



**Agenda
City of Cocoa
Regular Meeting**

**September 23, 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 September 23, 2025.
2. Minutes: Regular Meeting of August 12, 2025.

III. Awards and Presentations:

1. Proclamation recognizing Viewpoint with Seeta and Friends community radio show for their Twenty Years in the City of Cocoa.

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. To Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making Sole Source Purchase of Cal~Flo Liquid Lime from Burnett Lime Co., Inc., Campobello. SC.; To Authorize the City Manager to Approve Change Orders in an Amount not to Exceed the Total FY2026 Budget for Chemicals, pending the Adoption of the FY26 Budget.

2. Authorize the City Manager to Execute Contracts, Approve Annual Renewals, Amendments, and Change Orders to Individual Purchase Orders or between Chemical Providers in an Amount not to Exceed the Total Estimated FY2026 Adopted Budget for Chemicals. Accept the renewals to the contracts with Allied Universal Corp., Carmeuse Lime & Stone, We Soda, Univar Solutions USA, Inc., Matherson Tri-Gas, Inc., Thatcher Chemical of Florida, and Linde, Inc.
3. Request Council approval for the FY26 purchase of Smith & Wesson M&P 9 Metal Carry Comp firearms utilizing the State of Arizona contract CTR076266 in the amount of \$97,489.06 from Proforce Law Enforcement; Approve State of Arizona Cooperative Buying agreement allowing the City of Cocoa to participate as a member and authorize the Purchasing Manager to electronically execute and submit the membership agreement document on the State of Arizona website.
4. Approve a Budget Resolution and BAF #2025-042-A Amending the Fiscal Year 2025 Budget, for \$151,530 for Building Official Services through a Private Provider; Approve a Resolution waiving competitive bidding to allow continued use of Bruce Nelsen, CBO, as the City's contracted Building Official for FY 2025 and FY2026. (FY25 \$178,780 & FY26 \$180,000). Respectively, approve purchases of services by C.A.P. Government, Inc. under the City of Palm Bay contract IFB No. 09-0-2021/SZ CAP Continued Services through year-end in the amount not to exceed \$105,000 for FY25 and not to exceed \$95,000, the budgeted amount in FY26. Staff will return to the City Council if further funding is needed for either of these services.
5. To approve Resolution #2025-067 amending the FY 2025 budget through BAF 25-082-A, to true up the budgeted amounts for the state contributions for Police and Fire Pensions.
6. To Approve a multi-year budgetary increase in estimated costs from \$90,000 to \$100,000 per year under the Cooperative Purchase Agreement with RingPower, Palm Bay, Florida, to Provide Annual Maintenance and Technical Analysis Services for Twenty-Two (22) Generators Operated by the Dyal Water Treatment Plant Utilizing the Sourcewell Contract RFP #092222, not to exceed a total amount of \$100,000 for FY25 and for fiscal year 2026 and 2027 subject to the adopted budget.
7. Authorize the City Manager to negotiate and approve a multi-year maintenance agreement and related lease agreements and addenda for copiers through Sissine's Office Systems, Inc who is an authorized distributor of information technology critical infrastructure.
8. *****This Item is Confidential per FS 119.0725 and Not for Public Release*****

Authorize renewal of maintenance agreement to provide critical IT

infrastructure, pending the adoption of the FY26 Budget. Approved resolution to waive competitive bidding.

VI. Public Hearings:

1. Ordinance 02-2025 LDR Amendment Creating Four Corners Overlay District [Request to postpone to a date certain of October 14th, 2025]
2. Ordinance 01-2025 Large Scale Comprehensive Plan Text Amendment Four Corners Overlay District [Request to postpone to a date certain of October 14th, 2025]
3. Ordinance 11-2025 Sidewalk Cafe Permit Fees

VII. Council Business:

1. Provide Direction on the FDOT landscape maintenance contract.
2. Historic Cocoa Village Main Street Agreement 2025
3. National Recreation and Park Association Grant

VIII. City Business:

IX. Informational Agenda:

1. FY 2025 August Budget Adjustment Report
2. In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date.
3. In accordance with the Financial Operations Manual (FOM) the City Manager shall submit to City Council in the form of an agenda item any approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority.
4. Informational Only - The City of Cocoa's Open Board Vacancies.
5. Bi-Weekly Report for August 22, 2025 - September 18, 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://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: July 30, 2025
Agenda Date: September 23, 2025
File ID: 2025-781
Prepared By: Monica Arsenault, City Clerk
Through: Stockton Whitten, City Manager
Requested Action: Approve the September 23, 2025 Regular City Council meeting agenda as written or with amendments.

BACKGROUND:

N/A

PRIORITY AREA CONNECTION:

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approve the September 23, 2025 Regular City Council meeting agenda as written or with amendments.



**Agenda
City of Cocoa
Regular Meeting**

**September 23, 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 September 23, 2025. (2025-781).
2. Minutes: Regular Meeting of August 12, 2025. (2025-782).

III. Awards and Presentations:

1. Proclamation recognizing Viewpoint with Seeta and Friends community radio show for their Twenty Years in the City of Cocoa. (2025-918). (Councilmember Koss)

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. To Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making Sole Source Purchase of Cal~Flo Liquid Lime from Burnett Lime Co., Inc., Campobello. SC.; To Authorize the City Manager to Approve Change Orders in an Amount not to Exceed the Total FY2026 Budget for

Chemicals, pending the Adoption of the FY26 Budget. (2025-880). (Utilities Director)

2. Authorize the City Manager to Execute Contracts, Approve Annual Renewals, Amendments, and Change Orders to Individual Purchase Orders or between Chemical Providers in an Amount not to Exceed the Total Estimated FY2026 Adopted Budget for Chemicals. Accept the renewals to the contracts with Allied Universal Corp., Carmeuse Lime & Stone, We Soda, Univar Solutions USA, Inc., Matherson Tri-Gas, Inc., Thatcher Chemical of Florida, and Linde, Inc. (2025-881). (Utilities Director)
3. Request Council approval for the FY26 purchase of Smith & Wesson M&P 9 Metal Carry Comp firearms utilizing the State of Arizona contract CTR076266 in the amount of \$97,489.06 from Proforce Law Enforcement; Approve State of Arizona Cooperative Buying agreement allowing the City of Cocoa to participate as a member and authorize the Purchasing Manager to electronically execute and submit the membership agreement document on the State of Arizona website. (2025-882). (Police Chief)
4. Approve a Budget Resolution and BAF #2025-042-A Amending the Fiscal Year 2025 Budget, for \$151,530 for Building Official Services through a Private Provider; Approve a Resolution waiving competitive bidding to allow continued use of Bruce Nelsen, CBO, as the City's contracted Building Official for FY 2025 and FY2026. (FY25 \$178,780 & FY26 \$180,000). Respectively, approve purchases of services by C.A.P. Government, Inc. under the City of Palm Bay contract IFB No. 09-0-2021/SZ CAP Continued Services through year-end in the amount not to exceed \$105,000 for FY25 and not to exceed \$95,000, the budgeted amount in FY26. Staff will return to the City Council if further funding is needed for either of these services. (2025-483). (Community Services Director)
5. To approve Resolution #2025-067 amending the FY 2025 budget through BAF 25-082-A, to true up the budgeted amounts for the state contributions for Police and Fire Pensions. (2025-891). (Finance Director)
6. To Approve a multi-year budgetary increase in estimated costs from \$90,000 to \$100,000 per year under the Cooperative Purchase Agreement with RingPower, Palm Bay, Florida, to Provide Annual Maintenance and Technical Analysis Services for Twenty-Two (22) Generators Operated by the Dyal Water Treatment Plant Utilizing the Sourcewell Contract RFP #092222, not to exceed a total amount of \$100,000 for FY25 and for fiscal year 2026 and 2027 subject to the adopted budget. (2025-906). (Utilities Director)
7. ***** THIS ITEM IS CONFIDENTIAL PER FS 119.0725 AND NOT FOR PUBLIC RELEASE *****

Authorize the City Manager to negotiate and approve a multi-year maintenance

agreement and related lease agreements and addenda for copiers through Sissine's Office Systems, Inc who is an authorized distributor of information technology critical infrastructure. (2025-886). (Chief Technology Officer)

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

Authorize renewal of maintenance agreement to provide critical IT infrastructure, pending the adoption of the FY26 Budget. Approved resolution to waive competitive bidding. (2025-889). (Chief Technology Officer)

VI. Public Hearings:

1. Ordinance 02-2025 LDR Amendment Creating Four Corners Overlay District [Request to postpone to a date certain of October 14th, 2025]. (2025-911). (Planner)
2. Ordinance 01-2025 Large Scale Comprehensive Plan Text Amendment Four Corners Overlay District [Request to postpone to a date certain of October 14th, 2025]. (2025-912). (Planner)
3. Ordinance 11-2025 Sidewalk Cafe Permit Fees. (2025-907). (Planner)

VII. Council Business:

1. Provide Direction on the FDOT landscape maintenance contract. (2025-905). (Public Works Director)
2. Historic Cocoa Village Main Street Agreement 2025. (2025-909). (Comm. & Economic Development Director)
3. National Recreation and Park Association Grant. (2025-914). (Comm. & Economic Development Director)

VIII. City Business:

IX. Informational Agenda:

1. FY 2025 August Budget Adjustment Report. (2025-832). (Finance Director)
2. In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date. (2025-893). (Finance Director)
3. In accordance with the Financial Operations Manual (FOM) the City Manager shall submit to City Council in the form of an agenda item any approved change orders to construction contracts that the City Council has authorized the City

Manager, by resolution, to approve in excess of the City Manager's spending authority. (2025-894). (Finance Director)

4. Informational Only - The City of Cocoa's Open Board Vacancies. (2025-919). (City Clerk)
5. Bi-Weekly Report for August 22, 2025 - September 18, 2025. (2025-920). (City Clerk)

X. Reports:

XI. Adjournment:

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CITY COUNCIL AGENDA ITEM

Memo Date: July 30, 2025
Agenda Date: September 23, 2025
File ID: 2025-782
Prepared By: Monica Arsenault, City Clerk
Through: Monica Arsenault, City Clerk
Requested Action: Approve the August 12, 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 August 12, 2025 Regular City Council meeting minutes as written or with amendments.

MINUTES
City of Cocoa
Regular Meeting of The City Council

August 12, 2025

A Regular City Council Meeting was held on Tuesday, August 12, 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.

Deputy Mayor Weeks provided the invocation, and Councilmember Goins 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 (via phone)
	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; Lora Howell, Deputy 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; Lorne Stinnett, HR Director; Tom Wilkinson, Code Enforcement Manager; Robert Beach, Chief Technology Officer; and Dalyn Sims, Helpdesk Support Tech.

II. Approval of Agenda and Minutes:

1. Agenda: Regular Meeting of August 12, 2025. (2025-576).

* **MOTION by Deputy Mayor Weeks; Seconded by Councilmember Goins to approve the agenda for the Regular City Council meeting of August 12, 2025 as written.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Minutes: Regular Meeting of May 27, 2025. (2025-577).

* **MOTION by Councilmember Koss; Seconded by Deputy Mayor Weeks to approve the minutes for the May 27, 2025 Regular City Council meeting with an amendment to correct a scrivener's error on Page 5 to add Councilwoman Koss's missing name to a vote.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

3. Minutes: Regular Meeting of June 10, 2025. (2025-818).

* **MOTION by Deputy Mayor weeks; Seconded by Councilmember Goins to approve the minutes for the June 10, 2025 Regular City Council meeting 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. National Black Business Month Proclamation. (2025-731). (Mayor Blake)
Mayor Blake read the proclamation into the record.

IV. Delegations:

Ms. Denise Sims, 234 Factory St., Cocoa, shared that she was born and raised here. She talked about the interview she watched that one of the City's councilmembers participated in and it raised several concerns for her. She spoke about the interview and explained that she would like to see Council remain professional and not attack each other.

Aleck Greenwood, 640 Brevard Ave., Cocoa, also spoke about the interview and feels that this is not the way that things should be handled. He talked about complaints that have been submitted to the Florida Department of Ethics about the Mayor, the City Manager and the Fire Chief by this Council person. He shared that he has been bullied and is not afraid to admit that he can be a bully himself for the things he feels passionately about.

Councilmember Koss addressed these statements and explained that gaslighting and manipulation is taking the focus away from what is important. She feels that Council needs to respect each other, be able to participate in robust conversation, listen and yes, even disagree at times. She would like Council to move forward by taking in citizen input and participation and deliberate together to come up with the best solutions for the City.

Councilmember Goins wished to add that he has the utmost respect for Councilmember Koss but he also knows that he is not the only one who feels a certain way about what was said. He shared that he received messages from employees thanking him for speaking up so he knows other people feel the way he does. He explained that accountability and criticism are two different things and if she felt he was attacking her he is sorry for that. His intention was not to disrespect her, and he reiterated that what happens on the dais is not personal.

Councilmember Koss added that everyone here is here to support Cocoa and only has the City's best interest at heart. She also respects those who sit on the dais. She even respects the Mayor, his history and his tenure as an educator in the community although they've had their share of disagreements.

She shared that she does not like the negative attention surrounding the interview, including what is being said on social media and the cartoons that have stemmed from that. Moving forward, she hopes the City continues to do better for the community.

Carletta Lee, 1113 Abington St., Cocoa, thanked Council and staff for allowing the rehab to be done on her home a few years ago, but the rehab experience itself has been negative. The rehab was done in 2022 but she is still feeling the effects of it in 2025. The first contractor took advantage of her and she got another contractor but the work is still incomplete. Since the City had an inspector come out and pass the initial inspection, she is wondering if the City will be the one to help her fix these issues.

In response, City Manager Whitten shared that he is aware of the issues, however he thought they were closer to being complete. He stated he will be following up for a status update.

Roshawn Weaver, 1640 Minnie St., Cocoa, has been trying to get in touch with the City's Utility Department with no response. She explained that she is trying to tap into the City's water system. She's not sure who she needs to meet with but is asking for help.

In response, City Manager Whitten shared that the issue is more nuanced than that. There are discrepancies with the paperwork that her engineer submitted. The issue boils down to safety.

Ms. Weaver stated that she would just like to have a meeting with the engineers, both hers and the City's, to get this resolved.

In response, Mayor Blake stated that the City Manager will be reaching out to her and her engineer.

V. Consent Agenda:

1. To Approve the First Amendment to Purchase Agreement to RFQ-20-18-COC with Hinterland Group, Inc., and to Approve the Second Amendment to Purchase Agreements to RFQ-20-18-COC with Atlantic Development of Cocoa, Inc., and Danus Utilities, Inc. for General Contractor – Utility Systems Services. (2025-633). (Utilities Director)
2. Approve Resolution 2025-049 for Vacation of Certain Utility Easements for the Banyan Cove Project as described in Exhibit A of Resolution. (2025-729). (Utilities Director)
3. Approve Amendment #1 to the Agreement For Water Meter and Meter Reading Equipment Purchases with Ferguson Enterprises LLC. through August 23, 2026, Authorize the City Manager to approve Purchase Orders for Ferguson Enterprises LLC. for up to \$1,900,000 and Request Council approval of a Resolution to Waive Competitive Bid with Ferguson Enterprises LLC for the purchase of Neptune water meters and other ancillary hardware required to support meter operations upon the adoption of the FY26 Budget. (2025-751). (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. Approve the Preliminary Assessment Resolution 2025-047 for Fire Protection, for Fiscal Year 2026. (2025-702). (Finance Director)

Ms. Howell provided a brief explanation of the item and reviewed the Preliminary Assessment for Fire Protection resolution.

Mayor Blake opened the Hearing to the public. There being no questions or comments, the public portion of the Hearing was closed.

- * **MOTION by Deputy Mayor Weeks; Seconded by Councilmember Goins to approve Resolution No. 2025-047, approving the Preliminary Assessment for Fire Protection.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Approve Preliminary Assessment Resolution No. 2025-048 for Fiscal Year 2026 Stormwater Utility Services and accept the Stormwater Rate Study prepared by our financial consultant, Stantec Consulting. (2025-703). (Finance Director)

Ms. Howell provided a brief explanation of the item and reviewed the Preliminary Assessment for Stormwater Utility Services resolution as well as the Stormwater Rate Study.

Mayor Blake opened the Hearing to the public. There being no questions or comments, the public portion of the Hearing was closed.

- * **MOTION by Deputy Mayor Weeks; Seconded by Councilmember Goins to approve Resolution No. 2025-048, approving the Preliminary Assessment for Stormwater Utility Services and Accept the Stormwater Rate Study prepared by Stantec Consulting.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

3. Second and final reading of Ordinance 07-2025 (Cocoa CRA Plan Update). (2025-718). (Community Services Director)

City Attorney Garganese announced that this is the Second and Final Reading of Ordinance No. 07-2025 and read the title into the record as follows:

Ordinance No. 07-2025

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING SECTION 8-21 OF THE CITY CODE TO ADOPT AN UPDATED REDEVELOPMENT PLAN FOR THE COCOA COMMUNITY REDEVELOPMENT AGENCY; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

Mayor Blake opened the Hearing to the public. There being no questions or comments, the public portion of the Hearing was closed.

- * **MOTION by Deputy Mayor Weeks; Seconded by Councilmember Goins to approve Ordinance 07-2025 on Second and Final Reading.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION PASSED UNANIMOUSLY (5-0)

4. Second and final reading of Ordinance 08-2025 (Diamond Square CRA Plan Update). (2025-719). (Community Services Director)

City Attorney Garganese announced that this is the Second and Final Reading of Ordinance No. 08-2025 and read the title into the record as follows:

Ordinance No. 08-2025

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING SECTION 8-59 OF THE CITY CODE TO ADOPT AN UPDATED REDEVELOPMENT PLAN FOR THE DIAMOND SQUARE COMMUNITY REDEVELOPMENT AGENCY; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

Mayor Blake opened the Hearing to the public. There being no questions or comments, the public portion of the Hearing was closed.

- * **MOTION by Deputy Mayor Weeks; Seconded by Councilmember Goins to approve Ordinance 08-2025 on Second and Final Reading.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION PASSED UNANIMOUSLY (5-0)

5. Conduct a **de novo** appeal hearing and decide whether to **affirm, modify, or reverse** the Board of Adjustment's May 21, 2025, approval (with conditions) of a Special Exception expanding Aqua Lounge's bar/lounge use to include an outdoor seating area at **226 King St., Units 120 & 116** (CBD-CVO & Cocoa Village Subdistrict, Cocoa Waterfront Overlay). (2025-743). (Planner/City Manager)

City Manager Whitten reviewed the process of the appeal.

City Attorney Garganese swore those in who will be presenting information this evening.

Ms. Ribeiro provided a presentation¹ for the appeal. She reviewed the conditions of the approval being recommended by staff and what was approved by the Board of Adjustment. She further shared a timeline leading up to the appeal this evening and explained the criteria for special exceptions.

Ms. Ribeiro talked about its compatibility with the surrounding area and shared a map depicting the zoning district and future land use.

Lastly, she provided Council with staff's recommendation and offered to answer any questions.

Councilmember Goins asked who owns Oleander Point's parking lot. In response, Ms. Ribeiro clarified that the parking lot he is referring to is privately owned by Michael DiChristopher.

Councilmember Goins asked if the conditions presented tonight were specific to Aqua Lounge's application. In response, Ms. Ribeiro replied affirmatively and stated that the conditions were based on staff's analysis of their request and application.

City Attorney Garganese added that the focus of this evening's item is to address the special exception of the outdoor seating expansion. Council will need to decide if they

¹ Exhibit A: Special Exception Hearing

want to uphold the Board of Adjustment's decision, revise it or reverse it. It is the appellant's position to ask Council to reverse the decision.

Michael Minot, the attorney representing the appellant, presented a video to depict the amount of noise coming from the establishment after 2am one morning. Mr. Minot added that they are not against the business being there, they have an issue with the amplified music that the business is playing and the special exception that will allow it to happen in the outdoor seating area.

Mr. Minot made reference to the CDB zoning code and stated that these are primary residences that live here with their families, invest money here and pay taxes here. This is not simply a weekend spot for those who want to bar hop. Noise pollution is one of the top deterrents to condo buyers. Whitley Bay is beginning to establish a reputation as being a noisy place to live.

Ultimately, they are not against the business itself. They simply ask that Council not allow them to play amplified music and respect the right to peace by all surrounding residents. They are asking for Council's protection to uphold the zoning code and deny the special exception to allow amplified music.

Councilmember Goins asked Mr. Minot if he would like to see no amplified music in Cocoa Village as a whole. In response, Mr. Minot explained that he lives in Whitley Bay condos, and this particular property is the one that is affecting the residents at Whitley Bay. They are not affected by the other businesses in the Village as they are further south. He added that he does feel that the City's noise ordinance could be revisited though.

Councilmember Goins explained that there is some confusion because there are businesses throughout the Village, particularly a business directly across the street from the subject property, that are playing amplified music, but Aqua Lounge is being asked not to. There is perception there that they are being targeted.

Deputy Mayor Weeks asked for clarification. She explained that she is confused because her understanding is that Mr. Minot is saying that they can't hear the music from the inside of the building, however they aren't playing music outside so she's not understanding where they are hearing the music from.

In response, Mr. Minot shared that they were hearing the music from the outside, but they haven't heard any for the last two months or so since they've submitted the application.

City Attorney Garganese asked for clarification on the appellant's position. In response, Mr. Minot confirmed that he is not appealing the outdoor seating, simply the outdoor amplified music.

City Attorney Garganese noted that the amplified music is addressed as a condition to the special exception. As it stands, the condition allows outdoor amplified music up until 10pm and not after 10pm.

Mr. Minot clarified further that he would like Council to consider adjusting the condition to not allow any amplified music outdoors at all.

Mayor Blake shared his feelings on the matter, expressing that he feels that all businesses should keep their amplified music indoors after 10pm so as not to disrupt the residents.

Councilmember Hearn shared that some discussions were held at a CRA meeting and he offered some suggestions that could help the City, the businesses and the residents work together.

Nichole Minot, 93 Delannoy Ave., Cocoa, spoke about her love for the Cocoa community. The decision made by the Board of Adjustment on May 21, 2025, has directly impacted her life. The Aqua Lounge has a history of violating the City's noise ordinance. She is asking Council to consider reversing or amending the special exception.

Samone Jackson, the applicant, explained that the appellant shared a video from April prior to the special exception being approved, prior to the conditions being agreed to. Since the special exception was approved in May, they have upheld their agreement to no outdoor amplified music and pointed out that Mr. Minot stated that himself.

Additionally, she shared a video from June 5, 2025, after the special exception was approved, showing that loud music was coming from the business across the street from them. She explained that there are several other businesses in the area that continue to play loud music late into the night.

Deputy Mayor Weeks confirmed that there will only be twenty seats outside. She stated that she is asking this because she can't imagine that a lot of amplified music would need to be played outside for a small group of people. In response, Ms. Jackson explained that maybe some light music will be played, there are TVs outside, but the noise will be cut off at 10pm per the City's noise ordinance.

Paul Thompson, 93 Delannoy Ave., Cocoa, shared that he lives in Whitley Bay, and has lived in the area for a long time. He reiterated much of the comments made by Mr. Minot and his wife, and he feels that this may directly impact future homeowners at Whitley Bay. He is hopeful that the City will enforce its noise ordinance to address the issues.

Bob Willcke, 93 Delannoy Ave., Cocoa, is a long-time resident of Cocoa. He shared that he and his wife have invested much of their lives to this community. His biggest concern is the loud music at night. It is making it hard for the residents at Whitley Bay to sleep and as an old man, he needs as much sleep as he can get. He has appreciated the leadership over the last several decades and thanked Council for their time and attention to this.

Danita Davis, Assistant Manager at Aqua Lounge, wished to address several incorrect statements made this evening. She explained that she works thirty hours a week there and she can say with certainty that the lounge closes at 2am so any music being played after that is not coming from them.

Alton Edmond, 630 Brevard Ave., Cocoa, shared that he lives in the Village and also owns a business there. His issue is with inequity. He feels that fairness and equality should be enforced in all decisions being made and no one person or business should be targeted. What is enforced for one should be enforced for the other.

Gloria Weatherspoon, 1220 Mycroft Dr., Cocoa, shared that she is a patron of the Aqua Lounge and shared that she is in support of the business, as she is a business owner herself.

Bill Ferro, 93 Delannoy Ave., Cocoa, is a concerned resident who loves the community and his home. He shared that he is also hearing loud music after midnight, and it is so loud it is coming through his hurricane shutters. He spoke about a time where he walked down to the establishment and asked them to turn down the music nicely but was asked to leave the property. He proceeded to call the police instead and the issue was resolved. He is asking Council to do something about the loud music at night.

Akaira Joiner, 1514 Clearlake Road, Cocoa, spoke and shared her support for the Aqua Lounge. She reiterated that what is being done for one needs to be done for all. Additionally, she feels that Ms. Jackson can't be held responsible for what goes on outside of the lounge. She feels Ms. Jackson is being targeted when she is just trying to run her business.

Aleck Greenwood, 640 Brevard Ave., Cocoa, spoke about outdoor music and shared that the solution is simply no outside music. The problem is with the decibel levels

and the businesses are not following the City's noise ordinance and it is not being enforced. He has no issue with indoor music, just outdoor music.

Tate Johnson, Cocoa resident, shared that she is here tonight to simply show her support for the Lounge.

Pat Chambers, 37 Derby St., Cocoa, shared that she is fully in support of the business, her only issue is with the noise being enforced.

Donna Kettner, 103 Derby St., Cocoa, reiterated the comments made by Pat Chambers. She has no issues with the business itself, only with the noise.

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

In closing arguments, Mr. Minot wished to clarify some points and statements that were made this evening. He stated that someone made a comment that the police have only been called one time. He stated that this is not true and asked Chief Collier if he is aware of the numbers. In response, Chief Collier shared that he does not know the exact amount, but he does know that the amount of calls coming in is not out of the ordinary for an establishment that attracts crowd. Additionally, he addressed some of the questions that were posed as to how they can determine where the music is coming from.

In closing, he would like to see harmony between the residents and the businesses. He reiterated that his issue is not with the business itself, but with the noise.

Ms. Jackson made her closing comments and reiterated her earlier statements.

Mr. Minot asked to play a series of videos from various dates and late-night hours to show how loud the music is.

The Mayor allowed Mr. Ferro to come up to the podium to share his call log to the police department over the noise.

Deputy Mayor Weeks shared that she feels the restrictions that have been placed on the Aqua Lounge are sufficient and will stop the loud music from being played outside after 10pm.

* **MOTION by Deputy Mayor Weeks; Seconded by Councilmember Goins to affirm the Board of Adjustment's decision approving the expansion of the bar/lounge Special Exception at 226 King Street to include outdoor seating adjacent to Unit**

120 and a portion of Unit 116, subject to those same conditions and adopt the written findings of staff as follows, for discussion:

- 1. The Special Exception shall not be effective until the applicant has secured all the permits and approvals necessary for any development related to the Special Exception. Such permits, including building permits and appropriate liquor licenses from the State of Florida, shall be obtained within twelve (12) months of the Board's approval. Failure to meet this deadline shall render the Special Exception null and void unless an extension is granted by the Board for good cause.**
- 2. The Special Exception use of an outdoor bar/lounge shall be restricted to the 21' x 41' outdoor seating area, which has an outdoor seating maximum capacity of 20 seats, as depicted on the conceptual site plan in Exhibit B. If the use is extended, enlarged, or expanded, additional special exception approval shall be required. The conceptual site plan included as Exhibit B shall be binding upon the applicant, except that minor modifications may be made during the site plan review process to conform to the City Code or life safety requirements.**
- 3. The applicant shall conform to the City of Cocoa noise ordinances. The maximum permissible sound level in a commercial area is 65 dBA between 7:00 a.m. and 7:00 p.m. and 60 dBA between 7:00 p.m. and 7:00 a.m. Sixty (60) dBA is the volume of normal conversation. There shall be no amplified music permitted in the outdoor seating area after 10:00 p.m.**
- 4. The applicant shall install a barricade, screen, or temporary fencing to clearly delineate the outdoor seating area. This may include decorative planters, railings, or low fencing.**
- 5. A minimum clear width of four (4) feet shall be maintained at all times for unobstructed pedestrian access across the frontage of the property.**
- 6. Hours of operation shall be limited to Sunday thru Thursday from 12:00 p.m. to 12:00 a.m., and Friday and Saturday from 12:00 p.m. to 2:00 a.m.**
- 7. Signage shall be posted at all exit points of the outdoor area. These signs must be clearly visible, legible in English, and must state that it is unlawful to remove alcoholic beverages in open or unsealed containers from the licensed premises.**

8. Special events, as defined in City Code Section 2-401, shall not be hosted in the outdoor seating area.

Councilmember Goins wished to remind everyone that a hotel and a new condominium is coming to Cocoa Village. There are big changes coming and the Cocoa CRA will be having a meeting to discuss nightlife in Cocoa Village. He encouraged everyone to come out for that.

Councilmember Koss added that she would like to see Council re-address the issue surrounding city-wide music after 10pm at a future meeting.

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION PASSED UNANIMOUSLY (5-0)

VII. Council Business:

1. Consider the Appointment of Gloria Weatherspoon, Jodi Hatcher or Thomas Zimmerman to Fill a Regular member vacancy on the Code Enforcement Board. (2025-631). (City Clerk)

The City Clerk distributed nomination forms to the Council for a vote.

- * **MOTION by Deputy Mayor Weeks; Seconded by Councilmember Koss to appoint Gloria Weatherspoon as a Regular member to the Code Enforcement Board through June, 2028.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

- * **MOTION by Councilmember Koss; Seconded by Deputy Mayor Weeks to appoint Thomas Zimmerman as an Alternate member to the Code Enforcement Board.**
2. Consider the Reappointment of Vincent Knowles on the General pension Board through September 2028. (2025-730). (City Clerk)

- * **MOTION by Councilmember Goins; Seconded by Mayor Blake to reappoint Vincent Knowles to the General Pension Board through September 2028.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

3. UpStart Cocoa Small Business Program Revision. (2025-810). (Comm. & Economic Development Director)

- * **MOTION by Mayor Blake; Seconded by Deputy Mayor Weeks to approve Resolution 2025-051, revising the UpStart Cocoa Small Business Program.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VIII. City Business:

IX. Informational Agenda:

1. Informational Only - The City of Cocoa's Open Board Vacancies. (2025-816). (City Clerk)
2. Bi-Weekly Report for July 18, 2025 - August 6, 2025. (2025-817). (City Manager)

X. Reports:

City Manager Whitten shared that the City's Chief Technology Officer, Robert Beach, is now the President of Florida Local Government Information Systems Association.

Additionally, he is excited to announce that the St. Johns River Water Management released the City's conservation easement.

Councilmember Hearn asked Council to excuse his absence this evening as he is attending a certification course on the west coast of Florida.

Mayor Blake shared photos from several events he recently attended, including one at the Boys and Girls club, former Councilman Clarence Whipple's birthday party, and photos with Cocoa High School's mascot.

Councilmember Goins talked about events he recently attended as well.

Deputy Mayor Weeks shared photos from events she recently attended including a Brevard Public Schools event, and a beach cleanup event with the Space Coast Association of Realtors.

Additionally, she shared a photo of a pothole near Adamson Creek. Someone has stuck a cone in it and it has been there for two weeks. People are asking who is in charge of fixing the pothole.

Deputy Mayor Weeks talked about an item from the last meeting. Statements were made and while she understands that her pain may be different from other people, she wished to share a story about her family being affected by a drunk driver. She does not want to pull the rug out from businesses and wants people to take a chance on Cocoa.

Deputy Mayor Weeks also wished to address Councilmember Koss's interview. She shared that she watched it and felt that Councilmember Koss did not call anyone out by name and that she is entitled to her own thoughts and feelings just as everyone else is.

Councilmember Koss thanked Deputy Mayor Weeks for her comments and reiterated that her interview was not personal and was not intended to attack anyone. She is unsure of how to move forward as a team when she feels that she is not being included as a team player.

Additionally, Councilmember Koss shared that she went away for a few days and shared several photos from her trip.

XI. Adjournment:

- * MOTION by Deputy Mayor Weeks; Seconded by Councilmember Goins to adjourn the Regular meeting of August 12, 2025.**

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

The meeting adjourned at 9:52 p.m.

Michael C. Blake, Mayor

ATTEST:

Monica Arsenault, CMC, City Clerk



Special Exception Hearing

Conduct a de novo appeal hearing and decide whether to **affirm, modify, or reverse** the Board of Adjustment's May 21 2025 approval (with conditions) of a Special Exception expanding Aqua Lounge's bar/lounge use to include an outdoor seating area at 226 King St., Units 120 & 116 (CBD & Cocoa Village Subdistrict, Cocoa Waterfront Overlay).



May 21, 2025 – BOA Special Exception Approval

- Approval of a special exception included:
 1. Expansion of the bar/lounge use to Unit 116
 2. The addition of an outdoor seating area outside of Unit 120 and a portion of Unit 116
 3. With the following conditions:



Special Exception Conditions

1. Special exception not effective until all permits and approvals secured for any development including building permits and appropriate liquor licenses from the State of Florida. **(Need to be obtained within 12 months of Board approval).**
2. Special exception use of a bar/lounge shall be restricted solely to Suites 120 and 116 (total indoor max capacity of 134 seats) and the 21'x41' outdoor seating area (total max capacity of 20 seats). **If any future expansions or changes, applicant would need an additional special exception.**



Special Exception Conditions

3. Applicant must conform to the City of Cocoa noise ordinance.
 - **As well, applicant is not permitted to have amplified music in the outdoor seating area after 10pm**
4. A barricade, screen, or temporary fence must be installed to delineate the outdoor seating area.
5. A 4ft clear width shall be maintained at all times for unobstructed pedestrian access across the front of the property.



Special Exception Conditions

6. Hours of operation shall be limited to Sunday through Thursday from 12p-12a, and Friday and Saturday from 12p-2a.
 - At least 3 similar establishments close after 12a Monday through Thursday.
7. Signage must be posted at all exit points of the outdoor area to prevent alcohol from leaving the premises.
8. Special events shall not be hosted in the outdoor seating area.



Appeal of BOA Decision

June 5, 2025 (Original) and July 3, 2025 (Amended)

- Certain residents of Whitley Bay Condominiums filed an appeal to the City Council of the BOA ruling based on noise concerns raised by local residents and the belief that the business's outdoor activities would exacerbate community disturbances.
- **The Notice of Appeal in this case identified only the expansion of the outdoor seating area outside of Unit 120 and a portion of Unit 116 with amplified outdoor music permitted under certain conditions as the basis for the appeal.**





Special Exception Hearing

Conduct a de novo appeal hearing and decide whether to **affirm, modify, or reverse** the Board of Adjustment's May 21 2025 approval (with conditions) of a Special Exception expanding Aqua Lounge's bar/lounge use to include an outdoor seating area at 226 King St., Units 120 & 116 (CBD & Cocoa Village Subdistrict, Cocoa Waterfront Overlay).



Special Exception Criteria

August 12, 2025

- City Council must review the special exception request for the outdoor expansion only based on the exception following the criteria in Article XVII, Section 2 of the Zoning Ordinance including:
 - A. ingress and egress
 - B. off-street parking
 - C. refuse areas
 - D. utilities
 - E. screening and buffering
 - F. signage
 - G. required yards and open space
 - H. height
 - I. landscaping
 - J. renewal and/or termination dates
 - K. and compatibility with surrounding uses



Compatibility with Surrounding Areas

Zoning District: CBD

Future Land Use: Mixed Use

Business	Future Land Use	Zoning
Aqua Lounge	Mixed Use	CBD
North	Mixed Use	CBD
South	Mixed Use	CBD-CVO
East	Mixed Use	CBD
West	Mixed Use	CBD

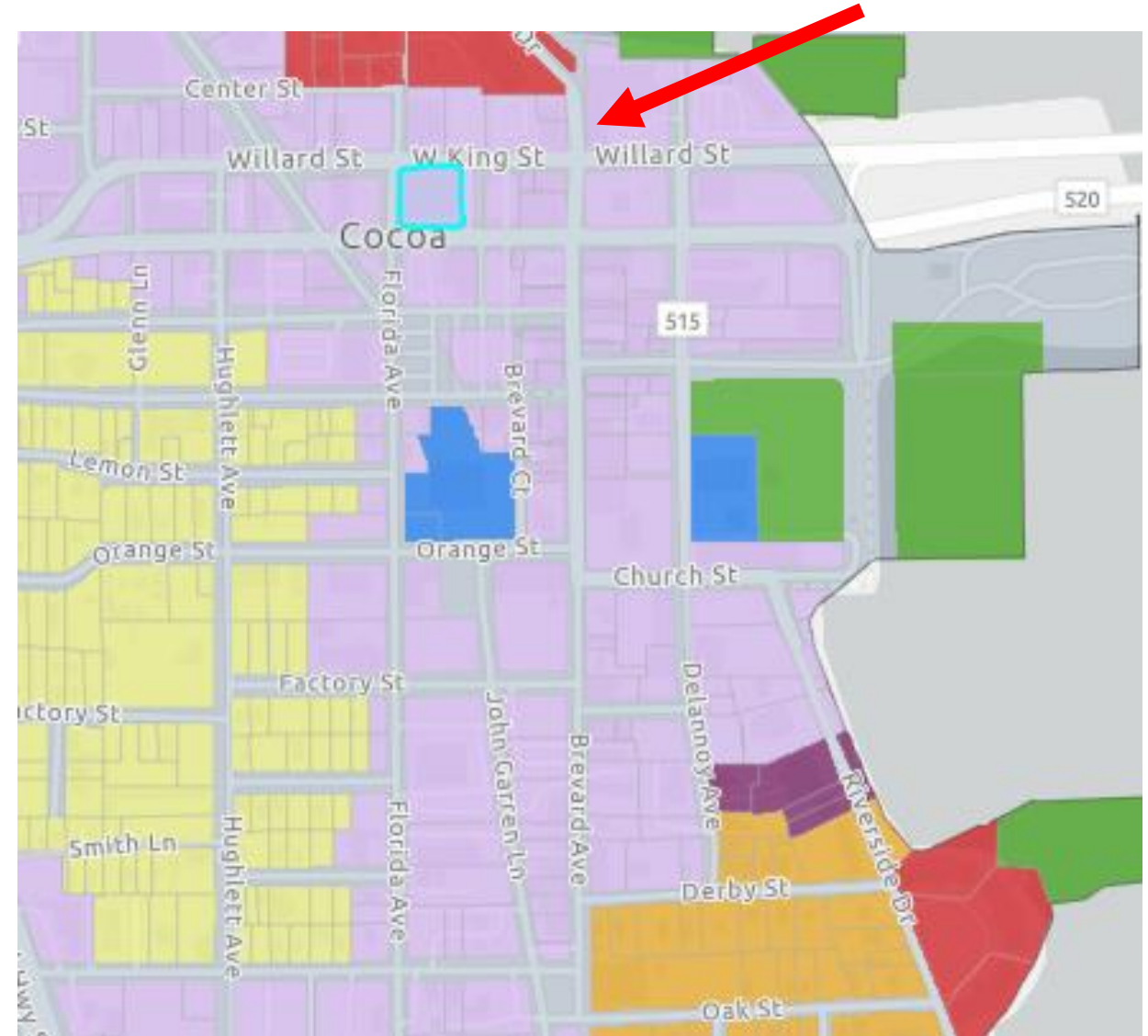


Compatibility with Surrounding Areas

Zoning District:
CBD

Future Land Use:
Mixed Use

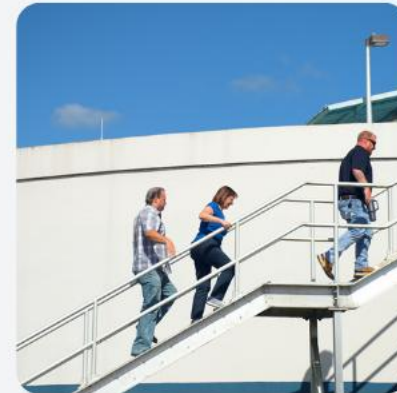
Purpose of this district is to allow for the development of fully integrated mixed-use pedestrian orientated neighborhoods.



Staff Recommendation

Because the Special Exception includes eight business –specific conditions (which were presented here and included in your agenda), staff recommends that the City Council affirm the BOA’s decision approving the expansion of the bar/lounge Special Exception at 226 King Street to include outdoor seating adjacent to Unit 120 and a portion of Unit 116, subject to those same conditions and adopt the written findings of staff included in the staff reports.





CITY COUNCIL AGENDA ITEM

Memo Date: September 18, 2025
Agenda Date: September 23, 2025
File ID: 2025-918
Prepared By: Monica Arsenault, City Clerk
Through: Stockton Whitten, City Manager
Requested Action: Proclamation recognizing Viewpoint with Seeta and Friends community radio show for their Twenty Years in the City of Cocoa.

BACKGROUND:

N/A

PRIORITY AREA CONNECTION:

Community Outreach and Engagement

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

N/A



PROCLAMATION

WHEREAS, *Viewpoint with Seeta and Friends* is a dynamic, women-owned small business and community radio show that has spent the past 20 years empowering individuals, raising awareness on critical social issues, and providing a platform for community leaders, activists, and changemakers to share their stories; and

WHEREAS, under the leadership of Seeta Durjan Begui, a dedicated community activist and passionate advocate for global poverty, domestic violence awareness, education, and social justice, the show has provided invaluable contributions to the City of Cocoa and beyond; and

WHEREAS, through her tireless commitment to giving back, Seeta Durjan Begui has fostered a spirit of community engagement, encouraging listeners to get involved year-round through volunteering, mentoring, education, and support for local causes, all while remaining deeply connected to both her native Trinidad and Tobago and the opportunities provided by the United States of America; and

WHEREAS, Seeta's co-host, Ellen Onieal, has been a consistent partner in promoting community service, supporting small businesses, and empowering entrepreneurs, as well as advocating for children at risk and various charitable causes, both in Cocoa and throughout the region; and

WHEREAS, *Viewpoint with Seeta and Friends* has built a rich legacy of educating and inspiring listeners by providing diverse viewpoints on social issues, showcasing community leaders, and bringing attention to local efforts that make a tangible difference in the lives of residents, particularly through interviews with those making personal and professional contributions to charity, education, and community development.

NOW, THEREFORE, BE IT RESOLVED, that the City of Cocoa of Brevard County, Florida, does hereby extend its deepest congratulations and recognition to Seeta Durjan Begui, Ellen Onieal, and the entire *Viewpoint with Seeta and Friends* team for their two decades of service, commitment, and invaluable contributions to our community.

WHEREFORE, I have hereunto set my hand and caused the seal of the City of Cocoa to be affixed this 23rd day of September 2025.

Mayor

ATTEST:

City Clerk

CITY COUNCIL AGENDA ITEM

Memo Date: September 2, 2025
Agenda Date: September 23, 2025
File ID: 2025-880
Prepared By: Katrina Combs, Utilities Administrative Technician, James Mitchell, Water Treatment Manager
Through: John Walsh, Utilities Director
Requested Action: To Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making Sole Source Purchase of Cal~Flo Liquid Lime from Burnett Lime Co., Inc., Campobello, SC.; To Authorize the City Manager to Approve Change Orders in an Amount not to Exceed the Total FY2026 Budget for Chemicals, pending the Adoption of the FY26 Budget.

BACKGROUND:

The Cal~Flo chemical was pilot tested and selected as part of the chemical treatment process in 1999 when the surface water treatment process was constructed. Due to the unique water chemistry and the need to create a design with consistent water chemistry reactions during treatment, it was determined that some of the chemicals tested and used to treat surface water must remain constant such as Cal~Flo. The Cal~Flo lime system is a patented process that is owned exclusively by the Burnett Lime Company making this a sole source purchase.

The estimated budget for Cal~Flo chemical is developed by staff based on anticipated water processing demands; however, demands will fluctuate and the actual use of the chemical will vary. As these variances occur, staff will adjust chemical budgets between the various chemicals throughout the year as a necessary and may increase or decrease based on the need; however, the total budget for Cal~Flo authorized by this agenda in the amount of \$260,000.00 for Dyal will not be exceeded unless it is resubmitted to City Council for approval.

Staff is requesting City Council continue to approve and waive the competitive bidding process for the purpose of making sole source purchases of Cal~Flo Liquid Lime from Burnett Lime Co., Inc., Campobello, SC.

Staff is recommending the approval to make a sole source purchase outline above for the purpose of providing necessary chemical for the Dyal Water Treatment Plant for FY26.

PRIORITY AREA CONNECTION:

BUDGETARY IMPACT:

Budgeted? Yes

If not budgeted, is amendment / transfer attached? N/A

Source/Use of Funds: Operating Revenue

Amount Requested \$260,000.00

Account Number 421-4020-536.52-09

Account Name Chemicals

Project Number DYCH10

PREVIOUS ACTION:

On September 24th, 2024, City Council Approved a Resolution Waiving the Competitive Bidding Process for the Purpose of Making Sole Source Purchase of Cal~Flo Liquid Lime from Burnett Lime Co., Inc., Campobello SC.

RECOMMENDED MOTION:

To Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making Sole Source Purchase of Cal~Flo Liquid Lime from Burnett Lime Co., Inc., Campobello. SC.; To Authorize the City Manager to Approve Change Orders in an Amount not to exceed the Total FY2026 Budget for Chemicals, pending the Adoption of the FY26 Budget.

BURNETT LIME COMPANY, INC.

7095 HIGHWAY 11 • CAMPOBELLO, SC 29322 • 864-592-1658 • FAX: 864-592-1690 WWW.BURNETT-INC.COM

September 5, 2025

Katrina E. Combs
Utilities Administrative Technician,
Cocoa Beach Utilities
28400 State Road #520
Cocoa, FL 32922



**Subject: Sole Source CAL~FLO®
Lime Slurry**

Katrina,

Burnett Lime Company, Inc., is the sole manufacture of its product, CAL~FLO® Lime Slurry. Burnett Lime Company, Inc. is the sole or exclusive representative for CAL~FLO® Lime Slurry and CAL~FLO® Lime Slurry Systems within the state of Florida for the purchase of new products, OEM repair parts, repairs and maintenance.



is a Burnett Lime Company, Inc. trademark, which is produced and sold with the patented CAL~FLO® Lime Slurry System. In selecting the CAL~FLO® system and slurry, your facility will receive our feed system functional guarantee (since the CAL~FLO® slurry meets the required specifications for proper operation).

No other representative can sell products, repair/replacement parts, maintenance, repair/replacement services, field services and technical support for Burnett Lime Company, Inc.

Burnett Lime Company, Inc. is the sole authorized repair facilitator for maintenance and installation in addition to stocking all authorized repair parts.

Your contact for CAL~FLO® Lime Slurry is:

Name Andrew Cannon or Judy Gregory
Address 7095 Hwy 11, Campobello, SC 29322
Phone 864-592-1658
Email acannon@burnett-inc.com cc: jgregory@burnett-inc.com

Pricing: The delivered price for CAL~FLO slurry to Dyal WTP will be **\$0.103 per liquid pound.** This price will be firm for the **physical year October 1, 2025 – September 30, 2026.**

If you have questions regarding this issue, please contact me at 864-592-1658.

Thank you,

A handwritten signature in blue ink that reads "Hugh Burnett".

Hugh Burnett, Vice-President
BURNETT LIME COMPANY, INC.
Email: hburnett@burnett-inc.com
Web: www.burnett-inc.com



Pre-Approved Confirmation Vendors

Pre-Approved Confirmation Vendors do not require confirmation justification memos.

Sub-commodity code 012

Note: For all Pre Approved Confirmation Purchase Orders, this list must be added to Laserfiche as back-up.

Current As Of August 2, 2018

Approved Vendors	Vendor Number	Product/ Service
Bob Steele Chevrolet Inc.	30	Accident repair only (not regular service)
Bryant, Miller & Olive	7550	Legal
Burnett Lime Co.	8684	Repair and Maintenance Calflo Liquid Lime
City of Cocoa Utilities	335	Water Meter Bills
Dana Safety Supply (DSS)	9628	Public Safety and Utility lighting and equipment –Fleet only
FEC ROW (f.k.a. FDG Flagler Station)	9082	Pipe Crossings
Federal Express Corp. (FEDEX)	452	Shipping
Fiserv Solutions, Inc.	1211	Electronic payments
Fisher & Phillips	2867	Legal
FL Division of Worker's Comp	7596	WC Assessment
FL Municipal Insurance Trust	7791	Insurance
FL Municipal Insurance Trust/Talla	5515	Insurance
Florida East Coast Railway LLC	1987	Railroad Crossing Maintenance
Florida East Coast Railway Orlando	7268	Railroad Crossing Maintenance
Florida Today	4155	Legal Ads
Florida Unemployment Comp. Fund	2018	Unemployment Compensation
Garganese, Weiss & D'Agresta, P.A.	6691	Legal
GATTO's Tire & Auto Service	60	Tires & Service—Fleet only
Glover Oil Co., Inc.	598	Fuel
Lewis, Longman & Walker	6791	Legal
Lisa Cullen, Brevard Tax Collector	2752	Taxes, Postage Notices, Lockbox
Office of State Attorney	8582	Police Matters
Progressive Document Destruction	6375	Shredding Documents
Ring Power Orlando	7604	Caterpillar Generator Repair & Maintenance
Ring Power Palm Bay	1677	Caterpillar Generator Repair & Maintenance
Scott Ellis, Clerk of Court	5981	Recording Fees
Solid Waste Management	5123	Land Fill Charges
Stericycle, Inc.	9235	Disposal of Biohazardous Waste
Supervisor of Elections	912	Election Poll Fees
Total Admin. Services Corp.	9943	Flexible Spending Account (FSA) Admin Fees
Trane Maitland	9530	Dyal WTP, Utilities Building & Booster Stations
Trane Orlando Co.	6762	Dyal WTP, Utilities Building & Booster Stations
Tron's Auto Towing	6056	Towing Service
United Parcel Service (UPS)	312	Shipping
Water Treatment & Controls	1345	Emergency Repairs for Wallace & Tiernan Equip
Xylem Water Solutions USA, Inc. (PA)	1240	Ozone Generators Emergency Repairs

Approved by:



City Manager

8/15/18
Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/24/2024

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 CWS Insurance PO Box 1988 435 E Kennedy St Spartanburg SC 29302	CONTACT NAME: Julie Mitchem PHONE (A/C, No, Ext): (864) 583-1451 E-MAIL ADDRESS: julie@cwsinsurance.com FAX (A/C, No): (864) 585-6450																					
INSURED Burnett Lime Co., Inc & Cal Transport, Inc. Cal Flo, LLC, DBA: Burnett 7095 Hwy 11 Campobello SC 29322	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Phoenix Insurance Co.</td><td>25623</td></tr><tr><td>INSURER B:</td><td>Travelers Indemnity Co.</td><td>25658</td></tr><tr><td>INSURER C:</td><td>Travelers Indemnity of America</td><td>25666</td></tr><tr><td>INSURER D:</td><td>Standard Fire Insurance Company</td><td>19070</td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Phoenix Insurance Co.	25623	INSURER B:	Travelers Indemnity Co.	25658	INSURER C:	Travelers Indemnity of America	25666	INSURER D:	Standard Fire Insurance Company	19070	INSURER E:			INSURER F:		
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COVERAGES**CERTIFICATE NUMBER:** 24/25 Master**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			Y-630-3C77676A-PHX-24	10/01/2024	10/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			840-3C864377-IND-24	10/01/2024	10/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist \$ 1,000,000
C	☒ UMBRELLA LIAB ☒ EXCESS LIAB DED ☒ RETENTION \$ 0			CUP-0L837646-18-24	10/01/2024	10/01/2025	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
D	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 Y	N/A	UB-6J854640-24	10/01/2024	10/01/2025	☒ PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Motor Truck Cargo			Y-630-3C77676A-PHX-24	10/01/2024	10/01/2025	Per Conveyance/\$50,000 Coverage/\$50,000 Load Unload/ Deduct/\$5,000

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

The City of Cocoa is included as additional insured with regards to General Liability if required by written contract.

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

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RESOLUTION NO. 2025-064

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, that:

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

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a Regular Meeting assembled on the 23rd day of September, 2025.

Michael C. Blake, Mayor

ATTEST:

Monica Arsenault, CMC, City Clerk

EXHIBIT “A”

To Resolution No. 2025-064

The City Manager recommends that the competitive bidding requirement waived, by reason of sole source, for the purchase of Cal-Flo Liquid Lime from Burnett Lime Co., Inc., 7095 Hwy 11. Campobello, SC.

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

Stockton Whitten
City Manager

CITY COUNCIL AGENDA ITEM

Memo Date: September 2, 2025
Agenda Date: September 23, 2025
File ID: 2025-881
Prepared By: Katrina Combs, Utilities Administrative Technician, James Mitchell, Water Treatment Manager
Through: John Walsh, Utilities Director
Requested Action: Authorize the City Manager to Execute Contracts, Approve Annual Renewals, Amendments, and Change Orders to Individual Purchase Orders or between Chemical Providers in an Amount not to Exceed the Total Estimated FY2026 Adopted Budget for Chemicals. Accept the renewals to the contracts with Allied Universal Corp., Carmeuse Lime & Stone, We Soda, Univar Solutions USA, Inc., Matherson Tri-Gas, Inc., Thatcher Chemical of Florida, and Linde, Inc.

BACKGROUND:

The Dyal Water Treatment (WTP) and Sellers Wastewater Treatment (WWTP) Plants establish estimated annual chemical budgets based on anticipated demands; however, demands will fluctuate and the actual use of each chemical will vary. As these variances occur, staff will adjust chemical budgets throughout the year as necessary and may lower or increase based on need. The total FY26 budgets for chemicals for Dyal WTP (\$7,062,300.00 see Exhibit A) and Sellers WWTP (\$221,325.00 see Exhibit A) will not be exceeded unless they are resubmitted to City Council for approval. For a full accounting of FY26 anticipated chemical usage see EXHIBIT A attached to this agenda item.

The City Manager negotiated renewals to the following chemical supply vendors for fiscal year 2026. Staff is requesting City Council to accept these renewals and to authorize the City Manager to issue purchase orders up to the approved 2026 chemical budget in order to continue to purchase these chemicals for water and wastewater treatment:

Contract#	Vendor	Chemical	Start	Current End Date	Renewal Through
B-22-12- COC-B	Allied Universal Corp.	Sodium Hypochlorite	10/01/2025	9/26/2025	9/26/2026
B-25-01- BCPEPC-A	Carmeuse Lime & Stone	Quick Lime Pebble 3/8" & 3/4"	10/01/2024	9/26/2025	9/26/2026
B-25-01- BCPEPC-G	Linde, Inc.	Liquid Oxygen (LOX)	10/01/2024	9/30/2025	9/30/2026

B-25-01-BCPEPC-E	Matheson Tri-Gas, Inc.	Carbon Dioxide	10/01/2024 9/30/2025 9/30/2026
B-25-01-BCPEPC-F	Thatcher	Ferric Sulfate	10/01/2024 9/30/2025 9/30/2026
B-25-01-BCPEPC-D	Univar Solutions	Ammonium Sulfate	10/01/2024 9/26/2025 9/30/2026
B-25-01-BPPEPC-B	WE Soda	Soda Ash	10/01/2024 9/30/2027 9/30/2027

The extensions requested above represents a portion of the total vendors that supply the City with chemicals. The remaining vendors have either been approved in other actions or will be brought to City Council under separate agenda items.

PRIORITY AREA CONNECTION:

BUDGETARY IMPACT:

Budgeted? Yes

If not budgeted, is amendment / transfer attached? N/A

Source/Use of Funds Operating Revenue

<u>Amount</u>	\$7,062,300.00 Dyal WTP
	\$221,325.00 Sellers WWTP

<u>Account Number</u>	421-4020-536.52-09 Dyal WTP
	421-4120-536.52-09 Sellers WWTP

<u>Account Name</u>	Chemicals
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PREVIOUS ACTION:

On September 10th, 2024 Agenda 24-513 Carmeuse Lime & Stone, Genesis Alkali, LLC, Univar Solutions USA, Inc., Matherson Tri-Gas, Inc., Thatcher Chemical of Florida, and Linde, Inc. Contract # B-25-01-BCPEPC.

On September 24th, 2024 Agenda item 24-547, City Council approved awards to Allied Universal Corporation Contact # B-22-12-COC-B

RECOMMENDED MOTION:

Authorize the City Manager to Execute Contracts, Approve Annual Renewals, Amendments, and Change Orders to Individual Purchase Orders or between Chemical Providers in an Amount not to Exceed the Total Estimated FY2026 Adopted Budget for Chemicals. Accept the renewals to the contracts with Allied Universal Corp., Carmeuse Lime & Stone, We Soda, Univar Solutions USA, Inc., Matherson Tri-Gas, Inc., Thatcher Chemical of Florida, and Linde, Inc.



Finance Department

65 Stone Street Cocoa, FL 32922

PHONE: (321) 433-8685

FAX: (321) 433-8685

www.CocoaFL.gov

**CITY OF COCOA
AMENDMENT TO SERVICE AGREEMENT
3rd AMENDMENT**

**Water and Wastewater Treatment Chemical – Liquid Sodium Hypochlorite
CONTRACT NO. B-22-12-COC-B**

This THIRD Amendment to the Service Agreement for Water and Wastewater Treatment Chemical – Liquid Sodium Hypochlorite is made between the City of Cocoa and Allied Universal Corporation, 3901 NW 115 Ave., Miami, FL 33178.

The agreement entered on September 27, 2022, is hereby amended to renew for the third renewal option for twelve (12) additional months at the rate of \$1.62/per gallon with terms, and conditions commencing on September 27, 2025, and terminating on September 26, 2026.

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

ALLIED UNIVERSAL COPORATION

CITY OF COCOA

By: Jim Palmer

(Name) Printed

By: Stockton Whitten

(Name) Printed

President/CEO

(Title)

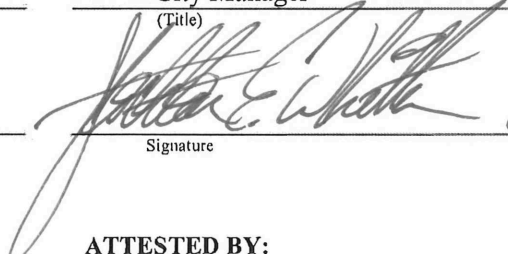
City Manager

(Title)


Signature

6/9/25

Date


Signature

6/10/2025
Date

ATTESTED BY:

Signature/Title

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

Stay Connected     

CC: Monica Arsenault, City Clerk
James Mitchell, Water Treatment Manager
Brian Dale, Purchasing Manager

CITY OF COCOA

SERVICE AGREEMENT

B-22-12-COC-B

Water Treatment Chemicals – Liquid Sodium Hypochlorite
Allied Universal Corporation



PURCHASING DEPARTMENT
65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-8833
FAX: (321) 433-8685
EMAIL: PURCHASING@COCOFL.ORG

Table of Contents

SERVICE AGREEMENT	2
EXHIBIT A.....	19
City of Cocoa Purchase Order Terms and Conditions.....	19
EXHIBIT B.....	23
Invitation to Bid B-22-12-COC	23
EXHIBIT C.....	91
Allied Universal Corporation Response	91

SERVICE AGREEMENT

Water and Wastewater Treatment Chemicals for Dyal Water Treatment Plant And Jerry Sellers Water Reclamation Facility

THIS AGREEMENT ("Agreement") is made the 27th day of September, 2022, by and between the City of Cocoa, headquartered at 65 Stone Street, Cocoa, FL, 32922, hereinafter referred to as "CITY," and ALLIED UNIVERSAL CORPORATION, with its principal place of business located at 3901 NW 115 Ave, Miami, FL, 33178, hereinafter referred to as "SERVICE PROVIDER."

RECITALS:

WHEREAS, CITY is a municipal corporation existing under the State of Florida, and in the conduct of its business, desires to obtain all materials, service, equipment, and labor required for the delivery of certain water treatment chemicals as are necessary for the functioning of the Dyal Water Treatment Plant to treat potable water and wastewater; and

WHEREAS, SERVICE PROVIDER is an active for-profit corporation, existing under the laws of the State of Florida, experienced in the foregoing and agrees to perform these services for the CITY under the terms and conditions set forth in this Agreement; and

WHEREAS, SERVICE PROVIDER and CITY are hereby bound by the terms and conditions of this Agreement. CITY and SERVICE PROVIDER are hereby also bound by the terms and conditions of the Purchase Order, attached hereto as **Exhibit "A"** and incorporated by reference; the CITY's Invitation to Bid Number ITB B-22-12-COC, attached hereto as **Exhibit "B"** and incorporated by reference; and

WHEREAS, pursuant to **Exhibit "B"** and **Exhibit "C,"** SERVICE PROVIDER will enter into a separate agreement with any other Treatment, Storage, and Disposal Facility as is necessary to comply with Federal, State, and local regulations regarding the transportation and delivery of hazardous chemicals; and

WHEREAS, CITY shall not be held responsible for violations of any federal, state, or local regulations that occur related to the transportation and delivery of hazardous chemicals by SERVICE PROVIDER.

NOW, THEREFORE, in consideration of the mutual premises set forth in this Agreement, it is agreed by and between CITY and SERVICE PROVIDER as follows:

SECTION ONE NATURE OF WORK

SERVICE PROVIDER will provide services related to the transport and delivery of chemicals, specifically Liquid Sodium Hypochlorite, for water and wastewater treatment at the Dyal Wastewater Plant, as are described in **Exhibit "B,"** attached hereto and incorporated herein

by this reference, generally referred to as “Services” herein. SERVICE PROVIDER shall ensure that the Liquid Sodium Hypochlorite provided to CITY meets the quality and purity standards outlined in **Exhibit “B.”** Providing chemicals that do not meet applicable quality and purity standards shall be considered a material breach. Unless otherwise provided herein, SERVICE PROVIDER shall furnish all materials, tools, equipment, and manpower to complete the work required by this Agreement. The SERVICE PROVIDER warrants that it holds any and all necessary licenses required to conduct the work required by this Agreement, and agrees to maintain said licenses in good standing during the term of this Agreement, including a City of Cocoa Business Tax Receipt (unless SERVICE PROVIDER is otherwise exempt from the payment of the City’s business taxes). The SERVICE PROVIDER shall immediately notify the CITY in the event of a loss, suspension or termination of any license required to perform the Services set forth in this Agreement. SERVICE PROVIDER acknowledges that it has investigated prior to the execution of this Agreement and satisfied itself as to the conditions affecting the Services, the availability of materials and labor, the cost thereof, the requirements to obtain necessary insurance as set forth herein, and the steps necessary to complete the Services within the time set forth herein. SERVICE PROVIDER warrants unto the City that it has the competence and abilities to carefully and faithfully complete the Services within the time set forth herein. SERVICE PROVIDER will perform its Services with due and reasonable diligence consistent with sound professional practices. SERVICE PROVIDER shall ensure compliance with all applicable safety standards and with all federal, state, and local regulations related to the handling, transportation, and delivery of Liquid Sodium Hypochlorite.

SECTION TWO PLACE OF WORK

SERVICE PROVIDER agrees to come to the CITY’s Dyal Water Treatment Plant and Jerry Sellers Water Reclamation Facility, or such other places as reasonably designated by the CITY, to perform the Services as necessary. The address of the Dyal Water Treatment Plant and Jerry Sellers Water Reclamation Facility are provided in **Exhibit “B,”** and are incorporated herein by reference. SERVICE PROVIDER shall be responsible for coordinating access to the location where the Services will be performed and all necessary meeting, set-up, staging or workstation space with the CITY’s representative. SERVICE PROVIDER shall additionally follow all security protocols deemed necessary by the CITY as determined in its sole discretion. As part of the Services, SERVICE PROVIDER will be responsible for safekeeping all keys, access codes, combinations, access cards, personal identification numbers, passwords, and similar security codes and identifiers issued to SERVICE PROVIDER’s employees, agents, or subcontractors, as applicable. SERVICE PROVIDER agrees to require its employees to promptly report a lost or stolen access device or information. CITY or its affiliates shall at all times have the right to review or observe the Services performed by SERVICE PROVIDER. No inspection, review, or observation shall relieve SERVICE PROVIDER of its responsibility under this Agreement.

SECTION THREE

TIME DEVOTED TO WORK

In the performance of Services, the services and number of hours SERVICE PROVIDER is to work on any given day will be entirely within SERVICE PROVIDER'S control and professional judgment, and CITY will rely upon SERVICE PROVIDER to exercise sound professional judgment and to devote such time, as is reasonably necessary, to fulfill the intent and purpose of this Agreement. SERVICE PROVIDER shall be required provide and deliver chemicals for the Term of this Agreement pursuant to the relevant provisions of **Exhibit "B,"** attached hereto and incorporated by reference. The chemicals that SERVICE PROVIDER has agreed to supply to CITY shall be delivered on an as-needed basis to CITY. Deliveries are FOB to the CITY's destination. When services are required, CITY shall submit an order to SERVICE PROVIDER. Generally, deliveries should be made between the hours of 7:00 a.m. and 3:00 p.m. on normal working days (Monday through Friday), or as otherwise provided by the CITY. CITY shall have sole discretion as to when deliveries are to be received. Unless otherwise agreed to at the time an order is placed, SERVICE PROVIDER is to make deliveries within three days (72 hours, including weekends and holidays) of the CITY operations staff placing an order. SERVICE PROVIDER shall comply with delivery procedures, safety requirements, and documentation requirements as are set forth in **Exhibit "B."** SERVICE PROVIDER shall ensure that an appropriate Bill of Lading/Weigh Slip containing the required information described in **Exhibit "B"** shall be included with each delivery. All work furnished by the SERVICE PROVIDER hereunder shall conform to high quality professional standards of care and practice in effect at the time the work was performed. SERVICE PROVIDER shall complete all of said Services in a timely manner and will keep the CITY apprised of the status of work as reasonably requested by the CITY. Should SERVICE PROVIDER fall behind on an established schedule, it shall employ such resources so as to comply with the schedule. No extension for completion of Services shall be granted to SERVICE PROVIDER without CITY's prior written consent.

SECTION FOUR

PAYMENT

SERVICE PROVIDER will be compensated as set forth in SERVICE PROVIDER's Bid Price Schedule, which is found in SERVICE PROVIDER's Response to ITB B-22-12-COC. SERVICE PROVIDER's Response and the Bid Price Schedule contained therein are attached hereto as **Exhibit "C,"** and are incorporated by reference. Pursuant to Exhibit "B," delivery shall be FOB to the CITY's destination and shall be invoiced to the CITY no later than 30 days after delivery. Payments shall be due and payable as provided by the Florida Local Government Prompt Payment Act s. 218.70 et. seq., Florida Statutes. All Services provided to the CITY must be described upon the Service Provider's invoice with sufficient clarity for the CITY to easily identify and confirm the Services having been provided. All invoice entries shall clearly indicate the type of Service rendered, identify the SERVICE PROVIDER's employee who rendered such Service, and note the appropriate charge and hourly rate, if applicable. If upon the request of the CITY,

SERVICE PROVIDER agrees to perform additional services hereunder, the CITY shall pay SERVICE PROVIDER for the performance of such additional services an additional amount (in addition to all other amounts payable under this Agreement) based on a mutually agreed upon addendum to this Agreement providing for such additional fee and services, executed by the parties to this Agreement. The City shall not be responsible for the payment of any additional services provided by SERVICE PROVIDER unless the description of said services has been set forth in the aforementioned addendum and the addendum has been approved by the City Council or City Manager in accordance with the City's purchasing policies and procedures.

SECTION FIVE

TERM

The term shall commence upon the parties' execution of the Agreement. ("Commencement Date"). The term of this Agreement shall be as contained in **Exhibit "B."** The initial term of the Agreement shall be for one (1) year with the option to extend for three (3) additional one (1) year periods. The CITY's City Manager may exercise a renewal option, subject to SERVICE PROVIDER'S agreement to the renewal, by providing the SERVICE PROVIDER with at least thirty (30) days written notice in advance of the anniversary of the Commencement Date. Renewals shall be made upon mutual agreement of the Parties and upon the same terms described herein.

SECTION SIX

STATUS OF SERVICE PROVIDER

This Agreement calls for the performance of the services of SERVICE PROVIDER as an independent contractor, and SERVICE PROVIDER, an active Florida corporation, will not be considered an employee of the CITY for any purpose.

SECTION SEVEN

INDEMNIFICATION

SERVICE PROVIDER shall protect, defend, indemnify, and hold harmless, the CITY, its employees, agents, elected or appointed officials, and representatives from any and all claims, losses, suits, costs, expenses, fines, penalties, deficiencies, damages, obligations, and liabilities, including all attorney's fees and court costs through all appeals, for which CITY, its employees, agents, elected or appointed officials, and representatives can or may be held liable as a result of injury to persons (including death) or damage to property occurring by reason of any negligent acts, errors, omissions or willful misconduct of SERVICE PROVIDER, its employees, or agents arising out of or connected with this Agreement; or which arise out of any inaccurate representation made by the SERVICE PROVIDER, its employees, or agents; or any breach of this Agreement by SERVICE PROVIDER, its employees, or agents, except to the extent of the negligence, wrongful acts or omissions of CITY, or its agents, elected or appointed officials, employees, or representatives or others beyond SERVICE PROVIDER's control.

SERVICE PROVIDER shall further protect, defend, indemnify, and hold harmless, the CITY, its employees, agents, elected or appointed officials, and representatives from any and all claims and liabilities, whether rightful or otherwise, alleging that the work furnished by the SERVICE PROVIDER hereunder, or any part thereof, constitutes an infringement of any patent, copyright, trademark or other intellectual property right of the United States. SERVICE PROVIDER shall pay all damages and costs awarded against the CITY in connection with any such infringement, copyright, trademark or other intellectual property right claims.

This indemnification paragraph shall survive the termination of this Agreement until such time as all pending claims between the parties have been settled, or if no such pending claims, until such time as all applicable statute of limitation time periods have expired with respect to the work performed by SERVICE PROVIDER pursuant to this Agreement.

SECTION EIGHT TERMINATION

Notwithstanding Section Five, the CITY may terminate this Agreement for any reason, with or without cause and without penalty, by giving the SERVICE PROVIDER thirty (30) days advance written notice of the termination of this Agreement. In the event of any termination without cause pursuant to the preceding sentence, CITY shall continue to be responsible for the payment of any outstanding undisputed invoices delivered to CITY prior to the date of termination. In addition, should SERVICE PROVIDER materially breach this Agreement and such breach is not cured within fifteen (15) days of receiving written notice of such breach by the CITY, the CITY shall be entitled to terminate this Agreement immediately and SERVICE PROVIDER shall refund the CITY any pre-paid fees for Services not delivered to the CITY's satisfaction by SERVICE PROVIDER.

SECTION NINE PUBLIC RECORDS

- A. Pursuant to Section 119.0701, Florida Statutes, and other applicable public records laws (collectively, the "Public Records Laws"), SERVICE PROVIDER 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 SERVICE PROVIDER related directly 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 under and pursuant to the Public Records Laws, whether in the possession or control of the City or the SERVICE PROVIDER. If and to the extent 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 SERVICE PROVIDER are subject to the provisions of Chapter 119, Florida Statutes, or other Public Records Laws (records subject to the Public Records Laws are herein referred to as "public records"), they may not be destroyed without the specific written approval of the City's designated custodian of public records. 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 SERVICE PROVIDER be open and freely exhibited to the CITY for the purpose of examination and/or audit upon reasonable notice. Notwithstanding anything herein to the contrary, the parties agree to maintain the confidentiality of any and all records or documents from disclosure that are deemed confidential and/or exempt from public records disclosure pursuant to federal or state law, including, but not limited to, under the Health Insurance Portability and Accountability Act of 1996 and related HIPAA Privacy Rules.

IF THE SERVICE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SERVICE PROVIDER'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, 65 Stone Street, Cocoa, FL 32922.

SERVICE PROVIDER is required to and agrees to comply with applicable public records laws. SERVICE PROVIDER shall keep and maintain all public records required by the City to perform the services as agreed to herein. SERVICE PROVIDER shall provide the City, upon request from the City Clerk, copies of the requested public records or allow the public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law. SERVICE PROVIDER 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. Upon completion of the Agreement, SERVICE PROVIDER shall transfer to the City, at no cost, copies of all public records in possession of the SERVICE PROVIDER, provided the transfer is requested in writing by the City Clerk. Upon such transfer, SERVICE PROVIDER 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 copies of the public records be transferred, the SERVICE PROVIDER shall continue to keep and maintain the public records upon completion of the Agreement and shall meet all applicable requirements for retaining public records, subject to SERVICE PROVIDER's document retention policies and regulatory

requirements. All public 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 SERVICE PROVIDER of the request and the SERVICE PROVIDER shall then provide such public records to the City or allow the records to be inspected or copied within a reasonable time. If the SERVICE PROVIDER does not comply with a public records request, the City may enforce this Section to the extent permitted by law. SERVICE PROVIDER acknowledges that if the SERVICE PROVIDER does not provide the public records to the City within a reasonable time, the SERVICE PROVIDER may be subject to penalties under Section 119.10, Florida Statutes. The SERVICE PROVIDER acknowledges that if a civil action is filed against the SERVICE PROVIDER to compel production of public records relating to this Agreement, the court may assess and award against SERVICE PROVIDER 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 SERVICE PROVIDER, be open and freely exhibited to the City for the purpose of examination, audit, or otherwise upon reasonable notice. Failure by SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER's failure to comply with this Section, the City shall collect from SERVICE PROVIDER prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against SERVICE PROVIDER. 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 SERVICE PROVIDER's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

- B. All drawings, specifications and data or programs stored electronically or otherwise, prepared by the SERVICE PROVIDER and its independent contractors and associates pursuant to this Agreement or related exclusively to the Services described herein shall be owned by the CITY and may be reused by the CITY for any reason or purpose at any time. However, the CITY agrees that the aforesaid documents are not intended or represented to be suitable for reuse by the City or others on any undertaking other than the Work outlined in this Agreement. Any reuse for an undertaking other than for the Work without verification or adaptation by the SERVICE PROVIDER, 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 SERVICE PROVIDER.

- C. The City and the SERVICE PROVIDER agree that upon payment of fees due to the SERVICE PROVIDER 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 SERVICE PROVIDER, as applicable, 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 SERVICE PROVIDER 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 SERVICE PROVIDER in the performance of this Agreement, and hereby assigns and conveys the same to the CITY whether in the possession or control of the SERVICE PROVIDER or not.
- D. Notwithstanding any provisions to the contrary contained in this Agreement, the SERVICE PROVIDER 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

SECTION TEN INSURANCE

During the term of this Agreement, SERVICE PROVIDER shall be responsible for providing the types of insurance and limits of liability as set forth under this Paragraph. The insurance policies provided hereunder by SERVICE PROVIDER shall also include coverage with respect to services performed by all agents and independent contractors employed by SERVICE PROVIDER to perform any Work hereunder.

a. The SERVICE PROVIDER shall maintain comprehensive general liability insurance in the minimum amount of \$1,000,000 as the combined single limit for each occurrence and \$2,000,000 general aggregate with a deductible not less than \$5,000 unless otherwise approved in writing by the City Manager to protect the SERVICE PROVIDER from claims of property damages which may arise from any Work performed under this Agreement whether such Work are performed by the SERVICE PROVIDER or by anyone directly employed by or contracting with the SERVICE PROVIDER.

b. The SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER or by anyone directly or indirectly employed by the SERVICE PROVIDER.

c. The SERVICE PROVIDER 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 \$1,000,000 for all of its employees performing Work for the CLIENT pursuant to this Agreement.

d. The SERVICE PROVIDER shall maintain Pollution Liability Insurance coverage, which covers any and all losses caused by pollution conditions (including sudden and non-sudden pollution conditions) arising from the Services being performed pursuant to this Agreement, in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 per general aggregate.

All required insurance must be from insurance carriers that have a rating of "A" or better and a financial size category of "VII" or higher according to the A.M. Best Company (or equivalent rating and rating service as reasonably determined by the City Manager). 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 CITY by SERVICE PROVIDER upon the Effective Date of this Agreement which satisfied the insurance requirements of this Section. Renewal certificates shall be sent to the CITY at the time of any expiration. There shall also be a 30-day advance written notification to the CITY in the event of cancellation or material modification of any stipulated insurance coverage. **The CITY shall be an additional insured on all stipulated insurance policies as its interest may appear, from time to time, excluding worker's compensation and professional liability policies.**

SECTION ELEVEN NOTICES

Any and all notices required or permitted under this Agreement shall be in writing and shall be sufficient in all respects if (i) delivered personally, (ii) mailed by registered or certified mail, return receipt requested and postage prepaid, or (iii) sent via a nationally recognized overnight courier service to the following:

For CITY:
City Manager
65 Stone Street
Cocoa, FL 32922

For SERVICE PROVIDER:

ALLIED UNIVERSAL CORPORATION
3901 NW 115 Ave
Miami, FL, 33178
Att'n: Jim Palmer, President, jimp@allieduniversal.com

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. In addition to the foregoing, notices to SERVICE PROVIDER shall also be given by email at the above email address.

SECTION TWELVE

E-VERIFY

1. Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, SERVICE PROVIDER 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.
2. Subcontractors
 - (i) SERVICE PROVIDER 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) SERVICE PROVIDER 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) SERVICE PROVIDER shall provide a copy of all subcontractor affidavits to the City upon receipt and shall maintain a copy for the duration of the Agreement.
3. SERVICE PROVIDER must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the SERVICE PROVIDER 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.
4. 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, SERVICE PROVIDER shall be liable for any additional costs incurred by the CITY as a result of the termination of the Agreement.

SECTION THIRTEEN MISCELLANEOUS

1. As an independent contractor, SERVICE PROVIDER shall pay all expenses in connection with its consulting business and SERVICE PROVIDER will not incur any indebtedness on behalf of CITY with this AGREEMENT.
2. 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.
3. This Agreement shall constitute the entire Agreement between the parties relative to the transaction contemplated herein and neither this Agreement nor any term or provision hereof may be waived, except by an instrument in writing executed by the CITY and SERVICE PROVIDER.
4. This Agreement shall be interpreted and enforced in accordance with the laws of the State of Florida, and the venue for any action brought or arising out of this Agreement shall be Brevard County, Florida for state court actions and Orlando, Florida for federal court actions.
5. Should any term or provision of this Agreement be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this Agreement, to the extent that the Agreement shall remain operable, enforceable and in full force and effect to the extent permitted by law.
6. This Agreement may be amended, extended, or renewed only with the written approval of the parties. There shall be no modification of this Agreement without a writing.
7. This Agreement states the entire understanding and agreement between the parties and supersedes any and all written or oral representations, statements, negotiations, or agreements previously existing between the parties with respect to the subject matter of this Agreement, save for the representations which are attached to this Agreement as Exhibits. The SERVICE PROVIDER recognizes that any representations, statements or negotiations made by CITY staff do not suffice to legally bind the CITY in a contractual relationship unless they have been reduced to writing and signed by an authorized CITY representative. This Agreement shall inure to the benefit of and shall be binding upon the parties, their respective assigns, and successors in interest.

8. CITY and SERVICE PROVIDER 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.
9. 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. SERVICE PROVIDER 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.
10. The SERVICE PROVIDER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the SERVICE PROVIDER, to solicit or secure this Agreement, and that it has not paid or agreed to pay any CITY employee or official, person, company, corporation, individual, or firm, other than a bona fide employee working solely for the SERVICE PROVIDER, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.
11. SERVICE PROVIDER shall not assign or subcontract this Agreement or any rights or any monies due or to become due hereunder without the prior, written consent of CITY. Unless specifically stated to the contrary in any written consent to any assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than CITY and SERVICE PROVIDER, and all duties and responsibilities under this Agreement will be for the sole and exclusive benefit of CITY and SERVICE PROVIDER and not for the benefit of any other party.
12. Precautions shall be exercised at all times for the protection of all persons (including the CITY's employees) and property. The safety provisions of all applicable laws, regulations, and codes shall be observed. Hazards arising from the use of vehicles, machinery, and equipment shall be guided or eliminated in accordance with the highest accepted standard of safety. SERVICE PROVIDER shall be solely and absolutely responsible and assume all liability for the safety and supervision of its principals, employees, contractors, and agents

while performing Services provided hereunder. SERVICE PROVIDER shall comply with all applicable workplace and occupational safety regulations.

13. SERVICE PROVIDER 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 and the incorporated Exhibits. SERVICE PROVIDER shall also secure and maintain any and all permits and licenses required to complete this agreement. SERVICE PROVIDER shall comply with all safety regulations outlined in Exhibit "B." SERVICE PROVIDER shall ensure, as provided in Exhibit "B," that all Material Safety Data Sheet (MSDS) documentation is appropriately furnished to CITY in compliance with Chapter 442, Florida Statutes. SERVICE PROVIDER shall ensure compliance with all federal, state, and local laws related to the delivery, transportation, and handling of the chemical or chemicals which SERVICE PROVIDER is providing to CITY.
14. In the event that the chemicals provided by SERVICE PROVIDER to CITY should spill, leak, or otherwise breach containment during delivery or transport, SERVICE PROVIDER shall be responsible for cleanup. SERVICE PROVIDER shall comply with all applicable federal, state, and local regulations related to the cleanup of the provided chemicals. Cleanup services shall be provided at no additional cost to CITY.
15. SERVICE PROVIDER shall agree to provide technical assistance, as needed, regarding the application of its product, and the disposal and handling of the residual produced by application of its product, as applicable. SERVICE PROVIDER shall provide this technical assistance at no charge to CITY. SERVICE PROVIDER shall provide technical research and reports as requested by the Water Department at no additional cost to CITY.
16. 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 SERVICE PROVIDER'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 sixty days, either party may terminate this Agreement.
17. This Agreement is subject to the annual appropriations of funds by the City Council. The CITY has a right to cancel this contract for fiscal non-funding.
18. SERVICE PROVIDER acknowledges that its employees and agents will behave in an appropriate manner while on any CITY property and while on any residential or commercial private property relating to the performance of Services in accordance with this Agreement

and shall, at all times, conduct themselves in a manner consistent with CITY policies and within the discretion of the City Project Manager or designee. Professional and personal conduct of SERVICE PROVIDER's staff shall conform to CITY's personnel policies. It is a breach of this Agreement for any agent or employee of SERVICE PROVIDER to behave in a manner which is inconsistent with good conduct or decorum or to behave in any manner that will disrupt the functioning of the CITY or constitute any level of threat to the safety, health, and well-being of any citizen, invitee, licensee, agent or employee of the CITY. SERVICE PROVIDER agrees to immediately remove any agent or employee if directed to do so by the City Project Manager or designee.

19. SERVICE PROVIDER shall acquire no rights under the Agreement to, and shall not use, the name of the CITY, either alone or in conjunction with or as part of any other name, word, mark, picture, logo, design, and/or trademark (collectively "City Marks") in any of Service Provider's advertising, publicity or promotion; to express or imply any endorsement by the City of its Services; or in any other manner (whether or not similar to the uses hereinabove specifically prohibited) without the prior review and written approval by the CITY, except as expressly permitted herein. No advertisement, publication, or other use of City Marks shall be published or otherwise promulgated by SERVICE PROVIDER without City's prior inspection and written approval. This clause shall survive the expiration or sooner termination of this Agreement.

20. By signing this Agreement, Service Provider certifies that it and its principals:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency.
- B. Have not, within the preceding five-year period, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
- C. Are not presently indicted or otherwise criminally charged by a government entity (federal, state or local) with commission of any of the offense enumerated in the preceding paragraph.
- D. Have not within the preceding five years had one or more public transactions (federal, state or local) terminated for cause or default.

Service Provider agrees to notify City within thirty (30) days after the occurrence of any of the events, actions, debarments, proposals, declarations, exclusions, convictions,

judgment, indictments, informations, or terminations as described above, with respect to Service Provider or its principals.

21. In case of any inconsistency in any of the documents bearing on the Agreement between the CITY and the SERVICE PROVIDER, the inconsistency shall be resolved by giving precedence in the following order:
- A. Addenda or change orders to this Agreement subsequent to the Effective date of this Agreement;
 - B. This Agreement;
 - C. Exhibits to this Agreement.

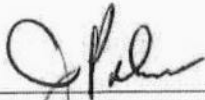
Any inconsistency in the work description shall be clarified by the City and performed by the Service Provider.

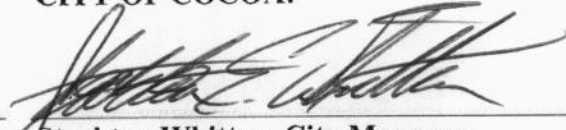
22. At its discretion, during the course of the work, should any errors, ambiguities, or discrepancies be found in the Agreement or specifications, the CITY at its sole discretion will interpret the intent of the Agreement and work descriptions and the SERVICE PROVIDER hereby agrees to abide by the CITY's interpretation and agrees to carry out the work in accordance with the decision of the CITY.
23. The SERVICE PROVIDER warrants and represents that it complies with all Federal and State requirements concerning fair employment and will not discriminate by reason of race, color, religion, sex, age, national origin, disability, national origin, sexual orientation, gender identity, or expression, and genetic information or any other category of persons protected pursuant to Florida law.
24. No inspection by the CITY, nor any payment for or acceptance of the whole or part of the items in this Agreement, nor any extension of time, nor any possession taken by the CITY of the product or services hereunder shall operate as a waiver of (1) any provision of this Agreement, (2) the right to have it fully performed, (3) any power herein reserved by the City or (4) any right to damages under this Agreement. No waiver of any breach of this Agreement shall be held to be a waiver of any other breach. Failure of CITY to insist upon performance within any time period or upon a proper level or quality of performance shall not act as a waiver of CITY's right to later claim a failure to perform by SERVICE PROVIDER.

IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby execute this Agreement on the date first written above.

SERVICE PROVIDER:

CITY OF COCOA:





Printed Name: Jim Palmer

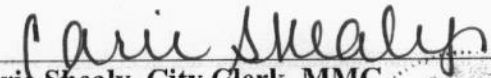
Stockton Whitten, City Manager

Title: President / CEO

Date: 9-27-2022

Date: 8/21/22

ATTEST:



Carrie Shealy, City Clerk, MMC



EXHIBIT A

City of Cocoa Purchase Order 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; except that Allied shall collect from City and City shall pay to Allied the Superfund federal excise 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 comparable customer for goods or services of compatible grade or quality during the terms hereof. Should City be able to purchase goods or services of the same or comparable quality from another source at a lower delivered cost then in effect

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

13. PACKAGING AND CARTAGE: No charge will be allowed for packing, boxing or cartage unless agreed upon at the time of purchase, but damage to any goods not packed to 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 may 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 upon reasonable notice 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. Seller reserves the right to assert the non-applicability of the Public Records Act and exemptions therefrom, including protections afforded privileged or confidential and proprietary business information.

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.

EXHIBIT B
Invitation to Bid B-22-12-COC
Published June 20, 2022

The City of Cocoa is accepting sealed bids from individuals, corporations, partnerships, and other legal entities authorized to do business in the State of Florida, to provide water and wastewater treatment chemicals, as described in this Invitation to Bid (ITB).

Summary of Project:

The City of Cocoa is soliciting for a contractor to furnish all materials, service, equipment, and labor required for the following water and wastewater treatments chemicals; Liquid Sodium Hypochlorite, Ferric Sulfate and Carbon Dioxide as described in this Invitation to Bid (ITB).

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

There will be no Pre-Bid conference held for this project.

Questions regarding this solicitation must be received in writing at the address above no later than **Friday, July 01, 2022, at 5:00PM**. Responses to those questions considered material to the solicitation shall be distributed via formal addenda and posted to the City of Cocoa website: <https://www.cocoafl.org> and to the City's online bidding platform, Vendor Link, <http://www.myvendorlink.com>.

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

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

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

The City of Cocoa supports local vendors and offers a five (5%) percent preference given to Brevard County contractors / contractors whose physical business address is within the physical boundaries of Brevard County and such location is evidenced by the local business tax receipt issued for at least six (6) months prior to the date the bid is submitted. P.O. Boxes shall not be considered a physical business address. The City reserves the right to reject any or all bid/proposals, with or without a cause; to waive technical errors and informalities; and to award

bid/proposals to the lowest responsive, responsible bid/proposer. One or more of the City Council members may be present at the bid/proposal opening.

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

Table of Contents

SECTION 1	INTRODUCTION	6
1.01	DESCRIPTION OF WORK	6
CHEMICAL SPECIFICATIONS:		6
1.02	MINIUM QUALIFICATIONS	13
1.03	PROJECT COMPLETION TIME	14
1.04	SOLICITATION SCHEDULE (THIS SCHEDULE MAY BE REVISED, AS NEEDED).....	14
SECTION 2	INSTRUCTIONS TO BIDDERS.....	14
2.01	BID DOCUMENTS	14
2.02	BID SUBMITTAL AND DELIVERY	15
2.03	PUBLIC OPENING.....	16
2.04	UNBALANCED BIDS	16
2.05	ON-LINE SERVICE PROVIDER DISCLAIMER.....	17
2.06	SOLICITATION DOCUMENTS.....	17
2.07	MANDATORY PRE-BID MEETING.....	17
2.08	CONE OF SILENCE/LOBBYING.....	17
2.09	INTERPRETATIONS AND QUESTIONS.....	18
2.10	BID COMPLETENESS AND COMPLIANCE.....	18
2.11	DETERMINING RESPONSIBILITY	19
2.12	BID FORMS/REPRODUCTION	20
2.13	BIDDER ACKNOWLEDGEMENT.....	20
2.14	BIDS TO REMAIN FIRM	20
2.15	COST OF SUBMITTAL	20
2.16	IMPROPER IDENTIFICATION AND TIMELINESS	20
2.17	CORPORATE STANDING AND AUTHORIZED SIGNATORY	20
2.18	PROPRIETARY INFORMATION	21
2.19	CERTIFICATION OF INDEPENDENT PRICE DETERMINATION	21
2.20	FAILURE TO COMPLY WITH BID INSTRUCTIONS	21
2.21	AMERICANS WITH DISABILITIES ACT	22
2.22	OFFICE OF RECORD.....	22
2.23	MODIFICATION OR WITHDRAWAL OF BIDS.....	22
2.24	CONFLICTS WITHIN SOLICITATION	22
2.25	JOINT VENTURES.....	22
SECTION 3	SPECIAL CONDITIONS.....	23
3.01	BID SECURITY BOND – NOT USED.....	23
3.02	PERFORMANCE AND PAYMENT BONDS-NOT USED	24
3.03	TIME FOR COMPLETION AND LIQUIDATED DAMAGES-NOT USED	24
SECTION 4	GENERAL TERMS AND CONDITIONS	24
4.01	AWARD OF CONTRACT	24
4.02	DAMAGES	24
4.03	NOTICE TO PROCEED.....	25
4.04	SUPERVISION	25
4.05	FAILURE OF PERFORMANCE AND/OR DELIVERY	25
4.06	PERFORMANCE EVALUATION	26

4.07	PROTECTION OF PROPERTY	26
4.08	SERVICE REQUIREMENTS	26
4.09	COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH	26
4.10	WARRANTY	26
4.11	INSPECTION/TITLE/ACCEPTANCE OF GOODS/SERVICES	27
4.12	NON-EXCLUSIVE CONTRACT	27
4.13	MATERIAL DEVIATIONS	27
4.14	OWNERSHIP OF DOCUMENTS	27
4.15	PUBLIC RECORDS COMPLIANCE	27
ATTACHMENT “A”		44
	STATEMENT OF “NO BID SUBMITTAL”	44
ATTACHMENT “B”		45
	INSURANCE REQUIREMENTS	45
ATTACHMENT “C”		48
	ADDENDUM RECEIPT ACKNOWLEDGEMENT CERTIFICATION	48
ATTACHMENT “D” NOT USED.....		49
	BID SECURITY BOND	49
ATTACHMENT “E”		51
	BID PRICE SCHEDULE AND ACCEPTANCE OF TERMS AND CONDITIONS	51
ATTACHMENT “F”-NOT USED.....		52
	TRENCH SAFETY CERTIFICATION	52
ATTACHMENT “G”		53
	CERTIFICATE OF NON-SEGREGATED FACILITIES	53
ATTACHMENT “H”		54
	DRUG-FREE WORKPLACE CERTIFICATION	54
ATTACHMENT “I”		56
	CONFLICT OF INTEREST AND NON-COLLUSION STATEMENT.....	56
ATTACHMENT “J”		58
	ORGANIZATIONAL INFORMATION	58
ATTACHMENT “K”		60
	PROPOSED SCHEDULE OF SUBCONTRACTOR PARTICIPATION.....	60
ATTACHMENT “L”		62
	REFERENCES.....	62
ATTACHMENT “M”- NOT USED.....		64
	TRUTH-IN-NEGOTIATIONS CERTIFICATION	64
ATTACHMENT “N”		65

SOLICITATION RESPONSE IDENTIFICATION LABEL.....	65
ATTACHMENT “O”	66
CONTRACTOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES	66
ATTACHMENT “P”	67
E-VERIFY CONTRACTOR AFFIDAVIT	67

SECTION 1 INTRODUCTION

1. The City of Cocoa's Purchasing Department, on behalf of City of Cocoa Dyal Water Treatment Plant, representing Cocoa Utilities Department, is soliciting for a contractor to furnish all materials, service, equipment, and labor required for the following water and wastewater treatments chemicals; Sodium Hypochlorite, Ferric Sulfate and Carbon Dioxide as described in this Invitation to Bid (ITB).

1.01 DESCRIPTION OF WORK

Contractor(s) warrant that chemicals provided as a result of this ITB:

- a. Conform to the most current NSF 60/61 and/or ANSI/AWWA standards for water
- b. Conform to the general chemical specifications contained herein
- c. Are free from impurities of any kind

If at any time, any chemical supplied by the Contractor(s) fails to conform to the specifications of the utilizing agency, then the Contractor shall at no additional cost to the City promptly replace with item that meets specifications.

Chemical Specifications:

The type and general description of chemicals are provided in this section.

1. LIQUID FERRIC SULFATE:

- A. GENERAL - The material to be provided shall be Liquid Ferric Sulfate, approved for potable water treatment, Listed/Certified under the National Sanitation Foundation (NSF) Standard 60 and meeting all provisions of ANSI/AWWA STANDARD B406-87; "Standard for Liquid Ferric Sulfate", latest revision and the requirements contained within these specifications.

B. PRODUCT

- a) The Liquid Ferric Sulfate shall meet the physical and chemical properties listed below. The Liquid Ferric Sulfate shall be supplied as an aqueous solution containing not less than 12.5% ferric iron and not more than 14.0% ferric iron, all soluble.
- b) The Liquid Ferric Sulfate shall be manufactured from a source of virgin mined iron ore, i.e., magnetite, hematite, etc., - and a "water white" grade of sulfuric acid. Ferric sulfate produced from non-virgin ores will not be acceptable. This specification strictly prohibits the use of Liquid Ferric Sulfate manufactured from by-products generated from titanium dioxide production. The use of reclaimed material is expressly prohibited under this specification.
- c) The Liquid Ferric Sulfate shall be free from extraneous material and shall be transported and delivered at such concentration and temperature that no freezing occurs. The liquid shall be suitable

for feeding by means of metering pumps or other metering devices constructed of corrosion-resistant materials.

- d) The Liquid Ferric Sulfate shall have the following chemical properties;

Ferrous Iron.....0.1% max
 Free Acid (as % H₂SO₄).....0.25% max
 % Insoluble.....0.1% max

- e) The Liquid Ferric Sulfate shall not contain specific impurities in excess of the following limits (by Weight);

Arsenic.....1 mg/kg	Copper.....5 mg/kg
Cadmium.....0.5 mg/kg	Zinc.....15 mg/kg
Chromium.....10 mg/kg	Manganese.....120 mg/kg
Lead.....1.0 mg/kg	Barium.....10 mg/kg
Mercury.....0.2 mg/kg	Chloride.....100 mg/kg
Selenium.....2 mg/kg	Fluoride.....60 mg/kg
Silver.....10 mg/kg	Titanium.....50 mg/kg
Nitrites (as N).....75 mg/kg	Nitrates (as N).....75 mg/kg
Total Organic Carbon...0 mg/kg	Sodium.....1000 mg/kg
Nickel.....40 mg/kg	Molybdenum.....10 mg/kg
Beryllium.....1.0 mg/kg	Antimony.....1.0 mg/kg
Thallium.....10.0 mg/	Cyanide.....1.0 mg/kg
Total Nitrate and Nitrite (as N).....150 mg/kg	

- f) The Liquid Ferric Sulfate material, as supplied under this bid, shall not contain any impurities in sufficient quantities which causes or may cause a violation of any current, existing maximum contaminant level (MCL) or any newly regulated MCL which may be passed into law during the life of this contract. Should an MCL violation be determined to be directly attributable to the Liquid Ferric Sulfate material supplied for use by the CITY, the bidder shall immediately take the necessary steps to remove or reduce the contaminant levels of its material to levels of satisfactory to the CITY. The CITY reserves the right to add specific impurity listing and maximum impurity levels to the existing listings to meet all USEPA, SDWA and FDEP water quality standards. The bidder shall comply with any and all such changes required to its Liquid Ferric Sulfate material, by whatever process changes required, at no additional cost to the CITY.
- g) The Bidder shall submit with the bid a State of Florida certified laboratory analysis of the product bid with the analysis of all parameters listed in section 1, subsection 1Ba, 1Bd and 1Be.

C. QUALITY CONTROL AND TESTING

- a) Sampling and testing shall be conducted in accordance with all AWWA, ANSI, and ASTM specifications.
- b) It shall be the bidder's responsibility to provide a Material Compliance Certificate of Analysis for each lot shipped to the CITY. The certified analysis shall be signed by an employee of the bidder and specify; % total iron, % ferrous iron, % free sulfuric acid, and liquid specific gravity. The Certificate of Compliance shall be in the possession of the bidder at the time of delivery.

- c) It shall be the responsibility of the material transporter to provide a proper sample of the Liquid Ferric Sulfate being delivered for the analysis. The Liquid Ferric Sulfate sample shall be prepared in accordance with AWWA 8406-87 or latest revision. Each sample shall be labeled to identify its content, and the label signed by the person actually collecting the sample.

D. **MANUFACTURER** - The Bidder shall state, in his proposal, the name of the manufacturer of Liquid Ferric Sulfate, the bidder intends to supply. The bidder shall provide proof that the Liquid Ferric Sulfate to be provided is approved for potable water treatment, and meets the National Sanitation Foundation Standard 60. The Bidder shall list all raw materials used to produce Liquid Ferric Sulfate including suppliers name and location.

E. **PURCHASE AND DELIVERY**

- a) These specifications provide for the furnishing of Liquid Ferric Sulfate for potable water treatment, to Delivery shall be prepaid, FOB to the Claude H. Dyal WTP, 28400 State Road 520, Christmas, Florida, 32709, located about 4 miles west of St. Johns River, State Road #520, Orange County, Florida.
- b) Liquid Ferric Sulfate shall be delivered on an as-needed basis to the City of Cocoa, Florida **within three days (72 hours) of order** by the operations staff including weekends and holidays, unless otherwise agreed upon at time of order.
- c) Deliveries should be made between 7:00 a.m. and 3:00 p.m. on normal working days (Monday through Friday) or as otherwise approved by the CITY.
- d) The CITY shall have sole discretion as to when deliveries are to be received.
- e) The Contractor shall be responsible for unloading chemicals with the supervision of plant personnel (pre-inspection of unloading facility is highly recommended). The Contractor shall provide a weight ticket with each delivery, which shows the weight of the chemical on the truck delivering the bulk shipment and the number of dry tons. The Contractor shall provide a delivery truck with the capability of unloading the chemical using the truck air supply.
- f) The Contractor shall ensure all hoses used in unloading of chemicals are in good condition. The bidder shall supply all necessary connectors and hoses required to off load the Liquid Ferric Sulfate shipment into the City's storage tanks. Any unauthorized discharge of chemical during the unloading process shall be contained and disposed of by the Contractor in accordance with all safety guidelines.
- g) The Contractor(s) guarantees the delivery of chemicals within the prescribed delivery schedule of the City. Failure to deliver at the time specified, or as amended in writing by the City or failure to make replacements of rejected chemicals shall constitute a breach of contract.
- h) All deliveries under this contract shall be accompanied by a receiving ticket that shall be supported by a minimum of:
 - Contractor(s) Name
 - Purchase Order and Call Order Number (release number)
 - Date of Delivery and Date of Order
 - Materials Furnished
 - Quantity, unit price and extension of each item, and total in accordance with the contract
 - Name of authorized representative ordering supplies
- i) A Contractor's delivery ticket will be signed in duplicate by the Contractor's designated representative. One copy will be given to the employee signing for the delivery and a second copy will

be retained by the Contractor. If required by the City the Contractor(s) will call the treatment facility prior to delivery and shall provide advance information as required by the City which may include fax a copy of the driver's license, a chemical shipping itinerary sheet with the manifest numbers or other pertinent information.

- j) Should the bidder deliver Liquid Ferric Sulfate which is subsequently determined to be out of compliance with the specification, the bidder shall immediately remove the rejected materials from all storage tanks on site and replace all of the Liquid Ferric Sulfate with materials which meet the requirements of this specification at no additional cost to the CITY. Shipping of Liquid Ferric Sulfate shall be by tank truck.

F. **BID PRICES** - The price quoted shall be firm and based on a per ton basis of Ferric Iron (Fe+3), delivered FOB to the CITY'S destination.

G. **QUANTITIES** – Approximately 167.00 dry tons (more or less) of dry Ferric Iron (Fe+3). The quantity specified is to be used for cost estimating purposes only and the CITY reserves the right to increase or decrease quantities shown without penalty.

H. **QUALIFICATION OF BIDDERS** - Bids will only be considered from manufacturers or manufacturers' authorized distributors of Liquid Ferric Sulfate. The authorized distributors must regularly maintain a substantial stock of Liquid Ferric Sulfate on inventory equal to twenty (20) truck deliveries and must be actively engaged in the sale of Liquid Ferric Sulfate. The authorized distributors must be supplying at least five (5) United States municipalities with Liquid Ferric Sulfate for drinking water treatment. The authorized distributor must submit with the bid request the required five (5) references with municipal contact name, telephone number and annualized quantity of Liquid Ferric Sulfate used. Satisfactory references are a requirement for the award of contract.

I. **EMERGENCY PLAN OF ACTION AND SAFETY TRAINING**

- a) The successful bidder shall provide, in writing an emergency contingency plan with appropriate telephone contacts, for the CITY to follow in case of an emergency supply of Liquid Ferric Sulfate is needed.
- b) The successful bidder shall supply, in writing, an emergency spill response plan with appropriate emergency response personnel names and telephone contact numbers (24-hour contact numbers). In addition, the proper spill response notification procedure, along with any form required by all local, state and federal regulatory agencies, shall be supplied by the bidder. This section in no way relieves the successful bidder of his responsibility to notify the proper regulatory agencies of a spill incident. In the event of a spill or leak, the bidder shall supply the necessary personnel to respond to such an event, to work with the local Hazardous Materials Response Team and to manage and oversee "After Events" cleanup efforts. Should a spill or leak occur, caused by the bidders' personnel, equipment or method of delivery, bidder shall immediately comply with all applicable terms and conditions of the current version of Title III, Superfund Amendments of Reauthorization Act of 1986, 42 U.S.C.S. 11001, et seg. (SARA) and the Florida Hazardous Materials Emergency Response and Community Right-To-Know Act of 1988, Ch 252, Part II, Florida Statutes. The responsibility for compliance with Federal and State Rules and Regulations regarding bidder caused spills or releases shall be the sole

responsibility of the bidder. The bidder shall hold the CITY harmless for any failure to properly report and/or comply with this provision.

- c) The successful bidder shall provide an appropriate safe handling training course, within the first month of contact, to all current Water Department operations/maintenance personnel and shall be available to conduct “refresher” courses or new employee training at six (6) month intervals during the contract period.

J. MATERIAL SAFETY DATA SHEET SUBMITTAL

- a) The following MSDS related documentation must be furnished to the City in Compliance with Chapter 442, Florida Statutes. The MSDS must accompany the first shipment for each Participating Public Agency request:
- A copy of the most current MSDS Report for each chemical your firm is offering pricing must be provided prior to award.
 - National Sanitation Foundation certification for the quoted chemical.
 - Chemical certificate of analysis for all chemicals.

- K. **TECHNICAL ASSISTANCE** - The bidder shall provide technical assistance, as needed, regarding the application of its product, and disposal and handling of the residual produced by the application of ferric sulfate in the water treatment process. The bidder shall provide this assistance at no charge to the CITY. Bidder shall provide technical research and reports as requested by the Water Department at no additional cost to the CITY.

2. LIQUID SODIUM HYPOCHLORITE:

- A. **GENERAL** – The Liquid Sodium Hypochlorite shall conform to the latest revision of the American Water Works Association Standard ANSI/AWWA B300, Liquid Sodium Hypochlorite, except as modified or supplemented herein. Non-conformance with ANSI/AWWA B300 shall constitute sufficient grounds for immediate termination of the Liquid Sodium Hypochlorite contract for breach.

B. PRODUCT

- a) The Liquid Sodium Hypochlorite shall contain greater than or equal to 12.0 - 12.5% sodium hypochlorite by weight. This requirement is expressed in various ways in the table below

Trade Percent/Percent by Volume	12 – 12.5 %
Specific Gravity	1.159 – 1.169
pH	12.5 – 13.0
Iron	01 – 0.2 mg/L
Chlorate	500 – 1000 mg/L
Bromate	Not Detected

- b) The Liquid Sodium Hypochlorite shall have a Greenish-yellow liquid appearance.

C. QUALITY CONTROL AND TESTING

- a) The Liquid Sodium Hypochlorite shall be tested and certified as meeting ANSI/NSF Standard 60, Drinking Water Treatment Chemicals - Health Effects by an American National Standards Institute (ANSI) accredited 3rd party certification organization.
- b) If ANSI/NSF Standard 60 certification for Liquid Sodium Hypochlorite is ever revoked or lapses, the Contractor shall inform the City within 24 hours from the time of verbal or written notification of such revocation or lapse. Loss of this certification shall constitute sufficient grounds for immediate termination of the Liquid Sodium Hypochlorite contract for breach.
- c) All sampling and testing shall be conducted in accordance with all AWWA/ANSI and ASTM specifications.

D. PURCHASE AND DELIVERY

- a) Delivery of Liquid Sodium Hypochlorite shall be made to the:
 - Jerry Sellers Water Reclamation Facility, 375 North Cocoa Blvd., Cocoa, Florida
 - Claude H. Dyal WTP, 28400 State Road 520, Christmas, Florida, 32709, located about 4 miles west of St. Johns River, State Road #520, Orange County, Florida.
- b) Liquid Sodium Hypochlorite is to be delivered on an as-needed basis to the City of Cocoa, Florida **within three days (72 hours) of order** by the operations staff including weekends and holidays, unless otherwise agreed upon at time of order.
- c) Deliveries should be made between 7:00 a.m. and 3:00 p.m. on normal working days (Monday through Friday) or as otherwise approved by the CITY.
- d) The CITY shall have sole discretion as to when deliveries are to be received.
- e) The Contractor(s) shall provide a Bill of Lading/Weigh Slip with each delivery indicating the following:
 - 1) date of delivery,
 - 2) Bill of Lading/Weigh Slip Number
 - 3) gross weight of delivery vehicle and Liquid Sodium Hypochlorite in pounds,
 - 4) tare weight of delivery vehicle in pounds, and
 - 5) net weight of Liquid Sodium Hypochlorite in the delivery vehicle in pounds.
 - 6) Number of gallons
- f) The Contractor(s) shall ship the Liquid Sodium Hypochlorite to the City as a “bulk” liquid in a tank truck and shall ensure all shipments comply with all US DOT regulations for marking.
- g) Failure of the Contractor(s) to successfully complete a delivery is sufficient grounds to constitute a breach of the contract.
- h) The Contractor(s) is expected to comply with reasonable requests for emergency deliveries.
- i) The tank truck must be equipped with a hose of the size and length to connect with the hose to the storage tank along with the correct cam-lock fitting.
- j) The Contractor shall be responsible for unloading chemicals with the supervision of plant personnel (pre-inspection of unloading facility is highly recommended). The Contractor shall provide a weight ticket with each delivery, which shows the weight of the chemical on the truck delivering the bulk shipment and the number of pounds. The Contractor shall provide a delivery truck with the capability of unloading the chemical using the truck air supply.

- k) The Contractor shall insure all hoses used in unloading of chemicals are in good condition. Any unauthorized discharge of chemical during the unloading process shall be contained and disposed of by the Contractor in accordance with all safety guidelines.
- l) The Contractor(s) guarantees the delivery of chemicals within the prescribed delivery schedule of the City. Failure to deliver at the time specified, or as amended in writing by the City or failure to make replacements of rejected chemicals shall constitute a breach of contract.
- m) A Contractor's delivery ticket will be signed in duplicate by the Contractor's designated representative. One copy will be given to the employee signing for the delivery and a second copy will be retained by the Contractor. If required by the City, the Contractor(s) will call the treatment facility prior to delivery and shall provide advance information as required by the City which may include fax a copy of the driver's license, a chemical shipping itinerary sheet with the manifest numbers or other pertinent information.
- n) Should the bidder deliver Liquid Sodium Hypochlorite which is subsequently determined to be out of compliance with the specification, the bidder shall immediately remove the rejected materials from all storage tanks on site and replace all of the Liquid Sodium Hypochlorite with materials which meet the requirements of this specification at no additional cost to the CITY.

E. **BID PRICES** - The price quoted shall be firm and based on a per ton basis of Liquid Sodium Hypochlorite, delivered FOB to the CITY'S destination.

F. **QUANTITIES**

- a) Although not guaranteed, the expected annual quantity of Liquid Sodium Hypochlorite per year at the **Dyal Water Treatment Plant, Wewahootee, and the Remote Booster Stations is 625,000 gallons.**
- b) Although not guaranteed, the expected annual quantity of Liquid Sodium Hypochlorite per year at the **Sellers Water Reclamation Plant is 196,000 gallons.**

G. **MATERIAL SAFETY DATA SHEET (MSDS) SUBMITTAL**

- a) The MSDS must accompany the first shipment for each Participating Public Agency request. The following MSDS related documentation must be furnished to the City in Compliance with Chapter 442, Florida Statutes:
 - 1. A copy of the most current MSDS Report for each chemical your firm is offering pricing must be provided prior to award.
 - 2. National Sanitation Foundation certification for the quoted chemical.
 - 3. Chemical certificate of analysis for all chemicals.

3. **CARBON DIOXIDE:**

A. **GENERAL** - Material shall comply with the requirements of the Safe Drinking Water Act and other federal regulations for potable water.

B. **PRODUCT**

- a) The Carbon Dioxide shall be colorless, odorless, nonflammable gas, weighing 1.977 g/L at 0 degrees Celsius. The Carbon Dioxide shall be suitable for use in the treatment of potable water and shall have a CO2 content of 99.5% by weight.
- b) The Carbon Dioxide supplied shall contain no soluble inorganic or organic substances in quantities capable of producing deleterious or injurious effects on the health of those consuming the water that has been properly treated with the chemical. The Carbon Dioxide supplied shall meet NSF/ANSI 60 Specifications

C. PURCHASE AND DELIVERY

- a) These specifications provide for the furnishing of Carbon Dioxide for potable water treatment, to Delivery shall be prepaid, FOB to the Claude H. Dyal WTP, 28400 State Road 520, Christmas, Florida, 32709, located about 4 miles west of St. Johns River, State Road #520, Orange County, Florida.
- b) Carbon Dioxide is to be delivered on an as-needed basis to the City of Cocoa, Florida **within three days (72 hours) of order** by the operations staff including weekends and holidays, unless otherwise agreed upon at time of order.
- c) Each Shipment shall be identified as to product, grade, net weight, name and address of the manufacturer and the brand name. All bulk shipments shall conform to applicable laws and regulations, including requirements established by the US Occupational Safety and Health Administration (OSHA) and US Department of Transportation

D. BID PRICES - The price quoted shall be firm and based on a per ton basis of Carbon Dioxide, delivered FOB to the CITY'S destination.

E. QUANTITIES Although not guaranteed, the expected annual quantity of Carbon Dioxide per year at the Dyal Water Treatment Plant is 2,110,000 lbs. per year.

F. MATERIAL SAFETY DATA SHEET (MSDS) SUBMITTAL

- a) The MSDS must accompany the first shipment for each Participating Public Agency request. The following MSDS related documentation must be furnished to the City in Compliance with Chapter 442, Florida Statutes:
 - 1. A copy of the most current MSDS Report for each chemical your firm is offering pricing must be provided prior to award.
 - 2. National Sanitation Foundation certification for the quoted chemical.
 - 3. Chemical certificate of analysis for all chemicals.

1.02 MINIMUM QUALIFICATIONS

The City wishes to assess the respondent's experience with services that are similar to those that would be envisioned in the Scope of Services associated with this contract. To familiarize the City with the applicable work experience, each respondent shall provide the following information that documents the respondent's qualifications.

The following minimum respondent qualifications have been established. Subject to the City’s right to waive minor irregularities, Proposers that do not meet the mandatory minimum qualifications will be deemed non-responsive and will not be considered for further evaluation.

The Chemicals for this bid shall comply with the requirements of the Safe Drinking Water Act and federal requirement for potable water.

The proposer shall provide proof of the above minimum qualification by furnishing copies and or written documentation to substantiate meeting the requirements. Failure to provide said documentation with the respondent’s proposal may be grounds for deeming the proposal unresponsive and removing it from further consideration.

1.03 PROJECT COMPLETION TIME

The initial term of the agreement will be for one (1) year with the option to extend for three (3) additional one (1) year periods.

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

Tentative Schedule (all Local Times)	
Task	Date
ITB Released	Monday, 06/20/2022 at 8:00am EST
Pre-Bid Conference	N/A
Deadline for Questions	Friday, 07/01/2022 at 5:00pm EST
Bid Due Date and Time	Wednesday, 7/19/2022 at 3:00pm EST
Anticipated Notice of Intent to Award	Thursday, 08/04/2022
City Council Approval of Contract	Tuesday, 08/23/2022

Section 2 INSTRUCTIONS TO BIDDERS

2.01 BID DOCUMENTS

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

Bidders are encouraged to register as a vendor with VendorLink, LLC to obtain a complete set of solicitation documents and to enable notification of required addenda. Reproduction of these documents

without the express permission of the City is prohibited.

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

2.02 BID SUBMITTAL AND DELIVERY

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

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

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

- B. If submitted by mail, the bid submittal shall be enclosed in a sealed envelope or packaging material addressed to the Purchasing & Contracts Division. Bids submitted by mail must be received by the Purchasing & Contracts Division by the time specified herein for the opening thereof.
1. Please be advised that United States Postal Service (USPS) Express and Priority service class; are delivered to the City once daily. Accordingly, in order for a submission to be received by the Purchasing & Contracts Division when the services of the USPS are used, a Bidder or bidder is responsible for ensuring that their submittal is transmitted in such manner as necessary for the USPS to receive, sort, and deliver to the City by the submittal due date and time.
 2. The City only collects other USPS mail one (1) time per day upon opening of the local Post Office branch, which is then sorted by the City for delivery to the Purchasing & Contracts Division and other City departments. Submissions arriving at the USPS after the initial pick-up

by the City will be placed in the City's callbox for pick-up and will not be delivered to or received by the Purchasing & Contracts Division until the next business day.

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

2.03 PUBLIC OPENING

- A. Bid submittals will be publicly opened by the Purchasing & Contracts Division on the due date and time, as specified herein, or as soon thereafter as possible. The Bidder's names, the Bid Total and verification of bond submittal, if applicable, will be announced. Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Article I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier. All other information will be subject to Florida's Open Government Laws to Public Contracting.
- B. A bid summary of the Bids and major alternates (if any) will be prepared and made available within a reasonable time after the opening of Bids.
- C. Multiple Bids received for the same Work from an individual, firm or partnership, a corporation or association or other legal entity under the same or different names shall not be considered. If there are reasonable grounds for believing that collusion exists among the Bidders, the Bids of the participants believed to be in such collusion shall not be considered.
- D. The City reserves the right to reject any and all Bids, to waive irregularities, and the right to disregard any or all nonconforming, unbalanced or conditional Bids or counter proposals.
- E. The City may reject, as non-responsive, Bid submittals that fail to acknowledge receipt of addenda as prescribed, when the addenda results in a material change.
- F. If the City elects to accept a Bid which does not acknowledge receipt of an addendum, the Bid shall be construed as though the addendum had been received and acknowledged by the Bidder.
- G. Discrepancies between bid sums expressed in words and bid sums expressed in figures shall be resolved in favor of the words. Discrepancies between the sum of any column of figures and the correct sum, shall be resolved in favor of the corrected sum. Discrepancies in the extension of the Unit Price times the estimated quantity for any line item shall be resolved in favor of the correct extension.

2.04 UNBALANCED BIDS

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

2.05 ON-LINE SERVICE PROVIDER DISCLAIMER

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

2.06 SOLICITATION DOCUMENTS

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

2.07 MANDATORY PRE-BID MEETING

There will be no Pre-Bid conference held for this project.

2.08 CONE OF SILENCE/LOBBYING

- A. Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and/or all other groups who seek to influence the governmental decision of a City Council Member, the City Manager, any requesting or evaluating Department/Division/Office personnel and/or any member of the Evaluation Committee concerning an active solicitation during the black-out period.
- B. A lobbying black-out period commences upon the issuance of this solicitation document.
- C. If an award item is presented to City Council for approval or for a request to provide authorization to negotiate a Contract(s) and the City Council refers the item back to the City Manager, Purchasing & Contracts Division and/or requesting Department/Division/Office for further review or otherwise does not take action on the item, the Cone of Silence/Lobbying Black-out Period will be reinstated until such time as the City Council meets to consider the item for action.

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

2.09 INTERPRETATIONS AND QUESTIONS

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

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

- A. It is the Bidder's responsibility to become familiar with and fully informed with the terms, conditions, and specifications of this ITB. Lack of understanding and/or misinterpretation of any portions of this ITB shall not be cause for withdrawal of your response after opening or for subsequent protest of award.
- B. Any interpretations, clarifications, or changes will be made in the form of written addenda issued by the Purchasing & Contracts Division.
- C. Any oral communications will not be authoritative and will not be binding on the City.
- D. It is the sole responsibility of the Bidder to contact the Purchasing & Contracts Division **prior** to submitting a bid submittal to ascertain if any addenda have been issued, to obtain all such addenda, and to return executed addenda with each bid submittal.
- E. Addenda will be available to all proposers and will be uploaded to VendorLink, LLC on the Procurement website at: <http://www.myvendorlink.com>.

2.10 BID COMPLETENESS AND COMPLIANCE

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

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

2.11 DETERMINING RESPONSIBILITY

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

- A. The Bidder's ability, capacity, and skill to provide the goods or to perform the service within the time specified;
- B. The character, integrity, reputation, judgement, experience and efficiency of the Bidder;
- C. The quality of performance of previous contracts or services including previous performance with the City;
- D. The sufficiency of financial resources to meet the obligations of the required contract and to perform the services;
- E. Quality Control Program.
- F. Contract claims, litigation filed against the Bidder or filed by the Bidder for equitable adjustment; Reprimand of any nature or suspension by the Department of professional Regulation or any other regulatory agency or professional association in the past five (5) years.
- G. Ability to provide future maintenance, service, and support of the goods/services under contract; and,
- H. Whether the Bidder is in arrears to the City on a debt or a contract or is a defaulter on surety to the City; or whether the Bidder's taxes or assessments are delinquent.
- I. Such other information as may be relevant or secured.

2.12 BID FORMS/REPRODUCTION

- A. Bid Forms: All bids must be submitted on the City's standard solicitation forms and must include all applicable completed attachments included herein.
- B. Reproduction: Please submit one (1) bound original and one (1) on a USB containing the entire bid submittal formatted to be read with Microsoft® software products or Adobe® PDF software.

2.13 BIDDER ACKNOWLEDGEMENT

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

2.14 BIDS TO REMAIN FIRM

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

2.15 COST OF SUBMITTAL

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

2.16 IMPROPER IDENTIFICATION AND TIMELINESS

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

2.17 CORPORATE STANDING AND AUTHORIZED SIGNATORY

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

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

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

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

2.18 PROPRIETARY INFORMATION

- A. In accordance with Chapter 119 of the Florida Statutes (Public Records Law); and except as it may be provided by other applicable State and Federal Law, all Bidders should be aware the Invitation to Bid, and the responses thereto are in the public domain. Bidders are requested to identify specifically any information contained in their bid submittals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.
- B. A generic notation that information is "confidential" is not sufficient. Failure to provide the Purchasing & Contracts Division with a detailed explanation and justification including statutory cites and specific reference to your bid submittal detailing what provisions, if any, you believe are exempt from disclosure, may result in your entire bid submittal being subject to disclosure in accordance with Chapter 119 of the Florida Statutes.

2.19 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

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

- A. The pricing and/or fees associated with this bid submittal have been arrived at independently, without consultation, collusion, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor.
- B. Unless otherwise required by law, the prices which have been quoted on this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly to any other Bidder or to any competitor.
- C. No attempt has been made or shall be made by the Bidder to induce any other person or Bidder to submit or not submit a bid for the purpose of restricting competition.

2.20 FAILURE TO COMPLY WITH BID INSTRUCTIONS

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

2.21 AMERICANS WITH DISABILITIES ACT

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

2.22 OFFICE OF RECORD

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

2.23 MODIFICATION OR WITHDRAWAL OF BIDS

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

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

2.24 CONFLICTS WITHIN SOLICITATION

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

2.25 JOINT VENTURES

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

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

SECTION 3 SPECIAL CONDITIONS

3.01 BID SECURITY BOND – Not used

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

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

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

~~B. Return of Bid Security Bond: As soon as the bid responses have been evaluated, the City may, at its sole discretion, return or release the Bid Security Bonds accompanying such bid responses, which in its sole judgment, would not likely be considered for award. All other Bid Security Bonds will be held until award of this project and the agreement has been executed by the successful Bidder; after which any remaining Bid Security Bonds will be returned to the respective Bidders. It shall be the sole responsibility of the Bidder to request in writing from the City the return of the Bid Security Bond or alternative form of security used. Bid Security Bond or alternative form of security used shall not be returned unless requested by the Bidder in writing.~~

3.02 PERFORMANCE AND PAYMENT BONDS-Not Used

3.03 TIME FOR COMPLETION AND LIQUIDATED DAMAGES-Not Used

SECTION 4 GENERAL TERMS AND CONDITIONS

4.01 AWARD OF CONTRACT

Award will be made to the lowest, most responsive and responsible Bidder whose bid submittal meets the specifications for each chemical. A single award or multiple awards may be made as determined by the City and in accordance with Section 4.44 of this announcement.

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

1. The successful Bidder shall execute and return the agreement to the City, within ten (10) days after receipt along with any and all additional contractual documents, performance and payment bonds, insurance certificates/verifications and any other documents required as outlined in this solicitation document.
2. In no event shall an agreement be considered binding upon the City until it has been properly executed by all parties.
3. In conjunction with the agreement, a purchase order or other form of payment will be established by the City prior to the start of any project, service, or work by the Bidder.

2.01 Failure to Execute the Agreement(s).

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

4.02 DAMAGES

Areas adjacent to the construction site, which are damaged, shall be repaired at the Contractor's expense. Restoration of adjoining areas shall be equal to or better than original condition and to the satisfaction of

the City. Protection of personal property, utilities, structures, access drives, conduits, pavement, curbs, sidewalks, trees, and shrubs shall be the responsibility of the Contractor, who shall provide adequate protection to maintain proper service.

4.03 NOTICE TO PROCEED

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

4.04 SUPERVISION

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

4.05 FAILURE OF PERFORMANCE AND/OR DELIVERY

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

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

4.06 PERFORMANCE EVALUATION

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

4.07 PROTECTION OF PROPERTY

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

4.08 SERVICE REQUIREMENTS

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

4.09 COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

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

4.10 WARRANTY

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

4.11 INSPECTION/TITLE/ACCEPTANCE OF GOODS/SERVICES

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

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

4.12 NON-EXCLUSIVE CONTRACT

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

4.13 MATERIAL DEVIATIONS

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

4.14 OWNERSHIP OF DOCUMENTS

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

4.15 PUBLIC RECORDS COMPLIANCE

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

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

- A. The parties specifically acknowledge that this agreement is subject to the laws of the State of Florida, including without limitation Chapter 119, Florida Statutes, which generally make public all records or other writings made or received by the parties. If the Contractor is either a "contractor" as defined in Section 119.0701(1)(a), Florida Statutes, or an "agency" as defined in Section 119.011(2), Florida Statutes, the CONTRACTOR shall:
 - 1. Keep and maintain all public records required by the City to perform the services herein; and
 - 2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law; and
 - 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement Term and following completion of the agreement if the Contractor does not transfer the records to the City; and
 - 4. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the services herein. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format compatible with the information technology systems of the City.
- B. All requests to inspect or copy public records relating to the agreement shall be made directly to the City. Notwithstanding any other provision of this agreement to the contrary, failure to comply with the requirements of this paragraph shall result in the immediate termination of the agreement, without penalty to the City. A Contractor who fails to provide the public records to the City within a reasonable time may be subject to penalties pursuant to Section 119.10, F.S. Further, the CONTRACTOR shall fully indemnify and hold harmless the City, its officers, agents and employees from any liability and/or damages, including attorney's fees through any appeals, resulting from the Contractor's failure to comply with these requirements.
- C. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS, ATTN: CARIE SHEALY, CMC, CITY CLERK, AT 321-433-8484, cshealy@cocoafll.org, 65 Stone Street, COCOA, FLORIDA 32922.**

4.16 FUND AVAILABILITY

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

- A. Multi-Year Contracts and Appropriation of Funds (if applicable), Contracts for Goods, Services, or Construction may be entered into for more than one (1) fiscal year if it is deemed to be in the best interest of the City, if the term of the Contract and conditions of renewal or extension are included in the Solicitation, and funds are available for the first term of the Contract. Obligations for succeeding fiscal years may be subject to the availability and appropriation of funds by the City Council.
- B. For Construction Projects, total funding may be identified and appropriated in the fiscal year commencement of the Construction Project takes place, or to the maximum extent as possible and not inconsistent with law. Obligations for succeeding fiscal years shall be rolled over and/or appropriated as applicable.

4.17 PROMPT PAYMENT ACT

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

4.18 PURCHASING CARD PROGRAM

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

4.19 INVOICES/APPLICATION FOR PAYMENT

- A. Final approved Applications for Payment shall be delivered to the City of Cocoa, Attention: Accounts Payable, City of Cocoa, 65 Stone Street, Cocoa, Florida, 32922. Applications for Payment should include all Work completed through the end of the month.
- B. Dispute Resolution: In the event a dispute occurs between a contractor, vendor or other invoicing party ("invoicing party") and the City concerning payment of an invoice, the City Department, Office or Division which has the dispute along with a representative of the City's Purchasing & Contracts Division and the invoicing party shall meet to consider the disputed issues.

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

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

4.20 W-9 FORM

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

4.21 MOST FAVORED CUSTOMER

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

4.22 PRICE REDUCTION CLAUSE

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

4.23 PURCHASING AGREEMENTS WITH OTHER GOVERNMENTAL AGENCIES

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

4.24 ESTIMATED QUANTITIES

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

4.25 FOREIGN CORPORATION

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

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

4.26 PUBLIC EMERGENCIES

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

4.27 SPECIFICATIONS/DEVIATIONS

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

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

- A. The determination as to whether any alternate good or service is or is not equal shall be made solely by the City and such determination shall be final and binding upon all bidders. The City reserves the right to request and review additional information to make such a determination.
- B. The Bidder shall be responsible for carefully reading and understanding the requirements and specifications. Unless the bid is in response to a brand name or equal” requirement, deviations from the specifications will only be considered if requested in writing prior to the date and time specified for receipt of bids. Deviations, if accepted, will be specifically addressed in writing via an issued addendum to this ITB solicitation. Any goods or services that are not in compliance with the specifications will not be accepted.

4.28 PERMITS, LICENSES AND FEES

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

4.29 SUB-CONTRACTORS

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

4.30 TAXES

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

4.31 COMPLIANCE WITH ALL LAWS AND VENUE

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

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

4.32 NEW PRODUCT

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

4.33 EQUAL OPPORTUNITY

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

4.34 PUBLIC ENTITY CRIMES

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

4.35 SOVEREIGN IMMUNITY

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

4.36 RIGHT TO CANCEL OR REJECT

- A. A solicitation may be canceled, or any or all submittals in response to a solicitation issued by the City may be rejected, by the Procurement Administrator, in whole or in part, without recourse, when it is in the best interest of the City in accordance with the Section 5.14 of City of Cocoa Purchasing

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

- B. The City reserves the right to accept or reject any or all bids/proposals, or to waive any formalities, technicalities, irregularities, or immaterial variation.
- C. The City also reserves the right to reject the bid submittal from a Bidder who has previously failed to perform properly, or complete on time contracts of a similar nature, or who investigation shows is not able to perform the contract.

4.37 ADDITIONAL INFORMATION

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

4.38 UNIT PRICE ACCURACY

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

4.39 MATHEMATICAL ERRORS

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

4.40 UNBALANCED BIDDING PROHIBITED

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

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

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

4.41 FRONT LOADING OF BID PRICING PROHIBITED

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

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

4.42 REASONABLE PRICES

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

4.43 DELIVERY

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

4.44 SPLIT AWARD

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

4.45 BID PRICE SCHEDULE

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

4.46 BID TABULATION

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

4.47 BIDDER'S SPECIFICATIONS AND NOT BIDDING

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

4.48 PRE-AWARD INSPECTION

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

4.49 EXISTING PERMITS AND IDENTIFICATION NUMBERS

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

4.50 DRUG-FREE WORKPLACE PREFERENCE

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

4.51 CONFLICT OF INTEREST

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

4.52 NON-COLLUSION/LOBBYING CERTIFICATION

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

4.53 CONSTRICTING CONDITIONS

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

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

4.54 DEBARRED BIDDERS

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

4.55 NOTICES OF INTENT

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

4.56 PROTESTS AND APPEALS

- A. Any prospective Bidder or Respondent may file a Notice of Solicitation Protest concerning a Solicitation in writing to the Procurement Administrator. The protest must be received in the Purchasing & Contracts Division Office no later than three (3) business days after the due date for the Solicitation in accordance with Section VIII of the City of Cocoa Purchasing Policy.
- B. Any Bidder or Respondent, who is not the intended awardee and who claims to be the rightful awardee, may file a Notice of Award Protest, in writing, with the Purchasing & Contracts Division Office, by 5:00 pm on the third (3rd) business day after the Notice of Intent to Award is posted. An Award Protest is not valid if filed by a Bidder who cannot show they would be awarded the Contract if their protest is upheld in accordance with Section VIII of the Cocoa Purchasing Policy. The decision of the City Council shall be final and conclusive.

4.57 SCRUTINIZED COMPANIES

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

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

4.58 FORCE MAJEURE

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

4.59 INSURANCE REQUIREMENT

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

4.60 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)

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

4.61 AUDITS AND RECORDS

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

4.62 INDEPENDENT CONTRACTOR AND LIABILITY

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

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

4.63 INDEMNIFICATION

- A. Indemnity: The successful Bidder shall defend, indemnify and hold harmless the City and all of the City's officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees where recoverable by law, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of the successful Bidder, its officers, agents or employees or subcontractors in performance or non-performance of its obligations under the awarded Agreement. The successful Bidder recognizes the broad nature of this indemnification and hold harmless clause, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the City in support of these indemnification and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of the awarded Agreement. Compliance with any insurance requirements required elsewhere within the awarded Agreement shall not relieve the successful Bidder of its liability and obligation to defend, hold harmless and indemnify the City as set forth in this article of the awarded Agreement. The successful Bidder shall require each of its agents/subcontractors to agree in writing to the provisions of this paragraph.
- B. Copyright Infringement: The successful Bidder shall guarantee that all services performed under the awarded Agreement will be free from claims of patent, copyright or trademark infringement. The successful Bidder shall defend, indemnify and hold the City and its successors and assigns harmless from and against all third-party claims, suits, and proceedings and any and all damages, liabilities, costs and expenses (including reasonable attorneys' fees and court costs) incurred as a result of (i) infringement by the successful Bidder of any third-party patent, copyright or trademark or (ii) misappropriation by the successful Bidder of any third-party trade secret in connection with any of the foregoing.

4.64 CHANGES, MODIFICATIONS AND WAIVER

- A. Changes: The City reserves the right to order, in writing, changes in the work within the scope of services of a contractual agreement, such as a change in quantity or delivery schedule.
- B. Modifications: In additions to modifications made under the changes clause, any agreement resulting from this solicitation may be modified (1) within the scope of services of the agreement upon the written and mutual consent of both parties, and (2) with approval by the appropriate legal body in the City.
- C. Waiver: Failure of the parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions contained in a contractual agreement, or to exercise any right or option therein, shall not be construed as a waiver of a relinquishment for the future of such covenant, term, provision, condition, or right of election, but same shall remain in full force and effect.

4.65 ASSIGNMENT

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

4.66 TERMINATION

- A. Termination for Convenience: The City may at any time give ten (10) days written notice to the successful Bidder of the termination of the agreement, in whole or in part, for the City's convenience and without cause.
- B. Default by the successful Bidder and the City's Remedies: In the event of a default by the successful Bidder, the City shall have the right to exercise any remedy the City may have by operation of law, without limitation, and without any further demand or notice.
- C. Bankruptcy or Insolvency: If the successful Bidder files a Petition in Bankruptcy, or if the same is adjudged bankrupt or insolvent by any Court, or if a receiver of the property of the successful Bidder is appointed in any proceeding brought by or against the successful Bidder, or if the successful Bidder makes an assignment for the benefit of creditors, or proceedings are commenced on or against the successful Bidder's operations, the City reserves the right to terminate this Agreement immediately.
- D. Payment when Agreement is Terminated:
 - 1. In the event of termination by the City for convenience, the City shall compensate the successful Bidder for all goods furnished prior to the effective date of termination.
 - 2. In the event of termination due to the fault of the successful Bidder or at the written request of the successful Bidder, the City shall compensate the successful Bidder for all goods furnished, prior to the effective date of termination, which have resulted in a usable product, or otherwise tangible benefit to the City. All such payments shall be subject to an off set for any damages incurred by the City resulting from any delay occasioned by early termination. This provision shall in no way be construed as the sole remedy available to the City in the event of breach by the successful Bidder.

4.67 ATTACHMENTS AND EXHIBITS

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

4.68 OWNERSHIP AND RIGHTS IN DATA

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

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

4.69 ADMINISTRATIVE PROVISIONS

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

4.70 TIE BIDS

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

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

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

Attachment "A"
Statement of "No Bid Submittal"

If you do not intend to submit on this requirement, please complete and return this form prior to the date shown for receipt of proposals to: City of Cocoa, Purchasing & Contracts Division, 65 Stone Street, Cocoa, Florida 32922.

I/WE HAVE DECLINED TO SUBMIT A BID for the following reason(s): [Please place a check mark (✓) next to the reason(s) as applicable]

(✓)	Reason
	Bid requirements too "restrictive".
	Insufficient time to respond to the Invitation to Bid.
	We do not offer this service.
	Our schedule would not permit us to perform.
	Unable to meet requirements.
	Unable to meet insurance or bond requirements.
	Scope of Services unclear (please explain below).
	Other (please specify below).

REMARKS:

Company Name:

Mailing Address:

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

 _____ FEIN: _____

Authorized Signatory

Printed Name

Title

Date

Attachment “B” Insurance Requirements

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

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

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

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

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

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

City of Cocoa
c/o Administrative Services Director
65 Stone Street
Cocoa, Florida 32922

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

***NOTE – FOR CONTRACTING PURPOSES, THE CERTIFICATE OF INSURANCE MUST BE DELIVERED TO CITY OF COCOA, PURCHASING & CONTRACTS DIVISION, 65 Stone Street, Cocoa, Florida 32922**

- E. Waiver. Receipt of certificates or other documentation of insurance or policies or copies of policies by the City, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the successful Bidder's/Contractor's obligation to fulfill the insurance requirements specified herein.
- F. Subcontractors. The successful Bidder/Contractor shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of an Agreement, maintain the same insurance requirements set forth herein. In addition, the successful Bidder/Contractor shall maintain proof of same on file and make readily available upon request by the City.
- G. Loss Deductible Clause. The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the successful Bidder/Contractor and/or subcontractor providing such insurance.
- H. Additional Requirements. All insurance carriers shall have AM Best Rating of at least A, and a size VII or larger. The General Liability and Workers Compensation policies shall have a waiver of subrogation in favor of the City of Cocoa. The liability policies shall be Primary/Non-Contributory.

AFFIANT SIGNATURE

Typed Name of AFFIANT

Title

The foregoing instrument was executed before me this ____ day of _____, 2022, by _____ as _____ of _____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

NOTARY PUBLIC

STATE OF _____

MY COMMISSION EXPIRES: _____

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

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

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

Attachment “C”
Addendum Receipt Acknowledgement Certification

The undersigned acknowledges receipt of the following addenda to the solicitation document(s) (Give number and date of each):

Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____

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

Bidder/Contractor Name: _____

Mailing Address: _____

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

Authorized Signatory

Printed Name

Title

Date

FEIN:

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

☛ Failure to submit this form may be grounds for disqualification of your submittal ☛

**Attachment "D" Not Used
Bid Security Bond**

BOND NO: _____

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

KNOW ALL MEN BY THESE PRESENTS: That the undersigned _____

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

THE CONDITION OF THIS OBLIGATION is such that if Principal:

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

Signed this _____ day of _____, _____

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

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

Mailing Address: _____

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

Authorized Signatory _____ Printed Name _____ Title _____ Date _____

STATE OF _____

COUNTY OF _____

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

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

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

NOTARY PUBLIC _____

STATE OF _____

MY COMMISSION EXPIRES: _____

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

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

Surety Mailing Address: _____ Agent Mailing Address: _____

Telephone Number: _____ Telephone Number: _____

Fax Number: _____ Fax Number: _____

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

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



City of Cocoa Finance Department Purchasing & Contracts Division	Solicitation No: B-22-12-COC
65 Stone Street, Cocoa, FL 32922	
Phone: 321-433-8486, or extension 8844 Fax: 321-433-8690	Due Date: July 19, 2022@ 3:00PM
INVITATION TO BID (ITB)	
TITLE: Water and Wastewater Treatment Chemicals	

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

Item	Description ¹	Unit of Measure	Estimated Quantity	Unit Price ²	Delivery Days ³
1	Ferric Sulfate (Dry Ferric Iron (FE+3), 12%-14% ferric iron, soluble)	Dry Ton	167.00/Year		
2	Liquid Sodium Hypochlorite, 12.0% -12.5%	Gallon	821,000/Year		
3	Carbon Dioxide, 99.5%	Pound	2,110,000/Year		

1-See specifications section for detailed chemical requirements

2-Unit price is to be quoted as delivered price which is inclusive of freight and "other" charges. Enter N/A if not bidding on this item.

3-Anticipated number of days to deliver after order is placed

The undersigned also agrees as follows:

- 1) The undersigned Bidder also agrees to commence the work with an adequate force and equipment within sixty (60) consecutive calendar days following receipt of Notice to Proceed/Original Purchase Order.
- 2) Contract shall continue for one (1) year with two (2) options to renew this Contract for one (1) additional years, for a total of three (3) years.

Proposer/Contractor Name: _____

Mailing Address: _____

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

Authorized Signatory Printed Name FEIN: _____ DUNS: _____

Title Date _____ CAGE Code: _____
As issued through www.sam.gov

STATE OF _____
COUNTY OF _____

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

NOTARY PUBLIC, State of _____

(stamp)

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

**Attachment "F"-Not Used
Trench Safety Certification**

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

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

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

~~(Attach Separate Sheet if Necessary)~~

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

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

~~Bidder/Contractor Name: _____~~

~~Mailing Address: _____~~

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

~~_____ FEIN: _____~~

~~Authorized Signatory _____ Printed Name~~

~~_____~~

~~Title _____ Date~~

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

☛ Failure to submit this form may be grounds for disqualification of your submittal ☛

Attachment "G"
Certificate of Non-Segregated Facilities

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

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

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

Bidder/Contractor Name:

Mailing Address:

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

_____ FEIN:

Authorized Signatory

Printed Name

Title

Date

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

☛ Failure to submit this form may be grounds for disqualification of your submittal ☛

Attachment “H”
Drug-Free Workplace Certification

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

In order to have a drug-free workplace program, a business shall:

- A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- B. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- C. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in the first paragraph.
- D. In the statement specified in the first paragraph, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- E. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- F. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the foregoing provisions.

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

AFFIANT SIGNATURE

Typed Name of AFFIANT

Title

STATE OF _____
COUNTY OF _____

The foregoing instrument was executed before me this ____ day of _____, 2022, by _____ as _____ of _____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

NOTARY PUBLIC, State of _____

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

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

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE – (if applicable)
Attachment “I”
Conflict of Interest and Non-Collusion Statement

A. This sworn statement is submitted with ITB, or Contract Number B-22-12-COC, Water and Wastewater Treatment Chemicals

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

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

[Please print name of individual signing]

B. CONFLICT OF INTEREST

- A. The entity hereby submits a proposal/offer to ITB # _____ for _____ Services.
- B. The AFFIANT has made diligent inquiry and provided the information in this statement affidavit based upon its full knowledge.
- C. The AFFIANT states that only one submittal for this solicitation has been submitted and tendered by the appropriate date and time and that said above stated entity has no financial interest in other entities submitting a proposal for the work contemplated hereby.
- D. Neither the AFFIANT nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion or collusive activity, or otherwise taken any action which in any way restricts or restrains the competitive nature of this solicitation, including but not limited to the prior discussion of terms, conditions, pricing, or other offer parameters required by this solicitation.
- E. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise prohibited from participation in this solicitation or any contract to follow thereafter by any government entity.
- F. Neither the entity nor its affiliates, nor anyone associated with them, have any potential conflict of interest because and due to any other clients, contracts, or property interests in this solicitation or the resulting project.
- G. I hereby also certify that no member of the entity's ownership or management or staff has a vested interest in any City Division/Department/Office.
- H. I certify that no member of the entity's ownership or management is presently applying, actively seeking, or has been selected for an elected position within City of Cocoa government.
- I. In the event that a conflict of interest is identified in the provision of services, I, the undersigned will immediately notify the City in writing.

C. **NON-COLLUSION PROVISION CERTIFICATION**

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

D. **LOBBYING CERTIFICATION**

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

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

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

AUTHORIZED SIGNATURE

Typed Name of AUTHORIZED SIGNATORY

Title

STATE OF _____
COUNTY OF _____

The foregoing instrument was executed before me this ____ day of _____, 2022, by _____ as _____ of _____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

NOTARY PUBLIC, State of _____

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

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

Attachment “J” Organizational Information

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

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

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

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

Bidder/Contractor Name:

Mailing Address:

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

Authorized Signatory

Printed Name

FEIN:

Title

Date

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

☛ Failure to submit this form may be grounds for disqualification of your submittal ☛

Attachment “K”
Proposed Schedule of Subcontractor Participation

☐ No Subcontracting (of any kind) will be utilized on this project.		Solicitation Number: B-22-12-COC	
TITLE: WATER AND WASTEWATER TREATMENT CHEMICALS		Total Project Amount: \$	
Subcontractor Minority Code (if applicable)	Company Name Address Phone, Fax, Email	Trade, Services or Materials portion to be subcontracted	Percent (%) of Scope/Contract
Federal ID			Dollar Value
PERCENTAGE TOTALS FOR SUBCONTRACTOR PARTICIPATION			
PERCENTAGE TOTALS FOR MINORITY SUBCONTRACTOR PARTICIPATION			

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

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

Bidder/Contractor

Name:

Mailing

Address:

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

FEIN:

Authorized Signatory

Printed Name

Title

Date

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

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

Attachment “L”

References

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

Project #1:				
Project Name:				
Type of Project/Service:				
Address:				
Contracting Agency/Client:				
Contact Name and Phone #:				
Contact Email Address and Fax #:				
Contract Amount:	Start Date:		End Date:	
Project #2:				
Project Name:				
Type of Project/Service:				
Address:				
Contracting Agency/Client:				
Contact Name and Phone #:				
Contact Email Address and Fax #:				
Contract Amount:	Start Date:		End Date:	
Project #3:				
Project Name:				
Type of Project/Service:				
Address:				
Contracting Agency/Client:				
Contact Name and Phone #:				
Contact Email Address and Fax #:				
Contract Amount:	Start Date:		End Date:	
Project #4:				
Project Name:				
Type of Project/Service:				
Address:				
Contracting Agency/Client:				
Contact Name and Phone #:				
Contact Email Address and Fax #:				
Contract Amount:	Start Date:		End Date:	
Project #5:				
Project Name:				
Type of Project/Service:				
Address:				
Contracting Agency/Client:				
Contact Name and Phone #:				
Contact Email Address and Fax #:				
Contract Amount:	Start Date:		End Date:	

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

⚡ Failure to submit this form may be grounds for disqualification of your submittal ⚡

Attachment "M"- Not Used
Truth-in-Negotiations Certification

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

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

~~Proposer/Contractor Name:~~

~~_____~~

~~Mailing Address:~~

~~_____~~

~~_____~~

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

~~_____ FEIN: _____~~

~~Authorized Signatory _____ Printed Name _____~~

~~_____~~

~~Title _____ Date _____~~

~~STATE OF _____~~

~~COUNTY OF _____~~

~~_____~~

~~The foregoing instrument was executed before me this _____ day of _____, 2019, by~~

~~_____ as _____ of _____~~

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

~~_____~~

~~_____~~

~~NOTARY PUBLIC, State of _____~~

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

☛ Failure to submit this form may be grounds for disqualification of your submittal ☛

Attachment “N”
Solicitation Response Identification Label

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

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

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

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



DO NOT OPENSEALED SOLICITATION**DO NOT OPEN**SEALED SOLICITATION**	
ATTENTION: PURCHASING & CONTRACTS DIVISION	
SOLICITATION NUMBER: ITB B-22-12-COC	
TITLE: Water and Wastewater Treatment Chemicals	
SOLICITATION DUE DATE: 07/19/2022 TIME: 3:00pm Local Time	
FROM:	
DELIVER TO:	City of Cocoa Purchasing & Contracts Division 65 Stone Street Cocoa, Florida 32922
DO NOT OPENSEALED SOLICITATION**DO NOT OPEN**SEALED SOLICITATION**	

Attachment “O”
Contractor Certification Regarding Scrutinized Companies

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

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

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

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

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

Bidder/Contractor Name:

Mailing Address:

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

Signatory Printed Name FEIN: _____ Authorized

Title Date

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

Attachment "P"
E-Verify Contractor Affidavit

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

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

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

Print Name: _____

Date: _____

STATE OF FLORIDA

COUNTY OF _____

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

[Notary Seal] Notary Public

Name typed, printed, or stamped

My Commission Expires: _____

PLEASE COMPLETE AND SUBMIT WITH YOUR RFP RESPONSE
PROOF OF REGISTRATION FROM E-VERIFY SYSTEM MUST BE ATTACHED

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

EXHIBIT C

Allied Universal Corporation Response
Publicly Opened July 19, 2022



City of Cocoa Finance Department Purchasing & Contracts Division	Solicitation No: B-22-12-COC
65 Stone Street, Cocoa, FL 32922	
Phone: 321-433-8486, or extension 8844 Fax: 321-433-8690	Due Date: July 19, 2022@ 3:00PM
INVITATION TO BID (ITB)	
TITLE: Water and Wastewater Treatment Chemicals	

Attachment "E"

Bid Price Schedule and Acceptance of Terms and Conditions

Item	Description ¹	Unit of Measure	Estimated Quantity	Unit Price ²	Delivery Days ³
1	Ferric Sulfate (Dry Ferric Iron (FE+3), 12%-14% ferric iron, soluble)	Dry Ton	167.00/Year	NO BID	
2	Liquid Sodium Hypochlorite, 12.0%-12.5%	Gallon	821,000/Year	\$1.018/gl	2-3 business days
3	Carbon Dioxide, 99.5%	Pound	2,110,000/Year	NO BID	

1-See specifications section for detailed chemical requirements

2-Unit price is to be quoted as delivered price which is inclusive of freight and "other" charges. Enter N/A if not bidding on this item.

3-Anticipated number of days to deliver after order is placed

The undersigned also agrees as follows:

- 1) The undersigned Bidder also agrees to commence the work with an adequate force and equipment within sixty (60) consecutive calendar days following receipt of Notice to Proceed/Original Purchase Order.
- 2) Contract shall continue for one (1) year with two (2) options to renew this Contract for one (1) additional years, for a total of three (3) years.

Proposer/Contractor Name: Allied Universal Corporation

Mailing Address: 3901 NW 115 Ave., Miami FL 33178

Telephone Number: 305-888-2623 Fax Number: _____ E-mail Address: Bids@Allieduniversal.com

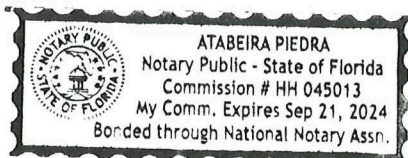

Authorized Signatory Cristhianne Munguia FEIN: 59-0776285 DUNS: 004134623
Printed Name

Bid Coordinator July 12, 2022 CAGE Code: _____
Title _____ Date _____ As issued through www.sam.gov

STATE OF Florida
COUNTY OF Miami-Dade

The foregoing instrument was executed before me this 12th day of July, 2022, by Cristhianne Munguia as Bid Coordinator of Allied Universal Corporation, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

(stamp)




NOTARY PUBLIC, State of FL

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

	City of Cocoa Finance Department Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	Solicitation Number: ITB B-22-12-COC
	INVITATION TO BID (ITB)	Due Date: July 19, 2022
TITLE: WATER AND WASTEWATER TREATMENT CHEMICALS		

Attachment "B"
Insurance Requirements

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

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

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

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

	City of Cocoa Finance Department Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	Solicitation Number: ITB B-22-12-COC
	INVITATION TO BID (ITB)	Due Date: July 19, 2022
TITLE: WATER AND WASTEWATER TREATMENT CHEMICALS		

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

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

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

***NOTE – FOR CONTRACTING PURPOSES, THE CERTIFICATE OF INSURANCE MUST BE DELIVERED TO CITY OF COCOA, PURCHASING & CONTRACTS DIVISION, 65 Stone Street, Cocoa, Florida 32922**

- E. Waiver. Receipt of certificates or other documentation of insurance or policies or copies of policies by the City, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the successful Bidder's/Contractor's obligation to fulfill the insurance requirements specified herein.
- F. Subcontractors. The successful Bidder/Contractor shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of an Agreement, maintain the same insurance requirements set forth herein. In addition, the successful Bidder/Contractor shall maintain proof of same on file and make readily available upon request by the City.
- G. Loss Deductible Clause. The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the successful Bidder/Contractor and/or subcontractor providing such insurance.
- H. Additional Requirements. All insurance carriers shall have AM Best Rating of at least A, and a size VII or larger. The General Liability and Workers Compensation policies shall have a waiver of subrogation in favor of the City of Cocoa. The liability policies shall be Primary/Non-Contributory.

	City of Cocoa Finance Department Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	Solicitation Number: ITB B-22-12-COC
	INVITATION TO BID (ITB)	Due Date: July 19, 2022
TITLE: WATER AND WASTEWATER TREATMENT CHEMICALS		



AFFIANT SIGNATURE

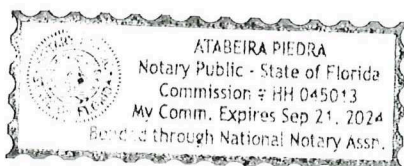
Cristhianne Munguia

Typed Name of AFFIANT

Bid Coordinator

Title

The foregoing instrument was executed before me this 12th day of July, 2022, by Cristhianne Munguia as Bid Coordinator of Allied Universal Corporation, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.



NOTARY PUBLIC
 STATE OF FL
 MY COMMISSION EXPIRES: 9/21/2024

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

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

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

	City of Cocoa Finance Department Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	Solicitation Number: ITB B-22-12-COC
	INVITATION TO BID (ITB)	Due Date: July 19, 2022
TITLE: WATER AND WASTEWATER TREATMENT CHEMICALS		

Attachment "C"
Addendum Receipt Acknowledgement Certification

The undersigned acknowledges receipt of the following addenda to the solicitation document(s) (Give number and date of each):

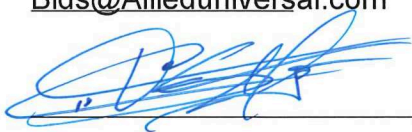
Addendum No. <u>#1</u>	Dated: <u>July 5, 2022</u>
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____

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

Bidder/Contractor Name:
Allied Universal Corporation

Mailing Address:
3901 NW 115 Ave., Miami FL 33178

Telephone Number: 305-888-2623 Fax Number: _____ E-mail Address:
Bids@Allieduniversal.com



 Authorized Signatory

59-0776285 FEIN:
 Cristhianne Munguia
 Printed Name

Bid Coordinator
 Title

July 12, 2022
 Date

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

	City of Cocoa Finance Department Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	Solicitation Number: ITB B-22-12-COC
	INVITATION TO BID (ITB)	Due Date: July 19, 2022
TITLE: WATER AND WASTEWATER TREATMENT CHEMICALS		

Attachment "D" Not Used
Bid Security Bond

BOND NO: _____

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

KNOW ALL MEN BY THESE PRESENTS: That the undersigned _____

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

THE CONDITION OF THIS OBLIGATION is such that if Principal:

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

Signed this _____ day of _____, _____

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

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

Mailing Address: _____

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

Authorized Signatory _____ Printed Name _____ Title _____ Date _____

	City of Cocoa Finance Department Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	Solicitation Number: ITB B-22-12-COC
	INVITATION TO BID (ITB)	Due Date: July 19, 2022
TITLE: WATER AND WASTEWATER TREATMENT CHEMICALS		

STATE OF _____

COUNTY OF _____

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

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

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

 NOTARY PUBLIC
 STATE OF _____
 MY COMMISSION EXPIRES: _____

Surety Name: _____ (Affix Surety's Corporate Seal Above)				
Attorney in Fact for	Printed Name of	Florida Licensed Agent	Printed Name of	License Surety
Signature	Attorney in Fact	Signature	Licensed Agent	Number
Surety Mailing Address: _____		Agent Mailing Address: _____		
_____ Telephone Number: _____ Telephone Number: _____				
Fax Number: _____ Fax Number: _____				

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

	City of Cocoa Finance Department Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	Solicitation Number: ITB B-22-12-COC
	INVITATION TO BID (ITB)	Due Date: July 19, 2022
TITLE: WATER AND WASTEWATER TREATMENT CHEMICALS		

**Attachment "F"-Not Used
Trench Safety Certification**

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

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

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

~~(Attach Separate Sheet if Necessary)~~

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

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

Bidder/Contractor Name: _____
 Mailing Address: _____
 Telephone Number: _____ Fax Number: _____ E-mail Address: _____
 _____ FEIN: _____
 Authorized Signatory _____ Printed Name _____

 Title _____ Date _____

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

	City of Cocoa Finance Department Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	Solicitation Number: ITB B-22-12-COC
	INVITATION TO BID (ITB)	Due Date: July 19, 2022
TITLE: WATER AND WASTEWATER TREATMENT CHEMICALS		

Attachment "G"
Certificate of Non-Segregated Facilities

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

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

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

Bidder/Contractor Name:

Allied Universal Corporation

Mailing Address:

3901 NW 115 Ave., Miami FL 33178

Telephone Number: 305-888-2623

Fax Number: _____

E-mail Address:

Bids@Allieduniversal.com



59-0776285

FEIN:

Authorized Signatory

Cristhianne Munguia

Printed Name

Bid Coordinator

July 12, 2022

Title

Date

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

☛ Failure to submit this form may be grounds for disqualification of your submittal ☛

	City of Cocoa Finance Department Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	Solicitation Number: ITB B-22-12-COC
	INVITATION TO BID (ITB)	Due Date: July 19, 2022
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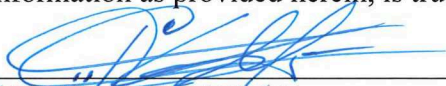
Attachment "H"
Drug-Free Workplace Certification

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

In order to have a drug-free workplace program, a business shall:

- A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- B. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- C. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in the first paragraph.
- D. In the statement specified in the first paragraph, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- E. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- F. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the foregoing provisions.

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



 AFFIANT SIGNATURE

Cristhianne Munguia

 Typed Name of AFFIANT

Bid Coordinator

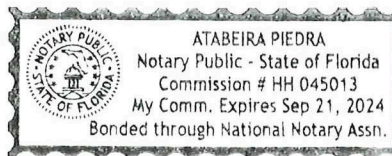
 Title

	City of Cocoa Finance Department Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	Solicitation Number: ITB B-22-12-COC
	INVITATION TO BID (ITB)	Due Date: July 19, 2022
TITLE: WATER AND WASTEWATER TREATMENT CHEMICALS		

STATE OF Florida
 COUNTY OF Miami-Dade

The foregoing instrument was executed before me this 12th day of July, 2022, by Cristhianne Munguia as Bid Coordinator of Allied Universal Corporation, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.


 NOTARY PUBLIC, State of FL



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

	City of Cocoa Finance Department Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	Solicitation Number: ITB B-22-12-COC
	INVITATION TO BID (ITB)	Due Date: July 19, 2022
TITLE: WATER AND WASTEWATER TREATMENT CHEMICALS		

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE – (if applicable)

Attachment “I”

Conflict of Interest and Non-Collusion Statement

- A. This sworn statement is submitted with ITB, or Contract Number **B-22-12-COC, Water and Wastewater Treatment Chemicals**

This sworn statement is submitted by Allied Universal Corporation whose business address is 3901 NW 115 Ave, Miami FL 33178 [Name of entity submitting sworn statement] and (if applicable) its Federal Employer Identification Number (FEIN) is 59-0776285 of the individual signing this sworn statement:

My name is Cristhianne Munguia and my relationship to the above entity is Bid Coordinator.

[Please print name of individual signing]

B. CONFLICT OF INTEREST

- A. The entity hereby submits a proposal/offer to ITB # B-22-12-COC for Liquid Sodium Hypochlorite, 12.0% -12.5% Services.
- B. The AFFIANT has made diligent inquiry and provided the information in this statement affidavit based upon its full knowledge.
- C. The AFFIANT states that only one submittal for this solicitation has been submitted and tendered by the appropriate date and time and that said above stated entity has no financial interest in other entities submitting a proposal for the work contemplated hereby.
- D. Neither the AFFIANT nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion or collusive activity, or otherwise taken any action which in any way restricts or restrains the competitive nature of this solicitation, including but not limited to the prior discussion of terms, conditions, pricing, or other offer parameters required by this solicitation.
- E. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise prohibited from participation in this solicitation or any contract to follow thereafter by any government entity.
- F. Neither the entity nor its affiliates, nor anyone associated with them, have any potential conflict of interest because and due to any other clients, contracts, or property interests in this solicitation or the resulting project.
- G. I hereby also certify that no member of the entity’s ownership or management or staff has a vested interest in any City Division/Department/Office.
- H. I certify that no member of the entity’s ownership or management is presently applying, actively seeking, or has been selected for an elected position within City of Cocoa government.
- I. In the event that a conflict of interest is identified in the provision of services, I, the undersigned will immediately notify the City in writing.

	City of Cocoa Finance Department Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	Solicitation Number: ITB B-22-12-COC
	INVITATION TO BID (ITB)	Due Date: July 19, 2022
TITLE: WATER AND WASTEWATER TREATMENT CHEMICALS		

C. NON-COLLUSION PROVISION CERTIFICATION

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

D. LOBBYING CERTIFICATION

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

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

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



 AUTHORIZED SIGNATURE

 Cristhianne Munguia

 Typed Name of AUTHORIZED SIGNATORY

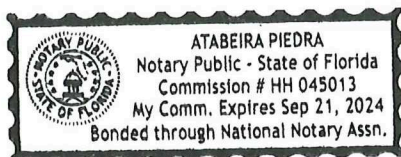
 Bid Coordinator

 Title

STATE OF Florida

COUNTY OF Miami-Dade

The foregoing instrument was executed before me this 12th day of July, 2022, by Cristhianne Munguia as Bid Coordinator of Allied Universal Corporation, who personally swore or affirmed that he/~~she~~ is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.




 NOTARY PUBLIC, State of FL

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

❗ Failure to submit this form may be grounds for disqualification of your submittal ❗

	City of Cocoa Finance Department Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	Solicitation Number: ITB B-22-12-COC
	INVITATION TO BID (ITB)	Due Date: July 19, 2022
TITLE: WATER AND WASTEWATER TREATMENT CHEMICALS		

Attachment "J"
Organizational Information

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

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

TYPE OF ORGANIZATION					
(Please place a check mark (✓) next to applicable type)					
☒	Corporation	☐	Partnership	☐	Non-Profit
☐	Joint Venture	☐	Sole Proprietorship	☐	Other (Please specify)
State of Incorporation		Florida			
Principal Place of Business (Enter Address)		3901 NW 115 Ave., Miami FL 33178			
Federal I.D Number		59-0776285			

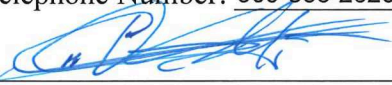
By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

Bidder/Contractor Name:
Allied Universal Corporation

Mailing Address:
3901 NW 115 Ave., Miami FL 33178

	City of Cocoa Finance Department Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	Solicitation Number: ITB B-22-12-COC
	INVITATION TO BID (ITB)	Due Date: July 19, 2022
TITLE: WATER AND WASTEWATER TREATMENT CHEMICALS		

Telephone Number: 305-888-2623 Fax Number: _____ E-mail Address: Bids@Allieduniversal.com



 Authorized Signatory
 Bid Coordinator
 Title

Cristhianne Munguia FEIN: 59-0776285
 Printed Name
 July 12, 2022
 Date

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

	City of Cocoa Finance Department Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	Solicitation Number: ITB B-22-12-COC
	INVITATION TO BID (ITB)	Due Date: July 19, 2022
TITLE: WATER AND WASTEWATER TREATMENT CHEMICALS		

Attachment "K"
Proposed Schedule of Subcontractor Participation

☒ No Subcontracting (of any kind) will be utilized on this project.		Solicitation Number: B-22-12-COC	
TITLE: WATER AND WASTEWATER TREATMENT CHEMICALS		Total Project Amount: \$	
Subcontractor Minority Code (if applicable)	Company Name Address Phone, Fax, Email	Trade, Services or Materials portion to be subcontracted	Percent (%) of Scope/Contract Dollar Value
Federal ID			
PERCENTAGE TOTALS FOR SUBCONTRACTOR PARTICIPATION			
PERCENTAGE TOTALS FOR MINORITY SUBCONTRACTOR PARTICIPATION			

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

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

	City of Cocoa Finance Department Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	Solicitation Number: ITB B-22-12-COC
	INVITATION TO BID (ITB)	Due Date: July 19, 2022
TITLE: WATER AND WASTEWATER TREATMENT CHEMICALS		

Bidder/Contractor
 Allied Universal Corporation

Name:

Mailing
 3901 NW 115 Ave., Miami FL 33178

Address:

Telephone Number: 305-888-2623 Fax Number: E-mail Address:
 Bids@Allieduniversal.com


 Authorized Signatory

59-0776285 FEIN:
 Cristhianne Munguia
 Printed Name

Bid Coordinator
 Title

July 12, 2022
 Date

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

	City of Cocoa Finance Department Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	Solicitation Number: ITB B-22-12-COC
	INVITATION TO BID (ITB)	Due Date: July 19, 2022
TITLE: WATER AND WASTEWATER TREATMENT CHEMICALS		

Attachment "L"

References

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

Project #1:				
Project Name:				
Type of Project/Service: Supply and Delivery of Sodium Hypochlorite				
Address: 700 West 2nd Ave., Hialeah, FL 33011				
Contracting Agency/Client: Miami Dade Water & Sewer				
Contact Name and Phone #: Jon Hansen, 786-236-7625				
Contact Email Address and Fax #: Jon.Hansen@miamidade.gov				
Contract Amount: \$10,695,000.00	Start Date:	11/2018	End Date:	On-going
Project #2:				
Project Name:				
Type of Project/Service: Supply and Delivery of Sodium Hypochlorite				
Address: 14100 SW 8 Street., Sunrise, FL 33325				
Contracting Agency/Client: City of Sunrise				
Contact Name and Phone #: Dough Kerwin, 954-846-7400				
Contact Email Address and Fax #: dkerwin@sunrisefl.gov				
Contract Amount: \$192,225	Start Date:	3/2021	End Date:	On-going
Project #3:				
Project Name:				
Type of Project/Service: Supply and Delivery of Sodium Hypochlorite				
Address: 12098 NW 11 Ave., North Miami, FL 33168				
Contracting Agency/Client: City of North Miami				
Contact Name and Phone #: Pavel Vida, 305-953-2854				
Contact Email Address and Fax #:				
Contract Amount: \$202,628.00	Start Date:	10/2021	End Date:	On-going
Project #4:				
Project Name:				
Type of Project/Service: Supply and Delivery of Sodium Hypochlorite				
Address: 1501 Raleigh Street., Fort Myers, FL 33902				
Contracting Agency/Client: City of Ft. Myers				
Contact Name and Phone #: Heath Laufenberg, 239-321-7574				
Contact Email Address and Fax #: hlaufenberg@cityftmyers.com				
Contract Amount: \$702,830.00	Start Date:	7/2019	End Date:	On-going
Project #5:				
Project Name:				
Type of Project/Service: Supply and Delivery of Sodium Hypochlorite				
Address:				
Contracting Agency/Client: City of Winter Haven				
Contact Name and Phone #: Steve Warder, 863-291-5767				
Contact Email Address and Fax #: Swarder@mywinterhaven.com				
Contract Amount: \$628,00.00	Start Date:	2/2022	End Date:	On-going

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

	City of Cocoa Finance Department Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	Solicitation Number: ITB B-22-12-COC
	INVITATION TO BID (ITB)	Due Date: July 19, 2022
TITLE: WATER AND WASTEWATER TREATMENT CHEMICALS		

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

	City of Cocoa Finance Department Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	Solicitation Number: ITB B-22-12-COC
	INVITATION TO BID (ITB)	Due Date: July 19, 2022
TITLE: WATER AND WASTEWATER TREATMENT CHEMICALS		

Attachment "M"- Not Used
Truth-in-Negotiations Certification

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

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

Proposer/Contractor Name:

Mailing Address:

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

_____ FEIN: _____

Authorized Signatory _____ Printed Name _____

Title _____ Date _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was executed before me this _____ day of _____, 2019, by _____ as _____ of _____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

 NOTARY PUBLIC, State of _____

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

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

	City of Cocoa Finance Department Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	Solicitation Number: ITB B-22-12-COC
	INVITATION TO BID (ITB)	Due Date: July 19, 2022
TITLE: WATER AND WASTEWATER TREATMENT CHEMICALS		

Attachment "N"
Solicitation Response Identification Label

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

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

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

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

✂-----

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

ATTENTION: PURCHASING & CONTRACTS DIVISION

SOLICITATION NUMBER: ITB B-22-12-COC

TITLE: Water and Wastewater Treatment Chemicals

SOLICITATION DUE DATE: 07/19/2022 TIME: 3:00pm Local Time

FROM: Allied Universal Corporation

3901 NW 115 Ave

Miami, FL 33178

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

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

	City of Cocoa Finance Department Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	Solicitation Number: ITB B-22-12-COC
	INVITATION TO BID (ITB)	Due Date: July 19, 2022
TITLE: WATER AND WASTEWATER TREATMENT CHEMICALS		

Attachment "O"

Contractor Certification Regarding Scrutinized Companies

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

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

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

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

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

Bidder/Contractor Name:

Allied Universal Corporation

Mailing Address:

3901 NW 115 Ave., Miami FL 33178

Telephone Number: 305-888-2623

Fax Number: _____

E-mail Address: Bids@Allieduniversal.com



Cristhianne Munguia

FEIN: 59-0776285

Authorized

Signatory

Printed Name

Bid Coordinator

July 12, 2022

Title

Date

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

☛ Failure to submit this form may be grounds for disqualification of your submittal ☛

	City of Cocoa Finance Department Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	Solicitation Number: ITB B-22-12-COC
	INVITATION TO BID (ITB)	Due Date: July 19, 2022
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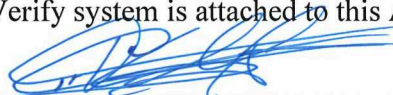
Attachment "P"

E-Verify Contractor Affidavit

I hereby certify that Allied Universal Corporation [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 Allied Universal Corporation [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.


 Print Name: Crishtianne Munguia

Date: July 12, 2022

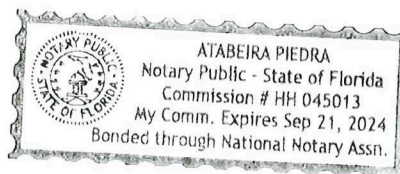
STATE OF FLORIDA
 COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 12th (date) by July, 2022 (name of officer or agent, title of officer or agent) of Allied Universal Corporation (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 _____ (type of identification) as identification.

[Notary Seal] Notary Public

Name typed, printed, or stamped

My Commission Expires: 9/21/2024



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



Headquarters
3901 NW 115th Avenue
Miami, Florida 33178
305-888-2623 office
305-885-4671 fax

RESOLVED that Cristhianne Munguia, Bid Coordinator for Allied Universal Corporation, be authorized to sign and submit the Contract of this corporation for the following project:

Supply and Delivery of Sodium Hypochlorite to the City of Cocoa.

This bid or proposal shall include any other certificate of certification, which may be required by general municipal, state, or federal law(s). Such inclusion shall be the act and deed of this corporation, and for any inaccuracies or misstatements in such certificates or certifications this corporate bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by Allied Universal Corporation at the meeting of its Board of Directors held on the 7th day of June 2022.

(Seal of Corporation)

Jim Palmer, President - CEO

8350 NW 93 Street
Miami, Florida 33166
AUC Medley- 305-888-2623

9501 Rangeline Road
Ft. Pierce, Florida 34987
AUC Ft. Pierce- 772-464-6195

5215 W. Tyson Avenue
Tampa, Florida 33611
CFI Tampa - 813-832-4868

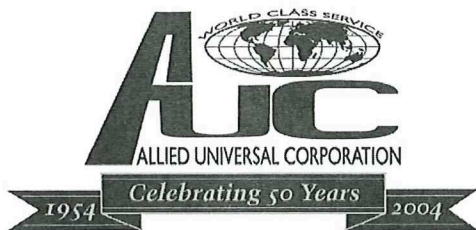
14770 Old Saint Augustine Road
Jacksonville, FL 32207
AUC Jacksonville- 904-619-6180

30 Neil Gunn Drive
Ellisville, MS 39437
AUC Ellisville - 601-477-2550

204 SCM Road
Brunswick, GA 31525
AUC Brunswick - 912-267-9470

9545 Rangeline Road
Ft. Pierce, Florida 34987
ANT 1 Ft. Pierce - 772-464-6195

2815 Inland Transport St.
Palmetto, Florida 34221 Pg 115
ANT 2 Manatee - 941-803-4457



Corporate Office
3901 NW 115 Avenue
Miami, Florida 33178
305-888-2623 office
305-463-8369 fax

July 2022

Allied Universal Corporation is a privately owned company, which has been in business since 1954. Our Corporate Headquarters is located at 3901 N.W. 115 Avenue, Miami, FL 33178.

There are presently 8 delivery locations. In the following we also package Chlorine Gas and manufacture Sodium Hypochlorite. Miami, FL; Ft. Pierce, FL; CFI-Tampa, FL; Brunswick, GA and Ellisville, MS. The following are our Terminals: Jacksonville, FL; Dothan, AL and Mobile, AL. We have serviced Utilities and Municipalities, in 22 states, for over 60 years. We also distribute other water treatment chemicals, swimming pool chemicals, and some chemicals for industrial use.

The delivering facility which will supply the City of Cocoa is our Ft. Pierce, FL facility by our affiliate company, Transportation Services Unlimited, with a dedicated fleet of over 100 tractors and tankers, with an employee complement of approximately 275 people.

The Ft. Pierce, FL facility is located at 9501 Rangeline Road, FL 34987. With normal delivery lead time of 3 work days. Contact name for all deliveries is Dennis McNair phone number 772-464-6195 Ext. 0602, e-mail ftpiercedispatch@Allieduniversal.com. He is available from 6:30 a.m. until 3:30 p.m.

Other key personnel is: David Stallings Branch Manager 772-464-6195 Ext.0601 and Dan DeBeau Region 1. Operations Manager 772.242.9727 x 0601. C: 309.213.4936 .

If you have any questions or concerns on any of this information, please contact Cristhianne Munguia, Bid Coordinator, Allied Universal Corporation, 3901 N.W. 115 Avenue, Miami, FL 33178, phone number (305) 888-2623/Ext. 0125; E-Mail, Bids@Allieuniversal.com

Cristhianne Munguia
Bid Coordinator

8350 NW 93 Street
Miami, Florida 33166
AUC - 305-888-2623

9501 Rangeline Road
Ft. Pierce, Florida 34987
AUC - 772-464-6195

5215 W. Tyson Avenue
Tampa, Florida 33611
CFI - 813-832-4868

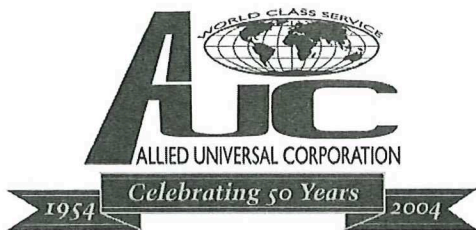
14770 Old Saint Augustine Road
Jacksonville, FL 32207
AUC - 904-619-6180

30 Neil Gunn Drive
Ellisville, MS 39437
AUC - 601-477-2550

204 SCM Road
Brunswick, GA 31525
AUC - 912-267-9470

9545 Rangeline Road
Ft. Pierce, Florida 34987
ANT 1 - 772-464-6195

2815 Inland Transport St.
Palmetto, Florida 34221
ANT 2 Pg 116



Corporate Office
3901 NW 115 Avenue
Miami, Florida 33178
305-888-2623 office
305-463-8369 fax

AFFIDAVIT

This is to certify that as required, all Sodium Hypochlorite solution to be furnished to the City of Cocoa will comply with the AWWA B300 Standards and ANSI/NSF standard 60 or as may be amended.

STATE OF FLORIDA
COUNTY OF: Miami-Dade

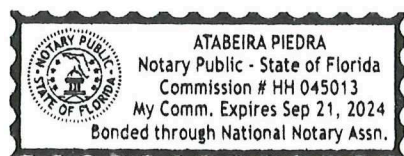
Sworn to (or affirmed) and Subscribed before me.

By means of ☒ physical presence or ☐ online notarization.

This 12th day of July, 2022

By: 
Cristhianne Munguia
Bid Coordinator

(Notary Seal)




Signature of Notary Public.
Atabeira Piedra
Print or Type Name of Notary

Personally Known ☒
Or Produced Identification ☐

Type of Identification Produced

8350 NW 93 Street
Miami, Florida 33166
AUC - 305-888-2623

9501 Rangeline Road
Ft. Pierce, Florida 34987
AUC - 772-464-6195

5215 W. Tyson Avenue
Tampa, Florida 33611
CFI - 813-832-4868

14770 Old Saint Augustine Road
Jacksonville, FL 32207
AUC - 904-619-6180

30 Neil Gunn Drive
Ellisville, MS 39437
AUC - 601-477-2550

204 SCM Road
Brunswick, GA 31525
AUC - 912-267-9470

9545 Rangeline Road
Ft. Pierce, Florida 34987
ANT 1 - 772-464-6195

2815 Inland Transport St.
Palmetto, Florida 34221
ANT 2 Pg 117



The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Thursday, June 23, 2022** at 12:15 a.m. Eastern Time. Please [contact NSF](#) to confirm the status of any Listing, report errors, or make suggestions.

Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information: <http://info.nsf.org/Certified/PwsChemicals/Listings.asp?>

[Company Name=ALLIED+UNIVERSAL+CORPORATION&Chemical Name=Sodium+Hypochlorite&](http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=ALLIED+UNIVERSAL+CORPORATION&ChemicalName=Sodium+Hypochlorite&)

NSF/ANSI/CAN 60 Drinking Water Treatment Chemicals - Health Effects

Allied Universal Corporation

3901 Northwest 115th Avenue

Miami, FL 33178

United States

800-981-6700

305-888-2623

[Visit this company's website \(http://www.allieduniversal.com\)](http://www.allieduniversal.com)

Facility : # 2 Jacksonville, Florida

Sodium Hypochlorite[HY]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Aqua Guard Chlorinating Sanitizer	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer 10.5% Chlorine By Weight	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 10.5% By Weight	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite 10.5% Chlorine By Weight	Disinfection & Oxidation	100mg/L

[HY] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations. Also, reference the AWWA B300 (Hypochlorites) standard's Recommendations for the Handling and Storage of Hypochlorite Solutions appendix for information on preservation techniques for hypochlorite bleach in transit and storage.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : # 4 USA

Sodium Hypochlorite[HY]

Trade Designation	Product Function	Max Use
Aqua Guard Chlorinating Sanitizer	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer 10.5% Chlorine By Weight	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 10.5% By Weight	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite 10.5% Chlorine By Weight	Disinfection & Oxidation	100mg/L

[HY] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations. Also, reference the AWWA B300 (Hypochlorites) standard's Recommendations for the Handling and Storage of Hypochlorite Solutions appendix for information on preservation techniques for hypochlorite bleach in transit and storage.

Facility : Fort Pierce, FL

Sodium Hypochlorite[HY]

Trade Designation	Product Function	Max Use
Aqua Guard Chlorinating Sanitizer	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer 10.5% Chlorine By Weight	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 10.5%	Disinfection & Oxidation	100 mg/L
Aqua Guard Sodium Hypochlorite 10.5% By Weight	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite 10.5% Chlorine By Weight	Disinfection & Oxidation	100mg/L

[HY] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations. Also, reference the AWWA B300 (Hypochlorites) standard's Recommendations for the Handling and Storage of Hypochlorite Solutions appendix for information on preservation techniques for hypochlorite bleach in transit and storage.

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Facility : Miami, FL

Sodium Hypochlorite[HY]

Trade Designation	Product Function	Max Use
Aqua Guard Chlorinating Sanitizer 10.5% Chlorine By Weight	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite 10.5% Chlorine By Weight	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 10.5% By Weight	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite	Disinfection & Oxidation	100mg/L

[HY] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations. Also, reference the AWWA B300 (Hypochlorites) standard's Recommendations for the Handling and Storage of Hypochlorite Solutions appendix for information on preservation techniques for hypochlorite bleach in transit and storage.

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Facility : Brunswick, GA

Sodium Hypochlorite[HY]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Aqua Guard Bleach	Disinfection & Oxidation	74mg/L
Aqua Guard Bleach 12.5%	Disinfection & Oxidation	74mg/L
Aqua Guard Chlorinating Sanitizer	Disinfection & Oxidation	87mg/L
Aqua Guard Chlorinating Sanitizer 10.5%	Disinfection & Oxidation	87mg/L
Aqua Guard Sodium Hypochlorite 10.5%	Disinfection & Oxidation	87mg/L
Aqua Guard Sodium Hypochlorite 12.5%	Disinfection & Oxidation	74mg/L
Sodium Hypochlorite 10.5%	Disinfection & Oxidation	87mg/L
Sodium Hypochlorite 12.5%	Disinfection & Oxidation	74mg/L

[HY] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations. Also, reference the AWWA B300 (Hypochlorites) standard's Recommendations for the Handling and Storage of Hypochlorite Solutions appendix for information on preservation techniques for hypochlorite bleach in transit and storage.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Ellisville, MS

Sodium Hypochlorite[HY]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Aqua Guard Bleach	Disinfection & Oxidation	84mg/L
Aqua Guard Bleach 12.5%	Disinfection & Oxidation	84mg/L
Aqua Guard Chlorinating Sanitizer	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 12.5%	Disinfection & Oxidation	84mg/L
Sodium Hypochlorite 10.5%	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite 12.5%	Disinfection & Oxidation	84mg/L

[HY] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations. Also, reference the AWWA B300 (Hypochlorites) standard's Recommendations for the Handling and

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Allied Universal Corporation
3901 Northwest 115 Avenue
Miami, FL 33178
United States
305-888-2623
[Visit this company's website \(http://www.allieduniversal.com\)](http://www.allieduniversal.com)

Facility : # 3 USA

Sodium Hypochlorite[HY]		
Trade Designation	Product Function	Max Use
Aqua Guard Bleach	Disinfection & Oxidation	84mg/L
Aqua Guard Bleach 12.5%	Disinfection & Oxidation	84mg/L
Aqua Guard Sodium Hypochlorite 12.5%	Disinfection & Oxidation	84mg/L
Sodium Hypochlorite 12.5%	Disinfection & Oxidation	84mg/L

[HY] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations. Also, reference the AWWA B300 (Hypochlorites) standard's Recommendations for the Handling and Storage of Hypochlorite Solutions appendix for information on preservation techniques for hypochlorite bleach in transit and storage.

Number of matching Manufacturers is 2
Number of matching Products is 48
Processing time was 1 seconds

SAFETY DATA SHEET

1. Identification

Product identifier	Sodium Hypochlorite, 10-15% Solution		
Other means of identification			
SDS number	AUC-004		
Synonyms	Aqua Guard Chlorinating Santizier * Aqua Guard Bleach * Aqua Guard Sodium Hypochlorite 10.5% * Aqua Guard Sodium Hypochlorite 12.5% * Sodium Hypochlorite * Liquid Bleach * Bleach * Hypo		
Recommended use	Swimming pool chemical, hard surface cleaner, water treatment, bleaching, textiles, cooling towers, laundry sanitizer and agricultural/ aquacultural purposes		
Recommended restrictions	None known.		
Manufacturer/Importer/Supplier/Distributor information			
Manufacturer			
Company name	Allied Universal Corporation		
Address	3901 N.W. 115th Avenue Miami, FL 33178 United States		
Telephone	General:	1-305-888-2623	
	24-Hour alert:	1-786-522-0207	
Website	www.allieduniversal.com		
E-mail	Not available.		
Contact person	Operations Department		
Emergency phone number	CHEMTREC	1-800-424-9300 (US/Canada) +01 703-527-3887 (International)	
Supplier	Refer to Manufacturer		

2. Hazard(s) identification

Physical hazards	Corrosive to metals	Category 1
Health hazards	Skin corrosion/irritation	Category 1
	Serious eye damage/eye irritation	Category 1
	Specific target organ toxicity, single exposure	Category 3 respiratory tract irritation
Environmental hazards	This mixture does not meet the classification criteria according to OSHA HazCom 2012.	
OSHA defined hazards	This mixture does not meet the classification criteria according to OSHA HazCom 2012.	
Label elements		



Signal word	Danger
Hazard statement	May be corrosive to metals. Causes severe skin burns and eye damage. Causes serious eye damage. May cause respiratory irritation.
Precautionary statement	
Prevention	Keep only in original container. Do not breathe mist. Wash thoroughly after handling. Use only outdoors or in a well-ventilated area. Wear protective gloves/clothing and eye/face protection.

Response	IF SWALLOWED: Rinse mouth. Do NOT induce vomiting. If on skin (or hair): Take off immediately all contaminated clothing. Rinse skin with water/shower. If inhaled: Remove person to fresh air and keep comfortable for breathing. If in eyes: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Immediately call a POISON CENTER or doctor/physician. Specific treatment (see this label). Wash contaminated clothing before reuse.
Storage	Store locked up. Store in a well-ventilated place. Keep container tightly closed. Store in corrosive resistant container with a resistant inner liner.
Disposal	Dispose of contents/container in accordance with local/regional/national/international regulations.
Hazard(s) not otherwise classified (HNOC)	No OSHA defined hazard classes. Other hazards which do not result in classification: Contact with most acids may liberate and toxic gas. Chronic skin contact with low concentrations may cause dermatitis.
Supplemental information	None.

3. Composition/information on ingredients

Mixtures

Chemical name	Common name and synonyms	CAS number	%
Sodium Hypochlorite	HYPOCHLORITE SOLUTION	7681-52-9	10-15.5
Sodium hydroxide	Caustic soda Lye Soda lye	1310-73-2	1-5
Other components below reportable levels			80-90

*Designates that a specific chemical identity and/or percentage of composition has been withheld as a trade secret.

4. First-aid measures

Inhalation	Remove victim to fresh air and keep at rest in a position comfortable for breathing. If breathing stops, provide artificial respiration. Induce artificial respiration with the aid of a pocket mask equipped with a one-way valve or other proper respiratory medical device. If breathing is difficult, trained personnel should give oxygen. Call a physician or poison control center immediately.
Skin contact	Immediately flush skin with running water for at least 20 minutes. Take off immediately all contaminated clothing. Take off immediately all contaminated clothing. Call a physician or poison control center immediately. Chemical burns must be treated by a physician. Wash contaminated clothing before reuse. Cover wound with sterile dressing. Do not rub area of contact. Leather and shoes that have been contaminated with the solution may need to be destroyed.
Eye contact	Immediately flush eyes with plenty of water for at least 15-20 minutes. Remove contact lenses, if present, after the first 5 minutes, then continue rinsing for 10-15 minutes. Call a physician or poison control center immediately. Take care not to rinse contaminated water into the unaffected eye or onto the face.
Ingestion	Call a physician or poison control center immediately. Rinse mouth. If swallowed: Rinse mouth. Do NOT induce vomiting. Never give anything by mouth to a victim who is unconscious or is having convulsions. Do not induce vomiting. If vomiting occurs, keep head low so that stomach content doesn't get into the lungs.
Most important symptoms/effects, acute and delayed	Corrosive to the eyes and may cause severe damage including blindness. Symptoms may include stinging, tearing, redness, swelling, and blurred vision. Direct skin contact may cause corrosive skin burns, deep ulcerations and possibly permanent scarring. Can cause severe respiratory irritation. Symptoms may include coughing, choking and wheezing. Inhalation could result in pulmonary edema (fluid accumulation). Symptoms of pulmonary edema (chest pain, shortness of breath) may be delayed. May cause severe irritation and corrosive damage in the mouth, throat and stomach. Symptoms may include abdominal pain, vomiting, burns, perforations, bleeding and eventually death.
Indication of immediate medical attention and special treatment needed	Immediate medical attention is required. Causes chemical burns. Treat symptomatically.
General information	Ensure that medical personnel are aware of the material(s) involved, and take precautions to protect themselves.

5. Fire-fighting measures

Suitable extinguishing media	Water fog. Foam. Dry chemical powder. Carbon dioxide (CO2). Use media suitable to the surrounding fire such as water fog or fine spray, alcohol foams, carbon dioxide. Use water with caution. Contact with water will generate considerable heat.
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Unsuitable extinguishing media	Do not use water jet as an extinguisher, as this will spread the fire. Do not use dry chemical extinguishing agents. Maleic anhydride may react with the basic sodium compounds. Use chemical extinguishing agents with caution. Some chemical extinguishing agents may react with this material.
Specific hazards arising from the chemical	Not considered flammable. Vapors are heavier than air and may spread along floors. Contact with most metals will generate flammable hydrogen gas. Contact with water will generate considerable heat. Reacts violently with a wide variety of organic and inorganic chemicals including alcohol, carbides, chlorates, picrates, nitrates and metals. Toxic fumes, gases or vapours may evolve on burning.
Special protective equipment and precautions for firefighters	Firefighters should wear proper protective equipment and self-contained breathing apparatus with full face piece operated in positive pressure mode. A full-body chemical resistant suit should be worn.
Fire fighting equipment/instructions	Fight fire with normal precautions from a reasonable distance. Evacuate the area promptly. Move containers from fire area if you can do so without risk. Use water spray to cool unopened containers. Do not allow run-off from fire fighting to enter drains or water courses. Dike for water control.
Specific methods	Use standard firefighting procedures and consider the hazards of other involved materials.
General fire hazards	Vapors are heavier than air and may spread along floors.
Hazardous combustion products	Hydrogen gas. Hydrogen chloride. Chlorine. Oxygen. Sodium oxides.

6. Accidental release measures

Personal precautions, protective equipment and emergency procedures	Immediately evacuate personnel to safe areas. Keep unnecessary personnel away. Keep people away from and upwind of spill/leak. Keep out of low areas. Wear appropriate protective equipment and clothing during clean-up. Do not breathe mist or vapor. Do not touch damaged containers or spilled material unless wearing appropriate protective clothing. Ventilate closed spaces before entering them. Local authorities should be advised if significant spillages cannot be contained. For personal protection, see section 8 of the SDS.
Methods and materials for containment and cleaning up	Ventilate the area. Remove sources of ignition. Stop leak if you can do so without risk. Absorb spillage to prevent material damage. Use a non-combustible material like vermiculite, sand or earth to soak up the product and place into a container for later disposal. Use water spray to reduce vapors or divert vapor cloud drift. Prevent entry into waterways, sewer, basements or confined areas. Remove with vacuum trucks or pump to storage/salvage vessels. Contain and absorb spilled liquid with non-combustible, inert absorbent material (e.g. sand). Small spills can be neutralized by covering with a reducing agent, such as Sodium thiosulfate or Sodium sulphite. If not recoverable, dilute with water or flush to holding area and neutralize.
Environmental precautions	Never return spills to original containers for re-use. Contact the proper local authorities. Contaminated absorbent material may pose the same hazards as the spilled product. For waste disposal, see Section 13.
Environmental precautions	Contact local authorities in case of spillage to drain/aquatic environment. Avoid discharge into drains, water courses or onto the ground.

7. Handling and storage

Precautions for safe handling	Use only outdoors or in a well-ventilated area. Wear protective gloves/clothing and eye/face protection. Label containers appropriately. When using, do not eat, drink or smoke. Do not taste or swallow. Do not get in eyes, on skin, on clothing. Wash thoroughly after handling. Observe good industrial hygiene practices.
Conditions for safe storage, including any incompatibilities	Store locked up. Storage area should be clearly identified, clear of obstruction and accessible only to trained and authorized personnel. Avoid ultraviolet (UV) light sources. Inspect periodically for damage or leaks. Store in corrosive resistant container with a resistant inner liner. Store in original tightly closed container. Keep container tightly closed. Store in a well-ventilated place. Store away from and do not mix with incompatible materials such as acids, oxidizers, organics, reducing agents and all metals except titanium. Keep away from food, drink and animal feedingstuffs.

8. Exposure controls/personal protection

Occupational exposure limits

US. OSHA Table Z-1 Limits for Air Contaminants (29 CFR 1910.1000)

Components	Type	Value
Sodium hydroxide (CAS 1310-73-2)	PEL	2 mg/m3

US. ACGIH Threshold Limit Values

Components	Type	Value
Sodium hydroxide (CAS 1310-73-2)	Ceiling	2 mg/m3

US. NIOSH: Pocket Guide to Chemical Hazards

Components	Type	Value
Sodium hydroxide (CAS 1310-73-2)	Ceiling	2 mg/m3

US. Workplace Environmental Exposure Level (WEEL) Guides

Components	Type	Value
SODIUM HYPOCHLORITE (CAS 7681-52-9)	STEL	2 mg/m3

Biological limit values

No biological exposure limits noted for the ingredient(s).

Appropriate engineering controls

Good general ventilation (typically 10 air changes per hour) should be used. Ventilation rates should be matched to conditions. If applicable, use process enclosures, local exhaust ventilation, or other engineering controls to maintain airborne levels below recommended exposure limits. If exposure limits have not been established, maintain airborne levels to an acceptable level. Eye wash facilities and emergency shower must be available when handling this product.

Individual protection measures, such as personal protective equipment**Eye/face protection**

Chemical goggles and face shield are recommended. Eye wash facilities and emergency shower must be available when handling this product.

Skin protection**Hand protection**

Wear appropriate chemical-resistant gloves. Advice should be sought from glove suppliers.

Other

Where contact is likely, wear chemical-resistant gloves, chemical protective clothing, rubber boots, and chemical safety goggles plus a face shield. Use of an impervious apron is recommended.

Respiratory protection

Respiratory protection should be worn when there is a potential to exceed the exposure limit requirements or guidelines. If there are no applicable exposure limit requirements or guidelines, wear respiratory protection when adverse effects, such as respiratory irritation or discomfort have been experienced, or where indicated by your risk assessment process. For most conditions no respiratory protection should be needed; however, if discomfort is experienced, use an approved air-purifying respirator. The following should be effective types of air-purifying respirators: Particulate filter.

Thermal hazards

Wear appropriate thermal protective clothing, when necessary.

General hygiene considerations

When using, do not eat, drink or smoke. Do not breathe mist. Avoid contact with eyes, skin and clothing. Upon completion of work, wash hands before eating, drinking, smoking or use of toilet facilities. Remove soiled clothing and wash it thoroughly before reuse.

9. Physical and chemical properties**Appearance**

Clear yellow/green liquid.

Physical state

Liquid.

Form

Liquid.

Color

Clear to yellow/green.

Odor

Pungent. Chlorine-like.

Odor threshold

Not available.

pH

11 - 13

Melting point/freezing point

-150 °F (-101.11 °C)

Initial boiling point and boiling range

> 212 °F (> 100 °C)

Flash point

Not Applicable

Evaporation rate

Not available.

Flammability (solid, gas)

Not applicable.

Upper/lower flammability or explosive limits**Flammability limit - lower (%)**

Not Applicable

Flammability limit - lower (%) temperature

Not Applicable

Flammability limit - upper (%)	Not Applicable
Flammability limit - upper (%) temperature	Not Applicable
Explosive limit - lower (%)	Not available.
Explosive limit - upper (%)	Not available.
Vapor pressure	12 mm Hg
Vapor density	Not available.
Relative density	Not available.
Solubility(ies)	
Solubility (water)	Soluble
Partition coefficient (n-octanol/water)	Not available.
Auto-ignition temperature	Not available.
Decomposition temperature	Not available.
Viscosity	Not available.
Other information	
Density	1.18 g/cm3
Molecular formula	NaOCl
Molecular weight	74.4
Specific gravity	1.165-1.23

10. Stability and reactivity

Reactivity	Contact with most metals will generate flammable hydrogen gas. Contact with water will generate considerable heat. Reacts with amines and ammonia compounds to form explosively unstable compounds. May be corrosive to metals. May be corrosive to: Aluminum. Stainless steel. Carbon steel. Copper. Bronze
Chemical stability	Material is stable under normal conditions.
Possibility of hazardous reactions	Reacts vigorously or violently with many organic and inorganic chemicals such as: acids, acrolein, acrylonitrile, chlorinated hydrocarbons (e.g. 1,2 dichloroethylene), chlorine dioxide, maleic anhydride, nitroethane, nitroparaffins, 2-nitrophenol, nitropropane, phosphorus, potassium persulfate, and tetrahydrofuran (containing peroxides).
Conditions to avoid	Direct sources of heat. Avoid high temperatures. Direct sunlight. Avoid contact with incompatible materials. Do not use in areas without adequate ventilation. Do not allow evaporation to dryness.
Incompatible materials	Metals. Strong oxidizing agents. Acids. Amines. Ammonia. Reducing agents. Nitrites. Organic compounds.
Hazardous decomposition products	None known, refer to hazardous combustion products in Section 5. In the event of fire the following can be released: Chlorine. Sodium chlorate.

11. Toxicological information

Information on likely routes of exposure

Inhalation	Prolonged inhalation may be harmful. May cause irritation to the respiratory system. May cause severe irritation to the nose, throat, and respiratory tract.
Skin contact	Causes severe skin burns.
Eye contact	Causes serious eye damage.
Ingestion	Causes digestive tract burns. Ingestion may cause severe irritation of the mouth, the esophagus and the gastrointestinal tract.
Most important symptoms/effects, acute and delayed	Corrosive to the eyes and may cause severe damage including blindness. Symptoms may include stinging, tearing, redness, swelling, and blurred vision. Direct skin contact may cause corrosive skin burns, deep ulcerations and possibly permanent scarring. Can cause severe respiratory irritation. Symptoms may include coughing, choking and wheezing. Inhalation could result in pulmonary edema (fluid accumulation). Symptoms of pulmonary edema (chest pain, shortness of breath) may be delayed. May cause severe irritation and corrosive damage in the mouth, throat and stomach. Symptoms may include abdominal pain, vomiting, burns, perforations, bleeding and eventually death.

Information on toxicological effects

Acute toxicity Not expected to be hazardous by OSHA criteria. There is no available data for the product itself, only for the ingredients. See data for individual ingredient acute toxicity data.

Components	Species	Test Results
Sodium hydroxide (CAS 1310-73-2)		
Acute		
<i>Dermal</i>		
LD50	Rabbit	No Data in Literature
<i>Inhalation</i>		
LC50	Rat	No Data in Literature
<i>Oral</i>		
LD50	Rat	No Data in Literature
Sodium Hypochlorite (CAS 7681-52-9)		
Acute		
<i>Dermal</i>		
LD50	Rabbit	> 10000 mg/kg
<i>Inhalation</i>		
LC50	Rat	> 5.25 mg/l/4h
<i>Oral</i>		
LD50	Rat	8910 mg/kg

Skin corrosion/irritation Hazardous by OSHA criteria.
Causes severe skin burns. Causes severe skin burns and eye damage. Skin corrosion/irritation - Category 1.

Serious eye damage/eye irritation Hazardous by OSHA criteria.
Causes serious eye damage. Serious eye damage/eye irritation - Category 1

Respiratory or skin sensitization

Respiratory sensitization Not expected to be a respiratory sensitizer.

Skin sensitizer Not expected to be hazardous by OSHA criteria. Not expected to be a skin sensitizer.

May cause an allergic skin reaction (e.g. hives, rash) in some hypersensitive individuals.

Germ cell mutagenicity Not expected to be mutagenic.

Carcinogenicity This product is not considered to be a carcinogen by IARC, ACGIH, NTP, or OSHA.

IARC Monographs. Overall Evaluation of Carcinogenicity

Sodium Hypochlorite (CAS 7681-52-9) 3 Not classifiable as to carcinogenicity to humans.

OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)

Not listed.

Reproductive toxicity This product is not expected to cause reproductive or developmental effects.

Specific target organ toxicity - single exposure Hazardous by OSHA criteria.
May cause respiratory irritation. Specific Target Organ Toxicity (STOT), Single Exposure, Category 3.

Specific target organ toxicity - repeated exposure Not classified as a specific target organ toxicity -repeated exposure.

Aspiration toxicity Not expected to be an aspiration hazard.

Chronic effects Prolonged inhalation may be harmful. Chronic skin contact with low concentrations may cause dermatitis.

12. Ecological information

Ecotoxicity Toxic to aquatic life.

Components	Species	Test Results
Sodium hydroxide (CAS 1310-73-2)		
Aquatic		
<i>Acute</i>		
Crustacea	EC50 Water flea (Ceriodaphnia dubia)	40 mg/l, 48 hours

Components		Species	Test Results
Fish	LC50	Western mosquitofish (<i>Gambusia affinis</i>)	125 mg/l, 96 hours
Sodium Hypochlorite (CAS 7681-52-9)			
Aquatic			
<i>Acute</i>			
Crustacea	EC50	Water flea (<i>Daphnia magna</i>)	0.169 mg/l, 48 hours
Fish	LC50	Bluegill (<i>Lepomis macrochirus</i>)	0.58 mg/l, 96 hours

Persistence and degradability	Biodegradation is not applicable to inorganic substances.
Bioaccumulative potential	No accumulation in living organisms is expected due to high solubility and dissociation properties.
Mobility in soil	High water solubility indicates a high mobility in soil.
Other adverse effects	No other adverse environmental effects (e.g. ozone depletion, photochemical ozone creation potential, endocrine disruption, global warming potential) are expected from this component.

13. Disposal considerations

Disposal instructions	Collect and reclaim or dispose in sealed containers at licensed waste disposal site. Dispose of contents/container in accordance with local/regional/national/international regulations.
Local disposal regulations	Dispose in accordance with all applicable regulations.
Hazardous waste code	The waste code should be assigned in discussion between the user, the producer and the waste disposal company.
Waste from residues / unused products	Dispose of in accordance with local regulations. Empty containers or liners may retain some product residues. This material and its container must be disposed of in a safe manner (see: Disposal instructions).
Contaminated packaging	Empty containers should be taken to an approved waste handling site for recycling or disposal. Since emptied containers may retain product residue, follow label warnings even after container is emptied.

14. Transport information

DOT

UN number	UN1791
UN proper shipping name	HYPOCHLORITE SOLUTIONS (RQ = 100)
Transport hazard class(es)	
Class	8
Subsidiary risk	-
Label(s)	8
Packing group	III
Environmental hazards	
Marine pollutant	Yes
Special precautions for user	Read safety instructions, SDS and emergency procedures before handling.
Special provisions	IB3, N34, T4, TP2, TP24
Packaging exceptions	154
Packaging non bulk	203
Packaging bulk	241

This product does meet the definition of a marine pollutant as described in 49 CFR section 171.8.

IATA

UN number	UN1791
UN proper shipping name	HYPOCHLORITE SOLUTION
Transport hazard class(es)	
Class	8
Subsidiary risk	-
Packing group	III
Environmental hazards	NO
ERG Code	8L
Special precautions for user	Read safety instructions, SDS and emergency procedures before handling.
Other information	
Passenger and cargo aircraft	Allowed.
Cargo aircraft only	Allowed.

IMDG

UN number	UN1791
UN proper shipping name	HYPOCHLORITE SOLUTION
Transport hazard class(es)	
Class	8
Subsidiary risk	-
Packing group	III
Environmental hazards	
Marine pollutant	No.
EmS	F-A, S-B
Special precautions for user	Read safety instructions, SDS and emergency procedures before handling.
Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code	Not available.

DOT**IATA; IMDG****Marine pollutant****15. Regulatory information**

US federal regulations This product is a "Hazardous Chemical" as defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200.
All components are on the U.S. EPA TSCA Inventory List.

TSCA Section 12(b) Export Notification (40 CFR 707, Subpt. D)

Not regulated.

CERCLA Hazardous Substance List (40 CFR 302.4)

Sodium hydroxide (CAS 1310-73-2)

Listed.

Sodium Hypochlorite (CAS 7681-52-9)

Listed.

SARA 304 Emergency release notification

Not regulated.

OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)

Not listed.

Superfund Amendments and Reauthorization Act of 1986 (SARA)

Hazard categories Immediate Hazard - Yes
Delayed Hazard - No
Fire Hazard - No
Pressure Hazard - No
Reactivity Hazard - No

SARA 302 Extremely hazardous substance

Not listed.

SARA 311/312 Hazardous chemical Yes

SARA 313 (TRI reporting)

Not regulated.

Other federal regulations**Clean Air Act (CAA) Section 112 Hazardous Air Pollutants (HAPs) List**

Not regulated.

Clean Air Act (CAA) Section 112(r) Accidental Release Prevention (40 CFR 68.130)

Not regulated.

Safe Drinking Water Act (SDWA) Not regulated.

US state regulations**US. California Controlled Substances. CA Department of Justice (California Health and Safety Code Section 11100)**

Not listed.

US. Massachusetts RTK - Substance List

Sodium hydroxide (CAS 1310-73-2)
Sodium Hypochlorite (CAS 7681-52-9)

US. New Jersey Worker and Community Right-to-Know Act

Sodium hydroxide (CAS 1310-73-2)
Sodium Hypochlorite (CAS 7681-52-9)

US. Pennsylvania Worker and Community Right-to-Know Law

Sodium hydroxide (CAS 1310-73-2)
Sodium Hypochlorite (CAS 7681-52-9)

US. Rhode Island RTK

Sodium hydroxide (CAS 1310-73-2)
Sodium Hypochlorite (CAS 7681-52-9)

US. California Proposition 65

California Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65): This material is not known to contain any chemicals currently listed as carcinogens or reproductive toxins.

International Inventories

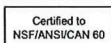
Country(s) or region	Inventory name	On inventory (yes/no)*
Australia	Australian Inventory of Chemical Substances (AICS)	Yes
Canada	Domestic Substances List (DSL)	Yes
Canada	Non-Domestic Substances List (NDSL)	No
China	Inventory of Existing Chemical Substances in China (IECSC)	Yes
Europe	European Inventory of Existing Commercial Chemical Substances (EINECS)	Yes
Europe	European List of Notified Chemical Substances (ELINCS)	No
Japan	Inventory of Existing and New Chemical Substances (ENCS)	Yes
Korea	Existing Chemicals List (ECL)	Yes
New Zealand	New Zealand Inventory	Yes
Philippines	Philippine Inventory of Chemicals and Chemical Substances (PICCS)	Yes

Country(s) or region	Inventory name	On inventory (yes/no)*
United States & Puerto Rico	Toxic Substances Control Act (TSCA) Inventory	Yes

*A "Yes" indicates that all components of this product comply with the inventory requirements administered by the governing country(s)
A "No" indicates that one or more components of the product are not listed or exempt from listing on the inventory administered by the governing country(s).

16. Other information, including date of preparation or last revision

Issue date	12-03-2020
Version #	04
HMIS	H: 3 F: 0 R: 1
NFPA	H: 3 F: 0 R: 1



List of abbreviations

Maximum use level for Sodium hypochlorite under NSF/ANSI Standard 60 - Maximum use in potable water is 84 mg/L for 12.5% bleach and 100 mg/L for 10.5% bleach.

ACGIH: American Conference of Governmental Industrial Hygienists
CAS: Chemical Abstract Services
CERCLA: Comprehensive Environmental Response, Compensation and Liability Act of 1980
CFR: Code of Federal Regulations
DOT: Department of Transportation
DSL: Domestic Substance List
EC: European Community
EINECS: European Inventory of Existing Commercial chemical Substances
EPA: Environmental Protection Agency
EPCRA: Emergency Planning and Community Right-to-Know Act
HSDB® - Hazardous Substances Data Bank
IARC: International Agency for Research on Cancer
IATA: International Air Transport Association
IBC: Intermediate Bulk Container
IMDG: International Maritime Dangerous Goods
LC: Lethal Concentration
LD: Lethal Dose
NOEC: No observable effect concentration
NTP: National Toxicology Program
OECD: Organisation for Economic Cooperation and Development
OSHA: Occupational Safety and Health Administration
PPE: Personal Protective Equipment
RCRA: Resource Conservation and Recovery Act
RTECS: Registry of Toxic Effects of Chemical Substances
SARA: Superfund Amendments and Reauthorization Act
SDS: Safety Data Sheet
STEL: Short Term Exposure Limit
TLV: Threshold Limit Values
TWA: Time Weighted Average

Prepared by: ICC The Compliance Center Inc. 1-888-442-9628
<http://www.thecompliancecenter.com>

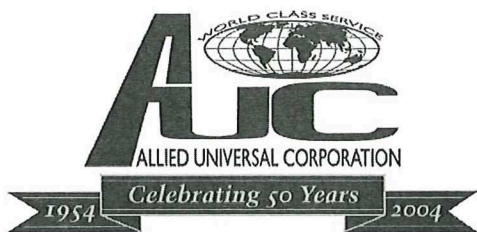
Disclaimer

Disclaimer
This Safety Data Sheet was prepared by ICC The Compliance Center Inc. using information provided by / obtained from Allied Universal Corporation and CCOHS' Web Information Service. The information in the Safety Data Sheet is offered for your consideration and guidance when exposed to this product. ICC The Compliance Center Inc. and Allied Universal Corporation expressly disclaim all expressed or implied warranties and assume no responsibilities for the accuracy or completeness of the data contained herein. The data in this SDS does not apply to use with any other product or in any other process.

This Safety Data Sheet may not be changed, or altered in any way without the expressed knowledge and permission of ICC The Compliance Center Inc. and Allied Universal Corporation

Bibliography

Canadian Centre for Occupational Health and Safety, CCInfoWeb Databases, 2014
(Chempendium, RTECS, HSDB, INCHEM)
European Chemicals Bureau, Existing Chemicals Work Area, EINECS Information System, 2014.
Material Safety Data Sheet from manufacturer.
OECD - The Global Portal to Information on Chemical Substances - eChemPortal, 2014.



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305-888-2623 office
305-463-8369 fax

REFERENES

Sodium Hypochlorite

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305-805-1620 fax
Jon.Hansen@miamidade.gov

City of Winter Haven

Steve Warder
WTP Superintendent
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Swarder@mywinterhaven.com

City of Sunrise

14100 SW 8 Street
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Dough Kerwin
Chief Operator of Utilities Administration
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dkerwin@sunrisefl.gov

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Plant Superintendent
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City of North Miami

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Pavel Vida
Water Plant Supervisor
305-953-2854

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AUC - 912-267-9470

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9545 Rangeline Road
Ft. Pierce, Florida 34987
ANT 1 - 772-464-6195

14770 Old Saint Augustine Road
Jacksonville, FL 32207
AUC - 904-619-6180

2815 Inland Transport St.
Palmetto, Florida 34221
ANT 2 Pg 132

EMERGENCY CONTACT NUMBERS

CORPORATE:

WORKING HOURS:

(305) 888-2623

EMERGENCY CONTACTS (OTHER PHONE NUMBERS):

1. ANTHONY FEDD (N. REGIONAL OPERATIONS MANAGER)
2. DAN DEBEAU (SE FL REGIONAL OPERATIONS MANAGER)
3. DON COUCHE (W. FL REGIONAL OPERATIONS MANAGER)
4. MIKE HARRIS (FLEET MAINTENANCE MANAGER)
5. JAY BRUNELLE (DRIVER SAFETY COMPLIANCE MANAGER - SOUTH)
6. STEVE PILZ (DRIVER SAFETY COMPLIANCE MANAGER - NORTH)
7. JOSH WIGGIN (TSUI FLEET OPERATIONS MANAGER)
8. FRANCES MENDEZ (ASSISTANT TSUI OPERATIONS MANAGER)
9. JIM LAFRENIERE (TSU OPERATIONS MANAGER)
10. TODD TUCKER (VICE PRESIDENT OF OPERATIONS - SECURITY)

WORK (912) 267-6064, CELL (850) 212-6858
 WORK (772) 242-9727, CELL (309) 213-4936
 WORK (941) 803-4581, CELL (941) 993-2548
 WORK (912) 267-9590, CELL (912) 571-0704
 CELL (413) 222-5440
 CELL (904) 718-4254
 WORK (786) 623-6457, CELL (904) 465-2566
 WORK (786) 646-2840, CELL (386) 334-6992
 WORK (305) 894-4173, CELL (305) 491-3430
 WORK (786) 522-0200, CELL (903) 987-3248

US TSA's TRANSPORTATION SECURITY COORDINATION CENTER:

(703) 563-3236 OR 3237

BRANCHES:

<u>MIAMI, FL</u> (305) 888-2623	
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JESUS CARPHUAPOMA	CELL # (786) 712-2254
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WALTER CIECWIERSZ	CELL # (201) 993-3536
BILL ESTERLINE	CELL # (772) 469-6735
<u>MANATEE, FL</u>	
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CARLOS PENA	CELL # (863) 595-5433
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JANET DAVIS	CELL # (813) 436-6362
<u>BRUNSWICK, GA</u> (912) 267-9470	
WILLIAM WARE	CELL # (502) 333-8059
MUSTAFA HUDSON	CELL # (912) 230-6003
CHARITY BREWER	CELL # (912) 230-8680
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LISA DALE	CELL # (770) 769-6528
<u>ELLISVILLE, MS (AND MOBILE, AL)</u> (601) 477-2550	
BOB BOYKIN	CELL # (601) 678-8275
TIGRAN ARMSTRONG	CELL # (601) 554-6582
LISA DALE	CELL # (770) 769-6528

	SAFETY POLICY	
	SERIES: 700	PROCEDURE: 700
ALLIED UNIVERSAL CORPORATION		
SUBJECT: SAFETY PROGRAM POLICY		
ISSUED BY: REGULATORY AFFAIRS MANAGER APPROVED BY: OPERATIONS DEPARTMENT		LAST MODIFIED: December 2015
SAFETY EQUIPMENT REQUIRED: None		FORMS REQUIRED: • Officer Risk Policy Commitment

700.0 SAFETY PROGRAM POLICY

PURPOSE: Establishment of a workplace safety program involving management and employees.

SCOPE: A clear definition of management's commitment to providing the employees with a safe and healthful work environment and to comply with various occupational safety and health regulations.

700.1 Management Commitment

Allied Universal Corporation (AUC) is committed to conducting its business activities and operations in a manner which provides a safe environment for its employees and visitors. Senior management has pledge to manage the business by continuously improving upon the responsible distribution of the chemicals in a safe and secure manner. This pledge is posted at each plant office.

As part of the company's pledge, management and employees will be actively involved in establishing and maintaining an effective workplace safety and security program, which will include at a minimum:

1. Identifying current safety and security regulations and issues.
2. Identify the skills, knowledge, personal protective equipment and training necessary to perform a job.
3. Providing safety and health education, security policy and procedures, and job function specific training to new employees.
4. Providing safety and health education, security policy and procedures, and training and retraining for employees and outside contractors.
5. Assuring that all personnel in safety critical jobs are fit for duty and not compromised by external influences.
6. Establishing and promoting employee participation in improving and maintaining safe working conditions.
7. Writing, reviewing, and updating workplace safety and security policies and procedures.
8. Writing, reviewing, and updating workplace operating policies and procedures.
10. Investigate, record, maintain and control all workplace-related accidents, vehicle accidents, chemical as well as security incidents.
11. Conduct internal inspections to confirm that all safety and security operating procedures are being implemented and followed.
12. Establishing and implementing disciplinary procedures for employees or outside contractors whom willfully or repeatedly violate company policies and procedures.
13. Establishing and maintaining a process safety management and risk management program as well as facility security programs as applicable.



SAFETY POLICY

ALLIED UNIVERSAL CORPORATION

CONTINUATION

SERIES:

700

PROCEDURE:

700

14. Implementing the *National Association of Chemical Distributors Codes of Responsible Distribution*, and abiding by the *Chlorine Institute Member Safety and Security Commitment*.
15. Maintain a state of readiness for all chemical and security emergencies.
16. Proper disposal of all waste products in accordance to the Federal, State and local laws.
17. Proper operations per the parameters of various air, water, industrial waste and other environmental permits.
18. Proper testing of packages and packaging of hazardous material goods per the requirements of the US DOT PHMSA.
19. Timely review and response to all documented employee safety suggestions.
20. Assure that all safety critical equipment complies and is maintained according to good engineering practices.

700.2 Responsibilities

700.2.1 Employee Safety Responsibilities

Each employee is responsible for performing job tasks in a safe manner, following the specified job task procedure and wearing the required personal protective equipment. It is the policy of AUC that all employees report unsafe work conditions. AUC employees may refuse to perform work tasks if the work is considered unsafe or for which they have not received proper training. Employees must report all accidents, injuries, and unsafe work conditions to their Supervisors, Assistant Branch and/or Branch Manager immediately. No such report to Management will result in retaliation, penalty, or other disincentive.

Employee recommendations to improve safety and health conditions in the workplace will be given thorough consideration by our Management team. Management will give top priority to recommendations and provide financial reserves to correct unsafe conditions in the facilities.

Manuals, containing workplace policies and procedures as well as hazardous communication, will be provided to all employees at a location in the facility accessible by all employees. Management encourages each employee to read and review these manuals to gain a better understanding of the chemicals the employees handle.

700.2.2 Management Safety Responsibilities

The primary responsibility for the coordination, implementation and maintenance of the AUC's Safety Program has been assigned to the Operations Departments.

The Regulatory Affairs Manager is charged with direct oversight of these programs, except for those related to waste disposal, environmental permitting and reporting. Additional responsibilities and issues include regulatory monitoring and Management of the Process Safety Management, Risk Management, Emergency Preparedness and Respiratory Protection Program. The Manager is tasked with the investigation of all occupational injuries and illnesses, and is responsible for the general oversight of the employee training program (however, the actual implementation and administering of the occupational and vehicle accident investigation and training program is handled by the Risk Management Specialist).

 SAFETY POLICY ALLIED UNIVERSAL CORPORATION CONTINUATION	SERIES: 700	PROCEDURE: 700
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The Branch Manager, under the supervision of the Regional Operations Managers, and his or her designees are responsible for safety at the Branch level. Responsibilities include, but are not limited to:

- Employee orientation and training;
- Communication and enforcement of safety and operational policies and procedures;
- Branch maintenance, including the maintenance of various operational equipment and proper housekeeping;
- Emergency preparedness, including the readiness of emergency equipment and training for emergency and first aid responders;
- Conducting an accident investigation for all occupational, vehicle and chemical accidents; and,
- Site security.

2022 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# 183054

Entity Name: ALLIED UNIVERSAL CORP.

Current Principal Place of Business:

3901 NW 115 AVENUE
MIAMI, FL 33178

Current Mailing Address:

3901 NW 115 AVENUE
MIAMI, FL 33178 US

FEI Number: 59-0776285

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

NAMOFF, ROBERT
3901 NW 115 AVENUE
MIAMI, FL 33178 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

Officer/Director Detail :

Title CD
Name NAMOFF, ROBERT
Address 3901 NW 115 AVENUE
City-State-Zip: MIAMI FL 33178

Title PD
Name PALMER, JAMES
Address 3901 NW 115 AVE.
City-State-Zip: MIAMI FL 33178

Title T
Name KOVEN, MICHAEL
Address 3901 NW 115 AVE.
City-State-Zip: MIAMI FL 33178

Title VPD
Name RUBIN, RONALD
Address 3901 NW 115 AVENUE
City-State-Zip: MIAMI FL 33178

Title DIRECTOR, VP
Name NAMOFF, GREGORY
Address 3901 NW 115 AVENUE
City-State-Zip: MIAMI FL 33178

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 an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: MICHAEL KOVEN

TREASURER

03/18/2022

Electronic Signature of Signing Officer/Director Detail

Date



2021 - 2022

St. Lucie County Local Business Tax Receipt

Facilities or machines # Rooms # Seats # Employees #6 Receipt #5000-00980030
Type of business 5000 MISC WHOLESALE (BLEACH Expires SEPTEMBER 30, 2022
MANUFACTURER & DISTRIBUTOR)

DBA name Business Allied Universal Corp
Mailing address: Allied Universal Corporation Business location: 9501 Rangeline Rd
Attn: Neosotis Martinez Port Saint Lucie, FL 34987
3901 NW 115th Ave
Miami, FL 33178

RENEWAL St Lucie County
Original tax: \$27.55
Penalty:
Collection cost:
Total: \$27.55 Paid 10/05/2021 27.55 0000-20211005-001654
Effective Date 09/28/2021

Law requires this Local Business Tax Receipt to be displayed conspicuously at the place of business in such a manner that it can be open to the view of the public and subject to inspection by all duly authorized officers of the county. Upon failure to do so, the local business taxpayer shall be subject to the payment of another Local Business Tax for the same business, profession or occupation.

Pursuant to Florida law, all Local Business Tax Receipts shall be sold by the Tax Collector beginning July 1 of each year and shall expire on September 30 of the succeeding year. Those Local Business Tax Receipts renewed beginning October 1 shall be delinquent and subject to a delinquency penalty of 10 percent for the month of October. An additional 5 percent penalty for each month of delinquency is added until paid, provided that the total delinquency penalty shall not exceed 25 percent of the Local Business Tax for the delinquent establishment.

In addition to the penalty, the Tax Collector is entitled to a collection fee of \$1 to \$5. This fee is based on the amount of Local Business Tax, which will be collected from delinquent taxpayers after September 30 of the business year.

This receipt is a Local Business Tax only. It does not permit the local business taxpayer to violate any existing regulatory or zoning laws of the state, county or city. It also does not exempt the local business taxpayer from any other taxes, licenses or permits that may be required by law.

Pursuant to Florida law, Local Business Taxes are subject to change.

Allied Universal Corporation
Attn: Neosotis Martinez
3901 NW 115th Ave
Miami, FL 33178

Local Business Tax Receipt

Miami-Dade County, State of Florida

-THIS IS NOT A BILL - DO NOT PAY

LBT

4513280

BUSINESS NAME/LOCATION

ALLIED UNIVERSAL CORP
3901 NW 115TH AVE
DORAL FL 33178

RECEIPT NO.

RENEWAL
4711819

EXPIRES

SEPTEMBER 30, 2022

Must be displayed at place of business
Pursuant to County Code
Chapter 8A - Art. 9 & 10



OWNER

ALLIED UNIVERSAL CORP

SEC. TYPE OF BUSINESS

207 ADMIN OFFICE/OPERATION CTR

**PAYMENT RECEIVED
BY TAX COLLECTOR**

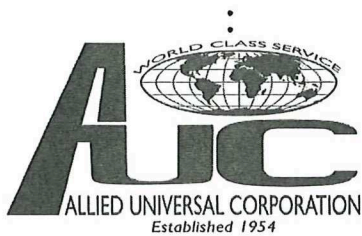
\$148.50 11/15/2021
FPPU06-22-001118

Employee(s) 30

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276.

For more information, visit www.miamidade.gov/taxcollector



Headquarters
3901 NW 115th Avenue
Miami, Florida 33178
305-888-2623 office
305-885-4671 fax

July 12, 2022

RE: Company Financial Information

Allied Universal is a privately held corporation providing high quality water treatment chemicals for over 66 years. The company has provided bank and trade references (see attached) to demonstrate its financial capability and stability because we do not release or disclose financial statements.

Very truly yours,

ALLIED UNIVERSAL CORPORATION



Cristhianne Munguia
Bid Coordinator

8350 NW 93 Street
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AUC Medley- 305-888-2623

9501 Rangeline Road
Ft. Pierce, Florida 34987
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CFI Tampa - 813-832-4868

14770 Old Saint Augustine Road
Jacksonville, FL 32207
AUC Jacksonville- 904-619-6180

30 Neil Gunn Drive
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AUC Brunswick - 912-267-9470

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Palmetto, Florida 34221 Pg 140
ANT 2 Manatee - 941-803-4457



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305-888-2623 office
305-885-4671 fax

COMPANY INFORMATION

CHIEF EXECUTIVE OFFICER/PRESIDENT:	JIM PALMER	
ACCOUNTS PAYABLE MANAGER:	SORAYA GARCIA	CHIEF FINANCIAL OFFICER: MIKE KOVEN

ESTABLISHED 1953 - PRIVATE CORPORATION

TRADE REFERENCES:

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KEVIN WAGNER
ACCT #: 075049 OR 081594
1310 CENTRAL FL PARKWAY
ORLANDO, FL 32837
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INEOS CALABRIAN CORP
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CKS PACKAGING INC
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CHEM-TAINER IND, INC
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(631) 661-8300 EXT 1625

BANK:

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WESTON, FLORIDA 33331
CONTACT: MICHAEL C. WALKER
MICHAELWALKER@SYNOVUS.COM
(954) 984-3331
(954) 389-3120 FAX

FEDERAL ID #: 59-0776285	DUN & BRADSTREET #: 004134623	SALES TAX #: 80-8012429723-6
-----------------------------	----------------------------------	---------------------------------

3901 NW 115 Avenue
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Jacksonville, FL 32207
904-619-6180



Headquarters
3901 NW 115th Avenue
Miami, Florida 33178
305-888-2623 office
305-885-4671 fax

CLAIMS, MEDIATIONS AND LITIGATION – CONTRACT DISPUTES WITHIN 5 YEARS

Allied Universal Corp. v. Jeffrey Given, Miami Dade Circuit Court Case No. 16-008292-CA-01 (Div. 25); Claims asserted by Allied against former employee for damages and injunctive relief based upon former employee's breach of employment/non-compete agreement. Court decision and injunction in favor of Allied.

Allied Universal Corp. v. Edwards Fiberglass, Inc., Miami Dade Circuit Court Case No. 16-002136-CA-01. Breach of warranty claim by Allied against Edwards based on Edwards' failure to properly install/repair certain Allied storage tanks. Case amicably settled by repairs to tanks.

Miami Seaquarium v. Allied Universal Corp. Mediation. Miami Seaquarium claimed damages arising from a February 16, 2015 bleach spill on its premises. Allied contended that the alleged damages were caused by improper Seaquarium equipment and operating procedures. The claim was amicably resolved via a confidential, mediated settlement agreement.

Allied Universal Corp. v. Malibu Pools Services, Inc., Miami Dade Circuit Court Case No. 16-017850. Allied sued to collect on a long-overdue pool store account. Judgment was entered in favor of Allied and Malibu paid and satisfied the judgment.

Allied Universal Corp. V. DDH Ventures, Inc., Miami-Dade Circuit Court Case No. 16-024697. Allied sued to collect on a long-overdue pool store account. The case was amicably settled by payment to Allied and dismissed shortly after being filed.

Chemical Formulators, Inc., et. al. adv. Viper Ventures, Hillsborough County Circuit Court Case No. 11-CA 014623. In 2011, Viper Ventures filed this action against Allied's affiliate, Chemical Formulators, Inc. ("CFI") seeking to cancel a 1996 Port Agreement and easements relating to CFI's use of Viper Ventures' dock. In October 2018 the court ruled in favor of Allied's affiliate, CFI. Viper has filed an appeal to the Second District Court of Appeal, which remains pending.

Allied New Technologies 2, Inc. v. Tropical Roofing and Unicoat, Broward County Circuit Court Case No. 19 009566. Allied's affiliate, Allied New Technologies 2, Inc. filed suit to enforce a 10-year roof coating warranty that Allied purchased from Tropical Roofing and Unicoat. Allied voluntarily dismissed the case in January 2020. There was no court decision, mediation or settlement.

Allied Universal Corp. v Ryan Herco/Georg Fischer. Claim asserted, but no litigation or mediation. Allied asserted a claim for damages arising from certain defective flow meters manufactured by Fischer, which Allied purchased through Ryan Herco. In November 2018 Fischer confirmed that the meters were defective and recalled them. Allied's claim was amicably resolved by a confidential payment to Allied.

8350 NW 93 Street
Miami, Florida 33166
AUC Medley- 305-888-2623

9501 Rangeline Road
Ft. Pierce, Florida 34987
AUC Ft. Pierce- 772-464-6195

5215 W. Tyson Avenue
Tampa, Florida 33611
CFI Tampa - 813-832-4868

14770 Old Saint Augustine Road
Jacksonville, FL 32207
AUC Jacksonville- 904-619-6180

30 Neil Gunn Drive
Ellisville, MS 39437
AUC Ellisville - 601-477-2550

204 SCM Road
Brunswick, GA 31525
AUC Brunswick - 912-267-9470

9545 Rangeline Road
Ft. Pierce, Florida 34987
ANT 1 Ft. Pierce - 772-464-6195

2815 Inland Transport St.
Palmetto, Florida 34221 Pg 142
ANT 2 Manatee - 941-803-4457

June 23, 2022

Allied Universal Corporation – COVID-19

Page 2

Emery Bryant v. Allied Universal. Claim asserted but no litigation or mediation. Claimant alleges that he sustained injuries when several empty drums broke loose from a Company pickup truck near Ranger, Georgia and one of the drums struck claimant's vehicle. Company's investigation is ongoing and Company's insurer is in settlement discussions with claimant.

Request for Taxpayer Identification Number and Certification

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

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

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

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

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

☐ Individual/sole proprietor or single-member LLC

☒ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

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

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

☐ Other (see instructions) ►

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

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

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

5 Address (number, street, and apt. or suite no.) See instructions.
3901 NW 115TH AVE

6 City, state, and ZIP code
MIAMI, FLORIDA 33178

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

			-				-				
--	--	--	---	--	--	--	---	--	--	--	--

or

Employer identification number

5	9	-	0	7	7	6	2	8	5
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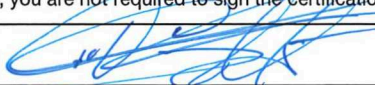
Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here

Signature of U.S. person ► 

Date ► July 12, 2022

General Instructions

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

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

Purpose of Form

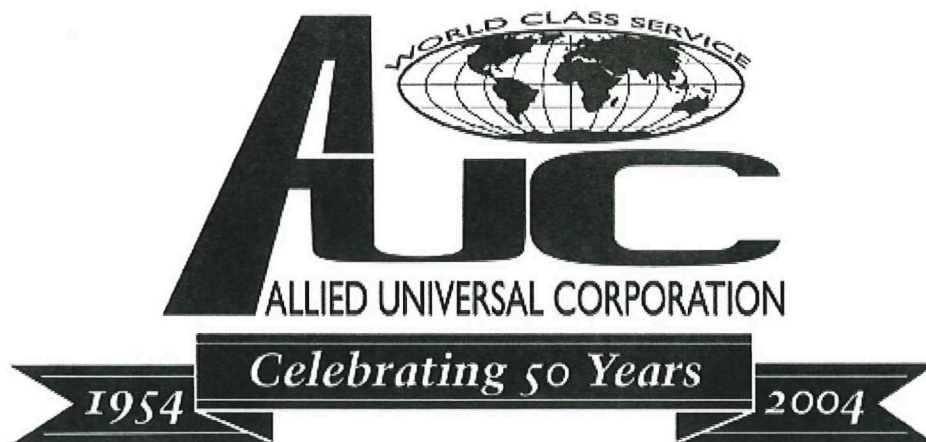
An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number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

- Form 1099-INT (interest earned or paid)

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

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

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



DRUG FREE WORKPLACE

As a part of our commitment to safeguard the health of our employees, to provide a safe place for the employees to work, and to promote a drug-free community, this Employer has established this policy on the use or abuse of alcohol and drugs by our employees. Substance abuse, while at work or otherwise, seriously endangers the safety of employees, as well as the general public, and creates a variety of workplace problems including increased injuries on the job, increased absenteeism, increased health care and benefit costs, increased theft, decreased morale, decreased productivity, and a general decline in the quality of products and services provided. We have established this policy to detect and remove abusers of drugs and alcohol. This policy is set up pursuant to the Drug Free Workplace Program under Florida, Georgia, Arkansas, and Mississippi laws. The following State and Administrative Codes will apply:

1. Florida (FL) Florida Statutes, 440.101 and 440.102 Fla.Adm.Code, Chapter 59A-24
2. Georgia (GA) Ga. Code Ann 34-9-410 to 421; GA. Code Ann 33-9-40, . Code Ann 50-24-1 to 50-24-6, GA. Code Ann 34-9-17, GA. Code Ann 34-8-194
3. Arkansas (AR) Arkansas's Workers' Compensation Rule 36. Code of Arkansas, 11-9-102(5)(B), 1999 Ark. Acts 1552, ARK. Code Ann. 11-10-5149 (b)
4. Mississippi (MS) Drug and Alcohol Testing Statute, Title 71, Chapter 3 & 71-7-1 to 71-7-33. Miss. Code. Ann 71-3-7 Miss Code. Ann 71-3-201 to 71-3-225.

It is also our policy to prevent the use and or presence of these substances in the workplace and to assist employees in overcoming any dependence on drugs and or alcohol in accordance with the following guidelines.

Scope

All employees are covered by this policy and as a condition of employment, are required to abide by the terms of this policy. Because of state or federal laws and regulations, certain employees may be subject to additional requirements.

Drug and Alcohol Use Prohibitions

1. The use, sale, purchase, possession, manufacture, distribution, or dispensation of illegal drugs or alcohol on this Employer's Property or premises is against Employer policy and is cause for immediate termination of employment.
2. It is also against Employer policy to report to work under the influence of illegal drugs or alcohol. This policy includes legal Prescription drugs, which create an unsafe mental or physical state. Employees who violate this policy are subject to immediate termination.
3. For the purpose of this policy, an employee is presumed to be under the influence of drugs or alcohol if a breath, Urine test, blood test, hair test, or other accepted testing procedure shows a forensically acceptable positive quantity of proof of drug or alcohol usage.
4. Prescription drugs may also affect the safety of the employee or fellow employees or members of the public. Therefore, any employee who is taking a prescription drug, which might impair safety, performance, or any motor functions must advise his supervisor before reporting to work under such medication. A failure to do so may result in disciplinary action. If this employer determines that such use does not pose a safety risk, the employee will be permitted to work.
If it is determined that prescription drugs impairs the employee's ability to safely or effectively perform his or her job, this Employer may temporarily reassign the employee or grant a leave of absence during the period of treatment. Improper use of "prescription drugs" is prohibited and may result in disciplinary action such as suspension, or termination. Prescription medication must be kept in its original container if such medication is taken during working hours or on Employer property.
5. Refusal to submit to or efforts to tamper with or adulterate a drug or alcohol test will result in termination of employment.
6. This Employer may suspend employees without pay under this policy pending the results of a drug test or investigation.

Legal Drug

Includes prescribed drugs and over-the-counter medications, which have been legally obtained and are being used solely for the purpose of which they were prescribed for that individual.

Illegal Drug

Any drug: (a), which is not legally obtainable; (b), which may be legally obtainable but has not been legally obtained; or (c), which is being used in a manner or for a purpose other than as prescribed.

A. TESTING

Post-Offer Job Applicant Screening

The Company will conduct post-offer drug tests designed to prevent the hiring of individuals who use illegal drugs or abuse prescription medications. If a job applicant refuses to submit to the required drug test, tampers with or adulterates a drug test specimen or has confirmed positive drug test results; he or she forfeits his or her eligibility for employment and may not reapply for employment for a minimum of 180 days.

B. Current Employee Screening

This company will conduct drug and or alcohol screens, as outlined in this policy, to identify employees who use illegal drugs or abuse alcohol, etc., either on or off the job. It shall be condition of continued employment that all employees submit to a drug and or alcohol screen in accordance with the provisions listed below.

1. Reasonable Suspicion Testing

“Reasonable suspicion testing” means drug and or alcohol testing based on an employer’s belief that an employee is using or has used drugs in violation of the employer’s policy, drawn from specific visual or verbal facts that would lead a reasonable person, without any medical training but normal life experiences, to conclude the possibility of drug and or alcohol use. Reasonable suspension must be reported to management and human resources to assist in the decision for testing.

Whenever possible, the supervisor who is suspicious of an employee’s behavior should have the suspicious behavior confirmed by another supervisor or manager before requiring the employee to be tested. Employees who refuse to be tested will be terminated.

If there is reasonable suspicion that an employee is under the influence of drugs and or alcohol, the employee will be required to undergo drug and or alcohol testing at a laboratory chosen by the company.

Occurrences that may be indicators of substance abuse and are considered grounds for reasonable suspicion are:

- a. Observable phenomena while at work, such as directed observation of drug use or of the physical symptoms or manifestations of being under the influence of a drug.
- b. Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.
- c. Report of drug use, provided by a reliable and credible source for investigative purposes.
- d. Evidence that an individual has tampered with a drug test during his employment with the current employer.
- e. Information that an employee has caused, contributed to or been involved in an accident while at work.
- f. Evidence that an employee has used, possessed, sold, solicited, or transferred drugs while working or while on the employer's premises or while operating the employer's vehicle, machinery, or equipment.

Employees of Allied Universal Corporation must use a state drug testing form AKA forensic drug testing form. Forms will be provided at the company location, lab or other testing facility.

If an employee is arrested for or convicted of a drug-related crime, this company will investigate all of the circumstances, and company officials may utilize the drug-testing procedure if cause is established by the investigation. An arrest for a drug-related crime constitutes reasonable suspicion of drug use under this policy. As a condition of employment, an employee must notify the company's manager of Human Resources of any criminal drug statue arrest or conviction within five (5) days of such arrest or conviction.

2. Accident and Injury Procedures

Any employee involved in a work-related accident, which requires medical treatment, above and beyond first aid, must first receive treatment at a medical facility authorized by the employer unless an emergency. The employee must then submit to a post-accident drug screen. The employee must report for testing to the designated collection site within 24 hours of the accident. If the drug and or alcohol collection is not performed following treatment; the failure will be considered a refusal to test, resulting in immediate termination. The Manager or Human Resources is responsible to request the drug test, if the employee is incoherent.

Employees of Allied Universal Corporation use a state drug testing form AKA forensic drug testing form. Workers compensation accidents and incidents require the state drug testing form. Forms will be provided at the location, lab or other testing facility.

3. Routine Fitness-for-duty

The company will require an employee to submit to a drug test *IF* the test is conducted as part of a routinely scheduled employee fitness-for-duty medical examination that is

part of the company's established policy *OR* that is scheduled routinely for all members of an employment classification or group.

Employees of Allied Universal Corporation must use a state drug testing form AKA forensic drug testing form. Forms will be provided at the location, lab or other testing facility. (Do not use the federal DOT form)

4. Return to Work and Follow-up drug testing

Any employee who enters an employee assistance program for drug-related problems, or an alcohol/drug rehabilitation program, will be required to submit to a return to work drug and / or alcohol test as a follow up to such program. Follow-up testing will be conducted at least once a year for a two (2) year period following the employee's completion of the program. The Company shall not provide the employee with advance notice of the dates of the follow-up testing.

Employees of Allied Universal Corporation must be tested using the State Drug Custody Form or AKA forensic drug testing custody and control form

C. Random Testing

This company may conduct random drug testing, as permitted under State law. A third-party company designated by this company will generate a computerized random list of employees who can be required to submit to a random drug screen. When an employee is chosen for a random drug screen, their name automatically returns to the pool for future random tests. Any manager, who has been informed that an employee under his supervision must submit to a random drug test, must arrange for the employee to submit to such test within twenty-four (24) hours.

An employee, who is notified by his/her manager that he/she has been selected for a random drug test, must report for such test within one (1) hour of such notification. Absent extraordinary unforeseen circumstances, an employee who fails to report for his/her test within the one (1) hour period shall be deemed to have refused to submit to a required drug test.

Employees that are employed by Allied Universal Corporation must use the state custody testing form AKA forensic testing form. The location, laboratory, or other testing facility will provide forms.

D. Basis for Discipline or Termination

1. Illegal Drug Use and Alcohol Abuse

Any employee who has a confirmed positive drug and or alcohol test, as listed below, will be subject to immediate termination of employment.

Table of Positive Drug Levels
Drug to Be Tested For:

	Drug	Initial	Confirmation	Drug	Initial	Confirmation
Florida	Alcohol (blood)	.04 g/dl	.04g/dl	Barbiturates	300 ng/ml	150 ng/ml
Georgia	Alcohol	.08 g/dl	.08 g/dl	Benzodiazepines	300 ng/ml	150 ng/ml
	(blood and breath)	.04 g/Dl	.04g/dl	Methaqualone	300 ng/ml	150 ng/ml
Arkansas	Alcohol	.04 g/dl	.04 g/dl			
	(blood and breath)					
Miss.	Alcohol	.04 g/dl	.04 g/dl	Methadone	300mg/ml	150 ng/ml
	Amphetamines	1,000 ng/ml	500 ng/ml	Propoxyphene	300 ng/ml	150 ng/ml
	Cannabinoids	50 bg/ml	5 ng/ml	Phencyclidine	25 ng/ml	25 ng/ml
	Cocaine	300 ng/ml	150 bg/ml	Opiates	2000 ng/ml	2000 ng/ml
Under various circumstances a blood test could be performed; ex; serious accident or death involved.						

Any employee who has a confirmed positive drug and or alcohol test may forfeit eligibility for medical and indemnity benefits under this State's Worker's Compensation State Law and may also forfeit unemployment benefits, under State law.

2. Refusal to Test

Any employee who refuses to submit to a required drug and or alcohol test will be subject to immediate termination of employment. A tampered with or an adulterated drug and or alcohol specimen, will be considered a refusal to test, resulting in termination of employment. Any employee who refuses to test, tampers with or adulterates a drug and or alcohol specimen, will automatically forfeit eligibility for medical and indemnity benefits, under this States Worker's Compensation Law and will also forfeit unemployment benefits under State Law.

E. Confidentiality

1. All information, interviews, reports, statement memoranda and drug test results, written or otherwise, received by the employer through a drug-testing program are confidential communications. Results may not be used or received in evidence, unless obtained in discovery or by subpoena, or disclosed in any public or private proceedings, except in accordance with this Rule. The information and results may be used in determining compensability under State law.

2. Employers, testing laboratories, employee assistance programs, drug and alcohol rehabilitation programs and their agents who receive or have access to information concerning drug test results shall keep all information confidential. Release of such information under any other circumstances shall be solely pursuant to a written consent form signed voluntarily by the person tested, unless such release is compelled by a hearing officer or a court of competent jurisdiction, in pursuant to an appeal taken under this section, or unless deemed appropriate by a professional licensing board in related disciplinary proceedings.
3. Information on drug test results shall not be released or used in any criminal proceeding against the employee or job applicant. Information released contrary to this section shall be inadmissible as evidence in any such criminal proceeding.
4. Nothing herein shall be construed to prohibit the employer, agent of the employer, or laboratory conducting a drug test from having access to employee drug test information when consulting with legal counsel in connection with actions brought under or related to this section or when the information is relevant to the company or its agents defense in a civil or administrative matter.

F. Prescription and Non-Prescription Medications:

The company will provide a standard form for the employee to confidentially report the use of prescription or non-prescription medications to the Medical review Officer both prior to and after the drug or alcohol test.

No prescription drug shall be brought upon the premises by any person other than the person for whom the drug is prescribed by a licensed medical practitioner, and shall be used only in the manner so prescribed. Employees must keep all such prescription medicines in the original container, which identifies the date of the prescription and the prescribing physician. Employees should report the use of any prescribed medication to the immediate manager or human resources, which may alter the employee's physical or mental ability, prior to commencing work. This company retains the right to change the employee's job assignment during the term of treatment.

G. Drugs To Be Tested For: Common and Chemical Name

Over-the-counter and prescription drugs, which could alter or affect the outcome of a drug test:

ALCOHOL: (booze, drink, beer, liquor, wine, moonshine) All liquid medications containing ethyl alcohol (ethanol). Please read the label for alcohol content. As an example, Vick's Nyquil is 10% (20 proof) thyl alcohol, Comtrex is 20% (40 proof) and Listerine is 26.9% (54 %) proof.

AMPHETAMINES: (bennies, black beauties, crystal, speed, uppers, crank) Obetrol, Biphetamine, Desoxyn, Dexedrine, Direx.

CANNABINOIDS: (marijuana, hashish, maryjane, grass, reefer, pot, dope, etc) Marinol (Dronabinol, TEC).

COCAINE: (Coke, crack, blow, nose candy, toot, snow) Cocaine HCl topical Solution (Roxanne)

PHENCYCLIDINE: (PCP, angel dust) Not legal by prescription.

METHAQUALONE: (ludes, qualude, optimil, parest) Not legal by prescription.

OPIATES: (heroin, horse, smack, powder) Paregoric, Prepectolin, Donnagel PG, Morphine, Tylenol with Codene, Empirin with Codeine, APAP with Codeine, Aspirin with Codeine, Robitussin AC, Guituss AC, Novahistine DM, Novahistine, Expectorant, Dilaudid (Hydromorphone), M-S Contin and Roxanol (morphine and sulfate), Percodan, Vicodin, etc.

BARBITURATES: (barbs, rainbows, downers, golfballs, reds, blues) Penobarbital, Tuinal, Amytal, Nembutal, Seconal, Lotusate, Fiorinal, Fioricet, Esgic, Butisol, Mebaral, Butabarbital, Butabital, Phrenilin, Triad, etc.

BENZODIAZEPHINES: Ativan, Azene, Clonopin, Dalmane, Diazepam, Librium, Xanax, Serax, Tranxene, Valium, Verstran, Halcoin, Paxipam, Restoril, and Centrax.

METHADONE: Dolphine, Methadose

PROPOXYPHENE: Darvocet, Darvon N, Dolene, etc.

This company must test for the minimum of drugs which is described as a five (5) panel test (amphetamines, opiates, cocaine, pc, cannabinoids), but is allowed to test up to all 10 drugs and alcohol, as listed above.

H. Challenge to Test Results

1. A requirement of a drug-free workplace program is that within five ¹working days after receiving notice of positive, confirmed test result, the employee must be allowed to submit information to the Medical Review Officer explaining or contesting the test results.² If the employee's explanation or challenge of the positive test result is unsatisfactory to the employer, the employee must be notified within fifteen days ³ that the explanation is unsatisfactory and be given a copy of the positive test results. All documentation shall be kept confidential by the employer and shall be retained by the employer for at least one year.
2. An employee or job applicant may undertake an administrative challenge by filing a claim for benefits with a Judge or Compensation Claims pursuant to State law, or if no workplace injury has occurred, the person must challenge the test result in a court of competent jurisdiction.

¹ In Mississippi - 10 days

² In Arkansas - 10 days

³ In Mississippi - 10 days

I. Employee's Responsibility

When an employee undertakes a challenge, it shall be the employee's responsibility to notify the medical review Officer and the sample shall be retained by the laboratory until the case is settled.

J. Laboratory Assistance

The Medical Review Officer, designated by this company, shall provide clinical/technical assistance to the employee for the purpose of interpreting positive, confirmed test results, which could have been caused by prescription or non-prescription medication taken, by the employee. Additionally, employees and job applicants have the right to consult the laboratory for technical information regarding prescription or non-prescription medication. **Refer to K**

K. Employee Protection

Upon implementation of a drug-free workplace program, the employer shall detail in writing, within seven (7) days after testing an employee who had exhibited suspicious behavior, the circumstances leading to a determination of reasonable suspicion of drug and or alcohol abuse to warrant the testing. A copy of this documentation shall be given to the employee upon request and the original documentation shall be kept and retained confidentially by the employer for at least one (1) year.

1. During the 180-day period ⁴ after written notification of a positive test result, the employee or job applicant who has provided the specimen shall be permitted by the employer to have a portion of the specimen re-tested at the employee's expense. Such re-testing shall be done at another SAMSHA licensed or NIDA approved laboratory chosen by the employee or job applicant. The second laboratory must test for equal or greater sensitivity for the drug in question. The first laboratory is responsible for the transfer of the portion of the sample to be re-tested, and for the integrity of the chain-of-custody during the transfer.
2. The testing laboratory may not disclose any information concerning the health or mental condition of the tested employee.
3. This company may not request or receive from any testing facility any information concerning the personal health, habits, or condition of the employee or job applicant, including the present or absence of HIV antibodies in that persons body fluids.
4. This company may not discharge, discipline, refuse to hire, discriminate against, or request or require rehabilitation of an employee or job applicant on the sole basis of a positive test result that has not been verified by a confirmation test. All

⁴ In Mississippi – 90-day period

initial positive results are automatically subject to a GC/MS confirmation test before any results are reported to the Medical Review Officer.

5. If an employee has not previously tested positive for drug use, entered an employee assistance program for drug-related problems, or entered a drug rehabilitation program, this company will not discharge, discipline, or otherwise discriminate against the employee solely because the employee, while under the employ of the employer, has voluntarily sought treatment for a drug-related problem.

L. SAMSHA and /or NIDA Certified Testing Laboratories and MRO

This company uses only SAMSHA certified testing laboratories and AAMROC Certified Medical Review Officers. For information concerning laboratories and medical review officer services, please contact: Total Compliance Network/ South Atlantic Testing Services, 3300 University Drive Suite 903, Coral Springs, Florida 33065. (954) 341-2525.

M. Drug Referral Services and Support Groups

1. **Alcohol Hot line: 1-800-ALCOHOL, 24-hour referral line for information on programs designed for alcoholics.**
2. **Cocaine Hot line: 1-800-COCAINE, 24-hour referral line for information on programs designed for cocaine abuse.**
3. **National Drug & Alcohol Treatment and Referral Hot line: 1-800-662-4357, confidential information on treatment, self-help, and support programs for drug users.**

Florida:

Transitions Counseling 1928 N.E. 154 th St. N. Miami Beach, Fl. 33162 1-800-626-1980	Tampa Metro Treatment Center 5202 East Busch Blvd. Tampa, Fl. 33617 813-980-3260	Columbia Lawnwood Pavilion 1870 North Lawnwood Circle Fort Plierce, Fl. 34950 561-466-1500	Operation Par 10901 -C Roosevelt Blvd Suite100 St. Petersburg, Fl. 33716 813-577-5812
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Arkansas:

Crittenden County Council 500 East Broadway Street West Memphis, AR 870-732-4017	St. Frances Behavioral Outreach 703 Calvin Avery Drive West Memphis, AR. 870-732-2300	Sober Living Incorporated 145 West Broadway Street Forrest City, AR 870-630-2105	Al-Anon Family Groups 1912 South Spring Street Little Rock, AR. 501-372-5234
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Mississippi:

Alcohol & Chemical Dependency 1220 Jefferson Street Laurel, MS 601-426-4337	Clearview Recovery Center 3 Clearview Circle Moselle, MS. 601-544-1499	Memorial Behavioral Health 100 South 20 th Avenue Hattiesburg, MS. 601-545-9300	Pine Belt Mental Health Care 820 South 28 th Avenue Hattiesburg, MS. 601-264-2111
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Georgia:

Coastal Addiction Counseling 3216 Shrine Road Brunswick, GA 912-262-1498	Gateway Drug & Alcohol 1609 Newcastle Street Brunswick, GA. 912-264-7340	Camp C. Annette Counseling Center 1 South Main Street Jasper, GA. 706-692-1018	Counseling Associates of N. GA 317 Grassdale Road Cartersville, GA 770-386-3777
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N. Training and Educational Requirements

- 1.** Florida-Educational material on substance Abuse will be provided to all employers. Supervisors of CDL licensed drivers must attend an annual training class on detecting, documenting and handling reasonable suspicion substance and alcohol abuse; 1 hour on substance abuse and 1 hour on alcohol abuse
- 2.** Arkansas, Mississippi – A 1-hour annual educational class on alcohol and substance abuse will be provided to all employees.
- 3.** Georgia – A 1-hour semi-annual educational class on alcohol and substance abuse will be provided to all employees.
- 4.** All Supervisors, including Supervisors of CDL drivers in Arkansas, Georgia and Mississippi must attend an annual training class on detecting, documenting and handling reasonable suspicion substance and alcohol abuse; 1 hour on substance abuse, 1 hour on alcohol abuse.

EDUCATIONAL MATERIAL ON SUBSTANCE ABUSE

WHAT IS SUBSTANCE ABUSE?

Substance abuse is the harmful and dangerous use of alcohol and or other drugs. It affects all types of workers; male and female, young and old, production workers, executives, supervisors, clerical workers, and maintenance personnel. Anyone can have a substance abuse problem. It can be prevented or treated by Substance Abuse Personnel. Alcohol and drugs may give the illusion of freeing you from the fears, responsibilities, and petty hassles of everyday life. It can destroy you physically and mentally. Most people abuse drugs and alcohol as an escape from other problems such as family problems, low self-esteem, financial worries and or feelings of inadequency.

Many of us enjoy an occasional social drink or take legal drugs under a doctor's supervision. That is okay as long as we don't overdo it and misuse the substances. Various people handle alcohol in different ways. It isn't necessarily how much you drink, it's what happens when you drink; how it affects your life and those around you. Besides harming your body and mind, most abused drugs are illegal. Buying and using them could result in arrest, fines or even jail! The typical reasons given for taking the express train to Utopia with drugs are it helps me relax, it heightens the senses, it expands the mind and or it makes me feel confident. The truth is, you can achieve these same feelings naturally without destroying your body and life. A "natural high" is legal. Hiding behind drugs or alcohol could lead to the biggest mistake of your life. Everyone pays for substance abuse. Abusers often have legal or health problems, conflicts at home, accidents on and off the job. Substance abuse destroys work performance, resulting in reduced productivity, motivation, quality of work and increased employee theft.

It is never too late or too soon to change a substance abuse problem. If you suspect that you have a problem, don't think that will go away if you ignore it. *It will only get worse.* The first thing you must do is accept the fact that abusing drugs and alcohol is like playing with fire – it can and will destroy the lives of people just like you everyday. Pushing yourself to the limit with drugs and alcohol will only destroy all that you hope to be. Talk to a close friend about your problem, if your friends keep telling you that you have a problem, listen to them and take a good look at yourself. Sometimes it's not easy to see ourselves clearly.

Many companies have employee assistance programs (EAP'S) that refer you to professionals and groups to help you with your problem. They also provided information about insurance coverage for treatment. These programs are **voluntary** and **confidential!** No one can make you go or hold it against you if you do go. Your company realizes that anyone who is willing to seek help deserves the company's support. Another sources for help is your pone book. Look in the yellow pages for Health Organizations, Social Services and Mental Health Organizations. Since substance abuse harms everyone, join with others to oppose it. Encourage those who need help to get it, at work or in the community. One of the most

effective ways to fight substance abuse at work is for employees to unite against it. Make it clear that alcohol or drug use on the job is absolutely unacceptable.

THE MOST ABUSED SUBSTANCES AND THEIR EFFECTS ARE:

ALCOHOL – Alcohol is legal, socially acceptable and inexpensive substance to use. Because it is accepted part of many occasions, it's hard to recognize when you cross the invisible line from social drinking and abusive drinking.

The following check list may help you determine if you have a drinking problem. **DO YOU:**

- **Lose time from work due to drinking?**
- **Have trouble sleeping?**
- **Feel easily frustrated?**
- **Blame others for your problems?**
- **Let family or job responsibilities slide?**
- **Find you have lost weight?**
- **Have violent mood swings.**
- **Want to drink in the morning?**
- **Drink to feel more confident or outgoing?**
- **Find you are overanxious or oversensitive?**
- **Drink alone?**
- **Forget what happened when you're drinking?**
- **Find your mind is not working quickly.**

If you drink regularly, answering "yes" to any of these questions could indicate that you have a drinking problem. *Admitting* that you have a problem is the first step. The best place to start solving it is by contacting Alcoholics Anonymous. An AA Group is as close as your phone book. **Alcohol** is a central nervous system depressant and is the most widely abused drug. About half of all auto accidents fatalities in this country are related to alcohol abuse.

Fact: A 12-ounce can of beer, a 5-ounce glass of wine and a 1 ½ ounce shot of hard liquor all contain about the same amount of alcohol. Coffee, cold showers and exercise do not quicken sobriety. Each one-half ounce of alcohol takes the average body about one hour to process. Alcohol first acts on those parts of the brain that affect self-control and other learned behaviors. Low self-control often leads to the aggressive behavior associated with some people who drink. In large doses, alcohol can dull sensation and impair muscular coordination, memory and judgment. Taken in larger quantities over a long period of time alcohol damages the liver and heart and can cause permanent brain damage. On the average heavy drinkers shorten their life span by about ten years. **Other Effects:**

- **Greatly impaired driving ability**
- **Impaired vision and judgment**
- **Lowering inhibitions**
- **Reduced coordination and reflex action**

- **Inability to divide attention**
- **Overindulgence (hangover) can cause** headaches, nausea, dehydration, unclear thinking, unsettled digestion and or aching muscles.

MARIJUANA - Marijuana is also known as “grass”, “pot”, “weed,” “Mary Jane”, “herb”, “a joint” and “a roach”, among the other street names.

FACT: While alcohol dissipates in a matter of hours, marijuana stays in the body for 28 days. Marijuana alters sense of time and reduces the ability to perform tasks requiring concentration, swift reactions and coordination. The drug has a significant effect on judgment, caution and sensory/motor abilities. **Other Effects:**

- **Increased pulse rate and blood pressure**
- **Altered sense of identity**
- **Dulling of attention**
- **Reduction or temporary loss of fertility**
- **Rapidly changing emotions and erratic behavior**
- **Impaired memory**
- **Hallucinations, fantasies and paranoia**

COCAINE - is a stimulant drug, which increases heart rate and blood pressure. As a powder, Cocaine is inhaled (snorted), ingested, or injected. It is known as “coke”, “snow”, “nose candy” and “lady”. Cocaine is also used in a free – base form known as “crack” or “the rock” which is smoked. It acquired its name from the popping sound heard when it is heated.

Fact: Many people think that because crack is smoked, it is “safer” than other forms of cocaine use. **IT IS NOT.** Crack cocaine is one of the most addictive substances known today. The crack “high” is reached in 4-6 seconds and lasts about 15 minutes. The most dangerous effects of crack are that it can cause vomiting, rapid heartbeat, tremors and convulsive movements. All of this muscle activity increases the demand for oxygen, which can result in a cocaine-induced heart attack. Since the heart-regulating center in the brain is also disrupted, dangerously high body temperature can occur. With high doses, brain functioning, breathing and heartbeat are depressed-leading to death.

Other Effects:

- **Impaired driving ability**
- **Reduced sense of humor**
- **Mood swings**
- **Heightened, but momentary, feeling of confidence, strength and endurance**
- **Paranoia, which can trigger mental disorders in users prone to mental instability**
- **Repeated sniffing/snorting results in irritation of the nostrils and nasal membrane.**

- **Compulsive behavior such as teeth grinding or repeated hand washing.**

AMPHETAMINES - are drugs that stimulate the central nervous system and promote a feeling of alertness and an increase in speech and general activity. Some common street names for amphetamines are “speed”, “uppers”, “black beauties”, “bennies”, “wake ups”, “football” and “dexies”.

Fact: People with a history of sustained low-dose use; quite often become dependent and believe they need the drug to get by. These users frequently keep taking amphetamines to avoid the down mood they experience when the high wears off. Even small, infrequent doses can produce toxic effects in some people. Restlessness, anxiety, mood swings, panic, heartbeat disturbances, paranoid thoughts, hallucinations, convulsions and coma have been reported.

Other Effects.

- **Loss of appetite**
- **Increased heart rate and blood pressure**
- **Exaggerated reflexes**
- **Perspiration, headaches and dizziness**
- **Irritability, anxiety, apprehension**
- **Difficulty in focusing eyes**
- **Distorted thinking**
- **Short term insomnia**

OPIATES - Opiates, including heroin, morphine, and codeine, are narcotics used to relieve pain and induce sleep. Common street names are “horse”, “hard stuff”, “M”, “brown sugar”, “Harry” and “Mr. H”.

Fact: Heroin, also called “junk” or “smack”, accounts for 90% of the narcotic abuse in this country. Sometimes narcotics found in medicines are abused. This includes pain relievers containing opium and cough syrups containing codeine. Heroin is illegal, and cannot even be obtained with a physician’s prescription. Most medical problems are caused by the uncertain dosage level, use of unsterile needles, contamination of the drug, or combination of a narcotic with other drugs. These dangers depend on the specific drug, its source and the way it is used.

Other Effects:

- **Reduced vision, impaired driving ability**
- **Constipation, decreased physical ability**
- **Change in sleeping habits, drowsiness followed by sleep**
- **Short-lived state of euphoria, possible death**

PHENCYCLIDINE (PCP) - also called “angel dust”, “rocket fuel”, “super kools” and “killer weed” was developed as a surgical anesthetic in the late 1950’s. Later due to its unusual side effects in humans, it was restricted to use as a veterinary anesthetic and tranquilizer.

FACT: *PCP* is very dangerous drug. It can produce violent and bizarre behavior even in people not otherwise prone to such behavior. More people die from accidents caused by erratic and unpredictable behavior produced by the drug than from the drug's direct effect on the body. *PCP* scrambles the brain's internal stimuli and alters how users see and deal with their environment. Routine activities like driving and walking become very difficult. Low doses of *PCP* produces a rush sometimes associated with a feeling of numbness. Increased doses produce an excited, confused state including any of the following: muscle rigidity, loss of concentration and memory, visual disturbances, delirium, feelings of isolation and convulsions. **Other Effects:**

- **Impaired driving ability**
- **Involuntary eye movement**
- **Drowsiness**
- **Perspiration**
- **Thick, slurred speech**
- **Repetitive speech patterns**
- **Blank stare**
- **Incomplete verbal responses**

COMBINATIONS OF DRUGS – The number of drug variations that can be made, mixed and distributed is almost unlimited. Combining drugs makes physical and mental effects unpredictable and often much more severe than if the same drugs were taken separately. Combining alcohol with depressants, cocaine, marijuana, etc. can be especially dangerous.

As long as there is a demand for drugs and alcohol there will be a supply, in ever-changing variations. The solution is preventing the demand for drugs and alcohol.

DISCLAIMER:

The information provided is for educational purposes only. The employee or applicant has the responsibility to consult with a physician or a trained professional regarding the use of drugs and programs for assistance.

Revised
February 1, 2002

Company ID Number: 122833

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Social Security Administration (SSA), the Department of Homeland Security (DHS) and **Allied Universal Corporation** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). E-Verify is a program in which the employment eligibility of all newly hired employees will be confirmed after the Employment Eligibility Verification Form (Form I-9) has been completed.

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).

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF THE SSA

1. Upon completion of the Form I-9 by the employee and the Employer, and provided the Employer complies with the requirements of this MOU, SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all newly hired employees and the employment authorization of U.S. citizens.
2. The SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. The SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. The SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by the 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).
4. SSA agrees to establish a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 3 Federal Government work days of the initial inquiry.

Company ID Number: 122833

5. SSA agrees to establish a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF THE DEPARTMENT OF HOMELAND SECURITY

1. Upon completion of the Form I-9 by the employee and the Employer and after SSA verifies the accuracy of SSA records for aliens through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct:

- Automated verification checks on newly hired alien employees by electronic means, and
- Photo verification checks (when available) on newly hired alien employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. 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 a manual (the E-Verify Manual) containing instructions on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify.. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. 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, and U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by alien employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of alien employment eligibility and for evaluation of the E-Verify program, 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 Immigration and Nationality Act and federal criminal laws, and to ensure accurate wage reports to the SSA.

7. DHS agrees to establish a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

Company ID Number: 122833

8. DHS agrees to establish a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide 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.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees.
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 regarding E-Verify.
3. The Employer agrees to become familiar with and comply with the E-Verify Manual.
4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.
 - A. The employer agrees that all employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.
 - B. Failure to complete a refresher tutorial will prevent the employer from continued use of the program.
5. The Employer agrees to comply with established Form I-9 procedures, with two exceptions:
 - 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 presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the 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 the Department with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.
6. The Employer understands that participation in E-Verify does not exempt the Employer from the 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, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a

Company ID Number: 122833

rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in compliance with the terms and conditions of E-Verify ; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$500 and \$1,000 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ any employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify Manual. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is 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. In all cases, the Employer must use the SSA verification procedures first, and use DHS verification procedures and photo screening tool only after the the SSA verification response has been given.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, support for any unlawful employment practice, or any other use not authorized by this MOU. The Employer must use E-Verify for all new employees and will not verify only certain employees selectively. The Employer agrees not to use E-Verify procedures for re-verification, or for employees hired before the date this MOU is in effect. The Employer understands that if the Employer uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and the immediate termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III.B. below) regarding tentative nonconfirmations, including notifying employees of the finding, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's 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 to verify work authorization, a tentative nonconfirmation, or the finding of

Company ID Number: 122833

a photo non-match, does not mean, and should not be interpreted as, an indication that the employee is not work authorized. In any of the cases listed above, the employee must be provided the opportunity to contest the finding, and if he or she does so, may not be terminated or suffer any adverse employment consequences 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 non-match, then the Employer can find the employee is not work authorized and take the appropriate action.

11. The Employer agrees to comply with section 274B of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify, discharging or refusing to hire eligible employees because they appear or sound "foreign", and premature termination of employees based upon tentative nonconfirmations, and that any violation of the unfair immigration-related employment practices provisions of the INA could subject the Employer to civil penalties pursuant to section 274B of the INA and 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 1-800-255-7688 or 1-800-237-2515 (TDD).

12. 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.

13. The Employer agrees that it will use the information it receives from the SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of newly-hired employees after completion of the Form I-9. 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.

14. The Employer acknowledges that the information which 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)), and that 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.

15. The Employer agrees to allow DHS and SSA, or their authorized agents or designees, to make periodic visits to the Employer for the purpose of reviewing E-Verify -related records, i.e., Forms I-9, SSA Transaction Records, and DHS verification records, which were created during the Employer's participation in the E-Verify Program. In addition, for the purpose of evaluating E-Verify, the Employer agrees to allow DHS and SSA or their authorized agents or designees, to interview it regarding its experience with E-Verify, to interview employees hired during E-Verify use concerning their experience with the pilot, and to make employment and E-Verify related records available to DHS and the SSA, or their designated agents or designees. Failure to comply with the terms of this paragraph may lead DHS to terminate the Employer's access to E-Verify.

ARTICLE III

**REFERRAL OF INDIVIDUALS TO THE SSA AND THE DEPARTMENT OF
HOMELAND SECURITY**

A. REFERRAL TO THE SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a referral letter and instruct the employee to visit an SSA office to resolve the discrepancy within 8 Federal Government work days. The Employer will make a second inquiry to the SSA database using E-Verify procedures on the date that is 10 Federal Government work days after the date of the referral in order to obtain confirmation, or final nonconfirmation, unless otherwise instructed by SSA or unless SSA determines that more than 10 days is necessary to resolve the tentative nonconfirmation..

4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO THE DEPARTMENT OF HOMELAND SECURITY

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. If the Employer finds a photo non-match for an alien who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when

Company ID Number: 122833

the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact the Department through its toll-free hotline within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. 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.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (furnished and paid for by DHS).

7. The Employer understands that if it cannot determine whether there is a photo match/non-match, the Employer is required to forward the employee's documentation to DHS by scanning and uploading, or by sending the document as described in the preceding paragraph, and resolving the case as specified by the Immigration Services Verifier at DHS who will determine the photo match or non-match.

ARTICLE IV

SERVICE PROVISIONS

The 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 the E-Verify System, an Employer will need a personal computer with Internet access.

ARTICLE V

PARTIES

This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify manual. Even

Company ID Number: 122833

without changes to E-Verify, the Department reserves the right to require employers to take mandatory refresher tutorials.

Termination by any party shall terminate the MOU as to all parties. The SSA or DHS may terminate this MOU without prior notice 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 procedures or legal requirements. 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 they may determine.

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.

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.

The employer understands that the fact of 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, Congressional oversight, E-Verify publicity and media inquiries, and responses to inquiries under the Freedom of Information Act (FOIA).

The foregoing constitutes the full agreement on this subject between the SSA, DHS, and the Employer.

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify Operations at 888-464-4218.

Employer Allied Universal Corporation

Andrea L Smith

Name (Please type or print)

Title

Electronically Signed

05/28/2008

Signature

Date

Department of Homeland Security – Verification Division

Company ID Number: 122833

USCIS Verification Division

Name (Please type or print)

Title

Electronically Signed

05/28/2008

Signature

Date

Company ID Number: 122833

**INFORMATION REQUIRED
FOR THE E-VERIFY PROGRAM**

Information relating to your Company:

Company Name: Allied Universal Corporation

Company Facility Address: 3901 NW 115 Avenue
Miami, FL 33178

Company Alternate Address: 3901 NW 115 Avenue
Miami, FL 33178

County or Parish: MIAMI-DADE

Employer Identification Number: 590776285

North American Industry
Classification Systems Code: 325

Parent Company: _____

Number of Employees: 100 to
499 Number of Sites Verified for: 8

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State.

• MISSISSIPPI	1 site(s)
• FLORIDA	4 site(s)
• ARKANSAS	1 site(s)
• GEORGIA	2 site(s)

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:	Tawana Houston	Fax Number:	(305) 392 - 5732
Telephone Number:	(305) 888 - 2623 ext. 131		
E-mail Address:	TawanaH@allieduniversal.com		
Name:	Irene Ham	Fax Number:	(305) 392 - 5732
Telephone Number:	(305) 888 - 2623 ext. 148		
E-mail Address:	IreneH@allieduniversal.com		
Name:	Andrea L. Smith		

Company ID Number: 122833

Telephone Number: (305) 888 - 2623 ext. 124
E-mail Address: AndreaS@allieduniversal.com

Fax Number: (305) 392 - 5732



ALLIUNI-01

TGARRIDO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/12/2021

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 Collinsworth, Alter, Fowler & French, LLC 15050 NW 79th Court Suite 200 Miami Lakes, FL 33016	CONTACT NAME: Teresa Garrido		
	PHONE (A/C, No, Ext): (305) 822-7800	FAX (A/C, No): (305) 362-2443	
	E-MAIL ADDRESS: tgarrido@caffllc.com		
INSURED Allied Universal Corp. 3901 NW 115 Avenue Miami, FL 33178	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Nautilus Ins Company		17370
	INSURER B: Great Divide Insurance Co		25224
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY	X		GLP202370314	8/31/2021	8/31/2022	EACH OCCURRENCE \$ 1,000,000
	☒ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	☒ Retro Date 1/12/1988						MED EXP (Any one person) \$ 25,000
	GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC						PERSONAL & ADV INJURY \$ 1,000,000
	OTHER:						GENERAL AGGREGATE \$ 3,000,000
							PRODUCTS - COMP/OP AGG \$ 3,000,000
B	AUTOMOBILE LIABILITY			BAP202370414	8/31/2021	8/31/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB ☒ OCCUR			FFX202370614	8/31/2021	8/31/2022	EACH OCCURRENCE \$ 4,000,000
	☒ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$ 4,000,000
	DED ☐ RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A					PER STATUTE ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Pollution Liability			SSP202370514	8/31/2021	8/31/2022	Ech Poll Condition** 1,000,000
A	Poll Retro 8/21/95			SSP202370514	8/31/2021	8/31/2022	Total Aggregate 3,000,000

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 with respect to general liability when required by written contract, in accordance with the policy terms, conditions, limitations and exclusions.

CERTIFICATE HOLDER

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/23/2022

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

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

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 9155 S. Dadeland Blvd. MIAMI FL 33156		CONTACT NAME: Lillie Alvarez PHONE (A/C, No, Ext): 561-998-6782 E-MAIL ADDRESS: Lillie_Alvarez@ajg.com FAX (A/C, No): 305-592-4049	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A : Granite State Insurance Company	
		INSURER B :	
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

INSURED
Allied Universal Corporation
3901 NW 115th Ave
Miami, FL 33178

ALLIUNI-03

COVERAGES**CERTIFICATE NUMBER:** 742182117**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A	039326857	6/30/2022	6/30/2023	X PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

City of Cocoa 65 Stone St Cocoa FL 32922 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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Finance Department, Purchasing
65 Stone Street • Cocoa, FL 32922
PHONE (321) 433-8844
www.CocoaFL.gov

CITY OF COCOA
AMENDMENT TO SERVICE AGREEMENT
1st AMENDMENT
Water and Wastewater Treatment Chemicals:
Quick Lime 3/8", 3/4" and 1/2" x 1/8" Rice
CONTRACT NO. B-25-01-BCPEPC-A

This FIRST Amendment to the Service Agreement for Water and Wastewater Treatment Chemical – Quicklime is made between the City of Cocoa and Carmeuse Lime and Stone, Inc., 11 Stanwix St., 21st Floor, Pittsburgh, PA 15222.

The agreement entered on September 10, 2024, is hereby amended to renew for the first renewal option for twelve (12) additional months at the rate of \$533.95/per ton for Quick Lime 3/8", 3/4" and 1/2" x 1/8" Rice (Minimum order Quantity for Delivery of 20 Tons) for with terms, and conditions commencing on October 1, 2025, and terminating on September 30, 2026.

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

CARMEUSE LIME AND STONE, INC.

CITY OF COCOA

By: JONATHAN BRIGHT
(Name) Printed

By: Stockton Whitten
(Name) Printed

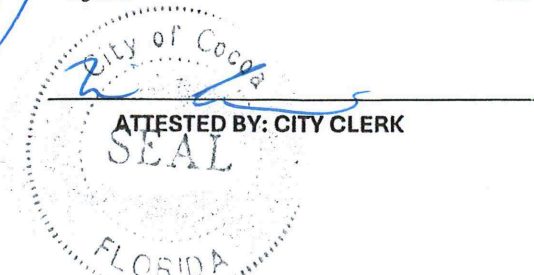
VP - FINANCE
(Title)

City Manager
(Title)

* 
Signature Date 7/16/25


Signature Date 7/18/2025

CC: Monica Arsenault, City Clerk
James Mitchell, Water Treatment Manager
Brian Dale, Purchasing Manager



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

INVITATION TO BID

COOPERATIVE SOLICITATION

Brevard County Public Entity Purchasing Cooperative	City of Cocoa (Lead Agency)
	

B-25-01-BCPEPC

**WATER AND WASTEWATER
TREATMENT CHEMICALS**

Publish Date August 2, 2024



Brevard County • Canaveral Port Authority • Cape Canaveral • Cocoa •
Cocoa Beach • Melbourne • Melbourne Beach • Palm Bay • Rockledge •
School Board of Brevard County • Titusville

TO OUR PROSPECTIVE CONTRACTORS:

The attached Invitation for Bid or Request for Proposal represents a cooperative procurement for the Brevard County Public Entity Purchasing Cooperative.

Local Governmental entities within the Brevard County area, currently consisting of 12-members, have entered into an Interlocal Agreement to create a Cooperative Purchasing group within our geographical area. The Brevard County Public Purchasing Cooperative was formed in an effort to develop cooperative relationships among its participants for the purpose of seeking responses to solicitations which may result in lower costs to group participants on commonly used commodities, better quality of products and lower administrative costs.

The government entities participating in this particular procurement and their respective delivery locations are listed in the attached document.

Brevard County Public Entity Purchasing Cooperative Procurement Operational Procedures:

- All questions concerning this procurement should be addressed to the issuing agency, hereinafter referred to as the "Lead Entity". All responses are to be returned in accordance with the instructions contained in the attached document.
- The solicitation specifications, terms and conditions shall be the controlling document. Each participating governmental entity will be responsible for awarding the contract, issuing its own purchase orders, and for order placement. Each entity will require separate billings, be responsible for payment to the Contractor(s) awarded this contract and issue its own tax exemption certificates as required by the Contractor.
- Invoicing instructions and delivery locations will be in accordance with the respective entity requirements.
- Any reference in the documents to a single entity or location will, in fact, be understood as referring to all participating entities referenced in the documents and cover letter unless specifically noted otherwise.
- The Contractor(s) shall furnish the Lead Entity a detailed Summary of Sales semi-annually during the contract period. Sales Summary shall include Agency name, contract number(s), contractor's name, the total of each commodity sold during the reporting period and the total dollar amount of purchases by commodity.
- Municipalities and other governmental entities which are not members of the Brevard County Public Entity Purchasing Cooperative may utilize any contract awarded by the Brevard County Public Entity Purchasing Cooperative. Public Entity Purchasing Cooperative members may participate in their contract for new usage, during the contract term, or in any contract extension term, if approved by the lead entity.
- None of the participating governmental entities shall be deemed or construed to be a party to any contract executed by and between any other governmental entity and the Contractor(s) as a result of this procurement action. [08]

Table of Contents

SECTION 1 INTRODUCTION	6
1.1 SUMMARY OF PROJECT	6
1.2 GENERAL DELIVERY REQUIREMENTS	7
1.3 DELIVERY INSTRUCTIONS:.....	7
1.4 SOLICITATION SCHEDULE.....	8
1.5 TERM	9
1.6 PRICING	9
1.7 ORDER QUANTITIES	10
1.8 KNOWN LOCATIONS	10
SECTION 2 INSTRUCTIONS TO BIDDERS.....	11
2.1 BID DOCUMENTS	11
2.2 BID SUBMITTAL AND DELIVERY	11
2.3 PUBLIC OPENING	12
2.4 UNBALANCED BIDS	13
2.5 ON-LINE SERVICE PROVIDER DISCLAIMER	13
2.6 SOLICITATION DOCUMENTS	13
2.7 MANDATORY PRE-BID MEETING	13
2.8 CONE OF SILENCE/LOBBYING	13
2.9 INTERPRETATIONS AND QUESTIONS	14
2.10 BID COMPLETENESS AND COMPLIANCE	14
2.11 DETERMINING RESPONSIBILITY	15
2.12 BID FORMS/REPRODUCTION	16
2.13 BIDDER ACKNOWLEDGEMENT	16
2.14 BIDS TO REMAIN FIRM.....	16
2.15 COST OF SUBMITTAL.....	16
2.16 IMPROPER IDENTIFICATION AND TIMELINESS.....	16
2.17 CORPORATE STANDING AND AUTHORIZED SIGNATORY	16
2.18 PROPRIETARY INFORMATION	17
2.19 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION.....	17
2.20 FAILURE TO COMPLY WITH BID INSTRUCTIONS.....	17
2.21 AMERICANS WITH DISABILITIES ACT.....	17
2.22 OFFICE OF RECORD	17
2.23 MODIFICATION OR WITHDRAWAL OF BIDS	18
2.24 CONFLICTS WITHIN SOLICITATION.....	18
2.25 JOINT VENTURES.....	18
SECTION 3 SPECIAL CONDITIONS	19
3.1 BID SECURITY BOND – NOT USED	19
3.2 PERFORMANCE AND PAYMENT BONDS-NOT USED	19
3.3 TIME FOR COMPLETION AND LIQUIDATED DAMAGES-NOT USED	19
SECTION 4 GENERAL TERMS AND CONDITIONS	20
4.1 AWARD OF CONTRACT	20
4.2 DAMAGES.....	20
4.3 NOTICE TO PROCEED	20
4.4 SUPERVISION	20
4.5 FAILURE OF PERFORMANCE AND/OR DELIVERY	21
4.6 PERFORMANCE EVALUATION.....	21
4.7 PROTECTION OF PROPERTY	21
4.8 SERVICE REQUIREMENTS.....	21

4.9	COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH	21
4.10	WARRANTY	21
4.11	INSPECTION/TITLE/ACCEPTANCE OF GOODS/SERVICES	22
4.12	NON-EXCLUSIVE CONTRACT	22
4.13	MATERIAL DEVIATIONS	22
4.14	OWNERSHIP OF DOCUMENTS	22
4.15	PUBLIC RECORDS COMPLIANCE	23
4.16	FUND AVAILABILITY	24
4.17	PROMPT PAYMENT ACT	24
4.18	RESERVED	24
4.19	INVOICES/APPLICATION FOR PAYMENT	24
4.20	W-9 FORM	24
4.21	MOST FAVORED CUSTOMER	25
4.22	PRICE REDUCTION CLAUSE	25
4.23	PURCHASING AGREEMENTS WITH OTHER GOVERNMENTAL AGENCIES	25
4.24	ESTIMATED QUANTITIES	25
4.25	FOREIGN CORPORATION	25
4.26	PUBLIC EMERGENCIES	25
4.27	SPECIFICATIONS/DEVIATIONS	26
4.28	PERMITS, LICENSES AND FEES	26
4.29	SUB-CONTRACTORS	26
4.30	TAXES	26
4.31	COMPLIANCE WITH ALL LAWS AND VENUE	27
4.32	NEW PRODUCT	27
4.33	EQUAL OPPORTUNITY	27
4.34	PUBLIC ENTITY CRIMES	27
4.35	SOVEREIGN IMMUNITY	27
4.36	RIGHT TO CANCEL OR REJECT	27
4.37	ADDITIONAL INFORMATION	28
4.38	UNIT PRICE ACCURACY	28
4.39	MATHEMATICAL ERRORS	28
4.40	UNBALANCED BIDDING PROHIBITED	28
4.41	FRONT LOADING OF BID PRICING PROHIBITED	29
4.42	REASONABLE PRICES	29
4.43	DELIVERY	29
4.44	SPLIT AWARD – NOT APPLICABLE	29
4.45	BID PRICE SCHEDULE	30
4.46	BID TABULATION	30
4.47	BIDDER’S SPECIFICATIONS AND NOT BIDDING	30
4.48	PRE-AWARD INSPECTION	30
4.49	EXISTING PERMITS AND IDENTIFICATION NUMBERS	30
4.50	DRUG-FREE WORKPLACE PREFERENCE	30
4.51	CONFLICT OF INTEREST	30
4.52	NON-COLLUSION/LOBBYING CERTIFICATION	31
4.53	CONSTRICTING CONDITIONS	31
4.54	DEBARRED BIDDERS	31
4.55	NOTICES OF INTENT	31
4.56	PROTESTS AND APPEALS	31
4.57	SCRUTINIZED COMPANIES	32
4.58	FORCE MAJEURE	32
4.59	INSURANCE REQUIREMENT	32
4.60	EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)	32
4.61	AUDITS AND RECORDS	33
4.62	INDEPENDENT CONTRACTOR AND LIABILITY	33

4.63	INDEMNIFICATION.....	33
4.64	CHANGES, MODIFICATIONS AND WAIVER.....	34
4.65	ASSIGNMENT.....	34
4.66	TERMINATION.....	34
4.67	ATTACHMENTS AND EXHIBITS.....	35
4.68	OWNERSHIP AND RIGHTS IN DATA.....	35
4.69	ADMINISTRATIVE PROVISIONS.....	35
4.70	TIE BIDS.....	36
SECTION 5 CHEMICAL SPECIFICATIONS		37
5.1	QUICKLIME.....	37
5.2	SODA ASH.....	40
5.3	ANHYDROUS AMMONIA.....	41
5.4	HYDROFLUOSILICIC ACID.....	43
5.5	CARBON DIOXIDE.....	44
5.6	FERRIC SULFATE.....	45
5.7	LIQUID OXYGEN.....	49
5.8	AMMONIUM SULFATE.....	52
5.9	WISPROFLOC – N- STARCH.....	53
5.10	LIQUID ALUMINUM SULFATE.....	54
RESPONSE COVER PAGE.....		55
1	SUBMITTAL ACKNOWLEDGEMENT.....	56
2	BID FORM.....	57
3	EXCEPTIONS TO SPECIFICATIONS/DIVIATIONS OR CLARIFICATIONS.....	60
4	REFERENCES.....	61
5	STATEMENT OF BIDDER'S QUALIFICATIONS.....	62
6	INSURANCE REQUIREMENTS.....	65
7	CERTIFICATE OF NON-SEGREGATED FACILITIES.....	68
8	DRUG-FREE WORKPLACE CERTIFICATION.....	69
9	CONFLICT OF INTEREST AND NON-COLLUSION STATEMENT.....	70
10	ORGANIZATIONAL INFORMATION.....	72
11	PROPOSED SCHEDULE OF SUBCONTRACTOR PARTICIPATION.....	73
12	TRUTH-IN-NEGOTIATIONS CERTIFICATION.....	74
13	CONTRACTOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES.....	76
14	E-VERIFY CONTRACTOR AFFIDAVIT.....	77
15	FEDERALLY REQUIRED CONTRACT CLAUSES FOR FEMA.....	78
16	SOLICITATION RESPONSE IDENTIFICATION LABEL.....	86
ATTACHMENT 1		87
	SERVICE AGREEMENT.....	87

INVITATION TO BID

Issuance | Release Date: August 2, 2024

To: All Prospective Bidders

From: Brian Dale, Purchasing Manager

SECTION 1 INTRODUCTION

The City of Cocoa acting as the lead agency, on behalf of the Brevard County Public Entity Purchasing Cooperative (BCPEPC) is accepting sealed bids from all licensed, qualified firms or individuals interested in supplying and delivering water treatment chemicals or related material as described in this Invitation to Bid (ITB). The City of Cocoa intends to make multiple awards to the lowest and best bidder for each of the chemicals listed below. Once awarded, any Brevard County Public Entity Purchasing Cooperative member, or any other governmental entity, collectively referred to herein as BUYER, may purchase from this contract.

1.1 SUMMARY OF PROJECT

Furnish all materials, service, equipment, and labor required for one or more of the following water and wastewater treatments chemicals: Quicklime, Soda Ash, Anhydrous Ammonia, Hydrofluosilic Acid, Carbon Dioxide, Ferric Sulfate, Liquid Oxygen, Ammonium Sulfate, Wisprofloc-N Starch, Liquid Aluminum Sulfate

Detailed specifications and requirements for each chemical can be found in section five of this announcement. BCPEPC member delivery addresses are provided in the tables below for informational purposes only. Actual quantities will be determined by the member entity upon placing an order. Member participation may vary.

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

1.2 GENERAL DELIVERY REQUIREMENTS

1. Contractor(s) warrants that chemicals provided as a result of this RFP:
 - a. Conform to the most current NSF 60/61 and/or ANSI/AWWA standards for water
 - b. Conform to the additional specific chemical specifications contained herein
 - c. Are free from impurities of any kind
2. If at any time, any chemical supplied by the Contractor(s) fails to conform to the specifications of the utilizing agency, then the Contractor shall at no additional cost to the Buyer promptly replace with item that meets specifications.
3. DELIVERY TIME: Chemicals are to be delivered on an as-needed basis to the MEMBER further referred to as BUYER, placing the order within three days **(72 hours)** of order by the operations staff including weekends and holidays, unless otherwise agreed upon at time of order.
4. Delivery Locations as listed in the announcement or as agreed by Purchase Order.

1.3 DELIVERY INSTRUCTIONS:

1. The Contractor shall be responsible for unloading chemicals with the supervision of plant personnel (pre-inspection of unloading facility is highly recommended). The Contractor shall provide a weight ticket with each delivery, which shows the weight of the chemical on the truck delivering the bulk shipment and the number of gallons. The Contractor shall provide a delivery truck with the capability of unloading the chemical using the truck air supply.
2. The Contractor shall insure all hoses used in unloading of chemicals are in good condition. Any unauthorized discharge of chemical during the unloading process shall be contained and disposed of by the Contractor in accordance with all safety guidelines.
3. The Contractor(s) guarantees the delivery of chemicals within the prescribed delivery schedule of the Buyer. Failure to deliver at the time specified, or as amended in writing by the Buyer or failure to make replacements of rejected chemicals shall constitute a breach of contract.
4. All deliveries under this contract shall be accompanied by a receiving ticket that shall be supported by a minimum of:
 - Contractor(s) Name
 - Purchase Order and Call Order Number (release number)
 - Date of Delivery and Date of Order
 - Materials Furnished
 - Quantity, unit price and extension of each item, and total in accordance with the contract
 - Name of authorized representative ordering supplies
5. A Contractor's delivery ticket will be signed in duplicate by the Contractor's designated representative. One copy will be given to the employee signing for the delivery and a second copy will be retained by the Contractor. If required by the Buyer, the Contractor(s) will call the treatment facility prior to delivery and shall provide advance information as required by the Buyer which may include a copy of the driver's license, a chemical shipping itinerary sheet with the manifest numbers or other pertinent information.
6. The following MSDS related documentation must be furnished to the Buyer upon request:

- A copy of the most current MSDS Report for each chemical your firm is offering pricing must be provided prior to award.
- National Sanitation Foundation certification for the quoted chemical.
- Chemical certificate of analysis for all chemicals.

7. Additional requirements may apply as defined in the material specification sheet.

1.4 SOLICITATION SCHEDULE

Tentative Schedule (all Local Times)	
Task	Date
ITB Released	Friday, 08/02/2024 at 8:00am EST
Mandatory Pre-Bid Conference	N/A
Deadline for Questions	Monday, 08/12/2024 at 5:00pm EST
Bid Due Date and Time	Tuesday, 08/27/24 at 3:00pm EST
Award	September 2024

- Questions regarding this solicitation must be received in writing at the address above no later than August 12, 2024, at 5:00PM. Responses to those questions considered material to the solicitation shall be distributed via formal addenda and posted to the City of Cocoa website: <https://www.cocoafl.org> and to the City's online bidding platform, Vendor Link, <http://www.myvendorlink.com>.
- All responses must be received as described herein before **August 27, 2024, by 3:00PM** local time in order to be considered.
- **All Bidders are advised that under Chapter 119, Florida Statutes, all responses are deemed a public record and open to the public as provided for in said statute.**
- The successful Bidder(s) must demonstrate in their submittal to be the lowest, most responsible, and responsive Bidder which best meets the specifications and serves the overall needs of the BUYER. Bids should be prepared in accordance with the ITB instructions and recheck all bid prices thoroughly. Failure to provide the response in the manner prescribed herein may be grounds for disqualification of the submittal.
- All services performed shall be in accordance with the specifications pertaining thereto, which may be examined at the office of the Purchasing & Contracts Manager, located at 65 Stone St., Cocoa, Florida 32922. Copies of all documents, including blank bid/proposal forms, may be obtained from Vendor Link by visiting their web site at <http://www.myvendorlink.com>. You may contact the City of Cocoa Purchasing Division by email: purchasing@cocoafl.org. Small Business Set Asides (i.e., Woman Owned, Minority, Veteran, Disadvantaged etc.) are encouraged to submit bid/proposals concerning this solicitation.
- The City reserves the right to reject any or all bid/proposals, with or without a cause; to waive technical errors and informalities; and to award bid/proposals to the lowest responsive, responsible bid/proposer. One or more of the City Council members may be present at the bid/proposal opening.

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

1.5 TERM

The initial term shall be effective for one fiscal year beginning on October 1, 2024, ending on September 30, 2025. The agreement may then be renewed annually by written agreement for up to three (3) subsequent one-year terms with a final expiration date of September 30, 2028.

1.6 PRICING

The Initial contract price shall remain fixed for a period of no less than 12 months from date of contract effective date. Following the initial 12-month period, the fixed prices may be adjusted upward or downward on a yearly basis based on changes to the following price index:

Producer Price Index (PPI), Chemicals and Allied Products-Synthetic Ammonia, Nitric Acid and Ammonium Compounds, Not Seasonally Adjusted. Series ID: WPU0652013A.

It is the awarded bidder's responsibility to request any pricing adjustments under this provision. Pricing adjustments will be considered yearly on the contract effective date. For any adjustment to be considered, the awarded bidder's request for adjustment should be submitted to the BUYER's Purchasing Division, no less than 90 calendar days prior to the anniversary date. The awarded Bidder's adjustment request may not be in excess of the relevant documented pricing index.

Any adjustment request received after 90 calendar days from the anniversary date may not be considered. If no adjustment request is received from the awarded bidder, the Buyer will assume that the awarded bidder has agreed that the next 12-month period will be without any upward price adjustment. The Buyer reserves the right to negotiate lower pricing based on market research information or other factors that influence price. The Buyer reserves the right to apply any reduction in pricing for the next 12-month period based on the downward movement of the appropriate index.

The awarded bidders' price is inclusive of all costs, charges, and fees involved in providing the specified products. Additional charges of any kind added to the invoice submitted by the awarded Bidder is prohibited.

1.7 ORDER QUANTITIES

There is no guarantee or minimum purchase associated with this solicitation. The participating BCPECP members reserve the right to place orders, and to increase or decrease order quantities as needed.

1.8 KNOWN LOCATIONS

Locations of member facilities are listed below. Additional facility locations may be added or amended by the BUYER by the issuance of a purchase order.

AGENCY NAME	DELIVERY ADDRESS
CITY OF COCOA	28400 S.R. 520, Christmas, FL 32709 375 N. Cocoa Blvd, Cocoa, FL 32922 *
BREVARD COUNTY	2262 High Drive, Mims, FL 32754 334 Egret Circle, Barefoot Bay, FL 32976 3205 Australian Way, Mims, FL32754 * 3710 Juanita Street, Cocoa, FL 32927 * 3630 N. Courtenay Pkwy, Merritt Island, FL 32953 * 10001 N. Wickham Road, Melbourne, FL 32940 * 2800 S. A1A Highway, Melbourne Beach, FL 32951 * 7773 Dottie Drive, Barefoot Bay, FL 32976 *
CITY OF CAPE CAVERAL	601 Thurm Blvd, Cape Canaveral, FL 32920 *
CITY OF COCOA BEACH	1600 Minutemen Cswy, Cocoa Beach, FL 32931*
CITY OF PALM BAY	1105 Troutman Blvd, Palm Bay, FL 32907 Bldgs. F,H and I 1080 Troutman Blvd, Palm Bay, FL 32907 645 Nash Street, Palm Bay, FL 32907 2200 Sandy Pines, Palm Bay, FL 32907 250 Osmosis Drive, Palm Bay, FL 32907
CITY OF TITUSVILLE	2836 Garden Street, Titusville, FL 32796 1105 Buffalo Road, Titusville, FL 32796 * 4800 Deep Marsh Road, Titusville, FL 32870 *

SECTION 2 INSTRUCTIONS TO BIDDERS

2.1 BID DOCUMENTS

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

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

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

2.2 BID SUBMITTAL AND DELIVERY

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

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

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

- B. If submitted by mail, the bid submittal shall be enclosed in a sealed envelope or packaging material addressed to the Purchasing & Contracts Division. Bids submitted by mail must be received by the Purchasing & Contracts Division by the time specified herein for the opening thereof.
1. Please be advised that United States Postal Service (USPS) Express and Priority service class; are delivered to the City once daily. Accordingly, in order for a submission to be received by the Purchasing & Contracts Division when the services of the USPS are used, a Bidder or bidder is

responsible for ensuring that their submittal is transmitted in such manner as necessary for the USPS to receive, sort, and deliver to the City by the submittal due date and time.

2. The City only collects other USPS mail one (1) time per day upon opening of the local Post Office branch, which is then sorted by the City for delivery to the Purchasing & Contracts Division and other City departments. Submissions arriving at the USPS after the initial pick-up by the City will be placed in the City's callbox for pick-up and will not be delivered to or received by the Purchasing & Contracts Division until the next business day.
3. When using the USPS or any other mail delivery services, it is the sole responsibility of the Bidder to ensure that Proposals are received in the Purchasing & Contracts Division by the due date and time. The City shall not be responsible for delays caused by any occurrence.

2.3 PUBLIC OPENING

- A. Bid submittals will be publicly opened by the Purchasing & Contracts Division on the due date and time, as specified herein, or as soon thereafter as possible. The Bidder's names, the Bid Total and verification of bond submittal, if applicable, will be announced. Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Article I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier. All other information will be subject to Florida's Open Government Laws to Public Contracting.
- B. A bid summary of the Bids and major alternates (if any) will be prepared and made available within a reasonable time after the opening of Bids.
- C. Multiple Bids received for the same Work from an individual, firm or partnership, a corporation or association or other legal entity under the same or different names shall not be considered. If there are reasonable grounds for believing that collusion exists among the Bidders, the Bids of the participants believed to be in such collusion shall not be considered.
- D. The City reserves the right to reject any and all Bids, to waive irregularities, and the right to disregard any or all nonconforming, unbalanced or conditional Bids or counter proposals.
- E. The City may reject, as non-responsive, Bid submittals that fail to acknowledge receipt of addenda as prescribed, when the addenda result in a material change.
- F. If the City elects to accept a Bid which does not acknowledge receipt of an addendum, the Bid shall be construed as though the addendum had been received and acknowledged by the Bidder.
- G. Discrepancies between bid sums expressed in words and bid sums expressed in figures shall be resolved in favor of the words. Discrepancies between the sum of any column of figures and the correct sum, shall be resolved in favor of the corrected sum. Discrepancies in the extension of the Unit Price times the estimated quantity for any line item shall be resolved in favor of the correct extension.

2.4 UNBALANCED BIDS

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

2.5 ON-LINE SERVICE PROVIDER DISCLAIMER

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

2.6 SOLICITATION DOCUMENTS

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

2.7 MANDATORY PRE-BID MEETING

There will be no Pre-Bid conference held for this project.

2.8 CONE OF SILENCE/LOBBYING

- A. Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and/or all other groups who seek to influence the governmental decision of a City Council Member, the City Manager, any requesting or evaluating Department/Division/Office personnel and/or any member of the Evaluation Committee concerning an active solicitation during the black-out period.
- B. A lobbying black-out period commences upon the issuance of this solicitation document.
- C. If an award item is presented to City Council for approval or for a request to provide authorization to negotiate a Contract(s) and the City Council refers the item back to the City Manager, Purchasing & Contracts Division and/or requesting Department/Division/Office for further review or otherwise does not take action on the item, the Cone of Silence/Lobbying Black-out Period will be reinstated until such time as the City Council meets to consider the item for action.

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

2.9 INTERPRETATIONS AND QUESTIONS

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

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

- A. It is the Bidder's responsibility to become familiar with and fully informed with the terms, conditions, and specifications of this ITB. Lack of understanding and/or misinterpretation of any portions of this ITB shall not be cause for withdrawal of your response after opening or for subsequent protest of award.
- B. Any interpretations, clarifications, or changes will be made in the form of written addenda issued by the Purchasing & Contracts Division.
- C. Any oral communications will not be authoritative and will not be binding on the City.
- D. It is the sole responsibility of the Bidder to contact the Purchasing & Contracts Division prior to submitting a bid submittal to ascertain if any addenda have been issued, to obtain all such addenda, and to return executed addenda with each bid submittal.
- E. Addenda will be available to all proposers and will be uploaded to VendorLink, LLC on the Procurement website at: <http://www.myvendorlink.com>.

2.10 BID COMPLETENESS AND COMPLIANCE

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

- A. All items contained in the bid must be in total compliance with the specifications of this solicitation.
- B. Alternate bids will not be considered unless specifically called for in this solicitation. Bidders' attention is specifically called to the terms, conditions and special provisions of this solicitation. Please be aware that, under the competitive process, the stipulations set forth herein are fully binding on the Bidder to

the extent that you confirm acceptance by your signature on **Attachment, Bid Price Schedule and Acceptance of Bid Terms and Conditions.**

2.11 DETERMINING RESPONSIBILITY

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

- A. The Bidder's ability, capacity, and skill to provide the goods or to perform the service within the time specified;
- B. The character, integrity, reputation, judgement, experience and efficiency of the Bidder;
- C. The quality of performance of previous contracts or services including previous performance with the City;
- D. The sufficiency of financial resources to meet the obligations of the required contract and to perform the services;
- E. Quality Control Program.
- F. Contract claims, litigation filed against the Bidder or filed by the Bidder for equitable adjustment; Reprimand of any nature or suspension by the Department of professional Regulation or any other regulatory agency or professional association in the past five (5) years.
- G. Ability to provide future maintenance, service, and support of the goods/services under contract; and,
- H. Whether the Bidder is in arrears to the City on a debt or a contract or is a defaulter on surety to the City; or whether the Bidder's taxes or assessments are delinquent.
- I. Such other information as may be relevant or secured.

2.12 BID FORMS/REPRODUCTION

- A. Bid Forms: All bids must be submitted on the City's standard solicitation forms and must include all applicable completed attachments included herein.
- B. Reproduction: Please submit one (1) bound original and one (1) on a USB containing the entire bid submittal formatted to be read with Microsoft® software products or Adobe® PDF software.

2.13 BIDDER ACKNOWLEDGEMENT

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

2.14 BIDS TO REMAIN FIRM

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

2.15 COST OF SUBMITTAL

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

2.16 IMPROPER IDENTIFICATION AND TIMELINESS

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

2.17 CORPORATE STANDING AND AUTHORIZED SIGNATORY

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

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

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

2.18 PROPRIETARY INFORMATION

- A. In accordance with Chapter 119 of the Florida Statutes (Public Records Law); and except as it may be provided by other applicable State and Federal Law, all Bidders should be aware the Invitation to Bid, and the responses thereto are in the public domain. Bidders are requested to identify specifically any information contained in their bid submittals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.
- B. A generic notation that information is "confidential" is not sufficient. Failure to provide the Purchasing & Contracts Division with a detailed explanation and justification including statutory cites and specific reference to your bid submittal detailing what provisions, if any, you believe are exempt from disclosure, may result in your entire bid submittal being subject to disclosure in accordance with Chapter 119 of the Florida Statutes.

2.19 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

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

- A. The pricing and/or fees associated with this bid submittal have been arrived at independently, without consultation, collusion, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor.
- B. Unless otherwise required by law, the prices which have been quoted on this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly to any other Bidder or to any competitor.
- C. No attempt has been made or shall be made by the Bidder to induce any other person or Bidder to submit or not submit a bid for the purpose of restricting competition.

2.20 FAILURE TO COMPLY WITH BID INSTRUCTIONS

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

2.21 AMERICANS WITH DISABILITIES ACT

Persons with disabilities needing a special accommodation to participate in this proceeding should contact the Purchasing & Contracts Division, City of Cocoa, 65 Stone Street, Cocoa, Florida 32922, telephone (407) 262-7700, not later than seven (7) days prior to the date on which the accommodation is requested.

2.22 OFFICE OF RECORD

The City of Cocoa Purchasing & Contracts Division shall be the official “office of record” for all information transactions and data disbursements associated with this solicitation. The Purchasing & Contracts Division may be reached Monday through Thursday between 7:00 A.M. to 6:00 P.M., Local Time via phone at (321) 433-8833, Ext. 8833.

2.23 MODIFICATION OR WITHDRAWAL OF BIDS

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

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

2.24 CONFLICTS WITHIN SOLICITATION

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

2.25 JOINT VENTURES

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

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

SECTION 3 SPECIAL CONDITIONS

3.1 BID SECURITY BOND – Not used

3.2 PERFORMANCE AND PAYMENT BONDS-Not Used

3.3 TIME FOR COMPLETION AND LIQUIDATED DAMAGES-Not Used

SECTION 4 GENERAL TERMS AND CONDITIONS

4.1 AWARD OF CONTRACT

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

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

1. The successful Bidder shall execute and return the agreement to the City, within ten (10) days after receipt along with any and all additional contractual documents, performance and payment bonds, insurance certificates/verifications and any other documents required as outlined in this solicitation document.
2. In no event shall an agreement be considered binding upon the City until it has been properly executed by all parties.
3. In conjunction with the agreement, a purchase order or other form of payment will be established by the City prior to the start of any project, service, or work by the Bidder.

2.01 Failure to Execute the Agreement(s).

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

4.2 DAMAGES

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

4.3 NOTICE TO PROCEED

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

4.4 SUPERVISION

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

4.5 FAILURE OF PERFORMANCE AND/OR DELIVERY

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

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

4.6 PERFORMANCE EVALUATION

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

4.7 PROTECTION OF PROPERTY

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

4.8 SERVICE REQUIREMENTS

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

4.9 COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

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

4.10 WARRANTY

In accordance with Article 15.00 of the Agreement(s) to be executed by the successful Bidder, the Contractor together with his surety unconditionally guarantee all Contractor furnished materials, equipment and

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

4.11 INSPECTION/TITLE/ACCEPTANCE OF GOODS/SERVICES

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

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

4.12 NON-EXCLUSIVE CONTRACT

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

4.13 MATERIAL DEVIATIONS

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

4.14 OWNERSHIP OF DOCUMENTS

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

4.15 PUBLIC RECORDS COMPLIANCE

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

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

- A. The parties specifically acknowledge that this agreement is subject to the laws of the State of Florida, including without limitation Chapter 119, Florida Statutes, which generally make public all records or other writings made or received by the parties. If the Contractor is either a "contractor" as defined in Section 119.0701(1)(a), Florida Statutes, or an "agency" as defined in Section 119.011(2), Florida Statutes, the CONTRACTOR shall:
 - 1. Keep and maintain all public records required by the BUYER to perform the services herein; and
 - 2. Upon request from the BUYER's custodian of public records, provide the BUYER with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law; and
 - 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement Term and following completion of the agreement if the Contractor does not transfer the records to the BUYER; and
 - 4. Upon completion of the Agreement, transfer, at no cost, to the BUYER all public records in possession of the Contractor or keep and maintain public records required by the BUYER to perform the services herein. If the Contractor transfers all public records to the BUYER upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the BUYER, upon request from the BUYER's custodian of public records, in a format compatible with the information technology systems of the BUYER.
- B. All requests to inspect or copy public records relating to the agreement shall be made directly to the BUYER. Notwithstanding any other provision of this agreement to the contrary, failure to comply with the requirements of this paragraph shall result in the immediate termination of the agreement, without penalty to the BUYER. A Contractor who fails to provide the public records to the BUYER within a reasonable time may be subject to penalties pursuant to Section 119.10, F.S. Further, the CONTRACTOR shall fully indemnify and hold harmless the BUYER, its officers, agents and employees from any liability and/or damages, including attorney's fees through any appeals, resulting from the Contractor's failure to comply with these requirements.
- C. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE BUYER'S CUSTODIAN OF PUBLIC RECORDS.**

4.16 FUND AVAILABILITY

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

- A. Multi-Year Contracts and Appropriation of Funds (if applicable), Contracts for Goods, Services, or Construction may be entered into for more than one (1) fiscal year if it is deemed to be in the best interest of the BUYER, if the term of the Contract and conditions of renewal or extension are included in the Solicitation, and funds are available for the first term of the Contract. Obligations for succeeding fiscal years may be subject to the availability and appropriation of funds.
- B. For Construction Projects, total funding may be identified and appropriated in the fiscal year commencement of the Construction Project takes place, or to the maximum extent as possible and not inconsistent with law. Obligations for succeeding fiscal years shall be rolled over and/or appropriated as applicable.

4.17 PROMPT PAYMENT ACT

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

4.18 RESERVED

4.19 INVOICES/APPLICATION FOR PAYMENT

- A. Final approved Applications for Payment will be indicated on the BUYER's Purchase Applications for Payment should include all Work completed through the end of the month.
- B. Dispute Resolution: In the event a dispute occurs between a contractor, vendor or other invoicing party ("invoicing party") and the BUYER concerning payment of an invoice, the BUYER Department, Office or Division which has the dispute along with a representative of the BUYER's Purchasing & Contracts Division and the invoicing party shall meet to consider the disputed issues.

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

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

4.20 W-9 FORM

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

4.21 MOST FAVORED CUSTOMER

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

4.22 PRICE REDUCTION CLAUSE

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

4.23 PURCHASING AGREEMENTS WITH OTHER GOVERNMENTAL AGENCIES

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

4.24 ESTIMATED QUANTITIES

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

4.25 FOREIGN CORPORATION

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

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

4.26 PUBLIC EMERGENCIES

It is hereby made a part of this proposal that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of God, the BUYER shall require a "First Priority" for goods and services. It is vital and imperative that the health, safety, and welfare of the citizens of Cocoa are protected from any

emergency that threatens public health and safety as determined by the BUYER. The Bidder agrees to rent/sell/lease all goods and services to the BUYER or governmental entities on a “first priority” basis. The BUYER expects to pay contractual prices for all products and/or services under the awarded Agreement in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God. Should the Bidder provide the BUYER with products and/or services not under the awarded Agreement, the BUYER expects to pay a fair and reasonable price for all products and/or services rendered or contracted in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God.

4.27 SPECIFICATIONS/DEVIATIONS

Specifications listed herein describe the expected minimum standards. These specifications are intended to be descriptive in nature and are not intended to eliminate any Bidder from submitting a bid response. If a Bidder considers the specification contained herein to be proprietary or restrictive in nature, thus potentially resulting in reduced competition, they are urged to contact the Purchasing & Contracts Division prior to the bid due date and time.

- A. The determination as to whether any alternate good or service is or is not equal shall be made solely by the BUYER and such determination shall be final and binding upon all bidders. The BUYER reserves the right to request and review additional information to make such a determination.
- B. The Bidder shall be responsible for carefully reading and understanding the requirements and specifications. Unless the bid is in response to a brand name or equal” requirement, deviations from the specifications will only be considered if requested in writing prior to the date and time specified for receipt of bids. Deviations, if accepted, will be specifically addressed in writing via an issued addendum to this ITB solicitation. Any goods or services that are not in compliance with the specifications will not be accepted.

4.28 PERMITS, LICENSES AND FEES

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

4.29 SUB-CONTRACTORS

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

4.30 TAXES

The BUYER does not pay State of Florida Sales Tax. The BUYER’s sales tax exemption does not apply to goods and services purchased separately by the successful Bidder in connection with its fulfillment of its contractual obligations with the BUYER. The successful Bidder shall be responsible for paying any taxes, fees or similar payments which are required to be paid in connection with the awarded Agreement as a result of this solicitation.

4.31 COMPLIANCE WITH ALL LAWS AND VENUE

At its sole expense, any contractual arrangement between the BUYER and the proposer shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of award and execution of an Agreement or are adopted at any time following the execution of the awarded Agreement. All legal actions hereunder shall be conducted only in the circuit court in Brevard County or federal court in the Middle District of Florida, Orlando Division; except that any final judgment may be enforced in other jurisdictions in any manner provided by law.

4.32 NEW PRODUCT

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

4.33 EQUAL OPPORTUNITY

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

4.34 PUBLIC ENTITY CRIMES

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

4.35 SOVEREIGN IMMUNITY

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

4.36 RIGHT TO CANCEL OR REJECT

- A. A solicitation may be canceled, or any or all submittals in response to a solicitation issued by the BUYER may be rejected, by the Procurement Administrator, in whole or in part, without recourse, when it is in the best interest of the BUYER. As the best interests of the BUYER may require, the right is reserved

to make award(s) by individual items, group of items, all or none, or a combination thereof, with one or more suppliers. The Bidder agrees that the BUYER has the right to reject, for any reason and without penalty, any and/or all proposal packages or any part of a proposal package, prior to and after the rankings are made by the BUYER, and that the BUYER has the right, for any reason and without penalty, to terminate any contract negotiations commenced with any Bidder. The BUYER also reserves the right to re-advertise and solicit new bids/proposals or to abandon the project in its entirety without reason and without penalty.

- B. The BUYER reserves the right to accept or reject any or all bids/proposals, or to waive any formalities, technicalities, irregularities, or immaterial variation.
- C. The BUYER also reserves the right to reject the bid submittal from a Bidder who has previously failed to perform properly, or complete on time contracts of a similar nature, or who investigation shows is not able to perform the contract.

4.37 ADDITIONAL INFORMATION

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

4.38 UNIT PRICE ACCURACY

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

4.39 MATHEMATICAL ERRORS

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

4.40 UNBALANCED BIDDING PROHIBITED

The BUYER recognizes that large and/or complex projects will often result in a variety of methods, sources, and prices. However, where in the opinion of the BUYER such variation does not appear to be justified given

bid requirements and industry and market conditions, the bid will be presumed to be unbalanced. Examples of unbalanced bids include:

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

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

4.41 FRONT LOADING OF BID PRICING PROHIBITED

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

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

4.42 REASONABLE PRICES

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

4.43 DELIVERY

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

4.44 SPLIT AWARD – NOT APPLICABLE

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

4.45 BID PRICE SCHEDULE

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

4.46 BID TABULATION

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

4.47 BIDDER'S SPECIFICATIONS AND NOT BIDDING

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

4.48 PRE-AWARD INSPECTION

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

4.49 EXISTING PERMITS AND IDENTIFICATION NUMBERS

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

4.50 DRUG-FREE WORKPLACE PREFERENCE

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

4.51 CONFLICT OF INTEREST

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

4.52 NON-COLLUSION/LOBBYING CERTIFICATION

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

4.53 CONSTRICTING CONDITIONS

No additional terms and conditions included within the bid submittal shall be evaluated or considered, and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this solicitation. If submitted either purposely, through intent or design, or inadvertently, appearing separately in transmitting letters, specifications, literature, price lists, or warranties, it is understood and agreed the general and special conditions in this solicitation are the only conditions applicable to this bid submittal and the Bidder's authorized signature affixed to the bid submittal signature section attests to this. When completing your bid submittal, do not attach any forms which may contain terms and conditions that conflict with those listed in the City's solicitation document. Inclusion of additional terms and conditions such as those which may be on your company's standard forms shall result in your bid being declared non-responsive as these changes will be considered a counteroffer to the City's solicitation.

4.54 DEBARRED BIDDERS

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

4.55 NOTICES OF INTENT

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

4.56 PROTESTS AND APPEALS

- A. Any prospective Bidder or Respondent may file a Notice of Solicitation Protest concerning a Solicitation in writing to the Procurement Administrator. The protest must be received in the Purchasing & Contracts Division Office no later than three (3) business days after the due date for the Solicitation in accordance with Section VIII of the City of Cocoa Purchasing Policy.
- B. Any Bidder or Respondent, who is not the intended awardee and who claims to be the rightful awardee, may file a Notice of Award Protest, in writing, with the Purchasing & Contracts Division Office, by 5:00 pm on the third (3rd) business day after the Notice of Intent to Award is posted. An Award Protest is not valid if filed by a Bidder who cannot show they would be awarded the Contract if their protest is upheld in accordance with Section VIII of the Cocoa Purchasing Policy. The decision of the City Council

shall be final and conclusive.

4.57 SCRUTINIZED COMPANIES

Pursuant to Section 287.135, Florida Statutes (2017), a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the City for goods or services of one million dollars or more if at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, the company is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes (2017); or is engaged in business operations in Syria. Pursuant to Section 215.4725, Florida Statutes, if the company is on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel the company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the City for any amount of goods or services. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. The Contractor must submit the required certification form attesting that it is not a scrutinized company and is not engaging in prohibited business operations. Submitting a false certification shall be deemed a material breach of contract and shall terminate the contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes.

4.58 FORCE MAJEURE

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

4.59 INSURANCE REQUIREMENT

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

4.60 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)

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

4.61 AUDITS AND RECORDS

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

4.62 INDEPENDENT CONTRACTOR AND LIABILITY

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

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

4.63 INDEMNIFICATION

- A. Indemnity: The successful Bidder shall defend, indemnify and hold harmless the BUYER and all of the BUYER’s officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys’ fees where recoverable by law, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of the successful Bidder, its officers,

agents or employees or subcontractors in performance or non-performance of its obligations under the awarded Agreement. The successful Bidder recognizes the broad nature of this indemnification and hold harmless clause, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the BUYER in support of these indemnification and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of the awarded Agreement. Compliance with any insurance requirements required elsewhere within the awarded Agreement shall not relieve the successful Bidder of its liability and obligation to defend, hold harmless and indemnify the BUYER as set forth in this article of the awarded Agreement. The successful Bidder shall require each of its agents/subcontractors to agree in writing to the provisions of this paragraph.

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

4.64 CHANGES, MODIFICATIONS AND WAIVER

- A. Changes: The BUYER reserves the right to order, in writing, changes in the work within the scope of services of a contractual agreement, such as a change in quantity or delivery schedule.
- B. Modifications: In additions to modifications made under the changes clause, any agreement resulting from this solicitation may be modified (1) within the scope of services of the agreement upon the written and mutual consent of both parties, and (2) with approval by the appropriate legal body in the BUYER.
- C. Waiver: Failure of the parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions contained in a contractual agreement, or to exercise any right or option therein, shall not be construed as a waiver of a relinquishment for the future of such covenant, term, provision, condition, or right of election, but same shall remain in full force and effect.

4.65 ASSIGNMENT

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

4.66 TERMINATION

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

- B. Default by the successful Bidder and the City's Remedies: In the event of a default by the successful Bidder, the City shall have the right to exercise any remedy the City may have by operation of law, without limitation, and without any further demand or notice.
- C. Bankruptcy or Insolvency: If the successful Bidder files a Petition in Bankruptcy, or if the same is adjudged bankrupt or insolvent by any Court, or if a receiver of the property of the successful Bidder is appointed in any proceeding brought by or against the successful Bidder, or if the successful Bidder makes an assignment for the benefit of creditors, or proceedings are commenced on or against the successful Bidder's operations, the City reserves the right to terminate this Agreement immediately.
- D. Payment when Agreement is Terminated:
 - 1. In the event of termination by the City for convenience, the City shall compensate the successful Bidder for all goods furnished prior to the effective date of termination.
 - 2. In the event of termination due to the fault of the successful Bidder or at the written request of the successful Bidder, the City shall compensate the successful Bidder for all goods furnished, prior to the effective date of termination, which have resulted in a usable product, or otherwise tangible benefit to the City. All such payments shall be subject to an off set for any damages incurred by the City resulting from any delay occasioned by early termination. This provision shall in no way be construed as the sole remedy available to the City in the event of breach by the successful Bidder.

4.67 ATTACHMENTS AND EXHIBITS

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

4.68 OWNERSHIP AND RIGHTS IN DATA

Any work, product or deliverable report provided to the BUYER as a result of work performed while under contract shall be considered the property of the BUYER and may be used in any fashion the BUYER deems appropriate. The BUYER shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by the successful Bidder pursuant to the terms of the awarded contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of the awarded contract.

4.69 ADMINISTRATIVE PROVISIONS

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

4.70 Tie Bids

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

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

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

SECTION 5 CHEMICAL SPECIFICATIONS

5.1 QUICKLIME

1. GENERAL

- Quicklime to be purchased under this specification shall conform to AWWA specification B202-93 (or to the latest revision) as modified herein.
- Quicklime shall be certified to conform with ANSI/NSF60 standard for drinking water treatment chemicals.

2. TYPE

- Quicklime shall be suitable for use in treating a potable water supply.
- Quicklime shall be quick slaking, freshly burnt.
- Quicklime shall be of domestic manufacture.

3. SIZE

- 3/8" Pebble
 - None shall be retained on a 3/4" screen and not more than 5% shall pass a No.100 U.S. standard sieve.
- Optional 3/4" Pebble
 - None shall be retained on a 1" screen and not more than 5% shall pass a No.100 U.S. standard sieve.
- 1/2" X 1/8" Rice
 - None shall be retained on a 3/4" screen and not more than 5% shall pass a No.100 U.S. standard sieve.

4. SLAKING RATE

- Temperature rise after three (3) minutes or less, slaking time shall be 40C. Reaction will be complete within ten (10) minutes. Test shall be conducted as specified in Section 5.4 of AWWA Standard B202-93, or latest revision.

5. CALCIUM OXIDE CONTENT

- Calcium Oxide content shall contain a minimum of 92% free lime (available calcium oxide) as determined by section 5.4 AWWA Standard B202-93, or latest revision.

6. RESIDUE AFTER SLAKING

- Residue shall not be more than 4% by weight on 100 mesh sieve. Test shall be conducted as follows:
- 100 grams of gross sample, crushed to pass on a U.S. No.8 sieve, are to be weighed on a Torsion Balance and added to 325 ml. of warm (100 - 120 F.) water in a 600 ml. beaker and stirred vigorously until slaking ceases. After standing for at least 10 minutes, to ensure completion of all reaction, the contents are to be transferred with the aid of a stream of water, to a 100-mesh sieve and the screen and contents washed thoroughly with a spray until all lime slurry has passed through the sieve. The residue on the sieve is transferred to a small (150 ml.) beaker and after decanting off any excess water, is dried. When dry, the material shall be weighed. This weight is calculated to a % residue on 100 mesh.

7. IMPURITIES

- Lime shall contain no silica rock, mineral, or organic substances in quantities capable of producing deleterious or injurious effects upon the health of those consuming the treated water or cause mechanical failure to slaking equipment.

8. SHIPMENTS

- DESTINATION

Locations listed in announcement or by purchase order.

- DELIVERY

To be made in bulk form by pneumatic unloading trailer truck in 25-ton minimum shipments or as required by law. To be discharged into the 250-ton storage bin as designated by the BUYER. Pneumatic equipment shall be satisfactory for unloading into bins with discharge approximately 54 feet above ramp level. The fill line is 4" in diameter and is provided with a 4" cap with standard Cam-Lock fittings. The contractor shall provide necessary fittings for and accessories for connection to the fill line. Contractor shall properly clear fill lines on completion of each load and leave area clean.

9. BASIS FOR ADJUSTMENT OR REJECTION

- The BUYER reserves the right to reject, at the supplier's expense, any shipment, which fails to meet these specifications.
- If the material has been unloaded and placed in BUYER's storage bins prior to obtaining final test results, the supplier shall reimburse the BUYER at the following rate schedule if the material fails to meet the 92% minimum available Calcium Oxide:

- i. % Available Calcium Oxide Deduct \$

ii. 91.99% - 91.50%	\$75.00
iii. 91.49% - 91.00%	\$100.00
iv. 90.99% - 89.50%	\$200.00

- Notice of dissatisfaction with a shipment, because of failure to meet the requirements of this specification, will be furnished within 10-days after receipt of the shipment at the point of destination. The results of the purchasers' test shall prevail unless the consignor notifies the purchaser within 5-

days of the notice of the complaint, that they desire a re-test. Upon receipt of the request for a re-test the purchaser will secure the services of an independent testing laboratory and the results of the test by the independent laboratory shall be binding on both parties. The laboratory fee covering any such analysis will be paid by the BUYER if the results pass specifications, or by the supplier if the test fails.

10. EVIDENCE THAT MATERIAL MEETS SPECIFICATIONS

- Bidder must submit copies of Certified Analysis with each shipment of quicklime. Analysis shall show the percentage of CaO and insoluble material.

11. ACCEPTANCE OF MATERIAL

- The material delivered under this proposal shall remain the property of the seller until a physical inspection and actual usage of this material is made and thereafter accepted to the satisfaction of the BUYER and must comply with the terms herein and be fully in accord with specifications of the highest quality. In the event the material supplied to the BUYER is found to be defective or does not conform to specifications, the BUYER reserves the right to cancel the order upon written notice to the seller and return product to seller at seller's expense.

12. CERTIFICATION

- i. The Bidder shall supply certification that the product supplied under this contract meets the requirements of NSF Standard 60 and is suitable for use in treatment of drinking water.

13. SAFETY AND TRAINING

The supplier shall provide a Safety Data Sheet (SDS) with initial delivery. The supplier shall also provide two (2) one-hour training seminars each year of this agreement. The safety training seminars will be held at the BUYER's facility. Training shall include, but not limited to, the hazards of Quicklime, characteristics of Quicklime, spill clean up, and safe handling of Quicklime.

5.2 SODA ASH

This Soda Ash (Grade26) for this bid shall comply with the requirements of the Safe Drinking Water Act and federal requirement for potable water.

Vendor is to supply and deliver bulk quantities to the BUYER, 260 Soda Ash that is NSF/ANSI 60 certified.

1. The Soda Ash supplied shall be a dry, white powder containing no large lumps or crystals. It shall be free-flowing and suitable for storage in closed, hoppers bins and for feeding with a standard dry feeder.
2. The material, as delivered, shall contain not less than 99 percent by weight, of sodium carbonate (Na_2CO_3), or a sodium oxide (Na_2O) equivalent of not less than 57.9 percent.
3. The Soda Ash supplied in accordance with this standard shall contain no soluble inorganic or organic substances in quantities capable of producing deleterious or injurious effects on the health of those consuming a water that has been treated properly with soda ash.
4. Product Certification: The material is a direct additive used in the treatment of potable water. This material should be certified as suitable for contact with or treatment of drinking water by an accredited certification organization in accordance with NSF/ANSI 60. Evaluation shall be accomplished in accordance with requirements that are no less restrictive than those listed in NSF/ANSI 60. Certification shall be accomplished by a certification organization accredited by the American National Standards Institute.
5. If the material delivered to the purchaser does not meet the chemical, physical, safety, or security requirements of this standard, a notice of nonconformance shall be provided by the purchaser to the supplier within 10 days after receipt of the shipment at the point of destination. Material not complying with the requirements may be rejected. Replacement and retesting shall be accomplished in accordance with the purchasing documents.
6. Each shipment of material shall be identified as to product, grade, net weight, name and address of the manufacturer, and brand name. All markings on bulk shipment shall conform to applicable laws and regulations, including requirements established by the US Occupational Safety and Health Administration (OSHA).
7. A continuous chain of custody shall be maintained between the manufacturer and the purchaser during storage and shipment if so, specified by the purchaser.
8. Supplier must make the delivery within 168 hours of soda ash order.

5.3 ANHYDROUS AMMONIA

1. TYPE

- Anhydrous ammonia is intended for treatment of potable water, in accordance with ANSI/AWWA specification B305-06 or latest revision.

2. DESTINATION

- Locations listed in the announcement or by purchase order.

3. DELIVERIES

- Delivery shall be made in bulk form by tank truck in shipments as ordered by the BUYER . The supplier shall supply the tanks for storage of anhydrous ammonia and maintain the storage facility according to industry standards, including replacing valve, fittings and other appurtenances necessary for a safe operation. It will be the responsibility of the ammonia supplier to connect to the storage tanks to the existing supply lines.

4. EMERGENCY DELIVERIES

- The supplier must be able to provide an emergency delivery of 1000 gallons within a 24-hour period, upon the request of the BUYER.

5. TANKS

- a. Storage tanks be supplied by the ammonia contractor and shall be 1000 gallon capacity and hold approximately 4600 pounds of anhydrous ammonia each. The tanks shall be delivered painted white and contain all Hazardous Materials Identification System labeling, safety labels or placards.
- b. The tanks shall horizontal and constructed in accordance with the A.S.M.E. Code for unfired pressure vessels (Section VIII), suitable for anhydrous ammonia. Each tank shall be inspected, tested and stamped by inspector qualified by the National Board of Boiler and Pressure Vessel Inspectors. All fittings shall be forged steel schedule 80, non-malleable type. Unions shall be of the ground joint type. All piping shall be inspected and tested for leaks after assembly. All gauges shall be suitable for ammonia use.
- c. Each tank shall contain the following:
 - i. One (1) liquid fill valve assembly suitable for a hose connection from a USSAC tank truck to the valve opening. This assembly shall include an excess flow valve.
 - ii. One (1) pressure equalizing valve used for filling from the tank truck to the tank more efficiently. The pressure equalizing valve assembly shall include an excess flow valve.
 - iii. One (1) vapor outlet valve shall be used to connect to the BUYER's piping.
 - iv. One (1) shut off valve
 - v. One (1) fixed level gauge and one (1) pressure gauge serve as vapor pressure within the
 - vi. tank and used to ensure the tank are not filled above the 87% of volume as per CGA and
 - vii. ASA Standards. The fixed level gauge shall be a dip tube that projects downward
 - viii. inside the tank to the 87% level.
 - ix. One (1) pressure gauge
 - x. One (1) dual relief valve

- xi. One (1) liquid level float gauge
- xii. One (1) liquid outlet valve located on the bottom of the tank

- d. The tanks shall have the approximate dimensions 16.5 feet in length and 3.5 feet in diameter. The tanks shall have a metal base attached to the bottom of each tank suitable to support the tanks when full.
- e. The ammonia supplier shall provide a lease agreement for the storage tanks effective through the terms of this agreement.

6. SAFETY AND TRAINING

- The supplier shall provide a Material Safety Data Sheet with each delivery. The supplier shall also provide two one-hour safety training seminars each year of this agreement. The safety training seminars will be held at the BUYER's location. Training shall include, but not limited to, the hazards of ammonia, characteristics of ammonia, emergency response, leak repairs and proper handling of ammonia.

7. TANK INSTALLATION

- During the change out of the existing ammonia storage tanks, the ammonia supplier shall take every effort available to keep the ammonia feed system operational. If there may be an interruption of ammonia feed to the BUYER's system during the tank change over, the ammonia supplier may be required to provide temporary storage tanks. Temporary storage tanks shall meet all of the requirements stated in this specification. Interruptions longer than a few minutes are not permitted. The supplier shall coordinate the tank changeover with the BUYER.

5.4 HYDROFLUOSILICIC ACID

1. TYPE

- Hydrofluosilicic Acid is intended for treatment of potable water.

2. DESTINATION

- Locations listed in the announcement or by purchase order.

3. DELIVERIES

- Delivery shall be made in bulk form by a tank truck in shipments of approximately 3500 - 4000 gallons each. Annual quantities of hydrofluosilicic acid will be approximately 175 tons. The supplier shall provide necessary hose connections to off load from the tank truck to the BUYER's bulk storage tank. It will be responsibility of the supplier to make all connections from the tank truck to the bulk storage tank. The supplier shall be responsible to clean any leaks or spills as a result of the off loading process.

4. PHYSICAL REQUIREMENTS

- The supplier shall deliver hydrofluosilicic acid in accordance with AWWA Standard B703-06 or latest revision. The hydrofluosilicic acid shall be clean and free of suspended matter. Color shall be water white to straw yellow. Straw yellow color shall be determined as material with a maximum of 100 units in accordance with method 2120B, visual comparison method, as indicated in Standard Methods for Examination of Water and Wastewater.

5. PERCENT CONCENTRATION

- The hydrofluosilicic acid shall contain between 20 and 30 percent available fluoride ion by weight. The supplier shall provide an analysis with each shipment that indicates the percentage. Shipments of less than 20 percent may be rejected by the BUYER and any or all freight charges will be the supplier's responsibility.

6. IMPURITIES

- The hydrofluosilicic acid shall contain no mineral or organic substances in quantities capable of producing deleterious or injurious effects on the health of those consuming water that has been properly treated with hydrofluosilicic acid.

7. CERTIFICATION

- The supplier shall provide certification in accordance with NSF Standard 60 that the hydrofluosilicic acid supplied meets this standard and is suitable for contact with drinking water.

8. SAFETY AND TRAINING

- The supplier shall provide a Material Safety Data Sheet (MSDS) with each delivery. The supplier shall also provide two (2) one hour training seminars each year of this agreement. The safety training seminars will be held at the BUYER's facility. Training shall include, but not limited to, the hazards of hydrofluosilicic acid, characteristics of hydrofluosilicic acid, emergency response, leak repairs, proper handling and proper disposal of hydrofluosilicic acid.

5.5 CARBON DIOXIDE

Material shall comply with the requirements of the Safe Drinking Water Act and other federal regulations for potable water.

The Carbon Dioxide shall be colorless, odorless, nonflammable gas, weighing 1.977 g/L at 0 degrees Celsius. The Carbon Dioxide shall be suitable for use in the treatment of potable water and shall have a CO₂ content of 99.5% by weight.

The Carbon Dioxide supplied shall contain no soluble inorganic or organic substances in quantities capable of producing deleterious or injurious effects on the health of those consuming the water that has been properly treated with the chemical. The Carbon Dioxide supplied shall meet NSF/ANSI 60 Specifications.

Each Shipment shall be identified as to product, grade, net weight, name and address of the manufacturer and the brand name. All bulk shipments shall conform to applicable laws and regulations, including requirements established by the US Occupational Safety and Health Administration (OSHA) and US Department of Transportation.

5.6 FERRIC SULFATE

1. **GENERAL** - The material to be provided shall be Liquid Ferric Sulfate, approved for potable water treatment, Listed/Certified under the National Sanitation Foundation (NSF) Standard 60 and meeting all provisions of ANSI/AWWA STANDARD B406-87; “Standard for Liquid Ferric Sulfate”, latest revision and the requirements contained within these specifications.

2. **PRODUCT**

- a. The Liquid Ferric Sulfate shall meet the physical and chemical properties listed below. The liquid Ferric Sulfate shall be supplied as an aqueous solution containing not less than 12.5% ferric iron and not more than 14.0% ferric iron, all soluble.
- b. The Liquid Ferric Sulfate shall be manufactured from a source of virgin mined iron ore, i.e., magnetite, hematite, etc., - and a “water white” grade of sulfuric acid. Ferric sulfate produced from non-virgin ores will not be acceptable. This specification strictly prohibits the use of Liquid Ferric Sulfate manufactured from by-products generated from titanium dioxide production. The use of reclaimed material is expressly prohibited under this specification. The Liquid Ferric Sulfate shall be free from extraneous material and shall be transported and delivered at such concentration and temperature that no freezing occurs. The liquid shall be suitable for feeding by means of metering pumps or other metering devices constructed of corrosion-resistant materials.

c. The Liquid Ferric Sulfate shall have the following chemical properties;

Ferrous Iron.....0.1% max
Free Acid (as % H2SO4).....0.25% max
% Insoluble.....0.1% max

d. The Liquid Ferric Sulfate shall not contain specific impurities in excess of the following limits (by Weight);

Arsenic.....1 mg/kg	Copper.....5 mg/kg
Cadmium.....0.5 mg/kg	Zinc.....15 mg/kg
Chromium.....10 mg/kg	Manganese.....120 mg/kg
Lead.....1.0 mg/kg	Barium..... 10 mg/kg
Mercury.....0.2 mg/kg	Chloride.....100 mg/kg
Selenium.....2 mg/kg	Fluoride.....60 mg/kg
Silver.....10 mg/kg	Titanium.....50 mg/kg
Nitrites (as N).....75 mg/kg	Nitrates (as N).....75 mg/kg
Total Organic Carbon.20 mg/kg	Sodium.....1000 mg/kg
Nickel.....40 mg/kg	Molybdenum.....10 mg/kg
Beryllium.....1.0 mg/kg	Antimony.....1.0 mg/kg
Thallium.....10.0 mg/kg	Cyanide.....1.0 mg/kg
Total Nitrate and Nitrite (as N).....150 mg/kg	

- e. The Liquid Ferric Sulfate material, as supplied under this bid, shall not contain any impurities in sufficient quantities which causes or may cause a violation of any current, existing maximum contaminant level (MCL) or any newly regulated MCL which may be passed into law during the life of this contract. Should an MCL violation be determined to be directly attributable to the Liquid Ferric Sulfate material supplied for use by the BUYER, the bidder shall immediately take the necessary steps to remove or reduce the contaminant levels of its material to levels of satisfactory to the BUYER. The BUYER reserves the right to add specific impurity listing and maximum impurity levels to the existing listings to meet all USEPA, SDWA and FDEP water quality standards. The bidder shall comply with any and all such changes required to its Liquid Ferric Sulfate material, by whatever process changes required, at no additional cost to the BUYER.
- f. The Bidder shall submit with the bid a State of Florida certified laboratory analysis of the product bid with the analysis of all parameters listed in section 2a, 2c and 2d.

3. **QUALITY CONTROL AND TESTING**

- a. Sampling and testing shall be conducted in accordance with all AWWA, ANSI, and ASTM specifications.
- b. It shall be the bidder's responsibility to provide a Material Compliance Certificate of Analysis for each lot shipped to the BUYER. The certified analysis shall be signed by an employee of the bidder and specify; % total iron, % ferrous iron, % free sulfuric acid, and liquid specific gravity. The Certificate of Compliance shall be in the possession of the bidder at the time of delivery.
- c. It shall be the responsibility of the material transporter to provide a proper sample of the Liquid Ferric Sulfate being delivered for the analysis. The Liquid Ferric Sulfate sample shall be prepared in accordance with AWWA 8406-87 or latest revision. Each sample shall be labeled to identify its content, and the label signed by the person actually collecting the sample.

4. **MANUFACTURER** - The Bidder shall state, in his proposal, the name of the manufacturer of Liquid Ferric Sulfate, the bidder intends to supply. The bidder shall provide proof that the Liquid Ferric Sulfate to be provided is approved for potable water treatment and meets the National Sanitation Foundation Standard 60. The Bidder shall list all raw materials used to produce Liquid Ferric Sulfate including suppliers name and location.

5. **GENERAL** - These specifications provide for the furnishing of Liquid Ferric Sulfate for potable water treatment, to the BUYER'S destination. [003]

6. **PURCHASE AND DELIVERY** –

- a. Delivery shall be prepaid, FOB to the BUYER'S destination.
- b. Deliveries shall be made between 7:00 a.m. and 3:00 p.m. on normal working days (Monday through Friday) or as otherwise approved by the BUYER. Liquid Ferric Sulfate shall be delivered as specified and within the time frames required upon receipt of order.
- c. The BUYER shall have sole discretion as to when deliveries are to be received. The bidder shall supply all necessary connectors and hoses required to off load the Liquid Ferric Sulfate shipment into the BUYER'S storage tanks.

- d. Should the bidder deliver Liquid Ferric Sulfate which is subsequently determined to be out of compliance with the specification, the bidder shall immediately remove the rejected materials from all storage tanks on site and replace all of the Liquid Ferric Sulfate with materials which meet the requirements of this specification at no additional cost to the BUYER. Shipping of Liquid Ferric Sulfate shall be by tank truck.
7. **QUALIFICATION OF BIDDERS** - Bids will only be considered from manufacturers or manufacturers' authorized distributors of Liquid Ferric Sulfate. The authorized distributors must regularly maintain a substantial stock of Liquid Ferric Sulfate on inventory equal to twenty (20) truck deliveries within one hundred (100) miles of the BUYER and must be actively engaged in the sale of Liquid Ferric Sulfate. The authorized distributors must be supplying at least five (5) United States municipalities with Liquid Ferric Sulfate for drinking water treatment. The authorized distributor must submit with the bid request the required three (3) references with municipal contact name, telephone number and annualized quantity of Liquid Ferric Sulfate used. Satisfactory references are a requirement for the award of contract.
8. **EMERGENCY PLAN OF ACTION AND SAFETY TRAINING**
- a) The successful bidder shall provide, in writing an emergency contingency plan with appropriate telephone contacts, for the BUYER to follow in case of an emergency supply of Liquid Ferric Sulfate is needed.
 - b) The successful bidder shall supply, in writing, an emergency spill response plan with appropriate emergency response personnel names and telephone contact numbers (24-hour contact numbers). In addition, the proper spill response notification procedure, along with any form required by all local, state and federal regulatory agencies, shall be supplied by the bidder. This section in no way relieves the successful bidder of his responsibility to notify the proper regulatory agencies of a spill incident. In the event of a spill or leak, the bidder shall supply the necessary personnel to respond to such an event, to work with the local Hazardous Materials Response Team and to manage and oversee "After Events" cleanup efforts. Should a spill or leak occur, caused by the bidders' personnel, equipment or method of delivery, bidder shall immediately comply with all applicable terms and conditions of the current version of Title III, Superfund Amendments of Reauthorization Act of 1986, 42 U.S.C.S. 11001, et seq. (SARA) and the Florida Hazardous Materials Emergency Response and Community Right-To-Know Act of 1988, Ch 252, Part II, Florida Statutes. The responsibility for compliance with Federal and State Rules and Regulations regarding bidder caused spills or releases shall be the sole responsibility of the bidder. The bidder shall hold the BUYER harmless for any failure to properly report and/or comply with this provision.
 - c) The successful bidder shall provide an appropriate safe handling training course, within the first month of contact, to all current Water Department operations/maintenance personnel and shall be available to conduct "refresher" courses or new employee training at six (6) month intervals during the contract period.
9. **DELIVERY SUBMITTAL** - Material Safety Data Sheets shall be supplied in Compliance with Chapter 442, Florida Statutes. The MSDS must accompany the first shipment.

10. **TECHNICAL ASSISTANCE** - The bidder shall provide technical assistance, as needed, regarding the application of its product, and disposal and handling of the residual produced by the application of ferric sulfate in the water treatment process. The bidder shall provide this assistance at no charge to the BUYER. Bidder shall provide technical research and reports as requested by the Water Department at no additional cost to the BUYER.

5.7 LIQUID OXYGEN

1. **GENERAL**

Contractor shall maintain a twenty-four (24) hour emergency telephone number, be able to respond by telephone within thirty (30) minutes in case of emergency and arrive on site within six (6) hours of notification of emergency. Prior to the initial delivery of liquid oxygen at the BUYER Facility, a knowledgeable representative of the Contractor shall visit the site with a representative from the BUYER inspect the storage facilities and to review the Contractor's unloading procedures. The Contractor will provide the BUYER with written documentation of the inspection detailing any deficiencies found.

The Contractor's representative shall be a managerial level employee, with authority over operations and transportation within the Contractor organization.

2. **STANDARDS**

The Liquid Oxygen (LOX) delivered to the BUYER shall be of a quality conforming to applicable regulations of the United States Department of Transportation and State of Florida Department of Transportation for nonflammable compressed or liquefied gases. LOX provided shall be in accordance with the following standards:

- a. **NSF/ANSI 60 & 61** - LOX shall be certified as suitable for contact with or treatment of drinking water by an accredited certification organization in accordance with NSF/ANSI 60, Drinking Water Treatment chemicals-Health Effects and NSF/ANSI 61, Drinking Water System Components-Health Effects
- b. LOX shall comply with **ANSI/AWWA B304-8**, Liquid Oxygen for Ozone Generation for Water, Wastewater and Reclaimed Water Systems, with the exception of the hydrocarbon content. LOX deliveries shall have total hydrocarbon content (as methane) of 25ppm (v/v) or less at the time of delivery.
- c. LOX shall also conform to the following qualities.
 - Total Oxygen Concentration > 99.5% by weight
 - Dew point Temperature < -80F
 - Total Hydrocarbons < 25 PPM
 - Water < 1 PPM
 - Argon < 4000 PPM
 - Nitrogen < 500 PPM
 - Carbon Dioxide < 10 PPM
 - Carbon Monoxide < 0.5 PPM
- d. *Notes:*
 - Definitions, interpretations, and analytical methods shall be stated in the current edition of "Commodity Specification for Oxygen", **CGA G-4.3, (or the most current edition)**.
 - These specifications shall apply to each delivery or shipment of LOX to the BUYER under this contract.
 - These specifications are considered as the minimum acceptable for proper operation of the ozone generating equipment being installed and are primarily

defined by the manufacturer of the equipment. The Contractor is expected to deliver LOX suitable for this intended application, using his experience and prudent practice.

- For each load delivered, the Contractor shall supply a Certificate of Conformance documenting the purity of the lot of chemical being delivered. It shall also document that it is NSF 60 certified.

3. **DELIVERY DRIVER REQUIREMENTS**

- a. Deliveries and product handling shall comply with all applicable Federal, State and local government regulations.
- b. Delivery times shall be scheduled in advance, between the hours of 7:00 A.M. and 3:00 P.M. Monday through Friday. **Contractor shall call to notify the ordering location twenty-four (24) hours prior to delivery.**
- c. At each delivery of liquid oxygen, the Contractor shall visually inspect all tank connections and tank integrity for leaks to verify the unloading and storage systems are suitable and safe to accept liquid oxygen. The Contractor shall also verify the connections and piping, and check for leaks from the LOX tanks to the evaporators. Any issues or concerns shall be reported to the plant operator immediately and prior to unloading the chemical.
- d. The BUYER's security procedures require that each delivery driver and tanker be properly identified and authenticated prior to entry to any Facility. Drivers shall have in their possession the appropriate driver's license and a valid company ID. Upon arrival, both shall be presented to authorized security forces and or BUYER employees. Failure to do so will result in refusal of the shipment. The BUYER reserves the right to inspect and/or search any delivery vehicle attempting to enter the premises.
- e. Delivery drivers shall comply with any special instructions given upon arrival and shall maintain a pleasant, professional demeanor while visiting the facility. Failure to do so will result in removal from the facility. The driver shall deliver a ticket or lading bill, to the plant operator, upon completion of the delivery.
- f. A level II background check, as specified, shall be performed by the Contractor for all staff making deliveries to the BUYER prior to the first time they deliver chemical to the site. Background check results shall be provided to the designated BUYER supervisory employee for review and approval of Contractor personnel to access BUYER's property. All costs for background checks shall be the Contractor's responsibility
 - **LEVEL I (Past 5 years)**
 1. Identification Verification
 2. Selective Service Status (registered/unregistered)
 3. FDLE Automated Criminal Record - Not performed when ordering a LEVEL II check
 4. Clerk of Courts by County of Residence
 5. Employment Verification

6. DMV by State of residence
7. Military Service Verification
8. Professional License & Certification Check

- **LEVEL II (Past 10 years)**

1. All of those checks contained in a LEVEL I, except FDLE Automated Criminal Record,
2. with the addition of the following:
3. Fingerprint Check
4. Credit/Fraud Check
5. The Contractor shall provide access to their site for evaluation of their safety program
6. before contract award, and at times deemed necessary at the discretion of the BUYER's
7. representative.

4. **SERVICE AGREEMENT**

Once per quarter, the Contractor's authorized and trained personnel shall perform checks and maintenance on the equipment specified herein. Checks shall consist of visiting the service site and performing the equipment checks and inspections listed. The plant maintenance coordinator shall be notified of all repairs needed and shall authorize repairs in advance.

The Contractor shall provide a service agreement that, at a minimum, includes the following:

5. **Equipment Inspection and Repair**

a. Liquid Oxygen Tank (1 each):

- Inspect thermocouple tube, jacket safety O-rings, rupture disc, inner vessel safety valve, line safety valves and regulators for leakage and proper functioning. replace as necessary.
- Inspect piping, flanges, gaskets, fittings, and valves for leaks. Repair or replace as necessary.
- Inspect system gauges, indicators and transmitters. Calibrate or replace as needed.
- Test operation of all automatic and manual valves. Repair or replace as needed.

b. Vaporizers (2 each):

- Observe vaporizer operation. Inspect vaporizer units for signs of corrosion, damage or leaks. Repair as necessary.

c. Associated Piping and Valves:

- Inspect piping, flanges, gaskets, fittings, and valves for leaks. Repair or replace as necessary.

The Contractor shall make repairs including replacement of parts and components to the above listed equipment only after approval by the BUYER.

The Contractor shall warranty all repairs against defective materials and workmanship for a minimum of six months after completion of the work.

5.8 AMMONIUM SULFATE

1. Ammonium Sulfate 39-41%
2. Delivery time within 72HRS of order of placement.
3. The Liquid Ammonium Sulfate shall conform to the latest revision of the American Water Works Association Standard ANSI/AWWA B300, Liquid Ammonium Sulfate, except as modified or supplemented herein. Non-conformance with ANSI/AWWA B300 shall constitute sufficient grounds for immediate termination of the Ammonium Sulfate contract for breach.
4. Ammonium Sulfate shall be tested and certified as meeting ANSI/NSF Standard 60, Drinking Water Treatment Chemicals - Health Effects by an American National Standards Institute (ANSI) accredited 3rd party certification organization.
5. Ammonium Sulfate shall conform to the latest revision of the American Water Works Association Standard.
6. All sampling and testing shall be conducted in accordance with all AWWA/ANSI and ASTM specifications.
7. Ammonium Sulfate shall contain greater than or equal to 39-41% by weight.
8. The Contractor(s) shall provide a Bill of Lading/Weigh Slip with each delivery indicating the following:
 - A. Date of delivery,
 - B. Bill of Lading/Weigh Slip Number
 - C. Gross weight of delivery vehicle and Liquid Ammonium Sulfate in gallons,
 - D. Tare weight of delivery vehicle in gallons.
 - E. Net weight of Liquid Ammonium Sulfate in the delivery vehicle in gallons.
 - F. Number of gallons
9. The Contractor(s) is expected to comply with reasonable requests for emergency deliveries.
10. Failure of the Contractor(s) to successfully complete a delivery is sufficient grounds to constitute a breach of the contract.

5.9 WISPROFLOC – N- STARCH

1. **GENERAL** – The material to be provided shall be Wisprofloc – N –(Starch) or equal, approved by BUYER, approved for potable water treatment, Listed/Certified under the National Sanitation Foundation (NSF), standard 60. The bidder shall provide proof that the Wisprofloc –N provided is approved for potable water treatment and meets the National Sanitation Foundation Standard 60.
2. **DESTINATION** – Listed in the announcement
3. **DELIVERY** – Delivery shall be prepaid FOB to the BUYER’S destination. All deliveries are to be made in truck load quantities of approximately four (4) tons each. All shipments are to be containerized in multi-ply heavy duty bags, placed on pallets. No bulk shipments will be accepted. Deliveries shall be made between 7:00 a.m. and 3:00p.m. on normal working days (Monday through Friday) or as otherwise approved by the BUYER. The BUYER shall have sole discretion as to when deliveries are to be received.
4. **QUANTITIES** – Approximately 40 tons (more or less) of Wisprofloc – N shall be provided under the bid. The quantity specified is to be used for cost estimating purposes only and the BUYER reserves the right to increase or decrease quantities shown without penalty.
5. **NOTE** – All shipments shall be received at the BUYER’s facility within ten (10) working days after the order has been requested.
6. **OFF LOADING** – All shipments will be off-loaded by the BUYER with a forklift. Truck driver shall move pallets to the edge of the truck with pallet jack or some other device. The BUYER will only remove the pallets from the back of the truck. BUYER employees will not move pallets on or inside the truck.
7. **EMERGENCY DELIVERIES** – The bidder shall maintain in the stock and be able to deliver within 24 hours, upon request by the BUYER, an emergency delivery of Wisprofloc –N. Emergency deliveries will be 2000 pounds of Wisprofloc-N or the balance of a full order.
8. **BID PRICES** – The price quoted shall be firm for one year and based on a per ton Basis of Wisprofloc-N, delivered FOB to the BUYER’S destination.

5.10 LIQUID ALUMINUM SULFATE

1. **GENERAL** - The material to be provided shall be Liquid Aluminum Sulfate, CAS 10043-01-3 48.5%, commercial grade.
2. **DESTINATION** – Listed in the announcement.
3. **DELIVERY** -
 - a. Delivery shall be prepaid FOB to the BUYER’S destination.
 - b. Length of hose required is approximately 20 feet from the truck to the fill port on the tank. The successful bidder’s shipper is responsible for matching our receiving tank equipment with the proper tank truck discharge system.
 - c. Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays.
 - d. Contractor shall make “normal” deliveries within three (3) days after receipt of order and must make “emergency” deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemicals in less than 36 hours. Purchaser shall endeavor to minimize the number of “emergency” deliveries.
4. **QUANTITIES** - Bulk deliveries will be approximately 1, 000 to 1,500 gallons to the Destination listed in the announcement. Minimum order/delivery will be 1,000 gallons.
5. **NOTE** –
 - a. Alum tank has an overflow line at the 2,000 gallon level and cannot be filled beyond this level without overflowing into the retention basin.
 - b. A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.
 - c. Each shipment shall carry with it some means of identification. The following shall be legibly marked on each package, drum, or container of bulk shipment:
 - i. Contents: Aluminum Sulfate
 - ii. Net weight
 - iii. Name of manufacturer
 - iv. Brand name, if any
6. **SPILLS** – The Contractor shall be responsible for any spills resulting from the failure of its or its subcontractor’s delivery equipment or from failure of attendant delivery personnel in the proper performance of their duties. Proper performance shall require attendant delivery personnel’s constant inspection and observation of unloading operations and knowledgeable response to problems or emergencies, which would most commonly be expected to occur. The Purchaser reserves the right to refuse any and all deliveries made with equipment that is poorly maintained and/or leaking.
7. **MATERIAL SAFETY DATA SHEETS** – The successful bidder must provide Material Safety Data Sheets on the product.

RESPONSE COVER PAGE

COMPANY NAME	
ADDRESS	
PRIMARY CONTACT	
TELEPHONE #	
EMAIL ADDRESS	

SUBMITTAL CHECKLIST

☒	SUBMITTAL REQUIREMENT / DOCUMENT
☐	1-Submittal Acknowledgement
☐	2-Addendum Acknowledgement
☐	3-Bid Form
☐	4-Exceptions/Deviations Form
☐	5-References
☐	6-Statement of Bidder's Qualifications
☐	7-Insurance Requirements
☐	8-Certificate of Non-Segregated Facilities
☐	9-Drug-Free Workplace
☐	10-Conflict of Interest and Non-Collusion
☐	11-Organizational Info
☐	12-Subcontractor Participation
☐	13-Truth-in-Negotiations
☐	14-Scrutinized Companies
☐	15- E-Verify Affidavit (including screenshot from website showing active account)
☐	16-Federally Required Contract Clauses for FEMA Grantees and Subgrantees
☐	17-Proof of Florida Registration (if required)
☐	18-Professional License(s) (if required)
☐	19-W9
☐	20-Proof of Insurance
☐	21-Executed Service Agreement (Attachment 1)
☐	22-Solicitation Label affixed to envelope
☐	23-USB drive with electronic copy of submittal
☐	

1 SUBMITTAL ACKNOWLEDGEMENT

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

Respondent certifies, represents, and warrants that all information contained in Respondent’s submittal is accurate and truthful and that the City of Cocoa will rely on said information during its review of the submittal. Respondent understands and agrees that misleading, fraudulent, untruthful, and deceitful information, whether presented to the City in writing or verbally, shall be grounds for immediate disqualification.

The undersigned acknowledges receipt of the following addenda to the solicitation document(s) (Give number and date of each, or leave blank if none):

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

THE UNDERSIGNED RESPONDENT HEREBY AGREES TO THE TERMS AND CONDITIONS SET FORTH ABOVE AND CONTAINED ELSEWHERE IN THIS SOLICITATION AND CERTIFIES THAT INFORMATION AS PROVIDED HEREIN, IS TRUTHFUL, AND CORRECT AT THE TIME OF SUBMISSION.

Company Name: _____

Address: _____

Telephone: _____ Email: _____

Authorized Signature Date

Name Title

STATE OF _____

COUNTY OF _____

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

NOTARY PUBLIC, State of _____

2 BID FORM

Proposal of _____
(Name)

(Address)

to furnish all materials, service, equipment, and labor required for the supply of **Water and Wastewater Treatment Chemicals** as indicated in the bid documents.

Bidders:

The undersigned Bidder has carefully examined the Contract Documents and is familiar with the nature and extent of the work and any local conditions that may in any manner affect the work to be done and the equipment, materials and labor required. The undersigned agrees to do all of the work called for by said plans and specifications, in the manner prescribed therein, in accordance with the Contract Documents, for the prices stated in the spaces herein provided.

Specification Section	Description	Unit	Unit Cost	Minimum Order Quantity for Delivery
5.01	Quick Lime 3/8"	TON	\$	
	Quick Lime 3/4"	TON		
	Quick Lime 1/2" x 1/8" Rice	TON	\$	
5.02	Soda Ash	TON	\$	
5.03	Anhydrous Ammonia	TON	\$	
5.04	Hydrofluosilicic Acid	TON	\$	
5.05	Carbon dioxide	TON	\$	
5.06	Ferric Sulfate	GAL	\$	
5.07	Liquid Oxygen	LB	\$	
5.08	Ammonium Sulfate	GAL	\$	
5.09	Wisprofloc – N Starch	TON	\$	
5.10	Liquid Aluminum Sulfate	GAL	\$	

THE UNDERSIGNED ALSO AGREES AS FOLLOWS:

1. TERMINATION FOR DEFAULT:

- a.** The performance of work under this agreement may be terminated by the City, in whole or in part, in writing, whenever the City shall determine that the Contractor has failed to meet performance requirements of this Agreement.
- b.** The City has a right to terminate for default if the Contractor fails to make delivery of the supplies or perform the Work, or if the Contractor fails to perform the work within the time specified in the Agreement, or if the Contractor fails to perform any other provisions of the Agreement.
- c.** Failure of a Contractor to deliver or perform the required work within the time specified, or within a reasonable time as determined by the City or failure to make replacements of rejected articles or work when so requested, immediately or as directed by the City, shall constitute authority for the City to purchase in the open market articles or work of comparable grade to replace the articles or Work rejected, not delivered, not completed. On all such purchases, the Contractor or his surety shall reimburse the City, within a reasonable time specified by the City, for any expense incurred in excess of the Agreement prices.
- d.** Such purchases shall be deducted from Agreement quantities. Should public necessity demand it, the City reserves the right to utilize services or use and/or consume articles delivered which are substandard in quality, subject to an adjustment in price to be determined by the City. The Contractor shall not be liable for any excess costs if acceptable evidence has been submitted to the requesting departments Director that failure to perform the Work was due to causes beyond the control and without the fault or negligence of the Contractor.

2. FAMILIARITY WITH THE WORK:

The Contractor by executing this Agreement acknowledges full understanding of the extent and character of the Work required and the conditions surrounding the performance thereof. The City will not be responsible for any alleged misunderstanding of work to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof. It is understood that the execution of this Agreement by the Contractor serves as his stated commitment to fulfill all the conditions referred to in this Agreement.

3. FOB POINT/CHEMICAL QUANTITIES BY PARTICIPATING ENTITY

All chemicals shall be FOB Destination (Delivery Point) Cost for delivery and unloading are to be included in the bid price. Brevard County Public Entity Purchasing Cooperative **members or other participating entities will provide locations and quantities by issuance of a purchase order.**

4. The Buyer reserves the right to increase or decrease these estimated quantities as needed.

5. Contract is for period from October 1, 2024, through September 30, 2025. Contract is renewable for three (3) consecutive twelve (12) month periods, with an option to negotiate rates in accordance with section 1.06 of this Invitation to Bid , not to exceed three (3) consecutive years, at the approval of both parties and contingent on funds and approval by the Cocoa City Council and participating BCPEPC member governing Councils/Commissions.

6. Any deviation(s) from the specifications must be so indicated on the EXCEPTIONS TO SPECIFICATIONS form.

- 7. The City shall receive shipments as required on an as needed basis throughout the year.
- 8. POTENTIAL BIDDERS ARE FREE TO BID ON ANY OR ALL ITEMS REFLECTED IN THE BID FORM. ITEMS THAT ARE NOT BID SHOULD BE MARKED N/B OR LEFT BLANK.

Company Name:

Address:

Telephone:

Email:

Authorized Signature

Date

Name

Title

This image shows a full page of blank, lined paper. It features approximately 20 evenly spaced horizontal blue or grey lines across its entire width, typical of notebook paper. The lines are uniform in thickness and spacing, providing a guide for writing. There are no margins, text, or other markings on the page.

4 REFERENCES

Bidder shall submit as a part of the bid package, three (3) work references. The Bidder must include name of the business, address, contact person, and telephone number. This list of references must be of similar nature and size preferably governmental/Municipalities.

Business Name	
Address	
Telephone Number	
Contact Person	

Business Name	
Address	
Telephone Number	
Contact Person	

Business Name	
Address	
Telephone Number	
Contact Person	

5 STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered, and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The bidder may submit any additional information he desires.

- A. Name of Bidder:_____
- B. Permanent main office address:_____
- C. When organized (Month/Year): _____, 19_____
- D. If a corporation, where incorporate (State): _____
- E. How many years have you been engaged in the contracting business under your present firm or trade name? (Years)_____
- F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)

Contract Name	Amount of Contract	Anticipated Completion Dates

- G. General character of work performed by your company._____

- H. Have you ever failed to complete any work awarded to you? Yes ☐ No ☐ If yes, please specify where and why:_____

- I.

Have you ever defaulted on a contract? Yes ☐ No ☐ If yes, please specify where and why

J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.

Project Name	Approximate Cost	Month Completed	Year Completed

K. List your major equipment: _____

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any Information requested by the City of Cocoa in verification of the recitals comprising this Statement of Bidder’s Qualifications.

Company Name:			
Address:			
Telephone:		Email:	
Authorized Signature		Date	
Name		Title	

6 INSURANCE REQUIREMENTS

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

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

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

- C. City as Additional Insured. The successful Bidder/Contractor and/or subcontractor shall name the “City of Cocoa” as an Additional Insured, to the extent of the services to be provided hereunder, on all required insurance policies, and provide the City with proof of same.
- D. Certificates of Insurance. The successful Bidder/Contractor and/or subcontractor shall provide the City’s Purchasing & Contracts Division with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:
1. The name of the insured Contractor,
 2. The specified job by name and job number,
 3. The name of the insurer,
 4. The number of the policy,

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

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

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

- E. Waiver. Receipt of certificates or other documentation of insurance or policies or copies of policies by the City, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the successful Bidder's/Contractor's obligation to fulfill the insurance requirements specified herein.
- F. Subcontractors. The successful Bidder/Contractor shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of an Agreement, maintain the same insurance requirements set forth herein. In addition, the successful Bidder/Contractor shall maintain proof of same on file and make readily available upon request by the City.
- G. Loss Deductible Clause. The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the successful Bidder/Contractor and/or subcontractor providing such insurance.
- H. Additional Requirements. All insurance carriers shall have AM Best Rating of at least A, and a size VII or larger. The General Liability and Workers Compensation policies shall have a waiver of subrogation in favor of the City of Cocoa. The liability policies shall be Primary/Non-Contributory.

AFFIANT SIGNATURE

Typed Name of AFFIANT

Title

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

NOTARY PUBLIC
STATE OF _____
MY COMMISSION EXPIRES: _____

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

7 **Certificate of Non-Segregated Facilities**

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

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

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

Company Name:			
Address:			
Telephone:		Email:	
Authorized Signature		Date	
Name		Title	

8 Drug-Free Workplace Certification

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

In order to have a drug-free workplace program, a business shall:

- A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- B. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- C. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in the first paragraph.
- D. In the statement specified in the first paragraph, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- E. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- F. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the foregoing provisions.

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

Company Name:

Address:

Telephone:

Email:

Authorized Signature

Date

Name

Title

9 Conflict of Interest and Non-Collusion Statement

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

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

[Please print name of individual signing]

B. **CONFLICT OF INTEREST**

- A. The entity hereby submits a proposal/offer to ITB # _____ for _____ Services.
- B. The AFFIANT has made diligent inquiry and provided the information in this statement affidavit based upon its full knowledge.
- C. The AFFIANT states that only one submittal for this solicitation has been submitted and tendered by the appropriate date and time and that said above stated entity has no financial interest in other entities submitting a proposal for the work contemplated hereby.
- D. Neither the AFFIANT nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion or collusive activity, or otherwise taken any action which in any way restricts or restraints the competitive nature of this solicitation, including but not limited to the prior discussion of terms, conditions, pricing, or other offer parameters required by this solicitation.
- E. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise prohibited from participation in this solicitation or any contract to follow thereafter by any government entity.
- F. Neither the entity nor its affiliates, nor anyone associated with them, have any potential conflict of interest because and due to any other clients, contracts, or property interests in this solicitation or the resulting project.
- G. I hereby also certify that no member of the entity's ownership or management or staff has a vested interest in any City Division/Department/Office.
- H. I certify that no member of the entity's ownership or management is presently applying, actively seeking, or has been selected for an elected position within City of Cocoa government.
- I. In the event that a conflict of interest is identified in the provision of services, I, the undersigned will immediately notify the City in writing.

C. **NON-COLLUSION PROVISION CERTIFICATION**

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

D. **LOBBYING CERTIFICATION**

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

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

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

Company Name: _____

Address: _____

Telephone: _____ **Email:** _____

Authorized Signature **Date**

Name **Title**

STATE OF _____
COUNTY OF _____

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

NOTARY PUBLIC, State of _____

10 **Organizational Information**

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

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

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

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

Company Name:			
Address:			
Telephone:		Email:	
Authorized Signature		Date	
Name		Title	

11 Proposed Schedule of Subcontractor Participation

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

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

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

Company Name:

Address:

Telephone:

Email:

Authorized Signature

Date

Name

Title

12 Truth-in-Negotiations Certification

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

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

Company Name: _____

Address: _____

Telephone: _____ Email: _____

Authorized Signature _____ Date _____

Name _____ Title _____

STATE OF _____
COUNTY OF _____

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

NOTARY PUBLIC, State of _____

13 Contractor Certification Regarding Scrutinized Companies

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

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

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

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

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

Bidder/Contractor Name: _____

Mailing Address: _____

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

Signatory Printed Name FEIN: _____ Authorized

Title Date

14 E-Verify Contractor Affidavit

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

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

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

Company Name: _____

Address: _____

Telephone: _____ Email: _____

Authorized Signature _____ Date _____

Name _____ Title _____

STATE OF _____
COUNTY OF _____

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

NOTARY PUBLIC, State of _____

FEDERALLY REQUIRED CONTRACT CLAUSES FOR FEMA GRANTEES AND SUBGRANTEES

1. *Equal Employment Opportunity*

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

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

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

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

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

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

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

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

2. *Compliance with the Davis-Bacon Act*

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

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

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

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

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

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

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

6. Clean Air Act

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

7. Federal Water Pollution Control Act

- a. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.
- b. The contractor agrees to report each violation to the City of Cocoa and understands and agrees that the City of Cocoa will, in turn, report each violation as required to assure notification to the Florida Division of Emergency Management, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

ITBB-25-01-BCPEPC

WATER AND WASTEWATER TREATMENT CHEMICALS

Page 80 of 87

- c. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

8. Suspension and Debarment

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

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

- a. Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

10. PROCUREMENT OF RECOVERED MATERIALS

- a. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 - i. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - ii. Meeting contract performance requirements; or
 - iii. At a reasonable price.
- b. Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement guidelines web site, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.
- c. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

11. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

- a. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in

FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

- b. Prohibitions.
 - i. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
 - ii. Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
 - 1. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - 2. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - 3. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
 - 4. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
- c. *Exceptions.*
 - i. This clause does not prohibit contractors from providing—
 - 1. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - 2. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
 - ii. By necessary implication and regulation, the prohibitions also do not apply to:
 - 1. Covered telecommunications equipment or services that:
 - a. Are *not used* as a substantial or essential component of any system; *and*
 - b. Are *not used* as critical technology of any system.
 - 2. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.
- d. *Reporting requirement.*
 - i. In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

- ii. The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:
 - 1. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - 2. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.
- e. *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

12. DOMESTIC PREFERENCES FOR PROCUREMENTS

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

13. Access to Records

The following access to records requirements apply to this contract:

- (1) The contractor agrees to provide the City, the State of Florida, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

14. DHS Seal, Logo, and Flags

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

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

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

16. No Obligation by Federal Government

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

17. Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

18. Affirmative Socioeconomic Steps

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

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

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

THE UNDERSIGNED RESPONDENT HEREBY AGREES TO THE TERMS AND CONDITIONS SET FORTH ABOVE AND CONTAINED ELSEWHERE IN THIS AGREEMENT AS IF SET FORTH ABOVE

Company Name:

Address:

Telephone:

Email:

Authorized Signature	Date
Name	Title

ATTACHMENT 1
SERVICE AGREEMENT



Purchasing

65 Stone Street • Cocoa, FL 32922

PHONE: (321) 433-8833

EMAIL: PURCHASING@COCOAFL.GOV

August 13, 2024

Addendum 1

To the Contract Documents and Specifications:

ITB# B-23-25-BCPEPC

Water Treatment Chemicals

To All Plan Holders:

The following addresses and provides clarification of the Bidding Documents and Specifications as fully and completely as if the same were fully set forth therein. Receipt of this addendum must be noted on the Receipt of Addendum(s) and Acknowledgement Form.

- A. At the time the bid was published estimated quantities are only available for the City of Cocoa and the City of Titusville. Quantities and locations for other member agencies will be provided by that agency at the time of order however subject to the availability by the supplier. Supplier may specify minimum order quantities in its response to the solicitation. The table below provides the estimated quantities for the City of Cocoa and the City of Titusville only.

Estimated Annual Quantities and Current Pricing

ITB B-25-01-BCPEPC

AGENCY NAME	CITY OF COCOA	CITY OF TITUSVILLE	CITY OF TITUSVILLE		Current cost per UOM (City of Cocoa)	
Location Name	Dyal WTP	Mourning Dove WTP	Osprey WTF	Total		Notes
Quick Lime 3/8" Pebble (TON)	5,700			5,700	\$468.40	Carmeuse Lime & Stone
Quick Lime 3/4" Pebble (TON)				N/A	\$468.40	Carmeuse Lime & Stone
Quick Lime 1/2" X 1/8" Rice (TON)		1,555		1,555	N/A	No Current Contract
Soda Ash (TON)	2,712			2,712	\$430.00	Genesis Alkali
Anhydrous Ammonia (TON)		5		5	N/A	No Current Contract
Hydrofluosilicic Acid (GAL)		34,000		34,000	N/A	No Current Contract
Carbon Dioxide (TON)	1,068	80		1,148	\$470.00	Matheson Tri-Gas Inc.

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Ferric Sulfate (TON)	1,200			1,200	\$2,355.00	THATCHER CHEMICAL OF FLORIDA, INC. Cost shown per dry ton of iron as per prior bid. Current Bid is per ton.
Liquid Oxygen (LB)	992,080			992,080	\$0.07	Linde Inc.
Ammonium Sulfate (GAL)	84,896	600		85,496	\$1.89	Hawkins, Inc.
Wisprofloc Starch (TON)				N/A	N/A	No Current Contract
Liquid Aluminum Sulfate (GAL)			15,000	15,000	N/A	No Current Contract

**Additional quantities are likely by other cooperative member entities and/or other non-member public entities eligible to participate in the cooperative however estimates were not available at the time of publication.*

Location Name	Street	City	State	ZIP
Dyal WTP	28400 S.R. 520	Christmas	FL	32709
Mourning Dove Water Plant	2836 Garden Street	Titusville	FL	32796
Osprey WTF	1105 Buffalo Road	Titusville		32796

B. This addendum includes and addresses the following questions:

- B.1. On page 54, the aluminum sulfate spec states delivery will be 1000-1500 gallons, is this for all locations requiring liquid alum? [Known annual quantities are shown in the table above. Actual order amounts and locations may vary. You may state a minimum order amount on the bid.](#)
- B.2. Can we please have a copy of your Equal Employment Opportunity policy? The City of Cocoa's EEO policy can be found on page 29 of the City's employee handbook using the following web link: <https://www.cocoafl.gov/DocumentCenter/View/12681/City-of-Cocoa-Employee-Handbook-ADApdf>
- B.3. Do any of the ammonium sulfate deliveries require a small truck to access the site? The City of Cocoa does not have any delivery restrictions. Contact the City of Titusville procurement division representative Christopher Laabs at Christopher.Laabs@Titusville.com for more information on the Osprey WTF location.
- B.4. In section 1.6 the adjustment mechanism for the renewal terms references the use of the PPI Chemicals and Allied Products-Synthetic Ammonia, Nitric Acid and Ammonium Compounds, Not Seasonally Adjusted. Series ID: WPU0652013A. However, this mechanism will not address adjustment of Aluminum Sulfate or Ferric Sulfate, are there other PPI series that the City intends to use or another mechanism to address price changes? [For the metal based materials we can use index WPU10.](#)

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C. All other Bidding/Contract Documents and Specifications remain unchanged.

Should there be additional questions or clarification needed please contact the Purchasing and Contracts Division at purchasing@cocoafl.gov.

Brian Dale
Purchasing Manger
City of Cocoa

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Finance Department, Purchasing

65 Stone Street • Cocoa, FL 32922

PHONE: (321) 433-8844

www.CocoaFL.gov

**CITY OF COCOA
AMENDMENT TO SERVICE AGREEMENT
1st AMENDMENT**

**Water and Wastewater Treatment Chemical – Liquid Oxygen
CONTRACT NO. B-25-01-BCPEPC-G**

This FIRST Amendment to the Service Agreement for Water and Wastewater Treatment Chemical –Liquid Oxygen is made between the City of Cocoa and Linde, Inc., 7000 High Grove Blvd., Burr Ridge, IL 60527.

The agreement entered on September 10, 2024, is hereby amended to renew for the first renewal option for twelve (12) additional months at the rate of \$0.075 per pound with terms, and conditions commencing on October 1, 2025, and terminating on September 30, 2026.

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

LINDE, INC.

CITY OF COCOA

By: Holly O'Donnell

(Name) Printed

By: Stockton Whitten

(Name) Printed

Director - Government & Aerospace Programs

(Title)

City Manager

(Title)

Holly O'Donnell
Signature

6/25/25

Date

Stockton E. Whitten
Signature

Date

CC: Monica Arsenault, City Clerk
James Mitchell, Water Treatment Manager
Brian Dale, Purchasing Manager

ATTESTED BY: CITY CLERK

SEAL

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CITY OF COCOA

SERVICE CONTRACT

B-25-01-BCPEPC

WATER AND WASTEWATER TREATMENT CHEMICALS

Award: B-25-01-BCPEPC-G

Supplier: Linde, Inc.

Products: Liquid Oxygen



PURCHASING DEPARTMENT

65 Stone Street • Cocoa, FL 32922

PHONE: (321) 433-8833

FAX: (321) 433-8685

EMAIL: PURCHASING@COCOFL.ORG

SERVICE AGREEMENT

B-25-01-BCPEPC-___

WATER AND WASTEWATER TREATMENT CHEMICALS

THIS AGREEMENT ("Agreement") is made the 10th day of September, 2024, by and between the City of Cocoa, headquartered at 65 Stone Street, Cocoa, FL, 32922, hereinafter referred to as "BUYER," and Linde Inc. with its principal place of business located at 7000 High Grove Blvd., Burr Ridge, IL 60527, hereinafter referred to as "SERVICE PROVIDER."

RECITALS:

WHEREAS, BUYER is a municipal corporation existing under the State of Florida, and in the conduct of its business, desires to obtain all materials, service, equipment, and labor required for the delivery of certain chemicals as are necessary to treat potable water and wastewater; and

WHEREAS, SERVICE PROVIDER is an active for-profit corporation, existing under the laws of the State of Florida, experienced in the foregoing and agrees to perform these services for the BUYER under the terms and conditions set forth in this Agreement; and

WHEREAS, SERVICE PROVIDER and BUYER are hereby bound by the terms and conditions of this Agreement. BUYER and SERVICE PROVIDER are hereby also bound by the terms and conditions of the Invitation to Bid ITB B-25-01-BCPEPC, attached hereto as **Exhibit "A"** and incorporated by reference; and by the SERVICE PROVIDER's Response, attached hereto as **Exhibit "B"** and incorporated by reference; and

WHEREAS, SERVICE PROVIDER comply with Federal, State, and local regulations regarding the transportation and delivery of hazardous chemicals; and

WHEREAS, BUYER shall not be held responsible for violations of any federal, state, or local regulations that occur related to the transportation and delivery of hazardous chemicals by SERVICE PROVIDER.

WHEREAS, the Contract will provide that Brevard County Public Entity Purchasing Cooperative members or any state and local governmental entities may make purchases at prices indicated in the Contract.

NOW, THEREFORE, in consideration of the mutual premises set forth in this Agreement, it is agreed by and between BUYER and SERVICE PROVIDER as follows:

Table of Contents

SERVICE AGREEMENT	2
RECITALS	2
NATURE OF WORK	3
PLACE OF WORK.....	3
TIME DEVOTED TO WORK	4
PAYMENT	4
TERM	5
STATUS OF SERVICE PROVIDER.....	6
INDEMNIFICATION.....	6
TERMINATION.....	6
PUBLIC RECORDS.....	6
INSURANCE.....	9
NOTICES.....	10
E-VERIFY	11
MISCELLANEOUS	12
EXHIBIT A.....	19
Invitation to Bid B-25-01-BCPEPC.....	19
EXHIBIT B.....	20
Bidder Response	20

SECTION ONE NATURE OF WORK

SERVICE PROVIDER will provide services related to the transportation and delivery of chemicals for water and wastewater treatment, as are described in **Exhibits "A,"** and **"B"** attached hereto and incorporated herein by this reference, generally referred to as "Services" herein. SERVICE PROVIDER shall ensure that the chemicals provided to BUYER meets the quality and purity standards outlined. Providing chemicals that do not meet applicable quality and purity standards shall be considered a material breach. Unless otherwise provided herein, SERVICE PROVIDER shall furnish all materials, tools, equipment, and manpower to complete the work required by this Agreement. The SERVICE PROVIDER warrants that it holds any and all necessary licenses required to conduct the work required by this Agreement, and agrees to maintain said licenses in good standing during the term of this Agreement, including a City of Cocoa Business Tax Receipt (unless SERVICE PROVIDER is otherwise exempt from the payment of the City's business taxes). The SERVICE PROVIDER shall immediately notify the BUYER in the event of a loss, suspension or termination of any license required to perform the Services set forth in this Agreement. SERVICE PROVIDER acknowledges that it has investigated prior to the execution of this Agreement and satisfied itself as to the conditions affecting the Services, the availability of materials and labor, the cost thereof, the requirements to obtain necessary insurance as set forth herein, and the steps necessary to complete the Services within the time set forth herein. SERVICE PROVIDER warrants unto the BUYER that it has the competence and abilities to carefully and faithfully complete the Services within the time set forth herein. SERVICE PROVIDER will perform its Services with due and reasonable diligence consistent with sound professional practices. SERVICE PROVIDER shall ensure compliance with all applicable safety standards and with all federal, state, and local regulations related to the handling, transportation, and delivery of Carbon Dioxide.

SECTION TWO PLACE OF WORK

SERVICE PROVIDER agrees to come to the locations described in **Exhibit "A"**, or such other places as reasonably designated by the BUYER, to perform the Services as necessary. SERVICE PROVIDER shall be responsible for coordinating access to the location where the Services will be performed and all necessary meeting, set-up, staging or workstation space with the BUYER's representative. SERVICE PROVIDER shall additionally follow all security protocols deemed necessary by the BUYER as determined in its sole discretion. As part of the Services, SERVICE PROVIDER will be responsible for safekeeping all keys, access codes, combinations, access cards, personal identification numbers, passwords, and similar security codes and identifiers issued to SERVICE PROVIDER's employees, agents, or subcontractors, as applicable. SERVICE PROVIDER agrees to require its employees to promptly report a lost or stolen access device or information. BUYER or its affiliates shall at all times have the right to review or observe the Services performed by SERVICE PROVIDER. No inspection, review, or observation shall relieve SERVICE PROVIDER of its responsibility under this Agreement.

SECTION THREE TIME DEVOTED TO WORK

In the performance of Services, the services and number of hours SERVICE PROVIDER is to work on any given day will be entirely within SERVICE PROVIDER'S control and professional judgment, and BUYER will rely upon SERVICE PROVIDER to exercise sound professional judgment and to devote such time, as is reasonably necessary, to fulfill the intent and purpose of this Agreement. SERVICE PROVIDER shall be required provide and deliver chemicals for the Term of this Agreement pursuant to the relevant provisions of **Exhibit "B,"** attached hereto and incorporated by reference. The chemicals that SERVICE PROVIDER has agreed to supply to BUYER shall be delivered on an as-needed basis to BUYER. Deliveries are FOB to the BUYER's destination. When Services are required, BUYER shall submit an order to SERVICE PROVIDER. Generally, deliveries should be made between the hours of 7:00 a.m. and 3:00 p.m. on normal working days (Monday through Friday), or as otherwise provided by the BUYER. BUYER shall have sole discretion as to when deliveries are to be received. Unless otherwise agreed to at the time an order is placed, SERVICE PROVIDER is to make deliveries within three days (72 hours, including weekends and holidays) of the BUYER operations staff placing an order. SERVICE PROVIDER shall comply with delivery procedures, safety requirements, and documentation requirements as are set forth in **Exhibit "B."** All work furnished by the SERVICE PROVIDER hereunder shall conform to high quality professional standards of care and practice in effect at the time the work was performed. SERVICE PROVIDER shall complete all of said Services in a timely manner and will keep the BUYER apprised of the status of work as reasonably requested by the BUYER. Should SERVICE PROVIDER fall behind on an established schedule, it shall employ such resources so as to comply with the schedule. No extension for completion of Services shall be granted to SERVICE PROVIDER without BUYERs prior written consent.

SECTION FOUR PAYMENT

SERVICE PROVIDER will be compensated as set forth in SERVICE PROVIDER'S Bid Price Schedule, which is found in **Exhibit "B"** SERVICE PROVIDER'S Response to ITB B-25-01-BCPEPC. Pursuant to **Exhibit "A,"** delivery shall be FOB to the BUYER's destination. Payments shall be due and payable as provided by the Florida Local Government Prompt Payment Act s. 218.70 et. seq., Florida Statutes. All Services provided to the BUYER must be described upon the Service Provider's invoice with sufficient clarity for the BUYER to easily identify and confirm the Services having been provided. All invoice entries shall clearly indicate the type of Service rendered, identify the SERVICE PROVIDER's employee who rendered such Service, and note the appropriate charge and hourly rate, if applicable. If upon the request of the BUYER, SERVICE PROVIDER agrees to perform additional services hereunder, the BUYER shall pay SERVICE PROVIDER for the performance of such additional services an additional amount (in addition to all other amounts payable under this Agreement) based on a mutually agreed upon addendum to

this Agreement providing for such additional fee and services, executed by the parties to this Agreement. The BUYER shall not be responsible for the payment of any additional services provided by SERVICE PROVIDER unless the description of said services has been set forth in the aforementioned addendum and the addendum has been approved by the BUYER in accordance with the BUYER's purchasing policies and procedures.

SECTION FIVE TERM

The term shall commence on October 1, 2024. ("Commencement Date"). The initial term of the Agreement shall be for one (1) year with the option to extend for three (3) additional one (1) year periods. The BUYER's may exercise a renewal option, subject to SERVICE PROVIDER'S agreement to the renewal, by providing the SERVICE PROVIDER with at least thirty (30) days written notice in advance of the anniversary of the Commencement Date. Renewals shall be made upon mutual agreement of the Parties and upon the same terms described herein.

The pricing shall remain fixed for the initial term. Following the initial term the fixed prices may be adjusted upward or downward on a yearly basis based on changes to the following price index:

Producer Price Index (PPI), Chemicals and Allied Products-Synthetic Ammonia, Nitric Acid and Ammonium Compounds, Not Seasonally Adjusted. Series ID: WPU0652013A.

It is the SERVICE PROVIDER's responsibility to request any pricing adjustments under this provision. Pricing adjustments will be considered yearly on the contract effective date. For any adjustment to be considered, the SERVICE PROVIDER's request for adjustment should be submitted to the BUYER's Purchasing Division, no less than 90 calendar days prior to the anniversary date. The SERVICE PROVIDER's adjustment request may not be in excess of the relevant documented pricing index.

Any adjustment request received after 90 calendar days from the anniversary date may not be considered. If no adjustment request is received from the awarded bidder, the Buyer will assume that the awarded bidder has agreed that the next 12 month period will be without any upward price adjustment. The BUYER reserves the right to negotiate lower pricing based on market research information or other factors that influence price. The Buyer reserves the right to apply any reduction in pricing for the next 12 month period based on the downward movement of the appropriate index.

The SERVICE PROVIDER's price is inclusive of all costs, charges, and fees involved in providing the specified products. Additional charges of any kind added to the invoice submitted by the SERVICE PROVIDER is prohibited.

SECTION SIX STATUS OF SERVICE PROVIDER

This Agreement calls for the performance of the services of SERVICE PROVIDER as an independent contractor, and SERVICE PROVIDER, an active Florida corporation, will not be considered an employee of the BUYER for any purpose.

SECTION SEVEN INDEMNIFICATION

To the extent permitted by law, each party will indemnify and hold harmless the other party from and against any and all costs, fees (including reasonable legal fees and expenses), damages, liabilities and claims arising from the injury, illness, or death of the indemnifying party's employees in any way related to any activities performed in connection with Product or Equipment supplied by Seller under this Agreement, arising out of or resulting from any claim, suit, proceeding or cause of action brought by a Third Party against a Party, based on the negligent and/or intentional acts of the Indemnifying Party.

SECTION EIGHT TERMINATION

Notwithstanding Section Five, the BUYER may terminate this Agreement for any reason, with or without cause and without penalty, by giving the SERVICE PROVIDER thirty (30) days advance written notice of the termination of this Agreement. In the event of any termination without cause pursuant to the preceding sentence, BUYER shall continue to be responsible for the payment of any outstanding undisputed invoices delivered to BUYER prior to the date of termination. In addition, should SERVICE PROVIDER materially breach this Agreement and such breach is not cured within fifteen (15) days of receiving written notice of such breach by the BUYER, the BUYER shall be entitled to terminate this Agreement immediately and SERVICE PROVIDER shall refund the BUYER any pre-paid fees for Services not delivered to the BUYER's satisfaction by SERVICE PROVIDER.

SECTION NINE PUBLIC RECORDS

- A. Pursuant to Section 119.0701, Florida Statutes, and other applicable public records laws (collectively, the "Public Records Laws"), SERVICE PROVIDER 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 SERVICE PROVIDER related, directly or indirectly, to the services provided to the BUYER under this Agreement and made or received pursuant to law or ordinance or in connection with the transaction of official business by the BUYER, may be deemed to be a public record under and pursuant to the Public Records Laws, whether in the possession or control of the BUYER or the SERVICE PROVIDER. If and to the extent 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 SERVICE PROVIDER are subject to the provisions of Chapter 119, Florida Statutes, or other Public Records Laws (records subject to the Public Records Laws are herein referred to as "public records"), they may not be destroyed without the specific written approval of the BUYER's designated custodian of public records. 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 SERVICE PROVIDER be open and freely exhibited to the BUYER for the purpose of examination and/or audit. Notwithstanding anything herein to the contrary, the parties agree to maintain the confidentiality of any and all records or documents from third party disclosure that are deemed confidential and/or exempt from public records disclosure pursuant to federal or state law, including, but not limited to, under the Health Insurance Portability and Accountability Act of 1996 and related HIPAA Privacy Rules.

IF THE SERVICE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SERVICE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE BUYER'S CUSTODIAN OF PUBLIC RECORDS.

SERVICE PROVIDER is required to and agrees to comply with public records laws. SERVICE PROVIDER shall keep and maintain all public records required by the BUYER to perform the services as agreed to herein. SERVICE PROVIDER shall provide the BUYER, upon request from the BUYER, copies of the requested public records or allow the public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law. SERVICE PROVIDER 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. Upon completion of the Agreement, SERVICE PROVIDER shall transfer to the BUYER, at no cost, copies of all public records in possession of the SERVICE PROVIDER, provided the transfer is requested in writing by the BUYER. Upon such transfer, SERVICE PROVIDER 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 copies of the public records be transferred, the SERVICE PROVIDER 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 public 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 SERVICE PROVIDER of the request and the SERVICE PROVIDER shall then provide such public records to the City or allow the records to be inspected or copied within a reasonable time. If the SERVICE PROVIDER does not comply with a public records request, the City may enforce this Section to the extent permitted by law. SERVICE PROVIDER acknowledges that if the SERVICE PROVIDER does not provide the public records to the City within a reasonable time, the SERVICE PROVIDER may be subject to penalties under Section 119.10, Florida Statutes. The SERVICE PROVIDER acknowledges that if a civil action is filed against the SERVICE PROVIDER to compel production of public records relating to this Agreement, the court may assess and award against SERVICE PROVIDER 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 SERVICE PROVIDER, be open and freely exhibited to the City for the purpose of examination, audit, or otherwise. Failure by SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER's failure to comply with this Section, the City shall collect from SERVICE PROVIDER prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against SERVICE PROVIDER. 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 SERVICE PROVIDER's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

- B. All documents, including but not limited to, drawings, specifications and data or programs stored electronically or otherwise, prepared by the SERVICE PROVIDER and its independent contractors and associates pursuant to this Agreement or related exclusively to the Services described herein shall be owned by the CITY and may be reused by the CITY for any reason or purpose at any time. However, the CITY agrees that the aforesaid documents are not intended or represented to be suitable for reuse by the City or others on any undertaking other than the Work outlined in this Agreement. Any reuse for an undertaking other than for the Work without verification or adaptation by the SERVICE PROVIDER, 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 SERVICE PROVIDER.

- C. The City and the SERVICE PROVIDER agree that upon payment of fees due to the SERVICE PROVIDER 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 SERVICE PROVIDER, as applicable, 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 SERVICE PROVIDER 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 SERVICE PROVIDER in the performance of this Agreement, and hereby assigns and conveys the same to the CITY whether in the possession or control of the SERVICE PROVIDER or not.
- D. Notwithstanding any provisions to the contrary contained in this Agreement, the SERVICE PROVIDER 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

SECTION TEN INSURANCE

During the term of this Agreement, SERVICE PROVIDER shall be responsible for providing the types of insurance and limits of liability as set forth under this Paragraph. The insurance policies provided hereunder by SERVICE PROVIDER shall also include coverage with respect to services performed by all agents and independent contractors employed by SERVICE PROVIDER to perform any Work hereunder.

- a. The SERVICE PROVIDER shall maintain comprehensive general liability insurance in the minimum amount of \$1,000,000 as the combined single limit for each occurrence and \$2,000,000 general aggregate with a deductible not less than \$5,000 unless otherwise approved in writing by the City Manager to protect the SERVICE PROVIDER from claims of property damages which may arise from any Work performed under this Agreement whether such Work are performed by the SERVICE PROVIDER or by anyone directly employed by or contracting with the SERVICE PROVIDER.
- b. The SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER or by anyone directly or indirectly employed by the SERVICE PROVIDER.

c. The SERVICE PROVIDER 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 \$1,000,000 for all of its employees performing Work for the CLIENT pursuant to this Agreement.

d. THE SERVICE PROVIDER shall maintain Pollution Liability Insurance coverage, which covers any and all losses caused by pollution conditions (including sudden and non-sudden pollution conditions) arising from the Services being performed pursuant to this Agreement, in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 per general aggregate.

All required insurance must be from insurance carriers that have a rating of "A" or better and a financial size category of "VII" or higher according to the A.M. Best Company (or equivalent rating and rating service as reasonably determined by the City Manager). 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 CITY by SERVICE PROVIDER upon the Effective Date of this Agreement which satisfied the insurance requirements of this Section. Renewal certificates shall be sent to the CITY at the time of any expiration. There shall also be a 30-day advance written notification to the CITY in the event of cancellation of any stipulated insurance coverage. **The CITY** shall be named as additional insured per ISO Endorsement Number CG 20 26 12 19 provided such insurance coverage shall be subject in all cases to the negotiated limitations of liability set forth in this Agreement notwithstanding any language to the contrary contained in any insurance certificate-issued or received by either party.

SECTION ELEVEN NOTICES

Any and all notices required or permitted under this Agreement shall be in writing and shall be sufficient in all respects if (i) delivered personally, (ii) mailed by registered or certified mail, return receipt requested and postage prepaid, or (iii) sent via a nationally recognized overnight courier service to the following:

For CITY:
Purchasing Manager
65 Stone Street

Cocoa, FL 32922

For SERVICE PROVIDER:

COMPANY NAME: Linde Inc.
ADDRESS: 7000 High Grove Blvd.
Burr Ridge, IL 60527

ATTENTION Kimberley Howard

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.

SECTION TWELVE E-VERIFY

1. Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, SERVICE PROVIDER 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.
2. Subcontractors
 - (i) SERVICE PROVIDER 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) SERVICE PROVIDER 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) SERVICE PROVIDER shall provide a copy of all subcontractor affidavits to the City upon receipt and shall maintain a copy for the duration of the Agreement.
3. SERVICE PROVIDER must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the SERVICE PROVIDER 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.
4. 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, SERVICE PROVIDER shall be liable for any additional costs incurred by the CITY as a result of the termination of the Agreement.

SECTION THIRTEEN MISCELLANEOUS

1. As an independent contractor, SERVICE PROVIDER shall pay all expenses in connection with its consulting business and SERVICE PROVIDER will not incur any indebtedness on behalf of CITY with this AGREEMENT.
2. 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.
3. This Agreement shall constitute the entire Agreement between the parties relative to the transaction contemplated herein and neither this Agreement nor any term or provision hereof may be waived, except by an instrument in writing executed by the CITY and SERVICE PROVIDER.
4. This Agreement shall be interpreted and enforced in accordance with the laws of the State of Florida, and the venue for any action brought or arising out of this Agreement shall be Brevard County, Florida for state court actions and Orlando, Florida for federal court actions.
5. Should any term or provision of this Agreement be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this Agreement, to the extent that the Agreement shall remain operable, enforceable and in full force and effect to the extent permitted by law.
6. This Agreement may be amended, extended, or renewed only with the written approval of the parties. There shall be no modification of this agreement without a writing.
7. This Agreement states the entire understanding and agreement between the parties and supersedes any and all written or oral representations, statements, negotiations, or agreements previously existing between the parties with respect to the subject matter of this Agreement, save for the representations which are attached to this Agreement as Exhibits. The SERVICE PROVIDER recognizes that any representations, statements or negotiations made by CITY staff do not suffice to legally bind the CITY in a contractual relationship unless they have been reduced to writing and signed by an authorized CITY representative. This Agreement shall

inure to the benefit of and shall be binding upon the parties, their respective assigns, and successors in interest.

8. CITY and SERVICE PROVIDER 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.
9. 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. SERVICE PROVIDER 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.
10. The SERVICE PROVIDER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the SERVICE PROVIDER, to solicit or secure this Agreement, and that it has not paid or agreed to pay any CITY employee or official, person, company, corporation, individual, or firm, other than a bona fide employee working solely for the SERVICE PROVIDER, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.
11. SERVICE PROVIDER shall not assign or subcontract this Agreement or any rights or any monies due or to become due hereunder without the prior, written consent of CITY. Unless specifically stated to the contrary in any written consent to any assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than CITY and SERVICE PROVIDER, and all duties and responsibilities under this Agreement will be for the sole and exclusive benefit of CITY and SERVICE PROVIDER and not for the benefit of any other party.
12. Precautions shall be exercised at all times for the protection of all persons (including the CITY's employees) and property. The safety provisions of all applicable laws, regulations, and codes shall be observed. Hazards arising from the use of vehicles, machinery, and equipment shall be guided or eliminated in accordance with the highest accepted standard of safety. SERVICE PROVIDER shall be solely and absolutely responsible and assume all

liability for the safety and supervision of its principals, employees, contractors, and agents while performing Services provided hereunder.

13. SERVICE PROVIDER 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 and the incorporated Exhibits. SERVICE PROVIDER shall also secure and maintain any and all permits and licenses required to complete this agreement. SERVICE PROVIDER shall comply with all safety regulations outlined in **Exhibit "B."** SERVICE PROVIDER shall ensure, as provided in **Exhibit "B,"** that all Material Safety Data Sheet (MSDS) documentation is appropriately furnished to CITY in compliance with Chapter 442, Florida Statutes. SERVICE PROVIDER shall ensure compliance with all federal, state, and local laws, related to the delivery, transportation, and handling of the chemical or chemicals which SERVICE PROVIDER is providing to CITY.
14. In the event that the chemicals provided by SERVICE PROVIDER to CITY should spill, leak, or otherwise breach containment during delivery or transport, SERVICE PROVIDER shall be responsible for cleanup. SERVICE PROVIDER shall comply with all applicable federal, state, and local regulations related to the cleanup of the provided chemicals. Cleanup services shall be provided at no additional cost to CITY.
15. SERVICE PROVIDER shall agree to provide technical assistance, as needed, regarding the application of its product, and disposal and handling of the residual produced by the application of its product, as applicable. SERVICE PROVIDER shall provide this assistance at no charge to the CITY. SERVICE PROVIDER shall provide technical research and reports as requested by the Water Department at no additional cost to CITY.
16. This Agreement is subject to the annual appropriations of funds by the City Council. The CITY has a right to cancel this contract for fiscal non-funding.
17. 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 SERVICE PROVIDER'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 sixty days, either party may terminate this Agreement.
18. SERVICE PROVIDER acknowledges that its employees and agents will behave in an appropriate manner while on any CITY property and while on any residential or commercial private property relating to the performance of Services in accordance with this Agreement

and shall, at all times, conduct themselves in a manner consistent with CITY policies and within the discretion of the City Project Manager or designee. Professional and personal conduct of SERVICE PROVIDER's staff shall conform to CITY's personnel policies. It is a breach of this Agreement for any agent or employee of SERVICE PROVIDER to behave in a manner which is inconsistent with good conduct or decorum or to behave in any manner that will disrupt the functioning of the CITY or constitute any level of threat to the safety, health, and well-being of any citizen, invitee, licensee, agent or employee of the CITY. SERVICE PROVIDER agrees to immediately remove any agent or employee if directed to do so by the City Project Manager or designee.

19. SERVICE PROVIDER shall acquire no rights under the Agreement to, and shall not use, the name of the CITY, either alone or in conjunction with or as part of any other name, word, mark, picture, logo, design, and/or trademark (collectively "City Marks") in any of Service Provider's advertising, publicity or promotion; to express or imply any endorsement by the City of its Services; or in any other manner (whether or not similar to the uses hereinabove specifically prohibited) without the prior review and written approval by the CITY, except as expressly permitted herein. No advertisement, publication, or other use of City Marks shall be published or otherwise promulgated by SERVICE PROVIDER without City's prior inspection and written approval. This clause shall survive the expiration or sooner termination of this Agreement.

20. By signing this Agreement, Service Provider certifies that it and its principals:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency.
- B. Have not, within the preceding five-year period, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
- C. Are not presently indicted or otherwise criminally charged by a government entity (federal, state or local) with commission of any of the offense enumerated in the preceding paragraph.
- D. Have not within the preceding five years had one or more public transactions (federal, state or local) terminated for cause or default.

Service Provider agrees to notify City within thirty (30) days after the occurrence of any of the events, actions, debarments, proposals, declarations, exclusions, convictions,

judgment, indictments, informations, or terminations as described above, with respect to Service Provider or its principals.

21. In case of any inconsistency in any of the documents bearing on the Agreement between the CITY and the SERVICE PROVIDER, the inconsistency shall be resolved by giving precedence in the following order:

- A. Addenda or change orders to this Agreement subsequent to the Effective date of this Agreement;
- B. This Agreement;
- C. Exhibits to this Agreement.

Any inconsistency in the work description shall be clarified by the City and performed by the Service Provider.

22. At its discretion, during the course of the work, should any errors, ambiguities, or discrepancies be found in the Agreement or specifications, the CITY at its sole discretion will interpret the intent of the Agreement and work descriptions and the SERVICE PROVIDER hereby agrees to abide by the CITY's interpretation and agrees to carry out the work in accordance with the decision of the CITY.

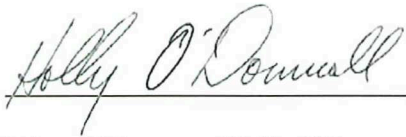
23. The SERVICE PROVIDER warrants and represents that it complies with all Federal and State requirements concerning fair employment and will not discriminate by reason of race, color, religion, sex, age, national origin, disability, national origin, sexual orientation, gender identity, or expression, and genetic information or any other category of persons protected pursuant to Florida law.

24. No inspection by the CITY, nor any payment for or acceptance of the whole or part of the items in this Agreement, nor any extension of time, nor any possession taken by the CITY of the product or services hereunder shall operate as a waiver of (1) any provision of this Agreement, (2) the right to have it fully performed, (3) any power herein reserved by the City or (4) any right to damages under this Agreement. No waiver of any breach of this Agreement shall be held to be a waiver of any other breach. Failure of CITY to insist upon performance within any time period or upon a proper level or quality of performance shall not act as a waiver of CITY's right to later claim a failure to perform by SERVICE PROVIDER.

IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby execute this Agreement on the date first written above.

SERVICE PROVIDER:

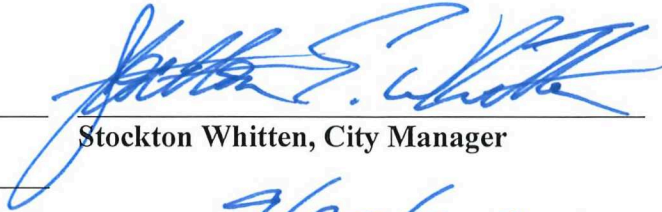
CITY OF COCOA:



Printed Name: Holly O'Donnell

Title: Director - Government & Aerospace Programs

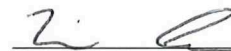
Date: September 20, 2024



Stockton Whitten, City Manager

Date: 9/20/2024

ATTEST:



Monica Arsenault, City Clerk, CMC

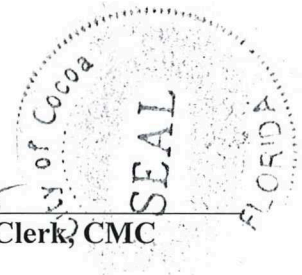


EXHIBIT A
Invitation to Bid B-25-01-BCPEPC

EXHIBIT B
Bidder Response



Finance Department, Purchasing
65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-8844
www.CocoaFL.gov

CITY OF COCOA
AMENDMENT TO SERVICE AGREEMENT
1st AMENDMENT
Water and Wastewater Treatment Chemical – Carbon Dioxide
CONTRACT NO. B-25-01-BCPEPC-E

This FIRST Amendment to the Service Agreement for Water and Wastewater Treatment Chemical – Carbon Dioxide is made between the City of Cocoa and Matheson Tri-Gas, Inc., 909 Lake Carolyn Pkwy, Ste 1300, Irving TX 75039.

The agreement entered on September 20, 2024, is hereby amended to renew for the first renewal option for twelve (12) additional months at the rate of \$434.35/per ton with terms, and conditions commencing on October 1, 2025, and terminating on September 30, 2026.

In Contract Section Five, Term, the Producer Price Index (PPI) reference is updated from Series ID: WPU0652013A to Producer Price Index (PPI) by Commodity, Series ID: WPU06790302.

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

MATHESON TRI-GAS, INC.

CITY OF COCOA

By: Michael Skrijanc
(Name) Printed

By: Stockton Whitten
(Name) Printed

VP-Product Management
(Title)

City Manager
(Title)

Michael Skrijanc 7/1/2025
Signature Date

Stockton Whitten 7/8/2025
Signature Date

CC: Monica Arsenault, City Clerk
James Mitchell, Water Treatment Manager
Brian Dale, Purchasing Manager

ATTESTED BY: CITY CLERK

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

Stay Connected

INVITATION TO BID

COOPERATIVE SOLICITATION

Brevard County Public Entity Purchasing Cooperative	City of Cocoa (Lead Agency)
	

B-25-01-BCPEPC

**WATER AND WASTEWATER
TREATMENT CHEMICALS**

Publish Date August 2, 2024



Brevard County • Canaveral Port Authority • Cape Canaveral • Cocoa •
Cocoa Beach • Melbourne • Melbourne Beach • Palm Bay • Rockledge •
School Board of Brevard County • Titusville

TO OUR PROSPECTIVE CONTRACTORS:

The attached Invitation for Bid or Request for Proposal represents a cooperative procurement for the Brevard County Public Entity Purchasing Cooperative.

Local Governmental entities within the Brevard County area, currently consisting of 12-members, have entered into an Interlocal Agreement to create a Cooperative Purchasing group within our geographical area. The Brevard County Public Purchasing Cooperative was formed in an effort to develop cooperative relationships among its participants for the purpose of seeking responses to solicitations which may result in lower costs to group participants on commonly used commodities, better quality of products and lower administrative costs.

The government entities participating in this particular procurement and their respective delivery locations are listed in the attached document.

Brevard County Public Entity Purchasing Cooperative Procurement Operational Procedures:

- All questions concerning this procurement should be addressed to the issuing agency, hereinafter referred to as the "Lead Entity". All responses are to be returned in accordance with the instructions contained in the attached document.
- The solicitation specifications, terms and conditions shall be the controlling document. Each participating governmental entity will be responsible for awarding the contract, issuing its own purchase orders, and for order placement. Each entity will require separate billings, be responsible for payment to the Contractor(s) awarded this contract and issue its own tax exemption certificates as required by the Contractor.
- Invoicing instructions and delivery locations will be in accordance with the respective entity requirements.
- Any reference in the documents to a single entity or location will, in fact, be understood as referring to all participating entities referenced in the documents and cover letter unless specifically noted otherwise.
- The Contractor(s) shall furnish the Lead Entity a detailed Summary of Sales semi-annually during the contract period. Sales Summary shall include Agency name, contract number(s), contractor's name, the total of each commodity sold during the reporting period and the total dollar amount of purchases by commodity.
- Municipalities and other governmental entities which are not members of the Brevard County Public Entity Purchasing Cooperative may utilize any contract awarded by the Brevard County Public Entity Purchasing Cooperative. Public Entity Purchasing Cooperative members may participate in their contract for new usage, during the contract term, or in any contract extension term, if approved by the lead entity.
- None of the participating governmental entities shall be deemed or construed to be a party to any contract executed by and between any other governmental entity and the Contractor(s) as a result of this procurement action. [OBJ]

Table of Contents

SECTION 1 INTRODUCTION	6
1.1 SUMMARY OF PROJECT	6
1.2 GENERAL DELIVERY REQUIREMENTS	7
1.3 DELIVERY INSTRUCTIONS:.....	7
1.4 SOLICITATION SCHEDULE.....	8
1.5 TERM	9
1.6 PRICING	9
1.7 ORDER QUANTITIES	10
1.8 KNOWN LOCATIONS	10
SECTION 2 INSTRUCTIONS TO BIDDERS.....	11
2.1 BID DOCUMENTS	11
2.2 BID SUBMITTAL AND DELIVERY	11
2.3 PUBLIC OPENING	12
2.4 UNBALANCED BIDS	13
2.5 ON-LINE SERVICE PROVIDER DISCLAIMER	13
2.6 SOLICITATION DOCUMENTS	13
2.7 MANDATORY PRE-BID MEETING	13
2.8 CONE OF SILENCE/LOBBYING	13
2.9 INTERPRETATIONS AND QUESTIONS	14
2.10 BID COMPLETENESS AND COMPLIANCE	14
2.11 DETERMINING RESPONSIBILITY	15
2.12 BID FORMS/REPRODUCTION	16
2.13 BIDDER ACKNOWLEDGEMENT	16
2.14 BIDS TO REMAIN FIRM.....	16
2.15 COST OF SUBMITTAL.....	16
2.16 IMPROPER IDENTIFICATION AND TIMELINESS.....	16
2.17 CORPORATE STANDING AND AUTHORIZED SIGNATORY	16
2.18 PROPRIETARY INFORMATION	17
2.19 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION.....	17
2.20 FAILURE TO COMPLY WITH BID INSTRUCTIONS.....	17
2.21 AMERICANS WITH DISABILITIES ACT.....	17
2.22 OFFICE OF RECORD	17
2.23 MODIFICATION OR WITHDRAWAL OF BIDS	18
2.24 CONFLICTS WITHIN SOLICITATION.....	18
2.25 JOINT VENTURES.....	18
SECTION 3 SPECIAL CONDITIONS	19
3.1 BID SECURITY BOND – NOT USED	19
3.2 PERFORMANCE AND PAYMENT BONDS-NOT USED	19
3.3 TIME FOR COMPLETION AND LIQUIDATED DAMAGES-NOT USED	19
SECTION 4 GENERAL TERMS AND CONDITIONS	20
4.1 AWARD OF CONTRACT	20
4.2 DAMAGES.....	20
4.3 NOTICE TO PROCEED	20
4.4 SUPERVISION	20
4.5 FAILURE OF PERFORMANCE AND/OR DELIVERY	21
4.6 PERFORMANCE EVALUATION.....	21
4.7 PROTECTION OF PROPERTY	21
4.8 SERVICE REQUIREMENTS.....	21

4.9	COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH	21
4.10	WARRANTY	21
4.11	INSPECTION/TITLE/ACCEPTANCE OF GOODS/SERVICES	22
4.12	NON-EXCLUSIVE CONTRACT	22
4.13	MATERIAL DEVIATIONS	22
4.14	OWNERSHIP OF DOCUMENTS	22
4.15	PUBLIC RECORDS COMPLIANCE	23
4.16	FUND AVAILABILITY	24
4.17	PROMPT PAYMENT ACT	24
4.18	RESERVED	24
4.19	INVOICES/APPLICATION FOR PAYMENT	24
4.20	W-9 FORM	24
4.21	MOST FAVORED CUSTOMER	25
4.22	PRICE REDUCTION CLAUSE	25
4.23	PURCHASING AGREEMENTS WITH OTHER GOVERNMENTAL AGENCIES	25
4.24	ESTIMATED QUANTITIES	25
4.25	FOREIGN CORPORATION	25
4.26	PUBLIC EMERGENCIES	25
4.27	SPECIFICATIONS/DEVIATIONS	26
4.28	PERMITS, LICENSES AND FEES	26
4.29	SUB-CONTRACTORS	26
4.30	TAXES	26
4.31	COMPLIANCE WITH ALL LAWS AND VENUE	27
4.32	NEW PRODUCT	27
4.33	EQUAL OPPORTUNITY	27
4.34	PUBLIC ENTITY CRIMES	27
4.35	SOVEREIGN IMMUNITY	27
4.36	RIGHT TO CANCEL OR REJECT	27
4.37	ADDITIONAL INFORMATION	28
4.38	UNIT PRICE ACCURACY	28
4.39	MATHEMATICAL ERRORS	28
4.40	UNBALANCED BIDDING PROHIBITED	28
4.41	FRONT LOADING OF BID PRICING PROHIBITED	29
4.42	REASONABLE PRICES	29
4.43	DELIVERY	29
4.44	SPLIT AWARD – NOT APPLICABLE	29
4.45	BID PRICE SCHEDULE	30
4.46	BID TABULATION	30
4.47	BIDDER’S SPECIFICATIONS AND NOT BIDDING	30
4.48	PRE-AWARD INSPECTION	30
4.49	EXISTING PERMITS AND IDENTIFICATION NUMBERS	30
4.50	DRUG-FREE WORKPLACE PREFERENCE	30
4.51	CONFLICT OF INTEREST	30
4.52	NON-COLLUSION/LOBBYING CERTIFICATION	31
4.53	CONSTRICTING CONDITIONS	31
4.54	DEBARRED BIDDERS	31
4.55	NOTICES OF INTENT	31
4.56	PROTESTS AND APPEALS	31
4.57	SCRUTINIZED COMPANIES	32
4.58	FORCE MAJEURE	32
4.59	INSURANCE REQUIREMENT	32
4.60	EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)	32
4.61	AUDITS AND RECORDS	33
4.62	INDEPENDENT CONTRACTOR AND LIABILITY	33

4.63	INDEMNIFICATION.....	33
4.64	CHANGES, MODIFICATIONS AND WAIVER.....	34
4.65	ASSIGNMENT	34
4.66	TERMINATION	34
4.67	ATTACHMENTS AND EXHIBITS.....	35
4.68	OWNERSHIP AND RIGHTS IN DATA	35
4.69	ADMINISTRATIVE PROVISIONS	35
4.70	TIE BIDS	36
SECTION 5 CHEMICAL SPECIFICATIONS		37
5.1	QUICKLIME	37
5.2	SODA ASH	40
5.3	ANHYDROUS AMMONIA.....	41
5.4	HYDROFLUOSILICIC ACID	43
5.5	CARBON DIOXIDE.....	44
5.6	FERRIC SULFATE	45
5.7	LIQUID OXYGEN	49
5.8	AMMONIUM SULFATE.....	52
5.9	WISPROFLOC – N- STARCH.....	53
5.10	LIQUID ALUMINUM SULFATE.....	54
RESPONSE COVER PAGE.....		55
1	SUBMITTAL ACKNOWLEDGEMENT.....	56
2	BID FORM	57
3	EXCEPTIONS TO SPECIFICATIONS/DIVIATIONS OR CLARIFICATIONS	60
4	REFERENCES	61
5	STATEMENT OF BIDDER'S QUALIFICATIONS	62
6	INSURANCE REQUIREMENTS	65
7	CERTIFICATE OF NON-SEGREGATED FACILITIES	68
8	DRUG-FREE WORKPLACE CERTIFICATION	69
9	CONFLICT OF INTEREST AND NON-COLLUSION STATEMENT.....	70
10	ORGANIZATIONAL INFORMATION	72
11	PROPOSED SCHEDULE OF SUBCONTRACTOR PARTICIPATION.....	73
12	TRUTH-IN-NEGOTIATIONS CERTIFICATION	74
13	CONTRACTOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES	76
14	E-VERIFY CONTRACTOR AFFIDAVIT	77
15	FEDERALLY REQUIRED CONTRACT CLAUSES FOR FEMA	78
16	SOLICITATION RESPONSE IDENTIFICATION LABEL.....	86
ATTACHMENT 1		87
SERVICE AGREEMENT		87

INVITATION TO BID

Issuance | Release Date: August 2, 2024

To: All Prospective Bidders

From: Brian Dale, Purchasing Manager

SECTION 1 INTRODUCTION

The City of Cocoa acting as the lead agency, on behalf of the Brevard County Public Entity Purchasing Cooperative (BCPEPC) is accepting sealed bids from all licensed, qualified firms or individuals interested in supplying and delivering water treatment chemicals or related material as described in this Invitation to Bid (ITB). The City of Cocoa intends to make multiple awards to the lowest and best bidder for each of the chemicals listed below. Once awarded, any Brevard County Public Entity Purchasing Cooperative member, or any other governmental entity, collectively referred to herein as BUYER, may purchase from this contract.

1.1 SUMMARY OF PROJECT

Furnish all materials, service, equipment, and labor required for one or more of the following water and wastewater treatments chemicals: Quicklime, Soda Ash, Anhydrous Ammonia, Hydrofluosilic Acid, Carbon Dioxide, Ferric Sulfate, Liquid Oxygen, Ammonium Sulfate, Wisprofloc-N Starch, Liquid Aluminum Sulfate

Detailed specifications and requirements for each chemical can be found in section five of this announcement. BCPEPC member delivery addresses are provided in the tables below for informational purposes only. Actual quantities will be determined by the member entity upon placing an order. Member participation may vary.

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

1.2 GENERAL DELIVERY REQUIREMENTS

1. Contractor(s) warrants that chemicals provided as a result of this RFP:
 - a. Conform to the most current NSF 60/61 and/or ANSI/AWWA standards for water
 - b. Conform to the additional specific chemical specifications contained herein
 - c. Are free from impurities of any kind
2. If at any time, any chemical supplied by the Contractor(s) fails to conform to the specifications of the utilizing agency, then the Contractor shall at no additional cost to the Buyer promptly replace with item that meets specifications.
3. DELIVERY TIME: Chemicals are to be delivered on an as-needed basis to the MEMBER further referred to as BUYER, placing the order within three days **(72 hours)** of order by the operations staff including weekends and holidays, unless otherwise agreed upon at time of order.
4. Delivery Locations as listed in the announcement or as agreed by Purchase Order.

1.3 DELIVERY INSTRUCTIONS:

1. The Contractor shall be responsible for unloading chemicals with the supervision of plant personnel (pre-inspection of unloading facility is highly recommended). The Contractor shall provide a weight ticket with each delivery, which shows the weight of the chemical on the truck delivering the bulk shipment and the number of gallons. The Contractor shall provide a delivery truck with the capability of unloading the chemical using the truck air supply.
2. The Contractor shall insure all hoses used in unloading of chemicals are in good condition. Any unauthorized discharge of chemical during the unloading process shall be contained and disposed of by the Contractor in accordance with all safety guidelines.
3. The Contractor(s) guarantees the delivery of chemicals within the prescribed delivery schedule of the Buyer. Failure to deliver at the time specified, or as amended in writing by the Buyer or failure to make replacements of rejected chemicals shall constitute a breach of contract.
4. All deliveries under this contract shall be accompanied by a receiving ticket that shall be supported by a minimum of:
 - Contractor(s) Name
 - Purchase Order and Call Order Number (release number)
 - Date of Delivery and Date of Order
 - Materials Furnished
 - Quantity, unit price and extension of each item, and total in accordance with the contract
 - Name of authorized representative ordering supplies
5. A Contractor's delivery ticket will be signed in duplicate by the Contractor's designated representative. One copy will be given to the employee signing for the delivery and a second copy will be retained by the Contractor. If required by the Buyer, the Contractor(s) will call the treatment facility prior to delivery and shall provide advance information as required by the Buyer which may include a copy of the driver's license, a chemical shipping itinerary sheet with the manifest numbers or other pertinent information.
6. The following MSDS related documentation must be furnished to the Buyer upon request:

- A copy of the most current MSDS Report for each chemical your firm is offering pricing must be provided prior to award.
- National Sanitation Foundation certification for the quoted chemical.
- Chemical certificate of analysis for all chemicals.

7. Additional requirements may apply as defined in the material specification sheet.

1.4 SOLICITATION SCHEDULE

Tentative Schedule (all Local Times)	
Task	Date
ITB Released	Friday, 08/02/2024 at 8:00am EST
Mandatory Pre-Bid Conference	N/A
Deadline for Questions	Monday, 08/12/2024 at 5:00pm EST
Bid Due Date and Time	Tuesday, 08/27/24 at 3:00pm EST
Award	September 2024

- Questions regarding this solicitation must be received in writing at the address above no later than August 12, 2024, at 5:00PM. Responses to those questions considered material to the solicitation shall be distributed via formal addenda and posted to the City of Cocoa website: <https://www.cocoafl.org> and to the City's online bidding platform, Vendor Link, <http://www.myvendorlink.com>.
- All responses must be received as described herein before **August 27, 2024, by 3:00PM** local time in order to be considered.
- **All Bidders are advised that under Chapter 119, Florida Statutes, all responses are deemed a public record and open to the public as provided for in said statute.**
- The successful Bidder(s) must demonstrate in their submittal to be the lowest, most responsible, and responsive Bidder which best meets the specifications and serves the overall needs of the BUYER. Bids should be prepared in accordance with the ITB instructions and recheck all bid prices thoroughly. Failure to provide the response in the manner prescribed herein may be grounds for disqualification of the submittal.
- All services performed shall be in accordance with the specifications pertaining thereto, which may be examined at the office of the Purchasing & Contracts Manager, located at 65 Stone St., Cocoa, Florida 32922. Copies of all documents, including blank bid/proposal forms, may be obtained from Vendor Link by visiting their web site at <http://www.myvendorlink.com>. You may contact the City of Cocoa Purchasing Division by email: purchasing@cocoafl.org. Small Business Set Asides (i.e., Woman Owned, Minority, Veteran, Disadvantaged etc.) are encouraged to submit bid/proposals concerning this solicitation.
- The City reserves the right to reject any or all bid/proposals, with or without a cause; to waive technical errors and informalities; and to award bid/proposals to the lowest responsive, responsible bid/proposer. One or more of the City Council members may be present at the bid/proposal opening.

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

1.5 TERM

The initial term shall be effective for one fiscal year beginning on October 1, 2024, ending on September 30, 2025. The agreement may then be renewed annually by written agreement for up to three (3) subsequent one-year terms with a final expiration date of September 30, 2028.

1.6 PRICING

The Initial contract price shall remain fixed for a period of no less than 12 months from date of contract effective date. Following the initial 12-month period, the fixed prices may be adjusted upward or downward on a yearly basis based on changes to the following price index:

Producer Price Index (PPI), Chemicals and Allied Products-Synthetic Ammonia, Nitric Acid and Ammonium Compounds, Not Seasonally Adjusted. Series ID: WPU0652013A.

It is the awarded bidder's responsibility to request any pricing adjustments under this provision. Pricing adjustments will be considered yearly on the contract effective date. For any adjustment to be considered, the awarded bidder's request for adjustment should be submitted to the BUYER's Purchasing Division, no less than 90 calendar days prior to the anniversary date. The awarded Bidder's adjustment request may not be in excess of the relevant documented pricing index.

Any adjustment request received after 90 calendar days from the anniversary date may not be considered. If no adjustment request is received from the awarded bidder, the Buyer will assume that the awarded bidder has agreed that the next 12-month period will be without any upward price adjustment. The Buyer reserves the right to negotiate lower pricing based on market research information or other factors that influence price. The Buyer reserves the right to apply any reduction in pricing for the next 12-month period based on the downward movement of the appropriate index.

The awarded bidders' price is inclusive of all costs, charges, and fees involved in providing the specified products. Additional charges of any kind added to the invoice submitted by the awarded Bidder is prohibited.

1.7 ORDER QUANTITIES

There is no guarantee or minimum purchase associated with this solicitation. The participating BCPECP members reserve the right to place orders, and to increase or decrease order quantities as needed.

1.8 KNOWN LOCATIONS

Locations of member facilities are listed below. Additional facility locations may be added or amended by the BUYER by the issuance of a purchase order.

AGENCY NAME	DELIVERY ADDRESS
CITY OF COCOA	28400 S.R. 520, Christmas, FL 32709 375 N. Cocoa Blvd, Cocoa, FL 32922 *
BREVARD COUNTY	2262 High Drive, Mims, FL 32754 334 Egret Circle, Barefoot Bay, FL 32976 3205 Australian Way, Mims, FL32754 * 3710 Juanita Street, Cocoa, FL 32927 * 3630 N. Courtenay Pkwy, Merritt Island, FL 32953 * 10001 N. Wickham Road, Melbourne, FL 32940 * 2800 S. A1A Highway, Melbourne Beach, FL 32951 * 7773 Dottie Drive, Barefoot Bay, FL 32976 *
CITY OF CAPE CAVERAL	601 Thurm Blvd, Cape Canaveral, FL 32920 *
CITY OF COCOA BEACH	1600 Minutemen Cswy, Cocoa Beach, FL 32931*
CITY OF PALM BAY	1105 Troutman Blvd, Palm Bay, FL 32907 Bldgs. F,H and I 1080 Troutman Blvd, Palm Bay, FL 32907 645 Nash Street, Palm Bay, FL 32907 2200 Sandy Pines, Palm Bay, FL 32907 250 Osmosis Drive, Palm Bay, FL 32907
CITY OF TITUSVILLE	2836 Garden Street, Titusville, FL 32796 1105 Buffalo Road, Titusville, FL 32796 * 4800 Deep Marsh Road, Titusville, FL 32870 *

SECTION 2 INSTRUCTIONS TO BIDDERS

2.1 BID DOCUMENTS

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

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

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

2.2 BID SUBMITTAL AND DELIVERY

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

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

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

- B. If submitted by mail, the bid submittal shall be enclosed in a sealed envelope or packaging material addressed to the Purchasing & Contracts Division. Bids submitted by mail must be received by the Purchasing & Contracts Division by the time specified herein for the opening thereof.
1. Please be advised that United States Postal Service (USPS) Express and Priority service class; are delivered to the City once daily. Accordingly, in order for a submission to be received by the Purchasing & Contracts Division when the services of the USPS are used, a Bidder or bidder is

responsible for ensuring that their submittal is transmitted in such manner as necessary for the USPS to receive, sort, and deliver to the City by the submittal due date and time.

2. The City only collects other USPS mail one (1) time per day upon opening of the local Post Office branch, which is then sorted by the City for delivery to the Purchasing & Contracts Division and other City departments. Submissions arriving at the USPS after the initial pick-up by the City will be placed in the City's callbox for pick-up and will not be delivered to or received by the Purchasing & Contracts Division until the next business day.
3. When using the USPS or any other mail delivery services, it is the sole responsibility of the Bidder to ensure that Proposals are received in the Purchasing & Contracts Division by the due date and time. The City shall not be responsible for delays caused by any occurrence.

2.3 PUBLIC OPENING

- A. Bid submittals will be publicly opened by the Purchasing & Contracts Division on the due date and time, as specified herein, or as soon thereafter as possible. The Bidder's names, the Bid Total and verification of bond submittal, if applicable, will be announced. Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Article I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier. All other information will be subject to Florida's Open Government Laws to Public Contracting.
- B. A bid summary of the Bids and major alternates (if any) will be prepared and made available within a reasonable time after the opening of Bids.
- C. Multiple Bids received for the same Work from an individual, firm or partnership, a corporation or association or other legal entity under the same or different names shall not be considered. If there are reasonable grounds for believing that collusion exists among the Bidders, the Bids of the participants believed to be in such collusion shall not be considered.
- D. The City reserves the right to reject any and all Bids, to waive irregularities, and the right to disregard any or all nonconforming, unbalanced or conditional Bids or counter proposals.
- E. The City may reject, as non-responsive, Bid submittals that fail to acknowledge receipt of addenda as prescribed, when the addenda result in a material change.
- F. If the City elects to accept a Bid which does not acknowledge receipt of an addendum, the Bid shall be construed as though the addendum had been received and acknowledged by the Bidder.
- G. Discrepancies between bid sums expressed in words and bid sums expressed in figures shall be resolved in favor of the words. Discrepancies between the sum of any column of figures and the correct sum, shall be resolved in favor of the corrected sum. Discrepancies in the extension of the Unit Price times the estimated quantity for any line item shall be resolved in favor of the correct extension.

2.4 UNBALANCED BIDS

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

2.5 ON-LINE SERVICE PROVIDER DISCLAIMER

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

2.6 SOLICITATION DOCUMENTS

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

2.7 MANDATORY PRE-BID MEETING

There will be no Pre-Bid conference held for this project.

2.8 CONE OF SILENCE/LOBBYING

- A. Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and/or all other groups who seek to influence the governmental decision of a City Council Member, the City Manager, any requesting or evaluating Department/Division/Office personnel and/or any member of the Evaluation Committee concerning an active solicitation during the black-out period.
- B. A lobbying black-out period commences upon the issuance of this solicitation document.
- C. If an award item is presented to City Council for approval or for a request to provide authorization to negotiate a Contract(s) and the City Council refers the item back to the City Manager, Purchasing & Contracts Division and/or requesting Department/Division/Office for further review or otherwise does not take action on the item, the Cone of Silence/Lobbying Black-out Period will be reinstated until such time as the City Council meets to consider the item for action.

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

2.9 INTERPRETATIONS AND QUESTIONS

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

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

- A. It is the Bidder's responsibility to become familiar with and fully informed with the terms, conditions, and specifications of this ITB. Lack of understanding and/or misinterpretation of any portions of this ITB shall not be cause for withdrawal of your response after opening or for subsequent protest of award.
- B. Any interpretations, clarifications, or changes will be made in the form of written addenda issued by the Purchasing & Contracts Division.
- C. Any oral communications will not be authoritative and will not be binding on the City.
- D. It is the sole responsibility of the Bidder to contact the Purchasing & Contracts Division **prior** to submitting a bid submittal to ascertain if any addenda have been issued, to obtain all such addenda, and to return executed addenda with each bid submittal.
- E. Addenda will be available to all proposers and will be uploaded to VendorLink, LLC on the Procurement website at: <http://www.myvendorlink.com>.

2.10 BID COMPLETENESS AND COMPLIANCE

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

- A. All items contained in the bid must be in total compliance with the specifications of this solicitation.
- B. Alternate bids will not be considered unless specifically called for in this solicitation. Bidders' attention is specifically called to the terms, conditions and special provisions of this solicitation. Please be aware that, under the competitive process, the stipulations set forth herein are fully binding on the Bidder to

the extent that you confirm acceptance by your signature on **Attachment, Bid Price Schedule and Acceptance of Bid Terms and Conditions.**

2.11 DETERMINING RESPONSIBILITY

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

- A. The Bidder's ability, capacity, and skill to provide the goods or to perform the service within the time specified;
- B. The character, integrity, reputation, judgement, experience and efficiency of the Bidder;
- C. The quality of performance of previous contracts or services including previous performance with the City;
- D. The sufficiency of financial resources to meet the obligations of the required contract and to perform the services;
- E. Quality Control Program.
- F. Contract claims, litigation filed against the Bidder or filed by the Bidder for equitable adjustment; Reprimand of any nature or suspension by the Department of professional Regulation or any other regulatory agency or professional association in the past five (5) years.
- G. Ability to provide future maintenance, service, and support of the goods/services under contract; and,
- H. Whether the Bidder is in arrears to the City on a debt or a contract or is a defaulter on surety to the City; or whether the Bidder's taxes or assessments are delinquent.
- I. Such other information as may be relevant or secured.

2.12 BID FORMS/REPRODUCTION

- A. Bid Forms: All bids must be submitted on the City's standard solicitation forms and must include all applicable completed attachments included herein.
- B. Reproduction: Please submit one (1) bound original and one (1) on a USB containing the entire bid submittal formatted to be read with Microsoft® software products or Adobe® PDF software.

2.13 BIDDER ACKNOWLEDGEMENT

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

2.14 BIDS TO REMAIN FIRM

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

2.15 COST OF SUBMITTAL

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

2.16 IMPROPER IDENTIFICATION AND TIMELINESS

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

2.17 CORPORATE STANDING AND AUTHORIZED SIGNATORY

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

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

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

2.18 PROPRIETARY INFORMATION

- A. In accordance with Chapter 119 of the Florida Statutes (Public Records Law); and except as it may be provided by other applicable State and Federal Law, all Bidders should be aware the Invitation to Bid, and the responses thereto are in the public domain. Bidders are requested to identify specifically any information contained in their bid submittals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.
- B. A generic notation that information is "confidential" is not sufficient. Failure to provide the Purchasing & Contracts Division with a detailed explanation and justification including statutory cites and specific reference to your bid submittal detailing what provisions, if any, you believe are exempt from disclosure, may result in your entire bid submittal being subject to disclosure in accordance with Chapter 119 of the Florida Statutes.

2.19 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

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

- A. The pricing and/or fees associated with this bid submittal have been arrived at independently, without consultation, collusion, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor.
- B. Unless otherwise required by law, the prices which have been quoted on this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly to any other Bidder or to any competitor.
- C. No attempt has been made or shall be made by the Bidder to induce any other person or Bidder to submit or not submit a bid for the purpose of restricting competition.

2.20 FAILURE TO COMPLY WITH BID INSTRUCTIONS

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

2.21 AMERICANS WITH DISABILITIES ACT

Persons with disabilities needing a special accommodation to participate in this proceeding should contact the Purchasing & Contracts Division, City of Cocoa, 65 Stone Street, Cocoa, Florida 32922, telephone (407) 262-7700, not later than seven (7) days prior to the date on which the accommodation is requested.

2.22 OFFICE OF RECORD

The City of Cocoa Purchasing & Contracts Division shall be the official “office of record” for all information transactions and data disbursements associated with this solicitation. The Purchasing & Contracts Division may be reached Monday through Thursday between 7:00 A.M. to 6:00 P.M., Local Time via phone at (321) 433-8833, Ext. 8833.

2.23 MODIFICATION OR WITHDRAWAL OF BIDS

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

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

2.24 CONFLICTS WITHIN SOLICITATION

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

2.25 JOINT VENTURES

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

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

SECTION 3 SPECIAL CONDITIONS

3.1 BID SECURITY BOND – Not used

3.2 PERFORMANCE AND PAYMENT BONDS-Not Used

3.3 TIME FOR COMPLETION AND LIQUIDATED DAMAGES-Not Used

SECTION 4 GENERAL TERMS AND CONDITIONS

4.1 AWARD OF CONTRACT

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

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

1. The successful Bidder shall execute and return the agreement to the City, within ten (10) days after receipt along with any and all additional contractual documents, performance and payment bonds, insurance certificates/verifications and any other documents required as outlined in this solicitation document.
2. In no event shall an agreement be considered binding upon the City until it has been properly executed by all parties.
3. In conjunction with the agreement, a purchase order or other form of payment will be established by the City prior to the start of any project, service, or work by the Bidder.

2.01 Failure to Execute the Agreement(s).

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

4.2 DAMAGES

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

4.3 NOTICE TO PROCEED

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

4.4 SUPERVISION

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

4.5 FAILURE OF PERFORMANCE AND/OR DELIVERY

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

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

4.6 PERFORMANCE EVALUATION

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

4.7 PROTECTION OF PROPERTY

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

4.8 SERVICE REQUIREMENTS

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

4.9 COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

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

4.10 WARRANTY

In accordance with Article 15.00 of the Agreement(s) to be executed by the successful Bidder, the Contractor together with his surety unconditionally guarantee all Contractor furnished materials, equipment and

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

4.11 INSPECTION/TITLE/ACCEPTANCE OF GOODS/SERVICES

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

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

4.12 NON-EXCLUSIVE CONTRACT

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

4.13 MATERIAL DEVIATIONS

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

4.14 OWNERSHIP OF DOCUMENTS

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

4.15 PUBLIC RECORDS COMPLIANCE

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

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

- A. The parties specifically acknowledge that this agreement is subject to the laws of the State of Florida, including without limitation Chapter 119, Florida Statutes, which generally make public all records or other writings made or received by the parties. If the Contractor is either a "contractor" as defined in Section 119.0701(1)(a), Florida Statutes, or an "agency" as defined in Section 119.011(2), Florida Statutes, the CONTRACTOR shall:
 - 1. Keep and maintain all public records required by the BUYER to perform the services herein; and
 - 2. Upon request from the BUYER's custodian of public records, provide the BUYER with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law; and
 - 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement Term and following completion of the agreement if the Contractor does not transfer the records to the BUYER; and
 - 4. Upon completion of the Agreement, transfer, at no cost, to the BUYER all public records in possession of the Contractor or keep and maintain public records required by the BUYER to perform the services herein. If the Contractor transfers all public records to the BUYER upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the BUYER, upon request from the BUYER's custodian of public records, in a format compatible with the information technology systems of the BUYER.
- B. All requests to inspect or copy public records relating to the agreement shall be made directly to the BUYER. Notwithstanding any other provision of this agreement to the contrary, failure to comply with the requirements of this paragraph shall result in the immediate termination of the agreement, without penalty to the BUYER. A Contractor who fails to provide the public records to the BUYER within a reasonable time may be subject to penalties pursuant to Section 119.10, F.S. Further, the CONTRACTOR shall fully indemnify and hold harmless the BUYER, its officers, agents and employees from any liability and/or damages, including attorney's fees through any appeals, resulting from the Contractor's failure to comply with these requirements.
- C. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE BUYER'S CUSTODIAN OF PUBLIC RECORDS.**

4.16 FUND AVAILABILITY

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

- A. Multi-Year Contracts and Appropriation of Funds (if applicable), Contracts for Goods, Services, or Construction may be entered into for more than one (1) fiscal year if it is deemed to be in the best interest of the BUYER, if the term of the Contract and conditions of renewal or extension are included in the Solicitation, and funds are available for the first term of the Contract. Obligations for succeeding fiscal years may be subject to the availability and appropriation of funds.
- B. For Construction Projects, total funding may be identified and appropriated in the fiscal year commencement of the Construction Project takes place, or to the maximum extent as possible and not inconsistent with law. Obligations for succeeding fiscal years shall be rolled over and/or appropriated as applicable.

4.17 PROMPT PAYMENT ACT

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

4.18 RESERVED

4.19 INVOICES/APPLICATION FOR PAYMENT

- A. Final approved Applications for Payment will be indicated on the BUYER's Purchase Applications for Payment should include all Work completed through the end of the month.
- B. Dispute Resolution: In the event a dispute occurs between a contractor, vendor or other invoicing party ("invoicing party") and the BUYER concerning payment of an invoice, the BUYER Department, Office or Division which has the dispute along with a representative of the BUYER's Purchasing & Contracts Division and the invoicing party shall meet to consider the disputed issues.

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

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

4.20 W-9 FORM

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

4.21 MOST FAVORED CUSTOMER

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

4.22 PRICE REDUCTION CLAUSE

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

4.23 PURCHASING AGREEMENTS WITH OTHER GOVERNMENTAL AGENCIES

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

4.24 ESTIMATED QUANTITIES

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

4.25 FOREIGN CORPORATION

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

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

4.26 PUBLIC EMERGENCIES

It is hereby made a part of this proposal that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of God, the BUYER shall require a "First Priority" for goods and services. It is vital and imperative that the health, safety, and welfare of the citizens of Cocoa are protected from any

emergency that threatens public health and safety as determined by the BUYER. The Bidder agrees to rent/sell/lease all goods and services to the BUYER or governmental entities on a “first priority” basis. The BUYER expects to pay contractual prices for all products and/or services under the awarded Agreement in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God. Should the Bidder provide the BUYER with products and/or services not under the awarded Agreement, the BUYER expects to pay a fair and reasonable price for all products and/or services rendered or contracted in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God.

4.27 SPECIFICATIONS/DEVIATIONS

Specifications listed herein describe the expected minimum standards. These specifications are intended to be descriptive in nature and are not intended to eliminate any Bidder from submitting a bid response. If a Bidder considers the specification contained herein to be proprietary or restrictive in nature, thus potentially resulting in reduced competition, they are urged to contact the Purchasing & Contracts Division prior to the bid due date and time.

- A. The determination as to whether any alternate good or service is or is not equal shall be made solely by the BUYER and such determination shall be final and binding upon all bidders. The BUYER reserves the right to request and review additional information to make such a determination.
- B. The Bidder shall be responsible for carefully reading and understanding the requirements and specifications. Unless the bid is in response to a brand name or equal” requirement, deviations from the specifications will only be considered if requested in writing prior to the date and time specified for receipt of bids. Deviations, if accepted, will be specifically addressed in writing via an issued addendum to this ITB solicitation. Any goods or services that are not in compliance with the specifications will not be accepted.

4.28 PERMITS, LICENSES AND FEES

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

4.29 SUB-CONTRACTORS

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

4.30 TAXES

The BUYER does not pay State of Florida Sales Tax. The BUYER’s sales tax exemption does not apply to goods and services purchased separately by the successful Bidder in connection with its fulfillment of its contractual obligations with the BUYER. The successful Bidder shall be responsible for paying any taxes, fees or similar payments which are required to be paid in connection with the awarded Agreement as a result of this solicitation.

4.31 COMPLIANCE WITH ALL LAWS AND VENUE

At its sole expense, any contractual arrangement between the BUYER and the proposer shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of award and execution of an Agreement or are adopted at any time following the execution of the awarded Agreement. All legal actions hereunder shall be conducted only in the circuit court in Brevard County or federal court in the Middle District of Florida, Orlando Division; except that any final judgment may be enforced in other jurisdictions in any manner provided by law.

4.32 NEW PRODUCT

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

4.33 EQUAL OPPORTUNITY

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

4.34 PUBLIC ENTITY CRIMES

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

4.35 SOVEREIGN IMMUNITY

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

4.36 RIGHT TO CANCEL OR REJECT

- A. A solicitation may be canceled, or any or all submittals in response to a solicitation issued by the BUYER may be rejected, by the Procurement Administrator, in whole or in part, without recourse, when it is in the best interest of the BUYER. As the best interests of the BUYER may require, the right is reserved

to make award(s) by individual items, group of items, all or none, or a combination thereof, with one or more suppliers. The Bidder agrees that the BUYER has the right to reject, for any reason and without penalty, any and/or all proposal packages or any part of a proposal package, prior to and after the rankings are made by the BUYER, and that the BUYER has the right, for any reason and without penalty, to terminate any contract negotiations commenced with any Bidder. The BUYER also reserves the right to re-advertise and solicit new bids/proposals or to abandon the project in its entirety without reason and without penalty.

- B. The BUYER reserves the right to accept or reject any or all bids/proposals, or to waive any formalities, technicalities, irregularities, or immaterial variation.
- C. The BUYER also reserves the right to reject the bid submittal from a Bidder who has previously failed to perform properly, or complete on time contracts of a similar nature, or who investigation shows is not able to perform the contract.

4.37 ADDITIONAL INFORMATION

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

4.38 UNIT PRICE ACCURACY

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

4.39 MATHEMATICAL ERRORS

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

4.40 UNBALANCED BIDDING PROHIBITED

The BUYER recognizes that large and/or complex projects will often result in a variety of methods, sources, and prices. However, where in the opinion of the BUYER such variation does not appear to be justified given

bid requirements and industry and market conditions, the bid will be presumed to be unbalanced. Examples of unbalanced bids include:

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

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

4.41 FRONT LOADING OF BID PRICING PROHIBITED

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

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

4.42 REASONABLE PRICES

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

4.43 DELIVERY

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

4.44 SPLIT AWARD – NOT APPLICABLE

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

4.45 BID PRICE SCHEDULE

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

4.46 BID TABULATION

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

4.47 BIDDER'S SPECIFICATIONS AND NOT BIDDING

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

4.48 PRE-AWARD INSPECTION

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

4.49 EXISTING PERMITS AND IDENTIFICATION NUMBERS

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

4.50 DRUG-FREE WORKPLACE PREFERENCE

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

4.51 CONFLICT OF INTEREST

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

4.52 NON-COLLUSION/LOBBYING CERTIFICATION

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

4.53 CONSTRICTING CONDITIONS

No additional terms and conditions included within the bid submittal shall be evaluated or considered, and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this solicitation. If submitted either purposely, through intent or design, or inadvertently, appearing separately in transmitting letters, specifications, literature, price lists, or warranties, it is understood and agreed the general and special conditions in this solicitation are the only conditions applicable to this bid submittal and the Bidder's authorized signature affixed to the bid submittal signature section attests to this. When completing your bid submittal, do not attach any forms which may contain terms and conditions that conflict with those listed in the City's solicitation document. Inclusion of additional terms and conditions such as those which may be on your company's standard forms shall result in your bid being declared non-responsive as these changes will be considered a counteroffer to the City's solicitation.

4.54 DEBARRED BIDDERS

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

4.55 NOTICES OF INTENT

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

4.56 PROTESTS AND APPEALS

- A. Any prospective Bidder or Respondent may file a Notice of Solicitation Protest concerning a Solicitation in writing to the Procurement Administrator. The protest must be received in the Purchasing & Contracts Division Office no later than three (3) business days after the due date for the Solicitation in accordance with Section VIII of the City of Cocoa Purchasing Policy.
- B. Any Bidder or Respondent, who is not the intended awardee and who claims to be the rightful awardee, may file a Notice of Award Protest, in writing, with the Purchasing & Contracts Division Office, by 5:00 pm on the third (3rd) business day after the Notice of Intent to Award is posted. An Award Protest is not valid if filed by a Bidder who cannot show they would be awarded the Contract if their protest is upheld in accordance with Section VIII of the Cocoa Purchasing Policy. The decision of the City Council

shall be final and conclusive.

4.57 SCRUTINIZED COMPANIES

Pursuant to Section 287.135, Florida Statutes (2017), a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the City for goods or services of one million dollars or more if at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, the company is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes (2017); or is engaged in business operations in Syria. Pursuant to Section 215.4725, Florida Statutes, if the company is on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel the company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the City for any amount of goods or services. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. The Contractor must submit the required certification form attesting that it is not a scrutinized company and is not engaging in prohibited business operations. Submitting a false certification shall be deemed a material breach of contract and shall terminate the contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes.

4.58 FORCE MAJEURE

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

4.59 INSURANCE REQUIREMENT

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

4.60 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)

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

4.61 AUDITS AND RECORDS

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

4.62 INDEPENDENT CONTRACTOR AND LIABILITY

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

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

4.63 INDEMNIFICATION

- A. Indemnity: The successful Bidder shall defend, indemnify and hold harmless the BUYER and all of the BUYER’s officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys’ fees where recoverable by law, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of the successful Bidder, its officers,

agents or employees or subcontractors in performance or non-performance of its obligations under the awarded Agreement. The successful Bidder recognizes the broad nature of this indemnification and hold harmless clause, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the BUYER in support of these indemnification and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of the awarded Agreement. Compliance with any insurance requirements required elsewhere within the awarded Agreement shall not relieve the successful Bidder of its liability and obligation to defend, hold harmless and indemnify the BUYER as set forth in this article of the awarded Agreement. The successful Bidder shall require each of its agents/subcontractors to agree in writing to the provisions of this paragraph.

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

4.64 CHANGES, MODIFICATIONS AND WAIVER

- A. Changes: The BUYER reserves the right to order, in writing, changes in the work within the scope of services of a contractual agreement, such as a change in quantity or delivery schedule.
- B. Modifications: In additions to modifications made under the changes clause, any agreement resulting from this solicitation may be modified (1) within the scope of services of the agreement upon the written and mutual consent of both parties, and (2) with approval by the appropriate legal body in the BUYER.
- C. Waiver: Failure of the parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions contained in a contractual agreement, or to exercise any right or option therein, shall not be construed as a waiver of a relinquishment for the future of such covenant, term, provision, condition, or right of election, but same shall remain in full force and effect.

4.65 ASSIGNMENT

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

4.66 TERMINATION

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

- B. Default by the successful Bidder and the City's Remedies: In the event of a default by the successful Bidder, the City shall have the right to exercise any remedy the City may have by operation of law, without limitation, and without any further demand or notice.
- C. Bankruptcy or Insolvency: If the successful Bidder files a Petition in Bankruptcy, or if the same is adjudged bankrupt or insolvent by any Court, or if a receiver of the property of the successful Bidder is appointed in any proceeding brought by or against the successful Bidder, or if the successful Bidder makes an assignment for the benefit of creditors, or proceedings are commenced on or against the successful Bidder's operations, the City reserves the right to terminate this Agreement immediately.
- D. Payment when Agreement is Terminated:
 - 1. In the event of termination by the City for convenience, the City shall compensate the successful Bidder for all goods furnished prior to the effective date of termination.
 - 2. In the event of termination due to the fault of the successful Bidder or at the written request of the successful Bidder, the City shall compensate the successful Bidder for all goods furnished, prior to the effective date of termination, which have resulted in a usable product, or otherwise tangible benefit to the City. All such payments shall be subject to an off set for any damages incurred by the City resulting from any delay occasioned by early termination. This provision shall in no way be construed as the sole remedy available to the City in the event of breach by the successful Bidder.

4.67 ATTACHMENTS AND EXHIBITS

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

4.68 OWNERSHIP AND RIGHTS IN DATA

Any work, product or deliverable report provided to the BUYER as a result of work performed while under contract shall be considered the property of the BUYER and may be used in any fashion the BUYER deems appropriate. The BUYER shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by the successful Bidder pursuant to the terms of the awarded contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of the awarded contract.

4.69 ADMINISTRATIVE PROVISIONS

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

4.70 Tie Bids

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

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

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

SECTION 5 CHEMICAL SPECIFICATIONS

5.1 QUICKLIME

1. GENERAL

- Quicklime to be purchased under this specification shall conform to AWWA specification B202-93 (or to the latest revision) as modified herein.
- Quicklime shall be certified to conform with ANSI/NSF60 standard for drinking water treatment chemicals.

2. TYPE

- Quicklime shall be suitable for use in treating a potable water supply.
- Quicklime shall be quick slaking, freshly burnt.
- Quicklime shall be of domestic manufacture.

3. SIZE

- 3/8" Pebble
 - None shall be retained on a 3/4" screen and not more than 5% shall pass a No.100 U.S. standard sieve.
- Optional 3/4" Pebble
 - None shall be retained on a 1" screen and not more than 5% shall pass a No.100 U.S. standard sieve.
- 1/2" X 1/8" Rice
 - None shall be retained on a 3/4" screen and not more than 5% shall pass a No.100 U.S. standard sieve.

4. SLAKING RATE

- Temperature rise after three (3) minutes or less, slaking time shall be 40C. Reaction will be complete within ten (10) minutes. Test shall be conducted as specified in Section 5.4 of AWWA Standard B202-93, or latest revision.

5. CALCIUM OXIDE CONTENT

- Calcium Oxide content shall contain a minimum of 92% free lime (available calcium oxide) as determined by section 5.4 AWWA Standard B202-93, or latest revision.

6. RESIDUE AFTER SLAKING

- Residue shall not be more than 4% by weight on 100 mesh sieve. Test shall be conducted as follows:
- 100 grams of gross sample, crushed to pass on a U.S. No.8 sieve, are to be weighed on a Torsion Balance and added to 325 ml. of warm (100 - 120 F.) water in a 600 ml. beaker and stirred vigorously until slaking ceases. After standing for at least 10 minutes, to ensure completion of all reaction, the contents are to be transferred with the aid of a stream of water, to a 100-mesh sieve and the screen and contents washed thoroughly with a spray until all lime slurry has passed through the sieve. The residue on the sieve is transferred to a small (150 ml.) beaker and after decanting off any excess water, is dried. When dry, the material shall be weighed. This weight is calculated to a % residue on 100 mesh.

7. IMPURITIES

- Lime shall contain no silica rock, mineral, or organic substances in quantities capable of producing deleterious or injurious effects upon the health of those consuming the treated water or cause mechanical failure to slaking equipment.

8. SHIPMENTS

- DESTINATION
Locations listed in announcement or by purchase order.
- DELIVERY
To be made in bulk form by pneumatic unloading trailer truck in 25-ton minimum shipments or as required by law. To be discharged into the 250-ton storage bin as designated by the BUYER. Pneumatic equipment shall be satisfactory for unloading into bins with discharge approximately 54 feet above ramp level. The fill line is 4" in diameter and is provided with a 4" cap with standard Cam-Lock fittings. The contractor shall provide necessary fittings for and accessories for connection to the fill line. Contractor shall properly clear fill lines on completion of each load and leave area clean.

9. BASIS FOR ADJUSTMENT OR REJECTION

- The BUYER reserves the right to reject, at the supplier's expense, any shipment, which fails to meet these specifications.
- If the material has been unloaded and placed in BUYER's storage bins prior to obtaining final test results, the supplier shall reimburse the BUYER at the following rate schedule if the material fails to meet the 92% minimum available Calcium Oxide:

i.	<u>% Available Calcium Oxide Deduct \$</u>	
ii.	91.99% - 91.50%	\$75.00
iii.	91.49% - 91.00%	\$100.00
iv.	90.99% - 89.50%	\$200.00
- Notice of dissatisfaction with a shipment, because of failure to meet the requirements of this specification, will be furnished within 10-days after receipt of the shipment at the point of destination. The results of the purchasers' test shall prevail unless the consignor notifies the purchaser within 5-

days of the notice of the complaint, that they desire a re-test. Upon receipt of the request for a re-test the purchaser will secure the services of an independent testing laboratory and the results of the test by the independent laboratory shall be binding on both parties. The laboratory fee covering any such analysis will be paid by the BUYER if the results pass specifications, or by the supplier if the test fails.

10. EVIDENCE THAT MATERIAL MEETS SPECIFICATIONS

- Bidder must submit copies of Certified Analysis with each shipment of quicklime. Analysis shall show the percentage of CaO and insoluble material.

11. ACCEPTANCE OF MATERIAL

- The material delivered under this proposal shall remain the property of the seller until a physical inspection and actual usage of this material is made and thereafter accepted to the satisfaction of the BUYER and must comply with the terms herein and be fully in accord with specifications of the highest quality. In the event the material supplied to the BUYER is found to be defective or does not conform to specifications, the BUYER reserves the right to cancel the order upon written notice to the seller and return product to seller at seller's expense.

12. CERTIFICATION

- i. The Bidder shall supply certification that the product supplied under this contract meets the requirements of NSF Standard 60 and is suitable for use in treatment of drinking water.

13. SAFETY AND TRAINING

The supplier shall provide a Safety Data Sheet (SDS) with initial delivery. The supplier shall also provide two (2) one-hour training seminars each year of this agreement. The safety training seminars will be held at the BUYER's facility. Training shall include, but not limited to, the hazards of Quicklime, characteristics of Quicklime, spill clean up, and safe handling of Quicklime.

5.2 SODA ASH

This Soda Ash (Grade26) for this bid shall comply with the requirements of the Safe Drinking Water Act and federal requirement for potable water.

Vendor is to supply and deliver bulk quantities to the BUYER, 260 Soda Ash that is NSF/ANSI 60 certified.

1. The Soda Ash supplied shall be a dry, white powder containing no large lumps or crystals. It shall be free-flowing and suitable for storage in closed, hoppers bins and for feeding with a standard dry feeder.
2. The material, as delivered, shall contain not less than 99 percent by weight, of sodium carbonate (Na_2CO_3), or a sodium oxide (Na_2O) equivalent of not less than 57.9 percent.
3. The Soda Ash supplied in accordance with this standard shall contain no soluble inorganic or organic substances in quantities capable of producing deleterious or injurious effects on the health of those consuming a water that has been treated properly with soda ash.
4. Product Certification: The material is a direct additive used in the treatment of potable water. This material should be certified as suitable for contact with or treatment of drinking water by an accredited certification organization in accordance with NSF/ANSI 60. Evaluation shall be accomplished in accordance with requirements that are no less restrictive than those listed in NSF/ANSI 60. Certification shall be accomplished by a certification organization accredited by the American National Standards Institute.
5. If the material delivered to the purchaser does not meet the chemical, physical, safety, or security requirements of this standard, a notice of nonconformance shall be provided by the purchaser to the supplier within 10 days after receipt of the shipment at the point of destination. Material not complying with the requirements may be rejected. Replacement and retesting shall be accomplished in accordance with the purchasing documents.
6. Each shipment of material shall be identified as to product, grade, net weight, name and address of the manufacturer, and brand name. All markings on bulk shipment shall conform to applicable laws and regulations, including requirements established by the US Occupational Safety and Health Administration (OSHA).
7. A continuous chain of custody shall be maintained between the manufacturer and the purchaser during storage and shipment if so, specified by the purchaser.
8. Supplier must make the delivery within 168 hours of soda ash order.

5.3 ANHYDROUS AMMONIA

1. TYPE

- Anhydrous ammonia is intended for treatment of potable water, in accordance with ANSI/AWWA specification B305-06 or latest revision.

2. DESTINATION

- Locations listed in the announcement or by purchase order.

3. DELIVERIES

- Delivery shall be made in bulk form by tank truck in shipments as ordered by the BUYER . The supplier shall supply the tanks for storage of anhydrous ammonia and maintain the storage facility according to industry standards, including replacing valve, fittings and other appurtenances necessary for a safe operation. It will be the responsibility of the ammonia supplier to connect to the storage tanks to the existing supply lines.

4. EMERGENCY DELIVERIES

- The supplier must be able to provide an emergency delivery of 1000 gallons within a 24-hour period, upon the request of the BUYER.

5. TANKS

- a. Storage tanks be supplied by the ammonia contractor and shall be 1000 gallon capacity and hold approximately 4600 pounds of anhydrous ammonia each. The tanks shall be delivered painted white and contain all Hazardous Materials Identification System labeling, safety labels or placards.
- b. The tanks shall horizontal and constructed in accordance with the A.S.M.E. Code for unfired pressure vessels (Section VIII), suitable for anhydrous ammonia. Each tank shall be inspected, tested and stamped by inspector qualified by the National Board of Boiler and Pressure Vessel Inspectors. All fittings shall be forged steel schedule 80, non-malleable type. Unions shall be of the ground joint type. All piping shall be inspected and tested for leaks after assembly. All gauges shall be suitable for ammonia use.
- c. Each tank shall contain the following:
 - i. One (1) liquid fill valve assembly suitable for a hose connection from a USSAC tank truck to the valve opening. This assembly shall include an excess flow valve.
 - ii. One (1) pressure equalizing valve used for filling from the tank truck to the tank more efficiently. The pressure equalizing valve assembly shall include an excess flow valve.
 - iii. One (1) vapor outlet valve shall be used to connect to the BUYER's piping.
 - iv. One (1) shut off valve
 - v. One (1) fixed level gauge and one (1) pressure gauge serve as vapor pressure within the
 - vi. tank and used to ensure the tank are not filled above the 87% of volume as per CGA and
 - vii. ASA Standards. The fixed level gauge shall be a dip tube that projects downward
 - viii. inside the tank to the 87% level.
 - ix. One (1) pressure gauge
 - x. One (1) dual relief valve

- xi. One (1) liquid level float gauge
- xii. One (1) liquid outlet valve located on the bottom of the tank

- d. The tanks shall have the approximate dimensions 16.5 feet in length and 3.5 feet in diameter. The tanks shall have a metal base attached to the bottom of each tank suitable to support the tanks when full.
- e. The ammonia supplier shall provide a lease agreement for the storage tanks effective through the terms of this agreement.

6. SAFETY AND TRAINING

- The supplier shall provide a Material Safety Data Sheet with each delivery. The supplier shall also provide two one-hour safety training seminars each year of this agreement. The safety training seminars will be held at the BUYER's location. Training shall include, but not limited to, the hazards of ammonia, characteristics of ammonia, emergency response, leak repairs and proper handling of ammonia.

7. TANK INSTALLATION

- During the change out of the existing ammonia storage tanks, the ammonia supplier shall take every effort available to keep the ammonia feed system operational. If there may be an interruption of ammonia feed to the BUYER's system during the tank change over, the ammonia supplier may be required to provide temporary storage tanks. Temporary storage tanks shall meet all of the requirements stated in this specification. Interruptions longer than a few minutes are not permitted. The supplier shall coordinate the tank changeover with the BUYER.

5.4 HYDROFLUOSILICIC ACID

1. TYPE

- Hydrofluosilicic Acid is intended for treatment of potable water.

2. DESTINATION

- Locations listed in the announcement or by purchase order.

3. DELIVERIES

- Delivery shall be made in bulk form by a tank truck in shipments of approximately 3500 - 4000 gallons each. Annual quantities of hydrofluosilicic acid will be approximately 175 tons. The supplier shall provide necessary hose connections to off load from the tank truck to the BUYER's bulk storage tank. It will be responsibility of the supplier to make all connections from the tank truck to the bulk storage tank. The supplier shall be responsible to clean any leaks or spills as a result of the off loading process.

4. PHYSICAL REQUIREMENTS

- The supplier shall deliver hydrofluosilicic acid in accordance with AWWA Standard B703-06 or latest revision. The hydrofluosilicic acid shall be clean and free of suspended matter. Color shall be water white to straw yellow. Straw yellow color shall be determined as material with a maximum of 100 units in accordance with method 2120B, visual comparison method, as indicated in Standard Methods for Examination of Water and Wastewater.

5. PERCENT CONCENTRATION

- The hydrofluosilicic acid shall contain between 20 and 30 percent available fluoride ion by weight. The supplier shall provide an analysis with each shipment that indicates the percentage. Shipments of less than 20 percent may be rejected by the BUYER and any or all freight charges will be the supplier's responsibility.

6. IMPURITIES

- The hydrofluosilicic acid shall contain no mineral or organic substances in quantities capable of producing deleterious or injurious effects on the health of those consuming water that has been properly treated with hydrofluosilicic acid.

7. CERTIFICATION

- The supplier shall provide certification in accordance with NSF Standard 60 that the hydrofluosilicic acid supplied meets this standard and is suitable for contact with drinking water.

8. SAFETY AND TRAINING

- The supplier shall provide a Material Safety Data Sheet (MSDS) with each delivery. The supplier shall also provide two (2) one hour training seminars each year of this agreement. The safety training seminars will be held at the BUYER's facility. Training shall include, but not limited to, the hazards of hydrofluosilicic acid, characteristics of hydrofluosilicic acid, emergency response, leak repairs, proper handling and proper disposal of hydrofluosilicic acid.

5.5 CARBON DIOXIDE

Material shall comply with the requirements of the Safe Drinking Water Act and other federal regulations for potable water.

The Carbon Dioxide shall be colorless, odorless, nonflammable gas, weighing 1.977 g/L at 0 degrees Celsius. The Carbon Dioxide shall be suitable for use in the treatment of potable water and shall have a CO₂ content of 99.5% by weight.

The Carbon Dioxide supplied shall contain no soluble inorganic or organic substances in quantities capable of producing deleterious or injurious effects on the health of those consuming the water that has been properly treated with the chemical. The Carbon Dioxide supplied shall meet NSF/ANSI 60 Specifications.

Each Shipment shall be identified as to product, grade, net weight, name and address of the manufacturer and the brand name. All bulk shipments shall conform to applicable laws and regulations, including requirements established by the US Occupational Safety and Health Administration (OSHA) and US Department of Transportation.

5.6 FERRIC SULFATE

1. **GENERAL** - The material to be provided shall be Liquid Ferric Sulfate, approved for potable water treatment, Listed/Certified under the National Sanitation Foundation (NSF) Standard 60 and meeting all provisions of ANSI/AWWA STANDARD B406-87; “Standard for Liquid Ferric Sulfate”, latest revision and the requirements contained within these specifications.

2. **PRODUCT**

- a. The Liquid Ferric Sulfate shall meet the physical and chemical properties listed below. The liquid Ferric Sulfate shall be supplied as an aqueous solution containing not less than 12.5% ferric iron and not more than 14.0% ferric iron, all soluble.
- b. The Liquid Ferric Sulfate shall be manufactured from a source of virgin mined iron ore, i.e., magnetite, hematite, etc., - and a “water white” grade of sulfuric acid. Ferric sulfate produced from non-virgin ores will not be acceptable. This specification strictly prohibits the use of Liquid Ferric Sulfate manufactured from by-products generated from titanium dioxide production. The use of reclaimed material is expressly prohibited under this specification. The Liquid Ferric Sulfate shall be free from extraneous material and shall be transported and delivered at such concentration and temperature that no freezing occurs. The liquid shall be suitable for feeding by means of metering pumps or other metering devices constructed of corrosion-resistant materials.

c. The Liquid Ferric Sulfate shall have the following chemical properties;

Ferrous Iron.....	0.1% max
Free Acid (as % H2SO4).....	0.25% max
% Insoluble.....	0.1% max

d. The Liquid Ferric Sulfate shall not contain specific impurities in excess of the following limits (by Weight);

Arsenic.....	1 mg/kg	Copper.....	5 mg/kg
Cadmium.....	0.5 mg/kg	Zinc.....	15 mg/kg
Chromium.....	10 mg/kg	Manganese.....	120 mg/kg
Lead.....	1.0 mg/kg	Barium.....	10 mg/kg
Mercury.....	0.2 mg/kg	Chloride.....	100 mg/kg
Selenium.....	2 mg/kg	Fluoride.....	60 mg/kg
Silver.....	10 mg/kg	Titanium.....	50 mg/kg
Nitrites (as N).....	75 mg/kg	Nitrates (as N).....	75 mg/kg
Total Organic Carbon.....	20 mg/kg	Sodium.....	1000 mg/kg
Nickel.....	40 mg/kg	Molybdenum.....	10 mg/kg
Beryllium.....	1.0 mg/kg	Antimony.....	1.0 mg/kg
Thallium.....	10.0 mg/kg	Cyanide.....	1.0 mg/kg
Total Nitrate and Nitrite (as N).....	150 mg/kg		

- e. The Liquid Ferric Sulfate material, as supplied under this bid, shall not contain any impurities in sufficient quantities which causes or may cause a violation of any current, existing maximum contaminant level (MCL) or any newly regulated MCL which may be passed into law during the life of this contract. Should an MCL violation be determined to be directly attributable to the Liquid Ferric Sulfate material supplied for use by the BUYER, the bidder shall immediately take the necessary steps to remove or reduce the contaminant levels of its material to levels of satisfactory to the BUYER. The BUYER reserves the right to add specific impurity listing and maximum impurity levels to the existing listings to meet all USEPA, SDWA and FDEP water quality standards. The bidder shall comply with any and all such changes required to its Liquid Ferric Sulfate material, by whatever process changes required, at no additional cost to the BUYER.
- f. The Bidder shall submit with the bid a State of Florida certified laboratory analysis of the product bid with the analysis of all parameters listed in section 2a, 2c and 2d.

3. **QUALITY CONTROL AND TESTING**

- a. Sampling and testing shall be conducted in accordance with all AWWA, ANSI, and ASTM specifications.
- b. It shall be the bidder's responsibility to provide a Material Compliance Certificate of Analysis for each lot shipped to the BUYER. The certified analysis shall be signed by an employee of the bidder and specify; % total iron, % ferrous iron, % free sulfuric acid, and liquid specific gravity. The Certificate of Compliance shall be in the possession of the bidder at the time of delivery.
- c. It shall be the responsibility of the material transporter to provide a proper sample of the Liquid Ferric Sulfate being delivered for the analysis. The Liquid Ferric Sulfate sample shall be prepared in accordance with AWWA 8406-87 or latest revision. Each sample shall be labeled to identify its content, and the label signed by the person actually collecting the sample.

4. **MANUFACTURER** - The Bidder shall state, in his proposal, the name of the manufacturer of Liquid Ferric Sulfate, the bidder intends to supply. The bidder shall provide proof that the Liquid Ferric Sulfate to be provided is approved for potable water treatment and meets the National Sanitation Foundation Standard 60. The Bidder shall list all raw materials used to produce Liquid Ferric Sulfate including suppliers name and location.

5. **GENERAL** - These specifications provide for the furnishing of Liquid Ferric Sulfate for potable water treatment, to the BUYER'S destination. [003]

6. **PURCHASE AND DELIVERY** –

- a. Delivery shall be prepaid, FOB to the BUYER'S destination.
- b. Deliveries shall be made between 7:00 a.m. and 3:00 p.m. on normal working days (Monday through Friday) or as otherwise approved by the BUYER. Liquid Ferric Sulfate shall be delivered as specified and within the time frames required upon receipt of order.
- c. The BUYER shall have sole discretion as to when deliveries are to be received. The bidder shall supply all necessary connectors and hoses required to off load the Liquid Ferric Sulfate shipment into the BUYER'S storage tanks.

- d. Should the bidder deliver Liquid Ferric Sulfate which is subsequently determined to be out of compliance with the specification, the bidder shall immediately remove the rejected materials from all storage tanks on site and replace all of the Liquid Ferric Sulfate with materials which meet the requirements of this specification at no additional cost to the BUYER. Shipping of Liquid Ferric Sulfate shall be by tank truck.
7. **QUALIFICATION OF BIDDERS** - Bids will only be considered from manufacturers or manufacturers' authorized distributors of Liquid Ferric Sulfate. The authorized distributors must regularly maintain a substantial stock of Liquid Ferric Sulfate on inventory equal to twenty (20) truck deliveries within one hundred (100) miles of the BUYER and must be actively engaged in the sale of Liquid Ferric Sulfate. The authorized distributors must be supplying at least five (5) United States municipalities with Liquid Ferric Sulfate for drinking water treatment. The authorized distributor must submit with the bid request the required three (3) references with municipal contact name, telephone number and annualized quantity of Liquid Ferric Sulfate used. Satisfactory references are a requirement for the award of contract.
8. **EMERGENCY PLAN OF ACTION AND SAFETY TRAINING**
- a) The successful bidder shall provide, in writing an emergency contingency plan with appropriate telephone contacts, for the BUYER to follow in case of an emergency supply of Liquid Ferric Sulfate is needed.
 - b) The successful bidder shall supply, in writing, an emergency spill response plan with appropriate emergency response personnel names and telephone contact numbers (24-hour contact numbers). In addition, the proper spill response notification procedure, along with any form required by all local, state and federal regulatory agencies, shall be supplied by the bidder. This section in no way relieves the successful bidder of his responsibility to notify the proper regulatory agencies of a spill incident. In the event of a spill or leak, the bidder shall supply the necessary personnel to respond to such an event, to work with the local Hazardous Materials Response Team and to manage and oversee "After Events" cleanup efforts. Should a spill or leak occur, caused by the bidders' personnel, equipment or method of delivery, bidder shall immediately comply with all applicable terms and conditions of the current version of Title III, Superfund Amendments of Reauthorization Act of 1986, 42 U.S.C.S. 11001, et seq. (SARA) and the Florida Hazardous Materials Emergency Response and Community Right-To-Know Act of 1988, Ch 252, Part II, Florida Statutes. The responsibility for compliance with Federal and State Rules and Regulations regarding bidder caused spills or releases shall be the sole responsibility of the bidder. The bidder shall hold the BUYER harmless for any failure to properly report and/or comply with this provision.
 - c) The successful bidder shall provide an appropriate safe handling training course, within the first month of contact, to all current Water Department operations/maintenance personnel and shall be available to conduct "refresher" courses or new employee training at six (6) month intervals during the contract period.
9. **DELIVERY SUBMITTAL** - Material Safety Data Sheets shall be supplied in Compliance with Chapter 442, Florida Statutes. The MSDS must accompany the first shipment.

10. **TECHNICAL ASSISTANCE** - The bidder shall provide technical assistance, as needed, regarding the application of its product, and disposal and handling of the residual produced by the application of ferric sulfate in the water treatment process. The bidder shall provide this assistance at no charge to the BUYER. Bidder shall provide technical research and reports as requested by the Water Department at no additional cost to the BUYER.

5.7 LIQUID OXYGEN

1. **GENERAL**

Contractor shall maintain a twenty-four (24) hour emergency telephone number, be able to respond by telephone within thirty (30) minutes in case of emergency and arrive on site within six (6) hours of notification of emergency. Prior to the initial delivery of liquid oxygen at the BUYER Facility, a knowledgeable representative of the Contractor shall visit the site with a representative from the BUYER inspect the storage facilities and to review the Contractor's unloading procedures. The Contractor will provide the BUYER with written documentation of the inspection detailing any deficiencies found.

The Contractor's representative shall be a managerial level employee, with authority over operations and transportation within the Contractor organization.

2. **STANDARDS**

The Liquid Oxygen (LOX) delivered to the BUYER shall be of a quality conforming to applicable regulations of the United States Department of Transportation and State of Florida Department of Transportation for nonflammable compressed or liquefied gases. LOX provided shall be in accordance with the following standards:

- a. **NSF/ANSI 60 & 61** - LOX shall be certified as suitable for contact with or treatment of drinking water by an accredited certification organization in accordance with NSF/ANSI 60, Drinking Water Treatment chemicals-Health Effects and NSF/ANSI 61, Drinking Water System Components-Health Effects
- b. LOX shall comply with **ANSI/AWWA B304-8**, Liquid Oxygen for Ozone Generation for Water, Wastewater and Reclaimed Water Systems, with the exception of the hydrocarbon content. LOX deliveries shall have total hydrocarbon content (as methane) of 25ppm (v/v) or less at the time of delivery.
- c. LOX shall also conform to the following qualities.
 - Total Oxygen Concentration > 99.5% by weight
 - Dew point Temperature < -80F
 - Total Hydrocarbons < 25 PPM
 - Water < 1 PPM
 - Argon < 4000 PPM
 - Nitrogen < 500 PPM
 - Carbon Dioxide < 10 PPM
 - Carbon Monoxide < 0.5 PPM
- d. *Notes:*
 - Definitions, interpretations, and analytical methods shall be stated in the current edition of "Commodity Specification for Oxygen", **CGA G-4.3, (or the most current edition)**.
 - These specifications shall apply to each delivery or shipment of LOX to the BUYER under this contract.
 - These specifications are considered as the minimum acceptable for proper operation of the ozone generating equipment being installed and are primarily

defined by the manufacturer of the equipment. The Contractor is expected to deliver LOX suitable for this intended application, using his experience and prudent practice.

- For each load delivered, the Contractor shall supply a Certificate of Conformance documenting the purity of the lot of chemical being delivered. It shall also document that it is NSF 60 certified.

3. **DELIVERY DRIVER REQUIREMENTS**

- a. Deliveries and product handling shall comply with all applicable Federal, State and local government regulations.
- b. Delivery times shall be scheduled in advance, between the hours of 7:00 A.M. and 3:00 P.M. Monday through Friday. **Contractor shall call to notify the ordering location twenty-four (24) hours prior to delivery.**
- c. At each delivery of liquid oxygen, the Contractor shall visually inspect all tank connections and tank integrity for leaks to verify the unloading and storage systems are suitable and safe to accept liquid oxygen. The Contractor shall also verify the connections and piping, and check for leaks from the LOX tanks to the evaporators. Any issues or concerns shall be reported to the plant operator immediately and prior to unloading the chemical.
- d. The BUYER's security procedures require that each delivery driver and tanker be properly identified and authenticated prior to entry to any Facility. Drivers shall have in their possession the appropriate driver's license and a valid company ID. Upon arrival, both shall be presented to authorized security forces and or BUYER employees. Failure to do so will result in refusal of the shipment. The BUYER reserves the right to inspect and/or search any delivery vehicle attempting to enter the premises.
- e. Delivery drivers shall comply with any special instructions given upon arrival and shall maintain a pleasant, professional demeanor while visiting the facility. Failure to do so will result in removal from the facility. The driver shall deliver a ticket or lading bill, to the plant operator, upon completion of the delivery.
- f. A level II background check, as specified, shall be performed by the Contractor for all staff making deliveries to the BUYER prior to the first time they deliver chemical to the site. Background check results shall be provided to the designated BUYER supervisory employee for review and approval of Contractor personnel to access BUYER's property. All costs for background checks shall be the Contractor's responsibility
 - **LEVEL I (Past 5 years)**
 1. Identification Verification
 2. Selective Service Status (registered/unregistered)
 3. FDLE Automated Criminal Record - Not performed when ordering a LEVEL II check
 4. Clerk of Courts by County of Residence
 5. Employment Verification

6. DMV by State of residence
7. Military Service Verification
8. Professional License & Certification Check

- **LEVEL II (Past 10 years)**

1. All of those checks contained in a LEVEL I, except FDLE Automated Criminal Record,
2. with the addition of the following:
3. Fingerprint Check
4. Credit/Fraud Check
5. The Contractor shall provide access to their site for evaluation of their safety program
6. before contract award, and at times deemed necessary at the discretion of the BUYER's
7. representative.

4. **SERVICE AGREEMENT**

Once per quarter, the Contractor's authorized and trained personnel shall perform checks and maintenance on the equipment specified herein. Checks shall consist of visiting the service site and performing the equipment checks and inspections listed. The plant maintenance coordinator shall be notified of all repairs needed and shall authorize repairs in advance.

The Contractor shall provide a service agreement that, at a minimum, includes the following:

5. **Equipment Inspection and Repair**

a. Liquid Oxygen Tank (1 each):

- Inspect thermocouple tube, jacket safety O-rings, rupture disc, inner vessel safety valve, line safety valves and regulators for leakage and proper functioning. replace as necessary.
- Inspect piping, flanges, gaskets, fittings, and valves for leaks. Repair or replace as necessary.
- Inspect system gauges, indicators and transmitters. Calibrate or replace as needed.
- Test operation of all automatic and manual valves. Repair or replace as needed.

b. Vaporizers (2 each):

- Observe vaporizer operation. Inspect vaporizer units for signs of corrosion, damage or leaks. Repair as necessary.

c. Associated Piping and Valves:

- Inspect piping, flanges, gaskets, fittings, and valves for leaks. Repair or replace as necessary.

The Contractor shall make repairs including replacement of parts and components to the above listed equipment only after approval by the BUYER.

The Contractor shall warranty all repairs against defective materials and workmanship for a minimum of six months after completion of the work.

5.8 AMMONIUM SULFATE

1. Ammonium Sulfate 39-41%
2. Delivery time within 72HRS of order of placement.
3. The Liquid Ammonium Sulfate shall conform to the latest revision of the American Water Works Association Standard ANSI/AWWA B300, Liquid Ammonium Sulfate, except as modified or supplemented herein. Non-conformance with ANSI/AWWA B300 shall constitute sufficient grounds for immediate termination of the Ammonium Sulfate contract for breach.
4. Ammonium Sulfate shall be tested and certified as meeting ANSI/NSF Standard 60, Drinking Water Treatment Chemicals - Health Effects by an American National Standards Institute (ANSI) accredited 3rd party certification organization.
5. Ammonium Sulfate shall conform to the latest revision of the American Water Works Association Standard.
6. All sampling and testing shall be conducted in accordance with all AWWA/ANSI and ASTM specifications.
7. Ammonium Sulfate shall contain greater than or equal to 39-41% by weight.
8. The Contractor(s) shall provide a Bill of Lading/Weigh Slip with each delivery indicating the following:
 - A. Date of delivery,
 - B. Bill of Lading/Weigh Slip Number
 - C. Gross weight of delivery vehicle and Liquid Ammonium Sulfate in gallons,
 - D. Tare weight of delivery vehicle in gallons.
 - E. Net weight of Liquid Ammonium Sulfate in the delivery vehicle in gallons.
 - F. Number of gallons
9. The Contractor(s) is expected to comply with reasonable requests for emergency deliveries.
10. Failure of the Contractor(s) to successfully complete a delivery is sufficient grounds to constitute a breach of the contract.

5.9 WISPROFLOC – N- STARCH

1. **GENERAL** – The material to be provided shall be Wisprofloc – N –(Starch) or equal, approved by BUYER, approved for potable water treatment, Listed/Certified under the National Sanitation Foundation (NSF), standard 60. The bidder shall provide proof that the Wisprofloc –N provided is approved for potable water treatment and meets the National Sanitation Foundation Standard 60.
2. **DESTINATION** – Listed in the announcement
3. **DELIVERY** – Delivery shall be prepaid FOB to the BUYER’S destination. All deliveries are to be made in truck load quantities of approximately four (4) tons each. All shipments are to be containerized in multi-ply heavy duty bags, placed on pallets. No bulk shipments will be accepted. Deliveries shall be made between 7:00 a.m. and 3:00p.m. on normal working days (Monday through Friday) or as otherwise approved by the BUYER. The BUYER shall have sole discretion as to when deliveries are to be received.
4. **QUANTITIES** – Approximately 40 tons (more or less) of Wisprofloc – N shall be provided under the bid. The quantity specified is to be used for cost estimating purposes only and the BUYER reserves the right to increase or decrease quantities shown without penalty.
5. **NOTE** – All shipments shall be received at the BUYER’s facility within ten (10) working days after the order has been requested.
6. **OFF LOADING** – All shipments will be off-loaded by the BUYER with a forklift. Truck driver shall move pallets to the edge of the truck with pallet jack or some other device. The BUYER will only remove the pallets from the back of the truck. BUYER employees will not move pallets on or inside the truck.
7. **EMERGENCY DELIVERIES** – The bidder shall maintain in the stock and be able to deliver within 24 hours, upon request by the BUYER, an emergency delivery of Wisprofloc –N. Emergency deliveries will be 2000 pounds of Wisprofloc-N or the balance of a full order.
8. **BID PRICES** – The price quoted shall be firm for one year and based on a per ton Basis of Wisprofloc-N, delivered FOB to the BUYER’S destination.

5.10 LIQUID ALUMINUM SULFATE

1. **GENERAL** - The material to be provided shall be Liquid Aluminum Sulfate, CAS 10043-01-3 48.5%, commercial grade.
2. **DESTINATION** – Listed in the announcement.
3. **DELIVERY** -
 - a. Delivery shall be prepaid FOB to the BUYER’S destination.
 - b. Length of hose required is approximately 20 feet from the truck to the fill port on the tank. The successful bidder’s shipper is responsible for matching our receiving tank equipment with the proper tank truck discharge system.
 - c. Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays.
 - d. Contractor shall make “normal” deliveries within three (3) days after receipt of order and must make “emergency” deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemicals in less than 36 hours. Purchaser shall endeavor to minimize the number of “emergency” deliveries.
4. **QUANTITIES** - Bulk deliveries will be approximately 1, 000 to 1,500 gallons to the Destination listed in the announcement. Minimum order/delivery will be 1,000 gallons.
5. **NOTE** –
 - a. Alum tank has an overflow line at the 2,000 gallon level and cannot be filled beyond this level without overflowing into the retention basin.
 - b. A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.
 - c. Each shipment shall carry with it some means of identification. The following shall be legibly marked on each package, drum, or container of bulk shipment:
 - i. Contents: Aluminum Sulfate
 - ii. Net weight
 - iii. Name of manufacturer
 - iv. Brand name, if any
6. **SPILLS** – The Contractor shall be responsible for any spills resulting from the failure of its or its subcontractor’s delivery equipment or from failure of attendant delivery personnel in the proper performance of their duties. Proper performance shall require attendant delivery personnel’s constant inspection and observation of unloading operations and knowledgeable response to problems or emergencies, which would most commonly be expected to occur. The Purchaser reserves the right to refuse any and all deliveries made with equipment that is poorly maintained and/or leaking.
7. **MATERIAL SAFETY DATA SHEETS** – The successful bidder must provide Material Safety Data Sheets on the product.

RESPONSE COVER PAGE

COMPANY NAME	
ADDRESS	
PRIMARY CONTACT	
TELEPHONE #	
EMAIL ADDRESS	

SUBMITTAL CHECKLIST

☒	SUBMITTAL REQUIREMENT / DOCUMENT
☐	1-Submittal Acknowledgement
☐	2-Addendum Acknowledgement
☐	3-Bid Form
☐	4-Exceptions/Deviations Form
☐	5-References
☐	6-Statement of Bidder's Qualifications
☐	7-Insurance Requirements
☐	8-Certificate of Non-Segregated Facilities
☐	9-Drug-Free Workplace
☐	10-Conflict of Interest and Non-Collusion
☐	11-Organizational Info
☐	12-Subcontractor Participation
☐	13-Truth-in-Negotiations
☐	14-Scrutinized Companies
☐	15- E-Verify Affidavit (including screenshot from website showing active account)
☐	16-Federally Required Contract Clauses for FEMA Grantees and Subgrantees
☐	17-Proof of Florida Registration (if required)
☐	18-Professional License(s) (if required)
☐	19-W9
☐	20-Proof of Insurance
☐	21-Executed Service Agreement (Attachment 1)
☐	22-Solicitation Label affixed to envelope
☐	23-USB drive with electronic copy of submittal
☐	

1 SUBMITTAL ACKNOWLEDGEMENT

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

Respondent certifies, represents, and warrants that all information contained in Respondent’s submittal is accurate and truthful and that the City of Cocoa will rely on said information during its review of the submittal. Respondent understands and agrees that misleading, fraudulent, untruthful, and deceitful information, whether presented to the City in writing or verbally, shall be grounds for immediate disqualification.

The undersigned acknowledges receipt of the following addenda to the solicitation document(s) (Give number and date of each, or leave blank if none):

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

THE UNDERSIGNED RESPONDENT HEREBY AGREES TO THE TERMS AND CONDITIONS SET FORTH ABOVE AND CONTAINED ELSEWHERE IN THIS SOLICITATION AND CERTIFIES THAT INFORMATION AS PROVIDED HEREIN, IS TRUTHFUL, AND CORRECT AT THE TIME OF SUBMISSION.

Company Name: _____

Address: _____

Telephone: _____ Email: _____

Authorized Signature _____ Date _____

Name _____ Title _____

STATE OF _____

COUNTY OF _____

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

NOTARY PUBLIC, State of _____

2 BID FORM

Proposal of _____
(Name)

(Address)

to furnish all materials, service, equipment, and labor required for the supply of **Water and Wastewater Treatment Chemicals** as indicated in the bid documents.

Bidders:

The undersigned Bidder has carefully examined the Contract Documents and is familiar with the nature and extent of the work and any local conditions that may in any manner affect the work to be done and the equipment, materials and labor required. The undersigned agrees to do all of the work called for by said plans and specifications, in the manner prescribed therein, in accordance with the Contract Documents, for the prices stated in the spaces herein provided.

Specification Section	Description	Unit	Unit Cost	Minimum Order Quantity for Delivery
5.01	Quick Lime 3/8"	TON	\$	
	Quick Lime 3/4"	TON		
	Quick Lime 1/2" x 1/8" Rice	TON	\$	
5.02	Soda Ash	TON	\$	
5.03	Anhydrous Ammonia	TON	\$	
5.04	Hydrofluosilicic Acid	TON	\$	
5.05	Carbon dioxide	TON	\$	
5.06	Ferric Sulfate	GAL	\$	
5.07	Liquid Oxygen	LB	\$	
5.08	Ammonium Sulfate	GAL	\$	
5.09	Wisprofloc – N Starch	TON	\$	
5.10	Liquid Aluminum Sulfate	GAL	\$	

THE UNDERSIGNED ALSO AGREES AS FOLLOWS:

1. TERMINATION FOR DEFAULT:

- a.** The performance of work under this agreement may be terminated by the City, in whole or in part, in writing, whenever the City shall determine that the Contractor has failed to meet performance requirements of this Agreement.
- b.** The City has a right to terminate for default if the Contractor fails to make delivery of the supplies or perform the Work, or if the Contractor fails to perform the work within the time specified in the Agreement, or if the Contractor fails to perform any other provisions of the Agreement.
- c.** Failure of a Contractor to deliver or perform the required work within the time specified, or within a reasonable time as determined by the City or failure to make replacements of rejected articles or work when so requested, immediately or as directed by the City, shall constitute authority for the City to purchase in the open market articles or work of comparable grade to replace the articles or Work rejected, not delivered, not completed. On all such purchases, the Contractor or his surety shall reimburse the City, within a reasonable time specified by the City, for any expense incurred in excess of the Agreement prices.
- d.** Such purchases shall be deducted from Agreement quantities. Should public necessity demand it, the City reserves the right to utilize services or use and/or consume articles delivered which are substandard in quality, subject to an adjustment in price to be determined by the City. The Contractor shall not be liable for any excess costs if acceptable evidence has been submitted to the requesting departments Director that failure to perform the Work was due to causes beyond the control and without the fault or negligence of the Contractor.

2. FAMILIARITY WITH THE WORK:

The Contractor by executing this Agreement acknowledges full understanding of the extent and character of the Work required and the conditions surrounding the performance thereof. The City will not be responsible for any alleged misunderstanding of work to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof. It is understood that the execution of this Agreement by the Contractor serves as his stated commitment to fulfill all the conditions referred to in this Agreement.

3. FOB POINT/CHEMICAL QUANTITIES BY PARTICIPATING ENTITY

All chemicals shall be FOB Destination (Delivery Point) Cost for delivery and unloading are to be included in the bid price. Brevard County Public Entity Purchasing Cooperative **members or other participating entities will provide locations and quantities by issuance of a purchase order.**

4. The Buyer reserves the right to increase or decrease these estimated quantities as needed.

5. Contract is for period from October 1, 2024, through September 30, 2025. Contract is renewable for three (3) consecutive twelve (12) month periods, with an option to negotiate rates in accordance with section 1.06 of this Invitation to Bid , not to exceed three (3) consecutive years, at the approval of both parties and contingent on funds and approval by the Cocoa City Council and participating BCPEPC member governing Councils/Commissions.

6. Any deviation(s) from the specifications must be so indicated on the EXCEPTIONS TO SPECIFICATIONS form.

- 7. The City shall receive shipments as required on an as needed basis throughout the year.
- 8. POTENTIAL BIDDERS ARE FREE TO BID ON ANY OR ALL ITEMS REFLECTED IN THE BID FORM. ITEMS THAT ARE NOT BID SHOULD BE MARKED N/B OR LEFT BLANK.

Company Name:

Address:

Telephone:

Email:

Authorized Signature

Date

Name

Title

This image shows a full page of blank, lined paper. It features approximately 20 evenly spaced horizontal blue or grey lines across its entire width, typical of notebook paper. The lines are uniform in thickness and spacing, providing a guide for writing. There are no margins, text, or other markings on the page.

4 REFERENCES

Bidder shall submit as a part of the bid package, three (3) work references. The Bidder must include name of the business, address, contact person, and telephone number. This list of references must be of similar nature and size preferably governmental/Municipalities.

Business Name	
Address	
Telephone Number	
Contact Person	

Business Name	
Address	
Telephone Number	
Contact Person	

Business Name	
Address	
Telephone Number	
Contact Person	

5 STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered, and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The bidder may submit any additional information he desires.

- A. Name of Bidder:_____
- B. Permanent main office address:_____
- C. When organized (Month/Year): _____, 19_____
- D. If a corporation, where incorporate (State): _____
- E. How many years have you been engaged in the contracting business under your present firm or trade name? (Years)_____
- F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)

Contract Name	Amount of Contract	Anticipated Completion Dates

- G. General character of work performed by your company._____

- H. Have you ever failed to complete any work awarded to you? Yes ☐ No ☐ If yes, please specify where and why:_____

- I.

Have you ever defaulted on a contract? Yes ☐ No ☐ If yes, please specify where and why

J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.

Project Name	Approximate Cost	Month Completed	Year Completed

K. List your major equipment: _____

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any Information requested by the City of Cocoa in verification of the recitals comprising this Statement of Bidder’s Qualifications.

Company Name:			
Address:			
Telephone:		Email:	
Authorized Signature		Date	
Name		Title	

6 INSURANCE REQUIREMENTS

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

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

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

- C. City as Additional Insured. The successful Bidder/Contractor and/or subcontractor shall name the “City of Cocoa” as an Additional Insured, to the extent of the services to be provided hereunder, on all required insurance policies, and provide the City with proof of same.
- D. Certificates of Insurance. The successful Bidder/Contractor and/or subcontractor shall provide the City’s Purchasing & Contracts Division with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:
1. The name of the insured Contractor,
 2. The specified job by name and job number,
 3. The name of the insurer,
 4. The number of the policy,

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

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

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

- E. Waiver. Receipt of certificates or other documentation of insurance or policies or copies of policies by the City, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the successful Bidder's/Contractor's obligation to fulfill the insurance requirements specified herein.
- F. Subcontractors. The successful Bidder/Contractor shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of an Agreement, maintain the same insurance requirements set forth herein. In addition, the successful Bidder/Contractor shall maintain proof of same on file and make readily available upon request by the City.
- G. Loss Deductible Clause. The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the successful Bidder/Contractor and/or subcontractor providing such insurance.
- H. Additional Requirements. All insurance carriers shall have AM Best Rating of at least A, and a size VII or larger. The General Liability and Workers Compensation policies shall have a waiver of subrogation in favor of the City of Cocoa. The liability policies shall be Primary/Non-Contributory.

AFFIANT SIGNATURE

Typed Name of AFFIANT

Title

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

NOTARY PUBLIC
STATE OF _____
MY COMMISSION EXPIRES: _____

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

7 **Certificate of Non-Segregated Facilities**

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

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

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

Company Name:			
Address:			
Telephone:		Email:	
Authorized Signature		Date	
Name		Title	

8 Drug-Free Workplace Certification

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

In order to have a drug-free workplace program, a business shall:

- A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- B. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- C. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in the first paragraph.
- D. In the statement specified in the first paragraph, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- E. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- F. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the foregoing provisions.

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

Company Name:

Address:

Telephone:

Email:

Authorized Signature

Date

Name

Title

9 Conflict of Interest and Non-Collusion Statement

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

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

[Please print name of individual signing]

B. **CONFLICT OF INTEREST**

- A. The entity hereby submits a proposal/offer to ITB # _____ for _____ Services.
- B. The AFFIANT has made diligent inquiry and provided the information in this statement affidavit based upon its full knowledge.
- C. The AFFIANT states that only one submittal for this solicitation has been submitted and tendered by the appropriate date and time and that said above stated entity has no financial interest in other entities submitting a proposal for the work contemplated hereby.
- D. Neither the AFFIANT nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion or collusive activity, or otherwise taken any action which in any way restricts or restraints the competitive nature of this solicitation, including but not limited to the prior discussion of terms, conditions, pricing, or other offer parameters required by this solicitation.
- E. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise prohibited from participation in this solicitation or any contract to follow thereafter by any government entity.
- F. Neither the entity nor its affiliates, nor anyone associated with them, have any potential conflict of interest because and due to any other clients, contracts, or property interests in this solicitation or the resulting project.
- G. I hereby also certify that no member of the entity's ownership or management or staff has a vested interest in any City Division/Department/Office.
- H. I certify that no member of the entity's ownership or management is presently applying, actively seeking, or has been selected for an elected position within City of Cocoa government.
- I. In the event that a conflict of interest is identified in the provision of services, I, the undersigned will immediately notify the City in writing.

C. **NON-COLLUSION PROVISION CERTIFICATION**

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

D. **LOBBYING CERTIFICATION**

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

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

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

Company Name: _____

Address: _____

Telephone: _____ **Email:** _____

Authorized Signature **Date**

Name **Title**

STATE OF _____
COUNTY OF _____

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

NOTARY PUBLIC, State of _____

10 Organizational Information

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

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

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

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

Company Name:

Address:

Telephone:

Email:

Authorized Signature

Date

Name

Title

11 Proposed Schedule of Subcontractor Participation

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

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

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

Company Name:

Address:

Telephone:

Email:

Authorized Signature

Date

Name

Title

12 Truth-in-Negotiations Certification

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

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

Company Name: _____

Address: _____

Telephone: _____ Email: _____

Authorized Signature Date

Name Title

STATE OF _____
COUNTY OF _____

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

NOTARY PUBLIC, State of _____

13 Contractor Certification Regarding Scrutinized Companies

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

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

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

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

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

Bidder/Contractor Name: _____

Mailing Address: _____

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

Signatory Printed Name FEIN: _____ Authorized

Title Date

14 E-Verify Contractor Affidavit

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

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

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

Company Name:

Address:

Telephone:

Email:

Authorized Signature

Date

Name

Title

STATE OF _____
COUNTY OF _____

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

NOTARY PUBLIC, State of _____

**FEDERALLY REQUIRED CONTRACT CLAUSES FOR FEMA
GRANTEES AND SUBGRANTEES****1. *Equal Employment Opportunity***

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

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

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

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

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

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

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

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

2. *Compliance with the Davis-Bacon Act*

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

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

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

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

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

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

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

6. Clean Air Act

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

7. Federal Water Pollution Control Act

- a. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.
- b. The contractor agrees to report each violation to the City of Cocoa and understands and agrees that the City of Cocoa will, in turn, report each violation as required to assure notification to the Florida Division of Emergency Management, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

ITBB-25-01-BCPEPC

WATER AND WASTEWATER TREATMENT CHEMICALS

Page 80 of 87

- c. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

8. Suspension and Debarment

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

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

- a. Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

10. PROCUREMENT OF RECOVERED MATERIALS

- a. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 - i. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - ii. Meeting contract performance requirements; or
 - iii. At a reasonable price.
- b. Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement guidelines web site, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.
- c. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

11. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

- a. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in

FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

- b. Prohibitions.
 - i. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
 - ii. Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
 - 1. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - 2. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - 3. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
 - 4. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
- c. *Exceptions.*
 - i. This clause does not prohibit contractors from providing—
 - 1. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - 2. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
 - ii. By necessary implication and regulation, the prohibitions also do not apply to:
 - 1. Covered telecommunications equipment or services that:
 - a. Are *not used* as a substantial or essential component of any system; *and*
 - b. Are *not used* as critical technology of any system.
 - 2. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.
- d. *Reporting requirement.*
 - i. In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

- ii. The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:
 - 1. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - 2. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.
- e. *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

12. DOMESTIC PREFERENCES FOR PROCUREMENTS

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

13. Access to Records

The following access to records requirements apply to this contract:

- (1) The contractor agrees to provide the City, the State of Florida, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

14. DHS Seal, Logo, and Flags

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

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

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

16. No Obligation by Federal Government

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

17. Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

18. Affirmative Socioeconomic Steps

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

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

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

THE UNDERSIGNED RESPONDENT HEREBY AGREES TO THE TERMS AND CONDITIONS SET FORTH ABOVE AND CONTAINED ELSEWHERE IN THIS AGREEMENT AS IF SET FORTH ABOVE

Company Name: _____

Address: _____

Telephone: _____ Email: _____

_____ Authorized Signature	_____ Date
_____ Name	_____ Title

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

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

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

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

✂ _____

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

ATTENTION: PURCHASING & CONTRACTS DIVISION

SOLICITATION NUMBER: **ITB B-25-01-BCPEPC**

TITLE: WATER AND WASTEWATER TREATMENT CHEMICALS

SOLICITATION DUE DATE: 08/27/2024 TIME: 3:00pm Local Time

FROM:

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

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

ITB B-25-01-BCPEPC
WATER AND WASTEWATER TREATMENT CHEMICALS
Page 86 of 87

ATTACHMENT 1
SERVICE AGREEMENT



Purchasing

65 Stone Street • Cocoa, FL 32922

PHONE: (321) 433-8833

EMAIL: PURCHASING@COCOAFL.GOV

August 13, 2024

Addendum 1

To the Contract Documents and Specifications:

ITB# B-23-25-BCPEPC

Water Treatment Chemicals

To All Plan Holders:

The following addresses and provides clarification of the Bidding Documents and Specifications as fully and completely as if the same were fully set forth therein. Receipt of this addendum must be noted on the Receipt of Addendum(s) and Acknowledgement Form.

- A. At the time the bid was published estimated quantities are only available for the City of Cocoa and the City of Titusville. Quantities and locations for other member agencies will be provided by that agency at the time of order however subject to the availability by the supplier. Supplier may specify minimum order quantities in its response to the solicitation. The table below provides the estimated quantities for the City of Cocoa and the City of Titusville only.

Estimated Annual Quantities and Current Pricing

ITB B-25-01-BCPEPC

AGENCY NAME	CITY OF COCOA	CITY OF TITUSVILLE	CITY OF TITUSVILLE		Current cost per UOM (City of Cocoa)	
Location Name	Dyal WTP	Mourning Dove WTP	Osprey WTF	Total		Notes
Quick Lime 3/8" Pebble (TON)	5,700			5,700	\$468.40	Carmeuse Lime & Stone
Quick Lime 3/4" Pebble (TON)				N/A	\$468.40	Carmeuse Lime & Stone
Quick Lime 1/2" X 1/8" Rice (TON)		1,555		1,555	N/A	No Current Contract
Soda Ash (TON)	2,712			2,712	\$430.00	Genesis Alkali
Anhydrous Ammonia (TON)		5		5	N/A	No Current Contract
Hydrofluosilicic Acid (GAL)		34,000		34,000	N/A	No Current Contract
Carbon Dioxide (TON)	1,068	80		1,148	\$470.00	Matheson Tri-Gas Inc.

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Ferric Sulfate (TON)	1,200			1,200	\$2,355.00	THATCHER CHEMICAL OF FLORIDA, INC. Cost shown per dry ton of iron as per prior bid. Current Bid is per ton.
Liquid Oxygen (LB)	992,080			992,080	\$0.07	Linde Inc.
Ammonium Sulfate (GAL)	84,896	600		85,496	\$1.89	Hawkins, Inc.
Wisprofloc Starch (TON)				N/A	N/A	No Current Contract
Liquid Aluminum Sulfate (GAL)			15,000	15,000	N/A	No Current Contract

**Additional quantities are likely by other cooperative member entities and/or other non-member public entities eligible to participate in the cooperative however estimates were not available at the time of publication.*

Location Name	Street	City	State	ZIP
Dyal WTP	28400 S.R. 520	Christmas	FL	32709
Mourning Dove Water Plant	2836 Garden Street	Titusville	FL	32796
Osprey WTF	1105 Buffalo Road	Titusville		32796

B. This addendum includes and addresses the following questions:

- B.1. On page 54, the aluminum sulfate spec states delivery will be 1000-1500 gallons, is this for all locations requiring liquid alum? [Known annual quantities are shown in the table above. Actual order amounts and locations may vary. You may state a minimum order amount on the bid.](#)
- B.2. Can we please have a copy of your Equal Employment Opportunity policy? The City of Cocoa's EEO policy can be found on page 29 of the City's employee handbook using the following web link: <https://www.cocoafl.gov/DocumentCenter/View/12681/City-of-Cocoa-Employee-Handbook-ADApdf>
- B.3. Do any of the ammonium sulfate deliveries require a small truck to access the site? The City of Cocoa does not have any delivery restrictions. Contact the City of Titusville procurement division representative Christopher Laabs at Christopher.Laabs@Titusville.com for more information on the Osprey WTF location.
- B.4. In section 1.6 the adjustment mechanism for the renewal terms references the use of the PPI Chemicals and Allied Products-Synthetic Ammonia, Nitric Acid and Ammonium Compounds, Not Seasonally Adjusted. Series ID: WPU0652013A. However, this mechanism will not address adjustment of Aluminum Sulfate or Ferric Sulfate, are there other PPI series that the City intends to use or another mechanism to address price changes? [For the metal based materials we can use index WPU10.](#)

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C. All other Bidding/Contract Documents and Specifications remain unchanged.

Should there be additional questions or clarification needed please contact the Purchasing and Contracts Division at purchasing@cocoafl.gov.

Brian Dale
Purchasing Manger
City of Cocoa

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Finance Department

65 Stone Street • Cocoa, FL 32922

PHONE: (321) 433-8685

FAX: (321) 433-8685

www.CocoaFL.gov

**CITY OF COCOA
AMENDMENT TO SERVICE AGREEMENT
1st AMENDMENT**

**Water and Wastewater Treatment Chemical – Ferric Sulfate
CONTRACT NO. B-25-01-BCPEPC-F**

This FIRST Amendment to the Service Agreement for Water and Wastewater Treatment Chemical – Ferric Sulfate is made between the City of Cocoa and Thatcher Chemical of Florida, Inc., 245 Hazen Road, Deland, FL 32720.

The agreement entered on September 10, 2024, is hereby amended to renew for the first renewal option for twelve (12) additional months, at the same rate (\$1.67/gallon, minimum order quantity for delivery 3,400 gallons) terms, and conditions commencing on October 1, 2025, and terminating on September 30, 2026.

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

**THATCHER CHEMICAL OF FLORIDA
INC.**

CITY OF COCOA

By: Michael T. Mitchell
(Name) Printed

PRESIDENT
(Title)

[Signature]
Signature

Date

By: Stockton Whitten
(Name) Printed

City Manager
(Title)

[Signature]
Signature

Date

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

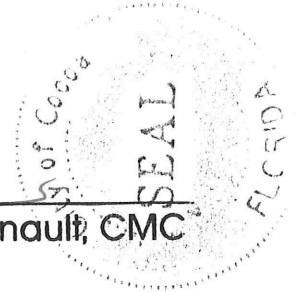
Stay Connected

ATTESTED BY:

James Mitchell / COO
Signature/Title

CC: Monica Arsenault, City Clerk
James Mitchell, Chief Operator
Brian Dale, Purchasing Manager

Attest: *Monica Arsenault*
Monica Arsenault, CMC
City Clerk
City of Cocoa





CITY OF COCOA

SERVICE CONTRACT

B-25-01-BCPEPC

WATER AND WASTEWATER TREATMENT CHEMICALS

Award: B-25-01-BCPEPC-F
Supplier: Thatcher Chemical of Florida
Products: Ferric Sulfate



PURCHASING DEPARTMENT
65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-8833
FAX: (321) 433-8685
EMAIL: PURCHASING@COCOFL.ORG

Table of Contents

SERVICE AGREEMENT	2
RECITALS	2
NATURE OF WORK	3
PLACE OF WORK.....	3
TIME DEVOTED TO WORK	4
PAYMENT	4
TERM	5
STATUS OF SERVICE PROVIDER.....	6
INDEMNIFICATION.....	6
TERMINATION.....	7
PUBLIC RECORDS.....	7
INSURANCE.....	10
NOTICES.....	11
E-VERIFY	12
MISCELLANEOUS	12
EXHIBIT A.....	19
Invitation to Bid B-25-01-BCPEPC.....	19
EXHIBIT B	20
Bidder Response	20

SERVICE AGREEMENT
B-25-01-BCPEPC- F

WATER AND WASTEWATER TREATMENT CHEMICALS

THIS AGREEMENT ("Agreement") is made the 10th day of September, 2024, by and between the City of Cocoa, headquartered at 65 Stone Street, Cocoa, FL, 32922, hereinafter referred to as "BUYER," and Thatcher Chemical of Florida, Inc., with its principal place of business located at 245 Hazen Road, Deland, FL 32720-3967, hereinafter referred to as "SERVICE PROVIDER."

RECITALS:

WHEREAS, BUYER is a municipal corporation existing under the State of Florida, and in the conduct of its business, desires to obtain all materials, service, equipment, and labor required for the delivery of certain chemicals as are necessary to treat potable water and wastewater; and

WHEREAS, SERVICE PROVIDER is an active for-profit corporation, existing under the laws of the State of Florida, experienced in the foregoing and agrees to perform these services for the BUYER under the terms and conditions set forth in this Agreement; and

WHEREAS, SERVICE PROVIDER and BUYER are hereby bound by the terms and conditions of this Agreement. BUYER and SERVICE PROVIDER are hereby also bound by the terms and conditions of the Invitation to Bid ITB B-25-01-BCPEPC, attached hereto as **Exhibit "A"** and incorporated by reference; and by the SERVICE PROVIDER's Response, attached hereto as **Exhibit "B"** and incorporated by reference; and

WHEREAS, SERVICE PROVIDER comply with Federal, State, and local regulations regarding the transportation and delivery of hazardous chemicals; and

WHEREAS, BUYER shall not be held responsible for violations of any federal, state, or local regulations that occur related to the transportation and delivery of hazardous chemicals by SERVICE PROVIDER.

WHEREAS, the Contract will provide that Brevard County Public Entity Purchasing Cooperative members or any state and local governmental entities may make purchases at prices indicated in the Contract.

NOW, THEREFORE, in consideration of the mutual premises set forth in this Agreement, it is agreed by and between BUYER and SERVICE PROVIDER as follows:

SECTION ONE NATURE OF WORK

SERVICE PROVIDER will provide services related to the transportation and delivery of chemicals for water and wastewater treatment, as are described in **Exhibits "A,"** and **"B"** attached hereto and incorporated herein by this reference, generally referred to as "Services" herein. SERVICE PROVIDER shall ensure that the chemicals provided to BUYER meets the quality and purity standards outlined. Providing chemicals that do not meet applicable quality and purity standards shall be considered a material breach. Unless otherwise provided herein, SERVICE PROVIDER shall furnish all materials, tools, equipment, and manpower to complete the work required by this Agreement. The SERVICE PROVIDER warrants that it holds any and all necessary licenses required to conduct the work required by this Agreement, and agrees to maintain said licenses in good standing during the term of this Agreement, including a City of Cocoa Business Tax Receipt (unless SERVICE PROVIDER is otherwise exempt from the payment of the City's business taxes). The SERVICE PROVIDER shall immediately notify the BUYER in the event of a loss, suspension or termination of any license required to perform the Services set forth in this Agreement. SERVICE PROVIDER acknowledges that it has investigated prior to the execution of this Agreement and satisfied itself as to the conditions affecting the Services, the availability of materials and labor, the cost thereof, the requirements to obtain necessary insurance as set forth herein, and the steps necessary to complete the Services within the time set forth herein. SERVICE PROVIDER warrants unto the BUYER that it has the competence and abilities to carefully and faithfully complete the Services within the time set forth herein. SERVICE PROVIDER will perform its Services with due and reasonable diligence consistent with sound professional practices. SERVICE PROVIDER shall ensure compliance with all applicable safety standards and with all federal, state, and local regulations related to the handling, transportation, and delivery of Carbon Dioxide.

SECTION TWO PLACE OF WORK

SERVICE PROVIDER agrees to come to the locations described in **Exhibit "A,"** or such other places as reasonably designated by the BUYER, to perform the Services as necessary. SERVICE PROVIDER shall be responsible for coordinating access to the location where the Services will be performed and all necessary meeting, set-up, staging or workstation space with the BUYER's representative. SERVICE PROVIDER shall additionally follow all security protocols deemed necessary by the BUYER as determined in its sole discretion. As part of the Services, SERVICE PROVIDER will be responsible for safekeeping all keys, access codes, combinations, access cards, personal identification numbers, passwords, and similar security codes and identifiers issued to SERVICE PROVIDER's employees, agents, or subcontractors, as applicable. SERVICE PROVIDER agrees to require its employees to promptly report a lost or stolen access device or information. BUYER or its affiliates shall at all times have the right to review or observe the Services performed by SERVICE PROVIDER. No inspection, review, or observation shall relieve SERVICE PROVIDER of its responsibility under this Agreement.

SECTION THREE TIME DEVOTED TO WORK

In the performance of Services, the services and number of hours SERVICE PROVIDER is to work on any given day will be entirely within SERVICE PROVIDER'S control and professional judgment, and BUYER will rely upon SERVICE PROVIDER to exercise sound professional judgment and to devote such time, as is reasonably necessary, to fulfill the intent and purpose of this Agreement. SERVICE PROVIDER shall be required provide and deliver chemicals for the Term of this Agreement pursuant to the relevant provisions of **Exhibit "B,"** attached hereto and incorporated by reference. The chemicals that SERVICE PROVIDER has agreed to supply to BUYER shall be delivered on an as-needed basis to BUYER. Deliveries are FOB to the BUYER's destination. When Services are required, BUYER shall submit an order to SERVICE PROVIDER. Generally, deliveries should be made between the hours of 7:00 a.m. and 3:00 p.m. on normal working days (Monday through Friday), or as otherwise provided by the BUYER. BUYER shall have sole discretion as to when deliveries are to be received. Unless otherwise agreed to at the time an order is placed, SERVICE PROVIDER is to make deliveries within three days (72 hours, including weekends and holidays) of the BUYER operations staff placing an order. SERVICE PROVIDER shall comply with delivery procedures, safety requirements, and documentation requirements as are set forth in **Exhibit "B."** All work furnished by the SERVICE PROVIDER hereunder shall conform to high quality professional standards of care and practice in effect at the time the work was performed. SERVICE PROVIDER shall complete all of said Services in a timely manner and will keep the BUYER apprised of the status of work as reasonably requested by the BUYER. Should SERVICE PROVIDER fall behind on an established schedule, it shall employ such resources so as to comply with the schedule. No extension for completion of Services shall be granted to SERVICE PROVIDER without BUYERs prior written consent.

SECTION FOUR PAYMENT

SERVICE PROVIDER will be compensated as set forth in SERVICE PROVIDER'S Bid Price Schedule, which is found in **Exhibit "B"** SERVICE PROVIDER'S Response to ITB B-25-01-BCPEPC. Pursuant to **Exhibit "A,"** delivery shall be FOB to the BUYER's destination. Payments shall be due and payable as provided by the Florida Local Government Prompt Payment Act s. 218.70 et. seq., Florida Statutes. All Services provided to the BUYER must be described upon the Service Provider's invoice with sufficient clarity for the BUYER to easily identify and confirm the Services having been provided. All invoice entries shall clearly indicate the type of Service rendered, identify the SERVICE PROVIDER's employee who rendered such Service, and note the appropriate charge and hourly rate, if applicable. If upon the request of the BUYER, SERVICE PROVIDER agrees to perform additional services hereunder, the BUYER shall pay SERVICE PROVIDER for the performance of such additional services an additional amount (in addition to all other amounts payable under this Agreement) based on a mutually agreed upon addendum to

this Agreement providing for such additional fee and services, executed by the parties to this Agreement. The BUYER shall not be responsible for the payment of any additional services provided by SERVICE PROVIDER unless the description of said services has been set forth in the aforementioned addendum and the addendum has been approved by the BUYER in accordance with the BUYER's purchasing policies and procedures.

SECTION FIVE TERM

The term shall commence on October 1, 2024. ("Commencement Date"). The initial term of the Agreement shall be for one (1) year with the option to extend for three (3) additional one (1) year periods. The BUYER's may exercise a renewal option, subject to SERVICE PROVIDER'S agreement to the renewal, by providing the SERVICE PROVIDER with at least thirty (30) days written notice in advance of the anniversary of the Commencement Date. Renewals shall be made upon mutual agreement of the Parties and upon the same terms described herein.

The pricing shall remain fixed for the initial term. Following the initial term the fixed prices may be adjusted upward or downward on a yearly basis based on changes to the following price index:

Producer Price Index (PPI), Chemicals and Allied Products-Synthetic Ammonia, Nitric Acid and Ammonium Compounds, Not Seasonally Adjusted. Series ID: WPU0652013A.

It is the SERVICE PROVIDER's responsibility to request any pricing adjustments under this provision. Pricing adjustments will be considered yearly on the contract effective date. For any adjustment to be considered, the SERVICE PROVIDER's request for adjustment should be submitted to the BUYER's Purchasing Division, no less than 90 calendar days prior to the anniversary date. The SERVICE PROVIDER's adjustment request may not be in excess of the relevant documented pricing index.

Any adjustment request received after 90 calendar days from the anniversary date may not be considered. If no adjustment request is received from the awarded bidder, the Buyer will assume that the awarded bidder has agreed that the next 12 month period will be without any upward price adjustment. The BUYER reserves the right to negotiate lower pricing based on market research information or other factors that influence price. The Buyer reserves the right to apply any reduction in pricing for the next 12 month period based on the downward movement of the appropriate index.

The SERVICE PROVIDER's price is inclusive of all costs, charges, and fees involved in providing the specified products. Additional charges of any kind added to the invoice submitted by the SERVICE PROVIDER is prohibited.

SECTION SIX
STATUS OF SERVICE PROVIDER

This Agreement calls for the performance of the services of SERVICE PROVIDER as an independent contractor, and SERVICE PROVIDER, an active Florida corporation, will not be considered an employee of the BUYER for any purpose.

SECTION SEVEN
INDEMNIFICATION

SERVICE PROVIDER shall protect, defend, indemnify, and hold harmless, the BUYER, its employees, agents, elected or appointed officials, and representatives from any and all claims, losses, suits, costs, expenses, fines, penalties, deficiencies, damages, obligations, and liabilities, including all attorney's fees and court costs through all appeals, for which BUYER, its employees, agents, elected or appointed officials, and representatives can or may be held liable as a result of injury to persons (including death) or damage to property occurring by reason of any negligent acts, errors, omissions or willful misconduct of SERVICE PROVIDER, its employees, or agents arising out of or connected with this Agreement; or which arise out of any inaccurate representation made by the SERVICE PROVIDER, its employees, or agents; or any breach of this Agreement by SERVICE PROVIDER, its employees, or agents, except to the extent of the negligence, wrongful acts or omissions of BUYER, or its agents, elected or appointed officials, employees, or representatives.

For purposes of this indemnification only, SERVICE PROVIDER shall indemnify the BUYER for claims made by the employees of SERVICE PROVIDER, and SERVICE PROVIDER 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.

SERVICE PROVIDER shall further protect, defend, indemnify, and hold harmless, the BUYER, its employees, agents, elected or appointed officials, and representatives from any and all claims and liabilities, whether rightful or otherwise, alleging that the work furnished by the SERVICE PROVIDER hereunder, or any part thereof, constitutes an infringement of any patent, copyright, trademark or other intellectual property right of the United States. SERVICE PROVIDER shall pay all damages and costs awarded against the BUYER in connection with any such infringement, copyright, trademark or other intellectual property right claims.

This indemnification paragraph shall survive the termination of this Agreement until such time as all pending claims between the parties have been settled, or if no such pending claims, until such

time as all applicable statute of limitation time periods have expired with respect to the work performed by SERVICE PROVIDER pursuant to this Agreement.

SECTION EIGHT TERMINATION

Notwithstanding Section Five, the BUYER may terminate this Agreement for any reason, with or without cause and without penalty, by giving the SERVICE PROVIDER thirty (30) days advance written notice of the termination of this Agreement. In the event of any termination without cause pursuant to the preceding sentence, BUYER shall continue to be responsible for the payment of any outstanding undisputed invoices delivered to BUYER prior to the date of termination. In addition, should SERVICE PROVIDER materially breach this Agreement and such breach is not cured within fifteen (15) days of receiving written notice of such breach by the BUYER, the BUYER shall be entitled to terminate this Agreement immediately and SERVICE PROVIDER shall refund the BUYER any pre-paid fees for Services not delivered to the BUYER's satisfaction by SERVICE PROVIDER.

SECTION NINE PUBLIC RECORDS

- A. Pursuant to Section 119.0701, Florida Statutes, and other applicable public records laws (collectively, the "Public Records Laws"), SERVICE PROVIDER 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 SERVICE PROVIDER related, directly or indirectly, to the services provided to the BUYER under this Agreement and made or received pursuant to law or ordinance or in connection with the transaction of official business by the BUYER, may be deemed to be a public record under and pursuant to the Public Records Laws, whether in the possession or control of the BUYER or the SERVICE PROVIDER. If and to the extent 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 SERVICE PROVIDER are subject to the provisions of Chapter 119, Florida Statutes, or other Public Records Laws (records subject to the Public Records Laws are herein referred to as "public records"), they may not be destroyed without the specific written approval of the BUYER's designated custodian of public records. 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 SERVICE PROVIDER be open and freely exhibited to the BUYER

for the purpose of examination and/or audit. Notwithstanding anything herein to the contrary, the parties agree to maintain the confidentiality of any and all records or documents from third party disclosure that are deemed confidential and/or exempt from public records disclosure pursuant to federal or state law, including, but not limited to, under the Health Insurance Portability and Accountability Act of 1996 and related HIPAA Privacy Rules.

IF THE SERVICE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SERVICE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE BUYER'S CUSTODIAN OF PUBLIC RECORDS.

SERVICE PROVIDER is required to and agrees to comply with public records laws. SERVICE PROVIDER shall keep and maintain all public records required by the BUYER to perform the services as agreed to herein. SERVICE PROVIDER shall provide the BUYER, upon request from the BUYER, copies of the requested public records or allow the public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law. SERVICE PROVIDER 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. Upon completion of the Agreement, SERVICE PROVIDER shall transfer to the BUYER, at no cost, copies of all public records in possession of the SERVICE PROVIDER, provided the transfer is requested in writing by the BUYER. Upon such transfer, SERVICE PROVIDER 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 copies of the public records be transferred, the SERVICE PROVIDER 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 public 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 SERVICE PROVIDER of the request and the SERVICE PROVIDER shall then provide such public records to the City or allow the records to be inspected or copied within a reasonable time. If the SERVICE PROVIDER does not comply with a public records request, the City may enforce this Section to the extent permitted by law. SERVICE PROVIDER acknowledges that if the SERVICE PROVIDER does not provide the public records to the City within a reasonable time, the SERVICE PROVIDER may be subject to penalties under Section 119.10, Florida Statutes. The SERVICE PROVIDER acknowledges that if a civil action is filed against the SERVICE PROVIDER to compel production of public records relating to this Agreement, the court may assess and award against SERVICE PROVIDER 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 SERVICE PROVIDER, be open and freely exhibited to the City for the purpose of examination, audit, or otherwise. Failure by SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER's failure to comply with this Section, the City shall collect from SERVICE PROVIDER prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against SERVICE PROVIDER. 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 SERVICE PROVIDER's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

- B. All documents, including but not limited to, drawings, specifications and data or programs stored electronically or otherwise, prepared by the SERVICE PROVIDER and its independent contractors and associates pursuant to this Agreement or related exclusively to the Services described herein shall be owned by the CITY and may be reused by the CITY for any reason or purpose at any time. However, the CITY agrees that the aforesaid documents are not intended or represented to be suitable for reuse by the City or others on any undertaking other than the Work outlined in this Agreement. Any reuse for an undertaking other than for the Work without verification or adaptation by the SERVICE PROVIDER, 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 SERVICE PROVIDER.
- C. The City and the SERVICE PROVIDER agree that upon payment of fees due to the SERVICE PROVIDER 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 SERVICE PROVIDER, as applicable, 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 SERVICE PROVIDER 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 SERVICE PROVIDER in the performance of this Agreement, and hereby assigns and conveys the same to the CITY whether in the possession or control of the SERVICE PROVIDER or not.

- D. Notwithstanding any provisions to the contrary contained in this Agreement, the SERVICE PROVIDER 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

SECTION TEN INSURANCE

During the term of this Agreement, SERVICE PROVIDER shall be responsible for providing the types of insurance and limits of liability as set forth under this Paragraph. The insurance policies provided hereunder by SERVICE PROVIDER shall also include coverage with respect to services performed by all agents and independent contractors employed by SERVICE PROVIDER to perform any Work hereunder.

- a. The SERVICE PROVIDER shall maintain comprehensive general liability insurance in the minimum amount of \$1,000,000 as the combined single limit for each occurrence and \$2,000,000 general aggregate with a deductible not less than \$5,000 unless otherwise approved in writing by the City Manager to protect the SERVICE PROVIDER from claims of property damages which may arise from any Work performed under this Agreement whether such Work are performed by the SERVICE PROVIDER or by anyone directly employed by or contracting with the SERVICE PROVIDER.
- b. The SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER or by anyone directly or indirectly employed by the SERVICE PROVIDER.
- c. The SERVICE PROVIDER 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 \$1,000,000 for all of its employees performing Work for the CLIENT pursuant to this Agreement.
- d. THE SERVICE PROVIDER shall maintain Pollution Liability Insurance coverage, which covers any and all losses caused by pollution conditions (including sudden and non-sudden pollution conditions) arising from the Services being performed pursuant to this Agreement, in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 per general aggregate.

All required insurance must be from insurance carriers that have a rating of "A" or better and a financial size category of "VII" or higher according to the A.M. Best Company (or equivalent rating and rating service as reasonably determined by the City Manager). 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 CITY by SERVICE PROVIDER upon the Effective Date of this Agreement which satisfied the insurance requirements of this Section. Renewal certificates shall be sent to the CITY at the time of any expiration. There shall also be a 30-day advance written notification to the CITY in the event of cancellation or material modification of any stipulated insurance coverage. **The CITY shall be an additional insured on all stipulated insurance policies as its interest may appear, from time to time, excluding worker's compensation and professional liability policies.**

SECTION ELEVEN NOTICES

Any and all notices required or permitted under this Agreement shall be in writing and shall be sufficient in all respects if (i) delivered personally, (ii) mailed by registered or certified mail, return receipt requested and postage prepaid, or (iii) sent via a nationally recognized overnight courier service to the following:

For CITY:
Purchasing Manager
65 Stone Street
Cocoa, FL 32922

For SERVICE PROVIDER:

COMPANY NAME: Thatcher Chemical of Florida, Inc.
ADDRESS: P. O. Box 27407
Salt Lake City, UT 84127-0407

ATTENTION Michael T. Mitchell, President

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.

SECTION TWELVE

Service Agreement – B-25-01-BCPEPC
City of Cocoa
Page 11 of 21

E-VERIFY

1. Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, SERVICE PROVIDER 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.
2. Subcontractors
 - (i) SERVICE PROVIDER 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) SERVICE PROVIDER 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) SERVICE PROVIDER shall provide a copy of all subcontractor affidavits to the City upon receipt and shall maintain a copy for the duration of the Agreement.
3. SERVICE PROVIDER must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the SERVICE PROVIDER 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.
4. 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, SERVICE PROVIDER shall be liable for any additional costs incurred by the CITY as a result of the termination of the Agreement.

SECTION THIRTEEN MISCELLANEOUS

1. As an independent contractor, SERVICE PROVIDER shall pay all expenses in connection with its consulting business and SERVICE PROVIDER will not incur any indebtedness on behalf of CITY with this AGREEMENT.
2. 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.
3. This Agreement shall constitute the entire Agreement between the parties relative to the transaction contemplated herein and neither this Agreement nor any term or provision hereof

may be waived, except by an instrument in writing executed by the CITY and SERVICE PROVIDER.

4. This Agreement shall be interpreted and enforced in accordance with the laws of the State of Florida, and the venue for any action brought or arising out of this Agreement shall be Brevard County, Florida for state court actions and Orlando, Florida for federal court actions.
5. Should any term or provision of this Agreement be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this Agreement, to the extent that the Agreement shall remain operable, enforceable and in full force and effect to the extent permitted by law.
6. This Agreement may be amended, extended, or renewed only with the written approval of the parties. There shall be no modification of this agreement without a writing.
7. This Agreement states the entire understanding and agreement between the parties and supersedes any and all written or oral representations, statements, negotiations, or agreements previously existing between the parties with respect to the subject matter of this Agreement, save for the representations which are attached to this Agreement as Exhibits. The SERVICE PROVIDER recognizes that any representations, statements or negotiations made by CITY staff do not suffice to legally bind the CITY in a contractual relationship unless they have been reduced to writing and signed by an authorized CITY representative. This Agreement shall inure to the benefit of and shall be binding upon the parties, their respective assigns, and successors in interest.
8. CITY and SERVICE PROVIDER 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.
9. 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. SERVICE PROVIDER 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

Service Agreement – B-25-01-BCPEPC

City of Cocoa

Page 13 of 21

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.

10. The SERVICE PROVIDER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the SERVICE PROVIDER, to solicit or secure this Agreement, and that it has not paid or agreed to pay any CITY employee or official, person, company, corporation, individual, or firm, other than a bona fide employee working solely for the SERVICE PROVIDER, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.
11. SERVICE PROVIDER shall not assign or subcontract this Agreement or any rights or any monies due or to become due hereunder without the prior, written consent of CITY. Unless specifically stated to the contrary in any written consent to any assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than CITY and SERVICE PROVIDER, and all duties and responsibilities under this Agreement will be for the sole and exclusive benefit of CITY and SERVICE PROVIDER and not for the benefit of any other party.
12. Precautions shall be exercised at all times for the protection of all persons (including the CITY's employees) and property. The safety provisions of all applicable laws, regulations, and codes shall be observed. Hazards arising from the use of vehicles, machinery, and equipment shall be guided or eliminated in accordance with the highest accepted standard of safety. SERVICE PROVIDER shall be solely and absolutely responsible and assume all liability for the safety and supervision of its principals, employees, contractors, and agents while performing Services provided hereunder.
13. SERVICE PROVIDER 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 and the incorporated Exhibits. SERVICE PROVIDER shall also secure and maintain any and all permits and licenses required to complete this agreement. SERVICE PROVIDER shall comply with all safety regulations outlined in **Exhibit "B."** SERVICE PROVIDER shall ensure, as provided in **Exhibit "B,"** that all Material Safety Data Sheet (MSDS) documentation is appropriately furnished to CITY in compliance with Chapter 442, Florida Statutes. SERVICE PROVIDER shall ensure compliance with all federal, state, and local laws, related to the delivery, transportation, and handling of the chemical or chemicals which SERVICE PROVIDER is providing to CITY.
14. In the event that the chemicals provided by SERVICE PROVIDER to CITY should spill, leak, or otherwise breach containment during delivery or transport, SERVICE PROVIDER shall be responsible for cleanup. SERVICE PROVIDER shall comply with all applicable federal, state,

and local regulations related to the cleanup of the provided chemicals. Cleanup services shall be provided at no additional cost to CITY.

15. SERVICE PROVIDER shall agree to provide technical assistance, as needed, regarding the application of its product, and disposal and handling of the residual produced by the application of its product, as applicable. SERVICE PROVIDER shall provide this assistance at no charge to the CITY. SERVICE PROVIDER shall provide technical research and reports as requested by the Water Department at no additional cost to CITY.
16. This Agreement is subject to the annual appropriations of funds by the City Council. The CITY has a right to cancel this contract for fiscal non-funding.
17. 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 SERVICE PROVIDER'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 sixty days, either party may terminate this Agreement.
18. SERVICE PROVIDER acknowledges that its employees and agents will behave in an appropriate manner while on any CITY property and while on any residential or commercial private property relating to the performance of Services in accordance with this Agreement and shall, at all times, conduct themselves in a manner consistent with CITY policies and within the discretion of the City Project Manager or designee. Professional and personal conduct of SERVICE PROVIDER's staff shall conform to CITY's personnel policies. It is a breach of this Agreement for any agent or employee of SERVICE PROVIDER to behave in a manner which is inconsistent with good conduct or decorum or to behave in any manner that will disrupt the functioning of the CITY or constitute any level of threat to the safety, health, and well-being of any citizen, invitee, licensee, agent or employee of the CITY. SERVICE PROVIDER agrees to immediately remove any agent or employee if directed to do so by the City Project Manager or designee.
19. SERVICE PROVIDER shall acquire no rights under the Agreement to, and shall not use, the name of the CITY, either alone or in conjunction with or as part of any other name, word, mark, picture, logo, design, and/or trademark (collectively "City Marks") in any of Service Provider's advertising, publicity or promotion; to express or imply any endorsement by the City of its Services; or in any other manner (whether or not similar to the uses hereinabove specifically prohibited) without the prior review and written approval by the CITY, except as expressly permitted herein. No advertisement, publication, or other use of City Marks shall be

Service Agreement – B-25-01-BCPEPC

City of Cocoa

Page 15 of 21

published or otherwise promulgated by SERVICE PROVIDER without City's prior inspection and written approval. This clause shall survive the expiration or sooner termination of this Agreement.

20. By signing this Agreement, Service Provider certifies that it and its principals:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency.
- B. Have not, within the preceding five-year period, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
- C. Are not presently indicted or otherwise criminally charged by a government entity (federal, state or local) with commission of any of the offense enumerated in the preceding paragraph.
- D. Have not within the preceding five years had one or more public transactions (federal, state or local) terminated for cause or default.

Service Provider agrees to notify City within thirty (30) days after the occurrence of any of the events, actions, debarments, proposals, declarations, exclusions, convictions, judgment, indictments, informations, or terminations as described above, with respect to Service Provider or its principals.

21. In case of any inconsistency in any of the documents bearing on the Agreement between the CITY and the SERVICE PROVIDER, the inconsistency shall be resolved by giving precedence in the following order:

- A. Addenda or change orders to this Agreement subsequent to the Effective date of this Agreement;
- B. This Agreement;
- C. Exhibits to this Agreement.

Any inconsistency in the work description shall be clarified by the City and performed by the Service Provider.

22. At its discretion, during the course of the work, should any errors, ambiguities, or discrepancies be found in the Agreement or specifications, the CITY at its sole discretion will interpret the intent of the Agreement and work descriptions and the SERVICE PROVIDER hereby agrees to abide by the CITY's interpretation and agrees to carry out the work in accordance with the decision of the CITY.
23. The SERVICE PROVIDER warrants and represents that it complies with all Federal and State requirements concerning fair employment and will not discriminate by reason of race, color, religion, sex, age, national origin, disability, national origin, sexual orientation, gender identity, or expression, and genetic information or any other category of persons protected pursuant to Florida law.
24. No inspection by the CITY, nor any payment for or acceptance of the whole or part of the items in this Agreement, nor any extension of time, nor any possession taken by the CITY of the product or services hereunder shall operate as a waiver of (1) any provision of this Agreement, (2) the right to have it fully performed, (3) any power herein reserved by the City or (4) any right to damages under this Agreement. No waiver of any breach of this Agreement shall be held to be a waiver of any other breach. Failure of CITY to insist upon performance within any time period or upon a proper level or quality of performance shall not act as a waiver of CITY's right to later claim a failure to perform by SERVICE PROVIDER.

IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby execute this Agreement on the date first written above.

SERVICE PROVIDER:

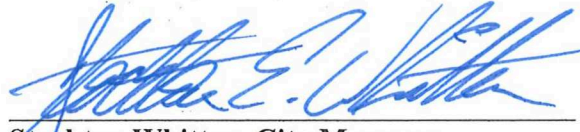


Printed Name: **Michael T. Mitchell**

Title: **President**

Date: **August 21, 2024**

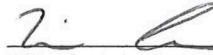
CITY OF COCOA:



Stockton Whitten, City Manager

Date: **9/20/2024**

ATTEST:



Monica Arsenault, City Clerk, CMC



EXHIBIT A
Invitation to Bid B-25-01-BCPEPC

EXHIBIT B
Bidder Response



Finance Department, Purchasing

65 Stone Street • Cocoa, FL 32922

PHONE: (321) 433-8844

www.CocoaFL.gov

**CITY OF COCOA
AMENDMENT TO SERVICE AGREEMENT**

1st AMENDMENT

Water and Wastewater Treatment Chemical – Ammonium Sulfate and Liquid Aluminum Sulfate

CONTRACT NO. B-25-01-BCPEPC-D

This FIRST Amendment to the Service Agreement for Water and Wastewater Treatment Chemical – Ammonium Sulfate and Liquid Aluminum Sulfate is made between the City of Cocoa and Univar Solutions USA, Inc., 3075 Highland Parkway, Ste 200, Downers Grove, IL 60515.

The agreement entered on September 10, 2024, is hereby amended to renew for the first renewal option for twelve (12) additional months at the same rates of: Ammonium Sulfate - \$2.499 per gallon and Liquid Aluminum Sulfate - \$1.98 per gallon with terms, and conditions commencing on October 1, 2025, and terminating on September 30, 2026.

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

UNIVAR SOLUTIONS

CITY OF COCOA

By: Stacy Ziegler

(Name) Printed

By: Stockton Whitten

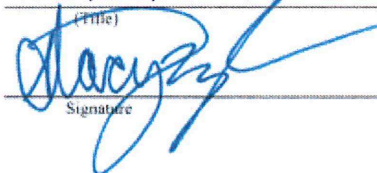
(Name) Printed

Municipal Specialist

(Title)

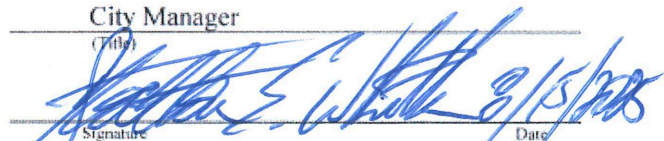
City Manager

(Title)


Signature

8/12/2025

Date


Signature

Date

CC: Monica Arsenault, City Clerk
James Mitchell, Water Treatment Manager
Brian Dale, Purchasing Manager

ATTESTED BY: CITY CLERK

SEAL

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

Stay Connected 



CITY OF COCOA

SERVICE CONTRACT

B-25-01-BCPEPC

WATER AND WASTEWATER TREATMENT CHEMICALS

Award: B-25-01-BCPEPC-D
Supplier: Univar Solutions USA, Inc.
Products: Hydro-fluoric Acid
Ammonium Sulfate
Liquid Aluminum Sulfate



PURCHASING DEPARTMENT

65 Stone Street • Cocoa, FL 32922

PHONE: (321) 433-8833

FAX: (321) 433-8685

EMAIL: PURCHASING@COCOFL.ORG

Table of Contents

SERVICE AGREEMENT	2
RECITALS	2
NATURE OF WORK.....	3
PLACE OF WORK.....	3
TIME DEVOTED TO WORK	4
PAYMENT	4
TERM	5
STATUS OF SERVICE PROVIDER.....	6
INDEMNIFICATION.....	6
TERMINATION.....	7
PUBLIC RECORDS.....	7
INSURANCE.....	10
NOTICES.....	11
E-VERIFY	12
MISCELLANEOUS	12
EXHIBIT A.....	19
Invitation to Bid B-25-01-BCPEPC.....	19
EXHIBIT B.....	20
Bidder Response	20

SERVICE AGREEMENT

B-25-01-BCPEPC- D

WATER AND WASTEWATER TREATMENT CHEMICALS

THIS AGREEMENT ("Agreement") is made the 10th day of September, 2024, by and between the City of Cocoa, headquartered at 65 Stone Street, Cocoa, FL, 32922, hereinafter referred to as "BUYER," and Univar Solutions USA, LLC with its principal place of business located at 3075 Highland Parkway, Ste. 200 Downers Grove, IL 60515, hereinafter referred to as "SERVICE PROVIDER."

RECITALS:

WHEREAS, BUYER is a municipal corporation existing under the State of Florida, and in the conduct of its business, desires to obtain all materials, service, equipment, and labor required for the delivery of certain chemicals as are necessary to treat potable water and wastewater; and

WHEREAS, SERVICE PROVIDER is an active for-profit corporation, existing under the laws of the State of Florida, experienced in the foregoing and agrees to perform these services for the BUYER under the terms and conditions set forth in this Agreement; and

WHEREAS, SERVICE PROVIDER and BUYER are hereby bound by the terms and conditions of this Agreement. BUYER and SERVICE PROVIDER are hereby also bound by the terms and conditions of the Invitation to Bid ITB B-25-01-BCPEPC, attached hereto as **Exhibit "A"** and incorporated by reference; and by the SERVICE PROVIDER's Response, attached hereto as **Exhibit "B"** and incorporated by reference; and

WHEREAS, SERVICE PROVIDER comply with Federal, State, and local regulations regarding the transportation and delivery of hazardous chemicals; and

WHEREAS, BUYER shall not be held responsible for violations of any federal, state, or local regulations that occur related to the transportation and delivery of hazardous chemicals by SERVICE PROVIDER.

WHEREAS, the Contract will provide that Brevard County Public Entity Purchasing Cooperative members or any state and local governmental entities may make purchases at prices indicated in the Contract.

NOW, THEREFORE, in consideration of the mutual premises set forth in this Agreement, it is agreed by and between BUYER and SERVICE PROVIDER as follows:

SECTION ONE NATURE OF WORK

SERVICE PROVIDER will provide services related to the transportation and delivery of chemicals for water and wastewater treatment, as are described in **Exhibits “A,”** and **“B”** attached hereto and incorporated herein by this reference, generally referred to as “Services” herein. SERVICE PROVIDER shall ensure that the chemicals provided to BUYER meets the quality and purity standards outlined. Providing chemicals that do not meet applicable quality and purity standards shall be considered a material breach. Unless otherwise provided herein, SERVICE PROVIDER shall furnish all materials, tools, equipment, and manpower to complete the work required by this Agreement. The SERVICE PROVIDER warrants that it holds any and all necessary licenses required to conduct the work required by this Agreement, and agrees to maintain said licenses in good standing during the term of this Agreement, including a City of Cocoa Business Tax Receipt (unless SERVICE PROVIDER is otherwise exempt from the payment of the City’s business taxes). The SERVICE PROVIDER shall immediately notify the BUYER in the event of a loss, suspension or termination of any license required to perform the Services set forth in this Agreement. SERVICE PROVIDER acknowledges that it has investigated prior to the execution of this Agreement and satisfied itself as to the conditions affecting the Services, the availability of materials and labor, the cost thereof, the requirements to obtain necessary insurance as set forth herein, and the steps necessary to complete the Services within the time set forth herein. SERVICE PROVIDER warrants unto the BUYER that it has the competence and abilities to carefully and faithfully complete the Services within the time set forth herein. SERVICE PROVIDER will perform its Services with due and reasonable diligence consistent with sound professional practices. SERVICE PROVIDER shall ensure compliance with all applicable safety standards and with all federal, state, and local regulations related to the handling, transportation, and delivery of Carbon Dioxide.

SECTION TWO PLACE OF WORK

SERVICE PROVIDER agrees to come to the locations described in **Exhibit “A”**, or such other places as reasonably designated by the BUYER, to perform the Services as necessary. SERVICE PROVIDER shall be responsible for coordinating access to the location where the Services will be performed and all necessary meeting, set-up, staging or workstation space with the BUYER’s representative. SERVICE PROVIDER shall additionally follow all security protocols deemed necessary by the BUYER as determined in its sole discretion. As part of the Services, SERVICE PROVIDER will be responsible for safekeeping all keys, access codes, combinations, access cards, personal identification numbers, passwords, and similar security codes and identifiers issued to SERVICE PROVIDER’s employees, agents, or subcontractors, as applicable. SERVICE PROVIDER agrees to require its employees to promptly report a lost or stolen access device or information. BUYER or its affiliates shall at all times have the right to review or observe the Services performed by SERVICE PROVIDER. No inspection, review, or observation shall relieve SERVICE PROVIDER of its responsibility under this Agreement.

SECTION THREE TIME DEVOTED TO WORK

In the performance of Services, the services and number of hours SERVICE PROVIDER is to work on any given day will be entirely within SERVICE PROVIDER'S control and professional judgment, and BUYER will rely upon SERVICE PROVIDER to exercise sound professional judgment and to devote such time, as is reasonably necessary, to fulfill the intent and purpose of this Agreement. SERVICE PROVIDER shall be required provide and deliver chemicals for the Term of this Agreement pursuant to the relevant provisions of **Exhibit "B,"** attached hereto and incorporated by reference. The chemicals that SERVICE PROVIDER has agreed to supply to BUYER shall be delivered on an as-needed basis to BUYER. Deliveries are FOB to the BUYER's destination. When Services are required, BUYER shall submit an order to SERVICE PROVIDER. Generally, deliveries should be made between the hours of 7:00 a.m. and 3:00 p.m. on normal working days (Monday through Friday), or as otherwise provided by the BUYER. BUYER shall have sole discretion as to when deliveries are to be received. Unless otherwise agreed to at the time an order is placed, SERVICE PROVIDER is to make deliveries within three days (72 hours, including weekends and holidays) of the BUYER operations staff placing an order. SERVICE PROVIDER shall comply with delivery procedures, safety requirements, and documentation requirements as are set forth in **Exhibit "B."** All work furnished by the SERVICE PROVIDER hereunder shall conform to high quality professional standards of care and practice in effect at the time the work was performed. SERVICE PROVIDER shall complete all of said Services in a timely manner and will keep the BUYER apprised of the status of work as reasonably requested by the BUYER. Should SERVICE PROVIDER fall behind on an established schedule, it shall employ such resources so as to comply with the schedule. No extension for completion of Services shall be granted to SERVICE PROVIDER without BUYERs prior written consent.

SECTION FOUR PAYMENT

SERVICE PROVIDER will be compensated as set forth in SERVICE PROVIDER'S Bid Price Schedule, which is found in **Exhibit "B"** SERVICE PROVIDER'S Response to ITB B-25-01-BCPEPC. Pursuant to **Exhibit "A,"** delivery shall be FOB to the BUYER's destination. Payments shall be due and payable as provided by the Florida Local Government Prompt Payment Act s. 218.70 et. seq., Florida Statutes. All Services provided to the BUYER must be described upon the Service Provider's invoice with sufficient clarity for the BUYER to easily identify and confirm the Services having been provided. All invoice entries shall clearly indicate the type of Service rendered, identify the SERVICE PROVIDER's employee who rendered such Service, and note the appropriate charge and hourly rate, if applicable. If upon the request of the BUYER, SERVICE PROVIDER agrees to perform additional services hereunder, the BUYER shall pay SERVICE PROVIDER for the performance of such additional services an additional amount (in addition to all other amounts payable under this Agreement) based on a mutually agreed upon addendum to

this Agreement providing for such additional fee and services, executed by the parties to this Agreement. The BUYER shall not be responsible for the payment of any additional services provided by SERVICE PROVIDER unless the description of said services has been set forth in the aforementioned addendum and the addendum has been approved by the BUYER in accordance with the BUYER's purchasing policies and procedures.

SECTION FIVE TERM

The term shall commence on October 1, 2024. ("Commencement Date"). The initial term of the Agreement shall be for one (1) year with the option to extend for three (3) additional one (1) year periods. The BUYER's may exercise a renewal option, subject to SERVICE PROVIDER'S agreement to the renewal, by providing the SERVICE PROVIDER with at least thirty (30) days written notice in advance of the anniversary of the Commencement Date. Renewals shall be made upon mutual agreement of the Parties and upon the same terms described herein.

The pricing shall remain fixed for the initial term. Following the initial term the fixed prices may be adjusted upward or downward on a yearly basis based on changes to the following price index:

Producer Price Index (PPI), Chemicals and Allied Products-Synthetic Ammonia, Nitric Acid and Ammonium Compounds, Not Seasonally Adjusted. Series ID: WPU0652013A.

It is the SERVICE PROVIDER's responsibility to request any pricing adjustments under this provision. Pricing adjustments will be considered yearly on the contract effective date. For any adjustment to be considered, the SERVICE PROVIDER's request for adjustment should be submitted to the BUYER's Purchasing Division, no less than 90 calendar days prior to the anniversary date. The SERVICE PROVIDER's adjustment request may not be in excess of the relevant documented pricing index.

Any adjustment request received after 90 calendar days from the anniversary date may not be considered. If no adjustment request is received from the awarded bidder, the Buyer will assume that the awarded bidder has agreed that the next 12 month period will be without any upward price adjustment. The BUYER reserves the right to negotiate lower pricing based on market research information or other factors that influence price. The Buyer reserves the right to apply any reduction in pricing for the next 12 month period based on the downward movement of the appropriate index.

The SERVICE PROVIDER's price is inclusive of all costs, charges, and fees involved in providing the specified products. Additional charges of any kind added to the invoice submitted by the SERVICE PROVIDER is prohibited.

SECTION SIX STATUS OF SERVICE PROVIDER

This Agreement calls for the performance of the services of SERVICE PROVIDER as an independent contractor, and SERVICE PROVIDER, an active Florida corporation, will not be considered an employee of the BUYER for any purpose.

SECTION SEVEN INDEMNIFICATION

SERVICE PROVIDER shall protect, defend, indemnify, and hold harmless, the BUYER, its employees, agents, elected or appointed officials, and representatives from any and all claims, losses, suits, costs, expenses, fines, penalties, deficiencies, damages, obligations, and liabilities, including all attorney's fees and court costs through all appeals, for which BUYER, its employees, agents, elected or appointed officials, and representatives can or may be held liable as a result of injury to persons (including death) or damage to property occurring by reason of any negligent acts, errors, omissions or willful misconduct of SERVICE PROVIDER, its employees, or agents arising out of or connected with this Agreement; or which arise out of any inaccurate representation made by the SERVICE PROVIDER, its employees, or agents; or any breach of this Agreement by SERVICE PROVIDER, its employees, or agents, except to the extent of the negligence, wrongful acts or omissions of BUYER, or its agents, elected or appointed officials, employees, or representatives.

For purposes of this indemnification only, SERVICE PROVIDER shall indemnify the BUYER for claims made by the employees of SERVICE PROVIDER, and SERVICE PROVIDER 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.

SERVICE PROVIDER shall further protect, defend, indemnify, and hold harmless, the BUYER, its employees, agents, elected or appointed officials, and representatives from any and all claims and liabilities, whether rightful or otherwise, alleging that the work furnished by the SERVICE PROVIDER hereunder, or any part thereof, constitutes an infringement of any patent, copyright, trademark or other intellectual property right of the United States. SERVICE PROVIDER shall pay all damages and costs awarded against the BUYER in connection with any such infringement, copyright, trademark or other intellectual property right claims.

This indemnification paragraph shall survive the termination of this Agreement until such time as all pending claims between the parties have been settled, or if no such pending claims, until such

time as all applicable statute of limitation time periods have expired with respect to the work performed by SERVICE PROVIDER pursuant to this Agreement.

SECTION EIGHT TERMINATION

Notwithstanding Section Five, the BUYER may terminate this Agreement for any reason, with or without cause and without penalty, by giving the SERVICE PROVIDER thirty (30) days advance written notice of the termination of this Agreement. In the event of any termination without cause pursuant to the preceding sentence, BUYER shall continue to be responsible for the payment of any outstanding undisputed invoices delivered to BUYER prior to the date of termination. In addition, should SERVICE PROVIDER materially breach this Agreement and such breach is not cured within fifteen (15) days of receiving written notice of such breach by the BUYER, the BUYER shall be entitled to terminate this Agreement immediately and SERVICE PROVIDER shall refund the BUYER any pre-paid fees for Services not delivered to the BUYER's satisfaction by SERVICE PROVIDER.

SECTION NINE PUBLIC RECORDS

- A. Pursuant to Section 119.0701, Florida Statutes, and other applicable public records laws (collectively, the "Public Records Laws"), SERVICE PROVIDER 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 SERVICE PROVIDER related, directly or indirectly, to the services provided to the BUYER under this Agreement and made or received pursuant to law or ordinance or in connection with the transaction of official business by the BUYER, may be deemed to be a public record under and pursuant to the Public Records Laws, whether in the possession or control of the BUYER or the SERVICE PROVIDER. If and to the extent 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 SERVICE PROVIDER are subject to the provisions of Chapter 119, Florida Statutes, or other Public Records Laws (records subject to the Public Records Laws are herein referred to as "public records"), they may not be destroyed without the specific written approval of the BUYER's designated custodian of public records. 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 SERVICE PROVIDER be open and freely exhibited to the BUYER

for the purpose of examination and/or audit. Notwithstanding anything herein to the contrary, the parties agree to maintain the confidentiality of any and all records or documents from third party disclosure that are deemed confidential and/or exempt from public records disclosure pursuant to federal or state law, including, but not limited to, under the Health Insurance Portability and Accountability Act of 1996 and related HIPAA Privacy Rules.

IF THE SERVICE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SERVICE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE BUYER'S CUSTODIAN OF PUBLIC RECORDS.

SERVICE PROVIDER is required to and agrees to comply with public records laws. SERVICE PROVIDER shall keep and maintain all public records required by the BUYER to perform the services as agreed to herein. SERVICE PROVIDER shall provide the BUYER, upon request from the BUYER, copies of the requested public records or allow the public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law. SERVICE PROVIDER 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. Upon completion of the Agreement, SERVICE PROVIDER shall transfer to the BUYER, at no cost, copies of all public records in possession of the SERVICE PROVIDER, provided the transfer is requested in writing by the BUYER. Upon such transfer, SERVICE PROVIDER 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 copies of the public records be transferred, the SERVICE PROVIDER 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 public 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 SERVICE PROVIDER of the request and the SERVICE PROVIDER shall then provide such public records to the City or allow the records to be inspected or copied within a reasonable time. If the SERVICE PROVIDER does not comply with a public records request, the City may enforce this Section to the extent permitted by law. SERVICE PROVIDER acknowledges that if the SERVICE PROVIDER does not provide the public records to the City within a reasonable time, the SERVICE PROVIDER may be subject to penalties under Section 119.10, Florida Statutes. The SERVICE PROVIDER acknowledges that if a civil action is filed against the SERVICE PROVIDER to compel production of public records relating to this Agreement, the court may assess and award against SERVICE PROVIDER 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 SERVICE PROVIDER, be open and freely exhibited to the City for the purpose of examination, audit, or otherwise. Failure by SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER's failure to comply with this Section, the City shall collect from SERVICE PROVIDER prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against SERVICE PROVIDER. 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 SERVICE PROVIDER's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

- B. All documents, including but not limited to, drawings, specifications and data or programs stored electronically or otherwise, prepared by the SERVICE PROVIDER and its independent contractors and associates pursuant to this Agreement or related exclusively to the Services described herein shall be owned by the CITY and may be reused by the CITY for any reason or purpose at any time. However, the CITY agrees that the aforesaid documents are not intended or represented to be suitable for reuse by the City or others on any undertaking other than the Work outlined in this Agreement. Any reuse for an undertaking other than for the Work without verification or adaptation by the SERVICE PROVIDER, 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 SERVICE PROVIDER.
- C. The City and the SERVICE PROVIDER agree that upon payment of fees due to the SERVICE PROVIDER 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 SERVICE PROVIDER, as applicable, 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 SERVICE PROVIDER 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 SERVICE PROVIDER in the performance of this Agreement, and hereby assigns and conveys the same to the CITY whether in the possession or control of the SERVICE PROVIDER or not.

- D. Notwithstanding any provisions to the contrary contained in this Agreement, the SERVICE PROVIDER 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

SECTION TEN INSURANCE

During the term of this Agreement, SERVICE PROVIDER shall be responsible for providing the types of insurance and limits of liability as set forth under this Paragraph. The insurance policies provided hereunder by SERVICE PROVIDER shall also include coverage with respect to services performed by all agents and independent contractors employed by SERVICE PROVIDER to perform any Work hereunder.

a. The SERVICE PROVIDER shall maintain comprehensive general liability insurance in the minimum amount of \$1,000,000 as the combined single limit for each occurrence and \$2,000,000 general aggregate with a deductible not less than \$5,000 unless otherwise approved in writing by the City Manager to protect the SERVICE PROVIDER from claims of property damages which may arise from any Work performed under this Agreement whether such Work are performed by the SERVICE PROVIDER or by anyone directly employed by or contracting with the SERVICE PROVIDER.

b. The SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER or by anyone directly or indirectly employed by the SERVICE PROVIDER.

c. The SERVICE PROVIDER 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 \$1,000,000 for all of its employees performing Work for the CLIENT pursuant to this Agreement.

d. THE SERVICE PROVIDER shall maintain Pollution Liability Insurance coverage, which covers any and all losses caused by pollution conditions (including sudden and non-sudden pollution conditions) arising from the Services being performed pursuant to this Agreement, in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 per general aggregate.

All required insurance must be from insurance carriers that have a rating of “A” or better and a financial size category of “VII” or higher according to the A.M. Best Company (or equivalent rating and rating service as reasonably determined by the City Manager). 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 CITY by SERVICE PROVIDER upon the Effective Date of this Agreement which satisfied the insurance requirements of this Section. Renewal certificates shall be sent to the CITY at the time of any expiration. There shall also be a 30-day advance written notification to the CITY in the event of cancellation or material modification of any stipulated insurance coverage. **The CITY shall be an additional insured on all stipulated insurance policies as its interest may appear, from time to time, excluding worker’s compensation and professional liability policies.**

SECTION ELEVEN NOTICES

Any and all notices required or permitted under this Agreement shall be in writing and shall be sufficient in all respects if (i) delivered personally, (ii) mailed by registered or certified mail, return receipt requested and postage prepaid, or (iii) sent via a nationally recognized overnight courier service to the following:

For CITY:
Purchasing Manager
65 Stone Street
Cocoa, FL 32922

For SERVICE PROVIDER:

COMPANY NAME: Univar Solutions USA, LLC
ADDRESS: 8201 S. 212th
Kent, WA 98032

ATTENTION Stacy Ziegler

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.

SECTION TWELVE

E-VERIFY

1. Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, SERVICE PROVIDER 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.
2. Subcontractors
 - (i) SERVICE PROVIDER 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) SERVICE PROVIDER 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) SERVICE PROVIDER shall provide a copy of all subcontractor affidavits to the City upon receipt and shall maintain a copy for the duration of the Agreement.
3. SERVICE PROVIDER must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the SERVICE PROVIDER 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.
4. 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, SERVICE PROVIDER shall be liable for any additional costs incurred by the CITY as a result of the termination of the Agreement.

SECTION THIRTEEN MISCELLANEOUS

1. As an independent contractor, SERVICE PROVIDER shall pay all expenses in connection with its consulting business and SERVICE PROVIDER will not incur any indebtedness on behalf of CITY with this AGREEMENT.
2. 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.
3. This Agreement shall constitute the entire Agreement between the parties relative to the transaction contemplated herein and neither this Agreement nor any term or provision hereof

may be waived, except by an instrument in writing executed by the CITY and SERVICE PROVIDER.

4. This Agreement shall be interpreted and enforced in accordance with the laws of the State of Florida, and the venue for any action brought or arising out of this Agreement shall be Brevard County, Florida for state court actions and Orlando, Florida for federal court actions.
5. Should any term or provision of this Agreement be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this Agreement, to the extent that the Agreement shall remain operable, enforceable and in full force and effect to the extent permitted by law.
6. This Agreement may be amended, extended, or renewed only with the written approval of the parties. There shall be no modification of this agreement without a writing.
7. This Agreement states the entire understanding and agreement between the parties and supersedes any and all written or oral representations, statements, negotiations, or agreements previously existing between the parties with respect to the subject matter of this Agreement, save for the representations which are attached to this Agreement as Exhibits. The SERVICE PROVIDER recognizes that any representations, statements or negotiations made by CITY staff do not suffice to legally bind the CITY in a contractual relationship unless they have been reduced to writing and signed by an authorized CITY representative. This Agreement shall inure to the benefit of and shall be binding upon the parties, their respective assigns, and successors in interest.
8. CITY and SERVICE PROVIDER 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.
9. 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. SERVICE PROVIDER 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

Service Agreement – B-25-01-BCPEPC

City of Cocoa

Page 13 of 21

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.

10. The SERVICE PROVIDER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the SERVICE PROVIDER, to solicit or secure this Agreement, and that it has not paid or agreed to pay any CITY employee or official, person, company, corporation, individual, or firm, other than a bona fide employee working solely for the SERVICE PROVIDER, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.
11. SERVICE PROVIDER shall not assign or subcontract this Agreement or any rights or any monies due or to become due hereunder without the prior, written consent of CITY. Unless specifically stated to the contrary in any written consent to any assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than CITY and SERVICE PROVIDER, and all duties and responsibilities under this Agreement will be for the sole and exclusive benefit of CITY and SERVICE PROVIDER and not for the benefit of any other party.
12. Precautions shall be exercised at all times for the protection of all persons (including the CITY's employees) and property. The safety provisions of all applicable laws, regulations, and codes shall be observed. Hazards arising from the use of vehicles, machinery, and equipment shall be guided or eliminated in accordance with the highest accepted standard of safety. SERVICE PROVIDER shall be solely and absolutely responsible and assume all liability for the safety and supervision of its principals, employees, contractors, and agents while performing Services provided hereunder.
13. SERVICE PROVIDER 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 and the incorporated Exhibits. SERVICE PROVIDER shall also secure and maintain any and all permits and licenses required to complete this agreement. SERVICE PROVIDER shall comply with all safety regulations outlined in **Exhibit "B."** SERVICE PROVIDER shall ensure, as provided in **Exhibit "B,"** that all Material Safety Data Sheet (MSDS) documentation is appropriately furnished to CITY in compliance with Chapter 442, Florida Statutes. SERVICE PROVIDER shall ensure compliance with all federal, state, and local laws, related to the delivery, transportation, and handling of the chemical or chemicals which SERVICE PROVIDER is providing to CITY.
14. In the event that the chemicals provided by SERVICE PROVIDER to CITY should spill, leak, or otherwise breach containment during delivery or transport, SERVICE PROVIDER shall be responsible for cleanup. SERVICE PROVIDER shall comply with all applicable federal, state,

and local regulations related to the cleanup of the provided chemicals. Cleanup services shall be provided at no additional cost to CITY.

15. SERVICE PROVIDER shall agree to provide technical assistance, as needed, regarding the application of its product, and disposal and handling of the residual produced by the application of its product, as applicable. SERVICE PROVIDER shall provide this assistance at no charge to the CITY. SERVICE PROVIDER shall provide technical research and reports as requested by the Water Department at no additional cost to CITY.
16. This Agreement is subject to the annual appropriations of funds by the City Council. The CITY has a right to cancel this contract for fiscal non-funding.
17. 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 SERVICE PROVIDER'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 sixty days, either party may terminate this Agreement.
18. SERVICE PROVIDER acknowledges that its employees and agents will behave in an appropriate manner while on any CITY property and while on any residential or commercial private property relating to the performance of Services in accordance with this Agreement and shall, at all times, conduct themselves in a manner consistent with CITY policies and within the discretion of the City Project Manager or designee. Professional and personal conduct of SERVICE PROVIDER's staff shall conform to CITY's personnel policies. It is a breach of this Agreement for any agent or employee of SERVICE PROVIDER to behave in a manner which is inconsistent with good conduct or decorum or to behave in any manner that will disrupt the functioning of the CITY or constitute any level of threat to the safety, health, and well-being of any citizen, invitee, licensee, agent or employee of the CITY. SERVICE PROVIDER agrees to immediately remove any agent or employee if directed to do so by the City Project Manager or designee.
19. SERVICE PROVIDER shall acquire no rights under the Agreement to, and shall not use, the name of the CITY, either alone or in conjunction with or as part of any other name, word, mark, picture, logo, design, and/or trademark (collectively "City Marks") in any of Service Provider's advertising, publicity or promotion; to express or imply any endorsement by the City of its Services; or in any other manner (whether or not similar to the uses hereinabove specifically prohibited) without the prior review and written approval by the CITY, except as expressly permitted herein. No advertisement, publication, or other use of City Marks shall be

Service Agreement – B-25-01-BCPEPC

City of Cocoa

Page 15 of 21

published or otherwise promulgated by SERVICE PROVIDER without City's prior inspection and written approval. This clause shall survive the expiration or sooner termination of this Agreement.

20. By signing this Agreement, Service Provider certifies that it and its principals:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency.
- B. Have not, within the preceding five-year period, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
- C. Are not presently indicted or otherwise criminally charged by a government entity (federal, state or local) with commission of any of the offense enumerated in the preceding paragraph.
- D. Have not within the preceding five years had one or more public transactions (federal, state or local) terminated for cause or default.

Service Provider agrees to notify City within thirty (30) days after the occurrence of any of the events, actions, debarments, proposals, declarations, exclusions, convictions, judgment, indictments, informations, or terminations as described above, with respect to Service Provider or its principals.

21. In case of any inconsistency in any of the documents bearing on the Agreement between the CITY and the SERVICE PROVIDER, the inconsistency shall be resolved by giving precedence in the following order:

- A. Addenda or change orders to this Agreement subsequent to the Effective date of this Agreement;
- B. This Agreement;
- C. Exhibits to this Agreement.

Any inconsistency in the work description shall be clarified by the City and performed by the Service Provider.

22. At its discretion, during the course of the work, should any errors, ambiguities, or discrepancies be found in the Agreement or specifications, the CITY at its sole discretion will interpret the intent of the Agreement and work descriptions and the SERVICE PROVIDER hereby agrees to abide by the CITY's interpretation and agrees to carry out the work in accordance with the decision of the CITY.
23. The SERVICE PROVIDER warrants and represents that it complies with all Federal and State requirements concerning fair employment and will not discriminate by reason of race, color, religion, sex, age, national origin, disability, national origin, sexual orientation, gender identity, or expression, and genetic information or any other category of persons protected pursuant to Florida law.
24. No inspection by the CITY, nor any payment for or acceptance of the whole or part of the items in this Agreement, nor any extension of time, nor any possession taken by the CITY of the product or services hereunder shall operate as a waiver of (1) any provision of this Agreement, (2) the right to have it fully performed, (3) any power herein reserved by the City or (4) any right to damages under this Agreement. No waiver of any breach of this Agreement shall be held to be a waiver of any other breach. Failure of CITY to insist upon performance within any time period or upon a proper level or quality of performance shall not act as a waiver of CITY's right to later claim a failure to perform by SERVICE PROVIDER.

IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby execute this Agreement on the date first written above.

SERVICE PROVIDER:

CITY OF COCOA:

Shawnasey McCarthy

Printed Name: Shawnasey McCarthy

Title: Municipal Commercial Manager

Date: August 30, 2024

Stockton Whitten

Stockton Whitten, City Manager

Date: 9/20/2024

ATTEST:

Monica Arsenault
Monica Arsenault, City Clerk, CMC

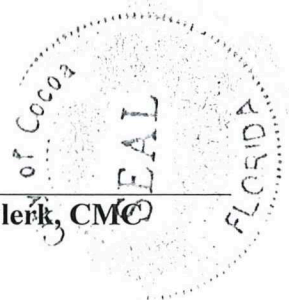


EXHIBIT A
Invitation to Bid B-25-01-BCPEPC

EXHIBIT B
Bidder Response



PURCHASING

65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-8833
EMAIL: purchasing@cocoafl.gov

CITY OF COCOA
1ST AMENDMENT TO SUPPLY AGREEMENT
CONTRACT B-25-01-BCPEPC-B

This FIRST Amendment (this “Amendment”) to the Agreement is between the **City of Cocoa**, a Florida municipal Corporation (“City”) and **WE Soda Wyoming LP** F/K/A Genesis Alkali Wyoming, LP, a for profit limited partnership (“Supplier”). All capitalized terms not defined herein shall be ascribed the meanings assigned to them in the Agreement.

WHEREAS, The City acted as the lead entity in a cooperative solicitation, resulting in the Supply Agreement dated October 1, 2024 (the "Agreement") between the City and Genesis Alkali Wyoming, LP (the "Original Supplier"), under which the Original Supplier agreed to sell Product in accordance therewith; and

WHEREAS, the Original Supplier has been acquired and has changed its legal name to WE Soda Wyoming LP (the "New Supplier") and obtained a new Tax Identification Number; and

WHEREAS, the City and the New Supplier desire to amend the Agreement to reflect this change of name [and tax identification number], and to reaffirm the New Supplier's commitment to abide by the terms of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this Amendment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Change of Supplier Name [and Tax Identification Number]:** Effective as of March 10, 2025, all references to Genesis Alkali Wyoming, LP in the Agreement shall be deleted and replaced with WE Soda Wyoming LP. [The Supplier's new Tax Identification Number is 47-4668343.]

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2. **Cooperative Agreement:** The New Supplier hereby acknowledges and agrees to continue to abide by all of the terms and conditions under the Agreement as previously agreed to by the Original Supplier.
3. **No Other Changes:** Except as expressly modified by this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect and are hereby ratified and confirmed by both parties hereto.

By signing below, the parties have executed this Amendment which will be effective as of the date of the final signature.

WE SODA WYOMING LP

CITY OF COCOA

By: Pablo Frauenberg
(Print Name)

By: Stockton Whitten
(Print Name)

VP Sales and Marketing
(Title)

City Manager
(Title)

Pablo Frauenberg May 6, 2025
Signature / Date

[Signature] 5/7/2025
Signature / Date

Attest: *[Signature]*
Monica Arsenault, CMC
City Clerk

CC: James Mitchell, Water Treatment Manager, City of Cocoa
Brian Dale, Purchasing / Contracts Division Manager, City of Cocoa

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4/22/2025

Subject: Notification of Legal Entity Name Change

Dear Valued Customer,

Please note the following updates regarding the acquisition announced in the attached press release on March 3, 2025.

The Genesis Alkali Wyoming, LP entity has been updated to WE Soda Wyoming LP. Please update your records accordingly. All other terms and conditions, existing agreements, and contact information, remain unchanged.

You will find our updated W-9 attached for your records. Please be aware the EIN has changed to 47-4668343 in line with the regarded entity, Ciner Enterprises Inc. WE Soda Wyoming LP is a disregarded entity for income tax reporting purposes.

We have also attached a summary of this name change reflected in our payment information for those that pay via ACH.

If you have any questions or require further information, please feel free to reach out to your Account Manager.

Pablo Frauenberg
VP Sales and Marketing



FOR IMMEDIATE RELEASE
March 3, 2025

Genesis Energy, L.P. Announces the Sale of its Soda Ash Operations

HOUSTON- (BUSINESS WIRE) – Genesis Energy, L.P. (NYSE: GEL) today announced that it has closed a transaction to sell its soda ash manufacturing and related operations (the “Alkali Business”) to an indirect affiliate of WE Soda Ltd. Transaction highlights include:

- The implied enterprise value of the Alkali Business is \$1.425 billion, inclusive of working capital at closing;
- The ORRI bonds, with approximately \$390 million of remaining principal net of restricted cash, will stay in place and be an ongoing obligation of the Alkali Business; and
- As a result, Genesis has received approximately \$1.010 billion in cash, net of all adjustments and after the payment of anticipated transaction related fees and expenses

Grant Sims, CEO of Genesis Energy, said, “This transaction gives Genesis the financial flexibility to accelerate the process of simplifying our capital structure. With the sale of the Alkali Business, our primary focus will once again be on the midstream energy space and our industry leading businesses therein.

We anticipate using these cash proceeds to pay down our senior secured revolving credit facility, to permanently retire unsecured debt and to repurchase corporate convertible preferred equity securities, each in amounts yet to be finally determined. We believe this transaction gives us immediate financial flexibility to look at ways to further drive value for our unitholders, as well as everyone else in the capital structure.

The Alkali Business is world class, not only in terms of its physical assets but also, most importantly, its people. We wish everyone in the business the best in their future endeavors. It has been an honor and a privilege to work alongside each of you over the past seven plus years.”

###

Tax Note

This transaction could generate a tax gain for the holders of Genesis Energy, L.P.’s common units as of February 28, 2025 (the “Sale Date”). The tax impact on each common unitholder will vary based on their specific tax situation, including their individual ownership, and their holding period, of Genesis common units. This transaction will accelerate certain tax attributes currently embedded in each unit associated with the assets just sold. The partnership intends, to the extent it is able, to increase its

distributions of Available Cash before Reserves to all common units over the coming quarters, which may offset a portion of any potential tax liability associated with this specific transaction. You may want to consult with a tax advisor to evaluate the tax implications for any units you owned as of the Sale Date.

We define Available Cash before Reserves as Adjusted EBITDA adjusted for certain items, the most significant of which in the relevant reporting periods have been the sum of maintenance capital utilized, interest expense, net, cash tax expense and cash distributions paid to our Class A convertible preferred unitholders.

Advisors

Citi served as exclusive financial advisor and Paul Hastings LLP served as legal counsel to Genesis.

About Genesis Energy

Genesis Energy, L.P. (NYSE: GEL) is a diversified midstream energy master limited partnership headquartered in Houston, Texas. Genesis' operations include offshore pipeline transportation, sulfur services, onshore facilities and transportation and marine transportation. Genesis' operations are primarily located in the Gulf Coast region of the United States and the Gulf of Mexico.

Forward Looking Statements

This press release includes forward-looking statements as defined under federal law. Although we believe that our expectations are based upon reasonable assumptions, no assurance can be given that our goals will be achieved, including statements related to our ability to increase distributions, our financial flexibility, simplifying our capital structure and our anticipated use of proceeds from the Alkali Sale.. For a discussion of some of the risks and important factors that could affect such forward-looking statements, see the sections entitled "Risk Factors" and "Management's Discussion and Analysis of Financial Condition and Results of Operations" in the Company's most recent Annual Report on Form 10-K and Quarterly Reports on Form 10-Q, which are publicly available on our website at <https://www.genesisenergy.com/>. Actual results may vary materially, including, but not limited to, as a result of weather, political, economic and market conditions, a reduction in demand for our services, discussions regarding terms and conditions of certain security repurchases, the timing and success of business development efforts and other uncertainties. We undertake no obligation to publicly update or revise any forward- looking statement.

Contact:
Genesis Energy, L.P.
Dwayne Morley
VP – Investor Relations
(713) 860-2536



WE Soda Wyoming LP
1735 Market Street
Philadelphia, PA 19103

The following is our banking information for customers that wish to pay electronically:

Please wire funds to:

Bank of America
155 W. 42nd Street
New York, NY 10036

Contact: Elizabeth Romero
Tel# 888-715-1000 extension 22202
elizabeth.romero.svc@bofa.com

ABA # 071000039 – if an ACH type
ABA # 026009593 – if wire transfer

Please credit WE Soda Wyoming LP

Account # 8765760851

Please email payment advice to: WeSodaAR.alkali@wesoda.com

The following is our banking information for customers that wish to pay by check:

WE Soda Wyoming LP
PO Box 98201
Chicago, IL 60693

If you have any questions, please feel free to contact me.

Regards,

Billy Lyons
Credit Specialist
Billy.Lyons@wesoda.com
215-845-4524

Request for Taxpayer Identification Number and Certification

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

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

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Ciner Enterprises Inc	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	2 Business name/disregarded entity name, if different from above. WE Soda Wyoming LP F/K/A Genesis Alkali Wyoming LP	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☒ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) _____	
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐	
	5 Address (number, street, and apt. or suite no.). See instructions. 1735 Market St, 27th Floor	
6 City, state, and ZIP code Philadelphia, PA 19103		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

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

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

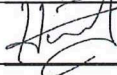
Social security number										
			-				-			
or										
Employer identification number										
4	7	-	4	6	6	8	3	4	3	

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person 

Date

General Instructions

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

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

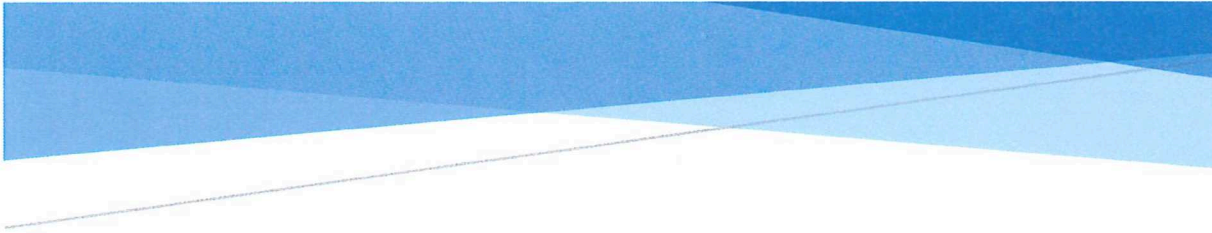
What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



CITY OF COCOA

SERVICE CONTRACT

B-25-01-BCPEPC

WATER AND WASTEWATER TREATMENT CHEMICALS

Award: B-25-01-BCPEPC-B

Supplier: Genesis Alkali, LLC

Product: Soda Ash



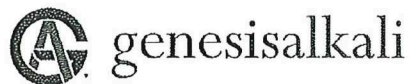
PURCHASING DEPARTMENT

65 Stone Street • Cocoa, FL 32922

PHONE: (321) 433-8833

FAX: (321) 433-8685

EMAIL: PURCHASING@COCOFL.ORG



SUPPLY AGREEMENT
B-25-01-BCPEPC-B

This Supply Agreement (this "Agreement"), made effective October 1, 2024 ("Effective Date"), is entered into by and between **Genesis Alkali Wyoming, L.P.**, with offices located at 1735 Market Street, 27th Floor, Philadelphia, PA 19103 ("Seller"), and the **City of Cocoa, Florida**, with offices located at 65 Stone Street, Cocoa, FL 32922 ("Buyer"). Seller and Buyer may hereinafter be referred to, individually, as "Party" and collectively, as "Parties."

This Agreement is the result of mutual negotiation to reconcile the results of ITB B-25-01-BCPEPC (Exhibit 1), including all sections, attachments, addendums, and linked documents provided, with the responses submitted by Seller (Exhibit 2), including all submittals, attachments and exceptions. Exhibit 1 and Exhibit 2 are incorporated into this Agreement by reference.

NOW THEREFORE, for good and valuable consideration, and intending to be legally bound, each of the Parties to this Agreement hereby agrees to the following:

1. **Sale and Purchase of Products:** Subject to the terms and conditions of this Agreement, Seller shall sell to Buyer, and Buyer shall purchase from Seller from time to time, each of the Products set forth below in the amounts and at the price set forth below (individually and collectively hereinafter referred to as "Products"):

Products	Refined Soda Ash – Grade 260
Price of Products	October 1, 2024 – September 30, 2027: \$480/T CPT (Incoterms® 2020) Christmas, Florida
Quantity of Products	100% of annual requirements at Buyer's Cocoa, Florida water treatment plant, estimated at 1,880 tons/year.
Terms of Payment	Net Payments due 30 days from date of invoice
Freight	Prepaid by Seller and Absorbed CPT Christmas, Florida
Container(s)	Pneumatic Dry Bulk Trailers
Term of Supply ("term")	Start Date: October 1, 2024 End Date: September 30, 2027* *Option to extend for additional (1) one year periods upon mutual written agreement
Energy Surcharges	Energy surcharges will be adjusted quarterly and applied to invoices based on the schedule maintained on Seller's website at http://alkali.genesisenergy.com , or at a website address otherwise identified by Seller.



2. **Terms and Conditions of Sale:** All sales of the Products by Seller to Buyer shall be governed by this Agreement and the standard terms and conditions of sale for Seller in effect at the time of such sale, which shall be deemed part of this Agreement. The Parties acknowledge and agree that Seller's standard terms and conditions may be amended, supplemented, restated, replaced or otherwise modified by Seller from time to time. A copy of Seller's standard terms and conditions in effect as of the Effective Date are attached to this Agreement. In the event that any terms or conditions of sale of the Products by Seller to Buyer are different or otherwise inconsistent with the terms of this Agreement, the terms and conditions of this Agreement shall govern.

3. **Right of Termination:** Subject to the terms and conditions of this Agreement, Seller or Buyer may terminate this Agreement for convenience by providing the other Party ninety (90) days prior written notice of termination before the expiration of the Term. Notwithstanding, Seller may immediately terminate this Agreement in the event: (a) Buyer shall have failed to perform or comply in any respect with any term, condition or covenant in this Agreement (including, without limitation, failure to pay any amounts when due), (b) a bankruptcy, receivership, insolvency, or reorganization proceeding has been commenced against Buyer, (c) Seller reasonably believes that the production, marketing, sale, and/or use of the Products directly or indirectly infringes any patent or other intellectual property, or violates governmental law or regulation.

4. **Entire Agreement:** This Agreement together with any attachments, and exhibits constitutes the complete understanding of the Parties to this Agreement regarding the subject matter contained in this Agreement and supersedes any and all other agreements or arrangements, either oral or in writing, between the Parties to this Agreement with respect to the subject matter contained in this Agreement. Parties further agree that ITB Attachment 1 (Services Agreement) is replaced in its entirety by This Agreement and shall be of no force or effect. No modification of this Agreement shall be binding or enforceable unless expressly agreed by Seller in writing. In the event of a conflict between any of this Supply Agreement and the attachments or exhibits hereto, the order of precedence for resolving such conflict shall be as follows: this Supply Agreement, Exhibit 1 (except to the extent modified or excepted to in writing by Seller), Exhibit 2, Attachment A and Attachment C.

5. **Execution by Counterparts and Facsimile:** This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature by facsimile shall also bind the Parties to this Agreement.

IN WITNESS WHEREOF, authorized on behalf of the Parties, the undersigned each executes this Agreement intended to be legally bound as of the Effective Date.

Genesis Alkali Wyoming, L.P.

City of Cocoa, FL

Signature: [Signature]
Printed: Jonathan Kuhn
Title: Director SSP
Date: 9-18-24

Signature: [Signature]
Printed: Stockton Whitten
Title: City Manager
Date: September 20, 2024

Attest: [Signature] **SEAL**
Monica Arsenault, CMC
City Clerk
City of Cocoa

Page | 2
Confidential
Supply Agreement

Attachment A: TERMS AND CONDITIONS

1. **Governing Terms:** All sales and/or purchases of the Products are (a) governed by these standard Terms and Conditions of Sale, and (b) made expressly conditioned upon Buyer's acceptance of these Terms and Conditions. Any and all terms and conditions (including any which may be delivered by Buyer with any purchase order) which are different or inconsistent with these Terms and Conditions are rejected unless otherwise expressly agreed to by Seller in writing. No modification of these Terms and Conditions shall be binding or enforceable unless expressly agreed to by Seller in writing.
2. **Purchases:** All sales and/or purchases of the Products and/or price quotations shall be binding upon Seller only when accepted and approved in writing by Seller or upon Seller's issuance of an order confirmation. Seller is not obligated to supply quantities of the Products to Buyer in other than approximately equal monthly quantities over the term. Unless a specific number of days' notice is agreed to by Seller in writing, Buyer shall provide Seller in advance with reasonable written notice regarding delivery of the Products to Buyer.
3. **Taxes:** Seller may at any time add to the purchase price of the Products, all taxes, duties, excises or other charges imposed by law with respect to the production, marketing, sale, use and/or transportation of the Products.
4. **Means of Transportation:** Unless the Products are sold on a delivered basis, transportation and other shipment charges do not constitute a portion of the purchase price of the Products and Buyer shall pay all such charges. To the extent Seller chooses the means of transportation for shipment of the Products, Seller may choose the most economical means. If Buyer desires a means of transportation other than that selected by Seller but which is satisfactory to Seller, any extra costs and expenses incurred by reason of using such other means shall also be paid by Buyer. Buyer agrees to unload railroad cars, trucks and barges furnished by Seller within the free time specified by tariffs on file with applicable regulatory bodies and to pay any charges resulting from its failure in this regard. Buyer assumes full responsibility for use and condition of cars, trucks and barges while in Buyer's possession.
5. **Payment Terms:** Payments will be made pursuant to Section 218.70, Florida Statutes, Florida's Prompt Payment Act.. Buyer may not make any offsets or deductions from the invoice amount for the Products unless agreed to by Seller in writing. In the event that Buyer's financial responsibility, or the credit risk involved, become unsatisfactory to Seller, Seller may decline to make further deliveries of the Products unless Buyer pays the purchase price for the Products in advance or provides security of payment satisfactory to Seller.
6. **Title and Risk of Loss:** Title to and risk of loss for the Products shall pass to Buyer upon Seller's delivery to the Buyer. Upon passage of title to the Products from Seller to Buyer, Buyer shall be responsible and liable for, and agrees to defend and indemnify Seller against, all claims, injuries, losses, fines, penalties, damages, or costs (including environmental response costs and claims of any employee or contractor of Buyer alleging to have been injured while working with the Products) resulting from Buyer's storage, handling, disposal, release, use and/or resale of the Products or their containers. For Canadian purchasers-importers only: Buyer acknowledges that the Products are being imported into Canada, without a WHMIS compliant label pursuant to Section 5.15(1) of the Hazardous Product Regulations, for the purpose of being brought into compliance with the labelling requirements of these Regulations before they are used or sold.
7. **Warranty:** Seller warrants to Buyer that at the time of shipment, the Products conform to Seller's specifications in effect at such time. SELLER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, COVERING THE PRODUCTS (EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THESE TERMS AND CONDITIONS WITH RESPECT TO INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS), AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, WHETHER OR NOT THE INTENDED PURPOSE OF THE PRODUCTS BY BUYER IS KNOWN TO SELLER. Any advice or assistance provided by Seller to Buyer is provided only as a courtesy and Seller makes no warranty, express or implied, as to its accuracy or completeness, or the results to be obtained from such advice or assistance. Buyer is solely responsible for determining whether the Products are suitable for Buyer's intended use, for compliance with applicable requirements of governmental law or regulation and obtaining any governmental registrations and approvals necessary for Buyer's production, marketing, sale, use and/or transportation of finished goods using or incorporating the Products.

8. **Inspection of Products:** Upon delivery of the Products to Buyer and, in any event, prior to Buyer's use and/or resale of the Products, Buyer shall immediately inspect each shipment of the Products to determine whether the Products meet the warranted specifications. Within thirty (30) days after delivery of the Products to Buyer, Buyer shall have the right to reject in writing any of the Products that fail to meet the warranted specifications. Buyer's failure to notify Seller of such a rejection within such time period shall constitute Buyer's irrevocable acceptance of such Products. Except in case of proven error, Seller's measurements shall govern the determination of all quantities of the Products purchased by Buyer from Seller.

9. **Remedies and Limitations:** The entire liability of Seller and the exclusive remedy of Buyer against Seller for any and all damages arising from or related to the sale of the Products shall be limited to, at Seller's option, either: (a) the replacement of the Products for which damages are claimed, or (b) the return of the purchase price paid by Buyer for such Products. Any action by Buyer for such damages must be commenced within one (1) year after the cause of action has accrued. In addition to the foregoing limitations, in no event shall the liability of Seller include: (x) any special, indirect, incidental, punitive or consequential damages (including without limitation downtime, operating losses, or loss of earnings), or (y) any claims, injuries, losses, fines, penalties, damages, or costs (including environmental response costs) resulting from Buyer's storage, handling, disposal, release, use and/or resale of the Products or their containers occurring after passage of title to the Products from Seller to Buyer. All of the foregoing limitations shall apply whether Buyer's claim arises from breach of contract, breach of warranty, tort, negligence, strict liability or other legal basis.

10. **Intellectual Property Infringement:** Seller warrants that to Seller's knowledge, the sale of the Products by Seller to Buyer does not infringe any third party U.S. patent claiming the Products per se. Seller makes no other warranty, express or implied, with respect to infringement of any patent or other intellectual property and specifically disclaims any other such warranty. In the event that it is alleged that the sale and/or use of the Products constitutes infringement of any third party patent or other intellectual property, subject to the limitations otherwise set forth in these Terms and Conditions, Seller's entire liability to Buyer with respect to such infringement claim shall: (a) be limited to the reasonable costs of defending such infringement action and the payment of damages awarded for such infringement by a court of competent jurisdiction from which no appeal is or can be taken, and (b) arise only in the event that Buyer promptly provides Seller with written notice of such claim and full authority, information and assistance for the defense or settlement of such claim. In no event shall Seller be liable for any infringement claim arising from: (w) the sale and/or use of the Products in combination with other materials, (x) the use of the Products in the operation of any process (other than the production of the Products per se), (y) any Products manufactured to Buyer's designs or specifications, or (z) any Products manufactured by any process requested by Buyer. Seller reserves the right to suspend deliveries of the Products (without liability on the part of Seller other than as otherwise provided in this paragraph) in the event that Seller believes the production, marketing, sale, and/or use of any of the Products infringes any third party patent or other intellectual property.

11. **Excuses for Nonperformance:** No liability for Seller or Buyer (except Buyer's liability to pay for Products) shall result from any delay in performance or nonperformance to the extent caused by: (a) any circumstances beyond such Party's reasonable control, including acts of God, pandemic, epidemic, quarantine, war, terrorism, insurrection, sabotage, embargo, fire, explosion, flood, accident, government actions, strikes, labor disputes or shortages, interruption or delay in transportation, equipment breakdown, involuntary shutdown, shortage of or inability to obtain any raw material, equipment, or energy source, (b) Seller's compliance in good faith with any governmental law, regulation or order, (c) Seller's incurring increased cost for compliance with import and export, environmental, or health and safety laws and regulations, (d) an occurrence of a contingency, the nonoccurrence of which was a basic assumption on which this Agreement was made, or (e) Seller's inability to obtain any required raw material, energy source, equipment, labor or transportation at prices and on terms deemed by Seller to be practicable. In the event that any of the foregoing circumstances affect Seller's production capacity, Seller may omit deliveries of the Products to Buyer during the continuance of such circumstance, and may, in Seller's sole discretion, allocate any and all of Seller's production capacity in such manner, to such third parties and/or Seller for its own requirements, and at such times as Seller may determine. An affected Party shall promptly provide written notice to the other Party of any delay in performance or nonperformance, and shall use its

commercially reasonable efforts to remedy such delay or nonperformance, except that the affected Party shall have no obligation to settle or otherwise resolve any labor dispute. In the event that Buyer fails to fully comply with any of these Terms and Conditions for any reason other than any of the foregoing circumstances, Seller may decline to make further deliveries of the Products until Buyer cures such failure.

12. **Non-Waiver**: Neither Seller's waiver of any breach, violation or default by Buyer, nor Seller's forbearance, failure, or delay in exercising, nor Seller's single or partial exercise of, any right or remedy available to Seller under these Terms and Conditions (any agreement, offer of sale, order confirmation, invoice, or other document to which these Terms and Conditions are attached, or in which they are referenced) or at law or in equity, shall constitute a waiver of any other breach, violation or default by Buyer, or any other right or remedy available to Seller.

13. **Non-Disclosure**: No pricing or other terms or conditions of sale disclosed by Seller to Buyer with respect to the sale and/or purchase of the Products shall be disclosed by Buyer to any third party, unless expressly agreed to by Seller in writing or otherwise required to do so by law.

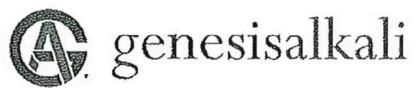
14. **Assignment and Beneficiaries**: No obligations, rights and remedies of Buyer arising with respect to the purchase of the Products and under these Terms and Conditions (and any agreement, offer of sale, order confirmation, invoice, or other document to which these Terms and Conditions are attached, or in which they are referenced), shall be delegated, assigned (including assignment by way of change of control, operation of law, or otherwise), transferred or subcontracted by Buyer unless expressly agreed to by Seller in writing. Nothing in these Terms and Conditions shall be construed as creating any direct or beneficial right in or on behalf of any third party.

15. **Severability**: The provisions of these Terms and Conditions (and any agreement, offer of sale, order confirmation, invoice, or other document to which these Terms and Conditions are attached, or in which they are referenced) are to be deemed severable and the invalidity, illegality or unenforceability of one or more of such provisions shall not affect the validity, legality or enforceability of the remaining provisions.

16. **Governing Law**: All sales and/or purchases of the Products, and these Terms and Conditions (and any agreement, offer of sale, order confirmation, invoice, or other document to which these Terms and Conditions are attached, or in which they are referenced) shall be governed by, and construed and enforced in accordance with the laws of the State of Florida, without regard to its otherwise applicable conflicts of law rules. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded and its provisions shall not govern the sales and/or purchases of the Products under these Terms and Conditions.

17. **Raw Materials and Energy**: Seller reserves the right to impose a special temporary surcharge with respect to the purchase of the Products in the event of any increase in the price of any raw material or energy source that is reasonably likely to have a material impact on Seller's overall costs of producing the Products. The amount of such temporary surcharge shall be limited to that required to negate the increase in Seller's costs resulting from such increase. Seller shall give Buyer written notice at least ten (10) business days prior to imposing any such temporary surcharge and shall reduce or remove such surcharge at such time as the price of such raw material or energy source returns to levels which no longer justify such increase.

18. **Compliance with Climate Change Legislation**: Seller shall have the right to adjust the price of the Products from time to time to recover increased costs of compliance with any applicable statutes, regulations and/or standards that place mandatory limits or levy taxes on the amount of carbon dioxide or other "green house gases" that Seller emits to the atmosphere in connection with the production of the Products.



Attachment B: PRODUCT SPECIFICATIONS

This Page was intentionally left blank. Product Specifications can be found in the Grade 260 Technical Data Sheet maintained on Seller's website at <http://alkali.genesisenergy.com>, or at a website address otherwise identified by Seller.

Attachment C: STANDARD REQUIREMENTS

Conflict of Interest

The Seller represents and warrants unto the Buyer that to the best of Seller's knowledge no employee or agent of the Buyer has any interest, either directly or indirectly, in the business of the Seller to be conducted herein. The Seller further represents and warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Seller to solicit or secure this Agreement, and that it has not paid, or agreed to pay, an person, company, corporation, including, by consolidation, joinder or in any other manner, any additional person not a party to this Agreement except by written consent containing a specific reference to this Agreement and signed by the Buyer, and any other person sought to be joined.

Indemnification

The Seller shall defend, indemnify and hold harmless the Buyer and all of the Buyer's officers, agents, and employees from and against all third party claims, liability, loss and expense, including reasonable costs, collection expenses, reasonable attorneys' fees, and court costs which to the extent resulting because the gross negligence (whether active or passive), willful misconduct, or fraud, of the Seller, its officers, agents or employees in performance or non-performance of its obligations under the Agreement. The Seller recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the Buyer when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the Buyer in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of the Agreement to the extent the indemnifiable event occurred prior to the expiration or termination of this Agreement. Compliance with any insurance requirements required elsewhere within the Agreement shall not relieve the Seller of its liability and obligation to defend, hold harmless and indemnify the Buyer as set forth in this paragraph. The foregoing indemnification requirement on Seller shall apply only if (i) Buyer promptly notifies Seller in writing of all details concerning any claim, liability, loss or expense to which such indemnification, defense or hold harmless is sought; and (ii) reasonably cooperates with Seller and allows Seller full control in the defense and any settlement thereof.

Equal Opportunity Employer

The Seller is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The Seller will take reasonable measures to further ensure that all of Seller's third party contractors utilizes in providing the Products required hereunder will comply with all equal opportunity employment laws.

Auditing, Records and Inspection

In the performance of this Agreement, Seller shall keep books, records and accounts of all activities related to the Agreement, in compliance with generally accepted accounting procedures. Throughout the term of this Agreement, books, records and accounts related to the performance of this Agreement shall be open to inspection during regular business hours, no more than once per calendar year by an authorized representative of Buyer (subject to the Parties'

agreement in writing prior to any such inspection with respect to timing and scope) and shall be retained by Seller, for a period of three years after termination or completion of the Agreement or until the full Buyer audit is complete, whichever comes first. The Buyer shall retain the right to audit the books during the three-year period. All books, records and accounts related to the performance of this Agreement shall be deemed confidential, trade secret or proprietary information and shall not be disclosed by Buyer or subject to (and shall be deemed exempt from) the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes or any other public disclosure law, regulation or other requirement without Seller's express written consent. The Buyer also has the right to conduct and audit (subject to the Parties' agreement in writing prior to any such inspection with respect to timing and scope) within sixty (60) days from the effective date of this Agreement to determine whether Seller has the ability to fulfill its contractual obligations hereunder to the reasonable satisfaction of the Buyer. The Buyer has the right to terminate this Agreement based upon the findings in this audit discovering an actual breach of the Agreement by Seller whereby Seller has not cured such breach within thirty (30) days after receiving written notice thereof from the BUYER.

Public Records

- A. The Parties specifically acknowledge that this Agreement is subject to the laws of the State of Florida, including without limitation Chapter 119, Florida Statutes, which generally make public all records or other writings made by BUYER or received by the SELLER "Public Records". If the Seller is either a "contractor" as defined in Section 119.0701(1)(a), Florida Statutes, or an "agency" as defined in Section 119.011(2), Florida Statutes, the Seller shall:
1. Keep and maintain all Public Records reasonably required by the Buyer to perform the obligations herein; and
 2. Upon request from the Buyer's custodian of Public Records, provide the Buyer with a copy of the requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law; and
 3. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's Term and following completion of the Agreement if the Seller does not transfer the Public Records to the Buyer; and
 4. Upon completion of the Agreement, transfer, at no cost, to the Buyer all Public Records in possession of the Seller or keep and maintain Public Records reasonably required by the Buyer to perform the obligations herein. If the Seller transfers all Public Records to the Buyer upon completion of the Agreement, the Seller shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements, except Seller may retain one copy if required by applicable law or for the purpose of ascertaining its rights or obligations under this Agreement. If the Seller keeps and maintains Public Records upon completion of the Agreement, the Seller shall abide by all applicable requirements for retaining Public Records set forth hereunder. All records stored electronically must be provided to the Buyer, upon request from the Buyer's custodian of Public Records, in a format compatible with the information technology systems of the Buyer.

- B. All requests to inspect or copy Public Records relating to the Agreement shall be made directly to the Buyer. Notwithstanding any other provision of this Agreement to the contrary, failure to comply with the requirements of this paragraph shall result in the immediate termination of the Agreement, without prejudice to the Buyer therefor. A Seller who fails to provide the Public Records to the Buyer within a reasonable time may be subject to penalties pursuant to Section 119.10, F.S. Further, the Seller shall defend, indemnify and hold harmless the Buyer, its officers, agents and employees from any third party's liability and/or damages, including reasonable attorney's fees through any appeals, resulting from the Seller's failure to comply with this paragraph's requirements.
- C. **IF THE SELLER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SELLER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE Buyer'S CUSTODIAN OF PUBLIC RECORDS, ATTN: CARIE SHEALY, CITY CLERK, AT 321-433-8484, CSHEALY@COCO AFL.ORG, 65 STONE ST., COCOA, FL 32922.**

Employment Eligibility Verification (E-Verify)

In accordance with Florida Statute Chapter 448.095, a public employer, Seller, or Seller's third party contractor may not enter into a contract with Buyer unless each party to the contract registers with and uses the E-Verify System. The Buyer shall not enter into, or renew, a contract with a Seller that is not enrolled in E-Verify. Any Seller that has a contract with the Buyer shall be contractually required to utilize E-Verify to confirm the employment eligibility of any employee hired during the contract term. The Buyer may verify the Seller's participation in the E-Verify Program by confirming their enrollment on the Department of Homeland Security E-Verify Website.

Sellers whose participation cannot be verified on the Department of Homeland Security's E-Verify Website, shall provide acceptable evidence of their enrollment prior to award and the execution of a contract. Acceptable evidence shall include, but not be limited to, a copy of the fully executed E-Verify Memorandum of Understanding for the business. A Seller who registers with and participates in the E-Verify program may not be barred or penalized under this section as a result of receiving inaccurate verification information from the E-verify program, if the Seller hires or employs a person who is not eligible for employment. E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

Buyer as Municipal Corporation

Nothing contained herein shall be interpreted to require the BUYER as a municipal corporation to (i) to take any action or refrain from taking any action that would be adverse to its status as a municipal corporation, or (ii) to take or refrain from taking any action not specifically required by this Agreement.

Administrative Provisions

In the event the BUYER issues a purchase order, memorandum, letter, or any other instrument addressing the Products to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that any such purchase order, memorandum, letter, or other instrument is for the BUYER's internal purposes only, and any and all terms, provisions, and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of this Agreement and shall have no force or effect thereon.

Arm's Length Negotiations

This Agreement is the result of bona fide arms-length negotiations between the BUYER and the SELLER and all Parties have contributed substantially and materially to the preparation of the Agreement. Accordingly, this Agreement shall not be construed or interpreted more strictly against any one party than against any other Party.

Integration/amendment

This Agreement represents the entire and integrated agreement between the BUYER and SELLER, and supersedes all prior negotiations, representations or agreements, either written or oral, for the Project. The Agreement may be amended only by written instruments signed by both the BUYER and the SELLER and is subject to such reasonable modifications as may be required by the BUYER's insurer(s), if any. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

Sovereign Immunity

Notwithstanding any other provision set forth in this Agreement, nothing contained in this Agreement shall be construed as a waiver of the BUYER's right of sovereign immunity under Section 768.28, F.S., or other limitations imposed on the BUYER's potential liability under state or federal law and the Buyer expressly reserves the right to the full extent allowed by law; provided however, the Parties acknowledge and agree that Seller retains the right to enforce its rights arising under this Agreement and to bring an action for interpretation of any provision of this Agreement, and the State of Florida and the Buyer hereby waive any sovereign immunity defense it may otherwise enjoy in any judicial proceeding between Seller, the State of Florida and the City of Cocoa with respect thereto. The Buyer shall not be liable under this Agreement for punitive damages or interest for the period before judgment.

EXHIBIT 1

City of Cocoa ITB B-25-01-BCPEPC
published August 2, 2024

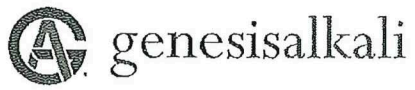


EXHIBIT 2

**Genesis Alkali Response
dated August 26, 2024**

FY2026 ANNUAL CHEMICALS - Dyal Water Treatment Plant

BUDGETARY IMPACT W/ PROJECT TOTALS

Line	Vendor	Vendor Number	PRODUCT	PROJECT #	BID NO.	CONTRACT PERIOD	Estimated Project Budget Extended Total	EXPIRES
1	Allied Universal Corp.	7040	Sodium Hypochlorite (Wewa)	DYCH01	B-22-12-COC-B	3rd Amendment - Year 3 of 3 year renewals	\$ 100,800.00	9/26/2026
2	Carmeuse Lime & Stone	10316	Quick Lime Pebble 3/8" & 3/4"	DYCH02	B-25-01-BCPEPC-A	1 Year with the option to extend for 3 additional 1 year periods	\$ 3,400,000.00	9/26/2026
4	Thatcher	1334	Ferric Sulfate	DYCH04	B-25-01-BCPEPC	1st Amendment - Year 1 of 3 year renewals	\$ 360,000.00	9/30/2026
5	Matheson Tri-Gas, Inc.	10567	Carbon Dioxide	DYCH06	B-25-01-BCPEPC-E	1st Amendment - Year 1 of 3 year renewals	\$ 502,000.00	9/30/2026
7	WE Soda Wyoming LP	11144	Soda Ash	DYCH09	B-25-01-BCPEPC	October 1, 2024 - September 30, 2027: \$480/T	\$ 1,300,000.00	9/30/2027
8	Burnett Lime	8684	CalFlo	DYCH10		Proprietary SS Purchase	\$ 260,000.00	9/30/2025
9	Linde, Inc.	10718	Liquid Oxygen (LOX)	DYCH11	B-25-01-BCPEPC-G	1st Amendment - Year 1 of 3 year renewals	\$ 125,000.00	9/30/2026
12	Univar Solutions	695	Ammonium Sulfate-Dyal Plant	DYCH16	B-25-01-BCPEPC-D	1 Year with the option to extend for 3 additional 1 year periods	\$ 170,000.00	9/26/2026
13	Allied Universal Corp.	7040	Sodium Hypochlorite (Dyal)	DYCH14, DYCH20	B-22-12-COC-B	3rd Amendment - Year 3 of 3 year renewals	\$ 829,500.00	9/26/2026
14	Univar Solutions	695	Ammonium Sulfate-Wewa	DYBS01	B-25-01-BCPEPC-D	1 Year with the option to extend for 3 additional 1 year periods	\$ 15,000.00	9/26/2026
ANNUAL CHEMICAL BUDGET GRAND TOTAL FOR: Dyal Water Treatment Plant - ACCOUNT NUMBER: 421-4020-536.52-09							7,062,300.00	

FY2026 ANNUAL CHEMICALS - Sellers Water Reclamation Facility

BUDGETARY IMPACT W/ PROJECT TOTALS

Line	Vendor		PRODUCT	PROJECT #	BID NO.	CONTRACT PERIOD	Estimated Project Budget Extended Total	EXPIRES
1	Allied Universal Corp.		Sodium Hypochlorite		B-22-12-COC-B	3rd Amendment - Year 3 of 3 year renewals	\$ 221,325.00	9/26/2026
ANNUAL CHEMICAL BUDGET GRAND TOTAL FOR: Sellers Water Reclamation Plant - ACCOUNT NUMBER: 421-4120-536.52-09							\$ 221,325.00	

CITY COUNCIL AGENDA ITEM

Memo Date: September 2, 2025
Agenda Date: September 23, 2025
File ID: 2025-882
Prepared By: Patrick Dovale, Commander
Through: Evander Collier, Police Chief
Requested Action: Request Council approval for the FY26 purchase of Smith & Wesson M&P 9 Metal Carry Comp firearms utilizing the State of Arizona contract CTR076266 in the amount of \$97,489.06 from Proforce Law Enforcement; Approve State of Arizona Cooperative Buying agreement allowing the City of Cocoa to participate as a member and authorize the Purchasing Manager to electronically execute and submit the membership agreement document on the State of Arizona website.

BACKGROUND:

Authorize the city manager to purchase firearms from Proforce Law Enforcement firearms for the purchase staff recommends that the City Council approve the replacement of the Police Department's current duty weapon system with the Smith & Wesson M&P 9 Metal Carry Comp pistols. The police department currently issues Sig Sauer P320 as the standard sidearm for sworn officers. While these firearms have served the department well, they are reaching the end of their service life and no longer represent the most effective or reliable technology available for modern law enforcement operations.

After extensive evaluation, training assessments, and consideration of officer feedback, it has been determined that an upgrade to a more modern, reliable, and ergonomic firearm is necessary to enhance officer safety and operational effectiveness.

The Smith & Wesson M&P 9 Metal Carry Comp has been identified as the preferred replacement weapon system due to the following:

- Proven reliability and performance in law enforcement applications.
- Enhanced ergonomics and reduced recoil for improved accuracy and officer confidence.
- Metal frame construction designed for durability and sustained use.
- Manufacturer and distributor support, including training and warranty services.

This purchase will be made from a State of Arizona cooperative contract, Contract CTR076266, from Proforce Law Enforcement and will include the 80 Smith & Wesson M&P 9 firearms and holsters in the amount of \$97,489.06.

The City will need to become a member of the cooperative by executing the enclosed membership agreement. Staff recommends that City Council approve the agreement and authorize the Purchasing Manager to electronically execute the same and submit it

through the State of Arizona website.

PRIORITY AREA CONNECTION:

Public Safety/Community Standards

BUDGETARY IMPACT:

Budgeted? Approved in FY26 adopted budget

If not budgeted, is transfer attached?

Source/Use of Funds

<u>Account Number</u>	<u>Amount</u>
001-2100-521.52-00	\$97,489.06

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 Council approval for the FY26 purchase of Smith & Wesson M&P 9 Metal Carry Comp firearms utilizing the State of Arizona contract CTR076266 in the amount of \$97,489.06 from Proforce Law Enforcement; Approve State of Arizona Cooperative Buying agreement allowing the City of Cocoa to participate as a member and authorize the Purchasing Manager to electronically execute and submit the membership agreement document on the State of Arizona website.



September 15, 2025

To: City of Cocoa Police Department

Subject: Approved use of Arizona Statewide Cooperative Contract CTR076266 – Weapons, Less-Lethal, Accessories and Supplies

The Purchasing Division has reviewed contract CTR076266 between the Arizona Department of Administration, State Procurement Office and **Proforce Law Enforcement** for Weapons, Less-Lethal, Accessories and Supplies and has confirmed that the terms are acceptable for departmental use through March 31, 2026 or until the final extension date, if extended.

The State of Arizona, through its State Procurement Office, administers a cooperative purchasing program that allows eligible government agencies, school districts, non-profit organizations, tribal governments, and other public entities to access statewide contracts. Membership in the cooperative enables participating entities to leverage the State's competitive solicitations and negotiated pricing, ensuring compliance with procurement laws while achieving cost savings and efficiency. The City of Cocoa, as a cooperative purchasing member, is authorized to utilize these contracts for departmental needs.

This cooperative contract was competitively solicited under Solicitation BPM006694 in accordance with the Arizona Procurement Code and is available for use by cooperative purchasing members, including the City of Cocoa.

This contract provides access to firearms, less-lethal weapons, ammunition, and related accessories necessary to support law enforcement and public safety functions. Products include designated Core Items at firm-fixed pricing, with additional catalogue and percentage discount pricing available.

Per Section 1.14 of the Special Terms and Conditions, this contract is a cooperative contract available for use by any Arizona State agency and all Cooperative Members ("Co-Op Buyers"), which includes local governments, school districts, non-profits, other state governments, the federal government and tribal nations.

Departments must issue a Purchase Order referencing CTR076266 to ensure proper contract pricing and compliance. Orders remain subject to the City's standard terms and conditions. Contractors must accept City-issued Terms and Conditions along with the Purchase Order. Departments are required to secure any additional documentation such as Certificates of Insurance, e-Verify affidavits, and Human Trafficking affidavits when required.

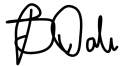
Quotes must clearly show the original item list price and the discount percentage applied. Departments will then review the pricing discounts against the pricing schedule in the contract to ensure that the prices provided meet or exceed the discounts stated in the agreement.

Important Notes:

- No minimum order amounts or commitments apply.
- Delivery is typically required within two (2) business days unless otherwise specified on the Purchase Order.
- The State Procurement Office reserves the right to add or remove items during the contract term, and substitutions or recalls will be managed in coordination with the vendor.

If the purchase exceeds the City Manager's authority or requires a multi-year service agreement, City Council approval will also be required.

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. Arizona State contract **CTR076266**:
https://app.az.gov/page.aspx/en/ctr/contract_manage_public/76266

PROFORCE LAW ENFORCEMENT

2625 Stearman Drive, Ste A, Prescott, AZ 86301
Tel: 928-776-7192 Fax: 928-445-3468
email: sales@proforceonline.com www.proforceonline.com

O R D E R

Q U O T E

QUOTE#	PAGE
728793	1
SHIP DATE	
01/01/27	

SOLD
TO

COCOA POLICE DEPT
1226 W KING ST

COCOA

FL 32922

SHIP
TO

COCOA POLICE DEPT
1226 W KING ST

COCOA

FL 32922

JOB #	ORD. DATE	CUST.#	LOC.	SALESMAN	SHIP VIA	FRT.
NA	08/04/25	087397	A	EJ RAINES	F-2D FOB ORIGIN	

QTY. ORDER	ITEM NO./DESC.	UNIT PRICE	UOM DISC.	NET PRICE
80	14427 S&W MP9 M2 PC 9MM PST OR 17RD 4.22" BLK/GRY *** ARMORERS COURSE PROVIDED BY SMITH & WESSON*** - FREE TO ATTEND - UP TO 12 ATTENDEES PER CLASS - CERTIFICATION EXPIRES AFTER 2 YEARS 37% OFF MSRP! MSRP \$1,019.00	645.55	EA .00	51,644.00
80	69424 SLI TLR-7X FLEX PST MNT LGT 500LUM LOW/HIGH SWITCH BLK DF 56% OFF MSRP! MSRP \$284.00	125.42	EA .00	10,033.60
80	EPS-RD2-LEM HLS LE EPS COM ENCL RED DOT 2MOA 30% OFF MSRP! MSRP \$388.22	270.15	EA .00	21,612.00
70	NON-STOCK AGH R3-M-0880-BK-RH-LL-AX-B 40% OFF MSRP! MSRP \$234.99	142.03	EA .00	9,942.10

COMMENT

TERMS



2625 Stearman Drive, Ste A, Prescott, AZ 86301
Tel: 928-776-7192 Fax: 928-445-3468
email: sales@proforceonline.com www.proforceonline.com

O R D E R

Q U O T E

QUOTE# PAGE

728793 2

SHIP DATE

01/01/27

SOLD
TO

COCOA POLICE DEPT
1226 W KING ST

COCOA

FL 32922

SHIP
TO

COCOA POLICE DEPT
1226 W KING ST

COCOA

FL 32922

JOB #	ORD. DATE	CUST.#	LOC.	SALESMAN	SHIP VIA	FRT.
NA	08/04/25	087397	A	EJ RAINES	F-2D FOB ORIGIN	

QTY. ORDER	ITEM NO./DESC.	UNIT PRICE	UOM DISC.	NET PRICE
10	NON-STOCK AGH R3-M-0880-BK-LH-LL-AX-B 40% OFF MSRP! MSRP \$234.99	142.03	EA .00	1,420.30
18	NON-STOCK AGH RFX-DD-BK-LBS-S-LK-B 40% OFF MSRP! MSRP \$99.88	60.37	EA .00	1,086.66
80	RFPT-QD-BK-B AGH RPD QD SYSTEM BLK 37% OFF MSRP! MSRP \$35	21.88	EA .00	1,750.40
1	CONTRACT CONTRACT #: CTR076266 IMPORTANT NOTICES: This quotation is based on the issuance of a department purchase order and F.E.T. form. ATF or the manufacturer may require additional forms. Sample forms may be found at: http://www.ProForceonline.com/forms.html Standard Terms are Net 30 days. If department policy does not allow for partial shipments and payments, separate	.00	EA .00	.00

COMMENT

TERMS



2625 Stearman Drive, Ste A, Prescott, AZ 86301
Tel: 928-776-7192 Fax: 928-445-3468
email: sales@proforceonline.com www.proforceonline.com

O R D E R

Q U O T E

QUOTE# PAGE

728793 3

SHIP DATE

01/01/27

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COCOA POLICE DEPT
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COCOA

FL 32922

SHIP
TO

COCOA POLICE DEPT
1226 W KING ST

COCOA

FL 32922

JOB #	ORD. DATE	CUST.#	LOC.	SALESMAN	SHIP VIA	FRT.
NA	08/04/25	087397	A	EJ RAINES	F-2D FOB ORIGIN	

QTY. ORDER	ITEM NO./DESC.	UNIT PRICE	UOM DISC.	NET PRICE
---------------	----------------	------------	--------------	-----------

purchase orders for each item will be necessary.

Standard manufacturer's warranty applies to all department

This quote is valid for 15 days from the date issued, pending credit approval. The shortened validity period is due to recent economic shifts and the potential for new tariffs, which may impact pricing and availability. All items are subject to manufacturer availability and potential price changes.

For updated pricing after the expiration date, please contact our sales representative or our support center at (800) 367-5855.

ProForce Law Enforcement agrees to defend, indemnify and hold harmless its customers from claims for personal injury or property damages, to the extent arising from the negligent acts or omissions of ProForce Law Enforcement or its employees, agents or independent contractors.

ORDERING INSTRUCTIONS: Please reply to your sales representative in writing to process this order or send an email to sales@proforceonline.com. For orders over \$5,000, a PO or signed quote is required to process the order.

Returned items are subject to 20% restocking fee. All sales are final on non-stocked/special order items

COMMENT

TERMS



2625 Stearman Drive, Ste A, Prescott, AZ 86301
Tel: 928-776-7192 Fax: 928-445-3468
email: sales@proforceonline.com www.proforceonline.com

O R D E R

Q U O T E

QUOTE# PAGE

728793 4

SHIP DATE

01/01/27

SOLD
TO

COCOA POLICE DEPT
1226 W KING ST

COCOA

FL 32922

SHIP
TO

COCOA POLICE DEPT
1226 W KING ST

COCOA

FL 32922

JOB #	ORD. DATE	CUST.#	LOC.	SALESMAN	SHIP VIA	FRT.
NA	08/04/25	087397	A	EJ RAINES	F-2D FOB ORIGIN	

QTY. ORDER	ITEM NO./DESC.	UNIT PRICE	UOM DISC.	NET PRICE
---------------	----------------	------------	--------------	-----------

IMPORTANT: To order from this quotation, please sign below.

Printed Name: _____

-

Date: _____ P.O.: _____

-

Signature: _____

COMMENT

FOR CAPT. TONY MARCHICA
AMARCHICA@COCOAPOLICE.COM
BY CHRIS KENNEDY

TERMS DUE NET 30 DAYS

SALES AMOUNT

97,489.06

CITY COUNCIL AGENDA ITEM

Memo Date: May 16, 2025
Agenda Date: September 23, 2025
File ID: 2025-483
Prepared By: Charlene Neuterman, Community Services Director
Through: Stockton Whitten, City Manager
Requested Action: Approve a Budget Resolution and BAF #2025-042-A Amending the Fiscal Year 2025 Budget, for \$151,530 for Building Official Services through a Private Provider; Approve a Resolution waiving competitive bidding to allow continued use of Bruce Nelsen, CBO, as the City's contracted Building Official for FY 2025 and FY2026. (FY25 \$178,780 & FY26 \$180,000). Respectively, approve purchases of services by C.A.P. Government, Inc. under the City of Palm Bay contract IFB No. 09-0-2021/SZ CAP Continued Services through year-end in the amount not to exceed \$105,000 for FY25 and not to exceed \$95,000, the budgeted amount in FY26. Staff will return to the City Council if further funding is needed for either of these services.

BACKGROUND:

In Fiscal Year 2024, the City lost their Building Official to another agency. At that time, the City contracted with a local Private Provider that has extensive familiarity with the City of Cocoa and has worked as a contracted Private Provider in previous years.

Bruce D. Nelsen, CBO through Bruce D Nelson LLC is currently serving as the Private Provider Building Official for the City of Cocoa. His services include providing weekly Building Official services for all City Building Permits, conducting commercial permit inspections, answering questions for Staff and Contractors and signing off of all necessary documents that requires a Building Official's signature.

Approve a Budget Resolution and BAF #2025-042-A amending the Fiscal Year 2025 Budget for the Building Official Services through a Private Provider. To ensure continuity of services, staff recommends continuing with Bruce Nelsen through both FY 2025 and FY 2026. A resolution to waive competitive bidding will apply for both years. The total amount for his services will be **\$178,780 in FY 2025 and \$180,000 in FY 2026.**

In addition, the City utilizes CAP, Government for Building Permit Plan Review Services, occasional Building Official Services when the other Building Official is not available and occasional Inspection Services when there is no inspector available. The Purchase Order #83622 was issued for an amount of \$75,000. In order to continue Building Division services with no interruption through FY2025, it is necessary to increase the

Purchase Order to an amount not to exceed \$30,000. Staff is requesting approval of Change Order # 1 to PO #83622 in the amount of \$30,000 for CAP Government to perform Building Plans Review, Inspection, and Official Services for Building Permits. Furthermore, in FY26 an additional \$75,000 is being requested for approval for these services.

Finally, to provide flexibility in addressing service needs in FY 2026, the City Manager should be authorized to approve change orders for these services up to the budgeted amount.

PRIORITY AREA CONNECTION:

Economic and Community Development

BUDGETARY IMPACT:

Budgeted? No

If not budgeted, is amendment / transfer attached? Yes

FY 25 Source/Use of Funds

<u>Account Number</u>	<u>Amount</u>
107-0000-322.00-00	\$48,250
107-3200-524-12-00	(\$30,000)
107-3200-524-13-00	(\$39,280)
107-3200-524-22-00	(\$14,000)
107-3200-524-23-04	(\$20,000)
107-3200-524.34-00	\$121,530
107-3200-524.34-00	\$30,000

FY 26 Source/Use of Funds

Full Contracted Amount for Bruce Nelson

107-3200-524.34-00	\$180,000 (Bruce Nelson BDN, Building Official)
--------------------	---

CAP Services

107-3200-524.34-00	\$45,000 (Cap Services)
107-3200-524.34-00	\$25,000 Building Inspections CAP Government
107-3200-524.34-00	\$25,000 Permits and Plans CAP

Total Budget for Building Official and CAP Services \$275,000

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approve a Budget Resolution and BAF #2025-042-A Amending the Fiscal Year 2025 Budget, for \$151,530 for Building Official Services through a Private Provider; Approve a Resolution waiving competitive bidding to allow continued use of Bruce Nelsen, CBO, as the City's contracted Building Official for FY 2025 and FY2026. (FY25 \$178,780 & FY26 \$180,000). Respectively, approve purchases of services by C.A.P. Government, Inc. under the City of Palm Bay contract IFB No. 09-0-2021/SZ CAP Continued Services through year-end in the amount not to exceed \$105,000 for FY25 and not to exceed \$95,000, the budgeted amount in FY26. Staff will return to the City Council if further funding is needed for either of these services.

RESOLUTION NO. 2025-065

**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 Special 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 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 23rd day of September, 2025.

Michael C. Blake, Mayor

ATTEST:

Monica Arsenault, City Clerk



City of Cocoa Budget Adjustment Form FY2025- 042-A

Select Adjustment Type: Budget Amendment

Requesting Department #: Comm Svcs 3200 Date Prepared: 6/19/25

From Accounts'

Adjusting Amount	Account Number	Account Name	Current Budget	Adjusted Budget	Project Number
\$ 48,250	107-0000-322.00-00	OTHER PERMITS & FEES / BUILDING PERMITS		\$ 48,250	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
\$ 48,250 Total					

To Accounts'

Adjusting Amount	Account Number	Account Name	Current Budget	Adjusted Budget	Project Number
\$ 121,530	107-3200-524.34-00	CONTRACT SERVICES (BRUCE D NELSON - BDM, LLC.)		\$ 121,530	
\$ 30,000	107-3200-524.34-00	CONTRACT SERVICES (C.A.P. GOVERNMENTAL SVCS.)		\$ 30,000	
(\$ 30,000)	107-3200-524.12-00	REGULAR SALARIES & WAGES		(\$ 30,000)	
(\$ 39,280)	107-3200-524.13-00	OTHER SALARIES & WAGES		(\$ 39,280)	
(\$ 14,000)	107-3200-524.22-00	RETIREMENT CONTRIBUTIONS		(\$ 14,000)	
(\$ 20,000)	107-3200-524.23-04	INSURANCES / MEDICAL		(\$ 20,000)	
				\$ 0	
				\$ 0	
				\$ 0	
\$ 48,250 Total					

Reason/Justification for Adjustment:

To cover the costs for the full contract amount for Bruce Nelson in the total amount of \$178,780 - amount paid \$57,250 = \$121,530 for his his building official services and \$30,000 to maintain uninterrupted services with CAP PO#83622 to total \$105,000 - amount encumbered \$75,000 = \$30,000 for the remainder of the year.

Agenda 25-483

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.

Charlene Neuterman
Digitally signed by Charlene Neuterman
Date: 2025.06.25 10:19:44 -04'00'
Requestor's Signature

Zoie Badalov
Digitally signed by Zoie Badalov
Date: 2025.06.27 09:18:40 -04'00'
Finance Approval Signature

Finance Director's Signature

Charlene Neuterman
Digitally signed by Charlene Neuterman
Date: 2025.06.25 10:19:57 -04'00'
Department Director's Signature

Lora Howell
Digitally signed by Lora Howell
Date: 2025.06.27 15:20:48 -04'00'
Deputy Finance Director's Signature

City Manager's Signature

FINANCE USE ONLY:

Date Entered: _____

Entered By: _____

Group #: _____

RESOLUTION NO. 2025-066

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, that:

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

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a Regular Meeting assembled on the 23rd day of September, 2025.

Michael C. Blake, Mayor

ATTEST:

Monica Arsenault, CMC, City Clerk

EXHIBIT “A”

To Resolution No. 2025-066

The City Manager recommends that the competitive bidding requirement be waived, as it is in the best interest of the City, for Building Official Services through a Private Provider, Bruce D. Nelson LLC of Titusville, FL.

Supporting documentation has been provided toward justification of the waiver, based on single source, as an exception to the sealed bidding process; and based on this documentation, I support approval of this resolution.

Stockton Whitten
City Manager

INVOICE

Bruce D. Nelsen, LLC.
4175 Fox Lake Rd
Titusville, FL 32796-4002

bruce.nelsen@gmail.com
+1 (321) 213-7058

Bill to

City of Cocoa
65 Stone Street
Cocoa, FL 32922

Invoice details

Invoice no.: 1015
Invoice date: 02/01/2025
Due date: 03/03/2025

#	Product or service	Description	Qty	Rate	Amount
1.	Building Official Service & Building Department Qualification.	Weekly service charge week ending 10/4/24	1	\$1,500.00	\$1,500.00
2.	Building Official Service & Building Department Qualification.	Weekly service charge week ending 10/11/24	1	\$1,500.00	\$1,500.00
3.	Building Official Service & Building Department Qualification.	Weekly service charge week ending 10/18/24	1	\$1,500.00	\$1,500.00
4.	Building Official Service & Building Department Qualification.	Weekly service charge week ending 10/25/24	1	\$1,500.00	\$1,500.00
5.	Building Official Service & Building Department Qualification.	Weekly service charge week ending 11/1/24	1	\$1,500.00	\$1,500.00
6.	Building Official Service & Building Department Qualification.	Weekly service charge week ending 11/8/24	1	\$1,500.00	\$1,500.00
7.	Building Official Service & Building Department Qualification.	Weekly service charge week ending 11/15/24	1	\$1,500.00	\$1,500.00
8.	Building Official Service & Building Department Qualification.	Weekly service charge week ending 11/22/24	1	\$1,500.00	\$1,500.00
9.	Building Official Service & Building Department Qualification.	Weekly service charge week ending 11/29/24	1	\$1,500.00	\$1,500.00
10.	Building Official Service & Building Department Qualification.	Weekly service charge week ending 12/5/24	1	\$1,500.00	\$1,500.00

	Building Official Service & Building Department Qualification.	Weekly service charge week ending 12/13/24	1	\$1,500.00	\$1,500.00
12.	Building Official Service & Building Department Qualification.	Weekly service charge week ending 12/20/24	1	\$1,500.00	\$1,500.00
13.	Building Official Service & Building Department Qualification.	Weekly service charge week ending 12/27/24	1	\$1,500.00	\$1,500.00
14.	Building Official Service & Building Department Qualification.	Weekly service charge week ending 1/3/25	1	\$1,500.00	\$1,500.00
15.	Building Official Service & Building Department Qualification.	Weekly service charge week ending 1/10/25	1	\$1,500.00	\$1,500.00
16.	Building Official Service & Building Department Qualification.	Weekly service charge week ending 1/17/25	1	\$1,500.00	\$1,500.00
17.	Building Official Service & Building Department Qualification.	Weekly service charge week ending 1/24/25	1	\$1,500.00	\$1,500.00
18.	Building Official Service & Building Department Qualification.	Weekly service charge week ending 1/31/24	1	\$1,500.00	\$1,500.00

Total \$27,000.00

Ways to pay



[View and pay](#)

INVOICE

Bruce D. Nelsen, LLC.
4175 Fox Lake Rd
Titusville, FL 32796-4002

bruce.nelsen@gmail.com
+1 (321) 213-7058

Bill to

City of Cocoa
65 Stone Street
Cocoa, FL 32922

Invoice details

Invoice no.: 1016
Invoice date: 02/01/2025
Due date: 03/03/2025

#	Product or service	Description	Qty	Rate	Amount
1.	Hourly Service \$100.00 per hour.	Building official services, Inspections, Office, meetings, phone calls, emails and correspondence. Total hours per week ending 10/4/24	12	\$100.00	\$1,200.00
2.	Hourly Service \$100.00 per hour.	Building official services, Inspections, Office, meetings, phone calls, emails and correspondence. Total hours per week ending 10/11/24	8.5	\$100.00	\$850.00
3.	Hourly Service \$100.00 per hour.	Building official services, Inspections, Office, meetings, phone calls, emails and correspondence. Total hours per week ending 10/18/24	13.5	\$100.00	\$1,350.00
4.	Hourly Service \$100.00 per hour.	Building official services, Inspections, Office, meetings, phone calls, emails and correspondence. Total hours per week ending 10/25/24	22	\$100.00	\$2,200.00
5.	Hourly Service \$100.00 per hour.	Building official services, Inspections, Office, meetings, phone calls, emails and correspondence. Total hours per week ending 11/1/24	25.5	\$100.00	\$2,550.00
6.	Hourly Service \$100.00 per hour.	Building official services, Inspections, Office, meetings, phone calls, emails and correspondence. Total hours per week ending 11/8/24	24.5	\$100.00	\$2,450.00
7.	Hourly Service \$100.00 per hour.	Building official services, Inspections, Office, meetings, phone calls, emails and	21	\$100.00	\$2,100.00

correspondence.

Total hours per week ending 11/15/24

8.	Hourly Service \$100.00 per hour.	Building official services, Inspections, Office, meetings, phone calls, emails and correspondence. Total hours per week ending 11/22/24	18	\$100.00	\$1,800.00
9.	Hourly Service \$100.00 per hour.	Building official services, Inspections, Office, meetings, phone calls, emails and correspondence. Total hours per week ending 11/29/24	13.5	\$100.00	\$1,350.00
10.	Hourly Service \$100.00 per hour.	Building official services, Inspections, Office, meetings, phone calls, emails and correspondence. Total hours per week ending 12/5/24	18.5	\$100.00	\$1,850.00
11.	Hourly Service \$100.00 per hour.	Building official services, Inspections, Office, meetings, phone calls, emails and correspondence. Total hours per week ending 12/13/24	15.5	\$100.00	\$1,550.00
12.	Hourly Service \$100.00 per hour.	Building official services, Inspections, Office, meetings, phone calls, emails and correspondence. Total hours per week ending 12/20/24	17.5	\$100.00	\$1,750.00
13.	Hourly Service \$100.00 per hour.	Building official services, Inspections, Office, meetings, phone calls, emails and correspondence. Total hours per week ending 12/27/24	11	\$100.00	\$1,100.00
14.	Hourly Service \$100.00 per hour.	Building official services, Inspections, Office, meetings, phone calls, emails and correspondence. Total hours per week ending 1/3/25	15.5	\$100.00	\$1,550.00
15.	Hourly Service \$100.00 per hour.	Building official services, Inspections, Office, meetings, phone calls, emails and correspondence. Total hours per week ending 1/10/25	18.5	\$100.00	\$1,850.00
16.	Hourly Service \$100.00 per hour.	Building official services, Inspections, Office, meetings, phone calls, emails and correspondence. Total hours per week ending 1/17/25	18	\$100.00	\$1,800.00
17.	Hourly Service \$100.00 per hour.	Building official services, Inspections, Office, meetings, phone calls, emails and correspondence. Total hours per week ending 1/24/25	14.5	\$100.00	\$1,450.00
18.	Hourly Service \$100.00 per hour.	Building official services, Inspections, Office, meetings, phone calls, emails and correspondence. Total hours per week ending 1/31/25	15	\$100.00	\$1,500.00

Total

\$30,250.00

Ways to pay

professional Services**\$0.00**

Building Code Administrators

- Multi-Certified Plans Examiner
- Multi-disciplined Licensed Inspector
- Disaster Damage Assessment Professional

See the fees schedule and conditions below for my services, all hours of service will be calculated to include drive time.

A) Building Code Administrator authorization for jurisdictions building department services,

Flat fee per; weekly \$1,500.

Annually \$7,800

B) Additional fee for Building Official/Inspector/Plan Reviewer services; \$100.00 pr. Hr.

Average 19 hrs. Weekly

Annually \$98,800

C) Annually Professional Liability \$1,980

1 X \$0.00

Building Official Service & Building Department Qualification.**\$78,000.00**

Weekly service charge

52 X \$1,500.00

Building Official Services**\$98,800.00**

Permitting, Plan Review, and Inspections services provided by the hourly rate of \$100.00 per hour.

988 X \$100.00

Building Official Service**\$1,980.00**

Professional liability insurance annual fee \$1980

12 X \$165.00

Total \$178,780.00

Thank you for your business.

Review and approve

Bruce D. Nelsen, LLC.
4175 Fox Lake Rd Titusville, FL 32796-4002 USA
bruce.nelsen@gmail.com

If you receive an email that seems fraudulent, please check with the business owner before paying.



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SERVICE

Purchase Order

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

**PURCHASE
ORDER NO.
083622**

P.O. Date : 03/26/2025

VENDOR PHONE : (954)888-9532

VENDOR NUMBER : 10553

VENDOR ADDRESS : CAP GOVERNMENT INC
343 ALMERIA AVE
CORAL GABLES, FL 33134

SHIP TO : COMMUNITY SERVICES
COMMUNITY SERVICES
65 STONE STREET
COCOA, FL 32922

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

DELIVER BY	REQUISITION #	REQUISITION DATE	CONFIRMED BY
01/15/2025	0000049479	01/15/2025	CNEUTERMAN/CS/107
FOB	ACCOUNT NUMBER	PROJECT #	BUYER
	10732005243400		CHRISTINE SAVAGE

Item #	Quantity / Unit	Description/Remarks	Unit Cost	Extended Cost
1	75,000.00 SUM	BUILDING SERVICES FOR CITY OF COCOA 001 003 Building Services for the City of Cocoa to include the following: 1. Building Official Services @ \$100 per hour 2. Plans Review Services @ \$90 per hour 3. Building Inspection Services @ \$80 per hour 4. Permit Technician Services @ \$45 per hour REFERENCE PIGGYBACK CONTRACT ITB 09-0-20	1.0000	75,000.00

TOTAL PURCHASE AMOUNT	\$75,000.00
------------------------------	--------------------



SERVICE

Purchase Order

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

**PURCHASE
ORDER NO.
083622**

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.

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: 08/29/25

New Requisition #: _____

50299

Change Requisition Number # _____

1

Name of Requestor
completing this form:

Cneuterman



Original Purchase Order Amount \$ 75,000.00

Change Order # 1 Amount 30,000.00

Change Order # 2 Amount

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 \$ 105,000.00

Vendor Name

Original Requisition Number

PO Number

Original PO
Amount

CAP Government

49279

83622

\$ 75,000.00

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

☐ Correct Freight Cost

☐ Cancel Line Item

☐ Correct Unit Cost

☒ Add Additional Money

☐ Correct Account Number

☐ 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:

Original PO Line #	Quantity	UM	Description	Account Number	Project Number	Unit Cost	Extended Cost
1	30,000.00	Sum	Building Inspection / Review /Building Official and Permit Tech services for Cocoa	107-3200-524-34-00		1.0000	\$ 30,000.00
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -

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

\$ 30,000.00

CHANGE ORDER REQUEST FORM - PAGE 2, JUSTIFICATION NOTE REQUIRED

Change Order Justification:

Additional funds are needed to get through the end of FY25 and cover the invoices for service.

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



January 15, 2025

Mr. Stockton Whitten
City Manager
City of Cocoa
65 Stone St.
Cocoa, FL 32922

**Re: Plan Review and Building Inspection Services for the City of Cocoa for Fiscal Year 2025.
Piggyback – City of Palm Bay (IFB NO. 09-02021/SZ)**

Dear Mr. Whitten:

We appreciate the opportunity extended to C.A.P Government, Inc. (CAP) by requesting the submittal of this proposal for the above referenced services. These services will include Building Official, Inspections, Plan Review, and Permit Technicians, as needed.

The City of Cocoa Agreement is a piggyback off our existing contract with the City of Palm Bay for Plan Review and Building Inspection Services (IFB NO. 09-02021/SZ), using “like terms and conditions”.

The hourly rates for these services are summarized in the table below:

Services	Hourly Rates
Building Official Services	\$100.00
Plans Review Services	\$90.00
Building Inspection Services	\$80.00
Permit Technician Services	\$45.00
- We propose that the minimum hour requirements for inspections per trade be four (4) hours per day. Plans Review services will be charged based on the actual hours performing the services. - All services rendered in excess of eight (8) Hours per day, Weekends or Holidays shall be compensated at 1.30 times the Hourly Rate listed above.	

Not to Exceed Fee\$75,000

If you find this proposal acceptable, please sign in the space provided and return it to us. If you have any questions, please call Mr. Judson Dulany at (561) 261.9757 or me at (305) 458.6000, at your earliest convenience.

Very truly yours,
C.A.P. Government, Inc.

Carlos A. Penin, PE
President

Accepted: _____
Mr. Stockton Whitten
City Manager

Date: _____

CITY COUNCIL AGENDA ITEM

Memo Date: September 5, 2025
Agenda Date: September 23, 2025
File ID: 2025-891
Prepared By: Zoie Badalov
Through: Rebecca Bowman, Finance Director
Requested Action: To approve Resolution #2025-067 amending the FY 2025 budget through BAF 25-082-A, to true up the budgeted amounts for the state contributions for Police and Fire Pensions.

BACKGROUND:

Every year, the state pays the City its portion of pension contributions. These are budgeted based on estimates at the beginning of the budget cycle. Once the payments come in and the actual amount is known, the budget team can true up these accounts based on the checks received.

This year, the pensions were budgeted at \$245,613 for Police and \$196,813 for Fire. The actuals were received at the end of August and paid out to the respective pensions in the amounts of \$307,578.75 for Police and \$218,108.57 for Fire. Therefore, this BAF 25-082-A will increase the revenues received from the State and increase the pension expenditures in the amounts of \$61,965.75 and \$21,869.57, respectively.

PRIORITY AREA CONNECTION:

Organizational Effectiveness
Public Safety/Community Standards

BUDGETARY IMPACT:

Budgeted? Yes/No/**Partially**

If not budgeted, is **amendment** / transfer attached? **Yes**

Source/Use of Funds <u>Account Number</u>	<u>Amount</u>
001-0000-335.29-21	\$61,966
001-0000-335.29-22	\$21,296
001-2100-521.22-02	\$61,966
001-2200-522.22-02	\$21,296

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

To approve a resolution amending the FY 2025 budget through BAF 25-082-A, to true up the budgeted amounts for the state contributions for Police and Fire Pensions.

RESOLUTION NO. 2025-067

**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 Special 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 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 23rd day of September, 2025.

Michael C. Blake, Mayor

ATTEST:

Monica Arsenault, City Clerk



City of Cocoa Budget Adjustment Form FY2025- 082-A

Select Adjustment Type: Budget Amendment

Requesting Department #: Finance-1500

Date Prepared: 9/3/25

Revenue Accounts'

Adjusting Amount	Account Number	Account Name	Current Budget	Adjusted Budget	Project Number
\$ 61,996	001-0000-335.29-21	OTHER PUBLIC SAFETY / POL PEN STATE CONTR		\$ 61,996	
\$ 21,296	001-0000-335.29-22	OTHER PUBLIC SAFETY / FIRE PEN STATE CONTR		\$ 21,296	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
\$ 83,292 Total					

Expense Accounts'

Adjusting Amount	Account Number	Account Name	Current Budget	Adjusted Budget	Project Number
\$ 61,996	001-2100-521.22-02	RETIREMENT CONTRIBUTIONS / STATE CONTRIBUTIONS		\$ 61,996	
\$ 21,296	001-2200-522.22-02	RETIREMENT CONTRIBUTIONS / STATE CONTRIBUTIONS		\$ 21,296	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
\$ 83,292 Total					

Reason/Justification for Adjustment:

The State retirement contribution payments for Police and Fire came in higher than expected. This BAF is to shore up the budget.

Agenda 25-91

City Council Approval Needed? Yes: ☒ No: ☐

Date Approved: _____

Resolution #: 2025-067

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

Christi Grant
Digitally signed by Christi Grant
Date: 2025.09.04 15:06:35 -04'00'
Requestor's Signature

Zoie Badalov
Digitally signed by Zoie Badalov
Date: 2025.09.12 08:19:38 -04'00'
Finance Approval Signature

Finance Director's Signature

Rebecca Bowman
Digitally signed by Rebecca Bowman
Date: 2025.09.05 09:21:09 -04'00'
Department Director's Signature

Lora Howell
Digitally signed by Lora Howell
Date: 2025.09.12 08:23:20 -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: September 9, 2025
Agenda Date: September 23, 2025
File ID: 2025-906
Prepared By: Katrina Combs, Utilities Administrative Technician
Through: James Mitchell, Water Treatment Manager
Requested Action: To Approve a multi-year budgetary increase in estimated costs from \$90,000 to \$100,000 per year under the Cooperative Purchase Agreement with RingPower, Palm Bay, Florida, to Provide Annual Maintenance and Technical Analysis Services for Twenty-Two (22) Generators Operated by the Dyal Water Treatment Plant Utilizing the Sourcewell Contract RFP #092222, not to exceed a total amount of \$100,000 for FY25 and for fiscal year 2026 and 2027 subject to the adopted budget.

BACKGROUND:

The Dyal Water Treatment Plant (WTP) currently owns and operates 22 Caterpillar generators that provide emergency power should commercial power be lost. Periodic maintenance is required to properly maintain this vital equipment, ensuring sufficient operability. Ring Power has historically provided maintenance services for the generators associated with the Dyal WTP, and is the only Caterpillar® authorized service provider to perform the required maintenance.

On December 6, 2022, Caterpillar® accepted participation in the Sourcewell Contract for RFP #09222 for equipment, products, or service. This contract allows for a 5% discount off of list prices for maintenance services provided by Caterpillar® authorized dealers/service providers, and is referenced in the quote provided by Ring Power.

The original approved budgetary spending anticipated \$70,000 for Dyal WTP generator inspection and services per year based on historical annual generator repair expenditures. Maintenance costs vary greatly based on the complexity of repairs, labor hours required to complete the tasks and the cost of materials. In FY23, the \$70,000 per year was exceeded and staff requested Council approval for contingency of \$20,000 to be added to the annual approved budgetary amount, bringing the annual authorized budget for Ring Power under the Sourcewell contract to a total of \$90,000. Request was also made to authorize the City Manager to approve purchase orders and change orders for this contract up to \$90,000 per year for the life of the contract. The contract currently expires on November 22, 2026, with an additional one-year extension that the City Manager is authorized to execute (Agenda 23-21 January 24, 2023). Dyal has used the full \$70,000 budget as well as the \$20,000 previously approved contingency allotment in FY25, with additional unanticipated repairs possibly needed through the end of the fiscal year.

Staff recommends approval of an increase of the annual authorized budget for Ring Power, Palm Bay, Florida, purchases for generator inspection and services and maintenance costs in the amount of \$10,000, for a total of \$100,000.00 per year for FY25 and the remaining the life of the contract for twenty-two (22) generators operated by the Dyal WTP utilizing the Sourcewell Contract RFP #092222.

PRIORITY AREA CONNECTION:

BUDGETARY IMPACT:

Budgeted? Yes for FY25. FYs 26-27 pending adopted budget.
If not budgeted, is amendment / transfer attached? N/A

Source/Use of Funds

<u>Account Name</u>	Contract Services
<u>Account Number</u>	421-4020-536.34-00
<u>Source Funds</u>	Operating Revenue
<u>Amount Requested</u>	\$10,000.00

If a P.O. Change Order is involved, please complete the following:
Change Order Amount: \$6,185.74
Original Purchase Order Amount: \$76,185.74

For this Agenda Item note Prior Change Order Information:
Total Number of change orders to date: 1
Total amount in change orders to date: \$6,185.74

PREVIOUS ACTION:

January 24, 2023, Approved Participation in a Cooperative Purchase Agreement with RingPower, Palm Bay, Florida, to Provide Annual Maintenance and Technical Analysis Services for Twenty-Two (22) Generators Operated by the Dyal Water Treatment Plant Utilizing the Sourcewell Contract RFP #092222, effective December 6, 2022 through November 22, 2026, not to exceed \$90,000 each year upon the Adoption of the FY24-FY27 Budgets; The Contact May be Extended by One Additional Year; To Authorize the City Manager to Execute the Service Agreement(s), Amendments, and Purchase Orders for each Fiscal Year; Approve a Contingency Resolution of \$10,000 for FY25 and Authorize the City Manager to approve Change Orders for emergency repairs should they be needed. (Agenda 23-21 January 24, 2023)

RECOMMENDED MOTION:

To Approve a multi-year budgetary increase in estimated costs from \$90,000 to \$100,000 per year under the Cooperative Purchase Agreement with RingPower, Palm Bay, Florida, to Provide Annual Maintenance and Technical Analysis Services for Twenty-Two (22) Generators Operated by the Dyal Water Treatment Plant Utilizing the

Sourcewell Contract RFP #092222, not to exceed a total amount of \$100,000 for FY25 and for fiscal year 2026 and 2027 subject to the adopted budget.



December 29, 2022

To: All Departments

Subject: Approved use of Sourcwell contract 092222-CAT with Caterpillar Inc.

The Purchasing Division has reviewed Sourcwell contract 092222-CAT to Caterpillar Inc., where Ring Power Corporation is the local authorized reseller, and has confirmed that the terms are acceptable for departmental use through its expiration of November 26, 2026 unless extended.

Sourcwell contract 092222-CAT gives access to the following types of goods and services: CAT diesel generator sets, CAT natural gas generator sets, automatic transfer switches, switchgear, controls, installation, extended service coverage, CAT rental equipment, used equipment, parts, maintenance contracts, CAT finance, and government leases.

The following terms contained in the contract support the terms and conditions required by the City of Cocoa:

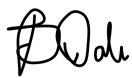
5.A PARTICIPATION. Sourcwell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada.

6.B ADDITIONAL TERMS AND CONDITIONS. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier.

6.C SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as ecommerce 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. Sourcwell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

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. 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 approval 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

Caterpillar Sourcewell Member Discounts

All Discounts listed are for "Standby Ratings only unless otherwise stated".

Note: Due to global supply chain cost increases: 1. All new generators are subject to a commodity surcharge of up to 16%.

List Price Discount	
Stationary Diesel	
C2.2, 60 HZ, 40 - 60 kW Diesel (Reference the "PSNA-EPG-F_C2.2PGABR" Caterpillar Price List)	
D20 - 20 kW	18%
D25 - 25 kW	18%
D30 - 30 kW	18%
C4.4, 60 HZ, 40 - 60 kW Diesel (Reference the "PSNA-EPG-F_C4.4LCABR" Caterpillar Price List)	
D40 - 40 kW	31%
D50 - 50 kW	31%
D60 - 60 kW	31%
C4.4, 60 HZ, 80 - 100 kW Diesel (Reference the "PSNA-EPG-F_C4.4PGABR" Caterpillar Price List)	
D80 - 80 kW	31%
D100 - 100 kW	31%
C4.4 GC, 60 HZ, 200 - 300 kW Diesel (Reference the "C4.4 GCABR" Caterpillar Price List)	
D40 - 40 kW	31%
D50 - 50 kW	31%
D60 - 60 kW	31%
D80 - 80 kW	31%
D100 - 100 kW	31%
C7.1, 60 HZ, 125 - 200 kW Diesel (Reference the "PSNA-EPG-F_C7.1PGABR" Caterpillar Price List)	
D125 - 125 kW	35%
D150 - 150 kW	35%
D175 - 175 kW	35%
D200 - 200 kW	36%
C7.1 GC, 60 HZ, 200 - 300 kW Diesel (Reference the "C9 GCABR" Caterpillar Price List)	
D125 - 125 kW	31%
D150 - 150 kW	31%
D175 - 175 kW	31%
D200 - 200 kW	31%
C9, 60 HZ, 200 - 300 kW Diesel (Reference the "PSNA-EPG-F_C9PGAM" Caterpillar Price List)	
200 kW	33%
250 kW	37%
300 kW	37%
C9 GC, 60 HZ, 200 - 300 kW Diesel (Reference the "C9 GCABR" Caterpillar Price List)	
250 kW	31%
300 kW	31%
C13, 60 HZ, 350 - 400 kW Diesel (Reference the "PSNA-EPG-F_C13PGAM" Caterpillar Price List)	
350 kW	37%
400 kW	37%
C13 GC, 60 HZ, 350 - 400 kW Diesel (Reference the "C13 GCABR" & "C13 GCAM" Caterpillar Price List)	
350 kW	31%
400 kW	31%
C15, 60 HZ, 350 - 500 kW Diesel (Reference the "PSNA-EPG-F_C15PGAM" Caterpillar Price List)	
350 kW	37%
400 kW	37%
450 kW	37%
500 kW	37%
C15 GC, 60 HZ, 350 - 500 kW Diesel (Reference the "C15 GCABR" & "C15 GCAM" Caterpillar Price List)	
350 kW	31%
400 kW	31%
450 kW	31%
500 kW	31%

Caterpillar: Confidential Green

C18, 60 HZ, 550 - 750 kW Diesel (Reference the "PSNA-EPG-F_C18PGAM" Caterpillar Price List)	
550 kW	37%
600 kW	37%
650 kW	33%
700 kW	33%
750 kW	33%
C18 GC, 60 HZ, 550 - 600 kW Diesel (Reference the "C18 GCAM" Caterpillar Price List)	
550 kW	31%
600 kW	31%
C18, 60 HZ, EPA Tier 4f, - 455 KW Diesel (Reference the "PSNA-EPG-F_C18PKAM" Caterpillar Price List)	
455 kW Prime Power	20%
500 kW	20%
C27, 60 HZ, 750 - 800 kW Diesel (Reference the "PSNA-EPG-F_C27PGBG" Caterpillar Price List)	
750 kW	32%
800 kW	32%
C32, 60 HZ, 1000 - 1250 kW Diesel (Reference the "PSNA-EPG-F_C32PGDG" Caterpillar Price List)	
1000 kW	33%
1250 kW	34%
C27 GC, 60 HZ, 800 kW Diesel (Reference the "V12 GCAG" Caterpillar Price List)	
D800 - 800 kW	31%
C32 GC, 60 HZ, 1000-1250 kW Diesel (Reference the "V12 GCAG" Caterpillar Price List)	
D1000 - 1000 kW	31%
D1250 - 1250 kW	31%
3512C, 60 HZ, 1500 - 1750 kW Diesel (EPA Tier 2 & CARB Emissions Certified (Nonroad); EPA Tier 2 Emissions Certified for Stationary Use) (Reference the "PSNA-EPG-F_3512PGFL" Caterpillar Price List)	
1500 kW	36%
1750 kW	34%
3516C/3516E, 60 HZ, 2000 - 3000 kW Diesel (EPA Tier 2 & CARB Emissions Certified (Nonroad); EPA Tier 2 Emissions Certified for Stationary Use) (Reference the "PSNA-EPG-F_3516PGFL" Caterpillar Price List)	
2000 kW	40%
2500 kW	36%
2750 kW	33%
3000 kW	33%
3516C-HD, 60 HZ, 2000 - 2500 kW Diesel (EPA Tier 4) (Reference the "PSNA-EPG-F_3516PGFL" Caterpillar Price List)	
2000 kW	19%
2500 kW	19%
C175-16, 60 HZ, 3000 kW Diesel (EPA Tier 2 for Mobile and Stationary Use) (Reference the "C175-PGAL" Caterpillar Price List)	
3000 kW	29%
C175-16, 60 HZ, 3000 kW Diesel (EPA Tier 4) (Reference the "C175-PGAL" Caterpillar Price List)	
3000 kW	19%
C175-20, 60 HZ, 4000 kW Diesel (EPA Tier 2 for Mobile and Stationary Use) (Reference the "C175-PGAL" Caterpillar Price List)	
4000 kW	24%
Stationary Natural Gas (Select LP Vapor Options with Derates)	
50 - 60 kW Caterpillar Natural Gas (Reference the "PSNA-EPG-F_G80PGAM" Caterpillar Price List)	
DG50 - 50 kW	31%
DG60 - 60 kW	31%
DG80 - 80 kW	31%

100 - 150 kW Caterpillar Natural Gas (Reference the "PSNA-EPG-F_G200PGABR" Caterpillar Price List)	
DG100 - 100 kW	18%
DG125 - 125 kW	18%
DG150 - 150 kW	18%
100 - 150 kW Caterpillar Natural Gas (Reference the "PSNA-EPG-F_G150PGAM" Caterpillar Price List)	
DG100 - 100 kW	35%
DG125 - 125 kW	35%
DG150 - 150 kW	35%
175 - 300 kW Olympian Natural Gas (Reference the "PSNA-EPG-F_GASOLYGN" Caterpillar Price List)	
G175 - 175 kW	26%
G200 - 200 kW	26%
G230 - 230 kW	26%
G250 - 250 kW	26%
G275 - 275 kW	26%
G300 - 300 kW	26%
175 - 300 kW Caterpillar Natural Gas (Reference the "PSNA-EPG-F-G14.2 PGAN" Caterpillar Price List)	
DG175 - 175 kW	26%
DG200 - 200 kW	26%
DG230 - 230 kW	26%
DG250 - 250 kW	26%
DG275 - 275 kW	26%
DG300 - 300 kW	26%
350 - 450 kW Caterpillar Natural Gas (Reference the "PSNA-EPG-F-G21.9 PGAM" Caterpillar Price List)	
DG350 - 350 kW	26%
DG400 - 400 kW	26%
DG450 - 450 kW	26%
CG18, 60 Hz, 350 - 500 kW Caterpillar Natural Gas (Reference the "PSNA-EPG-F-CG18 PGAM" Caterpillar Price List)	
DG350 - 350 kW	23%
DG400 - 400 kW	23%
DG450 - 450 kW	23%
DG500 - 500 kW	23%
G3412, 60 HZ, 375 - 500 kW Natural Gas (Reference the "PSNA-EPG-F_G3412PGG" Caterpillar Price List)	
375 kW	20%
450 kW	20%
500 kW	20%
G3512 60 HZ, 750 - 1000 kW Natural Gas (Reference the "PSNA-EPG-F_G3512NPL" Caterpillar Price List)	
750 kW	18%
1000 kW	18%
G3516 60 HZ, 750 - 1000 kW Natural Gas, Landfill Gas, & Biogas (Ratings Depend on Selection) (Reference the "PSNA-EPG-F_G3516BNPL" Caterpillar Price List)	
All Ratings	18%
G3516C 60 HZ, 1500 kW Natural Gas (Reference the "PSNA-EPG-F_G3516CNPL" Caterpillar Price List)	
1500 kW	18%
G3516H 60 HZ, 1966 kW Natural Gas (Reference the "PSNA-EPG-F_G3516HNPL" Caterpillar Price List)	
1966 kW	17%
G3520H 60 HZ, 2469 kW Natural Gas (Reference the "PSNA-EPG-F_G3520HNPL" Caterpillar Price List)	
2469 kW	17%
G3520C 60 HZ, 1600 - 2055 kW Natural Gas (Reference the "PSNA-EPG-F_G3520CNPL" Caterpillar Price List)	
1600 kW	17%
2055 kW	17%
Caterpillar: Confidential Green	
CG132, CG170, CG260 (custom)	

Due to the customization and plethora of options, it is not feasible to provide a paper price list for these specific generator sets. Each quote is custom for the specific application. However, members will receive a 15% discount off of the configured list price from each member's local dealer.	15%
Mobile Diesel (With Trailers)	
XQ35, 60 HZ, 35 kVA Prime Diesel (EPA Tier 4 Final & CARB Emissions Certified (Non-road)) (Reference the "PSNA-EPG-F_XQ35BM" Caterpillar Price List)	
27 kW Prime Power	23%
30 kW	23%
XQ60, 60 HZ, 59 kVA Prime Diesel (EPA Tier 4 Final & CARB Emissions Certified (Non-road)) (Reference the "PSNA-EPG-F_XQ60BM" Caterpillar Price List)	
48 kW Prime Power	23%
XQ125, 60 HZ, 125 kVA Prime Diesel (EPA Tier 4 Final & CARB Emissions Certified (Non-road)) (Reference the "PSNA-EPG-F_XQ125BM" Caterpillar Price List)	
100 kW Prime Power	23%
110 kW	23%
XQ230, 60 HZ, 230 kVA Prime Diesel (EPA Tier 4 Final & CARB Emissions Certified (Non-road)) (Reference the "PSNA-EPG-F_XQ230BM" Caterpillar Price List)	
182 kW Prime Power	23%
200 kW	23%
XQ425, 60 HZ, 425 kVA Prime Diesel (EPA Tier 4 Final & CARB Emissions Certified (Non-road)) (Reference the "PSNA-EPG-F_XQ425BM" Caterpillar Price List)	
340 kW Prime Power	23%
XQ570, 60 HZ, 570 kVA Prime Diesel (EPA Tier 4 Final & CARB Emissions Certified (Non-road)) (Reference the "PSNA-EPG-F_XQ570BG" Caterpillar Price List)	
455 kW Prime Power	23%
XQ1140, 60 HZ, 570 kVA Prime Diesel (EPA Tier 4 Final & CARB Emissions Certified (Non-road)) (Reference the "PSNA-EPG-F_XQ1140BG" Caterpillar Price List)	
kW Prime Power	23%
Control Panels, Switchgear, Automatic Transfer Switches	
Switchgear (customizable) <i>Due to the customization and plethora of options, it is not feasible to provide a paper price list for Cat switchgear. However, members will receive a 12% discount off of the configured list price from each member's local dealer.</i>	12%
Epic (Reference the "PSNA-EPG-F_CATEPICG" Price List)	
Epic - Master Control Panel	10%
Epic - Generator Control Panel	10%
Epic - Utility Control Panel	10%
Supervisory Control Panel (Reference the "PSNA-EPG-F_CATSCPN" Price List)	
EMCP 4.4 SCP	10%
Hybrid Products (Reference the "PSNA-EPG-F_CATSCPN" Price List)	
All Hybrid Products	22%
ATS (AUTOMATIC TRANSFER SWITCHES) (Reference the "ATS 2022" Price List)	
235 ATS's Available	20%

Caterpillar Sourced Goods & Support Services Multiplier

Sourced Goods & Support Service Provided	Sourcewell Member Pricing
Custom Shop Work	5% off list price / typical sale price if no list price is available
Installation	5% off list price / typical sale price if no list price is available
Engineering Services	5% off list price / typical sale price if no list price is available
Delivery/Freight	5% off list price / typical sale price if no list price is available
Training	5% off list price / typical sale price if no list price is available
Custom Enclosure	5% off list price / typical sale price if no list price is available
Custom Fuel Tank	5% off list price / typical sale price if no list price is available
Custom ATS	5% off list price / typical sale price if no list price is available
Dealer Labor	5% off list price / typical sale price if no list price is available
Additional/Custom Parts	5% off list price / typical sale price if no list price is available
General Contracting Labor	5% off list price / typical sale price if no list price is available
Extended Service Contracts	5% off list price / typical sale price if no list price is available
Maintenance Agreements	5% off list price / typical sale price if no list price is available

Electrical Energy Power Generation with Related Parts, Supplies, and Services.

Caterpillar Used Equipment Multiplier

Every used product will receive the new product family member discount plus at least a 10% discount

Electrical Energy Power Generation with Related Parts, Supplies, and Services.

Caterpillar Rental Agreements Product & Services Multiplier

Sourced Good or Support Service Provided
Rental Agreements

Sourcewell Member Pricing
10% off dealer list price

Electrical Energy Power Generation with Related Parts, Supplies, and Services.

Product Name and Product Description	Unit of Issue	Ancilliary Items (Sold Separately)	Microgrid Solution Commercial List Price	Power Analytics Cyber-Secure Network List Price Add (Optional)	40 FT ISO Container List Price Add (Optional)	Quantity of BDPs	Quantity of 20 Foot Containers	Grand Total Commercial List Price <u>with Sourcewell Discount Applied</u> (Incl Optional Items)	Sourcewell Member List Price Discount
PV Panel (Solar Panels)	Due to the customization and plethora of options, it is not feasible to provide a paper price list for these specific components at this time. For pricing and availability, Sourcewell members can contact their local Caterpillar Dealer.								
Time Shift - 60 Hz ES 1.5 MW-hr, 1x 20', Energy, 570 kVA, 1518 kWh, ~127 min	Each	N/A	\$ 1,309,989		N/A	1	1	\$ 1,021,791	22.00%
Time Shift - 60 Hz ES 3.0 MW-hr, 2x 20', Energy, 1000 kVA, 3036 kWh, ~145 min	Each	N/A	\$ 2,263,804		N/A	1	2	\$ 1,765,767	22.00%
Time Shift - 60 Hz ES 3.5 MW-hr, 2x 20', Energy, 1000 kVA, 3542 kWh, ~170 min	Each	N/A	\$ 2,507,909		N/A	1	2	\$ 1,956,169	22.00%
Time Shift - 60 Hz ES 4.0 MW-hr, 2x 20', Energy, 1000 kVA, 4048 kWh, ~194 min	Each	N/A	\$ 2,750,774		N/A	1	2	\$ 2,145,604	22.00%
Time Shift - 60 Hz ES 4.6 MW-hr, 3x 20', Energy, 1000 kVA, 4554 kWh, ~218 min	Each	N/A	\$ 3,257,104		N/A	1	3	\$ 2,540,541	22.00%
Time Shift - 60 Hz ES 5.1 MW-hr, 3x 20', Energy, 1000 kVA, 5060 kWh, ~242 min	Each	N/A	\$ 3,461,724		N/A	1	3	\$ 2,700,145	22.00%
Time Shift - 60 Hz ES 5.6 MW-hr, 3x 20', Energy, 1000 kVA, 5566 kWh, ~267 min	Each	N/A	\$ 3,705,829		N/A	1	3	\$ 2,890,547	22.00%
Time Shift - 60 Hz ES 6.1 MW-hr, 3x 20', Energy, 1000 kVA, 6072 kWh, ~291 min	Each	N/A	\$ 3,948,694		N/A	1	3	\$ 3,079,981	22.00%
Time Shift - 60 Hz ES 6.6 MW-hr, 3x 20', Energy, 1000 kVA, 6578 kWh, ~315 min	Each	N/A	\$ 4,191,559		N/A	1	3	\$ 3,269,416	22.00%
Time Shift - 60 Hz ES 7.1 MW-hr, 4x 20', Energy, 1000 kVA, 7084 kWh, ~340 min	Each	N/A	\$ 4,708,735		N/A	1	4	\$ 3,672,813	22.00%
Time Shift - 60 Hz ES 7.6 MW-hr, 4x 20', Energy, 1000 kVA, 7590 kWh, ~364 min	Each	N/A	\$ 4,903,749		N/A	1	4	\$ 3,824,924	22.00%
Time Shift - 60 Hz ES 8.1 MW-hr, 4x 20', Energy, 1000 kVA, 8096 kWh, ~388 min	Each	N/A	\$ 5,145,374		N/A	1	4	\$ 4,013,392	22.00%
Time Shift - 60 Hz ES 8.6 MW-hr, 4x 20', Energy, 1000 kVA, 8602 kWh, ~412 min	Each	N/A	\$ 5,389,479		N/A	1	4	\$ 4,203,793	22.00%
Time Shift - 60 Hz ES 9.1 MW-hr, 4x 20', Energy, 1000 kVA, 9108 kWh, ~437 min	Each	N/A	\$ 5,632,344		N/A	1	4	\$ 4,393,228	22.00%
Grid Stabilizer - 60 Hz PGS1260, 1x 20', Power, 1000 kVA, 672 kWh, ~32 min	Each	N/A	\$ 990,332		N/A	1	1	\$ 772,459	22.00%
Grid Stabilizer - 60 Hz PGS840, 1x 20', Power, 840 kVA, 448 kWh, ~25 min	Each	N/A	\$ 853,487		N/A	1	1	\$ 665,720	22.00%

Pre-Approved Confirmation Vendors

Pre-Approved Confirmation Vendors do not require confirmation justification memos.

Sub-commodity code 012

Note: For all Pre Approved Confirmation Purchase Orders, this list must be added to Laserfiche as back-up.

Current As Of August 2, 2018

Approved Vendors	Vendor Number	Product/ Service
Bob Steele Chevrolet Inc.	30	Accident repair only (not regular service)
Bryant, Miller & Olive	7550	Legal
Burnett Lime Co.	8684	Repair and Maintenance Calflo Liquid Lime
City of Cocoa Utilities	335	Water Meter Bills
Dana Safety Supply (DSS)	9628	Public Safety and Utility lighting and equipment –Fleet only
FEC ROW (f.k.a. FDG Flagler Station)	9082	Pipe Crossings
Federal Express Corp. (FEDEX)	452	Shipping
Fiserv Solutions, Inc.	1211	Electronic payments
Fisher & Phillips	2867	Legal
FL Division of Worker's Comp	7596	WC Assessment
FL Municipal Insurance Trust	7791	Insurance
FL Municipal Insurance Trust/Talla	5515	Insurance
Florida East Coast Railway LLC	1987	Railroad Crossing Maintenance
Florida East Coast Railway Orlando	7268	Railroad Crossing Maintenance
Florida Today	4155	Legal Ads
Florida Unemployment Comp. Fund	2018	Unemployment Compensation
Garganese, Weiss & D'Agresta, P.A.	6691	Legal
GATTO's Tire & Auto Service	60	Tires & Service—Fleet only
Glover Oil Co., Inc.	598	Fuel
Lewis, Longman & Walker	6791	Legal
Lisa Cullen, Brevard Tax Collector	2752	Taxes, Postage Notices, Lockbox
Office of State Attorney	8582	Police Matters
Progressive Document Destruction	6375	Shredding Documents
Ring Power Orlando	7604	Caterpillar Generator Repair & Maintenance
Ring Power Palm Bay	1677	Caterpillar Generator Repair & Maintenance
Scott Ellis, Clerk of Court	5981	Recording Fees
Solid Waste Management	5123	Land Fill Charges
Stericycle, Inc.	9235	Disposal of Biohazardous Waste
Supervisor of Elections	912	Election Poll Fees
Total Admin. Services Corp.	9943	Flexible Spending Account (FSA) Admin Fees
Trane Maitland	9530	Dyal WTP, Utilities Building & Booster Stations
Trane Orlando Co.	6762	Dyal WTP, Utilities Building & Booster Stations
Tron's Auto Towing	6056	Towing Service
United Parcel Service (UPS)	312	Shipping
Water Treatment & Controls	1345	Emergency Repairs for Wallace & Tiernan Equip
Xylem Water Solutions USA, Inc. (PA)	1240	Ozone Generators Emergency Repairs

Approved by:



City Manager

8/15/18
Date

CITY COUNCIL AGENDA ITEM

Memo Date: September 3, 2025
Agenda Date: September 23, 2025
File ID: 2025-886
Prepared By: Robert Beach, Chief Technology Officer
Through:
Requested Action: Authorize the City Manager to negotiate and approve a multi-year maintenance agreement and related lease agreements through Sissine's Office Systems, Inc who is an authorized distributor of information technology critical infrastructure.

BACKGROUND:

The City of Cocoa has leased and maintained its copier fleet through Sissine's Office Systems, Inc., which has provided a streamlined vendor relationship and improved service reliability compared to prior agreements. The current lease is now concluding, and the City has worked with departments to evaluate both usage patterns and functional needs for printing, copying, and scanning services.

Under the proposed agreement:

- Purchase of Existing Equipment: The City will retain ownership of 21 existing copiers for a one-time lump sum payment of \$42,808.36. Sissine's will continue to provide maintenance on these devices at a per-image cost for black & white and color copies, as defined in the "City of Cocoa Purchase to Keep Existing Equipment Order"
- Lease of New Equipment: The City will lease 16 new copiers to replace existing devices where newer or enhanced capabilities were requested. The new devices and related equipment are specified in the "City of Cocoa Upgrade Order"
- Lease Terms: The new lease is a 63-month agreement with a monthly payment of \$5,487.28, which represents a monthly reduction of \$680.01 from the City's previous lease.

This lease structure balances cost efficiency with improved capabilities, ensuring that departments have modern devices where needed, while extending the useful life of existing equipment that remains serviceable.

Pricing in the lease agreement is based on established competitive pricing through Sissine's Office Systems, Inc.

******* Additional details and specifications of the equipment are CONFIDENTIAL PER FS 119.0725 *******

PRIORITY AREA CONNECTION:

Organizational Effectiveness

BUDGETARY IMPACT:

Budgetary Impact/Multi-Year Contract

FY26-FY31 Budgetary Impact

Lease Payments:

Amount Requested: \$345,699.00 (63 months at \$5,487.28 per month)

Account Number: 001-1203-516.71-30 (Principal)

Account Number: 001-1203-516.72-30 (Interest)

Account Name: Information Systems / Rental and Leases

FY25 Budgetary Impact

Purchase of Existing Equipment:

BAF 25-072-T

One-time payment total: \$42,808.36

<u>Account</u>	<u>Amount</u>
001-1203-516.46-00	(\$20,000)
001-1203-516.52-00	(\$16,229)
001-1203-516.52-00	(\$6,580)
001-1203-516.52-00	\$36,229
001-1203-516.64-15	\$6,580

Maintenance Agreement:

Billed on per-image usage for black & white and color copies as outlined in the agreements. Estimated annual expenditures will align with historical usage trends and be budgeted accordingly in the Information Systems / Repairs and Maintenance account.

PREVIOUS ACTION:

On May 13, 2020, City Council approved a multi-year lease agreement with Sissine's Office Systems, Inc. for copier services.

RECOMMENDED MOTION:

Authorize the City Manager to negotiate and approve a multi-year maintenance agreement and related lease agreements and addenda for copiers with Sissine's Office Systems, Inc who is an authorized distributor of information technology critical infrastructure.

Page 551 of 759

CITY COUNCIL AGENDA ITEM

Memo Date: September 4, 2025
Agenda Date: September 23, 2025
File ID: 2025-889
Prepared By: Robert Beach, Chief Technology Officer
Through: Robert Beach, Chief Technology Officer
Requested Action: Authorize renewal of maintenance agreement to provide critical IT infrastructure, pending the adoption of the FY26 Budget.
Approved resolution to waive competitive bidding.

BACKGROUND:

PRIORITY AREA CONNECTION:

Public Safety/Community Standards

BUDGETARY IMPACT:

The Aegis Public Safety software suite was purchased from New World Systems in 2010 to provide Computer Aided Dispatch and Records Management. This maintenance agreement provides software protection and support for all Aegis modules previously licensed by the City.

The renewal with Tyler Technologies will continue the current level of maintenance and support services provided by Tyler for the term of October 1, 2025, through September 30, 2026. The agreement continues as year-to-year with the City agreeing to an additional year of service at the end of each year by timely payment of the renewal invoice issued by Tyler. If the City wishes to discontinue service, it can do so by simply not paying the renewal invoice issued at the end of the service year. It is in the best interests of the City to continue the use of Tyler Technologies, Inc. at this time as the City is not desiring to change the software used for Computer Aided Dispatch (CAD) and Records Management (RM).

The maintenance renewal for FY2026 is \$139,373.13 which represents a 5% increase from the previous year maintenance of \$132,736.56.

Staff recommends that a resolution to waive competitive bidding also be approved to support this request.

STRATEGIC PLAN CONNECTION:

The Aegis Public Safety software suite is an essential tool used by Cocoa Police and Fire Departments. Renewing the annual maintenance agreement will ensure public safety operations continue to perform at the high level of stability and accuracy required.

BUDGETARY IMPACT:
One-Year Maintenance Renewal

Tyler Technologies, Inc., Support Agreement
Amount Requested: \$139,374.00
Account Number: 001-1203-516.56-15
Account Name: IT-Related Operating Expenses

PREVIOUS ACTION:

City Council approved the original agreement on June 22, 2010, including a five (5) year maintenance agreement that expired on September 30, 2015. On January 25, 2016, the City Council approved the purchase of New World's Premier Software Maintenance Agreement for a five (5) year duration that will expire on September 30, 2020, and on May 27, 2020, City Council approved a year-to-year agreement for software support with Tyler Technologies, Inc. The current agreement allows for the City to indicate its agreement to renew by timely payment of a renewal invoice issued by Tyler each year. Council has approved the support agreement each subsequent year.

RECOMMENDED MOTION:

Authorize renewal of maintenance agreement to provide critical IT infrastructure, pending the adoption of the FY26 Budget. Approved resolution to waive competitive bidding.

RESOLUTION NO. 2025-068

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, that:

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

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a Regular Meeting assembled on the 23rd day of September 2025.

Michael C. Blake, Mayor

ATTEST:

Monica Arsenault, CMC, City Clerk

EXHIBIT “A”

To Resolution No. 2025-068

The City Manager recommends that the competitive bidding requirement be waived, by reason of sole source, for the costs associated with the renewal of the New World Systems Corporation Premier Software Maintenance Agreement provided by Tyler Technologies Inc.

Supporting documentation has been provided toward justification of the waiver, based on sole source, as an exception to the sealed bidding process; and based on this documentation, I support approval of this resolution.

Stockton Whitten
City Manager

CITY COUNCIL AGENDA ITEM

Memo Date: September 11, 2025
Agenda Date: September 23, 2025
File ID: 2025-911
Prepared By: Alexis Crespo, Planning Consultant, RVi
Through: Stockton Whitten, City Manager
Requested Action: Consideration on First Reading of a Land Development Code Text and Map 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. [Request to postpone to a date certain of October 14th, 2025]

BACKGROUND:

Staff requests that City Council postpone to a date certain of October 14th, 2025 the First Reading of Ordinance 02-2025. The postponement is being requested on behalf of several of the affected property owners.

PRIORITY AREA CONNECTION:

Economic and Community Development

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

September 10, 2025: Planning and Zoning Board voted to recommend that City Council APPROVE Ordinance 02-2025.

RECOMMENDED MOTION:

Postpone this item to a date certain of October 14th, 2025.

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 , was published on the publicly accessible website of Brevard County, Florida, or in a newspaper by print in the issues of, on:

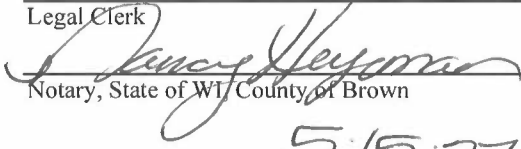
08/26/2025

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 08/26/2025



Legal Clerk



Notary, State of WI/ County of Brown

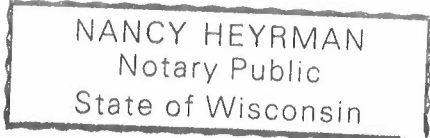
5.15.27

My commission expires

Publication Cost:	\$647.84	
Tax Amount:	\$0.00	
Payment Cost:	\$647.84	
Order No:	11595337	# of Copies:
Customer No:	1127247	1
PO #:	PZ FCOD ZTA CP Sept 10 Final	

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NANCY HEYRMAN
Notary Public
State of Wisconsin

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 EXHIBITS "A" AND "B" 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 PARCEL ID NUMBERS:

24-36-33-31-C-1, 24-36-33-32-1, 24-36-33-30-1, 24-36-33-00-251, 24-36-33-00-289, 24-36-33-30-15, 24-36-33-30-8, 24-36-33-31-A-5, 24-36-33-31-C-2, 24-36-33-30-21.03, 24-36-33-30-21.04, 24-36-33-00-253, 24-36-33-31-R-4, 24-36-33-31-R-3, 24-36-33-31-R-5, 24-36-33-31-R-1, 24-36-33-31-R-2, 24-36-33-32-9, 24-36-33-00-288, 24-36-33-32-7, 24-36-33-31-D-11, 24-36-33-31-D-12, 24-36-33-31-D-13, 24-36-33-00-258



PLANNING & ZONING BOARD/ LOCAL PLANNING AGENCY
PUBLIC HEARING WILL BE HELD ON

Sept 10, 2025

CITY COUNCIL PUBLIC HEARING WILL BE HELD ON

Sept 23, 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 marсенault@cocoafl.gov.

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/29120338/City-Meetings>

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Viewing In Real Time. Interested persons may view and listen to the hearings live at the following internet address: <https://www.cocoafl.gov/29120338/City-Meetings>. The City is not responsible for technical difficulties that may occur while viewing or listening online.

F-42425812

CITY COUNCIL AGENDA ITEM

Memo Date: September 11, 2025
Agenda Date: September 23, 2025
File ID: 2025-912
Prepared By: Alexis Crespo, Planning Consultant, RVi
Through: Stockton Whitten, City Manager
Requested Action: Consideration on First Reading 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. [Request to postpone to a date certain of October 14th, 2025]

BACKGROUND:

Staff requests that City Council postpone to a date certain of October 14th, 2025 the First Reading of Ordinance 01-2025. The postponement is being requested on behalf of several of the affected property owners.

PRIORITY AREA CONNECTION:

Economic and Community Development

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

September 10, 2025: Planning and Zoning Board voted to recommend that City Council APPROVE Ordinance 01-2025.

RECOMMENDED MOTION:

Postpone this item to a date certain of October 14th, 2025.

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 , was published on the publicly accessible website of Brevard County, Florida, or in a newspaper by print in the issues of, on:

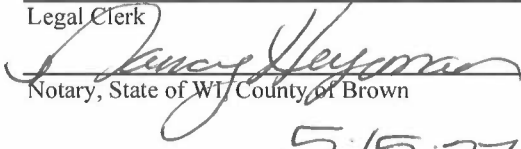
08/26/2025

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 08/26/2025



Legal Clerk



Notary, State of WI/ County of Brown

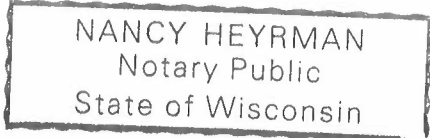
5.15.27

My commission expires

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Tax Amount:	\$0.00	
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Customer No:	1127247	1
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NANCY HEYRMAN
Notary Public
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CITY OF COCOA

NOTICE OF PUBLIC HEARING

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PLANNING & ZONING BOARD/ LOCAL PLANNING AGENCY
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Sept 10, 2025

CITY COUNCIL PUBLIC HEARING WILL BE HELD ON

Sept 23, 2025

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PF-42425812

CITY COUNCIL AGENDA ITEM

Memo Date: September 9, 2025
Agenda Date: September 23, 2025
File ID: 2025-907
Prepared By: Lucilene Ribeiro, Planner
Through: Stockton Whitten, City Manager
Requested Action: Approve Ordinance No. 11-2025 amending Chapter 14, Offenses and Miscellaneous Provisions, Article III, Sidewalk Cafés, Section 14-68, "Permit Fees," to provide that the annual permit fee shall be established by the Planning and Zoning Fee Resolution adopted by City Council.

BACKGROUND:

In 1999, the City Council adopted Ordinance 2-99, known as the City of Cocoa Sidewalk Café Ordinance, which established provisions for the operation of sidewalk cafés in the Cocoa Village Overlay Zoning District and designated boundaries for temporary café areas.. Ordinance 2-99 set forth definitions, application requirements, insurance and liability standards, permitting procedures, enforcement mechanisms, and an initial application and annual permit fee.

The proposed Ordinance No. 11-2025 updates Section 14-68 of the City Code to align sidewalk café permit fees with the City's Planning and Zoning Fee Schedule. Instead of being hard-coded into the ordinance, the annual sidewalk café permit fee will now be determined by City Council resolution, consistent with the Planning & Zoning Fee Schedule. This change provides flexibility for Council to adjust sidewalk café fees as needed to reflect administrative costs, inflation, or policy changes, without requiring a code amendment.

The update promotes transparency and consistency in fee administration by consolidating all planning and zoning-related fees, including those for sidewalk cafés, under a single, Council-adopted fee schedule. This approach also ensures that future adjustments can be made efficiently as part of the broader fee resolution process.

PRIORITY AREA CONNECTION:

Economic and Community Development

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

- Ordinance 2-99 was adopted by City Council on January 26, 1999, creating the Sidewalk Café Ordinance

- Ordinance 13-2022 authorized the adoption of planning and zoning fees by resolution

RECOMMENDED MOTION:

Approve Ordinance No. 11-2025 amending Chapter 14, Offenses and Miscellaneous Provisions, Article III, Sidewalk Cafés, Section 14-68, “Permit Fees,” to specify that the annual permit fee shall be established by the Planning and Zoning Fee Resolution adopted by City Council.

ORDINANCE NO. 11-2025

AN ORDINANCE OF THE CITY OF COCOA, FLORIDA, AMENDING CHAPTER 14, *OFFENSES AND MISCELLANEOUS PROVISIONS*, ARTICLE III, *SIDEWALK CAFES*, SECTION 14-68, *PERMIT FEE*, TO SPECIFY THAT THE ANNUAL PERMIT FEE FOR SIDEWALK CAFES SHALL BE ESTABLISHED VIA RESOLUTION OF THE CITY COUNCIL; PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, under its broad exercise of home rule powers established by section 2 (b), Art. VIII of the Florida Constitution, and Section 166.021, Florida Statutes, the City Council of the City of Cocoa, Florida, is authorized to establish fee schedules; and

WHEREAS, the City Council also has express statutory authority to establish appropriate user charges and fees which are necessary for the conduct of municipal government, See § 166.201, Fla. Stat.; and

WHEREAS, Chapter 14, *Offenses and Miscellaneous Provisions*, Article III, *Sidewalk Cafes*, Section 14-68, *Permit Fees*, provides that a fixed annual permit fee of twenty-five dollars (\$25.00) is required for all sidewalk cafes operating within the City; and

WHEREAS, the City Council desires to update Section 14-68 to provide that the permit fee for sidewalk cafes shall be set via resolution of the City Council, rather than providing a codified fixed fee of \$25.00; and

WHEREAS, setting sidewalk cafe fees via resolution of the City Council promotes transparency and consistency in fee administration by consolidating all planning and zoning-related fees, including those for sidewalk cafés, under a single, Council-adopted fee schedule, and ensures that future fee adjustments can be made efficiently as part of the broader fee resolution process; and

WHEREAS, the City Council deems it to be in the best interest of the welfare of the City of Cocoa and its citizens to adopt this Ordinance.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COCOA HEREBY ORDAINS, AS FOLLOWS:

Section 1. Recitals. The foregoing recitals are true and correct and are fully incorporated herein by this reference.

Section 2. Code Amendment. Section 14-68 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 Section 14-68. It is intended that the text in Section 14-68 not modified by this

Ordinance shall remain unchanged from the language existing prior to the adoption of this Ordinance).

Sec. 14-68. - Permit fee.

An annual permit fee shall be established by the Planning and Zoning Fee Resolution adopted by the City Council ~~of twenty-five dollars (\$25.00) is hereby established~~. There shall be no prorations for permits less than one (1) year in duration or for permits suspended or revoked pursuant to section 14-69.

* * *

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: _____

ORDINANCE NO. 2-99

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA ADOPTING CODE PROVISIONS TO ALLOW SIDEWALK CAFES WITHIN THE AREA DESIGNATED THE COCOA VILLAGE OVERLAY ZONING DISTRICT AND OTHER LIMITED TEMPORARY CAFE ZONES WHICH MAY BE APPROVED BY THE CITY COUNCIL FROM TIME TO TIME BY RESOLUTION; PROVIDING DEFINITIONS; PROVIDING FOR CAFE ZONE DESIGNATIONS; PROVIDING PERMIT PROCEDURES AND APPLICATION REQUIREMENTS; PROVIDING STANDARDS AND CRITERIA FOR REVIEWING AND APPROVING APPLICATIONS; PROVIDING LIABILITY AND INSURANCE REQUIREMENTS; PROVIDING FOR PERMIT ISSUANCE AND THE PERMIT FORM; PROVIDING PROVISIONS FOR THE DENIAL, REVOCATION, AND SUSPENSION OF PERMITS; PROVIDING FOR APPEALS TO THE CITY COUNCIL; ESTABLISHING AN APPLICATION AND ANNUAL PERMIT FEE; PROVIDING ADDITIONAL TEMPORARY CAFE ZONE REQUIREMENTS; PROVIDING REGULATIONS FOR ALCOHOLIC BEVERAGES; PROVIDING FOR PENALTIES AND ENFORCEMENT REMEDIES; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS; PROVIDING FOR INCORPORATION INTO THE CODE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Cocoa, Florida, hereby finds that allowing sidewalk cafes in certain limited areas designated as cafe zones will enhance the urban environment by improving the cultural ambiance and character of those areas; and

WHEREAS, the City Council further finds that sidewalk cafes in the Cocoa Village Overlay District could promote tourism within the City of Cocoa; and

WHEREAS, the City Council deems that this Ordinance is in the best interests of the public health, safety, and welfare of the citizens of Cocoa.

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 if fully stated in the body of this Ordinance.

Section 2. Sidewalk Cafe Provisions Codified. Cocoa Code, Chapter 14, is hereby

amended as follows (underlined type indicates additions):

SEC. 14-200. Short Title; Definitions.

- (a) **Short Title.** Sections 14-200 through 14-260 of the Cocoa Code of Ordinances shall be known and be cited as the "City of Cocoa Sidewalk Cafe Ordinance."
- (b) **Definitions.** As used in the City of Cocoa Sidewalk Cafe Ordinance, the following words or phrases shall have the meaning ascribed to them below unless the context clearly indicates otherwise.
 - (1) **"Cafe Zones"** shall mean those geographical areas designated by the City Council in Section 14-205.
 - (2) **"City Manager"** shall mean the City Manager of the City of Cocoa, Florida or his designee.
 - (3) **"Permittee"** shall mean a person in whose name a permit to operate a sidewalk cafe has been issued under the terms and provisions of the City of Cocoa Sidewalk Cafe Ordinance.
 - (4) **"Person"** shall include, but is not limited to, individuals, partnerships, corporations, associations, joint ventures, estates, trusts, business trusts, syndicates, fiduciaries, or any other legal entity.
 - (5) **"Sidewalk"** shall mean that portion of the street between the curbline or the lateral lines of a roadway and the adjacent property line intended for use by pedestrians and shall also include public alleyways, plazas, and similar open areas intended for use by pedestrians that are adjacent to buildings.
 - (6) **"Sidewalk Cafe"** shall mean the placing, locating, or permitting of chairs, benches, tables, and other objects within the sidewalk area adjacent to and within 75 feet of a business duly licensed to operate a restaurant, bar, lounge, ice cream shop, or coffee shop.
 - (7) **"Permit"** shall mean a permit issued by the City Manager to operate a sidewalk cafe pursuant to the City of Cocoa Sidewalk Cafe Ordinance.

SEC 14-205. Designated Cafe Zone. Sidewalk cafes shall only be permitted within the following geographical areas designated as "cafe zones" by the City Council:

- (a) Cocoa Village Overlay Zoning District. (as defined in the Central Business District Zoning Regulations).

- (b) Temporary cafe zones established by the City Council, by resolution, in order to test the feasibility of enumerating that temporary cafe zone as an additional cafe zone under this section. Temporary cafe zones may be permitted for limited time periods approved by the City Council, but are limited to a maximum duration of one (1) year. A temporary cafe zone may also be subject to special restrictions in addition to those set out in the City of Cocoa Sidewalk Cafe Ordinance whenever the City Council deems it necessary to protect the public health, safety, and welfare. Duration and special restrictions shall be made part of the resolution establishing the temporary cafe zone. Temporary cafe zones shall also be subject to the requirements of Section 14-245.

SEC 14-210. Permit Required.

- (a) No person shall establish or operate a sidewalk cafe without a permit. A permit issued under the City of Cocoa Sidewalk Cafe Ordinance shall be considered regulatory in nature.
- (b) Permits shall only be issued to a validly licensed and permitted restaurant, bar, lounge, ice cream shop, or coffee shop that desires to provide chairs, benches, tables and other approved objects on the sidewalk(s).
- (c) Sidewalk cafes located on a state right-of-way require approval from the Florida Department of Transportation prior to issuance of a permit hereunder.
- (d) A person who desires a permit to operate a sidewalk cafe shall submit to the City Manager an application for a permit on a form provided by the City Manager.

SEC. 14-215. Permit Application.

- (a) An application for a permit shall be made to the City Manager in a form deemed appropriate by the City Manager. Such application shall include at a minimum the following information:
- (1) Name and address of the applicant;
 - (2) A copy of a valid business license to operate a restaurant, bar, lounge, ice cream shop, or coffee shop within a building that is adjacent to the sidewalk area which is the subject of the application;
 - (3) A copy of a certificate demonstrating current liability insurance;
 - (4) A scaled drawing (minimum scale of one-fourth inch equals one foot) showing the layout and dimensions of the existing sidewalk area and adjacent

private property, proposed location, size and number of tables, chairs, umbrellas, location of doorways, location of trees, parking meters, bus shelters, sidewalk benches, trash receptacles, and any other sidewalk obstruction or object either existing or proposed within the pedestrian area; and

- (5) Photographs, drawings or manufacturers' brochures fully describing the appearance of all proposed tables, chairs, umbrellas or other objects being proposed to be used in the sidewalk cafe.
- (b) Within sixty (60) days of receipt of a completed application, the City Manager shall issue a letter of intent to approve or a letter denying the permit.
- (c) If the City Manager issues a letter of intent to approve an application, the applicant shall have sixty (60) days to provide the following additional documentation prior to the actual issuance of the permit:
 - (1) Insurance policy endorsement meeting the insurance requirements of Section 14-225.
 - (2) Execute an indemnity and hold harmless agreement required by Section 14-225.
 - (3) If beer and/or wine will be served at the sidewalk cafe, written proof from the Florida Division of Alcoholic Beverages that the sidewalk area has been included into the alcohol licensed premises pursuant to the Florida Beverage Laws.

If the applicant fails to provide the additional documentation within the time prescribed, the application shall automatically be deemed withdrawn and denied. However, the City Manager may allow an additional thirty (30) days to submit the documentation if the City Manager determines that the applicant's failure to meet the sixty (60) day time period was not the applicant's fault. If the application is denied pursuant to this subsection (c), the applicant shall be required to file a new application if a permit is still desired by the applicant.

SEC. 14-220. Standards and Criteria.

- (a) Sidewalk cafes are only permitted as an accessory use to a duly licensed and permitted restaurant, bar, lounge, ice cream shop, or coffee shop.
- (b) Sidewalk cafes are restricted to the frontage of, or adjacent to, the duly licensed and permitted restaurant, bar, lounge, ice cream shop, or coffee shop or in the front of

other businesses that are adjacent to said duly licensed and permitted business. In the event the applicant desires to use an area in front of an adjacent business, the applicant shall submit a written statement from the owner of the adjacent property and any tenant, if different than the owner, that shows the owner of the adjacent property and the tenant approve of the applicant's application to establish and operate a sidewalk cafe in front of the adjacent property. The adjacent property owner or tenant shall have the right to revoke said approval at any time, provided said revocation is in writing and the City Manager is given at least ten (10) days notice.

- (c) Permits shall not be issued where the sidewalk cafe would interfere with a bus stop, taxi stand, counter service window, or any access ramp for the disabled.
- (d) Tables, chairs, benches, or other objects shall not be placed within three feet of a pedestrian crosswalk.
- (e) All tables, chairs, benches, or other objects within a sidewalk cafe shall be arranged at all times in a manner that provides a minimum three (3) foot clear pedestrian path. The paths can be maintained in any configuration. As circumstances dictate, a wider path may be required to protect the public health, safety, and welfare.
- (f) Temporary objects, including potted landscaping, shall be permitted within the sidewalk cafe area.
- (g) The sidewalk cafe area shall be clearly marked by decorative barricades, ropes, railings, or similar kinds of barriers, provided the decorative aspects of the barriers are in keeping with the character of the area in which the sidewalk cafe is located.
- (h) Tables, chairs, benches, and any other objects associated with the sidewalk cafe shall be of quality design, materials and workmanship to ensure safety and convenience of users and to enhance the visual and aesthetic quality of the urban environment. Design, materials, and colors shall be compatible and harmonious with the urban environment and shall compliment the design and paint colors on the building associated with the sidewalk cafe.
- (i) Pass through windows, take out windows or similar types of windows are not permitted. Service of the sidewalk cafe shall be from a main doorway of the building associated with the sidewalk cafe.
- (j) Cooking facilities are prohibited within the sidewalk cafe area. All food or drinks served within the cafe area shall be prepared inside the building associated with the sidewalk cafe.
- (k) Signage shall not be allowed in the sidewalk cafe area, except one menu board.

signage pursuant to Section 14-255, and signage on the building associated with the sidewalk cafe, if allowed pursuant to the City's Sign Code.

SEC. 14-225. Insurance and Liability.

(a) Prior to the issuance of a permit, the applicant shall submit to the City Manager a signed instrument agreeing to indemnify and hold harmless the City, and its council members, officers, employees, and attorneys. The signed instrument shall be in a form acceptable to the City Attorney and City Manager, but at a minimum, the instrument shall state the applicant will indemnify and hold the City harmless against liability, including court costs and reasonable attorneys fees, through all appellate proceedings, for any and all claims for damage to property, or injury to, or death of, persons arising out of or resulting from the issuance of the permit to establish and operate a sidewalk cafe.

(b) Any person issued a permit shall furnish proof of insurance of the types and amounts set forth below:

(1) Minimum insurance policy limits:

Any person issued a permit shall maintain Commercial General Liability Insurance covering the sidewalk cafe with a minimum per occurrence limit of not less than \$1,000,000 and with a deductible amount not more than \$1,000. The City of Cocoa shall be named as an additional insured on the Commercial General Liability Insurance Policy, as the City's interests may occur.

Any person issued a permit and involved in the sale or furnishing of alcoholic beverages shall also maintain Liquor Liability Insurance covering the sidewalk cafe with a minimum per occurrence limit of not less than \$1,000,000 and with a deductible amount not more than \$1,000. The City of Cocoa shall be named as an additional insured on the Liquor Liability Insurance Policy, as the City's interest may occur.

(2) Proof of Insurance:

The required insurance coverage shall be obtained by the applicant at the applicant's sole expense. The applicant shall submit proof of insurance in the form of a Certificate of Insurance and copies of the actual Policy Endorsements naming the City of Cocoa as an additional insured and providing for not less than thirty (30) days written notice of cancellation, expiration or termination of any insurance coverage provided herein.

SEC. 14-230.

Issuance; Form and Conditions of Permit.

- (a) The permit shall be issued on a form prescribed by the City Manager. The permit shall contain an exhibit attached to and made part of the permit depicting the exact location and objects approved for the sidewalk cafe.
- (b) The permit shall not be transferable.
- (c) The permit shall be effective for one (1) year, subject to annual renewal.
- (d) The permit shall be subject to suspension by the City Manager during special or community events. Nothing contained in the City of Cocoa Sidewalk Cafe Ordinance shall be construed as allowing a permittee to maintain and operate a sidewalk cafe during special or community events. If suspended, the City Manager may require the temporary removal of all or part of the sidewalk cafe. The permittee shall not be entitled to a refund or abatement of the annual permit fee for such suspension of the permit.
- (e) The City Manager may require the temporary removal of sidewalk cafes when street, sidewalk, or utility repairs necessitate such action. The permittee shall not be entitled to a refund or abatement of the annual permit fee for such temporary removal of sidewalk cafes.
- (f) The Utilities Department, the Police Department, and the Fire Department may immediately remove or relocate all or part of the sidewalk cafe in emergency situations. The City and its officers and employees shall not be responsible for sidewalk cafe components relocated during emergencies.
- (g) The permit shall be specifically limited to the sidewalk cafe area shown on the exhibit attached to and made a part of the permit.
- (h) The permittee shall use positive action to assure that its use of the sidewalk in no way interferes with sidewalk users or limits their free unobstructed passage.
- (i) The sidewalk cafe shall be opened for use by the general public and such use shall not be restricted to patrons of the permittee.
- (j) Permittees holding an occupational license or certificate of use limited to takeout food or service shall not be permitted to provide table service in the sidewalk cafe. However, this shall not relieve the permittee of the responsibility to maintain the sidewalk cafe as required in this section.
- (k) Tables, chairs, benches and any other objects provided with a sidewalk cafe shall be

maintained with a clean and attractive appearance and shall be in good repair at all times.

- (l) The sidewalk area covered by the permit shall be maintained in a neat and orderly appearance at all times, and the area shall be cleared of all debris on a periodic basis during the day and again at the close of each business day.
- (m) No general advertising signs or identification signs shall be permitted in the sidewalk and public right-of-way; this shall not prohibit the use of the valance portion of umbrellas from carrying the name and logo of the business operating the sidewalk cafe.
- (n) No tables, chairs, benches, nor any other objects of sidewalk cafes shall be attached, chained or in any manner affixed to any tree, post, sign, or other fixtures, curb or sidewalk within or near the permitted sidewalk area.
- (o) The permit covers only the public sidewalk. Tables, chairs, and benches on private property will be governed by other applicable regulations, if any.
- (p) The sidewalk cafe shall consist of no permanent improvement.
- (q) The sidewalk cafe shall involve no permanent encroachments protruding from, across or through the adjacent sidewalk area or right-of-way.

SEC. 14-235. Permit Fee.

- (a) An annual permit fee of Twenty-Five Dollars (\$25.00) is hereby established. There shall be no prorations for permits less than one (1) year in duration or for permits suspended or revoked pursuant to Section 14-240.

SEC. 14-240. Denial, Revocation or Suspension of Permit.

Without any limitation whatsoever on the City's police powers, the City Manager shall have the authority to immediately suspend or revoke a sidewalk cafe permit, as follows:

- (a) Any necessary business or health permit has been suspended, revoked or canceled.
- (b) The permittee does not have the requisite insurance which is required by Section 14-225.
- (c) Changing conditions of pedestrian or vehicular traffic cause congestion necessitating removal of the sidewalk cafe. Such decision shall be based upon findings of the City Manager that the minimum pedestrian path is insufficient under existing

circumstances and represents a danger to the health, safety or general welfare of pedestrians or vehicular traffic.

- (d) The permittee has failed to correct violations of the City of Cocoa Sidewalk Cafe Ordinance or conditions of the permit within three (3) days of receipt of the City Manager's notice of same delivered in writing to the permittee.
- (e) The permittee provided false or misleading information on the application which was material to the approval of the permit.
- (f) Tables, chairs, benches and other objects of the sidewalk cafe may be removed by the City and a reasonable fee charged for labor, transportation and storage, should the permittee fail to remove said items within 36 hours of receipt of the City Manager's final notice to do so for any reason provided under the City of Cocoa Sidewalk Cafe Ordinance.

Upon suspension or revocation, the City Manager shall give notice of such action to the applicant or the permittee in writing stating the action which has been taken and the reason thereof. If the action of the City Manager is based on subsections (a), (b) or (c) of this section, the action shall be effective upon giving such notice to permittee. Otherwise, such notice shall become effective within five (5) days unless appealed to the City Council.

SEC. 14-245. Temporary Cafe Zones.

Due to the experimental nature of a temporary cafe zone, such zones may be terminated at any time by resolution of the City Council if the City Council determines that the public health, safety, and welfare is served by the immediate revocation and termination. Nothing contained in the City of Cocoa Sidewalk Cafe Ordinance shall be construed as allowing a temporary cafe zone to exist for the maximum duration allowed herein.

SEC. 14-250. Appeals.

- (a) A suspension or revocation of a permit may be appealed to the City Council by a permittee by filing a notice of appeal with the City Clerk within ten (10) days of the receipt of a notice of suspension or revocation from the City Manager. The City Clerk shall schedule a hearing before the City Council within thirty (30) days of receiving the notice of appeal. Said hearing shall be conducted within the thirty (30) day time period. The City Council shall conduct said hearing substantially within the suspension and revocation procedure set forth in Cocoa Code Section 12-10 pertaining to occupational licenses. Any decision of the City Council shall be final.
- (b) The filing of a notice of appeal by a permittee shall not stay an order of the City Manager to remove a sidewalk cafe or parts thereof. The sidewalk cafe or parts

thereof shall be removed as required by the City Manager pending disposition of the appeal and final decision of the City Council.

SEC. 14-255. Alcoholic Beverages.

- (a) If the permittee will be serving beer and/or wine at the sidewalk cafe, the permittee shall post a sign, visible at all exit points of the sidewalk cafe, legibly stating in English that it is unlawful to remove alcoholic beverages in open or unsealed containers from the licensed premises. Beer and/or wine may be served by the permittee for consumption at the sidewalk cafe area provided the requirements of the City of Cocoa Sidewalk Cafe Ordinance are complied with. The service of alcoholic beverages other than beer and wine is strictly prohibited. The consumption of beer and/or wine within the sidewalk cafe area shall be a limited exception to the City of Cocoa's alcoholic beverage open container laws contained in Chapter 4 of the Cocoa Code. The consumption of beer and/or wine on or upon any street or sidewalk outside the sidewalk cafe area is strictly prohibited as provided by Chapter 4 of the Cocoa Code.
- (b) It shall be unlawful for any permittee to intentionally, knowingly, or recklessly allow any person that is served beer and/or wine at the permittee's alcohol licensed premises to remove or consume such beer and/or wine outside the sidewalk cafe area.

SEC. 14-260 Penalties.

Any person who operates or causes to be operated a sidewalk cafe without a valid permit or any person or permittee in violation of any provision of the City of Cocoa Sidewalk Cafe Ordinance, regardless of whether the sidewalk cafe is permitted under the City of Cocoa Sidewalk Cafe Ordinance, shall be subject to the following penalties and/or remedies:

- (a) Enforcement procedures and penalties provided in Chapter 6.3 of the City of Cocoa Code.
- (b) Pursuant to 6.3-61 of the City of Cocoa Code, a violation of Section 14-255 shall constitute a Class IV Citation Violation (\$500 civil penalty). All other violations of the Sidewalk Cafe Ordinance shall constitute a Class I Violation (\$100 civil penalty).
- (c) Notwithstanding 6.3-55(a) of the City of Cocoa Code, any code enforcement officer is authorized to issue a citation to a permittee pursuant to Chapter 6.3, Cocoa Code when, based upon personal investigation, the code enforcement officer has reasonable cause to believe that the permittee has violated Section 14-255 regardless of whether the violation constitutes a repeat violation.
- (d) In addition to the penalties and remedies above, the City may institute any

appropriate action or proceedings, at its sole and absolute discretion, to prevent, restrain, correct or abate a violation of the City of Cocoa Sidewalk Cafe Ordinance, as provided by law.

Section 3. Grace Period For Existing Sidewalk Cafes. Any person operating an existing sidewalk cafe in a cafe zone prior to the adoption of the City of Cocoa Sidewalk Cafe Ordinance shall have a grace period of thirty (30) days in which to apply for a permit hereunder. In addition, said person may continue to operate the existing sidewalk cafe until such time the City Manager approves or denies the person's application pursuant to the terms of this Ordinance.

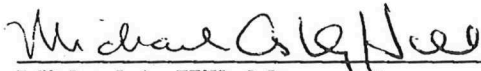
Section 4. Repeal of Prior Inconsistent Ordinances and Resolutions. All prior inconsistent ordinances and resolutions adopted by the City Council, or parts of ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

Section 5. Incorporation Into Code. This ordinance shall be incorporated into the Cocoa City Code and any section or paragraph number or letter and any heading may be changed or modified as necessary to effectuate the foregoing.

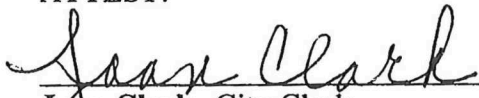
Section 6. Severability. If any section, subsection, sentence, clause, phrase, word or provision of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

Section 7. 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 26 day of January, 1999.


Michael A. Hill, Mayor

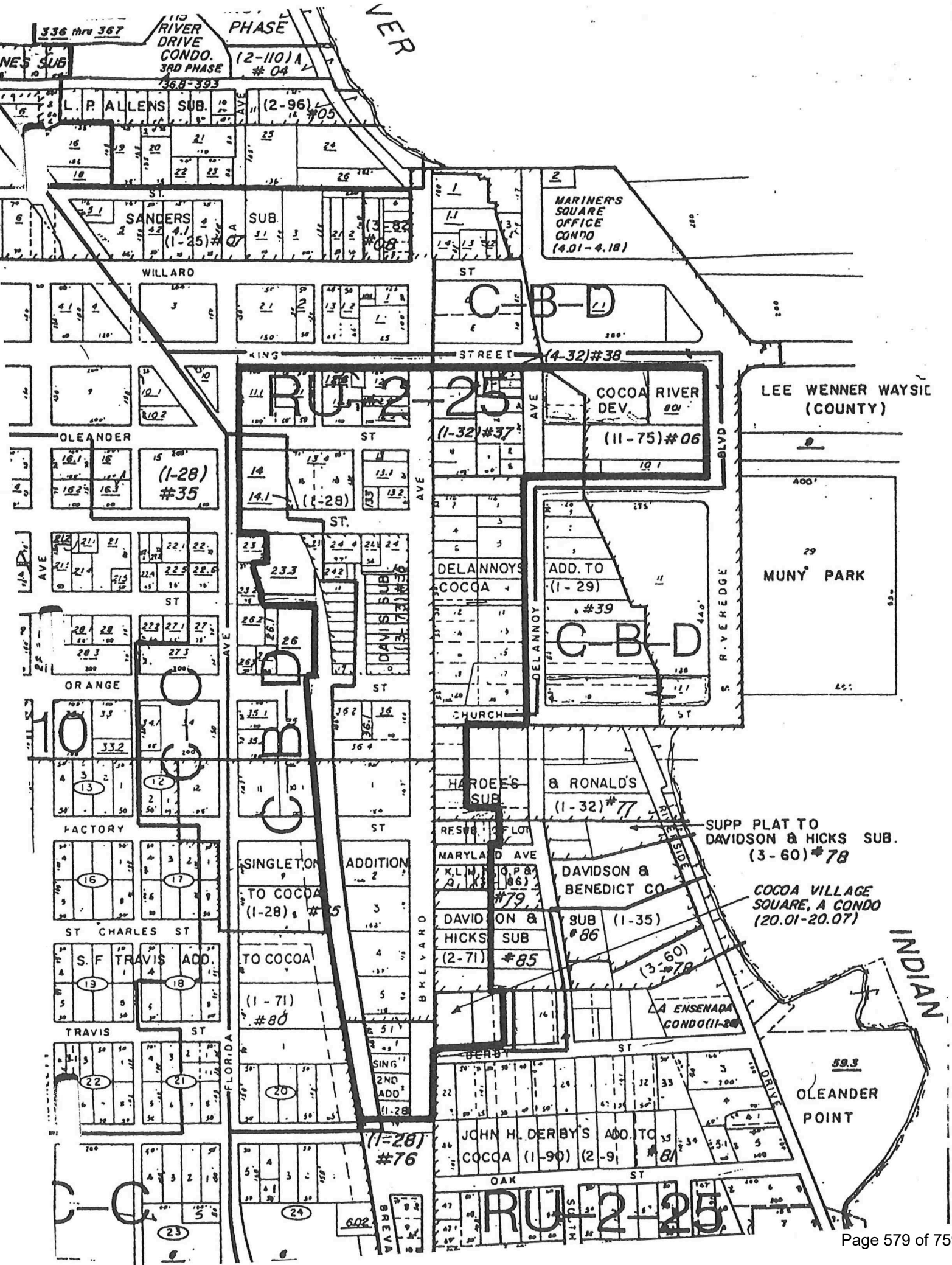
ATTEST:


Joan Clark, City Clerk

First Reading: January 12, 1999
Second Reading: January 26, 1999
Effective Date: January 26, 1999

COCOA VILLAGE OVERLAY LEGAL DESCRIPTION

The area generally bounded by King Street to the North, east to Riveredge Boulevard, south to Harrison Street, west to Delannoy Avenue, south to Church Street, west to the east side of lots fronting the east side of Brevard Avenue, south to the south side of lot 5, Hardee's and Ronald's Subdivision, east to east side of vacated street, South the Maryland Avenue, west to east side of west 16 feet of lot 4, Resubdivision of lots K, L, M, N, O, P and Q of Davidson and Hick's Subdivision, south, across Maryland Avenue, along east side of lot 10 of Resubdivision of lots K, L, M, N, O, P and Q of Davidson and Hicks Subdivision, along east side of lots fronting east side of Brevard Avenue, east then south along east side of west 25 feet of lot 18 of Davidson and Hicks Subdivision, to Derby Street, west to Brevard Avenue, south to Poinsett Drive, west on Poinsett Drive to John Garren Lane (old US1), north to Orange Street, east then north then west along border of lots 26 through 26.2, R.A. Hardee's Plat of Indian River City, to east side of lots fronting east side of Florida Avenue; then north to Magnolia Street, west to Florida Avenue, and north along Florida Avenue to King Street as more particularly described on "Zoning Map" attached hereto.



The Orlando Sentinel

Published Daily

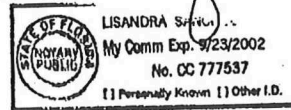
State of Florida } S.S.
COUNTY OF ORANGE

Before the undersigned authority personally appeared ARLENE THOMAS, who on oath says that he/she is the Legal Advertising Representative of The Orlando Sentinel, a daily newspaper published at COCOA in BREVARD County, Florida; that the attached copy of advertisement, being a CITY OF COCOA, FL in the matter of JAN. 26TH in the BREVARD Court, was published in said newspaper in the issue of 01/16/99

Affiant further says that the said Orlando Sentinel is a newspaper published at COCOA in said BREVARD County, Florida, and that the said newspaper has heretofore been continuously published in said BREVARD County, Florida, each Week Day and has been entered as second-class mail matter at the post office in COCOA in said BREVARD County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he/she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

The foregoing instrument was acknowledged before me this 19th day of JANUARY, 19 99 by ARLENE THOMAS who is personally known to me and who did take an oath.

(SEAL)



CITY OF COCOA, FLORIDA NOTICE OF PUBLIC HEARING

January 20, 1999

NOTICE is hereby given that the City Council of the City of Cocoa, Florida, will hold a Public Hearing at 7:00 p.m. on Tuesday, January 26, 1999, in the City Council Meeting Room located at 300 Brunson Boulevard in Cocoa.

The purpose of the Public Hearing is to consider the following ordinances on second and final reading:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA CODE OF ORDINANCES, CHAPTER 14, BY ENACTING SECTION 14-20 THROUGH 14-120, DANCE HALLS; PROVIDING SPECIFIC REGULATIONS AND REQUIREMENTS RELATIVE TO DANCE HALLS; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS; PROVIDING FOR INCORPORATION INTO THE CODE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, ADOPTING CODE PROVISIONS TO ALLOW SIDEWALK CAFE WITHIN THE AREA DESIGNATED THE COCOA VILLAGE OVERLAY ZONING DISTRICT AND OTHER LIMITED TEMPORARY CAFE ZONES WHICH MAY BE APPROVED BY THE CITY COUNCIL FROM TIME TO TIME BY RESOLUTION; PROVIDING DEFINITIONS; PROVIDING FOR SAFE ZONE DESIGNATIONS; PROVIDING PERMIT PROCEDURES AND APPLICATION REQUIREMENTS; PROVIDING STANDARDS AND CRITERIA FOR REVIEWING AND APPROVING APPLICATIONS; PROVIDING LIABILITY AND INSURANCE REQUIREMENTS; PROVIDING FOR PERMIT ISSUANCE AND THE PERMIT FORM; PROVIDING PROVISIONS FOR THE DENIAL, REVOCATION AND SUSPENSION OF PERMITS; PROVIDING FOR APPEALS TO THE CITY COUNCIL; ESTABLISHING AN APPLICATION AND ANNUAL PERMIT FEE; PROVIDING ADDITIONAL TEMPORARY CAFE ZONE REQUIREMENTS; PROVIDING REGULATIONS FOR ALCOHOLIC BEVERAGES; PROVIDING FOR PENALTIES AND ENFORCEMENT REMEDIES; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS; PROVIDING FOR INCORPORATION INTO THE CODE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

AN ORDINANCE OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA CODE OF ORDINANCES, CHAPTER 2, ADMINISTRATION, ARTICLE XIII, DEFINED CONTRIBUTION PLAN, PROVIDING FOR CORRECTION OF SCRIBER'S ERRORS IN SECTION 2-410(C)(3)(D)(1)(E), SECTION 2-413(A)(1)(B), SECTION 2-413(B)(1), SECTION 2-413(B)(3), AND SECTION 2-413(B)(5), PROVIDING FOR AN INCREASE IN THE LUMP SUM PAYMENT FROM \$3,500 TO \$5,000 IN SECTION 2-413(C); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS; PROVIDING FOR INCORPORATION INTO THE CODE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Copies of the complete ordinances are available in the City Clerk's Office, Cocoa City Hall, 603 Brevard Avenue, Cocoa, and may be reviewed Monday through Friday, 8:30 a.m. to 5:00 p.m. (holidays excepted). This is a public meeting. All interested parties may attend. The facility wherein this public meeting will be held is accessible to the physically handicapped. Members of the public are encouraged to comment on the proposed ordinances at the meeting. Comments may be submitted in writing to the Office of the City Clerk, P.O. Box 1750, Cocoa, Florida 32922, or by telephone by calling (407) 639-7555.

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.

Joan Clark, City Clerk

Page 580 of 759

ORDINANCE NO. 13-2022

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, REPEALING APPENDIX A, ZONING, ARTICLE XX OF THE ZONING ORDINANCE OF THE CITY OF COCOA; REPEALING THE SCHEDULE OF FEES, CHARGES AND EXPENSES TO BE PAID TO THE CITY UPON RECEIPT OF PLANNING AND ZONING RELATED APPLICATIONS CONTAINED THEREIN; PROVIDING FOR THE ADOPTION OF FUTURE PLANNING AND ZONING FEE SCHEDULES BY RESOLUTION; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, under its broad exercise of home rule powers established by section 2 (b), Art. VIII of the Florida Constitution, and Section 166.021, Florida Statutes, the City Council of the City of Cocoa, Florida, is authorized to establish fee schedules; and

WHEREAS, the City Council also has express statutory authority to establish appropriate user charges and fees which are necessary for the conduct of municipal government, See § 166.201, Fla. Stat.; and

WHEREAS, Appendix A, Zoning, Article XX of the Zoning Ordinance of the City of Cocoa provides for a fee schedule of fees to be paid to the City upon receipt of planning and zoning related applications; and

WHEREAS, it is necessary for the City Council to update the fee schedule in order to assist the City in defraying a portion of the costs and administrative expenses incurred by the City in the administration and enforcement of planning and zoning regulations; and

WHEREAS, the City Council hereby intends to repeal Appendix A, Zoning, Article XX of the Zoning Ordinance of the City of Cocoa and shall separately adopt by resolution future planning and zoning fees consistent with the manner and procedure used by the City Council to adopt numerous other types of fees and fee schedules for the City of Cocoa; and

WHEREAS, the City Council deems it to be in the best interest of the City of Cocoa and its citizens to adopt this Ordinance.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COCOA HEREBY ORDAINS, AS FOLLOWS:

Section 1. Recitals. The foregoing recitals are true and correct and are fully incorporated herein by this reference.

Section 2. Authority. This Ordinance is adopted in compliance with and pursuant to Section 2 (b), Art. VIII of the Florida Constitution, and Section 166.021, Florida Statutes.

Section 3. Purpose and Intent. It is hereby declared to be the purpose and intent of this Ordinance to repeal the existing Schedule of Fees, Charges, and Expenses related to planning and zoning applications and to provide that future adoption of and amendments to the planning and zoning fee schedule may be made by Resolution.

Section 4. Repeal and Replace. The City Council hereby repeals Appendix A, Zoning, Article XX. – Schedule of Fees, Charges, and Expenses in its entirety and replaces Section 1. – Schedule as follows:

ARTICLE XX. – SCHEDULE OF FEES, CHARGES AND EXPENSES

Sec. 1. – Schedule

The city council shall adopt by resolution a planning and zoning application fee schedule which itemizes all applicable fees and charges imposed to defray city costs and expenses related to implementing this ordinance.

Section 5. Repeal of Prior Inconsistent Ordinances and Resolutions. All prior inconsistent ordinances and resolutions adopted by the City Council, or parts of prior ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

Section 6. Severability. If any section, subsection, sentence, clause, phrase, word, or provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

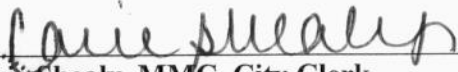
Section 7. Effective Date. This Ordinance shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

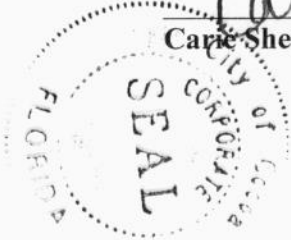
ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled the 25th day of October, 2022.



Michael C. Blake, Mayor

ATTEST:


Carrie Shealy, MMC, City Clerk

The seal is circular with a dotted border. Inside the border, the words "SEAL" and "CITY OF COCOA" are written in a circular arrangement. The word "FLORIDA" is written at the bottom of the seal.

First Reading: 09/27/2022
Legal Advertisement: 08/23/2022 & 10/14/2022
Second Reading: 10/25/2022
Effective Date: 10/25/2022

CITY COUNCIL AGENDA ITEM

Memo Date: September 9, 2025
Agenda Date: September 23, 2025
File ID: 2025-905
Prepared By: Frank Mirabito
Through: Abigail Morgan, Public Works Director
Requested Action: Provide Direction on the Florida Department of Transportation (FDOT) landscape maintenance contract.

BACKGROUND:

Cocoa Public Works routinely maintains state road R/W through a current landscape maintenance contract with FDOT. FDOT has approached the City to discuss expanding the Clearlake Road boundaries to add the section from SR 520 (King St.) to Dixon Blvd.

The current boundary is Clearlake Rd. from Dixon Blvd. to Industry Rd. FDOT also wants the City to add additional maintenance responsibility for enhanced landscaping, including ground cover, shrubs, and trees within the rights of way and the medians.

These landscape enhancements are from the FDOT safety project along Clearlake Road (State Road (S.R.) 501) from S.R. 520 (W. King Street) to the south side of Michigan Ave. in Cocoa.

Staff has the following three concerns with regard to the enhanced landscaping project:

1) There is no irrigation for these plantings in the medians or the rights of way. One viable alternative is a landscape that utilizes only drought-tolerant trees. That means deleting the ground cover and shrubs from this project. It is noted that these trees would have to be established by the contractor during the two-year performance period. However, our experience has been that the contractors remove the dead landscape plants and won't replant until the two-year period is up. This results in trees that will require increased care and maintenance to be established properly, burdening the local agency.

2) An increase in reimbursement funding helps but doesn't lessen our concerns about the overall funding. Our current annual loss is in the six-figure range as part of our current Maintenance Memorandum of Agreement with FDOT (ASE66). The lack of irrigation is a critical concern that the proposed funding will not cover the full amount needed for this maintenance effort.

3) The City is concerned that the previous road base was not removed during the previous construction phase. Our experience is that FDOT's low bidder will install the trees without correctly removing the base and establishing proper drainage and root space. Again, potentially requiring additional maintenance costs.

In summary, it appears that some aspects of the project were not constructed as originally agreed upon which is now impacting the ability to maintain the landscaping effectively. As currently designed, staff doesn't recommend moving forward with expanding the Clearlake Road boundaries to add the section from SR 520 (King St.) to Dixon Blvd. and the additional maintenance responsibility for enhanced landscaping,

including ground cover, shrubs, and trees within the rights of way and the medians.

Staff does not support amending the current contract to include additional maintenance areas.

PRIORITY AREA CONNECTION:

Public Safety/Community Standards

BUDGETARY IMPACT:

To be determined by Council's direction. Current contract language is budgeted in Fiscal Year 2026.

PREVIOUS ACTION:

Council approved the original contract on January 8, 2020. Council modified the contract on June 11, 2021.

RECOMMENDED MOTION:

Staff recommends declining FDOT's request for the City to assume right-of-way maintenance services to include medians on Clearlake Rd. (SR501) from SR 520 to south of Michigan Ave.

FLORIDA DEPARTMENT OF TRANSPORTATION
HIGHWAY MAINTENANCE MEMORANDUM OF AGREEMENT

REV. 12/13/2018

CONTRACT NO.: ASE66

FINANCIAL PROJECT NO.: 244348-1-78-03

This AGREEMENT, entered this 17th day of JANUARY, 2020, by and between the Florida Department of Transportation, a component agency of the State of Florida, hereinafter called the **DEPARTMENT** and City of Cocoa, a municipal corporation duly enacted under the laws of the State of Florida, hereinafter called the **LOCAL GOVERNMENT**.

RECITALS

WHEREAS, as part of the continual updating of the State of Florida Highway System, the **DEPARTMENT**, for the purpose of safety and functionality, has constructed roadway, roadside areas, and medians on that part of the State Highway system within the limits of the **LOCAL GOVERNMENT** or adjacent to;

WHEREAS, the **LOCAL GOVERNMENT** acknowledges that there is mutual benefit in effectively maintaining these areas and the **LOCAL GOVERNMENT** is of the opinion that said roadway, roadside areas and median strips shall be attractively maintained;

WHEREAS, the parties hereto mutually recognize the need for entering into an Agreement designating and setting forth the responsibilities of each party;

WHEREAS, the **LOCAL GOVERNMENT**, by Resolution 2020-02 dated the 8th day of JANUARY, 2020 attached hereto as **EXHIBIT "A"**, which by reference hereto shall become a part hereof, desires to enter into this Agreement and authorizes its officers to do so.

NOW THEREFORE, for and in consideration of mutual benefits to flow each to each other, the parties covenant and agree as follows:

PROVISIONS

- 1) The **LOCAL GOVERNMENT** shall be responsible for routine maintenance activities of all roadway features within the **DEPARTMENT**'s right of way having limits described in **EXHIBIT "B"**, or subsequent amended limits mutually agreed upon in writing by both parties. For the purpose of this Agreement, the maintenance activities to be performed by the **LOCAL GOVERNMENT** are defined in **EXHIBIT "C"**, or as defined by amended definitions agreed upon in writing by both parties.
- 2) The **LOCAL GOVERNMENT** shall perform the maintenance activities as described in **EXHIBIT "C"** in accordance with **DEPARTMENT** publications:
 - a) Maintenance Rating Program (MRP) Handbook, latest edition, which by reference hereto shall become a part hereof. The activities shall be performed in a manner that results in a minimum MRP score of 80.

CONTRACT NO.: ASE66

FINANCIAL PROJECT NO.: 244348-1-78-03

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- b) FDOT Standard Plans, current edition, which by reference hereto shall become a part hereof.
- 3) The **LOCAL GOVERNMENT** shall be responsible for monitoring maintenance operations and the maintenance of traffic ("MOT") throughout the term of the Agreement in accordance with the latest edition of FDOT Standard Specifications, Section 102. The **LOCAL GOVERNMENT** is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of FDOT Standard Plans, Index 102-600 series.
- 4) The **DEPARTMENT** may, at its discretion, perform periodic inspections of any or all locations. If it is determined that any of the roadway features defined in **EXHIBIT "C"** are not being maintained as required by this Agreement, the **DEPARTMENT** will issue a notice of such deficiency to the **LOCAL GOVERNMENT's** point of contact by email or certified mail. The **LOCAL GOVERNMENT** shall have thirty (30) days to correct the deficiency (ies) and to notify the **DEPARTMENT** by email or certified mail, that the deficiency (ies) has been corrected. If said deficiency or deficiencies are not corrected within this time period the **DEPARTMENT** may at its option, proceed as follows:
- a) Maintain the roadway features declared deficient with the **DEPARTMENT** or **DEPARTMENT** Contractor's material, equipment and personnel. The actual cost for such work will be deducted from payment to the **LOCAL GOVERNMENT**; or
 - b) Terminate this Agreement in accordance with the provisions of this Agreement.
- 5) In the event of a Governor Declared Emergency, a natural disaster or significant occurrence (hurricane, tornado, vehicle accident, hazardous waste spills, etc.) the **LOCAL GOVERNMENT** and the **DEPARTMENT** will cooperate and coordinate the use of their respective resources to provide for clean up, removal, and disposal of debris or other substances from the **DEPARTMENT's** right of way described in **EXHIBIT "B"** or any amended limits mutually agreed upon in writing by both parties hereto. The **DEPARTMENT** will not deduct any payment to the **LOCAL GOVERNMENT**, costs for impairment of performance of any activity or part thereof defined in **EXHIBIT "C"**, as a result of such event and the redirection of **LOCAL GOVERNMENT** forces towards fulfillment of the responsibility under this article. This paragraph shall not be interpreted to reduce the **LOCAL GOVERNMENT's** right to compensation or reimbursement from any other sources (i.e.: FEMA) for the debris removal or other activities of the **LOCAL GOVERNMENT** subsequent to a natural disaster or accident.
- 6) During the term of this Agreement, the **DEPARTMENT** may from time to time engage in transportation projects on the roads covered by this Agreement. Some of these projects may involve the **DEPARTMENT's** construction contractor temporarily assuming maintenance responsibility for the limits of the project. In that event, the **DEPARTMENT** will notify the **LOCAL GOVERNMENT** of the limits of the project and the time frame for that project. During that time and for those limits, the **LOCAL GOVERNMENT** may be released from its obligation to perform maintenance on those roads and the compensation to be paid under this Agreement may be reduced for the duration of the construction project. The reduction in compensation shall be based on the formula used to initially compute the amount of compensation under this Agreement. The **LOCAL GOVERNMENT** will be notified of the amount of the reduction as part of the aforementioned notice.

TERM

- 1) After this Agreement has been executed by the parties, the **DEPARTMENT** will issue a Notice to Proceed to the **LOCAL GOVERNMENT** which may be sent by electronic mail at the **DEPARTMENT's discretion**. The term of this Agreement commences on the effective date of the Notice to Proceed and will continue for a period of three (3) years from the effective date on the Notice to Proceed. This Agreement may be renewed for a period that may not exceed one three (3) year term.
- 2) A renewal may be made at the discretion of the **DEPARTMENT** and will be subject to the same terms and conditions set forth in this Agreement. A renewal shall be contingent upon satisfactory performance evaluations by the **DEPARTMENT** and subject to the availability of funds. Renewals must be mutually agreed upon by both parties and in writing and must be executed prior to the expiration date of its preceding term.
- 3) In the event this Agreement extends beyond the **DEPARTMENT's** current Fiscal year that begins July 1 of each year and ends June 30 of each succeeding year, the **LOCAL GOVERNMENT** and the **DEPARTMENT** mutually agree that the State of Florida's performance and obligation to pay under this contract is contingent upon and annual appropriation by the Legislature. In addition, Section 339.135(6)(a), Florida Statutes, is incorporated by reference, and is set forth herein below as follows:

F.S. "339.135(6)(a)" - The Department, during any Fiscal Year, shall not expend money, incur any liability, or enter into any Contract which, by its terms, involves any expenditure of money in excess of the amounts budgeted as 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 under 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 any other binding commitment of funds. Nothing herein 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 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 and having a term for a period of more than one year.

COMPENSATION

- 1) The **DEPARTMENT** agrees to pay the **LOCAL GOVERNMENT**, following a Notice to Proceed, compensation for the cost of maintenance as described in the Provisions Section of this Agreement. The payment will be for the amount of \$17,782.50 per quarter, equating to \$71,130.00 per year for the duration of the term.
- 2) Payment shall be made only after receipt of goods and services as provided in Section 215.422, Florida Statutes. Detailed quarterly invoices and any associated documents, including Maintenance Management System (MMS) breakdown of all activities, shall be submitted to the **DEPARTMENT's** Project Administrator: Kelly Moss. Delivery shall be effective upon receipt of a proper quarterly invoice and any required associated documents.
 - a) Upon receipt, the **DEPARTMENT** has seven (7) working days to inspect and approve the goods and services, unless otherwise specified herein. The **DEPARTMENT** has twenty (20) days to

deliver a request for payment (voucher) to the Department of Finance. The twenty (20) days are measured from the latter of the date the invoice is received, at the location stated herein, or the goods and services are received, inspected and approved.

- b) Any penalty for delay in payment shall be in accordance with Section 215.422, Florida Statutes. Section 215.422(5), Florida Statutes, provides that all purchasing Agreements between a State agency and a vendor, applicable to this section, shall include a statement of the vendor's rights and the State's responsibilities under this section. The vendor's rights shall include being provided with the name and telephone number of the Vendor Ombudsman within the Department of Financial Services.
 - c) If payment is not available within forty (40) days, a separate interest penalty as established pursuant to Section 215.422, Florida Statutes, will be due and payable, in addition to the invoice amount, to the **LOCAL GOVERNMENT**. Interest penalties of less than one (\$1.00) dollar shall not be enforced unless the **LOCAL GOVERNMENT** requests payment. Invoices, which have been returned to the **LOCAL GOVERNMENT** because of **LOCAL GOVERNMENT** preparation errors, will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is received by the **DEPARTMENT**.
 - d) A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from the **DEPARTMENT**. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Department of Financial Services Consumer Hotline, 1-800-342-2762.
- 3) Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.
 - 4) Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request of the **DEPARTMENT** at all times during the period of this Agreement and for three (3) years after final payment is made. Copies of these documents and records shall be furnished to the **DEPARTMENT** upon request. Records of costs incurred include the **LOCAL GOVERNMENT's** general accounting records and project records, together with supporting documents and records of the **LOCAL GOVERNMENT**, all subcontractors performing work, and all other records of the **LOCAL GOVERNMENT** and subcontractors considered necessary by the **DEPARTMENT** for a proper audit of costs.

CONDITIONS FOR TERMINATION

- 1) This Agreement or any part thereof is subject to termination at the discretion of the **DEPARTMENT** under any of the following conditions:
 - a) In the event the Legislature fails to make an annual appropriation to pay for the **LOCAL GOVERNMENT's** services to be performed hereunder.
 - b) The **LOCAL GOVERNMENT** has not complied with the provisions of this Agreement as described herein, or has demonstrated a pattern of repeated non-compliance.
 - c) The **DEPARTMENT** determines that the Agreement is no longer feasible.
- 2) Either party may terminate this Agreement in writing with thirty (30) days' notice.

NOTICES AND POINTS OF CONTACT

All correspondence regarding this Agreement shall be directed to the following points of contact:

a) For the **DEPARTMENT**:

Title: Contract Coordinator I

Name: Kelly Moss

Address: 555 Camp Road Cocoa, FL 32927

Telephone: 321-634-6117

Email: Kelly.Moss@dot.state.fl.us

b) For the **LOCAL GOVERNMENT**:

Title: Director of Public Works

Name: Bryant Smith, P.E.

Address: 155 Wilson Ave Cocoa, FL 32922

Telephone: 321-433-8780

Email: bsmith@cocoafl.org

ADDITIONAL PROVISIONS AND LEGAL REQUIREMENTS

- 1) **LEGAL REQUIREMENTS.** This Agreement is executed and entered into in the State of Florida and will be construed, performed, and enforced in all respects in strict conformity with local, state, and federal laws, rules, and regulations.
 - a) If any term or provision of the Agreement is found to be illegal or unenforceable, the remainder of the Agreement will remain in full force and effect and such term or provision will be deemed stricken.
 - b) The **LOCAL GOVERNMENT** shall 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 the **LOCAL GOVERNMENT** in conjunction with this Agreement. Failure by the **LOCAL GOVERNMENT** to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the **DEPARTMENT**.
 - c) The **LOCAL GOVERNMENT** and the **DEPARTMENT** agree that the **LOCAL GOVERNMENT**, its employees, contractors, subcontractors, consultants, and sub consultants are not agents of the **DEPARTMENT** as a result of this Agreement.
 - d) The **LOCAL GOVERNMENT** shall not cause any liens or encumbrances to attach to any portion of the **DEPARTMENT**'s right-of-way.
 - e) Nothing herein shall be construed as a waiver of either party's sovereign immunity.
- 2) **PUBLIC ENTITY CRIME.** The **LOCAL GOVERNMENT** affirms that it is aware of the provisions of Section 287.133(2)(a), Florida Statutes. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or

consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list. The **LOCAL GOVERNMENT** agrees that it shall not violate Section 287.133(2)(a), Florida Statutes, and further acknowledges and agrees that any conviction during the term of this Agreement may result in the termination of this Agreement.

- 3) **UNAUTHORIZED ALIENS.** The **DEPARTMENT** will consider the employment of unauthorized aliens, by any contractor or subcontractor, as described by Section 274A(e) of the Immigration and Nationalization Act, cause for termination of this Agreement.
- 4) **NON-DISCRIMINATION.** The **LOCAL GOVERNMENT** will not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. The **LOCAL GOVERNMENT** shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management. The **LOCAL GOVERNMENT** shall insert similar provisions in all contracts and subcontracts for services by this Agreement.
- 5) **DISCRIMINATORY VENDOR LIST.** The **LOCAL GOVERNMENT** affirms that it is aware of the provisions of Section 287.134(2)(a), Florida Statutes. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids 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. The **LOCAL GOVERNMENT** further agrees that it shall not violate Section 287.134(2)(a), Florida Statutes, and acknowledges and agrees that placement on the list during the term of this Agreement may result in the termination of this Agreement.
- 6) **ATTORNEY FEES.** Each Party shall bear its own attorney's fees and costs.
- 7) **TRAVEL.** There shall be no reimbursement for travel expenses under this Agreement.
- 8) **PRESERVATION OF REMEDIES.** No delay or omission to exercise any right, power, or remedy accruing to either Party upon breach or default by either Party under this Agreement, will impair any such right, power or remedy of either party; nor will such delay or omission be construed as a waiver of any breach or default or any similar breach or default.
- 9) **MODIFICATION.** This Agreement may not be modified unless done so in a writing executed by both Parties to this Agreement.
- 10) **NON-ASSIGNMENT.** The **LOCAL GOVERNMENT** may not assign, sublicense, or otherwise transfer its rights, duties, or obligations under this Agreement without the prior written consent of the **DEPARTMENT**. Any assignment, sublicense, or transfer occurring without the required prior written approval of the **DEPARTMENT** will be null and void. The **DEPARTMENT** will at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental entity in the State of Florida, upon giving prior written notice to the **LOCAL GOVERNMENT**. In the event

that the **DEPARTMENT** approves transfer of the **LOCAL GOVERNMENT**'s obligations, the **LOCAL GOVERNMENT** remains responsible for all work performed and all expenses incurred in connection with this Agreement.

- 11) The **LOCAL GOVERNMENT** agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, and subconsultants, who perform work in connection with this Agreement:

"The contractor / subcontractor / consultant / subconsultant shall indemnify, defend, save and hold harmless the State of Florida, Department of Transportation and all of its officers, agents or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the contractor / subcontractor / consultant / subconsultant, its officers, agents or employees."

- 12) **BINDING AGREEMENT.** This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations, or remedies upon any other person or entity except as expressly provided for in this Agreement.

- 13) **INTERPRETATION.** No term or provision of this Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.

- 14) **ENTIRE AGREEMENT.** This Agreement, together with the attached exhibits and documents made a part by reference, embodies the entire agreement of the Parties. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement. This Agreement supersedes all previous communication, representation, or agreement, either verbal or written, between the Parties. No amendment will be effective unless reduced to writing and signed by an authorized officer of the **LOCAL GOVERNMENT** and the authorized officer of the **DEPARTMENT** or his/her delegate.

- 15) **DUPLICATE ORIGINALS.** This Agreement may be executed in duplicate originals.

- 16) **E-VERIFY – the LOCAL GOVERNMENT shall:**

- a) 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) expressly require any 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 subcontractor during the contract term.

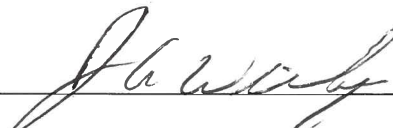
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17) The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

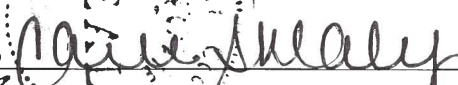
EXECUTION

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

LOCAL GOVERNMENT:

By: 
Jake Williams, Jr., Mayor

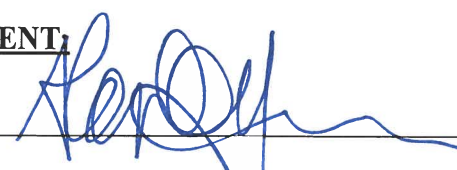
Printed Name & Title

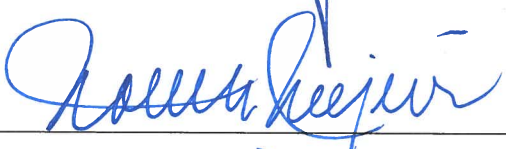
Attest: 
Carrie Shealy, City Clerk

Printed Name & Title

Legal Approval: 

DEPARTMENT:

By: 
Alan Hyman, P.E., Director of Transportation Operations

Attest: 
Norma Medina
Printed Name & Title

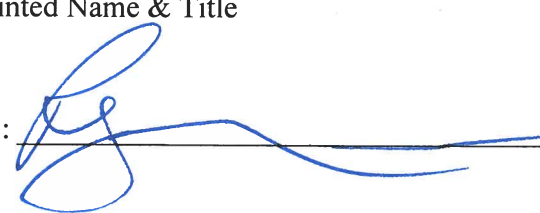
Legal Approval: 

EXHIBIT A

Resolution, following on next page.

RESOLUTION NO. 2020-002

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF AGREEMENT BETWEEN THE CITY AND THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE MAINTENANCE OF STATE ROAD RIGHTS-OF-WAY BY THE CITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Cocoa takes pride in attractively maintaining its public roadways, roadsides, and medians; and

WHEREAS, the State of Florida will agree to provide monetary compensation to the City of Cocoa if Cocoa will supplement its personnel and equipment resources for the purpose of maintaining state roadways, roadside areas, and medians within the city limits of the City of Cocoa as defined by the Highway Maintenance Memorandum of Agreement.

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

SECTION 1. The Mayor of the City of Cocoa is hereby authorized to enter into a Highway Maintenance Memorandum of Agreement, and mutually agreed upon renewals, with the Florida Department of Transportation.

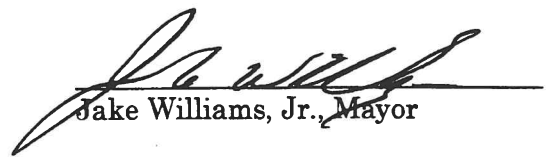
SECTION 2. A copy of this Resolution shall be attached to the Highway Maintenance Memorandum of Agreement as Exhibit "A".

SECTION 3. All prior resolutions or prior resolutions inconsistent with this resolution are hereby repealed to the extent of the conflict.

SECTION 4. If any section, subsection, clause, sentence, or phrase or portion thereof shall, for any reason be held invalid or unconstitutional by any court of competent jurisdiction, then such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining provisions of this resolution.

SECTION 5. 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 January, 2020.


Jake Williams, Jr., Mayor

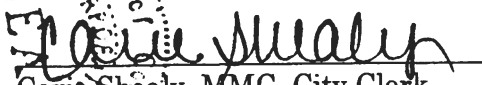

ATTEST:

Carrie Shealy, MMC, City Clerk

EXHIBIT B

PROJECT LIMITS:

<u>SECTION</u>	<u>S.R.</u>	<u>LOCATION</u>	<u>LENGTH</u>
70011	501	From Dixon Blvd (M.P. 1.193) north to SR 524/Industry Rd. (M.P. 3.358)	2.165
70014	519	From Cocoa/Rockledge City limits at Rosa L. Jones Dr. (M.P. 4.163) to SR 520 (M.P. 4.604)	0.441
70020	5	From Cocoa/Rockledge City limits (M.P. 20.545) to North Cocoa City Limits Roundtree Dr. (M.P. 25.000)	4.455
70070	524	From SR 520 (M.P. 0.000) (West of I-95) to the southern most ramps from SR 528 onto Industry Rd. (M.P. 4.749)	4.749
70070002	524	From EB off ramp from SR 528 onto Industry Road (M.P. 0.000) to the northern most WB on ramp to SR 528 (M.P. 0.381) towards Orlando	0.381
70100	520	Eastbound from the West City limits (M.P. 7.821) to the West end of the Hubert Humphrey Bridge (M.P. 9.348)	1.527
70100001	520	Westbound from West end of the of the Hubert Humphrey Bridge to King Street	0.566

EXHIBIT C

MAINTENANCE ACTIVITIES:

(Maintenance Activities to be included and part of this Agreement will be checked in the INC. column)

<u>INC.</u>	<u>ACTIVITY</u>	<u>DESCRIPTION</u>
☐	433	Sodding: Cutting and placing sod in areas along the roadside associated with reworking non-paved shoulders, slopes, ditches, median islands, utility strips and repairing washouts.
☐	435	Seeding, Fertilizing and Mulching: Seeding, fertilizing, and mulching of the roadside.
☐	436	Reworking Non-Paved Shoulders, Front Slopes, and Roadside Ditches (Mechanical): Reworking non-paved shoulders, front slopes, roadside ditches and turnouts either by the addition of suitable material and reshaping, or by cutting down built-up areas.
☐	451	Clean Drainage Structures: Cleaning storm drains, French drains, manholes, side drains, cross drains, inlets, piped outfalls, box culverts, and other miscellaneous drain structures.
☐	459	Concrete Sidewalk Repair: Repair or replacement of existing sections of concrete sidewalk.
☐	461	Roadside Ditches – Clean and Reshape: Cleaning and reshaping of ditches other than outfalls.
☒	471	Large Machine Mowing: Mowing of roadside areas with large mowers where conditions accommodate the efficient use of 7 foot and larger mowers, alone or in combination.
☒	482	Slope Mowing: Grass, brush, and weed cutting along slopes too steep to safely mow or are inaccessible for conventional mowing tractors.
☒	485	Small Machine Mowing: Mowing the roadside with small hand or riding mowers have a cutting width of 40 inches or less.
☒	487	Manual Weed Control: Brush, weed, and grass cutting 100 mm (4") or less in diameter performed with hand tools.
☐	490	Fertilizing: Fertilizing to provide required nutrients to establish and maintain an acceptable roadside turf.
☒	492	Tree Trimming & Removal: The trimming of the height and sides of trees and removal of undesirable trees (over 4 inches in diameter or trimming that cannot be done under Activity 487 Weed Control - Manual). To include the chipping and/or removal of all debris from work site.
☐	493	Landscaped Area Maintenance: All efforts required for proper maintenance of landscaped areas, including litter removal, mowing, edging, fertilizing, weeding, mulching, etc.
☒	494	Chemical Grass and Weed Control: The application (handgun, basal or cut stump) of herbicides to slopes, ditches, fence, guardrail, barrier wall, reinforced earthen walls, sidewalks, bridges, curb and gutter, obstructions, shoulders, and other areas not assessable to mowers. Not to include chemical applications within landscape or mitigation areas.

☐	498	Storm Water Management: To maintain, to the maximum extent practicable, all surface/storm water management systems to a functioning state as designed and in compliance with the permit conditions and/or applicable rules and regulations.
☐	527	Fence Repair: To provide highway safety and deter unauthorized and unrestrained access to highway facilities.
☒	541	Roadside Litter Removal: Cleaning roadways and roadsides of debris, such as cans, bottles, paper, Adopt-A-Highway litter. Includes the hauling and disposal of litter. Does not include wayside parks, rest areas and service plaza barrels.
☐	542	Road Sweeping (Manual): To remove debris from the roadway where mechanical means are not feasible before a drainage or safety problem is created or before it becomes unsightly.
☒	543	Road Sweeping (mechanical): Machine sweeping of roadway to protect the facility from excessive accumulation of debris.
☒	545	Edging & Sweeping: Removal of vegetation and debris from the curb, gutter and sidewalk.
☐		
☐		
☐		

SUPPLEMENTAL AGREEMENTS.A. Number: 001Contract Number: ASE66Page 1 of 2Financial Project Number: 244348-1-78-03

Project Description: Maintenance Memorandum of Agreement

This agreement entered into on June 11, 2021, such an agreement to be effective on the last date of execution by a party hereto, by and between the State of Florida Department of Transportation, "Department", and FDOT, "Contractor", and City of Cocoa, "Surety", the same being supplementary to Contract ASE66 by and between the parties aforesaid, dated 01/17/2020, for the construction, improvement, or maintenance of the road(s) and bridge(s) assigned the project number(s) shown above, in Brevard Count(y)(ies) Florida.

(1) See page 2 of this Supplemental Agreement.

Revised Plan Sheet Nos. Not Applicable

(2) The quantities to be paid shall be determined as provided in the Standard Specification, Edition of January 2020. The quantities so determined shall be paid at the unit prices stated on the attached sheets.

(3) It is further agreed that this supplemental agreement shall not alter or change in any manner the force and effect of the original Contract No. ASE66, including any previous amendments thereto, except insofar as the same is altered and amended by this supplemental agreement.

(4) The Department and the Contractor agree that the contract time adjustment and sum agreed to in the Supplemental Agreement constitute a full and complete settlement of the matters set forth herein, including all direct and indirect costs for equipment, manpower, materials, overhead, profit and delay relating to the issues set forth in the Supplemental Agreement. This settlement is limited to and applies to any claims arising out of or on account of the matters described and set forth in this Supplemental Agreement.

Granted Time this Agreement 0 DaysNet Change in Contract this Agreement: Increase \$ 0.00Decrease \$ 15,050.00No Change ☐

Approved By: DocuSigned by:

Secretary or Designee Signature

Printed Name Suzanne Phillips, PETitle Operations EngineerDate 6/11/2021 | 3:05 PM EDT

Executed By:

Contractor Signature

Printed Name Mike BlakeTitle MayorDate 6-08-2021

Executed By: DocuSigned by:

Secretary or Designee Signature

Printed Name Ron Meade, PETitle District Maintenance EngineerDate 6/11/2021 | 4:34 PM EDT

ATTEST

City Clerk Date 6-08-2021NA (SEAL)
Surety

DocuSigned by:

Daniel McDermott

FOR Attorney Signature, Department of Transportation, Legal Review

Printed Name J. Ryan Mahler, EsquireDate 6/11/2021 | 2:48 PM EDT

BY

Florida Licensed Insurance Agent

Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL AGREEMENT

850-070-45
MAINTENANCE
06/18

Page 2 of 2

S.A. Number: 001

Contract Number: ASE66

Financial Project Number: 244348-1-78-03

Project Description: Maintenance Memorandum of Agreement

(1) (continued):

CONTRACT AMENDMENT:

In consideration for the \$15,050.00 decrease in the Contract price and zero (0) days reduction of Contract time granted to the Contractor, the Department and the Contractor agree that FDOT Contract ASE66 is amended to remove the following work, labor, materials, and equipment:

Issue 01:

Beginning July 1, 2021, cease maintenance activities on State Road 524, Section 70070 from Mile Post 0.000 to Mile Post 2.920.

Issue 02:

Replace the original Exhibit B with the attached "Exhibit B."

Issue 03:

Reduce periodic quarterly payments from \$17,782.50 to \$15,632.50 for the remainder of the Contract term.

Reasons 01, 02, & 03:

The described roadway section is removed from the Contract.

EXHIBIT B**PROJECT LIMITS:**

SECTION	S.R.	LOCATION	LENGTH
70011	501	From Dixon Blvd (M.P. 1.193) north to SR 524/Industry Rd. (M.P. 3.358)	2.165 mi
70014	519	From Cocoa/Rockledge City limits at Rosa L. Jones Dr. (M.P. 4.163) to SR 520 (M.P. 4.604)	0.441 mi
70020	5	From Cocoa/Rockledge City limits (M.P. 20.545) to North Cocoa City Limits Roundtree Dr. (M.P. 25.000)	4.455 mi
70070	524	From Cox Road (M.P. 2.920) to Industry Rd. (M.P. 4.762)	1.842 mi
70070002	524	From EB off ramp from SR 528 onto Industry Road (M.P. 0.000) to the northern most WB on ramp to SR 528 (M.P. 0.381) towards Orlando	0.381 mi
70100	520	Eastbound from the West City limits (M.P. 7.821) to the West end of the Hubert Humphrey Bridge (M.P. 9.348)	1.527 mi
70100001	520	Westbound from West end of the of the Hubert Humphrey Bridge to King Street	0.566 mi

CONTRACT RENEWAL

Contract No.: ASE66 Renewal: (1st, 2nd, etc.) 1st & Final
 Financial Project No(s): 244348-1-78-03
 County(ies): Brevard

This Agreement made and entered into this 21st day of December, 2022, by and between the State of
 (This date to be entered by DOT only.)
 Florida Department of Transportation, hereinafter called "Department", and The City of Cocoa hereinafter called
 "Contractor".

WITNESSETH:

WHEREAS, the Department and the Contractor heretofore on this 17th day of January, 2020
 (This date to be entered by DOT only.)
 entered into an Agreement whereby the Department retained the Contractor to perform routine maintenance activities on
State Rights-of-way within the City of Cocoa in accordance with Exhibits B and C of the original agreement; and

WHEREAS, said Agreement has a renewal option which provides for a renewal if mutually agreed to by both parties
 and subject to the same terms and conditions of the original Agreement;

NOW, THEREFORE, this Agreement witnesseth that for and in consideration of the mutual benefits to flow each
 to the other, the parties agree to a renewal of said original Agreement for a period beginning the 1st day of April, 2023 and
 ending the 31st day of March, 2026 at a cost of \$187,590.00.

All terms and conditions of said original Agreement shall remain in force and effect for this renewal.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers on the day,
 month, and year set forth above.

City of Cocoa
 Name of Contractor

Michael Blake, Mayor
 Contractor Name and Title
 BY: Michael C. Blake
 Authorized Signature

N/A (SEAL)
 Name of Surety

 City State

By: N/A
 Florida Licensed Insurance Agent or Date
 Attorney-In-Fact (Signature)

Countersigned: N/A
 Florida Licensed Insurance Agent Date

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

DocuSigned by:
Ron Meade
 BY: 5B07E408C380427...
 District Secretary or Designee (Signature)

Title: District Maintenance Engineer

DocuSigned by:
Ryan Maples
 Legal: A5148259631D422...

Fiscal: _____
 Approval as to Availability of Funds

RESOLUTION NO. 2022-131

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF COCOA AND THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE MAINTENANCE OF STATE ROAD RIGHTS-OF-WAY BY THE CITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Cocoa takes pride in attractively maintaining its public roadways, roadsides, and medians; and

WHEREAS, the State of Florida will agree to provide monetary compensation to the City of Cocoa if Cocoa will supplement its personnel and equipment resources for the purpose of maintaining state roadways, roadside areas, and medians within the city limits of the City of Cocoa as defined by the Highway Maintenance Memorandum of Agreement.

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

SECTION 1. The Mayor of the City of Cocoa is hereby authorized to execute the first and final renewal of the Highway Maintenance Memorandum of Agreement.

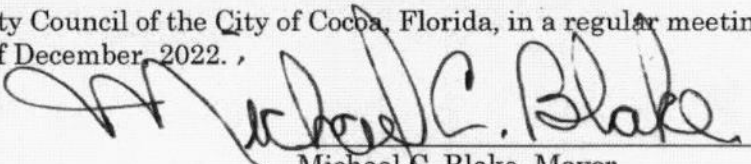
SECTION 2. A copy of this Resolution shall be attached to the Highway Maintenance Memorandum of Agreement as Exhibit "A".

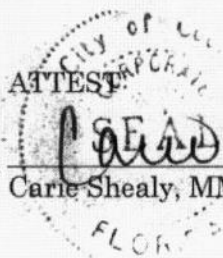
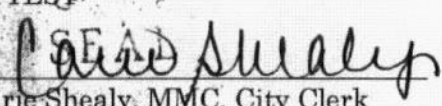
SECTION 3. All prior resolutions or prior resolutions inconsistent with this resolution are hereby repealed to the extent of the conflict.

SECTION 4. If any section, subsection, clause, sentence, or phrase or portion thereof shall, for any reason be held invalid or unconstitutional by any court of competent jurisdiction, then such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining provisions of this resolution.

SECTION 5. 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 13th day of December, 2022. ,


Michael C. Blake, Mayor


ATTEST:

Carrie Shealy, MMC, City Clerk

CITY COUNCIL AGENDA ITEM

Memo Date: September 10, 2025
Agenda Date: September 23, 2025
File ID: 2025-909
Prepared By: Samantha Senger, Communications & Economic Development Director
Through: Stockton Whitten, City Manager
Requested Action: Council approval of the Municipal Services Agreement with Historic Cocoa Village Main Street through July 2026. Approval for the City Manager to execute addendums to the contract through final expiration date.

BACKGROUND:

In July 2022, City Council approved to enter into a Municipal Services Agreement with Historic Cocoa Village Main Street (HCVMS). The agreement outlines a scope of service that HCVMS would provide to the City in exchange for the use of two office spaces inside the Porcher House. Within the terms of that agreement, it allowed the City Manager to execute two one-year addendums to extend the term of that agreement. The final addendum to this agreement was executed in September 2024.

Both parties wish to continue the Municipal Services agreement. This revised and updated agreement will be good through July 2026 and includes three one-year addendums that can be executed by the City Manager with approval by both parties.

HCVMS utilizes two office spaces inside the Porcher House, suite #203 and #204. The offices will be leased to HCVMS for \$1.00 per year and Common Area Maintenance of \$41.56 per month. In exchange for use of these offices, HCVMS will provide to the City the following:

A. General Obligations

1. The Service Provider shall partner with and support the City to fulfill, at a minimum, the community-based projects provided for hereunder in Section B.
2. The Municipal Services shall largely focus on the coordination and implementation of physical improvements to the City, as directed by the City.
3. In addition to the specific projects identified in Section B. hereunder, the Service Provider shall support other community beautification projects, provide volunteers in support of City-sponsored (leisure Services and otherwise) events and/or economic development initiatives.
4. The Service Provider shall supply all personnel necessary to provide the Municipal Services detailed herein.

B. Specific Projects

- A. The Service Provider will provide to the City a promotional table at each of the

Service Provider's upcoming events for the City to display any promotional events or materials.

- B. The Service provider will include the City logo on all promotional materials for upcoming events. The City shall review the Service Provider's promotional materials in advance of their release and the City may reject inclusion of the City logo thereon in its sole discretion.
- C. The Service Provider will help promote and collect items for the City's food, toy, and school supply drives.
- D. The Service provider will help plan and promote the "Hot Cocoa Holidays" events which will occur annually, which include but are not limited to, the Holiday Craft Fair, Cocoa/Rockledge Holiday Parade, and Cocoa Holiday Festival.
- E. The Service Provider will be the organizing body of an art/design committee that will facilitate art projects in the historic downtown.
- F. The Service Provider will coordinate business signage in the downtown, to include number of signs per station and removing businesses that are no longer operating, and will coordinate with the City to establish guidelines and maintenance schedules and procedures. Service Provider will also coordinate the directory signs throughout the Village to include an updated map of the historic downtown, list of events and an updated list of merchants in the downtown.
- G. Service Provider will work with the City's Economic Development Department on enhancing the welcome packet given to all new businesses in the community.
- H. Service Provider will coordinate with the City's Public Relations Specialist on marketing materials for the historic downtown, including but not limited to, tourism marketing and advertising, and Historic Cocoa Village brochure.
 - I. Service Provider will host community events in the historic downtown to include but not limited: Arts & Crafts Fairs, Sip & Stroll events, Car Shows, etc.
- J. Service Provider will assist the City's Public Works Department on various landscaping enhancement projects for the historic downtown and will seek grants where possible to enhance the landscaping and ambiance of the downtown.
- K. Service Provider will coordinate with the City's Public Works Department to help with the annual sidewalk/curb cleaning project.
- L. Service Provider will work with property owners in the downtown to put up temporary signage in the vacant storefronts to enhance the look and cohesiveness of the downtown.
- M. The Service Provider will conduct a brand audit, rebrand and implement a new website to strengthen the marketing strategy for the historic downtown. The audit will outline the brand of the Historic Downtown and outline recommendations for how the downtown should be marketed to attract new residents, patrons, and visitors.
- N. The Service Provider will work with the Public Information Officer to co-op on advertising and marketing opportunities highlighting the historic downtown as a destination including, but no limited to, visitors guides and waterfront advertising.
- O. The Service Provider will help conduct a waste audit, surveying all of the businesses in Historic Cocoa Village. The survey will include but is not limited to information regarding the types of generators, receptacles, payments, surveyors'

roles, etc.

PRIORITY AREA CONNECTION:

Economic and Community Development
Community Outreach and Engagement

BUDGETARY IMPACT:

Budgeted? Yes

Revenue:

001-0000-347.39-00

Porcher House

\$1

001-0000-347.39-11

Tenant Maintenance

\$499

PREVIOUS ACTION:

In July 2022, a Municipal Services Agreement was signed with HCVMS. Two one-year addendums were executed by the City Manager through July 2025.

RECOMMENDED MOTION:

Council approval of the Municipal Services Agreement with Historic Cocoa Village Main Street through July 2026. Approval for the City Manager to execute addendums to the contract through final expiration date.

Prepared by:
Kristin Eick, Esq.
Garganese, Weiss, D'Agresta & Salzman, P.A.
111 N. Orange Ave., Suite 2000
Orlando, FL 32801

Return to:
Monica Arsenault, City Clerk
City of Cocoa
65 Stone Street
Cocoa, Florida 32922

MUNICIPAL SERVICES AGREEMENT AND LEASE

THIS MUNICIPAL SERVICES AGREEMENT AND LEASE ("Agreement") is made and entered into this ____ day of _____, 2025, by and between the **CITY OF COCOA, FLORIDA**, a Florida municipal corporation (the "City"), and the **GREATER COCOA COMMUNITY PARTNERSHIP, INC.**, a Florida Not For Profit Corporation (d/b/a "**Historic Cocoa Village Main Street**") (the "Service Provider") located at 434 Delannoy Ave, Suite #204, Cocoa, FL 32922 (collectively the "Parties").

RECITALS:

WHEREAS, the Greater Cocoa Community Partnership, Inc., is a bona-fide nonprofit 501(c)(3) corporation, the purpose of which is to enhance the community identity and heritage, foster a center of activity, and ensure economic stability for the heart of Cocoa through concentrated efforts of design, promotion, organization and economic revitalization; and

WHEREAS, the City is the sole owner of the Porcher House, a historic home located in the City's Historic District, and leases portions of Porcher House to various tenants for different business purposes; and

WHEREAS, the Greater Cocoa Community Partnership, Inc., d/b/a/ "Historic Cocoa Village Main Street," has been a tenant of the Porcher House for the past several years and desires to continue to lease space at the Porcher House for the purpose of conducting its nonprofit association for community and special events; and

WHEREAS, the Service Provider has requested that the City provide office space as identified herein for lease at the Porcher House a lease rate of \$1.00 per year in exchange for the Municipal Services to be provided as detailed herein; and

WHEREAS, the City Council has determined that the Municipal Services to be provided by Service Provider serve a municipal purpose and benefit the public health, safety, and welfare of the citizens of the City of Cocoa, and, in furtherance of this benefit, authorize said annual lease rate from the Service Provider, though monthly Common Area and Maintenance charges shall continue to be charged throughout the Agreement term, in exchange for the Municipal Services identified hereunder; and

WHEREAS, the Parties desire to enter this Agreement defining their obligations relating to such Municipal Services, as well as their rights, duties, and liabilities relating to the rental of space at the Porcher House.

NOW THEREFORE, in consideration of the mutual promises and covenants herein, and other good and valuable consideration which the Parties agree has been exchanged and received the Parties agree as follows:

Article 1 – Recitals. The foregoing recitals are deemed to be true and accurate and are fully incorporated herein by this reference.

Article 2 – Definitions. For purposes of this Agreement, the following terms and words shall have the meaning ascribed to them, unless the context clearly indicates otherwise:

“Agreement” or “Contract” shall be used interchangeably and shall refer to this Agreement, as may be amended from time to time by mutual written agreement by the Parties, which shall constitute authorization for the Service Provider to provide the Municipal Services stated herein.

“City” is the City of Cocoa, Florida, a Florida municipal corporation.

“Effective Date” shall be August 1, 2025. The Agreement shall not be effective against any party until said date.

“Greater Cocoa Community Partnership, Inc.” or “Service Provider” is the Greater Cocoa Community Partnership, Inc., a Florida nonprofit corporation and bona fide 501(c)(3) corporation, d/b/a/ “Historic Cocoa Village Main Street.”

“Municipal Services” or “Work” shall be used interchangeably and shall refer to the performance of the services outlined in Article 5 of this Agreement.

“Premises” shall mean any office rental space within the Porcher House provided by the City and occupied by the Service Provider in accordance with this Agreement. The Porcher House is located at 434 Delannoy Avenue, Cocoa, Florida 32922.

“Public Record” is as described in Section 119.011(12), *Florida Statutes*.

“Rent” or “Rental Amount” or “Nominal Rental Amount” shall mean the monies paid to the City by the Service Provider in accordance with Article 8 of this Agreement.

Article 3 – Term of Agreement. The Term of this Agreement shall commence on the Effective Date and shall continue in force and effect through July 31, 2026. The City shall have the option to renew this Agreement for up to three (3) additional one (1)-year terms upon mutual agreement by the Parties, which shall be in writing and executed by both Parties. The City Manager is herein authorized to execute renewals of this Agreement on behalf of the City.

Article 4 – Lease of Premises. In exchange for the Municipal Services provided to the City by the Service Provider, as further described in Article 5, the City agrees to lease the Premises to Service Provider in accordance with the lease provisions found elsewhere herein.

Article 5 – Engagement; Municipal Services. The City hereby engages the Service Provider and the Service Provider agrees to perform the Municipal Services more particularly described on the Scope of Work attached as **Exhibit “A”** and incorporated herein. Specifically, the Service Provider shall supply any and all personnel necessary to provide the Municipal Services identified in the Scope of Work unless otherwise directed by the City.

Unless otherwise specifically agreed to in writing by the City, there shall be no additional consideration for the performance of the Municipal Services by the Service Provider aside from the nominal Rental Amount charged to the Service Provider, which nominal amount is authorized by the City in exchange for the Municipal Services provided in accordance with this Agreement.

Section 5.1 – Municipal Services a Material Term and Condition of Agreement. The Municipal Services constitute a material term and condition of the Agreement and the failure of the Service Provider to perform the Municipal Services, as determined by the City, constitutes a material breach of this Agreement and a cause for termination of the Agreement and surrender of the leased Premises as further provided for herein.

Section 5.2 – Submittal of Progress Reports. At the request of the City, Service Provider shall submit to the City a written progress report as to the status of all Municipal Services set forth in this Agreement. If the detail is not sufficient in the City Manager’s reasonable discretion to permit the City to determine the Municipal Services performed or the manner in which it is being performed, the City may seek more detail from the Service Provider.

Article 6 – Leased Premises; Relocation of the Service Provider. The City does hereby lease, demise and let unto the Service Provider, and the Service Provider does hereby rent, lease, hire and take from the City, to have and to hold during the Term, subject to the terms and conditions of this Agreement, certain Premises within the Porcher House.

Such leased Premises shall consist of that portion of the property located at 434 Delannoy Avenue, Cocoa, Florida 32922, Offices #203 and #204. Office #203 is calculated at approximately 228 square feet, and Office #204 is calculated at approximately 276 square feet. The square footage of the office spaces is used to determine the common area maintenance charge.

The Parties agree that Offices #203 and 204 are considered to be premium office space within the Porcher House. The Parties agree that, should another suitable office space (as determined by the City) within the Porcher House become available and should the City have the availability to lease Offices #203 and 204 at the full lease rate, that City hereby reserves the right to, with proper notice, relocate the Service Provider to other office space within the Porcher House.

Article 7 – Use of Leased Premises.

Section 7.1 – Use. The Premises shall be used and occupied by Service Provider in the operation of its lawful trade or business as presently carried on by Service Provider, limited to general office activities, more particularly described as non-profit association(s), in a safe, careful and proper manner, so as not to contravene any present or future governmental laws, rules, regulations, policies, procedures or orders. If improvements are necessary to comply with any of the foregoing or with the requirements of insurance carriers, due solely to Service Provider's use of the Premises, Service Provider shall be required to seek written approval from City prior to making the improvements and if approved, Service Provider shall pay the entire cost thereof.

Section 7.2 – Historic Preservation. Service Provider shall not use the Premises in any manner that disrupts the historic nature of the Porcher House through its use or alterations. This Agreement shall be subject to any historic preservation regulations and other requirements that are applicable to the Porcher House.

Section 7.3 – Nuisance. Service Provider shall not cause or maintain any nuisance in or about the Premises and the property thereon, and shall keep the Premises free of debris, rodents, vermin and anything of a dangerous, noxious, or offensive nature or which could create a fire hazard (through undue load on electrical circuits or otherwise) or undue vibration, heat, or noise.

Section 7.4 – Unlawful or Dangerous Activity. Service Provider shall neither use nor occupy the Premises or any part of the Premises for any unlawful, disreputable, or ultrahazardous business purpose nor operate or conduct Service Provider's business in a manner constituting a nuisance of any kind. Service Provider shall immediately, on discovery of any unlawful, disreputable, or ultrahazardous use, take action to halt such activity.

Section 7.5 – Common Areas. Service Provider shall have use of common areas including parking areas, ways, exits, entrances, roadways, and rest rooms for the general use, in common, of Service Providers, their officers, agents, employees, and customers. Service Provider's use of the common area use must not interfere with any of the City of Cocoa's operations and does not include any area on the first floor of the building.

Article 8 – Rent and Common Area and Maintenance Charges.

Section 8.1 – Annual Rental Amount. The City agrees to accept **One Dollar and 00/100 (\$1.00)** per year from the Service Provider, due on or before October 1, 2025, and August 1st for any renewal term, respectively, as a nominal annual Rental Amount for the rental of the Premises.

Section 8.2 – Monthly Common Area and Maintenance (CAM) charges. Common Area and Maintenance (CAM) charges, shall be paid on a monthly basis, on or before the 1st of each month. Payments made after the 5th day of the month shall be subject to a ten percent (10%) late fee. Monthly CAM charges due shall be in equal installments of Forty-One Dollars and 57/100 (\$41.57) for each month of this Agreement. Such monthly CAM charges due represent the collective amount due for both offices each month, which, separately are Nineteen Dollars and 07/100 (\$19.07) for Office #203 and Twenty-Two Dollars and 49/100 (\$22.49) for Office #204.

Common area costs shall mean all sums expended by the City for the maintenance and operation of the common areas and property management fees incurred by the City and all increases in any such costs and expenses. Costs for maintenance, management, and operation of the common areas shall include, but not be limited to, the following: cleaning, sweeping, resurfacing and restriping; cleaning and/or treating exterior brick surfaces; cleaning exterior window surfaces; repainting; repairs to buildings and improvements; relandscaping; supplying directional signs and other markers; car stops; lighting, water, and other utilities; and other costs necessary in the City's judgment for the maintenance and operation of the common areas, and any other charges, costs, and expenses that arise during the Term of this Agreement. This amount described above is subject to change based on circumstances unforeseen at the City's discretion.

Section 8.3 – Sales tax. The amounts due as provided for above do not include sales tax, inasmuch as the Service Provider, at the time of executing this Agreement, is a non-profit, tax-exempt corporation and thus provides that such sales tax is inapplicable. Should the Service Provider lose its status as a non-profit, tax-exempt corporation, at any time during the Term of this Agreement, applicable sales tax shall be calculated and imposed as of the date which the Service Provider no longer enjoys such status. The Service Provider shall give notice to the City of any change in its non-profit, tax-exempt status within five (5) days thereof, for the purpose of calculation, imposition and payment of applicable sales tax.

Section 8.4 – Payments to the City – General. All amounts payable by the Service Provider to the City under this Agreement, whether Rent or CAM charges, or any other payment, shall be payable when due, without deduction or set-off, in U.S. Dollars made payable to The City of Cocoa, Attention: Finance, at the address of, 65 Stone Street, Cocoa, Florida 32922, or to such other person or at such other address as City may from time to time designate in writing.

Section 8.5 – Late Fee and Costs. The Service Provider shall pay the City a late charge equal to ten percent (10%) of any payment amount if payment is not tendered and received within five (5) days of its due date. Such payment shall be submitted as described in Section 8.4 above. The Service Provider shall indemnify the City against all costs and charges (including legal fees) lawfully and reasonably incurred in enforcing payment thereof, and in obtaining possession of the Premises after default of the Service Provider or upon expiration or earlier termination of the Term of this Agreement, or in enforcing any covenant, proviso or agreement of Service Provider herein contained.

Article 9 – Use of City's Office Equipment. The Service Provider shall have no right to share in the use of City's office equipment.

Article 10 – Property Management. The Service Provider acknowledges that the City may retain a management company ("Management Company") to manage and operate the property described in this Agreement. The Service Provider hereby agrees not to interfere with the City or the Management Company's duties and responsibilities under the Management Agreement. This Agreement shall be subject to any applicable provision in any future Management Agreement and any provision of this Agreement that conflicts with the Management Agreement shall be null and void and the applicable provision of the Management Agreement shall be substituted for the conflicting Agreement provision as if that provision was originally made a part of this Agreement.

Article 11 – Maintenance, Repair, Alterations and Renovations by the City.

Section 11.1 – Maintenance, Repair and Replacement. The City shall be responsible for and shall expeditiously maintain and repair the foundations, structures and roofs of the Premises in their condition as they exist at the execution of this Agreement, less reasonable wear and tear over the Term, provided that:

- A. If all or part of the Premises is damaged or impaired, subject to Article 20 below, the City shall have a reasonable time in which to complete the necessary repair or replacement;
- B. The City shall use reasonable diligence in carrying out its obligations under this Article 11, but shall not be liable under any circumstances for any consequential damage to any person or property for any failure to do so; and
- C. Nothing contained herein shall be in derogation of the provisions of Article 20 of this Agreement regarding Destruction of the Premises.
- D. Under no circumstances shall the City be liable to the Service Provider for any damage suffered by the Service Provider, its employees, agents, customers or invitees as a result of moisture or water inside the Premises whether caused by natural disasters and other acts of God, leaks in the structure or in the plumbing.

Section 11.2 – Alterations by the City. City may from time to time make repairs, replacements, changes or additions to the structure, systems, facilities and equipment in the Premises where necessary to serve the Premises; provided, however, that in so doing the City shall not disturb or interfere with the Service Provider's use of the Premises and operation of its business any more than is reasonably necessary under the circumstances and shall repair any damage to the Premises caused thereby.

Section 11.3 – Renovation by the City. In the event the City determines it is necessary to renovate the Premises of the Service Provider, and said renovation may significantly impact the Service Provider's use of the Premises, the City may do so upon not less than sixty (60) calendar days notice. If deemed necessary by the City, the Service Provider shall relocate promptly upon the request of City, at the Service Provider's expense. During any period of City renovation where the Service Provider was required to relocate, there will be a rent abatement. Upon completion of renovation, the Service Provider will be required to return to the Premises and adhere to all terms of this Agreement.

Section 11.4 – Access by City. The Service Provider shall permit the City or the City's agents to enter the Premises at all reasonable hours, including outside normal business hours, and, during normal business hours where such will not unreasonably disturb or interfere with the Service Provider's use of the Premises and operation of its business, to examine or inspect the Premises, to provide services, to make repairs, replacements, changes or alterations as set out in this Agreement and/or that the Service Provider may neglect or refuse to make in accordance with the provisions

of this Agreement, and to take such steps as the City may deem necessary for the safety, improvement or preservation of the Premises or the building. The City shall, whenever possible, consult with or give reasonable notice to the Service Provider prior to such entry, but no such entry shall constitute an eviction or entitle the Service Provider to any abatement of Rent.

Article 12 – Maintenance, Repair, Alterations and Improvements by the Service Provider.

Section 12.1 – Condition of Premises. Except to the extent that the City is specifically responsible under Article 11 of this Agreement, the Service Provider shall maintain the Premises and all improvements therein in their condition, as they exist at the execution of this Agreement, less reasonable wear and tear, at the Service Provider's sole cost and expense.

Section 12.2 – Alterations by Service Provider. The Service Provider may from time to time at the Service Provider's own expense make changes, additions and improvements in the Premises to better adapt the same to its business, provided that any such change, addition or improvement shall:

- A. Be performed in a satisfactory manner and shall not weaken or impair the structural strength, or lessen the value, of the building or Premises, or change the purposes for which the building, or any part of the building, may be used; and
- B. Not compromise the historic nature of the Porcher House, as determined by the City; and
- C. Comply with the requirements of any governmental authority having jurisdiction; and
- D. Equal or exceed the then current standard for the building; and
- E. Require the prior written consent of City; and
- F. Require the Service Provider to obtain appropriate builder's risk or other additional insurance coverages or bonds during the construction, if applicable, and upon the City's request.

Should the Service Provider make changes, additions and improvements without complying with the provisions of this Section, the Service Provider shall be fully liable to the City to restore the Premises to the same or better condition that existed prior to the unauthorized changes, additions and improvements. If the Service Provider fails to make the restorations within the time prescribed by the City, the City may, at its discretion, immediately terminate this Agreement, without penalty, and restore the Premises at the Service Provider's sole expense.

Section 12.3 – Trade Fixtures and Personal Property. The Service Provider may install in the Premises its usual trade fixtures and personal property in a proper manner, provided that no such installation shall interfere with or damage the mechanical or electrical systems or the structure of

the building. If the Service Provider is not then in default hereunder, trade fixtures and personal property installed in the Premises by the Service Provider may be removed from the Premises:

- A. From time to time in the ordinary course of the Service Provider's business or in the course of reconstruction, renovation, or alteration of the Premises by the Service Provider; and
- B. During a reasonable period prior to the expiration of the Term;

provided that the Service Provider promptly repairs at its own expense any damage to the Premises or building resulting from such installation and removal.

Article 13 – Taxes.

Section 13.1 – Service Provider’s Taxes. The Service Provider shall pay on or before the last day on which payment may be made without penalty or interest, all applicable taxes, assessments, or other governmental charges that shall or may during the Agreement Term be imposed on, or arise in connection with the use of, the Premises or any part of the Premises including, but not limited to:

- A. Florida state sales tax, if applicable, and all other applicable taxes, including governmental leasehold intangible personal property taxes, other than income taxes and taxes of a similar nature, due on rentals, including city, state, county and federal taxes that may be in effect from time to time; and
- B. Taxes associated with operations at, occupancy of, or conduct of business in or from the Premises by or with the permission of the Service Provider; and
- C. Taxes on fixtures or personal property in the Premises which do not belong to the City; and
- D. It is the intention of the Parties that the rent specified in this Agreement is net rental, and the City shall receive such rent free from all taxes that are made payable by the Service Provider.

Section 13.2 – Notice of Payment of Taxes. The Service Provider shall, within seven (7) calendar days after the time provided for the payment of any applicable tax or other governmental charge by the Service Provider, produce and exhibit to the City satisfactory evidence of the payment.

Article 14 – Utilities. The City will be responsible for all electrical, garbage, water and sewer charges, however, will not be responsible or liable to the Service Provider for disruptions in service due to no fault of the City. All applications and connections for other necessary utility services on the Premises, such as telephone and internet service, shall be made in the name of the Service Provider only, with prior written consent of the City. The Service Provider shall be solely liable for utility charges, excluding electric, garbage, water and sewer, as they become due.

Article 15 – Insurance.

Section 15.1 – Insurance Requirements of the Service Provider relating to the Leased Premises. During the Term, the Service Provider shall maintain at its own expense:

- A. Fire insurance with extended coverage and water damage insurance in amounts sufficient to fully cover Service Provider alterations and all property in the Premises which is not owned by City; and
- B. Commercial General Liability or Businessowners' Liability insurance against claims for death, personal injury and property damage in or about the Premises, in amounts which are from time to time acceptable to a prudent tenant in the community in which the Premises is located, but not less than One Million Dollars (\$1,000,000.00) combined single limit, in respect of each occurrence. Coverage shall include:
 - 1. Premises and Operation.
 - 2. Broad Form Property Damage.
 - 3. Contractual liability coverage applicable to this specific Lease as an "insured contract," including any hold harmless and/or indemnification agreement.
 - 4. Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.
 - 5. Fire damage legal liability.
- C. Business property coverage for loss of alterations to the Premises and Service Provider's equipment and facilities for no less than One Hundred Percent (100%) of the full replacement cost of the covered property; and
- D. Workers' Compensation Insurance adequate in at least such amounts as are required by law, except where exempt by Florida Law, and Employer's Liability Insurance in an amount of \$1,000,000 each accident and disease; and
- E. As applicable, if Service Provider owns vehicles for transport to and from the facility, automobile liability coverage with coverage limit of not less than \$500,000 combined single limit bodily injury and minimum \$500,000 property damage as the combined single limit for each occurrence to protect the Service Provider 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 Service Provider or by anyone directly or indirectly employed by the Service Provider; and

All insurance required to be maintained by Service Provider must be issued by carriers having a Best's Rating of A or better, and a Best's Financial Size Category of VIII, or better, and/or Standard & Poor Insurance Solvency Review A-, or better, and authorized to engage in the business of insurance in the State of Florida. All policies for insurance required pursuant to this Article 15 shall name the City and the Service Provider as the insureds as their respective interests may appear, excluding worker's compensation policies, shall contain standard mortgagee clauses in favor of the holders of any mortgages on the City's property, shall be in a form and with an insurer reasonably acceptable to the City, shall require at least thirty (30) days written notice to the City of termination or material alteration during the Term, and shall waive, to the extent available, any right of subrogation against the City. Service Provider shall promptly deliver to City certified copies or other evidence of such policies prior to commencement of this Agreement and thereafter at least 30 days prior to the expiration of current policies or on replacement of each certified coverage and within 10 days of City's request for an updated certificate. The insurance requirements set forth herein shall not relieve or limit the liability of the Service Provider. The City does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect the Service Provider's interest or liabilities, but are merely minimums.

Section 15.2 – Insurance Requirements of the Service Provider Relating to the Municipal Services. During the Term of this Agreement, Service Provider shall also maintain, at its own expense, the following insurance coverage:

- A. *Worker's compensation insurance* in accordance with the applicable provisions of Florida law, except where exempt under Florida.
- B. *Directors and Officers Liability Coverage* for all corporate officers and directors of Service Provider with a combined single limit of \$1,000,000 for each occurrence and \$1,000,000 in the aggregate.
- C. *Commercial general liability insurance* with a combined single limit of \$1,000,000 for each occurrence and \$1,000,000 in the aggregate.

All policies for insurance required herein shall name the City and the Service Provider as the insureds as their respective interests may appear, shall be in a form and with an insurer reasonably acceptable to the City, shall require at least thirty (30) days written notice to the City of termination or material alteration during the Term, and shall waive, to the extent available, any right of subrogation against the City. The Service Provider shall provide a copy of all insurance certificates to the City. Should the Service Provider fail to provide the insurance certificates or fails to obtain coverage in the aforementioned amounts, the City shall have the right to terminate this Agreement if the Service Provider unreasonably delays compliance. If requested by the City, the Service Provider shall from time to time promptly deliver to the City certified copies or other evidence of such policies, and evidence satisfactory to the City that all premiums thereon have been paid and the policies are in full force and effect. The insurance requirements set forth herein shall not relieve or limit the liability of the Service Provider. The City does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect the Service Provider's interest or liabilities, but are merely minimums.

Section 15.3 – Personal Property. All personal property housed or placed at the Premises shall be at the risk of Service Provider, and the City shall have no liability for any damage or loss to any personal property located thereon for any cause whatsoever. The Service Provider agrees and understands that the City does not and shall not carry liability, fire, or theft insurance on the operation of the Premises to cover the Service Provider’s interest or personal or business property kept therein. The City and Service Provider specifically acknowledge that the Service Provider has declined to obtain flood insurance sufficient to fully cover Service Provider alterations and all property in the Premises which is not owned by the City. Accordingly, the Service Provider agrees to waive all claims for personal injury or death and property damage or loss from whatever causes arising from flooding of the Premises and further agrees to indemnify and save harmless the City, its elected officials, officers, employees, agents and servants from any liability and expense, including reasonable attorney’s fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, arising directly or indirectly out of or in connection with flooding of the Premises.

Section 15.4 – Contractors. Service Provider shall require all contractors performing work within the Premises to procure and maintain workers’ compensation, commercial general liability, and business auto liability. Both Service Provider and City shall be listed as additional insureds on all general liability policies of all such contractors.

Article 16 – Indemnification and Hold Harmless.

Section 16.1 – Indemnification and Hold Harmless Relating to Leased Premises. The Service Provider shall hold harmless and indemnify the City against any and all expenses, liabilities, and claims of every kind, including reasonable attorneys’ fees of attorneys selected by the City, and related expenses through all appellate proceedings, by or on behalf of any person or entity arising out of either: (1) the use, occupation, management, maintenance, repair, construction, or control of the Premises by Service Provider or its agents, servants, employees, customers, patrons, or invitees; (2) any act or omission of the Service Provider or its agents, servants, employees, customers, patrons, or invitees arising out of this Agreement, including, but not limited to, those claims arising in conjunction with use of the facility, improper, or defective maintenance, or installation; (3) a failure by the Service Provider to perform any of the terms or conditions of this Agreement; (4) any injury or damage happening on or about the Premises; (3) failure to comply with any law of any governmental authority; or (5) any mechanic's lien or security interest filed against the Premises or equipment, materials, or alterations of buildings or improvements on the Premises, unless such claims are a result of the City’s sole negligence or willful misconduct.

The Service Provider specifically assumes potential liability for actions brought by the Service Provider’s own employees against the City and, solely for the purpose of this indemnification and defense, the Service Provider 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 Service Provider recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the City when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration

provided by the City in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This Section shall survive the termination of this Agreement. Compliance with any insurance requirements required elsewhere within this Agreement shall not relieve the Service Provider of its liability and obligation to defend, hold harmless and indemnify the City as set forth in this Section of the Agreement. Nothing herein shall be construed to extend the City's liability beyond that provided in Section 768.28, Florida Statutes.

Section 16.2 – Indemnification and Hold Harmless Relating to the Municipal Services. For all Municipal Services and Work performed pursuant to this Agreement, the Service Provider shall indemnify and hold harmless the City, its employees, attorneys and officers, from and against all claims, losses, damages, personal injuries (including but not limited to death), or liability (including reasonable attorney's fees), directly or indirectly arising from, or out of the following: (a) the acts, errors, omissions, intentional or otherwise, arising out of or resulting from Service Provider's and its employees, partners, contractors, volunteers, and agents performance of the Municipal Services and Work being performed under this Agreement; (b) Service Provider's, and its employees, partners, contractors, volunteers, and agents failure to comply with the provisions of any federal, state, or local laws, ordinance, or regulations applicable to Service Provider and its employees, partners, contractors, volunteers, and agents performance under this Agreement; and (c) any fraud and misrepresentation conducted by Service Provider and its employees, partners, contractors, volunteers, and agents. Service Provider shall not indemnify City against the sole negligence, gross negligence or willful misconduct of City or its employees or agents.

The Service Provider specifically assumes potential liability for actions brought by the Service Provider's own employees against the City and, solely for the purpose of this indemnification and defense, the Service Provider 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.

Nothing in this Agreement is intended to serve as a waiver of sovereign immunity by the City. Nothing in this Agreement shall be construed as consent by the City to be sued by third parties in any matter arising out of this Agreement or any other contract. The indemnification provided above shall obligate the Service Provider to defend at its own expense or to provide for such defense, at the option of the City, of any and all claims of liability and all suits and actions of every name and description that may be brought against the City or its employees and officers which may result from the Municipal Services and Work performed under this Agreement whether the Municipal Services and Work are performed by the Service Provider, its employees, contractors, partners, volunteers, and agents or anyone directly or indirectly employed by the Service Provider. In all events the City shall be permitted to choose legal counsel of its sole choice, the fees for which shall be reasonable and subject to and included with the indemnification provided herein. This Section shall survive the termination of this Agreement.

Article 17 – Transfers by the City. Nothing in this Agreement shall restrict the right of the City to sell, convey, assign, mortgage or otherwise deal with the City's property or the right of the City to assign its interest in this Agreement subject only to the rights of the Service Provider under this Agreement.

Article 18 – Default or Breach. Each of the following events shall constitute a default or breach of this

Agreement by the Service Provider:

- A. If the Service Provider fails, as determined by the City, to perform the Municipal Services as described in Article 5.
- B. If the Service Provider, or any successor or assignee of the Service Provider while in possession, shall file a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act, or shall voluntarily take advantage of any such act by answer or otherwise, or shall make an assignment for the benefit of creditors.
- C. If the Service Provider shall fail to pay City any rent (inclusive of CAM charges) or additional rent when the rent shall become due and shall not make the payment within five (5) calendar days of its due date.
- D. If the Service Provider shall fail to perform or comply with any of the conditions of this Agreement and if the nonperformance shall continue for a period of seven (7) calendar days after notice of nonperformance given by the City to the Service Provider or, if the performance cannot be reasonably had within the seven (7) calendar day period, Service Provider shall not in good faith have commenced performance within the seven (7) calendar day period and shall not diligently proceed to completion of performance.
- E. If the Service Provider shall vacate or abandon the Premises.
- F. If this Agreement or the estate of Service Provider under this Agreement shall be transferred to or shall pass to or devolve on any other person or party, except in the manner permitted in this Agreement.
- G. If the Service Provider fails to take possession of the Premises on the term commencement date, or within seven (7) calendar days after notice that the Premises are available for occupancy, if the term commencement date is not fixed in this Agreement or shall be deferred as provided in Agreement.

Notwithstanding anything else to the contrary herein, Service Provider and City expressly waive the statutory notice requirements of Section 83.20, Florida Statutes, and agree that all notices of default shall be required to be given solely as provided for in this Agreement.

Article 19 – Effect of Service Provider Default or Breach. In the event of any default or breach under this Agreement, including but not limited to the events as set forth in Article 18, the rights of the City shall be as follows:

- A. The City shall have the right to cancel and terminate this Agreement, as well as all of the right, title, and interest of Service Provider under this Agreement, provided, however, that the City shall first deliver to Service Provider written notice of the default and provide not less than seven (7) calendar days' opportunity to cure the default. On expiration of the time fixed in the notice, this Agreement and the right, title, and interest of the Service Provider under this Agreement, shall terminate in the same manner and with the same force

and effect, except as to the Service Provider's liability, as if the date fixed in the notice of cancellation and termination were the end of the term originally set forth in this Agreement.

- B. The City may elect, but shall not be obligated, to make any payment required of Service Provider in this Agreement or comply with any agreement, term, or condition required by this Agreement to be performed by Service Provider. The cost of such payment or action to comply shall be reimbursed to City by the Service Provider. The City shall have the right to enter the Premises for the purpose of correcting or remedying any such default and to remain until the default has been corrected or remedied, but any expenditure for the correction by the City shall not be deemed to waive or release the default of the Service Provider or the right of City to take any action as may be otherwise permissible under this Agreement in the case of any default, including holding the Service Provider responsible for any City expenditure.
- C. The City may reenter the Premises immediately and remove the property and personnel of Service Provider, and store the property in a public warehouse or at a place selected by City, at the expense of Service Provider, except to the extent that a court order pursuant to an action or proceeding at law is required pursuant to section 83.05, Florida Statutes. The City shall not be entitled to “lock Service Provider out” or utilize any other self-help measures to dispossess Service Provider absent a court order, except as permitted by section 83.05, Florida Statutes. After reentry City may terminate the Agreement on giving seven (7) calendar days' written notice of termination to Service Provider. Without the notice, reentry will not terminate this Agreement. On termination, City may recover from Service Provider all damages proximately resulting from the breach, including the cost of recovering the Premises and the value of the balance of this Agreement over the reasonable rental value of the Premises for the remainder of the Agreement term, which sum shall be immediately due City from Service Provider.
- D. After reentry, City may relet the Premises or any part of the Premises for any term without terminating this Agreement, at the rent and on the terms as City may choose. City may make alterations and repairs to the Premises. The duties and liabilities of the Parties if the Premises are relet as provided in this section shall be as follows:
 - i. In addition to the Service Provider's liability to the City for breach of the Agreement, the Service Provider shall be liable for all expenses of the reletting, for the alterations and repairs made, and for the difference between the rent received by City under the new Agreement and the rent installments that are due for the same period under this Agreement.
 - ii. The City shall have the right, but shall not be required, to apply the rent received from reletting the Premises to: (1) reduce the indebtedness of the Service Provider to the City under this Agreement, not including indebtedness for rent; (2) expenses of the reletting and alterations and repairs made; (3) rent due under this Agreement; or (4) to payment of future rent under this Agreement as it becomes due.

- iii. If the new tenant does not pay a rent installment promptly to City, and the rent installment has been credited in advance of payment to the indebtedness of the Service Provider other than rent, or if rentals from the new tenant have been otherwise applied by City as provided for in this section and during any rent installment period are less than the rent payable for the corresponding installment period under this Agreement, the Service Provider shall pay City the deficiency, separately for each rent installment deficiency period, and before the end of that period. The City may at any time after a reletting terminate this Agreement for the breach on which the City had based the reentry and subsequently relet the Premises.
- iv. After reentry, the City may procure the appointment of a receiver to take possession and collect rents and profits of the business of the Service Provider. The receiver may carry on the business of the Service Provider and take possession of the personal property used in the business of the Service Provider, including inventory, trade fixtures, and furnishings, and use them in the business without compensating the Service Provider. Proceedings for the appointment of a receiver by the City, or the appointment of a receiver and the conduct of the business of the Service Provider by the receiver, shall not terminate and forfeit this Agreement unless the City has given written notice of termination to the Service Provider as provided in this Agreement.

Article 20 – Destruction of Premises. In the event of a partial or total destruction of the Premises by no fault of the Service Provider during the term of this Agreement as a result of fire, earthquake, accident or other casualty, City may, but shall not be obligated to, promptly repair such damage, provided the repairs can be made within a reasonable number of days under the laws and regulations of applicable governmental authorities and the cost of repairs are budgeted and appropriated by the City of Cocoa City Council. Upon such partial or total destruction and election of the City Council to repair such destruction, the Agreement shall neither annul nor be void, except that Service Provider shall be entitled to a proportionate reduction of rent while the repairs are being made, any proportionate reduction being based on the extent to which the making of repairs shall interfere with the business carried on by Service Provider on the Premises. In the event that City does not elect to make repairs or is unable to restore the Premises within a reasonable number of days, this Agreement may be terminated at the option of either party and rent abated as of the date of the total or partial destruction. If total or partial destruction occurs as a result of an act of Service Provider or Service Provider’s employees, agents, customers or invitees, only City shall have the right of termination, and no reduction in rent shall be made.

Article 21 – Condemnation. Rights and duties in the event of condemnation subsequent to the effective date of this Agreement are as follows:

- A. If the whole of the Premises shall be taken or condemned by any competent authority for any public or quasi-public use or purpose or in the event of a partial taking in which the balance of the Premises remaining cannot suitably be used by Tenant for its purposes herein stated, this Agreement shall cease and terminate as of the date on which title shall vest in that authority, and the rent reserved under this Agreement shall be apportioned and paid up to that date.

- B. If only a portion of the Premises shall be taken or condemned and the balance of the Premises can be suitably used by the Service Provider for its purposes herein stated, this Agreement shall not cease or terminate, but the rent payable after the date on which the Service Provider shall be required to surrender possession of such portion shall be reduced in proportion to the decreased use suffered by the Service Provider as the Parties may agree.
- C. In the event of any taking or condemnation in whole or in part, the entire resulting award of compensation or proceeds shall belong to the City without any deduction from such award for the value of the unexpired term of this Agreement or for any other estate or interest in the Premises now or later vested in the Service Provider. The Service Provider assigns to City all Service Provider's right, title, and interest in any and all such awards and waives any claims therefor.

Article 22 – Subordination. This Agreement and all rights of the Service Provider under this Agreement shall be subject and subordinate to the lien of any and all mortgages or requirements of any historic preservation grant that may now or in the future affect the Premises, or any part of the Premises, and to any and all renewals, modifications, or extensions of any such mortgages or grants. The Service Provider shall on demand execute, acknowledge, and deliver to the City, without expense to the City, any and all instruments that may be necessary or proper to subordinate this Agreement and all rights in this Agreement to the lien of any such mortgage(s) and grant(s). If the Service Provider shall fail at any time to execute, acknowledge, and deliver any such subordination instrument, the City, in addition to any other remedies available in consequence of such failure, may execute, acknowledge, and deliver the subordination instrument as the Service Provider's attorney-in-fact and in the Service Provider's name. The Service Provider irrevocably makes, constitutes, and appoints the City, its successors and assigns, the Service Provider's attorney-in-fact for that purpose.

Article 23 – Access to Premises; Sign Posted by the City. The Service Provider shall permit the City or its agents to enter the Premises at all reasonable hours to inspect the Premises, make repairs that Service Provider may neglect or refuse to make in accordance with the provisions of this Agreement, and also to show the Premises to prospective buyers, renters, or government officials in the course of the City of Cocoa's municipal functions. At any time, within three (3) months prior to expiration of the term of this Agreement, the City may show the Premises to persons wishing to rent them. The Service Provider shall, within three (3) months prior to expiration of the term of this Agreement, permit the usual notices of "For Rent" and "For Sale" to be placed on the Premises and to remain on the Premises without hindrance and molestation.

Article 24 – Easements, Agreements, or Encumbrances. The Parties shall be bound by all existing easements, agreements, and encumbrances, which may or may not be of record relating to the Premises, and the City shall not be liable to the Service Provider for any damages resulting from any action taken by a holder of an interest pursuant to the rights of that holder.

Article 25 – Quiet Enjoyment. Subject to the terms and conditions of this Agreement, the City warrants that the Service Provider shall be granted peaceable and quiet enjoyment of the Premises free from any eviction or interference by the City if the Service Provider pays the rent and other charges provided in this Agreement, and otherwise fully and punctually performs the terms and conditions, in relation to the

Municipal Services or otherwise, imposed on the Service Provider by this Agreement.

Article 26 – Liability of the City. The Service Provider shall be in exclusive control and possession of the Premises, and the City shall not be liable for any injury or damages to any property or to any person on or about the Premises or for any injury or damage to any property of the Service Provider. The provisions of this Agreement permitting the City to enter and inspect the Premises are made to insure that Service Provider is in compliance with the terms and conditions of this Agreement and to insure that the Service Provider makes repairs that the Service Provider has failed to make. The City shall not be liable to the Service Provider for any entry on the Premises for inspection purposes.

Article 27 – Rent abatement. No abatement, diminution, or reduction of rent shall be claimed or allowed to the Service Provider or any person claiming under the Service Provider under any circumstances, whether for inconvenience, discomfort, interruption of business, or otherwise, arising from the making of alterations, improvements, or repairs to the Premises, because of any governmental laws, or arising from and during the restoration of the Premises after their destruction or damage by fire or other cause, or the taking or condemnation of a portion only of the Premises, except as provided in Articles 11, 20 and 21.

Article 28 – Representations by City. At the commencement of the term, the Service Provider shall accept the Premises and improvements and any equipment in their existing condition and state of repair, and the Service Provider agrees that no representations, statements, or warranties, express or implied, have been made by or on behalf of the City in respect to the buildings, improvements and equipment, except as contained in the provisions of this Agreement.

Article 29 – Assignment, Sublease or Sale.

Section 29.1 – Assignment or Sublease by Service Provider. Except as explicitly authorized by this subsection, neither the Service Provider nor the Service Provider’s successors or assigns shall assign, mortgage, pledge, or encumber this Agreement or sublet the Premises in whole or in part, or permit the Premises to be used or occupied by others, nor shall this Agreement be assigned or transferred by operation of law, without the prior, express, and written consent in writing of the City in each instance.

If this Agreement is assigned or transferred, or if all or any part of the Premises is sublet or occupied by anybody other than Service Provider, the City may, after default by the Service Provider, collect rent from the assignee, transferee, subtenant, or occupant, and apply the net amount collected to the rent reserved in this Agreement. However, any such assignment, subletting, occupancy, or collection shall not be deemed a waiver of any agreement or condition of this Agreement, or the acceptance of the assignee, transferee, subtenant, or occupant as the Service Provider. The Service Provider shall continue to be liable under this Agreement in accordance with its terms and conditions and shall not be released from the performance of the terms and conditions of this Agreement.

Section 29.2 – Assignment by City. City shall have the right to transfer, assign and convey, in whole or in part, any and all of its rights under this Agreement provided that the assignee and any assignee of the fee simple title of the Premises assume the obligations and duties of City arising under this Agreement.

Section 29.3 – Sale, Conveyance and Assignment. Nothing in this Agreement shall restrict the right of the City to sell, convey, assign, mortgage or otherwise deal with the Premises or the right of the City to assign its interest in this Agreement subject only to the rights of the Service Provider under this Agreement.

Article 30 – Surrender of Possession. The Service Provider shall, on the last day of the term, or on earlier termination and forfeiture of this Agreement, peaceably and quietly surrender and deliver the Premises to the City free of subtenancies, including all buildings, additions, and improvements constructed or placed on the Premises by the Service Provider, except moveable trade fixtures, all in good condition and repair. If the City so elects, any trade fixtures or personal property belonging to the Service Provider, if not removed at the termination or forfeiture of this Agreement, shall be deemed abandoned and become the property of the City without any payment or offset for such fixtures or property. At the City's election, the City may remove such fixtures or property from the Premises and store them at the risk and expense of the Service Provider. The Service Provider shall repair and restore all damage to the Premises caused by the removal of equipment, trade fixtures, and personal property. If, without City's express written consent, Service Provider or any other person claiming for, through, by or under Service Provider, shall hold the Premises or any part thereof for any period of time after the same should have been surrendered under the provisions of this Agreement, then Service Provider and such other person shall be subject to eviction or removal, forcible or otherwise, as allowed by law, it being understood that City shall at all times have available all remedies, rights and proceedings available to City with respect to the collection of rents or the repossession of the Premises under the laws of the State of Florida.

Article 31 – Notices. Communication and details concerning this Agreement shall be directed to the following contact representatives:

Attn: City Manager City of Cocoa 65 Stone Street Cocoa, Florida 32922 321-433-8660 with copy to Anthony A. Garganese, City Attorney Garganese, Weiss, D'Agresta & Salzman, P.A. P.O. Box 2873 Orlando, Florida 32802-2873 407-425-9566	Attn: Historic Cocoa Village Main Street 434 Delannoy Avenue Suite 204 Cocoa, FL 32922 (321) 631-9075
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Any notice from one party to the other hereunder shall be in writing and shall be deemed duly served if delivered to the party being served or if mailed by First Class and registered or certified mail. 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 by First Class and Certified or Registered mail, on the third business day after mailing. Either party shall have the right to designate by notice, in the manner above set forth, a different address to which notices are to be mailed.

Article 32 – Miscellaneous.

Section 32.1 – Right to Refuse Admission and to Eject. The City reserves the right to refuse admission to the Premises, outside of ordinary business hours, to any person not known by the City or properly identified; to eject any person from the Premises whose conduct may tend to be harmful to the safety and interests of the Premises, the tenants and the property thereon; to close any part of the Premises during any riot or other commotion where person or property may be impaired or prior to, during, or after a Hurricane or other natural disaster.

Section 32.2 – Service Provider Not to Allow Lien or Encumbrances. The Service Provider shall not permit to be created nor to remain undischarged any lien, encumbrance, or charge arising out of any work of any contractor, mechanic, laborer, or materialman which might be or become a lien or encumbrance or charge upon the Premises of which the Premises is a part. If any lien or notice of lien on the account of any debt of the Service Provider shall be filed against the Premises or the property of which the Premises is a part, and the Service Provider fails to discharge the lien or notice of lien within twenty (20) days of filing, the City, in addition to any other legal rights or remedies, may, but shall not be obligated to, discharge the same by either paying the amounts claimed to be due, or shall be entitled to defend any prosecution of an action for foreclosure of such lien. Any amount paid by the City and all costs and expenses (including reasonable attorneys' fees and interest) incurred by City in connection therewith shall be paid by the Service Provider.

Section 32.3 – Condition Precedent. All rights, obligations and liabilities of the City and the Service Provider shall be subject to satisfaction of the condition precedent of the complete execution of this Agreement by the Service Provider and the City Manager of the City of Cocoa.

Section 32.4 – Binding Effect. This Agreement shall bind and inure to the benefit of the respective heirs, personal representatives, successors, and assigns of the Parties.

Section 32.5 – Professionalism and Standard of Care. The Service Provider shall do, perform and carry out in a professional manner all Municipal Services required to be performed by this Agreement. Service Provider shall also use the degree of care and skill in performing the Municipal Services that are ordinarily exercised under similar circumstances by reputable members of Service Provider's profession working in the same or similar locality as Service Provider.

Section 32.6 – Warranty of Professional Services & Compliance with Law. The Service Provider (for itself and any of its employees, contractors, volunteers, partners, and agents used to perform the Municipal Services) hereby warrants unto the City that all of its employees (and those of any of its contractors, partners, and agents used to perform the Municipal Services) have sufficient experience to properly complete the Municipal Services specified herein or as may be performed pursuant to this Agreement. In pursuit of any Municipal Services, the Service Provider shall supervise and direct the Municipal Services, using its best skill and attention. The Service

Provider shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of any public authority during the performance of the Municipal Services.

Section 32.7 – 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 City and Service Provider is such that the Service Provider is an independent contractor and not an agent of the City. The Service Provider, its contractors, volunteers, partners, agents, and their employees are independent contractors and not employees of the City. No provision contained herein shall be construed as creating a joint venture between the Parties. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor, between the City, on one hand, and the Service Provider, its contractors, volunteers, partners, employees, or agents, during or after the performance of the Work under this Agreement.

Section 32.8 – Public Records. Pursuant to Section 119.0701, Florida Statutes and other applicable public records laws, Service Provider 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 Service Provider 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 Service Provider. 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 Service Provider 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 SERVICE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SERVICE PROVIDER'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, 65 STONE ST., COCOA, FLORIDA 32922.

Service Provider is required to and agrees to comply with public records laws. Service Provider shall keep and maintain all public records required by the City to perform the services as agreed to herein. Service Provider 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. Service Provider 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, Service Provider shall transfer to the City, at no cost, all public records in possession of the Service Provider, provided the transfer is requested in writing by the City Clerk. Upon such transfer, Service Provider 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 Service Provider 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 Service Provider of the request and the Service Provider shall then provide such records to the City or allow the records to be inspected or copied within a reasonable time. If the Service Provider does not comply with a public records request, the City may enforce this Section to the extent permitted by law. Service Provider acknowledges that if Service Provider does not provide the public records to the City within a reasonable time, Service Provider may be subject to penalties under Section 119.10, Florida Statutes. Service Provider acknowledges that if a civil action is filed against Service Provider to compel production of public records relating to this Agreement, the court may assess and award against Service Provider 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 Service Provider, be open and freely exhibited to the City for the purpose of examination, audit, or otherwise. Failure by Service Provider 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 Service Provider 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 Service Provider's failure to comply with this Section, the City shall collect from Service Provider prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against Service Provider. 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 Service Provider's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

Section 32.9 – Audit and Inspections. All Service Provider's records with respect to the providing of Municipal Services under this Agreement shall be made available to the City, at any time during normal business hours, as often as the City deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Failure of the Service Provider to comply with the above audit requirements will constitute a material breach of this Agreement.

Section 32.10 – Civil Rights. The Service Provider agrees to comply with any and all federal, state and local civil rights laws, including, but not limited to Title VI of the Civil Rights Act of 1964 as amended; Title VII of Civil Rights Act of 1968 as amended; Section 109 of Title I of the Housing and Community Development Act of 1974; Section 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; the Age and Discrimination Act of 1975; Executive Order 11063; and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.

Section 32.11 – Severability. Should any paragraph or any part of any paragraph of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such a determination shall not render void, invalid, or unenforceable any other paragraph or any part of any paragraph in this Agreement.

Section 32.12 – Choice of Law; Venue. This Agreement has been made and entered into in the State of Florida, County of Brevard, and the laws of such state shall govern the validity and interpretation of this Agreement and the performance due hereunder. The Parties agree that venue shall be exclusively in Brevard County, Florida, for all state court actions or disputes which arise out of or based upon this Agreement, and in Orlando, Florida for all federal court actions or disputes which arise out of or are based upon this Agreement.

Section 32.13 – 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.

Section 32.14 – Attorney’s Fees. 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.

Section 32.15 – Headings. All headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

Section 32.16 – Waiver. Any waiver by City of any breach or violation of Service Provider’s obligations under this Agreement shall not be construed as a continuing waiver or consent to any subsequent breach or violation.

Section 32.17 – Corporate Representations. Service Provider makes the following representations to City:

- A. Service Provider is duly organized and in good standing under the laws of the State of Florida, and is duly qualified and authorized to carry on the functions, responsibilities, and obligations in this Agreement.
- B. The undersigned signatory for Service Provider 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 Service Provider has been duly authorized by the board of directors and/or president of Service Provider. In support of said representation, Service Provider agrees to provide, if requested by the City, a copy to the City of a corporate certificate of good standing provided by the State of Florida prior to, or any time after, the execution of this Agreement.

Section 32.18 – City’s Right of Inspection. In addition to any rights of inspection of the City in relation to the occupancy of the Premises by the Service Provider as a tenant, the City is hereby granted the right of entry onto Service Provider’s property used to perform the Municipal Services for purposes of determining Service Provider’s compliance with this Agreement. The Service

Provider hereby agrees to fully cooperate with the City in permitting the City to conduct said inspections.

Section 32.19 – Time of Performance/Term. Time is of the essence under this Agreement. Municipal Services provided by the Service Provider shall begin immediately upon execution of this Agreement.

Sections 32.8, 32.9, 16.1, 16.2 and 32.22 shall survive the termination of this agreement.

Section 32.20 – Assignment. Except as explicitly provided in Section 29.1, this Agreement shall not be assigned by the Service Provider unless agreed to in writing by the City.

Section 32.21 – No City Obligation for Future Obligations to the Service Provider. No provision in this Agreement shall be construed as requiring the City to provide a lessened or nominal rental amount or otherwise in exchange for Municipal Services, or shall otherwise obligate the City in any respect relating to the Service provider, in the future.

Section 32.22 – 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. 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 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.

Section 32.23 – Radon Gas. Radon 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 health department. The City has not undertaken any independent study of the radon levels in the Premises. The above notice should not be construed or interpreted as a notice that the Premises are exposed to quantities of radon which pose a health risk. The notice is included in this Agreement simply because radon disclosures are now required in all leases pursuant to Florida law.

Section 32.33 – Trafficking. As a condition of this contract, Service Provider shall attest under penalty of perjury, that Service Provider does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes. Attestations shall be documented using a Human Trafficking Affidavit as provided by the City.

Article 33 – Recordation. This Agreement shall be recorded in the public records of Brevard County, Florida.

IN WITNESS WHEREOF, this Agreement is entered into as of the day and year the last party signs this Agreement as stated below.

WITNESS:

**GREATER COCOA COMMUNITY
PARTNERSHIP, INC. d/b/a “HISTORIC
COCOA VILLAGE MAIN STREET”**

Print Name: _____
Address: _____

By: _____

Print Name: _____
Address: _____

Print name: _____

Title: _____

Date: _____

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 _____, the _____ of the Greater Cocoa Community Partnership, Inc., a Florida not-for-profit corporation. He/she 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: _____

ATTEST:

CITY OF COCOA:

Monica Arsenault, City Clerk

Michael C. Blake, Mayor

Date: _____

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 Michael C. Blake, the Mayor of the City of Cocoa, Florida, a Florida municipal corporation. He 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

SCOPE OF WORK

A. GENERAL OBLIGATIONS

1. The Service Provider shall partner with and support the City to fulfill, at a minimum, the community-based projects provided for hereunder in Section B.
2. The Municipal Services shall largely focus on the coordination and implementation of physical improvements to the City, as directed by the City.
3. In addition to the specific projects identified in Section B. hereunder, the Service Provider shall support other community beautification projects, provide volunteers in support of City-sponsored (leisure Services and otherwise) events and/or economic development initiatives.
4. The Service Provider shall supply all personnel necessary to provide the Municipal Services detailed herein.

B. SPECIFIC PROJECTS

- A. The Service Provider will provide to the City a promotional table at each of the Service Provider's upcoming events for the City to display any promotional events or materials.
- B. The Service provider will include the City logo on all promotional materials for upcoming events. The City shall review the Service Provider's promotional materials in advance of their release and the City may reject inclusion of the City logo thereon in its sole discretion.
- C. The Service Provider will help promote and collect items for the City's food, toy, and school supply drives.
- D. The Service provider will help plan and promote the "Hot Cocoa Holidays" events which will occur annually, which include but are not limited to, the Holiday Craft Fair, Cocoa/Rockledge Holiday Parade, and Cocoa Holiday Festival.
- E. The Service Provider will be the organizing body of an art/design committee that will facilitate art projects in the historic downtown.
- F. The Service Provider will coordinate business signage in the downtown, to include number of signs per station and removing businesses that are no longer operating, and will coordinate with the City to establish guidelines and maintenance schedules and procedures. Service Provider will also coordinate the directory signs throughout the Village to include an updated map of the historic downtown, list of events and an updated list of merchants in the downtown.
- G. Service Provider will work with the City's Economic Development Department on enhancing the welcome packet given to all new businesses in the community.
- H. Service Provider will coordinate with the City's Public Relations Specialist on marketing materials for the historic downtown, including but not limited to, tourism marketing and advertising, and Historic Cocoa Village brochure.

- I. Service Provider will host community events in the historic downtown to include but not limited: Arts & Crafts Fairs, Sip & Stroll events, Car Shows, etc.
- J. Service Provider will assist the City's Public Works Department on various landscaping enhancement projects for the historic downtown and will seek grants where possible to enhance the landscaping and ambiance of the downtown.
- K. Service Provider will coordinate with the City's Public Works Department to help with the annual sidewalk/curb cleaning project.
- L. Service Provider will work with property owners in the downtown to put up temporary signage in the vacant storefronts to enhance the look and cohesiveness of the downtown.
- M. The Service Provider will conduct a brand audit, rebrand and implement a new website to strengthen the marketing strategy for the historic downtown. The audit will outline the brand of the Historic Downtown and outline recommendations for how the downtown should be marketed to attract new residents, patrons, and visitors.
- N. The Service Provider will work with the Public Information Officer to co-op on advertising and marketing opportunities highlighting the historic downtown as a destination including, but no limited to, visitors guides and waterfront advertising.
- O. The Service Provider will help conduct a waste audit, surveying all of the businesses in Historic Cocoa Village. The survey will include but is not limited to information regarding the types of generators, receptacles, payments, surveyors' roles, etc.

CITY COUNCIL AGENDA ITEM

Memo Date: September 15, 2025
Agenda Date: September 23, 2025
File ID: 2025-914
Prepared By: Samantha Senger, Communications & Economic Development Director
Through: Stockton Whitten, City Manager
Requested Action: Council approval to apply for the National Recreation and Park Association 2026 Youth Sports Access Grant Program to fund in-kind the soccer mini-pitch at Provost Park.

BACKGROUND:

The National Recreation and Park Association in partnership with Musco is offering the 2026 Youth Sports Access Grant Program. The grant seeks to increase access to youth sports around the country. As part of the grant program, agencies will receive funding to address barriers to participating in youth sports, increase access to youth sports, and improve the quality of youth sports opportunities across the community. The grant amount is \$20,000 in cash funds per grant plus \$100,000 in support of in-kind infrastructure donation from Musco Lighting that can be used for the installation of Mini-Pitch System.

The grant deadline to apply is October 10, 2025 with notice of award by January 15, 2026. Infrastructure installation would need to occur between January 2026-June 2027. This would be for one of the two Mini-pitches that are being installed at the park along with the Fitness Court.

PRIORITY AREA CONNECTION:

Investment in Public Infrastructure
Economic and Community Development

BUDGETARY IMPACT:

None at this time.

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Council approval to apply for the National Recreation and Park Association 2026 Youth Sports Access Grant Program to fund in-kind the soccer mini-pitch at Provost Park.



INTERNAL GRANT APPLICATION FORM

Completed and Signed Copy of this Form **Must Be Attached** to all Grant Agenda Items

DEPARTMENT: Communication and Economic Development	DIVISION: Economic Development
POINT OF CONTACT: Samantha Senger	PROJECT MANAGER: Samantha Senger
NAME OF GRANT: 2026 Youth Sports Access Grant Program	
Assistance Listing# /CFSA#:	FUNDING AGENCY: National Recreation and Parks Association
AMOUNT REQUESTED: \$ 100,000	GRANT DUE DATE: 10/10/2025
PROJECT DESCRIPTION: This grant will provide in-kind funding towards the Soccer Mini-Pitch at Provost Park through Musco.	
MATCH REQUIRED: No (IF YES, HOW MUCH :) \$	TARGET DATE TO COUNCIL: 09/23/2025
REIMBURSEMENT GRANT: No	REIMBURSEMENT SCHEDULE:
WHAT ARE THE REPORTING REQUIREMENTS? Participate in quarterly project update calls, Participate in all Learning Community activities, Collaborate with NRPA to assess the impact of the implemented strategy (or strategies), Methods of assessment could include surveys, focus groups and/or interviews with local park and recreation professionals, youth, parents, coaches, and/or other local stakeholders, Agencies will participate in baseline, quarterly, and final data collection activities as well as a short follow-up call approx. 6-12 months following the end of the grant period, Infrastructure installation and activation project must be completed by June 30, 2027, Final reports are due to NRPA on this date	
FUTURE REQUIREMENTS TO CONSIDER:	

Samantha
Senger

Digitally signed by Samantha
Senger
Date: 2025.09.15 13:53:34
-04'00'

Department Director

Grants Writer

Lora Howell

Digitally signed by Lora
Howell
Date: 2025.09.16 08:07:28
-04'00'

Deputy Finance Director

Rebecca
Bowman

Digitally signed by Rebecca
Bowman
Date: 2025.09.16 11:19:13
-04'00'

Finance Director

CITY COUNCIL AGENDA ITEM

Memo Date: September 5, 2025
Agenda Date: September 23, 2025
File ID: 2025-892
Prepared By: Zoie Badalov, Senior Budget Analyst
Through: Rebecca Bowman, Finance Director
Stockton Whitten, City Manager
Requested Action: FY 2025 August Budget Adjustment Report

BACKGROUND:

Pursuant to the Cocoa City Charter, Article XII, Section 5.b., the following report details the budget adjustments that were approved in Fiscal Year 2025 through August 31, 2025.

Section 5. — Appropriations.

(a) Appropriations for expenditures shall be established by the budget, and from the effective date of the budget the various amounts stated therein as proposed expenditures shall be and become appropriated to the various objects and purposes set forth in the budget.

(b) At any time during the fiscal year, the city council may, by resolution, transfer part or all of the unencumbered appropriation balance from one department or major organizational unit to the appropriation for other departments or major organizational units. The city manager may transfer part or all of any unencumbered appropriation balances among programs within a department or organizational unit and shall report such transfers to the city council in writing in a timely manner. The monetary amount of the city manager's transfer authority shall be established by the city council by resolution.

PRIORITY AREA CONNECTION:

Organizational Effectiveness

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Informational Item Only

FY 2025 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 8/31/2025

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
11/12/2024	001-0000-331.20-29	\$416	ENC/BUDADJ PO ROLL	399
	001-0000-334.50-55	\$60,781		
	001-0000-334.70-11	\$134,764		
	001-0000-389.99-50	\$4,213,584		
11/19/2024	001-0000-389.90-00	\$1,199,955	TEMP AFB PUMPER TRUCK RESOLUTION# 2024-105	
11/20/2024	001-0000-331.20-31	\$13,263	FY25 BPV GRANT RESOLUTION# 2024-104	
	001-0000-389.99-50	(\$13,263)		
11/30/2024	001-0000-381.91-10	(\$800)	13) CRA POLICE DETAIL OCT-NOV CLEANUP	
	001-0000-389.90-00	\$800		
12/10/2024	001-0000-334.50-55	\$54	CAPITAL ROLL RESOLUTION# 2024-112	
	001-0000-369.90-04	\$5,000		
	001-0000-389.99-50	\$2,758,520		
	001-0000-384.00-00	\$309,793	FIRE COMMUNICATIONS-DEBT RESOLUTION# 2024-113	
01/14/2025	001-0000-389.99-50	\$22,500	COCOA UPSTART PROGRAM RESOLUTION# 2025-002	
01/21/2025	001-0000-331.20-32	\$15,653	ACCEPT FY25 JAG GRANT RESOLUTION# 2025-003	
01/28/2025	001-0000-389.99-50	\$186,822	BOA LEASE DEBTSERVICE PMT	
	001-0000-384.00-00	(\$2,150,698)	UNDO FY25 BUDGET ESTIMATED DEBT FINANCING	
	001-0000-384.00-00	(\$309,793)	UNDO FY25 BUDGET ESTIMATE FIRE COMMUNICATIONS	

FY 2025 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 8/31/2025

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
01/28/2025	001-0000-389.90-00	(\$1,199,955)	UNDO FY25 BUDGET ESTIMATE TEMP AFB FIRE ENGINE	399
	001-0000-389.99-50	(\$380,000)	UNDO FY25 INTERFUND TXFR ESTIMATED DEBT FINANCING	
01/30/2025	001-0000-389.99-50	\$32,123	EMERGENCY NONREIMBURSABLE RESOLUTION# 2025-005	
	001-0000-389.99-50	\$241,013	MILTON REIMBURSABLE RESOLUTION# 2025-005	
01/31/2025	001-0000-384.00-00	\$2,495,000	2024 BOA LEASE BUDGET	
02/27/2025	001-0000-334.50-55	\$11,300	AMENDMENT#1 FDEP GRANT RESOLUTION# 2025-008	
	001-0000-389.99-50	\$200,000	ECON INCENTIVE BRIGHTLINE RESOLUTION# 2025-012	
03/18/2025	001-0000-381.91-14	\$13,934	ARPA INTEREST TRANSFERS RESOLUTION# 2024-115	
	001-0000-389.99-50	(\$13,934)		
	001-0000-334.70-11	\$5,830	BUDGET ROLL (GRANT AMT) RESOLUTION# 2025-017	
	001-0000-389.99-50	\$5,830	BUDGET ROLL (50% MATCH) RESOLUTION# 2025-017	
	001-0000-334.70-11	(\$8,150)	RETAINAGE (GRANT PORTION) RESOLUTION# 2025-017	
	001-0000-389.99-50	(\$8,150)	RETAINAGE (50% MATCH AMT) RESOLUTION# 2025-017	
	001-0000-334.70-11	\$2,102	ROLL PO#80938 (GRANT AMT) RESOLUTION# 2025-017	
	001-0000-389.99-50	\$2,102	ROLL PO#80938 (50% MATCH) RESOLUTION#	

FY 2025 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 8/31/2025

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment		Group Number
03/18/2025			2025-017		399
	001-0000-334.70-11	\$65,280	ROLL PO#82428 (GRANT AMT)	RESOLUTION# 2025-017	
	001-0000-389.99-50	\$65,280	ROLL PO#82428 (50% MATCH)	RESOLUTION# 2025-017	
	001-0000-334.70-11	(\$134,764)	UNDO YE ROLL	RESOLUTION# 2025-017	
03/21/2025	001-0000-389.99-50	\$840,000	ASSIGN FY22 CONTIGENCY	RESOLUTION# 2024-116	
	001-0000-389.99-50	(\$964,057)	UNDO YE ROLL	RESOLUTION# 2024-116	
	001-0000-389.99-50	(\$475,735)	UNDO YE ROLL	RESOLUTION# 2025-016	
04/22/2025	001-0000-366.00-00	\$11,004	ALLEGRA DONATION .59 ACRE	RESOLUTION# 2025-023	
	001-0000-366.00-00	\$203,296	ALLEGRA DONATION 10.9ACRE	RESOLUTION# 2025-023	
04/24/2025	001-0000-389.99-50	\$500,000	AFB - ANNUAL PAVING	RESOLUTION# 2025-025	
05/13/2025	001-0000-381.91-23	\$91,600	LIGHTING LOAD CLAW TRUCK	RESOLUTION# 2025-028	
	001-0000-389.99-50	\$127,423			
05/30/2025	001-0000-389.99-50	\$10,374	DR4773 PW7205 DEOBLIGATE	RESOLUTION# 2025-033	
07/08/2025	001-0000-389.99-50	\$4,289,942	FDOT SR524 LOCAL CONTRIB.	RESOLUTION# 2025-042	
	001-0000-381.91-21	\$47,706	FLEET 4-POST VEHICLE LIFT	RESOLUTION# 2025-044	
	001-0000-381.91-23	\$1,272			
07/10/2025	001-0000-366.00-00	\$22,695	NEW POLICE BOAT	RESOLUTION# 2025-037	

FY 2025 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 8/31/2025

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
08/26/2025	001-0000-337.70-01	\$30,000	PROVOST NFC EQUIPMENT RESOLUTION# 2025-056	399
	001-0000-389.99-50	\$335,300	STRADLEY CONCESSION STAND RESOLUTION# 2025-054	
20	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	Division 0000 Total	\$12,913,012
20	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	GENERAL FUND	\$12,913,012
11/12/2024	104-0000-389.99-50	\$53,880	ENC/BUDADJ PO ROLL	399
03/18/2025	104-0000-389.99-10	\$24,154	CHDO CARRYFORWARD RESOLUTION# 2025-017	
	104-0000-389.99-10	\$1,707	FY24 ADMIN CARRYFORWARD RESOLUTION# 2025-017	
	104-0000-389.99-50	(\$53,880)	UNDO YE ROLL RESOLUTION# 2025-017	
	104-0000-389.99-10	\$154,800	1ST TIME HB CARRYFORWARD RESOLUTION# 2025-017	
03/21/2025	104-0000-331.54-00	(\$12,789)	HOME FY24-25 DISBURSEMENT RESOLUTION# 2025-021	
3	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	Division 0000 Total	\$167,872
3	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	BREVARD COUNTY HOME	\$167,872
11/12/2024	105-0000-389.99-10	\$3,575	ENC/BUDADJ PO ROLL	399
03/18/2025	105-0000-389.99-10	\$3,634	FY23 INTEREST CARRYFORWRD RESOLUTION# 2025-017	

FY 2025 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 8/31/2025

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
03/18/2025	105-0000-389.99-10	\$68,881	FY23 REMAINING BUDGET RESOLUTION# 2025-017	399
	105-0000-389.99-10	\$228,460	FY24 BUDGET TO ROLL RESOLUTION# 2025-017	
	105-0000-389.99-10	\$1,658	FY24 CR - 1510 N KENTUCKY RESOLUTION# 2025-017	
	105-0000-389.99-10	\$101	FY24 HHRP RESOLUTION# 2025-017	
	105-0000-389.99-10	\$7,203	FY24 INTEREST CARRYFORWRD RESOLUTION# 2025-017	
2	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	Division 0000 Total	\$313,512
2	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	SHIP/HOUSING ASSISTANCE	\$313,512
11/12/2024	107-0000-389.99-50	\$17,616	ENC/BUDADJ PO ROLL	399
1	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	Division 0000 Total	\$17,616
1	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	BUILDING PERMITS	\$17,616
11/12/2024	110-0000-389.99-50	\$76,779	ENC/BUDADJ PO ROLL	399
12/10/2024	110-0000-389.99-50	\$932,242	CAPITAL ROLL RESOLUTION# 2024-112	
01/06/2025	110-0000-338.00-00	(\$89,319)	SHORE UP CCRA TIF REVENUE RESOLUTION# CCRA 2024-250	
02/05/2025	110-0000-389.99-50	\$5,000	LEGAL FEE TOP-UP RESOLUTION# CCRA-2025-007	
4	Total Budget	Total Budget	Division 0000 Total	\$924,702

FY 2025 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 8/31/2025

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
Amendments/Transfers		Amendments/Transfers		
4	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	CRA COCOA RDA	\$924,702
11/12/2024	111-0000-389.99-50	\$52,991	ENC/BUDADJ PO ROLL	399
12/10/2024	111-0000-389.99-50	\$183,323	CAPITAL ROLL RESOLUTION# 2024-112	
01/27/2025	111-0000-338.00-00	(\$45,528)	COUNTY DSCRA TIF REVENUE RES.# DSCRA 2025-046	
	111-0000-389.99-50	\$32,500	DSCRA UPSTART GRANT RES.# DSCRA 2025-039	
	111-0000-338.00-00	(\$2,207)	D4 DSCRA TIF REVENUE RES.# DSCRA 2025-046	
03/01/2025	111-0000-389.99-50	\$10,000	ANR PRGRM AWARD INCREASE RES# DSCRA-2025-047	
4	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	Division 0000 Total	\$231,079
4	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	CRA DIAMOND SQUARE 626	\$231,079
11/12/2024	130-0000-331.90-02	\$279,022	ENC/BUDADJ PO ROLL	399
12/12/2024	130-0000-331.90-02	\$121,204	UNEMCUMBERED ARPA ROLL RESOLUTION# 2024-114	
03/18/2025	130-0000-361.10-00	\$13,934	ARPA INTEREST TRANSFERS RESOLUTION# 2024-115	
3	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	Division 0000 Total	\$414,160
3	Total Budget	Total Budget	AMERICAN RESCUE PLAN FUND	\$414,160

FY 2025 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 8/31/2025

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
Amendments/Transfers		Amendments/Transfers		
02/11/2025	142-0000-389.99-50	\$10,000	STATE FORFITURE FUNDS RESOLUTION# 2025-007	2164
03/27/2025	142-0000-389.99-50	\$10,000	INTEL/LEADERSHIP TRAINING RESOLUTION# 2025-007	
	142-0000-389.99-50	(\$10,000)	STATE FORFITURE FUNDS REVERSE GROUP# 2025-02164	
2	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	Division 0000 Total	\$10,000
2	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	POLICE SPECIAL EDUCATION	\$10,000
10/14/2024	143-0000-389.99-50	\$6,825	EXPEND FEDERAL FORFEITURE RESOLUTION #: 24-096	123
1	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	Division 0000 Total	\$6,825
1	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	FEDERAL FORFEITURE FUND	\$6,825
01/28/2025	201-0000-381.91-01	\$186,822	BOA LEASE DEBTSERVICE PMT	1775
	201-0000-381.91-01	(\$380,000)	UNDO FY25 INTERFUND TXFR ESTIMATED DEBT FINANCING	
1	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	Division 0000 Total	(\$193,178)
1	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	DEBT SERVICE FUND	(\$193,178)
11/12/2024	303-0000-331.90-01	\$1,772,649	ENC/BUDADJ PO ROLL	399

**FY 2025 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 8/31/2025**

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
11/12/2024	303-0000-389.99-50	(\$152,319)	RETAINAGE RES. #24-103	399
12/10/2024	303-0000-331.90-01	\$333,401	CAPITAL ROLL RESOLUTION# 2024-112	
03/21/2025	303-0000-389.99-50	\$343,177	FIX NON GRANT FISKE ROLL RESOLUTION# 2025-014	
	303-0000-331.90-01	\$1,937,668	REMAINING CONSTRUCTION RESOLUTION# 2025-014	
	303-0000-331.90-01	\$70,758	SDC REIMBURSABLE RESOLUTION# 2025-014	
	303-0000-331.90-01	\$15,395	SDC REIMBURSABLE REVISIT* RESOLUTION# 2025-014	
	303-0000-331.90-01	(\$333,401)	UNDO CAPITAL ROLL RESOLUTION# 2025-014	
	303-0000-331.90-01	(\$1,772,649)	UNDO PO ROLL (ENC/BUDADJ) RESOLUTION# 2025-014	
	303-0000-389.99-50	\$152,319	UNDO RETAINAGE RESOLUTION# 2025-014	
3	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	Division 0000 Total	\$2,366,998
3	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	FISKE BV CMPLT STRTSCAPE	\$2,366,998
11/12/2024	304-0000-337.30-21	\$133,724	ENC/BUDADJ PO ROLL	399
12/10/2024	304-0000-337.30-21	\$2,020	CAPITAL ROLL RESOLUTION# 2024-112	
2	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	Division 0000 Total	\$135,744
2	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	T DOCKS / BREAKWATER	\$135,744
11/12/2024	421-0000-389.99-50	\$3,144,828	ENC/BUDADJ PO ROLL	399

FY 2025 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 8/31/2025

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
12/10/2024	421-0000-389.99-50	\$277,106	CAPITAL ROLL RESOLUTION# 2024-112	399
01/30/2025	421-0000-389.99-50	\$81,536	MILTON REIMBURSABLE RESOLUTION# 2025-005	
03/18/2025	421-0000-389.99-50	\$9,355	CORRECT DEBT SERVICE PMT RESOLUTION# 2025-015	
04/22/2025	421-0000-389.99-50	\$102,776	BRANDES BUDG 4 OTHER OBLG RESOLUTION# 2025-026	
	421-0000-389.99-50	\$528,113	BRANDES BUDG 4 OTHER PROJ RESOLUTION# 2025-026	
	421-0000-389.99-50	(\$630,889)	BRANDES STTLD PROJ CLOSED RESOLUTION# 2025-026	
	421-0000-369.90-06	\$675,000	BRANDES STTLMNT CA-030750 RESOLUTION# 2025-026	
	421-0000-389.99-50	(\$675,000)		
05/13/2025	421-0000-369.90-06	\$1,000,000	BRANDES STTLMNT CA-033989 RESOLUTION# 2025-029	
	421-0000-389.99-50	(\$1,000,000)		
	421-0000-369.90-06	\$1,000,000	CYPRESS STTLMNT CA-033989 RESOLUTION# 2025-029	
	421-0000-389.99-50	(\$1,000,000)		
	421-0000-389.99-50	(\$45,243)	PO#71959 LIQUIDATION RESOLUTION# 2025-029	
	421-0000-369.90-06	\$450,000	WESTFLD STTLMNT CA-033989 RESOLUTION# 2025-029	
	421-0000-389.99-50	(\$450,000)		
06/10/2025	421-0000-381.91-24	\$53,436	COURTENAY PKWY DESIGN RESOLUTION# 2025-034	
7	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	Division 0000 Total	\$3,521,018

FY 2025 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 8/31/2025

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
7	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	WATER/SEWER FUND	\$3,521,018
03/18/2025	422-0000-324.02-01	(\$8,535)	CORRECT DEBT SERVICE PMT RESOLUTION# 2025-015	2612
	422-0000-324.02-11	(\$820)		
1	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	Division 0000 Total	(\$9,355)
1	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	WATER/SEWER IMPACT FEE	(\$9,355)
11/12/2024	423-0000-338.10-05	\$51,222	ENC/BUDADJ PO ROLL	399
	423-0000-389.99-50	\$623,948		
	423-0000-389.99-50	(\$15,337)	RETAINAGE RES. #24-103	
03/21/2025	423-0000-389.99-50	\$201,219	REMAINING CONSTRUCTION RESOLUTION# 2025-014	
	423-0000-389.99-50	(\$214,165)	UNDO PO ROLL (ENC/BUDADJ) RESOLUTION# 2025-014	
	423-0000-389.99-50	\$12,947	UNDO RETAINAGE RESOLUTION# 2025-014	
05/13/2025	423-0000-389.99-50	\$91,600	LIGHTING LOAD CLAW TRUCK RESOLUTION# 2025-028	
	423-0000-366.00-00	\$500	WALMART LAND DONATION RESOLUTION# 2025-027	
06/10/2025	423-0000-389.99-50	\$330,422	REPLACEMENT SLOPE MOWER RESOLUTION# 2025-036	
07/29/2025	423-0000-338.10-05	(\$51,222)	REVERSE ENC/BUDADJ PO ROLL	
	423-0000-334.36-35	\$51,222	US1/ FOREST AVE S/W GRANT (ENC/BUDADJ) PO ROLL	

FY 2025 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 8/31/2025

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
5	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	Division 0000 Total	\$1,082,356
5	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	STORMWATER UTILITY	\$1,082,356
11/12/2024	424-0000-334.35-01	\$2,615,124	ENC/BUDADJ PO ROLL	399
	424-0000-389.99-50	\$12,711,882		
	424-0000-389.99-50	(\$429,470)	RETAINAGE RES. #24-103	
12/10/2024	424-0000-389.99-50	\$19,337,776	CAPITAL ROLL RESOLUTION# 2024-112	
	424-0000-381.91-21	\$26,260	VORTEX MANHOLE LINING RESOLUTION# 2024-111	
01/28/2025	424-0000-331.35-02	\$1,200,000	PINEDA PHASE 2 GRANT -FED RESOLUTION# 2025-004	
	424-0000-334.35-02	\$135,000	PINEDA PHASE2 GRANT-STATE RESOLUTION# 2025-004	
03/18/2025	424-0000-381.91-25	\$374,000	COCOA GROVES&WINWARD TXFR RESOLUTION# 2025-015	
	424-0000-389.99-50	(\$374,000)		
03/21/2025	424-0000-389.99-50	\$444,671	REMAINING CONSTRUCTION RESOLUTION# 2025-014	
	424-0000-389.99-50	\$15,395	SDC REIMBURSABLE RESOLUTION# 2025-014	
	424-0000-389.99-50	(\$1,785)	UNDO CAPITAL ROLL RESOLUTION# 2025-014	
	424-0000-389.99-50	(\$481,427)	UNDO PO ROLL (ENC/BUDADJ) RESOLUTION# 2025-014	
	424-0000-389.99-50	\$23,146	UNDO RETAINAGE RESOLUTION# 2025-014	
	424-0000-381.91-21	\$528,113	BRANDES BUDG 4 OTHER PROJ RESOLUTION# 2025-026	

FY 2025 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 8/31/2025

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
05/13/2025	424-0000-389.99-50	(\$49,446)	PO#79678 LIQUIDATION RESOLUTION# 2025-029	399
	424-0000-389.99-50	(\$587,306)	UNENCUMBERED PROJECT BAL. RESOLUTION# 2025-029	
7	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	Division 0000 Total	\$35,487,933
7	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	RENEWAL & REPLACE FUND	\$35,487,933
03/18/2025	425-0000-389.99-50	\$374,000	COCOA GROVES&WINWARD TXFR RESOLUTION# 2025-015	2610
	425-0000-381.91-21	\$9,355	CORRECT DEBT SERVICE PMT RESOLUTION# 2025-015	
	425-0000-381.91-42	(\$9,355)		
1	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	Division 0000 Total	\$374,000
1	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	W/S RESTRICTED ASSETS	\$374,000
10/08/2024	427-0000-389.84-00	\$4,243,270	TCR PROJECT TASK #2 RESOLUTION #: 24-097	122
11/12/2024	427-0000-389.84-00	\$80,073	ENC/BUDADJ PO ROLL	
2	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	Division 0000 Total	\$4,323,343
2	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	TCR/SJR PROJECT	\$4,323,343
11/12/2024	520-0000-389.99-10	\$12,043	ENC/BUDADJ PO ROLL	399
1	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	Division 0000 Total	\$12,043

**FY 2025 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 8/31/2025**

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
1	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	WORKERS COMPENSATION FUND	\$12,043
59 Transfers & Amendments Between Oct 1, 2024 and Aug 31, 2025 FY 2025 Total Transfer & Amendments \$62,099,680 <i>NOTE: Group #s represent a complete transaction that will net to zero. Add all expenses for each group number, then subtract the revenues related to the same group number and your total will equal zero</i> Report: Revenue Budget Tracking Worksheet Run by: Zoie R. Badalov Date: 09/10/2025				

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 8/31/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number	
1000 - CITY COUNCIL						
1000 - CITY COUNCIL	11/12/2024	001-1000-511.40-00	\$105	ENC/BUDADJ	399	
		001-1000-511.48-00	\$1,000			
	11/30/2024	001-1000-511.54-00	\$500	14) COUNCIL EVENT TABLES OCT-NOV CLEANUP	876	
		001-1000-511.48-00	(\$500)			
2	Total Budget Amendments/Transfers		Division 1000 Total		\$1,105	
1100 - CITY MANAGER'S OFFICE						
1100 - CITY MANAGER'S OFFICE	02/01/2025	001-1100-512.52-02	\$35	RECLASS POLO TO UNIFORMS JANUARY CLEANUP	2165	
		001-1100-512.48-00	(\$35)			
	07/31/2025	001-1100-512.11-00	(\$21,227)	9) COVER NEGATIVE BALANCE JULY CLEANUP	4753	
		001-1100-512.40-00	(\$87)			
		001-1100-512.42-00	\$87			
2	Total Budget Amendments/Transfers		Division 1100 Total		(\$21,227)	
1104 - PLANNING						
1104 - PLANNING	11/12/2024	001-1104-515.34-00	\$95,973	ENC/BUDADJ	399	
	02/28/2025	001-1104-515.42-00	(\$660)	BLUEBEAM REVU SOFTWARE FEBRUARY CLEANUP	2397	
		001-1104-515.56-15	\$660			
	07/31/2025	001-1104-515.54-00	(\$1,190)	3) COVER VERIZON COSTS JULY CLEANUP	4753	
		001-1104-515.41-00	\$1,190			
			001-1104-515.23-09	\$222	9) COVER NEGATIVE BALANCE JULY CLEANUP	4753
			001-1104-515.23-04	\$19,091		

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 8/31/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
1104 - PLANNING	07/31/2025	001-1104-515.23-07	\$577	9) COVER NEGATIVE BALANCE JULY CLEANUP	4753
		001-1104-515.23-08	\$112		
		001-1104-515.23-00	\$179		
		001-1104-515.27-00	\$1,046		

3	Total Budget Amendments/Transfers	Division 1104 Total	\$117,200
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1203 - INFORMATION TECHNOLOGY

1203 - INFORMATION TECHNOLOGY	11/12/2024	001-1203-516.46-00	\$10,770	ENC/BUDADJ	399
		001-1203-516.56-15	\$8,380		
		001-1203-516.52-00	\$20,568		
		001-1203-516.41-00	\$546		
	12/10/2024	001-1203-516.64-15	\$20,287	CAPITAL ROLL RESOLUTION# 2024-112	1017
		001-1203-516.63-00	\$13,377		
	02/01/2025	001-1203-516.64-15	\$8,380	GENERAL IT BUDGET MAINT. JANUARY CLEANUP	2165
		001-1203-516.56-15	(\$15,380)		
		001-1203-516.41-00	\$7,000		
	02/28/2025	001-1203-516.63-00	\$0	FIBER RING PROJECT FEBRUARY CLEANUP	2397
	04/01/2025	001-1203-516.63-00	(\$45,000)	4)TECH MEMBERSHIP RENEWAL MARCH CLEANUP	3136
		001-1203-516.54-00	\$45,000		
	04/30/2025	001-1203-516.64-00	\$24,483	13) BLUE-ALLY RECLASS APRIL CLEANUP	3409
		001-1203-516.52-00	(\$24,483)		
	07/01/2025	001-1203-516.64-00	\$600	1) BLUEALLY REQ 49826 JUNE	4384

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 8/31/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
1203 - INFORMATION TECHNOLOGY	07/01/2025	001-1203-516.64-15	(\$600)	CLEANUP	4384
		001-1203-516.31-00	\$15,000	13) COVER ISE COSTS JUNE CLEANUP	4384
		001-1203-516.46-00	(\$15,000)		
	07/31/2025	001-1203-516.56-15	(\$10,080)	9) COVER NEGATIVE BALANCE JULY CLEANUP	4753
		001-1203-516.55-00	\$80		
		001-1203-516.41-00	\$6,000		
		001-1203-516.40-00	\$4,000		

8	Total Budget Amendments/Transfers	Division 1203 Total	\$73,928
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1500 - FINANCE GENERAL ACCOUNTNG

1500 - FINANCE GENERAL ACCOUNTNG	11/30/2024	001-1500-513.12-00	(\$1,000)	11) ACFR SOFTWARE COSTS OCT-NOV CLEANUP	876
		001-1500-513.56-15	\$1,000		
	12/10/2024	001-1500-513.55-00	\$420	CAPITAL ROLL RESOLUTION# 2024-112	1017
	07/01/2025	001-1500-513.49-00	\$255	18) COVER FSA CHARGES JUNE CLEANUP	4384
		001-1500-513.56-15	(\$255)		
		001-1500-513.14-00	\$300	21) COVER PERSONAL SVCS JUNE CLEANUP	4384
		001-1500-513.12-00	(\$2,151)		
		001-1500-513.12-12	\$1,851		
	07/31/2025	001-1500-513.12-12	\$904	9) COVER NEGATIVE BALANCE JULY CLEANUP	4753
		001-1500-513.12-00	(\$904)		

4	Total Budget Amendments/Transfers	Division 1500 Total	\$420
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FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 8/31/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
1505 - PURCHASING					
1505 - PURCHASING	07/31/2025	001-1505-513.49-00	\$10	9) COVER NEGATIVE BALANCE JULY CLEANUP	4753
		001-1505-513.51-00	(\$10)		
1	Total Budget Amendments/Transfers		Division 1505 Total		\$0
1510 - FINANCE UTILITY ACCOUNTNG					
1510 - FINANCE UTILITY ACCOUNTNG	07/01/2025	001-1510-513.15-00	\$814	21) COVER PERSONAL SVCS JUNE CLEANUP	4384
		001-1510-513.12-00	(\$814)		
1	Total Budget Amendments/Transfers		Division 1510 Total		\$0
1600 - GENERAL OPERATIONS					
1600 - GENERAL OPERATIONS	11/12/2024	001-1600-513.34-00	\$12,218	ENC/BUDADJ	399
		001-1600-513.31-00	\$69,063		
		001-1600-513.49-00	\$50,218		
		001-1600-513.32-00	\$60,800		
		001-1600-513.55-02	\$9,497		
	12/10/2024	001-1600-513.39-02	\$964,057	CAPITAL ROLL RESOLUTION# 2024-112	1017
		001-1600-513.39-01	\$475,735		
		001-1600-513.55-00	\$900		
	01/28/2025	001-1600-581.91-20	\$186,822	BOA LEASE DEBTSERVICE PMT	1777
		001-1600-513.64-00	(\$39,495)	UNDO FY25 BUDGET CH POOLED VEHICLE	1774
		001-1600-581.91-20	(\$380,000)	UNDO FY25 INTERFUND TXFR	1775

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 8/31/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
1600 - GENERAL OPERATIONS	01/28/2025			ESTIMATED DEBT FINANCING	
	01/31/2025	001-1600-513.64-00	\$40,656	2024 BOA LEASE BUDGET CH POOLED VEHICLE	1776
		001-1600-513.73-00	\$30,214	2024 BOA LEASE BUDGET DEBT SERVICE COSTS	1776
	03/18/2025	001-1600-513.39-00	\$15,558	MATCH SOLID WASTE PMT SEE 3-18 CLERK'S JOURNAL	2599
	03/21/2025	001-1600-517.72-72	\$1,426	BRIGHTLY SBITA SEE 3-18 CLERK'S JOURNAL	2604
		001-1600-517.71-72	\$22,831		
		001-1600-513.39-02	\$240,000	MUSEUM CAPITAL RESOLUTION# 2024-116	2608
		001-1600-513.39-02	\$300,000	POLICE & FIRE CADETS RESOLUTION# 2024-116	2608
		001-1600-513.39-02	\$300,000	POLICE & FIRE RECRUITMENT RESOLUTION# 2024-116	2608
		001-1600-513.39-02	(\$964,057)	UNDO YE ROLL RESOLUTION# 2024-116	2608
		001-1600-513.39-01	(\$475,735)	UNDO YE ROLL RESOLUTION# 2025-016	2607
	07/01/2025	001-1600-513.31-00	(\$1,945)	11) COVER DEBTBOOK COSTS JUNE CLEANUP	4384
		001-1600-513.56-15	\$1,945		
	07/08/2025	001-1600-513.39-00	(\$14,630)	FLEET 4-POST VEHICLE LIFT RESOLUTION# 2025-044	4302
8	Total Budget Amendments/Transfers		Division 1600 Total		\$906,078

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 8/31/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
1601 - EMERGENCY/DISASTER SVS					
1601 - EMERGENCY/DISASTER SVS	01/30/2025	001-1601-525.12-00	\$184,714	MILTON REIMBURSABLE RESOLUTION# 2025-005	1758
		001-1601-525.22-00	\$1,576		
		001-1601-525.23-08	\$39		
		001-1601-525.23-04	\$5,987		
		001-1601-525.24-00	\$336		
		001-1601-525.49-00	\$19,604		
		001-1601-525.21-00	\$13,499		
		001-1601-525.22-03	\$67		
		001-1601-525.22-01	\$6,526		
		001-1601-525.23-07	\$220		
		001-1601-525.23-00	\$81		
		001-1601-525.23-09	\$85		
		001-1601-525.46-02	\$8,279		
	05/30/2025	001-1601-525.49-00	\$10,374	DR4773 PW7205 DEOBLIGATE RESOLUTION# 2025-033	3738
2	Total Budget Amendments/Transfers	Division 1601 Total		\$251,387	
1801 - HUMAN RESOURCES					
1801 - HUMAN RESOURCES	06/01/2025	001-1801-513.48-00	(\$813)	3)COVER ACCOUNT SHORTFALL MAY CLEANUP	3962
		001-1801-513.47-00	\$813		
	07/31/2025	001-1801-513.12-12	\$30,529	9) COVER NEGATIVE BALANCE JULY CLEANUP	4753
		001-1801-513.41-00	\$80		

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 8/31/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
1801 - HUMAN RESOURCES	07/31/2025	001-1801-513.11-00	(\$14,000)	9) COVER NEGATIVE BALANCE JULY CLEANUP	4753
		001-1801-513.12-00	(\$7,000)		
		001-1801-513.13-00	(\$9,529)		
		001-1801-513.52-00	(\$80)		
2	Total Budget Amendments/Transfers	Division 1801 Total			\$0
1805 - CITY CLERK					
1805 - CITY CLERK	11/30/2024	001-1805-513.52-00	(\$288)	7) NEXT REQUEST SOFTWARE OCT-NOV CLEANUP	876
		001-1805-513.56-15	\$288		
	02/01/2025	001-1805-513.14-00	(\$676)	COVER ACCRUAL PAYOUT JANUARY CLEANUP	2165
		001-1805-513.12-12	\$676		
	07/01/2025	001-1805-513.23-04	(\$12,915)	5)CORRECT CIVIC PLUS BUDG JUNE CLEANUP	4384
		001-1805-513.56-15	\$12,915		
	07/31/2025	001-1805-513.13-00	(\$7,536)	9) COVER NEGATIVE BALANCE JULY CLEANUP	4753
		001-1805-513.12-12	\$7,536		
4	Total Budget Amendments/Transfers	Division 1805 Total			\$0
1905 - ECONOMIC DEVELOPMENT					
1905 - ECONOMIC DEVELOPMENT	01/14/2025	001-1905-559.83-11	\$22,500	COCOA UPSTART PROGRAM RESOLUTION# 2025-002	1594
	02/27/2025	001-1905-559.31-00	\$200,000	ECON INCENTIVE BRIGHTLINE RESOLUTION# 2025-012	2210
	07/31/2025	001-1905-559.56-15	(\$379)	9) COVER NEGATIVE BALANCE JULY CLEANUP	4753

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 8/31/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
1905 - ECONOMIC DEVELOPMENT	07/31/2025	001-1905-559.55-00	\$379	9) COVER NEGATIVE BALANCE JULY CLEANUP	4753
3	Total Budget Amendments/Transfers	Division 1905 Total		\$222,500	
1906 - COMMUNICATION/GRANTS					
1906 - COMMUNICATION/GRANTS	01/03/2025	001-1906-513.23-04	(\$300)	DECEMBER CLEANUP 6) VERIZON PO# 83088	1525
	07/01/2025	001-1906-513.12-00	(\$398)	21) COVER PERSONAL SVCS JUNE CLEANUP	4384
		001-1906-513.23-09	\$201		
		001-1906-513.23-00	\$197		
	07/31/2025	001-1906-513.12-12	\$904	9) COVER NEGATIVE BALANCE JULY CLEANUP	4753
		001-1906-513.12-00	(\$904)		
3	Total Budget Amendments/Transfers	Division 1906 Total		(\$300)	
1990 - LEISURE SERVICES					
1990 - LEISURE SERVICES	01/03/2025	001-1990-574.41-00	\$300	DECEMBER CLEANUP 6) VERIZON PO# 83088	1525
1	Total Budget Amendments/Transfers	Division 1990 Total		\$300	
2100 - POLICE ADMIN/OPERATIONS					
2100 - POLICE ADMIN/OPERATIONS	11/12/2024	001-2100-521.56-15	\$11,250	ENC/BUDADJ	399
		001-2100-521.46-02	\$20,125		
		001-2100-521.64-00	\$117,383		
		001-2100-521.52-38	\$416		

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 8/31/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
2100 - POLICE ADMIN/OPERATIONS	11/20/2024	001-2100-521.52-00	(\$26,526)	FY25 BPV GRANT RESOLUTION# 2024-104	665
		001-2100-521.52-40	\$26,526		
	11/30/2024	001-2100-521.55-00	\$3,800	1) CODC CLASS OCT-NOV CLEANUP	876
		001-2100-521.40-00	(\$3,800)		
		001-2100-521.14-00	\$0	13) CRA POLICE DETAIL OCT-NOV CLEANUP	876
		001-2100-521.41-00	\$0	4) COMMAND POST AIR CARDS OCT- NOV CLEANUP	876
	12/10/2024	001-2100-521.14-00	\$5,000	CAPITAL ROLL RESOLUTION# 2024-112	1017
		001-2100-521.64-00	\$13,653		
	01/03/2025	001-2100-521.56-15	\$0	DECEMBER CLEANUP 3) FLOCK PROJECT PO#83242	1525
		001-2100-521.49-00	\$2,020	DECEMBER CLEANUP 7) PD VEHICLE REPAIRS	1525
		001-2100-521.46-03	(\$2,020)		
	01/14/2025	001-2100-521.64-00	(\$60,958)	REPLENISH ANNUAL PAVING CLERK'S JOURNAL 1.14.25	1593
	01/21/2025	001-2100-521.48-01	\$1,653	ACCEPT FY25 JAG GRANT RESOLUTION# 2025-003	1592
		001-2100-521.14-00	\$14,000		
	01/28/2025	001-2100-521.64-00	(\$65,000)	UNDO FY25 BUDGET ESTIMATE PD REPLACEMENT VEHICLE	1774
		001-2100-521.64-00	(\$192,652)	UNDO FY25 BUDGET ESTIMATE PD 29 PORTABLE RADIOS	1774
		001-2100-521.64-00	(\$405,551)	UNDO FY25 BUDGET ESTIMATE PD 50 MOBILE RADIOS	1774
	01/31/2025	001-2100-521.64-00	\$62,070	2024 BOA LEASE BUDGET PD	1776

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 8/31/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
2100 - POLICE ADMIN/OPERATIONS				REPLACEMENT VEHICLE	
	02/04/2025	001-2100-521.64-00	\$598,203	CORR BAF25-023A DIV CODE	1822
	04/01/2025	001-2100-521.46-02	\$13,665	9) PARKING LOT&EV STATION MARCH CLEANUP	3136
		001-2100-521.46-03	(\$32,393)	9) PARKING, EV, LOCKERS MARCH CLEANUP	3136
		001-2100-521.46-02	\$18,728	9) PD LOCKER ROOM REHAB MARCH CLEANUP	3136
	04/30/2025	001-2100-521.64-00	\$47,015	10) REPLACE K-9 VEHICLE APRIL CLEANUP	3409
		001-2100-521.52-30	(\$22,080)		
		001-2100-521.46-03	(\$24,935)		
	05/13/2025	001-2100-521.46-03	(\$149)	POLICE LOCKERROOM PROJECT SEE 5-13 CLERK'S JOURNAL	3521
		001-2100-521.62-00	\$31,275		
		001-2100-521.46-02	(\$31,126)		
	07/01/2025	001-2100-521.31-00	(\$1,680)	9) COVER TRONS THROUGH YE JUNE CLEANUP	4384
		001-2100-521.49-00	\$3,000		
		001-2100-521.41-00	(\$1,320)		
	07/10/2025	001-2100-521.64-00	\$22,695	NEW POLICE BOAT RESOLUTION# 2025-037	4310
	07/31/2025	001-2100-521.34-00	\$351	10) SHORE UP ACCOUNTS JULY CLEANUP	4753
		001-2100-521.54-00	(\$2,475)		
		001-2100-521.46-00	\$2,944		
		001-2100-521.31-00	(\$820)		
		001-2100-521.40-00	\$480		

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 8/31/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
2100 - POLICE ADMIN/OPERATIONS	07/31/2025	001-2100-521.12-00	(\$18,608)	9) COVER NEGATIVE BALANCE JULY CLEANUP	4753
		001-2100-521.12-06	\$18,608		
16	Total Budget Amendments/Transfers	Division 2100 Total			\$142,767
2101 - POLICE COMMUNICATIONS					
2101 - POLICE COMMUNICATIONS	11/12/2024	001-2101-521.56-15	\$57,600	ENC/BUDADJ	399
	01/03/2025	001-2101-521.12-00	(\$75,000)	DECEMBER CLEANUP 1) COVER OTHER PD WAGES	1525
		001-2101-521.13-00	\$75,000		
		001-2101-521.12-12	\$23,836	DECEMBER CLEANUP 1) PD INTENT TO RETIRE	1525
		001-2101-521.23-04	(\$23,836)		
	01/31/2025	001-2101-521.64-00	\$192,667	2024 BOA LEASE BUDGET PD 29 PORTABLE RADIOS	1776
		001-2101-521.64-00	\$405,615	2024 BOA LEASE BUDGET PD 50 MOBILE RADIOS	1776
	02/04/2025	001-2101-521.64-00	(\$192,652)	UNDO FY25 BUDGET ESTIMATE PD 29 PORTABLE RADIOS	1822
		001-2101-521.64-00	(\$405,551)	UNDO FY25 BUDGET ESTIMATE PD 50 MOBILE RADIOS	1822
	04/01/2025	001-2101-521.12-12	\$2,878	8) COVER ACCRUAL PAYOUTS MARCH CLEANUP	3136
		001-2101-521.12-00	(\$2,878)		
		001-2101-521.12-00	(\$399)	8) COVER CONTRACT WAGES MARCH CLEANUP	3136
		001-2101-521.12-06	\$399		
	07/31/2025	001-2101-521.40-00	(\$480)	10) SHORE UP ACCOUNTS JULY CLEANUP	4753
		001-2101-521.55-00	\$0		

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 8/31/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
6	Total Budget Amendments/Transfers		Division 2101 Total		\$57,199
2132 - CODE ENFORCEMENT					
2132 - CODE ENFORCEMENT	11/30/2024	001-2132-524.49-00	(\$1,440)	12) CODE ENFORCE AIRCARDS OCT-NOV CLEANUP	876
		001-2132-524.41-00	\$1,440		
	07/01/2025	001-2132-524.12-12	\$2,879	21) COVER PERSONAL SVCS JUNE CLEANUP	4384
		001-2132-524.12-00	(\$2,879)		
2	Total Budget Amendments/Transfers		Division 2132 Total		\$0
2200 - FIRE ADMINISTRATION					
2200 - FIRE ADMINISTRATION	11/12/2024	001-2200-522.52-02	\$2,500	ENC/BUDADJ	399
	07/01/2025	001-2200-522.12-00	(\$5,770)	21) COVER PERSONAL SVCS JUNE CLEANUP	4384
		001-2200-522.12-12	\$5,770		
	07/31/2025	001-2200-522.46-02	(\$5,000)	13)UNEXPECTED VEHICLE REP JULY CLEANUP	4753
		001-2200-522.46-03	\$5,000		
		001-2200-522.23-04	(\$2,510)	9) COVER NEGATIVE BALANCE JULY CLEANUP	4753
	001-2200-522.22-00	\$2,510			
3	Total Budget Amendments/Transfers		Division 2200 Total		\$2,500
2201 - FIRE OPERATIONS					
2201 - FIRE OPERATIONS	11/12/2024	001-2201-522.52-02	\$27,085	ENC/BUDADJ	399
		001-2201-522.64-00	\$1,500,000		
		001-2201-522.46-00	\$9,816		

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 8/31/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
2201 - FIRE OPERATIONS	11/12/2024	001-2201-522.52-05	\$4,786	ENC/BUDADJ	399
		001-2201-522.34-00	\$16,000		
	11/19/2024	001-2201-522.64-00	\$1,199,955	TEMP AFB PUMPER TRUCK RESOLUTION# 2024-105	664
	11/30/2024	001-2201-522.52-02	(\$295)	6) COMMUNICATIONS OCT-NOV CLEANUP	876
		001-2201-522.41-00	\$295		
	12/10/2024	001-2201-522.64-15	\$309,793	FIRE COMMUNICATIONS-DEBT RESOLUTION# 2024-113	1022
	01/28/2025	001-2201-522.64-15	(\$309,793)	UNDO FY25 BUDGET ESTIMATE FIRE COMMUNICATIONS	1778
		001-2201-522.64-00	(\$1,120,000)	UNDO FY25 BUDGET ESTIMATE FIRE ENGINE	1774
		001-2201-522.64-00	(\$1,199,955)	UNDO FY25 BUDGET ESTIMATE TEMP AFB FIRE ENGINE	1778
	01/31/2025	001-2201-522.64-15	\$309,793	2024 BOA LEASE BUDGET FIRE COMMUNICATIONS	1776
		001-2201-522.64-00	\$1,119,995	2024 BOA LEASE BUDGET FIRE ENGINE	1776
	02/28/2025	001-2201-522.52-02	(\$200)	COMMUNICATIONS SHORTAGE FEBRUARY CLEANUP	2397
		001-2201-522.41-00	\$200		
		001-2201-522.12-12	\$6,141	COVER ACCRUAL PAYOUT FEBRUARY CLEANUP	2397
		001-2201-522.12-00	(\$6,141)		
		001-2201-522.20-00	\$717	COVER SHOE ALLOWANCE FEBRUARY CLEANUP	2397
		001-2201-522.12-00	(\$717)		
		001-2201-522.52-02	(\$18,750)	FIRE ALERTING SYSTEM FEBRUARY CLEANUP	2397

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 8/31/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
2201 - FIRE OPERATIONS	02/28/2025	001-2201-522.64-15	\$18,750	FIRE ALERTING SYSTEM FEBRUARY CLEANUP	2397
	04/01/2025	001-2201-522.49-00	\$500	1) COVER CHARGES UNTIL YE MARCH CLEANUP	3136
		001-2201-522.52-02	(\$500)		
		001-2201-522.12-12	\$12,858	8) COVER ACCRUAL PAYOUTS MARCH CLEANUP	3136
	001-2201-522.12-00	(\$12,858)			
	04/30/2025	001-2201-522.47-00	\$1,134	6) COVER ACCT THRU END FY APRIL CLEANUP	3409
		001-2201-522.52-02	(\$1,134)		
	06/10/2025	001-2201-522.15-00	\$168,029	COVER FIRE OVERTIME RESOLUTION# 2025-035	3917
		001-2201-522.23-04	(\$85,717)		
		001-2201-522.14-00	\$287,717		
		001-2201-522.12-00	(\$370,029)		
	07/01/2025	001-2201-522.41-00	\$256	4)COVER FIRE COMM THRU YE JUNE CLEANUP	4384
		001-2201-522.52-02	(\$256)		
	07/31/2025	001-2201-522.49-00	\$294	12)COVER NEGATIVE BALANCE JULY CLEANUP	4753
		001-2201-522.52-00	(\$294)		
		001-2201-522.23-04	(\$2,629)	9) COVER NEGATIVE BALANCE JULY CLEANUP	4753
		001-2201-522.21-00	\$2,629		
12	Total Budget Amendments/Transfers		Division 2201 Total	\$1,867,475	
3200 - ADMINISTRATION					
3200 - ADMINISTRATION	11/12/2024	001-3200-515.34-00	\$11,210	ENC/BUDADJ	399
		001-3200-515.31-17	\$60,781		

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 8/31/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3200 - ADMINISTRATION	11/12/2024	001-3200-515.31-16	\$4,204	ENC/BUDADJ	399
		001-3200-515.46-04	\$130,560		
	12/10/2024	001-3200-515.61-00	\$241,379	CAPITAL ROLL RESOLUTION# 2024-112	1017
		001-3200-515.31-17	\$54		
	02/27/2025	001-3200-515.31-17	\$11,300	AMENDMENT#1 FDEP GRANT RESOLUTION# 2025-008	2213
	03/18/2025	001-3200-515.46-04	(\$16,300)	RETAINAGE RESOLUTION# 2025-017	2598
		001-3200-515.31-16	\$4,204	ROLL PO#80938 RESOLUTION# 2025-017	2598
		001-3200-515.46-04	\$130,560	ROLL PO#82428 RESOLUTION# 2025-017	2598
		001-3200-515.46-04	(\$130,560)	UNDO YE ROLL RESOLUTION# 2025-017	2598
		001-3200-515.31-16	(\$4,204)		
		001-3200-515.46-04	\$11,660	UNENCUMBERED BUDGET ROLL RESOLUTION# 2025-017	2598
	04/30/2025	001-3200-515.46-03	(\$60)	7) COVER POSTAGE APRIL CLEANUP	3409
		001-3200-515.42-00	\$60		
5	Total Budget		Division 3200 Total		\$454,848
Amendments/Transfers					
3500 - ADMINISTRATION					
3500 - ADMINISTRATION	11/30/2024	001-3500-519.41-00	\$1,000	10) VERIZON BILL OCT-NOV CLEANUP	876
	01/03/2025	001-3500-519.56-15	\$3,000	DECEMBER CLEANUP 9) IWORQ SOFTWARE	1525
2	Total Budget		Division 3500 Total		\$4,000

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 8/31/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
Amendments/Transfers					
3510 - STREET MANAGEMENT					
3510 - STREET MANAGEMENT	11/12/2024	001-3510-541.63-00	\$11,363	ENC/BUDADJ	399
		001-3510-541.34-00	\$6,418		
		001-3510-541.31-00	\$40,120		
		001-3510-541.46-00	\$74,998		
	11/30/2024	001-3510-541.41-00	(\$1,000)	10) VERIZON BILL OCT-NOV CLEANUP	876
	12/10/2024	001-3510-541.63-00	\$0	RANGE ROAD PAVING	1020
	01/03/2025	001-3510-541.46-00	(\$3,000)	DECEMBER CLEANUP 9) IWORQ SOFTWARE	1525
	01/14/2025	001-3510-541.63-00	\$107,331	REPLENISH ANNUAL PAVING CLERK'S JOURNAL 1.14.25	1593
	01/28/2025	001-3510-541.64-00	(\$126,000)	UNDO FY25 BUDGET ESTIMATE PW REPLACEMENT FLATBED	1774
	01/31/2025	001-3510-541.64-00	\$132,885	2024 BOA LEASE BUDGET PW REPLACEMENT FLATBED	1776
	04/01/2025	001-3510-541.41-00	\$1,000	5) COMMS ACCT. SHORTFALL MARCH CLEANUP	3136
		001-3510-541.46-00	(\$1,000)		
	04/24/2025	001-3510-541.63-00	\$500,000	AFB - ANNUAL PAVING RESOLUTION# 2025-025	3170
	04/30/2025	001-3510-541.64-00	\$10,000	11) STRIPER REPLACEMENT APRIL CLEANUP	3409
		001-3510-541.46-00	(\$10,000)		
	07/01/2025	001-3510-541.46-00	(\$18,034)	15)COVER ACCOUNTS THRU YE JUNE CLEANUP	4384
		001-3510-541.46-03	\$18,034		

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 8/31/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3510 - STREET MANAGEMENT	07/01/2025	001-3510-541.12-12	\$229	21) COVER PERSONAL SVCS JUNE CLEANUP	4384
		001-3510-541.12-00	(\$229)		
	07/08/2025	001-3510-541.81-00	\$4,289,942	FDOT SR524 LOCAL CONTRIB. RESOLUTION# 2025-042	4311
	07/31/2025	001-3510-541.31-00	(\$13,500)	7)UNEXPECTED VEH REPLCMNT JULY CLEANUP	4753
		001-3510-541.46-00	(\$15,000)		
		001-3510-541.64-00	\$28,500		
13	Total Budget Amendments/Transfers	Division 3510 Total		\$5,033,057	

3520 - PARKS & BEAUTIFICATION

3520 - PARKS & BEAUTIFICATION	11/12/2024	001-3520-572.64-00	\$46,373	ENC/BUDADJ	399
		001-3520-572.63-07	\$1,512,525		
	11/30/2024	001-3520-572.34-09	\$10,000	5) MOWING CONTRACTS OCT-NOV CLEANUP	876
		001-3520-572.46-00	(\$10,000)		
		001-3520-572.63-07	\$15,000	9) PICKLE BALL LIGHTS GEN OCT-NOV CLEANUP	876
		001-3520-572.63-00	(\$15,000)		
	12/10/2024	001-3520-572.46-03	\$7,209	CAPITAL ROLL RESOLUTION# 2024-112	1017
		001-3520-572.63-07	\$348,201		
	01/14/2025	001-3520-572.64-00	(\$46,373)	REPLENISH ANNUAL PAVING CLERK'S JOURNAL 1.14.25	1593
	01/28/2025	001-3520-572.64-00	(\$15,000)	UNDO FY25 BUDGET ESTIMATE PW BEATIFICATION MOWER	1774
		001-3520-572.64-00	(\$72,000)	UNDO FY25 BUDGET ESTIMATE PW REPLACEMENT GRAPPLE	1774

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 8/31/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3520 - PARKS & BEAUTIFICATION	01/28/2025	001-3520-572.64-00	(\$67,000)	UNDO FY25 BUDGET ESTIMATE PW REPLACEMENT VEH#117	1774
		001-3520-572.64-00	(\$48,000)	UNDO FY25 BUDGET ESTIMATE PW REPLACEMENT VEH#136	1774
	01/30/2025	001-3520-572.31-03	\$6,540	EMERGENCY NONREIMBURSABLE RESOLUTION# 2025-005	1758
		001-3520-572.34-00	\$211		
		001-3520-572.46-00	\$25,372		
	01/31/2025	001-3520-572.64-00	\$78,737	2024 BOA LEASE BUDGET PW REPLACEMENT GRAPPLE	1776
		001-3520-572.64-00	\$57,403	2024 BOA LEASE BUDGET PW REPLACEMENT VEH#117	1776
		001-3520-572.64-00	\$64,965	2024 BOA LEASE BUDGET PW REPLACEMENT VEH#136	1776
	02/01/2025	001-3520-572.64-00	\$9,489	PW MOWER JANUARY CLEANUP	2165
	02/25/2025	001-3520-572.64-00	\$0	CORRECT BAF25-022-T 2/25/25 CLERK'S JOURNAL	2211
		001-3520-572.64-00	\$0	SHORE UP PW GRAPPLE 2/25/25 CLERK'S JOURNAL	2211
		001-3520-572.64-00	\$0	SHORE UP 2 PW VEHICLES 2/25/25 CLERK'S JOURNAL	2211
	02/28/2025	001-3520-572.20-00	\$605	COVER SHOE ALLOWANCE FEBRUARY CLEANUP	2397
		001-3520-572.12-00	(\$605)		
		001-3520-572.46-00	\$0	GIVE D4 PARK PROJ. BUDGET FEBRUARY CLEANUP	2397
		001-3520-572.34-00	\$5,000	SOLID WASTE MANAGEMENT FEBRUARY CLEANUP	2397

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 8/31/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3520 - PARKS & BEAUTIFICATION	02/28/2025	001-3520-572.46-00	(\$5,000)	SOLID WASTE MANAGEMENT FEBRUARY CLEANUP	2397
	04/22/2025	001-3520-572.61-00	\$11,004	ALLEGRA DONATION .59 ACRE RESOLUTION# 2025-023	3169
		001-3520-572.61-00	\$203,296	ALLEGRA DONATION 10.9ACRE RESOLUTION# 2025-023	3169
	05/13/2025	001-3520-572.64-00	\$219,023	LIGHTING LOAD CLAW TRUCK RESOLUTION# 2025-028	3501
	07/01/2025	001-3520-572.46-00	(\$5,000)	16)COVER ACCOUNTS THRU YE JUNE CLEANUP	4384
		001-3520-572.34-00	\$5,000		
		001-3520-572.46-00	\$20,000	17) COVER R&M THRU YE JUNE CLEANUP	4384
		001-3520-572.63-00	(\$20,000)		
	07/31/2025	001-3520-572.46-00	(\$10,000)	1) SHORE UP ACCOUNTS JULY CLEANUP	4753
		001-3520-572.46-02	\$10,000		
		001-3520-572.46-00	(\$12,000)	9) COVER NEGATIVE BALANCE JULY CLEANUP	4753
		001-3520-572.46-03	\$1,000		
		001-3520-572.40-00	\$13		
		001-3520-572.52-30	(\$2,013)		
		001-3520-572.44-00	\$1,000		
		001-3520-572.46-02	\$12,000		
	08/26/2025	001-3520-572.64-07	\$315,000	PROVOST NFC EQUIPMENT RESOLUTION# 2025-056	5044
		001-3520-572.46-00	(\$132,000)		
		001-3520-572.63-00	(\$153,000)		

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 8/31/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number	
15	Total Budget Amendments/Transfers	Division 3520 Total			\$2,371,975	
3540 - PUBLIC WORKS- FLEET MAINT						
3540 - PUBLIC WORKS- FLEET MAINT	11/12/2024	001-3540-519.64-00	\$173,227	ENC/BUDADJ	399	
		001-3540-519.55-00	\$2,471			
	12/10/2024	001-3540-519.56-15	\$15,000	CAPITAL ROLL RESOLUTION# 2024-112	1017	
	02/28/2025	001-3540-519.12-00	(\$275)	COVER SHOE ALLOWANCE FEBRUARY CLEANUP	2397	
		001-3540-519.20-00	\$275			
	07/01/2025	001-3540-519.56-15	(\$13,038)	19) COVER PARTS CONTRACT JUNE CLEANUP	4384	
		001-3540-519.40-00	(\$430)			
		001-3540-519.52-00	\$7,000			
		001-3540-519.55-00	(\$2,500)			
		001-3540-519.64-00	(\$3,462)			
		001-3540-519.52-07	\$430			
		001-3540-519.46-03	\$12,000			
		07/08/2025	001-3540-519.64-00			\$63,608
	07/31/2025	001-3540-519.56-15	(\$3,673)	9) COVER NEGATIVE BALANCE JULY CLEANUP	4753	
		001-3540-519.27-00	\$1,047			
		001-3540-519.52-00	\$3,673			
		001-3540-519.12-00	(\$1,047)			
	6	Total Budget	Division 3540 Total			\$254,306

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 8/31/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
Amendments/Transfers					
3550 - SANITATION					
3550 - SANITATION	03/18/2025	001-3550-534.34-00	(\$15,558)	MATCH SOLID WASTE PMT SEE 3-18 CLERK'S JOURNAL	2599
1	Total Budget	Division 3550 Total		(\$15,558)	
Amendments/Transfers					
3560 - FACILITY MANAGEMENT					
3560 - FACILITY MANAGEMENT	11/12/2024	001-3560-519.46-00	\$28,551	ENC/BUDADJ	399
		001-3560-519.64-00	\$152,754		
		001-3560-519.56-15	\$14,772		
		001-3560-519.46-02	\$8,802		
	11/30/2024	001-3560-519.44-00	\$8,000	9) PICKLE BALL LIGHTS GEN OCT-NOV CLEANUP	876
		001-3560-519.46-00	(\$8,000)		
	12/10/2024	001-3560-519.64-00	\$44,161	CAPITAL ROLL RESOLUTION# 2024-112	1017
	02/01/2025	001-3560-519.46-02	(\$9,489)	PW MOWER JANUARY CLEANUP	2165
	02/28/2025	001-3560-519.20-00	\$845	COVER SHOE ALLOWANCE FEBRUARY CLEANUP	2397
		001-3560-519.12-00	(\$845)		
	03/21/2025	001-3560-519.46-02	(\$9,486)	BRIGHTLY SBITA SEE 3-18 CLERK'S JOURNAL	2604
		001-3560-519.56-15	(\$14,771)		
	04/30/2025	001-3560-519.46-02	(\$11,290)	4)BRIGHTLY IMPLIMENTATION APRIL CLEANUP	3409
		001-3560-519.56-15	\$11,290		
	07/01/2025	001-3560-519.56-15	\$962	3) SHORE UP ACCOUNTS JUNE	4384

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 8/31/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3560 - FACILITY MANAGEMENT	07/01/2025	001-3560-519.46-00	\$25,000	CLEANUP	4384
		001-3560-519.52-02	\$380		
		001-3560-519.52-07	(\$1,342)		
		001-3560-519.46-02	(\$25,000)		
	08/26/2025	001-3560-519.62-00	\$335,300	STRADLEY CONCESSION STAND RESOLUTION# 2025-054	5043
9	Total Budget Amendments/Transfers		Division 3560 Total		\$550,594
3580 - CAPITAL PROJECTS MNGMT					
3580 - CAPITAL PROJECTS MNGMT	11/12/2024	001-3580-519.64-00	\$24,317	ENC/BUDADJ	399
	12/10/2024	001-3580-519.63-07	\$85,000	CAPITAL ROLL RESOLUTION# 2024-112	1017
		001-3580-519.64-00	\$529,141		
	06/01/2025	001-3580-519.49-00	(\$300)	1) SERVICE AWARD LUNCHEON MAY CLEANUP	3962
		001-3580-519.48-00	\$300		
3	Total Budget Amendments/Transfers		Division 3580 Total		\$638,458
31	Total Budget Amendments/Transfers		GENERAL FUND		\$12,913,012
3240 - HOUSING GRANTS					
3240 - HOUSING GRANTS	02/28/2025	103-3240-554.56-15	\$650	MONITORS 4 HOUSING COORD. FEBRUARY CLEANUP	2397
		103-3240-554.52-00	(\$650)		
1	Total Budget Amendments/Transfers		Division 3240 Total		\$0

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 8/31/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
1	Total Budget Amendments/Transfers	CDBG		\$0	
3240 - HOUSING GRANTS					
3240 - HOUSING GRANTS	11/12/2024	104-3240-554.83-23	\$53,880	ENC/BUDADJ	399
	03/18/2025	104-3240-554.83-22	\$12,747	FY23 & PRIOR CHDO RESOLUTION# 2025-017	2597
		104-3240-554.83-23	\$154,800	FY23 & PRIOR 1ST TIME HB RESOLUTION# 2025-017	2597
		104-3240-554.12-00	\$1,707	FY24 ADMIN CARRYFORWARD RESOLUTION# 2025-017	2597
		104-3240-554.83-22	\$11,407	FY24 CHDO RESOLUTION# 2025-017	2597
		104-3240-554.83-23	(\$53,880)	UNDO YE ROLL RESOLUTION# 2025-017	2597
	03/21/2025	104-3240-554.39-00	(\$11,119)	HOME FY24-25 DISBURSEMENT RESOLUTION# 2025-021	2614
		104-3240-554.83-23	\$3		
		104-3240-554.83-22	(\$1,669)		
		104-3240-554.12-00	(\$4)		
3	Total Budget Amendments/Transfers	Division 3240 Total		\$167,872	
3	Total Budget Amendments/Transfers	BREVARD COUNTY HOME		\$167,872	
3240 - HOUSING GRANTS					
3240 - HOUSING GRANTS	11/12/2024	105-3240-554.83-00	\$3,575	ENC/BUDADJ	399
	03/18/2025	105-3240-554.83-00	\$3,634	FY23 INTEREST CARRYFORWRD RESOLUTION# 2025-017	2596

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 8/31/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3240 - HOUSING GRANTS	03/18/2025	105-3240-554.83-00	\$68,881	FY23 REMAINING BUDGET RESOLUTION# 2025-017	2596
		105-3240-554.83-00	\$228,460	FY24 BUDGET TO ROLL RESOLUTION# 2025-017	2596
		105-3240-554.83-00	\$1,658	FY24 CR - 1510 N KENTUCKY RESOLUTION# 2025-017	2596
		105-3240-554.83-00	\$101	FY24 HHRP RESOLUTION# 2025-017	2596
		105-3240-554.83-00	\$7,203	FY24 INTEREST CARRYFORWRD RESOLUTION# 2025-017	2596

2	Total Budget Amendments/Transfers	Division 3240 Total		\$313,512
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2	Total Budget Amendments/Transfers	SHIP/HOUSING ASSISTANCE		\$313,512
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3200 - ADMINISTRATION

3200 - ADMINISTRATION	11/12/2024	107-3200-524.34-00	\$17,616	ENC/BUDADJ	399
	06/01/2025	107-3200-524.34-00	\$75,000	10) BLDG OFFICIAL COSTS MAY CLEANUP	3962
		107-3200-524.12-00	(\$75,000)		

2	Total Budget Amendments/Transfers	Division 3200 Total		\$17,616
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2	Total Budget Amendments/Transfers	BUILDING PERMITS		\$17,616
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3230 - CRA ADMIN/OPERATIONS

3230 - CRA ADMIN/OPERATIONS	11/12/2024	110-3230-559.31-00	\$38,700	ENC/BUDADJ	399
		110-3230-559.64-15	\$27,855		

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 8/31/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3230 - CRA ADMIN/OPERATIONS	11/12/2024	110-3230-559.63-00	\$10,224	ENC/BUDADJ	399
	12/10/2024	110-3230-559.63-00	\$800,000	CAPITAL ROLL RESOLUTION# 2024-112	1017
		110-3230-559.64-00	\$23,993		
		110-3230-559.64-15	\$33,376		
		110-3230-559.61-00	\$70,372		
		110-3230-559.63-07	\$4,501		
		01/06/2025	110-3230-559.39-00		
	02/01/2025	110-3230-559.72-00	(\$1,834)	RECLASS DEBT SERVICE JANUARY CLEANUP	2165
		110-3230-517.72-31	\$1,834		
		110-3230-517.71-31	\$62,211		
		110-3230-559.71-00	(\$62,211)		
	02/05/2025	110-3230-559.31-01	\$5,000	LEGAL FEE TOP-UP RESOLUTION# CCRA-2025-007	1859
	04/30/2025	110-3230-559.55-00	(\$1,135)	7) COVER TRAVEL EXPENSE APRIL CLEANUP	3409
		110-3230-559.40-00	\$1,829		
		110-3230-559.49-00	(\$694)		
	07/01/2025	110-3230-559.64-15	(\$9,000)	20) INSPIRE COMPENSATION JUNE CLEANUP	4384
		110-3230-559.31-00	\$9,000		
		110-3230-559.12-00	(\$864)	21) COVER PERSONAL SVCS JUNE CLEANUP	4384
		110-3230-559.12-12	\$864		
	7	Total Budget Amendments/Transfers	Division 3230 Total		\$924,702

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 8/31/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
7	Total Budget	CRA COCOA RDA		\$924,702	
	Amendments/Transfers				
3230 - CRA ADMIN/OPERATIONS					
3230 - CRA ADMIN/OPERATIONS	11/12/2024	111-3230-559.31-00	\$38,700	ENC/BUDADJ	399
		111-3230-559.83-00	\$5,700		
		111-3230-559.64-15	\$8,591		
	12/10/2024	111-3230-559.63-00	\$181,226	CAPITAL ROLL RESOLUTION# 2024-112	1017
		111-3230-559.64-15	\$2,097		
	01/27/2025	111-3230-559.83-11	\$32,500	DSCRA UPSTART GRANT RES.# DSCRA 2025-039	1728
		111-3230-559.39-00	(\$47,735)	SHOREUP DSCRA TIF REVENUE RES.# DSCRA 2025-046	1731
	02/01/2025	111-3230-559.83-11	\$0	RECLASS DEBT SERVICE JANUARY CLEANUP	2165
	03/01/2025	111-3230-559.34-00	\$10,000	ANR PRGRM AWARD INCREASE RES# DSCRA-2025-047	2379
		111-3230-559.39-00	(\$10,000)	CFIP PRGRM AWARD INCREASE RES# DSCRA-2025-044	2380
		111-3230-559.83-00	\$10,000		
	04/30/2025	111-3230-559.40-00	\$100	7) COVER TRAVEL EXPENSE APRIL CLEANUP	3409
		111-3230-559.42-00	(\$100)		
		111-3230-559.64-15	\$0	8) CORRECT PROJECT # APRIL CLEANUP	3409
	07/01/2025	111-3230-559.12-00	(\$576)	21) COVER PERSONAL SVCS JUNE CLEANUP	4384
		111-3230-559.12-12	\$576		

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 8/31/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3230 - CRA ADMIN/OPERATIONS	07/31/2025	111-3230-559.39-00	(\$9,000)	11) INSPIRE EXTRA COMP. RES# DSCRA-2025-355	4753
		111-3230-559.31-00	\$9,000		

8	Total Budget Amendments/Transfers	Division 3230 Total		\$231,079	
8	Total Budget Amendments/Transfers	CRA DIAMOND SQUARE 626		\$231,079	

1203 - INFORMATION TECHNOLOGY

1203 - INFORMATION TECHNOLOGY	11/12/2024	130-1203-516.63-00	\$28,631	ENC/BUDADJ	399
	12/12/2024	130-1203-516.63-00	(\$6,604)	UNEMCUMBERED ARPA ROLL RESOLUTION# 2024-114	1021
2	Total Budget Amendments/Transfers	Division 1203 Total		\$22,027	

1600 - GENERAL OPERATIONS

1600 - GENERAL OPERATIONS	11/12/2024	130-1600-513.56-15	\$15,625	ENC/BUDADJ	399
	12/12/2024	130-1600-513.56-15	(\$12,721)	UNEMCUMBERED ARPA ROLL RESOLUTION# 2024-114	1021
	03/18/2025	130-1600-581.91-01	\$13,934	ARPA INTEREST TRANSFERS RESOLUTION# 2024-115	2609
3	Total Budget Amendments/Transfers	Division 1600 Total		\$16,838	

2100 - POLICE ADMIN/OPERATIONS

2100 - POLICE ADMIN/OPERATIONS	11/12/2024	130-2100-521.64-00	\$234,766	ENC/BUDADJ	399
	12/12/2024	130-2100-521.64-00	\$9,234	UNEMCUMBERED ARPA ROLL RESOLUTION# 2024-114	1021

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 8/31/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment		Group Number
2100 - POLICE ADMIN/OPERATIONS	12/23/2024	130-2100-521.64-00	\$56,341	ARPA REALLOCATION	POLICE VEHICLE	1206
		130-2100-521.64-00	(\$9,234)	ARPA REALLOCATION	REMAINDER - POLICE STRIPE	1206
3	Total Budget Amendments/Transfers	Division 2100 Total		\$291,107		
3240 - HOUSING GRANTS						
3240 - HOUSING GRANTS	12/12/2024	130-3240-554.83-92	\$0	UNEMCUMBERED ARPA ROLL RESOLUTION# 2024-114		1021
1	Total Budget Amendments/Transfers	Division 3240 Total		\$0		
3520 - PARKS & BEAUTIFICATION						
3520 - PARKS & BEAUTIFICATION	12/23/2024	130-3520-572.64-00	\$46,373	ARPA REALLOCATION	REPLACEMENT VEHICLE #148	1206
1	Total Budget Amendments/Transfers	Division 3520 Total		\$46,373		
3560 - FACILITY MANAGEMENT						
3560 - FACILITY MANAGEMENT	12/12/2024	130-3560-519.64-00	\$131,295	UNEMCUMBERED ARPA ROLL RESOLUTION# 2024-114		1021
	12/23/2024	130-3560-519.64-00	(\$92,315)	ARPA REALLOCATION	HOLDING PLACE - PO ROLL	1206
		130-3560-519.64-00	(\$1,165)	ARPA REALLOCATION	REMAINDER - CITY AC UNITS	1206
2	Total Budget Amendments/Transfers	Division 3560 Total		\$37,815		
3580 - CAPITAL PROJECTS MNGMT						

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 8/31/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3580 - CAPITAL PROJECTS MNGMT	12/12/2024	130-3580-572.63-00	\$0	UNEMCUMBERED ARPA ROLL RESOLUTION# 2024-114	1021

1	Total Budget Amendments/Transfers	Division 3580 Total		\$0	
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4	Total Budget Amendments/Transfers	AMERICAN RESCUE PLAN FUND		\$414,160	
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2100 - POLICE ADMIN/OPERATIONS

2100 - POLICE ADMIN/OPERATIONS	02/11/2025	142-2100-521.40-00	\$2,925	STATE FORFITURE FUNDS RESOLUTION# 2025-007	2164
		142-2100-521.55-00	\$6,975		
		142-2100-521.54-00	\$100		
	03/27/2025	142-2100-521.54-00	\$100	INTEL/LEADERSHIP TRAINING RESOLUTION# 2025-007	2726
		142-2100-521.40-00	\$2,925		
		142-2100-521.55-00	\$6,975		
		142-2100-521.54-00	(\$100)	STATE FORFITURE FUNDS REVERSE GROUP# 2025-02164	2726
		142-2100-521.40-00	(\$2,925)		
		142-2100-521.55-00	(\$6,975)		

2	Total Budget Amendments/Transfers	Division 2100 Total		\$10,000	
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2	Total Budget Amendments/Transfers	POLICE SPECIAL EDUCATION		\$10,000	
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2100 - POLICE ADMIN/OPERATIONS

2100 - POLICE ADMIN/OPERATIONS	10/14/2024	143-2100-521.52-00	\$6,825	EXPEND FEDERAL FORFEITURE RESOLUTION #: 24-096	123
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1	Total Budget	Division 2100 Total		\$6,825	
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FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 8/31/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
Amendments/Transfers					
1	Total Budget Amendments/Transfers	FEDERAL FORFEITURE FUND		\$6,825	
1600 - GENERAL OPERATIONS					
1600 - GENERAL OPERATIONS	01/28/2025	201-1600-517.71-16	\$46,000	BOA LEASE DEBTSERVICE PMT	1777
		201-1600-517.72-16	\$19,640		
		201-1600-517.72-17	\$22,182		
		201-1600-517.71-17	\$99,000		
	201-1600-517.71-00	(\$380,000)	UNDO FY25 INTERFUND TXFR ESTIMATED DEBT FINANCING	1775	
1	Total Budget Amendments/Transfers	Division 1600 Total		(\$193,178)	
1	Total Budget Amendments/Transfers	DEBT SERVICE FUND		(\$193,178)	
3570 - STORMWATER UTILITY					
3570 - STORMWATER UTILITY	11/12/2024	303-3570-538.63-73	\$1,667,960	ENC/BUDADJ	399
		303-3570-538.63-08	\$62,043		
		303-3570-538.63-00	\$42,646		
		303-3570-538.63-00	(\$24,155)	RETAINAGE RES. #24-103 PO# 81782	666
		303-3570-538.63-73	(\$128,164)		
	12/10/2024	303-3570-538.63-08	\$8,715	CAPITAL ROLL RESOLUTION# 2024-112	1018
		303-3570-538.63-00	\$324,686		
	03/21/2025	303-3570-538.63-00	\$343,177	FIX NON GRANT FISKE ROLL RESOLUTION# 2025-014	2600

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 8/31/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3570 - STORMWATER UTILITY	03/21/2025	303-3570-538.63-73	\$1,937,668	REMAINING CONSTRUCTION RESOLUTION# 2025-014	2601
		303-3570-538.63-08	\$70,758	SDC REIMBURSABLE RESOLUTION# 2025-014	2601
		303-3570-538.63-08	\$15,395	SDC REIMBURSABLE REVISIT* RESOLUTION# 2025-014	2601
		303-3570-538.63-08	(\$8,715)	UNDO CAPITAL ROLL RESOLUTION# 2025-014	2600
		303-3570-538.63-00	(\$324,686)		
		303-3570-538.63-00	(\$42,646)	UNDO PO ROLL (ENC/BUDADJ) RESOLUTION# 2025-014	2600
		303-3570-538.63-08	(\$62,043)		
		303-3570-538.63-73	(\$1,667,960)		
		303-3570-538.63-73	\$128,164	UNDO RETAINAGE RESOLUTION# 2025-014	2600
		303-3570-538.63-00	\$24,155		
3	Total Budget Amendments/Transfers	Division 3570 Total		\$2,366,998	
3	Total Budget Amendments/Transfers	FISKE BV CMPLT STRTSCAPE		\$2,366,998	
3580 - CAPITAL PROJECTS MNGMT					
3580 - CAPITAL PROJECTS MNGMT	11/12/2024	304-3580-572.63-00	\$133,724	ENC/BUDADJ	399
	12/10/2024	304-3580-572.63-00	\$2,020	CAPITAL ROLL RESOLUTION# 2024-112	1018
2	Total Budget Amendments/Transfers	Division 3580 Total		\$135,744	
2	Total Budget	T DOCKS /		\$135,744	

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 8/31/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
Amendments/Transfers			BREAKWATER		
1506 - INVENTORY					
1506 - INVENTORY	04/30/2025	421-1506-536.22-00	\$2,000	1) COVER WAGES THRU FY APRIL CLEANUP	3409
		421-1506-536.12-00	\$48,037		
		421-1506-536.14-00	\$5,492		
		421-1506-536.13-00	(\$55,529)		
	07/01/2025	421-1506-536.51-00	(\$20)	14) BUSINESS CARDS JUNE CLEANUP	4384
		421-1506-536.47-00	\$20		
		421-1506-536.23-04	(\$2,400)	21) COVER PERSONAL SVCS JUNE CLEANUP	4384
		421-1506-536.27-00	\$2,400		
	07/31/2025	421-1506-536.46-00	(\$1,800)	6) COVER WM CC CHARGE JULY CLEANUP	4753
		421-1506-536.34-00	\$1,800		
		421-1506-536.23-04	(\$34)	9) COVER NEGATIVE BALANCE JULY CLEANUP	4753
		421-1506-536.23-07	\$34		
3	Total Budget Amendments/Transfers		Division 1506 Total		\$0
1515 - UTILITY SUPPORT SERVICES					
1515 - UTILITY SUPPORT SERVICES	04/01/2025	421-1515-536.12-00	(\$1,153)	8) COVER ACCRUAL PAYOUTS MARCH CLEANUP	3136
		421-1515-536.12-12	\$1,153		
	07/31/2025	421-1515-536.20-00	\$215	9) COVER NEGATIVE BALANCE JULY CLEANUP	4753
		421-1515-536.12-00	(\$215)		
2	Total Budget Amendments/Transfers		Division 1515 Total		\$0

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 8/31/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
4010 - WATER ADMINISTRATION					
4010 - WATER ADMINISTRATION	10/08/2024	421-4010-536.31-00	(\$270,847)	TCR PROJECT TASK #2 RESOLUTION #: 24-097	122
	11/12/2024	421-4010-536.47-00	\$15,255	ENC/BUDADJ	399
		421-4010-536.31-01	\$131,151		
		421-4010-536.31-00	\$15,270		
	11/30/2024	421-4010-536.47-00	\$8,551	15) LEAD & COPPER MAILERS OCT-NOV CLEANUP	876
		421-4010-536.31-01	(\$8,551)		
		421-4010-536.41-00	\$13	8) SAT PHONE SERVICES OCT-NOV CLEANUP	876
		421-4010-536.31-00	(\$13)		
	12/10/2024	421-4010-581.91-24	\$26,260	VORTEX MANHOLE LINING RESOLUTION# 2024-111	1019
	01/03/2025	421-4010-536.31-00	\$1,910	DECEMBER CLEANUP 4) LAB AUDIT	1525
		421-4010-536.31-01	(\$1,910)		
	02/01/2025	421-4010-536.46-00	\$1,150	LAB OVEN REPAIR JANUARY CLEANUP	2165
		421-4010-536.31-00	(\$1,150)		
	03/18/2025	421-4010-581.91-25	\$9,355	CORRECT DEBT SERVICE PMT RESOLUTION# 2025-015	2612
	04/22/2025	421-4010-581.91-24	\$528,113	BRANDES BUDG 4 OTHER PROJ RESOLUTION# 2025-026	3173
		421-4010-536.49-00	\$50	CHARGE-BACK FEES RESOLUTION# 2025-026	3172
		421-4010-536.49-00	\$100,000	INTEREST PD. TO CUSTOMERS RESOLUTION# 2025-026	3172

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 8/31/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
4010 - WATER ADMINISTRATION	04/22/2025	421-4010-536.49-00	\$2,726	ORLANDO SW ASESMENTS RESOLUTION# 2025-026	3172
	04/30/2025	421-4010-536.31-00	(\$1,000)	12) FSAWWA DONATION APRIL CLEANUP	3409
		421-4010-536.82-00	\$1,000		
	05/27/2025	421-4010-536.39-00	(\$144,055)	EMERGENCY CULVERT REPAIR RESOLUTION# 2025-032	3737
	07/01/2025	421-4010-536.12-12	\$1,376	21) COVER PERSONAL SVCS JUNE CLEANUP	4384
		421-4010-536.12-00	(\$1,754)		
		421-4010-536.15-00	\$378		
		421-4010-536.46-00	\$4,350	6) EQUIPMENT REPAIR JUNE CLEANUP	4384
		421-4010-536.46-02	(\$350)		
		421-4010-536.31-01	(\$4,000)		
	07/08/2025	421-4010-581.91-01	\$47,706	FLEET 4-POST VEHICLE LIFT RESOLUTION# 2025-044	4302
		421-4010-536.39-00	(\$47,706)		
	07/31/2025	421-4010-536.12-12	\$23,815	9) COVER NEGATIVE BALANCE JULY CLEANUP	4753
		421-4010-536.12-00	(\$23,815)		
13	Total Budget Amendments/Transfers		Division 4010 Total		\$413,278
4011 - EMERGENCY/DISASTER SVS					
4011 - EMERGENCY/DISASTER SVS	01/30/2025	421-4011-525.23-00	\$28	MILTON REIMBURSABLE RESOLUTION# 2025-005	1758
		421-4011-525.22-00	\$1,601		
		421-4011-525.23-09	\$16		
		421-4011-525.12-00	\$66,781		

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 8/31/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment		Group Number
4011 - EMERGENCY/DISASTER SVS	01/30/2025	421-4011-525.49-00	\$5,706	MILTON REIMBURSABLE RESOLUTION# 2025-005		1758
		421-4011-525.23-04	\$2,345			
		421-4011-525.21-00	\$4,802			
		421-4011-525.24-00	\$83			
		421-4011-525.23-07	\$87			
		421-4011-525.23-08	\$87			
1	Total Budget Amendments/Transfers	Division 4011 Total			\$81,536	
4020 - DYAL PLANT						
4020 - DYAL PLANT	10/08/2024	421-4020-536.31-27	\$270,847	TCR PROJECT TASK #2	RESOLUTION #: 24-097	122
	11/12/2024	421-4020-536.64-15	\$24,511	ENC/BUDADJ		399
		421-4020-536.31-03	\$11,622			
		421-4020-536.56-15	\$12,207			
		421-4020-536.34-00	\$7,000			
		421-4020-536.52-09	\$7,388			
		421-4020-536.46-00	\$96,488			
		421-4020-536.55-00	\$3,687			
		421-4020-536.46-02	\$162,233			
	01/03/2025	421-4020-536.46-00	(\$8,000)	DECEMBER CLEANUP 2) SWALE PROJECT SJRMWD		1525
		421-4020-536.31-03	\$8,000			
		421-4020-536.52-00	(\$1,200)	DECEMBER CLEANUP 8) REPLACE MGNT SHIRTS		1525
		421-4020-536.42-00	\$500			

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 8/31/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
4020 - DYAL PLANT	01/03/2025	421-4020-536.52-02	\$1,200	DECEMBER CLEANUP 8) REPLACE MGNT SHIRTS	1525
		421-4020-536.46-00	(\$500)		
	02/28/2025	421-4020-536.12-00	(\$1,370)	COVER ACCRUAL PAYOUT FEBRUARY CLEANUP	2397
		421-4020-536.12-12	\$1,370		
		421-4020-536.12-00	(\$430)	COVER SHOE ALLOWANCE FEBRUARY CLEANUP	2397
		421-4020-536.20-00	\$430		
	03/01/2025	421-4020-536.46-00	(\$92,830)	DYAL SCADA AC UNITS 02/01/25 CLERK'S JOURNAL	2534
		421-4020-536.64-00	\$92,830		
	04/01/2025	421-4020-536.55-00	\$15,000	3) SCADA SERVER TRAINING MARCH CLEANUP	3136
		421-4020-536.52-09	(\$15,000)		
	04/08/2025	421-4020-536.52-09	(\$60,000)	STEWARTS PO - PUMP REPAIR CLERK'S JOURNAL 4.8.25	2976
		421-4020-536.46-00	\$60,000		
	04/30/2025	421-4020-536.46-02	(\$57,542)	9) FIRE RADIO&PULSAFEEDER APRIL CLEANUP	3409
		421-4020-536.64-00	\$57,542		
		421-4020-536.46-00	\$60,000	9) REPLENISH R&M ACCOUNT APRIL CLEANUP	3409
		421-4020-536.34-00	(\$60,000)		
	05/27/2025	421-4020-536.63-00	\$144,055	EMERGENCY CULVERT REPAIR RESOLUTION# 2025-032	3737
	06/01/2025	421-4020-536.53-00	(\$25,000)	6) ACCT. SHORTFALL/ SCADA MAY CLEANUP	3962
		421-4020-536.52-30	(\$20,000)		
		421-4020-536.49-00	\$3,000	6) COVER ACCT. SHORTFALL MAY CLEANUP	3962
		421-4020-536.52-00	\$42,000	6) SCADA COMPONENTS MAY CLEANUP	3962

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 8/31/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
4020 - DYAL PLANT	07/01/2025	421-4020-536.52-09	(\$4,120)	12) ADDITIONAL DAS FUNDS JUNE CLEANUP	4384
		421-4020-536.64-00	\$4,120		
		421-4020-536.56-15	\$24,900	12) COVER SIMS COST JUNE CLEANUP	4384
		421-4020-536.52-09	(\$24,900)		
		421-4020-536.46-02	\$20,000	12) NEW ROOFING CONTRACT JUNE CLEANUP	4384
		421-4020-536.52-09	(\$20,000)		
		421-4020-536.20-00	\$270	21) COVER PERSONAL SVCS JUNE CLEANUP	4384
		421-4020-536.12-12	\$2,262		
		421-4020-536.13-00	\$1,123		
		421-4020-536.12-00	(\$3,655)		
	07/31/2025	421-4020-536.52-00	\$30,000	5) COVER OPERATING COSTS JULY CLEANUP	4753
		421-4020-536.52-30	(\$30,000)		
		421-4020-536.49-00	\$6,000	5)COVER FDEP INSP INVOICE JULY CLEANUP	4753
		421-4020-536.52-30	(\$6,000)		
		421-4020-536.20-00	\$175	9) COVER NEGATIVE BALANCE JULY CLEANUP	4753
		421-4020-536.14-00	\$51,000		
		421-4020-536.13-00	\$6,824		
		421-4020-536.12-00	(\$57,999)		
12	Total Budget Amendments/Transfers	Division 4020 Total			\$740,038
4025 - WATER FIELD OPERATIONS					
4025 - WATER FIELD OPERATIONS	11/12/2024	421-4025-536.64-00	\$338,063	ENC/BUDADJ	399
		421-4025-536.46-00	\$255,060		

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 8/31/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
4025 - WATER FIELD OPERATIONS	12/10/2024	421-4025-536.64-00	\$66,532	CAPITAL ROLL RESOLUTION# 2024-112	1018
	02/28/2025	421-4025-536.12-12	\$4,861	COVER ACCRUAL PAYOUT FEBRUARY CLEANUP	2397
		421-4025-536.12-00	(\$4,861)		
		421-4025-536.20-00	\$805	COVER SHOE ALLOWANCE FEBRUARY CLEANUP	2397
		421-4025-536.12-00	(\$805)		
		421-4025-536.64-00	\$0	TRAILER & 2 MIXING TANKS FEBRUARY CLEANUP	2397
	04/01/2025	421-4025-536.64-00	\$0	6) NEW LOCATOR - VAN #351 MARCH CLEANUP	3136
	06/01/2025	421-4025-536.64-00	\$44,700	7) REPLACE VEHICLE #35 MAY CLEANUP	3962
		421-4025-536.46-00	(\$44,700)		
	07/01/2025	421-4025-536.12-12	\$587	21) COVER PERSONAL SVCS JUNE CLEANUP	4384
		421-4025-536.20-00	\$1,400		
		421-4025-536.12-00	(\$1,987)		
	07/31/2025	421-4025-536.52-07	\$1,000	14)SHOREUP OPERATING ACCT JULY CLEANUP	4753
		421-4025-536.52-00	\$21,605		
		421-4025-536.64-00	(\$10,879)		
		421-4025-536.49-00	(\$1,000)		
		421-4025-536.56-15	(\$6,726)		
		421-4025-536.44-00	(\$4,000)		
		421-4025-536.44-00	(\$1,000)	8) COVER FL CITY GAS PO JULY CLEANUP	4753
		421-4025-536.43-00	\$1,000		

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 8/31/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
4025 - WATER FIELD OPERATIONS	07/31/2025	421-4025-536.14-00	\$75,000	9) COVER NEGATIVE BALANCE JULY CLEANUP	4753
		421-4025-536.12-00	(\$67,347)		
		421-4025-536.12-12	\$561		
		421-4025-536.23-04	(\$8,214)		

7	Total Budget Amendments/Transfers	Division 4025 Total	\$659,655
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4055 - ENGINEERING

4055 - ENGINEERING	11/12/2024	421-4055-536.31-03	\$1,220,643	ENC/BUDADJ	399
		421-4055-536.63-00	\$774,587		
	11/30/2024	421-4055-536.55-00	(\$165)	2) ENG CANON SERVICES OCT-NOV CLEANUP	876
		421-4055-536.46-00	\$165		
	12/10/2024	421-4055-536.63-00	\$210,574	CAPITAL ROLL RESOLUTION# 2024-112	1018
	04/01/2025	421-4055-536.12-12	\$1,948	8) COVER ACCRUAL PAYOUTS MARCH CLEANUP	3136
		421-4055-536.12-00	(\$1,948)		
	04/22/2025	421-4055-536.63-00	(\$420,315)	BRANDES PO#71924 CLOSED RESOLUTION# 2025-026	3172
		421-4055-536.63-00	(\$210,574)	BRANDES REMAINING BUDGET RESOLUTION# 2025-026	3172
	06/10/2025	421-4055-536.63-00	\$53,436	COURTENAY PKWY DESIGN RESOLUTION# 2025-034	3918
	07/01/2025	421-4055-536.12-12	\$10,738	21) COVER PERSONAL SVCS JUNE CLEANUP	4384
		421-4055-536.12-00	(\$10,738)		

7	Total Budget	Division 4055 Total	\$1,628,351
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FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 8/31/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
Amendments/Transfers					
4120 - SELLERS PLANT					
4120 - SELLERS PLANT	11/12/2024	421-4120-536.46-02	\$2,475	ENC/BUDADJ	399
		421-4120-536.63-00	\$45,243		
		421-4120-536.46-00	\$17,429		
		421-4120-536.34-00	\$880		
	02/28/2025	421-4120-536.12-00	(\$565)	COVER SHOE ALLOWANCE FEBRUARY CLEANUP	2397
		421-4120-536.20-00	\$565		
	05/13/2025	421-4120-536.63-00	(\$45,243)	PO#71959 LIQUIDATION RESOLUTION# 2025-029	3503
	06/01/2025	421-4120-536.44-00	\$4,200	4)CRANE RENT 4 TANK CLEAN MAY CLEANUP	3962
		421-4120-536.46-00	(\$4,200)		
	07/01/2025	421-4120-536.64-00	\$3,520	10) COVER AC RPLCMT SHORT JUNE CLEANUP	4384
		421-4120-536.46-00	(\$3,520)		
		421-4120-536.12-00	(\$1,377)	21) COVER PERSONAL SVCS JUNE CLEANUP	4384
		421-4120-536.12-12	\$1,377		
		421-4120-536.46-00	(\$4,000)	7) CRANE RENTAL OVERAGE JUNE CLEANUP	4384
		421-4120-536.44-00	\$4,000		
		421-4120-536.56-15	\$70	8) COVER IT SHORTAGE JUNE CLEANUP	4384
		421-4120-536.46-00	(\$70)		
	07/08/2025	421-4120-536.46-00	(\$8,000)	AERZEN BLOWER RENTAL SEE 7-8 CLERK'S JOURNAL	4303
		421-4120-536.64-15	(\$10,000)		
		421-4120-536.51-00	(\$2,405)		

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 8/31/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
4120 - SELLERS PLANT	07/08/2025	421-4120-536.44-00	\$27,305	AERZEN BLOWER RENTAL SEE 7-8 CLERK'S JOURNAL	4303
		421-4120-536.46-02	(\$6,900)		
	07/31/2025	421-4120-536.14-00	\$45,758	9) COVER NEGATIVE BALANCE JULY CLEANUP	4753
		421-4120-536.12-00	(\$46,844)		
		421-4120-536.12-12	\$1,086		

7	Total Budget Amendments/Transfers	Division 4120 Total			\$20,784
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4125 - SEWER FIELD OPERATIONS

4125 - SEWER FIELD OPERATIONS	11/12/2024	421-4125-536.46-00	\$3,636	ENC/BUDADJ	399
	12/10/2024	421-4125-536.46-00	(\$26,260)	VORTEX MANHOLE LINING RESOLUTION# 2024-111	1019
	02/28/2025	421-4125-536.12-00	(\$19,239)	COVER ACCRUAL PAYOUT FEBRUARY CLEANUP	2397
		421-4125-536.12-12	\$19,239		
		421-4125-536.12-00	(\$195)	COVER SHOE ALLOWANCE FEBRUARY CLEANUP	2397
		421-4125-536.20-00	\$195		
	06/01/2025	421-4125-536.46-00	(\$5,000)	8) VEHICLE REPAIRS MAY CLEANUP	3962
		421-4125-536.52-30	(\$5,000)		
		421-4125-536.44-00	(\$1,000)		
		421-4125-536.46-03	\$16,000		
		421-4125-536.53-00	(\$5,000)		
		421-4125-536.46-00	(\$1,000)	9) COVER FPL COSTS MAY CLEANUP	3962
		421-4125-536.43-00	\$1,000		
	07/01/2025	421-4125-536.23-04	(\$50,645)	21) COVER PERSONAL SVCS JUNE	4384

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 8/31/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
4125 - SEWER FIELD OPERATIONS	07/01/2025	421-4125-536.20-00	\$525	CLEANUP	4384
		421-4125-536.12-12	\$8,886		
		421-4125-536.14-00	\$41,234		
5	Total Budget Amendments/Transfers	Division 4125 Total		(\$22,624)	
21	Total Budget Amendments/Transfers	WATER/SEWER FUND		\$3,521,018	
4010 - WATER ADMINISTRATION					
4010 - WATER ADMINISTRATION	03/18/2025	422-4010-581.91-25	(\$9,355)	CORRECT DEBT SERVICE PMT RESOLUTION# 2025-015	2612
1	Total Budget Amendments/Transfers	Division 4010 Total		(\$9,355)	
1	Total Budget Amendments/Transfers	WATER/SEWER IMPACT FEE		(\$9,355)	
3570 - STORMWATER UTILITY					
3570 - STORMWATER UTILITY	11/12/2024	423-3570-538.63-73	\$214,165	ENC/BUDADJ	399
		423-3570-538.34-00	\$2		
		423-3570-538.63-35	\$51,222		
		423-3570-538.63-00	\$407,522		
		423-3570-538.31-00	\$600		
		423-3570-538.52-00	\$1,659		
		423-3570-538.63-73	(\$12,947)		
	423-3570-538.63-00	(\$2,390)			
	01/01/2025	423-3570-538.63-00	\$7,790	CURED IN PLACE PIPELINING CLERK'S	1591

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 8/31/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3570 - STORMWATER UTILITY	01/01/2025	423-3570-538.39-00	(\$7,790)	JOURNAL 12.10.24	1591
	02/28/2025	423-3570-538.20-00	\$390	COVER SHOE ALLOWANCE FEBRUARY CLEANUP	2397
		423-3570-538.12-00	(\$390)		
		423-3570-538.12-00	(\$22,502)	OTHER SALARIES AND WAGES FEBRUARY CLEANUP	2397
		423-3570-538.13-00	\$22,502		
	03/21/2025	423-3570-538.63-00	\$19,874	BUY FISKE PRJ. EXTRA PIPE SEE 3-18 CLERK'S JOURNAL	2602
		423-3570-538.39-00	(\$19,874)		
		423-3570-538.63-73	\$201,219	REMAINING CONSTRUCTION RESOLUTION# 2025-014	2601
		423-3570-538.63-73	(\$214,165)	UNDO PO ROLL (ENC/BUDADJ) RESOLUTION# 2025-014	2600
		423-3570-538.63-73	\$12,947	UNDO RETAINAGE RESOLUTION# 2025-014	2600
	04/30/2025	423-3570-538.64-00	\$970	14)COVER VEHICLE SHORTAGE APRIL CLEANUP	3409
		423-3570-538.52-30	(\$970)		
		423-3570-538.46-00	\$16,800	3) CONCRETE WALL REPAIR APRIL CLEANUP	3409
		423-3570-538.63-00	(\$16,800)		
	05/13/2025	423-3570-581.91-01	\$91,600	LIGHTING LOAD CLAW TRUCK RESOLUTION# 2025-028	3501
		423-3570-538.31-00	(\$50,000)	LONDON DITCH DES SHORTAGE SEE 5-13 CLERK'S JOURNAL	3515
		423-3570-538.63-00	\$50,000		
		423-3570-538.39-00	(\$1,531)	WALMART LAND CLOSING COST RESOLUTION# 2025-027	3505
		423-3570-538.61-00	\$1,531		
		423-3570-538.61-00	\$500	WALMART LAND DONATION	3504

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 8/31/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3570 - STORMWATER UTILITY	05/13/2025			RESOLUTION# 2025-027	
	05/27/2025	423-3570-538.31-00	(\$8,460)	ADDITIONAL PIPE LINING SEE 5-274 CLERK'S JOURNAL	3736
		423-3570-538.63-00	\$8,460		
	06/01/2025	423-3570-538.31-00	\$0	5) COX RD CULVERT REPAIR MAY CLEANUP	3962
	06/10/2025	423-3570-538.64-00	\$330,422	REPLACEMENT SLOPE MOWER RESOLUTION# 2025-036	3919
	07/01/2025	423-3570-538.12-00	(\$50,000)	21) COVER PERSONAL SVCS JUNE CLEANUP	4384
		423-3570-538.14-00	\$3,000		
		423-3570-538.13-00	\$61,865		
		423-3570-538.23-04	(\$14,865)		
	07/08/2025	423-3570-581.91-01	\$1,272	FLEET 4-POST VEHICLE LIFT RESOLUTION# 2025-044	4302
		423-3570-538.46-00	(\$1,272)		
11	Total Budget Amendments/Transfers	Division 3570 Total		\$1,082,356	
11	Total Budget Amendments/Transfers	STORMWATER UTILITY		\$1,082,356	
4010 - WATER ADMINISTRATION					
4010 - WATER ADMINISTRATION	06/10/2025	424-4010-581.91-21	\$53,436	COURTENAY PKWY DESIGN RESOLUTION# 2025-034	3918
1	Total Budget Amendments/Transfers	Division 4010 Total		\$53,436	
4020 - DYAL PLANT					
4020 - DYAL PLANT	11/12/2024	424-4020-536.63-00	\$163,559	ENC/BUDADJ	399

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 8/31/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
4020 - DYAL PLANT	12/10/2024	424-4020-536.63-07	\$275,000	CAPITAL ROLL RESOLUTION# 2024-112	1018
		424-4020-536.62-00	\$75,000		
		424-4020-536.63-00	\$1,580,747		
	01/03/2025	424-4020-536.64-00	\$0	DECEMBER CLEANUP 5) JOCKEY HIGH PUMPS	1525
3	Total Budget Amendments/Transfers	Division 4020 Total		\$2,094,306	
4025 - WATER FIELD OPERATIONS					
4025 - WATER FIELD OPERATIONS	01/28/2025	424-4025-536.63-63	\$1,200,000	PINEDA PHASE 2 GRANT -FED RESOLUTION# 2025-004	1759
		424-4025-536.63-64	\$135,000	PINEDA PHASE2 GRANT-STATE RESOLUTION# 2025-004	1759
1	Total Budget Amendments/Transfers	Division 4025 Total		\$1,335,000	
4055 - ENGINEERING					
4055 - ENGINEERING	11/12/2024	424-4055-536.63-08	\$13,610	ENC/BUDADJ	399
		424-4055-536.63-73	\$467,817		
		424-4055-536.63-78	\$2,615,124		
		424-4055-536.63-00	\$11,829,709		
		424-4055-536.63-00	(\$42,550)	RETAINAGE RES. #24-103 PO# 80814	666
		424-4055-536.63-00	(\$188,524)	RETAINAGE RES. #24-103 PO# 81414	666
		424-4055-536.63-78	(\$53,236)		
		424-4055-536.63-73	(\$23,146)	RETAINAGE RES. #24-103 PO# 81782	666
		424-4055-536.63-00	(\$43,825)		

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 8/31/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
4055 - ENGINEERING	11/12/2024	424-4055-536.63-00	(\$16,747)	RETAINAGE RES. #24-103 PO# 82211	666
		424-4055-536.63-00	(\$61,442)	RETAINAGE RES. #24-103 PO# 82212	666
	11/30/2024	424-4055-536.63-00	\$0	3) CATALINA ISLE DR WM OCT-NOV CLEANUP	876
	12/10/2024	424-4055-536.63-00	\$15,046,287	CAPITAL ROLL RESOLUTION# 2024-112	1018
		424-4055-536.63-08	\$1,785		
	03/18/2025	424-4055-536.63-00	\$150,232	WEST AVE BRIDGE WATERMAIN SEE 3-18 CLERK'S JOURNAL	2613
	03/21/2025	424-4055-536.63-00	\$444,671	REMAINING CONSTRUCTION RESOLUTION# 2025-014	2601
		424-4055-536.63-08	\$15,395	SDC REIMBURSABLE RESOLUTION# 2025-014	2601
		424-4055-536.63-08	(\$1,785)	UNDO CAPITAL ROLL RESOLUTION# 2025-014	2600
		424-4055-536.63-08	(\$13,610)	UNDO PO ROLL (ENC/BUDADJ) RESOLUTION# 2025-014	2600
		424-4055-536.63-73	(\$467,817)		
		424-4055-536.63-73	\$23,146	UNDO RETAINAGE RESOLUTION# 2025-014	2600
		424-4055-536.63-00	(\$150,232)	WEST AVE BRIDGE WATERMAIN SEE 3-18 CLERK'S JOURNAL	2613
	04/30/2025	424-4055-536.63-00	\$0	5) CORRECT PROJECT NUMBER APRIL CLEANUP	3409
	06/10/2025	424-4055-536.63-00	(\$53,436)	COURTENAY PKWY DESIGN RESOLUTION# 2025-034	3918
7	Total Budget	Division 4055 Total		\$29,491,426	

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 8/31/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
Amendments/Transfers					
4120 - SELLERS PLANT					
4120 - SELLERS PLANT	11/12/2024	424-4120-536.63-00	\$49,446	ENC/BUDADJ	399
		424-4120-536.64-15	\$8,032		
	12/10/2024	424-4120-536.64-15	\$771,651	CAPITAL ROLL RESOLUTION# 2024-112	1018
		424-4120-536.63-00	\$1,587,306		
	02/11/2025	424-4120-536.64-15	\$0	SELLERS WRF PLCS 2/11/25 CLERK'S JOURNAL	2163
	04/22/2025	424-4120-536.64-15	\$528,113	BRANDES BUDG 4 OTHER PROJ RESOLUTION# 2025-026	3173
	05/13/2025	424-4120-536.63-00	(\$49,446)	PO#79678 LIQUIDATION RESOLUTION# 2025-029	3503
		424-4120-536.63-00	(\$587,306)	UNENCUMBERED PROJECT BAL. RESOLUTION# 2025-029	3503
	07/31/2025	424-4120-536.63-00	\$0	4) CONSOLIDATE PROJECT #S JULY CLEANUP	4753
6	Total Budget Amendments/Transfers	Division 4120 Total		\$2,307,796	
4125 - SEWER FIELD OPERATIONS					
4125 - SEWER FIELD OPERATIONS	11/12/2024	424-4125-536.63-00	\$179,709	ENC/BUDADJ	399
	12/10/2024	424-4125-536.63-00	\$26,260	VORTEX MANHOLE LINING RESOLUTION# 2024-111	1019
2	Total Budget Amendments/Transfers	Division 4125 Total		\$205,969	

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 8/31/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
13	Total Budget Amendments/Transfers		RENEWAL & REPLACE FUND	\$35,487,933	
4010 - WATER ADMINISTRATION					
4010 - WATER ADMINISTRATION	03/18/2025	425-4010-581.91-24	\$374,000	COCOA GROVES&WINWARD TXFR RESOLUTION# 2025-015	2610
1	Total Budget Amendments/Transfers		Division 4010 Total		\$374,000
1	Total Budget Amendments/Transfers		W/S RESTRICTED ASSETS		\$374,000
4020 - DYAL PLANT					
4020 - DYAL PLANT	10/08/2024	427-4020-536.31-37	\$2,031,352	TCR PROJECT TASK #2 RESOLUTION #: 24-097	122
		427-4020-536.31-36	\$180,566		
		427-4020-536.31-35	\$677,117		
		427-4020-536.31-34	\$1,354,235		
	11/12/2024	427-4020-536.31-35	\$12,778	ENC/BUDADJ	399
		427-4020-536.31-34	\$25,555		
		427-4020-536.31-36	\$3,408		
		427-4020-536.31-37	\$38,332		
2	Total Budget Amendments/Transfers		Division 4020 Total		\$4,323,343
2	Total Budget Amendments/Transfers		TCR/SJR PROJECT		\$4,323,343
1801 - HUMAN RESOURCES					
1801 - HUMAN	11/12/2024	520-1801-513.31-00	\$12,043	ENC/BUDADJ	399

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 8/31/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
RESOURCES					
1	Total Budget Amendments/Transfers	Division 1801 Total		\$12,043	
1	Total Budget Amendments/Transfers	WORKERS COMPENSATION FUND		\$12,043	
85 Transfers & Amendments Between Oct 1, 2024 and Aug 31, 2025					
FY 2025 Total Transfer & Amendments				\$62,099,680	
NOTE: Group #s represent a complete transaction that will net to zero. Add all expenses for each group number, then subtract the revenues related to the same group number and your total will equal zero					
Report: Expense Budget Tracking Worksheet					
Run by: Zoie R. Badalov					
Date: 09/10/2025					

CITY COUNCIL AGENDA ITEM

Memo Date: September 5, 2025
Agenda Date: September 23, 2025
File ID: 2025-893
Prepared By: Zoie Badalov, Senior Budget Analyst
Through: Rebecca Bowman, Finance Director
Stockton Whitten, City Manager
Requested Action: In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date.

BACKGROUND:

The following reports for the period ending August 31st, 2025 (FY25) provide information for the three major funds: General Fund, Water/Sewer Fund, and the Storm Water Fund. This August 2025 (FY25) report is unaudited and preliminary.

Each of the major funds will have the following reports:

1. Budget by Account Classification Report

Summary of the annual budget, revenues collected and expenditures by fund. The detailed back-up documentation is found in the Revenue Report and the Detailed Budget Report Summary by Object.

2. Revenue Report

Detail by account the number of actual revenues collected vs. budget for the three major funds: General Fund, Water & Sewer, and Storm Water. This report shows the current period, the year-to-date totals, the annual budget and the unrealized balance.

- Estimated — represents either the current period or the year-to-date prorated budget
- Actual — represents actual revenue received either in the current period or year to date

- % Rev — the percentage of actual revenue received vs. budget

- Annual Estimate — annual budget

- Unrealized Balance - annual estimate (budget less actual year to date received)

3. Detail Budget Report Summary by Object

Summary of expenditures by account description vs. budget for the three major funds: General Fund, Water & Sewer, and Storm Water. This report shows the current period, the year to date totals, encumbrances, the annual budget and the unencumbered balance.

- Budget — represents either the current period or the year-to-date prorated budget

- Actual — represents actual cash expenditures either in the current period or year to date

- % Exp. — the percentage of actual expenditures vs. budget

- Encumbrance - encumbered amount

- Annual Budget - annual budget

- Unencumbered Balance — annual budget less actual year to date actual expenditures

plus encumbrances

· % Budgeted — the percentage of year to date actual expenditures plus encumbrances vs. budget

PRIORITY AREA CONNECTION:

Organizational Effectiveness

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Information Item Only



FY 2025 Budget by Classification Report - Summary Listing

8/31/2025

Target for August 2025 is 92%

FUND 001 - GENERAL FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD	% Used/Rec'd
REVENUE					
TAXES	\$ 15,912,604	\$ -	\$ 16,088,446	\$ (175,842)	101%
OTHER PERMITS AND FEES	\$ 5,744,539	\$ -	\$ 5,546,899	\$ 197,640	97%
INTERGOVERNMENTAL	\$ 3,194,348	\$ -	\$ 3,277,709	\$ (83,361)	103%
CHARGES FOR SERVICES	\$ 7,888,773	\$ -	\$ 7,527,804	\$ 360,969	95%
FINES AND FORFEITURES	\$ 15,000	\$ -	\$ 58,451	\$ (43,451)	390%
MISCELLANEOUS	\$ 1,375,279	\$ -	\$ 3,184,387	\$ (1,809,108)	232%
**OTHER SOURCES (NON-REVENUE)	\$ 33,160,031	\$ -	\$ 19,639,053	\$ 13,520,978	59%
REVENUE TOTALS	\$ 67,290,574	\$ -	\$ 55,322,748	\$ 11,967,826	82%
EXPENSE					
SALARIES AND BENEFITS	\$ 30,917,446	\$ 1,110	\$ 24,673,324	\$ 6,243,012	80%
OPERATING EXPENDITURES	\$ 18,669,365	\$ 2,235,854	\$ 12,601,770	\$ 3,831,741	67%
CAPITAL OUTLAY	\$ 10,307,183	\$ 3,593,921	\$ 4,722,444	\$ 1,990,818	46%
GRANTS, AIDS AND OTHER	\$ 6,137,233	\$ 8,067	\$ 6,117,895	\$ 11,271	100%
NON-OPERATING USES	\$ 1,259,347	\$ -	\$ 789,878	\$ 469,469	63%
EXPENSE TOTALS	\$ 67,290,574	\$ 5,838,953	\$ 48,905,311	\$ 12,546,310	81%
REVENUE TOTALS	\$ 67,290,574	\$ -	\$ 55,322,748	\$ 11,967,826	82%
EXPENSE TOTALS	\$ 67,290,574	\$ 5,838,953	\$ 48,905,311	\$ 12,546,310	81%
	\$ -	\$ (5,838,953)	\$ 6,417,437	\$ (578,485)	

*Unaudited

**Fund Balance is a budgeted revenue, not actual revenue.

CITY OF COCOA, FLORIDA
REVENUE REPORT
92% OF YEAR LAPSED

ACCOUNTING PERIOD 11/2025

CITY OF COCOA, FLORIDA

FUND 001		GENERAL FUND		*****	CURRENT	*****	*****	YEAR-TO-DATE	*****	ANNUAL	UNREALIZED
ACCOUNT		ACCOUNT DESCRIPTION		ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
310		TAXES									
311		AD VALOREM									
	10 00	CURRENT TAXES		0	.00		12,101,604	11,937,703.19	99	12,101,604	163,900.81
	20 00	DELINQUENT TAXES		2,250	1,467.27-	65	12,750	327.63	3	15,000	14,672.37
	25 00	PENALTIES RE: TAXES		1,666	907.26	55	18,326	77,970.06	426	20,000	57,970.06-
	30 00	TAX CERTIFICATES		16,666	.00		183,326	424,818.42	232	200,000	224,818.42-
311	**	AD VALOREM		20,582	560.01-	3	12,316,006	12,440,819.30	101	12,336,604	104,215.30-
312		SALES USE AND FUEL TAXES									
	41 00	LOCAL OPTION GAS TAX 6 CT		54,166	29,056.63	54	595,826	502,633.07	84	650,000	147,366.93
312	**	SALES USE AND FUEL TAXES		54,166	29,056.63	54	595,826	502,633.07	84	650,000	147,366.93
314		UTILITY SERVICE TAX									
	10 00	ELECTRICITY		137,500	.00		1,512,500	1,792,763.36	119	1,650,000	142,763.36-
	30 00	WATER-COCOA		33,333	43,275.92	130	366,663	457,749.51	125	400,000	57,749.51-
	40 00	GAS		4,583	12,770.27	279	50,413	64,281.76	128	55,000	9,281.76-
	80 00	PROPANE		2,000	2,040.05	102	22,000	25,261.85	115	24,000	1,261.85-
314	**	UTILITY SERVICE TAX		177,416	58,086.24	33	1,951,576	2,340,056.48	120	2,129,000	211,056.48-
315		COMMUNICATION SERVICE TAX									
	00 00	COMMUNICATION SERVICE TAX		54,166	55,403.99	102	595,826	630,742.15	106	650,000	19,257.85
315	**	COMMUNICATION SERVICE TAX		54,166	55,403.99	102	595,826	630,742.15	106	650,000	19,257.85
316		LOCAL BUSINESS TAX									
	00 00	LOCAL BUSINESS TAX		4,728	21,122.27	447	142,272	174,194.89	122	147,000	27,194.89-
316	**	LOCAL BUSINESS TAX		4,728	21,122.27	447	142,272	174,194.89	122	147,000	27,194.89-
310	***	TAXES		311,058	163,109.12		15,601,506	16,088,445.89		15,912,604	175,841.89-
320		OTHER PERMITS & FEES									
322		BUILDING PERMITS									
	10 00	TRAINING SURCHARGE		0	.00		0	.00		0	.00
322	**	BUILDING PERMITS		0	.00		0	.00		0	.00
323		FRANCHISE FEES									
	10 00	ELECTRICITY		108,333	.00		1,191,663	1,144,335.82	96	1,300,000	155,664.18
	40 00	GAS		7,083	21,714.55	307	77,913	101,119.03	130	85,000	16,119.03-
	70 00	SOLID WASTE		25,000	27,619.02	111	275,000	302,995.10	110	300,000	2,995.10-
323	**	FRANCHISE FEES		140,416	49,333.57	35	1,544,576	1,548,449.95	100	1,685,000	136,550.05
324		IMPACT FEES									
	32 00	TRANSP IMPACT FEE-COMMRCL		0	.00		0	.00		0	.00
324	**	IMPACT FEES		0	.00		0	.00		0	.00

CITY OF COCOA, FLORIDA

FUND 001		GENERAL FUND		*****	CURRENT	*****	*****	YEAR-TO-DATE	*****	ANNUAL	UNREALIZED
ACCOUNT		ACCOUNT DESCRIPTION		ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
325		SPECIAL ASSESSMENT									
	22 01	FIRE ASSESSMENT		76,833	.00		3,409,707	3,529,608.34	104	3,486,539	43,069.34-
	22 02	F ASSMNT DELINQ TAXES		250	916.84-	367	2,750	2.83-		3,000	3,002.83
	22 03	F ASSMNT PENALTIES		416	17.76	4	4,576	15,747.52	344	5,000	10,747.52-
	22 04	F ASSMNT TAX CERTS		11,666	.00		128,326	200,176.69	156	140,000	60,176.69-
	22 *	FIRE PROTECTION		89,165	899.08-	1	3,545,359	3,745,529.72	106	3,634,539	110,990.72-
325	**	SPECIAL ASSESSMENT		89,165	899.08-	1	3,545,359	3,745,529.72	106	3,634,539	110,990.72-
329		OTHER PERMITS & FEES									
	10 00	INSPECTION FEES		0	.00		0	.00		0	.00
	10 01	FIRE INSPECTION FEES		9,583	.00		105,413	12,180.00	12	115,000	102,820.00
	10 02	FIRE INSPEC FEE-PDCS CHGS		0	.00		0	20,160.00		0	20,160.00-
	10 *	INSPECTION FEES		9,583	.00		105,413	32,340.00	31	115,000	82,660.00
	25 00	PLANNING AND ZONING		25,833	4,700.00	18	284,163	108,218.94	38	310,000	201,781.06
	25 01	PLANNING CONS FEES		0	.00		0	112,360.00		0	112,360.00-
	25 *	PLANNING AND ZONING		25,833	4,700.00	18	284,163	220,578.94	78	310,000	89,421.06
329	**	OTHER PERMITS & FEES		35,416	4,700.00	13	389,576	252,918.94	65	425,000	172,081.06
320	***	OTHER PERMITS & FEES		264,997	53,134.49		5,479,511	5,546,898.61		5,744,539	197,640.39
330		INTERGOVERNMENTAL REVENUE									
331		FEDERAL GRANTS									
	20 19	JAG 2020-DJ-BX-0410		0	.00		0	.00		0	.00
	20 22	JAG 21-GG-01363		0	.00		0	.00		0	.00
	20 23	BULLET PROOF VEST 2021		0	.00		0	.00		0	.00
	20 24	VOCA-2022-COCOA PD-00181		0	.00		0	.00		0	.00
	20 25	JAG 2022-22-GG-02810		0	.00		0	.00		0	.00
	20 26	BULLET PROOF VEST 2022		0	.00		0	.00		0	.00
	20 27	VOCA-2023-COCOA PD-00042		0	.00		0	.00		0	.00
	20 28	JAG 2023-23-GG-03233		0	.00		0	.00		0	.00
	20 29	BULLET PROOF VEST 2023		38	.00		380	207.96	55	416	208.04
	20 30	VOCA-2024-COCOA PD-00273		9,366	9,202.00	98	103,026	80,186.00	78	112,393	32,207.00
	20 31	BULLET PROOF VEST 2024		1,206	.00		12,060	1,581.54	13	13,263	11,681.46
	20 32	JAG 2024-24-GG-04542		1,739	.00		13,912	.00		15,653	15,653.00
	20 33	VOCA-2025-COCOA PD-00181		0	.00		0	.00		0	.00
	20 *	PUBLIC SAFETY		12,349	9,202.00	75	129,378	81,975.50	63	141,725	59,749.50
	39 12	USDA/FOREST SVC 26866		0	.00		0	.00		0	.00
	50 01	FEDERAL DISASTER REIMB		0	.00		0	4,500.00		0	4,500.00-
	70 02	AFRICAN AM MUSE-GR2111		0	.00		0	.00		0	.00
331	**	FEDERAL GRANTS		12,349	9,202.00	75	129,378	86,475.50	67	141,725	55,249.50

CITY OF COCOA, FLORIDA
REVENUE REPORT
92% OF YEAR LAPSED

ACCOUNTING PERIOD 11/2025

CITY OF COCOA, FLORIDA

FUND 001		GENERAL FUND		*****		CURRENT	*****		*****		YEAR-TO-DATE	*****		ANNUAL	UNREALIZED
ACCOUNT		ACCOUNT DESCRIPTION		ESTIMATED		ACTUAL	%REV		ESTIMATED		ACTUAL	%REV		ESTIMATE	BALANCE
333	90 00	PAYMENT IN LIEU OF TAXES HOUSING AUTHORITY		0		.00			0		.00			0	.00
333	**	PAYMENT IN LIEU OF TAXES		0		.00			0		.00			0	.00
334	10 15	STATE GRANT FL CYBERSECURITY		0		.00			0		.00			0	.00
	50 01	STATE DISASTER REIMB		0		.00			0		269,381.95			0	269,381.95-
	50 55	RESILIENT FL-FDEP 24PLN48		6,944		.00			65,196		.00			72,135	72,135.00
	50 *	ECONOMIC ENVIRONMENT		6,944		.00			65,196		269,381.95	413		72,135	197,246.95-
	70 11	HTMOORE RESTOR-GR23HM		2,294		144,270.31	6289		62,768		144,270.31	230		65,062	79,208.31-
334	**	STATE GRANT		9,238		144,270.31	1562		127,964		413,652.26	323		137,197	276,455.26-
335	12 00	STATE SHARED REVENUES STATE REVENUE SHARING		66,416		153,074.92	231		730,576		768,163.86	105		797,000	28,836.14
	12 20	8TH CNT MUNICIPAL GAS TAX		13,333		32,445.74	243		146,663		166,955.05	114		160,000	6,955.05-
	12 *	STATE REVENUE SHARING		79,749		185,520.66	233		877,239		935,118.91	107		957,000	21,881.09
	14 00	MOBILE HOME LICENSES		2,083		560.87	27		22,913		25,863.36	113		25,000	863.36-
	15 00	ALCOHOLIC BEVERAGE		2,083		3,405.10	164		22,913		22,835.87	100		25,000	2,164.13
	18 00	LOCAL GOVERNMENT 1/2 CENT		116,666		121,918.53	105		1,283,326		1,203,226.66	94		1,400,000	196,773.34
	21 00	FIREFIGHTER SUPPLEMENTAL		1,333		.00			14,663		7,980.00	54		16,000	8,020.00
	29 21	POL PEN STATE CONTR		245,613		307,578.75	125		245,613		307,578.75	125		245,613	61,965.75-
	29 22	FIRE PEN STATE CONTR		196,813		218,108.23	111		196,813		218,108.23	111		196,813	21,295.23-
	29 *	OTHER PUBLIC SAFETY		442,426		525,686.98	119		442,426		525,686.98	119		442,426	83,260.98-
	41 00	FUEL TAX REFUNDS		1,666		.00			18,326		56,869.57	310		20,000	36,869.57-
335	**	STATE SHARED REVENUES		646,006		837,092.14	130		2,681,806		2,777,581.35	104		2,885,426	107,844.65
337	30 21	GRANTS FROM LOCAL UNITS FIND BV-CO-23-159 WTRF P1		0		.00			0		.00			0	.00
	60 00	HUMAN SERVICES		0		.00			0		.00			0	.00
	70 01	PROVOST PARK NFC EQUIP		15,000		.00			15,000		.00			30,000	30,000.00
337	**	GRANTS FROM LOCAL UNITS		15,000		.00			15,000		.00			30,000	30,000.00
338	10 06	SHARED REVENUE LOCAL UNIT SR524 Widening		0		.00			0		.00			0	.00
338	**	SHARED REVENUE LOCAL UNIT		0		.00			0		.00			0	.00
330	***	INTERGOVERNMENTAL REVENUE		682,593		990,564.45			2,954,148		3,277,709.11			3,194,348	83,361.11-

CITY OF COCOA, FLORIDA
REVENUE REPORT
92% OF YEAR LAPSED

ACCOUNTING PERIOD 11/2025

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND		***** CURRENT *****			***** YEAR-TO-DATE *****			ANNUAL	UNREALIZED
ACCOUNT	DESCRIPTION	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
340	CHARGES FOR SERVICES								
341	GENERAL GOVERNMENT								
30 00	ADMINISTRATIVE FEES	0	.00		0	1,180.00		0	1,180.00-
31 00	ADMIN FEES STORMWATER	0	.00		0	.00		0	.00
40 00	CERTIFY/COPY/SEARCH	7,750	10,961.59	141	85,250	98,291.02	115	93,000	5,291.02-
90 12	PASSPORT EXECUTION FEES	250	350.00	140	2,750	2,625.00	96	3,000	375.00
341	** GENERAL GOVERNMENT	8,000	11,311.59	141	88,000	102,096.02	116	96,000	6,096.02-
342	PUBLIC SAFETY								
10 00	SVC CHG - LAW ENF SERVICE	10,000	4,135.00	41	110,000	115,532.50	105	120,000	4,467.50
10 02	SCHOOL RES OFFICER	24,000	18,625.00	78	264,000	234,625.00	89	288,000	53,375.00
10 *	SVC CHG - LAW ENF SERVICE	34,000	22,760.00	67	374,000	350,157.50	94	408,000	57,842.50
20 00	SVC CHG - FIRE PROTECTION	2,500	1,240.00	50	27,500	24,152.50	88	30,000	5,847.50
90 00	OTHER PUBLIC SAFETY	83	.00		913	.00		1,000	1,000.00
90 01	FALSE ALARM FEES	625	.00		6,875	3,200.00	47	7,500	4,300.00
90 *	OTHER PUBLIC SAFETY	708	.00		7,788	3,200.00	41	8,500	5,300.00
342	** PUBLIC SAFETY	37,208	24,000.00	65	409,288	377,510.00	92	446,500	68,990.00
343	PHYSICAL ENVIRONMENT								
37 10	BREVARD COUNTY	52,349	57,559.75	110	575,839	623,462.63	108	628,194	4,731.37
37 11	ROCKLEDGE	29,083	31,104.88	107	319,913	340,992.15	107	348,996	8,003.85
37 12	SUN LAKE	378	387.81	103	4,158	4,276.75	103	4,536	259.25
37 13	CLNY PK-M.I.UTIL CO.	191	219.62	115	2,101	2,361.17	112	2,303	58.17-
37 16	COCOA BEACH	10,935	11,466.02	105	120,285	125,697.41	105	131,223	5,525.59
37 17	CAPE CANAVERAL	9,306	11,035.16	119	102,366	121,250.93	118	111,678	9,572.93-
37 18	TITUSVILLE	418	423.95	101	4,598	4,647.48	101	5,025	377.52
37 *	WATER BILLING SERVICES	102,660	112,197.19	109	1,129,260	1,222,688.52	108	1,231,955	9,266.48
39 01	SERVICE CHARGES	75,000	69,298.00	92	825,000	798,665.16	97	900,000	101,334.84
39 03	ADMIN CHARGES	41,666	48,015.00	115	458,326	468,445.00	102	500,000	31,555.00
39 04	PENALTIES	60,000	58,176.25	97	660,000	682,129.32	103	720,000	37,870.68
39 05	NSF CHECKS	2,500	5,599.19	224	27,500	57,820.70	210	30,000	27,820.70-
39 13	HIGH CONSUMP CHGS	833	2,130.00	256	9,163	22,140.00	242	10,000	12,140.00-
39 *	WATER OTHER INCOME	179,999	183,218.44	102	1,979,989	2,029,200.18	103	2,160,000	130,799.82
41 10	SOLID WASTE	236,695	245,156.16	104	2,603,645	2,661,651.20	102	2,840,345	178,693.80
41 20	RECYCLING REVENUE	33,735	35,376.32	105	371,085	389,642.53	105	404,831	15,188.47
41 30	GREEN WASTE	38,327	43,664.40	114	421,597	480,772.77	114	459,933	20,839.77-
41 *	GARBAGE COLLECTION	308,757	324,196.88	105	3,396,327	3,532,066.50	104	3,705,109	173,042.50

CITY OF COCOA, FLORIDA
REVENUE REPORT
92% OF YEAR LAPSED

ACCOUNTING PERIOD 11/2025

CITY OF COCOA, FLORIDA

FUND 001		GENERAL FUND		*****	CURRENT	*****	*****	YEAR-TO-DATE	*****	ANNUAL	UNREALIZED
ACCOUNT		ACCOUNT DESCRIPTION		ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
45	10	BILLING FEE - WASTE MGMT		0	.00		0	.00		0	.00
46	10	EARNED NOT BILLED		0	.00		0	.00		0	.00
90	01	FDOT MEDIAN MAINT		0	.00		60,200	46,897.50	78	60,200	13,302.50
90	03	FDOT MNT SIGNAL/HWY LIGHT		0	130,409.14		130,409	130,409.14	100	130,409	.14-
90	*	OTHER PHYSICAL ENVIRON		0	130,409.14		190,609	177,306.64	93	190,609	13,302.36
343	**	PHYSICAL ENVIRONMENT		591,416	750,021.65	127	6,696,185	6,961,261.84	104	7,287,673	326,411.16
347		CULTURE/RECREATION									
20	10	GAZEBO-PAVILLION RENTAL		41	45.00	110	451	280.00	62	500	220.00
20	11	SERVICE FEES		0	960.00		0	9,551.50		0	9,551.50-
20	*	PARKS & RECREATION		41	1,005.00	2451	451	9,831.50	2180	500	9,331.50-
39	10	PORCHER HOUSE - REVENUES		666	2,171.74	326	7,326	14,484.22	198	8,000	6,484.22-
39	11	TENANT MAINTENANCE FEES		100	103.49	104	1,100	1,136.41	103	1,200	63.59
39	20	COCOA CIVIC CENTER		833	1,568.06	188	9,163	24,825.00	271	10,000	14,825.00-
39	30	RIVERFRONT PARK		666	360.00	54	7,326	3,882.00	53	8,000	4,118.00
39	*	OTHER CULTURAL SERVICES		2,265	4,203.29	186	24,915	44,327.63	178	27,200	17,127.63-
40	05	SPECIAL EVENT PERMITS		2,083	1,137.50	55	22,913	25,987.50	113	25,000	987.50-
50	10	EVENT FEES		325	450.00	139	3,575	4,050.00	113	3,900	150.00-
50	30	ADVERTISING/SPONSORSHIPS		41	.00		451	500.00	111	500	.00
50	50	MISC FURNISHINGS		125	.00		1,375	2,239.25	163	1,500	739.25-
50	*	SPECIAL REC FACILITIES		491	450.00	92	5,401	6,789.25	126	5,900	889.25-
347	**	CULTURE/RECREATION		4,880	6,795.79	139	53,680	86,935.88	162	58,600	28,335.88-
340	***	CHARGES FOR SERVICES		641,504	792,129.03		7,247,153	7,527,803.74		7,888,773	360,969.26
350		FINES AND FORFEITURES									
351		JUDGMENTS AND FINES									
90	00	OTHER		1,250	776.86	62	13,750	58,451.37	425	15,000	43,451.37-
351	**	JUDGMENTS AND FINES		1,250	776.86	62	13,750	58,451.37	425	15,000	43,451.37-
350	***	FINES AND FORFEITURES		1,250	776.86		13,750	58,451.37		15,000	43,451.37-
360		MISCELLANEOUS REVENUES									
361		INTEREST & OTHER EARNINGS									
10	00	INTEREST		12,500	.00		137,500	38,034.23	28	150,000	111,965.77
10	02	INVESTMENT INTEREST		41,666	115,379.29	277	458,326	1,551,536.95	339	500,000	1,051,536.95-
10	10	FLORIDA PRIME INTEREST		20,833	98,449.67	473	229,163	854,678.78	373	250,000	604,678.78-
10	11	INTEREST/CBOS		0	.00		0	.00		0	.00
10	*	INTEREST		74,999	213,828.96	285	824,989	2,444,249.96	296	900,000	1,544,249.96-

CITY OF COCOA, FLORIDA
REVENUE REPORT
92% OF YEAR LAPSED

ACCOUNTING PERIOD 11/2025

CITY OF COCOA, FLORIDA

FUND 001		GENERAL FUND								
ACCOUNT		ACCOUNT DESCRIPTION	***** ESTIMATED	CURRENT ACTUAL	***** %REV	***** ESTIMATED	YEAR-TO-DATE ACTUAL	***** %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
30	00	NET INC/DEC FMV INVESTMNT	0	21,183.94-		0	42,359.20		0	42,359.20-
35	01	AMERICAN TOWER	53	.00		583	644.41	111	645	.59
35	02	ATT CELL TWR 14386094	1,303	.00		14,333	15,643.31	109	15,644	.69
35	03	ATT CELL TOWER 382218	38	35.54	94	418	389.76	93	463	73.24
35	04	LAMAR BILLBOARD	29	28.64	99	319	327.61	103	357	29.39
35	05	SPRINT CELL TOWER	497	.00		5,467	7,828.28	143	5,964	1,864.28-
35	06	LEASE - TMOBILE A2C0020A	14	.00		154	176.91	115	177	.09
35	07	LEASE - TMOBILE A2C0555A	11	159.70	1452	121	1,067.16	882	134	933.16-
35	*	MISCELLANEOUS INTEREST	1,945	223.88	12	21,395	26,077.44	122	23,384	2,693.44-
40	00	GAIN/(LOSS) SALE INVEST	0	3,816.68-		0	28,684.46-		0	28,684.46
40	02	UNREALIZED GAIN/(LOSS)	0	.00		0	.00		0	.00
40	*	GAIN/(LOSS) SALE INVEST	0	3,816.68-		0	28,684.46-		0	28,684.46
361	**	INTEREST & OTHER EARNINGS	76,944	189,052.22	246	846,384	2,484,002.14	294	923,384	1,560,618.14-
362		RENT AND ROYALTIES								
00	00	RENT AND ROYALTIES	108	.00		1,188	.00		1,300	1,300.00
39	01	AMERICAN TOWER	0	.00		0	.00		0	.00
39	02	ATT CELL TWR 14386094	0	.00		0	.00		0	.00
39	03	ATT CELL TOWER 382218	0	.00		0	.00		0	.00
39	04	LAMAR BILLBOARD	0	.00		0	.00		0	.00
39	05	SPRINT CELL TOWER	0	.00		0	.00		0	.00
39	06	TMOBILE CELL TWR A2C0020A	0	.00		0	.00		0	.00
39	07	TMOBILE CELL TWR A2C0555A	0	.00		0	.00		0	.00
39	10	PORCHER HOUSE-TENANTS	583	1,409.76	242	6,413	15,467.76	241	7,000	8,467.76-
39	20	CIVIC CENTER-TENANTS	658	660.00	100	7,238	7,260.00	100	7,900	640.00
39	*	RENTALS AND LEASES	1,241	2,069.76	167	13,651	22,727.76	167	14,900	7,827.76-
362	**	RENT AND ROYALTIES	1,349	2,069.76	153	14,839	22,727.76	153	16,200	6,527.76-
364		DISPOSITION FIXED ASSETS								
00	00	DISPOSITION FIXED ASSETS	0	20,021.74		0	86,735.10		0	86,735.10-
10	00	GAIN/(LOSS)SALE OF F/A	0	.00		0	.00		0	.00
364	**	DISPOSITION FIXED ASSETS	0	20,021.74		0	86,735.10		0	86,735.10-
365		SALE SURPLUS MTRLS &SCRAP								
00	00	SALE SURPLUS MTRLS &SCRAP	0	145.53		0	8,698.93		0	8,698.93-
365	**	SALE SURPLUS MTRLS &SCRAP	0	145.53		0	8,698.93		0	8,698.93-
366		CONTRIBUTIONS & DONATIONS								
00	00	CONTRIBUTIONS & DONATIONS	43,282	22,695.00	52	193,715	237,548.00	123	236,995	553.00-

CITY OF COCOA, FLORIDA

FUND 001		GENERAL FUND		*****	CURRENT	*****	*****	YEAR-TO-DATE	*****		ANNUAL	UNREALIZED
ACCOUNT		DESCRIPTION		ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV		ESTIMATE	BALANCE
10	10	CONTRIBS FOR K-9		0	.00		0	.00			0	.00
10	14	REPLACEMENT TREES		0	.00		0	.00			0	.00
10	*	DONATIONS-PRIVATE SOURCES		0	.00		0	.00			0	.00
366	**	CONTRIBUTIONS & DONATIONS		43,282	22,695.00	52	193,715	237,548.00	123		236,995	553.00-
368	00 00	PENSION CONTRIBUTIONS		0	.00		0	.00			0	.00
368	**	PENSION CONTRIBUTIONS		0	.00		0	.00			0	.00
369		OTHER MISC REVENUES										
90	00	OTHER MISC REVENUES		0	44.90		0	42,995.01			0	42,995.01-
90	02	POLICE SECURITY SERVICES		0	.00		0	.00			0	.00
90	03	CODE ENF ABATE/DEMO REV		12,583	6,213.32	49	138,413	229,192.31	166		151,000	78,192.31-
90	04	MISC. POLICE REVENUES		516	12.00	2	4,676	6,250.54	134		5,200	1,050.54-
90	05	INVESTIGATIVE COSTS REIM		3,333	1,579.21	47	36,663	37,143.80	101		40,000	2,856.20
90	09	PROPERTY REGISTRATION		166	1,000.00	602	1,826	6,200.00	340		2,000	4,200.00-
90	12	LEISURE SVCS -CANCEL FEES		41	.00		451	210.00	47		500	290.00
90	*	OTHER MISC REVENUES		16,639	8,849.43	53	182,029	321,991.66	177		198,700	123,291.66-
96	00	INSURANCE REFUND/PROCEEDS		0	.00		0	22,683.00			0	22,683.00-
369	**	OTHER MISC REVENUES		16,639	8,849.43	53	182,029	344,674.66	189		198,700	145,974.66-
360	***	MISCELLANEOUS REVENUES		138,214	242,833.68		1,236,967	3,184,386.59			1,375,279	1,809,107.59-
380		OTHER SOURCES(NON-REV)										
381		INTERFUND TRANSFER										
91	03	TRF FROM CDBG (103)		0	.00		0	.00			0	.00
91	10	TRF FROM COCOA CRA (110)		18,493	18,500.00	100	203,496	203,500.00	100		222,000	18,500.00
91	11	TRF FROM DIAMOND SQ (111)		0	.00		0	.00			0	.00
91	14	TRF FROM ARPA (130)		0	.00		13,934	13,933.81	100		13,934	.19
91	20	TRF FROM DBT SVC (201)		0	.00		0	.00			0	.00
91	21	TRF FROM W/S FUND (421)		0	.00		47,706	47,706.00	100		47,706	.00
91	23	TRF FROM STORMWATER (423)		0	.00		92,872	92,872.00	100		92,872	.00
91	25	TRF FROM W/S REST (425)		0	.00		0	.00			0	.00
91	26	TRF FROM W/S 2018B (426)		0	.00		0	.00			0	.00
91	30	TRF FROM CAP PROJ (301)		0	.00		0	.00			0	.00
91	31	TRF FROM FISKE BV (303)		0	.00		0	.00			0	.00
91	41	TRF FROM CONFISC (141)		0	.00		0	.00			0	.00
91	*	TRANSFER FROM		18,493	18,500.00	100	358,008	358,011.81	100		376,512	18,500.19
94	21	TRANS FR 421 OH ALLOC		697,361	697,361.67	100	7,670,971	7,670,978.37	100		8,368,340	697,361.63
94	23	TRANS FR 423 OH ALLOC		27,344	27,344.00	100	300,784	300,784.00	100		328,128	27,344.00
94	*	INTERFUND TRANSFER		724,705	724,705.67	100	7,971,755	7,971,762.37	100		8,696,468	724,705.63
381	**	INTERFUND TRANSFER		743,198	743,205.67	100	8,329,763	8,329,774.18	100		9,072,980	743,205.92

CITY OF COCOA, FLORIDA
REVENUE REPORT
92% OF YEAR LAPSED

ACCOUNTING PERIOD 11/2025

CITY OF COCOA, FLORIDA

FUND 001		GENERAL FUND		*****	CURRENT	*****	*****	YEAR-TO-DATE	*****	ANNUAL	UNREALIZED
ACCOUNT		ACCOUNT DESCRIPTION		ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
382		CONTRIBUTIONS ENTERPRISE									
40 00		CONTRIBUTIONS (ROI)		654,056	654,056.92	100	7,194,616	7,194,626.12	100	7,848,683	654,056.88
40 01		6% PILOFF		147,241	147,241.17	100	1,619,651	1,619,652.87	100	1,766,894	147,241.13
40 *		CONTRIBUTIONS (ROI)		801,297	801,298.09	100	8,814,267	8,814,278.99	100	9,615,577	801,298.01
382	**	CONTRIBUTIONS ENTERPRISE		801,297	801,298.09	100	8,814,267	8,814,278.99	100	9,615,577	801,298.01
383	10 33	INSTLMT PURCH/CAP LEASE POSTAGE MACHINE		0	.00		0	.00		0	.00
383	**	INSTLMT PURCH/CAP LEASE		0	.00		0	.00		0	.00
384	00 00	DEBT PROCEEDS DEBT PROCEEDS		214,038	.00		2,280,955	2,495,000.00	109	2,495,000	.00
384	**	DEBT PROCEEDS		214,038	.00		2,280,955	2,495,000.00	109	2,495,000	.00
389		NON OPERATING SOURCES									
90 00		NON OPERATING SOURCES		24,168-	.00		24,976	.00		800	800.00
99 10		CASH CARRY FORWARD		0	.00		0	.00		0	.00
99 11		RESTR. CASH CARRY FORWARD		0	.00		0	.00		0	.00
99 50		FUND BAL-APPROP. RESERVES		2,324,227	.00		9,651,447	.00		11,975,674	11,975,674.00
99 *		BALANCE FORWARD		2,324,227	.00		9,651,447	.00		11,975,674	11,975,674.00
389	**	NON OPERATING SOURCES		2,300,059	.00		9,676,423	.00		11,976,474	11,976,474.00
380	***	OTHER SOURCES(NON-REV)		4,058,592	1,544,503.76		29,101,408	19,639,053.17		33,160,031	13,520,977.83
FUND TOTAL		GENERAL FUND		6,098,208	3,787,051.39		61,634,443	55,322,748.48		67,290,574	11,967,825.52
GRAND TOTAL				6,098,208	3,787,051.39		61,634,443	55,322,748.48		67,290,574	11,967,825.52

FUND 001 GENERAL FUND		*****MONTH-TO-DATE*****			*****YEAR-TO-DATE*****			ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
ELE OBJ	ACCOUNT DESCRIPTION	BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP				
11-00	EXECUTIVE SALARIES	80399	75761.80	94	990076	860848.04	87	.00	1070536	209687.96	80
11 **	EXECUTIVE SALARIES	80399	75761.80	94	990076	860848.04	87	.00	1070536	209687.96	80
12-00	REGULAR SALARIES & WAGES	1176274	983099.48	84	13785127	11561327.31	84	.00	14961523	3400195.69	77
12-06	SALARIES/CONTRACTUAL	15853	7734.30	49	118154	129607.26	110	.00	134007	4399.74	97
12-07	EMS 1ST RESPONDER	0	.00	0	0	.00	0	.00	0	.00	0
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	30792	21337.78	69	159824	168922.06	106	.00	190644	21721.94	89
12 **	REGULAR SALARIES & WAGES	1222919	1012171.56	83	14063105	11859856.63	84	.00	15286174	3426317.37	78
13-00	OTHER SALARIES & WAGES	96195	95459.07	99	1084338	1050703.00	97	.00	1180587	129884.00	89
13 **	OTHER SALARIES & WAGES	96195	95459.07	99	1084338	1050703.00	97	.00	1180587	129884.00	89
14-00	OVERTIME	132085	77496.05	59	871275	888059.52	102	.00	1003473	115413.48	89
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	132085	77496.05	59	871275	888059.52	102	.00	1003473	115413.48	89
15-00	SPECIAL PAY	69346	35311.19	51	424311	429426.81	101	.00	493686	64259.19	87
15 **	SPECIAL PAY	69346	35311.19	51	424311	429426.81	101	.00	493686	64259.19	87
20-00	CLOTHING/SHOE ALLOWANCE	2759	.00	0	29125	19855.09	68	.00	31897	12041.91	62
20 **	CLOTHING/SHOE ALLOWANCE	2759	.00	0	29125	19855.09	68	.00	31897	12041.91	62
21-00	FICA TAXES	113760	97692.17	86	1238976	1140719.21	92	.00	1352876	212156.79	84
21 **	FICA TAXES	113760	97692.17	86	1238976	1140719.21	92	.00	1352876	212156.79	84
22-00	RETIREMENT CONTRIBUTIONS	124755	101975.16	82	1364247	1195176.66	88	.00	1489121	293944.34	80
22-01	FIRE PENSION	235216	226384.36	96	2585201	2553454.35	99	.00	2820431	266976.65	91
22-02	STATE CONTRIBUTIONS	36868	525686.98	1426	405548	525686.98	130	.00	442426	83260.98	119
22-03	NON-FRS RETIREMENT PLAN	3178	2930.53	92	34937	33759.76	97	.00	38130	4370.24	89
22 **	RETIREMENT CONTRIBUTIONS	400017	856977.03	214	4389933	4308077.75	98	.00	4790108	482030.25	90
23-00	INSURANCES	4435	3192.95	72	47624	34132.45	72	.00	52156	18023.55	65

FUND 001 GENERAL FUND		*****MONTH-TO-DATE*****			*****YEAR-TO-DATE*****			ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
ELE OBJ	ACCOUNT DESCRIPTION	BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP				
23-02	MEDICARE PART B	38256	26703.20	70	420816	430773.72	102	1110.00	459072	27188.28	94
23-04	MEDICAL	285282	254855.06	89	3312468	2690467.06	81	.00	3597889	907421.94	75
23-05	HEALTH GF RETIREES 50%	4969	5362.94	108	54659	57042.18	104	.00	59630	2587.82	96
23-06	HEALTH GF RETIREES 100%	20872	16576.36	79	229592	186378.82	81	.00	250467	64088.18	74
23-07	DENTAL INSURANCE	13923	12080.78	87	151353	128737.26	85	.00	165427	36689.74	78
23-08	VISION INSURANCE	2477	2187.79	88	26902	23202.12	86	.00	29539	6336.88	79
23-09	LONG TERM DISABILITY	4314	3447.18	80	46158	36783.02	80	.00	50605	13821.98	73
23-10	FSA HEALTH	0	.00	0	0	.00	0	.00	0	.00	0
23-11	FSA CHILDCARE	0	.00	0	0	.00	0	.00	0	.00	0
23 **	INSURANCES	374528	324406.26	87	4289572	3587516.63	84	1110.00	4664785	1076158.37	77
24-00	WORKER'S COMPENSATION	65438	28374.53	43	719707	335043.53	47	.00	785310	450266.47	43
24 **	WORKER'S COMPENSATION	65438	28374.53	43	719707	335043.53	47	.00	785310	450266.47	43
25-00	UNEMPLOYMENT COMPENSATION	833	.00	0	9163	.00	0	.00	10000	10000.00	0
25 **	UNEMPLOYMENT COMPENSATION	833	.00	0	9163	.00	0	.00	10000	10000.00	0
27-00	BENEFIT OFFSET	21191	18245.16	86	226819	193218.07	85	.00	248014	54795.93	78
27 **	BENEFIT OFFSET	21191	18245.16	86	226819	193218.07	85	.00	248014	54795.93	78
28-00	PER SVC OVERHEAD ALLOC	0	.00	0	0	.00	0	.00	0	.00	0
28 **	PER SVC OVERHEAD ALLOC	0	.00	0	0	.00	0	.00	0	.00	0
31-00	PROFESSIONAL SERVICES	73160	30805.97	42	704624	347034.65	49	157869.46	777818	272913.89	65
31-01	LEGAL EXPENSES	42876	34082.09	80	471636	304308.41	65	193491.99	514518	16717.60	97
31-02	MEDICAL SERVICES	4991	2685.90	54	54901	44313.55	81	11762.45	59895	3819.00	94
31-03	ENGINEERING SERVICES	727	.00	0	5816	6540.00	112	.00	6540	.00	100
31-05	EMS 1ST RESPONDER	1724	.00	0	18964	19915.89	105	.00	20690	774.11	96
31-11	USDA MANAGE FOREST GRANT	0	.00	0	0	.00	0	.00	0	.00	0
31-15	AFRICAN AM MUSE-GR2111	0	.00	0	0	.00	0	.00	0	.00	0

FUND 001 GENERAL FUND		*****MONTH-TO-DATE*****			*****YEAR-TO-DATE*****			ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
ELE OBJ	ACCOUNT DESCRIPTION	BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP				
31-16 HTMOORE RESTOR-GR23HM		382	.00	0	3820	3403.50	89	.00	4204	800.50	81
31-17 RESILIENT FL-FDEP 24PLN48		6944	.00	0	65196	60780.82	93	11300.00	72135	54.18	100
31-33 EMPLOYEE HEALTH CENTER		34768	12380.83	36	382448	344206.75	90	73014.25	417221	.00	100
31 ** PROFESSIONAL SERVICES		165572	79954.79	48	1707405	1130503.57	66	447438.15	1873021	295079.28	84
32-00 ACCOUNTING & AUDITING		11860	.00	0	124933	60800.00	49	.00	136800	76000.00	44
32 ** ACCOUNTING & AUDITING		11860	.00	0	124933	60800.00	49	.00	136800	76000.00	44
34-00 CONTRACT SERVICES		150672	1698.86-	1-	1636989	1182225.42	72	376209.28	1787777	229342.30	87
34-03 SOLID WASTE CONTRACT		285320	289189.41	101	3138520	2861403.05	91	.00	3423844	562440.95	84
34-07 JANITORIAL CONTRACT SVS		0	.00	0	0	.00	0	.00	0	.00	0
34-09 MOWING CONTRACTS		36909	88040.98	239	405090	417677.48	103	46077.02	442000	21754.50-	105
34-23 JAG 2022-22-GG-02810		0	.00	0	0	.00	0	.00	0	.00	0
34 ** CONTRACT SERVICES		472901	375531.53	79	5180599	4461305.95	86	422286.30	5653621	770028.75	86
39-00 CONTINGENCY		25500	.00	0	313278	.00	0	.00	338776	338776.00	0
39-01 CONTINGENCY - FY21		20388-	.00	0	20394	.00	0	.00	0	.00	0
39-02 CONTINGENCY - FY22		78684	.00	0	761322	.00	0	.00	840000	840000.00	0
39-15 WAGE AND SALARY		0	.00	0	0	.00	0	.00	0	.00	0
39-20 FUEL, OIL & LUBRICANTS		0	.00	0	0	.00	0	.00	0	.00	0
39 ** CONTINGENCY		83796	.00	0	1094994	.00	0	.00	1178776	1178776.00	0
40-00 TRAVEL & PER DIEM		8139	6258.55	77	80611	35521.40	44	35.00	88809	53252.60	40
40-01 CAR ALLOWANCE		0	.00	0	0	.00	0	.00	0	.00	0
40-22 JAG-21-GG-01363		0	.00	0	0	.00	0	.00	0	.00	0
40-23 VOCA-2023-COCOA PD-00042		0	.00	0	0	.00	0	.00	0	.00	0
40 ** TRAVEL & PER DIEM		8139	6258.55	77	80611	35521.40	44	35.00	88809	53252.60	40
41-00 COMMUNICATION		28401	20026.45	71	290515	199506.30	69	114758.88	318942	4676.82	99
41-35 VOCA-2022-COCOA PD-00181		0	.00	0	0	.00	0	.00	0	.00	0

FUND 001 GENERAL FUND		*****MONTH-TO-DATE*****			*****YEAR-TO-DATE*****			ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
ELE OBJ	ACCOUNT DESCRIPTION	BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP				
41 **	COMMUNICATION	28401	20026.45	71	290515	199506.30	69	114758.88	318942	4676.82	99
42-00	POSTAGE & FREIGHT	47954	47888.72	100	527505	414115.77	79	142006.57	575582	19459.66	97
42 **	POSTAGE & FREIGHT	47954	47888.72	100	527505	414115.77	79	142006.57	575582	19459.66	97
43-00	ELECTRIC/WATER/SEWER	80971	64553.08	80	890681	631797.32	71	269782.56	971681	70101.12	93
43 **	ELECTRIC/WATER/SEWER	80971	64553.08	80	890681	631797.32	71	269782.56	971681	70101.12	93
44-00	RENTALS AND LEASES	5674	5454.15	96	58690	39151.95	67	18264.30	64398	6981.75	89
44 **	RENTALS AND LEASES	5674	5454.15	96	58690	39151.95	67	18264.30	64398	6981.75	89
45-00	INSURANCE	74255	12.00	0	816805	894492.52	110	.00	891070	3422.52	100
45 **	INSURANCE	74255	12.00	0	816805	894492.52	110	.00	891070	3422.52	100
46-00	REPAIRS & MAINTENANCE	38675	25380.64	66	1163101	774360.91	67	215002.75	1201820	212456.34	82
46-02	REPAIR/MAINT BUILDING	53590	39934.75	75	642102	361866.69	56	148485.40	695708	185355.91	73
46-03	REPAIR/MAINT-VEHICLES	41972	8845.15	21	410995	362299.71	88	24793.80	453039	65945.49	85
46-04	HTMOORE RESTOR-GR23HM	11206	.00	0	114712	114259.63	100	.00	125920	11660.37	91
46-05	HYDRANT FEES	22515	22163.66	98	247665	243901.16	99	.00	270189	26287.84	90
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	167958	96324.20	57	2578575	1856688.10	72	388281.95	2746676	501705.95	82
47-00	PRINTING & BINDING	15424	9136.40	59	166938	108305.35	65	51683.15	182426	22437.50	88
47 **	PRINTING & BINDING	15424	9136.40	59	166938	108305.35	65	51683.15	182426	22437.50	88
48-00	PROMOTIONAL ACTIVITIES	5982	981.25	16	66796	43621.78	65	.00	72802	29180.22	60
48-01	JAG 24-GG-04542	184	.00	0	1472	1641.81	112	.00	1653	11.19	99
48-11	BUSINESS ASSIST. PROGRAM	41	.00	0	451	153.86	34	.00	500	346.14	31
48 **	PROMOTIONAL ACTIVITIES	6207	981.25	16	68719	45417.45	66	.00	74955	29537.55	61
49-00	OTHER CHARGES & OBLIG.	31310	36549.31	117	307673	230827.78	75	75926.16	339097	32343.06	91
49-02	ADVERTISING	116	139.00	120	1276	504.89	40	.00	1400	895.11	36
49-06	BROWNFIELD PROG CITY COST	416	.00	0	4576	.00	0	.00	5000	5000.00	0

FUND 001 GENERAL FUND		*****MONTH-TO-DATE*****			*****YEAR-TO-DATE*****			ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
ELE OBJ	ACCOUNT DESCRIPTION	BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP				
49-07	BAD DEBT EXPENSE	0	1510.07-	0	0	33354.55-	0	.00	0	33354.55	0
49-08	CASH OVER/SHORT	0	.00	0	0	377.02	0	.00	0	377.02-	0
49-21	PD INVESTIGATIVE FUNDS	2083	6190.00	297	22913	12810.00	56	.00	25000	12190.00	51
49-23	COM CRIME PREV (SPOT)	0	.00	0	0	.00	0	.00	0	.00	0
49-31	OVERHEAD ALLOCATION	0	.00	0	0	.00	0	.00	0	.00	0
49 **	OTHER CHARGES & OBLIG.	33925	41368.24	122	336438	211165.14	63	75926.16	370497	83405.70	78
51-00	OFFICE SUPPLIES	4198	1306.39	31	46681	19174.80	41	.00	51008	31833.20	38
51-39	VOCA-2023-COCOA PD-00042	0	.00	0	0	.00	0	.00	0	.00	0
51 **	OFFICE SUPPLIES	4198	1306.39	31	46681	19174.80	41	.00	51008	31833.20	38
52-00	OPERATING SUPPLIES	110053	86713.38	79	1204809	1086594.06	90	67936.09	1314987	160456.85	88
52-02	UNIFORMS-PURCHASED	7452	6199.58	83	90024	38476.77	43	26354.42	97515	32683.81	67
52-05	EMS 1st RESP-CONSUM SUPP	6874	3795.49	55	75179	47695.42	63	8762.51	82054	25596.07	69
52-07	JANITORIAL SUPPLIES	4179	4023.77	96	48705	32415.20	67	.00	52918	20502.80	61
52-10	HEATING FUEL	474	.00	0	5214	4132.97	79	1554.71	5688	.32	100
52-22	BULLET PROOF V 2020	0	.00	0	0	.00	0	.00	0	.00	0
52-23	BULLET PROOF VEST 2021	0	.00	0	0	.00	0	.00	0	.00	0
52-26	BULLET PROOF VEST 2022	0	.00	0	0	.00	0	.00	0	.00	0
52-30	FUEL OIL & LUBRICANTS	27478	30355.93	111	330933	204997.87	62	.00	358487	153489.13	57
52-33	EMPLOYEE HEALTH CENTER	15729	481.52	3	173019	123927.84	72	64822.16	188750	.00	100
52-35	VOCA-2022-COCOA PD-00181	0	.00	0	0	.00	0	.00	0	.00	0
52-36	FIREHOUSE SUBS - E-BIKES	0	.00	0	0	.00	0	.00	0	.00	0
52-37	JAG 23-GG-03233	0	.00	0	0	.00	0	.00	0	.00	0
52-38	BULLET PROOF VEST 2023	38	.00	0	380	415.92	110	.00	416	.08	100
52-39	VOCA-2023-COCOA PD-00042	0	.00	0	0	.00	0	.00	0	.00	0
52-40	BULLET PROOF VEST 2024	2412	1193.00-	50-	24120	15093.08	63	10239.92	26526	1193.00	96

FUND 001 GENERAL FUND		*****MONTH-TO-DATE*****			*****YEAR-TO-DATE*****			ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
ELE OBJ	ACCOUNT DESCRIPTION	BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP				
52 **	OPERATING SUPPLIES	174689	130376.67	75	1952383	1553749.13	80	179669.81	2127341	393922.06	82
53-00	ROAD MATERIALS/SUPPLIES	4056	2392.50	59	44616	21114.84	47	8967.67	48675	18592.49	62
53 **	ROAD MATERIALS/SUPPLIES	4056	2392.50	59	44616	21114.84	47	8967.67	48675	18592.49	62
54-00	MEMBERSHIP/PUBLICATIONS	11855	1091.99	9	97782	59335.31	61	.00	109810	50474.69	54
54 **	MEMBERSHIP/PUBLICATIONS	11855	1091.99	9	97782	59335.31	61	.00	109810	50474.69	54
55-00	TRAINING	14779	2514.99	17	168251	90185.92	54	26730.50	183140	66223.58	64
55-01	EDA PROGRAM	833	1446.85	174	9163	4384.24	48	2258.00	10000	3357.76	66
55-02	P/F HS RECRUITMENT	863	.00	0	8630	.00	0	9497.42	9497	.42	100
55-22	JAG 21-GG-01363	0	.00	0	0	.00	0	.00	0	.00	0
55-35	VOCA-2022-COCOA PD-00181	0	.00	0	0	.00	0	.00	0	.00	0
55-36	VOCA-2023-COCOA PD-00042	0	.00	0	0	.00	0	.00	0	.00	0
55 **	TRAINING	16475	3961.84	24	186044	94570.16	51	38485.92	202637	69580.92	66
56-15	IT-RELATED OPERATING EXP	81001	28667.24	35	921552	765054.88	83	78267.91	1002640	159317.21	84
56-16	FL CYBERSECURITY	0	.00	0	0	.00	0	.00	0	.00	0
56 **	TECHNOLOGY SYSTEMS	81001	28667.24	35	921552	765054.88	83	78267.91	1002640	159317.21	84
57-99	OVERHEAD ALLOCATION	0	.00	0	0	.00	0	.00	0	.00	0
57 **	OVERHEAD ALLOCATION	0	.00	0	0	.00	0	.00	0	.00	0
58-97	LABOR	0	.00	0	0	.00	0	.00	0	.00	0
58 **	WORK ORDER CHARGES	0	.00	0	0	.00	0	.00	0	.00	0
59-00	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
59 **	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
61-00	LAND	59855	.00	0	395827	214300.00	54	.00	455679	241379.00	47
61 **	LAND	59855	.00	0	395827	214300.00	54	.00	455679	241379.00	47
62-00	BUILDINGS	173905	.00	0	192670	.00	0	31275.00	366575	335300.00	9
62-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0

FUND 001 GENERAL FUND		*****MONTH-TO-DATE*****			*****YEAR-TO-DATE*****			ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
ELE OBJ	ACCOUNT DESCRIPTION	BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP				
62 **	BUILDINGS	173905	.00	0	192670	.00	0	31275.00	366575	335300.00	9
63-00	INFRASTRUCTURE	120182	29910.10	25	1653884	660790.80	40	761480.29	1774071	351799.91	80
63-07	IMPROVE OTHER THAN BLDG	182186	513551.40	282	1778540	1598495.35	90	209607.98	1960726	152622.67	92
63-13	FIND BV-CO-20-146 BT RAMP	0	.00	0	0	.00	0	.00	0	.00	0
63-14	FIND BV-CO-20-147 DREDGIN	0	.00	0	0	.00	0	.00	0	.00	0
63-15	FIND BV-CO-21-152 DRGP II	0	.00	0	0	.00	0	.00	0	.00	0
63-16	FIND BV-CO-21-151 BT PII	0	.00	0	0	.00	0	.00	0	.00	0
63-17	FIND BV-CO-23-159 WTRF P1	0	.00	0	0	.00	0	.00	0	.00	0
63 **	INFRASTRUCTURE	302368	543461.50	180	3432424	2259286.15	66	971088.27	3734797	504422.58	87
64-00	MACHINERY & EQUIPMENT	472097	22695.00	5	4606415	2231536.89	48	2263295.11	5078522	583690.00	89
64-07	NFC GRANT PROVOST PK	157500	.00	0	157500	.00	0	.00	315000	315000.00	0
64-15	IT HARDWARE	36200	.00	0	320416	17320.65	5	328263.00	356610	11026.35	97
64-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
64-34	LEASED POSTAGE METER	0	.00	0	0	.00	0	.00	0	.00	0
64-60	SBITA INTANG ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY AND EQUIPMENT	665797	22695.00	3	5084331	2248857.54	44	2591558.11	5750132	909716.35	84
68-10	SFTWR & OTHER INTANGIBLES	0	.00	0	0	.00	0	.00	0	.00	0
68 **	INTANGIBLE ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
71-00	DEBT SERVICE - PRINCIPAL	0	.00	0	0	.00	0	.00	0	.00	0
71-30	LEASE - COPIERS	4293	4301.18	100	47223	47219.42	100	4302.88	51523	.70	100
71-33	LEASED POSTAGE METER	372	.00	0	4092	3345.11	82	1129.89	4475	.00	100
71-60	SBITA - ESRI SGEA	0	.00	0	0	.00	0	.00	0	.00	0
71-61	SBITA - VERTEKS	0	.00	0	0	.00	0	.00	0	.00	0
71-62	SBITA - VERTEKS 5-9	0	.00	0	0	.00	0	.00	0	.00	0
71-63	SBITA - CLEARGOV	0	.00	0	0	.00	0	.00	0	.00	0

FUND 001 GENERAL FUND		*****MONTH-TO-DATE*****			*****YEAR-TO-DATE*****			ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
ELE OBJ	ACCOUNT DESCRIPTION	BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP				
71-64	SBITA - VECTOR TGT SOL	0	.00	0	0	.00	0	.00	0	.00	0
71-65	SBITA - NEOGOV	0	.00	0	0	.00	0	.00	0	.00	0
71-66	SBITA - BRAZOS (TYLR)	0	.00	0	0	.00	0	.00	0	.00	0
71-67	SBITA - SOCRATA (TYLR)	0	.00	0	0	.00	0	.00	0	.00	0
71-68	SBITA - KRONOS TELSTFF	0	.00	0	0	.00	0	.00	0	.00	0
71-69	SBITA - SAMSARA	2240	.00	0	24640	24390.84	99	2495.28	26887	.88	100
71-70	SBITA - DEBTBOOK	0	.00	0	0	.00	0	.00	0	.00	0
71-72	SBITA - BRIGHTLY ASSET	3262	.00	0	19572	22830.13	117	1.77	22831	.90	100
71 **	DEBT SERVICE - PRINCIPAL	10167	4301.18	42	95527	97785.50	102	7929.82	105716	.68	100
72-30	LEASE - COPIERS	14	6.82	49	154	168.58	110	5.12	175	1.30	99
72-33	LEASED POSTAGE METER	45	.00	0	495	419.77	85	125.23	545	.00	100
72-60	SBITA - ESRI SGEA	0	.00	0	0	.00	0	.00	0	.00	0
72-61	SBITA - VERTEKS	0	.00	0	0	.00	0	.00	0	.00	0
72-62	SBITA - VERTEKS 5-9	0	.00	0	0	.00	0	.00	0	.00	0
72-63	SBITA - CLEARGOV	0	.00	0	0	.00	0	.00	0	.00	0
72-64	SBITA - VECTOR TRGT SOL	0	.00	0	0	.00	0	.00	0	.00	0
72-65	SBITA - NEOGOV	0	.00	0	0	.00	0	.00	0	.00	0
72-66	SBITA - BRAZOS (TYLR)	0	.00	0	0	.00	0	.00	0	.00	0
72-67	SBITA - SCORATA (TYLR)	0	.00	0	0	.00	0	.00	0	.00	0
72-68	SBITA - KRONOS TELSTFF	0	.00	0	0	.00	0	.00	0	.00	0
72-69	SBITA - SAMSARA	32	.00	0	352	387.07	110	6.65	394	.28	100
72-72	SBITA - BRIGHTLY ASSET	204	.00	0	1224	1426.00	117	.00	1426	.00	100
72 **	DEBT SERVICE - INTEREST	295	6.82	2	2225	2401.42	108	137.00	2540	1.58	100
73-00	OTHER DEBT SERVICE COSTS	3357	.00	0	26856	30213.37	113	.00	30214	.63	100
73 **	OTHER DEBT SERVICE COSTS	3357	.00	0	26856	30213.37	113	.00	30214	.63	100

FUND 001 GENERAL FUND		*****MONTH-TO-DATE*****			*****YEAR-TO-DATE*****			ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
ELE OBJ	ACCOUNT DESCRIPTION	BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP				
81-00	AIDS TO GOVT AGENCY	139485	4289942.00	3076	5824277	5963763.00	102	.00	5963763	.00	100
81 **	AIDS TO GOVT AGENCY	139485	4289942.00	3076	5824277	5963763.00	102	.00	5963763	.00	100
82-01	ECON DEV INCENTIVE CONTR	0	.00	0	0	.00	0	.00	0	.00	0
82 **	AID TO PRIVATE ORGANIZAT	0	.00	0	0	.00	0	.00	0	.00	0
83-00	OTHER GRANTS & AIDS	0	.00	0	0	.00	0	.00	0	.00	0
83-01	MISC GRANTS/DONATIONS	0	.00	0	0	.00	0	.00	0	.00	0
83-11	UPSTART COCOA PROGRAM	3541	.00	0	31451	23731.84	76	.00	35000	11268.16	68
83 **	OTHER GRANTS & AIDS	3541	.00	0	31451	23731.84	76	.00	35000	11268.16	68
91-03	TO CDBG (103)	0	.00	0	0	.00	0	.00	0	.00	0
91-04	TO HOME (104)	0	.00	0	0	.00	0	.00	0	.00	0
91-07	TO BLDG PERM(107)	0	.00	0	0	.00	0	.00	0	.00	0
91-08	TO SEC 108 LOAN (108)	0	.00	0	0	.00	0	.00	0	.00	0
91-10	TO COCOA CRA (110)	0	.00	0	0	.00	0	.00	0	.00	0
91-11	TO DIAMOND SQ (111)	0	.00	0	0	.00	0	.00	0	.00	0
91-12	TO US 1 CRA (112)	0	.00	0	0	.00	0	.00	0	.00	0
91-20	TO GF DEBT SVC (201)	89369	89368.76	100	789879	789878.36	100	.00	1259347	469468.64	63
91-21	TO WATER SEWER (421)	0	.00	0	0	.00	0	.00	0	.00	0
91-23	TO STORMWATER (423)	0	.00	0	0	.00	0	.00	0	.00	0
91-25	TO RESTRCTD ASSET (425)	0	.00	0	0	.00	0	.00	0	.00	0
91-26	TO W/S 2018B (426)	0	.00	0	0	.00	0	.00	0	.00	0
91-30	TO GF CAP PROJ (301)	0	.00	0	0	.00	0	.00	0	.00	0
91-32	TO RVRFRNT/LWP (302)	0	.00	0	0	.00	0	.00	0	.00	0
91-33	TO FISKE CAP PROJ (303)	0	.00	0	0	.00	0	.00	0	.00	0
91-52	TO W/C INS FUND (520)	0	.00	0	0	.00	0	.00	0	.00	0
91-53	TO HEALTH INS FUND (530)	0	.00	0	0	.00	0	.00	0	.00	0

DETAIL BUDGET REPORT SUMMARY BY OBJECT
92% OF YEAR LAPSED
WITHOUT FIXED CHARGES

FUND 001 GENERAL FUND			*****MONTH-TO-DATE*****			*****YEAR-TO-DATE*****			ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
ELE	OBJ	ACCOUNT DESCRIPTION	BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP				

91	**	INTERFUND TRANSFER	89369	89368.76	100	789879	789878.36	100	.00	1259347	469468.64	63
FUND 001	TOTAL	*****										
		GENERAL FUND	5522920	8486956.07	154	61384333	48905311.40	80	5838952.53	67290574	12546310.07	81
GRAND	TOTAL	*****										
			5522920	8486956.07	154	61384333	48905311.40	80	5838952.53	67290574	12546310.07	81



FY 2025 Budget by Classification Report - Summary Listing

8/31/2025

Target for August 2025 is 92%

FUND 421 - WATER/SEWER FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
CHARGES FOR SERVICES	\$ 79,722,196	\$ -	\$ 74,540,000	\$ 5,182,196	93%
INTERGOVERNMENTAL/GRANTS	\$ -	\$ -	\$ -	\$ -	0%
MISCELLANEOUS	\$ 3,662,128	\$ -	\$ 4,899,497	\$ (1,237,369)	134%
*OTHER SOURCES (NON-REVENUE)	\$ 5,797,280	\$ -	\$ 53,436	\$ 5,743,844	1%
REVENUE TOTALS	\$ 89,181,604	\$ -	\$ 79,492,933	\$ 9,688,671	89%
EXPENSE					
SALARIES AND BENEFITS	\$ 21,442,558	\$ -	\$ 15,872,102	\$ 5,570,456	74%
OPERATING EXPENDITURES	\$ 27,384,068	\$ 5,478,344	\$ 18,714,102	\$ 3,191,622	68%
CAPITAL OUTLAY	\$ 2,014,771	\$ 494,397	\$ 1,121,169	\$ 399,205	56%
GRANTS, AIDS AND OTHER	\$ 472,406	\$ 75,437	\$ 393,492	\$ 3,476	83%
NON-OPERATING USES	\$ 37,867,801	\$ -	\$ 35,882,588	\$ 1,985,213	95%
EXPENSE TOTALS	\$ 89,181,604	\$ 6,048,178	\$ 71,983,454	\$ 11,149,972	87%
REVENUE TOTALS	\$ 89,181,604	\$ -	\$ 79,492,933	\$ 9,688,671	89%
EXPENSE TOTALS	\$ 89,181,604	\$ 6,048,178	\$ 71,983,454	\$ 11,149,972	87%
**	\$ -	\$ (6,048,178)	\$ 7,509,479	\$ (1,461,301)	

*Fund Balance is a budgeted revenue, not actual revenue.

**Unaudited

CITY OF COCOA, FLORIDA
REVENUE REPORT
92% OF YEAR LAPSED

ACCOUNTING PERIOD 11/2025

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER FUND		ACCOUNT	*****	CURRENT	*****	*****	YEAR-TO-DATE	*****	ANNUAL	UNREALIZED
ACCOUNT		DESCRIPTION	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
330		INTERGOVERNMENTAL REVENUE								
331		FEDERAL GRANTS								
	30 02	FDEM H0477 LS#1	0	.00		0	.00		0	.00
	50 01	FEDERAL DISASTER REIMB	0	.00		0	85,260.43		0	85,260.43-
331	**	FEDERAL GRANTS	0	.00		0	85,260.43		0	85,260.43-
334		STATE GRANT								
	50 01	STATE DISASTER REIMB	0	.00		0	25,326.46		0	25,326.46-
334	**	STATE GRANT	0	.00		0	25,326.46		0	25,326.46-
337		GRANTS FROM LOCAL UNITS								
	30 00	PHYSICAL ENVIRONMENT	0	.00		0	.00		0	.00
337	**	GRANTS FROM LOCAL UNITS	0	.00		0	.00		0	.00
330	***	INTERGOVERNMENTAL REVENUE	0	.00		0	110,586.89		0	110,586.89-
340		CHARGES FOR SERVICES								
343		PHYSICAL ENVIRONMENT								
	30 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
	31 00	WATER SALES	5,561,481	6,076,111.18	109	61,176,291	61,639,487.21	101	66,737,780	5,098,292.79
	33 00	WATER CONNECTION FEE	47,267	112,250.68	238	519,937	782,829.57	151	567,211	215,618.57-
	36 00	WATER HYDRANT FEES	340,513	366,917.57	108	3,745,643	4,023,146.17	107	4,086,156	63,009.83
	39 06	HYDRANT RESID FLOW TEST	141	600.00	426	1,551	14,250.00	919	1,696	12,554.00-
	39 07	BACKFLOW DEVICE TEST	12,808	20,134.11	157	140,888	222,413.21	158	153,700	68,713.21-
	39 08	JUMPER METERS	61	200.00	328	671	2,200.00	328	742	1,458.00-
	39 09	PLAN REVIEW/CONST INSPECT	1,060	5,250.00	495	11,660	52,500.00	450	12,720	39,780.00-
	39 10	BACKFLOW PRV/RLCT TEMP	44	105.42	240	484	2,209.62	457	530	1,679.62-
	39 *	WATER OTHER INCOME	14,114	26,289.53	186	155,254	293,572.83	189	169,388	124,184.83-
	51 00	SEWER SALES	642,330	676,470.39	105	7,065,630	7,367,018.71	104	7,707,960	340,941.29
	51 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
	51 *	SEWER SALES	642,330	676,470.39	105	7,065,630	7,367,018.71	104	7,707,960	340,941.29
	53 02	SEWER CONN INDIAN HILLS	0	.00		0	.00		0	.00
	59 01	GREASE TRAP PERMITS	547	798.97	146	6,017	9,162.28	152	6,572	2,590.28-
	60 00	REUSE WATER SALES	36,642	40,410.52	110	403,062	418,089.83	104	439,709	21,619.17
	60 01	REUSE WATER INSTALLATION	618	301.00	49	6,798	6,693.00	99	7,420	727.00
	60 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
	60 *	REUSE WATER SALES	37,260	40,711.52	109	409,860	424,782.83	104	447,129	22,346.17
	90 10	OTHER EARNED NOT BILLED	0	.00		0	.00		0	.00
343	**	PHYSICAL ENVIRONMENT	6,643,512	7,299,549.84	110	73,078,632	74,539,999.60	102	79,722,196	5,182,196.40
340	***	CHARGES FOR SERVICES	6,643,512	7,299,549.84		73,078,632	74,539,999.60		79,722,196	5,182,196.40

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER FUND		ACCOUNT	*****	CURRENT	*****	*****	YEAR-TO-DATE	*****	ANNUAL	UNREALIZED
ACCOUNT		DESCRIPTION	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
360		MISCELLANEOUS REVENUES								
361		INTEREST & OTHER EARNINGS								
	10 00	INTEREST	0	.00		0	40,501.33		0	40,501.33-
	10 02	INVESTMENT INTEREST	40,078	103,178.10	257	440,858	834,683.32	189	480,943	353,740.32-
	10 10	FLORIDA PRIME INTEREST	0	69,167.82		0	632,109.50		0	632,109.50-
	10 11	INTEREST/CBOS	0	.00		0	.00		0	.00
	10 *	INTEREST	40,078	172,345.92	430	440,858	1,507,294.15	342	480,943	1,026,351.15-
	30 00	NET INC/DEC FMV INVESTMNT	0	111,535.38-		0	247,011.07		0	247,011.07-
	40 00	GAIN/(LOSS) SALE INVEST	0	16,269.00-		0	153,604.54-		0	153,604.54
	40 02	UNREALIZED GAIN/(LOSS)	0	.00		0	.00		0	.00
	40 *	GAIN/(LOSS) SALE INVEST	0	16,269.00-		0	153,604.54-		0	153,604.54
361	**	INTEREST & OTHER EARNINGS	40,078	44,541.54	111	440,858	1,600,700.68	363	480,943	1,119,757.68-
362	00 00	RENT AND ROYALTIES								
		RENT AND ROYALTIES	108	.00		1,188	1,300.00	109	1,300	.00
362	**	RENT AND ROYALTIES	108	.00		1,188	1,300.00	109	1,300	.00
364	00 00	DISPOSITION FIXED ASSETS								
		DISPOSITION FIXED ASSETS	0	9,046.90-		0	9,046.90-		0	9,046.90
	10 00	GAIN/(LOSS)SALE OF F/A	0	6,343.75		0	23,900.96		0	23,900.96-
364	**	DISPOSITION FIXED ASSETS	0	2,703.15-		0	14,854.06		0	14,854.06-
365	00 00	SALE SURPLUS MTRLS &SCRAP								
		SALE SURPLUS MTRLS &SCRAP	265	.00		2,915	4,919.16	169	3,180	1,739.16-
365	**	SALE SURPLUS MTRLS &SCRAP	265	.00		2,915	4,919.16	169	3,180	1,739.16-
369	90 00	OTHER MISC REVENUES								
		OTHER MISC REVENUES	4,308	1,272.81	30	47,388	74,485.13	157	51,705	22,780.13-
	90 06	SETTLEMENTS	602,500	.00		2,522,500	3,125,000.00	124	3,125,000	.00
	90 *	OTHER MISC REVENUES	606,808	1,272.81		2,569,888	3,199,485.13	125	3,176,705	22,780.13-
	96 00	INSURANCE REFUND/PROCEEDS	0	.00		0	78,238.24		0	78,238.24-
369	**	OTHER MISC REVENUES	606,808	1,272.81		2,569,888	3,277,723.37	128	3,176,705	101,018.37-
360	***	MISCELLANEOUS REVENUES	647,259	43,111.20		3,014,849	4,899,497.27		3,662,128	1,237,369.27-
380		OTHER SOURCES(NON-REV)								
381		INTERFUND TRANSFER								
	91 01	GENERAL FUND (001)	0	.00		0	.00		0	.00

CITY OF COCOA, FLORIDA
REVENUE REPORT
92% OF YEAR LAPSED

ACCOUNTING PERIOD 11/2025

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER FUND			*****	CURRENT	*****	*****	YEAR-TO-DATE	*****	ANNUAL	UNREALIZED
ACCOUNT		DESCRIPTION	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
91 24		RENEW & REPLACE (424)	0	.00		53,436	53,436.00	100	53,436	.00
91 25		TRF FROM W/S REST (425)	0	.00		0	.00		0	.00
91 26		TRF FROM W/S 2018B (426)	0	.00		0	.00		0	.00
91 27		TRF FROM W/S RESRVS (425)	0	.00		0	.00		0	.00
91 42		W/S IMPACT FEE (422)	0	.00		0	.00		0	.00
91 52		TRF FROM WORK COMP (520)	0	.00		0	.00		0	.00
91 *		TRANSFER FROM	0	.00		53,436	53,436.00	100	53,436	.00
381	**	INTERFUND TRANSFER	0	.00		53,436	53,436.00	100	53,436	.00
383	10 00	INSTLMT PURCH/CAP LEASE LEASE PROCEEDS	0	.00		0	.00		0	.00
383	**	INSTLMT PURCH/CAP LEASE	0	.00		0	.00		0	.00
389		NON OPERATING SOURCES								
30 01		SRF LOAN PROCEEDS	0	.00		0	.00		0	.00
85 00		CAP CONTRIB PRIVATE SRCS	0	.00		0	.00		0	.00
99 10		CASH CARRY FORWARD	0	.00		0	.00		0	.00
99 11		RESTR. CASH CARRY FORWARD	0	.00		0	.00		0	.00
99 50		FUND BAL-APPROP. RESERVES	162,556	.00		5,581,284	.00		5,743,844	5,743,844.00
99 *		BALANCE FORWARD	162,556	.00		5,581,284	.00		5,743,844	5,743,844.00
389	**	NON OPERATING SOURCES	162,556	.00		5,581,284	.00		5,743,844	5,743,844.00
380	***	OTHER SOURCES(NON-REV)	162,556	.00		5,634,720	53,436.00		5,797,280	5,743,844.00
FUND TOTAL WATER/SEWER FUND			7,453,327	7,342,661.04		81,728,201	79,603,519.76		89,181,604	9,578,084.24
GRAND TOTAL			7,453,327	7,342,661.04		81,728,201	79,603,519.76		89,181,604	9,578,084.24

FUND 421 WATER/SEWER FUND		*****MONTH-TO-DATE*****			*****YEAR-TO-DATE*****			ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
ELE OBJ	ACCOUNT DESCRIPTION	BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP				

11-00	EXECUTIVE SALARIES	15127	13819.20	91	166397	158229.88	95	.00	181529	23299.12	87
11 **	EXECUTIVE SALARIES	15127	13819.20	91	166397	158229.88	95	.00	181529	23299.12	87
12-00	REGULAR SALARIES & WAGES	968274	776488.93	80	11244746	8938023.20	80	.00	12213086	3275062.80	73
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	20597	2947.66	14	58665	82204.65	140	.00	79259	2945.65	104
12-15	SETTLEMENT WAGES	0	.00	0	0	.00	0	.00	0	.00	0
12 **	REGULAR SALARIES & WAGES	988871	779436.59	79	11303411	9020227.85	80	.00	12292345	3272117.15	73
13-00	OTHER SALARIES & WAGES	57177	48852.33	85	660636	528574.10	80	.00	717857	189282.90	74
13 **	OTHER SALARIES & WAGES	57177	48852.33	85	660636	528574.10	80	.00	717857	189282.90	74
14-00	OVERTIME	134085	64929.55	48	830463	939069.54	113	.00	964584	25514.46	97
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	134085	64929.55	48	830463	939069.54	113	.00	964584	25514.46	97
15-00	SPECIAL PAY	126	38.35	30	252	150.35	60	.00	378	227.65	40
15 **	SPECIAL PAY	126	38.35	30	252	150.35	60	.00	378	227.65	40
20-00	CLOTHING/SHOE ALLOWANCE	2879	350.00	12	22911	24269.10	106	.00	25810	1540.90	94
20 **	CLOTHING/SHOE ALLOWANCE	2879	350.00	12	22911	24269.10	106	.00	25810	1540.90	94
21-00	FICA TAXES	80230	67950.41	85	880928	803556.20	91	.00	961198	157641.80	84
21 **	FICA TAXES	80230	67950.41	85	880928	803556.20	91	.00	961198	157641.80	84
22-00	RETIREMENT CONTRIBUTIONS	154706	135685.88	88	1699234	1613157.16	95	.00	1854009	240851.84	87
22-01	POLICE/FIRE	0	.00	0	0	.00	0	.00	0	.00	0
22-03	NON FRS RETIREMENT CONT	463	491.14	106	5093	5127.99	101	.00	5564	436.01	92
22 **	RETIREMENT CONTRIBUTIONS	155169	136177.02	88	1704327	1618285.15	95	.00	1859573	241287.85	87
23-00	INSURANCES	2753	2279.04	83	30274	23573.40	78	.00	33075	9501.60	71
23-02	RETIREEES OTHER INSURANCES	13150	7826.80	60	144650	116278.92	80	.00	157806	41527.08	74
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0

FUND 421 WATER/SEWER FUND		*****MONTH-TO-DATE*****			*****YEAR-TO-DATE*****			ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
ELE OBJ	ACCOUNT DESCRIPTION	BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP				
23-04	MEDICAL/RX SELF INSURED	261207	209431.86	80	3056373	2152432.97	70	.00	3317614	1165181.03	65
23-05	HEALTH RETIREES 50%	1988	975.08	49	21868	8288.18	38	.00	23856	15567.82	35
23-06	HEALTH RETIREES 100%	3976	3894.52	98	43736	45764.96	105	.00	47712	1947.04	96
23-07	DENTAL INSURANCE	13245	8699.64	66	145566	90854.58	62	.00	158850	67995.42	57
23-08	VISION INSURANCE	2567	1574.29	61	28207	16483.38	58	.00	30803	14319.62	54
23-09	LONG TERM DISABILITY	2821	2611.31	93	31025	27045.68	87	.00	33908	6862.32	80
23-10	FSA HEALTH	0	.00	0	0	.00	0	.00	0	.00	0
23-11	FSA CHILDCARE	0	.00	0	0	.00	0	.00	0	.00	0
23-99	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
23 **	INSURANCES	301707	237292.54	79	3501699	2480722.07	71	.00	3803624	1322901.93	65
24-00	WORKER'S COMPENSATION	38737	15297.52	40	426080	179158.52	42	.00	464860	285701.48	39
24 **	WORKER'S COMPENSATION	38737	15297.52	40	426080	179158.52	42	.00	464860	285701.48	39
25-00	UNEMPLOYMENT COMPENSATION	833	.00	0	9163	154.51	2	.00	10000	9845.49	2
25 **	UNEMPLOYMENT COMPENSATION	833	.00	0	9163	154.51	2	.00	10000	9845.49	2
26-00	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
26 **	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
27-00	BENEFIT OFFSET	14000	11200.00	80	146800	119705.05	82	.00	160800	41094.95	74
27 **	BENEFIT OFFSET	14000	11200.00	80	146800	119705.05	82	.00	160800	41094.95	74
31-00	PROFESSIONAL SERVICES	18579	11860.00	64	203924	57151.15	28	103981.50	222532	61399.35	72
31-01	LEGAL EXPENSES	45851	63.20	0	505848	93838.40	19	51312.97	551690	406538.63	26
31-02	MEDICAL SERVICES	0	.00	0	0	.00	0	.00	0	.00	0
31-03	ENGINEERING SERVICES	243779	147670.75	61	2566877	1705885.84	67	1081346.79	2810665	23432.37	99
31-27	TCR PROJECT-COCOA	22571	6761.93	30	248281	20737.75	8	250109.24	270847	.01	100
31-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
31 **	PROFESSIONAL SERVICES	330780	166355.88	50	3524930	1877613.14	53	1486750.50	3855734	491370.36	87

FUND 421 WATER/SEWER FUND		*****MONTH-TO-DATE*****			*****YEAR-TO-DATE*****			ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
ELE OBJ	ACCOUNT DESCRIPTION	BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP				
32-00	ACCOUNTING & AUDITING	0	.00	0	0	.00	0	.00	0	.00	0
32 **	ACCOUNTING & AUDITING	0	.00	0	0	.00	0	.00	0	.00	0
34-00	CONTRACT SERVICES	166361	32076.30	19	1883855	1549494.00	82	156701.23	2050272	344076.77	83
34-09	MOWING CONTRACTS	0	.00	0	0	.00	0	.00	0	.00	0
34-10	COST OF GENERAL FUND SVCS	0	.00	0	0	.00	0	.00	0	.00	0
34 **	CONTRACT SERVICES	166361	32076.30	19	1883855	1549494.00	82	156701.23	2050272	344076.77	83
39-00	CONTINGENCY	49987	.00	0	894652	.00	0	.00	944639	944639.00	0
39-02	BOND RESERVE	0	.00	0	0	.00	0	.00	0	.00	0
39-15	WAGE AND SALARY	0	.00	0	0	.00	0	.00	0	.00	0
39 **	CONTINGENCY	49987	.00	0	894652	.00	0	.00	944639	944639.00	0
40-00	TRAVEL AND PER DIEM	1310	39.70	3	14410	6324.46	44	.00	15748	9423.54	40
40-01	CAR ALLOWANCE	0	.00	0	0	.00	0	.00	0	.00	0
40 **	TRAVEL AND PER DIEM	1310	39.70	3	14410	6324.46	44	.00	15748	9423.54	40
41-00	COMMUNICATION	17274	14870.49	86	190013	170551.47	90	35704.12	207319	1063.41	100
41 **	COMMUNICATION	17274	14870.49	86	190013	170551.47	90	35704.12	207319	1063.41	100
42-00	FREIGHT & POSTAGE SERVICE	1148	79.81	7	12460	3354.61	27	.00	13640	10285.39	25
42 **	FREIGHT & POSTAGE SERVICE	1148	79.81	7	12460	3354.61	27	.00	13640	10285.39	25
43-00	ELECTRIC/WATER/SEWER	203985	197106.21	97	2238838	1731242.79	77	689067.96	2442835	22524.25	99
43 **	ELECTRIC/WATER/SEWER	203985	197106.21	97	2238838	1731242.79	77	689067.96	2442835	22524.25	99
44-00	RENTAL AND LEASES	12710	939.00	7	54489	57822.95	106	2605.00	67220	6792.05	90
44-21	DUKE ENERGY-GENERATOR	0	.00	0	0	.00	0	.00	0	.00	0
44 **	RENTAL AND LEASES	12710	939.00	7	54489	57822.95	106	2605.00	67220	6792.05	90
45-00	INSURANCE	108436	.00	0	1192796	1293017.92	108	.00	1301232	8214.08	99
45 **	INSURANCE	108436	.00	0	1192796	1293017.92	108	.00	1301232	8214.08	99
46-00	REPAIRS & MAINTENANCE	524639	671368.17	128	5839869	5003680.34	86	649878.85	6364549	710989.81	89

FUND 421 WATER/SEWER FUND		*****MONTH-TO-DATE*****			*****YEAR-TO-DATE*****			ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
ELE OBJ	ACCOUNT DESCRIPTION	BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP				
46-02	REPAIR/MAINT BUILDING	44514	1317.73	3	493971	199257.30	40	304518.96	538507	34730.74	94
46-03	REPAIR/MAINT-VEHICLES	30626	2457.38	8	304886	309047.41	101	1650.00	335564	24866.59	93
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	599779	675143.28	113	6638726	5511985.05	83	956047.81	7238620	770587.14	89
47-00	PRINTING & BINDING	3091	397.75	13	31774	31173.20	98	22.50	34896	3700.30	89
47 **	PRINTING & BINDING	3091	397.75	13	31774	31173.20	98	22.50	34896	3700.30	89
48-00	PROMOTIONAL ACTIVITIES	2083	450.05	22	22913	8274.33	36	14137.00	25000	2588.67	90
48 **	PROMOTIONAL ACTIVITIES	2083	450.05	22	22913	8274.33	36	14137.00	25000	2588.67	90
49-00	OTHER CHARGES & OBLIG.	25209	17052.36	68	151620	154721.08	102	383.66	176865	21760.26	88
49-02	ADVERTISING	0	.00	0	0	.00	0	.00	0	.00	0
49-07	BAD DEBT EXPENSE	0	3024.27-	0	0	45798.00-	0	.00	0	45798.00	0
49-08	CASH OVER & UNDER	0	5.00-	0	0	56.36	0	.00	0	56.36-	0
49-09	DOCUMENT RECORDING CHGS	500	80.00-	16-	5500	2212.50-	40-	2892.50	6000	5320.00	11
49-15	OBSOLETE INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-17	DAMAGED INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-31	OVERHEAD ALLOCATION	0	.00	0	0	.00	0	.00	0	.00	0
49 **	OTHER CHARGES & OBLIG.	25709	13943.09	54	157120	106766.94	68	3276.16	182865	72821.90	60
51-00	OFFICE SUPPLIES	1300	701.75	54	21581	10116.96	47	159.54	22929	12652.50	45
51 **	OFFICE SUPPLIES	1300	701.75	54	21581	10116.96	47	159.54	22929	12652.50	45
52-00	OPERATING SUPPLIES	92042	28640.63	31	774043	704805.82	91	79271.85	866120	82042.33	91
52-02	UNIFORMS-PURCHASED	133	.00	0	1064	927.00	87	.00	1200	273.00	77
52-07	JANITORIAL SUPPLIES	1102	348.90	32	9125	8723.12	96	.00	10240	1516.88	85
52-09	CHEMICALS	566256	518784.67	92	6450204	4999386.41	78	1990560.95	7016471	26523.64	100
52-30	FUEL OIL & LUBRICANTS	34996	65748.63	188	542956	298906.47	55	26241.89	578010	252861.64	56
52-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0

FUND 421 WATER/SEWER FUND		*****MONTH-TO-DATE*****			*****YEAR-TO-DATE*****			ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
ELE OBJ	ACCOUNT DESCRIPTION	BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP				
52 **	OPERATING SUPPLIES	694529	613522.83	88	7777392	6012748.82	77	2096074.69	8472041	363217.49	96
53-00	ROAD MATERIALS/SUPPLIES	3752-	.00	0	18728	831.43	4	100.00	15000	14068.57	6
53 **	ROAD MATERIALS/SUPPLIES	3752-	.00	0	18728	831.43	4	100.00	15000	14068.57	6
54-00	MEMBERSHIP/PUBLICATIONS	3416	.00	0	37576	34877.27	93	.00	41031	6153.73	85
54 **	MEMBERSHIP/PUBLICATIONS	3416	.00	0	37576	34877.27	93	.00	41031	6153.73	85
55-00	TRAINING	11444	1839.24	16	110564	50676.15	46	6925.00	122064	64462.85	47
55-01	EDA PROGRAM	416	.00	0	4576	.00	0	.00	5000	5000.00	0
55 **	TRAINING	11860	1839.24	16	115140	50676.15	44	6925.00	127064	69462.85	45
56-00	TECHNOLOGY SYSTEMS	0	.00	0	0	.00	0	.00	0	.00	0
56-15	IT-RELATED OPERATING EXP	31815	2331.98-	7-	294126	254181.48	86	30772.53	325983	41028.99	87
56 **	TECHNOLOGY SYSTEMS	31815	2331.98-	7-	294126	254181.48	86	30772.53	325983	41028.99	87
59-00	DEPRECIATION EXPENSE	0	3049.17	0	0	3049.17	0	.00	0	3049.17-	0
59 **	DEPRECIATION EXPENSE	0	3049.17	0	0	3049.17	0	.00	0	3049.17-	0
61-00	LAND	0	.00	0	0	.00	0	.00	0	.00	0
61 **	LAND	0	.00	0	0	.00	0	.00	0	.00	0
62-00	BUILDINGS	0	.00	0	0	.00	0	.00	0	.00	0
62 **	BUILDINGS	0	.00	0	0	.00	0	.00	0	.00	0
63-00	INFRASTRUCTURE	23559	16085.80	68	528193	131118.02	25	398473.15	551763	22171.83	96
63-06	FDEM H0477 LS#1	0	.00	0	0	.00	0	.00	0	.00	0
63-07	IMPROVE OTHER THAN BLDG	0	.00	0	0	.00	0	.00	0	.00	0
63 **	INFRASTRUCTURE	23559	16085.80	68	528193	131118.02	25	398473.15	551763	22171.83	96
64-00	MACHINERY & EQUIPMENT	104117	220100.55	211	897723	847898.39	94	89114.46	1001863	64850.15	94
64-15	IT HARDWARE	36114	.00	0	425023	142152.50	33	6809.14	461145	312183.36	32
64-60	SBITA INTANG ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY & EQUIPMENT	140231	220100.55	157	1322746	990050.89	75	95923.60	1463008	377033.51	74

FUND 421 WATER/SEWER FUND		*****MONTH-TO-DATE*****			*****YEAR-TO-DATE*****			ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
ELE OBJ	ACCOUNT DESCRIPTION	BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP				

65-00	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0
65 **	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0
68-10	SFTWR & OTHER INTANGIBLES	0	.00	0	0	.00	0	.00	0	.00	0
68 **	INTANGIBLE ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
69-99	CONTRA FIXED ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
69 **	PROPRIETARY FUNDS	0	.00	0	0	.00	0	.00	0	.00	0
71-20	SERIES 2020	0	.00	0	0	.00	0	.00	0	.00	0
71-32	LEASED ASSET-GENERATOR	29131	29380.28	101	320441	290606.54	91	58975.84	349583	.62	100
71-33	SBITA ACCRUENT CMMS	0	.00	0	0	.00	0	.00	0	.00	0
71-34	SBITA ESRI ARCGIS	0	.00	0	0	.00	0	.00	0	.00	0
71-35	SBITA - SAMSARA	2827	.00	0	31097	30778.93	99	3148.79	33928	.28	100
71-36	SBITA - DEBTBOOK	0	.00	0	0	.00	0	.00	0	.00	0
71-74	ESRI ARCGIS	0	.00	0	0	.00	0	.00	0	.00	0
71 **	PRINCIPAL	31958	29380.28	92	351538	321385.47	91	62124.63	383511	.90	100
72-32	LEASED ASSET-GENERATOR	7008	6759.72	97	77088	70793.46	92	13304.28	84098	.26	100
72-33	SBITA - ACCRNT CMMS	0	.00	0	0	.00	0	.00	0	.00	0
72-34	SBITA ESRI ARCGIS	0	.00	0	0	.00	0	.00	0	.00	0
72-35	SBITA - SAMSARA	41	.00	0	451	488.41	108	8.43	497	.16	100
72-36	SBITA - DEBTBOOK	0	.00	0	0	.00	0	.00	0	.00	0
72-74	SBITA - ESRI ARCGIS	0	.00	0	0	.00	0	.00	0	.00	0
72 **	DEBT SERVICE - INTEREST	7049	6759.72	96	77539	71281.87	92	13312.71	84595	.42	100
73-00	OTHER DEBT SERVICE COST	275	.00	0	3025	825.00	27	.00	3300	2475.00	25
73-32	GENERATOR AMORT	0	.00	0	0	.00	0	.00	0	.00	0
73-33	SBITA ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
73 **	INTANG AMORT EXP	275	.00	0	3025	825.00	27	.00	3300	2475.00	25

FUND 421 WATER/SEWER FUND		*****MONTH-TO-DATE*****			*****YEAR-TO-DATE*****			ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
ELE OBJ	ACCOUNT DESCRIPTION	BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP				

82-00	AID TO PRIVATE ORGANIZAT	167	.00	0	835	.00	0	.00	1000	1000.00	0
82-01	ECON DEV INCENTIVE CONTR	0	.00	0	0	.00	0	.00	0	.00	0
82 **	AID TO PRIVATE ORGANIZAT	167	.00	0	835	.00	0	.00	1000	1000.00	0
91-01	TO GENERAL FUND (001)	0	.00	0	47706	47706.00	100	.00	47706	.00	100
91-02	TO GEN FUND ROI (001)	654056	654056.92	100	7194616	7194626.12	100	.00	7848683	654056.88	92
91-23	TO STORMWATER (423)	0	.00	0	0	.00	0	.00	0	.00	0
91-24	TRANSFER TO R & R (424)	0	.00	0	13565432	13565432.00	100	.00	13565432	.00	100
91-25	TO RESTRCTD ASSET (425)	486547	486547.09	100	5784193	5784192.77	100	.00	6270746	486553.23	92
91-26	TO W/S 2018B (426)	0	.00	0	0	.00	0	.00	0	.00	0
91-27	TO TCR/SJR PROJ (427)	0	.00	0	0	.00	0	.00	0	.00	0
91-30	TO GF CAP PROJ (301)	0	.00	0	0	.00	0	.00	0	.00	0
91-42	IMPACT FEES FUND (422)	0	.00	0	0	.00	0	.00	0	.00	0
91-52	TO W/C INS FUND (520)	0	.00	0	0	.00	0	.00	0	.00	0
91-53	TO HEALTH INS FUND (530)	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	1140603	1140604.01	100	26591947	26591956.89	100	.00	27732567	1140610.11	96
94-01	TXFR TO GF OH ALLOC (001)	697361	697361.67	100	7670971	7670978.37	100	.00	8368340	697361.63	92
94 **	INTERFUND TRANSFER	697361	697361.67	100	7670971	7670978.37	100	.00	8368340	697361.63	92
95-01	TXFR TO GF 6% PLOFF (001)	147241	147241.17	100	1619651	1619652.87	100	.00	1766894	147241.13	92
95 **	NONOPERATING	147241	147241.17	100	1619651	1619652.87	100	.00	1766894	147241.13	92
FUND 421	TOTAL *****										
	WATER/SEWER FUND	6239206	5350359.28	86	82941031	71983453.84	87	6048178.13	89181604	11149972.03	88
GRAND	TOTAL *****										
		6239206	5350359.28	86	82941031	71983453.84	87	6048178.13	89181604	11149972.03	88



FY 2025 Budget by Classification Report - Summary Listing

8/31/2025

Target for August 2025 is 92%

FUND 423 - STORMWATER FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
*STORMWATER ASSESSMENT	\$ 2,299,404	\$ -	\$ 2,310,997	\$ (11,593)	101%
CHARGES FOR SERVICES	\$ -	\$ -	\$ -	\$ -	0%
INTERGOVERNMENTAL/GRANT	\$ 51,222	\$ -	\$ 51,222	\$ 0	100%
MISCELLANEOUS	\$ 500	\$ -	\$ 233,535	\$ (233,035)	46707%
**OTHER SOURCES (NON-REVENUE)	\$ 1,030,634	\$ -	\$ -	\$ 1,030,634	0%
REVENUE TOTALS	\$ 3,381,760	-	\$ 2,595,754	\$ 786,006	77%
EXPENSE					
SALARIES AND BENEFITS	\$ 638,667	\$ -	\$ 483,799	\$ -	76%
OPERATING EXPENDITURES	\$ 690,274	\$ 119,277	\$ 379,750	\$ -	55%
CAPITAL OUTLAY	\$ 1,629,220	\$ 187,302	\$ 1,463,176	\$ -	90%
OTHER SOURCES (NON-REVENUE)	\$ 2,599	\$ 238	\$ 2,360	\$ -	91%
NON-OPERATING USES	\$ 421,000	\$ -	\$ 393,656	\$ -	94%
EXPENSE TOTALS	\$ 3,381,760	\$ 306,817	\$ 2,722,741	\$ -	90%
REVENUE TOTALS	\$ 3,381,760	\$ -	\$ 2,595,754	\$ 786,006	77%
EXPENSE TOTALS	\$ 3,381,760	\$ 306,817	\$ 2,722,741	\$ -	90%
	\$ -	\$ (306,817)	\$ (126,987)	\$ 786,006	

*Stormwater Assessment Revenues come in November-March

CITY OF COCOA, FLORIDA
REVENUE REPORT
92% OF YEAR LAPSED

ACCOUNTING PERIOD 11/2025

CITY OF COCOA, FLORIDA

FUND 423 STORMWATER UTILITY		ACCOUNT	*****	CURRENT	*****	*****	YEAR-TO-DATE	*****	ANNUAL	UNREALIZED
ACCOUNT		DESCRIPTION	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
320		OTHER PERMITS & FEES								
325		SPECIAL ASSESSMENT								
	23 01	STRMWTR SPEC ASSMNT	0	.00		2,179,197	2,180,145.83	100	2,179,197	948.83-
	23 02	DELINQUENT TAX	833	465.54-	56	9,163	238.08-	3	10,000	10,238.08
	23 03	PENALTIES	0	.37		0	9,269.57		0	9,269.57-
	23 04	TAX CERTIFICATES	9,183	.00		101,013	121,819.88	121	110,207	11,612.88-
	23 *	STORMWATER	10,016	465.17-	5	2,289,373	2,310,997.20	101	2,299,404	11,593.20-
325	**	SPECIAL ASSESSMENT	10,016	465.17-	5	2,289,373	2,310,997.20	101	2,299,404	11,593.20-
320	***	OTHER PERMITS & FEES	10,016	465.17-		2,289,373	2,310,997.20		2,299,404	11,593.20-
330		INTERGOVERNMENTAL REVENUE								
331		FEDERAL GRANTS								
	50 01	FEDERAL DISASTER REIMB	0	.00		0	.00		0	.00
331	**	FEDERAL GRANTS	0	.00		0	.00		0	.00
334		STATE GRANT								
	36 35	US1/FOREST AV S/W FACILTY	17,074	120,000.00	703	34,148	51,221.96	150	51,222	.04
	36 36	N FSK S/W PND FLOAT WTLND	0	.00		0	.00		0	.00
	36 69	DIX/IRD IRL RESIL DESIGN	0	.00		0	.00		0	.00
	36 *	STORMWATER MANAGEMENT	17,074	120,000.00	703	34,148	51,221.96	150	51,222	.04
334	**	STATE GRANT	17,074	120,000.00	703	34,148	51,221.96	150	51,222	.04
338		SHARED REVENUE LOCAL UNIT								
	10 00	SHARED REV - BREVARD CTY	0	.00		0	.00		0	.00
	10 02	CHURCH STREET BAFFLE BOX	0	.00		0	.00		0	.00
	10 05	SOIRL-SAVE OUR IR LAGOON	12,417-	.00		12,422	.00		0	.00
	10 *	SHARED REV - BREVARD CTY	12,417-	.00		12,422	.00		0	.00
338	**	SHARED REVENUE LOCAL UNIT	12,417-	.00		12,422	.00		0	.00
330	***	INTERGOVERNMENTAL REVENUE	4,657	120,000.00		46,570	51,221.96		51,222	.04
340		CHARGES FOR SERVICES								
343		PHYSICAL ENVIRONMENT								
	91 00	STORMWATER FEES	0	.00		0	.00		0	.00
	91 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
	91 *	STORMWATER FEES	0	.00		0	.00		0	.00
343	**	PHYSICAL ENVIRONMENT	0	.00		0	.00		0	.00
340	***	CHARGES FOR SERVICES	0	.00		0	.00		0	.00

CITY OF COCOA, FLORIDA

FUND 423 STORMWATER UTILITY		ACCOUNT	***** ESTIMATED	CURRENT ACTUAL	***** %REV	***** ESTIMATED	YEAR-TO-DATE ACTUAL	***** %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
ACCOUNT		DESCRIPTION								
360		MISCELLANEOUS REVENUES								
361		INTEREST & OTHER EARNINGS								
	10 00	INTEREST	0	.00		0	999.38		0	999.38-
	10 02	INVESTMENT INTEREST	0	774.88		0	26,915.07		0	26,915.07-
	10 10	FLORIDA PRIME INTEREST	0	10,594.88		0	142,051.03		0	142,051.03-
	10 *	INTEREST	0	11,369.76		0	169,965.48		0	169,965.48-
	30 00	NET INC/DEC FMV INVESTMNT	0	734.83-		0	1,476.80		0	1,476.80-
	40 00	GAIN/(LOSS) SALE INVEST	0	132.39-		0	994.75-		0	994.75
	40 02	UNREALIZED GAIN/(LOSS)	0	.00		0	.00		0	.00
	40 *	GAIN/(LOSS) SALE INVEST	0	132.39-		0	994.75-		0	994.75
361	**	INTEREST & OTHER EARNINGS	0	10,502.54		0	170,447.53		0	170,447.53-
364	00 00	DISPOSITION FIXED ASSETS	0	62,587.27		0	62,587.27		0	62,587.27-
364	**	DISPOSITION FIXED ASSETS	0	62,587.27		0	62,587.27		0	62,587.27-
366	00 00	CONTRIBUTIONS & DONATIONS	100	.00		400	500.00	125	500	.00
366	**	CONTRIBUTIONS & DONATIONS	100	.00		400	500.00	125	500	.00
369	90 00	OTHER MISC REVENUES	0	.00		0	.01-		0	.01
369	**	OTHER MISC REVENUES	0	.00		0	.01-		0	.01
360	***	MISCELLANEOUS REVENUES	100	73,089.81		400	233,534.79		500	233,034.79-
380		OTHER SOURCES(NON-REV)								
381		INTERFUND TRANSFER								
	91 01	GENERAL FUND (001)	0	.00		0	.00		0	.00
	91 21	TRF FROM W/S FUND (421)	0	.00		0	.00		0	.00
	91 *	TRANSFER FROM	0	.00		0	.00		0	.00
381	**	INTERFUND TRANSFER	0	.00		0	.00		0	.00
389		NON OPERATING SOURCES								
	85 00	CAP CONTRIB PRIVATE SRCS	0	.00		0	.00		0	.00
	90 00	NON OPERATING SOURCES	0	.00		0	.00		0	.00
	99 10	CASH CARRY FORWARD	0	.00		0	.00		0	.00
	99 50	FUND BAL-APPROP. RESERVES	156,256	.00		874,394	.00		1,030,634	1,030,634.00
	99 *	BALANCE FORWARD	156,256	.00		874,394	.00		1,030,634	1,030,634.00
389	**	NON OPERATING SOURCES	156,256	.00		874,394	.00		1,030,634	1,030,634.00

380	***	OTHER SOURCES(NON-REV)	156,256	.00	874,394	.00	1,030,634	1,030,634.00
	FUND	TOTAL STORMWATER UTILITY	171,029	192,624.64	3,210,737	2,595,753.95	3,381,760	786,006.05
	GRAND	TOTAL	171,029	192,624.64	3,210,737	2,595,753.95	3,381,760	786,006.05

FUND 423 STORMWATER UTILITY		*****MONTH-TO-DATE*****			*****YEAR-TO-DATE*****			ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
ELE OBJ	ACCOUNT DESCRIPTION	BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP				

12-00	REGULAR SALARIES & WAGES	12847	14448.22	113	302768	238457.82	79	.00	315629	77171.18	76
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	0	.00	0	0	.00	0	.00	0	.00	0
12 **	REGULAR SALARIES & WAGES	12847	14448.22	113	302768	238457.82	79	.00	315629	77171.18	76
13-00	OTHER SALARIES & WAGES	23435	11630.72	50	60935	75855.77	125	.00	84367	8511.23	90
13 **	OTHER SALARIES & WAGES	23435	11630.72	50	60935	75855.77	125	.00	84367	8511.23	90
14-00	OVERTIME	1583	11.81	1	8413	8869.60	105	.00	10000	1130.40	89
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	1583	11.81	1	8413	8869.60	105	.00	10000	1130.40	89
15-00	SPECIAL PAY	0	.00	0	0	.00	0	.00	0	.00	0
15 **	SPECIAL PAY	0	.00	0	0	.00	0	.00	0	.00	0
20-00	CLOTHING/SHOE ALLOWANCE	89	.00	0	783	700.00	89	.00	870	170.00	81
20 **	CLOTHING/SHOE ALLOWANCE	89	.00	0	783	700.00	89	.00	870	170.00	81
21-00	FICA TAXES	2445	2001.46	82	26895	24380.09	91	.00	29346	4965.91	83
21 **	FICA TAXES	2445	2001.46	82	26895	24380.09	91	.00	29346	4965.91	83
22-00	RETIREMENT CONTRIBUTIONS	4413	4048.90	92	48543	45613.62	94	.00	52956	7342.38	86
22-01	GASB68 PENS EXP	0	.00	0	0	.00	0	.00	0	.00	0
22 **	RETIREMENT CONTRIBUTIONS	4413	4048.90	92	48543	45613.62	94	.00	52956	7342.38	86
23-00	INSURANCES	82	59.02	72	902	664.41	74	.00	990	325.59	67
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23-04	MEDICAL	2970	5008.46	169	77265	62053.19	80	.00	80240	18186.81	77
23-07	DENTAL INSURANCE	326	224.36	69	3586	2423.94	68	.00	3920	1496.06	62
23-08	VISION INSURANCE	53	43.09	81	583	446.23	77	.00	644	197.77	69
23-09	LONG TERM DISABILITY	83	76.48	92	913	780.39	86	.00	1003	222.61	78
23-10	FSA HEALTH	0	.00	0	0	.00	0	.00	0	.00	0

FUND 423 STORMWATER UTILITY		*****MONTH-TO-DATE*****			*****YEAR-TO-DATE*****			ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
ELE OBJ	ACCOUNT DESCRIPTION	BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP				

23-11	FSA CHILDCARE	0	.00	0	0	.00	0	.00	0	.00	0
23-99	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
23 **	INSURANCES	3514	5411.41	154	83249	66368.16	80	.00	86797	20428.84	77
24-00	WORKER'S COMPENSATION	4391	1494.05	34	48301	19814.12	41	.00	52702	32887.88	38
24 **	WORKER'S COMPENSATION	4391	1494.05	34	48301	19814.12	41	.00	52702	32887.88	38
26-00	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
26 **	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
27-00	BENEFIT OFFSET	500	500.00	100	5500	3740.21	68	.00	6000	2259.79	62
27 **	BENEFIT OFFSET	500	500.00	100	5500	3740.21	68	.00	6000	2259.79	62
31-00	PROFESSIONAL SERVICES	4204	.00	0	128033	8559.66	7	42528.01	132240	81152.33	39
31-01	LEGAL EXPENSES	41	.00	0	451	500.00	111	.00	500	.00	100
31-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
31 **	PROFESSIONAL SERVICES	4245	.00	0	128484	9059.66	7	42528.01	132740	81152.33	39
34-00	CONTRACT SERVICES	22250	34987.14	157	244750	210974.57	86	32489.17	267002	23538.26	91
34-10	COST OF GENERAL FUND SVCS	0	.00	0	0	.00	0	.00	0	.00	0
34 **	CONTRACT SERVICES	22250	34987.14	157	244750	210974.57	86	32489.17	267002	23538.26	91
39-00	CONTINGENCY	1502	.00	0	35457	.00	0	.00	36972	36972.00	0
39 **	CONTINGENCY	1502	.00	0	35457	.00	0	.00	36972	36972.00	0
40-00	TRAVEL & PER DIEM	237	34.69	15	2607	113.23	4	.00	2850	2736.77	4
40 **	TRAVEL & PER DIEM	237	34.69	15	2607	113.23	4	.00	2850	2736.77	4
41-00	COMMUNICATION	173	45.44	26	1903	499.83	26	1576.17	2076	.00	100
41 **	COMMUNICATION	173	45.44	26	1903	499.83	26	1576.17	2076	.00	100
42-00	POSTAGE & FREIGHT	41	.00	0	451	28.73	6	.00	500	471.27	6
42 **	POSTAGE & FREIGHT	41	.00	0	451	28.73	6	.00	500	471.27	6
43-00	ELECTRIC/WATER/SEWER	1333	1421.68	107	14663	13575.37	93	3418.10	16000	993.47 -	106

FUND 423 STORMWATER UTILITY											
ELE OBJ	ACCOUNT DESCRIPTION	*****MONTH-TO-DATE*****			*****YEAR-TO-DATE*****			ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
		BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP				
43 **	ELECTRIC/WATER/SEWER	1333	1421.68	107	14663	13575.37	93	3418.10	16000	993.47-	106
44-00	RENTALS AND LEASES	250	.00	0	2750	170.78	6	.00	3000	2829.22	6
44 **	RENTALS AND LEASES	250	.00	0	2750	170.78	6	.00	3000	2829.22	6
45-00	INSURANCE	1256	.00	0	13816	15123.95	110	.00	15072	51.95-	100
45 **	INSURANCE	1256	.00	0	13816	15123.95	110	.00	15072	51.95-	100
46-00	REPAIRS & MAINTENANCE	10417	7586.52	73	101603	57737.51	57	35707.72	112028	18582.77	83
46-02	REPAIR/MAINT BUILDING	0	.00	0	0	.00	0	.00	0	.00	0
46-03	REPAIR/MAINT-VEHICLES	3840	.00	0	42240	39480.32	94	.00	46090	6609.68	86
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	14257	7586.52	53	143843	97217.83	68	35707.72	158118	25192.45	84
47-00	PRINTING & BINDING	41	.00	0	451	.00	0	.00	500	500.00	0
47 **	PRINTING & BINDING	41	.00	0	451	.00	0	.00	500	500.00	0
49-00	OTHER CHARGES & OBLIG.	43	.00	0	473	563.33	119	.00	517	46.33-	109
49-02	ADVERTISING	0	.00	0	0	.00	0	.00	0	.00	0
49-07	BAD DEBT EXPENSE	0	55.50-	0	0	977.62-	0	.00	0	977.62	0
49-15	OBSOLETE INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-31	OVERHEAD ALLOCATION	0	.00	0	0	.00	0	.00	0	.00	0
49 **	OTHER CHARGES & OBLIG.	43	55.50-	129-	473	414.29-	88-	.00	517	931.29	80-
51-00	OFFICE SUPPLIES	41	15.90	39	451	347.48	77	.00	500	152.52	70
51 **	OFFICE SUPPLIES	41	15.90	39	451	347.48	77	.00	500	152.52	70
52-00	OPERATING SUPPLIES	1073	250.10	23	11652	10988.30	94	3558.21	12729	1817.51-	114
52-02	UNIFORMS-PURCHASED	0	.00	0	0	.00	0	.00	0	.00	0
52-07	JANITORIAL SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
52-30	FUEL OIL & LUBRICANTS	2602	1761.53	68	29594	18121.84	61	.00	32198	14076.16	56
52-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0

FUND 423 STORMWATER UTILITY		*****MONTH-TO-DATE*****			*****YEAR-TO-DATE*****			ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
ELE OBJ	ACCOUNT DESCRIPTION	BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP				

52 **	OPERATING SUPPLIES	3675	2011.63	55	41246	29110.14	71	3558.21	44927	12258.65	73
53-00	ROAD MATERIALS/SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
53 **	ROAD MATERIALS/SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
54-00	MEMBERSHIP/PUBLICATIONS	62	.00	0	682	916.00	134	.00	750	166.00-	122
54 **	MEMBERSHIP/PUBLICATIONS	62	.00	0	682	916.00	134	.00	750	166.00-	122
55-00	TRAINING	729	.00	0	8019	2387.00	30	.00	8750	6363.00	27
55 **	TRAINING	729	.00	0	8019	2387.00	30	.00	8750	6363.00	27
56-15	IT-RELATED OPERATING EXP	0	.00	0	0	.00	0	.00	0	.00	0
56 **	TECHNOLOGY SYSTEMS	0	.00	0	0	.00	0	.00	0	.00	0
59-00	DEPRECIATION	0	639.62	0	0	639.62	0	.00	0	639.62-	0
59 **	DEPRECIATION	0	639.62	0	0	639.62	0	.00	0	639.62-	0
61-00	LAND	406	.00	0	1624	2030.20	125	.00	2031	.80	100
61 **	LAND	406	.00	0	1624	2030.20	125	.00	2031	.80	100
63-00	INFRASTRUCTURE	85678	3760.48	4	823790	766658.91	93	164294.11	909456	21497.02-	102
63-07	IMPROVE OTHER THAN BLDG	0	.00	0	0	.00	0	.00	0	.00	0
63-08	FISKE BLVD CEI	0	.00	0	0	.00	0	.00	0	.00	0
63-35	US1/FOREST AV S/W FACILTY	4657	.00	0	46570	51221.96	110	.00	51222	.04	100
63-36	N FSK S/W PND FLOAT WTLND	0	.00	0	0	.00	0	.00	0	.00	0
63-69	DIX/IRVR DR RESIL 23FRP03	0	.00	0	0	.00	0	.00	0	.00	0
63-73	FISKE CONSTRUCTION	18294	5281.62	29	182936	178210.40	97	23007.60	201219	1.00	100
63 **	INFRASTRUCTURE	108629	9042.10	8	1053296	996091.27	95	187301.71	1161897	21495.98-	102
64-00	MACHINERY & EQUIPMENT	93926	40000.00	43	371366	465054.10	125	.00	465292	237.90	100
64-15	IT HARDWARE	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY & EQUIPMENT	93926	40000.00	43	371366	465054.10	125	.00	465292	237.90	100
65-00	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0

FUND 423 STORMWATER UTILITY		*****MONTH-TO-DATE*****			*****YEAR-TO-DATE*****			ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
ELE OBJ	ACCOUNT DESCRIPTION	BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP				

65 **	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0
69-99	CONTRA FIXED ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
69 **	PROPRIETARY FUND	0	.00	0	0	.00	0	.00	0	.00	0
71-35	SBITA - SAMSARA	213	.00	0	2343	2322.94	99	237.64	2561	.42	100
71 **	PRINCIPAL	213	.00	0	2343	2322.94	99	237.64	2561	.42	100
72-00	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
72-35	SBITA - SAMSARA	3	.00	0	33	36.86	112	.64	38	.50	99
72 **	DEBT SERVICE - INTEREST	3	.00	0	33	36.86	112	.64	38	.50	99
91-01	TO GENERAL FUND (001)	0	.00	0	92872	92872.00	100	.00	92872	.00	100
91-21	TO WATER SEWER (421)	0	.00	0	0	.00	0	.00	0	.00	0
91-30	TO GF CAP PROJ (301)	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	0	.00	0	92872	92872.00	100	.00	92872	.00	100
94-01	TXFR TO GF OH ALLOC (001)	27344	27344.00	100	300784	300784.00	100	.00	328128	27344.00	92
94 **	INTERFUND TRANSFER	27344	27344.00	100	300784	300784.00	100	.00	328128	27344.00	92
FUND 423	TOTAL *****										
	STORMWATER UTILITY	333873	162619.79	49	3047751	2722740.66	89	306817.37	3381760	352201.97	90
GRAND	TOTAL *****										
		333873	162619.79	49	3047751	2722740.66	89	306817.37	3381760	352201.97	90

CITY COUNCIL AGENDA ITEM

Memo Date: September 5, 2025
Agenda Date: September 23, 2025
File ID: 2025-894
Prepared By: Zoie Badalov, Senior Budget Analyst
Through: Rebecca Bowman, Finance Director
Stockton Whitten, City Manager
Requested Action: In accordance with the Financial Operations Manual (FOM) the City Manager shall submit to City Council in the form of an agenda item any approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority.

BACKGROUND:

The attached spreadsheets reference construction projects with a previously authorized "contingency" as of August 31st, 2025. The report provides the project number, project description, construction contract cost of project, contingency amount authorized, date of City Council approval, resolution number for authorization of contingency, requisition numbers, and expenditure by fiscal year.

The second line of each project in the third column under "Construction contract not to exceed \$" references the contingency amount that the City Council or City Manager, if within his purchasing authority, has approved. The last line of each project provides the remaining balance as of the report date.

PRIORITY AREA CONNECTION:

Organizational Effectiveness

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Informational Item Only

FY 2025 Change Orders - CM authorized to execute

						Applied to Contingency	As of: Period 11								
Project #	Project Description + Details	Construction contract not to exceed \$	Labels	Resolution #	Requisition #	Requisition Amount	All Fiscal Years Cumulative	FY22 Cumulative Requisitions	FY23 Cumulative Requisitions	FY24 Cumulative Requisitions	FY25 Cumulative Requisitions	Cumulative Expenditures	FY2025 Expenditures	FY2024 Expenditures	FY2023 Expenditures
WS22IR/GR24IR**Internal Recycle Pump															
Op. Rev.		10,283,270	Expenses Before Contingency												
Project Manager:	John Perrin	607,984	*CMAR Contingency	2023-103											
Account #:	421-4120-536.63-00	689,954	*Owner Contingency	2024-004											
	424-4055-536.63-00	11,581,208	Total approved	2024-005											
	424-4120-536.63-00														
							Cumulative Req. Balances	FY 22	FY 23	FY 24	FY 25	Cumulative Expenditures	FY 25	FY 24	FY 23
Vendor:	Wharton-Smith Inc.			FY2024	47027	1,448,145	11,581,208	-	-	11,581,208	-	\$ 9,550,635	\$ 5,486,793	\$ 4,063,841	\$ -
PO #:	81414	-			47027-1	10,133,063									
*This project is a guaranteed maximum price contract which means Contingency is included in the PO Amount.															
**This amount is inclusive of a grant portion that was carved out and assigned to Project# GR24IR pursuant of resolution 24-055 which did not change any total costs for the project/PO															
GR2108Fiske Blvd/Broadmoor Acres Drainage Improvement															
Op. Rev.		262,847	Exp authorized before contingency												
Project Manager:	Frank Mirabito	42,500	Contingency and other costs authorized	2022-025											
Account #:	303-3570-538.63-08	305,347	Total approved	2024-044											
	424-4055-536.63-08														
							Cumulative Req. Balances	FY 22	FY 23	FY 24	FY 25	Cumulative Expenditures	FY 25	FY 24	FY 23
Vendor:	Tiera Inc.			FY2022-23	44454	218,163	294,442	262,847	-	-	31,595	\$ 294,414	\$ 125,305	\$ 169,109	\$ -
PO #:	79493	10,905			FY2024	44454-1									
					FY2025	44454-2									
					FY2025	44454-3									
GR2108Fiske Blvd/Broadmoor Acres Drainage Improvement															
Op. Rev.		5,471,015	Exp authorized before contingency												
Project Manager:	Frank Mirabito	2,405,102	Contingency and other costs authorized	2024-043											
Account #:	303-3570-538.63-00/73	7,876,117	Total approved	2024-090											
	423-3570-538.63-00/73														
	424-4055-536.63-00/73				FY2024	47365	5,471,015	7,871,784	-	-	7,424,780	447,004	\$ 7,196,623	\$ 3,130,558	\$ 4,066,065
Vendor:	Cathcart Construction Co.					47365-1	1,953,765								
PO #:	81782	4,333				47365-2	367,090								
						47365-3	79,914								
WS24LCOsage/ Anelica Improvements															
Op. Rev.		3,717,385	Exp authorized before contingency	2022-018											
Project Manager:		371,739	Contingency and other costs authorized	2022-092											
Account #:	424-4120-536.63-00	4,089,124	Total approved	2023-054											
							Cumulative Req. Balances	FY 22	FY 23	FY 24	FY 25	Cumulative Expenditures	FY 25	FY 24	FY 23
Vendor:	Atlantic Development of Cocoa			FY2024	47958	3,717,385	3,717,385	-	-	3,717,385	-	\$ 853,254	\$ 376,035	\$ 477,219	\$ -
PO #:	Vendor #: 05580														
	82211	371,739													
WS24WPFriday Road Improvements															
Op. Rev.		4,413,648	Total approved	2022-018											
Project Manager:		401,241	Contingency and other costs authorized	2022-092											
Account #:	424-4120-536.63-00	4,012,407	Total approved	2023-054											
							Cumulative Req. Balances	FY 22	FY 23	FY 24	FY 25	Cumulative Expenditures	FY 25	FY 24	FY 23
Vendor:	Atlantic Development of Cocoa			FY2024	47960	4,012,407	4,012,407	-	-	4,012,407	-	\$ 1,618,643	\$ 306,498	\$ 1,312,145	\$ -
PO #:	Vendor #: 05580														
	82212	401,241													

CITY COUNCIL AGENDA ITEM

Memo Date: September 18, 2025
Agenda Date: September 23, 2025
File ID: 2025-919
Prepared By: Monica Arsenault, City Clerk
Through: Stockton Whitten, City Manager
Requested Action: The City of Cocoa's Open Board Vacancies.

BACKGROUND:

The City of Cocoa currently has several vacancies on various boards and committees. This agenda item provides an overview of these vacancies, eligibility criteria and the application process for interested residents.

Current/Upcoming Vacancies:

Board of Adjustment

- 2 Alternate member vacancies

Code Enforcement Board

- 1 Regular member vacancy

Police Advisory Board

- 3 Regular member vacancies

Police Pension Board

- 1 Regular member vacancy

Sustainability Advisory Board

- 4 Regular member vacancies, 3 terms expired January 11, 2025

Eligibility Criteria:

- Must be a resident or owner of real property within the City limits of Cocoa.
- Must consent to a criminal background check.
- Be duly registered to vote in Brevard County.

- Must meet any other specific qualifications outlined in the board/committee's bylaws.
- Code Board: Additionally, appointments shall be made in accordance with applicable law and ordinances on the basis of experience or interest in the subject matter jurisdiction of the respective code enforcement board, in the sole discretion of the local governing body. The membership of each enforcement board shall, whenever possible, include an architect, a businessperson, an engineer, a general contractor, a subcontractor, and a realtor. § 162.05, Fla. Stat.
- CRA Boards: Additionally, any person may be appointed as commissioner if he or she resides or is engaged in business, which means owning a business, practicing a profession, or performing a service for compensation, or serving as an officer or director of a corporation or other business entity so engaged, within the area of operation of the agency, which shall be coterminous with the area of operation of the county or municipality, and is otherwise eligible for such appointment under this part. § 163.356, Fla. Stat.
- Police and Fire Pension Boards: Additionally, special rules apply. Chs. 175 and 185, Fla. Stat.
- Cocoa Housing Authority: Additionally, special rules apply. The Mayor appoints and Council approves per Ch. 421, Fla. Stat.

Application Process:

Interested residents can apply on the City of Cocoa's website at <https://www.cocoafg.gov/119/Vacancies>.

PRIORITY AREA CONNECTION:

Community Outreach and Engagement

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

N/A

RESOLUTION NO. 2024-049

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; ESTABLISHING A BOARD APPOINTMENT POLICY AND PROCEDURE FOR THE CITY COUNCIL TO UTILIZE WHEN MAKING APPOINTMENTS TO CITY BOARDS AND COMMITTEES; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, Section 2-58 of the Code of Ordinances of the City of Cocoa provides uniform procedures and requirements for establishing and/or abolishing boards and committees, appointing and removing members thereof, and conducting board and committee business; and

WHEREAS, the City Council of the City of Cocoa has established multiple boards and committees pursuant to the authority granted to the Council in Section 2-58 which serve to assist the City Council with tasks critical to efficient administration of City government and to provide members of the public with an opportunity to serve their community; and

WHEREAS, Section 2-58(e) of the Code of Ordinances provides that “all persons shall be appointed to, and removed from city boards and committees by majority vote of the city council,” and shall “serve at the pleasure of the city council;” and

WHEREAS, the City Council desires, via this Resolution, to create a uniform procedure which the City Council shall follow when appointing members to serve on City boards and/or committees; and

WHEREAS, providing a standardized board appointment process will serve to enhance the public’s confidence in the municipal services delegated to, and performed by, City boards and committees and to ensure that decisions of boards and committees are in the best interests of the City; and

WHEREAS, nothing in this Resolution is intended to supersede or conflict with Section 2-58 of the City Code and is merely intended to supplement the uniform procedures codified in such section; and

WHEREAS, this Resolution shall not apply to nor govern the process for filling vacancies on the City Council, which is addressed in Article III, Section 10 of the City Charter; and

WHEREAS, the City Council of the City of Cocoa, Florida, hereby finds this Resolution to be in the best interests of the public health, safety, and welfare of the citizens of the City of Cocoa; and

NOW, THEREFORE, BE IT RESOLVED 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. **Establishment of Board and Committee Appointment Process.**

BOARD AND COMMITTEE APPOINTMENT PROCESS

1. Board and Committee Member End-of-Term and Vacancy Procedures; Reappointment.

- a. The City Clerk shall notify the City Manager of the impending expiration of an appointment term for a currently serving board or committee member at least ninety (90) days prior to such expiration of their term or upon receiving a written resignation notice from a currently serving board or committee member.
- b. The vacancy or potential vacancy shall be advertised to the public by posting a notification of such vacancy on the City's website, social media, and newsletter, and by such other means directed by the City Manager. Such advertisement shall invite the public to apply for membership on the Board or Committee. Alternate members of the Board or Committee shall also be extended an invitation to apply for the vacancy.
- c. If a Board or Committee Member's term is expiring, they will be invited to apply for reappointment. Board and Committee members shall be informed that the Code of Ordinances, Section 2-58(f), provides that no board or committee member shall serve more than three (3) consecutive full terms on the same board or committee. However, the City Council has reserved the right to waive the term limitation set forth in Section 2-58(f) when the Council determines that the applicant pool of eligible persons desiring to serve on a board or committee is insufficient for any reason to appoint a different person to replace the board or committee member being termed out. Board or committee members applying for reappointment shall be considered for reappointment in accordance with Section 3 below and amongst other candidates that have applied for the seat, if any.
- d. Persons wishing to be considered for appointment to a City board or committee must submit an online application for appointment to the City Clerk's Office no later than thirty (30) calendar days after the vacancy or potential vacancy is advertised. Vacancy advertisements may be extended at the discretion of the City Manager. Application assistance is available through the City Clerk's Office by phone (321) 433-8480 or email cityclerk@cocoafl.gov.
- e. The City Clerk's Office shall review the applications, assess applicants' qualifications for the position to which they have applied in accordance with Section 2-58 of the Code of Ordinances, and conduct background checks of each applicant upon receipt.

- f. The City Council shall consider applicants for the seat at its next regularly scheduled meeting following the closing of the period for acceptance of applications and the completion of the investigation into the qualifications of the applicants and shall vote to appoint or reappoint a member either (1) immediately for a currently vacant seat; or (2) effective upon the expiration of the term of the currently serving member for an upcoming vacancy on the board or committee. The City Clerk shall attempt to schedule consideration of the appointment no later than the first City Council meeting of the month prior to the term expiration to ensure seats will be filled.
- g. Appointees approved by the City Council will assume their Board Member or Committee Member positions and responsibilities immediately upon the expiration of the incumbent Member's term, or immediately for the remainder of the term if the seat has an unexpired term and is vacant.
- h. Reappointments may be made in accordance with Section 3 below.

2. Qualification of Board and Committee Members and Factors to be Considered during Appointment

- a. All board and committee members must meet the requirements of Section 2-58(c) of the City of Cocoa Code of Ordinances, as may be amended from time to time. Any person nominated, elected, or appointed to serve on a board or committee of the City shall satisfy the following requirements, except as otherwise provided by state or federal law:
 - i. Applicants must complete an application as prescribed by the City Council;
 - ii. Applicants must consent to a standard criminal background check;
 - iii. Applicants must be a resident or owner of real property, and a registered voter as defined in Section 2-58 of the City Code unless the City Council by unanimous vote waives this requirement upon a determination that a vacancy on a board or committee must be filled by a person with specialized skills and training and a resident or owner of real property and who is a registered voter with such skills and training cannot be reasonably found to fill the vacancy. If said requirement is waived, the vacancy shall only be filled by a person who is a resident or an owner of real property within the city; and
 - iv. Applicants must never have been convicted or found guilty, regardless of adjudication, of a felony in any jurisdiction, any plea of nolo contendere shall be considered a conviction for purposes of this paragraph, unless civil rights have been restored.
 - v. Any other requirements imposed by state law applicable to a board or committee.
- b. All applicants shall abide by and be subject to the provisions of Chapter 112, Florida Statutes, Part III, pertaining to the Code of Ethics for Public Officers and Employees, and shall meet any requirements set forth therein.
- c. City employees shall not be permitted to apply to Boards or Committees unless otherwise approved by the City Manager.

- d. The City Council shall take into consideration general qualifications in analyzing an applicants' fitness for a particular board or committee appointment. General qualifications for the City Council to consider when reviewing applicants shall include, but not be limited to, the following:
 - i. Whether applicant has relevant expertise related to the purpose and function of the board or committee.
 - ii. Whether the applicant is interested in serving their community.
 - iii. The applicant's professional business experience, including but not limited to their degree of involvement in managing a business or other corporate entity.
 - iv. Applicant's willingness to perform all board or committee member responsibilities and duties.
 - v. Applicant's ability to commit the time necessary to fulfill such duties and responsibilities required of board or committee members, including attending scheduled meetings.
 - vi. Applicant's knowledge of the respective roles of the City Council and board or committee members, and knowledge of the general operation of the City.
 - vii. The applicant's personal integrity, character, intelligence, and ability to work well with others.
 - viii. Geographic diversity of the Board with respect to residency in each of the single member voting districts.
 - ix. Whether the Applicant already serves on another Board or Committee. In some cases, such as where the Boards or Committees possess final decisionmaking authority, appointment on two Board or Committees will be prohibited.

3. Reappointment Process for Board and Committee Members

- a. All Board Members shall serve terms as outlined in the Code of Ordinances, Section 2-58. Members who have not exceeded their maximum allowable number of terms may be reappointed by the City Council and will be considered along with any new applicants who have applied for the position. Factors to be considered in the reappointment include, but are not limited to, the following:
 - i. The member's satisfaction of the general qualifications under Section 2.
 - ii. The demonstrated ability of the member to work collaboratively with the City Staff and the City Council to further the goals and tasks of the City of Cocoa.
 - iii. The overall performance and level of commitment by the member to the board or committee on which they serve.

4. Voting on Appointments by Ballot

- a. In circumstances where there are more applicants for membership on a board or committee than there are vacancies for that board or committee, the City Council

shall vote by ballot to choose the next member or members of said board or committee.

b. Process for Voting by Ballot:

- i. The City Clerk shall create ballots, one for each City Councilmember, which contain the names of all board/committee applicants and a space for Councilmembers to rank said applicants.
- ii. At the public meeting at which the Council will appoint board or committee members, during the section of the agenda where appointment is to take place, the Clerk shall provide the Councilmembers with the ballots.
- iii. Councilmembers shall, on their ballots, write their name and indicate the order in which they prefer all applicants, placing the numeral 1 beside their first preference, the numeral 2 beside their second preference, and so on for every possible choice.
- iv. Once all Councilmembers have completed their ballots, the Clerk shall collect all ballots and tally the votes for each applicant. The City Clerk shall announce the applicant with the lowest number of points, who shall be appointed to the seat. If there are multiple seats open, the applicant with the second lowest number of points shall be appointed as well, and so on. If multiple seats are open with different term lengths, the applicant with the lowest number of points shall be appointed to the seat with the longest term, the applicant with the second lowest number of points shall be appointed to the seat with the second longest term, and so on.
- v. The applicants selected in accordance with the ballot voting procedure shall be appointed to the vacant board or committee seat by motion of the City Council.

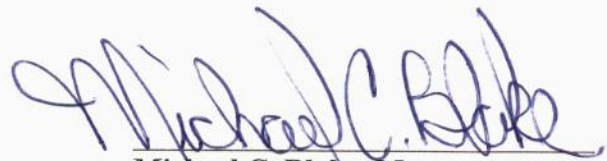
- c. The process of voting by ballot herein adopted supersedes the procedure for appointments of boards and committees established in Resolution 2013-99 of the City Council Rules of Procedure, Article XII, Section A.

Section 3. **Repeal of Prior Inconsistent Resolutions.** All resolutions or parts of resolution in conflict herewith are hereby repealed to the extent of the conflict.

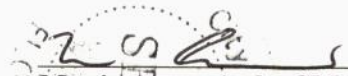
Section 4. **Severability.** If any section, subsection, sentence, clause, phrase, word, or portion of this Resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portion hereto.

Section 5. **Effective Date.** This Resolution shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

ADOPTED in a Regular Meeting of the City Council of the City of Cocoa, Florida, this 4th day of June, 2024.


Michael C. Blake, Mayor

ATTEST:


Monica Arsenault, CMC, City Clerk



CITY COUNCIL AGENDA ITEM

Memo Date: September 18, 2025
Agenda Date: September 23, 2025
File ID: 2025-920
Prepared By: Monica Arsenault, City Clerk
Through: Stockton Whitten, City Manager
Requested Action: Bi-Weekly Report for August 22, 2025 - September 18, 2025.

BACKGROUND:

N/A

PRIORITY AREA CONNECTION:

Community Outreach and Engagement
Organizational Effectiveness

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

N/A



Office of the City Manager
65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-8660

To: Mayor and City Council Members

From: Stockton Whitten, City Manager

Date: August 22 – September 18, 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.

City Clerk's Office

Public Records Requests received:

- Open: 5
- Closed: 18
- Fees Collected: \$0

Human Resources

- Employment opportunities link:
<https://www.governmentjobs.com/careers/cocoafl>
- New employees:
 - Trimaine Asphall, Customer Service Representative, Finance
 - Jamilette Suarez, License Permit Technician, Community Services
 - Diana Marx, Communications Officer, Police
 - Jason Casado, Maintenance Worker I, Utilities
 - Janyla Hall, Facility Attendant, Growth & Economic Development

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- Gregory Browder, Economic Development Specialist, Growth & Economic Development
- Recent promotions:
- Upcoming retirements: None

Communication and Economic Development

- Media Stories:
- New News Releases:
- Social media/e-newsletter statistics:
 - Facebook (August 18 – September 17, 2025)
 - Post reach: 111.0k
 - Simple engagement: 1,624
 - Impressions: 118.4k
 - Followers: 17,683
 - Twitter
 - Followers: 3,774
 - LinkedIn (August 17 – September 15, 2025)
 - Impressions: 978
 - Followers: 1,547
 - NextDoor (August 17 – September 17, 2025)
 - Impressions: 738
 - Members: 6,186
 - September e-Newsletter (sent 9/5/25)
 - Sent to 2,333 contacts
 - 54% open rate (average open rate for email marketing in 2024 was 20%)
 - Next printed FYI Newsletter mails October 1, 2025
- Upcoming special events at Leisure Services facilities:

Community Services – update 9/18/25

- New businesses – August 1, 2025 – September 18, 2025**

Commercial Business Name / DBA	Physical Address	# FT Employees	# Pt Employees	Council District	Description
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VasWeb Vasectomy Doctors, LLC	226 King St #130, 32922	5	0	1	Family planning and vasectomy services
Lucia Jewelry LLC	25 Stone St, 32922	1	0	1	Jewelry and gift shop
Janee's Cozy Nook	308 Brevard Ave, 32922	1	0	1	Clothing, jewelry, and small gifts shop
Orange Pest Control	580 Cox Rd, 32926	10	0	3	Pest control services
Genesis Power and Technology Inc	120 Forrest Ave, 32922	12	0	1	Electrical contractor office
Robertson's Lawns Inc	580 Cox Rd #102, 32926	45	0	3	Landscaping services
Secret Stems LLC	1633 N Cocoa Blvd, 32922	1	0	2	Floral shop
A to Z Coatings Investments LLC DBA Jones Sheet Metal Company	111 Brunson Ave, 32922	3	0	1	Metal fabrication
Patinaed & Co LLC	631 Brevard Ave Units A & B, 32922	2	5	1	Flower and coffee/pastry shop
Antique Adoption Center	19 Stone St, 32922	0	0	1	Antique and collectable shop
East Coast Christian Center Inc	2010 N Cocoa Blvd, 32922	38	14	4	Church
Ms V Skincare & Beauty Bar LLC	2428 Clearlake Rd Bld K, 32922	2	0	4	Skin care and waxing services

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Prote-GFL LLC	412 Bellaire Dr, 32922	0	1	4	Accounting and bookkeeping services
Federal Express Corporation #329	3155 Grissom Pkwy, 32926	27	204	3	Warehouse trucking facility
Kwik Dry International LLC	900 Dixon Blvd, 32922	5	0	2	Office for carpet, upholstery, and duct cleaning
Teknique Boxing LLC	1541 N Cocoa Blvd #104, 32922	1	2	2	Boxing gym
BP MHP LLC	920 Boardwalk Ln, 32922	2	0	2	Mobile home park
Brevard Resuscitation Specialist	310 Brevard Ave, 32922	1	0	1	AED machine service and maintenance
Sunbelt Rentals Inc	555 S Industry Rd, 32926	9	0	3	Construction equipment rentals
Emerald Key Wellness	26 Oleander St, 32922	1	2	1	Wellness clinic
Home Business BTR	Physical Address	# FT Employee s	# PT Employees	Council District	Description
None					

August 22 – September 18: building inspections – 251

August 22 – September 18: building permits issued – 104

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Finance

No report

Fire Department

Information Technology

- Project updates/highlights:
- Helpdesk stats for 8/22/2025 - 9/18/2025:
- Helpdesk tickets: ____ new tickets opened
____ tickets closed/resolved

Police Department Updated August 22 – September 18, 2025

- Activity/Event highlights:
- New project/training updates:
- Chief's walk highlights:
- Community engagement highlights/events:
- Call stats-Crime Stats: August 22, 2025 – September 18, 2025
 - Property Crimes Offenses have decreased by ____%
 - Violent Crime Offenses decreased by ____%

Public Works

- **City**
 - Fiske Boulevard and Broadmoor Acres Drainage and Roadway Improvements Project – Completed
 - Lee Wenner Park Parking Lot – Substantially Complete, Punch List Items Started
 - Stradley Park Football Concession Rehab – In Construction
 - Work order stats: (received/closed) _167__ received / _152__ closed
 - Residential Bulk Green Waste Requests This Period: _65__
 - Projects of interest managed by other agencies (FDOT, County, Brightline, etc.):
- **FDOT**
 - SR 528 Widening and Reconstruction (407402-3) – In Design

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- SR 524 Design (437983-1) – In Design
- **Brightline/FEC**
 - Railroad Crossing Elimination Project – In Design
- **County**
 - Dixon Blvd. And Pineda St. Intersection Improvements Project – In Construction

Utilities

- Capital Project Updates:
<https://www.cocoafl.org/1660/Utilities-Capital-Improvement-Projects>
- WFO Issued Work Orders –
- WFO Completed Work Orders –
- Hydrants Flushed –
- Valves Exercised –
- Utility Locate Requests –
- SFO Issued Work Orders –
- SFO Completed Work Orders –

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