement procedures required by the grant agreement, and if permissible by said agreement, either party may utilize their own procurement procedures allowed by law.

1.3 Brightline shall provide the City with information available to Brightline regarding grant applications for the Project, including but not limited to technical reports, plans and drawings, cost estimates, professional and technical contracts, subcontracts, invoices, and the like, necessary and convenient for the administration of the grant. The City and Brightline understand and agree that all documents or other information provided by Brightline shall be subject to the confidentiality provisions of Section 3 below.

1.4 To help facilitate maximum utility of any federal grant awarded, the parties will endeavor to seek pre-award authority for Project development activities and long-lead items on the critical path while the grant agreement is being negotiated. Long-lead items and activities may include such things as design, materials procurement, and preconstruction activities.

1.5 Brightline will: (i) design the Project, (ii) construct the Project, (iii) operate the high-speed rail service to and from the Project, (iv) provide the land upon which the Project shall be built, and (v) own and maintain all improvements that comprise the Project. City acknowledges that Brightline is not obligated to provide funding for the design, permitting, and construction of the Project and its contribution to complete the construction of the Project shall be limited to the land to be provided for the Project.

1.6 The City agrees to 100% funding and leading the work related to preliminary engineering and review under the National Environmental Policy Act ("NEPA") which is contemplated to be complete prior to the federal grant award. Brightline agrees to assist the City and the City's consultant as needed to advance the review under NEPA.

1.7 The parties acknowledge that the FSP Grant, if awarded, could yield \$47,207,222.00. Further, the other sources of funding contemplated for this Project include: City of Cocoa ~ \$5,000,000.00; Brevard County Tourism Development Council ~ \$5,000,000.00; Space Coast TPO ~ \$15,500,000.00; and Community Project Funding from the CRISI Program ~ \$2,000,000.00. If the FSP Grant is not awarded, the parties will work together to submit for another federal grant. In addition, the parties agree to cooperate in applying for other grants from other sources to the extent available and necessary to offset the costs of the Project.

1.8 The parties intend that permit fees related to the Project will be expensed from the overall grant award(s) for the Project.

1.9 The City intends to undertake a community planning process to design an eclectic, mixed-use center on the vacant land surrounding the Project, which is owned by either the City or Brightline. The envisioned development will support transit-oriented principles and respect the native environment. The City welcomes Brightline's participation and input throughout the planning process.

Section 2. Term.

This MOU will remain in effect for a period of two (2) years from the date first written above or as may be extended by the parties to facilitate the fulfillment of any funding requirements that may result from a successful award of a grant as contemplated by this Agreement.

Section 3. No Representations or Warranties: Public Records: Confidentiality.

3.1 The parties acknowledge that they may share information and documents with each other in furtherance of the goals and activities described in this MOU. Each party acknowledges that over the course of development of projects of the kind described in this MOU, information may change or become outdated. The parties will act in good faith, but neither makes any representations or warranties regarding the accuracy or completeness of any information or documents it may share with the other.

3.2 The parties understand that this MOU is subject to the Florida Public Records Act, as the City is a public agency. If Brightline has any questions regarding the application of the Florida Public Records Act, and the duty to provide public records relating to this MOU,

contact the custodian of records, the City Clerk at (321)-433-8488, marsenault@cocoaf1.gov, 65 Stone Street, Cocoa, Florida 32922.

3.3 Brightline will mark all documents considered proprietary or otherwise confidential with "Trade Secret - Confidential Business Information." Brightline understands that, as a public agency, the City is subject to the Florida Public Records Act. Should City receive any requests for disclosure of documents Brightline has marked as "Trade Secret - Confidential Business Information," the City will provide prompt notice to Brightline of the request for disclosure. Brightline further acknowledges that the City shall be permitted to disclose the requested records in response to a formal request, to the extent required by law, unless Brightline obtains a court order prohibiting such disclosure within ten (10) calendar days after the City's notice of the request. Notwithstanding any other provision of this MOU, the City will not disclose documents that Brightline has marked as "Trade Secret - Confidential Business Information" in response to a Florida Public Records Act request without first providing notice to Brightline.

Section 4. General Terms.

4.1 Governing Law. Except with respect to subjects preempted by federal law, this MOU is governed by and will be construed in accordance with the laws of the State of Florida.

4.2 Entire Agreement. This MOU is the full and complete agreement between the parties with respect to the transaction and matters set forth or contemplated herein.

4.3 Severability. If any provision of this MOU, or the application of a provision to any person, entity, place, or circumstance, is held by a court of competent jurisdiction to be invalid, void, or otherwise unenforceable, such provision will nonetheless be enforced to the maximum extent possible so as to effect the intent of the parties; or, if incapable of such enforcement or unable to achieve the intent of the parties, will be deemed to be deleted, and the remainder of this MOU and such provisions as applied to other persons, entities, places, and circumstances will remain in full force and effect. In such an event, the parties agree to reasonably and in good faith negotiate an amendment which, if agreed upon, will replace or modify any invalid or illegal or unenforceable provision and related provisions with valid, legal, and enforceable provisions that most closely and reasonably approximate the intent and economic effect of the invalid, illegal, or unenforceable provision.

4.4 Amendments. This MOU may only be modified by written amendment signed by authorized representatives of the parties.

4.5 Relationship of the Parties. Each party is and will at all times be and remain independent from the other party and will not be deemed an agent, fiduciary, partner, joint-venturer, employee, or employer of the other party. Nothing contained herein has the effect of creating a trust, joint venture, partnership, or employment relationship between the parties.

Neither party has any right or power to obligate or bind the other party in any manner whatsoever.

4.6 Waivers. Any waiver, modification, consent, or acquiescence with respect to any provision of this MOU must be set forth in writing and duly executed by or on behalf of the party to be bound by it. No waiver by a party of any breach will be deemed to be a waiver of any other or subsequent breach.

4.7 Notices. Any communication, notice, or demand of any kind whatsoever that a party may be required or may desire to give to or serve upon the other party must be in writing and delivered by personal service (including express or courier service) or by registered or certified mail, postage prepaid, return receipt requested, or by a nationally recognized overnight delivery service, in each case addressed as follows:

Brightline: Brightline Trains Florida LLC
Attn: Chief Legal Officer
350 NW 1st Ave, Suite 200
Miami, Florida 33128

City: City of Cocoa
Attn: City Manager
65 Stone Street
Cocoa, Florida 32922

Without requiring an amendment to this MOU, either party may change its address for notice by written notice given to the other party in the manner provided in this Section. Any such communication, notice, or demand will be deemed to have been duly given or served on the date personally served, if by personal service; three (3) days after being placed in the U.S. Mail, if mailed; or one (1) day after being delivered to an overnight delivery service, if sent by overnight delivery.

4.8 No Third-Party Beneficiaries. This MOU is for the exclusive benefit of the parties to it and not for the benefit of any third party, except to the extent as may be expressly contemplated in this MOU.

4.9 Authority and Binding Effect. Each individual executing this MOU affirms that he or she has the capacity set forth on the signature pages and has full power and authority to execute this MOU and, through his or her execution, bind the party on whose behalf he or she is executing the MOU.

4.10 Counterparts. The parties may sign this MOU in counterparts, each of which is deemed an original but all of which together constitute one and the same instrument.

[Signature Page Follows]

The parties have executed this MOU as of the Effective Date.

BRIGHTLINE TRAINS FLORIDA LLC

CITY OF COCOA

By: _____
Patrick Goddard
President

By: _____
Michael C. Blake, Mayor

CITY COUNCIL AGENDA ITEM

Memo Date: July 3, 2025
Agenda Date: July 8, 2025
File ID: 2025-617
Prepared By: Breanna Earley, Assistant City Clerk
Through: Stockton Whitten, City Manager
Requested Action: Bi-Weekly Report for June 5, 2025-July 2, 2025.

BACKGROUND:

N/A

PRIORITY AREA CONNECTION:

Community Outreach and Engagement
Organizational Effectiveness

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Bi-Weekly Report for June 5, 2025-July 2, 2025.



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: June 5 – July 2, 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.

Human Resources

- Employment opportunities link: <https://www.governmentjobs.com/careers/cocoafl>
- New employees
 - Juan Estrada-Zuluaga, Utilities GIS/CAD Technician, UT/Engineering effective 6/9/2025
 - Yekaterina Badalova, Administrative Assistant, UT/Dyal effective 6/9/2025
 - Derek Pender, Communications Officer, PD/Communications effective 6/9/2025
 - Curtis Doctor, Communications Officer, PD/Communications effective 6/9/2025
 - Abigail Coutscoudis, Communications Officer, PD/Communications effective 6/9/2025
 - Evan Smith, Firefighter/EMT, Fire/Operations, effective 6/9/2025
 - Roderick Moore, Assistant Fire Chief, Fire/Administration effective 6/23/2025
 - Ian Skewes, Maintenance Worker I, PW/Streets effective 6/23/2025
 - Monique Drew, Grant Staff Accountant, Finance/General Accounting, effective 6/23/2025
 - Jeremy McGill, Utility Line Locator, UT/WFO, effective 6/23/2025
- Recent promotions

Stay Connected

www.CocoaFL.gov



Serving our community with P.R.I.D.E!

- Christi Grant, Accounting Manager, Finance/General Accounting effective June 16, 2025
- Upcoming retirements
 - Rose Hochreiter, Administrative Assistant, UT/Sellers effective June 13, 2025
 - Coleman Price, Utilities Mechanic II, UT/SFO effective June 13, 2025

Communication and Economic Development

- Media Stories:
 - [Free Symphony Under the Stars Independence Day Concert at Cocoa Riverfront Park Set July 4](#)
 - [Fourth of July 2025: Here's where to celebrate across the Space Coast](#)
 - ['He lifted other people up': Community remembers Richard 'Dick' Blake](#)
 - [UPDATE: Lee Wenner Parking Redesign Project in Cocoa Village to be Completed in September](#)
 - [Juneteenth 2025: Here's your guide to celebrations in Brevard](#)
 - [Cocoa Police Recognizes Auxiliary Officer, Corporal Ralph Perrone For 10 Years of Service](#)
 - [The Juneteenth Arts & Cultural Celebration at Cocoa Riverfront Park](#)
 - [Viewing and funeral service for Dick Blake](#)
 - [Daniel Hernandez Completes Required Training, Sworn in as Cocoa Police Department's Newest Officer](#)
- New News Releases:
 - [Orlando Health Donation to City of Cocoa to Support Improvements to Historical Provost Park](#)
 - [Lee Wenner Park to Close to Enhance Parking Availability in Cocoa Village](#)
 - [2024 Water Quality Report Available On-Line](#)
 - [Brevard Show Closet Successfully Completed Cocoa's UpStart Business Development Program](#)
 - [Trekalla Successfully Completed Cocoa's UpStart Business Development Program](#)
 - [City of Cocoa Awarded Cybersecurity Grant to Renew Critical Digital Protections](#)
 - [City of Cocoa Recognized for Excellence in Government Communications](#)
 - [City of Cocoa Wins 2025 Keep Brevard Beautiful Trash Bash](#)
 - [City of Cocoa Fleet Unveils New Brush Truck #33 for Fire Department](#)
- Social media/e-newsletter statistics
 - [Facebook](#)
 - Post reach: 139,384
 - Post engagement: 29,879
 - Followers: 17,187
 - [Twitter](#)
 - Followers: 3,724
 - [LinkedIn](#)

Stay Connected

www.CocoaFL.gov



Serving our community with P.R.I.D.E!

- Post impressions: 160
 - Followers: 1,431
- NextDoor
 - Impressions: 751
 - Members: 5,903
- April e-newsletter (Sent 4/7/25)
 - Sent to 796 contacts
 - 46% open rate (average open rate for e-mail marketing in 2024 is 20%)
- Next printed FYI Newsletter mails July 1, 2025.
- Upcoming special events at Leisure Services facilities:
 - **AEG Presents Chace Rice Go Down Singin' International Tour 2025**
 - April 25, 2025, 6-10:30pm
 - Riverfront Park
 - **The Preclampsia Foundation presents the Space Coast Promise Walk**
 - May 3, 2025, 7-10am
 - Myrt Tharpe Square Gazebo
 - **HCVMS Summer Art and Craft Fair**
 - May 10, 2025, 10am-6pm
 - Cocoa Village and Riverfront Park

Community Services – update 6/25/25

- **New businesses – May 1 - 31, 2025**

Commercial Business Name / DBA	Physical Address	# FT Employees	# Pt Employees	Council District	Description
EJL Mgmt Services	317 River Edge Blvd # 103, 32922	0	0	1	Property Mgmt Services
Centennial Management Services	317 River Edge Blvd # 103, 32922	2	1	1	Facilities Mgmt Services
Village Bier Garten DBA C.B.D.L, LLC	415 Delannoy Ave, 32922	8	4	1	Full service Bar & restaurant w/live entertainment
ABC Counseling, LLC	937 Dixon Blvd, 32922	4	2	2	Family & Children Counseling
Trekalla Womens Apparel LLC	313 Brevard Ave # 4 32922	0	0	1	Women's apparel Sales
Antojitos Café MI Tierra LLC	1118 Lake Drive, 32922	2	0	2	Restaurant / No Liquer
Pint & Pistol **DBA The Alamo Range	2911 Oxbow Circle, 32926	10	3	3	Shooting Range /Ammo Sales & Supplies

Stay Connected

www.CocoaFL.gov



Serving our community with P.R.I.D.E!

Diamondback Manufacturing.LLC	3445 Grissom Pkwy, 32926	50	0	3	Airboat manufacturing M-Fri 8AM - 5PM
Marine Accessories, Diamondback Marine	3445 Grissom Pkwy, 32926	50	0	3	Boat parts Manufacturing
Liever Property Mgmt & Investments	661 Brevard Ave, unit# 101, 32922	2	0	1	Real estate Mgmt
Blue Origin Manufacturing, LLC	440 W Railroad Ave, 32922	20	0	3	Manufacturing Facility
Community Thrift Inc,	1803 N Cocoa Blvd, 32922	0	4	2	Community Thrift Store
Atlantic Carpentry, INC	849 N Cocoa Blvd, 32922	3	0	2	Custom Cabinetry & Counter tops
Florida Construction & Design Inc	661 Brevard Ave # 102	6	6	1	Cert Building Contractor
The Balanced Pelvis	234 Willard Street, 32922	1	0	1	Licensed Physical Therapist
JT Rice Plumbing, LLC	310 Brunson Ave Ste #110, 32922	1	0	1	Plumbing Contractor Office Space
Dollar Tree LLC	1072 Clearlake Road, 32922	5	5	2	Retail Variety Store,
(The Village Cycle Shop) Charcoal Sparkle	629 Brevard Ave, 32922	1	1	1	Bicycle Shop * Sales & Repairs
Angelica Ramie DBA Lashotomy	313 Brevard Ave Floor 2 Ste # 1	1	0	1	Lash Extensions & Esthetic Svcs
Home Business BTR	Physical Address	# FT Employees	# PT Employees	Council District	Description
Maria E. Trangott, LLC	115 N Indian River Drive # 127	0	0	1	Real Estate Services Home office

May 1 - 31: building inspections – 235

May 1 - 31: building permits issued – 101

Finance

No report.

Stay Connected

www.CocoaFL.gov



Serving our community with P.R.I.D.E!

Fire Department

- The City of Cocoa Fire Rescue proudly announces the appointment of Roderick Moore as its new Assistant Fire Chief. With over 31 years of dedicated service with Jacksonville Fire and Rescue Department (JFRD), Chief Moore brings extensive experience in rescue, training, emergency management, and fire suppression. Rising through the ranks from Firefighter to Captain, Moore has consistently demonstrated leadership, innovation, and a deep understanding of departmental needs. His work has significantly enhanced community services through improved operational techniques and training. Moore holds a Firefighter Certification from Florida Community College at Jacksonville, a Paramedic Certification, a B.A. in Public Administration from Flagler College, and a Master of Public Administration from Barry University. He is highly skilled in Incident Command, hazardous materials management, fire suppression tactics, and personnel training. Following his initial retirement in 2020, Moore returned to serve as Deputy Fire Chief for Haines City Fire Department in 2021, where he led department operations, recruitment, fire prevention, and ISO coordination. He is also a certified CPR/First Aid and ACLS instructor and has provided life-saving training to both professionals and the public through community outreach. An accomplished grant writer, Moore has secured critical funding for equipment upgrades, station renovations, and advanced training programs. His background in construction compliance and fire code regulations further enhances his ability to support modern fire suppression efforts. “Roderick Moore’s combination of hands-on experience and strong academic background makes him an invaluable asset to our department and community,” said Cocoa Fire Chief Lamm. “We are excited to welcome him to this new leadership role.”
- The Department advertised position vacancies for Firefighters/EMTs and selected two new members. One new hire started on May 12, and the second began on June 9.
- The new Engine for Service 33 has been delivered, and service training was completed on June 25, 26, and 27. A housing ceremony will be held in the near future to formally place the apparatus into service.

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

Stay Connected

www.CocoaFL.gov



Serving our community with P.R.I.D.E!

- 5359 tickets opened in last 365 days

Police Department Updated June 5 – July 2, 2025

- Activity/Event highlights
 - Attended Police Recruit Graduation 6/03/25
 - Swear in Recruit Hernandez 6/10/25
 - Attended Richard “Dick” Blake Funeral 6/13/25
 - Attended “No King Protest” 6/14/25
- New project/training updates
 - Officers attended FDLE Counter Ambush Training 6/4/25
 - Lt. Baaden attended G-300 Intermediate Incident System Training 6/23-6/26
 - Officer attended Advanced Roadside Impaired Driving Enforcement 6/26-6/27
 - Officer attended DWI detection and Standardized Field Sobriety Testing 6/23-6/25
- Chief’s walk highlights
 - District 1 near Grove Ave and Pineda St 6/18/25
- Community engagement highlights/events
 -
- Call stats-Crime Stats: January 1, 2025 – June 22, 2025 (For comparison purposes January 1, 2024-June 22, 2024, data is also included)
 - Property Crimes Offenses have decreased by 18%.
 - Violent Crime Offenses decreased by 12%
 - Overall, crime offenses have decreased by 16%.

Public Works

- Major project updates
 - Fiske and Broadmoor Acres – Est. Substantial Completion Date - July 21st
 - Lee Wenner Park Parking Lot Improvements Project – Est. Substantial Completion – Mid-August
- Work order stats (received/closed)
 - 229 received
 - 188 closed
 - Residential Bulk Green Waste Requests This Period: 84
- Projects of interest managed by other agencies (FDOT, County, Brightline, etc.)
 - FDOT
 - SR 524 Widening (437983-1) – Design
 - SR 501 Safety Project (447085-1) – Est. Completion – Summer 2025
 - SR 528 Widening and Reconstruction (407402-3) – R/W Acquisition - Late 2023

Stay Connected

www.CocoaFL.gov



Serving our community with P.R.I.D.E!

- SR 519 (Fiske Blvd) from Barbara Jenkins St to SR 520 (451310-1) - Design
- Brightline/FEC
 - RCE Grant Application – Awarded on Jan 2025 - On-going coordination meetings.

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

Stay Connected

www.CocoaFL.gov



Serving our community with P.R.I.D.E!