



**Agenda
City of Cocoa
Regular Meeting**

**October 28, 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 October 28, 2025.
2. Minutes: 1st Budget Hearing of September 3, 2025.
3. Minutes: Regular Meeting of September 9, 2025.

III. Awards and Presentations:

1. Proclamation recognizing Viewpoint with Seeta and Friends community radio show for their Fifteen Years in the City of Cocoa.
2. Proclamation Recognizing November 9 - 15, 2025 as Law Enforcement Records Personnel Week

IV. Delegations:

In accordance with the City Council's rules and procedures, residents or tax-payers of the City (upon any subject of general or public interest), City employees (regarding his/her employment), water and sewer customers (on matters related to the City's water and/or sewer system), and any person on any item on the agenda (except Emergency items, Ministerial items, Quasi-judicial items, and Public Hearing items), may address the City Council under Delegations by filling out a speaker card. Speaker cards are located in the Council Chamber lobby and should be provided to the City Clerk. Please observe the time limit of three (3) minutes while speaking under Delegations. Delegations shall be limited to thirty (30) minutes unless extended by Council.

V. Consent Agenda:

1. Approve the installation of Inclusive Playground Equipment at Provost Park

using fund balance in the amount of \$99,538.60 to Playmore Recreational Products & Services utilizing Sourcewell contract #010521-LTS; Approve a Resolution Amending the FY26 Budget, BAF #2026-013-A; and Authorize the City Manager to execute the contract, issue the purchase order, and execute any necessary construction rider(s).

2. Approve the utilization of the Piggyback Contract under IFB #21-01MK with J & M Materials of Riverview, Inc. for the disposal of residual sludge products from the Claude H. Dyal Water Treatment Plant in the amount of \$250,000.00; Authorize the City Manager to Approve Contracts, Amendments and Purchases up to this amount.
3. Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making Sole Source Purchase with Myra Planning and Design in the amount of \$87,587 for the Master Plan Design of Provost Park Improvements, including: 2 soccer mini pitches, fitness court, parking lot, and other amenities. Approve a Resolution Amending the FY26 Budget, BAF # 26-012-T-PW. Authorize the City Manager to execute the contract and issue the purchase order.
4. Planning and Zoning Fee Resolution 2025-069
5. Approve the purchase of a Vermeer D8x12 Horizontal Directional Drill Package for the Utilities Department from Vermeer Southeast of Orlando, Florida, in the amount of \$174,916.62, utilizing the Florida Sheriffs Association Cooperative Contract No. FSA23-EQU21.
6. Approve Task Order 2026-17 to contract Q-23-13-COC with Carollo Engineers, Inc. in the amount of \$247,530.00 to assist Sewer Field Operations (SFO) in Project Management Coordination, Technical Support and Review, SCADA Maintenance, Data Collection and Support, and Manhole/Gravity Sewer Program Maintenance
7. Approval for a requested street closure outside of the Central Business District
8. Announcement of Mayor Blake, Deputy Mayor Weeks, Councilmember Koss, and Councilmember Goins to attend the Florida League of Cities Legislative Conference from December 3- December 5, 2025.
9. To Approve the Change Order for Connect Consulting, Inc. to add additional funds to FY25 PO#83062 in the amount of \$1,595.00 to pay the difference for the Final Invoice #3579 for the work that was completed with the Piggyback Contract Agreement utilizing Palm Coast contract RFSQ-CD-20-31 with Connect Consulting, Inc. (CCI), High Springs, Florida for Professional

Hydrogeological Services, Project No. WS1106 in an Amount Not to Exceed \$250,000.00 for FY 2025. Authorize the City Manager to approve the Change Order in the amount of \$1,595.00 for a total cost for FY25 \$251,595.00.

10. Council Approval to Enter into a multi-year contract with NEOGOV a parent company of POWERDMS in the amount of \$24,937 for POWERVETTED and POWERENGAGE subscription over a two year time period.
11. Authorize the City Manager to execute a purchase agreement with Tyler Technologies, Inc. for the procurement and implementation of the Enforcement Mobile E-Citation and E-Crash software in the amount of \$54,238 based off Sourcewell Contract 06062-TTI, and to approve an amendment to the annual maintenance for the existing Tyler Aegis Public Safety platform with a current cost of **\$139,373.13 for a total of \$193,611.13**. Approve a Resolution to Waive Competitive Bidding for the existing services.
12. Authorize the City Manager to execute FY25 change orders to PO# 82854 in the amount of \$32,998.98 to cover additional operating expenses and a change order to PO#83130 in the amount of \$28,812.14 to cover additional parts and services expenditures for departmental vehicles and equipment utilizing Sourcewell Contract #110520-GPC with Genuine Parts Company (dba Napa Auto Parts).
13. Approve Resolution 2025-082 providing a temporary waiver of Building Permit Fees for repairs related to building or structural damage caused by the Storm Event on October 26-27, 2025.

VI. Public Hearings:

1. Second Reading of Ord. 10-2025 Uptown Forrest Future Land Use Map Amendment
2. Resolution 2025-077 Modwash Lot Split

VII. Council Business:

1. Consider the Reappointment of Todd Anderson and Aleck Greenwood to the Planning and Zoning Board through November 2028.
2. Consider the appointment of Susan Milhoan or Rex Philpot to fill one Alternate Member Vacancy on the Planning and Zoning Board.
3. City Council approval of the 2026 Legislative Priorities and State Appropriations Requests.

VIII. City Business:

1. Outdoor Programmable Digital L.E.D. Message Board

IX. Informational Agenda:

1. 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.
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. FY 2025 September Budget Adjustment Report
4. Informational Only - The City of Cocoa's Open Board Vacancies.
5. Bi-Weekly Report for October 10, 2025 - October 23, 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 marсенault@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
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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: October 28, 2025
File ID: 2025-793
Prepared By: Breanna Earley, Assistant City Clerk
Through: Stockton Whitten, City Manager
Requested Action: Approve the October 28, 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 October 28, 2025 Regular City Council meeting agenda as written or with amendments.



**Agenda
City of Cocoa
Regular Meeting**

October 28, 2025

6:00 PM

65 Stone Street, Cocoa, FL 32922

This Agenda may be Amended up until or at the Meeting

I. Opening Matters:

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

II. Approval of Agenda and Minutes:

1. Agenda: Regular Meeting of October 28, 2025. (2025-793)
2. Minutes: 1st Budget Hearing of September 3, 2025. (2025-794)
3. Minutes: Regular Meeting of September 9, 2025. (2025-993)

III. Awards and Presentations:

1. Proclamation recognizing Viewpoint with Seeta and Friends community radio show for their Fifteen Years in the City of Cocoa. (2025-918). (Councilmember Koss)
2. Proclamation Recognizing November 9 - 15, 2025 as Law Enforcement Records Personnel Week. (2025-989). (Police Chief)

IV. Delegations:

In accordance with the City Council's rules and procedures, residents or tax-payers of the City (upon any subject of general or public interest), City employees (regarding his/her employment), water and sewer customers (on matters related to the City's water and/or sewer system), and any person on any item on the agenda (except Emergency items, Ministerial items, Quasi-judicial items, and Public Hearing items), may address the City Council under Delegations by filling out a speaker card. Speaker cards are located in the Council Chamber lobby and should be provided to the City Clerk. Please observe the time limit of three (3) minutes while speaking under Delegations. Delegations shall be limited to thirty (30) minutes unless extended by Council.

V. Consent Agenda:

1. Approve the installation of Inclusive Playground Equipment at Provost Park using fund balance in the amount of \$99,538.60 to Playmore Recreational Products & Services utilizing Sourcewell contract #010521-LTS; Approve a Resolution

Amending the FY26 Budget, BAF #2026-013-A; and Authorize the City Manager to execute the contract, issue the purchase order, and execute any necessary construction rider(s). (2025-963). (Public Works Director)

2. Approve the utilization of the Piggyback Contract under IFB #21-01MK with J & M Materials of Riverview, Inc. for the disposal of residual sludge products from the Claude H. Dyal Water Treatment Plant in the amount of \$250,000.00; Authorize the City Manager to Approve Contracts, Amendments and Purchases up to this amount. (2025-965). (Utilities Director)
3. Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making Sole Source Purchase with Myra Planning and Design in the amount of \$87,587 for the Master Plan Design of Provost Park Improvements, including: 2 soccer mini pitches, fitness court, parking lot, and other amenities. Approve a Resolution Amending the FY26 Budget, BAF # 26-012-T-PW. Authorize the City Manager to execute the contract and issue the purchase order. (2025-966). (Public Works Director)
4. Planning and Zoning Fee Resolution 2025-069. (2025-640). (Planner)
5. Approve the purchase of a Vermeer D8x12 Horizontal Directional Drill Package for the Utilities Department from Vermeer Southeast of Orlando, Florida, in the amount of \$174,916.62, utilizing the Florida Sheriffs Association Cooperative Contract No. FSA23-EQU21. (2025-970). (Utilities Director)
6. Approve Task Order 2026-17 with Carollo Engineers, Inc. to assist Sewer Field Operations (SFO) in Project Management Coordination, Technical Support and Review, SCADA Maintenance, Data Collection and Support, and Manhole/Gravity Sewer Program Maintenance. (2025-971). (Utilities Director)
7. Approval for a requested street closure outside of the Central Business District. (2025-979). (Comm. & Economic Dev. Director)
8. Announcement of Mayor Blake, Deputy Mayor Weeks, and Councilmember Goins to attend the Florida League of Cities Legislative Conference from December 3-December 5, 2025. (2025-980). (City Clerk)
9. To Approve the Change Order for Connect Consulting, Inc. to add additional funds to FY25 PO#83062 in the amount of \$1,595.00 to pay the difference for the Final Invoice #3579 for the work that was completed with the Piggyback Contract Agreement utilizing Palm Coast contract RFSQ-CD-20-31 with Connect Consulting, Inc. (CCI), High Springs, Florida for Professional Hydrogeological Services, Project No. WS1106 in an Amount Not to Exceed \$250,000.00 for FY 2025. Authorize the City Manager to approve the Change Order in the amount of \$1,595.00 for a total cost for FY25 \$251,595.00. (2025-981). (Utilities Director)
10. Council Approval to Enter into a multi-year contract with NEOGOV a parent company of POWERDMS in the amount of \$24,937 for POWERVETTED and POWERENGAGE subscription over a two year time period. (2025-972). (Police Chief)
11. Authorize the City Manager to execute a purchase agreement with Tyler Technologies, Inc. for the procurement and implementation of the Enforcement

Mobile E-Citation and E-Crash software in the amount of \$54,238 based off Sourcewell Contract 06062-TTI, and to approve an amendment to the annual maintenance for the existing Tyler Aegis Public Safety platform with a current cost of **\$139,373.13 for a total of \$193,611.13**. Approve a Resolution to Waive Competitive Bidding for the existing services. (2025-975). (Police Chief)

12. Authorize the City Manager to execute FY25 change orders to PO# 82854 in the amount of \$32,998.98 to cover additional operating expenses and a change order to PO#83130 in the amount of \$28,812.14 to cover additional parts and services expenditures for departmental vehicles and equipment utilizing Sourcewell Contract #110520-GPC with Genuine Parts Company (dba Napa Auto Parts). (2025-994). (Public Works Director)
13. Approve Resolution 2025-082 providing a temporary waiver of Building Permit Fees for repairs related to building or structural damage caused by the Storm Event on October 26-27, 2025. (2025-1019). (Community Services Director) **Walk-on Item.**

VI. Public Hearings:

1. Second Reading of Ord. 10-2025 Uptown Forrest Future Land Use Map Amendment. (2025-938). (Planner)
2. Resolution 2025-077 Modwash Lot Split. (2025-982). (Planner)

VII. Council Business:

1. Consider the Reappointment of Todd Anderson and Aleck Greenwood to the Planning and Zoning Board through November 2028. (2025-991). (City Clerk)
2. Consider the appointment of Susan Milhoan or Rex Philpot to fill one Alternate Member Vacancy on the Planning and Zoning Board. (2025-152). (City Clerk)
3. City Council approval of the 2026 Legislative Priorities and State Appropriations Requests. (2025-990). (Comm. & Economic Dev. Director)

VIII. City Business:

1. Outdoor Programmable Digital L.E.D. Message Board. (2025-1005). (City Manager)

IX. Informational Agenda:

1. 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. (2025-974). (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. (2025-975). (Finance Director)

3. FY 2025 September Budget Adjustment Report. (2025-976). (Finance Director)
4. Informational Only - The City of Cocoa's Open Board Vacancies. (2025-995). (City Clerk)
5. Bi-weekly Report from October 10, 2025 – October 23, 2025. (2025-992). (City Manager)

X. Reports:

XI. Adjournment:

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CITY COUNCIL AGENDA ITEM

Memo Date: July 30, 2025
Agenda Date: October 28, 2025
File ID: 2025-794
Prepared By: Breanna Earley, Assistant City Clerk
Through: Stockton Whitten, City Manager
Requested Action: Approve the September 3, 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 September 3, 2025 Regular City Council meeting minutes as written or with amendments.

MINUTES
City of Cocoa
Regular Meeting of The City Council

September 3, 2025

A Regular City Council Meeting was held on Wednesday, September 3, 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 Hearn led the assembly in the Pledge of Allegiance.

The Recording Secretary took the roll.

PRESENT:	Michael C. Blake	Mayor
	Patricia Weeks	Deputy Mayor
	Alex Goins	Councilmember
	Lavander Hearn	Councilmember
	Lorraine Koss	Councilmember
	Anthony Garganese	City Attorney
	Stockton Whitten	City Manager
	Lori Chabot	Recording Secretary

ABSENT:

OTHER STAFF MEMBERS PRESENT:

Abby Morgan, Public Works Director; Rebecca Bowman, Finance Director; Jennifer Justiniano, Acting Community Services Director; Jonathan Lamm, Fire Chief; Evander Collier, Police Chief; Jack Walsh, Utilities Director; Samantha Senger,

Communications and Economic Development Director; Rob Beach, Chief Technology Officer; and Dalyn Sims, Helpdesk Support Tech.

II. Approval of Agenda and Minutes:

1. Agenda: Regular Meeting of September 3, 2025. (2025-763)
2. Presentation – City of Cocoa Informational Data

* **MOTION by Mayor Blake; Seconded by Deputy Mayor Weeks to approve the Agenda for the September 3, 2025, meeting with an amendment to add a presentation (Item II.2) provided by Director Bowman.**

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

At this point, the added presentation was provided which offered information about the millage rate, how it works, as well as the City expenses.

Deputy Mayor Weeks asked about dollars given to the County Commission and what they were for. Director Bowman replied with an explanation as to what the costs are. City Manager Whitten added everyone pays the County for Countywide services, i.e. parks, SCAT, and Sheriff's Offices.

Mayor Blake asked to adjust the agenda to hear the Public Hearing items first.

Consensus was granted to adjust the agenda as stated, with the exception of Councilmember Koss who disagreed.

Director Bowman continued with her presentation for Public Hearing item VI.1. She explained the process for the millage rate item and the budget finalization.

Mayor Blake opened the item to the public for comments.

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

III. Delegations:

IV. Consent Agenda:

1. Authorize an increase to the existing purchase order with PDCS, LLC for Fire Inspection Services, Plan Review, and Community Risk Reduction Services from \$185,000 to

\$250,192 for FY25. Approve a budget amendment, BAF# 25-081T, in the amount of \$55,000 to support this increase. Authorize the City Manager to approve purchases and budget transfers up to \$225,000 if needed. (2025-850) (Fire Chief)

- * **MOTION by Deputy Mayor Weeks; Seconded by Mayor Blake to authorize an increase to the existing purchase order with PDCS, LLC for Fire Inspection Services, Plan Review, and Community Risk Reduction Services from \$185,000 to \$250,192 for FY25. Approve a budget amendment, BAF#25-081T, in the amount of \$55,000 to support this increase. Authorize the City Manager to approve purchases and budget transfers up to \$225,000 if needed.**

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. To Approve Task Order No. 2025-57 to Jacobs Engineering Group, Inc., to provide Dyal WTP Groundwater Sludge Dewatering Facility – Design, Permitting, and Bidding, WS25SL, in the amount of \$615,322,00; Approve a budget transfer to the FY2025 Budget, BAF#25-79-A. (2025-825) (Utilities Director)

- * **MOTION by Deputy Mayor Weeks; Seconded by Mayor Blake to Approve Task Order No. 2025-57 to Jacobs Engineering Group, Inc., to provide Dyal WTP Groundwater Sludge Dewatering Facility – Design, Permitting, and Bidding, WS25SL, in the amount of \$615,322,00; Approve a budget transfer to the FY2025 Budget, BAF#25-79-A.**

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VI. Public Hearings:

1. Conduct a Public Hearing on the Tentative Millage Rate and the Tentative FY2026 Budget and:

Adopt Resolution No. 2025-58 adopting a tentative millage rate of 6.9532 mills for the City of Cocoa, commencing on October 1, 2025, and ending September 20, 2026.

Councilmember Koss asked what amount would we generate if the City did not roll back? In response, it was stated \$400,000 dollars.

Deputy Mayor Weeks reiterated wanting to go back to the roll back rate. She would like to give people a break somehow.

Councilmember Koss replied that this could be the year the City could roll back and she would like to see that.

Mayor Blake responded by reminding everyone of the City's accomplishments and how the community is pleased with the reduction of crime. He added that we have invested in the community with positive results.

- * **MOTION by Mayor Blake; Seconded by Councilmember Hearn to Adopt Resolution No. 2025-58 adopting a tentative millage rate of 6.9532 mills for the City of Cocoa, commencing on October 1, 2025, and ending September 20, 2026.**

AYES: Blake, Goins, Hearn

NAYS: Koss, Weeks

THE MOTION CARRIED (3-2)

City Manager Whitten gave his explanation regarding the proposed millage rate vs the rollback rate, what the dollar difference would be and the full effect on the City's budget. The Cocoa budget is structurally different than most cities. Only 39% of the properties in the city are taxable and they carry the burden, and more the reason to shore up the tax base. He continued, the slide (Cities Ranked) explains the difference; stating it has the 2nd highest tax rate but lowest percentage of tax revenues and the 400,000 is roughly .007 but if you strip the utility revenue then it is a much larger part of that.

Councilmember Goins suggested that it may be valuable to have a statement provided with a breakdown at the next meeting and City Manager Whitten stated that can be done.

Deputy Mayor Weeks appreciates where the City is going and agrees they have come a long way. She asked if that percentage is homeowners or commercial. In response, Director Bowman replied it was homeowners.

Deputy Mayor Weeks further asked what would the percentage be if you combined the 39% homeowners with Commercial? She asked if that could be brought back for the next meeting.

Adopt Resolution No. 2025-59 adopting the FY2026 tentative budget and CIP for the City of Cocoa Fiscal Year, commencing on October 1, 2025, and ending on September 30, 2026. (2025-854) (Finance Director)

Director Bowman reviewed the budget proposed and stated the CIP plan is in this portion as well. She continued reviewing the categories of the budget giving explanations for each of the funds, revenue sources and the departmental budgets showing the changes. She also explained the CIP Plan that will be a part of the budget.

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

- * **MOTION by Councilmember Goins; Seconded by Councilmember Hearn to Adopt Resolution No. 2025-59 adopting the FY2026 tentative budget and CIP for the City of Cocoa Fiscal Year, commencing on October 1, 2025, and ending on September 30, 2026.**

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED -UNANIMOUSLY (5-0)

VII. Adjournment:

- * **MOTION by Deputy Mayor Weeks; Seconded by Councilmember Koss to adjourn the Regular meeting of September 3, 2025.**

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

The meeting adjourned at 6:51 p.m.

Michael C. Blake, Mayor

ATTEST:

Monica Arsenault, City Clerk
(Transcribed by Lori Chabot, Recording Secretary)



FY 2026 Budget Presentation
Tentative Budget Hearing
Special City Council Meeting
September 3rd, 2025



TRIM (Truth in Millage) Process

❑ Step 1

Adopt the FY 2026 Tentative Millage Rate

Note: The tentative millage rate cannot exceed the millage rate of 6.9532 approved by City Council on July 22, 2025, by a (3-2) vote.

The FY 2025 Budget was developed with assumptions of Ad Valorem Revenue at 6.9532 Mills @ 95% (State requires at least 95%), to support ongoing operational needs.

❑ Step 2

Adopt the FY 2026 City of Cocoa Tentative Budget



Objectives of This Tentative Budget Hearing

- Adopt a Tentative Millage Rate for FY 2026
- Adopt a Tentative Budget for FY 2026
- Set 2nd, Final Public Hearing – September 16, 2026, at 6:00p.m., Cocoa City Hall, 65 Stone Street, Cocoa, FL 32922

The City must have a balanced budget by October 1, 2025

This Tentative Budget Hearing was publicly advertised via the Notice of Proposed Property Taxes



FY 2026 Comparative City Rates

Ranking	Municipality	Current	Rolled-back	Proposed	Ad Valorem
1	Satellite Beach	7.9812	7.6505	7.9000	\$ 2,881,177
2	Cocoa	6.9532	6.7367	6.9532	\$ 13,583,865*
3	Palm Bay	6.7339	6.4071	6.7339	\$ 67,189,256
4	Melbourne	6.5466	6.2927	6.6703	\$ 56,357,410
5	Titusville	6.5817	6.1938	6.3000	\$ 23,090,658
6	Indialantic	5.9999	5.6717	6.2388	\$ 4,382,963
7	Cocoa Beach	6.1644	5.6945	6.0000	\$ 18,779,527
8	Indian Harbour Bch.	5.5168	5.3000	5.5099	\$ 8,166,649
9	Rockledge	5.3800	5.4151	5.3500	\$ 14,245,091
10	Melbourne Beach	4.4770	4.2574	4.6000	\$ 3,167,977

City of Cocoa's FY 2026 Proposed Tentative Millage Rate is the same as 2025. Note: Ranking uses the Proposed Rate (As of 8-25-25)

*The City budgets for ad valorem revenues at 95% which equals \$12,904,672
This includes transfers to the Community Redevelopment Agencies in the amount of \$1,810,065
The net amount of Ad Valorem revenue for the General Fund available for use is \$11,094,065

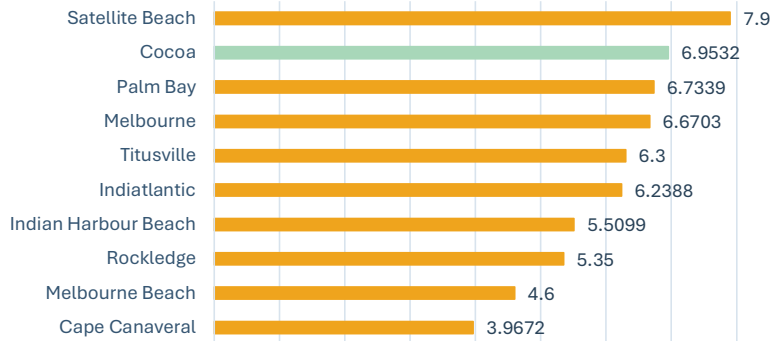
FY 2026 Comparative Ad Valorem as a Percentage of Total General Fund Revenues

Rank	Municipality	Ad Valorem (AV)	General Fund (GF)	AV as a % of GF
1	Satellite Beach	\$ 12,881,177	\$ 18,614,187	69.2%
2	Melbourne Beach	\$ 3,167,977	\$ 4,582,113	69.1%
3	Indian Harbour Beach	\$ 8,166,649	\$ 12,348,851	66.1%
4	Indialantic	\$ 4,382,963	\$ 7,937,094	55.2%
5	Palm Bay	\$ 67,189,256	\$ 122,863,972	54.7%
6	Melbourne	\$ 56,357,410	\$ 120,669,439	46.7%
7	Rockledge	\$ 14,245,091	\$ 35,854,041	39.7%
8	Titusville	\$ 23,090,658	\$ 61,757,537	37.4%
9	Cape Canaveral	\$ 8,052,264	\$ 24,641,781	32.7%
10	Cocoa	\$ 13,583,865	\$ 54,995,785	24.7%

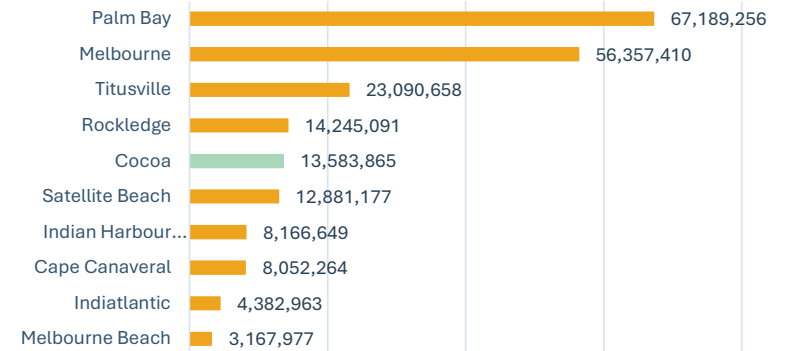


Visualizations of Cities Ranked:

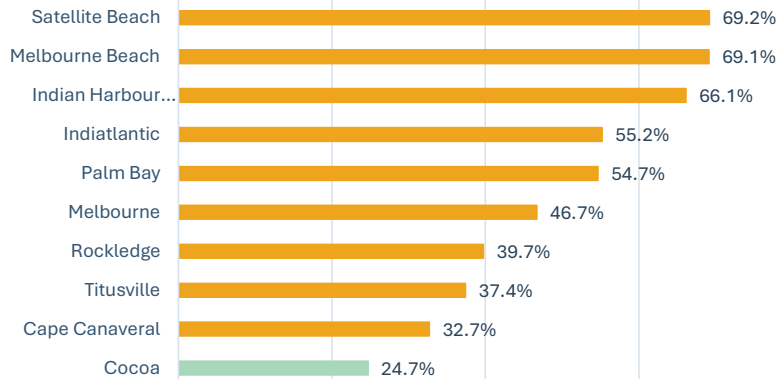
City Ranking by Millage Rate



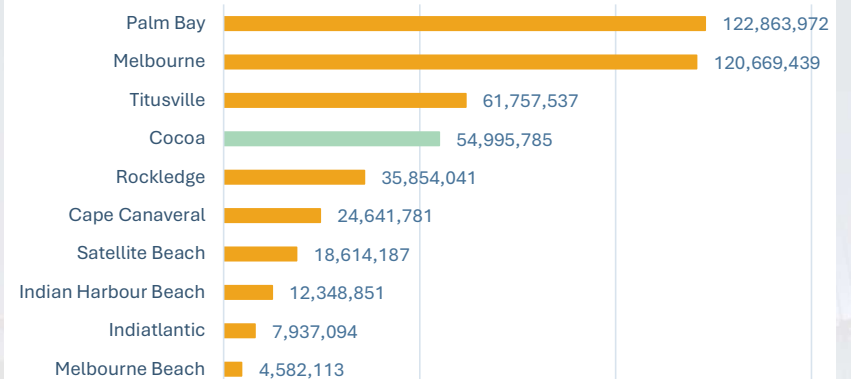
Total Ad Valorem Revenue Earned



Ad Valorem % of Total GF Revenue



Total General Fund Revenue



Rolled Back Rate

Rolled Back Rate Definition: The millage rate, called the “Rolled Back Rate”, allows local governments some growth in revenues, by excluding new construction from the calculation and keeps the taxpayers taxes the same as the previous year. The rolled back rate is a term that applies to the property tax rate as it changes year over year, in relation to property values.

The FY 2026 Rolled Back Rate is 6.7367



Substantive Issues to Discuss

- ✓ This is a 3.21% increase over the rolled back rate
- ✓ This increase was needed to fund:
 - Essential Service Costs
 - Mandatory or Critical Capital Equipment
 - Salaries and Benefits
 - Absorb Inflationary Costs
- ✓ Total FY 2026 Budget is \$194,811,362
- ✓ General Fund Revenue is \$54,995,785
- ✓ The General Fund Budget includes a millage rate of 6.9532



Public Announcement

- ✓ The City of Cocoa is the taxing authority
- ✓ The rolled-back rate is 6.7367
- ✓ The millage rate of 6.9532 is a tax increase of 3.21% as a percent change of the rolled-back rate
- ✓ The millage rate to be levied is 6.9532 which is 0% over the adopted FY2025 millage rate of 6.9532





Public Hearing - Comments



Millage Rate Adoption

Requested Action:

Approve Resolution No. 25-058 the tentative millage rate of 6.9532 mills. for the City of Cocoa, commencing on October 1, 2025, and ending on September 30, 2026.





FY 2026 Tentative Budget



FY 2026 Tentative Budget

Fund	FY 2026 Tentative Budget
Water/Sewer	\$ 98,257,651
General	\$ 54,995,785
W/S Renewal and Replacement	\$ 21,600,750
W/S Restricted Assets	\$ 8,266,707
Special Revenue	\$ 4,453,773
W/S Impact Fees	\$ 2,112,095
Stormwater	\$ 2,401,815
Debt Service	\$ 1,461,869
Workers Compensation	\$ 1,260,917
Total	\$ 194,811,362





FY 2026 General Fund Overview



General Fund Revenue Sources

- **Taxes**
 - Ad Valorem, Public Service, Utility Service and Communication Service Tax
- **Other Permits & Fees**
 - Building Permits, Franchise Fees, Fire Assessment, and Planning & Zoning Fees
- **Intergovernmental**
 - Local, State & Federal Grants and State Shared Revenues
- **Charges for Service**
 - Water Billing Services, Garbage Collection Services, Allocation for Services and Culture/Recreation Events
- **Fines & Forfeitures**
 - Property Seized
 - Court-held confiscated items
- **Miscellaneous**
 - Interest Earned, Rent and Royalties, Disposition of Fixed Assets, Contributions, Insurance Proceeds, etc.
- **Other Non-Revenue**
 - Inter-fund transfers, Water/Sewer ROI and 6% PILOFF, Debt Proceeds, Revenues from Unassigned FB (Reserves)



FY 2026 General Fund Revenues by Funding Source

Funding Source	FY 2026 Tentative Budget	FY 2026 % of Budget
Other Non-Revenue (Inter-fund transfers, Water/Sewer ROI and 6% PILOFF, Debt Proceeds, Revenues from Unassigned FB (Reserves) (Total Utility Fund Transfers/Utility Fund Support)	\$ 19,398,802	35.27%
Taxes (Ad Valorem, Utility Service Tax and Communication Service Tax)	\$ 17,178,672	31.24%
Charges for Service (Water Billing Services, Garbage Collection Services and Culture/Recreation Fees)	\$ 8,158,428	14.83%
Other Permits & Fees (Building Permits, Franchise Fees, Fire Assessment, and Planning & Zoning Fees)	\$ 6,487,002	11.80%
Intergovernmental (Local, State & Federal Grants, Housing Authority Payments in Lieu of Taxes, and State Shared Revenues)	\$ 3,122,667	5.68%
Miscellaneous (Interest Earned, Rent and Royalties, Disposition of Fixed Assets, Contributions, Insurance Proceeds, etc.)	\$ 620,214	1.13%
Fines and Forfeitures	\$ 30,000	0.05%
Total FY 2026 Revenue by Funding Source	\$ 54,995,785	100.00%

FY 2026 Tentative Budget

General Fund By Department

General Fund Department	FY 2025 Adopted Budget	FY 2026 Tentative Budget	Variance	FY 2026 % of Budget
*Police	\$ 13,887,491	\$ 13,264,027	(\$ 623,464)	24.12%
Public Works	\$ 12,383,375	\$ 11,883,777	(\$ 499,598)	21.61%
Fire	\$ 9,556,724	\$ 9,864,081	\$ 307,357	17.94%
General Operations	\$ 7,342,851	\$ 7,754,472	\$ 411,621	14.10%
Finance	\$ 4,316,591	\$ 4,483,126	\$ 166,535	8.15%
Information Technology	\$ 3,061,339	\$ 3,126,925	\$ 65,586	5.69%
**Human Resources	\$ 1,209,532	\$ 912,330	(\$ 297,202)	1.66%
**City Manager's Office	\$1,050,923	\$ 1,509,294	\$ 458,371	2.74%
Communication/Economic Development	\$1,001,508	\$ 1,103,078	\$ 101,570	2.01%
*Community Services	\$ 214,265	\$ 742,701	\$ 528,436	1.35%
City Council	\$ 179,948	\$ 178,984	(\$ 964)	0.33%
Emergency Operations	\$ 173,015	\$ 172,990	(\$ 25)	0.31%
Total	\$ 54,377,562	\$ 54,995,785	\$ 618,223	100.00%

*Code Enforcement Moved to Community Services in FY 2026

** City Clerk Moved to the City Manager's Department in FY 2026



FY 2026 Water/Sewer Budget Overview



FY 2026 Water Sewer Revenues by Funding Source



Funding Source	FY 2026 Tentative Budget	FY 2026 % of Budget
Charges for Service (Water, Sewer and Reuse Sales, Connection Fees, Hydrant Fees, Fireline Fees, Backflow Device Checks, Grease Trap Permits and Connection Fees)	\$ 83,328,643	84.81%
Other Non-Revenue (Revenues from Unrestricted Net Position)	\$ 14,572,823	14.83%
Miscellaneous (Interest, Rent and Royalties, other minor revenues)	\$ 356,185	0.36%
Total FY 2026 Revenue by Funding Source	\$ 98,257,651	100.00%



FY 2026 Tentative Budget Water/Sewer Fund by Division



Water/Sewer Fund	FY 2025 Adopted Budget	FY 2026 Tentative Budget	Variance	FY 2026 % of Budget
Administration (ROI, 6% PILOFF, Overhead Allocation, R & R Capital, and Debt Service Transfers)	\$ 44,031,323	\$ 53,541,717	\$ 9,510,394	54.49%
Water Production	\$ 17,488,227	\$ 19,139,884	\$ 1,651,657	19.48%
Water Field Operations	\$ 10,979,324	\$ 11,883,926	\$ 904,602	12.09%
Water Reclamation	\$ 4,456,199	\$ 4,382,057	(\$ 74,142)	4.46%
Engineering	\$ 3,509,958	\$ 3,194,462	(\$ 315,496)	3.25%
Sewer Field Operations	\$ 2,364,248	\$ 2,991,344	\$ 627,096	3.04%
Debt Services	\$ 2,171,331	\$ 2,405,337	\$ 234,006	2.45%
Utility Support Services	\$ 468,106	\$ 529,505	\$ 61,399	0.54%
Inventory	\$ 191,870	\$ 189,419	(\$ 2,451)	0.19%
Total	\$ 85,660,586	\$ 98,257,651	\$ 12,597,065	100.00%





FY 2026 Stormwater Budget Overview



FY 2026 Stormwater Revenues by Funding Source

Funding Source	FY 2026 Tentative Budget	FY 2026 % of Budget
Special Assessments	\$ 2,281,415	94.99%
Tax Certificates	\$ 110,000	4.58%
Delinquent Tax	\$ 10,000	0.41%
Other Miscellaneous Revenues	\$ 400	0.02%
Total FY 2026 Revenue By Funding Source	\$ 2,401,815	100.00%



FY 2026 Stormwater Tentative Budget

Stormwater Fund	FY 2025 Adopted Budget	FY 2026 Tentative Budget	Variance	FY 2026 % of Budget
Personal Services	\$ 638,667	\$ 641,393	\$ 2,726	26.70%
Operating	\$ 761,110	\$ 903,091	\$ 141,981	37.60%
Capital	\$ 568,900	\$ 561,000	(\$ 7,900)	23.36%
Other Non-Revenue (Overhead Allocation)	\$ 328,128	\$ 293,414	(\$ 34,714)	12.22%
Debt Service	\$ 2,599	\$ 2,917	\$ 318	0.12%
Total	\$ 2,299,404	\$ 2,401,815	\$ 102,411	100.00%



Capital Improvement Plan (CIP)

The City attached a 5-year CIP with the adoption of the Budget

Resolution #2025-059

The table below has the total costs, broken out by Fund over the course of the next 5 years from FY 2026 through FY 2030. See the City's CIP plan with the cost broken out by Project and Division

Fund	FY 2026	FY 2027	FY 2028	FY2029	FY2030
General	\$ 1,879,568	\$ 3,383,945	\$ 2,695,143	\$ 2,096,068	\$ 1,536,612
Cocoa CRA	\$ 60,000	\$ -	\$ -	\$ -	\$ -
Water/Sewer	\$ 1,400,607	\$ 795,267	\$ 1,570,681	\$ 525,962	\$ 658,478
Stormwater	\$ 558,000	\$ 995,000	\$ 2,015,000	\$ 235,000	\$ 385,000
Water/Sewer R&R	\$ 21,600,750	\$ 44,839,000	\$ 42,771,500	\$ 16,206,400	\$ 13,396,000
Total	\$ 25,498,925	\$ 50,013,212	\$ 49,052,324	\$ 19,063,430	\$ 15,976,090





Public Hearing - Comments



Adopting the FY2026 Tentative Budget



Requested Action

- Approve Resolution No. 2025-059 adopting the Fiscal Year 2026 Tentative Budget & CIP for the City of Cocoa, for the Fiscal Year commencing October 1, 2025, and ending on September 30, 2026.



What's Next...

- City Council FY 2026 Budget Final Hearing
- 2nd Final Public Hearing September 16, 2025 @ 6:00 PM
 - Adopt Final Millage Rate
 - Adopt the FY 2026 Budget



QUESTIONS/CONTACT

**Rebecca Bowman, MBA,
CGFO, CGFM**
Finance Director



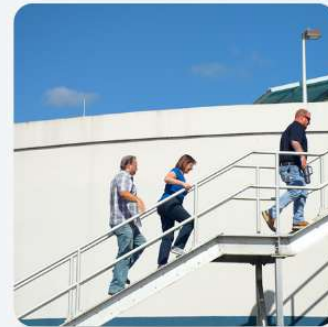
[**BudgetAdministrators@cocoafl.gov**](mailto:BudgetAdministrators@cocoafl.gov)



[**www.CocoaFL.gov**](http://www.CocoaFL.gov)

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CITY COUNCIL AGENDA ITEM

Memo Date: October 16, 2025
Agenda Date: October 28, 2025
File ID: 2025-993
Prepared By: Breanna Earley, Assistant City Clerk
Through: Stockton Whitten, City Manager
Requested Action: Approve the September 9, 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 September 9, 2025 Regular City Council meeting minutes as written or with amendments.

MINUTES
City of Cocoa
Regular Meeting of The City Council

September 9, 2025

A Regular City Council Meeting was held on Tuesday, September 9, 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 6:02 p.m.

Chief Lamm provided the invocation, and Councilmember Koss led the assembly in the Pledge of Allegiance.

The City Clerk took the roll.

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

ABSENT:

OTHER STAFF MEMBERS PRESENT:

Abby Morgan, Public Works Director; Rebecca Bowman, Finance Director; Charlene Neuterman, Community Services Director; Jonathan Lamm, Fire Chief; Evander Collier, Police Chief; Jack Walsh, Utilities Director; Samantha Senger, Communications and Economic Development Director; Lorne Stinnett, HR Director; Tom Wilkinson, Code Enforcement Manager; Robert Beach, Chief Technology Officer; and Megan Crutcher, Helpdesk Support Tech.

II. Approval of Agenda and Minutes:

1. Agenda: Regular Meeting of September 9, 2025. (2025-769).

* **MOTION by Councilmember Koss; Seconded by Deputy Mayor Weeks to approve the agenda with an amendment to add Consent item V.11, approving a Resolution and amending the FY25 budget for the purchase of credit mitigation for the Brightline Station Project.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Minutes: Minutes: Special Meeting of July 15, 2025. (2025-770).

3. Minutes: Regular Meeting of July 22, 2025. (2025-883).

* **MOTION by Deputy Mayor Weeks; Seconded by Councilmember Hearn to approve the minutes for the July 15, 2025 Special City Council meeting and the July 22, 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 Service Dog Month Proclamation. (2025-824). (Deputy Mayor Weeks)

Deputy Mayor Weeks read the proclamation into the record.

IV. Delegations:

Tiffany Smith, 800 N. Fiske Blvd., Cocoa, is trying to open her own early childhood education facility in the City. She was told she needed to apply for a business tax receipt so she has been trying to do that. Unfortunately, this has been an eight-month process and now she is being told that she needs to have a fire inspection, and she needs to have a sprinkler system installed. As a startup business, she does not have a lot of funds and is seeking assistance on making her dream come true.

Councilmember Hearn asked her where her business is located. In response, Ms. Smith shared she is close to the Celebration Tabernacle church.

Deputy Mayor Weeks asked why the sprinklers are required now and they weren't before. In response, Chief Lamm explained that any time there is a change of occupancy, there is a bolster in the code which they sometimes call the "trip effect". Unfortunately, these are state and federal regulations, and it is not something the City has control over.

Paul Kamus, 116 Olive St., Cocoa, shared that he was recently helping a friend along the 4800 block of Friday Road with a yard sale, and he noticed a fire hydrant in the weeds that was pretty well hidden with no markers. He would like Council and staff to consider placing markers where the hydrants are so that they can be easily detected in the case of an emergency.

V. Consent Agenda:

1. To Approve Task Order 2026-15 with Carollo Engineers, Inc., Orlando, Florida, in the amount of \$196,302.41 for the SCADA Maintenance at the Jerry Sellers Water Reclamation Facility; Pending the Adoption of the FY2026 Budget. (2025-815). (Utilities Director)

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

2. Approve the FY 2026 Joint Funding Agreement between the City of Cocoa and the United States Department of the Interior – U.S. Geological Survey for Water Quality Sampling and Water Level Measurements, Funding of \$115,685, pending the Adoption of the FY26 Budget. (2025-822). (Utilities Director)
3. Approve a Municipal Services Agreement with Alliance for Neighborhood Restoration of Brevard for FY2026, pending the final adoption of the City of Cocoa FY2026 budget. (2025-829). (Police Chief)
4. Approve a Fiscal Year 2026 Task Order No. 2026-58 with Jacobs Engineering, Inc., in the amount of \$224,976, to Provide Assistance with Project and Asset Management, Contractor Coordination and Documentation, Data Management and Quality Control, and Strategic Planning for Water Field Operations and the Cross-Connection Control Program subject to the adoption of the Fiscal Year 2026 Budget. (2025-837). (Utilities Director)
5. Request approval of the revised FY 2025 Pay Plan. (2025-826). (HR Director)
6. Approval to amend the City's 401(a) and 457(b) plans Retirement Plans Investment Policy and Committee Charter to revise Investment Committee members. (2025-828). (HR Director)

7. Approve two task orders with Jacobs Engineering Group (Jacobs): Task Order 2026-56 for Program Management Services in the amount of \$696,842, Project No. WS1221; and Task Order 2026-55 for Plan Review Services to include Engineering Land Development Review in the amount of \$308,448, Project No. WS1221; Pending the Adoption of the FY2026 Budget. (2025-846). (Utilities Director)
 8. To Approve Task Order No. 2026-54 to Jacobs Engineering Group, Inc. in the amount of \$449,488 for Provide Program Management/Administration, Design Management and Construction Project Support Services for Operating Revenue funded Cocoa Utilities Capital Improvement Plan Program Projects related to Water Supply and Water Treatment; Pending Approval of the FY 2026 Budget. (2025-849). (Utilities Director)
 9. Travel Authorization for Deputy Mayor Weeks to attend the Florida League of Mayor's Conference in Hollywood, Florida from September 17th through September 19th, 2025. (2025-884). (City Clerk)
 10. Approve a Multi-Year Piggyback agreement for uniform supply and delivery services with Reads Uniforms Inc., utilizing the Sarasota County contract No. 232512TEG through January 29th, 2026. Authorize the City Manager to execute amendments and annual extensions through January 29, 2028, pending the adoption of the FY26 Budget. (2025-867). (Fire Chief)
 11. Approve Resolution 2025-061, Amending the FY 2025 Budget, BAF#25-084-A for the Purchase of Credit Mitigation for the Brightline Station Project (BLTS25). The funding will be allocated through the use of the Assigned Fund Balance for Economic Incentives, in the amount of \$117,745, in conjunction with BAF#25-039-A, for a total Budget of \$297,500. (2025-900). (Comm. & Economic Development Director) **Walk-on Item.**
- * **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. Approval on First Reading of Ordinance 09-2025 adopting the proposed revisions to the solid waste contract/franchise with Waste Management Inc. of Florida to provide residential and commercial solid waste services within the incorporated city limits of the City of Cocoa. Authorize the Mayor, City Manager, and City Attorney to execute

all documentation needed to implement the proposed contract revisions. (2025-887). (Comm. & Econ. Dev. Director)

City Attorney Eick announced that this is the First Reading of Ordinance No. 09-2025 and read the title into the record as follows:

Ordinance No. 09-2025

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, APPROVING AN AMENDED AND RESTATED SOLID WASTE FRANCHISE AGREEMENT BETWEEN THE CITY OF COCOA AND WASTE MANAGEMENT OF FLORIDA, INC., ATTACHED HERETO; ESTABLISHING SOLID WASTE SERVICE CHARGES AS PROVIDED BY SECTION 9-37 OF THE CITY OF COCOA CODE OF ORDINANCES; PROVIDING FOR ANNUAL INCREASES IN SERVICE CHARGES EQUAL TO THE CONSUMER PRICE INDEX FOR GARBAGE AND TRASH; EXTENDING THE ORIGINAL TERM TO SEPTEMBER 30, 2030; PROVIDING FOR REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY AND AN EFFECTIVE DATE.

Ms. Senger stated that this Ordinance includes the details that were discussed under Option 4 which was approved at the last Council meeting.

She wished to point out that one category that needs to be discussed is white goods. This is what is considered to be household appliances such as refrigerators, dishwashers, washers and dryers, etc. It is called white goods because it is recyclable and is processed differently than regular waste. This type of waste will also be picked up by a different truck. She added that Waste Management has reassured staff that this type of waste will be picked up.

Further discussion was held on trash pickup practices and the franchise agreement.

Mayor Blake opened the Hearing to the public.

Chris Iorio, 109 Riverside Dr., Cocoa, has had issues with her yard waste not getting picked up over the last 15 years. She tends to get missed at least once every two to four months. Over the last few weeks it has gotten progressively worse. Over the last six weeks she has had five missed pickups and they broke her trash bin and she still has not received its replacement. She would like her issues to be resolved permanently and not temporarily.

In response, Mr. Jordin Chandler, with Waste Management, gave her his business card and offered to talk to her directly.

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

- * **MOTION by Mayor Blake; Seconded by Deputy Mayor Weeks to approve Ordinance No. 09-2025 on First Reading.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VII. Council Business:

1. Council consideration of a 3% increase in rent for the tenants at the Porcher House. (2025-866). (Comm. & Econ. Dev. Director)

Ms. Senger provided a brief synopsis of the item.

- * **MOTION by Councilmember Goins; Seconded by Deputy Mayor Weeks to approve a 3% increase in rent for tenants at the Porcher House.**

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. (2025-888). (City Clerk)

X. Reports:

Councilmember Koss thanked Ms. Morgan and Public Works staff for addressing an ongoing issue.

She also reminded everyone that her Town Hall meeting will be on October 21, 2025.

Councilmember Hearn shared that he was recently at Endeavor Elementary and they are looking for volunteers and mentors if anyone is interested.

Additionally, he would just like to remind everyone of September 11th and honor those who serve our Country.

Councilmember Goins also thanked Ms. Morgan and her staff for addressing an issue he had reported. He also shared photos from events he recently attended, including an award ceremony for staff and a service for Dr. Joe Lee Smith.

He also shared a few pictures of some areas in the City that need some landscaping maintenance.

Deputy Mayor Weeks shared photos from the Florida League of Cities conference that she attended, a promotion event that was held at Fire Station #33, and some information about a haunted history tour of Cocoa Village. She also attended an event that Ashley Moody attended and shared that was a great event.

Mayor Blake shared a video for a Character Breakfast award ceremony he attended at Emma Jewel Charter Academy. He also shared photos from events he recently attended.

XI. Adjournment:

- * **MOTION by Deputy Mayor Weeks; Seconded by Mayor Blake to adjourn the Regular meeting of September 9, 2025.**

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

The meeting adjourned at 7:11 p.m.

Michael C. Blake, Mayor

ATTEST:

Monica Arsenault, CMC, City Clerk

CITY COUNCIL AGENDA ITEM

Memo Date: September 18, 2025
Agenda Date: October 28, 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 Fifteen 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 15 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 fifteen years 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: October 15, 2025
Agenda Date: October 28, 2025
File ID: 2025-989
Prepared By: Susan Lambert, Police Administrative Technician
Through: Evander Collier, Police Chief
Requested Action: Recognize November 9-15, 2025 as Law Enforcement Records Personnel Week

BACKGROUND:

None.

PRIORITY AREA CONNECTION:

Community Outreach and Engagement

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Recognize November 9-15, 2025 as Law Enforcement Records Personnel Week



PROCLAMATION

WHEREAS, each day, dedicated law enforcement records personnel serve the citizens of Cocoa, Florida, by providing vital services that are essential to the efficient operation of the Cocoa Police Department and its Records Section, and in keeping our community safe; and

WHEREAS, the men and women who serve as law enforcement records personnel are the backbone of the criminal justice system by ensuring accuracy, integrity, security, and accessibility of criminal records, they play a key role in assisting law enforcement officers in investigations, and they maintain criminal justice statistics; and

WHEREAS, law enforcement records personnel demonstrate expertise in managing complex record-keeping systems that is crucial to identifying suspects, pursuing leads, and ensuring the successful prosecution of crimes; and

WHEREAS, along with acute technical skills, law enforcement records personnel are committed to and exemplify professionalism, courtesy, and efficiency in their daily interactions with the public, officers, and partner public safety agencies; and

WHEREAS, Law Enforcement Records Personnel Week provides the opportunity to honor those who are committed to ensuring their role in criminal justice remains a vital part of law enforcement, and to recognize their many contributions to the well-being of the communities in which they serve; and

WHEREAS, the City of Cocoa salutes the Cocoa Police Department Records Department Personnel and is appreciative of their commitment to service within this important aspect of law enforcement and criminal justice in our community.

NOW, THEREFORE, we, the City Council of the City of Cocoa, Florida, do hereby proclaim November 9th through November 15th, 2025, as

“Law Enforcement Records Personnel Week”

WHEREFORE, I have hereunto set my hand and caused the seal of the City of Cocoa to be affixed this 28th day of October 2025.

Mayor

ATTEST:

City Clerk

CITY COUNCIL AGENDA ITEM

Memo Date: October 8, 2025
Agenda Date: October 28, 2025
File ID: 2025-963
Prepared By: Frank Mirabito
Through: Abigail Morgan, Public Works Director
Requested Action: Approve the installation of Inclusive Playground Equipment at Provost Park using fund balance in the amount of \$99,538.60 to Playmore Recreational Products & Services utilizing Sourcewell contract #010521-LTS; Approve a Resolution Amending the FY26 Budget, BAF #2026-013-A; and Authorize the City Manager to execute the contract, issue the purchase order, and execute any necessary construction rider(s).

BACKGROUND:

At the Council Priorities workshop on February 18, 2025, City Council approved allocating up to \$100,000 for inclusive playground improvements at Provost Park. Fund Balance funding has been identified as the source for this project.

The proposed playground improvements, which include inclusive and accessible play equipment, safety surfacing (Sunshine Turf Adventure), and installation services, will be provided by Playmore Recreational Products & Services. The total project cost is **\$99,538.60**. Staff recommends that City council approve BAF #2026-013-A a budget resolution.

This procurement utilizes the **Sourcewell Cooperative Contract #010521-LTS** with Playworld Systems, PlayPower, Inc., for which Playmore is an authorized distributor. This contract covers commercial playground equipment, inclusive play, safety surfacing, and turnkey solutions. The City's Purchasing Division has reviewed and approved the use of this contract, which offers a minimum 10% discount on playground structures and fitness equipment, along with contracted labor rates for turnkey installation.

The City will also use a contract provision to negotiate additional terms and conditions or a separate agreement for specialized service requirements under Sourcewell Contract 010521-LTS, which provides the basis for the request to authorize the City Manager to sign a construction rider.

Staff recommends approval of the playground project and authorization for the City Manager to execute all necessary documentation, including any construction riders.

PRIORITY AREA CONNECTION:

Investment in Public Infrastructure

BUDGETARY IMPACT:

Budgeted? No

If not budgeted, is an amendment/transfer attached? YES

Source/Use of Funds

FROM: FUND BALANCE	001-0000-389.99-50	\$99,539
TO:Parks & Beautification	001-3520-572.64-00	\$99,539 PW26SE

PREVIOUS ACTION:

On February 18, 2025 at the Council Priorities workshop, Council approved this improvement.

RECOMMENDED MOTION:

Approve the installation of Inclusive Playground Equipment at Provost Park using fund balance in the amount of \$99,538.60 to Playmore Recreational Products & Services utilizing Sourcewell contract #010521-LTS; Approve a Resolution Amending the FY26 Budget, BAF #2026-013-A; and Authorize the City Manager to execute the contract, issue the purchase order, and execute any necessary construction rider(s).



Proposal

#EST2294

Bill To
City of Cocoa
65 Stone Street
Cocoa FL 32922

Ship To
TBD

Proposal Date
10/14/2025

Project Manager
Bruce Krieger

Agency #73876

Project Name		Project ID	Terms
City of Cocoa : Provost Park Inclusive Playground		20468	Net 30
Quantity	Description	Unit Price	Total Extended
3	Playworld ZZCH0356 3.50in x 88in STEEL POST w/CAP	\$263.00	\$789.00
1	Playworld ZZCH4350 TIC-TAC-TOE ACTIVITY WALL	\$2,486.00	\$2,486.00
1	Playworld ZZCH4589 BELL PANEL(GROUND LEVEL)	\$1,931.00	\$1,931.00
1	Playworld ZZXX0148 MOON ROCK	\$5,064.00	\$5,064.00
1	Playworld ZZXX0198 UNITY SWING FRAME	\$8,419.00	\$8,419.00
1	Playworld ZZXX0204 BASKET SWING	\$2,680.00	\$2,680.00
1	Playworld ZZXX0349 UNITY SPINR - W/ 2 ACCESSIBLE SEATS	\$16,964.00	\$16,964.00
1	Playworld ZZXX0483 COZY COCOON - SPINNING	\$4,399.00	\$4,399.00
1	Playworld ZZXX0635 SWING ALONG SEAT TO 8ft TOP RAIL	\$1,331.00	\$1,331.00
1	Playworld ZZXX0892 ACCESSIBLE SWING SEAT- 8ft TOP RAIL	\$1,631.00	\$1,631.00
	Subtotal Subtotal		\$45,694.00
	Discount Sourcewell Contract #010521-LTS Discount	-10%	(\$4,569.40)
	Discount Courtesy	(\$4,569.40)	(\$4,569.40)
1	Freight Playworld, "Open Source Item"	\$4,312.50	\$4,312.50
1	Play Equipment Installation Playworld Installation, per Sourcewell Contract #010521-LTS	\$15,992.90	\$15,992.90
1	Playground Surfacing Sunshine Turf Adventure (materials and installation) Included: Site preparation. Turf adjoining the existing use zone with EWF surfacing 33 feet transition. The installation of 3 inches of #57 stone (angular compacted drain rock), 1 inch of #89 stone fine aggregate for smooth finish, Playground Foam at a 2 inch depth, (system passes testing for over 9' Critical Fall Height per ASTM F 1292, 1916 sf "Open Source Item"	\$34,211.00	\$34,211.00



Proposal

#EST2294

152	Concrete Curb 5"x10" concrete ribbon curb - 152 LF	\$33.50	\$5,092.00
1	Engineered Drawings "Open Source Item"	\$1,875.00	\$1,875.00
1	Building Permit Application & Processing Fees Only, "Open Source Item"	\$1,500.00	\$1,500.00
<i>THIS PROPOSAL IS SUBJECT TO THE ATTACHED TERMS AND CONDITIONS</i>		Subtotal	\$99,538.60
		Tax	\$0.00
		Total	\$99,538.60

Accepted By

Printed Name: _____

Signature: _____

Date: _____

PLEASE SIGN AND RETURN ONE COPY WHEN ORDERING.

PO/Reference #: _____

THANK YOU!

Standard Terms and Conditions

General Terms:

Acceptance by a signature, purchase order, or contract based on this proposal indicates that you are in full agreement with all terms and conditions of this proposal, including the following:

- Prices are valid for 30 days, unless otherwise noted. After 30 days, prices are subject to change without notice.
- Sales Tax will be charged unless a valid Sales Tax Exemption Certificate is presented with order.
- Specify all colors and options in writing. Any discrepancies that arise due to oral selections will be the responsibility of the customer.
- If the customer is installing equipment, all equipment is to be installed according to the manufacturer's instructions and applicable guidelines.
- Installation, site work, permits, engineering, etc. are not included unless noted.

Warranties. All equipment, surfacing, and installation is warranted by Playmore for a period of one year from substantial completion date. After one year, any additional manufacturer's warranties will remain in effect. Manufacturer's warranty claims to be processed by manufacturer. Playmore assumes no responsibility for these additional warranties.

Playground Surfacing. All playground equipment is to be installed over safety surfacing per CPSC guidelines and ASTM standards. If the customer installs something contrary to the guidelines, they accept all responsibility for any liability and future litigation that may arise.

Installation Standard Services Include (as required):

- Shipping Notification/Receiving Instructions
- Pre-Installation On-Site Meeting
- Public Utility Check (Sunshine State One Call)
- Moving New Equipment at Job Site
- Layout of Equipment
- Installation of Equipment per Manufacturer's Instructions
- Trash Clean Up (Leave on-site)
- Post-Installation Walk Through

Installation Customer Responsibilities (unless otherwise noted in proposal):

- Site Plans and Surveys
- Trash Disposal or Dumpsters
- Provide Area for Storage and Staging
- Site Security
- Private Utility Locates
- Removal of Existing Equipment
- Site Prep, Grading, Drainage Systems, etc.
- Accept Deliveries and Unload Equipment

Building Permits:

Building permits are the responsibility of the owner. If a building permit is required for your project, 5% will be added to the total price if not already included in the proposal.

NOTE – All zoning, planning, health, environmental, architectural, etc. permits, reviews, and approvals are the responsibility of others as well as any required site plans or other supporting documents. If signed and sealed engineered drawings are needed, additional charges will apply if not included in the proposal.

Theft/Vandalism. The customer is responsible for securing the site and equipment and accepts all responsibility for theft and vandalism. Any additional equipment and labor required to replace such equipment is the responsibility of the customer.

Access/Utilities. Access must be provided to the installation area for heavy trucks and equipment. Access of equipment and personnel is the obligation of the customer to provide until the project is fully completed. We will take every precaution to avoid damage, however any damage caused by the normal installation of our product, such as to sod, concrete sidewalks, private underground utilities, etc., will be the responsibility of the customer, as will any additional costs associated with limiting damage, such as providing plywood over sod for access unless included in proposal. If access is not reasonably close to the jobsite, any additional costs incurred due to having to transport materials and/or supplies will be the responsibility of the customer if not included in the proposal.

Rock/Foreign Object Clause. Most installations require digging of holes and footing equipment in concrete below finished grade. Removal of existing ground covers such as asphalt, concrete, tan bark, sand, pea gravel, wood fiber, rubber matting, poured-in-place rubber surfacing, or any other material that interferes or delays the digging of holes, is the responsibility of others, unless otherwise noted. If excessive underground obstructions such as rocks, coral, asphalt, concrete, pipes, drainage systems, root systems, water, or any other unknown obstructions are discovered, charges will be added to the original proposal.

Any other responsibilities must be clearly outlined in the proposal.



Provost Park Inclusive Playground
Cocoa, FL



Project No:
PM20468C



Provost Park Inclusive Playground
Cocoa, FL

PLAYMORE
Recreational
Products & Services

Representing:
PLAYWORLD

Project No:
PM20468C



Provost Park Inclusive Playground
Cocoa, FL

PLAYMORE
Recreational
Products & Services

Representing:
 **PLAYWORLD**

Project No:
PM20468C



Provost Park Inclusive Playground
Cocoa, FL

PLAYMORE
Recreational
Products & Services

Representing:
PLAYWORLD

Project No:
PM20468C



Provost Park Inclusive Playground Cocoa, FL

PLAYMORE
Recreational
Products & Services

Representing:



Project No:
PM20468C



Provost Park Inclusive Playground
Cocoa, FL

PLAYMORE
Recreational
Products & Services

Representing:


Project No:
PM20468C

Colors

Unity Spinr:

Components - Orange/Lime

Panels:

Posts - Lime

Components - Orange

Rotoplastics - Cyan

2-Color Sheet Plastics - Orange/Sand

Moon Rock:

Rotoplastics - Cyan / Lime

Cozy Cocoon:

Components - Orange

Rotoplastics - Cyan / Lime

Unity Basket Swing:

Post - Lime

Components - Orange

Rope - Black, Orange

Swings:

ADA Swing Seat - Cyan

Swing Along - Lime

Provost Park Inclusive Playground
Cocoa, FL



Project No:
PM20468C



October 21, 2025

To: All Departments

Subject: Approved use of Sourcewell contract 010521-LTS

The Purchasing Division has reviewed Sourcewell contract **010521-LTS** with Playworld Systems – PlayPower, Inc. where **Playmore Recreational Products and Services** is an authorized distributor for **commercial playground equipment** and has confirmed that the terms are acceptable for departmental use through its expiration of February 17, 2026. Service agreements and purchase orders issued prior to this date will remain in effect for the agreed period.

Sourcewell is a public agency created by the Minnesota legislature as a local unit of government (Minn. Const. art. XII, sec. 3), and has conducted this solicitation in compliance with the highest government procurement standards which promote maximum fair and open competition. The Sourcewell solicitation and agreement allow for cooperative purchasing by any eligible member which is defined in section 5.A in the agreement as any “public and nonprofit entities across the United States and Canada.” Section 6.B allows for “additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier.”

Sourcewell contract 010521-LTS gives access to the following types of goods and services:

Commercial playground equipment	Playground components
Inclusive & accessible play	Site amenities & furnishings
Custom & themed playgrounds	Outdoor fitness equipment
Sensory playground equipment	Shade structures
Early childhood playgrounds	Safety surfacing
Freestanding play	Turnkey solutions

Under this contract the supplier offers a percentage discount from the manufacturer list prices. The minimum discount will be 10% off Playground Structures and Fitness Equipment, 2% off Replacement Parts and Hardware. The contract also offers turnkey installation services in accordance with the contract labor rates.

Should the City require additional agreements to be made with the vendor there is a provision in section 6.C which allows for, “Specialize Service Requirements.” Should the City have additional specifications, or specialized requirements, then the City and the Supplier, “may enter into a separate, standalone agreement, apart from this Contract.”

To ensure you receive correct contract and program discounts, departments are encouraged to request quotations for product pricing directly from the local authorized distributor.

Through the issuance of a Purchase Order, the City of Cocoa terms and conditions will be recognized and enforced as if included in the original agreement. **The Vendor Quote and Purchase Order must clearly reference that pricing is being provided in according with this contract.** The quote must also show the original list price, and the discount percentage applied. Departments will ensure that the discount provided is greater than or equal to pricing discount listed in the contract.

The vendor must accept the Terms and Conditions issued along with the Purchase Order. Departments are required to obtain any additional documentation such as a COI, e-Verify affidavit, and Human Trafficking affidavit when required. If purchase is greater than the City Manager purchasing authority and/or if the purchase results in a service agreement which is active in more than one fiscal year, the department must also obtain the approval of City Council.

Should there be additional questions or clarification needed please contact the Purchasing Department at purchasing@cocoafl.gov.

Brian Dale
Purchasing Manger
City of Cocoa

REFERENCES:

1. Sourcewell Contract 010521-LTS:
<https://files.sourcewell.org/public/Shared%20Documents/Solicitations/10346/00003168/Contract%20Documents/PlayPower%20Contract%20010521.pdf>
2. Contract Extension
<https://files.sourcewell.org/public/Shared%20Documents/Solicitations/10346/00003168/Contract%20Documents/PlayPower%20010521-Contract%20Extension.pdf>
3. Contract Pricing
https://files.sourcewell.org/public/Shared%20Documents/Solicitations/10346/00003168/Additional%20Documents/010521-LTS%20-%20Price%20Information_7.pdf
4. Listing of local dealers
<https://files.sourcewell.org/public/Shared%20Documents/Solicitations/10346/00003168/Additional%20Documents/Playworld%20Rep%20Agency%20List%20-%20203-10-2025.pdf>

CONSTRUCTION RIDER

City of Cocoa: Provost Park Inclusive Playground

Sourcewell Contract 010521-LTS

THIS CONSTRUCTION RIDER AGREEMENT (“Agreement”) is made and entered into this _____ day of _____, 2025, between the **CITY OF COCOA**, a Florida municipal corporation (“City” or “Owner”) and **PLAYMORE RECREATIONAL PRODUCTS & SERVICES** authorized to transact business in the State of Florida, with principal offices located at 10271 Deer Run Farms Rd, Ste 1, Fort Myers, FL 33966 (“Contractor”). The City and the Contractor agree as follows:

1. The Purchasing Policies of the City of Cocoa allow for “piggybacking”. Pursuant to this procedure, the City is allowed to piggyback an existing government contract, and there is no need to obtain formal or informal quotations, proposals or bids. The parties agree that the Contractor is an authorized representative of PLAYPOWER, INC., has full authority to offer products and services on behalf of PLAYPOWER, INC and that PLAYPOWER, INC has a contract with Sourcewell a public agency in the state of Minnesota, and said contract being identified as: **010521-LTS** (said original contract being referred to as the “**Original Government Contract**”).

2. The Original Government Contract, including all associated Addenda, Appendices, Exhibits and Attachments, including Contractor’s Bid Submittal, as included in the Original Government Contract, is incorporated herein by reference and is attached as **Exhibit “1”** to this Agreement. All of the terms and conditions set forth in the Original Government Contract (Exhibit “1”) are fully binding on the parties and said terms and conditions are incorporated herein except to the extent expressly modified herein.

3. Notwithstanding the requirements that the Original Government Contract is fully binding on the parties, the parties have agreed to modify certain provisions of the Original Government Contract as applied to this Agreement between the Contractor and the City of Cocoa, as follows:

A) Notwithstanding anything in Exhibit “1” to the contrary, the following terms shall be substituted throughout the Original Government Contract: **SOURCEWELL** = City of Cocoa; **SOURCEWELL** Code = Code of the City of Cocoa. Further, references to specifically identified **SOURCEWELL** Codes, policies and procedures shall refer to similar and substantively equivalent Cocoa Codes, policies and procedures, if any.

B) **Scope of Services.** Pursuant to Section 1 of the Original Government Contract, the City and Contractor agree that the scope of services to be performed by Contractor under this Agreement is identified in **Exhibit 2** Playmore Proposal # EST2294 dated 10/14/2025.

C) **Order of Precedence.** Notwithstanding anything in the Original Government Contract to the contrary, in case of any inconsistency in any of the documents bearing on the Agreement between

Construction Rider

City of Cocoa and City of Cocoa and PLAYMORE RECREATIONAL PRODUCTS & SERVICES

Provost Park Inclusive Playground

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the OWNER and the CONTRACTOR, the inconsistency shall be resolved by giving precedence in the following order:

- i. Change Orders
- ii. Construction Rider
- iii. Original Government Contract # 010521-LTS Exhibits and Addenda
- iv. Supplemental Terms and Conditions
- v. General Terms and Conditions
- vi. Engineering Plans and Drawings, if any
- vii. RFP 010521 published 11/10/2020
- viii. Contractor's Quote
- ix. Punchlist

D) **Contract Time.** Notwithstanding anything in Exhibit "1" to the contrary, the term of this Agreement with the City of Cocoa shall take effect on the date of its execution by the City and Contractor and continue until the Project has been completed and accepted by the City. The Contract Time shall begin to run upon the OWNER's issuance of the Notice to Proceed. The CONTRACTOR shall sign the Notice to Proceed and deliver it to the Owner's Project Manager.

- i. *Substantial Completion.* The Work shall be substantially completed within **Sixty-Five Days (65) calendar days** after the date when the Contract Time begins to run.

The date of Substantial Completion of the Work is the date certified in writing by the OWNER when (1) construction is sufficiently complete, in accordance with the contract documents, so the OWNER can occupy or utilize the work for its intended purpose, as expressed by the contract documents, and (2) any additional project-specific requirements or milestones for "Substantial Completion" identified in the general, special, or technical conditions or construction plans have been satisfied.

- ii. *Punchlist Creation and Acceptance.* No more than ten (10) calendar days following Substantial Completion, the CONTRACTOR shall provide to OWNER a draft Punchlist detailing the remaining items and estimated cost of each required to render the Work complete, satisfactory, and acceptable. OWNER shall review the draft Punchlist and provide any comments to the CONTRACTOR. The OWNER and CONTRACTOR shall cooperate in the development of the Punchlist regarding both the items to be included and the estimated cost of each. The OWNER shall approve a final Punchlist within 30 calendar days of Substantial Completion for projects costing less than or equal to \$10

million or 45 calendar days of Substantial Completion for projects costing over \$10 million.

OWNER shall deliver a final approved Punchlist to CONTRACTOR no more than 5 calendar days following final approval of the Punchlist.

If the CONTRACTOR fails to coordinate with the OWNER to create a Punchlist and the OWNER has given the CONTRACTOR written notice of the failure, then the OWNER may withhold 150 percent of the estimated costs required to complete the items the OWNER intended to include on the Punchlist, without input from the CONTRACTOR, and shall deliver the Punchlist within the time period in this subsection. The failure to include any corrective work or pending items not yet completed on the Punchlist does not alter the responsibility of the CONTRACTOR to complete all the Work purchased under this Agreement.

- iii. *Final Completion.* The Work shall be finally completed, ready for Final Payment within **thirty (30) calendar days** after the date of delivery of the final, approved Punchlist, which shall be at least thirty (30) calendar days following the delivery of the final approved Punchlist.
- iv. *Adverse Weather Conditions.* The parties acknowledge that the Contract Time provided in this subsection includes consideration of adverse weather conditions common to Central Florida including the possibility of hurricanes and tropical storms.

E) **Liquidated Damages.** OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified in Subsection D) above, plus any extensions thereof allowed in accordance with this Agreement. OWNER and CONTRACTOR also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **\$200** for each calendar day that expires after the time specified in Subsection D) for substantial completion until the work is substantially complete and **\$100.00** for each calendar day that expires after the time specified in Subsection D) for final completion until the work is finally complete. The liquidated damages provided in this Section are intended to apply even if CONTRACTOR is terminated, in default, or if the CONTRACTOR has abandoned the Work. This provision binds Contractor's performance bond surety.

F) **Contract Price.** The OWNER will pay the CONTRACTOR in current funds for the performance of the work in accordance with the Contract Documents, subject to additions and deductions approved by Change Order, the Total Contract Price of **Ninety-Nine Thousand, Five-Hundred Thirty-Eight Dollars and Sixty-Eight Cents, \$99,538.60** which is consistent with the Original Government Contract and

as provided in the Quote attached hereto as **Exhibit 2**. CONTRACTOR agrees to accept the Contract Price as full compensation for performing all Work, furnishing all Materials, and performing all Work embraced in the Contract Documents.

The CONTRACTOR acknowledges that CONTRACTOR studied, considered, and included in CONTRACTOR's Total Bid all costs of any nature relating to: (1) performance of the Work under Florida weather conditions; (2) applicable law, licensing, and permitting requirements; (3) the Project site conditions, including but not limited to, subsurface site conditions; (4) the terms and conditions of the Contract Documents, including, but not limited to, the indemnification and no damage for delay provisions of the Contract Documents.

Payments will be made to the CONTRACTOR for actual quantities installed on the basis of the Schedule of Unit Prices included in the Original Government Contract. Where the Contract Documents provide for Unit Price Work, the Contract Price stated in the Agreement will include for all Unit Price Work an amount equal to the sum of the Unit Prices for each item of Unit Price Work times the estimated quantity of each item as indicated in the Contract Documents. Each Unit Price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover all costs, including supplemental and administrative costs, and profit.

Notwithstanding anything in Exhibit "1" to the contrary, invoices shall be submitted, referencing this Agreement and any Purchase Order to:

City of Cocoa
Finance Department
65 Stone Street
Cocoa, FL 32922

By email to accountspayable@cocoafl.org.

G) **Indemnification.** Notwithstanding anything in Exhibit "1" to the contrary, the Contractor shall indemnify, defend, and hold harmless the City, its City Commission members, employees, representatives, and attorneys from and against all claims, suits, actions, damages, losses, expenses, and/or causes of action including, but not limited to, economic loss, reasonable attorneys' fees, and expenses, arising out of, or in connection with this Agreement, provided that any such claims, suits, action, damages, losses, expenses, and or causes of action (1) is attributable to any person(s) claiming personal injury, bodily injury, sickness, disease, or death; or damage to tangible property, including loss or use; and (2) is caused or incurred in whole or in part by Contractor or any of its subcontractors, agents, or anyone directly or indirectly employed by Contractor, subcontractor, agents, regardless if caused in part by the City. This indemnification shall not apply to any claims, suits, actions, damages, losses, expenses, and/or a cause of action, arising from the City's sole gross negligence or intentional misconduct. For purposes of Contractor's indemnification obligation only, Contractor shall indemnify the City for claims made by the employees of Contractor against the City, and Contractor 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. This paragraph shall survive the termination of this Agreement.

H) **Force Majeure.** Notwithstanding anything in Exhibit “1” to the contrary, any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood; windstorm; explosion; riot; war; sabotage; strikes (except involving CONTRACTOR's labor force); extraordinary breakdown of or damage to OWNER 's affiliates' generating plants, their equipment, or facilities; court injunction or order; federal and/or state law or regulation; or order by any regulatory agency; ; provided that prompt notice of such delay is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes.

I) **Progress Payments.** Notwithstanding anything in Exhibit “1” to the contrary, no payments shall be made where a Payment and Performance Bond is required herein until OWNER receives a certified copy of the recorded Bond. OWNER shall make progress payments on account of the contract price to CONTRACTOR, on the basis of application for payments submitted to the OWNER or OWNER's Project Manager, by CONTRACTOR as the work progresses, and in accordance with the Contract Documents. By submitting each request for a progress payment, the CONTRACTOR certifies, to the best of its knowledge and belief, that: (1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract; (2) All payments due to subcontractors and suppliers from previous payments received under the contract have been made, and timely payments will be made from the proceeds of the payment requested, in accordance with subcontract agreements; (3) The request is made in good faith and is a true and accurate accounting of the work performed and materials supplied; and (4) The representative signing the request for a progress payment is authorized to certify the request on behalf of the CONTRACTOR. Progress payments may be submitted no more frequently than monthly or, alternatively, in accordance with the following schedule:

In addition to any other reason provided in Exhibit “1”, Progress payments may be withheld if:

- i. Work is found defective and not remedied;
- ii. CONTRACTOR does not provide consent of surety with each payment application;
- iii. Another contractor is damaged by an act for which CONTRACTOR is responsible; or
- iv. In the opinion of the OWNER that CONTRACTOR's work is not progressing satisfactorily.

OWNER herein (____) designates or (___X___) does not designate an agent, i.e., an architect or engineer, that must approve any payment request or invoice before the payment request or invoice is submitted to OWNER for payment. If an agent must approve the payment request or invoice before the payment request or invoice is submitted to OWNER, payment is due 25 business days after the date on which the payment request or invoice is stamped as received as provided in s. 218.74(1), Florida Statutes, except to the extent that the payment request or invoice does not meet contract requirements. The CONTRACTOR may send OWNER an overdue notice. If the payment request or invoice is not rejected within 4 business days after delivery of the overdue notice, the payment request or invoice shall be deemed accepted, except for any portion of the payment request or invoice that is fraudulent or misleading. If an agent need not approve the payment request or invoice submitted by CONTRACTOR, payment is due 20 business days after the date on which the payment request or invoice is stamped as received as provided in s. 218.74(1), Florida Statutes, except to the extent that the payment request or invoice does not meet

contract requirements. If OWNER disputes a portion of a payment request or an invoice, the undisputed portion shall be timely paid. OWNER shall reject payment requests or invoices in accordance with the procedure established in s. 218.735, Florida Statutes.

~~If the OWNER designated an agent to approve any payment requests before submitted to the OWNER for payment above, the OWNER further hereby identifies _____, Attn: _____, as the agent that must approve payment requests prior to their submission to OWNER.~~

J) **Change Orders.** Notwithstanding anything in Exhibit "1" to the contrary, the OWNER, by written change order and without invalidating the Agreement, may order, or at the request of Contractor approve, extra Work or make changes by altering, adding to, or deducting from the Work, the contract sum being adjusted accordingly. Additional time required for any change in Work must be included with the requested Change Order. The CONTRACTOR'S exclusive remedy for delays in performance of the construction caused by events beyond its control, including delays claimed to be caused by or attributable to the OWNER or the OWNER's agent and claims based on breach of contract or negligence, shall be a claim for an extension of the scheduled construction time.

In giving instructions, the City's Project Manager will have authority to make minor changes in the Work, not involving extra cost or time, and not inconsistent with the purpose of the Work, but otherwise, except in an emergency endangering life or property, no extra work or change will be made unless it goes through the City's written Change Order process and is approved by the City, and no claim for an addition to the contract sum or time will be valid unless so ordered in writing.

The value of any such extra Work or change will be determined in one or more of the following ways:

1. By mutual acceptance of a lump sum.
2. By unit prices named in the contract or subsequently agreed upon.
3. By cost and percentage or by cost and a fixed fee.

If none of the above methods is agreed upon, the CONTRACTOR, provided it receives an order as above, shall proceed with the work. In such case and also under case (3) above, the CONTRACTOR shall keep and present in such form as the City's Project Manager may direct, a correct account of the net cost of labor and materials, together with vouchers. In any case, the City's Project Manager will certify to the amount, including reasonable allowances for overhead and profit, due to the CONTRACTOR. Pending final determination of value, payments on account of changes will be made on the City's Project Manager's estimate. Furthermore, if the CONTRACTOR claims that any instructions by drawings or otherwise involve extra cost under the Contract Documents, it shall give the City written notice thereof within ten (10) days after the receipt of such instructions, and in any event before proceeding to execute the work, except in emergency endangering life or property, and the procedure shall then be as provided above under this section. Claims will not be processed unless filed in writing before any work has commenced. In addition, if the City's Project Manager deems it inexpedient to correct work injured or done not in accordance with the Contract Documents, an equitable deduction from the Contract Price will be made therefor by Change Order.

K) **Final Payment.** Notwithstanding anything in Exhibit “1” to the contrary, OWNER shall withhold up to 5% of the Contract Price until the date of Substantial Completion, in accordance with the Local Government Prompt Payment Act (“Act”). As provided in Subsection D) above, within 10 calendar days of Substantial Completion, the CONTRACTOR shall create and deliver to OWNER a draft Punchlist detailing Work which must still be completed to reach Final Completion under the terms of this Agreement, and the estimated cost to complete each item. Within thirty (30) calendar days of Substantial Completion for projects with a cost of \$10 million or less or within forty-five (45) calendar days of Substantial Completion for projects with a cost of over \$10 million, the OWNER shall approve a finalized Punchlist. As provided above, the OWNER and CONTRACTOR shall coordinate and cooperate in the development of the final Punchlist. Within 5 calendar days of OWNER finalizing and approving the Punchlist, the OWNER shall deliver the final approved Punchlist to CONTRACTOR.

Within 20 calendar days of the delivery of the final approved Punchlist, and only upon receipt of a proper invoice or payment request from CONTRACTOR, OWNER shall pay to CONTRACTOR the remaining contract balance, including all retainage previously withheld, less an amount equal to 150 % of the estimated cost to complete the items on the Punchlist, except as provided herein. Should no Punchlist be created within the thirty or forty-five day timeframe, as applicable, because of the failure of CONTRACTOR to cooperate with OWNER, OWNER shall pay to CONTRACTOR the remaining contract balance, including all retainage previously withheld, less an amount equal to 150 % of the estimated cost to complete the items on the Punchlist as determined solely by the OWNER.

CONTRACTOR may submit a proper invoice or payment request for the amount of retainage held to complete the Punchlist items only once all Punchlist items have been completed to the satisfaction of the OWNER. OWNER may continue to withhold retainage if a good faith dispute exists as to whether one or more Punchlist items has been completed in accordance with the terms of this Agreement up to 150% of the total costs to complete those items in dispute.

The date of Final Completion shall be no less than 30 days following delivery of the final approved Punchlist to CONTRACTOR.

The remaining retainage amount withheld shall be released with the Final Payment after the issuance of the Final Completion Certificate. The Final Completion Certificate shall be issued upon completion of all remaining Punchlist items. Consent of surety is required for final payment. OWNER shall make final payment to CONTRACTOR within thirty (30) days after the work is fully and properly completed, if the contract has been fully and timely performed, but subject to the condition that final payment shall not be due until CONTRACTOR has delivered to OWNER all close-out documentation.

L) **Notices.** Notwithstanding anything in Exhibit “1” to the contrary, Notices to the City shall be delivered to:

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

Construction Rider
City of Cocoa and City of Cocoa and PLAYMORE RECREATIONAL PRODUCTS & SERVICES
Provost Park Inclusive Playground
Page 7 of 13

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.

M) **Public Records.** Notwithstanding anything in Exhibit “1” to the contrary, if Contractor fails to comply with Section 119.0701, 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 Contractor’s failure to comply with this Section, the City shall collect from Contractor prevailing party attorney’s fees and costs, and any damages incurred by the City, for enforcing this Section against Contractor. And, if applicable, the 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 Contractor’s failure to comply with this Article.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: City Clerk, City of Cocoa, 65 Stone Street, Cocoa, FL 32922, cityclerk@cocoafl.org or 321-433-8484.

N) **Project Manager.** The primary function of the OWNER is to provide the general administration of the contract. In performance of these duties, **Abigail Morgan, Public Works Director by Email to amorgan@cocoafl.gov** or her authorized representative is the OWNER’s Project Manager during the entire period of construction. The OWNER (CITY) may change the Project Manager during the term of this contract.

O) **Guarantee.** Notwithstanding anything in Exhibit “1” to the contrary, the CONTRACTOR hereby guarantees the Work to the full extent provided in the Plans, Specifications, General Conditions, Special Conditions and other Contract Documents. The CONTRACTOR shall remove, replace and/or repair at its own expense and at the convenience of the OWNER any faulty, defective or improper Work, materials or equipment discovered within one (1) year from the date of the acceptance of the project as a whole by the Owner or for such longer period as may be provided in the Plans, Specifications, General Conditions, Special Conditions or other Contract Documents. Without limiting the generality of the foregoing, the CONTRACTOR warrants to the OWNER, that all materials and equipment furnished under this Agreement will be of first class quality and new, unless otherwise required or permitted by the other Contract Documents, that the Work performed pursuant to this Agreement will be free from defects and that the Work will strictly conform with the requirements of the Contract Documents. Work not conforming to such requirements, including substitutions not properly approved and authorized, shall be considered defective. All warranties contained in this Agreement and in the Contract Documents shall be in addition to and not in limitation of all other warranties or remedies required and/or arising pursuant to applicable law. Furthermore, CONTRACTOR will provide written guarantee for work and materials for one (1) calendar year after acceptance by OWNER. The one (1) period is not a limitation upon manufacturer warranties or CONTRACTOR’s payment and performance Bond(s). To the extent that greater guarantees or warranties are provided in Exhibit “1”, such guarantees or warranties shall supersede this Subsection.

P) **Miscellaneous.** Notwithstanding anything to the contrary in Exhibit “1”, the following provisions are added to the Agreement:

i. **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.

ii. **Attorney’s Fees.** Unless otherwise expressly provided in this Piggyback Rider, should either party bring an action to enforce any of the terms of this Agreement, each party shall bear its own costs and expenses of such action including, but not limited to, reasonable attorney’s fees, whether at settlement, trial or on appeal. This provision does not apply to Contractor’s surety.

iii. ~~**Performance and Payment Bond.** A performance and payment bond shall be required for this Piggyback Rider in the Form attached hereto as Exhibit “3.”~~ **RESERVED**

iv. **Governing Law and Venue.** This Agreement is made and shall be interpreted, construed, governed, and enforced in accordance with the laws of the State of Florida. Venue for any state action or litigation shall be BREVARD County, Florida. Venue for any federal action or litigation shall be in the Middle District of Florida, Orlando Division. The Contractor’s surety is bound by this provision.

v. **Mediation.** The parties agree that should any dispute arise between them regarding the terms or performance of this Agreement, both parties will participate in mediation. The parties agree to equally share the cost of the mediator. Should the parties fail to resolve their differences through mediation, then any cause of action filed hereunder shall be filed in the Circuit or County Court for BREVARD County, Florida. The Contractor’s surety is bound by this provision.

vi. **E-Verify.** Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, any City contractors shall register with and use the U.S. Department of Homeland Security’s E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all employees hired on and after January 1, 2021. City Contractors must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the

Contractor stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system. Failure to comply with this provision will be a material breach of the contract, and shall result in the immediate termination of the contract without penalty to the City. The City Contractor shall be liable for all costs incurred by the City securing a replacement contract, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable. If the City Contractor utilizes Subcontractors the following shall apply:

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

vii. **Trafficking.** As a condition of this Agreement, the Service Provider shall attest under penalty of perjury that the 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. The Service Provider understands and affirms that Section 787.06(2), Florida Statutes, defines "coercion," "labor," and "services" as follows:

- a. **Definition of "Coercion":** "Coercion" means: (1) using or threatening to use physical force against any person; (2) restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against his or her will; (3) using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined; (4) destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any actual or purported government identification document, of any person; (5) causing or threatening to cause financial harm to any person; (6) enticing or luring any person by fraud or deceit; or (7) providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.
- b. **Definition of "Labor":** "Labor" means that work of economic or financial value.

- c. **Definition of "Services":** "Services" means any act committed at the behest of, under the supervision of, or for the benefit of another. The term includes, but is not limited to, forced marriage, servitude, or the removal of organs. Service Provider understands and affirms that Section 787.06(13), Florida Statutes, prohibits the City from executing, renewing, or extending a contract with an entity that uses coercion for labor or services.

viii. **Entities of Foreign Countries of Concern.** Service Provider certifies, affirms, and herein represents that, if the Services involve access to an individual's personal identifying information, the Contractor is not: (a) owned by the government of a foreign country of concern; (b) the government of a foreign country of concern does not have a controlling interest in the Contractor's business; and (c) the Contractor is not organized under the laws of or have its principal place of business in a foreign country of concern. The terms "foreign country of concern" and "controlling interest" shall mean as defined by Section 287.138, Florida Statutes, as may be amended from time to time

Q) INSURANCE - During the term of this Agreement, CONTRACTOR shall be responsible for providing the types of insurance and limits of liability as set forth under this Paragraph. Additionally, all independent contractors or agents employed by CONTRACTOR to perform any Work hereunder shall fully comply with the insurance provisions contained in these Contract Documents.

a. The CONTRACTOR shall maintain comprehensive general liability insurance in the minimum amount of \$2,000,000 as the combined single limit for each occurrence to protect the CONTRACTOR from claims of property damages which may arise from any Work performed under this Agreement whether such Work are performed by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.

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

c. The CONTRACTOR shall maintain, during the life of this Agreement, adequate Workers' Compensation Insurance in at least such amounts as are required by law and Employer's Liability Insurance in the minimum amount of \$2,000,000 for all of its employees performing Work for the OWNER pursuant to this Agreement.

d. The CONTRACTOR shall maintain comprehensive builder risk insurance, which shall cover CONTRACTOR'S labor, and any materials and equipment to be used for completion of the Work performed under this Agreement, against all risks of direct physical loss, excluding earthquake and flood, for a minimum amount of the Total Contract Price. CONTRACTOR shall maintain the builder risk insurance required by this subsection until final completion.

Construction Rider

City of Cocoa and City of Cocoa and PLAYMORE RECREATIONAL PRODUCTS & SERVICES

Provost Park Inclusive Playground

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Current, valid insurance policies meeting the requirements herein identified shall be maintained during the term of this Agreement. A copy of a current Certificate of Insurance shall be provided to the OWNER by CONTRACTOR upon the Effective Date of this Agreement which satisfied the insurance requirements of this Paragraph 25. Renewal certificates shall be sent to the OWNER 30 days prior to any expiration date. There shall also be a 30-day advance written notification to the OWNER in the event of cancellation or modification of any stipulated insurance coverage. **The OWNER and its engineer shall be an additional named insured on all stipulated insurance policies as its interest may appear, from time to time, excluding worker's compensation and professional liability policies.**

Insurance covering the specified additional insureds shall be primary insurance, and all other insurance carried by the additional insured shall be excess insurance; and with respect to workers' compensation and employer's liability, comprehensive automobile liability, commercial general liability, and umbrella liability insurance, CONTRACTOR shall require CONTRACTOR's insurance carriers to waive all rights of subrogation against OWNER and its engineer, the engineer's consultants, and their respective officers, directors, partners, employees and agents.

Each policy shall contain a cross liability or severability of interest clause or endorsement.

IN WITNESS WHEREOF, authorized representatives of the CITY and the CONTRACTOR have executed this Piggyback Rider to the Original Government Contract on the day and year below noted:

CITY:

**PLAYMORE RECREATIONAL PRODUCTS &
SERVICES**

Stockton Whitten, City Manager
Or Michael Blake, Mayor

[Name and Title of authorized signer]

Date: _____

Date: _____

ATTEST:

City Clerk



City of Cocoa Budget Adjustment Form FY2026- 013-A

Select Adjustment Type: Budget Amendment		Requesting Department #: PW-3520		Date Prepared: 10/9/25	
Revenue Accounts'					
Adjusting Amount	Account Number	Account Name	Current Budget	Adjusted Budget	Project Number
\$ 99,539	001-0000-389.99-50			\$ 99,539	PW26SE
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
\$ 99,539 Total					
Expense Accounts'					
Adjusting Amount	Account Number	Account Name	Current Budget	Adjusted Budget	Project Number
\$ 99,539	001-3520-572.64-00			\$ 99,539	PW26SE
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
\$ 99,539 Total					
Reason/Justification for Adjustment:					
To put budget in place utilizing fund balance for the Special Needs playground equipment at provost park, not to exceed \$100,000					
Agenda# 2025-963					
City Council Approval Needed? Yes: ☒ No: ☐		Date Approved:		Resolution #: 2025-078	
~*City Council Approval needed for transfers greater than \$75,000 or transfers between departments/funds. All CRA adjustments must go to their respective boards.					
Frank Mirabito Digitally signed by Frank Mirabito Date: 2025.10.21 12:35:12 -04'00'		Zoie Badalov Digitally signed by Zoie Badalov Date: 2025.10.21 13:33:13 -04'00'			
Requestor's Signature		Finance Approval Signature		Finance Director's Signature	
Abigail Morgan Digitally signed by Abigail Morgan Date: 2025.10.21 13:04:05 -04'00'		Lora Howell Digitally signed by Lora Howell Date: 2025.10.21 13:55:52 -04'00'			
Department Director's Signature		Deputy Finance Director's Signature		City Manager's Signature	
FINANCE USE ONLY:					
Date Entered:		Entered By:		Group #:	

RESOLUTION NO. 2025-078

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF COCOA, FLORIDA, AMENDING THE CITY
OF COCOA BUDGET FOR FISCAL YEAR 2026;
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, 2025, and ending on September 30, 2026, at a Special meeting held on September 16, 2025; 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 2026 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 28th day of October, 2025.

Michael C. Blake, Mayor

ATTEST:

Monica Arsenault, City Clerk

CITY COUNCIL AGENDA ITEM

Memo Date: October 8, 2025
Agenda Date: October 28, 2025
File ID: 2025-965
Prepared By: Katrina Combs, Utilities Administrative Technician
Through: James Mitchell, Water Treatment Manager
Requested Action: Approve the utilization of the Piggyback Contract under IFB #21-01MK with J & M Materials of Riverview, Inc. for the disposal of residual sludge products from the Claude H. Dyal Water Treatment Plant in the amount of \$250,000.00; Authorize the City Manager to Approve Contracts, Amendments and Purchases up to this amount.

BACKGROUND:

The Dyal Water Treatment Plant (WTP) produces two types of residual sludge product from its groundwater and surface water treatment processes: Lime Sludge and Ferric Sludge. These products are stored in repositories near the plant.

When these repositories reach capacity, efficient disposal is required using an approved sludge hauling contractor. The service is being procured through a Piggyback Contract with J & M Materials of Riverview, Inc., referencing IFB #21-01MK (originally awarded by the City of Bradenton, FL). The contract has an effective term through May 12, 2026. The contract pricing is currently \$8.85 per cubic yard.

Initial use of this contract was anticipated to fall under the City Manager's routine purchasing authority. However, due to changes in operational needs for both Lime and Ferric sludge disposal, the total anticipated expenditure for these services now reaches the full budgeted amount of \$250,000. Therefore, the contract utilization and purchase approval are being brought before the City Council, as the total expenditure exceeds the City Manager's spending threshold.

The disposal process follows a specific protocol: 1- Prior to any hauling by a contractor, the Deseret Ranch has the first right of refusal to accept the dried lime sludge for their use. 2-Lime sludge will only be hauled by the approved contractor if the Deseret Ranch declines acceptance and the storage repository nears capacity.

The estimated total volume of both Lime and Ferric residual sludge product requiring potential disposal is approximately 19,000 cubic yards annually. Estimated Annual Cost: \$10.00/cu.yd. (estimated price cap) $\times$ 19,000 cu.yds. = \$190,000 (Note: Due to the high potential variability in water quality and sludge production, the City requires the full budgeted amount for contingency.)

This estimated cost is well within the total funding allocated in the current Fiscal Year 2026 (FY26) Approved Budget:

- FY26 Budget for Lime Sludge Hauling: \$125,000.00
- FY26 Budget for Ferric Sludge Hauling: \$125,000.00
- Total FY26 Budgeted Funds: \$250,000.00

Staff seeks Council authorization to utilize the services under the existing contract up to the budgeted amount of \$250,000 to ensure continuity of operations and efficient management of the WTP residuals.

PRIORITY AREA CONNECTION:

BUDGETARY IMPACT:

Budgeted? Yes

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

FY2026

Amount Requested	\$250,000.00
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Account Number	421-4020-536.34-00
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Account Name	Contract Services
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Source/Use of Funds	Operating Revenue
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PREVIOUS ACTION:

On September 24th, 2020 Agenda File #:20-656 Award Bid # B-20-22-COC, Dyal Water Treatment Plant - Sludge Hauling/Removal to J&M Materials of Riverview, Inc., Seffner, Florida, for the Removal and Hauling of Lime and/or Ferric Sludge; Approve as a Three Year Multi-Year Contract with Two One-Year Option Renewals; and To Authorize the City Manager to Execute the Contract for the Original Term and any Renewals in an Amount Not to Exceed of \$190,000 for Each Year of the Contract; and to Authorize the City Manager to Approve Related Purchase Orders up to \$190,000 per year of the contract.

RECOMMENDED MOTION:

Approve the utilization of the Piggyback Contract under IFB #21-01MK with J & M Materials of Riverview, Inc. for the disposal of residual sludge products from the Claude H. Dyal Water Treatment Plant in the amount of \$250,000.00; Authorize the City Manager to Approve Contracts, Amendments and Purchases up to this amount.

**Second Contract Extension of Agreement IFB #21-01MK between
J & M Materials of Riverview, Inc. and the City of Bradenton**

This SECOND EXTENSION of Agreement IFB #21-01MK (the "Extension"), is made this 14th day of May 2025, between the CITY OF BRADENTON (hereafter referred to as "City"), a municipal corporation of the State of Florida located at 101 Old Main Street, Bradenton, Florida 34205 and J & M MATERIALS OF RIVERVIEW, INC., a Florida profit corporation (hereafter referred to as "Contractor"), with a principal office located at 6321 Muck Pond Road, Seffner, Florida 33584.

WITNESSETH:

WHEREAS, the City and Contractor entered into IFB #21-01MK (the "Agreement") on May 12, 2021, whereby Contractor was to provide the City with all dewatered iron humate sludge removal and hauling services at the City's Water Treatment Plant facility to include all labor, equipment, and personnel needed to load supplied vehicles, transport, and proper disposal of the sludge;

WHEREAS, the Agreement with the City provided for a three-year term, through May 11, 2024;

WHEREAS, the Agreement allows the option to renew for two (2) additional one-year periods;

WHEREAS, the Parties previously extended the Agreement for one (1) additional year through May 11, 2025;

WHEREAS, the Parties desire to extend the term of the Agreement for an additional one-year period to May 11, 2026;

WHEREAS, the City and the Contractor desire that except as amended by the terms of this Extension, all other terms, covenants and conditions of the Agreement, and the rights and obligations of the City and the Contractor, shall remain in full force and effect and are hereby ratified and affirmed.

NOW, THEREFORE, the City and the Contractor, for and in consideration of the provisions, mutual promises, covenants and conditions hereinafter set forth or recited, agree as follows:

1. **Recitals.** The recitals in the WHEREAS clauses are incorporated by reference and made a part of this Extension.
2. **Amendment to the Agreement.** The Agreement is hereby amended as follows, and such amendment shall prevail over conflicting provisions of the Agreement:
 - a. **Term.** The Agreement is hereby extended an additional one-year term, and the Agreement shall now expire on May 11, 2026.

3. **Affirmation.** Except as amended by the terms of this Extension, all other terms, covenants and conditions of the Agreement, and the rights and obligations of the City and the Contractor thereunder, shall remain in full force and effect and are hereby ratified and affirmed.
4. **Counterparts.** This Extension may be executed in separate counterparts by the parties as may be deemed necessary and convenient, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument. A party's original signature on the Extension hereto may be provided by facsimile or scanned and e-mailed and shall be effective upon transmission to the other party hereto.

IN WITNESS WHEREOF, the parties hereto accepted, made, and executed this Extension, upon the terms and conditions above stated, this 14th day of May, 2025.

Tina Fernigan, as President
J & M Materials of Riverview, Inc.

04/14/2025

Date

Josh Cramer
~~Gene Brown~~ Josh Cramer, Vice Mayor
Mayor, City of Bradenton

5/14/25

Date

Erin Jones
Erin Jones, NIGP-CPP, CPPB
Purchasing Manager, City of Bradenton

4/28/2025

Date



STANDARD FORM FOR NEW PIGGYBACK CONTRACT

The **City of Cocoa**, a Florida Municipal Corporation ("City") enters this "Piggyback" Contract with J & M Materials of Riverview, Inc. 6321 Muck Pond Rd, Seffner, FL 33584 (hereinafter referred to as the "Vendor" or "Contractor"), under the terms and conditions hereinafter provided. The City and the Vendor agree as follows:

The Financial Operations Manual (FOM) for the City of Cocoa allows for "piggybacking" contracts. Pursuant to this procedure, the City is allowed to piggyback an existing government contract, and there is no need to obtain formal or informal quotations, proposals or bids. The parties agree that the Vendor has entered into a contract with City of Bradenton - FL said contract being identified as: Sludge Removal and Disposal, Contract No. IFB #21-01MK. (referred to as the "Original Government Contract").

Work assigned under this contract may include, but is not limited to, the following types of projects: Sludge Removal and Disposal – see Exhibit "A" – original contract.

1. The original government contract is incorporated herein by reference and is attached as **Exhibit A** to this Contract. All of the terms and conditions set out in the original government contract (Exhibit "A") are fully binding on the parties and said terms and conditions are incorporated herein.
2. Notwithstanding the requirement that the original government contract is fully binding on the parties, the parties have agreed to modify certain technical provisions of the original government contract as applied to this Contract between the Vendor and the City of Cocoa, as follows:

2.1. Entity Referenced:

Notwithstanding anything in **Exhibit A** to the contrary, the following terms shall be substituted throughout the Original Government Contract: **City of Bradenton** = City of Cocoa; **City of Bradenton** Code = Code of the City of Cocoa. Further, references to specifically identified **City of Bradenton** Codes, policies and procedures shall refer to similar and substantively equivalent Cocoa Codes, policies and procedures, if any.

2.2. Time Period ("Term") of the Agreement:

The effective date of this agreement shall be the latest date mutual parties sign by and between the City of Cocoa, FL and J & M Materials of Riverview. The term of said agreement shall be for the period effective date of signature through 05/12/2026. The Agreement shall continue until all outstanding Purchase Orders issued prior to the expiration of this Agreement have been either completed or terminated.

The City of Cocoa intends to utilize said agreement for Fiscal Year 2026 and shall not exceed the budgeted amount, any change orders to this amount must be approved by City Council.

2.3 Pricing and Payments:

The pricing under the Original Government Contract shall remain firm throughout the duration of this Agreement. Price increases agreed to by the Original Government Agency after the Effective Date of this Agreement shall not be binding upon the City of Cocoa unless an Amendment to this Agreement is properly executed by an authorized representative of the City of Cocoa. Payments shall be due and payable as provided by the Florida Local Government Prompt Payment Act s. 218.70 et. seq., Florida Statutes.

2.4 Insurance Requirements (As Applicable):

A. COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY INSURANCE

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

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

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

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

AUTOMOBILE LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL CONTRACTS:

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

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

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

C. ENVIRONMENTAL IMPAIRMENT INSURANCE MINIMUM REQUIREMENTS:

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

D. WORKERS' COMPENSATION INSURANCE MINIMUM REQUIREMENTS:

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

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

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

E. COMPREHENSIVE BUILDER RISK INSURANCE

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

F. DURATION OF CONTRACTS-NAMED INSUREDS-LIABILITY INSURANCE:

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

2.5. E-Verify:

Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, Contractor shall register with and use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all employees hired on and after January 1, 2021.

The CONTRACTOR must provide proof of Employment Eligibility by completing the E-Verify Contractor Affidavit (**Exhibit B**). This must be completed prior to the City issuing any Purchase Orders or requesting services.

B. Subcontractors:

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

C. Failure to comply with this provision is a material breach of the Agreement and shall result in the immediate termination of the Agreement without penalty to the City. To the extent provided by Florida law, Contractor shall be liable for any additional costs incurred by the City as a result of the termination of the Agreement.

2.6. Address change for the City of Cocoa:

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

2.7. Venue:

Notwithstanding anything in Exhibit "A" to the contrary, the venue of any state action or litigation shall be Brevard County, Florida. Venue for any federal action or litigation shall be in the Middle District of Florida, Orlando Division. The law of Florida will control any dispute between the parties arising out of or related to this Piggyback Contract, the performance thereof or any products or services delivered pursuant to such contract.

2.8. Dispute Resolution:

Notwithstanding any other provision in Exhibit "A" to the contrary, there shall be no arbitration with respect to any dispute between the parties arising out of this Contract. Dispute resolution shall be through voluntary and non-binding mediation, negotiation or litigation in the Court of appropriate jurisdiction in Brevard County, Florida, with the parties bearing the costs of their own legal fees and related costs with respect to any dispute resolution, including litigation.

2.9. Notice:

Any notices required to be given by the terms of this Agreement shall be delivered by hand or mailed, certified mail, return receipt requested, postage prepaid to:

For Vendor	For City
J & M Materials of Riverview, Inc Attn: Tina Jernigan, President 6321 Muck Pond Rd. Seffner, FL 33584 Phone: 813-478-2102 Email: JandMMaterials@gmail.com	City of Cocoa Attn: Stockton Whitten, City Manager 65 Stone Street Cocoa, FL 32922

2.10. Sovereign Immunity:

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

2.11. Indemnity:

In addition to any indemnity obligation required in the Original Government Contract and for purposes of Contractor's indemnification obligation only, Contractor shall indemnify the City for claims made by the employees of Contractor against the City, and Vendor hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. This waiver has been specifically and mutually negotiated by the parties.

2.12. Entities of Foreign Countries of Concern:

Contractor certifies, affirms, and herein represents that, if the Services involve access to an individual's personal identifying information, the Contractor is not: (a) owned by the government of a foreign country of concern; (b) the government of a foreign country of concern does not have a controlling interest in the Contractor's business; and (c) the Contractor is not organized under the laws of or have its principal place of business in a foreign country of concern. The terms "foreign country of concern" and "controlling interest" shall mean as defined by Section 287.138, Florida Statutes, as may be amended from time to time

3. All other provisions in the original government contract (Exhibit "A") are fully binding on the parties and will represent the agreement between the City of Cocoa and the Vendor.
4. This contract is not a requirements agreement nor is it an exclusive agreement. Accordingly, the City of Cocoa reserves the right to purchase the goods or services that are the subject hereof from any alternative vendor during the contract term, regardless of contrary language in the underlying contract that is being piggybacked.

Entered this 19 day of September

J & M Materials of Riverview, Inc.

Tina Jernigan 9/19/2025
Signature Date

Tina Jernigan President
Name and Title

City of Cocoa

Stockton Whitten 9/19/2025
Signature Date

Stockton Whitten, City Manager

Name and Title

N/A

Signature Date

Michael Blake, Mayor

Name and Title

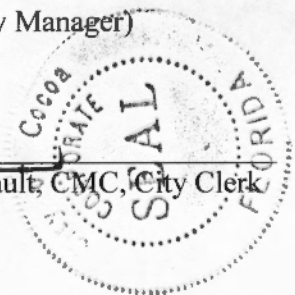
City Council Approval Required

☐ Yes (Approved by Mayor)

☒ No (Approved by City Manager)

Attest:

Monica Arsenault
Monica Arsenault, CMC, City Clerk





City of Bradenton, Florida

City Council Agenda Memorandum

Agenda Item:

Agreement IFB # 21-01MK with J & M Materials of Riverview, Inc.

Agenda Date:

5/12/2021

Originated by:

Magdalena Krutick, Assistant Purchasing Manager

Authorized by:

Jim McLellan, PE, Director Public Works and Utilities

- ☐ Proclamation ☐ New Business
☐ Presentation ☐ Business by Appt.
☒ Consent ☐ CRA Business
☐ Business/Advertising/Hearings
☐ Unfinished Business

☐ This item is Quasi-Judicial

☐ This item requires a public hearing

Explanation:

J & M Materials of Riverview, Inc. agrees to provide the City with dewatered iron humate sludge removal and hauling services at the City of Bradenton Water Treatment Plant facility to include all labor, equipment, and personnel needed to load supplied vehicles, transport, and properly dispose of the sludge. This agreement is in accordance with the specifications, General Terms and Conditions per City of Bradenton Invitation for Bid (IFB) # 21-01MK. This contract shall be for a base contract period of three (3) years, commencing from date of award as authorized by the signing of this document by Gene Brown, Mayor.

Financial Impact:

Expenses are included in the Public Works & Utilities 2020-21 budget.

Attorney Review/Recommendation:

Reviewed and edited by Scott E. Rudacille.

Requested action to be taken by Council:

Approve Agreement for Mayor's signature.

Recommended Motion:

Recommend Motion to Approve.

Attachments:

Agreement IFB # 21-01MK with J & M Materials of Riverview, Inc., Invitation For Bid # 21-01MK, Bid Tabulation and Notice of Conditional Contract Award.



CITY OF BRADENTON
BRADENTON, FLORIDA

J & M Materials of Riverview, Inc. agrees to enter into an agreement with the City of Bradenton, Florida to provide the City with dewatered iron humate sludge removal and hauling services at the City of Bradenton Water Treatment Plant facility to include all labor, equipment, and personnel needed to load supplied vehicles, transport, and properly dispose of the sludge. This agreement is in accordance with the specifications, General Terms and Conditions per City of Bradenton Invitation for Bid (IFB) # 21-01MK. This contract shall be for a base contract period of three (3) years, commencing from date of award as authorized by the signing of this document by Gene Brown, Mayor. Provided that there are no changes of prices, terms, or conditions, this contract can be renewed beyond the first three-year contract period for two (2) additional one (1) year periods, not to exceed total contract duration of sixty (60) months, if agreeable by both parties in writing. Written notice of intention not to renew or to request a pricing adjustment by giving a thirty (30) days written notice of intention to terminate must be submitted by the successful bidder ninety (90) days prior to the end of a contract period. Should the successful bidder choose not to renew the bid awarded, the City reserves the right to terminate the agreement with that successful bidder and select the next qualified bidder, or re-advertise for those bid items, or solicit a new Invitation for Bid for all items (including multiple bid awards).

The Agreement made as a result of the acceptance of any quote from this Invitation for Bid shall be made in the form of a Purchase Order and the successful Bidder shall be bound by the terms and conditions contained in this Invitation for Bid as well as the Purchase Order. Should a conflict exist between the terms and conditions contained in this Invitation for Bid and the resulting Purchase Order, the terms contained in this Invitation for Bid shall take precedence.

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the Custodian of Public Records at 941-932-9400; cityclerk@cityofbradenton.com; 101 12th Street West, Bradenton FL 34205.

Tina Jernigan
Tina Jernigan, President
J & M Materials of Riverview, Inc.

04/26/2021
Date

Jim McLellan
Jim McLellan, P.E., Director
City of Bradenton Public Works and Utilities

04/26/2021
Date

Magdalena Krutick
Magdalena Krutick
Assistant Purchasing Manager

04/26/2021
Date

Gene Brown
Mayor

05/12/2021
Date

BID TABULATION
City of Bradenton Water Treatment Plant
Bid # 21-01MK
Sludge Removal and Disposal
Bid opening 2:00PM, April 14, 2021

		APPARENT LOW BID
COMPANY	Revinu	J & M Materials of Riverview, Inc.
	Winter Haven, FL	Seffner, FL
Bid Item		
Unit Price	\$ 19.84	\$ 8.85
Total Bid	\$ 257,920.00	\$ 115,050.00
TOTAL BASE BID	\$ 257,920.00	\$ 115,050.00
Bid Forms		
Bidder's Certification	yes	yes
Bid Form	yes	yes
Questionnaire	yes	yes
Sworn Statement on Public Entity Crimes	yes	yes
Addenda Acknowledgement	yes	yes



CITY OF BRADENTON

101 Old Main Street
Bradenton, Florida 34205-7865

(941) 932-9400

www.cityofbradenton.com

Gene Brown
Mayor

Jane Kocher
Ward 1

Marianne Barnebey
Ward 2

Patrick Roff
Ward 3

Bill Sanders
Ward 4

Pam Coachman
Ward 5

NOTICE OF CONDITIONAL CONTRACT AWARD

April 20th 2021

J & M Materials of Riverview, Inc.
6321 Muck Pond Road
Seffner, FL 33584

SUBJECT: Notice of Conditional Contract Award under IFB # 21-01MK
Sludge Removal and Hauling Services

Dear Tina Jernigan:

This letter is in regard to the subject Invitation for Bid # 21-01MK (IFB), issued by the City of Bradenton Water Treatment Plant Sludge Removal and Hauling Services. City staff has evaluated the received bids and is hereby announcing its conditional contract award to the following bidder:

- J & M Materials of Riverview, Inc.

The bidder listed above received staff's acceptance as the most responsive and responsible bidder. This Notice of Conditional Contract Award is subject to execution of a written contract and, as a result, this Notice does NOT constitute the formation of a contract between the City and the apparent successful vendor. The vendor shall not acquire any legal or equitable rights relative to the contract services until a contract containing terms and conditions is executed. The City further reserves the right to cancel this Notice of Conditional Contract Award at any time prior to the execution of a written contract.

This award decision is conditioned upon final approval by the City of Bradenton City Council.

Thank you for your interest in doing business with the City of Bradenton.

Sincerely,

Magdalena Krutick
Assistant Purchasing Manager



Invitation to Bid

IFB # 21-01MK

**SLUDGE REMOVAL AND DISPOSAL
CITY OF BRADENTON WATER TREATMENT PLANT**

Department: Public Works

Type: Invitation to Bid (IFB)

***Issued by the City of Bradenton
Public Works
Purchasing Division***

Bid submittals to be received by Purchasing

2:00pm, April 14, 2021

Pricing will be tabulated in this Bid

***In the Office of the Purchasing Manager
1300 6th Street West
Bradenton, Florida 34208
Phone 914-714-7502***

IFB # 21-01MK

SLUDGE REMOVAL AND DISPOSAL CITY OF BRADENTON WATER TREATMENT PLANT

City of Bradenton, a political subdivision of the State of Florida, (hereinafter "City") invites your participation in the following Invitation to Bid. The specifications stated herein are of the minimum requirements. All bids submitted must be in accordance with the Invitation to Bid documents in their entirety.

PRE-BID MEETING: none - for site visits, see page 18

DATE ISSUED: March 8, 2021

DEADLINE FOR CLARIFICATIONS REQUESTS: March 31, 2021 at 2:00 PM

TIME AND DATE DUE: 2:00pm, April 14, 2021

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XI.	Statement of No Bid	page 33

**FOR INFORMATION PLEASE CONTACT:
Magdalena Krutick, Assistant Purchasing Manager
Phone (941) 714-7501 Fax (941) 714-7503
Magdalena.Krutick@cityofbradenton.com
Public Works Department
Purchasing Division**

I. INSTRUCTIONS TO BIDDERS

PURPOSE

It is the intent of the City of Bradenton to enter into a contract for sludge removal and hauling services at the City of Bradenton Water Treatment Plant facility. The contract is for a period of three (3) years, commencing from the date of award, with the potential of two (2) additional one (1) year renewals. It is the specific purpose of this bid to establish a contract for the required services and to secure the cost and a reliable, experienced single contractor to perform these services.

BID FORM DELIVERY REQUIREMENTS

Any bids received after the stated time and date will not be considered. All Bids shall be submitted in a sealed envelope, **using the attached Bid Label**. Acceptable methods of delivery of bids are as follows:

US MAIL/UPS/FedEx to: City of Bradenton
Purchasing Division
Magdalena Krutick, Assistant Purchasing Manager
1300 6th Street West
Bradenton FL 34205

Bid documents are to be submitted in triplicate, along with an electronic version of the documents (CD-ROM or USB drive are acceptable). Bids not containing three sets of documents or the electronic copy shall be returned as non-responsive.

MODIFICATION OF IFB DOCUMENTS

If a Bidder wishes to recommend changes to the IFB documents, the Bidder shall furnish, in writing, data and information necessary to aid City in evaluating the request to modify the Specifications. The City is not obligated to make any changes to the IFB documents. Unless an Addendum is issued, the IFB documents shall remain unaltered.

DEADLINE FOR CLARIFICATION REQUESTS

2:00 PM on March 31, 2021 shall be the deadline to submit all inquiries, suggestions, or requests concerning interpretation, clarification or additional information pertaining to this Invitation to Bid. Requests should be submitted via letter, fax, or e-mail for an interpretation thereof to Purchasing Division (listed previously).

CLARIFICATION

An interpretation of the bid invitation document will be made **only by addendum** duly issued to each party receiving a bid invitation. All such addenda shall become part of the Contract Documents. Bidders shall not accept any verbal or telecommunication explanation as authorized clarification of the contents herein.

OPENING LOCATION AND DATE

2:00pm, April 14, 2021 City of Bradenton
Public Works Department
1411 9th Street West
Bradenton FL 34205

UNBALANCED BIDDING PROHIBITED (applicable to unit based bids only) 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 specifications and industry and market conditions, the bid will be presumed to be unbalanced. Examples of unbalanced bids will include:

1. Bidders showing omissions, alterations of form, additions not specified or required conditional or unauthorized alternate bids.
2. Bidders, quoting prices that substantially deviate, either higher or lower, from those included in the bids of competitive bids for the same line item unit costs.
3. 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 bids, price lists, letters of intent, etc., which the bids obtained and upon which the bidder relied upon to develop the bid. The City reserves the right to reject as non-responsive any presumptive unbalanced bids where the bidder is unable to demonstrate the validity and/or necessity of the unbalanced unit costs.

WITHDRAWAL OF OFFERS

Bids may not be changed after the bid closing time. To withdraw a bid that includes a clerical error after bid opening, the bidder must give notice in writing to the City of claim or right to withdraw a bid. Within **two (2) business days** after the bid opening, the bidder requesting withdrawal must provide to the City all original work papers, documents, and other materials used in the preparation of the bid. A bidder may also withdraw a bid prior to the time set for the opening of bids by simply making a request in writing to the City; no explanation is required. No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work for the person to whom the Contract is awarded or otherwise benefit from the Contract. No partial withdrawals of a bid are permitted after the time and date set for the bid opening; only complete withdrawals are permitted.

IRREVOCABLE OFFER

Any bid may be withdrawn up until the time and date set for opening of the Bid. Any Bid not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of **ninety (90)** days to sell to the City the goods or services set forth in the attached IFB until one or more of the bids have been duly accepted by the City. The failure of the bidder to accept an award within **ten (10)** days after award shall be just cause for cancellation of the award. Award may then be made to the next lowest, responsive, and responsible bidder.

COSTS INCURRED IN RESPONDING

This solicitation does not commit the City to pay any costs incurred in the submission of bids or make necessary studies or designs for the preparation thereof, nor to procure or contract for the equipment.

RESERVED RIGHTS

The City reserves the right to accept or reject any and/or all bids, to waive irregularities and technicalities, and to request resubmission. Also, the City reserves the right to accept all or any part of the bid and to increase or decrease quantities to meet additional or reduced requirements of the City. Any sole response received by the first submission date may or may not be rejected by the City depending on available competition and current needs of the City. For all items combined, the bid of the lowest responsive, responsible bidder will be accepted, unless all bids are rejected.

The lowest, **responsible** bidder shall mean that Bidder who makes the lowest bid to sell goods and/or services of a quality which meets or exceeds the quality of goods and/or services set forth in the IFB documents or otherwise required by the City, and who is fit and capable to perform the work as specified.

To be **responsive**, a bidder shall submit a bid which conforms in all material respects to the requirements set forth in the Invitation to Bid. To be a responsible bidder, the Bidder shall have the capability in all respects to perform fully the Bid requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance.

Also, the City reserves the right to make such investigation as it deems necessary to determine the ability of any Bidder to deliver the goods or service requested. Information the City deems necessary to make this determination shall be provided by the Bidder. Such information may include, but shall not be limited to: current financial statements, verification of availability of equipment and personnel, and past performance records.

APPLICABLE LAWS

Bidder must be authorized to transact business in the State of Florida. All applicable laws and regulations of the State of Florida and ordinances and regulations of the City of Bradenton will apply to any resulting Contract.

ANTI-COLLUSION

By offering a submission to this Invitation to bid, the bidder certifies that the bidder has not divulged, discussed or compared their bid with other bidders, and **has not colluded** with any other bidder or parties to this bid whatsoever. Also, bidder certifies, and in the case of a joint bid each party thereto certifies as to their own organization, that in connection with this Bid:

- a. any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices and or cost data, with any other bidder or with any competitor;

- b. any prices and/or cost data quoted for this Bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the Bidder, prior to the scheduled opening, directly or indirectly to any other bidder or to any competitor;
- c. no attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition;
- d. the only person or persons interested in this bid, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this bid or in the contract to be entered into;
- e. and no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding or a commission, percentage, brokerage, or contingent fee excepting bona fide employees or established commercial agencies maintained by bidder for purpose of doing business.

CODE OF ETHICS

With respect to this bid, if any Bidder violates, directly or indirectly, the ethics provisions of the City Purchasing Code and/or Florida criminal or civil laws related to public procurement, including but not limited to Florida Statutes Chapter 112, Part II, Code of Ethics for Public Officers and Employees, such Bidder will be disqualified from eligibility to perform the work described in this Invitation to Bid, and may be disqualified from furnishing future goods or services to, and from submitting any future bids, quotes, or proposals for work or for goods or services for the City.

By submitting a bid, the Bidder represents to the City that all statements made and materials submitted are truthful, with no relevant facts withheld. If a Bidder is determined to have been untruthful in its bid or any related presentation, such Bidder will be disqualified from eligibility to perform the work described in this Invitation to Bid, and may also be disqualified from furnishing future goods or services to, and from submitting any future bids, proposals, or quotes to supply goods or services to the City.

PUBLIC ENTITY CRIMES STATEMENT

As required by Florida Statute § 287.133, a person or affiliate who has been placed on the State's convicted vendor list following a conviction for a public entity crime, as that term is defined in Florida Statute § 287.133, may not submit a Bid to provide any goods or services to a public entity; may not submit a Bid 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 Florida Statutes § 287.017 for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted list.

In addition, the City prohibits the Award of any resulting Contract to any person or entity who/which has, within the past five (5) years, been convicted of, or admitted to in court or

sworn to under oath, a public entity crime or of any environmental law that, in the reasonable opinion of the Purchasing Official, establishes reasonable grounds to believe the person or business entity will not conduct business in a responsible matter.

It is required that the attached public entity form be signed and returned to the City with the bid.

BID FORMS

Bids must be submitted on attached provided forms, although additional pages may be attached. **Bidders must fully complete all pages of the Bid Forms. Bid Forms must be executed by an authorized signatory who has the legal authority to make the Bid and bind the company. Bidders must fully comply with all requirements of this IFB in its entirety.** Failure to comply shall result in default of the resulting Contract, whereupon, the defaulting Contractor shall be required to pay for any and all re-procurement costs, damages, and attorney fees as incurred by the City.

LEGAL NAME

Bids shall clearly indicate the legal name, address and telephone number of the Bidder on the Bid Form. Bid Forms shall be signed above the typed or printed name and title of the signer. **The signer must have the authority** to bind the Bidder to the submitted Bid. If signature is by an agent, other than an officer of the corporation or a member of a partnership, a notarized power-of-attorney must accompany the Bidder's Bid. Failure to provide evidence of authority, as referenced above, may cause the Proposal to be regarded as not properly authorized and may subject it to rejection (disqualification).

When Bidder is a **partnership**, the Bid Form shall be signed in the name of the firm and by all partners required under the terms of the partnership agreement. When a corporation is a Bidder, the authorized corporate officers shall sign.

Bidders who are **corporations or limited partnerships** shall provide a certified copy of their permit to transact business in the State of Florida, preferably along with the Bid Form, or within forty-eight (48) hours after request by the City.

When submitting a Bid as a **joint venture**, it must have filed paper documents with the Division of Profession's Construction Industry Licensing Board prior to submitting a Bid.

DISCOUNTS

Any and all discounts must be incorporated in the prices contained in the Bid and not shown separately. The prices as shown on the Bid Form shall be the prices used in determining Award.

TAXES

The City of Bradenton is exempt from Florida Sales Tax Exempt (Cert. No. 85-8012621545C-7); therefore, the Bidder is prohibited from delineating a separate line item in his Bid for any sales taxes. Nothing herein shall affect the Bidder's normal tax liability.

DIRECT PURCHASE

The City reserves the right, at the City's option, to direct purchase materials, equipment, and furnishings involved in any project, including subcontracts, if any. The successful bidder/contractor, and all subcontractors, if any, shall comply with the City's direct purchase procedures, including but not limited to those listed below.

1. Within 15 days of the posted date of the Notice of IFB Action, the successful bidder/contractor shall submit a list of potential Direct Purchase items for the City's consideration. The intent is for single items or large quantities of single items of approximately \$5,000.00 or more to be considered for Direct Purchases. The parties acknowledge that City may be directly purchasing some of the material and/or equipment necessary for any project so as to save the sales tax which would otherwise have been due with regard to same.
2. Along with the list, the successful bidder/contractor shall also include the price bids from the suppliers from the IFB, including any terms and conditions negotiated with the suppliers. **The successful bidder/contractor is responsible** for selecting the supplier, specifications, material receipt, inspecting shipments and assuring that the material is in accordance with the specifications. In the event the City determines to make any Direct Purchase of material and/or equipment for any project, the Direct Purchase will be authorized by a deductive change to the agreement. The deductive change for the Direct Purchase shall reduce the contract amount otherwise due from the City to the successful bidder/contractor by the cost to be paid by the City for the material and/or equipment to be directly purchased by the City and by the sales tax saved by the City directly purchasing the material and/or equipment. The successful bidder/contractor retains all responsibility for an acceptable finished product and is responsible for maintaining the work schedule. The City's Direct Purchase mechanism to effectuate tax savings in no way effects the obligation of the successful bidder/contractor to meet all of the terms and conditions and all provisions and technical specifications of the IFB and resultant contract document. The successful bidder/contractor shall be responsible for insuring all materials and items in his care, custody and control, regardless of whether directly purchased by the City or not. The materials directly purchased by the City for inclusion into the project are subject to the same terms and conditions as any and all other items of the contract.
3. The Direct Purchase items selected, and upon request of an order by the successful bidder/contractor, the Purchasing Department will issue a Direct Purchase order to the successful bidder/contractor's or subcontractor's source at the price proposed in the successful bidder/contractor's IFB, less sales tax. The City reserves the option to issue the Direct Purchase orders to the City's annual contract vendors or State contract vendors for comparable or lower prices, but will subtract from the contract the price shown on the successful bidder/contractor's or subcontractor's IFB.
4. It will be the successful bidder/contractor sole and complete responsibility to properly expedite and follow up on direct purchase orders, thereby assuring

delivery of the item as ordered and at the time and place needed by the successful bidder/contractor.

5. The successful bidder/contractor shall take delivery, unload, store and install the materials and equipment purchased on the direct purchase order in accordance with the IFB, protect and maintain in proper condition; and work with the supplier to repair, replace, and make good any defect without cost to the City, until such time as the scope of work by the successful bidder/contractor has been completed and accepted by the City. The successful bidder/contractor will be responsible for undertaking and completing any returns of direct purchase materials or equipment, and working with the supplier to effectuate any warranties for defective materials or equipment, or resolving any problems related to the direct purchase materials and equipment. The successful bidder/contractor will coordinate corrective action. Any returns not replaced shall be credited to the City and acknowledged by a supplement to the direct purchase order and amendment to the successful bidder/contractor's application for payment. The successful bidder/contractor shall not be responsible for warranting the materials and equipment to the City, however, the successful bidder/contractor shall be responsible for maintaining the supplier's warranty of the material or equipment purchased by direct purchase order by the City. The successful bidder/contractor shall maintain records of all direct purchases received and incorporated into the work and provide the City with a monthly accounting.
6. When delivery of a direct purchase order is complete, or a payment is to be made on a partial shipment, the successful bidder/contractor will immediately submit to the City the invoice and documentation supporting the goods received. Invoices for direct purchase orders will be sent by the direct purchase vendor to the successful bidder/contractor. The successful bidder/contractor will verify delivery and sign the invoice and associated documentation supporting the amount of the payment. Payment will be made by check mailed to the direct purchase vendor as of the next available check run of the City. The successful bidder/contractor will assist the City in assuring prompt payment by supplying the supplier's FEI numbers, addresses, phone numbers, etc.

EQUAL EMPLOYMENT

Bidder shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, or handicap.

MINORITY BUSINESS ENTERPRISES

The City of Bradenton, Florida, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR Part 8) issued pursuant to such Act, hereby notifies all Bidders that it will affirmatively ensure that in any contract entered into pursuant to this invitation, minority business enterprises will be afforded full opportunity to submit Bids in response to this invitation and will not be discriminated against on the grounds of race, color or national origin in consideration of an award. Anyone requiring accommodations to access any public meetings required as part

of the IFB or contract process should contact the Purchasing Manager at the address and phone number provided herein, at least 24 hours in advance of the meeting.

MATHEMATICAL ERRORS

In the event of multiplication/extension error(s), the unit price shall prevail. In the event of addition error(s) the extension totals will prevail. All Bids shall be reviewed mathematically and corrected, if necessary, using these standards, prior to additional evaluation.

DISCLOSURE

Upon receipt, all inquiries and responses to inquiries related to this Invitation to Bid become "Public Records," and shall be subject to public disclosure consistent with Florida Statutes, Chapter 119.

PUBLIC RECORDS

Pursuant to Florida Statutes 119.0701, to the extent successful bidder/contractor is performing services on behalf of City, the successful bidder/contractor must:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;
- b. Provide the public with access to public records on the same terms and conditions that the City would provide and at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law;
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law, and;
- d. Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of Successful Bidder upon termination of the awarded Contract and/or PO and destroy any duplicate public records that are exempt or confidential from public records disclosure requirements. All records stored electronically must be provided to City in a format that is compatible with City's information technology systems.
- e. Proposer acknowledges that all information contained within its RFP is a public record, as defined in Chapter 119, "Public Records", of the Florida Statutes. No information should be labeled confidential unless exempted under said laws.

**IF THE BIDDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119,
FLORIDA STATUTES, TO THE BIDDER'S DUTY TO PROVIDE PUBLIC RECORDS
RELATING TO THIS CONTRACT, CONTACT THE CITY OF BRADENTON CUSTODIAN OF
PUBLIC RECORDS AT:**

Phone: (941)932-9400

Email: cityclerk@cityofbradenton.com

Mailing Address: 101 Old Main Street – Bradenton, FL 34205

II. MINIMUM SPECIFICATIONS

SCOPE

The City is seeking proposals for loading, transportation, and disposal of dewatered iron humate sludge from the City's Water Treatment Plant. The successful bidder/contractor shall provide equipment and personnel to load and remove such fill at the request of the City, approximately once a year, from the location specified by staff at the City's Water Treatment Plant located at 5600 Natalie Way, Bradenton, FL 34203. The services to be provided are the furnishing of needed equipment to load supplied vehicles, transportation and proper disposal of the dewatered sludge, in an environmentally sound manner. Successful bidder/contractor is responsible for providing equipment and personnel able to load their supplied vehicle with dried iron humate sludge located at the City's Water Treatment Plant. The City will provide all Bidders samples of the iron humate for analysis purposes upon request. Bidders shall base their proposals on an estimated annual total of 13,000 cubic yards of sludge to be removed and disposed of each year, for the new contract period. The successful bidder/contractor will be responsible for handling the actual volume of sludge as produced at the Water Treatment Plant.

PERMITS, LICENSES AND REGULATIONS

All permits and licenses necessary for the completion of the work shall be secured and paid for by the successful bidder/contractor. In order to perform public work, the successful bidder/contractor shall, as applicable, hold or obtain such Contractor's and Business Licenses as required by State Statutes. Transportation and disposal of sludge must comply with all state and federal regulations.

WORKING HOURS

All work shall be performed during regular working hours, 7:00 a.m. until 5:00 p.m., Monday through Friday. Saturday work may be accomplished, upon prior approval from the City, if weather conditions prevent the work from being completed during regular working hours. Sunday work is prohibited. Overtime is NOT permitted and overtime charges shall not be included in the Bid Price. Non-scheduled (emergency and non-emergency) maintenance, depending upon the circumstances, may require work to be performed during the week at non-regular working hours or weekends as may be requested by the City.

WORK AUTHORIZATION

Scheduled: Work shall be completed as delineated on the approved Purchase Order resulting from the inspection conducted by the successful bidder/contractor and a City representative. The City shall use the approved Purchase Order and original or electronic Invoice as authorization for payment for tasks successfully completed.

Emergency: Work authorization for non-scheduled maintenance for emergency work shall be initiated with a verbal contact (followed by written documentation) by the City representative concerning maintenance requiring immediate clean-up, such as, but not limited to wind damage, rain damage, or debris from storm damage, in order to prevent any inconvenience or hazardous conditions to the general public. The City shall use the approved

Purchase Order as a schedule of tasks and authorization for payment for tasks successfully completed.

SUBCONTRACTORS

It is expected that the successful bidder/contractor shall have in-house capability to provide all the services required by this contract; however, should the successful bidder/contractor find it necessary to utilize the services of a subcontractor, the successful bidder/contractor shall first obtain the approval of the City. The successful bidder/contractor shall also require each subcontractor to adhere to applicable provisions of this contract. The utilization of any subcontractor shall not relieve the successful bidder/contractor from any liability or responsibility to the City pursuant to the provisions of this contract or obligate the City to the payment of any compensation to the subcontractor or additional compensation to the successful bidder/contractor.

SUPERVISION

The successful bidder/contractor shall have a competent crew supervisor available at all times while work is being performed who is able to read, write and speak English. This person shall also be able to effectively communicate/translate to the crews the City's needs and expectations and respond/resolve to all related issues.

All responsible individuals shall be available by telephone, cellular telephone, and/or pager at all times.

BACKGROUND CHECKS

The successful bidder/contractor shall provide to the City criminal background checks from the Florida Department of Law Enforcement (FDLE), for all employees that the Contractor intends to use to perform work at these City facilities.

The cost of the criminal background checks from the FDLE shall be the sole responsibility of the successful bidder/contractor.

PUBLIC CONVENIENCE AND SAFETY

The successful bidder/contractor shall continuously maintain adequate protection of all their work from damage and shall protect all property from loss arising in connection with the contract. The successful bidder/contractor shall comply with the Florida Department of Commerce Safety Regulations and any local safety regulations.

The successful bidder/contractor shall at all times so conduct their work as to assure the least possible obstruction to traffic and inconvenience to the general public and the residents in the vicinity of the work and to insure the protection of persons and property, satisfactory to the City. No road or street shall be closed to the public, except with the permission of the City. Fire hydrants on or adjacent to the work shall be kept accessible at all times.

III. BASIS OF AWARD & BIDDER QUALIFICATIONS

BASIS OF AWARD

The City reserves the right to award a contract to one Bidder for the specified services by total bid price as provided in the Proposal Section, to the lowest responsive, responsible Bidder who, in the sole and absolute judgment of the City, can provide the services required.

Whenever two or more bids are equal with respect to price, quality and service, the bid received from a **local business** shall be given preference in award. Whenever two or more bids which are equal with respect to price, quality and service are received and both bids, or neither of the bids is received from a local business, the award shall be determined by a chance drawing conducted by the Purchasing Office and open to the public.

Local business is defined as a business legally authorized to engage in the sale of the goods and/or services to be procured, and which certifies within its bid that for at least six (6) months prior to the announcement of the solicitation of bids it has maintained a physical place of business in Manatee, Desoto, Hardee, Hillsborough, Pinellas or Sarasota County with at least one full-time employee at that location.

The City is the interpreter of these IFB documents. If a contract is to be awarded, the City will give the successful bidder/contractor a written **Notice of Intent of Award**. Successful bidder/contractor shall execute and deliver the Agreement within ten (10) days of the date of Notice of Intent of Award. The successful bidder/contractor shall also furnish to the City, within ten (10) days of Notice of Intent of Award, all Certificates of Insurance as specified herein.

BIDDERS QUALIFICATIONS

Proposals shall be considered only from firms that have been engaged in providing services similar to those specified herein for a period of **not less than five (5) years continuously** and that are presently engaged in the provision of these services.

To respond to service requests within a reasonable time, successful bidder/contractor's operation shall be within 100 miles of Bradenton, Florida. The Bidder may be required before the award of any contract to show to the complete satisfaction of the City that it has the necessary facilities, ability, and financial resources to provide the service specified therein in a satisfactory manner. The Bidder may also be required to give a past history and references in order to satisfy the City in regard to the Bidder's qualifications.

The City may make reasonable investigations deemed necessary and proper to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the City all information for this purpose that may be requested. The City reserves the right to reject any bid if the evidence submitted by, or investigation of, the Bidder fails to satisfy the City that the Bidder is properly qualified to carry out the obligations of the Contract and to complete the work described therein.

IV. GENERAL TERMS AND CONDITIONS

CONTRACT FORMS

The Agreement made as a result of the acceptance of any bid from this Invitation to Bid shall be made in the form of a Purchase Order and the successful bidder/contractor shall be bound by the terms and conditions contained in this FB as well as the Purchase Order.

Should a conflict exist between the terms and conditions contained in this IFB and the resulting Purchase Order, the terms contained in this IFB shall take precedence.

AUTHORIZED PRODUCT REPRESENTATION (if applicable)

The successful bidder/contractor, by virtue of submitting the name and specifications of a manufacturer's product, will be required to furnish the named manufacturer's product. The successful bidder/contractor's failure to perform accordingly may, in the City's sole discretion, be deemed a breach of contract, and shall constitute grounds for the City's immediate termination of the contract.

QUALITY GUARANTEE

If any product/service delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of such products or the specifications listed in this bid, the successful bidder/contractor shall pick up the product from the City at no expense to the City. The City reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage. Also, the successful bidder/contractor shall refund to the City any money which has been paid for same. The successful bidder/contractor will be responsible for attorney's fees in the event the supplier defaults and court action is required.

INDEMNIFICATION

The successful bidder/contractor covenants and agrees to indemnify and save harmless the City, its agents and employees, from and against all claims, suits, actions, damages, causes of action, or judgments arising out of the terms of the resulting agreement for any personal injury, loss of life, or damage to the property sustained as a result of the performance or non-performance of services or delivery of goods; from and against any orders, judgments, or decrees, which may be entered against the City, its agents or employees; and from and against all costs, attorney's fees, expenses and other liabilities incurred in the defense of any such claim, suit or action, and the investigation thereof. Nothing in the award, resulting agreement, contract or Purchase Order shall be deemed to affect the rights, privileges and immunities of the City as set forth in Florida Statute Section 768.28.

REGULATIONS

It shall be the responsibility of the successful bidder/contractor to assure compliance with any OSHA, EPA and/or other Federal or State of Florida rules, regulations or other requirements, as each may apply.

BID PROTESTS

(1) Any actual or prospective bidder, offeror, or contractor who believes they have been aggrieved in connection with the solicitation or award of a contract may protest to the city clerk. A protest shall be submitted in writing prior to the opening of a sealed solicitation or the closing date of proposals, unless the aggrieved person (protestor) did not know and could not have been reasonably expected to have knowledge of the facts giving rise to such protest prior to bid opening or the closing date for proposals. The protest shall be submitted within five (5) business days after such aggrieved person knows or could have reasonably been expected to know of the facts giving rise thereto.

(2) All protests shall be in writing and state that the bidder or proposer is submitting a formal notice of protest. Failure to follow the required form of protest shall be just cause for rejection of the protest. Delivery by certified or registered mail, email, fax (original copy sent immediately following), or hand-delivered to the city clerk is acceptable. Protests shall be date and time stamped upon receipt and if hand-delivered a receipt shall be issued to the protesting party stating the date and time the protest was filed. A party protesting may be represented by legal counsel at its own expense. A protesting party shall bear all costs of the protest other than salary and personnel costs of city employees. No documentation may be submitted after filing of the protest. The notice of protest shall include the following information:

- a. The name, postal and email address, telephone and facsimile numbers of the party protesting;
- b. The city bid or proposal number and title;
- c. A concise statement indicating the grounds and evidence, including facts, rules, regulations, statutes and constitutional provisions, the factual and legal basis upon which the protest is based, with inclusion of all supporting documentation. Grounds not specifically stated in writing shall be waived;
- d. A statement of the specific ruling or relief requested; and
- e. Signature by an authorized agent of the party protesting.

(3) Interested parties, other than the protesting party and the city, which will be directly affected by the resolution of the protest, and have legal standing, shall have the right to intervene in such protest proceeding by providing written documentation related to the protested solicitation. Said interested parties shall bear the responsibility of determining whether a protest has been filed with the city. Any documentation submitted by these interested parties must be filed with the city clerk within five (5) business days of receipt of the protest by the city. Said documentation must be received by the city clerk or designee by 4:30 p.m. on the date as specified above. Documentation received after this timeframe will not be considered. Delivery by certified or registered mail, email, fax (original copy sent immediately following), or hand-delivered to the city clerk or designee is acceptable. Any said interested party may be represented by legal counsel at its own expense. Any said interested party shall bear all costs of its submissions to the city. The notice of protest shall be made available to said interested parties upon a written request for same. Documentation shall include the following information:

- a. The name, postal and email address, telephone and facsimile numbers of the party intervening;
- b. The city bid or proposal number and title;
- c. A concise statement indicating the grounds and evidence, including facts, rules, regulations, statutes and constitutional provisions, upon which the protest is based, with inclusion of all supporting documentation;
- d. A statement of the specific ruling or relief requested; and
- e. Signature by an authorized agent of the party intervening.

(4) The city clerk may, at the city clerk's discretion, meet with the parties to review the matter. The city clerk shall notify the protestor and any other party of the clerk's decision, within ten (10) business days of the city clerk's decision in writing. The notice shall state the reasons for the decision reached, and shall inform the protestor of further appeal rights.

(5) The city clerk's decision may be appealed to the mayor within five (5) business days from the date of receipt of the clerk's notice. The mayor may, at the mayor's discretion, meet with the parties to review the matter. The mayor shall notify the protestor, any other party and city clerk of the mayor's decision within ten (10) business days.

(6) Upon failure of the city clerk or mayor to resolve a protest as set forth in subsections (4) and (5) above, the protestor may appeal the mayor's decisions to the city clerk, within five (5) business days of the mayor's decision. The city attorney shall retain a hearing officer to hear the matter. The hearing officer shall be an attorney of at least five (5) years' experience in local government or purchasing law. The hearing officer shall hold a hearing within ten (10) business days and shall issue a determination within ten (10) business days of completion of the hearing. Such determination shall be in writing and shall be provided to the protestor, any other party, the city clerk and mayor.

(7) At the filing of the appeal to the hearing officer, the appealing party shall post with the city clerk a security in the form of a bond (in a form approved by the city attorney, and with such terms as approved by the city clerk) payable to the City of Bradenton in an amount equal to ten (10) percent of the total solicitation or proposal amount, or the value of the solicitation as estimated by the city prior to a solicitation's opening date, or twenty thousand dollars (\$20,000.00), whichever is less. The surety issuing the bond must be authorized to do business in the State of Florida and be in compliance with the Florida Insurance Code. Any bond submitted shall have a duly executed power of attorney attached. In lieu of a bond, the city may accept an irrevocable letter of credit, cashiers or certified check, or money order in the above amount (in a form, and with such terms as approved by the city clerk). Noncompliance with this requirement, in whole or in part, shall be deemed to be a waiver by the protesting party of the right to appeal. Said security shall be designated and held for the payment of any costs that may be levied against the appealing party, which shall include any cost to the city as a result of any delay in implementation of the subject of the protest, and the cost of retaining the hearing officer holding the hearing. If the appeal is successful, the posted security shall be refunded in full.

E-VERIFY

Section 448.09, Florida Statutes, makes it unlawful for any person to knowingly employ, hire, recruit, or refer, for private or public employment, an alien who is not duly authorized to work in the United States. Section 448.095, Florida Statutes, prohibits public employers, contractors, and subcontractors from entering into a contract unless each party to the contract registers and uses E-Verify.

The Bidder hereby represents that it is in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes. The Bidder further represents that it will remain in compliance with the requirements of Sections 448.09 and 448.095 Florida Statutes, during the term of this contract.

The Bidder hereby warrants that it has not had a contract terminated by a public employer for violating Section 448.095, Florida Statutes, within the year preceding the effective date of this contract. If the Bidder has a contract terminated by a public employer for any such violation during the term of this contract, it shall provide immediate notice thereof to the City.

V. SPECIFIC TERMS & CONDITIONS

TECHNICAL SPECIFICATIONS

DESCRIPTION OF THE WORK

Successful bidder/contractor shall provide on-site sludge removal and transportation services for the City of Bradenton Water Treatment Plant on the specified basis in compliance with all local and state regulations of authorities having jurisdiction.

The work includes labor, material, supplies, fuel, and all necessary equipment to provide the services specified herein. The City authorized personnel will be responsible to provide admittance to the site and will designate a staging/processing area for the successful bidder/contractor's operations. The successful bidder/contractor shall maintain said area in a clean and orderly manner at all times.

Successful bidder/contractor shall be responsible for all conveyance of sludge areas of responsibility will include, but are not limited to, vehicle traffic in accordance with all regulatory requirements including FDOT and OSHA as required. Also, successful bidder/contractor shall provide the tractors, tankers, trailers, drivers and other equipment and personnel necessary to meet the requirements of the City and perform the work as specified in these IFB documents. The successful bidder/contractor's trailers must be properly identified with hauling permits, stickers, decals as required by the Environmental Protection (DPEP).

WORK AREA

Work shall be performed on the specified basis during the duration of the Contract at the following location(s):

City of Bradenton Water Treatment Plant
5600 Natalie Way, Bradenton, FL 34203

Bidders shall conduct all necessary investigation or site visits of the proposed work and fully acquaint themselves with the facilities and conditions so that the scope of work under this contract is fully understood.

The successful bidder/contractor shall be responsible for the immediate notification to the City should any spill occur which violates any permit conditions or jurisdictional regulations. Should the successful bidder/contractor fail to satisfactorily and expeditiously cleanup any spill which may occur, the City reserves the right to cleanup such spill, or arrange for its cleanup, and shall charge all costs thereof or related thereto back to the successful bidder/contractor. All chemicals used during the performance of the work, whether herbicide, pesticide, disinfectant, polymer, reactant, or of other classification, must show approval of either EPA or USDA. Use of all such chemicals and disposal of residues shall be in strict conformance with Manufacturer's instructions and Local, State, and Federal regulations.

SLUDGE HAULING

Successful bidder/contractor shall provide the City with load tickets with all information pertaining to each truckload leaving the plants and this shall include date of shipment, plant name, gallons extracted, and destination of sludge. The City authorized personnel will approve all tickets before shipments leave the plants. Successful bidder/contractor shall include copies of such tickets when applying for payment.

Trucks shall be properly maintained and operated to assure the safe transport from the plants to the treatment site. It shall be the successful bidder/contractor responsibility to ensure that the successful bidder/contractor's equipment is compatible with the City's loading area and loading equipment.

All hauling routes shall be determined in accordance with all applicable state and local laws. The successful bidder/contractor and their designees shall, strictly adhere to said laws. Any violation of weight regulations or traffic laws shall be the sole responsibility of the successful bidder/contractor, who shall hold the City harmless from any penalty or sanction, civil or criminal, imposed by reason of any violation of weight or traffic laws.

After the Work stated in these specifications is fully completed and accepted, the successful bidder/contractor shall restore every disturbed area to its pre-existing condition as part of the scope of work.

FORCE MAJEURE

Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by Force Majeure. Force Majeure shall include, but not be limited to, hostility, revolution, civil commotion, strike, epidemic, accident, fire, flood, wind, earthquake, lack of or failure of transportation facilities, any law, proclamation, regulation ordinance or other act of

government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause, whether or not enumerated, is beyond the control and without the fault or negligence of the party seeking relief.

PRICES & TERM

Bid price shall be net including all labor, tools, vehicles, fuel, equipment, materials, mobilization and demobilization measured per one cubic yard of sludge pumped out the digesters and transported to final destination. Bidders shall base their proposals on an estimated annual total of 13,000 cubic yards of sludge to be removed and disposed of each year, for the new contract period. The successful bidder/contractor will be responsible for handling the actual volume of sludge as produced at the Water Treatment Plant.

PAYMENT

Payment will be made by the City on a monthly basis (Net 30) after services have been rendered, accepted, and invoice has been submitted. Invoices must reference the Purchase Order number and shall have a listing of the dates and location of mowing sites for which payment is requested.

Non-Scheduled maintenance: an approved Non-Scheduled Authorization Form shall be submitted with an invoice to initiate payment request in accordance with above.

CONTRACT TERM

This contract shall be for a period of three (3) years, commencing from date of award, with two (2) additional one (1) year renewals, not to exceed total contract duration of sixty (60) months.

RENEWAL

Provided that there are no changes of prices, terms, or conditions, this contract can be renewed beyond the first three-year contract period for two (2) additional one (1) year periods, not to exceed total contract duration of sixty (60) months, if agreeable by both parties in writing. **Written notice of intention not to renew or to request a pricing adjustment by giving a thirty (30) days written notice of intention to terminate must be submitted by the successful bidder/contractor ninety (90) days prior to the end of a contract period.** Should the successful bidder/contractor choose not to renew the bid awarded, the City reserves the right to terminate the Contract with that successful bidder/contractor and select the next qualified bidder, or re-advertise for those bid items, or solicit a new Invitation for Bid for all items (including multiple bid awards).

CANCELLATION

Any failure of the successful bidder/contractor to furnish or perform the Work (including commencement of the Work, supplying sufficient skilled workers or suitable materials or equipment) in accordance with the contract, the City may order the stop of the Work, or any portion thereof, until the cause for such order has been eliminated. If the successful bidder/contractor persistently fails to perform the Work in accordance with the contract, the

City reserves the right to terminate the contract and select the next qualified bidder or re-advertise this procurement in part or in whole.

It is mutually agreed that any award made as a result of this bid may be canceled by the successful bidder/contractor upon 90 days written notice by Certified Mail to the City. However, the City is hereby authorized to procure, in accordance with the prices bid, continual services during this 90 day interim.

The City reserves the right to terminate a contract (or item award) by giving 30 days written notice of intention to terminate if at any time the successful bidder/contractor fails to abide by or fulfill any of the terms and conditions of the contract.

INSURANCE COVERAGE

The successful bidder/contractor will not commence Work under the resulting Contract until all insurance under this section and such insurance coverage as might be required by City has been obtained. The successful bidder/contractor shall obtain, and submit to the Purchasing Division within ten (10) calendar days from the date of Notice of Intent to Award, at his expense, the following minimum amounts of insurance (inclusive of any amounts provided by an umbrella or excess policy):

A) Workers' Compensation/Employers' Liability

Part One - There shall be no maximum limit (other than as limited by the applicable statute) for liability imposed by Florida Workers' Compensation Act or any other coverage required by the resulting Contract Documents which are customarily insured under Part One of the standard Workers' Compensation Policy.

Part Two - The minimum amount of coverage required by the resulting Contract Documents which are customarily insured under Part Two of the standard Workers' Compensation Policy shall be:

(Each Accident)	<u>\$100,000</u>
(Disease-Policy Limit)	<u>\$500,000</u>
(Disease-Each Employee)	<u>\$100,000</u>

B) Commercial General Liability

The limits are to be applicable only to Work performed under the resulting Contract and shall be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Project or Premises) endorsement (ISO Form CG 2503) a Commercial General Liability Policy with the following minimum limits.

General Aggregate:	
Products/Completed Operations Aggregate	<u>\$1,000,000</u>
Personal and Advertising Injury	<u>\$1,000,000</u>
Each Occurrence	<u>\$1,000,000</u>

Fire Damage (Any One Fire)	<u>\$Nil</u>
Medical Expense (Any One Person)	<u>\$Nil</u>

ADDITIONAL INSURED: The City, a political subdivision of the State of Florida shall be specifically named as additional insured on the Commercial General Liability Policy.

C) Business Auto Policy

Each Occurrence Bodily Injury and Property Damage Liability Combined	<u>\$300,000</u>
Annual Aggregate (if applicable)	<u>\$1,000,000</u>

ADDITIONAL INSURED: The City, a political subdivision of the State of Florida, shall be specifically named as additional insured on the Business Auto Policy.

Certificates of Insurance and Copies of Policies

Certificates of Insurance in triplicate evidencing the insurance coverage specified herein shall be filed with the Purchasing Official before operations are begun. The required certificates of insurance shall name the types of policy, policy number, date of expiration, amount of coverage, companies affording coverage, and also shall refer specifically to the Bid number and title of the Project. All insurance policies required herein shall be issued by companies that are authorized to do business under the laws of the State of Florida and hold an A.M. Best rating of A- or better. Insurance, as specified herein, shall remain in force and effect for the duration of the Project including any warranty periods.

D) Complete Policies: The entire and complete insurance policies required herein shall be provided to the City on request. If the initial insurance expires prior to the completion of operations and/or services by the successful bidder/contractor, renewal certificates of insurance and required copies of policies shall be furnished by the successful bidder/contractor and delivered to the Purchasing Official thirty (30) days prior to the date of their expiration. Nothing herein shall in any manner create any liability of the City in connection with any claim against the successful bidder/contractor for labor, services, or materials, or of Subcontractors; and nothing herein shall limit the liability of the successful bidder/contractor or successful bidder/contractor's sureties to the City or to any workers, suppliers, material men or employees in relation to this IFB or resulting contract.

E) By way of its submission of a Bid hereto, Bidder:

- a. Represents that Bidder maintains, and will maintain during the term of any Contract arising from this solicitation, insurance coverage from responsible companies duly authorized to do business in the State of Florida and deemed acceptable to City, as set forth in this solicitation; and
- b. Agrees that, insurance should not be cancelled without thirty (30) days' notice to the City and must be endorsed to provide same. Failure of Bidder to obtain

and maintain proper amounts of insurance at all times as called for herein shall constitute a Material Breach of the resulting Contract, which may result in immediate termination.

F) Certification Requirements – In order for the certificate of insurance to be accepted it **must** comply with the following:

- a. The certificate holder shall be:
**The City of Bradenton,
A political subdivision of the State of Florida
101 Old Main Street
Bradenton, FL 34205-7865
IFB# 21-01MK, Water Treatment Plant Sludge Removal and Disposal**
- b. Certificate shall be mailed to:
**The City of Bradenton Purchasing
1300 6th Street West
Bradenton, FL 34208
Attn: Magdalena Krutick, Assistant Purchasing Manager**

END OF SECTION

VI. BIDDERS CERTIFICATION

BIDDER'S NAME: _____
TO: City of Bradenton Purchasing
ADDRESS: 1300 6th St. West
Bradenton, FL 34208
Attention: Magdalena Krutick, Assistant Purchasing Manager

PROJECT TITLE: SLUDGE REMOVAL AND DISPOSAL SERVICES
BID NO.: 21-01MK

STATE OF _____
COUNTY OF _____

I, _____, of _____
(name of company), submitting to furnish the following described materials, equipment,
and/or services to the City of Bradenton (the "City")

HEREBY CERTIFIES THAT:

1. Bidder has thoroughly inspected the specifications or request for ITB and understands the terms and conditions thereof and they are incorporated by reference in the bid or ITB for said goods or services, and have verified measurements, if applicable. Failure to comply shall result in contract default, whereupon, the defaulting contractor shall be required to pay for any and all re-procurement costs, damages, and attorney fees as incurred by the City.
2. The bid is binding and shall be valid for not less than sixty (60) days from the date of bid opening. A longer time may be set out in the bid, the ITB, or as negotiated between the Bidder and the City.
3. The bid is made by a person authorized to bind the Bidder.
4. The Bidder agrees that if this Proposal is accepted, he/she will, within ten (10) days, not including Sundays and legal holidays, after the date of Notice of Intent of Award, sign the Contract in the form annexed hereto, and will deliver to the City.
5. The bid is made without unlawful collusion between another Bidder or potential Bidder, or with any officer or employee of the City.
6. The bid is in full compliance with the Copeland Anti-kickback statute.
7. The bidder does not discriminate on the basis of race, color, national origin, sex, religion, age, or handicapped status in employment or in the provision of services.

Print Name: _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by _____, as _____ (title) of _____ (name of company), on behalf of _____ (type of entity).

☐ who is personally known to me,

☐ who produced _____ as identification, who did take an oath, and who acknowledged before me that he executed the same freely and voluntarily for the purposes therein expressed.

(Notary Seal)

Signature

Print Name

NOTARY PUBLIC-STATE OF _____

My Commission Expires: _____

Commission No. _____

ADDENDA

The Bidder acknowledges that he/she has received addenda number(s):

NUMBER	ADDENDUM TITLE	BIDDER INITIALS	DATE

IFB# 21-01MK
SLUDGE REMOVAL AND DISPOSAL
CITY OF BRADENTON WATER TREATMENT PLANT

VII. BID FORM

BIDDER'S NAME: _____

PROJECT TITLE: SLUDGE REMOVAL AND DISPOSAL SERVICES
BID NO.: 21-01MK

BIDDER'S RESPONSE FORMAT

Bidders must use the forms on the following page(s) in submitting a Bid for providing SLUDGE REMOVAL AND DISPOSAL SERVICES prices; failure to do so will result in Bidder being declared non-responsive.

Pay Item No.	Annual Estimated Qty.	Unit	Description	Unit Price	Total Price
BASE BID ITEM					
1.	13,000	Cubic Yard	Sludge Removal and Hauling Priced per Cubic Yard	\$ _____	\$ _____

TOTAL BID:

\$ _____
(amount written in figures)

\$ _____
(amount written in words)

"We offer to provide The City of Bradenton, Florida, the above item(s) and/or service(s) at the price(s) stated, in accordance with the terms and conditions contained herein. In addition, the item(s) and/or service(s) offered above meet all specifications contained herein or attached, unless otherwise stipulated by exception."

AUTHORIZED SIGNATURE: _____
(PRINT NAME & TITLE OF SIGNER)

DATE: _____

VIII. QUESTIONNAIRE
(THIS QUESTIONNAIRE MUST BE COMPLETED AND SUBMITTED WITH YOUR BID)

BIDDER'S NAME: _____

PROJECT TITLE: SLUDGE REMOVAL AND DISPOSAL SERVICES
BID NO.: 21-01MK

1. Licensed and operating a full-time sludge hauling service within a 100 mile radius of the City for five (5) continuous years: _____ Yes _____ No (check one)

Current License # _____ Expiration: _____

COMPANY NAME UNDER WHICH YOU DO BUSINESS: _____

PHYSICAL ADDRESS: _____

TELEPHONE NUMBER/ FAX: _____

2. Bidding as an individual:___; a partnership:___; a corporation:___; a joint venture:___ .

3. Bidder's sludge hauling service is fully equipped and staffed to maintain this contract as specified herein and has the necessary qualifications and experience to provide quality services. Respond with the education, experience or certification of your staff.

Response: _____

4. Number of employees employed by your business: _____ Subcontracted: _____
Number of crews: _____

5. Name of supervisor(s) (scheduling and supervising work):

_____ : for Crew #1
_____ : for Crew #2 (If Applicable)
_____ : for Crew #3 (If Applicable)

6. Bidder's staff shall have sufficient qualified personnel available to perform the work in a timely manner. The Bidder shall ensure that each of its representatives who operate a motor

vehicle in performance of the responsibilities stated herein is properly licensed by the State of Florida for the operation of that vehicle. Moreover, the Bidder's representatives shall bear personal identifications at all time while performing the work specified hereunder.

Response: _____

7. List references (within Florida) of your services that are comparable to this contract specified herein:

CUSTOMER NAME: _____
CONTACT PERSON: _____
ADDRESS: _____
PHONE NO: _____
SERVICE PERIOD: _____
SERVICE DETAILS: _____

CUSTOMER NAME: _____
CONTACT PERSON: _____
ADDRESS: _____
PHONE NO: _____
SERVICE PERIOD: _____
SERVICE DETAILS: _____

CUSTOMER NAME: _____
CONTACT PERSON: _____
ADDRESS: _____
PHONE NO: _____
SERVICE PERIOD: _____
SERVICE DETAILS: _____

8. Have you ever failed to complete work awarded to you? If so, where and why?

9. Have you ever been in contract with The City? If so, name contact and department:

10. List all subcontractors and number of years your firm has had a business relationship with them. If you are proposing a new subcontractor, indicate "new." Phone number for each subcontractor and full address are required. (Use additional sheets).

1.

2.

3.

4.

5.

11. All equipment to be used in performing this service shall be kept maintained when on job site. List major equipment on a separate page (if required) with complete description, i.e., age, general condition, maintenance status, etc.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

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

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

1. This sworn statement is submitted to the City of Bradenton ("City")
by: _____
(Print individual's name and title)

For: _____
(Print name of entity submitting sworn statement)

Whose business address is: _____

And (if applicable) its Federal Employer Identification Number (FEIN) is: _____

(If the entity has no FEIN, include the Social Security Number of the individual signing
this sworn statement _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g),
FLORIDA STATUTES, means a violation of any state or federal law by a person with
respect to and directly related to the transaction of business with any public entity or with
an agency or political subdivision of any other state or of the United States, including, but
not limited to, any bid or contract for goods or services to be provided to any public entity
or an agency or political subdivision of any other state or of the United States and
involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material
misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b),
FLORIDA STATUTES, means a finding of guilt, in any federal or state trial court of record
relating to charges brought by indictment or information after July 1, 1989, as a result of
a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), FLORIDA
STATUTES, means:

- a. A predecessor or successor of a person convicted of a public entity crime; or

- b. an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one (1) person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one (2) person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), FLORIDA STATUTES, means any natural person or entity organized under the laws of any state of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

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

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

Date: _____
Signature _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 20____, by _____, as _____ of _____, on behalf of _____.

☐ who is personally known to me, or ☐ who _____ produced _____ as identification, who did take an oath, and who acknowledged before me that he executed the same freely and voluntarily for the purposes therein expressed.

(Notary Seal)

Signature

Print Name

NOTARY PUBLIC-STATE OF _____

My Commission Expires: _____

Commission No. _____

IFB# 21-01MK
SLUDGE REMOVAL AND DISPOSAL
CITY OF BRADENTON WATER TREATMENT PLANT

X. BID LABEL

Invitation to Bid ***DO NOT OPEN***	
SEALED IFB # : 21-01MK	
IFB TITLE: <u>Sludge Removal and Disposal</u>	
<u>City of Bradenton Water Treatment Plant</u>	
Due Date/Time: <u>Prior to: 2:00 PM</u> <u>April 14, 2021</u>	
SUBMITTED BY: _____ (Name of Company)	
E-Mail Address	Contact Phone #
DELIVER TO: City of Bradenton Purchasing Department Attn: Magdalena Krutick 1300 6th Street West Bradenton, FL 34208	



XI. STATEMENT OF NO BID

If you do not intend to bid please return this form immediately to:

City of Bradenton – Purchasing Department
1300 6th St. West
Bradenton, FL 34208
Attention: Magdalena Krutick, Assistant Purchasing Manager
Or via Fax @ (941) 714-7503

We, the undersigned, have declined to submit a bid response to IFB # **21-01MK- Removal and Disposal of Sludge Services**, for the following reason(s):

- ☐ Specifications too restrictive, i.e., geared toward one brand or manufacturer.
 - ☐ Insufficient time to respond.
 - ☐ We do not offer this product or service.
 - ☐ Our schedule would not permit us to perform.
 - ☐ Unable to meet specifications.
 - ☐ Unable to meet Bond requirement.
 - ☐ Unable to meet insurance requirements.
 - ☐ Specifications unclear (explain below).
 - ☐ Remove us from your "Bidders List".
 - ☐ Other:
-
-

We understand that if we do not submit a Bid and this Statement of No Bid is not executed and returned, our name may be deleted from your Bidders List for this commodity or service.

Company Name: _____

Company Address: _____

Telephone: _____

Date: _____

Signature: _____

(Print or type name and title of above signer)



CITY OF COCOA
SERVICE LEVEL AGREEMENT
(Contract No. UT-DYAL-21-SLA-J&M-001-00)

This Agreement made and entered into on the 24th day of September, 2020 by and between **J&M Materials of Riverview, Inc.**, authorized and duly licensed to do business in the State of Florida, hereinafter called the CONTRACTOR, with an address of **6321 Muck Pond Road, Seffner, FL 33584**, and the City of Cocoa, a municipal corporation organized and existing under the Laws of the State of Florida, and located in Brevard County, Florida, hereinafter called the CITY or OWNER, with an address of 65 Stone Street, Cocoa, Florida 32922.

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

1. **DESCRIPTION OF SERVICES** - CONTRACTOR shall perform the work, in accordance with the Contract Documents for the pick-up, transport and disposal of lime sludge product(s) from the Dyal Water Treatment Plant located at 28400 SR 520, Christmas, FL 32709;

Contractor shall be responsible for the safe removal, transport and disposal of lime sludge product(s) from the Dyal Water Treatment Plant. The sludge repository is located adjacent to the plant and can hold up to 3,200 cubic yards of sludge material at any given time. The Contractor must dispose of all sludge materials at an approved disposal facility and be able to provide documented proof of proper disposal at any given point in time as requested by the Water Treatment Plant Manager or authorized representative.

The Water Plant's staff shall be available to load the material into the trucks. Loading of the trucks shall be performed between the days of Tuesday through Friday. No loading shall occur on the other days of the week. Loading shall be on an as needed basis. The City of Cocoa will make every attempt to stockpile enough sludge product to have several days' worth of hauling activity. No guarantee shall be made as to how much sludge will be hauled on a yearly basis.

2. **CONTRACT DOCUMENTS** - The Contract Documents consist of this Agreement; Exhibits and Addendum to the Agreement; the pick-up, transport and disposal of lime sludge product(s) prepared by Dyal Water Treatment Plant, Water Treatment Manager, dated August 10, 2020 ; Bid Documents (ITB# B-20-22-COC) issued by the City, dated August 10, 2020; Contractor's Bid Submittal, dated September 10, 2020 General Conditions, if any; Supplemental Terms and Conditions by the City, if any; all Change Orders approved by the City after execution of this Agreement. These Contract Documents are hereby incorporated into this Contract by this reference. The CONTRACTOR represents and agrees that it has carefully examined and understands this Agreement and the other Contract Documents, has investigated the nature, locality and site of delivery and the conditions and difficulties under which it is to be performed and that it enters into this Agreement on the basis of its own examination, investigation and evaluation of all such matters and not in reliance upon any opinions or representations of the OWNER, or of any of their respective officers, agents, servants, or employees.

CITY OF COCOA
SERVICE LEVEL AGREEMENT
(Contract No. UT-DYAL-21-SLA-J&M-001-00)

3. **ORDER OF PRECEDENCE** - In case of any inconsistency in any of the documents bearing on the Agreement between the OWNER and the CONTRACTOR, the inconsistency shall be resolved by giving precedence in the following order:
- a. Change Orders
 - b. Agreement, Exhibits and Addenda
 - c. Supplemental Terms and Conditions
 - d. General Terms and Conditions
 - e. Engineering Plans and Drawings
 - f. Issued Bid Documents
 - g. Contractor's Bid Submittal
 - h. [OTHER]

Any inconsistency in the work description shall be clarified by the OWNER and performed by the CONTRACTOR.

4. **AGREEMENT INTERPRETATION** - At its discretion, during the course of the work, should any errors, ambiguities, or discrepancies be found in the Contract Documents, the OWNER at its sole discretion will interpret the intent of the Contract Documents and the CONTRACTOR hereby agrees to abide by the OWNER's interpretation and agrees to carry out the work in accordance with the decision of the OWNER.
5. **BRAND NAME MATERIALS** - Whenever Materials or Equipment are specified or described in the Drawings or Specifications by using the name of a proprietary item or the name of a particular Supplier, the naming of the item is intended to establish the type, function and quality required. The CONTRACTOR will be responsible for all coordination necessary to accommodate the material, article, or equipment being provided without additional cost to the OWNER. Unless the name is followed by words indicating that no substitution is permitted, a substitute material, article, or equipment is allowed if it is reasonably equivalent to the brand name specified and CONTRACTOR certifies in writing that the proposed substitute will perform adequately the functions called for by the general design, be similar and of equal substance to that specified and be suited to the same use and capable of performing the same function as that specified. . The OWNER has full discretion to decide whether a substitute is reasonably equivalent. CONTRACTOR must notify the OWNER in writing prior to use of the substitute for a specified brand name and allow the OWNER to make a determination before CONTRACTOR uses the substitute.

CITY OF COCOA
SERVICE LEVEL AGREEMENT
(Contract No. UT-DYAL-21-SLA-J&M-001-00)

6. **CONTRACT TIME** -

a. All provisions regarding Contract Time are essential to the performance of this Contract.

b. The CONTRACTOR will be required to commence work under this Contract within **Ten (10)** calendar days after the date of receipt of the Notification to Proceed or Purchase Order. The CONTRACTOR agreement to the terms and conditions set forth of the contract agreement for a period of **three (3) years** from the effective date of the most recent signature and date of this agreement to include **two (2) option year renewals**. All provisions regarding quality of pick-up, transport and disposal of lime sludge product(s) of said product are essential to the performance of this Contract.

c. The parties acknowledge that the pick-up, transport and disposal of lime sludge product(s) in this Section includes consideration of adverse weather conditions common to Central Florida including the possibility of hurricanes and tropical storms.

d. *If applicable* to the pick-up, transport and disposal of lime sludge product(s) required by this Agreement, Float time is allocated specifically to the Contractor's responsibility for coordination of with the Project Manager as described in the General Conditions and is included in the Contract Time provided by this Section. OWNER will not consider any Contract Time extensions related to pick-up, transport and disposal of lime sludge product(s) matters including, but not limited to, scheduling conflicts, unless the delays exceed the float time and also extend the critical need of product.

7. **LIQUIDATED DAMAGES** — ~~OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified in Paragraph 6 above, plus any extensions thereof allowed in accordance with the Contract Documents. OWNER and CONTRACTOR also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER \$_____ for each day that expires after the time specified in Paragraph 6 for substantial completion until the work is substantially complete and \$_____ for each day that expires after the time specified in Paragraph 6 for final completion until the work is finally complete, and that OWNER has paid to CONTRACTOR the consideration of Ten (\$10.00) Dollars as consideration for this provision. The liquidated damages provided in this Section are intended to apply even if CONTRACTOR is terminated, in default, or if the CONTRACTOR has abandoned the Work.~~

8. **CONTRACT PRICE, UNIT PRICE CONTRACT** - The OWNER will pay the CONTRACTOR in current funds for the pick-up, transport and disposal of lime sludge product(s) in accordance with the Contract Documents, subject to additions and deductions approved by Change Order, the Total Contract Price of **One Hundred Ninety Thousand**

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Dollars (\$190,000) per annual service for a period of three (3) years plus two (2) year renewals. CONTRACTOR agrees to accept the Contract Price as full compensation for the pick-up, transport and disposal of lime sludge product(s), terms and conditions embraced in the Contract Documents.

The CONTRACTOR acknowledges that CONTRACTOR studied, considered, and included in CONTRACTOR's Total Bid all costs of any nature relating to: (1) pick-up, transport and disposal of lime sludge product(s) under Florida weather conditions; (2) applicable law, licensing, and permitting requirements; (3) the Delivery site conditions, (4) the terms and conditions of the Contract Documents, including, but not limited to, the indemnification and no damage for delay provisions of the Contract Documents.

The CONTRACTOR acknowledges that pick-up, transport and disposal of lime sludge product(s) may involve significant Work adjacent to, above, and in close proximity to Underground Facilities including utilities which will require the support of active utilities, as well as, the scheduling and sequencing of utility installations, and relocations (temporary and permanent) by CONTRACTOR.

(1) In addition to the acknowledgments previously made, the CONTRACTOR acknowledges that the CONTRACTOR's Total Bid (original Contract Price) specifically considered and relied upon CONTRACTOR's own study of the pick-up, transport and disposal of lime sludge product(s) and any conflicts relating to providing said services.

(2) The CONTRACTOR acknowledges that CONTRACTOR's Total Bid (original Contract Price) considered and included all of CONTRACTOR's costs relating to CONTRACTOR's responsibilities to coordinate and sequence of pick-up, transport and disposal of lime sludge product(s) with the OWNER, if any, with its own forces, the work of other contractors, if any, and the delivery at the Project Site.

Payments will be made to the CONTRACTOR for actual quantities installed on the basis of the Schedule of Unit Prices included as a part of the Bid, which shall be as fully a part of the Contract as if attached or repeated herein. Where the Contract Documents provide for Unit Price, the Contract Price stated in the Agreement will include for all Unit Price an amount equal to the sum of the Unit Prices for each item of Unit Price times the estimated quantity of product delivered as indicated in the Contract Documents. Each Unit Price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover all costs, including supplemental and administrative costs, and profit.

9. **TERMINATION; DEFAULT BY CONTRACTOR AND OWNER'S REMEDIES** - The OWNER reserves the right to revoke and terminate this Agreement and rescind all rights and privileges associated with this Agreement, without penalty, for convenience. Further, the

CITY OF COCOA
SERVICE LEVEL AGREEMENT
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OWNER reserves the right to revoke and terminate this Agreement in the following circumstances, each of which shall represent a default and breach of this Agreement:

- a. CONTRACTOR defaults in the performance of any material covenant or condition of this Agreement and does not cure such other default within seven (7) calendar days after written notice from the OWNER specifying the default complained of, unless, however, the nature of the default is such that it cannot, in the exercise of reasonable diligence, be remedied within seven (7) calendar days, in which case the CONTRACTOR shall have such time as is reasonably necessary to remedy the default, provided the CONTRACTOR promptly takes and diligently pursues such actions as are necessary therefore; or
- b. CONTRACTOR is adjudicated bankrupt or makes any assignment for the benefit of creditors or CONTRACTOR becomes insolvent, or is unable or unwilling to pay its debts; or
- c. CONTRACTOR has acted negligently, as defined by general and applicable law, in performing the Work hereunder; or
- d. CONTRACTOR has committed any act of fraud upon the OWNER; or
- e. CONTRACTOR has made a material misrepresentation of fact to the OWNER while performing its obligations under this Agreement; or
- f. CONTRACTOR is experiencing a labor dispute, which threatens to have a substantial, adverse impact upon performance of this Agreement without prejudice to any other right, or remedy OWNER may have under this Agreement.

Notwithstanding the aforementioned, in the event of a default by CONTRACTOR, the OWNER shall have the right to exercise any other remedy the OWNER may have by operation of law, without limitation, and without any further demand or notice. In the event of such termination, OWNER shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for Work properly performed prior to the effective date of termination.

10. **FORCE MAJEURE** - Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood; windstorm; explosion; riot; war; sabotage; strikes (except involving CONTRACTOR's labor force); extraordinary breakdown of or damage to OWNER 's affiliates' generating plants, their equipment, or facilities; court injunction or order; federal and/or state law or regulation; order by any regulatory agency; or cause or causes beyond the reasonable control of the party affected; provided that prompt notice of such delay is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes. If any circumstance of Force Majeure remains in effect for sixty days, either party may terminate this Agreement.

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11. **SEVERABILITY** - In the event any portion or part thereof of this Agreement is deemed invalid, against public policy, void, or otherwise unenforceable by a court of law, the parties, at the sole discretion and option of the OWNER, shall negotiate an equitable adjustment in the affected provision of this Agreement. The validity and enforceability of the remaining parts of this Agreement shall otherwise be fully enforceable
12. **PROGRESS PAYMENTS; DUE DATE FOR PROGRESS PAYMENTS; SUBMITTAL OF PAYMENT REQUESTS** – No payments shall be made where a Payment and Performance Bond is required herein until OWNER receives a certified copy of the recorded Bond. OWNER shall make progress payments on account of the contract price to CONTRACTOR, on the basis of application for payments submitted to the OWNER or OWNER's Project Manager, by CONTRACTOR as the work progresses, and in accordance with the Contract Documents.

Progress payments may be withheld if:

- a. Work is found defective and not remedied;
- b. CONTRACTOR does not make prompt and proper payments to subcontractors;
- c. CONTRACTOR does not make prompts and proper payments for labor, materials, or equipment furnished him;
- d. Another contractor is damaged by an act for which CONTRACTOR is responsible;
- e. Claims or liens are filed on the job; or
- f. In the opinion of the OWNER that CONTRACTOR's work is not progressing satisfactorily.

OWNER herein (____) designates or (**X**) does not designate an agent, i.e., an architect or engineer, that must approve any payment request or invoice before the payment request or invoice is submitted to OWNER for payment. If an agent must approve the payment request or invoice before the payment request or invoice is submitted to OWNER, payment is due 25 business days after the date on which the payment request or invoice is stamped as received as provided in s. 218.74(1), Florida Statutes, except to the extent that the payment request or invoice does not meet contract requirements. The CONTRACTOR may send OWNER an overdue notice. If the payment request or invoice is not rejected within 4 business days after delivery of the overdue notice, the payment request or invoice shall be deemed accepted, except for any portion of the payment request or invoice that is fraudulent or misleading. If an agent need not approve the payment request or invoice submitted by CONTRACTOR, payment is due 20 business days after the date on which the payment request or invoice is stamped as received as provided in s. 218.74(1), Florida Statutes, except to the extent that the payment request or invoice does not meet contract requirements. If OWNER disputes a portion of a

CITY OF COCOA
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payment request or an invoice, the undisputed portion shall be timely paid. OWNER shall reject payment requests or invoices in accordance with the procedure established in s. 218.735, Florida Statutes.

OWNER hereby identifies the City of Cocoa, Finance Department – Accounts Payable (accountspayable@cocoafl.org) as the agent or office to which the CONTRACTOR must submit payment requests or invoices.

13. **FINAL PAYMENT** - OWNER shall not withhold up to 10% of the Contract Price throughout the project until final completion and acceptance of the project in accordance with the Local Government Prompt Payment Act (“Act”), unless the project is subject to Federal funding, in whole or in part, and the project is subject to laws and regulations contrary to the Act. There are no retainage amounts withheld. ~~OWNER shall make final payment to CONTRACTOR within thirty (30) days after the work is fully and properly completed, if the contract has been fully and timely performed, but subject to the condition that final payment shall not be due until CONTRACTOR has delivered to OWNER a complete release of liens arising out the contract, or receives releases of lien fully covering all labor, materials and equipment for which a lien could be filed, or in the alternative a bond satisfactory to OWNER indemnifying him against such claims.~~

~~By making payments OWNER does not waive claims including but not limited to those relating to:~~

- ~~a. Faulty work appearing after substantial completion has been granted;~~
- ~~b. Work that does not comply with the Contract Documents;~~
- ~~c. Outstanding claims of liens; or~~
- ~~d. Failure of Contractor to comply with any special guarantees required by the Contract Documents.~~

~~Progress payments may be withheld if Work is found defective and not remedied; CONTRACTOR does not make prompt and proper payments to subcontractors; CONTRACTOR does not make prompt and proper payments for labor, materials, or equipment furnished him; a subcontractor is damaged by an act for which CONTRACTOR is responsible; claims of liens are filed on the job; or in the opinion of the OWNER, CONTRACTOR’S work is not progressing satisfactorily. Further, OWNER may withhold additional retainage in anticipation of liquidated damages equal to the product of the number of Days after the scheduled Contract Time (Substantial Completion or Final Completion) and the amount of liquidated damages set forth in this Contract if CONTRACTOR is behind schedule and it is anticipated by OWNER that the Work will not be completed within the Contract Time. The additional retainage, under this subsection, may at the OWNER’S discretion be withheld from subsequent Progress Payments. Any additional retainage held under this subsection shall be released to CONTRACTOR in the next Progress Payment following the OWNER’s approval of a supplemental Progress~~

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~~Schedule demonstrating that the requisite progress will be regained and maintained as required by the Contract Documents.~~

14. **DESIGNATION OF PROJECT MANAGER OR ARCHITECT OR LANDSCAPE ARCHITECT: DUTIES AND AUTHORITY** - The duties and authority of the OWNER are as follows:

- a. **General Administration of Contract.** The primary function of the OWNER is to provide the general administration of the contract. In performance of these duties, Water Treatment Manager or his authorized representative is the OWNER's Project Manager during the entire period of pick-up, transport and disposal of lime sludge product(s). The OWNER (CITY) may change the Project Manager during the term of this contract.
- b. **Inspections, Opinions, and Progress Reports.** The OWNER shall be kept familiar with the progress and quality of the work by CONTRACTOR and may make periodic visits to the work site. The OWNER will not be responsible for the means of pick-up, transport and disposal of lime sludge product(s), or for the sequences, methods, and procedures used therein, or for the CONTRACTOR's failure to perform the work in accordance with the Contract Documents.
- c. **Access to Worksite for Inspections.** The OWNER shall be given free access to the worksite at all times during work preparation and progress. The Project Manager is not obligated to make exhaustive or continuous onsite inspections to perform his duties of checking and reporting on work progress, and any such inspections shall not waive Owner's claim regarding defective work by Contractor.
- d. **Interpretation of Contract Documents: Decisions on Disputes.** The OWNER will be the initial interpreter of the contract document requirements and make decisions on claims and disputes between Contractor and Owner.
- e. **Rejection and Stoppage of Work.** The OWNER shall have authority to reject work which in its opinion does not conform to the Contract Documents, and in this connection may stop the work or a portion thereof, when necessary.
- f. **Payment Certificates.** The OWNER will determine the amounts owing to CONTRACTOR as the work progresses, based on CONTRACTOR's applications and OWNER's inspections and observations, and will issue certificates for progress payments and final payments in accordance with the terms of the Contract Documents.

15. **PROGRESS MEETING** – OWNER'S Project Manager may hold periodic progress meetings on a monthly basis, or more frequently if required by the OWNER, during the term entered into under this Agreement. CONTRACTOR's Project Manager and all other appropriate personnel shall attend such meetings as designated by the OWNER'S Project Manager.

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16. **RESPONSIBILITIES OF CONTRACTOR** - CONTRACTOR's duties and rights in connection with the project herein are as follows:

a. **Responsibility for Supervision.** CONTRACTOR shall be solely responsible for all pick-up, transport and disposal of lime sludge product(s) under this contract, including the techniques, sequences, procedures and means, for the coordination of all work. CONTRACTOR shall supervise and direct the work and give it all attention necessary for such proper supervision and direction.

b. **Discipline and Employment.** CONTRACTOR shall maintain at all times strict discipline among his employees, and he agrees not to employ for work on the project any person unfit or without sufficient skill to perform the job for which he was employed.

c. **Furnishing of Labor, Materials, etc.** CONTRACTOR shall provide and pay for all labor, materials and equipment, including any tools required for the pick-up, transport and disposal of lime sludge product(s) necessary for the proper delivery in accordance with the Contract Documents.

d. **Payment of Taxes: Procurement of Licenses and Permits.** CONTRACTOR shall secure all licenses and permits necessary for proper completion of the transport and delivery, paying the fees thereof. CONTRACTOR warrants that it (and subcontractors or tradesmen, if authorized in the Contract Documents) hold or will secure all trade or professional licenses required by law for CONTRACTOR to undertake the contract work.

e. **Guarantee.** The CONTRACTOR hereby guarantees the pick-up, transport and disposal of lime sludge product(s) to the full extent provided in the Specifications, General Conditions, Special Conditions and other Contract Documents. The CONTRACTOR shall remove, replace and/or repair at its own expense and at the convenience of the OWNER any defective or materials discovered upon notice of the acceptance of delivered product as a whole by the Owner or for such longer period as may be provided in the Plans, Specifications, General Conditions, Special Conditions or other Contract Documents. Without limiting the generality of the foregoing, the CONTRACTOR warrants to the OWNER, that all products delivered under this Agreement will be of first class quality and new, unless otherwise required or permitted by the other Contract Documents, that the pick-up, transport and disposal of lime sludge product(s) performed pursuant to this Agreement will be free from defects and that the pick-up, transport and disposal of lime sludge product(s) will strictly conform with the requirements of the Contract Documents. Pick-up, transport and disposal of lime sludge product(s) not conforming to such requirements, including substitutions not properly approved and authorized, shall be considered defective. All warranties contained in this Agreement and in the Contract Documents shall be in addition to and not in limitation of all other warranties or remedies required and/or arising pursuant to applicable law. ~~Furthermore, CONTRACTOR will provide written guarantee for pick-up, transport and disposal of lime sludge product(s) for one (1) calendar year after acceptance by OWNER. The one (1) period is not a limitation upon product warranties or~~

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~~CONTRACTOR's payment and performance Bond(s) or OWNER's improper storage that would affect the products composition or quality.~~

17. **ASSIGNMENT** - CONTRACTOR 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 the OWNER.
- a. If upon receiving written approval from OWNER, any part of this Agreement is subcontracted by CONTRACTOR, CONTRACTOR shall be fully responsible to OWNER for all acts and/or omissions performed by the subcontractor as if no subcontract had been made.
 - b. If OWNER determines that any subcontractor is not performing in accordance with this Agreement, OWNER shall so notify CONTRACTOR who shall take immediate steps to remedy the situation.
 - c. If CONTRACTOR, prior to the commencement of any delivery subcontracts any part of this Agreement by the subcontractor, CONTRACTOR shall require the subcontractor to provide OWNER and its affiliates with insurance coverage as set forth by the OWNER.
 - d. If upon receiving written approval from OWNER, any part of this Agreement is subcontracted by CONTRACTOR, CONTRACTOR and subcontractors shall make prompt payments to subcontractors in accordance with s. 218.735, Florida Statutes.
18. **THIRD PARTY RIGHTS** - Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than OWNER and CONTRACTOR.
19. **PROHIBITION AGAINST CONTINGENT FEES** - CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.
20. **NO JOINT VENTURE** - Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties and neither party is authorized to, nor shall either party act toward third persons or the public in any manner which would indicate any such relationship with the other party.
21. **INDEMNIFICATION** – CONTRACTOR shall indemnify and hold harmless the OWNER, its officers, employees, agents, and city attorneys (individually and in their official capacity, from liability, losses, damages, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of CONTRACTOR and persons employed or utilized by CONTRACTOR in the performance of this Agreement.

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

The indemnification provided above shall obligate the CONTRACTOR to defend at its own expense or to provide for such defense, at the option of the OWNER, as the case may be, of any and all claims of liability and all suits and actions of every name and description that may be brought against the OWNER or its officers, employees, and city attorneys which may covered by this indemnification. In all events the OWNER and its officers, employees, and city attorneys shall be permitted to choose legal counsel of its sole choice, the fees for which shall be reasonable and subject to and included with this indemnification provided herein.

In consideration of the CONTRACTOR's indemnity obligations, OWNER specifically agrees to pay the CONTRACTOR the sum of TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$250.00) or ONE PERCENT (1%) OF THE CONTRACT SUM WHICHEVER IS GREATER. The CONTRACTOR acknowledges receipt of the specific consideration for CONTRACTOR's indemnification of OWNER and that the specific consideration is included in the original Contract Price allocated by CONTRACTOR among all pay items - receipt of which is acknowledged.

The indemnity provisions set forth in this Paragraph shall survive termination of this Agreement.

22. **SAFETY** - CONTRACTOR shall be solely and absolutely responsible and assume all liability for the safety and supervision of its principals, employees, contractors, and agents while performing work provided hereunder.
23. **CORPORATE REPRESENTATIONS BY CONTRACTOR** - CONTRACTOR hereby represents and warrants to the OWNER the following:
 - a. CONTRACTOR is duly registered and licensed to do business in the State of Florida and is in good standing under the laws of Florida and is duly qualified and authorized to carry on the functions and operations set forth in this Agreement.
 - b. The undersigned signatory for CONTRACTOR has the power, authority, and the legal right to enter into and perform the obligations set forth in this Agreement and all applicable exhibits thereto, and the execution, delivery, and performance hereof by CONTRACTOR has been duly authorized by the board of directors and/or president of CONTRACTOR. In support of said representation, CONTRACTOR agrees to provide a copy to the OWNER of a corporate certificate of good standing provided by the State of Florida prior to the execution of this Agreement.

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c. CONTRACTOR is duly licensed under all local, state and federal laws to provide the work stated in paragraph 1.0 herein. In support of said representation, CONTRACTOR agrees to provide a copy of all said licenses to the OWNER prior to the execution of this Agreement.

24. ~~**BOND**—CONTRACTOR shall supply a materials, performance and payment bond(s) in form approved by the OWNER and in accordance with Florida law and in an amount specified in the Contract Documents for an Agreement in which the Total Contract Price exceeds \$200,000.00 and for all other Projects where the City Commission or City Manager has not specifically exempted the CONTRACTOR from executing such bond.~~

~~For any Agreement in which the Total Contract Price is \$200,000.00 or less and the City Commission or City Manager has specifically exempted the CONTRACTOR from executing a performance and payment bond, prior to receiving the final ten percent (10%) payment hereunder, CONTRACTOR shall be required to provide certification from all laborers, materialmen, and subcontractors that such laborers, materialmen, and subcontractors have no claims against CONTRACTOR resulting from completion of the Work in accordance with Paragraph 12 above. The CONTRACTOR shall provide a certified list of all subcontractors, laborers, and material suppliers to the OWNER within twenty (20) days of receiving the Notice to Proceed with the work. This list shall be updated thereafter as necessary with a certified statement that the list and its updates include the names and addresses of all of those subcontractors, laborers, and material suppliers furnishing labor and/or material for the work.~~

25. **INSURANCE** - During the term of this Agreement, CONTRACTOR shall be responsible for providing the types of insurance and limits of liability as set forth under this Paragraph. Additionally, all independent contractors or agents employed by CONTRACTOR to perform any Work hereunder shall fully comply with the insurance provisions contained in these Contract Documents.

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

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

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such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

c. The CONTRACTOR shall maintain, during the life of this Agreement, adequate Workers' Compensation Insurance in at least such amounts as are required by law and Employer's Liability Insurance in the minimum amount of \$2,000,000 for all of its employees performing Work for the OWNER pursuant to this Agreement. It is required that firms employing four or more people who contract with the City of Cocoa maintain Workers' Compensation Insurance at the statutory limits and submit proof of same in the form of a certificate of insurance before work is begun. It is required that firms employing less than four people who contract with the City of Cocoa comply with the exemption and notice provisions of F.S. 440 and maintain employer liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

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

d. ~~The CONTRACTOR shall maintain comprehensive builder risk insurance, which shall cover CONTRACTOR'S labor, and any materials and equipment to be used for completion of the Work performed under this Agreement, against all risks of direct physical loss, excluding earthquake and flood, for a minimum amount of the Total Contract Price. CONTRACTOR shall maintain the builder risk insurance required by this subsection until the date a certificate of occupancy is issued issuance of a certificate of occupancy for the Work.~~

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

f. Current, valid insurance policies meeting the requirements herein identified shall be maintained during the term of this Agreement. A copy of a current Certificate of Insurance shall be provided to the OWNER by CONTRACTOR upon the Effective Date of this

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Agreement which satisfied the insurance requirements of this Paragraph 25. Renewal certificates shall be sent to the OWNER 30 days prior to any expiration date. There shall also be a 30-day advance written notification to the OWNER in the event of cancellation or modification of any stipulated insurance coverage. **The OWNER shall be an additional named insured on all stipulated insurance policies as its interest may appear, from time to time, excluding worker's compensation and professional liability policies.**

26. **MEDIATION/VENUE** - The parties agree that should any dispute arise between them regarding the terms or performance of this Agreement, both parties will participate in mediation. The parties agree to equally share the cost of the mediator. Should the parties fail to resolve their differences through mediation, then any cause of action filed hereunder shall be filed in the Circuit or County Court for Brevard County, Florida.
27. **GOVERNING LAW & VENUE** - This Agreement is made and shall be interpreted, construed, governed, and enforced in accordance with the laws of the State of Florida. Venue for any state action or litigation shall be Brevard County, Florida. Venue for any federal action or litigation shall be Orlando, Florida.
28. **ATTORNEY'S FEES** - Should either party bring an action to enforce any of the terms of this Agreement, each party shall bear its own costs and expenses of such action including, but not limited to, reasonable attorney's fees, whether at settlement, trial or on appeal.
29. **NOTICES** - Any notice or approval under this Contract shall be sent, postage prepaid, to the applicable party at the address shown on the first page of this Contract.
30. **WORK IS A PRIVATE UNDERTAKING** - With regard to any and all Work performed hereunder, it is specifically understood and agreed to by and between the parties hereto that the contractual relationship between the OWNER and CONTRACTOR is such that the CONTRACTOR is an independent contractor and not an agent of the OWNER. The CONTRACTOR, its contractors, partners, agents, and their employees are independent contractors and not employees of the OWNER. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor, between the OWNER, on one hand, and the CONTRACTOR, its contractors, partners, employees, or agents, during or after the performance of the Work under this Agreement.
31. **DOCUMENTS - Public Records**: It is hereby specifically agreed that any record, document, computerized information and program, audio or video tape, photograph, or other writing of the CONTRACTOR and its independent contractors and associates related, directly or indirectly, to this Agreement, may be deemed to be a Public Record whether in the possession or control of the OWNER or the CONTRACTOR. Said record, document, computerized information and program, audio or video tape, photograph, or other writing of the CONTRACTOR is subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the OWNER's City Manager. Upon request by the OWNER, the CONTRACTOR shall promptly supply copies of said public records to the OWNER. All books,

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cards, registers, receipts, documents, and other papers in connection with this Agreement shall at any and all reasonable times during the normal working hours of the CONTRACTOR be open and freely exhibited to the OWNER for the purpose of examination and/or audit. Failure by CONTRACTOR to grant such access and comply with public records laws and/or requests shall be grounds for immediate unilateral cancellation of this Agreement by the OWNER upon delivery of a written notice of cancellation. If CONTRACTOR fails to comply with this Section, and the OWNER must enforce this Section, or the OWNER suffers a third party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to CONTRACTOR's failure to comply with this Section, the OWNER shall collect from CONTRACTOR prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against CONTRACTOR. And, if applicable, the OWNER shall also be entitled to reimbursement of all attorneys' fees and damages which the OWNER had to pay a third party because of the CONTRACTOR's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

The CONTRACTOR acknowledges that the OWNER is a Florida municipal corporation and subject to the Florida Public Records Law. CONTRACTOR agrees that to the extent any document produced by CONTRACTOR under this Agreement constitutes a Public Record; CONTRACTOR shall comply with the Florida Public Records Law.

32. **SOVEREIGN IMMUNITY** - The OWNER intends to avail itself of the benefits of Section 768.28, Florida Statutes and any other statutes and common law governing sovereign immunity to the fullest extent possible. Neither this provision nor any other provision of this Agreement shall be construed as a waiver of the OWNER's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the OWNER's potential liability under state or federal law. CONTRACTOR agrees that OWNER shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, OWNER shall not be liable for any claim or judgment, or portion thereof, to any one person for over two hundred thousand dollars (\$200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds three hundred thousand dollars (\$300,000.00). Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. This paragraph shall survive termination of this Agreement.
33. **HEADINGS** - Paragraph headings are for the convenience of the parties only and are not to be construed as part of this Agreement.
34. **INTEGRATION; MODIFICATION** - The drafting, execution, and delivery of this Agreement by the Parties has been induced by no representations, statements, warranties, or agreements other than those expressed herein. This Agreement embodies the entire understanding of the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof unless expressly

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referred to herein. Modifications of this Agreement shall only be made in writing signed by both parties.

35. **WAIVER AND ELECTION OF REMEDIES** - Waiver by either party of any terms, or provision of this Agreement shall not be considered a waiver of that term, condition, or provision in the future. No waiver, consent, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party hereto. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be considered an original agreement; but such counterparts shall together constitute but one and the same instrument.
36. **DRAFTING** - OWNER and CONTRACTOR each represent that they have both shared equally in drafting this Agreement and no party shall be favored or disfavored regarding the interpretation of this Agreement in the event of a dispute between the parties.
37. **NOTICE** - Any notices required to be given by the terms of this Agreement shall be delivered by hand or mailed, certified mail, return receipt requested, postage prepaid to:

For CONTRACTOR:

J&M Materials of Riverview Inc.
Attn: Tina Jernigan / President
6321 Muck Pond Road
Seffner, FL 33584

For OWNER:

City of Cocoa
Attn: City Manager and _____
65 Stone Street
Cocoa, FL 32922

Either party may change the notice address by providing the other party written notice of the change. Any Notice given as provided herein shall be deemed received as follows: if delivered by personal service, on the date so delivered; if delivered to an overnight courier service, on the business day immediately following delivery to such service; and if mailed, on the third business day after mailing.

38. **CONFLICT OF INTEREST.**
- a. The CONTRACTOR agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Contract with the OWNER or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government and the OWNER's Personnel Policies.

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b. The CONTRACTOR hereby certifies that no officer, agent or employee of the OWNER has any material interest (as defined in Section 112.312 (15), Florida Statutes, as over five percent (5%) either directly or indirectly, in the business of the CONTRACTOR to be conducted here, and that no such person shall have any such interest at any time during the term of this CONTRACT.

c. Pursuant to Section 216.347, Florida Statutes, the CONTRACTOR hereby agrees that monies received from the OWNER pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other State or Federal Agency.

39. **ADDITIONAL ASSURANCES.**

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

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

c. No principal (which includes officers, directors, or executive), individual holding a professional license and performing Work under this Agreement, employee or agent has willfully offered an employee or officer of the OWNER any pecuniary or other benefit with the intent to influence the employee or officer's official action or judgment.

40. **FEDERALLY FUNDED PROJECTS (As Applicable)** – For Work that will be funded in whole or in part by federal funds, the following provisions shall apply, as required by Section 200.326, Code of Federal Regulations:

a. *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, 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, 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

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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 considerations for employment without regard to race, color, religion, sex, 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 as 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.

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(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) 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.

b. *Compliance with the Davis-Bacon Act*

(1) The Contractor will comply with the David-Bacon Act (40 U.S.C. 3141 – 3144 and 3146 – 3148) as supplemented by the Department of Labor Regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”), which are incorporated herein by reference.

(2) In accordance with the statute, the Contractor shall 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. The Contractor shall pay wages not less than once a week.

(3) Subcontracts. The Contractor agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance.

(4) The Contractor agrees to report each suspected or reported violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, the federal awarding agency, and as otherwise appropriate.

c. *Compliance with the Copeland “Anti-Kickback” Act*

(1) The Contractor will comply with the Copeland “Anti-Kickback” Act (40 U.S.C 3145) as supplemented by the Department of Labor Regulations (29 CFR Part 3, “Contractors or Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”), which are incorporated herein by reference.

(2) The Contractor and each subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

(3) Subcontracts. The Contractor agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance.

CITY OF COCOA
SERVICE LEVEL AGREEMENT
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(4) The Contractor agrees to report each suspected or reported violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, the federal awarding agency, and as otherwise appropriate.

d. *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 (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 (1) of this section, in the sum of \$10 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 (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The City 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 (2) of this section.

(4) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (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 (1) through (4) of this section.

CITY OF COCOA
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e. *Rights to Inventions Made Under a Contract or Agreement.*

If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2(a) and the City or Contractor wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the City or Contractor must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the federal awarding agency.

f. *Clean Air Act*

(1) 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.

(2) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, the federal awarding agency, and as otherwise appropriate.

(3) The Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance.

g. *Federal Water Pollution Control Act*

(1) 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.

(2) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, the federal awarding agency, and as otherwise appropriate.

(3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

h. *Suspension and Debarment*

(1) 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).

(2) 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.

CITY OF COCOA
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(3) 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 City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) 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.

i. *Byrd Anti-Lobbying Amendment*

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.

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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, J&M Materials of Riverview Inc., 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.

Tina Jernigan

Signature of Contractor's Authorized Official

Tina Jernigan / President

Name and Title of Contractor's Authorized Official

09/24/20

Date

j. *Procurement of Recovered Materials*

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.

k. *Access to Records*

The following access to records requirements applies to this contract:

(1) The Contractor agrees to provide the City, the State of Florida, the federal awarding agency, the Comptroller General of the United States, or any of their authorized

CITY OF COCOA
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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 federal awarding agency Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

l. Compliance with Federal Law, Regulations, and Executive Orders

This is an acknowledgement that federal financial assistance will be used to fund the contract only. The Contractor will comply with all applicable federal law, regulations, executive orders, federal awarding agency policies, procedures, and directives.

m. 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.

n. 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.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

CITY OF COCOA
SERVICE LEVEL AGREEMENT
(Contract No. UT-DYAL-21-SLA-J&M-001-00)

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal on the date first above written.

CITY OF COCOA

By: _____
Matthew Fuhrer, Interim City Manager

Date: _____

ATTEST:

Carie Shealy, City Clerk

By: _____
Jake Williams, Mayor

Date: _____

CONTRACTOR

J&M Materials of Riverview Inc.

By: _____
Print name/title: Tina Jernigan / President

Date: 9/25/20

STATE OF Florida
COUNTY OF Hillsborough

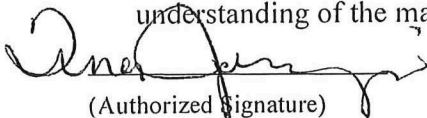
The foregoing instrument was acknowledged before me by means of (☒) physical presence or (☐) online notarization, this 28 day of Sept, 2020, by Tina Jernigan, the President of J+m materials, who is personally known to me or who produced _____ as identification and who did take an oath.



(Notary Public Signature)
Polly Wiggins
(Print Name)
Notary Public, State of Florida
Commission No.: GG 980453
My Commission Expires: 6-1-2024

Section 100.5 Bid/Proposer Certification

- 1) I have carefully examined the Invitation to Bid/Proposal, Instructions to Proposers, General and/or Special Conditions, Vendor's Notes, Specifications, proposed agreement and any other documents accompanying or made a part of this Invitation;
- 2) I hereby propose to furnish the goods or services specified in the Invitation at the prices or rates quote in my bid/proposal. I agree that my bid/proposal will remain firm for a period of up to ninety (90) days in order to allow the City adequate time to evaluate all bid/proposals;
- 3) I agree to a bid/proposal by all condition of this bid/proposal and understand that a background investigation may be conducted by the City of Cocoa;
- 4) I certify that all information contained in this bid/proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid/proposal on behalf of the vendor/contractor as its act and deed and that the vendor/contractor is ready, willing and able to perform if awarded the bid/proposal;
- 5) I further certify, under oath, that this bid/proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a bid/proposal for the same product or service; no officer, employee or agent of the City of Cocoa or of any other proposers interested in said bid/proposal; and that the undersigned executed this Bid/Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.


(Authorized Signature)

J&M Materials of Riverview, Inc.

Name of Business

(813)478-2102/(813) 409-3880

Phone & Fax Number

Tina Jernigan, President

(Printed Name and Title)

6321 Muck Pond Road

Business Mailing Address

Seffner, Florida 33584

City, State, Zip

Notary Public, State of

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was sworn to and subscribed before me on this 9th day of September, 2020, by Tina Jernigan the President of J&M Materials of Riverview, Inc., a Florida corporation (check one) ☐ who is personally known to me or ☒ who produced Florida Driver's License as identification.

Personally Known

Or

Produced Identification

Notary Public:

Print Name: Benjamin Sperry

My Commission expires: _____



This certification form must be completed and included within bid/proposal response. Failure to submit this form as instructed shall render bid/proposal submittal non-responsive.

Section 100.6 Bid/Proposal Form & Schedule of Unit Pricing

Proposal of J&M Materials of Riverview, Inc.

(Name)

6321 Muck Pond Road, Seffner, Florida 33584

(Address)

To perform: Dyal Water Treatment Plant – Sludge Removal: ITB 20-22-COC

TO: Purchasing & Contracts Manager
City of Cocoa
65 Stone St.
Cocoa, Florida 32922

Proposers:

The undersigned Proposer has carefully examined the scope of work and is familiar with the nature and extent of the services required. The undersigned agrees to do all the work called for by said specified services in the manner prescribed therein, in accordance with the Contract Documents, for the prices stated in the spaces herein provided.

***Based on estimated 19,000 cy per year according to Addendum 3.**

	Base	Year 2	Year 3	Opt. Year 1	Opt. Year 2
Total (in numbers)	\$ 190,000.00	\$ 190,000.00	\$ 190,000.00	\$ 190,000.00	\$ 190,00.00

Nine Hundred Fifty Thousand Dollars and NO/100 over the 5 years above.

(Grand Total Written in words)

The above amounts include salary cost, fringe benefits, overhead, operating margin and profit, all direct and indirect expenses. Please include above any other potential additional services that may be required and associated costs. (Attach the hourly and expense schedule for any additional work outside of the required scope of services, if applicable)

This certification form must be completed and included within bid/proposal response. Failure to submit this form as instructed shall render bid/proposal submittal non-responsive.

Section 100.7 Bid/Proposal Form Worksheet

Proposer acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison of bid/proposals. Final payment for all Unit Price Bid/Proposal items will be based on actual quantities, determined as provided to complete the project as indicated in the contract documents.

Note: For the purpose of this bid and to establish a basis for pricing, the unit of issue will serve as a base for all proposals to be measured equally.

Proposed Unit Pricing

CLIN	Unit of Measure	Base Year	Year 2	Year 3	Opt. Year 1	Opt. Year 2
Sludge Removal	Cubic yard	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00

Table 2 Pricing Table Breakout

*Unit of measure changed from Ton to cubic yard per Addendum 5.

Note:

1. Contractor pay items are to include all material, labor, and equipment needed for mobilization, demolition and installation to complete each area in its entirety.
2. Change orders must be submitted through the Project Manager and provided to the Purchasing Division for reference a courtesy copy of any change order.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/02/2025

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

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

PRODUCER George H. Odiome Insurance Agency Inc. PO Box 830 Brandon FL 33509		CONTACT NAME: Endia Cox PHONE (A/C, No, Ext): (813) 685-7731 E-MAIL ADDRESS: ecox@odiomeinsurance.com FAX (A/C, No): (813) 685-1823	
INSURED J & M Materials of Riverview Inc 6321 Muck Pond Road Seffner FL 33584		INSURER(S) AFFORDING COVERAGE INSURER A: Southern-Owners Insurance Company INSURER B: Auto Owners Insurance Company INSURER C: BiBerk INSURER D: INSURER E: INSURER F:	
		NAIC # 10190 18988 10391	

COVERAGES**CERTIFICATE NUMBER:** CL256245659**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		78889952	11/09/2024	11/09/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☒ 19 ☒ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			4988995200	11/09/2024	11/09/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ CAPP \$
A	☒ UMBRELLA LIAB ☐ EXCESS LIAB DED ☒ RETENTION \$ 10,000 OCCUR CLAIMS-MADE			4988995201	11/09/2024	11/09/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
C	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	N9WC253964	06/13/2025	06/13/2026	☒ PER STATUTE E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	ILAND MARINE			78554944	01/12/2025	01/12/2026	Scheduled Equipment \$430,694 Deductible \$2,500

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 regards to General Liability as required by written contract, subject to all policy terms, conditions, limitations and exclusions.

CERTIFICATE HOLDER**CANCELLATION**

City of Cocoa 375 N Cocoa Blvd. Cocoa FL 32922	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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CITY COUNCIL AGENDA ITEM

Memo Date: October 8, 2025
Agenda Date: October 28, 2025
File ID: 2025-966
Prepared By: Frank Mirabito
Through: Abigail Morgan, Public Works Director
Requested Action:

Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making Sole Source Purchase with Myra Planning and Design in the amount of \$87,587 for the Master Plan Design of Provost Park Improvements, including: 2 soccer mini pitches, fitness court, parking lot, and other amenities. Approve a Resolution Amending the FY26 Budget, BAF # 26-012-T-PW. Authorize the City Manager to execute the contract and issue the purchase order.

BACKGROUND:

The City of Cocoa has successfully been pursuing grant funding to construct substantial improvements at Provost Park, specifically two modular soccer mini-pitches and a National Fitness Court.

This project will have site preparation and pad construction completed in separate stages. The anticipated construction cost is estimated to be less than \$200,000 for the soccer mini-pitch systems pads and sidewalk installation. The small extension of the parking lot to be completed by in-house staff utilizing millings currently available at the Public Works compound.

Legal review has confirmed that since the anticipated construction costs for the site improvements are below the Consultants' Competitive Negotiation Act (CCNA) threshold, the design services do not fall within the specific requirements of the CCNA, making the competitive bid waiver acceptable under the City's procurement policy.

Myra Planning and Design (MPD) has been integrally involved in the preliminary stages of this project, preparing the conceptual layouts necessary for the City's National Fitness Court grant application and performing technical coordination with the mini-pitch vendor. The firm's familiarity with the site, design criteria, and prior project documentation provides institutional knowledge and technical continuity that cannot be readily replicated by another consultant without duplicating effort and cost. MPD's prior research and design familiarity directly support the City's pursuit of grant funding and are critical to ensuring a consistent and timely submission package.

MPD's proposal, dated October 1, 2025 (Project # 32.301.25.005), outlines a total fee of

\$87,587 for a comprehensive scope of work, including:

1. Conceptual and Preliminary Design: Further development of the master plan design.
2. Construction Documents: Preparation of complete plans for the modular mini-pitches, National Fitness Court, a new parking lot, and all associated site improvements (grading, drainage, paving, and utility coordination) that will guide the in-house construction teams.
3. Permitting Assistance: Coordinating with all necessary regulatory agencies.
4. Bidding and Construction Phase Services: Providing assistance during contractor selection and construction administration.

Due to MPD's unique and critical role in establishing the current grant-driven project parameters and the need for coordinated technical drawings for in-house execution, approving this sole source purchase is recommended to maintain project continuity, accelerate the timeline for construction, and ensure compliance with all granted specifications. Staff recommends approval.

PRIORITY AREA CONNECTION:

Investment in Public Infrastructure

BUDGETARY IMPACT:

Budgeted? No

If not budgeted, is an amendment/transfer attached? Yes

Source/Use of Funds

001-3520-572.46-00 \$29,780 PW26D4

001-3520-572.46-02 \$57,807 PW26D4

001-3520-572.64-07 \$29,780 GRPPNE (Fitness Court)

001-3520-572.64-00 \$57,807 PW26MP (Soccer Mini Pitch)

Total Cost: \$87,587

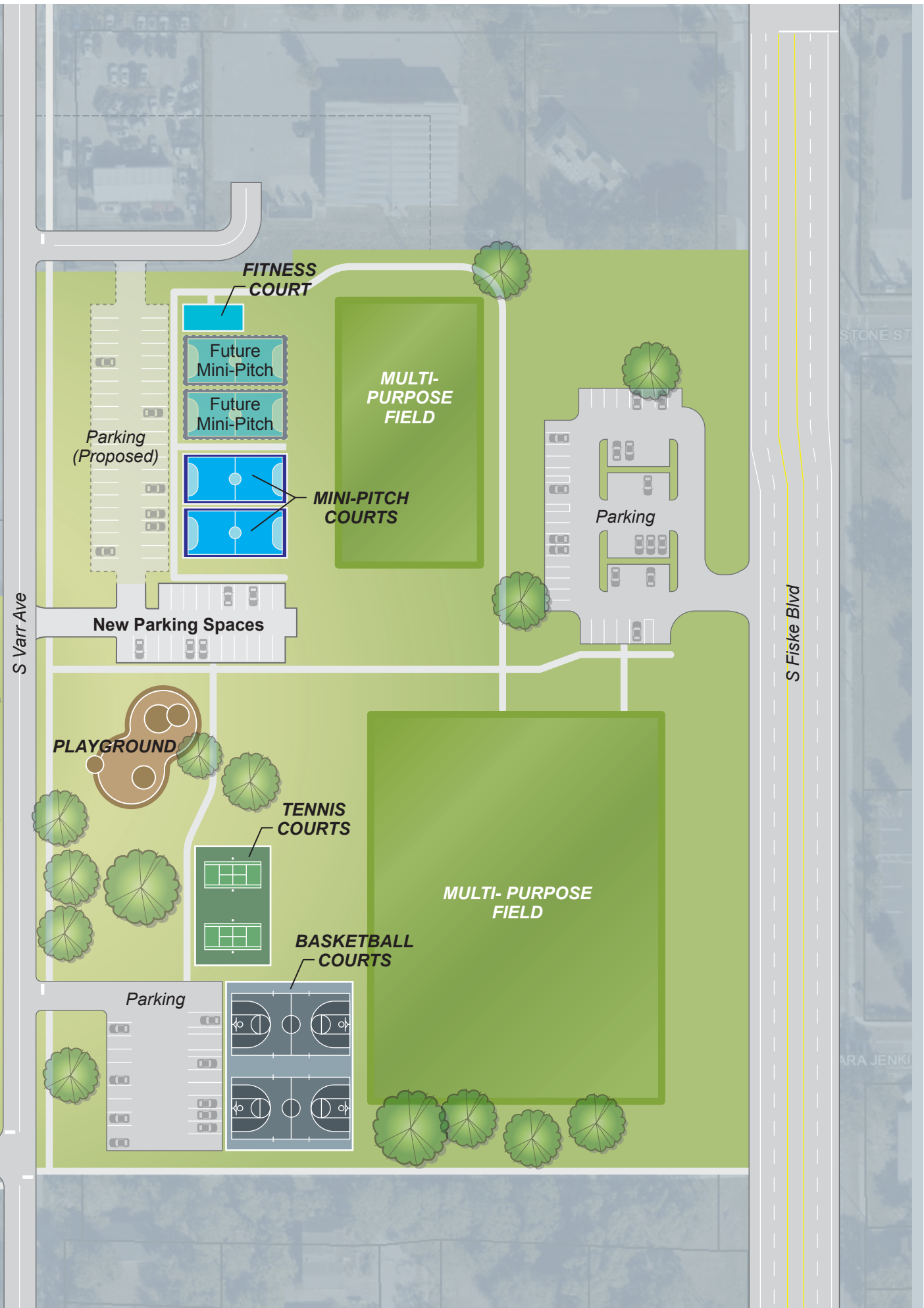
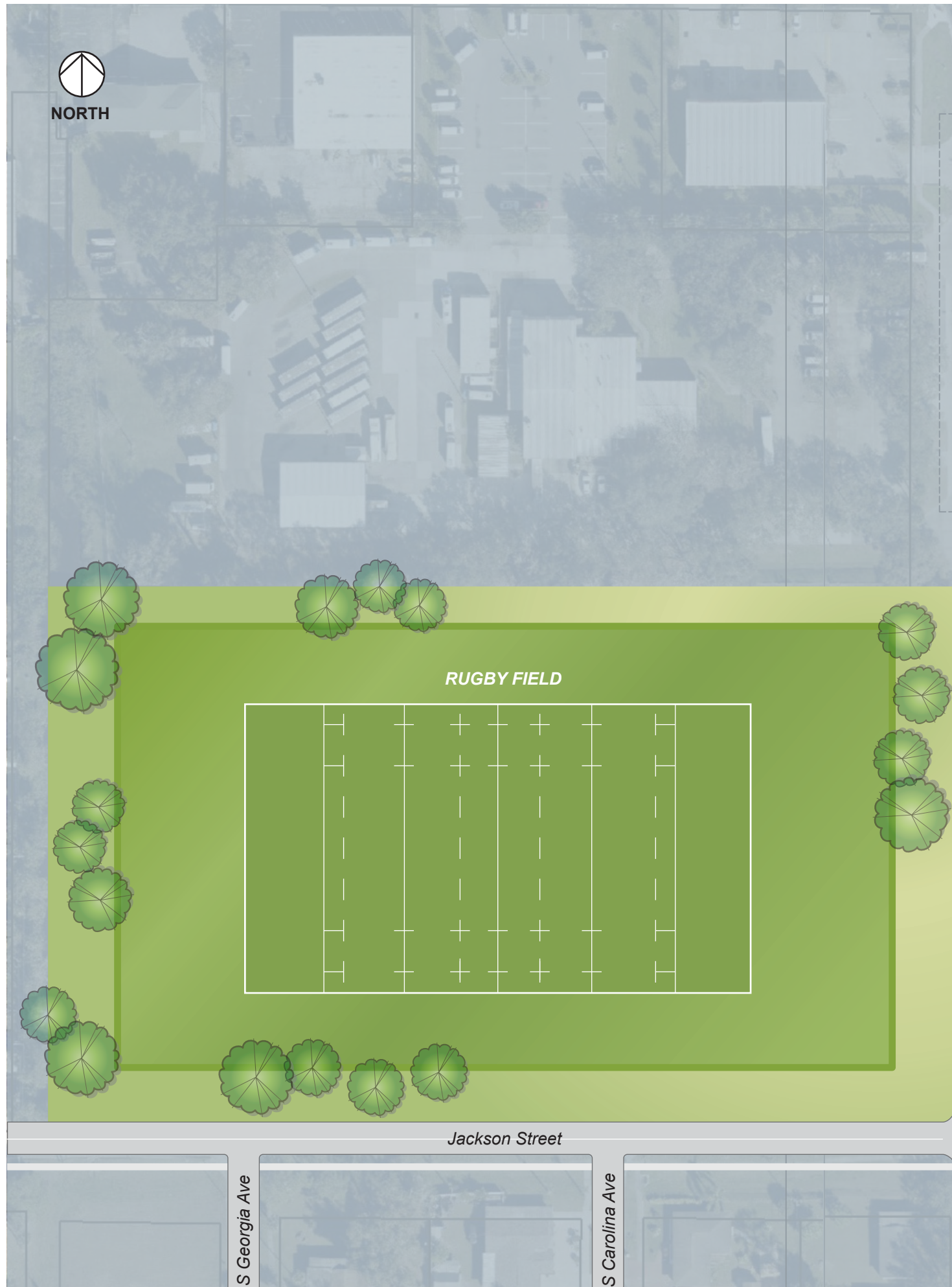
PREVIOUS ACTION:

Council has approved to fund the accessible playground equipment and apply for grants for both the Soccer Mini-pitches and the Fitness Court.

RECOMMENDED MOTION:

Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making Sole Source Purchase with Myra Planning and Design in the amount of \$87,587 for the Master Plan Design of Provost Park Improvements, including: 2 soccer mini

pitches, fitness court, parking lot, and other amenities. Approve a Resolution Amending the FY26 Budget, BAF # 26-012-T-PW. Authorize the City Manager to execute the contract and issue the purchase order.



October 1, 2025

MPD Project Number: 32.301.25.005

Mrs. Abigail Morgan, P.E.
Public Works Director
City of Cocoa
65 Stone Street
Cocoa, Florida 32922

RE: Provost Park Design

Via Email (amorgan@cocoafl.gov)

Dear Abigail,

Please find attached a preliminary proposal for design services for the proposed improvements at Provost Park. The proposal is based on our understanding of the City of Cocoa's needs. If you have any questions or wish to revise this proposal, feel free to contact me at (407) 446-7227.

If this proposal is acceptable, please let me know and I will finalize it for signature.

Sincerely,



Myra Planning and Design, LLC
Myra Monreal, Manager

Cc: Samantha Senger, APR, CPRC, APIO, Director of Communication and Economic Development

**City of Cocoa Public Works Department
Provost Park
October 1, 2025
MP+D Project # 32.301.25.005**

Section A Background

The City of Cocoa (City) will retain the services of Myra Planning and Design, LLC (Consultant) to prepare conceptual design, permitting, and construction documents of site improvements for a modular soccer mini-pitch and a master plan at Provost Park, 400 Varr Street in Cocoa, Florida. The improvements will be constructed on City Owned parcels are shown below in Figure 1.

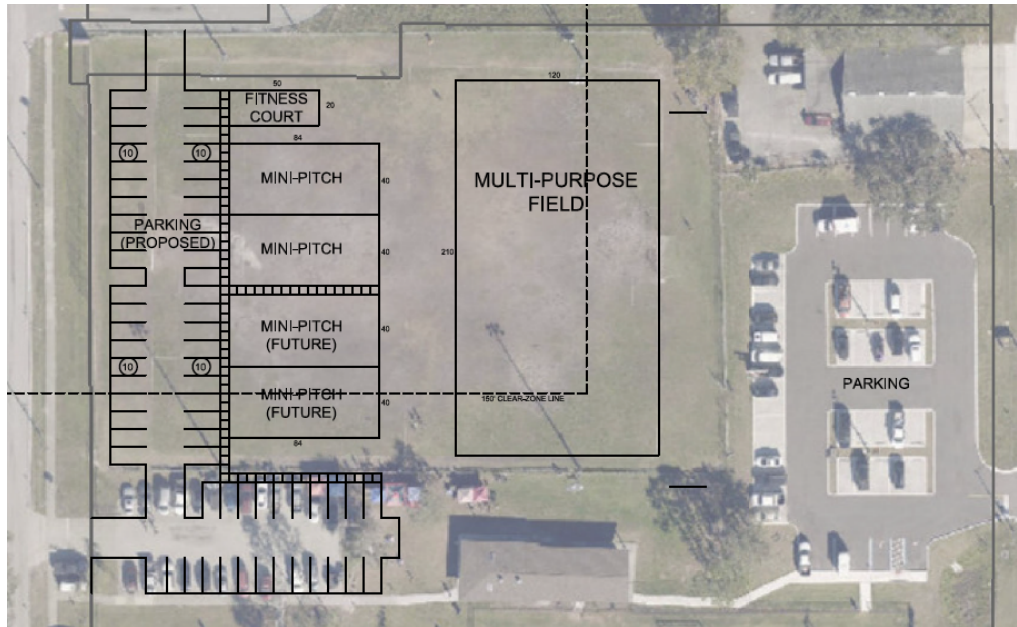


Figure 1 – Preliminary Mini-pitch Location in Provost Park

Part 1 – Mini-Pitch Construction Documents: The proposed park improvements include a modular soccer mini-pitch system and equipment. Sitework includes survey, grading / drainage, concrete base/pad, security lighting, fencing, signage, sidewalk connections and parking improvements.

Part 2 – Provost Park Master Plan: The proposed park improvements for the master plan include a fitness court and pedestrian circulation from the parking areas to the fitness court and mini-pitch courts. The master plan will include existing facilities such as multi-purpose fields, tennis courts, basketball courts, rugby field, parking, and existing structures. The purpose of the master plan is to develop a conceptual graphic for use in grant applications.

For the purposes of the agreement, the professional services associated with the work for Provost Park will be referred to as the Project. Upon receipt of a Notice to Proceed, the Consultant will provide the following services.

Section B Scope of Services

Part 1 – Mini-Pitch Construction Documents

1.0 Project Administration and Coordination

This task includes administration of the prime agreement with the City and subconsultants, as well as coordination with City of Cocoa departments, utility companies, St Johns River Water Management District (SJRWMD), and other agencies. Under this task the Consultant will endeavor to ensure a seamless Project team effort, maintaining continuous communication with the City and facilitate review processes.

Toward this end the Consultant will assign the Project Administration and Coordination duties to Myra Monreal. Ms. Monreal assisted by other professionals, will be involved in critical milestone review meetings and be readily available to the design team and the City; and keep City apprised of the work progress, schedule, anticipated review dates, and coordinate review and regulatory agency approvals.

1.1 Coordination Meetings

The Consultant will coordinate site reviews and data collection efforts with the City. The City shall designate a contact person that will serve as the City's representative. It is anticipated that no more than five in person or virtual meetings will be required for this task. The meeting may include:

- Scoping and Field Review Meeting
- Concept Plan Review Meeting
- Preliminary Design (60%) Review Meeting
- Construction Documents (100%) Review Meeting

2.0 Data Collection

2.1 Site Investigation and Project Validation

The Consultant will compile and review existing project documentation and a conduct a site investigation to assess existing site conditions. The program verification task will confirm the extent of improvements and project limits and verification and development of revised design criteria for the proposed improvements. This task will also include collecting and reviewing historical data including soils information, existing utility information, drainage patterns and the proposed stormwater plan for the Project, and a drainage field review. Coordination requirements will be established during this phase.

2.2 Design Criteria and Requirements

The parcels identified for the Project are zoned residential. For this Project, the setback requirements of residential zoning will be utilized.

3.0 Concept Plan Development

The Consultant will develop one concept plan for 2 mini-pitch courts and up to 2 future mini-pitch courts, up to 10 parking spaces, and future parking spaces on an aerial base. No formal permit coordination with FDOT and SJRWMD is anticipated at this phase.

Deliverables: PDF of Concept Plans

4.0 Survey and Subsurface Utility Engineering (SUE)

A subconsultant, KEITH, will provide survey and SUE services. The topographic survey and SUE will be utilized in the permitting and final engineering documents.

5.0 Geotechnical

A subconsultant, Ardaman and Associates, will provide geotechnical engineering services.

Deliverable: Signed and sealed report for geotechnical.

6.0 Landscape and Lighting

A subconsultant, Land Image Consulting, LLC, will provide landscape, tree mitigation, lighting and irrigation design services.

Deliverable: Signed and sealed plans and calculations for landscape, irrigation, and lighting.

7.0 Structures

A subconsultant, Florida Bridge and Transportation, Inc, will provide structural engineering services for the concrete slab.

Deliverable: Signed and sealed plans and calculations for structures.

8.0 Engineering Permitting

A subconsultant, KEITH, will provide engineering permitting services with agencies having jurisdiction over the facilities designed by KEITH.

Permit applications are anticipated for the following regulatory agencies:

1. City of Cocoa
2. Florida Department of Environmental Protection

9.0 Construction Documents (CD) – Final Engineering

A subconsultant, KEITH, will provide on-site paving, grading, and drainage construction plans, to support the proposed development, which meets the requirements of the jurisdictional regulatory agencies.

For this scope and size project, the final Construction Drawings package may include the following:

3. Cover Sheet
4. Drawing Index Sheets
5. Paving, Grading, and Drainage Plans
6. Pavement Marking and Signing Plans
7. Erosion Control Plans
8. Clearing / Demolition Plans

Deliverables: 60% Construction Documents, 100% Final Construction Documents, Specifications, Stormwater Calculations for ERP

10.0 Cost Estimate

MPD will prepare an opinion of probable construction cost using the CD pay items. Unit costs will be sourced from the Florida Department of Transportation unit prices for Area08.

Deliverables: PDF of Cost Estimate

Subcontracted Services

- Survey and SUE services will be provided by KEITH.
- Geotechnical engineering services will be provided by Ardaman and Associates.
- Landscape, irrigation, and lighting services will be provided by Land Image Consulting, LLC.
- Structural engineering services will be provided by Florida Bridge and Transportation, Inc.
- Civil engineering services will be provided by subconsultant KEITH.

Part II – Provost Park Master Plan

1.0 Coordination Meetings

The Consultant will coordinate site reviews and data collection efforts with the City. The City shall designate a contact person that will serve as the City's representative. It is anticipated that no more than one in person and one virtual meeting will be required for this task. The meeting may include:

- Review Meeting
- CRA Meeting

2.0 Data Collection

2.1 Site Investigation and Project Validation

The Consultant will compile and review existing project documentation and a conduct a site investigation to assess existing site conditions.

2.2 Design Criteria and Requirements

The parcels identified for the Project are zoned residential. For the Project, the setback requirements of residential zoning will be utilized. For the master plan, the National Fitness Campaign (NFC) design guidelines for fitness courts will be utilized

3.0 Grant Application Rendering

The Consultant will develop one rendered concept plan for 2 mini-pitch courts and up to 2 future mini-pitch courts, proposed and future parking spaces, and pedestrian connections on an aerial base for use in grant applications. The concept will include existing facilities such as multi-purpose fields, tennis courts, basketball courts, rugby field, parking, and existing structures.

A subconsultant, Land Image Consulting, will provide support for the Provost Park Master Plan.

Deliverables: PDF of Grant Application Rendering

Section C Exclusions

The proposed scope of services and cost(s) assume the following additional items are excluded from this scope of services:

1. Platting, re-zoning, and conditional use of the parking lot parcels.
2. Tree assessment on the health of trees.
3. Utility engineering design.
4. Electric vehicle charger design and specifications.
5. Structural design for wall, fence, or column details.
6. Engineer's report.
7. Presentations to the public or boards.
8. Public notifications.
9. Permit fees.

10. Bidding and procurement.
11. Post-design services.
12. Construction engineering and inspection services.

Section D City Responsibilities

The City will provide relevant comprehensive plan, City code references, utility standards, engineering standards. The City will also be responsible for any local agency permit fees.

Section E Compensation

Compensation for services rendered by the Consultant will be on a lump sum basis, per task, in accordance with the rates agreed to in the Master Services Agreement for Professional Services, March 30, 2023.

The total estimated cost of the Consultant's services, including reimbursable expenses is \$87,586.63 of which \$80,837.63 is for Part I – Mini-pitch construction documents and \$6,749 is for Part II – Provost Park Master Plan.

A detailed fee breakdown is provided in Attachment B.

Section F Schedule

Part 1 – Mini-Pitch Construction Documents

Part I	Mini-pitch Construction Documents	
1.0	Project Administration	Concurrent
2.0	Data Collection and Site Survey	2 weeks
3.0	Conceptual Design	2 weeks
	Review	1 week
4.0	Survey and SUE	3 to 4 weeks
5.0	Geotech	2 weeks
6.0	Landscape and Lighting	3 to 4 weeks
7.0	Structures	3 to 4 weeks
8.0	Engineering Permitting	3 to 4 months
9.0	Final Design	3 to 4 months
10.0	Cost Estimate	
	Review	1 week

Part II – Provost Park Master Plan

Part I	Mini-pitch Construction Documents	
1.0	Coordination Meetings	Concurrent
2.0	Data Collection	2 weeks
3.0	Grant Application Rendering	1 week
	Client Review	1 week

Name of Project:	Provost Park
County:	Brevard
FPN:	N/A
FAP No.:	N/A

Staff Classification	Total Staff Hours From "SH Summary Firm"	Principal	Professional Engineer	Landscape Architect	CAD Tech / GIS	Field Tech	Intern	Staff Classi- fication 7	Staff Classi- fication 8	Staff Classi- fication 9	Staff Classi- fication 10	Staff Classi- fication 11	Staff Classi- fication 12	SH By Activity	Salary Cost By Activity	Average Rate Per Task
		\$220.50	\$220.50	\$0.00	\$110.25	\$82.69	\$33.08	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
Part 1 - Mini-Pitch	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
1.0 Project Administration	0	16	0	0	0	0	0	0	0	0	0	0	0	16	\$3,528	\$220.50
2.0 Data Collection	0	8	0	0	0	0	0	0	0	0	0	0	0	8	\$1,764	\$220.50
3.0 Conceptual Design	0	8	0	0	38	0	0	0	0	0	0	0	0	46	\$5,954	\$129.42
4.0 Survey and SUE	0	4	0	0	2	0	0	0	0	0	0	0	0	6	\$1,103	\$183.75
5.0 Geotech	0	4	0	0	0	0	0	0	0	0	0	0	0	4	\$882	\$220.50
6.0 Landscape and Lighting	0	4	0	0	0	0	0	0	0	0	0	0	0	4	\$882	\$220.50
7.0 Structures	0	4	0	0	0	0	0	0	0	0	0	0	0	4	\$882	\$220.50
8.0 Engineering Permitting	0	8	0	0	2	0	0	0	0	0	0	0	0	10	\$1,985	\$198.45
9.0 Final Design	0	8	0	0	2	0	0	0	0	0	0	0	0	10	\$1,985	\$198.45
10.0 Cost Estimate	0	8	0	0	2	0	0	0	0	0	0	0	0	10	\$1,985	\$198.45
Part II - Provost Park Master Plan	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
1.0 Coordination Meetings	0	8	0	0	0	0	0	0	0	0	0	0	0	8	\$1,764	\$220.50
2.0 Data Collection	0	2	0	0	2	0	0	0	0	0	0	0	0	4	\$662	\$165.38
3.0 Grant Application Rendering	0	2	0	0	10	0	0	0	0	0	0	0	0	12	\$1,544	\$128.63
	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
Total Staff Hours	0	84	0	0	58	0	0	0	0	0	0	0	0	142		
Total Staff Cost		\$18,522.00	\$0.00	\$0.00	\$6,394.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$24,916.50	\$175.47

Survey Field Days by Subconsultant
4 - Person Crew:

2. Manually enter fee from each subconsultant. Unused subconsultant rows may be hidden.

ProvostPark_PHEst100125.xlsx
Fee Sheet - Prime

AGREEMENT FOR PROFESSIONAL SERVICES

September 17, 2025, September 23, 2025

Myra Monreal, PE, AICP
Myra Planning and Design. LLC
1600 Edgewater Drive
Orlando, FL 32804
Phone: (407) 536 – 7526
E-mail: mam@myraplanning.com

Project Name: Provost Park Mini-pitch Soccer
Fields
Project Location: 400 Varr Avenue
Cocoa, FL 32922
KEITH Project Number: 13374.00
Work Order Number: 6

Dear Myra Monreal:

In accordance with your request and subsequent discussions between members of our association and yourself, this agreement between Keith and Associates, Inc. dba KEITH (CONSULTANT) and Myra Planning and Design. LLC ("CLIENT") for professional services is submitted for your consideration and approval. The purpose of this Agreement is to outline the scope of services recommended by KEITH and accepted by CLIENT, and to establish the contractual conditions between KEITH and CLIENT with respect to the proposed services. KEITH will begin work within ten (10) days after receipt of a fully executed copy of this Agreement. Such receipt will constitute written notice to proceed. This proposal will remain valid for thirty (30) days.

PROJECT UNDERSTANDING

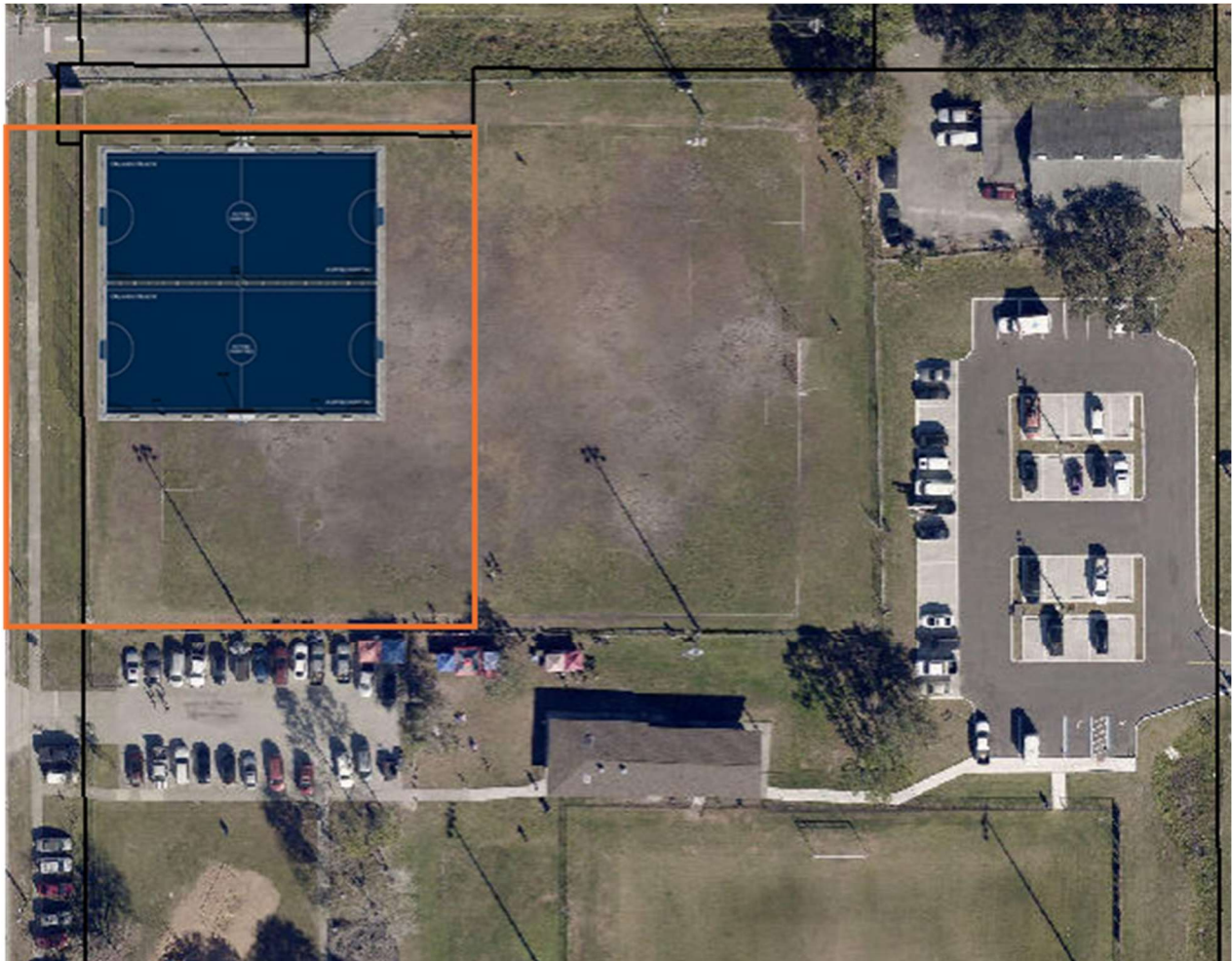
The CLIENT has requested that KEITH assist in the development of a KEITH Play project known as Provost Park Mini-pitch Soccer Fields. The PROJECT SITE is located at 400 Varr Avenue, Cocoa, FL 32922. The property consists of one (1) 15.96-acre parcel that includes folio number 24-36-32-04-00000.0-0004.04, and the OWNER of the property is listed as the City of Cocoa. The project will consist of the addition of two mini soccer fields and surface parking area. The affected project area will be around 1.0 acre. Additional information in graphic format is included on the following page.

KEITH will be responsible for the following disciplines: Survey, Subsurface Utility Engineering (SUE) and Civil Engineering. The scope of work is specifically described on the following pages and does not include work by other necessary disciplines unless specifically noted in the contract. The CLIENT/OWNER is responsible for all other disciplines to complete the project. KEITH has identified the following agencies that will require coordination, submittals and or permitting throughout the project: Florida Department of Environmental Protection (FDEP) and City of Cocoa. If additional agency coordination is required, this will be included as a contract addendum.

The CLIENT is responsible for providing conceptual design (40% plans), landscape architecture, geotechnical investigation, site lighting, and any required planning services. Plans will be provided in dwg and pdf format. CLIENT will also provide utility owner records including utility type and/or ownership; date of depiction; accuracy of depicted appurtenances; active or out-of-service status; size; condition; number of jointly buried cables; and encasement (if applicable).

KEITH has not included any potential scope of work that is offsite. Offsite improvements that may result as a part of this project will be considered as additional service and contracted if necessary through an addendum to this agreement. KEITH will work to identify any potential offsite improvements as early as possible for the CLIENT/OWNER review.

Project Areas – Site Map



APPROACH

KEITH believes in a context-based approach that considers multiple facets of the development process resulting in solutions that are curated for each authentic scenario. In addition to the traditional design approach, we believe careful consideration should be given to economic, ecological, and social factors. This cohesive approach to each project is engineered to enhance the opportunity for a resilient solution.

Our approach is categorized into the following three general phases:

Exploration Phase – The process of becoming familiar with an area through extensive analysis.

Inspiration Phase – The process of developing ideas emanating from the exploration process.

Implementation Phase – The process of activating a decision or plan

PROJECT SCOPE

KEITH will provide the below services to assist the CLIENT and Project Team.

☒ **Survey**

- ☐ ALTA/NSPS
- ☒ Topography
- ☐ Boundary
- ☐ Tree
- ☐ Sketch and Description
- ☐ Construction Layout
- ☐ Construction As-Built
- ☐ Other_____

☒ **SUE**

- ☒ Horizontal Designation
- ☐ Location Services
- ☐ Utility Mapping
- ☐ Records Research
- ☐ Other_____

☐ **Planning Services**

- ☐ Due Diligence
- ☐ Platting
- ☐ Rezoning
- ☐ Conditional Use Permit
- ☐ Right of Way Vacation
- ☐ Site Plan Processing and Coordination
- ☐ Site Plan / Project Coordination
- ☐ Other_____

☒ **Civil Engineering Services**

- ☒ Paving, Grading and Drainage
- ☐ Water Distribution and Sanitary Sewer
- ☒ Erosion Control Plan
- ☒ Engineering Permitting

☐ **Transportation Engineering Services**

- ☐ Major Roadway
- ☐ Minor Roadway
- ☐ Drainage
- ☐ Maintenance of Traffic Plans
- ☐ Quality Control
- ☐ Other_____

☐ **Traffic Engineering Services**

- ☐ Traffic Impact Study
- ☐ Traffic Impact Statement
- ☐ Parking Study
- ☐ Pavement Marking and Signage
- ☐ Signalization
- ☐ Roadway Lighting
- ☐ Other_____

☐ **Landscape Architecture Services**

- ☐ Hardscape and Paving
- ☐ Fine Grading
- ☐ Landscape
- ☐ Irrigation
- ☐ Site Lighting
- ☐ Pools or Water Features
- ☐ Specialty Features
- ☐ Tree Inventory & Analysis
- ☐ Other_____

☐ **Construction/Program Management Services**

- ☐ Permitting
- ☐ Bidding Assistance
- ☐ Building Permit Coordination
- ☐ Construction Observation
- ☐ Construction Certification
- ☐ Other_____

It is assumed adequate service points already exist on-site or at the abutting site boundary or in the adjacent public right-of-way. No sewage pump station or offsite improvements or extensions, other than service connections, are anticipated under this Proposal.



DESCRIPTION OF SERVICES AND DELIVERABLES

MEETINGS AND COORDINATION

Task 001 Team Meetings and Meetings with Government Agencies / Permit Authorities

KEITH will coordinate, prepare for and attend meetings with Government Agencies, including project orientation meetings, review with City Planning, Zoning, Fire Marshall, Engineering, and Utility representatives, and coordinate with applicable State and County Agencies required for final permit submittals.

KEITH will prepare for and attend all team meetings on an as needed basis for the duration of the project. KEITH will be represented at reoccurring team meetings by the project manager and when necessary any team experts for specific disciplines.

For all applicable meetings KEITH will provide meeting minutes for the use of capturing discussion items, setting action items as well as follow-up. Unless directed otherwise by the CLIENT these meeting minutes will only serve to capture the items directly responsible to the KEITH team and the interaction with agencies and/or the CLIENT.

SURVEY SERVICES

Task 101 Topographic Survey

KEITH will prepare a Topographic Survey of the site as outlined in orange, shown in the image above. Survey will show the surface improvements such as buildings, roadways, pavement, sidewalks, traffic striping, walls, fences, surface utilities, etc. Trees will be noted by common name and trunk diameter. Storm and Sanitary structures will be noted with the pipe invert elevation, diameter, material, and direction. Survey will be referenced to the Florida State Plane Coordinate System (NAD83/11) and the North American Vertical Datum of 1988 (NAVD88). Elevations will be shown at an interval of approximately 50 feet, including intermediate changes in grade.

SUBSURFACE UTILITY ENGINEERING (SUE) SERVICES

KEITH will follow ASCE Standard 38-02 – “Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data” during the field and office operations for this project. The quality levels discussed below are defined within the standard. KEITH is to provide professional services associated with designation and mapping of existing subsurface utilities. KEITH will designate all known tone able and non-tone able utilities. Gravity systems, service laterals, irrigation or overhead facilities are not included in this investigation.

Task 201 Horizontal Designation Services

KEITH will horizontally mark any known tone able and non-tone able underground utilities that are represented on as-built plans, above ground appurtenances, and other miscellaneous utility records (to be provided by CLIENT). Conductive utilities will be marked on the surface utilizing active geophysical prospecting techniques in conjunction with electromagnetic equipment utilizing passive radio and audio frequencies. Known non-conductive utilities and/or structures will be marked on the surface utilizing Ground Penetrating Radar (GPR), above ground features, professional judgment, utility plats and/or as-builts. This task does not include identifying gravity systems, service laterals, irrigation, or overhead facilities unless specifically requested by the CLIENT and included in the scope of services.



CIVIL ENGINEERING SERVICES

Task 401 Construction Documents (CD) – Final Engineering

Paving, Grading, and Drainage Plans

KEITH will prepare on-site paving, grading, and drainage construction plans, to support the proposed development, which meet the requirements of the jurisdictional regulatory agencies. Calculations will be performed to address the impact of the proposed development relating to the requirements for permit agency submittal. The stormwater management system will address water quality treatment and water quantity storage to meet the requirements of the jurisdictional agencies. It is anticipated that the proposed drainage system will consist of a series of catch basins, pipes, swales, rain gardens, biomass cells, and/or dry retention areas. Exfiltration trenches may be proposed for water quality treatment. Typical sections and standard paving and drainage details and notes for the construction of the paving, grading, and drainage system are included. Soils percolation tests to satisfy regulatory agency requirements will be performed by others as required.

No offsite roadway improvements beyond a direct driveway connection to the immediately adjacent road are anticipated and as such not included in this Agreement. Fees for these services will be submitted to CLIENT as additional services under a contract addendum if required.

Water Distribution and Sanitary Sewer Plans

No Water Distribution or Sanitary Sewer modifications or improvements are anticipated as part of this project and are not included in the Scope of Work.

Pavement Marking and Signing Plans

KEITH will prepare a signing and pavement marking plan for the project that meets the requirements of the regulatory agencies. This plan will include standard details and notes.

Erosion Control Plans

KEITH will prepare an Erosion Control Plan for the project that meets the requirements of the regulatory agencies and for the Contractor's use in preparing and processing the required Stormwater Pollution Prevention Plan (SWPPP), in compliance with the "Generic Permit for Stormwater Discharge from Large and Small Construction Activities (CGP)" through FDEP. The Erosion Control Plan(s) will include standard details and notes to meet the requirements of the regulatory agencies.

Clearing / Demolition Plan

KEITH will prepare Demolition Plans incorporating removal of the existing improvements in conflict with the proposed facilities. This plan will include standard details and notes. Should permitting be required for this work, it will need to be provided by a licensed demolition contractor.

Note: The use of explosive demolition materials and the assessment for or removal of hazardous materials or toxic waste are not included in these services and will not be incorporated in the Demolition Plan.

Deliverables

1. Construction Documents (60% and 100% Final Construction Documents) for above referenced Plans.
2. Specifications – For above referenced Design Elements (specifications may be included in the plan sheets or a separate document for inclusion in the Contract Document Specification book).
3. Stormwater Calculations meeting ERP criteria.
4. Meetings and Team Coordination – During the specified duration in the project schedule, the



KEITH team will attend all required meetings and coordination. These meetings will be billed under Task 001.

Task 402 Engineering Permitting

KEITH will attend required pre-application meetings with agencies having jurisdiction over the facilities designed by KEITH, and prepare and submit the permit applications for the construction of the following improvements and process them through the following regulatory agencies:

Paving, Grading, and Drainage System

- City of Cocoa Stormwater Division
- Florida Department of Environmental Protection (FDEP) – 10/2 General Permit (Stormwater ERP)

Pavement Markings and Signage

- City of Cocoa Engineering / Inspection / Land Development.

KEITH will supply erosion control plans and ERP / Surface Water management permits, to the owner and building contractor for contractor’s use in preparing the NPDES Storm Water Pollution Prevention Plan (SWPPP) and securing the required NPDES Construction Activity Permit. The contractor (as permittee) is responsible for monitoring the construction activity for compliance with the NPDES permit and report to FDEP in accordance with the Permit.

If additional permits are required, KEITH will process them and the fees for these additional services will be submitted to CLIENT as additional services under a contract addendum if required.

Deliverables

1. Permit applications and submittal documents required for above listed regulatory agencies for the listed project improvements.

SCHEDULE

MEETINGS AND COORDINATION

Task 001 Team Meetings and Meetings with Government Agencies / Permit Authorities
duration

SURVEY SERVICES

Task 101 Topographic Survey 2-3 weeks

SUE SERVICES

Task 201 Horizontal Designation Services 1-2 weeks

CIVIL ENGINEERING SERVICES

Task 401 Construction Documents (CD) – Final Engineering 4 months
Task 402 Engineering Permitting 3 months



COMPENSATION

MEETINGS AND COORDINATION

Task 001 Team Meetings and Meetings with Government Agencies	\$2,025 (Hourly/Estimate)*
--	----------------------------

SURVEY SERVICES

Task 101 Topographic Survey	\$4,450 (Lump Sum)
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SUE SERVICES

Task 201 Horizontal Designation Services	\$2,820 (Lump Sum)
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CIVIL ENGINEERING SERVICES

Task 401 Construction Documents (CD) – Final Engineering	\$24,975 (Lump Sum)
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Task 402 Engineering Permitting	\$10,200 (Lump Sum)
---------------------------------	---------------------

Total Fee	\$44,470 + reimbursables
------------------	---------------------------------

**NOTE: The above “(Hourly/Estimate)” project task fees are based on the durations listed in the Project Schedule above. If the Task scheduled durations exceed the estimated time listed in the Project Schedule above, the “(Hourly/Estimate)” fee will increase proportionally. This work will be billed in accordance with KEITH current Professional Service Fee Schedule. If the billing reaches 75% of the estimated fee, an additional contract addendum will be submitted to the CLIENT.*

If you concur with the foregoing and wish to direct us to proceed with the aforementioned work, please execute the agreement in the space provided and return same to the undersigned.

IN WITNESS WHEREOF, CONSULTANT and CLIENT have executed this agreement the day and year indicated below.

As to CONSULTANT
KEITH

Thomas Donahue, PE

Senior Director of Civil Engineering

DATED: _____

As to CLIENT
Myra Planning and Design, LLC

Signature: _____

Print Name: _____

Title: _____

DATED: _____





WORK AUTHORIZATION
EXHIBIT B - FEE PROPOSAL
Provost Park Mini-pitch Soccer Fields - (the "Project")

Q-23-01-COC-T1

1.0 COMPENSATION AND METHOD OF PAYMENT

This work will be completed as Lump Sum (LS) and Maximum Not-To-Exceed (NTE) work authorization in the amount of \$44,470.00 in accordance with the below breakdown:

TASK	FEE SUMMARY	LS or NTE	Total Team	KEITH
Task 001	Meetings and Coordination	NTE	\$2,025.00	\$2,025.00
Task 101	Topographic Survey	LS	\$4,450.00	\$4,450.00
Task 201	Horizontal Designation Services	LS	\$2,820.00	\$2,820.00
Task 401	Construction Documents (CD) - Final Engineering	LS	\$24,975.00	\$24,975.00
Task 402	Engineering Permitting	LS	\$10,200.00	\$10,200.00
Total Fee			\$44,470.00	\$44,470.00
Reimbursable		NTE	\$0.00	\$0.00
Total Work Authorization			\$44,470.00	\$44,470.00



WORK AUTHORIZATION
FEE PROPOSAL
Provost Park Mini-pitch Soccer Fields (the "Project")

Q-23-01-COC-T1

KEITH Salary Cost	Project Manager III		Engineer IV		Engineer II		Chief Surveyor		Sr. Surveyor & Mapper		Technician IV		Technician III		Survey Crew III		Subsurface Location Manager		Utility Designating / GPR		Totals	
	Hr. Rate	\$225.00	Hr. Rate	\$195.00	Hr. Rate	\$135.00	Hr. Rate	\$190.00	Hr. Rate	\$180.00	Hr. Rate	\$140.00	Hr. Rate	\$125.00	Hr. Rate	\$200.00	Hr. Rate	\$140.00	Hr. Rate	\$200.00		
	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost
Task 001 Meetings and Coordination - Hourly/Not-To-Exceed																						
Task 201	\$2,820.00	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost
	9	\$2,025.00		\$0.00	0.0	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00		\$0.00		\$0.00	9.0	\$2,025.00
Subtotals	9	\$2,025.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	9.0	\$2,025.00
	Project Manager III		Engineer IV		Engineer II		Sr. Surveyor & Mapper		Sr. Surveyor & Mapper		Technician IV		Technician III		Survey Crew III		Subsurface Location Manager		Utility Designating / GPR			
	Hr. Rate	\$225.00	Hr. Rate	\$195.00	Hr. Rate	\$135.00	Hr. Rate	\$190.00	Hr. Rate	\$180.00	Hr. Rate	\$140.00	Hr. Rate	\$125.00	Hr. Rate	\$200.00	Hr. Rate	\$140.00	Hr. Rate	\$200.00		
							Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost
Task 101 Topographic Survey - Lump Sum																						
Topographic Survey		\$0.00		\$0.00	0	\$0.00	1	\$190.00	2	\$360.00	10	\$1,400.00	4	\$500.00	10	\$2,000.00	0	\$0.00	0	\$0.00	27	\$4,450.00
Subtotals	0	\$0.00	0	\$0.00	0	\$0.00	1	\$190.00	2	\$360.00	10	\$1,400.00	4	\$500.00	10	\$2,000.00	0	\$0.00	0	\$0.00	27	\$4,450.00
Task 201 Horizontal Designation Services (Optional) - Lump Sum																						
Horizontal Designation Services		\$0.00		\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	3	\$420.00	12	\$2,400.00	0	\$2,820.00
Subtotals	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	3	\$420.00	12	\$2,400.00	0	\$2,820.00
Task 401 Construction Documents (CD) - Final Engineering - Lump Sum																						
Final Engineering CDs	25	\$5,625.00	30.0	\$5,850.00	100	\$13,500.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00	0	\$0.00	155.0	\$24,975.00
Subtotals	25	\$5,625.00	30.0	\$5,850.00	0	\$13,500.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	155.0	\$24,975.00
Task 402 Engineering Permitting - Lump Sum																						
Engineering Permitting	10	\$2,250.00	20.0	\$3,900.00	30	\$4,050.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00	0	\$0.00	60.0	\$10,200.00
Subtotals	10	\$2,250.00	20.0	\$3,900.00	0	\$4,050.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	60.0	\$10,200.00
Total Salary Costs	44	\$9,900.00	50	\$9,750.00	0	\$17,550.00	1	\$190.00	2	\$360.00	10	\$1,400.00	4	\$500.00	10	\$2,000.00	3	\$420.00	12	\$2,400.00	251	\$44,470.00

**EXHIBIT A
PROFESSIONAL SERVICE FEE SCHEDULE**

	Hourly Rate
Senior Project Executive	\$400.00
Project Executive	\$350.00
Expert Witness	\$500.00
Government Liaison	\$400.00
Senior Project Manager	\$275.00
Project Manager III	\$225.00
Project Manager II	\$175.00
Project Manager I	\$165.00
Assistant Project Manager	\$100.00
Administrative Assistant	\$80.00
Engineer VI	\$250.00
Engineer V	\$215.00
Engineer IV	\$195.00
Engineer III	\$165.00
Engineer II	\$135.00
Engineer I	\$125.00
Senior Construction Manager	\$190.00
Construction Manager	\$160.00
Inspector III	\$125.00
Inspector II	\$100.00
Inspector I	\$90.00
Chief Surveyor	\$190.00
Sr. Surveyor & Mapper	\$180.00
Project Surveyor II	\$165.00
Project Surveyor I	\$150.00
Technician IV	\$140.00
Technician III	\$125.00
Technician II	\$110.00
Technician I	\$90.00
Chief Planner	\$190.00
Senior Planner	\$160.00
Planner IV	\$140.00
Planner III	\$125.00
Planner II	\$110.00
Planner I	\$90.00
Senior Landscape Architect	\$200.00
Landscape Architect II	\$165.00
Landscape Architect I	\$135.00
Arborist	\$140.00
Designer III	\$145.00
Designer II	\$135.00
Designer I	\$125.00
Chief Utility Coordinator	\$190.00
Senior Utility Coordinator	\$150.00
Utility Coordinator	\$110.00
Subsurface Utility Location Manager	\$140.00
Field Supervisor	\$90.00
Utility Designating/GPR	\$200.00
Survey Crew IV	\$250.00
Survey Crew III	\$200.00
Survey Crew II	\$150.00
Survey Crew I	\$100.00
Survey Static Laser Scanning	\$250.00
Survey Drone Crew	\$200.00
Impervious Coring >8"	\$150.00/Each
Vacuum Excavation Test Hole (Pervious Surface)	\$350.00/Each
Vacuum Excavation Test Hole (Impervious Surface)	\$450.00/Each



September 10, 2025
Proposal File No. 2523-137

Myra Planning and Design, LLC
1600 Edgewater Drive
Orlando, Florida 32804

Attention: Ms. Myra Monreal, PE, AICP

Subject: Proposal for Subsurface Exploration and
Geotechnical Engineering Evaluation
Provost Park Improvements
400 Varr Avenue
Cocoa, Florida

Dear Ms. Monreal:

As requested, we are pleased to present this proposal for conducting a subsurface exploration and geotechnical engineering evaluation for the subject project. Based on our review of information provided by the client, the proposed construction will include a double soccer mini-pitch field and an asphalt paved parking lot.

Grading plans are not complete at this time; therefore, we have assumed that less than 1 to 2 feet of fill is required to raise the field and pavement areas to final elevation(s).

The scope of our work will include collecting soil stratigraphy and groundwater level data at the project site and determining if the soil characteristics are suitable to construct the proposed parking lot. The following summarizes our proposed scope of work and associated fees for conducting the subject exploration.

FIELD EXPLORATION

The proposed field exploration program will include the following:

Description	Number of Borings	Depth Below Ground Surface (feet)
Field Area	3 Hand Auger	5
Parking Lot Area	3 Hand Auger	5

The hand auger borings will be drilled with a 3-inch diameter, hand-held bucket auger. Each sample will be removed from the auger in the field and then examined and visually classified by our engineering technician.

Representative portions will be sealed and packaged for transportation to our laboratory for further analysis as required. Water level observations will be made in the boreholes during the drilling operation. Upon completion of drilling, the boreholes will be backfilled with soil cuttings.

LABORATORY PROGRAM

Routine laboratory visual classification will be performed by a geotechnical engineer along with specific classification tests deemed necessary (i.e., percent fines, organic content).

ENGINEERING ANALYSIS AND REPORT

Engineering analysis of all data obtained will be made to evaluate general subsurface conditions and to develop engineering recommendations to guide site preparation and pavement design. A typical flexible pavement section for the parking lot will be provided. For our analysis, we will require specific loading conditions for the pavement. We will also provide an estimate of the normal seasonal high groundwater level at the boring locations and a general discussion of the drainage characteristics of the soils encountered in the borings. Our recommendations for the parking lot, together with data developed during the exploration, will be submitted in a written report upon conclusion of the study.

COST ESTIMATE

The costs associated with the aforementioned tasks will not exceed **\$2,400.00** without prior authorization from the client.

CLOSURE

This proposal is subject to the following conditions: (1) access to boring locations is to be readily available to our field personnel, (2) the proposed number of borings and the boring depths will be adequate, (3) Ardaman & Associates will not take responsibility for damages to underground structures and/or services that are not located by Sunshine One-Call; their locations are to be provided by the client or owner prior to commencement of the field work, and (4) exploration or evaluation of the environmental (ecological or hazardous/toxic material related) condition of the site and subsurface is not included.

We appreciate the opportunity to submit this proposal and look forward to working with you on this project. If this proposal meets with your approval, please indicate your acceptance by signing and returning the attached Proposal/Project Acceptance sheet. Please call if you have any questions or require additional information.

Very truly yours,
ARDAMAN & ASSOCIATES, INC.



Jason P. Manning, P.E.
Branch Manager



PROPOSAL/PROJECT ACCEPTANCE AND AGREEMENT

PROJECT INFORMATION:

Project Name Provost Park Improvements
Project Location Cocoa, Florida
Proposal Number and Date 2523-137; dated September 10, 2025
Description of Services Subsurface Exploration
Estimated Fee \$2,400.00

PROPERTY OWNER IDENTIFICATION:

Name _____
Property Identification Number _____
Address _____
City/State _____ Zip Code _____ Phone _____
Attention _____ Title _____

SPECIAL INSTRUCTIONS:

PAYMENT TERMS:

Payment shall be due within 30 days after date of each periodic invoice. Interest at the rate of 18% per annum (or the highest rate allowable by law) shall accrue on all amounts not paid within 30 days after date of invoice. All attorney fees and expenses associated with collection of past due invoices will be paid by Client. Failure to timely pay any invoice shall constitute a waiver of any and all claims arising from or related to Ardaman & Associates, Inc.'s services, including but not limited to the services described in this Proposal.

PROPOSAL ACCEPTANCE:

By accepting this Proposal, the Terms and Conditions of this Proposal, including the Terms on this page, and Ardaman & Associates, Inc.'s General Conditions appearing on the following page of this Proposal, are incorporated herein by reference. In the event this Proposal Acceptance was received by facsimile, Client hereby confirms that the above described Proposal, the Terms and Conditions of this Proposal, including the Terms on this page, and Ardaman & Associates, Inc.'s General Conditions have been made available and are incorporated in this agreement.

Accepted this _____ day of _____, 2025

(Print or type individual, firm or corporate body name)

(Signature of authorized representative)

(Print or type name of authorized representative and title)

Revision 2017 – FL

GENERAL CONDITIONS

Parties And Scope Of Work – A&A shall include said company and any subsidiary or affiliate performing the Work. “Work” means the specific services to be performed by A&A as set forth in A&A’s proposal as well as any additional services requested or accepted by Client. “Client” refers to the person or business entity ordering the Work to be done by A&A. If the Client is ordering the Work on behalf of a third party or intends to provide A&A’s Work to induce a third party’s reliance, Client shall disclose the identity of such third party to A&A in writing before the commencement of A&A’s Work hereunder. In the event Client fails to disclose the identity of such third party prior to commencement of A&A’s Work, A&A will owe no legal duty to such third party unless the third party negotiates and obtains a written reliance letter from A&A. Client agrees that A&A’s professional duties are specifically limited to the Work as set forth in A&A’s proposal. The Client assumes sole responsibility for determining whether the quantity and the nature of the Work ordered by the Client is adequate and sufficient for the Client’s intended purpose. A&A’s Work is for the exclusive use of Client. In no event shall A&A owe any legal duty to any third party (including, but not limited to, assignees, successors in interest and subsequent purchasers) unless those third parties are disclosed by Client in accordance with this paragraph and those third parties accept these General Conditions.

On-Call Services – In the event A&A is retained to perform construction materials testing (“CMT”), including but not limited to proctor and soil density tests, concrete tests, etc., on an On-Call basis such that A&A is not retained to perform continuous observations of construction, Client assumes sole responsibility for determining the type, location and frequency of sampling and testing. In such On-Call testing, A&A’s test results are only representative of conditions at the test location and elevation, and different conditions may exist at other locations and other elevations. Furthermore, in the event Client fails to properly determine the location or frequency of sampling and testing, under no circumstances will A&A assume that duty by performing its CMT services.

Right-of-Entry – Unless otherwise agreed, Client will furnish right-of-entry on the property for A&A to make the planned borings, surveys, and/or explorations. A&A will take reasonable precautions to minimize damage to the property caused by its equipment and sampling procedures, but the cost of restoration or damage which may result from the planned operations is not included in the contracted amount.

Damage to Existing Man-made Objects – It shall be the responsibility of the Client to disclose the presence and accurate location of all hidden or obscure man-made objects relative to field tests, sampling, or boring locations. Client waives any claim against A&A and A&A’s subcontractors arising from any damage to existing man-made objects. In addition, Client shall defend, indemnify, and hold A&A and A&A’s subcontractors harmless from any third party claim arising from damage to existing man-made objects. Client’s obligation to indemnify for such third-party claims is limited to \$1,000,000 per occurrence which the parties agree bears a reasonable relationship to this Agreement.

Limitation of Liability – A&A shall perform services for Client in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of competent consultants practicing in the same or a similar locality as the project. In the event any portion of the services fails to comply with this obligation and A&A is promptly notified in writing prior to one year after completion of such portion of the services, A&A will re-perform such portion of the services, or if re-performance is impracticable, A&A will refund the amount of compensation paid to A&A for such portion of the services. In no event shall A&A be liable for any special, indirect, incidental, or consequential damages. The remedies set forth herein are exclusive and the total liability of A&A whether in contract, tort (including negligence whether sole or concurrent), or otherwise arising out of, connected with or resulting from any and all services provided by A&A, including but not limited to the Work, shall not exceed the total fees paid by Client or \$50,000.00, whichever is less.

PURSUANT TO §558.0035, FLORIDA STATUTES, A&A’S INDIVIDUAL EMPLOYEES AND/OR AGENTS MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THEIR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT.

Sampling or Testing Location – Unless specifically stated to the contrary, the unit fees included in this proposal do not include costs associated with professional land surveying of the site or the accurate horizontal and vertical locations of tests. Field tests or boring locations described in our report or shown on our sketches are based on specific information furnished to us by others or estimates made in the field by our technicians. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated in the report.

Sample Handling and Retention – Generally test samples or specimens are consumed and/or substantially altered during the conduct of tests and A&A, at its sole discretion, will dispose (subject to the following) of any remaining residue immediately upon completion of test unless required in writing by the Client to store or otherwise handle the samples. (a) NON HAZARDOUS SAMPLES: At Client’s written request, A&A will maintain preservable test samples and specimens or the residue therefrom for thirty (30) days after submission of A&A’s report to Client free of storage charges. After the initial 30 days and upon written request, A&A will retain test specimens or samples for a mutually acceptable storage charge and period of time. (b) HAZARDOUS OR POTENTIALLY HAZARDOUS SAMPLES: In the event that samples contain substances or constituents hazardous or detrimental to human health, safety or the environment as defined by federal, state or local statutes, regulations, or ordinances (“Hazardous Substances” and “Hazardous Constituents”, respectively), A&A will, after completion of testing and at Client’s expense: (i) return such samples to Client; (ii) using a manifest signed by Client as generator, will have such samples transported to a location selected by Client for final disposal. Client agrees to pay all costs associated with the storage, transport, and disposal of such samples. Client recognizes and agrees that A&A is acting as a bailee and at no time does A&A assume title of said waste.

Discovery of Differing Site Conditions or Unanticipated Hazardous Materials – Differing site conditions or certain types of hazardous materials (unanticipated materials) may exist at a site where there is no reason to believe they could or should be present. A&A and Client agree that the discovery of unanticipated materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. A&A and Client also agree that the discovery of unanticipated materials may make it necessary for A&A to take immediate measures to protect health and safety. A&A agrees to notify Client as soon as practicable should unanticipated materials be encountered. Client encourages A&A to take any and all measures that, in A&A’s professional opinion, are justified to preserve and protect the health and safety of A&A’s personnel and the public. Client agrees to compensate A&A for the additional cost of working to protect employees’ and the public’s health and safety. In addition, Client waives any claim against A&A arising from A&A’s discovery of unanticipated materials.

Indemnification – Client agrees to defend, indemnify, and save harmless A&A from all claims, including negligence claims, suits, losses, personal injuries, death and property liability resulting from the actions or inactions of Client, Client’s contractors, representatives, agents and employees.

Assignment – Client hereby agrees that this Agreement shall not be assignable by Client without A&A’s written consent.

Legal Jurisdiction – The parties agree that any litigation shall be governed by the laws of the State of Florida and only be brought in a court of competent jurisdiction located in Orlando, Orange County, Florida. All causes of action, including but not limited to actions for indemnification and contribution, arising out of A&A’s Work shall be deemed to have accrued and the applicable statutes of limitation, which are unaltered by this provision, shall commence to run not later than the date of issuance of A&A’s final invoice for the Work. Each of the parties hereto irrevocably waives any and all right to trial by jury in any legal proceeding arising out of or relating to this agreement.

Compliance With Laws – A&A shall perform its services consistent with the applicable standard of care and endeavor to incorporate laws, regulations, codes, applicable at the time the work is performed. In the event that standards of practice change during the Project, A&A shall be entitled to additional compensation where additional services are needed to conform to the standard of practice. Both A&A and the Client shall abide by all local, state, and federal regulations and laws, the U.S. Foreign

Corrupt Practices Act, UK Bribery Act and other laws as may apply.

Termination - A&A may terminate this Agreement with cause for non-payment of invoices upon fourteen (14) days written notice.

Force Majeure - A&A shall not be held responsible for any delay or failure in performance caused by fire, flood, explosion, war, strike, embargo, government requirement, civil or military authority, acts of God, pandemic, epidemic, government shutdowns, act or omission of subcontractors, carrier, clients, or other similar causes beyond its control.

Drafting and Severability – This Agreement has been drafted by all Parties hereto and shall not be construed against one Party or in favor of any other Party. In the event that any provision of this Agreement is held invalid, the remainder of this Agreement shall be fully enforceable.

6/22/23



LETTER OF AGREEMENT

Original: August 22, 2025
Revised September 14, 2025

Ms. Myra Monreal, P.E.
President
Myra Planning & Design, LLC
1016 W. Church Street Unit B
Orlando, FL 32805
Phone: (407) 446-7227
Hereinafter referred to as **Client**.

AND

Land Image Consulting, PLLC
P.O. Box 547624
Orlando, Florida 32854-7624
Phone (407) 399-3405
Hereinafter referred to as the **Land Image**.

Re: Provost Park – NW Park Area Improvements

LIC #00431.03

Ms. Monreal:

I am pleased to provide this Letter of Agreement to Myra Planning & Design, LLC (Client). The Client desires to retain Land Image Consulting, PLLC (Land Image) to prepare concept design services as outlined below for the Provost Park – NW Park Area Improvements project located in the jurisdiction of Cocoa, Florida under its Continuing Service Agreement Q-23-01-COC.

1.0 PROJECT DESCRIPTION

- 1.1 The project is providing concept design documents for a park amenity improvement for the City of Cocoa located in Provost Park at 400 S Varr Ave, Cocoa, FL 32922. The Client is the authorized representative of the property owner.

2.0 SCOPE OF SERVICES

PART I – Mini-Pitch Construction Documents

- 2.1 **Project Management** – In addition to the services detailed below, Land Image shall coordinate its work with the Client's representative and project team, monitor the project schedule as it relates to this scope, and provide timely invoicing and reporting of project progress.
- 2.2 **Coordination of the Work of Subconsultants** – The Client hereby acknowledges and agrees that Land Image will assume responsibility for the coordination of work produced by any subconsultants to Land Image as Project Manager for the project as it related to this scope. However, the Client agrees that Land Image shall not bear any liability for the technical accuracy of work prepared by others. All professionals working on the project shall bear separate responsibility and liability for the work prepared by their own entity.
- 2.3 **Existing Data** – Land Image shall work with Myra Planning & Design to attain base file information.
- 2.4 **Construction Document Development** – Based on the program elements and location provided by the City, Land Image shall prepare construction documents for park area improvements related to creating a plan for a double soccer mini-pitch court system, and adjustments to the surrounding grass soccer fields, with details provided as necessary to communicate the design intent, materials for the anticipated site area per Figure A below.

Figure A



- 2.5 **Client Review** - The Client shall review the progress of the construction documents for up to one (1) round of comments. Minor revisions and comments will be incorporated into the final construction documents based on review comments. Major changes from the original concept and additional revisions or concepts requested by the Client that represent a substantial departure from the original design program, budget, and approved concept shall be considered an Additional Service.

Deliverables – As a result of these tasks, Land Image shall produce one (1) electronic copy of the construction documents for Client review.

- 2.6 **Final Construction Documents** – Land Image shall prepare a Final Construction Documents, incorporating review comments from the Client review. The documents will be suitable for constructing the program elements as detailed in this phase of services.

Deliverables – As a result of these tasks, Land Image shall produce one (1) electronic copy of the Final Construction Documents for Client use.

PART II – Overall Park Concept Plan

- 2.7 **Preliminary Concept Plan** – Based on the design vision and program developed during planning meetings with the City, and conversations with the Client, Land Image shall prepare a conceptual design plan for park area improvements including modified grass soccer fields (standard size to be determined), a fitness court system, associated landscape improvements related to the above improvements with plan detail provided as necessary to communicate the design intent, materials for the anticipated park site area to be identified prior to proceeding with design services.
- 2.8 **Client Review** - The Client shall review the progress of the conceptual design plan for up to one (1) round of comments. Minor revisions and comments will be incorporated into the final concept plan based on review comments. Major changes from the original concept and additional revisions or concepts requested by the Client that represent a substantial departure from the original design program, budget, and approved concept shall be considered an Additional Service.

Deliverables – As a result of these tasks, Land Image shall produce one (1) electronic copy of the concept design plan for Client review.



- 2.9 **Final Concept Document** – Land Image shall prepare a Final Concept Plan, incorporating review comments from the Client review. The documents will be suitable for determining cost for the overall budget of the project as detailed in this scope of services.

Deliverables – As a result of these tasks, Land Image shall produce one (1) electronic copy of the Final Concept Plan for Client use.

PART III – Additional Services

- 2.10 **Additional Services** – Land Image will provide Additional Services as mutually agreed upon between itself and the Client. If such changes affect Land Image's cost or time required for performance of the Services, an equitable adjustment will be made through an amendment to this Agreement. Additional Services may include but are not limited to:

- Revise drawings, specifications or other documents when such revisions are:
 - Inconsistent with approval or instructions previously given by the Client, including revisions made necessary by adjustments in the Client's program or project budget
 - Required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents
 - Due to changes required as a result of the Client's failure to render decisions in a timely manner
- Bidding or Contract Administration Services following receipt of Development Order
- Multiple "Substantial Completion" Site Visits
- Phased Construction (if phasing occurs after contract negotiation)

PART IV – Services Not Provided

2.11 Services Not Provided

- Cost Estimation or Opinions
- As Built Documents
- Any work required by federal, state, or local code to be provided by a licensed professional other than a Landscape Architect is beyond the scope of the work to be performed by Land Image. Each professional on the team will sign and seal documents containing the work prepared by them.

3.0 PROJECT SCHEDULE

Land Image is prepared to begin work on the project immediately upon receipt of this executed Letter of Agreement and shall perform its work in such a manner as to comply with an agreed upon schedule.

4.0 COMPENSATION

- 4.1 **Part I** – The fee for Part I Mini-Pitch Construction Documents, shall be billed as a lump sum budget of two thousand six hundred dollars **\$3,190.00**, inclusive of direct costs.
- 4.2 **Part II** – The fee for Part II Overall Park Concept Plan, shall be billed as a lump sum budget of two thousand six hundred dollars **\$2,780.00**, inclusive of direct costs.
- 4.3 **Part III** – The fee for Part III, Additional Services, shall be billed using the approved hourly rate table.
- 4.4 **Direct Costs** – Direct costs incurred in completing the scope of services shall not be billed to the Client. Direct costs may include, but are not limited to, costs for contractual; reprographics, printing, photocopying services.
- 4.6 **Application Fees** – All application, filing, and permit fees, including, without limitation, all fees to local, regional and state governments and agencies, shall be paid by the Client directly to the appropriate agency at the required time.
- 4.7 **Subconsultant Fees** – Fees for subconsultants working on this project under direct contract with the Design Team are included in the fees for each part of the scope of services detailed above.



4.8 **Retainer** – No retainer will be required.

5.0 PERSONNEL

5.1 Personnel will be charged based on the agreed upon billable rate schedule.

6.0 CLIENT RESPONSIBILITIES

- 6.1 Client shall designate a Project Representative immediately upon execution of this Letter of Agreement, who shall be Land Image's point of contact with the Client, and who shall, by virtue of Client's designation, have authority to bind the Client. The Project Representative shall be responsible for all coordination with the Owner (if a separate person or entity from the Client as shown in Article 1) and any separate consultants.
- 6.2 Client shall provide full information to Land Image regarding project requirements and constraints including, without limitation, a program setting forth the Client's objectives, and shall provide all data, drawings, information or other resources requested by Land Image that are necessary for completion of the project.
- 6.3 Client shall comply with any schedule requirements made known to the Client by Land Image and, in any event, shall be available to meet with Land Image and provide decisions in a timely manner throughout the project.
- 6.4 Client shall be responsible for all other aspects of the project not specifically assigned to Land Image under this Letter of Agreement or any subsequent request (and acceptance) for Additional Service.

Myra:

I look forward to continuing to work with Myra Planning & Design, LLC on this project. If you find these terms acceptable, please sign where indicated below and return one signed original to me for my files. Please call me if you have any questions

Sincerely,

Maxwell D. Spann, PLA

AGREED TO AND ACCEPTED BY:

Myra Planning & Design

Land Image Consulting, PLLC

By: _____
Ms. Myra Monreal, P.E.

By:  _____
Maxwell D. Spann

Its: _____
President

Its: _____
Principal / Owner

Date: _____

Date: 14 September 2025

		Max	Dylan	Stephanie	Jenna	Rob	Jordan	Julie	
Phase		Principal	LA II	LA I	LD II	LD I	QA/QC	Administrator	Cost
		\$ 140.00	\$ 125.00	\$ 105.00	\$ 95.00	\$ 75.00	\$ 95.00	\$ 65.00	
1	Mini-Pitch Construction Documents	6			22			4	\$ 3,190.00
2	Overall Park Concept Plan	10	8		4				\$ 2,780.00
									\$ -
									\$ -
Hour subtotal		16	8	0	26	0	0	4	
Percent Hrs		30%	15%	0%	48%	0%	0%	7%	\$ 5,970.00



Florida Bridge and Transportation, Inc.
Structural Engineers

Sept. 16, 2025

Ms. Myra Monreal, PE, AICP
Myra Planning and Design, LLC
1016 W Church St, Unit B
Orlando, FL 32805

RE: City of Cocoa Provost Park
Proposal for Structural Design Services
FBT Project Number 23-08.02

Dear Myra,

Florida Bridge and Transportation, Inc. (FBT) is pleased to submit this proposal to Myra Planning and Design, LLC (MPD) for structural engineering services for the above referenced project. The scope of design services for this work order includes the following:

- 1) FBT will provide structural design calculations and plans related to the planned upgrades in Provost Park for the proposed soccer mini-pitch field.
- 2) FBT will design the concrete slab on grade to support the loading of live load based on minimum FL Building Code requirements, Vendor (Musco) requirements. FBT will also design the light pole foundations, and concrete slab details for connection of elements such as fencing, goals, benches, lockable storage, etc. based on input from the Vendor and the City. FBT will also design the foundations for the enhanced security lighting.
- 3) Per Musco's requirements, the reinforced concrete slab must be a minimum of five inches thick with a minimum 2000 PSI mix and two layers of vapor/moisture barrier. The slab shall be poured in large continuous operations. Relief cuts are allowed, but expansion joints are not permitted. Curing or hardening compounds shall not be used. Fiber mesh shall not be used in the concrete mix because its inclusion results in an unfavorable finish for the acrylic surface. Meaning some cracking may occur but will be acceptable provided there is no difference in the top surface (tripping hazard or bump) from one side of the crack to another. The surface shall have a medium broom finish or similar roughened texture. The top cover over the rebar shall be at least 2.5" below the concrete surface to facilitate the installation of concrete anchors. The specific overall dimensions of the slab will be provided by the Vendor. Courts must slope between .83% (1:120) and 1:00% (1:100) and must slope in one direction and must not be crowned. If lights are incorporated into the Mini-Pitch System, it is necessary to include stub-ups within the pad for power transmission to the electrical enclosure. The precise locations for these stub-ups will be detailed in the Vendor drawings. These stub ups must be located underneath the open bottom electrical enclosure next to the poles.
- 4) The project deliverables will consist of digitally signed and sealed plans and calculations for the structures.

We propose a lump sum fee of \$9,830.13 for the basic structural engineering services indicated above. The work will be invoiced when the submittals are delivered to MPD. If the work is stopped by MPD or others for any reason before completion, FBT will be reimbursed for the hours expended up to that point at an hourly rate of \$170 per hour.

The scope and fee indicated above does not include the following services:

- Analysis or design of any components other than the slab and light pole foundations
- The design of lighting support, fencing, goals, benches, lockable storage, etc. above the slab
- Bidding phase and post design services
- Construction inspection or site visits during construction

The items indicated above, or any other services not included in the scope of design services, may be provided for an additional fee. A supplemental agreement must be negotiated prior to the additional work being performed by FBT. Additional services required for this project may be provided based on an addendum to this agreement. Fees for additional services will be addressed on a case-by-case basis.

To provide the services, we will need the following information from MPD or others:

- Geotechnical information and design properties
- Subbase recommendations under the proposed slab on grade
- Loading from attached elements and loading on light poles for foundation design
- Survey elevations at critical points and overall topography

MPD shall indemnify and hold harmless FBT and all of its personnel from and against any and all claims, damages, losses and expenses (including reasonable attorneys fees) arising out of or resulting from the performance of the services, provided that any such claims, damage, loss or expense is caused in whole or in part by the negligent act or omission and/or strict liability of MPD, anyone directly or indirectly employed by MPD (except FBT) or anyone for whose acts any of them may be liable. This agreement is intended to benefit MPD and FBT exclusively. Any benefit conferred upon a third party is incidental to this agreement.

We appreciate this opportunity to be of service to MPD.

Very truly yours,

Florida Bridge and Transportation, Inc.



Mark Niedermann, P.E.
Senior Vice President





Q-23-01-COC-T1 Continuing Services Agreement

Provost Park soccer mini-pitch field

Florida Bridge and Transportation, Inc. (FBT) fee and staff hours

9/16/2025

TASK #	DESCRIPTION	Percent	Hours/ Position	Hourly Rate	Total
	Structural design calcs and plans for				
Task 1	Provost Park for the proposed				58.0
	soccer mini-pitch field				
	Chief Engineer 2	6.00%	3.48	\$297.00	\$1,033.56
	Project Manager 1	8.00%	4.64	\$257.50	\$1,194.80
	Senior Engineer 1	8.00%	4.64	\$226.50	\$1,050.96
	Engineer !	12.00%	6.96	\$166.50	\$1,158.84
	Engineer Intern 2	49.00%	28.42	\$133.00	\$3,779.86
	Senior Designer	17.00%	9.86	\$163.50	\$1,612.11
	Task 1 Total	100.00%	58		\$9,830.13

Total Staff Hours 58

Total Fee for FBT (Structures) \$9,830.13



Q-23-01-COC-T1 Continuing Services Agreement

Provost Park soccer mini-pitch field

Florida Bridge and Transportation, Inc. (FBT) fee and staff hours

9/16/2025

TASK #	DESCRIPTION	Units	No. of Units	Hours/ Unit	Total Hours
Task 1	Structural design calcs and plans for Provost Park for the proposed soccer mini-pitch field				
	Attend Meetings	each	2	2	4
	Design & Plans concrete slab on grade	LS	27	1	27
	Design mini-field light pole foundations	LS	13	1	13
	Design security lighting foundations	LS	14	1	14
	Task 1 Total				58

Memorandum



To: Abigail Morgan, P.E., Public Works Director
From: Myra A. Monreal, PhD, P.E., AICP
Date: October 14, 2025
Re: Provost Park - Sole Source Justification

This memorandum provides justification for using Myra Planning and Design, LLC (MPD) as a sole-source consultant for the Provost Park improvement project, based on the firm's unique qualifications, prior work, and continuity of services essential to the City's grant and implementation efforts.

Project Background

The Provost Park improvements, including the soccer mini-pitch, fitness court, parking, and circulation upgrades, will provide much-needed recreation and multi-modal transportation enhancements within the City of Cocoa. Located adjacent to the Space Coast Area Transit (SCAT) transfer station, an improved Provost Park enhances opportunities for seamless multi-modal connections between walking, biking, and transit, supporting the City's goals for connected, active mobility. MPD has an established history of collaboration with both the City of Cocoa and SCAT, having supported infrastructure and mobility projects since 2009. This longstanding partnership provides MPD with an in-depth understanding of local conditions, design parameters, and interagency coordination processes unique to Cocoa's context.

Unique Expertise

MPD prepared conceptual layouts for the City's National Fitness Court grant application and coordinated the site conditions and requirements with the technical team of the mini-pitch vendor. The firm's familiarity with the site, design criteria, and prior project documentation provides institutional knowledge and technical continuity that cannot be readily replicated by another consultant without duplicating effort and cost. MPD's prior research and design familiarity directly support the City's pursuit of grant funding and are critical to ensuring a consistent and timely submission package.

Continuity of Work

Engaging MPD will allow work to proceed seamlessly without schedule disruption or loss of technical consistency. Retaining MPD preserves continuity, efficiency, and alignment with the City's ongoing grant and implementation strategy.

Availability

MPD is available and fully qualified to continue providing professional services consistent with the City's policies and procedures.



City of Cocoa Budget Adjustment Form FY2026- 012-T

Select Adjustment Type: Budget Transfer		Requesting Department #: PW-3520		Date Prepared: 10/9/25	
From Accounts'					
Adjusting Amount	Account Number	Account Name	Current Budget	Adjusted Budget	Project Number
(\$ 29,780)	001-3520-572.46-00	PARKS AND RECREATION / REPAIRS & MAINTENANCE	\$ 100,000	\$ 70,220	PW26D4
(\$ 57,807)	001-3520-572.46-02	REPAIRS & MAINTENANCE / REPAIR/MAINT BUILDING	\$ 100,000	\$ 42,193	PW26D4
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
(\$ 87,587) Total					
To Accounts'					
Adjusting Amount	Account Number	Account Name	Current Budget	Adjusted Budget	Project Number
\$ 29,780	001-3520-572.64-07	PARKS AND REC / MACHINERY AND EQUIPMENT (34%)		\$ 29,780	GRPPNE
\$ 57,807	001-3520-572.64-00	M & E / NFC GRANT PROVOST PK (66%)		\$ 57,807	PW26MP
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
\$ 87,587 Total					
Reason/Justification for Adjustment:					
To give budget for Myra to do the design on two different projects broken out by percentage of cost per park project. One being the Fitness courts included with the national fitness grant award (34%). The other being the Soccer Mini Pitches (66%).					
Agenda# 2025-966					
City Council Approval Needed? Yes: ☐ No: ☒		Date Approved: _____		Resolution #: 2025-079	
~*City Council Approval needed for transfers greater than \$75,000 or transfers between departments/funds. All CRA adjustments must go to their respective boards.					
Frank Mirabito Digitally signed by Frank Mirabito Date: 2025.10.17 08:22:50 -04'00'		Zoie Badalov Digitally signed by Zoie Badalov Date: 2025.10.21 13:50:59 -04'00'			
Requestor's Signature		Finance Approval Signature		Finance Director's Signature	
Abigail Morgan Digitally signed by Abigail Morgan Date: 2025.10.17 13:18:24 -04'00'		Lora Howell Digitally signed by Lora Howell Date: 2025.10.21 13:50:06 -04'00'			
Department Director's Signature		Deputy Finance Director's Signature		City Manager's Signature	
FINANCE USE ONLY:					
Date Entered: _____		Entered By: _____		Group #: _____	

RESOLUTION NO. 2025-079

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF COCOA, FLORIDA, AMENDING THE CITY
OF COCOA BUDGET FOR FISCAL YEAR 2026;
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, 2025, and ending on September 30, 2026, at a Special meeting held on September 16, 2025; 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 2026 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 28th day of October, 2025.

Michael C. Blake, Mayor

ATTEST:

Monica Arsenault, City Clerk

RESOLUTION NO. 2025-080

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 28th day of October 2025.

Michael C. Blake, Mayor

ATTEST:

Monica Arsenault, CMC, City Clerk

EXHIBIT “A”

To Resolution No. 2026-

The City Manager recommends that the competitive bidding requirement be waived, by reason of sole source to Myra Planning and Design (MPD) for the Master Plan for Provost Park. The master plan includes: An additional parking lot, two soccer mini pitches, a fitness court and other minor site improvements.

MPD prepared conceptual layouts for the City’s National Fitness Court grant application and coordinated the site conditions and requirements with the technical team of the mini-pitch vendor. The firm’s familiarity with the site, design criteria, and prior project documentation provides institutional knowledge and technical continuity that cannot be readily replicated by another consultant without duplicating effort and cost. MPD’s prior research and design familiarity directly support the City’s pursuit of grant funding and are critical to ensuring a consistent and timely submission package. MPD will allow work to proceed seamlessly without schedule disruption or loss of technical consistency. Retaining MPD preserves continuity, efficiency, and alignment with the City’s ongoing grant and implementation strategy.

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: July 10, 2025
Agenda Date: October 28, 2025
File ID: 2025-640
Prepared By: Lucilene Ribeiro, Planner
Through: Stockton Whitten, City Manager
Requested Action: Approve Resolution 2025-069 adopting a revised fee schedule for planning and zoning applications. This resolution establishes new fees for Landscape Requirements and Tree Mitigation Waivers, Boundary Line Adjustments, and Lot Aggregations; increases fees for sidewalks; and clarifies categories within the schedule.

BACKGROUND:

Staff is proposing revisions to the Planning and Zoning Fee Resolution, as authorized under Section 2(b), Article VIII of the Florida Constitution, and Section 166.021, Florida Statutes, which grant municipalities the authority to establish fee schedules related to municipal functions.

The City Council previously adopted Ordinance 13-2022, establishing the framework for adopting fees by resolution. Since then, the Council has adopted several resolutions—2022-102, 2023-052, and 2024-077—to revise and update the Planning and Zoning Fee Schedule, reflecting regulatory and administrative changes. These updates have enabled the City to establish new fees, adjust existing fees, and incorporate mechanisms to recover costs associated with third-party reviews.

Resolution 2025-069 continues this process by aligning the Planning and Zoning Fee Schedule with recent code amendments, including Ordinance 06-2024, which created new provisions for boundary line adjustments and lot aggregation, and Ordinance 18-2024, which transferred review authority for tree mitigation waivers from the Board of Adjustment to the City Council.

Key updates in Resolution 2025-069 include:

- Establishing fees for Planned Unit Development (PUD) amendments to align with City Code.
- Introducing a reduced fee for minor site plan amendments (e.g., change of use without DRC review) to support small businesses.
- Differentiating fees for minor site plan applications
- Establishing fees for small-scale and large-scale site plan applications
- Adding charges for minor engineering revisions and for projects requiring more than four rounds of DRC review.
- Establishing fees for boundary line adjustments and lot aggregation as required

by the updated subdivision ordinance.

- Revising the schedule to include fees for landscape requirement waivers and tree mitigation waivers in accordance with Ordinance 18-2024.
- Updating sidewalk café fees (first established by Ordinance 2-99) which have not been adjusted since their adoption.

These revisions ensure that the fee schedule remains consistent with the City Code, accurately reflects administrative and processing costs, and continues to provide a fair mechanism for cost recovery.

See Exhibit “A” for the City of Cocoa Planning and Zoning Fee Schedule

PRIORITY AREA CONNECTION:

Economic and Community Development

BUDGETARY IMPACT:

The City of Cocoa will incur no new regulatory costs as a result of this ordinance.

PREVIOUS ACTION:

City Council approved Ordinance 13-2022, authorizing Planning and Zoning fees to be established by resolution, at the October 25, 2022 City Council meeting.

City Council adopted the following Resolutions revising the fee schedule:

- Resolution 2022-102 - October 25th, 2022.
- Resolution 2023-052 - May 23rd, 2023.
- Resolution 2024-077 - August 13, 2024.

RECOMMENDED MOTION:

Approve Resolution 2025-069 adopting a revised fee schedule for planning and zoning applications. This resolution establishes new fees for Landscape Requirements and Tree Mitigation Waivers, Boundary Line Adjustments, and Lot Aggregations; increases fees for sidewalks; and clarifies categories within the schedule.

RESOLUTION NO. 2025-069

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, ADOPTING A REVISED FEE SCHEDULE FOR PLANNING AND ZONING RELATED APPLICATIONS; PROVIDING FOR A REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, under its broad exercise of home rule powers established by Section 2(b), Article 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 has express statutory authority to establish appropriate user charges and fees which are necessary for the conduct of municipal government pursuant to Section 166.201, Florida Statutes; and

WHEREAS, in Resolutions No. 2022-102, 2023-052, and 2024-077 the City Council previously adopted a schedule of fees, charges, and expenses for planning and zoning related applications; and

WHEREAS, the City Council desires to update the previously established schedule of fees, charges, and expenses for planning and zoning related applications via this Resolution; and

WHEREAS, the fees established in this Resolution are necessary 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 deems this Resolution to be in the best interests of the public health, safety, and welfare of the citizens of Cocoa.

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

Section 1. Recitals. The foregoing recitals are true and correct and are hereby incorporated as a material part of this Resolution.

Section 2. Adoption of Fee Schedule. The City Council of the City of Cocoa hereby approves and adopts the City of Cocoa Planning and Zoning Fee Schedule, which is attached hereto as **Exhibit “A”** and fully incorporated herein by this reference.

Section 3. Repeal of Prior Inconsistent Resolutions. All prior inconsistent resolutions or parts of prior resolutions inconsistent with this Resolution are hereby repealed to the extent of the conflict.

Section 4. Severability. If any section, subsection, sentence, clause, phrase, word, or provision of this Resolution and/or Exhibit “A” is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this Resolution.

Section 5. Effective Date. This Resolution 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 this _____ day of _____, 2025.

Michael C. Blake, Mayor

ATTEST:

Monica Arsenault, City Clerk

Exhibit A

CITY OF COCOA PLANNING AND ZONING FEE SCHEDULE

Updated ~~August 2024~~ **October 2025**

Fee Schedule

Board of Adjustment	
Special Exception	\$850 + Ad fees
Variance – Single or Two-Family Residence	\$250 + \$100 per additional item + Ad fees
Variance – All other	\$500 + \$100 per additional item + Ad fees
Variance - Administrative	\$100/each item
Waiver – Single or Two-Family Residence	\$250 + \$100 per additional item + Ad fees
Waiver – All other	\$500 + \$100 per additional item + Ad fees
Waiver - Administrative	\$100/each item

Comprehensive Plan Amendment	
Small-Scale Map Amendment <u>as defined by Florida Statutes</u>	\$1550 + Ad fees
Large-Scale Map (Incl Text Amendment if applicable)	\$2100 + \$6/acre + Ad fees
Text Amendment Only	\$850 + Ad fees
Development of Regional Impact	\$2100 + \$6/acre fees and costs allowed by State law + Ad fees
Development Agreement	\$1550 + Ad fees
Development Agreement Modification	\$775 + Ad fees

Zoning Amendments	
Zoning Text Amendment	\$1250 + Ad fees
Zoning Map Amendment (Rezoning)	\$1250 + \$6 per acre + \$6 Per lot per du + Ad fees

Planned Unit Development	
Preliminary	\$2000 + \$25/lot
Final	\$1500 Final subdivision plat + \$25/lot + Zoning Map Amendment
<u>Amendment</u>	<u>\$1500+\$25/lot</u>
<u>Minor Amendment</u>	<u>\$ 750</u>

Site Plan	
<u>Minor Site Plan Amendment (Change of use) * (no full DRC review)</u>	<u>\$750</u>
<u>Minor Site Plan Amendment (Engineering Revisions are limited to a total of four (4) per project) * (no full DRC review)</u>	<u>\$250 per revision</u>
Minor Site Plan Amendment Less than one Acre*	\$1500
<u>Minor Site Plan Amendment Over one acre (Art. XIII, Sec. 1 (H)) *</u>	\$1500 + \$50 for each additional acre
<u>Small-Scale Site Plan (Art. XIII, Sec. 1 (C)(1)) **</u>	<u>\$2000 + \$50/acre + \$25 per d.u (for multifamily projects)</u>
<u>Large-Scale (Art XIII, Sec. 1(C)(2)) **</u>	<u>\$3000 + \$50/acre + \$25 per d.u.(for multifamily projects)</u>
<u>DRC review/Fifth and Subsequent Rounds</u>	<u>\$750</u>

Subdivision	
Preliminary Plat	\$2000 + \$25/lot
Final Plat	\$1500 + \$25/lot
Recording	Actual recording fees + \$50 <u>\$200</u>

Miscellaneous	
<u>Development Agreement</u>	<u>\$1550 + Ad fees + Recording fees</u>
<u>Development Agreement Amendments</u>	<u>\$775 + Ad fees</u>
Sidewalk Café	<u>\$25 \$150 (1- 4 tables) or \$200 (5 or more tables)</u>
• <u>Annual Renewal</u>	<u>\$100 (1 – 4 tables) or \$150 (5 or more tables)</u>
Dog-Friendly Dining Area	\$25
Chicken Permit	<u>\$25 \$50</u>
Zoning Confirmation Letter	\$150 <u>per parcel</u> + special service charges for public records requests pursuant to public records policy
Tree removal (if not part of a site plan)	\$15/tree or \$200/acre except that oak tree removal from the right of way is \$100 per oak tree
<u>Landscape Requirements Waiver / Tree Mitigation Waiver</u>	<u>\$500 + Ad Fees</u>
Telecommunications Towers and Antennae	\$1500
Vacation (right-of-way, easement)	\$1500 + Ad Fees
Lot Splits Residential (single-family)	\$500 + Ad Fees
Lot Splits Multifamily and Non- Residential	\$1250 + Ad Fees
<u>Boundary Line Adjustment Residential (single family)</u>	<u>\$500</u>
<u>Boundary Line Adjustment Multifamily and Non-Residential</u>	<u>\$1250</u>

<u>Aggregation of Lots (Lot Combination)</u>	<u>\$500 + Recording Fees</u>
Appeal of Board of Adjustment or Planning and Zoning Board Decision to City Council	\$850 + Ad fees
Appeal of Administrative Decision to Board of Adjustment or Planning and Zoning Board	\$850 + Ad fees
Pre-application Meeting	\$250
Concurrent Review (Any 2 Development Orders within the same approval period)	\$500
Specialist Third Party Reviews	As Needed
Voluntary Annexation	\$1250 + \$6 per acre + Comprehensive Plan (large or small scale) + Zoning Map Amendment + Ad Fees
Community Development District (CDD)	\$15,000.00 or as provided in Florida Statutes Section 190.005.

***1. The City of Cocoa shall reserve the right to utilize a third-party consultant for review of all of or a portion of any application related to the items listed in the Fee Schedule including, but not limited to, reviews requiring technical assistance on certain projects or extensive expertise in the subject matter. The applicant will be responsible for the application fee listed for that specific task and the additional costs associated with the third-party consultant's review.** An estimate of the third-party consultant's fees will be provided to the applicant and paid prior to commencement of the review by the consultant. If the estimate related to the task is exceeded due to unforeseen complexity related to the review or additional reviews beyond the number of reviews detailed in the estimate necessitated by changes to the application, the applicant will be responsible for the additional costs. Pursuant to City of Cocoa Code of Ordinances Article XXI.- Schedule of Fees, Charges and Expenses. (Ord. No. 10-84, § 1, 4-10-84; Ord. No. 56-03, § 1, 11-11-03).

***2.** The actual costs of legal advertising and public mail notice shall be in addition to the fees listed above. (Ord. No. 56-03, § 1, 11-11-03).

***3.** All applicable fees, charges and expenses shall be paid in full to the City prior to commencement of staff review of the application, or further public notices, petition, appeal, hearing, meeting, permit issuance, or certificate of occupancy issuance. (Ord. No. 56-03, § 1, 11-11-03).

~~***Application fee refunds shall be as follows for planning and zoning board or board of adjustment items:**~~

- ~~(1) _____ If withdrawn prior to submission of legal advertisement to the newspaper, one-half (½) the original required fee shall be returned.~~
- ~~(2) _____ If withdrawn after legal advertisement and prior to public hearing, one-fourth (¼) the original fee shall be returned.~~
- ~~(3) _____ If withdrawn at public hearing, there shall be no refund.~~

***4.** Applications tabled by the planning and zoning board or the board of adjustment shall remit fees as follows:

- a. Applications tabled where such is the result of the applicant's request, error, or failure to appear or be represented, the applicant shall remit one-half (½) the original required application fee for the purpose of rehearing the applicant's request.
- b. Applications tabled by the planning and zoning board or the board of adjustment due to no fault of the applicant, no fee shall be required.

*5. Any property owner who is proposing to develop or redevelop a residential, commercial or industrial project may request a waiver of all or part of the fees less legal costs. Qualifying residential projects shall be limited to the development or redevelopment of residential subdivisions. Such request shall be in writing and submitted to the city manager or designee prior to the issuance of any approval. In consideration of the waiver of such fees the developer must agree to provide a project which exceeds the minimum requirements provided within the city's zoning code, including, but not limited to setbacks, landscaping, and visual screening, and provide structures with enhanced architectural facades and treatments. Such agreements shall be outlined in a development agreement between the developer and the City of Cocoa. Each request for waiver and corresponding development agreement shall not be effective until approved by the city council.

* Minor Site Plan Amendments: An applicant requesting a modification to an approved site plan shall submit a written cover letter with the site plan application describing the proposed changes and providing justification. City staff will review the request to determine whether it qualifies as a change of use, an engineering revision, or a minor site plan amendment. Engineering revision refers to any modification to site infrastructure associated with an approved site plan under construction that must be submitted to the City for review and approval before issuance of the Certificate of Completion.

** For residential projects that do not require a preliminary or final plat, site plan fees shall be calculated based on both acreage and dwelling units. Site Plan fees for subdivision, Planned Unit Development and non-residential projects shall be based on acreage only.

CITY COUNCIL AGENDA ITEM

Memo Date: October 10, 2025
Agenda Date: October 28, 2025
File ID: 2025-970
Prepared By: Melinda Keesee, Field Operations Technician
Through: Donnie Howard, Asst. WFO Manager
John Walsh, Utilities Director
Requested Action: Approve the purchase of a Vermeer D8x12 Horizontal Directional Drill Package for the Utilities Department from Vermeer Southeast of Orlando, Florida, in the amount of \$174,916.62, utilizing the Florida Sheriffs Association Cooperative Contract No. FSA23-EQU21.

BACKGROUND:

The Water Field Operations Division (WFO) is requesting approval to purchase a new Vermeer D8x12 horizontal directional drill machine and associated equipment. This equipment purchase is budgeted under the approved CIP Project No. CA2602.

In 2020, WFO purchased their first Vermeer S3 Navigator boring machine in order to meet the County permit requirement that any service line installed must include casing (sleeves) on the service line. Since that time, WFO has seen a significant increase in the request for new service line installations. Due to the increase, WFO has determined that the purchase of a second boring machine would be advantageous for the service line installations. A second machine will allow WFO to complete a higher volume of service line installations. It will also provide WFO with a second machine in the event that the first machine is out of service.

Staff recommends approving the purchase of the Vermeer D8x12 directional drill package from Vermeer Southeast, an awarded vendor under the City-approved Florida Sheriffs Association Cooperative Contract No. FSA23-EQU21. The total cost of this purchase, which is \$174,916.62, is reflected in the Budgetary Impact section below.

PRIORITY AREA CONNECTION:

Investment in Public Infrastructure

BUDGETARY IMPACT:

Budgeted? Yes

Amount Requested: \$174,916.62
Account Number: 421-4025-536.64-00
Account Name: Machinery & Equipment
Project Number: CA2602

PREVIOUS ACTION:

None.

RECOMMENDED MOTION:

Approve the purchase of a Vermeer D8x12 Horizontal Directional Drill Package for the Utilities Department from Vermeer Southeast of Orlando, Florida, in the amount of \$174,916.62, utilizing the Florida Sheriffs Association Cooperative Contract No. FSA23-EQU21.



Vermeer Southeast Sales & Service, Inc.
428 Ocoee Apopka Road
Ocoee, FL 34761

FSA QUOTE
#250115041

Date: 10/02/25

Sales Rep: Ross Hilaman

Customer Information:

City of Cocoa
155 N Wilson Ave
Cocoa, FL 32931

Delivered to:

Same

Contact Name: Brandon Cox

Phone Number:

Payment method:

Qty	DESCRIPTION and SERIAL #	Unit Price	TOTAL
	SPECIFICATION OF OPTION UNIT: Ndw Vermeer D8x12 Horizontal Directional Drill Package, including: 48HP Kohler KDI1903 ULS Diesel T4F engine, 7,850 Thrust/Pullback; 1,200 ft-lb Torque; 180' of FS#200 1.66" x 6' drill rod, 95.5' bend radius; Minimum Bore diameter 2.5"; 9GPM FMC Fluid pump; Auto Greaser 1 gallon; strike alert, remote lockout MX150 Fluid Management, Power Pack, 500 Gallon Tank Inline, 2" x 50' supply hose Falcon F5+ system with receiver, Aurora AF8 touchscreen remote display, 2-battery packs & charger, FT5 transmitter, carry case and manual in USB Tooling package including: Extra set of 30 1.66x6' Drill rod, Starter Rod, Housing, bit, 4.5" fluted reamer Custom Trailer 6 Ton 6T182TBW, 12,000 lbs GVWR		
	BASE BID PRICING Pricing per FL Sheriff's Contract FSA23-EQU21.1 Item #194 Title: HORIZONTAL DIRECTIONAL DRILL Base Model: D24x40S3 Bid Price Per FSA contract	\$ 413,170.00	\$ 413,170.00
	OPTION UNIT PRICING:		
1	OPTION: D8x12 - Drill, MX125 fluid system, FF5+ Locator system w/remote display, Basic tooling	\$ (295,351.99)	\$ (295,351.99)
1	ADD: MX150 - Mixing System Power Pack	\$ 8,350.50	\$ 8,350.50
1	ADD: TK500N - 500 Tank System INLINE, 2" x 50' Discharge Hose Assy	\$ 6,379.06	\$ 6,379.06
1	*ADD: FP1SYSAF8 - Falcon F1 w/ AF8 remote Display, FT1 Tans	\$ 18,282.75	\$ 18,282.75
1	*ADD: Extra Set of Drill Rod 1.66" x 6' (Qty. 30)	\$ 11,150.15	\$ 11,150.15
1	*ADD: Custom 6T182TBW	\$ 12,936.15	\$ 12,936.15
	Price valid for equipment shipped ex-works not later than 12/31/25		
	*** FINANCING OPTIONS AVAILABLE FOR MUNICIPAL/UTILITY ENTITIES ***		
	*Non- Contract Items carry 5% discount off current MSRP		
	** Scheduled price increase per FSA Terms and Conditions, Section 3.06		
	Equitable Adjustment		
	SubTotal	\$	174,916.62
	Tax		
	Total	\$	174,916.62
	Less Down		
	Payment		
	Balance Due	\$	174,916.62

THANK YOU FOR YOUR BUSINESS!

TERMS:

All warranties, if any, made with respect to this equipment are those warranties made by the Manufacturer. Dealer makes no warranties express or implied, including, but not limited to, warranties of MERCHANTABILITY AND FITNESS OF A PARTICULAR PURPOSE.

Customer Signature _____

Bid Award**Contract:** FSA23-EQU21.0, Equipment**Group:** Horizontal Directional Drill**Item:** 194, Vermeer, D24X40 S3, D24X40 S3

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Vermeer Southeast Sales	\$413,170.00	Build	Options
Northern	Primary	Vermeer Southeast Sales	\$413,170.00	Build	Options
Central	Primary	Vermeer Southeast Sales	\$413,170.00	Build	Options
Southern	Primary	Vermeer Southeast Sales	\$413,170.00	Build	Options

FSA23-EQU21.0: Equipment Item Group Specifications

Item # 194**Horizontal Directional Drill**

\$413,170.00

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification**Vermeer D24x40S3**

Width: 89" minimum transport width

Height: 76" minimum transport height

Weight: 21,750 (non-Cab option)

Length: 20' minimum transport length

Engine: John Deere 4045 125 hp, liquid cooled, Tier 4 Final Ultra Low Sulfur Diesel engine, onboard 44 gal fuel capacity

Operational: Thrust/pullback 28,000 lbs., carriage speed 240 fpm, spindle torque 4200' lbs., rotational speed 270 rpm, minimum bore diameter 4", maximum ground speed 3.3 mph, drill rack angle 14-21 degrees

Controls: Touchscreen drilling guidance display

Drill System: Hydraulic vise, stakedown system, strike alert, remote lockout, working lights

Drill Pipe: Rod diameter- 2.38", length- 10', weight- 73 lbs. per rod, bend radius of 108', 500' of rod

Color: Manufacturer's standard color

Fluid System: 50 GPM maximum flow pump

Mixing System: 23HP gasoline engine with 16 gal onboard fuel tank; Venturi/Recirculation mixing action, with integrated hopper and strainer system

1,000 gallon mixing tank with 3-line eductor nozzles

Drilling guidance system: Falcon F2+ Receiver with top toggle, F series lithium-ion/NiMH charger with two lithium-ion battery packs, carry case, and operator's manuals on USB flash drive; FT2 Transmitter wideband 15" BTW, R2

Tooling: QuickFire starter rod and housing, standard 4" quick-shot drill bit, 8" fluted reamer w/swivel

FSA23-EQU21.0: EQUIPMENT
 VERMEER SOUTHEAST SALES AND SERVICE
 Specification #194 Horizontal Directional Drill
 SPECIFICATIONS THAT MAY BE DELETED/ADDED, ORDER CODE,
 DESCRIPTION AND PRICE
 Base Bid D24x40S3: \$413,170.00

LEGEND FOR DELETE/ADD OPTIONS

Every line will require a **DOLLAR VALUE** or one of the following abbreviations:
 Std. = Manufacturer's standard equip.
 Incl. = included with base specs.
 NC = No additional charge
 NA = not applicable to the vehicle

Order Code	Delete Options	Credit
D8x12	Downgrade Model - specify 48HP Kohler KDI1903 ULS Diesel T4F engine, 7,850 Thrust/Pullback; 1,200 ft-lb Torque; 180' of FS#200 1.66" x 6' drill rod, 95.5' bend radius; Minimum Bore diameter 2.5"; 9GPM FMC Fluid pump; Auto Greaser 1 gallon; strike alert, remote lockout	\$ (295,351.99)
D10x15S3	Downgrade Model - specify 60HP Deutz TD2.9 T4F Diesel engine, 10,000 Thrust/Pullback; 1,500 ft-lb Torque; 300' of FS#200 1.66" x 6' drill rod, 95.5' bend radius; Minimum Bore diameter 2.5"; 15GPM FMC Fluid pump; Auto Greaser 1 gallon; strike alert, remote lockout	\$ (257,652.87)
D20x22S3	Downgrade Model - specify specify74HP Deutz TD2.9 T4F Diesel engine, 19,500 Thrust/Pullback; 2,250 ft-lb Torque; 400' of FS#400 2.06" x 10' drill rod; Minimum Bore diameter 3"; 25GPM FMC Fluid pump; Auto Greaser 1 gallon; strike alert, remote lockout	\$ (180,775.60)
D23x30S3	Downgrade Model - specify 100HP Deutz TCD3.6L4 T4F Diesel engine, 24,000 Thrust/Pullback; 3,000 ft-lb Torque; 400' of FS#600 2.375" x 10' drill rod; Minimum Bore diameter 4"; 50GPM FMC Fluid pump; Auto Greaser 1 gallon; strike alert, remote lockout	\$ (117,998.08)

FSA23-EQU21.0: EQUIPMENT
VERMEER SOUTHEAST SALES AND SERVICE
Specification #194 Horizontal Directional Drill
SPECIFICATIONS THAT MAY BE DELETED/ADDED, ORDER CODE,
DESCRIPTION AND PRICE
Base Bid D24x40S3: \$413,170.00

LEGEND FOR DELETE/ADD OPTIONS

Every line will require a **DOLLAR VALUE** or one of the following abbreviations:
Std. = Manufacturer's standard equip.
Incl. = included with base specs.
NC = No additional charge
NA = not applicable to the vehicle

Order Code	Add Options	Credit
D40x55S3	Downgrade Model - specify 140HP John Deere 4.5L T4F Diesel engine, 40,000 Thrust/Pullback; 5,500 ft-lb Torque; 525' of FS#650 2.625" x 15' drill rod; Minimum Bore diameter 5"; 70GPM Apex Fluid pump; Auto Greaser 5 gallon; strike alert, remote lockout	\$ 127,058.52
D60x90S3	Downgrade Model - specify 100HP Deutz TCD3.6L4 T4F Diesel engine, 60,000 Thrust/Pullback; 9,250 ft-lb Torque; 450' of FS#900 2.875" x 15' drill rod; Minimum Bore diameter 5"; 150GPM Kerr Fluid pump; Auto Greaser 5 gallon; strike alert, remote lockout	\$ 386,448.04
D100x140S3	Downgrade Model - specify 74HP Deutz TD2.9 T4F Diesel engine, 19,500 Thrust/Pullback; 2,250 ft-lb Torque; 400' of FS#400 2.06" x 10' drill rod; Minimum Bore diameter 3"; 25GPM FMC Fluid pump; Auto Greaser 1 gallon; strike alert, remote lockout	\$ 677,739.09
Options:		
FP1	Falcon F1 w/o remote Display, FT1 Trans.	\$ 15,893.50
FP2SYS	Falcon F2+ w/o remote Display, FT2 Trans.	\$ 16,382.75
FP2SYSAF8	Falcon F5+ iGPS & Rebar Ready, w/Aurora 8.4" Touchscreen remote Display, FT2P Trans.	\$ 22,462.75
FP5SYS	Falcon F5+ iGPS & Rebar Ready, w/o remote Display, FT5P Trans.	\$ 17,883.75
FP5SYSGAF8	Aurora 8.4" Touchscreen Display Kit	\$ 27,711.50
MX150	Mixing System Power Pack	\$ 8,350.50
MX300	Mixing System Power Pack	\$ 15,170.55
TK300	300 Tank System, 2" x 50' Discharge Hose Assy	\$ 5,943.01
TK500N	500 Tank System INLINE, 2" x 50' Discharge Hose Assy	\$ 6,379.06
TK500W	500 Tank System WIDE, 2" x 50' Discharge Hose Assy	\$ 6,379.06
TK1000	1000 Gallon Tank System (Single) 3" x 50' Hose & Plumbing Kit	\$ 10,243.63
TK750	750 Gallon Tank System (Single) 3" x 50' Hose & Plumbing Kit	\$ 9,717.57
8T152FCBW	8 Ton Heavy Duty Trailer, 15' flat deck w/3' beaver tail, 102" width, torsion axles, electric brakes, 12k lb jack, climber ramps, pintle hitch (MX125/150/300 with TK mounting included) Recommended for D8x12	\$ 14,032.45
10T142FCBW	10 Ton Heavy Duty Trailer, 14' flat deck w/4' beaver tail, 102" width, torsion axles, electric brakes, 12k lb jack, climber ramps, oak decking, 7-way RV plug, pintle hitch (MX125/150/300 with TK mounting included) Recommended for D10x15	\$ 17,251.05
12T172FCBW	12 Ton Heavy Duty Trailer, 17' flat deck w/4' beaver tail, electric brakes, 12k lb jack, 72" angled tapered ramps, pintle hitch (MX125/150/300 with TK mounting included) Recommended for D20x22	\$ 18,373.00
15T212ELP	15 Ton Heavy Duty Trailer, 21' flat deck w/6' double beaver tail, 102" width, electric brakes, 2-speed landing gear, Dexter Axles, Hutch 9700 suspension @ 50,000 lbs, 72" angled tapered ramps, oak decking, 7-Way RV plug, pintle hitch (MX125/150/300 with TK mounting included) Recommended for D24x40	\$ 27,086.40
TRAILER	5% off MSRP current Published Price for non-listed trailers	
CAB	5% off MSRP current Published Price	

XROD	5% off MSRP current Published Price	
XTOOL	5% off MSRP current Published Price	
5%	Optional Equipment - specify Discount Percentage off Manufacturer's Current Published Retail Price for Non-Specified Options and any Optional Models	

FSA Cooperative Purchasing Program



FSA23-EQU21.1: Equipment Extension Packet



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Contract Extension Amendment

Contract FSA23-EQU21.0: Equipment

Extension Term: October 1, 2025, through September 30, 2026

The Terms and Conditions of this Contract allow for modification via contract addenda as provided for in Section 1.23. The effective dates of the original contract term for FSA23-EQU21.0 are October 1, 2023, through September 30, 2025. The Florida Sheriffs Association (FSA) shall extend this contract for an additional one (1) year term from October 1, 2025, through September 30, 2026. The Terms and Conditions remain in effect for the contract extension term. Items and pricing may be updated in accordance with Sections 3.05 and 3.06 of the Terms and Conditions.

FSA is amending the original contract to reflect the following modifications:

- Modify the contract number to FSA23-EQU21.1, which reflects the extension; and
- Amend Section 1.03 to recognize the term of the contract extension.

Section 1.03 is amended to include the following language:

1.03 TERM OF CONTRACT

The FSA elected to renew the contract and extend the term of the contract for another twelve (12) months. The contract extension term will begin October 1, 2025, and end September 30, 2026.

For questions regarding this contract extension, please email Sarrah Carroll at scarroll@flsheriffs.org.



Sarrah Carroll
Deputy Executive Director of Administration



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www.flsheriffs.org  

Notice of Final Award FSA23-EQU21.0: Equipment

Date: October 1, 2023

To: Bidders and Purchasers

From: Hugh Oliver, Cooperative Purchasing Program Manager

Re: Notice of Final Award for FSA23-EQU21.0: Equipment

Florida Sheriffs Association (FSA) has completed its 21st year of the cooperative purchasing equipment contract. FSA is issuing the Notice of Final Award for contract FSA23-EQU21.0: Equipment that will be effective from October 1, 2023, through September 30, 2025. This year's bid included 453 items. The contract will offer construction, material handling, transportation, all-terrain and utility vehicles, and grounds care equipment.

The competitive process for this award began in May 2023, when stakeholders were surveyed regarding procurement needs. Items were added based on survey results and the Fleet Advisory Committee's review of products.

An advertisement for the Invitation to Bid was published in the Florida Administrative Weekly, as well as the State of Florida's Office of Supplier Diversity and the FSA websites. On May 5, 2023, a direct notification was sent to 716 prospective bidders to participate in a voluntary bidder workshop. The ITB advertisement resulted in 149 pre-bid attendees or waivers. Of these respondents, 85 submitted bids and 78 qualified. FSA has identified intended awardees in the attached Final Award Report. The Final Award Report shows up to three lowest bidders per item, per zone.

The Florida Sheriffs Association Cooperative Purchasing Program has followed the Contract Terms and Conditions for this procurement. Bidders that become awarded vendors are governed by their manufacturer agreements and the Contract Terms and Conditions.

Contract pricing will be extended and guaranteed to the Florida Sheriffs Association, any unit of local government, political subdivision or agency of the State of Florida, or to other entities approved by manufacturers to buy from this contract, which can include out-of-state sales. Vendors that wish to extend contract pricing to entities other than those defined here are governed by their manufacturer's agreement. All purchasers are bound by state law, local ordinances, rules, and regulations for purchases made under this contract.



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FSA23-EQU21.0: Equipment

Contract Renewal

October 1, 2025, through September 30, 2026

The Terms and Conditions of this contract allow for modification via contract amendment as provided for in Section 1.23. The effective dates of the contract term for FSA23-EQU21.0 are October 1, 2023, through September 30, 2025. Per Contract Terms and Conditions, Section 3.05, the contract may be renewed by mutual agreement, initiated at the discretion of the FSA (Florida Sheriffs Association), for up to two additional one-year terms on a year-to-year basis. The Florida Sheriffs Association Cooperative Purchasing Program seeks to renew FSA23-EQU21.0 for a one-year term. The contract term will extend from October 1, 2025, through September 30, 2026.

Please sign and return this contract renewal acknowledgment prior to May 31, 2025.

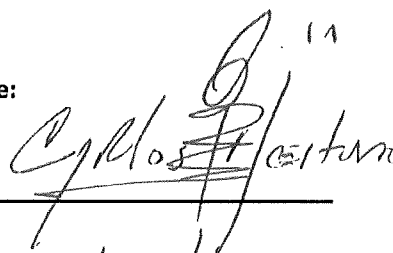
Any vendor not in agreement may opt out of the extra contract term before September 30, 2025.

For questions regarding this contract extension, please email Sarrah Carroll at scarroll@flsheriffs.org.

Name of Authorized Agent (Please Print):

Carlos Aceituno, Director of Engineering

Signature:



Awarded Vendor Company Name:

ACF Standby System LLC

Date:

3/15/2025



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FSA23-EQU21.0: Equipment

Contract Renewal

October 1, 2025, through September 30, 2026

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Please sign and return this contract renewal acknowledgment prior to May 31, 2025.

Any vendor not in agreement may opt out of the extra contract term before September 30, 2025.

For questions regarding this contract extension, please email Sarrah Carroll at scarroll@flsheriffs.org.

Name of Authorized Agent (Please Print):

Marc Ivey

Signature:

Marc Ivey

Digitally signed by Marc Ivey
Date: 2025.05.01 18:00:24
-05'00'

Awarded Vendor Company Name:

Alamo Group Ag Americas LLC dba Bush Hog

Date:

5/1/2025



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FSA23-EQU21.0: Equipment

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Please sign and return this contract renewal acknowledgment prior to May 31, 2025.

Any vendor not in agreement may opt out of the extra contract term before September 30, 2025.

For questions regarding this contract extension, please email Sarrah Carroll at scarroll@flsheriffs.org.

Name of Authorized Agent (Please Print):

Marc Ivey

Signature:

Marc Ivey

Digitally signed by Marc Ivey
Date: 2025.05.01 18:01:10
-05'00'

Awarded Vendor Company Name:

Alamo Group Ag Americas LLC dba RhinoAg & Dixie Chopper

Date:

5/1/2025



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FSA23-EQU21.0: Equipment

Contract Renewal

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Please sign and return this contract renewal acknowledgment prior to May 31, 2025.

Any vendor not in agreement may opt out of the extra contract term before September 30, 2025.

For questions regarding this contract extension, please email Sarrah Carroll at scarroll@flsheriffs.org.

Name of Authorized Agent (Please Print):

Coryelle Smith

Signature:

Coryelle Smith

Awarded Vendor Company Name:

Alamo Group Texas LLC

Date:

5-28-25



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FSA23-EQU21.0: Equipment

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Please sign and return this contract renewal acknowledgment prior to May 31, 2025.

Any vendor not in agreement may opt out of the extra contract term before September 30, 2025.

For questions regarding this contract extension, please email Sarrah Carroll at scarroll@flsheriffs.org.

Name of Authorized Agent (Please Print):

Michael Crawford

Signature:

Michael Crawford

Awarded Vendor Company Name:

All Roads Kenworth, LLC

Date:

04/01/2025



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FSA23-EQU21.0: Equipment

Contract Renewal

October 1, 2025, through September 30, 2026

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Please sign and return this contract renewal acknowledgment prior to May 31, 2025.

Any vendor not in agreement may opt out of the extra contract term before September 30, 2025.

For questions regarding this contract extension, please email Sarrah Carroll at scarroll@flsheriffs.org.

Name of Authorized Agent (Please Print):

Michael Werksman

Signature:



Awarded Vendor Company Name:

All Traffic Solutions, Inc.

Date:

3/26/2025



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FSA23-EQU21.0: Equipment

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Please sign and return this contract renewal acknowledgment prior to May 31, 2025.

Any vendor not in agreement may opt out of the extra contract term before September 30, 2025.

For questions regarding this contract extension, please email Sarrah Carroll at scarroll@flsheriffs.org.

Name of Authorized Agent (Please Print):

Kevin T. Gray

Signature:

Kevin T. Gray

Awarded Vendor Company Name:

Alta Construction Equipment Florida

Date:

9/26/2025



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FSA23-EQU21.0: Equipment

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Please sign and return this contract renewal acknowledgment prior to May 31, 2025.

Any vendor not in agreement may opt out of the extra contract term before September 30, 2025.

For questions regarding this contract extension, please email Sarrah Carroll at scarroll@flsheriffs.org.

Name of Authorized Agent (Please Print):

Signature:

Phillip Woerner

Phillip Woerner

Awarded Vendor Company Name:

Date:

Ameri-Recreational Sports
ARS Power Sports

5/23/2025



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FSA23-EQU21.0: Equipment

Contract Renewal

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Please sign and return this contract renewal acknowledgment prior to May 31, 2025.

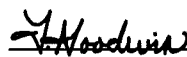
Any vendor not in agreement may opt out of the extra contract term before September 30, 2025.

For questions regarding this contract extension, please email Sarrah Carroll at scarroll@flsheriffs.org.

Name of Authorized Agent (Please Print):

Tekla Goodwin

Signature:



Awarded Vendor Company Name:

ARI Phoenix, Inc.

Date:

3/9/2025



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FSA23-EQU21.0: Equipment

Contract Renewal

October 1, 2025, through September 30, 2026

The Terms and Conditions of this contract allow for modification via contract amendment as provided for in Section 1.23. The effective dates of the contract term for FSA23-EQU21.0 are October 1, 2023, through September 30, 2025. Per Contract Terms and Conditions, Section 3.05, the contract may be renewed by mutual agreement, initiated at the discretion of the FSA (Florida Sheriffs Association), for up to two additional one-year terms on a year-to-year basis. The Florida Sheriffs Association Cooperative Purchasing Program seeks to renew FSA23-EQU21.0 for a one-year term. The contract term will extend from October 1, 2025, through September 30, 2026.

Please sign and return this contract renewal acknowledgment prior to May 31, 2025.

Any vendor not in agreement may opt out of the extra contract term before September 30, 2025.

For questions regarding this contract extension, please email Sarrah Carroll at scarroll@flsheriffs.org.

Name of Authorized Agent (Please Print):

Timothy B. Ward

Signature:

Awarded Vendor Company Name:

ATMAX Equipment Co.

Date:

5/7/2025



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FLORIDA SHERIFFS ASSOCIATION

2617 Mahan Drive
Tallahassee, Florida 32308

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flsheriffs.org    

FSA23-EQU21.0: Equipment

Contract Renewal

October 1, 2025, through September 30, 2026

The Terms and Conditions of this contract allow for modification via contract amendment as provided for in Section 1.23. The effective dates of the contract term for FSA23-EQU21.0 are October 1, 2023, through September 30, 2025. Per Contract Terms and Conditions, Section 3.05, the contract may be renewed by mutual agreement, initiated at the discretion of the FSA (Florida Sheriffs Association), for up to two additional one-year terms on a year-to-year basis. The Florida Sheriffs Association Cooperative Purchasing Program seeks to renew FSA23-EQU21.0 for a one-year term. The contract term will extend from October 1, 2025, through September 30, 2026.

Please sign and return this contract renewal acknowledgment prior to May 31, 2025.

Any vendor not in agreement may opt out of the extra contract term before September 30, 2025.

For questions regarding this contract extension, please email Sarrah Carroll at scarroll@flsheriffs.org.

Name of Authorized Agent (Please Print):

Adam Stegeman

Signature:

Adam Stegeman

Awarded Vendor Company Name:

Case Power & Equipment of Florida

Date:

03/07/2025



PROTECTING, LEADING & UNITING SINCE 1893

FLORIDA SHERIFFS ASSOCIATION

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FSA23-EQU21.0: Equipment

Contract Renewal

October 1, 2025, through September 30, 2026

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Please sign and return this contract renewal acknowledgment prior to May 31, 2025.

Any vendor not in agreement may opt out of the extra contract term before September 30, 2025.

For questions regarding this contract extension, please email Sarrah Carroll at scarroll@flsheriffs.org.

Name of Authorized Agent (Please Print):

Signature:

Bill Young

Bill Young

Awarded Vendor Company Name:

Date:

CONTAINER SYSTEMS & EQUIP CO., INC. 6-5-25



PROTECTING, LEADING & UNITING SINCE 1893

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FSA23-EQU21.0: Equipment

Contract Renewal

October 1, 2025, through September 30, 2026

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Please sign and return this contract renewal acknowledgment prior to May 31, 2025.

Any vendor not in agreement may opt out of the extra contract term before September 30, 2025.

For questions regarding this contract extension, please email Sarrah Carroll at scarroll@flsheriffs.org.

Name of Authorized Agent (Please Print):

Stacia M. Carter

Signature:

Stacia Carter

Awarded Vendor Company Name:

Crimson Technology Products LLC

Date:

April 4, 2025



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FSA23-EQU21.0: Equipment

Contract Renewal

October 1, 2025, through September 30, 2026

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Please sign and return this contract renewal acknowledgment prior to May 31, 2025.

Any vendor not in agreement may opt out of the extra contract term before September 30, 2025.

For questions regarding this contract extension, please email Sarrah Carroll at scarroll@flsheriffs.org.

Name of Authorized Agent (Please Print):

SCOTT BRADLEY

Signature:

[Handwritten Signature]

Awarded Vendor Company Name:

CRYSTAL TRACTOR & EQUIPMENT

Date:

21 MAY 2025



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FSA23-EQU21.0: Equipment

Contract Renewal

October 1, 2025, through September 30, 2026

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Any vendor not in agreement may opt out of the extra contract term before September 30, 2025.

For questions regarding this contract extension, please email Sarrah Carroll at scarroll@flsheriffs.org.

Name of Authorized Agent (Please Print):

Tim Kern

Signature:

Tim Kern

Awarded Vendor Company Name:

Dobbs Equipment

Date:

05/21/2025



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FSA23-EQU21.0: Equipment

Contract Renewal

October 1, 2025, through September 30, 2026

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Any vendor not in agreement may opt out of the extra contract term before September 30, 2025.

For questions regarding this contract extension, please email Sarrah Carroll at scarroll@flsheriffs.org.

Name of Authorized Agent (Please Print):

Kristie Willett

Signature:

Awarded Vendor Company Name:

Doosan Bobcat North America, Inc.

Date:

5/21/2025



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FSA23-EQU21.0: Equipment

Contract Renewal

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Any vendor not in agreement may opt out of the extra contract term before September 30, 2025.

For questions regarding this contract extension, please email Sarrah Carroll at scarroll@flsheriffs.org.

Name of Authorized Agent (Please Print):

Steve Rice

Signature:

[Handwritten Signature]

Awarded Vendor Company Name:

Duke Equipment

Date:

05-07-2025



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FSA23-EQU21.0: Equipment

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Any vendor not in agreement may opt out of the extra contract term before September 30, 2025.

For questions regarding this contract extension, please email Sarrah Carroll at scarroll@flsheriffs.org.

Name of Authorized Agent (Please Print):

Signature:

Clint Vaughn

[Signature]

Awarded Vendor Company Name:

Date:

EFE Inc. dba
Everado Equipment Group

08/19/2025



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FSA23-EQU21.0: Equipment

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Any vendor not in agreement may opt out of the extra contract term before September 30, 2025.

For questions regarding this contract extension, please email Sarrah Carroll at scarroll@flsheriffs.org.

Name of Authorized Agent (Please Print):

Christopher M. Haase

Signature:



Awarded Vendor Company Name:

Environmental Products Group, Inc.

Date:

5/28/25



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FSA23-EQU21.0: Equipment

Contract Renewal

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Any vendor not in agreement may opt out of the extra contract term before September 30, 2025.

For questions regarding this contract extension, please email Sarrah Carroll at scarroll@flsheriffs.org.

Name of Authorized Agent (Please Print):

Austen Everett

Signature:

Awarded Vendor Company Name:

Evervac Equipment

Date:

May 28, 2025



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FSA23-EQU21.0: Equipment

Contract Renewal

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For questions regarding this contract extension, please email Sarrah Carroll at scarroll@flsheriffs.org.

Name of Authorized Agent (Please Print):

Signature:

Linda Rose Danial

Linda Rose Danial

Awarded Vendor Company Name:

Date:

Federal Contracts LLC DBA Federal
Contracts Company
(formerly Federal Contracts Corp)

05/22/2025



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FSA23-EQU21.0: Equipment

Contract Renewal

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Any vendor not in agreement may opt out of the extra contract term before September 30, 2025.

For questions regarding this contract extension, please email Sarrah Carroll at scarroll@flsheriffs.org.

Name of Authorized Agent (Please Print):

Matthew L. Palmer

Signature:

Matthew L. Palmer

Awarded Vendor Company Name:

Genset Services, Inc.

Date:

5/27/25



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FSA23-EQU21.0: Equipment

Contract Renewal

October 1, 2025, through September 30, 2026

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For questions regarding this contract extension, please email Sarrah Carroll at scarroll@flsheriffs.org.

Name of Authorized Agent (Please Print):

Cody Miller

Signature:

Cody Miller

Awarded Vendor Company Name:

Glade & Grove Supply Co.

Date:

5/6/25



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FSA23-EQU21.0: Equipment

Contract Renewal

October 1, 2025, through September 30, 2026

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Any vendor not in agreement may opt out of the extra contract term before September 30, 2025.

For questions regarding this contract extension, please email Sarrah Carroll at scarroll@flsheriffs.org.

Name of Authorized Agent (Please Print):

Signature:

RAYMOND FERWERDA JR.

RKF

Awarded Vendor Company Name:

Date:

GREAT SOUTHERN EQUIPMENT LLC

5/29/25

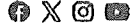


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FSA23-EQU21.0: Equipment

Contract Renewal

October 1, 2025, through September 30, 2026

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Any vendor not in agreement may opt out of the extra contract term before September 30, 2025.

For questions regarding this contract extension, please email Sarrah Carroll at scarroll@flsheriffs.org.

Name of Authorized Agent (Please Print):

Signature:

Keaton Heller

Keat Heller

Awarded Vendor Company Name:

Date:

Hydra Service (S), Inc.

3/10/2025



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FSA23-EQU21.0: Equipment

Contract Renewal

October 1, 2025, through September 30, 2026

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Any vendor not in agreement may opt out of the extra contract term before September 30, 2025.

For questions regarding this contract extension, please email Sarrah Carroll at scarroll@flsheriffs.org.

Name of Authorized Agent (Please Print):

Hilary Hodge

Signature:

Awarded Vendor Company Name:

Jet-Vac Equipment Company, LLC

Date:

05/08/2025



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FSA23-EQU21.0: Equipment

Contract Renewal

October 1, 2025, through September 30, 2026

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For questions regarding this contract extension, please email Sarrah Carroll at scarroll@flsheriffs.org.

Name of Authorized Agent (Please Print):

Signature:

Maria Jose Ahearn CFO

Maria Jose Ahearn

Awarded Vendor Company Name:

Date:

Jobbers Equipment Warehouse
Inc

05-29-2025



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FSA23-EQU21.0: Equipment

Contract Renewal

October 1, 2025, through September 30, 2026

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Any vendor not in agreement may opt out of the extra contract term before September 30, 2025.

For questions regarding this contract extension, please email Sarrah Carroll at scarroll@flsheriffs.org.

Name of Authorized Agent (Please Print):

Greg Bennett

Signature:

[Handwritten Signature]

Awarded Vendor Company Name:

Kelly Tractor Co

Date:

3/18/2025



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FSA23-EQU21.0: Equipment

Contract Renewal

October 1, 2025, through September 30, 2026

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Please sign and return this contract renewal acknowledgment prior to May 31, 2025.

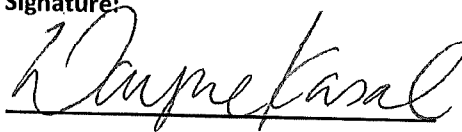
Any vendor not in agreement may opt out of the extra contract term before September 30, 2025.

For questions regarding this contract extension, please email Sarrah Carroll at scarroll@flsheriffs.org.

Name of Authorized Agent (Please Print):

Wayne Kasal, Account Manager

Signature:



Awarded Vendor Company Name:

K&K Systems, Inc.

Date:

3/14/2025



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FSA23-EQU21.0: Equipment

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For questions regarding this contract extension, please email Sarrah Carroll at scarroll@flsheriffs.org.

Name of Authorized Agent (Please Print):

Lance Boucher

Signature:

[Signature]

Awarded Vendor Company Name:

LINDER Machinery

Date:

7-7-25



PROTECTING, LEADING & UNITING SINCE 1893

FLORIDA SHERIFFS ASSOCIATION

2617 Mahan Drive
Tallahassee, Florida 32308

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FSA23-EQU21.0: Equipment

Contract Renewal

October 1, 2025, through September 30, 2026

The Terms and Conditions of this contract allow for modification via contract amendment as provided for in Section 1.23. The effective dates of the contract term for FSA23-EQU21.0 are October 1, 2023, through September 30, 2025. Per Contract Terms and Conditions, Section 3.05, the contract may be renewed by mutual agreement, initiated at the discretion of the FSA (Florida Sheriffs Association), for up to two additional one-year terms on a year-to-year basis. The Florida Sheriffs Association Cooperative Purchasing Program seeks to renew FSA23-EQU21.0 for a one-year term. The contract term will extend from October 1, 2025, through September 30, 2026.

Please sign and return this contract renewal acknowledgment prior to May 31, 2025.

Any vendor not in agreement may opt out of the extra contract term before September 30, 2025.

For questions regarding this contract extension, please email Sarrah Carroll at scarroll@flsheriffs.org.

Name of Authorized Agent (Please Print):

Signature:

ED GURRY



Awarded Vendor Company Name:

Date:

LOVE POWER EQUIPMENT, INC.

5/21/25



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FSA23-EQU21.0: Equipment

Contract Renewal

October 1, 2025, through September 30, 2026

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Please sign and return this contract renewal acknowledgment prior to May 31, 2025.

Any vendor not in agreement may opt out of the extra contract term before September 30, 2025.

For questions regarding this contract extension, please email Sarrah Carroll at scarroll@flsheriffs.org.

Name of Authorized Agent (Please Print):

Signature:

Casey McKibben

Casey McKibben

Awarded Vendor Company Name:

Date:

McKibben Powersports inc

3/25/2025



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FSA23-EQU21.0: Equipment

Contract Renewal

October 1, 2025, through September 30, 2026

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Please sign and return this contract renewal acknowledgment prior to May 31, 2025.

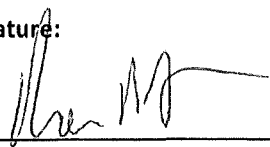
Any vendor not in agreement may opt out of the extra contract term before September 30, 2025.

For questions regarding this contract extension, please email Sarrah Carroll at scarroll@flsheriffs.org.

Name of Authorized Agent (Please Print):

Robin D. Stow, VP Sales and Marketing

Signature:



Awarded Vendor Company Name:

Mersino Dewatering, LLC

Date:

May 30, 2025



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FSA23-EQU21.0: Equipment

Contract Renewal

October 1, 2025, through September 30, 2026

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Please sign and return this contract renewal acknowledgment prior to May 31, 2025.

Any vendor not in agreement may opt out of the extra contract term before September 30, 2025.

For questions regarding this contract extension, please email Sarrah Carroll at scarroll@flsheriffs.org.

Name of Authorized Agent (Please Print):

E. Alan McCoy

Signature:

E. Alan McCoy

Awarded Vendor Company Name:

Mid-Florida Diesel, Inc

Date:

4/9/2025



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FSA23-EQU21.0: Equipment

Contract Renewal

October 1, 2025, through September 30, 2026

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Please sign and return this contract renewal acknowledgment prior to May 31, 2025.

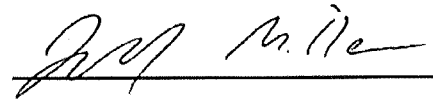
Any vendor not in agreement may opt out of the extra contract term before September 30, 2025.

For questions regarding this contract extension, please email Sarrah Carroll at scarroll@flsheriffs.org.

Name of Authorized Agent (Please Print):

Jeff Miller

Signature:



Awarded Vendor Company Name:

Miller-Heiman Holdings LLC
dba

Date:

3/11/25

Green Thumb Palm Beach



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FLORIDA SHERIFFS ASSOCIATION

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FSA23-EQU21.0: Equipment

Contract Renewal

October 1, 2025, through September 30, 2026

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Please sign and return this contract renewal acknowledgment prior to May 31, 2025.

Any vendor not in agreement may opt out of the extra contract term before September 30, 2025.

For questions regarding this contract extension, please email Sarrah Carroll at scarroll@flsheriffs.org.

Name of Authorized Agent (Please Print):

Brandon Dayvault

Signature:

Brandon Dayvault

Awarded Vendor Company Name:

National Equipment Dealers, LLC

Date:

3/10/25



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FSA23-EQU21.0: Equipment

Contract Renewal

October 1, 2025, through September 30, 2026

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Please sign and return this contract renewal acknowledgment prior to May 31, 2025.

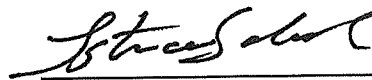
Any vendor not in agreement may opt out of the extra contract term before September 30, 2025.

For questions regarding this contract extension, please email Sarrah Carroll at scarroll@flsheriffs.org.

Name of Authorized Agent (Please Print):

Signature:

ISTVAN GERLACH



Awarded Vendor Company Name:

Date:

NATIONAL LIFT TRUCK SERVICE, INC.

3-10-2025



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FSA23-EQU21.0: Equipment

Contract Renewal

October 1, 2025, through September 30, 2026

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Please sign and return this contract renewal acknowledgment prior to May 31, 2025.

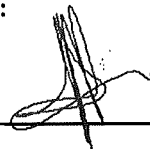
Any vendor not in agreement may opt out of the extra contract term before September 30, 2025.

For questions regarding this contract extension, please email Sarrah Carroll at scarroll@flsheriffs.org.

Name of Authorized Agent (Please Print):

Pablo M. Rodriguez

Signature:



Awarded Vendor Company Name:

Nationwide Haul LLC

Date:

March 7th, 2025



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FSA23-EQU21.0: Equipment

Contract Renewal

October 1, 2025, through September 30, 2026

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Please sign and return this contract renewal acknowledgment prior to May 31, 2025.

Any vendor not in agreement may opt out of the extra contract term before September 30, 2025.

For questions regarding this contract extension, please email Sarrah Carroll at scarroll@flsheriffs.org.

Name of Authorized Agent (Please Print):

Greg Bennett

Signature:

[Handwritten Signature]

Awarded Vendor Company Name:

Pantropic Power

Date:

5-21-2025



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FSA23-EQU21.0: Equipment

Contract Renewal

October 1, 2025, through September 30, 2026

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Please sign and return this contract renewal acknowledgment prior to May 31, 2025.

Any vendor not in agreement may opt out of the extra contract term before September 30, 2025.

For questions regarding this contract extension, please email Sarrah Carroll at scarroll@flsheriffs.org.

Name of Authorized Agent (Please Print):

Signature:

Javier Fernandez

Javier Fernandez

Awarded Vendor Company Name:

Date:

Pat's Pump & Blower LLC

5/21/25



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FSA23-EQU21.0: Equipment

Contract Renewal

October 1, 2025, through September 30, 2026

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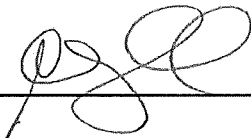
Any vendor not in agreement may opt out of the extra contract term before September 30, 2025.

For questions regarding this contract extension, please email Sarrah Carroll at scarroll@flsheriffs.org.

Name of Authorized Agent (Please Print):

Carlos Currlin

Signature:



Awarded Vendor Company Name:

Reckten International Trucks, Inc.

Date:

3/10/2025



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FLORIDA SHERIFFS ASSOCIATION

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FSA23-EQU21.0: Equipment

Contract Renewal

October 1, 2025, through September 30, 2026

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Please sign and return this contract renewal acknowledgment prior to May 31, 2025.

Any vendor not in agreement may opt out of the extra contract term before September 30, 2025.

For questions regarding this contract extension, please email Sarrah Carroll at scarroll@flsheriffs.org.

Name of Authorized Agent (Please Print):

Tommy Williams

Signature:

[Handwritten Signature]

Awarded Vendor Company Name:

Right Trailers, Inc.

Date:

5/22/2025



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FSA23-EQU21.0: Equipment

Contract Renewal

October 1, 2025, through September 30, 2026

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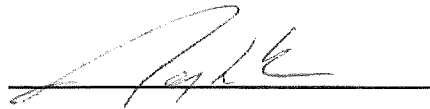
Any vendor not in agreement may opt out of the extra contract term before September 30, 2025.

For questions regarding this contract extension, please email Sarrah Carroll at scarroll@flsheriffs.org.

Name of Authorized Agent (Please Print):

Jay Lusk, VP/Asst. Gov. Sales Manager

Signature:



Awarded Vendor Company Name:

Ring Power Corporation

Date:

03/10/2025



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FSA23-EQU21.0: Equipment

Contract Renewal

October 1, 2025, through September 30, 2026

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Please sign and return this contract renewal acknowledgment prior to May 31, 2025.

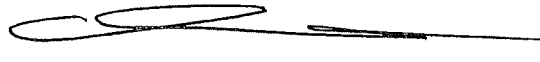
Any vendor not in agreement may opt out of the extra contract term before September 30, 2025.

For questions regarding this contract extension, please email Sarrah Carroll at scarroll@flsheriffs.org.

Name of Authorized Agent (Please Print):

Signature:

Drew Denmon



Awarded Vendor Company Name:
SSES, Inc. d/b/a Southern Sewer
Equipment Sales

Date:

June 2, 2025



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FLORIDA SHERIFFS ASSOCIATION

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FSA23-EQU21.0: Equipment

Contract Renewal

October 1, 2025, through September 30, 2026

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Any vendor not in agreement may opt out of the extra contract term before September 30, 2025.

For questions regarding this contract extension, please email Sarrah Carroll at scarroll@flsheriffs.org.

Name of Authorized Agent (Please Print):

Signature:

Shane Polson

[Signature]

Awarded Vendor Company Name:

Date:

DBA Southern States Material Handling
Southern States Toyota Lift

5-5-2025



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FSA23-EQU21.0: Equipment

Contract Renewal

October 1, 2025, through September 30, 2026

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Please sign and return this contract renewal acknowledgment prior to May 31, 2025.

Any vendor not in agreement may opt out of the extra contract term before September 30, 2025.

For questions regarding this contract extension, please email Sarrah Carroll at scarroll@flsheriffs.org.

Name of Authorized Agent (Please Print):

David Metcalf

Signature:



Awarded Vendor Company Name:

Sun State International Trucks, LLC

Date:

3/18/2025



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FLORIDA SHERIFFS ASSOCIATION

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FSA23-EQU21.0: Equipment

Contract Renewal

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Please sign and return this contract renewal acknowledgment prior to May 31, 2025.

Any vendor not in agreement may opt out of the extra contract term before September 30, 2025.

For questions regarding this contract extension, please email Sarrah Carroll at scarroll@flsheriffs.org.

Name of Authorized Agent (Please Print):

Signature:

Don Quillen

[Signature]

Awarded Vendor Company Name:

Date:

Tampa Crane & Body Acquisition LLC

5/30/25



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FSA23-EQU21.0: Equipment

Contract Renewal

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Please sign and return this contract renewal acknowledgment prior to May 31, 2025.

Any vendor not in agreement may opt out of the extra contract term before September 30, 2025.

For questions regarding this contract extension, please email Sarrah Carroll at scarroll@flsheriffs.org.

Name of Authorized Agent (Please Print):

Todd Johnston

Signature:

Todd Johnston

Awarded Vendor Company Name:

Taylor Power Systems, Inc

Date:

May 21, 2025



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FSA23-EQU21.0: Equipment

Contract Renewal

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Please sign and return this contract renewal acknowledgment prior to May 31, 2025.

Any vendor not in agreement may opt out of the extra contract term before September 30, 2025.

For questions regarding this contract extension, please email Sarrah Carroll at scarroll@flsheriffs.org.

Name of Authorized Agent (Please Print):

Rick Croft

Signature:

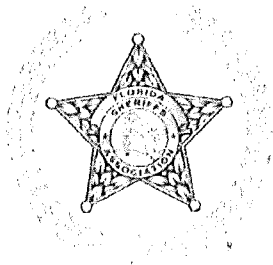


Awarded Vendor Company Name:

Texas Trailers Sales & Service

Date:

5/31/2025



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Tallahassee, Florida 32302

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FSA23-EQU21.0: Equipment

Contract Renewal

October 1, 2025, through September 30, 2026

The Terms and Conditions of this contract allow for modification via contract amendment as provided for in Section 1.23. The effective dates of the contract term for FSA23-EQU21.0 are October 1, 2023, through September 30, 2025. Per Contract Terms and Conditions, Section 3.05, the contract may be renewed by mutual agreement, initiated at the discretion of the FSA (Florida Sheriffs Association), for up to two additional one-year terms on a year-to-year basis. The Florida Sheriffs Association Cooperative Purchasing Program seeks to renew FSA23-EQU21.0 for a one-year term. The contract term will extend from October 1, 2025, through September 30, 2026.

Please sign and return this contract renewal acknowledgment prior to May 31, 2025.

Any vendor not in agreement may opt out of the extra contract term before September 30, 2025.

For questions regarding this contract extension, please email Sarrah Carroll at sarrah@flsheriffs.org.

Name of Authorized Agent (Please Print):

STAN STONEMAN

Signature:

[Handwritten Signature]

Awarded Vendor Company Name:

TEXAS UNDERGROUND, INC.

Date:

3-10-2025

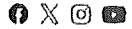


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FSA23-EQU21.0: Equipment

Contract Renewal

October 1, 2025, through September 30, 2026

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Please sign and return this contract renewal acknowledgment prior to May 31, 2025.

Any vendor not in agreement may opt out of the extra contract term before September 30, 2025.

For questions regarding this contract extension, please email Sarrah Carroll at scarroll@flsheriffs.org.

Name of Authorized Agent (Please Print):

Signature:

David Perry

[Signature]

Awarded Vendor Company Name:

Date:

Thompson Pump and Manufacturing
Company, Inc.

3-25-25



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FSA23-EQU21.0: Equipment

Contract Renewal

October 1, 2025, through September 30, 2026

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Please sign and return this contract renewal acknowledgment prior to May 31, 2025.

Any vendor not in agreement may opt out of the extra contract term before September 30, 2025.

For questions regarding this contract extension, please email Sarrah Carroll at scarroll@flsheriffs.org.

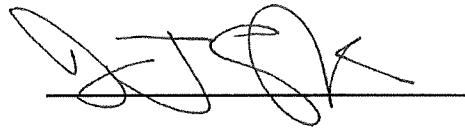
Name of Authorized Agent (Please Print):

Dennis Szczepanek

Awarded Vendor Company Name:

Tom Evans Environmental, Inc.

Signature:



Date:

5/27/2025



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FSA23-EQU21.0: Equipment

Contract Renewal

October 1, 2025, through September 30, 2026

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Please sign and return this contract renewal acknowledgment prior to May 31, 2025.

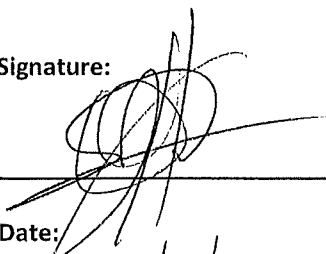
Any vendor not in agreement may opt out of the extra contract term before September 30, 2025.

For questions regarding this contract extension, please email Sarrah Carroll at scarroll@flsheriffs.org.

Name of Authorized Agent (Please Print):

Juan A. Monreal

Signature:



Awarded Vendor Company Name:

TRIMZ WINDS POWER CORP

Date:

03/11/2025



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FSA23-EQU21.0: Equipment

Contract Renewal

October 1, 2025, through September 30, 2026

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Please sign and return this contract renewal acknowledgment prior to May 31, 2025.

Any vendor not in agreement may opt out of the extra contract term before September 30, 2025.

For questions regarding this contract extension, please email Sarrah Carroll at scarroll@flsheriffs.org.

Name of Authorized Agent (Please Print):

Dan Rockefeller

Signature:

Dan Rockefeller

Awarded Vendor Company Name:

Vermeer Southeast

Date:

5/28/25



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FSA23-EQU21.0: Equipment

Contract Renewal

October 1, 2025, through September 30, 2026

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Please sign and return this contract renewal acknowledgment prior to May 31, 2025.

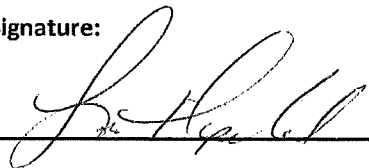
Any vendor not in agreement may opt out of the extra contract term before September 30, 2025.

For questions regarding this contract extension, please email Sarrah Carroll at scarroll@flsheriffs.org.

Name of Authorized Agent (Please Print):

Lori Hipskind

Signature:



Awarded Vendor Company Name:

Vetted Security Solutions

Date:

May 27, 2025



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FSA23-EQU21.0: Equipment

Contract Renewal

October 1, 2025, through September 30, 2026

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Please sign and return this contract renewal acknowledgment prior to May 31, 2025.

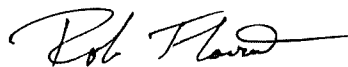
Any vendor not in agreement may opt out of the extra contract term before September 30, 2025.

For questions regarding this contract extension, please email Sarrah Carroll at scarroll@flsheriffs.org.

Name of Authorized Agent (Please Print):

Robert Flavin

Signature:



Awarded Vendor Company Name:

Warren Equipment Inc

Date:

5/21/25



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FSA23-EQU21.0: Equipment

Contract Renewal

October 1, 2025, through September 30, 2026

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Please sign and return this contract renewal acknowledgment prior to May 31, 2025.

Any vendor not in agreement may opt out of the extra contract term before September 30, 2025.

For questions regarding this contract extension, please email Sarrah Carroll at scarroll@flsheriffs.org.

Name of Authorized Agent (Please Print):

ARTURO GARCIA

Signature:



Awarded Vendor Company Name:

WASTEWATER SOLUTIONS, LLC

Date:

03/10/2025



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FSA23-EQU21.0: Equipment

Contract Renewal

October 1, 2025, through September 30, 2026

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Please sign and return this contract renewal acknowledgment prior to May 31, 2025.

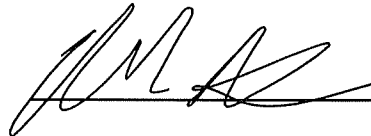
Any vendor not in agreement may opt out of the extra contract term before September 30, 2025.

For questions regarding this contract extension, please email Sarrah Carroll at scarroll@flsheriffs.org.

Name of Authorized Agent (Please Print):

Charles Maltby

Signature:



Awarded Vendor Company Name:

Xylem Dewatering Solutions, Inc.

Date:

05/22/2025

FSA Cooperative Purchasing Program



FSA23-EQU21.1: Addition of Repair and Replacement Parts



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Contract Amendment FSA23-EQU21.0: Equipment Addition of Repair and Replacement Parts

The Terms and Conditions of this Contract allow for modification via contract amendment as provided for in Section 1.23. Per Contract Terms and Conditions, Section 3.04, the FSA CPP reserves the right to add or delete any items from the contract when deemed to be in the best interest of FSA and purchasers, at its discretion.

FSA is amending the original contract to add a new section to Section 3.0 – General Conditions:

3.26 – REPAIR AND REPLACEMENT PARTS

FSA authorizes awarded vendors to sell repair and replacement parts. Parts and components pricing must include the administrative fee. If a vendor wishes to offer parts under this contract, the vendor must provide a price list to FSA and offer a discount below MSRP or list price for parts and components.

Vendors may provide pricing by submitting a parts pricing sheet to cpp@flsheriffs.org. Vendors are encouraged, but not required to use the template.

Items listed below are required for the submission of the pricing sheet:

- *Description*
- *MSRP or List Price discount percentage*
- *Exceptions to discount provided*
- *Quantity discounts*

Please sign and return this Contract Amendment along with a completed pricing sheet. Awarded vendors who do not respond will not be authorized to sell parts until FSA CPP receives a completed Contract Amendment Acknowledgement and a parts pricing sheet.

For questions regarding this contract amendment, please email Hugh Oliver at holiver@flsheriffs.org.

☒ Yes, we wish to offer parts. Please see our completed pricing sheet.

☐ No, we do not wish to offer parts.

Name of Authorized Agent (Please Print):

Jeff Miller

Signature:

Jeff Miller

Awarded Vendor Company Name:

Green Thumb Palm Beach

Date:

1/21/25

For questions regarding this contract amendment, please email Hugh Oliver at holiver@flsheriffs.org.

☒ Yes, we wish to offer parts. Please see our completed pricing sheet.

☐ No, we do not wish to offer parts.

Name of Authorized Agent (Please Print):

JEFF BEARD

Signature:

[Handwritten Signature]

Awarded Vendor Company Name:

TRADEWINDS Power Corp

Date:

4/14/2025

FSA Cooperative Purchasing Program



FSA23-EQU21.1: Equipment Final Award Report

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: All Terrain & Utility Vehicles: All Terrain Vehicles (Quad)

Item: 1, CanAm, Outlander, 500

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Ameri-Recreational Sports, LLC	\$7,200.00	Build	Options
Northern	Primary	Ameri-Recreational Sports, LLC	\$7,000.00	Build	Options
Central	Primary	Ameri-Recreational Sports, LLC	\$6,800.00	Build	Options
Southern	Primary	Ameri-Recreational Sports, LLC	\$6,800.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: All Terrain & Utility Vehicles: All Terrain Vehicles (Quad)

Item: 2, Honda, Rubicon 520, TRX520FA5-R

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Love Power Equipment, Inc	\$10,419.00	Build	Options
	Alternate	McKibben Powersports, Inc	\$10,880.00	Build	Options
Northern	Primary	Love Power Equipment, Inc	\$10,419.00	Build	Options
	Alternate	McKibben Powersports, Inc	\$10,680.00	Build	Options
Central	Primary	Love Power Equipment, Inc	\$10,019.00	Build	Options
	Alternate	McKibben Powersports, Inc	\$10,280.00	Build	Options
Southern	Primary	McKibben Powersports, Inc	\$10,280.00	Build	Options
	Alternate	Love Power Equipment, Inc	\$10,419.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: All Terrain & Utility Vehicles: All Terrain Vehicles (Quad)

Item: 3, Polaris, Sportsman 570 EFI, A24SEA57A1

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Ameri-Recreational Sports, LLC	\$8,100.00	Build	Options
	Alternate	McKibben Powersports, Inc	\$8,160.00	Build	Options
	Alternate	Love Power Equipment, Inc	\$8,300.00	Build	Options
Northern	Primary	McKibben Powersports, Inc	\$7,760.00	Build	Options
	Alternate	Ameri-Recreational Sports, LLC	\$7,900.00	Build	Options
	Alternate	Love Power Equipment, Inc	\$7,999.00	Build	Options
Central	Primary	McKibben Powersports, Inc	\$7,460.00	Build	Options
	Alternate	Ameri-Recreational Sports, LLC	\$7,700.00	Build	Options
	Alternate	Love Power Equipment, Inc	\$7,999.00	Build	Options
Southern	Primary	McKibben Powersports, Inc	\$7,460.00	Build	Options
	Alternate	Ameri-Recreational Sports, LLC	\$7,700.00	Build	Options
	Alternate	Love Power Equipment, Inc	\$8,300.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: All Terrain & Utility Vehicles: All Terrain Vehicles (Quad)

Item: 4, Suzuki, KingQuad 400 ASI, LT-A400FM3

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	McKibben Powersports, Inc	\$6,930.00	Build	Options
	Alternate	Love Power Equipment, Inc	\$7,100.00	Build	Options
Northern	Primary	McKibben Powersports, Inc	\$6,630.00	Build	Options
	Alternate	Love Power Equipment, Inc	\$7,100.00	Build	Options
Central	Primary	McKibben Powersports, Inc	\$6,330.00	Build	Options
	Alternate	Love Power Equipment, Inc	\$6,900.00	Build	Options
Southern	Primary	McKibben Powersports, Inc	\$6,330.00	Build	Options
	Alternate	Love Power Equipment, Inc	\$7,100.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: All Terrain & Utility Vehicles: All Terrain Vehicles (Quad)

Item: 5, Yamaha, Kodiak 450, YFM45KDXPG

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Ameri-Recreational Sports, LLC	\$6,900.00	Build	Options
	Alternate	McKibben Powersports, Inc	\$7,230.00	Build	Options
Northern	Primary	Ameri-Recreational Sports, LLC	\$6,700.00	Build	Options
	Alternate	McKibben Powersports, Inc	\$6,930.00	Build	Options
Central	Primary	Ameri-Recreational Sports, LLC	\$6,500.00	Build	Options
	Alternate	McKibben Powersports, Inc	\$6,630.00	Build	Options
Southern	Primary	Ameri-Recreational Sports, LLC	\$6,500.00	Build	Options
	Alternate	McKibben Powersports, Inc	\$6,630.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: All Terrain & Utility Vehicles: All Terrain Vehicles (Quad)

Item: 6, Honda, RANCHER 420 ATV, RANCHER 420 ATV

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Love Power Equipment, Inc	\$6,919.00	Build	Options
	Alternate	McKibben Powersports, Inc	\$8,880.00	Build	Options
Northern	Primary	Love Power Equipment, Inc	\$6,919.00	Build	Options
	Alternate	McKibben Powersports, Inc	\$8,580.00	Build	Options
Central	Primary	Love Power Equipment, Inc	\$6,619.00	Build	Options
	Alternate	McKibben Powersports, Inc	\$8,280.00	Build	Options
Southern	Primary	Love Power Equipment, Inc	\$6,919.00	Build	Options
	Alternate	McKibben Powersports, Inc	\$8,280.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: All Terrain & Utility Vehicles: All Terrain Vehicles (Quad)

Item: 7, Polaris, SPORTSMAN 450 ATV, SPORTSMAN 450 ATV

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	McKibben Powersports, Inc	\$7,260.00	Build	Options
	Alternate	Ameri-Recreational Sports, LLC	\$7,288.00	Build	Options
	Alternate	Love Power Equipment, Inc	\$7,299.00	Build	Options
Northern	Primary	McKibben Powersports, Inc	\$6,960.00	Build	Options
	Alternate	Ameri-Recreational Sports, LLC	\$7,088.00	Build	Options
	Alternate	Love Power Equipment, Inc	\$7,299.00	Build	Options
Central	Primary	McKibben Powersports, Inc	\$6,660.00	Build	Options
	Alternate	Ameri-Recreational Sports, LLC	\$6,888.00	Build	Options
	Alternate	Love Power Equipment, Inc	\$6,999.00	Build	Options
Southern	Primary	McKibben Powersports, Inc	\$6,660.00	Build	Options
	Alternate	Ameri-Recreational Sports, LLC	\$6,888.00	Build	Options
	Alternate	Love Power Equipment, Inc	\$7,299.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: All Terrain & Utility Vehicles: All Terrain Vehicles (Quad)

Item: 8, Suzuki, KING QUAD 400 ATV, KING QUAD 400 ATV

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	McKibben Powersports, Inc	\$6,930.00	Build	Options
	Alternate	Love Power Equipment, Inc	\$7,100.00	Build	Options
Northern	Primary	McKibben Powersports, Inc	\$6,630.00	Build	Options
	Alternate	Love Power Equipment, Inc	\$7,100.00	Build	Options
Central	Primary	McKibben Powersports, Inc	\$6,330.00	Build	Options
	Alternate	Love Power Equipment, Inc	\$6,900.00	Build	Options
Southern	Primary	McKibben Powersports, Inc	\$6,330.00	Build	Options
	Alternate	Love Power Equipment, Inc	\$7,100.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: All Terrain & Utility Vehicles: Electric Utility Vehicles (Side-by-Side)

Item: 10, Columbia, Utilitruck, Utilitruck

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Texas Trailers Sales and Service	\$18,455.00	Build	Options
Northern	Primary	Texas Trailers Sales and Service	\$17,690.00	Build	Options
Central	Primary	Texas Trailers Sales and Service	\$17,970.00	Build	Options
Southern	Primary	Texas Trailers Sales and Service	\$18,520.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: All Terrain & Utility Vehicles: Electric Utility Vehicles (Side-by-Side)

Item: 11, Greenworks, CU400 Series, CU400W-HD

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Carswell Distributing Company	\$14,850.00	Build	Options
Northern	Primary	Carswell Distributing Company	\$14,850.00	Build	Options
Central	Primary	Carswell Distributing Company	\$14,850.00	Build	Options
Southern	Primary	Carswell Distributing Company	\$14,850.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: All Terrain & Utility Vehicles: Electric Utility Vehicles (Side-by-Side)

Item: 12, Greenworks, CU500 Series, CU500-SB

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Carswell Distributing Company	\$18,000.00	Build	Options
Northern	Primary	Carswell Distributing Company	\$18,000.00	Build	Options
Central	Primary	Carswell Distributing Company	\$18,000.00	Build	Options
Southern	Primary	Carswell Distributing Company	\$18,000.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: All Terrain & Utility Vehicles: Electric Utility Vehicles (Side-by-Side)

Item: 13, Greenworks, CU800 Series, CU800-SB

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Carswell Distributing Company	\$26,100.00	Build	Options
Northern	Primary	Carswell Distributing Company	\$26,100.00	Build	Options
Central	Primary	Carswell Distributing Company	\$26,100.00	Build	Options
Southern	Primary	Carswell Distributing Company	\$26,100.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: All Terrain & Utility Vehicles: Utility Vehicles (Side-by-Side)

Item: 14, Bobcat, UW56, UW56

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Doosan Bobcat North America dba Bobcat Company	\$66,076.00	Build	Options
Northern	Primary	Doosan Bobcat North America dba Bobcat Company	\$66,076.00	Build	Options
Central	Primary	Doosan Bobcat North America dba Bobcat Company	\$66,076.00	Build	Options
Southern	Primary	Doosan Bobcat North America dba Bobcat Company	\$66,076.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: All Terrain & Utility Vehicles: Utility Vehicles (Side-by-Side)

Item: 15, Bobcat, UV34, UV34

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Doosan Bobcat North America dba Bobcat Company	\$16,576.00	Build	Options
Northern	Primary	Doosan Bobcat North America dba Bobcat Company	\$16,576.00	Build	Options
Central	Primary	Doosan Bobcat North America dba Bobcat Company	\$16,576.00	Build	Options
Southern	Primary	Doosan Bobcat North America dba Bobcat Company	\$16,576.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: All Terrain & Utility Vehicles: Utility Vehicles (Side-by-Side)

Item: 16, CanAm, Defender, HD7

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Ameri-Recreational Sports, LLC	\$12,900.00	Build	Options
Northern	Primary	Ameri-Recreational Sports, LLC	\$12,700.00	Build	Options
Central	Primary	Ameri-Recreational Sports, LLC	\$12,500.00	Build	Options
Southern	Primary	Ameri-Recreational Sports, LLC	\$12,500.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: All Terrain & Utility Vehicles: Utility Vehicles (Side-by-Side)

Item: 19, Honda, Pioneer 700, SXS700M2M

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	McKibben Powersports, Inc	\$13,050.00	Build	Options
	Alternate	Love Power Equipment, Inc	\$13,600.00	Build	Options
Northern	Primary	McKibben Powersports, Inc	\$12,750.00	Build	Options
	Alternate	Love Power Equipment, Inc	\$13,600.00	Build	Options
Central	Primary	McKibben Powersports, Inc	\$12,450.00	Build	Options
	Alternate	Love Power Equipment, Inc	\$13,100.00	Build	Options
Southern	Primary	McKibben Powersports, Inc	\$12,450.00	Build	Options
	Alternate	Love Power Equipment, Inc	\$13,600.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: All Terrain & Utility Vehicles: Utility Vehicles (Side-by-Side)

Item: 20, John Deere, Gator, HPX615E

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western					
Northern					
Central	Primary	EFE, INC	\$14,081.00	Build	Options
Southern	Primary	EFE, INC	\$14,081.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: All Terrain & Utility Vehicles: Utility Vehicles (Side-by-Side)

Item: 21, Kawasaki, Mule 4x4, 4010

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	McKibben Powersports, Inc	\$12,100.00	Build	Options
	Alternate	Ameri-Recreational Sports, LLC	\$12,400.00	Build	Options
Northern	Primary	McKibben Powersports, Inc	\$11,800.00	Build	Options
	Alternate	Ameri-Recreational Sports, LLC	\$12,200.00	Build	Options
Central	Primary	McKibben Powersports, Inc	\$11,500.00	Build	Options
	Alternate	Ameri-Recreational Sports, LLC	\$12,000.00	Build	Options
Southern	Primary	McKibben Powersports, Inc	\$11,500.00	Build	Options
	Alternate	Ameri-Recreational Sports, LLC	\$12,000.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: All Terrain & Utility Vehicles: Utility Vehicles (Side-by-Side)

Item: 22, Kubota, Diesel, RTVX900

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Crystal Tractors, LLC	\$14,525.00	Build	Options
Northern	Primary	Crystal Tractors, LLC	\$14,025.00	Build	Options
	Alternate	Florida Coast Equipment, Inc.	\$14,296.00	Build	Options
Central	Primary	Crystal Tractors, LLC	\$14,025.00	Build	Options
	Alternate	Florida Coast Equipment, Inc.	\$14,296.00	Build	Options
Southern	Primary	Crystal Tractors, LLC	\$14,225.00	Build	Options
	Alternate	Florida Coast Equipment, Inc.	\$14,296.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: All Terrain & Utility Vehicles: Utility Vehicles (Side-by-Side)

Item: 23, Polaris, Ranger SP 570, R24MAA57B1

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Ameri-Recreational Sports, LLC	\$11,400.00	Build	Options
	Alternate	McKibben Powersports, Inc	\$11,800.00	Build	Options
	Alternate	Love Power Equipment, Inc	\$11,899.00	Build	Options
Northern	Primary	Ameri-Recreational Sports, LLC	\$11,220.00	Build	Options
	Alternate	McKibben Powersports, Inc	\$11,500.00	Build	Options
	Alternate	Love Power Equipment, Inc	\$11,899.00	Build	Options
Central	Primary	Ameri-Recreational Sports, LLC	\$11,000.00	Build	Options
	Alternate	McKibben Powersports, Inc	\$11,000.00	Build	Options
	Alternate	Love Power Equipment, Inc	\$11,699.00	Build	Options
Southern	Primary	Ameri-Recreational Sports, LLC	\$11,000.00	Build	Options
	Alternate	McKibben Powersports, Inc	\$11,000.00	Build	Options
	Alternate	Love Power Equipment, Inc	\$11,899.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: All Terrain & Utility Vehicles: Utility Vehicles (Side-by-Side)

Item: 24, Yamaha, Viking, YXM70BPAP

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Ameri-Recreational Sports, LLC	\$15,300.00	Build	Options
	Alternate	McKibben Powersports, Inc	\$15,400.00	Build	Options
Northern	Primary	Ameri-Recreational Sports, LLC	\$15,100.00	Build	Options
	Primary	McKibben Powersports, Inc	\$15,100.00	Build	Options
Central	Primary	McKibben Powersports, Inc	\$14,800.00	Build	Options
	Alternate	Ameri-Recreational Sports, LLC	\$14,900.00	Build	Options
Southern	Primary	McKibben Powersports, Inc	\$14,800.00	Build	Options
	Alternate	Ameri-Recreational Sports, LLC	\$14,900.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: All Terrain & Utility Vehicles: Utility Vehicles (Side-by-Side)

Item: 25, American Landmaster, TRAIL CRUISER, TRAIL CRUISER

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Love Power Equipment, Inc	\$8,300.00	Build	Options
Northern	Primary	Love Power Equipment, Inc	\$8,200.00	Build	Options
Central	Primary	Love Power Equipment, Inc	\$7,999.00	Build	Options
Southern	Primary	Love Power Equipment, Inc	\$8,200.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: All Terrain & Utility Vehicles: Utility Vehicles (Side-by-Side)

Item: 26, Honda, PIONEER 520, PIONEER 520

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Love Power Equipment, Inc	\$10,650.00	Build	Options
	Alternate	McKibben Powersports, Inc	\$11,050.00	Build	Options
Northern	Primary	Love Power Equipment, Inc	\$10,650.00	Build	Options
	Alternate	McKibben Powersports, Inc	\$10,750.00	Build	Options
Central	Primary	McKibben Powersports, Inc	\$10,450.00	Build	Options
	Alternate	Love Power Equipment, Inc	\$10,650.00	Build	Options
Southern	Primary	McKibben Powersports, Inc	\$10,450.00	Build	Options
	Alternate	Love Power Equipment, Inc	\$10,650.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: All Terrain & Utility Vehicles: Utility Vehicles (Side-by-Side)

Item: 27, Polaris, PRO XD MIDSIZE GAS COMMERCIAL, PRO XD MIDSIZE GAS COMMERCIAL

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Love Power Equipment, Inc	\$13,799.00	Build	Options
	Alternate	McKibben Powersports, Inc	\$14,150.00	Build	Options
Northern	Primary	Love Power Equipment, Inc	\$13,799.00	Build	Options
	Alternate	McKibben Powersports, Inc	\$13,850.00	Build	Options
Central	Primary	McKibben Powersports, Inc	\$13,550.00	Build	Options
	Alternate	Love Power Equipment, Inc	\$13,599.00	Build	Options
Southern	Primary	McKibben Powersports, Inc	\$13,550.00	Build	Options
	Alternate	Love Power Equipment, Inc	\$13,799.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Bulldozer: 180hp

Item: 30, Caterpillar, D6, D6

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Ring Power Corporation	\$468,680.00	Build	Options
Northern	Primary	Ring Power Corporation	\$468,680.00	Build	Options
Central	Primary	Ring Power Corporation	\$468,680.00	Build	Options
Southern	Primary	Kelly Tractor Co	\$459,303.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Bulldozer: 180hp

Item: 31, John Deere, 850L, 850L

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Dobbs Equipment, LLC	\$423,215.00	Build	Options
Northern	Primary	Dobbs Equipment, LLC	\$423,215.00	Build	Options
Central	Primary	Dobbs Equipment, LLC	\$414,225.00	Build	Options
Southern	Primary	Dobbs Equipment, LLC	\$414,225.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Bulldozer: 180hp

Item: 33, Case, 2050M, 2050M

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Innovative Equipment Services 2 LLC	\$512,201.00	Build	Options
Northern	Primary	Innovative Equipment Services 2 LLC	\$512,201.00	Build	Options
Central	Primary	Innovative Equipment Services 2 LLC	\$512,201.00	Build	Options
Southern	Primary	Innovative Equipment Services 2 LLC	\$512,201.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Bulldozer: 180hp

Item: 34, Liebherr, PR736, PR736

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	GREAT SOUTHERN EQUIPMENT, LLC	\$451,537.00	Build	Options
Northern	Primary	GREAT SOUTHERN EQUIPMENT, LLC	\$451,537.00	Build	Options
Central	Primary	GREAT SOUTHERN EQUIPMENT, LLC	\$451,537.00	Build	Options
Southern	Primary	GREAT SOUTHERN EQUIPMENT, LLC	\$451,537.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Bulldozer: 70hp

Item: 35, Caterpillar, D1, D1

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Ring Power Corporation	\$123,085.00	Build	Options
Northern	Primary	Ring Power Corporation	\$123,085.00	Build	Options
Central	Primary	Ring Power Corporation	\$123,085.00	Build	Options
Southern	Primary	Kelly Tractor Co	\$118,446.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Bulldozer: 70hp

Item: 36, John Deere, 450P, 450P

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Dobbs Equipment, LLC	\$134,435.00	Build	Options
Northern	Primary	Dobbs Equipment, LLC	\$134,435.00	Build	Options
Central	Primary	Dobbs Equipment, LLC	\$131,515.00	Build	Options
Southern	Primary	Dobbs Equipment, LLC	\$131,515.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Bulldozer: 70hp

Item: 37, Case, 650M, 650M

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Innovative Equipment Services 2 LLC	\$146,464.00	Build	Options
Northern	Primary	Innovative Equipment Services 2 LLC	\$146,464.00	Build	Options
Central	Primary	Innovative Equipment Services 2 LLC	\$146,464.00	Build	Options
Southern	Primary	Innovative Equipment Services 2 LLC	\$146,464.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Bulldozer: 90hp

Item: 38, Caterpillar, D2, D2

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Ring Power Corporation	\$145,706.00	Build	Options
Northern	Primary	Ring Power Corporation	\$145,706.00	Build	Options
Central	Primary	Ring Power Corporation	\$145,706.00	Build	Options
Southern	Primary	Kelly Tractor Co	\$141,107.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Bulldozer: 90hp

Item: 39, John Deere, 550P, 550P

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Dobbs Equipment, LLC	\$163,245.00	Build	Options
Northern	Primary	Dobbs Equipment, LLC	\$163,245.00	Build	Options
Central	Primary	Dobbs Equipment, LLC	\$158,995.00	Build	Options
Southern	Primary	Dobbs Equipment, LLC	\$158,995.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Bulldozer: 90hp

Item: 41, Case, 850M, 850M

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Innovative Equipment Services 2 LLC	\$209,081.00	Build	Options
Northern	Primary	Innovative Equipment Services 2 LLC	\$209,081.00	Build	Options
Central	Primary	Innovative Equipment Services 2 LLC	\$209,081.00	Build	Options
Southern	Primary	Innovative Equipment Services 2 LLC	\$209,081.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Chipper: Brush Chipper

Item: 44, Vermeer, BC1500, BC1500

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Vermeer Southeast Sales	\$93,839.00	Build	Options
Northern	Primary	Vermeer Southeast Sales	\$93,839.00	Build	Options
Central	Primary	Vermeer Southeast Sales	\$93,839.00	Build	Options
Southern	Primary	Vermeer Southeast Sales	\$93,839.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Compactor: 80,000 lbs. Landfill Compactor

Item: 46, Bomag, BC773RB-5, BC773RB-5

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Linder Industrial Machinery	\$891,825.00	Build	Options
Northern	Primary	Linder Industrial Machinery	\$891,825.00	Build	Options
Central	Primary	Linder Industrial Machinery	\$891,825.00	Build	Options
Southern	Primary	Linder Industrial Machinery	\$891,825.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Compactor: 80,000 lbs. Landfill Compactor

Item: 47, Caterpillar, 826, 826

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Ring Power Corporation	\$920,460.00	Build	Options
Northern	Primary	Ring Power Corporation	\$920,460.00	Build	Options
Central	Primary	Ring Power Corporation	\$920,460.00	Build	Options
Southern	Primary	Kelly Tractor Co	\$916,020.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Compactor: 80,000 lbs. Landfill Compactor

Item: 48, Tana, H380, H380

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Humdinger Equipment, Ltd.	\$1,024,342.00	Build	Options
Northern	Primary	Humdinger Equipment, Ltd.	\$1,024,342.00	Build	Options
Central	Primary	Humdinger Equipment, Ltd.	\$1,024,342.00	Build	Options
Southern	Primary	Humdinger Equipment, Ltd.	\$1,024,342.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Compactor: 80,000 lbs. Landfill Compactor

Item: 49, Volvo, LC450H, LC450H

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Alta Construction Equipment Florida, LLC	\$1,044,420.00	Build	Options
Northern	Primary	Alta Construction Equipment Florida, LLC	\$1,044,420.00	Build	Options
Central	Primary	Alta Construction Equipment Florida, LLC	\$1,044,420.00	Build	Options
Southern	Primary	Alta Construction Equipment Florida, LLC	\$1,044,420.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Compressor: Air Compressor - Trailer Mounted

Item: 50, Atlas Copco, XAS 188 T4F, XAS 188 T4F

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Ring Power Corporation	\$28,505.00	Build	Options
Northern	Primary	Ring Power Corporation	\$28,505.00	Build	Options
Central	Primary	Ring Power Corporation	\$28,505.00	Build	Options
Southern					

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Compressor: Air Compressor - Trailer Mounted

Item: 51, Doosan, P185/HP185WDO-T4F, P185/HP185WDO-T4F

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Doosan Bobcat North America dba Bobcat Company	\$26,742.00	Build	Options
Northern	Primary	Doosan Bobcat North America dba Bobcat Company	\$26,742.00	Build	Options
Central	Primary	Doosan Bobcat North America dba Bobcat Company	\$26,742.00	Build	Options
Southern	Primary	Doosan Bobcat North America dba Bobcat Company	\$26,742.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Compressor: Air Compressor - Trailer Mounted

Item: 52, MULTIQUIP, DIS185SSI4F, DIS185SSI4F

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Federal Contracts LLC DBA Federal Contracts Company	\$31,549.00	Build	Options
Northern	Primary	Federal Contracts LLC DBA Federal Contracts Company	\$31,549.00	Build	Options
Central	Primary	Federal Contracts LLC DBA Federal Contracts Company	\$31,549.00	Build	Options
Southern	Primary	Federal Contracts LLC DBA Federal Contracts Company	\$31,549.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Compressor: Air Compressor - Trailer Mounted

Item: 53, Sullair, 185 T4F, 185 T4F

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Ring Power Corporation	\$32,583.00	Build	Options
Northern	Primary	Ring Power Corporation	\$32,583.00	Build	Options
Central	Primary	Ring Power Corporation	\$32,583.00	Build	Options
Southern	Primary	Kelly Tractor Co	\$31,001.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Compressor: Air Compressor - Trailer Mounted

Item: 54, Sullivan Palatek, D185P, D185P

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western					
Northern					
Central	Primary	Kelly Tractor Co	\$31,735.00	Build	Options
Southern	Primary	Kelly Tractor Co	\$31,735.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Compressor: Air Compressor - Trailer Mounted

Item: 55, Chicago Pneumatic, CPS185-100 Trailer Mounted Compressor, CPS185-100 Trailer Mounted Compressor

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Innovative Equipment Services 2 LLC	\$28,275.00	Build	Options
Northern	Primary	Innovative Equipment Services 2 LLC	\$28,275.00	Build	Options
Central	Primary	Innovative Equipment Services 2 LLC	\$28,275.00	Build	Options
Southern	Primary	Innovative Equipment Services 2 LLC	\$28,275.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Dump Truck: Articulating Off Road Dump Truck - 50,000 lbs. Payload

Item: 56, Bell, B25E, B25E

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	National Equipment Dealers, LLC	\$441,878.00	Build	Options
Northern	Primary	National Equipment Dealers, LLC	\$441,878.00	Build	Options
Central	Primary	National Equipment Dealers, LLC	\$441,878.00	Build	Options
Southern	Primary	National Equipment Dealers, LLC	\$441,878.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Dump Truck: Articulating Off Road Dump Truck - 50,000 lbs. Payload

Item: 57, Caterpillar, 725, 725

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Ring Power Corporation	\$479,250.00	Build	Options
Northern	Primary	Ring Power Corporation	\$479,250.00	Build	Options
Central	Primary	Ring Power Corporation	\$479,250.00	Build	Options
Southern	Primary	Kelly Tractor Co	\$471,091.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Dump Truck: Articulating Off Road Dump Truck - 50,000 lbs. Payload

Item: 58, DEVELON, DA30-5, DA30-5

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	HD Hyundai Infracore North America LLC	\$364,717.00	Build	Options
Northern	Primary	HD Hyundai Infracore North America LLC	\$364,717.00	Build	Options
Central	Primary	HD Hyundai Infracore North America LLC	\$364,717.00	Build	Options
Southern	Primary	HD Hyundai Infracore North America LLC	\$364,717.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Dump Truck: Articulating Off Road Dump Truck - 50,000 lbs. Payload

Item: 59, John Deere, 260P, 260P

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Dobbs Equipment, LLC	\$476,085.00	Build	Options
Northern	Primary	Dobbs Equipment, LLC	\$476,085.00	Build	Options
Central	Primary	Dobbs Equipment, LLC	\$465,675.00	Build	Options
Southern	Primary	Dobbs Equipment, LLC	\$465,675.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Dump Truck: Articulating Off Road Dump Truck - 50,000 lbs. Payload

Item: 61, Volvo, A25G, A25G

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Alta Construction Equipment Florida, LLC	\$465,088.00	Build	Options
Northern	Primary	Alta Construction Equipment Florida, LLC	\$465,088.00	Build	Options
Central	Primary	Alta Construction Equipment Florida, LLC	\$465,088.00	Build	Options
Southern	Primary	Alta Construction Equipment Florida, LLC	\$465,088.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Dump Truck: Articulating Off Road Dump Truck - 50,000 lbs. Payload

Item: 62, Rokbak, RA30 DumpTruck, RA30 DumpTruck

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Innovative Equipment Services 2 LLC	\$458,500.00	Build	Options
Northern	Primary	Innovative Equipment Services 2 LLC	\$458,500.00	Build	Options
Central	Primary	Innovative Equipment Services 2 LLC	\$458,500.00	Build	Options
Southern	Primary	Innovative Equipment Services 2 LLC	\$458,500.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Dump Truck: Articulating Off Road Dump Truck - 50,000 lbs. Payload

Item: 63, Liebherr, TA230, TA230

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	GREAT SOUTHERN EQUIPMENT, LLC	\$483,674.00	Build	Options
Northern	Primary	GREAT SOUTHERN EQUIPMENT, LLC	\$483,674.00	Build	Options
Central	Primary	GREAT SOUTHERN EQUIPMENT, LLC	\$483,674.00	Build	Options
Southern	Primary	GREAT SOUTHERN EQUIPMENT, LLC	\$483,674.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Excavator: All Terrain Walking Excavator

Item: 64, Kaiser, S8, S8

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	GREAT SOUTHERN EQUIPMENT, LLC	\$429,944.00	Build	Options
Northern	Primary	GREAT SOUTHERN EQUIPMENT, LLC	\$429,944.00	Build	Options
Central	Primary	GREAT SOUTHERN EQUIPMENT, LLC	\$429,944.00	Build	Options
Southern	Primary	GREAT SOUTHERN EQUIPMENT, LLC	\$429,944.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Excavator: All Terrain Walking Excavator

Item: 65, Menzi, Muck, M4

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Menzi USA Sales, INC.	\$523,000.00	Build	Options
Northern	Primary	Menzi USA Sales, INC.	\$523,000.00	Build	Options
Central	Primary	Menzi USA Sales, INC.	\$523,000.00	Build	Options
Southern	Primary	Menzi USA Sales, INC.	\$523,000.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Excavator: Hydraulic Excavator - 15,590 lbs. Operating Weight

Item: 66, Bobcat, E88, E88

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Doosan Bobcat North America dba Bobcat Company	\$102,841.00	Build	Options
Northern	Primary	Doosan Bobcat North America dba Bobcat Company	\$102,841.00	Build	Options
Central	Primary	Doosan Bobcat North America dba Bobcat Company	\$102,841.00	Build	Options
Southern	Primary	Doosan Bobcat North America dba Bobcat Company	\$102,841.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Excavator: Hydraulic Excavator - 15,590 lbs. Operating Weight

Item: 68, Caterpillar, 308, 308

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Ring Power Corporation	\$140,117.00	Build	Options
Northern	Primary	Ring Power Corporation	\$140,117.00	Build	Options
Central	Primary	Ring Power Corporation	\$140,117.00	Build	Options
Southern	Primary	Kelly Tractor Co	\$131,537.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Excavator: Hydraulic Excavator - 15,590 lbs. Operating Weight

Item: 69, DEVELON, DX89R-7, DX89R-7

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	HD Hyundai Infracore North America LLC	\$86,688.00	Build	Options
Northern	Primary	HD Hyundai Infracore North America LLC	\$86,688.00	Build	Options
Central	Primary	HD Hyundai Infracore North America LLC	\$86,688.00	Build	Options
Southern	Primary	HD Hyundai Infracore North America LLC	\$86,688.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Excavator: Hydraulic Excavator - 15,590 lbs. Operating Weight

Item: 70, Hitachi, ZX75US, ZX75US

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	GREAT SOUTHERN EQUIPMENT, LLC	\$89,847.00	Build	Options
Northern	Primary	GREAT SOUTHERN EQUIPMENT, LLC	\$89,847.00	Build	Options
Central	Primary	GREAT SOUTHERN EQUIPMENT, LLC	\$89,847.00	Build	Options
Southern	Primary	GREAT SOUTHERN EQUIPMENT, LLC	\$89,847.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Excavator: Hydraulic Excavator - 15,590 lbs. Operating Weight

Item: 71, Hyundai, R80CR-9A, R80CR-9A

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	National Equipment Dealers, LLC	\$134,713.00	Build	Options
Northern	Primary	National Equipment Dealers, LLC	\$134,713.00	Build	Options
Central	Primary	National Equipment Dealers, LLC	\$134,713.00	Build	Options
Southern	Primary	National Equipment Dealers, LLC	\$134,713.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Excavator: Hydraulic Excavator - 15,590 lbs. Operating Weight

Item: 72, John Deere, 75P, 75P

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Dobbs Equipment, LLC	\$116,300.00	Build	Options
Northern	Primary	Dobbs Equipment, LLC	\$116,300.00	Build	Options
Central	Primary	Dobbs Equipment, LLC	\$113,775.00	Build	Options
Southern	Primary	Dobbs Equipment, LLC	\$113,775.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Excavator: Hydraulic Excavator - 15,590 lbs. Operating Weight

Item: 75, Kubota, KX080-4S, KX080-4S

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Crystal Tractors, LLC	\$88,648.00	Build	Options
Northern	Primary	Crystal Tractors, LLC	\$88,298.00	Build	Options
	Alternate	Florida Coast Equipment, Inc.	\$93,243.00	Build	Options
Central	Primary	Crystal Tractors, LLC	\$88,148.00	Build	Options
	Alternate	Florida Coast Equipment, Inc.	\$93,243.00	Build	Options
Southern	Primary	Crystal Tractors, LLC	\$88,348.00	Build	Options
	Alternate	Florida Coast Equipment, Inc.	\$93,243.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Excavator: Hydraulic Excavator - 15,590 lbs. Operating Weight

Item: 76, Link-Belt, 75X3, 75X3

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	GREAT SOUTHERN EQUIPMENT, LLC	\$86,351.00	Build	Options
Northern	Primary	GREAT SOUTHERN EQUIPMENT, LLC	\$86,351.00	Build	Options
Central	Primary	GREAT SOUTHERN EQUIPMENT, LLC	\$86,351.00	Build	Options
Southern	Primary	GREAT SOUTHERN EQUIPMENT, LLC	\$86,351.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Excavator: Hydraulic Excavator - 15,590 lbs. Operating Weight

Item: 77, Takeuchi, TB290, TB290

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Alta Construction Equipment Florida, LLC	\$114,067.00	Build	Options
Northern	Primary	Alta Construction Equipment Florida, LLC	\$114,067.00	Build	Options
Central	Primary	Alta Construction Equipment Florida, LLC	\$114,067.00	Build	Options
Southern	Primary	Alta Construction Equipment Florida, LLC	\$114,067.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Excavator: Hydraulic Excavator - 15,590 lbs. Operating Weight

Item: 78, Volvo, ECR88D, ECR88D

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Alta Construction Equipment Florida, LLC	\$109,262.00	Build	Options
Northern	Primary	Alta Construction Equipment Florida, LLC	\$109,262.00	Build	Options
Central	Primary	Alta Construction Equipment Florida, LLC	\$109,262.00	Build	Options
Southern	Primary	Alta Construction Equipment Florida, LLC	\$109,262.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Excavator: Hydraulic Excavator - 15,590 lbs. Operating Weight

Item: 79, Case, CX80C, CX80C

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Innovative Equipment Services 2 LLC	\$119,732.00	Build	Options
Northern	Primary	Innovative Equipment Services 2 LLC	\$119,732.00	Build	Options
Central	Primary	Innovative Equipment Services 2 LLC	\$119,732.00	Build	Options
Southern	Primary	Innovative Equipment Services 2 LLC	\$119,732.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Excavator: Hydraulic Excavator - 15,590 lbs. Operating Weight

Item: 80, Yanmar, V1080-1A, V1080-1A

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western					
Northern					
Central					
Southern	Primary	Alta Construction Equipment Florida, LLC	\$113,000.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Excavator: Hydraulic Excavator - 15,590 lbs. Operating Weight

Item: 81, Mecalac, 8MCR, 8MCR

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Innovative Equipment Services 2 LLC	\$177,500.00	Build	Options
Northern	Primary	Innovative Equipment Services 2 LLC	\$177,500.00	Build	Options
Central	Primary	Innovative Equipment Services 2 LLC	\$177,500.00	Build	Options
Southern	Primary	Innovative Equipment Services 2 LLC	\$177,500.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Excavator: Hydraulic Excavator - 38,000 lbs. Operating Weight

Item: 82, Caterpillar, 317 GC, 317 GC

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Ring Power Corporation	\$211,678.00	Build	Options
Northern	Primary	Ring Power Corporation	\$211,678.00	Build	Options
Central	Primary	Ring Power Corporation	\$211,678.00	Build	Options
Southern	Primary	Kelly Tractor Co	\$207,182.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Excavator: Hydraulic Excavator - 38,000 lbs. Operating Weight

Item: 83, DEVELON, DX180LC-5, DX180LC-5

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	HD Hyundai Infracore North America LLC	\$139,489.00	Build	Options
Northern	Primary	HD Hyundai Infracore North America LLC	\$139,489.00	Build	Options
Central	Primary	HD Hyundai Infracore North America LLC	\$139,489.00	Build	Options
Southern	Primary	HD Hyundai Infracore North America LLC	\$139,489.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Excavator: Hydraulic Excavator - 38,000 lbs. Operating Weight

Item: 84, Hitachi, ZX160LC, ZX160LC

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	GREAT SOUTHERN EQUIPMENT, LLC	\$159,115.00	Build	Options
Northern	Primary	GREAT SOUTHERN EQUIPMENT, LLC	\$159,115.00	Build	Options
Central	Primary	GREAT SOUTHERN EQUIPMENT, LLC	\$159,115.00	Build	Options
Southern	Primary	GREAT SOUTHERN EQUIPMENT, LLC	\$159,115.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Excavator: Hydraulic Excavator - 38,000 lbs. Operating Weight

Item: 85, Hyundai, HX160AL, HX160AL

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	National Equipment Dealers, LLC	\$202,990.00	Build	Options
Northern	Primary	National Equipment Dealers, LLC	\$203.00	Build	Options
Central	Primary	National Equipment Dealers, LLC	\$202,990.00	Build	Options
Southern	Primary	National Equipment Dealers, LLC	\$202,990.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Excavator: Hydraulic Excavator - 38,000 lbs. Operating Weight

Item: 86, John Deere, 160P, 160P

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Dobbs Equipment, LLC	\$209,605.00	Build	Options
Northern	Primary	Dobbs Equipment, LLC	\$209,605.00	Build	Options
Central	Primary	Dobbs Equipment, LLC	\$205,045.00	Build	Options
Southern	Primary	Dobbs Equipment, LLC	\$205,045.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Excavator: Hydraulic Excavator - 38,000 lbs. Operating Weight

Item: 89, Link-Belt, 160X4, 160X4

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	GREAT SOUTHERN EQUIPMENT, LLC	\$148,225.00	Build	Options
Northern	Primary	GREAT SOUTHERN EQUIPMENT, LLC	\$148,225.00	Build	Options
Central	Primary	GREAT SOUTHERN EQUIPMENT, LLC	\$148,225.00	Build	Options
Southern	Primary	GREAT SOUTHERN EQUIPMENT, LLC	\$148,225.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Excavator: Hydraulic Excavator - 38,000 lbs. Operating Weight

Item: 90, Volvo, EC160E, EC160E

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Alta Construction Equipment Florida, LLC	\$182,104.00	Build	Options
Northern	Primary	Alta Construction Equipment Florida, LLC	\$182,104.00	Build	Options
Central	Primary	Alta Construction Equipment Florida, LLC	\$182,104.00	Build	Options
Southern	Primary	Alta Construction Equipment Florida, LLC	\$182,104.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Excavator: Hydraulic Excavator - 38,000 lbs. Operating Weight

Item: 91, Case, CX170E, CX170E

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Innovative Equipment Services 2 LLC	\$239,397.00	Build	Options
Northern	Primary	Innovative Equipment Services 2 LLC	\$239,397.00	Build	Options
Central	Primary	Innovative Equipment Services 2 LLC	\$239,397.00	Build	Options
Southern	Primary	Innovative Equipment Services 2 LLC	\$239,397.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Excavator: Hydraulic Excavator - 38,000 lbs. Operating Weight

Item: 92, Bobcat, E165, E165

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Doosan Bobcat North America dba Bobcat Company	\$147,573.00	Build	Options
Northern	Primary	Doosan Bobcat North America dba Bobcat Company	\$147,573.00	Build	Options
Central	Primary	Doosan Bobcat North America dba Bobcat Company	\$147,573.00	Build	Options
Southern	Primary	Doosan Bobcat North America dba Bobcat Company	\$147,573.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Excavator: Hydraulic Excavator - 38,000 lbs. Operating Weight

Item: 93, Liebherr, R920, R920

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	GREAT SOUTHERN EQUIPMENT, LLC	\$285,166.00	Build	Options
Northern	Primary	GREAT SOUTHERN EQUIPMENT, LLC	\$285,166.00	Build	Options
Central	Primary	GREAT SOUTHERN EQUIPMENT, LLC	\$285,166.00	Build	Options
Southern	Primary	GREAT SOUTHERN EQUIPMENT, LLC	\$285,166.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Excavator: Hydraulic Excavator - 76,550 lbs. Operating Weight

Item: 94, Caterpillar, 336, 336

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Ring Power Corporation	\$374,613.00	Build	Options
Northern	Primary	Ring Power Corporation	\$374,613.00	Build	Options
Central	Primary	Ring Power Corporation	\$374,613.00	Build	Options
Southern	Primary	Kelly Tractor Co	\$360,293.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Excavator: Hydraulic Excavator - 76,550 lbs. Operating Weight

Item: 95, DEVELON, DX350LC-7, DX350LC-7

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	HD Hyundai Infracore North America LLC	\$290,157.00	Build	Options
Northern	Primary	HD Hyundai Infracore North America LLC	\$290,157.00	Build	Options
Central	Primary	HD Hyundai Infracore North America LLC	\$290,157.00	Build	Options
Southern	Primary	HD Hyundai Infracore North America LLC	\$290,157.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Excavator: Hydraulic Excavator - 76,550 lbs. Operating Weight

Item: 96, Hitachi, ZX350LC, ZX350LC

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	GREAT SOUTHERN EQUIPMENT, LLC	\$256,788.00	Build	Options
Northern	Primary	GREAT SOUTHERN EQUIPMENT, LLC	\$256,788.00	Build	Options
Central	Primary	GREAT SOUTHERN EQUIPMENT, LLC	\$256,788.00	Build	Options
Southern	Primary	GREAT SOUTHERN EQUIPMENT, LLC	\$256,788.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Excavator: Hydraulic Excavator - 76,550 lbs. Operating Weight

Item: 97, Hyundai, HX330AL, HX330AL

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	National Equipment Dealers, LLC	\$365,575.00	Build	Options
Northern	Primary	National Equipment Dealers, LLC	\$365,575.00	Build	Options
Central	Primary	National Equipment Dealers, LLC	\$365,575.00	Build	Options
Southern	Primary	National Equipment Dealers, LLC	\$365,575.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Excavator: Hydraulic Excavator - 76,550 lbs. Operating Weight

Item: 98, John Deere, 350P, 350P

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Dobbs Equipment, LLC	\$361,925.00	Build	Options
Northern	Primary	Dobbs Equipment, LLC	\$361,925.00	Build	Options
Central	Primary	Dobbs Equipment, LLC	\$354,055.00	Build	Options
Southern	Primary	Dobbs Equipment, LLC	\$354,055.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Excavator: Hydraulic Excavator - 76,550 lbs. Operating Weight

Item: 101, Link-Belt, 350X4, 350X4

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	GREAT SOUTHERN EQUIPMENT, LLC	\$289,692.00	Build	Options
Northern	Primary	GREAT SOUTHERN EQUIPMENT, LLC	\$289,692.00	Build	Options
Central	Primary	GREAT SOUTHERN EQUIPMENT, LLC	\$289,692.00	Build	Options
Southern	Primary	GREAT SOUTHERN EQUIPMENT, LLC	\$289,692.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Excavator: Hydraulic Excavator - 76,550 lbs. Operating Weight

Item: 102, Volvo, EC370F, EC370F

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Alta Construction Equipment Florida, LLC	\$345,030.00	Build	Options
Northern	Primary	Alta Construction Equipment Florida, LLC	\$345,030.00	Build	Options
Central	Primary	Alta Construction Equipment Florida, LLC	\$345,030.00	Build	Options
Southern	Primary	Alta Construction Equipment Florida, LLC	\$345,030.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Excavator: Hydraulic Excavator - 76,550 lbs. Operating Weight

Item: 103, Case, CX350D, CX350D

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Innovative Equipment Services 2 LLC	\$456,142.00	Build	Options
Northern	Primary	Innovative Equipment Services 2 LLC	\$456,142.00	Build	Options
Central	Primary	Innovative Equipment Services 2 LLC	\$456,142.00	Build	Options
Southern	Primary	Innovative Equipment Services 2 LLC	\$456,142.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Excavator: Hydraulic Excavator - 76,550 lbs. Operating Weight

Item: 104, Hitachi, ZX350, ZX350

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	GREAT SOUTHERN EQUIPMENT, LLC	\$256,788.00	Build	Options
Northern	Primary	GREAT SOUTHERN EQUIPMENT, LLC	\$256,788.00	Build	Options
Central	Primary	GREAT SOUTHERN EQUIPMENT, LLC	\$256,788.00	Build	Options
Southern	Primary	GREAT SOUTHERN EQUIPMENT, LLC	\$256,788.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Excavator: Hydraulic Excavator - 76,550 lbs. Operating Weight

Item: 105, Liebherr, R934, R934

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	GREAT SOUTHERN EQUIPMENT, LLC	\$393,853.00	Build	Options
Northern	Primary	GREAT SOUTHERN EQUIPMENT, LLC	\$393,853.00	Build	Options
Central	Primary	GREAT SOUTHERN EQUIPMENT, LLC	\$393,853.00	Build	Options
Southern	Primary	GREAT SOUTHERN EQUIPMENT, LLC	\$393,853.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Excavator: Mini Hydraulic Excavator - 7,105 lbs. Operating Weight

Item: 106, Bobcat, E32, E32

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Doosan Bobcat North America dba Bobcat Company	\$42,966.00	Build	Options
Northern	Primary	Doosan Bobcat North America dba Bobcat Company	\$42,966.00	Build	Options
Central	Primary	Doosan Bobcat North America dba Bobcat Company	\$42,966.00	Build	Options
Southern	Primary	Doosan Bobcat North America dba Bobcat Company	\$42,966.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Excavator: Mini Hydraulic Excavator - 7,105 lbs. Operating Weight

Item: 107, Caterpillar, 303, 303

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Ring Power Corporation	\$51,554.00	Build	Options
Northern	Primary	Ring Power Corporation	\$51,554.00	Build	Options
Central	Primary	Ring Power Corporation	\$51,554.00	Build	Options
Southern	Primary	Kelly Tractor Co	\$50,499.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Excavator: Mini Hydraulic Excavator - 7,105 lbs. Operating Weight

Item: 108, DEVELON, DX35Z-7, DX35Z-7

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	HD Hyundai Infracore North America LLC	\$41,286.00	Build	Options
Northern	Primary	HD Hyundai Infracore North America LLC	\$41,286.00	Build	Options
Central	Primary	HD Hyundai Infracore North America LLC	\$41,286.00	Build	Options
Southern	Primary	HD Hyundai Infracore North America LLC	\$41,286.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Excavator: Mini Hydraulic Excavator - 7,105 lbs. Operating Weight

Item: 109, Hitachi, ZX35-U, ZX35-U

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	GREAT SOUTHERN EQUIPMENT, LLC	\$43,565.00	Build	Options
Northern	Primary	GREAT SOUTHERN EQUIPMENT, LLC	\$43,565.00	Build	Options
Central	Primary	GREAT SOUTHERN EQUIPMENT, LLC	\$43,565.00	Build	Options
Southern	Primary	GREAT SOUTHERN EQUIPMENT, LLC	\$43,565.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Excavator: Mini Hydraulic Excavator - 7,105 lbs. Operating Weight

Item: 110, Hyundai, R35Z-9A, R35Z-9A

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	National Equipment Dealers, LLC	\$56,421.00	Build	Options
Northern	Primary	National Equipment Dealers, LLC	\$56,421.00	Build	Options
Central	Primary	National Equipment Dealers, LLC	\$56,421.00	Build	Options
Southern	Primary	National Equipment Dealers, LLC	\$56,421.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Excavator: Mini Hydraulic Excavator - 7,105 lbs. Operating Weight

Item: 111, John Deere, 35P, 35P

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Dobbs Equipment, LLC	\$56,495.00	Build	Options
Northern	Primary	Dobbs Equipment, LLC	\$56,495.00	Build	Options
Central	Primary	EFE, INC	\$49,735.00	Build	Options
	Alternate	Dobbs Equipment, LLC	\$55,260.00	Build	Options
Southern	Primary	EFE, INC	\$49,735.00	Build	Options
	Alternate	Dobbs Equipment, LLC	\$55,260.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Excavator: Mini Hydraulic Excavator - 7,105 lbs. Operating Weight

Item: 114, Kubota, U35-4, U35-4

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Crystal Tractors, LLC	\$35,811.00	Build	Options
Northern	Primary	Crystal Tractors, LLC	\$35,561.00	Build	Options
	Alternate	Florida Coast Equipment, Inc.	\$38,801.00	Build	Options
Central	Primary	Crystal Tractors, LLC	\$35,411.00	Build	Options
	Alternate	Florida Coast Equipment, Inc.	\$38,801.00	Build	Options
Southern	Primary	Crystal Tractors, LLC	\$35,711.00	Build	Options
	Alternate	Florida Coast Equipment, Inc.	\$38,801.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Excavator: Mini Hydraulic Excavator - 7,105 lbs. Operating Weight

Item: 115, Takeuchi, TB240, TB240

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Alta Construction Equipment Florida, LLC	\$54,075.00	Build	Options
Northern	Primary	Alta Construction Equipment Florida, LLC	\$54,075.00	Build	Options
Central	Primary	Alta Construction Equipment Florida, LLC	\$54,075.00	Build	Options
Southern	Primary	Alta Construction Equipment Florida, LLC	\$54,075.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Excavator: Mini Hydraulic Excavator - 7,105 lbs. Operating Weight

Item: 116, Volvo, EC37F, EC37F

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Alta Construction Equipment Florida, LLC	\$60,564.00	Build	Options
Northern	Primary	Alta Construction Equipment Florida, LLC	\$60,564.00	Build	Options
Central	Primary	Alta Construction Equipment Florida, LLC	\$60,564.00	Build	Options
Southern	Primary	Alta Construction Equipment Florida, LLC	\$60,564.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Excavator: Mini Hydraulic Excavator - 7,105 lbs. Operating Weight

Item: 117, Yanmar, Vi035-6A, Vi035-6A

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Vermeer Southeast Sales	\$55,246.00	Build	Options
Northern	Primary	Vermeer Southeast Sales	\$55,246.00	Build	Options
Central	Primary	Vermeer Southeast Sales	\$55,246.00	Build	Options
Southern	Primary	Alta Construction Equipment Florida, LLC	\$51,000.00	Build	Options
	Alternate	Vermeer Southeast Sales	\$55,246.00	Build	

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Excavator: Mini Hydraulic Excavator - 7,105 lbs. Operating Weight

Item: 118, Case, CX37C, CX37C

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Innovative Equipment Services 2 LLC	\$52,212.00	Build	Options
Northern	Primary	Innovative Equipment Services 2 LLC	\$52,212.00	Build	Options
Central	Primary	Innovative Equipment Services 2 LLC	\$52,212.00	Build	Options
Southern	Primary	Innovative Equipment Services 2 LLC	\$52,212.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Excavator: Telescopic Excavator - 45,000 lbs. Operating Weight - Tracked Type

Item: 119, Gradall, XL4200, XL4200

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	GREAT SOUTHERN EQUIPMENT, LLC	\$423,491.00	Build	Options
Northern	Primary	GREAT SOUTHERN EQUIPMENT, LLC	\$423,491.00	Build	Options
Central	Primary	GREAT SOUTHERN EQUIPMENT, LLC	\$423,491.00	Build	Options
Southern	Primary	GREAT SOUTHERN EQUIPMENT, LLC	\$423,491.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Excavator: Telescopic Excavator - 47,000 lbs. Operating Weight - 6x6 Wheeled Type

Item: 120, Gradall, XL4100, XL4100

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	GREAT SOUTHERN EQUIPMENT, LLC	\$601,327.00	Build	Options
Northern	Primary	GREAT SOUTHERN EQUIPMENT, LLC	\$601,327.00	Build	Options
Central	Primary	GREAT SOUTHERN EQUIPMENT, LLC	\$601,327.00	Build	Options
Southern	Primary	GREAT SOUTHERN EQUIPMENT, LLC	\$601,327.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Excavator: Vacuum Excavator - Trailer Mounted

Item: 123, Vermeer, LP873SDT, LP873SDT

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Vermeer Southeast Sales	\$121,333.00	Build	Options
Northern	Primary	Vermeer Southeast Sales	\$121,333.00	Build	Options
Central	Primary	Vermeer Southeast Sales	\$121,333.00	Build	Options
Southern	Primary	Vermeer Southeast Sales	\$121,333.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Excavator: Vacuum Excavator - Trailer Mounted

Item: 125, Truvac, TRXX, TRXX 800

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Environmental Products Group, Inc.	\$150,218.00	Build	Options
Northern	Primary	Environmental Products Group, Inc.	\$150,218.00	Build	Options
Central	Primary	Environmental Products Group, Inc.	\$150,218.00	Build	Options
Southern	Primary	Environmental Products Group, Inc.	\$150,218.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Excavator: Wheeled Hydraulic Excavator - 42,000 lbs. Operating Weight

Item: 126, Caterpillar, M318, M318

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Ring Power Corporation	\$296,083.00	Build	Options
Northern	Primary	Ring Power Corporation	\$296,083.00	Build	Options
Central	Primary	Ring Power Corporation	\$296,083.00	Build	Options
Southern	Primary	Kelly Tractor Co	\$289,744.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Excavator: Wheeled Hydraulic Excavator - 42,000 lbs. Operating Weight

Item: 127, DEVELON, DX210W-7, DX210W-7

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	HD Hyundai Infracore North America LLC	\$209,059.00	Build	Options
Northern	Primary	HD Hyundai Infracore North America LLC	\$209,059.00	Build	Options
Central	Primary	HD Hyundai Infracore North America LLC	\$209,059.00	Build	Options
Southern	Primary	HD Hyundai Infracore North America LLC	\$209,059.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Excavator: Wheeled Hydraulic Excavator - 42,000 lbs. Operating Weight

Item: 129, John Deere, 190 GW, 190 GW

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Dobbs Equipment, LLC	\$290,175.00	Build	Options
Northern	Primary	Dobbs Equipment, LLC	\$290,175.00	Build	Options
Central	Primary	Dobbs Equipment, LLC	\$285,315.00	Build	Options
Southern	Primary	Dobbs Equipment, LLC	\$285,315.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Excavator: Wheeled Hydraulic Excavator - 42,000 lbs. Operating Weight

Item: 130, Volvo, EW180E, EW180E

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Alta Construction Equipment Florida, LLC	\$277,971.00	Build	Options
Northern	Primary	Alta Construction Equipment Florida, LLC	\$277,971.00	Build	Options
Central	Primary	Alta Construction Equipment Florida, LLC	\$277,971.00	Build	Options
Southern	Primary	Alta Construction Equipment Florida, LLC	\$277,971.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Excavator: Wheeled Hydraulic Excavator - 42,000 lbs. Operating Weight

Item: 131, Case, WX210E, WX21OE

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Innovative Equipment Services 2 LLC	\$344,759.00	Build	Options
Northern	Primary	Innovative Equipment Services 2 LLC	\$344,759.00	Build	Options
Central	Primary	Innovative Equipment Services 2 LLC	\$344,759.00	Build	Options
Southern	Primary	Innovative Equipment Services 2 LLC	\$344,759.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Excavator: Wheeled Hydraulic Excavator - 42,000 lbs. Operating Weight

Item: 132, Liebherr, A920, A920

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	GREAT SOUTHERN EQUIPMENT, LLC	\$358,969.00	Build	Options
Northern	Primary	GREAT SOUTHERN EQUIPMENT, LLC	\$358,969.00	Build	Options
Central	Primary	GREAT SOUTHERN EQUIPMENT, LLC	\$358,969.00	Build	Options
Southern	Primary	GREAT SOUTHERN EQUIPMENT, LLC	\$358,969.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Forklift: Cushion Tire - 4,000 lbs. Capacity

Item: 133, Caterpillar, 2CC4000, 2CC4000

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Ring Power Corporation	\$45,844.00	Build	Options
Northern	Primary	Ring Power Corporation	\$45,844.00	Build	Options
Central	Primary	Ring Power Corporation	\$45,844.00	Build	Options
Southern	Primary	Kelly Tractor Co	\$31,470.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Forklift: Cushion Tire - 4,000 lbs. Capacity

Item: 134, Crown, CGC20SC-9, CGC20SC-9

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Federal Contracts LLC DBA Federal Contracts Company	\$57,612.00	Build	Options
Northern	Primary	Federal Contracts LLC DBA Federal Contracts Company	\$57,612.00	Build	Options
Central	Primary	Federal Contracts LLC DBA Federal Contracts Company	\$57,612.00	Build	Options
Southern	Primary	Federal Contracts LLC DBA Federal Contracts Company	\$57,612.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Forklift: Cushion Tire - 4,000 lbs. Capacity

Item: 135, Mitsubishi, FGC20CN, FGC20CN

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Ring Power Corporation	\$41,923.00	Build	Options
Northern	Primary	Ring Power Corporation	\$41,923.00	Build	Options
Central	Primary	Ring Power Corporation	\$41,923.00	Build	Options
Southern	Primary	Kelly Tractor Co	\$28,915.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Forklift: Cushion Tire - 4,000 lbs. Capacity

Item: 136, Toyota, 50-8FGCU20, 50-8FGCU20

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Southern States ToyotaLift	\$32,361.00	Build	Options
Northern	Primary	Southern States ToyotaLift	\$32,361.00	Build	Options
Central	Primary	Southern States ToyotaLift	\$32,361.00	Build	Options
Southern	Primary	Southern States ToyotaLift	\$32,361.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Forklift: Cushion Tire - 4,000 lbs. Capacity

Item: 137, Clark, S20C, S20C

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	National Lift Truck Service	\$32,609.00	Build	Options
Northern	Primary	National Lift Truck Service	\$32,609.00	Build	Options
Central	Primary	National Lift Truck Service	\$32,609.00	Build	Options
Southern	Primary	National Lift Truck Service	\$32,609.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Forklift: Cushion Tire - 4,000 lbs. Capacity

Item: 138, Hangcha, FP20C, CPYD20-XW71B1-C

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Duke Equipment, Inc	\$27,995.00	Build	Options
Northern	Primary	Duke Equipment, Inc	\$27,995.00	Build	Options
Central	Primary	National Lift Truck Service	\$26,143.00	Build	Options
	Alternate	Duke Equipment, Inc	\$27,995.00	Build	Options
Southern	Primary	National Lift Truck Service	\$26,143.00	Build	Options
	Alternate	Duke Equipment, Inc	\$27,995.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Forklift: Cushion Tire - 4,000 lbs. Capacity

Item: 139, Hyundai, 25LC-9, 25LC-9

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	National Lift Truck Service	\$28,916.00	Build	Options
Northern	Primary	National Lift Truck Service	\$28,916.00	Build	Options
Central	Primary	National Lift Truck Service	\$28,916.00	Build	Options
Southern	Primary	National Lift Truck Service	\$28,916.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Forklift: Rough Terrain Forklift - 5,000 lbs. Minimum Capacity

Item: 140, Case, 586H, 586H

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Innovative Equipment Services 2 LLC	\$108,475.00	Build	Options
Northern	Primary	Innovative Equipment Services 2 LLC	\$108,475.00	Build	Options
Central	Primary	Innovative Equipment Services 2 LLC	\$108,475.00	Build	Options
Southern	Primary	Innovative Equipment Services 2 LLC	\$108,475.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Forklift: Rough Terrain Forklift - 5,000 lbs. Minimum Capacity

Item: 141, Harlo, HP5000, HP5000

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Dobbs Equipment, LLC	\$106,950.00	Build	Options
Northern	Primary	Dobbs Equipment, LLC	\$106,950.00	Build	Options
Central	Primary	Dobbs Equipment, LLC	\$106,950.00	Build	Options
	Alternate	Kelly Tractor Co	\$126,302.00	Build	Options
Southern	Primary	Dobbs Equipment, LLC	\$106,950.00	Build	Options
	Alternate	Kelly Tractor Co	\$126,302.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Forklift: Rough Terrain Forklift - 5,000 lbs. Minimum Capacity

Item: 142, Master Craft, MC Series, MC-5

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Ring Power Corporation	\$112,553.00	Build	Options
Northern	Primary	Ring Power Corporation	\$112,553.00	Build	Options
Central	Primary	Ring Power Corporation	\$112,553.00	Build	Options
Southern	Primary	Kelly Tractor Co	\$117,875.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Forklift: Rough Terrain Forklift - 5,000 lbs. Minimum Capacity

Item: 143, Manitou, M30-4, M30-4

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	National Equipment Dealers, LLC	\$112,414.00	Build	Options
Northern	Primary	National Equipment Dealers, LLC	\$112,414.00	Build	Options
Central	Primary	National Equipment Dealers, LLC	\$112,414.00	Build	Options
Southern	Primary	National Equipment Dealers, LLC	\$112,414.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Forklift: Telescopic Tool Carrier/Telehandler

Item: 144, Bobcat, TL723, TL723

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Doosan Bobcat North America dba Bobcat Company	\$110,790.00	Build	Options
Northern	Primary	Doosan Bobcat North America dba Bobcat Company	\$110,790.00	Build	Options
Central	Primary	Doosan Bobcat North America dba Bobcat Company	\$110,790.00	Build	Options
Southern	Primary	Doosan Bobcat North America dba Bobcat Company	\$110,790.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Forklift: Telescopic Tool Carrier/Telehandler

Item: 145, Caterpillar, TL642, TL642

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Ring Power Corporation	\$163,401.00	Build	Options
Northern	Primary	Ring Power Corporation	\$163,401.00	Build	Options
Central	Primary	Ring Power Corporation	\$163,401.00	Build	Options
Southern	Primary	Kelly Tractor Co	\$163,526.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Forklift: Telescopic Tool Carrier/Telehandler

Item: 147, Manitou, MTA8044, MTA8044

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	National Equipment Dealers, LLC	\$173,353.00	Build	Options
Northern	Primary	National Equipment Dealers, LLC	\$173,353.00	Build	Options
Central	Primary	National Equipment Dealers, LLC	\$173,353.00	Build	Options
Southern	Primary	National Equipment Dealers, LLC	\$173,353.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Forklift: Telescopic Tool Carrier/Telehandler

Item: 148, Xtreme, XR843-B, XR843-B

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Southern States ToyotaLift	\$186,995.00	Build	Options
	Alternate	National Lift Truck Service	\$203,655.00	Build	Options
Northern	Primary	Southern States ToyotaLift	\$186,995.00	Build	Options
	Alternate	National Lift Truck Service	\$203,655.00	Build	Options
Central	Primary	Southern States ToyotaLift	\$186,995.00	Build	Options
	Alternate	National Lift Truck Service	\$203,655.00	Build	Options
	Alternate	Kelly Tractor Co	\$232,387.00	Build	Options
Southern	Primary	Southern States ToyotaLift	\$186,995.00	Build	Options
	Alternate	National Lift Truck Service	\$203,655.00	Build	Options
	Alternate	Kelly Tractor Co	\$232,387.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Forklift: Telescopic Tool Carrier/Telehandler

Item: 149, Snorkel, SR9244, SR9244

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	National Lift Truck Service	\$160,549.00	Build	Options
	Alternate	Southern States ToyotaLift	\$167,520.00	Build	Options
Northern	Primary	National Lift Truck Service	\$160,549.00	Build	Options
	Alternate	Southern States ToyotaLift	\$167,520.00	Build	Options
Central	Primary	National Lift Truck Service	\$160,549.00	Build	Options
	Alternate	Southern States ToyotaLift	\$167,520.00	Build	Options
Southern	Primary	National Lift Truck Service	\$160,549.00	Build	Options
	Alternate	Southern States ToyotaLift	\$167,520.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Generator: 125kW Stationary

Item: 150, AKSA, APD-ULJ125, APD-ULJ125

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Genserve LLC	\$55,100.00	Build	Options
Northern	Primary	Genserve LLC	\$55,100.00	Build	Options
Central	Primary	Genserve LLC	\$55,100.00	Build	Options
Southern	Primary	Genserve LLC	\$55,100.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Generator: 125kW Stationary

Item: 151, Blue Star Power Systems, JD125-02, JD125-02

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Mid Florida Diesel, Inc	\$47,430.00	Build	Options
Northern	Primary	Mid Florida Diesel, Inc	\$47,430.00	Build	Options
Central	Primary	Mid Florida Diesel, Inc	\$47,430.00	Build	Options
Southern	Primary	Mid Florida Diesel, Inc	\$47,430.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Generator: 125kW Stationary

Item: 152, Caterpillar, D125, D125

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Ring Power Corporation	\$72,620.00	Build	Options
Northern	Primary	Ring Power Corporation	\$72,620.00	Build	Options
Central	Primary	Ring Power Corporation	\$72,620.00	Build	Options
Southern	Primary	Pantropic Power	\$73,207.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Generator: 125kW Stationary

Item: 153, Generac, SD130, SD130

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	ACF Standby Systems	\$45,650.00	Build	Options
Northern	Primary	ACF Standby Systems	\$45,650.00	Build	Options
Central	Primary	ACF Standby Systems	\$45,650.00	Build	Options
Southern	Primary	Genset Services, Inc.	\$40,472.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Generator: 125kW Stationary

Item: 154, Gillette, SPJD-1250, SPJD-1250

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Genserve LLC	\$62,400.00	Build	Options
Northern	Primary	Genserve LLC	\$62,400.00	Build	Options
Central	Primary	Genserve LLC	\$62,400.00	Build	Options
Southern	Primary	Genserve LLC	\$62,400.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Generator: 125kW Stationary

Item: 155, Tradewinds, T125, T125

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Tradewinds Power Corp.	\$82,627.00	Build	Options
Northern	Primary	Tradewinds Power Corp.	\$82,627.00	Build	Options
Central	Primary	Tradewinds Power Corp.	\$82,627.00	Build	Options
Southern	Primary	Tradewinds Power Corp.	\$82,627.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Generator: 125kW Stationary

Item: 536, Taylor Power Systems, TD125, TD125

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Taylor Power Systems, Inc.	\$53,248.00	Build	Options
Northern	Primary	Taylor Power Systems, Inc.	\$53,248.00	Build	Options
Central	Primary	Taylor Power Systems, Inc.	\$53,248.00	Build	Options
Southern	Primary	Taylor Power Systems, Inc.	\$53,248.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Generator: 150kW Mobile

Item: 157, Blue Star Power Systems, VD150-02FT4MP, VD150-02FT4MP

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Mid Florida Diesel, Inc	\$130,400.00	Build	Options
Northern	Primary	Mid Florida Diesel, Inc	\$130,400.00	Build	Options
Central	Primary	Mid Florida Diesel, Inc	\$130,400.00	Build	Options
Southern	Primary	Mid Florida Diesel, Inc	\$130,400.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Generator: 150kW Mobile

Item: 158, Doosan, G190WCU-3A-T4F, G190WCU-3A-T4F

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Doosan Bobcat North America dba Bobcat Company	\$122,517.00	Build	Options
Northern	Primary	Doosan Bobcat North America dba Bobcat Company	\$122,517.00	Build	Options
Central	Primary	Doosan Bobcat North America dba Bobcat Company	\$122,517.00	Build	Options
Southern	Primary	Doosan Bobcat North America dba Bobcat Company	\$122,517.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Generator: 150kW Mobile

Item: 159, Generac/Magnum, MDG175DF4, MDG175DF4

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	ACF Standby Systems	\$103,150.00	Build	Options
Northern	Primary	ACF Standby Systems	\$103,150.00	Build	Options
Central	Primary	ACF Standby Systems	\$103,150.00	Build	Options
Southern					

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Generator: 150kW Mobile

Item: 160, MULTIQUIP, DCA180SSJU4F3, DCA180SSJU4F3

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Federal Contracts LLC DBA Federal Contracts Company	\$150,746.00	Build	Options
Northern	Primary	Federal Contracts LLC DBA Federal Contracts Company	\$150,746.00	Build	Options
Central	Primary	Federal Contracts LLC DBA Federal Contracts Company	\$150,746.00	Build	Options
Southern	Primary	Federal Contracts LLC DBA Federal Contracts Company	\$150,746.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Generator: 150kW Mobile

Item: 162, Tradewinds, TM150, TM150

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Tradewinds Power Corp.	\$162,283.00	Build	Options
Northern	Primary	Tradewinds Power Corp.	\$162,283.00	Build	Options
Central	Primary	Tradewinds Power Corp.	\$162,283.00	Build	Options
Southern	Primary	Tradewinds Power Corp.	\$162,283.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Generator: 150kW Mobile

Item: 163, Wacker Neuson, G180, G180

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western					
Northern					
Central	Primary	Kelly Tractor Co	\$169,460.00	Build	Options
Southern	Primary	Kelly Tractor Co	\$169,460.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Generator: 150kW Mobile

Item: 537, Taylor Power Systems, TM225, TM225

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Taylor Power Systems, Inc.	\$113,322.00	Build	Options
Northern	Primary	Taylor Power Systems, Inc.	\$113,322.00	Build	Options
Central	Primary	Taylor Power Systems, Inc.	\$113,322.00	Build	Options
Southern	Primary	Taylor Power Systems, Inc.	\$113,322.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Generator: 500kW Mobile

Item: 164, Blue Star Generator, VD550-02FT4MP, VD550-02FT4MP

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Mid Florida Diesel, Inc	\$284,980.00	Build	Options
Northern	Primary	Mid Florida Diesel, Inc	\$284,980.00	Build	Options
Central	Primary	Mid Florida Diesel, Inc	\$284,980.00	Build	Options
Southern	Primary	Mid Florida Diesel, Inc	\$284,980.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Generator: 500kW Mobile

Item: 165, Caterpillar, XQ570, XQ570

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Ring Power Corporation	\$539,980.00	Build	Options
Northern	Primary	Ring Power Corporation	\$539,980.00	Build	Options
Central	Primary	Ring Power Corporation	\$539,980.00	Build	Options
Southern	Primary	Pantropic Power	\$467,110.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Generator: 500kW Mobile

Item: 166, Tradewinds, TM500, TM500

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Tradewinds Power Corp.	\$357,308.00	Build	Options
Northern	Primary	Tradewinds Power Corp.	\$357,308.00	Build	Options
Central	Primary	Tradewinds Power Corp.	\$357,308.00	Build	Options
Southern	Primary	Tradewinds Power Corp.	\$357,308.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Generator: 500kW Mobile

Item: 167, Generac, 570KVA, MDE570P

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	ACF Standby Systems	\$254,875.00	Build	Options
Northern	Primary	ACF Standby Systems	\$254,875.00	Build	Options
Central	Primary	ACF Standby Systems	\$254,875.00	Build	Options
Southern	Primary	Genset Services, Inc.	\$219,750.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Generator: 500kW Mobile

Item: 168, HiPower, HRVW625T4F, HRVW625T4F

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Genserve LLC	\$253,500.00	Build	Options
Northern	Primary	Genserve LLC	\$253,500.00	Build	Options
Central	Primary	Genserve LLC	\$253,500.00	Build	Options
Southern	Primary	Genserve LLC	\$253,500.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Generator: 500kW Mobile

Item: 169, TechnoGen, VO630TSX, VO630TSX

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Genserve LLC	\$306,300.00	Build	Options
Northern	Primary	Genserve LLC	\$306,300.00	Build	Options
Central	Primary	Genserve LLC	\$306,300.00	Build	Options
Southern	Primary	Genserve LLC	\$306,300.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Generator: 500kW Mobile

Item: 170, AKSA, ADP-EPA-V550T4, ADP-EPA-V550T4

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Zabatt Engine Services, Inc.	\$242,192.00	Build	Options
Northern	Primary	Zabatt Engine Services, Inc.	\$242,192.00	Build	Options
Central	Primary	Zabatt Engine Services, Inc.	\$242,192.00	Build	Options
Southern	Primary	Zabatt Engine Services, Inc.	\$242,192.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Generator: 500kW Stationary

Item: 171, AKSA, APD-ULJ500, APD-ULJ500

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Genserve LLC	\$137,400.00	Build	Options
Northern	Primary	Genserve LLC	\$137,400.00	Build	Options
Central	Primary	Genserve LLC	\$137,400.00	Build	Options
Southern	Primary	Genserve LLC	\$137,400.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Generator: 500kW Stationary

Item: 172, Blue Star Generator, VD500-01, VD500-01

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Mid Florida Diesel, Inc	\$127,480.00	Build	Options
Northern	Primary	Mid Florida Diesel, Inc	\$127,480.00	Build	Options
Central	Primary	Mid Florida Diesel, Inc	\$127,480.00	Build	Options
Southern	Primary	Mid Florida Diesel, Inc	\$127,480.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Generator: 500kW Stationary

Item: 173, Caterpillar, C15, C15

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Ring Power Corporation	\$202,890.00	Build	Options
Northern	Primary	Ring Power Corporation	\$202,890.00	Build	Options
Central	Primary	Ring Power Corporation	\$202,890.00	Build	Options
Southern	Primary	Pantropic Power	\$197,756.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Generator: 500kW Stationary

Item: 174, Generac, SD500, SD500

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	ACF Standby Systems	\$133,500.00	Build	Options
Northern	Primary	ACF Standby Systems	\$133,500.00	Build	Options
Central	Primary	ACF Standby Systems	\$133,500.00	Build	Options
Southern	Primary	Genset Services, Inc.	\$108,221.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Generator: 500kW Stationary

Item: 175, Gillette, SPVD-5000, SPVD-5000

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Genserve LLC	\$126,200.00	Build	Options
Northern	Primary	Genserve LLC	\$126,200.00	Build	Options
Central	Primary	Genserve LLC	\$126,200.00	Build	Options
Southern	Primary	Genserve LLC	\$126,200.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Generator: 500kW Stationary

Item: 176, Tradewinds, T500, T500

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Tradewinds Power Corp.	\$159,741.00	Build	Options
Northern	Primary	Tradewinds Power Corp.	\$159,741.00	Build	Options
Central	Primary	Tradewinds Power Corp.	\$159,741.00	Build	Options
Southern	Primary	Tradewinds Power Corp.	\$159,741.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Generator: 500kW Stationary

Item: 178, IGSA, GSVL20500S, GSVL20500S

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Genserve LLC	\$117,600.00	Build	Options
Northern	Primary	Genserve LLC	\$117,600.00	Build	Options
Central	Primary	Genserve LLC	\$117,600.00	Build	Options
Southern	Primary	Genserve LLC	\$117,600.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Generator: 500kW Stationary

Item: 539, Taylor Power Systems, TD500, TD500

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Taylor Power Systems, Inc.	\$112,424.00	Build	
Northern	Primary	Taylor Power Systems, Inc.	\$112,424.00	Build	
Central	Primary	Taylor Power Systems, Inc.	\$112,424.00	Build	
Southern	Primary	Taylor Power Systems, Inc.	\$112,424.00	Build	

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Generator: 60kW Stationary

Item: 180, AKSA, APD-ULJ65, APD-ULJ65

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Genserve LLC	\$37,600.00	Build	Options
Northern	Primary	Genserve LLC	\$37,600.00	Build	Options
Central	Primary	Genserve LLC	\$37,600.00	Build	Options
Southern	Primary	Genserve LLC	\$37,600.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Generator: 60kW Stationary

Item: 181, Blue Star, JD60-02, JD60-02

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Mid Florida Diesel, Inc	\$38,270.00	Build	Options
Northern	Primary	Mid Florida Diesel, Inc	\$38,270.00	Build	Options
Central	Primary	Mid Florida Diesel, Inc	\$38,270.00	Build	Options
Southern	Primary	Mid Florida Diesel, Inc	\$38,270.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Generator: 60kW Stationary

Item: 182, Gillette, SPD-600, SPD-600

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Genserve LLC	\$41,500.00	Build	Options
Northern	Primary	Genserve LLC	\$41,500.00	Build	Options
Central	Primary	Genserve LLC	\$41,500.00	Build	Options
Southern	Primary	Genserve LLC	\$41,500.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Generator: 60kW Stationary

Item: 183, IGSA, GSJD30060-UL, GSJD30060-UL

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Genserve LLC	\$38,700.00	Build	Options
Northern	Primary	Genserve LLC	\$38,700.00	Build	Options
Central	Primary	Genserve LLC	\$38,700.00	Build	Options
Southern	Primary	Genserve LLC	\$38,700.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Generator: 60kW Stationary

Item: 184, Caterpillar, D60, D60

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Ring Power Corporation	\$44,100.00	Build	Options
Northern	Primary	Ring Power Corporation	\$44,100.00	Build	Options
Central	Primary	Ring Power Corporation	\$44,100.00	Build	Options
Southern	Primary	Pantropic Power	\$47,975.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Generator: 60kW Stationary

Item: 185, Tradewinds, T60, T60

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Tradewinds Power Corp.	\$55,991.00	Build	Options
Northern	Primary	Tradewinds Power Corp.	\$55,991.00	Build	Options
Central	Primary	Tradewinds Power Corp.	\$55,991.00	Build	Options
Southern	Primary	Tradewinds Power Corp.	\$55,991.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Generator: 60kW Stationary

Item: 538, Taylor Power Systems, TD60, TD60

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Taylor Power Systems, Inc.	\$38,064.00	Build	Options
Northern	Primary	Taylor Power Systems, Inc.	\$38,064.00	Build	Options
Central	Primary	Taylor Power Systems, Inc.	\$38,064.00	Build	Options
Southern	Primary	Taylor Power Systems, Inc.	\$38,064.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Generator: 125kW Stationary

Item: 188, IGSA, GSJD30125S, GSJD30125S

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Genserve LLC	\$49,100.00	Build	Options
Northern	Primary	Genserve LLC	\$49,100.00	Build	Options
Central	Primary	Genserve LLC	\$49,100.00	Build	Options
Southern	Primary	Genserve LLC	\$49,100.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Generator: 150kW Mobile

Item: 190, Caterpillar, XQ230, XQ230

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Ring Power Corporation	\$198,320.00	Build	Options
Northern	Primary	Ring Power Corporation	\$198,320.00	Build	Options
Central	Primary	Ring Power Corporation	\$198,320.00	Build	Options
Southern	Primary	Pantropic Power	\$189,841.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Generator: 150kW Mobile

Item: 191, AKSA, ADP-EPA-J170T4, ADP-EPA-J170T4

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Genserve LLC	\$118,600.00	Build	Options
Northern	Primary	Genserve LLC	\$118,600.00	Build	Options
Central	Primary	Genserve LLC	\$118,600.00	Build	Options
Southern	Primary	Genserve LLC	\$118,600.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Generator: 150kW Mobile

Item: 192, Blue Star, VD150-02FT4MP, VD150-02FT4MP

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Mid Florida Diesel, Inc	\$130,400.00	Build	Options
Northern	Primary	Mid Florida Diesel, Inc	\$130,400.00	Build	Options
Central	Primary	Mid Florida Diesel, Inc	\$130,400.00	Build	Options
Southern	Primary	Mid Florida Diesel, Inc	\$130,400.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Generator: 150kW Mobile

Item: 193, HiPower, HRJW190T4F, HRJW190T4F

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Genserve LLC	\$114,400.00	Build	Options
Northern	Primary	Genserve LLC	\$114,400.00	Build	Options
Central	Primary	Genserve LLC	\$114,400.00	Build	Options
Southern	Primary	Genserve LLC	\$114,400.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Horizontal Directional Drill

Item: 194, Vermeer, D24X40 S3, D24X40 S3

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Vermeer Southeast Sales	\$413,170.00	Build	Options
Northern	Primary	Vermeer Southeast Sales	\$413,170.00	Build	Options
Central	Primary	Vermeer Southeast Sales	\$413,170.00	Build	Options
Southern	Primary	Vermeer Southeast Sales	\$413,170.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Leaf Collector: Trailer Mounted

Item: 195, Bonnell, Spartan, Leaf Pro - Trailer

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Jet-Vac Equipment Company, LLC	\$111,125.00	Build	Options
Northern	Primary	Jet-Vac Equipment Company, LLC	\$111,125.00	Build	Options
Central	Primary	Jet-Vac Equipment Company, LLC	\$111,125.00	Build	Options
Southern	Primary	Jet-Vac Equipment Company, LLC	\$111,125.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Leaf Collector: Trailer Mounted

Item: 196, ODB, DCL800TM, DCL800TM

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Environmental Products Group, Inc.	\$160,016.00	Build	Options
Northern	Primary	Environmental Products Group, Inc.	\$160,016.00	Build	Options
Central	Primary	Environmental Products Group, Inc.	\$160,016.00	Build	Options
Southern	Primary	Environmental Products Group, Inc.	\$160,016.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Lift: Scissor Lift - Self Propelled

Item: 197, Genie, GS-1932, GS-1932

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Ring Power Corporation	\$15,731.00	Build	Options
Northern	Primary	Ring Power Corporation	\$15,731.00	Build	Options
Central	Primary	Ring Power Corporation	\$15,731.00	Build	Options
Southern	Primary	Kelly Tractor Co	\$15,768.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Lift: Scissor Lift - Self Propelled

Item: 198, JLG, JLG ES1932, JLG ES1932

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western					
Northern					
Central	Primary	Kelly Tractor Co	\$18,545.00	Build	Options
Southern	Primary	Kelly Tractor Co	\$18,545.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Lift: Scissor Lift - Self Propelled

Item: 199, Snorkel, S321, S3219E

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	National Lift Truck Service	\$15,442.00	Build	Options
	Alternate	Southern States ToyotaLift	\$15,495.00	Build	Options
Northern	Primary	National Lift Truck Service	\$15,442.00	Build	Options
	Alternate	Southern States ToyotaLift	\$15,495.00	Build	Options
Central	Primary	National Lift Truck Service	\$15,442.00	Build	Options
	Alternate	Southern States ToyotaLift	\$15,495.00	Build	Options
Southern	Primary	National Lift Truck Service	\$15,442.00	Build	Options
	Alternate	Southern States ToyotaLift	\$15,495.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Light Tower: Hybrid Light Tower

Item: 201, Signal Power, HT444PC, HT444PC

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Federal Contracts LLC DBA Federal Contracts Company	\$38,370.00	Build	Options
Northern	Primary	Federal Contracts LLC DBA Federal Contracts Company	\$38,370.00	Build	Options
Central	Primary	Federal Contracts LLC DBA Federal Contracts Company	\$38,370.00	Build	Options
Southern	Primary	Federal Contracts LLC DBA Federal Contracts Company	\$38,370.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Light Tower: Light Tower - Trailer Mounted

Item: 203, Doosan, LCV6WKUB-60HZ-T4F, LCV6WKUB-60HZ-T4F

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Doosan Bobcat North America dba Bobcat Company	\$12,047.00	Build	Options
Northern	Primary	Doosan Bobcat North America dba Bobcat Company	\$12,047.00	Build	Options
Central	Primary	Doosan Bobcat North America dba Bobcat Company	\$12,047.00	Build	Options
Southern	Primary	Doosan Bobcat North America dba Bobcat Company	\$12,047.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Light Tower: Light Tower - Trailer Mounted

Item: 204, Generac, MLT4060, MLT4060

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	ACF Standby Systems	\$16,460.00	Build	Options
Northern	Primary	ACF Standby Systems	\$16,460.00	Build	Options
Central	Primary	ACF Standby Systems	\$16,460.00	Build	Options
Southern	Primary	Genset Services, Inc.	\$13,612.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Light Tower: Light Tower - Trailer Mounted

Item: 205, Wacker Neuson, LTV6L, LTV6L

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western					
Northern					
Central	Primary	Kelly Tractor Co	\$13,889.00	Build	Options
Southern	Primary	Kelly Tractor Co	\$13,889.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Light Tower: Light Tower - Trailer Mounted

Item: 206, Wanco, WLT-4MK6K, WLT-4MK6K

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	AramSCO, Inc.	\$13,550.00	Build	Options
	Alternate	Tradewinds Power Corp.	\$13,651.00	Build	Options
	Alternate	Jet-Vac Equipment Company, LLC	\$15,794.00	Build	Options
Northern	Primary	AramSCO, Inc.	\$13,550.00	Build	Options
	Alternate	Tradewinds Power Corp.	\$13,651.00	Build	Options
	Alternate	Jet-Vac Equipment Company, LLC	\$15,794.00	Build	Options
Central	Primary	AramSCO, Inc.	\$13,550.00	Build	Options
	Alternate	Tradewinds Power Corp.	\$13,651.00	Build	Options
	Alternate	Jet-Vac Equipment Company, LLC	\$15,794.00	Build	Options
Southern	Primary	Tradewinds Power Corp.	\$13,651.00	Build	Options
	Alternate	AramSCO, Inc.	\$13,850.00	Build	Options
	Alternate	Jet-Vac Equipment Company, LLC	\$15,794.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Loader: Loader Backhoe - 4x4

Item: 207, Caterpillar, 416, 416

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Ring Power Corporation	\$96,799.00	Build	Options
Northern	Primary	Ring Power Corporation	\$96,799.00	Build	Options
Central	Primary	Ring Power Corporation	\$96,799.00	Build	Options
Southern	Primary	Kelly Tractor Co	\$95,500.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Loader: Loader Backhoe - 4x4

Item: 208, John Deere, 310P, 310P

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Dobbs Equipment, LLC	\$107,195.00	Build	Options
Northern	Primary	Dobbs Equipment, LLC	\$107,195.00	Build	Options
Central	Primary	Dobbs Equipment, LLC	\$104,865.00	Build	Options
Southern	Primary	Dobbs Equipment, LLC	\$104,865.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Loader: Loader Backhoe - 4x4

Item: 209, Case, 580SN, 580SN

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Innovative Equipment Services 2 LLC	\$141,000.00	Build	Options
Northern	Primary	Innovative Equipment Services 2 LLC	\$141,000.00	Build	Options
Central	Primary	Innovative Equipment Services 2 LLC	\$141,000.00	Build	Options
Southern	Primary	Innovative Equipment Services 2 LLC	\$141,000.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Loader: Skid Steer - 1,850 lbs. Operating Capacity - Wheeled Type

Item: 210, Bobcat, S62, S62

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Doosan Bobcat North America dba Bobcat Company	\$43,979.00	Build	Options
Northern	Primary	Doosan Bobcat North America dba Bobcat Company	\$43,979.00	Build	Options
Central	Primary	Doosan Bobcat North America dba Bobcat Company	\$43,979.00	Build	Options
Southern	Primary	Doosan Bobcat North America dba Bobcat Company	\$43,979.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Loader: Skid Steer - 1,850 lbs. Operating Capacity - Wheeled Type

Item: 211, Caterpillar, 236D3, 236D3

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Ring Power Corporation	\$51,453.00	Build	Options
Northern	Primary	Ring Power Corporation	\$51,453.00	Build	Options
Central	Primary	Ring Power Corporation	\$51,453.00	Build	Options
Southern	Primary	Kelly Tractor Co	\$47,846.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Loader: Skid Steer - 1,850 lbs. Operating Capacity - Wheeled Type

Item: 212, John Deere, 318G, 318G

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Dobbs Equipment, LLC	\$52,335.00	Build	Options
Northern	Primary	Dobbs Equipment, LLC	\$52,335.00	Build	Options
Central	Primary	EFE, INC	\$44,982.00	Build	Options
	Alternate	Dobbs Equipment, LLC	\$51,190.00	Build	Options
Southern	Primary	EFE, INC	\$44,982.00	Build	Options
	Alternate	Dobbs Equipment, LLC	\$51,190.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Loader: Skid Steer - 1,850 lbs. Operating Capacity - Wheeled Type

Item: 213, Kubota, SSV65, SSV65

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Crystal Tractors, LLC	\$36,950.00	Build	Options
Northern	Primary	Crystal Tractors, LLC	\$36,700.00	Build	Options
	Alternate	Florida Coast Equipment, Inc.	\$37,548.00	Build	Options
Central	Primary	Crystal Tractors, LLC	\$36,550.00	Build	Options
	Alternate	Florida Coast Equipment, Inc.	\$37,548.00	Build	Options
Southern	Primary	Crystal Tractors, LLC	\$36,700.00	Build	Options
	Alternate	Florida Coast Equipment, Inc.	\$37,548.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Loader: Skid Steer - 1,850 lbs. Operating Capacity - Wheeled Type

Item: 214, Case, SV185B, SV185B

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Innovative Equipment Services 2 LLC	\$57,134.00	Build	Options
Northern	Primary	Innovative Equipment Services 2 LLC	\$57,134.00	Build	Options
Central	Primary	Innovative Equipment Services 2 LLC	\$57,134.00	Build	Options
Southern	Primary	Innovative Equipment Services 2 LLC	\$57,134.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Loader: Skid Steer - 2,800 lbs. Operating Capacity - Wheeled Type

Item: 216, Caterpillar, 272D3, 272D3

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Ring Power Corporation	\$71,452.00	Build	Options
Northern	Primary	Ring Power Corporation	\$71,452.00	Build	Options
Central	Primary	Ring Power Corporation	\$71,452.00	Build	Options
Southern	Primary	Kelly Tractor Co	\$65,967.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Loader: Skid Steer - 2,800 lbs. Operating Capacity - Wheeled Type

Item: 217, John Deere, 330G, 330G

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Dobbs Equipment, LLC	\$66,095.00	Build	Options
Northern	Primary	Dobbs Equipment, LLC	\$66,095.00	Build	Options
Central	Primary	EFE, INC	\$58,252.00	Build	Options
	Alternate	Dobbs Equipment, LLC	\$64,645.00	Build	Options
Southern	Primary	EFE, INC	\$58,252.00	Build	Options
	Alternate	Dobbs Equipment, LLC	\$64,645.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Loader: Skid Steer - 2,800 lbs. Operating Capacity - Wheeled Type

Item: 218, Case, SV340B, SV340B

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Innovative Equipment Services 2 LLC	\$75,333.00	Build	Options
Northern	Primary	Innovative Equipment Services 2 LLC	\$75,333.00	Build	Options
Central	Primary	Innovative Equipment Services 2 LLC	\$75,333.00	Build	Options
Southern	Primary	Innovative Equipment Services 2 LLC	\$75,333.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Loader: Skid Steer - 2,800 lbs. Operating Capacity - Wheeled Type

Item: 220, Manitou, 1050RT, 1050RT

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	National Equipment Dealers, LLC	\$46,365.00	Build	Options
Northern	Primary	National Equipment Dealers, LLC	\$46,365.00	Build	Options
Central	Primary	National Equipment Dealers, LLC	\$46,365.00	Build	Options
Southern	Primary	National Equipment Dealers, LLC	\$46,365.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Loader: Skid Steer - 3,100 lbs. Operating Capacity - Tracked Type

Item: 221, Bobcat, T770, T770

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Doosan Bobcat North America dba Bobcat Company	\$73,054.00	Build	Options
Northern	Primary	Doosan Bobcat North America dba Bobcat Company	\$73,054.00	Build	Options
Central	Primary	Doosan Bobcat North America dba Bobcat Company	\$73,054.00	Build	Options
Southern	Primary	Doosan Bobcat North America dba Bobcat Company	\$73,054.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Loader: Skid Steer - 3,100 lbs. Operating Capacity - Tracked Type

Item: 222, Caterpillar, 279D3, 279D3

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Ring Power Corporation	\$82,686.00	Build	Options
Northern	Primary	Ring Power Corporation	\$82,686.00	Build	Options
Central	Primary	Ring Power Corporation	\$82,686.00	Build	Options
Southern	Primary	Kelly Tractor Co	\$81,670.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Loader: Skid Steer - 3,100 lbs. Operating Capacity - Tracked Type

Item: 223, John Deere, 331G, 331G

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Dobbs Equipment, LLC	\$76,035.00	Build	Options
Northern	Primary	Dobbs Equipment, LLC	\$76,035.00	Build	Options
Central	Primary	EFE, INC	\$69,690.00	Build	Options
	Alternate	Dobbs Equipment, LLC	\$74,375.00	Build	Options
Southern	Primary	EFE, INC	\$69,690.00	Build	Options
	Alternate	Dobbs Equipment, LLC	\$74,375.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Loader: Skid Steer - 3,100 lbs. Operating Capacity - Tracked Type

Item: 224, Kubota, SVL 75-3, SVL 75-3

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western					
Northern	Primary	Florida Coast Equipment, Inc.	\$52,098.00	Build	Options
Central	Primary	Florida Coast Equipment, Inc.	\$52,098.00	Build	Options
Southern	Primary	Florida Coast Equipment, Inc.	\$52,098.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Loader: Skid Steer - 3,100 lbs. Operating Capacity - Tracked Type

Item: 225, Takeuchi, TL12V2, TL12V2

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Alta Construction Equipment Florida, LLC	\$84,542.00	Build	Options
Northern	Primary	Alta Construction Equipment Florida, LLC	\$84,542.00	Build	Options
Central	Primary	Alta Construction Equipment Florida, LLC	\$84,542.00	Build	Options
Southern	Primary	Alta Construction Equipment Florida, LLC	\$84,542.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Loader: Skid Steer - 3,100 lbs. Operating Capacity - Tracked Type

Item: 226, Case, TR310B, TR310B

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Innovative Equipment Services 2 LLC	\$77,942.00	Build	Options
Northern	Primary	Innovative Equipment Services 2 LLC	\$77,942.00	Build	Options
Central	Primary	Innovative Equipment Services 2 LLC	\$77,942.00	Build	Options
Southern	Primary	Innovative Equipment Services 2 LLC	\$77,942.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Loader: Skid Steer - 3,100 lbs. Operating Capacity - Tracked Type

Item: 227, ASV, MAX-Series™ VT-100 Posi-Track® loader, VT-100

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western					
Northern					
Central					
Southern	Primary	Alta Construction Equipment Florida, LLC	\$95,000.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Loader: Skid Steer - 3,100 lbs. Operating Capacity - Tracked Type

Item: 228, Yanmar, TL100 Tracked Skid Steer, TL100VS

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western					
Northern					
Central					
Southern	Primary	Alta Construction Equipment Florida, LLC	\$81,000.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Loader: Skid Steer - 3,100 lbs. Operating Capacity - Tracked Type

Item: 229, Manitou, 1050R, 1050R

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	National Equipment Dealers, LLC	\$62,075.00	Build	Options
Northern	Primary	National Equipment Dealers, LLC	\$62,075.00	Build	Options
Central	Primary	National Equipment Dealers, LLC	\$62,075.00	Build	Options
Southern	Primary	National Equipment Dealers, LLC	\$62,075.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Loader: Wheel Loader - 1.5 cubic yd.

Item: 230, Caterpillar, 908, 908

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Ring Power Corporation	\$112,359.00	Build	Options
Northern	Primary	Ring Power Corporation	\$112,359.00	Build	Options
Central	Primary	Ring Power Corporation	\$112,359.00	Build	Options
Southern	Primary	Kelly Tractor Co	\$118,109.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Loader: Wheel Loader - 1.5 cubic yd.

Item: 231, Hitachi, ZW120, ZW120

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	GREAT SOUTHERN EQUIPMENT, LLC	\$115,749.00	Build	Options
Northern	Primary	GREAT SOUTHERN EQUIPMENT, LLC	\$115,749.00	Build	Options
Central	Primary	GREAT SOUTHERN EQUIPMENT, LLC	\$115,749.00	Build	Options
Southern	Primary	GREAT SOUTHERN EQUIPMENT, LLC	\$115,749.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Loader: Wheel Loader - 1.5 cubic yd.

Item: 232, John Deere, 324P, 324P

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Dobbs Equipment, LLC	\$129,185.00	Build	Options
Northern	Primary	Dobbs Equipment, LLC	\$129,185.00	Build	Options
Central	Primary	EFE, INC	\$117,614.00	Build	Options
	Alternate	Dobbs Equipment, LLC	\$126,365.00	Build	Options
Southern	Primary	EFE, INC	\$117,614.00	Build	Options
	Alternate	Dobbs Equipment, LLC	\$126,365.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Loader: Wheel Loader - 1.5 cubic yd.

Item: 233, Manitou, MLA7-75 H-Z, MLA7-75 H-Z

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	National Equipment Dealers, LLC	\$132,648.00	Build	Options
Northern	Primary	National Equipment Dealers, LLC	\$132,648.00	Build	Options
Central	Primary	National Equipment Dealers, LLC	\$132,648.00	Build	Options
Southern	Primary	National Equipment Dealers, LLC	\$132,648.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Loader: Wheel Loader - 1.5 cubic yd.

Item: 234, Takeuchi, TW80, TW80

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Alta Construction Equipment Florida, LLC	\$93,500.00	Build	Options
Northern	Primary	Alta Construction Equipment Florida, LLC	\$93,500.00	Build	Options
Central	Primary	Alta Construction Equipment Florida, LLC	\$93,500.00	Build	Options
Southern	Primary	Alta Construction Equipment Florida, LLC	\$93,500.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Loader: Wheel Loader - 1.5 cubic yd.

Item: 235, Volvo, L45H, L45H

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Alta Construction Equipment Florida, LLC	\$143,222.00	Build	Options
Northern	Primary	Alta Construction Equipment Florida, LLC	\$143,222.00	Build	Options
Central	Primary	Alta Construction Equipment Florida, LLC	\$143,222.00	Build	Options
Southern	Primary	Alta Construction Equipment Florida, LLC	\$143,222.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Loader: Wheel Loader - 1.5 cubic yd.

Item: 236, Case, 321F, 321F

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Innovative Equipment Services 2 LLC	\$115,298.00	Build	Options
Northern	Primary	Innovative Equipment Services 2 LLC	\$115,298.00	Build	Options
Central	Primary	Innovative Equipment Services 2 LLC	\$115,298.00	Build	Options
Southern	Primary	Innovative Equipment Services 2 LLC	\$115,298.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Loader: Wheel Loader - 1.5 cubic yd.

Item: 237, Mecalac, A Series, AS850

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Innovative Equipment Services 2 LLC	\$125,500.00	Build	Options
Northern	Primary	Innovative Equipment Services 2 LLC	\$125,500.00	Build	Options
Central	Primary	Innovative Equipment Services 2 LLC	\$125,500.00	Build	Options
Southern	Primary	Innovative Equipment Services 2 LLC	\$125,500.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Loader: Wheel Loader - 1.5 cubic yd.

Item: 238, Yanmar, V12, V12

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western					
Northern					
Central					
Southern	Primary	Alta Construction Equipment Florida, LLC	\$101,000.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Loader: Wheel Loader - 3.0 cubic yd.

Item: 239, Caterpillar, 926, 926

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Ring Power Corporation	\$200,578.00	Build	Options
Northern	Primary	Ring Power Corporation	\$200,578.00	Build	Options
Central	Primary	Ring Power Corporation	\$200,578.00	Build	Options
Southern	Primary	Kelly Tractor Co	\$188,785.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Loader: Wheel Loader - 3.0 cubic yd.

Item: 240, DEVELON, DL220-7, DL220-7

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	HD Hyundai Infracore North America LLC	\$140,297.00	Build	Options
Northern	Primary	HD Hyundai Infracore North America LLC	\$140,297.00	Build	Options
Central	Primary	HD Hyundai Infracore North America LLC	\$140,297.00	Build	Options
Southern	Primary	HD Hyundai Infracore North America LLC	\$140,297.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Loader: Wheel Loader - 3.0 cubic yd.

Item: 241, DEVELON, DL280-7, DL280-7

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	HD Hyundai Infracore North America LLC	\$166,531.00	Build	Options
Northern	Primary	HD Hyundai Infracore North America LLC	\$166,531.00	Build	Options
Central	Primary	HD Hyundai Infracore North America LLC	\$166,531.00	Build	Options
Southern	Primary	HD Hyundai Infracore North America LLC	\$166,531.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Loader: Wheel Loader - 3.0 cubic yd.

Item: 242, Hitachi, ZW180, ZW180

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	GREAT SOUTHERN EQUIPMENT, LLC	\$185,841.00	Build	Options
Northern	Primary	GREAT SOUTHERN EQUIPMENT, LLC	\$185,841.00	Build	Options
Central	Primary	GREAT SOUTHERN EQUIPMENT, LLC	\$185,841.00	Build	Options
Southern	Primary	GREAT SOUTHERN EQUIPMENT, LLC	\$185,841.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Loader: Wheel Loader - 3.0 cubic yd.

Item: 243, Hyundai, HL940A, HL940A

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	National Equipment Dealers, LLC	\$198,866.00	Build	Options
Northern	Primary	National Equipment Dealers, LLC	\$198,866.00	Build	Options
Central	Primary	National Equipment Dealers, LLC	\$198,866.00	Build	Options
Southern	Primary	National Equipment Dealers, LLC	\$198,866.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Loader: Wheel Loader - 3.0 cubic yd.

Item: 244, John Deere, 524P, 524P

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Dobbs Equipment, LLC	\$210,255.00	Build	Options
Northern	Primary	Dobbs Equipment, LLC	\$210,255.00	Build	Options
Central	Primary	Dobbs Equipment, LLC	\$206,815.00	Build	Options
Southern	Primary	Dobbs Equipment, LLC	\$206,815.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Loader: Wheel Loader - 3.0 cubic yd.

Item: 246, Volvo, L60H2, L60H2

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Alta Construction Equipment Florida, LLC	\$177,996.00	Build	Options
Northern	Primary	Alta Construction Equipment Florida, LLC	\$177,996.00	Build	Options
Central	Primary	Alta Construction Equipment Florida, LLC	\$177,996.00	Build	Options
Southern	Primary	Alta Construction Equipment Florida, LLC	\$177,996.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Loader: Wheel Loader - 3.0 cubic yd.

Item: 247, Case, 621G, 621G

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Innovative Equipment Services 2 LLC	\$252,935.00	Build	Options
Northern	Primary	Innovative Equipment Services 2 LLC	\$252,935.00	Build	Options
Central	Primary	Innovative Equipment Services 2 LLC	\$252,935.00	Build	Options
Southern	Primary	Innovative Equipment Services 2 LLC	\$252,935.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Loader: Wheel Loader - 3.0 cubic yd.

Item: 248, Liebherr, L526, L526

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	GREAT SOUTHERN EQUIPMENT, LLC	\$205,537.00	Build	Options
Northern	Primary	GREAT SOUTHERN EQUIPMENT, LLC	\$205,537.00	Build	Options
Central	Primary	GREAT SOUTHERN EQUIPMENT, LLC	\$205,537.00	Build	Options
Southern	Primary	GREAT SOUTHERN EQUIPMENT, LLC	\$205,537.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Loader: Wheel Loader - 5.75 cubic yd.

Item: 249, Caterpillar, 972, 972

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Ring Power Corporation	\$520,245.00	Build	Options
Northern	Primary	Ring Power Corporation	\$520,245.00	Build	Options
Central	Primary	Ring Power Corporation	\$520,245.00	Build	Options
Southern	Primary	Kelly Tractor Co	\$558,293.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Loader: Wheel Loader - 5.75 cubic yd.

Item: 250, DEVELON, DL480-7, DL480-7

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	HD Hyundai Infracore North America LLC	\$318,125.00	Build	Options
Northern	Primary	HD Hyundai Infracore North America LLC	\$318,125.00	Build	Options
Central	Primary	HD Hyundai Infracore North America LLC	\$318,125.00	Build	Options
Southern	Primary	HD Hyundai Infracore North America LLC	\$318,125.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Loader: Wheel Loader - 5.75 cubic yd.

Item: 251, Hitachi, ZW310, ZW310

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	GREAT SOUTHERN EQUIPMENT, LLC	\$334,603.00	Build	Options
Northern	Primary	GREAT SOUTHERN EQUIPMENT, LLC	\$334,603.00	Build	Options
Central	Primary	GREAT SOUTHERN EQUIPMENT, LLC	\$334,603.00	Build	Options
Southern	Primary	GREAT SOUTHERN EQUIPMENT, LLC	\$334,603.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Loader: Wheel Loader - 5.75 cubic yd.

Item: 252, Hyundai, HL975, HL975

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	National Equipment Dealers, LLC	\$417,550.00	Build	Options
Northern	Primary	National Equipment Dealers, LLC	\$417,550.00	Build	Options
Central	Primary	National Equipment Dealers, LLC	\$417,550.00	Build	Options
Southern	Primary	National Equipment Dealers, LLC	\$417,550.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Loader: Wheel Loader - 5.75 cubic yd.

Item: 253, John Deere, 744P, 744P

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Dobbs Equipment, LLC	\$475,775.00	Build	Options
Northern	Primary	Dobbs Equipment, LLC	\$475,775.00	Build	Options
Central	Primary	Dobbs Equipment, LLC	\$465,125.00	Build	Options
Southern	Primary	Dobbs Equipment, LLC	\$465,125.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Loader: Wheel Loader - 5.75 cubic yd.

Item: 255, Volvo, L150H, L150H

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Alta Construction Equipment Florida, LLC	\$444,548.00	Build	Options
Northern	Primary	Alta Construction Equipment Florida, LLC	\$444,548.00	Build	Options
Central	Primary	Alta Construction Equipment Florida, LLC	\$444,548.00	Build	Options
Southern	Primary	Alta Construction Equipment Florida, LLC	\$444,548.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Loader: Wheel Loader - 5.75 cubic yd.

Item: 256, Case, 1021G Z Bar, 1021G Z Bar

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Innovative Equipment Services 2 LLC	\$520,277.00	Build	Options
Northern	Primary	Innovative Equipment Services 2 LLC	\$520,277.00	Build	Options
Central	Primary	Innovative Equipment Services 2 LLC	\$520,277.00	Build	Options
Southern	Primary	Innovative Equipment Services 2 LLC	\$520,277.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Loader: Wheel Loader - 5.75 cubic yd.

Item: 257, Liebherr, L580, L580

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	GREAT SOUTHERN EQUIPMENT, LLC	\$527,917.00	Build	Options
Northern	Primary	GREAT SOUTHERN EQUIPMENT, LLC	\$527,917.00	Build	Options
Central	Primary	GREAT SOUTHERN EQUIPMENT, LLC	\$527,917.00	Build	Options
Southern	Primary	GREAT SOUTHERN EQUIPMENT, LLC	\$527,917.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Low Speed Vehicle: Electric Type

Item: 258, Columbia, Journeyman, Journeyman 2+2

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Southern States ToyotaLift	\$17,495.00	Build	Options
	Alternate	Texas Trailers Sales and Service	\$18,705.00	Build	Options
Northern	Primary	Southern States ToyotaLift	\$17,495.00	Build	Options
	Alternate	Texas Trailers Sales and Service	\$17,940.00	Build	Options
Central	Primary	Southern States ToyotaLift	\$17,495.00	Build	Options
	Alternate	Texas Trailers Sales and Service	\$18,220.00	Build	Options
Southern	Primary	Southern States ToyotaLift	\$17,495.00	Build	Options
	Alternate	Texas Trailers Sales and Service	\$18,770.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Low Speed Vehicle: Electric Type

Item: 259, GEM, E4, E4

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Love Power Equipment, Inc	\$19,930.00	Build	Options
	Alternate	Beck Chrysler Dodge Jeep	\$21,742.00	Build	Options
Northern	Primary	Love Power Equipment, Inc	\$19,930.00	Build	Options
	Alternate	Beck Chrysler Dodge Jeep	\$21,742.00	Build	Options
Central	Primary	Love Power Equipment, Inc	\$19,730.00	Build	Options
	Alternate	Beck Chrysler Dodge Jeep	\$21,742.00	Build	Options
Southern	Primary	Love Power Equipment, Inc	\$19,930.00	Build	Options
	Alternate	Beck Chrysler Dodge Jeep	\$21,742.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Low Speed Vehicle: Electric Type

Item: 260, GEM, e2, e2

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Love Power Equipment, Inc	\$17,980.00	Build	Options
	Alternate	Beck Chrysler Dodge Jeep	\$19,475.00	Build	Options
Northern	Primary	Love Power Equipment, Inc	\$17,980.00	Build	Options
	Alternate	Beck Chrysler Dodge Jeep	\$19,475.00	Build	Options
Central	Primary	Love Power Equipment, Inc	\$17,480.00	Build	Options
	Alternate	Beck Chrysler Dodge Jeep	\$19,475.00	Build	Options
Southern	Primary	Love Power Equipment, Inc	\$17,980.00	Build	Options
	Alternate	Beck Chrysler Dodge Jeep	\$19,475.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Low Speed Vehicle: Electric Type

Item: 261, Cruise Car ICON, C40-ECO, C40-ECO

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Federal Contracts LLC DBA Federal Contracts Company	\$9,136.00	Build	Options
Northern	Primary	Federal Contracts LLC DBA Federal Contracts Company	\$9,136.00	Build	Options
Central	Primary	Federal Contracts LLC DBA Federal Contracts Company	\$9,136.00	Build	Options
Southern	Primary	Federal Contracts LLC DBA Federal Contracts Company	\$9,136.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Low Speed Vehicle: Electric Type

Item: 262, Star EV, Capella CP-2, CP-2

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Texas Trailers Sales and Service	\$11,995.00	Build	Options
Northern	Primary	Texas Trailers Sales and Service	\$11,230.00	Build	Options
Central	Primary	Texas Trailers Sales and Service	\$11,510.00	Build	Options
Southern	Primary	Texas Trailers Sales and Service	\$12,060.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Motor Grader: Large

Item: 263, Caterpillar, 120, 120

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Ring Power Corporation	\$271,570.00	Build	Options
Northern	Primary	Ring Power Corporation	\$271,570.00	Build	Options
Central	Primary	Ring Power Corporation	\$271,570.00	Build	Options
Southern	Primary	Kelly Tractor Co	\$242,242.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Motor Grader: Large

Item: 264, John Deere, 620G, 620G

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Dobbs Equipment, LLC	\$309,895.00	Build	Options
Northern	Primary	Dobbs Equipment, LLC	\$309,895.00	Build	Options
Central	Primary	Dobbs Equipment, LLC	\$303,195.00	Build	Options
Southern	Primary	Dobbs Equipment, LLC	\$303,195.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Motor Grader: Large

Item: 266, Case, 856C, 856C

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Innovative Equipment Services 2 LLC	\$303,488.00	Build	Options
Northern	Primary	Innovative Equipment Services 2 LLC	\$303,488.00	Build	Options
Central	Primary	Innovative Equipment Services 2 LLC	\$303,488.00	Build	Options
Southern	Primary	Innovative Equipment Services 2 LLC	\$303,488.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Motor Grader: Small

Item: 267, LeeBoy, 685D, 685D

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Dobbs Equipment, LLC	\$238,900.00	Build	Options
Northern	Primary	Dobbs Equipment, LLC	\$238,900.00	Build	Options
Central	Primary	Dobbs Equipment, LLC	\$238,900.00	Build	Options
Southern	Primary	Dobbs Equipment, LLC	\$238,900.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Motor Grader: Small

Item: 268, Weiler, G65, G65

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Ring Power Corporation	\$220,791.00	Build	Options
Northern	Primary	Ring Power Corporation	\$220,791.00	Build	Options
Central	Primary	Ring Power Corporation	\$220,791.00	Build	Options
Southern	Primary	Kelly Tractor Co	\$198,150.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Motor Grader: Small

Item: 269, Case, 836C, 836C VHP

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Innovative Equipment Services 2 LLC	\$269,395.00	Build	Options
Northern	Primary	Innovative Equipment Services 2 LLC	\$269,395.00	Build	Options
Central	Primary	Innovative Equipment Services 2 LLC	\$269,395.00	Build	Options
Southern	Primary	Innovative Equipment Services 2 LLC	\$269,395.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Mower: 15ft. Flex Wing Rotary Mower

Item: 271, Bush Hog, 4115, 4115

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Alamo Group Ag Americas LLC	\$32,679.00	Build	Options
Northern	Primary	Alamo Group Ag Americas LLC	\$32,679.00	Build	Options
Central	Primary	Alamo Group Ag Americas LLC	\$32,679.00	Build	Options
Southern	Primary	Alamo Group Ag Americas LLC	\$32,679.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Mower: 15ft. Flex Wing Rotary Mower

Item: 272, John Deere, FC15M, FC15M

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western					
Northern					
Central	Primary	EFE, INC	\$25,398.00	Build	Options
Southern	Primary	EFE, INC	\$25,398.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Mower: 15ft. Flex Wing Rotary Mower

Item: 274, Rhino, 4150, 4150

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Alamo Group Ag Americas LLC dba Rhino Ag & Dixie Chopper	\$32,006.00	Build	Options
Northern	Primary	Alamo Group Ag Americas LLC dba Rhino Ag & Dixie Chopper	\$32,006.00	Build	Options
Central	Primary	Alamo Group Ag Americas LLC dba Rhino Ag & Dixie Chopper	\$32,006.00	Build	Options
Southern	Primary	Alamo Group Ag Americas LLC dba Rhino Ag & Dixie Chopper	\$32,006.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Mower: 15ft. Flex Wing Rotary Mower

Item: 275, Schulte, FX-1800, FX-1800

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Glade & Grove Supply Co LLC	\$30,648.00	Build	Options
Northern	Primary	Glade & Grove Supply Co LLC	\$30,448.00	Build	Options
Central	Primary	Glade & Grove Supply Co LLC	\$30,048.00	Build	Options
	Alternate	Kelly Tractor Co	\$39,985.00	Build	Options
Southern	Primary	Glade & Grove Supply Co LLC	\$30,048.00	Build	Options
	Alternate	Kelly Tractor Co	\$39,985.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Mower: 15ft. Flex Wing Rotary Mower

Item: 276, Woods, BW15.61, BW15.61

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Kelly Tractor Co	\$33,435.00	Build	Options
Northern	Primary	Kelly Tractor Co	\$33,435.00	Build	Options
Central	Primary	Kelly Tractor Co	\$31,435.00	Build	Options
Southern	Primary	Kelly Tractor Co	\$31,435.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Mower: Electric Zero Turn Radius Mower

Item: 277, Greenworks, Optimus Z Zero Turn, CZ60R18X

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Carswell Distributing Company	\$20,700.00	Build	Options
Northern	Primary	Carswell Distributing Company	\$20,700.00	Build	Options
Central	Primary	Carswell Distributing Company	\$20,700.00	Build	Options
Southern	Primary	Carswell Distributing Company	\$20,700.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Mower: Electric Zero Turn Radius Mower

Item: 278, Mean Green Electric Mowers, RIVAL 60" SIDE DISCHARGE (6.75-7.25 HRS CONTINUOUS), RVL60S220

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western					
Northern	Primary	Green Thumb Palm Beach	\$29,920.00	Build	Options
Central	Primary	Green Thumb Palm Beach	\$29,920.00	Build	Options
Southern	Primary	Green Thumb Palm Beach	\$29,920.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Mower: Remote Controlled Brush Mower

Item: 279, Alamo Industrial, RC28, RC28

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Alamo Group Texas LLC	\$58,494.00	Build	Options
Northern	Primary	Alamo Group Texas LLC	\$58,494.00	Build	Options
Central	Primary	Alamo Group Texas LLC	\$58,494.00	Build	Options
Southern	Primary	Alamo Group Texas LLC	\$58,494.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Mower: Remote Controlled Brush Mower

Item: 282, RC Mowers, R-52, R-52

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Embankscape Equipment LLC	\$66,098.00	Build	Options
	Primary	Jet-Vac Equipment Company, LLC	\$66,098.00	Build	Options
Northern	Primary	Embankscape Equipment LLC	\$66,098.00	Build	Options
	Primary	Jet-Vac Equipment Company, LLC	\$66,098.00	Build	Options
Central	Primary	Embankscape Equipment LLC	\$66,098.00	Build	Options
	Primary	Jet-Vac Equipment Company, LLC	\$66,098.00	Build	Options
Southern	Primary	Embankscape Equipment LLC	\$66,098.00	Build	Options
	Primary	Jet-Vac Equipment Company, LLC	\$66,098.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Mower: Remote Controlled Brush Mower

Item: 283, Prinoth, Raptor 100, Raptor 100

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	National Equipment Dealers, LLC	\$157,774.00	Build	Options
Northern	Primary	National Equipment Dealers, LLC	\$157,774.00	Build	Options
Central	Primary	National Equipment Dealers, LLC	\$157,774.00	Build	Options
Southern	Primary	National Equipment Dealers, LLC	\$157,774.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Mower: Remote Controlled Brush Mower

Item: 284, AGRIA, 9600-112, 9600-112

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Pat`s Pump & Blower	\$84,402.00	Build	Options
Northern	Primary	Pat`s Pump & Blower	\$84,402.00	Build	Options
Central	Primary	Pat`s Pump & Blower	\$84,402.00	Build	Options
Southern	Primary	Pat`s Pump & Blower	\$84,402.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Mower: Zero Turn Radius Mower

Item: 287, Ferris, ISX2200, 5902078

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	PACE Inc.	\$12,000.00	Build	Options
Northern	Primary	PACE Inc.	\$12,000.00	Build	Options
Central	Primary	Green Thumb Palm Beach	\$13,187.00	Build	Options
Southern	Primary	Green Thumb Palm Beach	\$12,987.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Mower: Zero Turn Radius Mower

Item: 288, Grasshopper, 225, 225

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Federal Contracts LLC DBA Federal Contracts Company	\$14,862.00	Build	Options
Northern	Primary	Federal Contracts LLC DBA Federal Contracts Company	\$14,862.00	Build	Options
Central	Primary	Federal Contracts LLC DBA Federal Contracts Company	\$14,862.00	Build	Options
Southern	Primary	Federal Contracts LLC DBA Federal Contracts Company	\$14,862.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Mower: Zero Turn Radius Mower

Item: 289, Gravely, Proturn, 360

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western					
Northern	Primary	Florida Coast Equipment, Inc.	\$11,649.00	Build	Options
Central	Primary	Florida Coast Equipment, Inc.	\$11,649.00	Build	Options
Southern	Primary	Florida Coast Equipment, Inc.	\$11,649.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Mower: Zero Turn Radius Mower

Item: 290, Husqvarna, Z560, Z560

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Federal Contracts LLC DBA Federal Contracts Company	\$13,768.00	Build	Options
Northern	Primary	Federal Contracts LLC DBA Federal Contracts Company	\$13,768.00	Build	Options
Central	Primary	Federal Contracts LLC DBA Federal Contracts Company	\$13,768.00	Build	Options
Southern	Primary	Federal Contracts LLC DBA Federal Contracts Company	\$13,768.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Mower: Zero Turn Radius Mower

Item: 291, John Deere, Z930M, Z930M

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western					
Northern					
Central	Primary	EFE, INC	\$11,500.00	Build	Options
Southern	Primary	EFE, INC	\$11,500.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Mower: Zero Turn Radius Mower

Item: 292, Kubota, Z725KH-3-60, Z725KH-3-60

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Crystal Tractors, LLC	\$9,989.00	Build	Options
Northern	Primary	Florida Coast Equipment, Inc.	\$9,576.00	Build	Options
	Alternate	Crystal Tractors, LLC	\$9,819.00	Build	Options
Central	Primary	Florida Coast Equipment, Inc.	\$9,576.00	Build	Options
	Alternate	Crystal Tractors, LLC	\$9,719.00	Build	Options
Southern	Primary	Florida Coast Equipment, Inc.	\$9,576.00	Build	Options
	Alternate	Crystal Tractors, LLC	\$9,989.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Mower: Zero Turn Radius Mower

Item: 293, Scag, Tiger Cat II, STCII-26FTEFI

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western					
Northern	Primary	Green Thumb Palm Beach	\$11,173.00	Build	Options
Central	Primary	Green Thumb Palm Beach	\$10,748.00	Build	Options
Southern	Primary	Green Thumb Palm Beach	\$10,748.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Mower: Zero Turn Radius Mower

Item: 294, Bobcat, ZT Series, 9996010

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Carswell Distributing Company	\$9,919.00	Build	Options
	Alternate	Doosan Bobcat North America dba Bobcat Company	\$12,495.00	Build	Options
Northern	Primary	Carswell Distributing Company	\$9,919.00	Build	Options
	Alternate	Doosan Bobcat North America dba Bobcat Company	\$12,495.00	Build	Options
Central	Primary	Carswell Distributing Company	\$9,919.00	Build	Options
	Alternate	Doosan Bobcat North America dba Bobcat Company	\$12,495.00	Build	Options
Southern	Primary	Carswell Distributing Company	\$9,919.00	Build	Options
	Alternate	Doosan Bobcat North America dba Bobcat Company	\$12,495.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Mower: Zero Turn Radius Mower

Item: 295, Encore, Caliber, EC60FX850V5X

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Carswell Distributing Company	\$7,837.00	Build	Options
Northern	Primary	Carswell Distributing Company	\$7,837.00	Build	Options
Central	Primary	Carswell Distributing Company	\$7,837.00	Build	Options
Southern	Primary	Carswell Distributing Company	\$7,837.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Mower: Zero Turn Radius Mower

Item: 296, Encore, Edge, EE60LS2P82F32

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Carswell Distributing Company	\$5,426.00	Build	Options
Northern	Primary	Carswell Distributing Company	\$5,426.00	Build	Options
Central	Primary	Carswell Distributing Company	\$5,426.00	Build	Options
Southern	Primary	Carswell Distributing Company	\$5,426.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Mower: Zero Turn Radius Mower

Item: 297, Encore, Prowler, EP60FX921V5

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Carswell Distributing Company	\$10,305.00	Build	Options
Northern	Primary	Carswell Distributing Company	\$10,305.00	Build	Options
Central	Primary	Carswell Distributing Company	\$10,305.00	Build	Options
Southern	Primary	Carswell Distributing Company	\$10,305.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Mower: Zero Turn Radius Mower

Item: 298, Redmax, CZT Series, CZT60X

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Carswell Distributing Company	\$11,760.00	Build	Options
Northern	Primary	Carswell Distributing Company	\$11,760.00	Build	Options
Central	Primary	Carswell Distributing Company	\$11,760.00	Build	Options
Southern	Primary	Carswell Distributing Company	\$11,760.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Mower: Zero Turn Radius Mower

Item: 299, Hustler, X-One, 941856

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western					
Northern	Primary	Green Thumb Palm Beach	\$13,141.00	Build	Options
Central	Primary	Green Thumb Palm Beach	\$13,016.00	Build	Options
Southern	Primary	Green Thumb Palm Beach	\$12,891.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Mower: Zero Turn Radius Mower

Item: 300, Stihl, RZ700, RZ760k

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western					
Northern					
Central	Primary	Green Thumb Palm Beach	\$12,469.00	Build	Options
Southern	Primary	Green Thumb Palm Beach	\$12,469.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Mower: Zero Turn Radius Mower

Item: 301, Wright, ZXL, WZXL61S61E8E1B

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	PACE Inc.	\$11,524.00	Build	Options
Northern	Primary	PACE Inc.	\$11,524.00	Build	Options
Central	Primary	Green Thumb Palm Beach	\$12,352.00	Build	Options
Southern	Primary	Green Thumb Palm Beach	\$12,152.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Mower: Zero Turn Radius Mower

Item: 544, Dixie Chopppe, Eagle, 3160KW

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Alamo Group Ag Americas LLC dba Rhino Ag & Dixie Chopper	\$14,292.00	Build	Options
Northern	Primary	Alamo Group Ag Americas LLC dba Rhino Ag & Dixie Chopper	\$14,292.00	Build	Options
Central	Primary	Alamo Group Ag Americas LLC dba Rhino Ag & Dixie Chopper	\$14,292.00	Build	Options
Southern	Primary	Alamo Group Ag Americas LLC dba Rhino Ag & Dixie Chopper	\$14,292.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Pallet Jack: Electric 4,500 lbs. Capacity

Item: 302, Big Joe, WPT45, WPT45

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Ring Power Corporation	\$5,876.00	Build	
Northern	Primary	Ring Power Corporation	\$5,876.00	Build	
Central	Primary	Ring Power Corporation	\$5,876.00	Build	
Southern	Primary	Kelly Tractor Co	\$9,936.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Pallet Jack: Electric 4,500 lbs. Capacity

Item: 303, Jungheinrich, EJE120, EJE120

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Ring Power Corporation	\$7,079.00	Build	
Northern	Primary	Ring Power Corporation	\$7,079.00	Build	
Central	Primary	Ring Power Corporation	\$7,079.00	Build	
Southern	Primary	Kelly Tractor Co	\$8,600.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Pallet Jack: Electric 4,500 lbs. Capacity

Item: 304, Mitsubishi, PW23, PW23

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Ring Power Corporation	\$7,079.00	Build	
Northern	Primary	Ring Power Corporation	\$7,079.00	Build	
Central	Primary	Ring Power Corporation	\$7,079.00	Build	
Southern	Primary	Kelly Tractor Co	\$8,600.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Pallet Jack: Electric 4,500 lbs. Capacity

Item: 540, Crown, WP 3200, WP 3200

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Federal Contracts LLC DBA Federal Contracts Company	\$8,384.00	Build	Options
Northern	Primary	Federal Contracts LLC DBA Federal Contracts Company	\$8,384.00	Build	Options
Central	Primary	Federal Contracts LLC DBA Federal Contracts Company	\$8,384.00	Build	Options
Southern	Primary	Federal Contracts LLC DBA Federal Contracts Company	\$8,384.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Pipe Inspection: Battery Operated Pipe Crawler Inspection System

Item: 306, EnviroSight, Verisight Pro+, VSP200

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Environmental Products Group, Inc.	\$111,437.00	Build	Options
Northern	Primary	Environmental Products Group, Inc.	\$111,437.00	Build	Options
Central	Primary	Environmental Products Group, Inc.	\$111,437.00	Build	Options
Southern	Primary	Environmental Products Group, Inc.	\$111,437.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Pipe Inspection: Battery Operated Pipe Crawler Inspection System

Item: 307, Aries, UC3410, UC3410

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Evervac Equipment	\$89,000.00	Build	Options
Northern	Primary	Evervac Equipment	\$89,000.00	Build	Options
Central	Primary	Evervac Equipment	\$89,000.00	Build	Options
Southern	Primary	Evervac Equipment	\$89,000.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Pipe Inspection: Battery Operated Pipe Crawler Inspection System

Item: 308, Pipe Trekker, A-200 Pipe Crawler, A-200

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Pat`s Pump & Blower	\$73,378.00	Build	Options
Northern	Primary	Pat`s Pump & Blower	\$73,378.00	Build	Options
Central	Primary	Pat`s Pump & Blower	\$73,378.00	Build	Options
Southern	Primary	Pat`s Pump & Blower	\$73,378.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Pump: Mobile Pump

Item: 309, Atlas Copco, PAS 150 HF, PAS 150 HF

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Hydra Service (S), Inc.	\$50,370.00	Build	Options
Northern	Primary	Hydra Service (S), Inc.	\$50,370.00	Build	Options
Central	Primary	Hydra Service (S), Inc.	\$50,370.00	Build	Options
Southern	Primary	Hydra Service (S), Inc.	\$50,370.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Pump: Mobile Pump

Item: 310, BBA Pumps, BA150E, BA150E

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	BBA Pumps, Inc.	\$54,636.00	Build	Options
Northern	Primary	BBA Pumps, Inc.	\$54,636.00	Build	Options
Central	Primary	BBA Pumps, Inc.	\$54,636.00	Build	Options
Southern	Primary	BBA Pumps, Inc.	\$54,636.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Pump: Mobile Pump

Item: 311, ECO PUMP, Trailer Mounted Trash Pump, 6612T

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Pat`s Pump & Blower	\$63,900.00	Build	Options
Northern	Primary	Pat`s Pump & Blower	\$63,900.00	Build	Options
Central	Primary	Pat`s Pump & Blower	\$63,900.00	Build	Options
Southern	Primary	Pat`s Pump & Blower	\$63,900.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Pump: Mobile Pump

Item: 312, Global Pump, 6GSTAP, 6GSTAP

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Mersino Dewatering	\$49,750.00	Build	Options
Northern	Primary	Mersino Dewatering	\$49,750.00	Build	Options
Central	Primary	Mersino Dewatering	\$49,750.00	Build	Options
Southern	Primary	Mersino Dewatering	\$49,750.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Pump: Mobile Pump

Item: 313, Godwin, CD 150S, CD 150S

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Xylem Dewatering Solutions, Inc.	\$50,119.00	Build	Options
Northern	Primary	Xylem Dewatering Solutions, Inc.	\$50,119.00	Build	Options
Central	Primary	Xylem Dewatering Solutions, Inc.	\$50,119.00	Build	Options
Southern	Primary	Xylem Dewatering Solutions, Inc.	\$50,119.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Pump: Mobile Pump

Item: 314, Holland Pumps, PT6TPC-P1104D44T, PT6TPC-P1104D44T

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Holland Pump Company	\$75,934.00	Build	Options
Northern	Primary	Holland Pump Company	\$75,934.00	Build	Options
Central	Primary	Holland Pump Company	\$75,934.00	Build	Options
Southern	Primary	Holland Pump Company	\$75,934.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Pump: Mobile Pump

Item: 315, MWI, CT006, CT006

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	MWI pumps	\$50,460.00	Build	Options
Northern	Primary	MWI pumps	\$50,460.00	Build	Options
Central	Primary	MWI pumps	\$50,460.00	Build	Options
Southern	Primary	MWI pumps	\$50,460.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Pump: Mobile Pump

Item: 316, Pioneer, PP66S12L71, PP66S12L71

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Tom Evans Environmental, Inc.	\$59,340.00	Build	Options
Northern	Primary	Tom Evans Environmental, Inc.	\$59,340.00	Build	Options
Central	Primary	Tom Evans Environmental, Inc.	\$59,340.00	Build	Options
Southern	Primary	Tom Evans Environmental, Inc.	\$59,340.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Pump: Mobile Pump

Item: 317, Thompson Pump, 6JSC, 6JSC

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Thompson Pump & Manufacturing Company Inc.	\$45,947.00	Build	Options
Northern	Primary	Thompson Pump & Manufacturing Company Inc.	\$45,947.00	Build	Options
Central	Primary	Thompson Pump & Manufacturing Company Inc.	\$45,947.00	Build	Options
Southern	Primary	Thompson Pump & Manufacturing Company Inc.	\$45,947.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Pump: Mobile Pump

Item: 318, Tradewinds, TPK66, TPK66

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Tradewinds Power Corp.	\$47,197.00	Build	Options
Northern	Primary	Tradewinds Power Corp.	\$47,197.00	Build	Options
Central	Primary	Tradewinds Power Corp.	\$47,197.00	Build	Options
Southern	Primary	Tradewinds Power Corp.	\$47,197.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Pump: Mobile Pump

Item: 321, PRIMAX-SYKES, CP, 150i

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Wastewater Solutions, LLC	\$98,561.00	Build	Options
Northern	Primary	Wastewater Solutions, LLC	\$98,561.00	Build	Options
Central	Primary	Wastewater Solutions, LLC	\$98,561.00	Build	Options
Southern	Primary	Wastewater Solutions, LLC	\$98,561.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Roadway Advisory Board: Mobile Message Board

Item: 322, AMSIG, CMS-GP465T, CMS-GP465T

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Crimson Technology Products, LLC	\$16,164.00	Build	Options
Northern	Primary	Crimson Technology Products, LLC	\$16,164.00	Build	Options
Central	Primary	Crimson Technology Products, LLC	\$16,375.00	Build	Options
Southern	Primary	Crimson Technology Products, LLC	\$16,645.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Roadway Advisory Board: Mobile Message Board

Item: 323, K&K Systems, MB9757, MB9757

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	K&K Systems, Inc.	\$13,903.00	Build	Options
Northern	Primary	K&K Systems, Inc.	\$13,903.00	Build	Options
Central	Primary	K&K Systems, Inc.	\$13,903.00	Build	Options
Southern	Primary	K&K Systems, Inc.	\$13,903.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Roadway Advisory Board: Mobile Message Board

Item: 324, Kustom Signal, Smart VMS, 2

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Crimson Technology Products, LLC	\$18,906.00	Build	Options
Northern	Primary	Crimson Technology Products, LLC	\$18,906.00	Build	Options
Central	Primary	Crimson Technology Products, LLC	\$19,169.00	Build	Options
Southern	Primary	Crimson Technology Products, LLC	\$19,420.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Roadway Advisory Board: Mobile Message Board

Item: 325, Ver-Mac, PCMS-1500, PCMS-1500

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Federal Contracts LLC DBA Federal Contracts Company	\$22,295.00	Build	Options
Northern	Primary	Federal Contracts LLC DBA Federal Contracts Company	\$22,295.00	Build	Options
Central	Primary	Federal Contracts LLC DBA Federal Contracts Company	\$22,295.00	Build	Options
Southern	Primary	Federal Contracts LLC DBA Federal Contracts Company	\$22,295.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Roadway Advisory Board: Mobile Message Board

Item: 326, Wanco, Full Size 3-Line Message Board Trailer, WTLMB-A

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Vetted Security Solutions	\$21,607.00	Build	Options
	Alternate	AramSCO, Inc.	\$22,775.00	Build	Options
	Alternate	Jet-Vac Equipment Company, LLC	\$25,219.00	Build	Options
Northern	Primary	Vetted Security Solutions	\$21,607.00	Build	Options
	Alternate	AramSCO, Inc.	\$22,775.00	Build	Options
	Alternate	Jet-Vac Equipment Company, LLC	\$25,219.00	Build	Options
Central	Primary	Vetted Security Solutions	\$21,607.00	Build	Options
	Alternate	AramSCO, Inc.	\$22,775.00	Build	Options
	Alternate	Jet-Vac Equipment Company, LLC	\$25,219.00	Build	Options
Southern	Primary	Vetted Security Solutions	\$21,607.00	Build	Options
	Alternate	AramSCO, Inc.	\$23,150.00	Build	Options
	Alternate	Jet-Vac Equipment Company, LLC	\$25,219.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Roadway Advisory Board: Mobile Message Board

Item: 327, Wanco, Full Size Full Matrix Message Board Trailer, WTMMB-A

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Vetted Security Solutions	\$22,590.00	Build	Options
	Alternate	AramSCO, Inc.	\$23,950.00	Build	Options
	Alternate	Jet-Vac Equipment Company, LLC	\$26,610.00	Build	Options
Northern	Primary	Vetted Security Solutions	\$22,590.00	Build	Options
	Alternate	AramSCO, Inc.	\$23,950.00	Build	Options
	Alternate	Jet-Vac Equipment Company, LLC	\$26,610.00	Build	Options
Central	Primary	Vetted Security Solutions	\$22,590.00	Build	Options
	Alternate	AramSCO, Inc.	\$23,950.00	Build	Options
	Alternate	Jet-Vac Equipment Company, LLC	\$26,610.00	Build	Options
Southern	Primary	Vetted Security Solutions	\$22,590.00	Build	Options
	Alternate	AramSCO, Inc.	\$24,350.00	Build	Options
	Alternate	Jet-Vac Equipment Company, LLC	\$26,610.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Roadway Advisory Board: Mobile Speed Board

Item: 331, K&K Systems, LTER12, LTER12

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	K&K Systems, Inc.	\$5,254.00	Build	Options
Northern	Primary	K&K Systems, Inc.	\$5,254.00	Build	Options
Central	Primary	K&K Systems, Inc.	\$5,254.00	Build	Options
Southern	Primary	K&K Systems, Inc.	\$5,254.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Roadway Advisory Board: Mobile Speed Board

Item: 332, Kustom Signal, Smart, 12

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Crimson Technology Products, LLC	\$8,176.00	Build	Options
Northern	Primary	Crimson Technology Products, LLC	\$8,176.00	Build	Options
Central	Primary	Crimson Technology Products, LLC	\$8,277.00	Build	Options
Southern	Primary	Crimson Technology Products, LLC	\$8,395.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Roadway Advisory Board: Mobile Speed Board

Item: 333, Ver-Mac, SP-710V, SP-710V

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Federal Contracts LLC DBA Federal Contracts Company	\$10,381.00	Build	Options
Northern	Primary	Federal Contracts LLC DBA Federal Contracts Company	\$10,381.00	Build	Options
Central	Primary	Federal Contracts LLC DBA Federal Contracts Company	\$10,381.00	Build	Options
Southern	Primary	Federal Contracts LLC DBA Federal Contracts Company	\$10,381.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Roadway Advisory Board: Mobile Speed Board

Item: 334, Wanco, Compact Radar Speed Trailer, WSDT3-S

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Aramsko, Inc.	\$10,450.00	Build	Options
	Alternate	Jet-Vac Equipment Company, LLC	\$12,476.00	Build	Options
	Alternate	Vetted Security Solutions	\$13,448.00	Build	Options
Northern	Primary	Aramsko, Inc.	\$10,450.00	Build	Options
	Alternate	Jet-Vac Equipment Company, LLC	\$12,476.00	Build	Options
	Alternate	Vetted Security Solutions	\$13,448.00	Build	Options
Central	Primary	Aramsko, Inc.	\$10,450.00	Build	Options
	Alternate	Jet-Vac Equipment Company, LLC	\$12,476.00	Build	Options
	Alternate	Vetted Security Solutions	\$13,448.00	Build	Options
Southern	Primary	Aramsko, Inc.	\$10,450.00	Build	Options
	Alternate	Jet-Vac Equipment Company, LLC	\$12,476.00	Build	Options
	Alternate	Vetted Security Solutions	\$13,448.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Roadway Advisory Board: Mobile Speed Board

Item: 335, All Traffic Solutions, INC, Shield 12 - with ATS-3 Trailer - No Cloud, 4001809FSA

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	All Traffic Solutions, Inc.	\$9,040.00	Build	Options
Northern	Primary	All Traffic Solutions, Inc.	\$9,040.00	Build	Options
Central	Primary	All Traffic Solutions, Inc.	\$9,040.00	Build	Options
Southern	Primary	All Traffic Solutions, Inc.	\$9,040.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Roadway Advisory Board: Mobile Speed Board

Item: 336, All Traffic Solutions, INC, SpeedAlert 18 - With ATS-3 Trailer - No Cloud, 4001811FSA

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	All Traffic Solutions, Inc.	\$10,367.00	Build	Options
Northern	Primary	All Traffic Solutions, Inc.	\$10,367.00	Build	Options
Central	Primary	All Traffic Solutions, Inc.	\$10,367.00	Build	Options
Southern	Primary	All Traffic Solutions, Inc.	\$10,367.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Roadway Advisory Board: Mobile Speed Board/Automatic License Plate Reader

Item: 337, Vetted Security Solutions, ALPR Speed Trailer-STANDARD, VSS-STD-SPD-VLT

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Vetted Security Solutions	\$37,012.00	Build	Options
Northern	Primary	Vetted Security Solutions	\$37,012.00	Build	Options
Central	Primary	Vetted Security Solutions	\$37,012.00	Build	Options
Southern	Primary	Vetted Security Solutions	\$37,012.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Roadway Advisory Board: Mobile Traffic Advisory/Directional Signal Board

Item: 338, AMSIG, T815, T815

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Crimson Technology Products, LLC	\$4,940.00	Build	Options
Northern	Primary	Crimson Technology Products, LLC	\$4,940.00	Build	Options
Central	Primary	Crimson Technology Products, LLC	\$5,152.00	Build	Options
Southern	Primary	Crimson Technology Products, LLC	\$5,422.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Roadway Advisory Board: Mobile Traffic Advisory/Directional Signal Board

Item: 339, K&K Systems, AT154896, AT154896

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	K&K Systems, Inc.	\$4,455.00	Build	Options
Northern	Primary	K&K Systems, Inc.	\$4,455.00	Build	Options
Central	Primary	K&K Systems, Inc.	\$4,455.00	Build	Options
Southern	Primary	K&K Systems, Inc.	\$4,455.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Roadway Advisory Board: Mobile Traffic Advisory/Directional Signal Board

Item: 340, Traffix Device, Scorpion II Trailer Attenuator with Mobile Traffic Advisory / Directional Signal Board, 10002-TL3M-12TA

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Aramsco, Inc.	\$38,950.00	Build	Options
Northern	Primary	Aramsco, Inc.	\$38,950.00	Build	Options
Central	Primary	Aramsco, Inc.	\$38,950.00	Build	Options
Southern	Primary	Aramsco, Inc.	\$39,450.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Roadway Advisory Board: Mobile Traffic Advisory/Directional Signal Board

Item: 341, Ver-Mac, ST-4825, ST-4825

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Federal Contracts LLC DBA Federal Contracts Company	\$7,459.00	Build	Options
Northern	Primary	Federal Contracts LLC DBA Federal Contracts Company	\$7,459.00	Build	Options
Central	Primary	Federal Contracts LLC DBA Federal Contracts Company	\$7,459.00	Build	Options
Southern	Primary	Federal Contracts LLC DBA Federal Contracts Company	\$7,459.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Roadway Advisory Board: Mobile Traffic Advisory/Directional Signal Board

Item: 342, Wanco, WECO Arrow Board Trailer, WTSP55-LSA

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	AramSCO, Inc.	\$5,968.00	Build	Options
	Alternate	Vetted Security Solutions	\$6,602.00	Build	Options
	Alternate	Jet-Vac Equipment Company, LLC	\$6,759.00	Build	Options
Northern	Primary	AramSCO, Inc.	\$5,968.00	Build	Options
	Alternate	Vetted Security Solutions	\$6,602.00	Build	Options
	Alternate	Jet-Vac Equipment Company, LLC	\$6,759.00	Build	Options
Central	Primary	AramSCO, Inc.	\$5,968.00	Build	Options
	Alternate	Vetted Security Solutions	\$6,602.00	Build	Options
	Alternate	Jet-Vac Equipment Company, LLC	\$6,759.00	Build	Options
Southern	Primary	AramSCO, Inc.	\$6,250.00	Build	Options
	Alternate	Vetted Security Solutions	\$6,602.00	Build	Options
	Alternate	Jet-Vac Equipment Company, LLC	\$6,759.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Roadway Advisory Board: Mobile Traffic Advisory/Directional Signal Board

Item: 343, Wanco, Metro Matrix Message Board Trailer, WVTMM-L

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Vetted Security Solutions	\$19,600.00	Build	Options
	Alternate	AramSCO, Inc.	\$19,950.00	Build	Options
	Alternate	Jet-Vac Equipment Company, LLC	\$22,100.00	Build	Options
Northern	Primary	Vetted Security Solutions	\$19,600.00	Build	Options
	Alternate	AramSCO, Inc.	\$19,950.00	Build	Options
	Alternate	Jet-Vac Equipment Company, LLC	\$22,100.00	Build	Options
Central	Primary	Vetted Security Solutions	\$19,600.00	Build	Options
	Alternate	AramSCO, Inc.	\$19,950.00	Build	Options
	Alternate	Jet-Vac Equipment Company, LLC	\$22,100.00	Build	Options
Southern	Primary	Vetted Security Solutions	\$19,600.00	Build	Options
	Alternate	AramSCO, Inc.	\$20,250.00	Build	Options
	Alternate	Jet-Vac Equipment Company, LLC	\$22,100.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Roller: Compaction Roller 30,000 lbs. - Single Drum

Item: 344, Bomag, BW177D-5, BW177D-5

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Linder Industrial Machinery	\$130,350.00	Build	Options
Northern	Primary	Linder Industrial Machinery	\$130,350.00	Build	Options
Central	Primary	Linder Industrial Machinery	\$130,350.00	Build	Options
Southern	Primary	Linder Industrial Machinery	\$130,350.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Roller: Compaction Roller 30,000 lbs. - Single Drum

Item: 345, Caterpillar, CS44, CS44

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Ring Power Corporation	\$146,209.00	Build	Options
Northern	Primary	Ring Power Corporation	\$146,209.00	Build	Options
Central	Primary	Ring Power Corporation	\$146,209.00	Build	Options
Southern	Primary	Kelly Tractor Co	\$145,623.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Roller: Compaction Roller 30,000 lbs. - Single Drum

Item: 346, Hyundai, HR140C, HR140C

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	National Equipment Dealers, LLC	\$195,187.00	Build	Options
Northern	Primary	National Equipment Dealers, LLC	\$195,187.00	Build	Options
Central	Primary	National Equipment Dealers, LLC	\$195,187.00	Build	Options
Southern	Primary	National Equipment Dealers, LLC	\$195,187.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Roller: Compaction Roller 30,000 lbs. - Single Drum

Item: 347, Sakai, SV544, SV544

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	GREAT SOUTHERN EQUIPMENT, LLC	\$137,052.00	Build	Options
Northern	Primary	GREAT SOUTHERN EQUIPMENT, LLC	\$137,052.00	Build	Options
Central	Primary	GREAT SOUTHERN EQUIPMENT, LLC	\$137,052.00	Build	Options
Southern	Primary	GREAT SOUTHERN EQUIPMENT, LLC	\$137,052.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Roller: Compaction Roller 30,000 lbs. - Single Drum

Item: 348, Case, SV207E, SV207E

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Innovative Equipment Services 2 LLC	\$124,488.00	Build	Options
Northern	Primary	Innovative Equipment Services 2 LLC	\$124,488.00	Build	Options
Central	Primary	Innovative Equipment Services 2 LLC	\$124,488.00	Build	Options
Southern	Primary	Innovative Equipment Services 2 LLC	\$124,488.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Roller: Compaction Roller 30,000 lbs. - Single Drum

Item: 349, Volvo, SD75B Single Drum Roller, SD75B

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Alta Construction Equipment Florida, LLC	\$112,486.00	Build	Options
Northern	Primary	Alta Construction Equipment Florida, LLC	\$112,486.00	Build	Options
Central	Primary	Alta Construction Equipment Florida, LLC	\$112,486.00	Build	Options
Southern	Primary	Alta Construction Equipment Florida, LLC	\$112,486.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Roller: Compaction Roller 30,000 lbs. - Single Drum

Item: 350, Hamm, HC70i Single Drum Vibratory Roller, HC70i

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Dobbs Equipment, LLC	\$125,830.00	Build	Options
Northern	Primary	Dobbs Equipment, LLC	\$125,830.00	Build	Options
Central	Primary	Dobbs Equipment, LLC	\$125,830.00	Build	Options
Southern	Primary	Dobbs Equipment, LLC	\$125,830.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Roller: Large 22,000 lbs. - Double Drum Roller - 70in. Width

Item: 351, Bomag, BW190AD-5, BW190AD-5

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Linder Industrial Machinery	\$216,040.00	Build	Options
Northern	Primary	Linder Industrial Machinery	\$216,040.00	Build	Options
Central	Primary	Linder Industrial Machinery	\$216,040.00	Build	Options
Southern	Primary	Linder Industrial Machinery	\$216,040.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Roller: Large 22,000 lbs. - Double Drum Roller - 70in. Width

Item: 352, Caterpillar, CB13, CB13

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Ring Power Corporation	\$194,255.00	Build	Options
Northern	Primary	Ring Power Corporation	\$194,255.00	Build	Options
Central	Primary	Ring Power Corporation	\$194,255.00	Build	Options
Southern	Primary	Kelly Tractor Co	\$186,671.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Roller: Large 22,000 lbs. - Double Drum Roller - 70in. Width

Item: 353, Dynapac, CC5200VI, CC5200VI

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Alta Construction Equipment Florida, LLC	\$199,120.00	Build	Options
Northern	Primary	Alta Construction Equipment Florida, LLC	\$199,120.00	Build	Options
Central	Primary	Alta Construction Equipment Florida, LLC	\$199,120.00	Build	Options
Southern	Primary	Alta Construction Equipment Florida, LLC	\$199,120.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Roller: Large 22,000 lbs. - Double Drum Roller - 70in. Width

Item: 354, Hamm, HD+90iVV, HD+90iVV

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Dobbs Equipment, LLC	\$178,250.00	Build	Options
Northern	Primary	Dobbs Equipment, LLC	\$178,250.00	Build	Options
Central	Primary	Dobbs Equipment, LLC	\$178,250.00	Build	Options
Southern	Primary	Dobbs Equipment, LLC	\$178,250.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Roller: Large 22,000 lbs. - Double Drum Roller - 70in. Width

Item: 355, Sakai, SW884, SW884

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	GREAT SOUTHERN EQUIPMENT, LLC	\$178,306.00	Build	Options
Northern	Primary	GREAT SOUTHERN EQUIPMENT, LLC	\$178,306.00	Build	Options
Central	Primary	GREAT SOUTHERN EQUIPMENT, LLC	\$178,306.00	Build	Options
Southern	Primary	GREAT SOUTHERN EQUIPMENT, LLC	\$178,306.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Roller: Large 22,000 lbs. - Double Drum Roller - 70in. Width

Item: 356, Volvo, DD120, DD120

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Alta Construction Equipment Florida, LLC	\$176,748.00	Build	Options
Northern	Primary	Alta Construction Equipment Florida, LLC	\$176,748.00	Build	Options
Central	Primary	Alta Construction Equipment Florida, LLC	\$176,748.00	Build	Options
Southern	Primary	Alta Construction Equipment Florida, LLC	\$176,748.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Roller: Large 22,000 lbs. - Double Drum Roller - 70in. Width

Item: 357, Case, DV209D, DV209D

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Innovative Equipment Services 2 LLC	\$170,922.00	Build	Options
Northern	Primary	Innovative Equipment Services 2 LLC	\$170,922.00	Build	Options
Central	Primary	Innovative Equipment Services 2 LLC	\$170,922.00	Build	Options
Southern	Primary	Innovative Equipment Services 2 LLC	\$170,922.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Roller: Small 5,400 lbs. - Double Drum Roller - 47in. Width

Item: 358, Bomag, BW120SL-5, BW120SL-5

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Linder Industrial Machinery	\$56,100.00	Build	Options
Northern	Primary	Linder Industrial Machinery	\$56,100.00	Build	Options
Central	Primary	Linder Industrial Machinery	\$56,100.00	Build	Options
Southern	Primary	Linder Industrial Machinery	\$56,100.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Roller: Small 5,400 lbs. - Double Drum Roller - 47in. Width

Item: 359, Caterpillar, CB2.7, CB2.7

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Ring Power Corporation	\$64,963.00	Build	Options
Northern	Primary	Ring Power Corporation	\$64,963.00	Build	Options
Central	Primary	Ring Power Corporation	\$64,963.00	Build	Options
Southern	Primary	Kelly Tractor Co	\$60,845.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Roller: Small 5,400 lbs. - Double Drum Roller - 47in. Width

Item: 360, Dynapac, CC1200VI, CC1200VI

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Alta Construction Equipment Florida, LLC	\$50,882.00	Build	Options
Northern	Primary	Alta Construction Equipment Florida, LLC	\$50,882.00	Build	Options
Central	Primary	Alta Construction Equipment Florida, LLC	\$50,882.00	Build	Options
Southern	Primary	Alta Construction Equipment Florida, LLC	\$50,882.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Roller: Small 5,400 lbs. - Double Drum Roller - 47in. Width

Item: 361, Hamm, HD12-WV, HD12-WV

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Dobbs Equipment, LLC	\$49,950.00	Build	Options
Northern	Primary	Dobbs Equipment, LLC	\$49,950.00	Build	Options
Central	Primary	Dobbs Equipment, LLC	\$49,950.00	Build	Options
Southern	Primary	Dobbs Equipment, LLC	\$49,950.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Roller: Small 5,400 lbs. - Double Drum Roller - 47in. Width

Item: 362, Volvo, DD25, DD25

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Alta Construction Equipment Florida, LLC	\$51,418.00	Build	Options
Northern	Primary	Alta Construction Equipment Florida, LLC	\$51,418.00	Build	Options
Central	Primary	Alta Construction Equipment Florida, LLC	\$51,418.00	Build	Options
Southern	Primary	Alta Construction Equipment Florida, LLC	\$51,418.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Roller: Small 5,400 lbs. - Double Drum Roller - 47in. Width

Item: 363, Case, DV26E, DV26E

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Innovative Equipment Services 2 LLC	\$55,222.00	Build	Options
Northern	Primary	Innovative Equipment Services 2 LLC	\$55,222.00	Build	Options
Central	Primary	Innovative Equipment Services 2 LLC	\$55,222.00	Build	Options
Southern	Primary	Innovative Equipment Services 2 LLC	\$55,222.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Sewer Cleaner: Combination Sewer Cleaning/Vacuum Machine Body - 10 cubic yd.

Item: 364, PipeHunter, VacHunter Combo, 101035 PH8C

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Texas Underground	\$335,000.00	Build	Options
Northern	Primary	Texas Underground	\$335,000.00	Build	Options
Central	Primary	Texas Underground	\$335,000.00	Build	Options
Southern	Primary	Texas Underground	\$335,000.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Sewer Cleaner: Trailer Mounted Sewer Cleaner

Item: 365, Obrien, 7018-SC, 7018-SC

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Pat`s Pump & Blower	\$97,845.00	Build	Options
Northern	Primary	Pat`s Pump & Blower	\$97,845.00	Build	Options
Central	Primary	Pat`s Pump & Blower	\$97,845.00	Build	Options
Southern	Primary	Pat`s Pump & Blower	\$97,845.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Sewer Cleaner: Trailer Mounted Sewer Cleaner

Item: 366, Sewer Equipment Co. of America, 747-FR2000, 747-FR2000

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Jet-Vac Equipment Company, LLC	\$99,556.00	Build	Options
Northern	Primary	Jet-Vac Equipment Company, LLC	\$99,556.00	Build	Options
Central	Primary	Jet-Vac Equipment Company, LLC	\$99,556.00	Build	Options
Southern	Primary	Jet-Vac Equipment Company, LLC	\$99,556.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Sewer Cleaner: Trailer Mounted Sewer Cleaner

Item: 367, Vac-Con, VecJet, VJ750

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Southern Sewer Equipment Sales	\$93,754.00	Build	Options
Northern	Primary	Southern Sewer Equipment Sales	\$93,754.00	Build	Options
Central	Primary	Southern Sewer Equipment Sales	\$93,754.00	Build	Options
Southern	Primary	Southern Sewer Equipment Sales	\$93,754.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Sewer Cleaner: Trailer Mounted Sewer Cleaner

Item: 368, Vactor, RamJet, 4018

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Environmental Products Group, Inc.	\$89,272.00	Build	Options
Northern	Primary	Environmental Products Group, Inc.	\$89,272.00	Build	Options
Central	Primary	Environmental Products Group, Inc.	\$89,272.00	Build	Options
Southern	Primary	Environmental Products Group, Inc.	\$89,272.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Sewer Cleaner: Trailer Mounted Sewer Cleaner

Item: 369, Harben, DTK 375 E-180 (Manual), DTK 375 E-180 (Manual)

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Jet-Vac Equipment Company, LLC	\$64,293.00	Build	Options
Northern	Primary	Jet-Vac Equipment Company, LLC	\$64,293.00	Build	Options
Central	Primary	Jet-Vac Equipment Company, LLC	\$64,293.00	Build	Options
Southern	Primary	Jet-Vac Equipment Company, LLC	\$64,293.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Sewer Cleaner: Trailer Mounted Sewer Cleaner

Item: 370, GAPVAX, G7 Jetter, G-Jet

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Evervac Equipment	\$234,990.00	Build	Options
Northern	Primary	Evervac Equipment	\$234,990.00	Build	Options
Central	Primary	Evervac Equipment	\$234,990.00	Build	Options
Southern	Primary	Evervac Equipment	\$234,990.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Sewer Cleaner: Trailer Mounted Sewer Cleaner

Item: 371, PipeHunter, 700 Gallon Tandem Trailer Jetter, 3744

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Texas Underground	\$83,975.00	Build	Options
Northern	Primary	Texas Underground	\$83,975.00	Build	Options
Central	Primary	Texas Underground	\$83,975.00	Build	Options
Southern	Primary	Texas Underground	\$83,975.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Sewer Cleaners: Combination Sewer Cleaning/Vacuum Machine Body - 10 cubic yd.

Item: 372, Aquatech, B-10, B-10

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Pat`s Pump & Blower	\$331,000.00	Build	Options
Northern	Primary	Pat`s Pump & Blower	\$331,000.00	Build	Options
Central	Primary	Pat`s Pump & Blower	\$331,000.00	Build	Options
Southern	Primary	Pat`s Pump & Blower	\$331,000.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Sewer Cleaners: Combination Sewer Cleaning/Vacuum Machine Body - 10 cubic yd.

Item: 374, Sewer Equipment Co. of America, 900 ECO-12YD, 900 ECO-12YD

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Jet-Vac Equipment Company, LLC	\$362,453.00	Build	Options
Northern	Primary	Jet-Vac Equipment Company, LLC	\$362,453.00	Build	Options
Central	Primary	Jet-Vac Equipment Company, LLC	\$362,453.00	Build	Options
Southern	Primary	Jet-Vac Equipment Company, LLC	\$362,453.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Sewer Cleaners: Combination Sewer Cleaning/Vacuum Machine Body - 10 cubic yd.

Item: 375, Super Products, Camel Max, 1200

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Container Systems & Equipment Co., Inc.	\$375,118.00	Build	Options
Northern	Primary	Container Systems & Equipment Co., Inc.	\$375,118.00	Build	Options
Central	Primary	Container Systems & Equipment Co., Inc.	\$375,118.00	Build	Options
Southern	Primary	Container Systems & Equipment Co., Inc.	\$375,118.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Sewer Cleaners: Combination Sewer Cleaning/Vacuum Machine Body - 10 cubic yd.

Item: 376, Vacall, AJV1010, AJV1010

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	GREAT SOUTHERN EQUIPMENT, LLC	\$293,178.00	Build	Options
Northern	Primary	GREAT SOUTHERN EQUIPMENT, LLC	\$293,178.00	Build	Options
Central	Primary	GREAT SOUTHERN EQUIPMENT, LLC	\$293,178.00	Build	Options
Southern	Primary	GREAT SOUTHERN EQUIPMENT, LLC	\$293,178.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Sewer Cleaners: Combination Sewer Cleaning/Vacuum Machine Body - 10 cubic yd.

Item: 377, Vac-Con, V311HN/1000, V311HN/1000

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Southern Sewer Equipment Sales	\$293,720.00	Build	Options
Northern	Primary	Southern Sewer Equipment Sales	\$293,720.00	Build	Options
Central	Primary	Southern Sewer Equipment Sales	\$293,720.00	Build	Options
Southern	Primary	Southern Sewer Equipment Sales	\$293,720.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Sewer Cleaners: Combination Sewer Cleaning/Vacuum Machine Body - 10 cubic yd.

Item: 378, Vac-Con, VPD4211SHAE, VPD4211SHAE

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Southern Sewer Equipment Sales	\$375,531.00	Build	Options
Northern	Primary	Southern Sewer Equipment Sales	\$375,531.00	Build	Options
Central	Primary	Southern Sewer Equipment Sales	\$375,531.00	Build	Options
Southern	Primary	Southern Sewer Equipment Sales	\$375,531.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Sewer Cleaners: Combination Sewer Cleaning/Vacuum Machine Body - 10 cubic yd.

Item: 379, Vactor, 2100I, 2100I

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Environmental Products Group, Inc.	\$342,407.00	Build	Options
Northern	Primary	Environmental Products Group, Inc.	\$342,407.00	Build	Options
Central	Primary	Environmental Products Group, Inc.	\$342,407.00	Build	Options
Southern	Primary	Environmental Products Group, Inc.	\$342,407.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Shop Tools & Equipment

Item: 380, ARI-HETRA, Brake Hub Removal Jack, WS-18-HR

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	ARI Phoenix, Inc.	\$5,875.00	Build	Options
Northern	Primary	ARI Phoenix, Inc.	\$5,875.00	Build	Options
Central	Primary	ARI Phoenix, Inc.	\$5,875.00	Build	Options
Southern	Primary	ARI Phoenix, Inc.	\$5,875.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Shop Tools & Equipment

Item: 381, ARI-HETRA, Floor Jack, WS-16124

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	ARI Phoenix, Inc.	\$4,433.00	Build	Options
Northern	Primary	ARI Phoenix, Inc.	\$4,433.00	Build	Options
Central	Primary	ARI Phoenix, Inc.	\$4,433.00	Build	Options
Southern	Primary	ARI Phoenix, Inc.	\$4,433.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Shop Tools & Equipment

Item: 382, ARI-HETRA, King Pin Press, WS-KPP143

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	ARI Phoenix, Inc.	\$9,506.00	Build	Options
Northern	Primary	ARI Phoenix, Inc.	\$9,506.00	Build	Options
Central	Primary	ARI Phoenix, Inc.	\$9,506.00	Build	Options
Southern	Primary	ARI Phoenix, Inc.	\$9,506.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Shop Tools & Equipment

Item: 383, ARI-HETRA, On Vehicle Brake Lathe, WS-BL44

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	ARI Phoenix, Inc.	\$23,411.00	Build	Options
Northern	Primary	ARI Phoenix, Inc.	\$23,411.00	Build	Options
Central	Primary	ARI Phoenix, Inc.	\$23,411.00	Build	Options
Southern	Primary	ARI Phoenix, Inc.	\$23,411.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Shop Tools & Equipment

Item: 384, ARI-HETRA, Tire Changer, WS-12645

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	ARI Phoenix, Inc.	\$21,736.00	Build	Options
Northern	Primary	ARI Phoenix, Inc.	\$21,736.00	Build	Options
Central	Primary	ARI Phoenix, Inc.	\$21,736.00	Build	Options
Southern	Primary	ARI Phoenix, Inc.	\$21,736.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Shop Tools & Equipment

Item: 385, ARI-HETRA, Tire Inflation Cage, WS-35026

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	ARI Phoenix, Inc.	\$8,270.00	Build	Options
Northern	Primary	ARI Phoenix, Inc.	\$8,270.00	Build	Options
Central	Primary	ARI Phoenix, Inc.	\$8,270.00	Build	Options
Southern	Primary	ARI Phoenix, Inc.	\$8,270.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Shop Tools & Equipment

Item: 386, ARI-HETRA, Wheel Balancer, WS-12890

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	ARI Phoenix, Inc.	\$13,816.00	Build	Options
Northern	Primary	ARI Phoenix, Inc.	\$13,816.00	Build	Options
Central	Primary	ARI Phoenix, Inc.	\$13,816.00	Build	Options
Southern	Primary	ARI Phoenix, Inc.	\$13,816.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Shop Tools & Equipment

Item: 387, ARI-HETRA, Wheel Dolly, WS-AH20440

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	ARI Phoenix, Inc.	\$4,795.00	Build	Options
Northern	Primary	ARI Phoenix, Inc.	\$4,795.00	Build	Options
Central	Primary	ARI Phoenix, Inc.	\$4,795.00	Build	Options
Southern	Primary	ARI Phoenix, Inc.	\$4,795.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Shredder: Mobile Shredder

Item: 389, Tana Shark, 440D, 440D

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Humdinger Equipment, Ltd.	\$1,131,095.00	Build	Options
Northern	Primary	Humdinger Equipment, Ltd.	\$1,131,095.00	Build	Options
Central	Primary	Humdinger Equipment, Ltd.	\$1,131,095.00	Build	Options
Southern	Primary	Humdinger Equipment, Ltd.	\$1,131,095.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Solid Waste Material Handler: Wheeled Type

Item: 390, Caterpillar, MH3022, MH3022

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Ring Power Corporation	\$366,308.00	Build	Options
Northern	Primary	Ring Power Corporation	\$366,308.00	Build	Options
Central	Primary	Ring Power Corporation	\$366,308.00	Build	Options
Southern	Primary	Kelly Tractor Co	\$338,648.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Solid Waste Material Handler: Wheeled Type

Item: 392, Volvo, EW240E MH, EW240E MH

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Alta Construction Equipment Florida, LLC	\$473,470.00	Build	Options
Northern	Primary	Alta Construction Equipment Florida, LLC	\$473,470.00	Build	Options
Central	Primary	Alta Construction Equipment Florida, LLC	\$473,470.00	Build	Options
Southern	Primary	Alta Construction Equipment Florida, LLC	\$473,470.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Solid Waste Material Handler: Wheeled Type

Item: 393, Hyundai, HW250AMH, HW250AMH

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	National Equipment Dealers, LLC	\$393,050.00	Build	Options
Northern	Primary	National Equipment Dealers, LLC	\$393,050.00	Build	Options
Central	Primary	National Equipment Dealers, LLC	\$393,050.00	Build	Options
Southern	Primary	National Equipment Dealers, LLC	\$393,050.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Solid Waste Material Handler: Wheeled Type

Item: 394, Liebherr, LH24M, LH24M

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	GREAT SOUTHERN EQUIPMENT, LLC	\$485,530.00	Build	Options
Northern	Primary	GREAT SOUTHERN EQUIPMENT, LLC	\$485,530.00	Build	Options
Central	Primary	GREAT SOUTHERN EQUIPMENT, LLC	\$485,530.00	Build	Options
Southern	Primary	GREAT SOUTHERN EQUIPMENT, LLC	\$485,530.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Stump Cutter

Item: 396, Toro, STX 38, STX 38

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Alta Construction Equipment Florida, LLC	\$37,230.00	Build	Options
Northern	Primary	Alta Construction Equipment Florida, LLC	\$37,230.00	Build	Options
Central	Primary	Alta Construction Equipment Florida, LLC	\$37,230.00	Build	Options
Southern	Primary	Alta Construction Equipment Florida, LLC	\$37,230.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Stump Cutter

Item: 397, Vermeer, SC362, SC362

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Vermeer Southeast Sales	\$30,942.00	Build	Options
Northern	Primary	Vermeer Southeast Sales	\$30,942.00	Build	Options
Central	Primary	Vermeer Southeast Sales	\$30,942.00	Build	Options
Southern	Primary	Vermeer Southeast Sales	\$30,942.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Sweeper: 3-Wheel Mechanical or Regenerative Air Sweeper

Item: 398, Elgin Pelican, NP, Elgin Pelican

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Environmental Products Group, Inc.	\$282,087.00	Build	Options
Northern	Primary	Environmental Products Group, Inc.	\$282,087.00	Build	Options
Central	Primary	Environmental Products Group, Inc.	\$282,087.00	Build	Options
Southern	Primary	Environmental Products Group, Inc.	\$282,087.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Sweeper: 3-Wheel Mechanical or Regenerative Air Sweeper

Item: 399, Global, R3, R3

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Southern Sewer Equipment Sales	\$288,129.00	Build	Options
Northern	Primary	Southern Sewer Equipment Sales	\$288,129.00	Build	Options
Central	Primary	Southern Sewer Equipment Sales	\$288,129.00	Build	Options
Southern	Primary	Southern Sewer Equipment Sales	\$288,129.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Sweeper: 3-Wheel Mechanical or Regenerative Air Sweeper

Item: 400, Global, M3, M3

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Southern Sewer Equipment Sales	\$259,696.00	Build	Options
Northern	Primary	Southern Sewer Equipment Sales	\$259,696.00	Build	Options
Central	Primary	Southern Sewer Equipment Sales	\$259,696.00	Build	Options
Southern	Primary	Southern Sewer Equipment Sales	\$259,696.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Sweeper: Cabover Mechanical Broom Street Sweeper

Item: 401, Bucher Municipal, E35m, E35m

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Pat`s Pump & Blower	\$441,920.00	Build	Options
Northern	Primary	Pat`s Pump & Blower	\$441,920.00	Build	Options
Central	Primary	Pat`s Pump & Blower	\$441,920.00	Build	Options
Southern	Primary	Pat`s Pump & Blower	\$441,920.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Sweeper: Cabover Mechanical Broom Street Sweeper

Item: 402, Elgin, Eagle, Eagle

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Environmental Products Group, Inc.	\$437,132.00	Build	Options
Northern	Primary	Environmental Products Group, Inc.	\$437,132.00	Build	Options
Central	Primary	Environmental Products Group, Inc.	\$437,132.00	Build	Options
Southern	Primary	Environmental Products Group, Inc.	\$437,132.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Sweeper: Cabover Mechanical Broom Street Sweeper

Item: 403, Schwarze Industries, M6 Avalanche, M6 Avalanche

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Industrial Truck & Equipment, LLC	\$470,272.00	Build	Options
Northern	Primary	Industrial Truck & Equipment, LLC	\$470,272.00	Build	Options
Central	Primary	Industrial Truck & Equipment, LLC	\$470,272.00	Build	Options
Southern	Primary	Industrial Truck & Equipment, LLC	\$470,272.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Sweeper: Compact Air Sweeper - 2.3 cubic yd.

Item: 404, Bucher Municipal, 5006, 5006

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Pat`s Pump & Blower	\$212,930.00	Build	Options
Northern	Primary	Pat`s Pump & Blower	\$212,930.00	Build	Options
Central	Primary	Pat`s Pump & Blower	\$212,930.00	Build	Options
Southern	Primary	Pat`s Pump & Blower	\$212,930.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Sweeper: Compact Air Sweeper - 2.3 cubic yd.

Item: 405, Dulevo, D3 Sweeper, D3

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Alta Construction Equipment Florida, LLC	\$0.00	Build	Options
Northern	Primary	Alta Construction Equipment Florida, LLC	\$0.00	Build	Options
Central	Primary	Alta Construction Equipment Florida, LLC	\$0.00	Build	Options
Southern	Primary	Alta Construction Equipment Florida, LLC	\$0.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Sweeper: Compact Air Sweeper - 2.3 cubic yd.

Item: 406, Excelway, B200, B200

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Environmental Products Group, Inc.	\$0.00		
Northern	Primary	Environmental Products Group, Inc.	\$0.00		
Central	Primary	Environmental Products Group, Inc.	\$0.00		
Southern	Primary	Environmental Products Group, Inc.	\$0.00		

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Sweeper: Regenerative Air Street Sweeper

Item: 407, Bucher Municipal, R65, R65

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Pat`s Pump & Blower	\$402,194.00	Build	Options
Northern	Primary	Pat`s Pump & Blower	\$402,194.00	Build	Options
Central	Primary	Pat`s Pump & Blower	\$402,194.00	Build	Options
Southern	Primary	Pat`s Pump & Blower	\$402,194.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Sweeper: Regenerative Air Street Sweeper

Item: 408, Elgin, Crosswind J Plus, Crosswind J Plus

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Environmental Products Group, Inc.	\$362,459.00	Build	Options
Northern	Primary	Environmental Products Group, Inc.	\$362,459.00	Build	Options
Central	Primary	Environmental Products Group, Inc.	\$362,459.00	Build	Options
Southern	Primary	Environmental Products Group, Inc.	\$362,459.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Sweeper: Regenerative Air Street Sweeper

Item: 409, Tymco, 600, 600

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Container Systems & Equipment Co., Inc.	\$348,150.00	Build	Options
Northern	Primary	Container Systems & Equipment Co., Inc.	\$348,150.00	Build	Options
Central	Primary	Container Systems & Equipment Co., Inc.	\$348,150.00	Build	Options
Southern	Primary	Container Systems & Equipment Co., Inc.	\$348,150.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Sweeper: Regenerative Air Street Sweeper

Item: 410, Schwarze Industries, A7 Tornado, A7 Tornado

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Industrial Truck & Equipment, LLC	\$333,090.00	Build	Options
Northern	Primary	Industrial Truck & Equipment, LLC	\$333,090.00	Build	Options
Central	Primary	Industrial Truck & Equipment, LLC	\$333,090.00	Build	Options
Southern	Primary	Industrial Truck & Equipment, LLC	\$333,090.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Sweeper: Regenerative Air Street Sweeper

Item: 411, Schwarze Industries, A8 Twister, A8 Twister

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Industrial Truck & Equipment, LLC	\$417,423.00	Build	Options
Northern	Primary	Industrial Truck & Equipment, LLC	\$417,423.00	Build	Options
Central	Primary	Industrial Truck & Equipment, LLC	\$417,423.00	Build	Options
Southern	Primary	Industrial Truck & Equipment, LLC	\$417,423.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Sweeper: Regenerative Air Street Sweeper

Item: 412, Schwarze Industries, A9 Monsoon, A9 Monsoon

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Industrial Truck & Equipment, LLC	\$360,006.00	Build	Options
Northern	Primary	Industrial Truck & Equipment, LLC	\$360,006.00	Build	Options
Central	Primary	Industrial Truck & Equipment, LLC	\$360,006.00	Build	Options
Southern	Primary	Industrial Truck & Equipment, LLC	\$360,006.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Sweeper: Self-Propelled Hydrostatic Broom

Item: 413, Broce, 350 Broom, 350 Broom

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Alta Construction Equipment Florida, LLC	\$82,400.00	Build	Options
Northern	Primary	Alta Construction Equipment Florida, LLC	\$82,400.00	Build	Options
Central	Primary	Alta Construction Equipment Florida, LLC	\$82,400.00	Build	Options
Southern	Primary	Alta Construction Equipment Florida, LLC	\$82,400.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Sweeper: Self-Propelled Hydrostatic Broom

Item: 414, Holder, S100, S100

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Federal Contracts LLC DBA Federal Contracts Company	\$199,538.00	Build	Options
Northern	Primary	Federal Contracts LLC DBA Federal Contracts Company	\$199,538.00	Build	Options
Central	Primary	Federal Contracts LLC DBA Federal Contracts Company	\$199,538.00	Build	Options
Southern	Primary	Federal Contracts LLC DBA Federal Contracts Company	\$199,538.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Sweeper: Self-Propelled Hydrostatic Broom

Item: 415, LeeBoy, RB-50, RB-50

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Dobbs Equipment, LLC	\$81,600.00	Build	Options
Northern	Primary	Dobbs Equipment, LLC	\$81,600.00	Build	Options
Central	Primary	Dobbs Equipment, LLC	\$81,600.00	Build	Options
Southern	Primary	Dobbs Equipment, LLC	\$81,600.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Sweeper: Self-Propelled Hydrostatic Broom

Item: 416, Superior Broom, DT74, DT74

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Linder Industrial Machinery	\$85,575.00	Build	Options
Northern	Primary	Linder Industrial Machinery	\$85,575.00	Build	Options
Central	Primary	Linder Industrial Machinery	\$85,575.00	Build	Options
Southern	Primary	Linder Industrial Machinery	\$85,575.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Sweeper: Self-Propelled Hydrostatic Broom

Item: 417, Smith Challenger, SCM400, SCM400

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Ring Power Corporation	\$139,003.00	Build	Options
Northern	Primary	Ring Power Corporation	\$139,003.00	Build	Options
Central	Primary	Ring Power Corporation	\$139,003.00	Build	Options
Southern	Primary	Kelly Tractor Co	\$147,522.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Tactical Vehicle: Skid Steer Mounted (The Rook)

Item: 418, Caterpillar, 299D3 with Rook Option, 299D3 with Rook Option

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Ring Power Corporation	\$442,400.00	Build	Options
Northern	Primary	Ring Power Corporation	\$442,400.00	Build	Options
Central	Primary	Ring Power Corporation	\$442,400.00	Build	Options
Southern	Primary	Ring Power Corporation	\$442,400.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Tool Carrier: Hydrostatic Drive

Item: 419, Alamo Group, Mantis, 155B

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Alamo Group Texas LLC	\$211,680.00	Build	Options
Northern	Primary	Alamo Group Texas LLC	\$211,680.00	Build	Options
Central	Primary	Alamo Group Texas LLC	\$211,680.00	Build	Options
Southern	Primary	Alamo Group Texas LLC	\$211,680.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Tool Carrier: Hydrostatic Drive

Item: 420, Energreen America, Kommunal, Kommunal

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Energreen America Inc	\$265,249.00	Build	Options
Northern	Primary	Energreen America Inc	\$265,249.00	Build	Options
Central	Primary	Energreen America Inc	\$265,249.00	Build	Options
Southern	Primary	Energreen America Inc	\$265,249.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Tool Carrier: Hydrostatic Drive

Item: 421, MowerMax, Tool Carrier, MMB22

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	ATMAX Equipment Co.	\$209,976.00	Build	Options
Northern	Primary	ATMAX Equipment Co.	\$209,976.00	Build	Options
Central	Primary	ATMAX Equipment Co.	\$209,976.00	Build	Options
Southern	Primary	ATMAX Equipment Co.	\$209,976.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Tractor: Agriculture Tractor - 4x2

Item: 423, Case IH, FARMALL, 100C

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Glade & Grove Supply Co LLC	\$67,572.00	Build	Options
Northern	Primary	Glade & Grove Supply Co LLC	\$67,372.00	Build	Options
Central	Primary	Glade & Grove Supply Co LLC	\$66,972.00	Build	Options
Southern	Primary	Glade & Grove Supply Co LLC	\$66,972.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Tractor: Agriculture Tractor - 4x2

Item: 424, John Deere, 5105M, 5105M

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western					
Northern					
Central	Primary	EFE, INC	\$64,770.00	Build	Options
Southern	Primary	EFE, INC	\$64,770.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Tractor: Agriculture Tractor - 4x2

Item: 425, Kubota, M5-111, M5-111

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Crystal Tractors, LLC	\$47,431.00	Build	Options
Northern	Primary	Florida Coast Equipment, Inc.	\$45,458.00	Build	Options
	Alternate	Crystal Tractors, LLC	\$46,931.00	Build	Options
Central	Primary	Florida Coast Equipment, Inc.	\$45,458.00	Build	Options
	Alternate	Crystal Tractors, LLC	\$46,931.00	Build	Options
Southern	Primary	Florida Coast Equipment, Inc.	\$45,458.00	Build	Options
	Alternate	Crystal Tractors, LLC	\$47,181.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Tractor: Agriculture Tractor - 4x2

Item: 426, Massey Ferguson, Tractor, MF4709

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Ring Power Corporation	\$51,204.00	Build	Options
Northern	Primary	Ring Power Corporation	\$51,204.00	Build	Options
Central	Primary	Kelly Tractor Co	\$49,385.00	Build	Options
	Alternate	Ring Power Corporation	\$51,204.00	Build	Options
Southern	Primary	Kelly Tractor Co	\$49,385.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Tractor: Agriculture Tractor - 4x2

Item: 427, New Holland, Powerstar, 100

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Glade & Grove Supply Co LLC	\$68,940.00	Build	Options
Northern	Primary	Glade & Grove Supply Co LLC	\$68,740.00	Build	Options
Central	Primary	Glade & Grove Supply Co LLC	\$68,340.00	Build	Options
Southern	Primary	Glade & Grove Supply Co LLC	\$68,340.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Tractor: Compact Articulating Tractor - AWD

Item: 429, Avant, 528, 528

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Alta Construction Equipment Florida, LLC	\$50,337.00	Build	Options
Northern	Primary	Alta Construction Equipment Florida, LLC	\$50,337.00	Build	Options
Central	Primary	Alta Construction Equipment Florida, LLC	\$50,337.00	Build	Options
Southern	Primary	Alta Construction Equipment Florida, LLC	\$50,337.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Tractor: Small Agriculture Tractor - 4x4

Item: 431, Bobcat, CT2035, CT2035

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Doosan Bobcat North America dba Bobcat Company	\$21,007.00	Build	Options
Northern	Primary	Doosan Bobcat North America dba Bobcat Company	\$21,007.00	Build	Options
Central	Primary	Doosan Bobcat North America dba Bobcat Company	\$21,007.00	Build	Options
Southern	Primary	Doosan Bobcat North America dba Bobcat Company	\$21,007.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Tractor: Small Agriculture Tractor - 4x4

Item: 432, Case IH, FARMALL, 35C

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Glade & Grove Supply Co LLC	\$27,611.00	Build	Options
Northern	Primary	Glade & Grove Supply Co LLC	\$27,411.00	Build	Options
Central	Primary	Glade & Grove Supply Co LLC	\$27,011.00	Build	Options
Southern	Primary	Glade & Grove Supply Co LLC	\$27,011.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Tractor: Small Agriculture Tractor - 4x4

Item: 433, John Deere, 3035D, 3035D

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western					
Northern					
Central	Primary	EFE, INC	\$21,750.00	Build	Options
Southern	Primary	EFE, INC	\$21,750.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Tractor: Small Agriculture Tractor - 4x4

Item: 434, Kubota, L3902 DT, L3902 DT

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Crystal Tractors, LLC	\$21,750.00	Build	Options
Northern	Primary	Crystal Tractors, LLC	\$21,250.00	Build	Options
	Alternate	Florida Coast Equipment, Inc.	\$21,251.00	Build	Options
Central	Primary	Crystal Tractors, LLC	\$21,100.00	Build	Options
	Alternate	Florida Coast Equipment, Inc.	\$21,251.00	Build	Options
Southern	Primary	Florida Coast Equipment, Inc.	\$21,251.00	Build	Options
	Alternate	Crystal Tractors, LLC	\$21,500.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Tractor: Small Agriculture Tractor - 4x4

Item: 435, Massey Ferguson, MF1840E, MF1840E

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western					
Northern					
Central	Primary	Kelly Tractor Co	\$24,806.00	Build	Options
Southern	Primary	Kelly Tractor Co	\$24,806.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Tractor: Small Agriculture Tractor - 4x4

Item: 436, New Holland, Boomer, 35

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Glade & Grove Supply Co LLC	\$29,365.00	Build	Options
Northern	Primary	Glade & Grove Supply Co LLC	\$29,165.00	Build	Options
Central	Primary	Glade & Grove Supply Co LLC	\$28,765.00	Build	Options
Southern	Primary	Glade & Grove Supply Co LLC	\$28,965.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Tractor: Tractor with Boom Mower - 4x4

Item: 437, Case IH, Maxxum with Motrim Boom Mower, 115

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western					
Northern					
Central					
Southern	Primary	Glade & Grove Supply Co LLC	\$183,250.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Tractor: Tractor with Boom Mower - 4x4

Item: 438, John Deere, 6120M with Tiger Bengal Boom Mower, 6120M

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Dobbs Equipment, LLC	\$216,750.00	Build	Options
Northern	Primary	Dobbs Equipment, LLC	\$216,750.00	Build	Options
Central	Primary	Dobbs Equipment, LLC	\$216,750.00	Build	Options
Southern	Primary	Dobbs Equipment, LLC	\$216,750.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Tractor: Tractor with Boom Mower - 4x4

Item: 439, John Deere, 6120M Alamo Industrial Mower, 6120M

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Alamo Group Texas LLC	\$236,126.00	Build	Options
Northern	Primary	Alamo Group Texas LLC	\$236,126.00	Build	Options
Central	Primary	Alamo Group Texas LLC	\$236,126.00	Build	Options
Southern	Primary	Alamo Group Texas LLC	\$236,126.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Tractor: Tractor with Boom Mower - 4x4

Item: 440, Kubota, M6S-111 with Terrain King KB2300 Boom Mower, M6S-111

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Alamo Group Texas LLC	\$189,648.00	Build	Options
Northern	Primary	Alamo Group Texas LLC	\$189,648.00	Build	Options
Central	Primary	Alamo Group Texas LLC	\$189,648.00	Build	Options
Southern	Primary	Alamo Group Texas LLC	\$189,648.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Tractor: Tractor with Boom Mower - 4x4

Item: 441, Massey Ferguson, 6S.145 with Diamond Boom Mower, 6S.145

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Ring Power Corporation	\$239,792.00	Build	Options
Northern	Primary	Ring Power Corporation	\$239,792.00	Build	Options
Central	Primary	Kelly Tractor Co	\$236,671.00	Build	Options
	Alternate	Ring Power Corporation	\$239,792.00	Build	Options
Southern	Primary	Kelly Tractor Co	\$236,671.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Trailer: Deck Over Equipment Trailer - 40,000 lbs. GVWR

Item: 442, Talbert, Talbert AC20, Talbert AC20

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	All Roads Kenworth, LLC.	\$41,380.00	Build	Options
Northern	Primary	All Roads Kenworth, LLC.	\$41,380.00	Build	Options
Central	Primary	All Roads Kenworth, LLC.	\$41,380.00	Build	Options
Southern	Primary	All Roads Kenworth, LLC.	\$41,380.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Trailer: Deck Over Equipment Trailer - 40,000 lbs. GVWR

Item: 443, EAGER BEAVER, Eager Beaver 20-XPT Trailer, 20XPT

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Dobbs Equipment, LLC	\$29,975.00	Build	Options
Northern	Primary	Dobbs Equipment, LLC	\$29,975.00	Build	Options
Central	Primary	Dobbs Equipment, LLC	\$29,975.00	Build	Options
Southern	Primary	Dobbs Equipment, LLC	\$29,975.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Trailer: Deck Over Equipment Trailer - 40,000 lbs. GVWR

Item: 444, INTERSTATE TRAILERS, 40DLA, 40DLA

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Dobbs Equipment, LLC	\$25,995.00	Build	Options
Northern	Primary	Dobbs Equipment, LLC	\$25,995.00	Build	Options
Central	Primary	Dobbs Equipment, LLC	\$25,995.00	Build	Options
	Alternate	Kelly Tractor Co	\$27,247.00	Build	Options
Southern	Primary	Dobbs Equipment, LLC	\$25,995.00	Build	Options
	Alternate	Kelly Tractor Co	\$27,247.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Trailer: Deck Over Equipment Trailer - 40,000 lbs. GVWR

Item: 445, Big Tex, 4XPH-20+5, 4XPH-20+5

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Texas Trailers Sales and Service	\$43,895.00	Build	Options
Northern	Primary	Texas Trailers Sales and Service	\$43,130.00	Build	Options
Central	Primary	Texas Trailers Sales and Service	\$43,410.00	Build	Options
Southern	Primary	Texas Trailers Sales and Service	\$43,960.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Trailer: Deck Over Equipment Trailer - 40,000 lbs. GVWR

Item: 446, Texas Trailers, FB2540GVB, FB2540GVB

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Texas Trailers Sales and Service	\$42,105.00	Build	Options
Northern	Primary	Texas Trailers Sales and Service	\$41,340.00	Build	Options
Central	Primary	Texas Trailers Sales and Service	\$41,620.00	Build	Options
Southern	Primary	Texas Trailers Sales and Service	\$42,170.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Trailer: Deck Over Equipment Trailer - 40,000 lbs. GVWR

Item: 541, Felling, FT-40-2 LP, FT-40-2 LP

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Federal Contracts LLC DBA Federal Contracts Company	\$41,762.00	Build	Options
Northern	Primary	Federal Contracts LLC DBA Federal Contracts Company	\$41,762.00	Build	Options
Central	Primary	Federal Contracts LLC DBA Federal Contracts Company	\$41,762.00	Build	Options
Southern					

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Trailer: Deck Over Flatbed Trailer - 16,000 lbs. GVWR

Item: 447, Big Tex, 22PH255, 22PH255

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Texas Trailers Sales and Service	\$17,890.00	Build	Options
Northern	Primary	Texas Trailers Sales and Service	\$17,240.00	Build	Options
Central	Primary	Texas Trailers Sales and Service	\$17,490.00	Build	Options
Southern	Primary	Texas Trailers Sales and Service	\$17,990.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Trailer: Deck Over Flatbed Trailer - 16,000 lbs. GVWR

Item: 448, Econoline, BP0821DE, BP0821DE

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	DeLand Truck Center, Inc.	\$12,224.00	Build	Options
Northern	Primary	DeLand Truck Center, Inc.	\$12,024.00	Build	Options
Central	Primary	DeLand Truck Center, Inc.	\$12,024.00	Build	Options
Southern	Primary	DeLand Truck Center, Inc.	\$12,224.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Trailer: Deck Over Flatbed Trailer - 16,000 lbs. GVWR

Item: 449, Felling Trailers, FT-16-2, FT-16-2

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Federal Contracts LLC DBA Federal Contracts Company	\$21,066.00	Build	Options
Northern	Primary	Federal Contracts LLC DBA Federal Contracts Company	\$21,066.00	Build	Options
Central	Primary	Federal Contracts LLC DBA Federal Contracts Company	\$21,066.00	Build	Options
	Alternate	Kelly Tractor Co	\$22,500.00	Build	Options
Southern	Primary	Kelly Tractor Co	\$22,500.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Trailer: Deck Over Flatbed Trailer - 16,000 lbs. GVWR

Item: 451, Interstate, 16BST, 16BST

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Dobbs Equipment, LLC	\$19,500.00	Build	Options
Northern	Primary	Dobbs Equipment, LLC	\$19,500.00	Build	Options
Central	Primary	Dobbs Equipment, LLC	\$19,500.00	Build	Options
	Alternate	Kelly Tractor Co	\$20,900.00	Build	Options
Southern	Primary	Dobbs Equipment, LLC	\$19,500.00	Build	Options
	Alternate	Kelly Tractor Co	\$20,900.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Trailer: Deck Over Flatbed Trailer - 16,000 lbs. GVWR

Item: 452, SURE-TRAC, ST102204SDDO-B-150, ST102204SDDO-B-150

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Crystal Tractors, LLC	\$14,964.00	Build	Options
Northern	Primary	Crystal Tractors, LLC	\$14,752.00	Build	Options
Central	Primary	Crystal Tractors, LLC	\$14,487.00	Build	Options
Southern	Primary	Crystal Tractors, LLC	\$14,858.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Trailer: Deck Over Flatbed Trailer - 16,000 lbs. GVWR

Item: 453, Texas Trailer, TX85258T, TX85258T

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Texas Trailers Sales and Service	\$13,200.00	Build	Options
Northern	Primary	Texas Trailers Sales and Service	\$12,550.00	Build	Options
Central	Primary	Texas Trailers Sales and Service	\$12,800.00	Build	Options
Southern	Primary	Texas Trailers Sales and Service	\$13,300.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Trailer: Deck Over Flatbed Trailer - 16,000 lbs. GVWR

Item: 454, Towmaster, T-16LP, T-16LP

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Ring Power Corporation	\$32,858.00	Build	Options
Northern	Primary	Ring Power Corporation	\$32,858.00	Build	Options
Central	Primary	Ring Power Corporation	\$32,858.00	Build	Options
Southern	Primary	Kelly Tractor Co	\$29,875.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Trailer: Deck Over Flatbed Trailer - 16,000 lbs. GVWR

Item: 455, Trail King, TK20LP, TK20LP

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Alta Construction Equipment Florida, LLC	\$27,500.00	Build	Options
Northern	Primary	Alta Construction Equipment Florida, LLC	\$27,500.00	Build	Options
Central	Primary	Alta Construction Equipment Florida, LLC	\$27,500.00	Build	Options
Southern	Primary	Alta Construction Equipment Florida, LLC	\$27,500.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Trailer: Deck Over Flatbed Trailer - 16,000 lbs. GVWR

Item: 456, XL Specialized Trailers, XL 24 T, XL 24 T

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Kelly Tractor Co	\$53,350.00	Build	Options
Northern	Primary	Kelly Tractor Co	\$53,350.00	Build	Options
Central	Primary	Kelly Tractor Co	\$52,350.00	Build	Options
Southern	Primary	Kelly Tractor Co	\$52,350.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Trailer: Detachable Lowboy Trailer 100,000 lbs. GVWR

Item: 458, EAGER BEAVER, Eager Beaver 50-GSL-3 Lowboy, 50-GSL-3

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Dobbs Equipment, LLC	\$73,900.00	Build	Options
Northern	Primary	Dobbs Equipment, LLC	\$73,900.00	Build	Options
Central	Primary	Dobbs Equipment, LLC	\$73,900.00	Build	Options
Southern	Primary	Dobbs Equipment, LLC	\$73,900.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Trailer: Detatchable Lowboy Trailer 100,000 lbs. GVWR

Item: 459, Talbert, Talbert 55HRG, Talbert 55HRG

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	All Roads Kenworth, LLC.	\$110,295.00	Build	Options
Northern	Primary	All Roads Kenworth, LLC.	\$110,295.00	Build	Options
Central	Primary	All Roads Kenworth, LLC.	\$110,295.00	Build	Options
Southern	Primary	All Roads Kenworth, LLC.	\$110,295.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Trailer: Enclosed Cargo Trailer - 7,000 lbs. GVWR

Item: 460, Cargo Mate, Blazer, BL716TA2

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Texas Trailers Sales and Service RIGHT TRAILERS, INC.	\$9,805.00	Build	Options
	Alternate		\$10,274.00	Build	Options
Northern	Primary	Texas Trailers Sales and Service RIGHT TRAILERS, INC.	\$9,040.00	Build	Options
	Alternate		\$10,124.00	Build	Options
Central	Primary	Texas Trailers Sales and Service RIGHT TRAILERS, INC.	\$9,320.00	Build	Options
	Alternate		\$10,024.00	Build	Options
Southern	Primary	Texas Trailers Sales and Service RIGHT TRAILERS, INC.	\$9,870.00	Build	Options
	Alternate		\$10,174.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Trailer: Enclosed Cargo Trailer - 7,000 lbs. GVWR

Item: 461, SURE-TRAC, STW8416TA, STW8416TA

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Crystal Tractors, LLC	\$11,829.00	Build	Options
Northern	Primary	Crystal Tractors, LLC	\$11,397.00	Build	Options
Central	Primary	Crystal Tractors, LLC	\$11,289.00	Build	Options
Southern	Primary	Crystal Tractors, LLC	\$11,721.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Trailer: Enclosed Cargo Trailer - 7,000 lbs. GVWR

Item: 462, Wells Cargo, HD Wagon, WHD716T2

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Texas Trailers Sales and Service	\$14,862.00	Build	Options
Northern	Primary	Texas Trailers Sales and Service	\$14,097.00	Build	Options
Central	Primary	Texas Trailers Sales and Service	\$14,377.00	Build	Options
Southern	Primary	Texas Trailers Sales and Service	\$14,927.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Trailer: Enclosed Cargo Trailer - 7,000 lbs. GVWR

Item: 463, Mission, EZEC7x16, EZEC7x16

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Texas Trailers Sales and Service	\$12,015.00	Build	Options
	Alternate	Federal Contracts LLC DBA Federal Contracts Company	\$12,594.00	Build	Options
Northern	Primary	Texas Trailers Sales and Service	\$11,250.00	Build	Options
	Alternate	Federal Contracts LLC DBA Federal Contracts Company	\$12,594.00	Build	Options
Central	Primary	Texas Trailers Sales and Service	\$11,530.00	Build	Options
	Alternate	Federal Contracts LLC DBA Federal Contracts Company	\$12,594.00	Build	Options
Southern	Primary	Texas Trailers Sales and Service	\$12,080.00	Build	Options
	Alternate	Federal Contracts LLC DBA Federal Contracts Company	\$12,594.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Trailer: Enclosed Cargo Trailer - 7,000 lbs. GVWR

Item: 464, Express, ECT7X16TA Enclosed Cargo Trailer, ECT7X16TA

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Federal Contracts LLC DBA Federal Contracts Company	\$12,697.00	Build	Options
Northern	Primary	Federal Contracts LLC DBA Federal Contracts Company	\$12,697.00	Build	Options
Central	Primary	Federal Contracts LLC DBA Federal Contracts Company	\$12,697.00	Build	Options
Southern	Primary	Federal Contracts LLC DBA Federal Contracts Company	\$12,697.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Trailer: Enclosed Utility Body/Trailer Mounted - 9,990 lbs. GVWR

Item: 465, Knapheide, Enclosed Mobile Work Station, KC132

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Knapheide Truck Equipment Center	\$38,151.00	Build	Options
Northern	Primary	Knapheide Truck Equipment Center	\$38,151.00	Build	Options
Central	Primary	Knapheide Truck Equipment Center	\$38,151.00	Build	Options
Southern	Primary	Knapheide Truck Equipment Center	\$38,151.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Trailer: Fixed Neck Lowboy Trailer - 70,000 lbs. GVWR

Item: 466, Pitts, 35-Ton Fixed Neck Lowboy, LB35-33CS

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Nationwide Haul LLC	\$36,040.00	Build	Options
	Alternate	DeLand Truck Center, Inc.	\$43,275.00	Build	Options
Northern	Primary	Nationwide Haul LLC	\$35,786.00	Build	Options
	Alternate	DeLand Truck Center, Inc.	\$43,275.00	Build	Options
Central	Primary	Nationwide Haul LLC	\$36,040.00	Build	Options
	Alternate	DeLand Truck Center, Inc.	\$43,275.00	Build	Options
Southern	Primary	Nationwide Haul LLC	\$36,040.00	Build	Options
	Alternate	DeLand Truck Center, Inc.	\$43,275.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Trailer: Fixed Neck Lowboy Trailer - 70,000 lbs. GVWR

Item: 467, Pitts, LB35-22DC Hydraulic Detachable Trailer, LB35-22DC

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Nationwide Haul LLC	\$56,084.00	Build	Options
	Alternate	DeLand Truck Center, Inc.	\$58,421.00	Build	Options
Northern	Primary	Nationwide Haul LLC	\$55,831.00	Build	Options
	Alternate	DeLand Truck Center, Inc.	\$58,421.00	Build	Options
Central	Primary	Nationwide Haul LLC	\$56,084.00	Build	Options
	Alternate	DeLand Truck Center, Inc.	\$58,421.00	Build	Options
Southern	Primary	Nationwide Haul LLC	\$56,084.00	Build	Options
	Alternate	DeLand Truck Center, Inc.	\$58,421.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Trailer: Fixed Neck Lowboy Trailer - 70,000 lbs. GVWR

Item: 543, Felling, FT-70-2 MX-L, FT-70-2 MX-L

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Federal Contracts LLC DBA Federal Contracts Company	\$51,925.00	Build	Options
Northern	Primary	Federal Contracts LLC DBA Federal Contracts Company	\$51,925.00	Build	Options
Central	Primary	Federal Contracts LLC DBA Federal Contracts Company	\$51,925.00	Build	Options
Southern					

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Trailer: Hydraulic Drop Deck Trailer - 13,500 lbs. GVWR

Item: 468, Air Tow Trailers, UT1410 Utility, UT1410

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Texas Trailers Sales and Service	\$21,555.00	Build	Options
Northern	Primary	Texas Trailers Sales and Service	\$20,790.00	Build	Options
Central	Primary	Texas Trailers Sales and Service	\$21,070.00	Build	Options
Southern	Primary	Texas Trailers Sales and Service	\$21,620.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Trailer: Hydraulic Tail Trailer - 70,000 lbs. GVWR

Item: 469, Felling Trailers, FT-70-2-PL-HT, FT-70-2-PL-HT

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Federal Contracts LLC DBA Federal Contracts Company	\$81,800.00	Build	Options
Northern	Primary	Federal Contracts LLC DBA Federal Contracts Company	\$81,800.00	Build	Options
Central	Primary	Federal Contracts LLC DBA Federal Contracts Company	\$81,800.00	Build	Options
	Alternate	Kelly Tractor Co	\$91,415.00	Build	Options
Southern	Primary	Kelly Tractor Co	\$91,415.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Trailer: Hydraulic Tail Trailer - 70,000 lbs. GVWR

Item: 472, Towmaster, T-70HT, T-70HT

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Ring Power Corporation	\$130,736.00	Build	Options
Northern	Primary	Ring Power Corporation	\$130,736.00	Build	Options
Central	Primary	Ring Power Corporation	\$130,736.00	Build	Options
Southern	Primary	Kelly Tractor Co	\$124,100.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Trailer: Hydraulic Tail Trailer - 70,000 lbs. GVWR

Item: 473, Trail King, TK80HT, TK80HT

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Alta Construction Equipment Florida, LLC	\$104,475.00	Build	Options
Northern	Primary	Alta Construction Equipment Florida, LLC	\$104,475.00	Build	Options
Central	Primary	Alta Construction Equipment Florida, LLC	\$104,475.00	Build	Options
Southern	Primary	Alta Construction Equipment Florida, LLC	\$104,475.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Trailer: Hydraulic Tail Trailer - 70,000 lbs. GVWR

Item: 474, XL Specialized Trailers, XL 80PT, XL 80PT

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Nationwide Haul LLC	\$104,029.00	Build	Options
	Alternate	Kelly Tractor Co	\$121,740.00	Build	Options
Northern	Primary	Nationwide Haul LLC	\$103,829.00	Build	Options
	Alternate	Kelly Tractor Co	\$121,740.00	Build	Options
Central	Primary	Nationwide Haul LLC	\$104,029.00	Build	Options
	Alternate	Kelly Tractor Co	\$120,740.00	Build	Options
Southern	Primary	Nationwide Haul LLC	\$104,434.00	Build	Options
	Alternate	Kelly Tractor Co	\$120,740.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Trailer: Hydraulic Tail Trailer - 70,000 lbs. GVWR

Item: 475, Talbert, Talbert 35HT, Talbert 35HT

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	All Roads Kenworth, LLC.	\$127,496.00	Build	Options
Northern	Primary	All Roads Kenworth, LLC.	\$127,496.00	Build	Options
Central	Primary	All Roads Kenworth, LLC.	\$127,496.00	Build	Options
Southern	Primary	All Roads Kenworth, LLC.	\$127,496.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Trailer: Leachate Tanker 6,500 gallons

Item: 476, MACLTT, Liquid tank trailer, SRX-6500-1-2-NC

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Nationwide Haul LLC	\$138,583.00	Build	Options
Northern	Primary	Nationwide Haul LLC	\$138,583.00	Build	Options
Central	Primary	Nationwide Haul LLC	\$138,583.00	Build	Options
Southern	Primary	Nationwide Haul LLC	\$138,583.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Trailer: Livestock Trailer - 7,000 lbs. GVWR

Item: 477, Delta Trailers, 500ES-16, 500ES-16

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Texas Trailers Sales and Service	\$11,133.00	Build	Options
Northern	Primary	Texas Trailers Sales and Service	\$10,368.00	Build	Options
Central	Primary	Texas Trailers Sales and Service	\$10,648.00	Build	Options
Southern	Primary	Texas Trailers Sales and Service	\$11,198.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Trailer: Livestock Trailer - 7,000 lbs. GVWR

Item: 478, Frontier Trailers, LIV167LITE, LIV167LITE

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Texas Trailers Sales and Service	\$17,505.00	Build	Options
Northern	Primary	Texas Trailers Sales and Service	\$16,740.00	Build	Options
Central	Primary	Texas Trailers Sales and Service	\$17,020.00	Build	Options
Southern	Primary	Texas Trailers Sales and Service	\$17,570.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Trailer: Livestock Trailer - 7,000 lbs. GVWR

Item: 479, Texas Trailers, ST1610B, ST1610B

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Texas Trailers Sales and Service	\$16,495.00	Build	Options
Northern	Primary	Texas Trailers Sales and Service	\$15,730.00	Build	Options
Central	Primary	Texas Trailers Sales and Service	\$16,010.00	Build	Options
Southern	Primary	Texas Trailers Sales and Service	\$16,560.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Trailer: Pull Behind Dump Trailer - 14,000 lbs. GVWR

Item: 480, Big Tex, 14LP-14, 14LP-14

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Texas Trailers Sales and Service RIGHT TRAILERS, INC.	\$10,890.00	Build	Options
	Alternate		\$11,112.00	Build	Options
Northern	Primary	Texas Trailers Sales and Service RIGHT TRAILERS, INC.	\$10,240.00	Build	Options
	Alternate		\$10,962.00	Build	Options
Central	Primary	Texas Trailers Sales and Service RIGHT TRAILERS, INC.	\$10,490.00	Build	Options
	Alternate		\$10,862.00	Build	Options
Southern	Primary	Texas Trailers Sales and Service RIGHT TRAILERS, INC.	\$10,990.00	Build	Options
	Alternate		\$11,012.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Trailer: Pull Behind Dump Trailer - 14,000 lbs. GVWR

Item: 481, Felling, FT-14 DT HD, FT-14 DT HD

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Federal Contracts LLC DBA Federal Contracts Company	\$21,217.00	Build	Options
Northern	Primary	Federal Contracts LLC DBA Federal Contracts Company	\$21,217.00	Build	Options
Central	Primary	Federal Contracts LLC DBA Federal Contracts Company	\$21,217.00	Build	Options
	Alternate	Kelly Tractor Co	\$22,145.00	Build	Options
Southern	Primary	Kelly Tractor Co	\$22,145.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Trailer: Pull Behind Dump Trailer - 14,000 lbs. GVWR

Item: 482, SURE-TRAC, ST8214HLOD-B-140, ST8214HLOD-B-140

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Crystal Tractors, LLC	\$13,338.00	Build	Options
Northern	Primary	Crystal Tractors, LLC	\$13,126.00	Build	Options
Central	Primary	Crystal Tractors, LLC	\$12,861.00	Build	Options
Southern	Primary	Crystal Tractors, LLC	\$13,232.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Trailer: Pull Behind Dump Trailer - 14,000 lbs. GVWR

Item: 483, Towmaster, T-12HD, T-12HD

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western					
Northern					
Central					
Southern	Primary	Kelly Tractor Co	\$22,565.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Trailer: Refrigeration/Freezer Trailer - 7,000 lbs. GVWR

Item: 484, Polar King Mobile Trailers, PKM612, PKM612

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Texas Trailers Sales and Service	\$37,480.00	Build	Options
Northern	Primary	Texas Trailers Sales and Service	\$36,715.00	Build	Options
Central	Primary	Texas Trailers Sales and Service	\$36,995.00	Build	Options
Southern	Primary	Texas Trailers Sales and Service	\$37,545.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Trailer: Utility/Equipment Trailer - 7,000 lbs. GVWR

Item: 485, Big Tex, 70PI-16, 70PI-16

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Texas Trailers Sales and Service RIGHT TRAILERS, INC.	\$4,550.00	Build	Options
	Alternate		\$4,767.00	Build	Options
Northern	Primary	Texas Trailers Sales and Service RIGHT TRAILERS, INC.	\$3,900.00	Build	Options
	Alternate		\$4,617.00	Build	Options
Central	Primary	Texas Trailers Sales and Service RIGHT TRAILERS, INC.	\$4,150.00	Build	Options
	Alternate		\$4,517.00	Build	Options
Southern	Primary	Texas Trailers Sales and Service RIGHT TRAILERS, INC.	\$4,650.00	Build	Options
	Alternate		\$4,667.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Trailer: Utility/Equipment Trailer - 7,000 lbs. GVWR

Item: 486, Mission, MLS6.5X16 2.0, MLS6.5X16 2.0

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Texas Trailers Sales and Service	\$7,450.00	Build	Options
Northern	Primary	Texas Trailers Sales and Service	\$6,647.00	Build	Options
Central	Primary	Texas Trailers Sales and Service	\$6,940.00	Build	Options
Southern	Primary	Texas Trailers Sales and Service	\$7,518.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Trailer: Utility/Equipment Trailer - 7,000 lbs. GVWR

Item: 487, Texas Trailers, UT61670GV, UT61670GV

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Texas Trailers Sales and Service	\$5,615.00	Build	Options
Northern	Primary	Texas Trailers Sales and Service	\$5,065.00	Build	Options
Central	Primary	Texas Trailers Sales and Service	\$5,215.00	Build	Options
Southern	Primary	Texas Trailers Sales and Service	\$5,715.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Trailer: Waste Trailer with Walking Floor

Item: 488, East Manufacturing, Unloader, 48FT

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western					
Northern					
Central	Primary	Rechtien International Trucks	\$105,499.00	Build	Options
Southern	Primary	Rechtien International Trucks	\$105,499.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Trailer: Waste Trailer with Walking Floor

Item: 489, Mac Trailer, TNSP48MF, TNSP48MF

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Nationwide Haul LLC	\$97,930.00	Build	Options
	Alternate	Industrial Truck & Equipment, LLC	\$98,410.00	Build	Options
Northern	Primary	Nationwide Haul LLC	\$97,930.00	Build	Options
	Alternate	Industrial Truck & Equipment, LLC	\$98,410.00	Build	Options
Central	Primary	Nationwide Haul LLC	\$97,930.00	Build	Options
	Alternate	Industrial Truck & Equipment, LLC	\$98,410.00	Build	Options
Southern	Primary	Nationwide Haul LLC	\$97,930.00	Build	Options
	Alternate	Industrial Truck & Equipment, LLC	\$98,410.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Trailer: Waste Trailer with Walking Floor

Item: 490, Steco, AW048102, AW048102

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	DeLand Truck Center, Inc.	\$110,821.00	Build	Options
Northern	Primary	DeLand Truck Center, Inc.	\$110,821.00	Build	Options
Central	Primary	DeLand Truck Center, Inc.	\$110,821.00	Build	Options
Southern	Primary	DeLand Truck Center, Inc.	\$110,821.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Trailer: Waste Trailer with Walking Floor

Item: 491, Warren Equipment Inc., WMFT-AS, WMFT-AS-48102

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Warren Equipment Inc	\$99,000.00	Build	Options
Northern	Primary	Warren Equipment Inc	\$99,000.00	Build	Options
Central	Primary	Warren Equipment Inc	\$99,000.00	Build	Options
Southern	Primary	Warren Equipment Inc	\$99,000.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Transfer Switch: 600 Amp Automatic Transfer Switch

Item: 493, ASCO, Series 300, Series 300

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Mid Florida Diesel, Inc	\$5,580.00	Build	Options
	Alternate	Genserve LLC	\$6,720.00	Build	Options
	Alternate	ACF Standby Systems	\$7,300.00	Build	Options
Northern	Primary	Mid Florida Diesel, Inc	\$5,580.00	Build	Options
	Alternate	Genserve LLC	\$6,720.00	Build	Options
	Alternate	ACF Standby Systems	\$7,300.00	Build	Options
Central	Primary	Mid Florida Diesel, Inc	\$5,580.00	Build	Options
	Alternate	Genserve LLC	\$6,720.00	Build	Options
	Alternate	ACF Standby Systems	\$7,300.00	Build	Options
Southern	Primary	Mid Florida Diesel, Inc	\$5,580.00	Build	Options
	Alternate	Genserve LLC	\$6,720.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Transfer Switch: 600 Amp Automatic Transfer Switch

Item: 494, Caterpillar, CG, CG

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Ring Power Corporation	\$13,400.00	Build	Options
Northern	Primary	Ring Power Corporation	\$13,400.00	Build	Options
Central	Primary	Ring Power Corporation	\$13,400.00	Build	Options
Southern					

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Transfer Switch: 600 Amp Automatic Transfer Switch

Item: 495, Generac, TX/PSTS-600, TX/PSTS-600

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	ACF Standby Systems	\$7,500.00	Build	Options
Northern	Primary	ACF Standby Systems	\$7,500.00	Build	Options
Central	Primary	ACF Standby Systems	\$7,500.00	Build	Options
Southern	Primary	Genset Services, Inc.	\$7,905.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Transfer Switch: 600 Amp Automatic Transfer Switch

Item: 496, Thomson, Auto Transfer Switch, TS 870

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Tradewinds Power Corp.	\$10,545.00	Build	Options
Northern	Primary	Tradewinds Power Corp.	\$10,545.00	Build	Options
Central	Primary	Tradewinds Power Corp.	\$10,545.00	Build	Options
Southern	Primary	Tradewinds Power Corp.	\$10,545.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Trencher: Walk Behind Trencher

Item: 497, Vermeer, RTX250, RTX250

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Vermeer Southeast Sales	\$23,136.00	Build	Options
Northern	Primary	Vermeer Southeast Sales	\$23,136.00	Build	Options
Central	Primary	Vermeer Southeast Sales	\$23,136.00	Build	Options
Southern	Primary	Vermeer Southeast Sales	\$23,136.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Underground Locating Equipment: Ground Penetrating Radar

Item: 498, US Radar, Quantaum Imager, Q4300

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Vermeer Southeast Sales	\$25,107.00	Build	Options
Northern	Primary	Vermeer Southeast Sales	\$25,107.00	Build	Options
Central	Primary	Vermeer Southeast Sales	\$25,107.00	Build	Options
Southern	Primary	Vermeer Southeast Sales	\$25,107.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Underground Locating Equipment: Utility Locator

Item: 499, Vermeer, Verifier G-3, G-3

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Vermeer Southeast Sales	\$5,960.00	Build	Options
Northern	Primary	Vermeer Southeast Sales	\$5,960.00	Build	Options
Central	Primary	Vermeer Southeast Sales	\$5,960.00	Build	Options
Southern	Primary	Vermeer Southeast Sales	\$5,960.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Vehicle Lift: Mobile - 2 Column, Cabled

Item: 500, ARI-Hetra, LP-10-2-AJ, LP-10-2-AJ

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	ARI Phoenix, Inc.	\$26,466.00	Build	Options
Northern	Primary	ARI Phoenix, Inc.	\$26,466.00	Build	Options
Central	Primary	ARI Phoenix, Inc.	\$26,466.00	Build	Options
Southern	Primary	ARI Phoenix, Inc.	\$26,466.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Vehicle Lift: Mobile - 2 Column, Wireless

Item: 503, ARI-Hetra, BPW-10-2-AJ, BPW-10-2-AJ

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	ARI Phoenix, Inc.	\$27,988.00	Build	Options
Northern	Primary	ARI Phoenix, Inc.	\$27,988.00	Build	Options
Central	Primary	ARI Phoenix, Inc.	\$27,988.00	Build	Options
Southern	Primary	ARI Phoenix, Inc.	\$27,988.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Vehicle Lift: Mobile - 2 Column, Wireless

Item: 504, Challenger, CLHM-190-2, CLHM-190-2

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Liftnow Automotive Equipment Corp.	\$25,990.00	Build	Options
	Alternate	JOBBERE EQUIPMENT WAREHOUSE INC	\$30,647.00	Build	Options
Northern	Primary	Liftnow Automotive Equipment Corp.	\$25,990.00	Build	Options
	Alternate	JOBBERE EQUIPMENT WAREHOUSE INC	\$30,647.00	Build	Options
Central	Primary	Liftnow Automotive Equipment Corp.	\$25,990.00	Build	Options
	Alternate	JOBBERE EQUIPMENT WAREHOUSE INC	\$30,647.00	Build	Options
Southern	Primary	Liftnow Automotive Equipment Corp.	\$25,990.00	Build	Options
	Alternate	JOBBERE EQUIPMENT WAREHOUSE INC	\$30,647.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Vehicle Lift: Mobile - 4 Column, Cabled

Item: 507, ARI-Hetra, LP-10-4-AJ, LP-10-4-AJ

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	ARI Phoenix, Inc.	\$52,117.00	Build	Options
Northern	Primary	ARI Phoenix, Inc.	\$52,117.00	Build	Options
Central	Primary	ARI Phoenix, Inc.	\$52,117.00	Build	Options
Southern	Primary	ARI Phoenix, Inc.	\$52,117.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Vehicle Lift: Mobile - 4 Column, Wireless

Item: 510, ARI-Hetra, BPW-10-4-AJ, BPW-10-4-AJ

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	ARI Phoenix, Inc.	\$56,607.00	Build	Options
Northern	Primary	ARI Phoenix, Inc.	\$56,607.00	Build	Options
Central	Primary	ARI Phoenix, Inc.	\$56,607.00	Build	Options
Southern	Primary	ARI Phoenix, Inc.	\$56,607.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Vehicle Lift: Mobile - 4 Column, Wireless

Item: 511, Challenger, CLHM-190-4, CLHM-190-4

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Liftnow Automotive Equipment Corp.	\$51,980.00	Build	Options
	Alternate	JOBBERE EQUIPMENT WAREHOUSE INC	\$61,094.00	Build	Options
Northern	Primary	Liftnow Automotive Equipment Corp.	\$51,980.00	Build	Options
	Alternate	JOBBERE EQUIPMENT WAREHOUSE INC	\$61,094.00	Build	Options
Central	Primary	Liftnow Automotive Equipment Corp.	\$51,980.00	Build	Options
	Alternate	JOBBERE EQUIPMENT WAREHOUSE INC	\$61,094.00	Build	Options
Southern	Primary	Liftnow Automotive Equipment Corp.	\$51,980.00	Build	Options
	Alternate	JOBBERE EQUIPMENT WAREHOUSE INC	\$61,094.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Vehicle Lift: Mobile - 6 Column, Cabled

Item: 514, ARI-Hetra, LP-10-6-AJ, LP-10-6-AJ

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	ARI Phoenix, Inc.	\$77,768.00	Build	Options
Northern	Primary	ARI Phoenix, Inc.	\$77,768.00	Build	Options
Central	Primary	ARI Phoenix, Inc.	\$77,768.00	Build	Options
Southern	Primary	ARI Phoenix, Inc.	\$77,768.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Vehicle Lift: Mobile - 6 Column, Wireless

Item: 517, ARI-Hetra, BPW-10-6-AJ, BPW-10-6-AJ

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	ARI Phoenix, Inc.	\$84,916.00	Build	Options
Northern	Primary	ARI Phoenix, Inc.	\$84,916.00	Build	Options
Central	Primary	ARI Phoenix, Inc.	\$84,916.00	Build	Options
Southern	Primary	ARI Phoenix, Inc.	\$84,916.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Vehicle Lift: Mobile - 6 Column, Wireless

Item: 518, Challenger, CLHM-190-6, CLHM-190-6

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Liftnow Automotive Equipment Corp.	\$77,970.00	Build	Options
	Alternate	JOBBERE EQUIPMENT WAREHOUSE INC	\$91,642.00	Build	Options
Northern	Primary	Liftnow Automotive Equipment Corp.	\$77,970.00	Build	Options
	Alternate	JOBBERE EQUIPMENT WAREHOUSE INC	\$91,642.00	Build	Options
Central	Primary	Liftnow Automotive Equipment Corp.	\$77,970.00	Build	Options
	Alternate	JOBBERE EQUIPMENT WAREHOUSE INC	\$91,642.00	Build	Options
Southern	Primary	Liftnow Automotive Equipment Corp.	\$77,970.00	Build	Options
	Alternate	JOBBERE EQUIPMENT WAREHOUSE INC	\$91,642.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Vehicle Lift: Mobile - 8 Column, Wireless

Item: 522, ARI-Hetra, BPW-10-8-AJ, BPW-10-8-AJ

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	ARI Phoenix, Inc.	\$113,213.00	Build	Options
Northern	Primary	ARI Phoenix, Inc.	\$113,213.00	Build	Options
Central	Primary	ARI Phoenix, Inc.	\$113,213.00	Build	Options
Southern	Primary	ARI Phoenix, Inc.	\$113,213.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Vehicle Lift: Mobile - 8 Column, Wireless

Item: 523, Challenger, CLHM-190-8, CLHM-190-8

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Liftnow Automotive Equipment Corp.	\$103,960.00	Build	Options
	Alternate	JOBBERS EQUIPMENT WAREHOUSE INC	\$122,189.00	Build	Options
Northern	Primary	Liftnow Automotive Equipment Corp.	\$103,960.00	Build	Options
	Alternate	JOBBERS EQUIPMENT WAREHOUSE INC	\$122,189.00	Build	Options
Central	Primary	Liftnow Automotive Equipment Corp.	\$103,960.00	Build	Options
	Alternate	JOBBERS EQUIPMENT WAREHOUSE INC	\$122,189.00	Build	Options
Southern	Primary	Liftnow Automotive Equipment Corp.	\$103,960.00	Build	Options
	Alternate	JOBBERS EQUIPMENT WAREHOUSE INC	\$122,189.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Vehicle Lift: Stationary - 2 Post Symmetric Stationary Vehicle Lift 12k

Item: 527, Challenger, CL 12-LC, CL 12-LC

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Liftnow Automotive Equipment Corp.	\$9,941.00	Build	Options
	Alternate	JOBBERE EQUIPMENT WAREHOUSE INC	\$13,270.00	Build	Options
Northern	Primary	Liftnow Automotive Equipment Corp.	\$9,941.00	Build	Options
	Alternate	JOBBERE EQUIPMENT WAREHOUSE INC	\$13,270.00	Build	Options
Central	Primary	Liftnow Automotive Equipment Corp.	\$9,941.00	Build	Options
	Alternate	JOBBERE EQUIPMENT WAREHOUSE INC	\$13,270.00	Build	Options
Southern	Primary	Liftnow Automotive Equipment Corp.	\$9,941.00	Build	Options
	Alternate	JOBBERE EQUIPMENT WAREHOUSE INC	\$13,270.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Vehicle Lift: Stationary - 2 Post Symmetric Stationary Vehicle Lift 15k

Item: 529, Challenger, 15000-3S, 15000-3S

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Liftnow Automotive Equipment Corp.	\$21,249.00	Build	Options
	Alternate	JOBBERE EQUIPMENT WAREHOUSE INC	\$27,822.00	Build	Options
Northern	Primary	Liftnow Automotive Equipment Corp.	\$21,249.00	Build	Options
	Alternate	JOBBERE EQUIPMENT WAREHOUSE INC	\$27,822.00	Build	Options
Central	Primary	Liftnow Automotive Equipment Corp.	\$21,249.00	Build	Options
	Alternate	JOBBERE EQUIPMENT WAREHOUSE INC	\$27,822.00	Build	Options
Southern	Primary	Liftnow Automotive Equipment Corp.	\$21,249.00	Build	Options
	Alternate	JOBBERE EQUIPMENT WAREHOUSE INC	\$27,822.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Vehicle Lift: Stationary - 2 Post Symmetric Stationary Vehicle Lift 18k

Item: 531, Challenger, 18000, 18000

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Liftnow Automotive Equipment Corp.	\$26,347.00	Build	Options
	Alternate	JOBBERE EQUIPMENT WAREHOUSE INC	\$33,708.00	Build	Options
Northern	Primary	Liftnow Automotive Equipment Corp.	\$26,347.00	Build	Options
	Alternate	JOBBERE EQUIPMENT WAREHOUSE INC	\$33,708.00	Build	Options
Central	Primary	Liftnow Automotive Equipment Corp.	\$26,347.00	Build	Options
	Alternate	JOBBERE EQUIPMENT WAREHOUSE INC	\$33,708.00	Build	Options
Southern	Primary	Liftnow Automotive Equipment Corp.	\$26,347.00	Build	Options
	Alternate	JOBBERE EQUIPMENT WAREHOUSE INC	\$33,708.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Vehicle Lift: Stationary - 2 Post Versymmetric Stationary Vehicle Lift 10k

Item: 533, Challenger, CL10V3, CL10V3

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Liftnow Automotive Equipment Corp.	\$6,595.00	Build	Options
	Alternate	JOBBERE EQUIPMENT WAREHOUSE INC	\$8,541.00	Build	Options
Northern	Primary	Liftnow Automotive Equipment Corp.	\$6,595.00	Build	Options
	Alternate	JOBBERE EQUIPMENT WAREHOUSE INC	\$8,541.00	Build	Options
Central	Primary	Liftnow Automotive Equipment Corp.	\$6,595.00	Build	Options
	Alternate	JOBBERE EQUIPMENT WAREHOUSE INC	\$8,541.00	Build	Options
Southern	Primary	Liftnow Automotive Equipment Corp.	\$6,595.00	Build	Options
	Alternate	JOBBERE EQUIPMENT WAREHOUSE INC	\$8,541.00	Build	Options

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Vehicle Lift: Stationary - 4 Column, Alignment Lift with Front/Rear Jacks and Integrated Turntables and Slip Plates 14k

Item: 534, Challenger, AR4115XAO, AR4115XAO

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Liftnow Automotive Equipment Corp.	\$26,030.00	Build	Options
	Alternate	JOBBERS EQUIPMENT WAREHOUSE INC	\$35,663.00	Build	
Northern	Primary	Liftnow Automotive Equipment Corp.	\$26,030.00	Build	Options
	Alternate	JOBBERS EQUIPMENT WAREHOUSE INC	\$35,663.00	Build	
Central	Primary	Liftnow Automotive Equipment Corp.	\$26,030.00	Build	Options
	Alternate	JOBBERS EQUIPMENT WAREHOUSE INC	\$35,663.00	Build	
Southern	Primary	Liftnow Automotive Equipment Corp.	\$26,030.00	Build	Options
	Alternate	JOBBERS EQUIPMENT WAREHOUSE INC	\$35,663.00	Build	

FSA Cooperative Purchasing Program



FSA23-EQU21.1: Equipment How to Order

How to Purchase



FSA Cooperative Purchasing Program



FSA23-EQU21.1: Equipment Terms & Conditions

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1.0 GENERAL CONDITIONS

1.01 BID CORRESPONDENCE

All correspondence regarding this bid should be directed to the Florida Sheriffs Association, "FSA". Please be sure to reference the bid number and title and provide your contact information. Communication for this Invitation to Bid should be identified by contract number and title and directed to:

Florida Sheriffs Association
Attn: Cooperative Purchasing Program Coordinator
2617 Mahan Drive
Tallahassee, FL 32308
E-mail: CPP@flsheriffs.org

1.02 PURPOSE

The Florida Sheriffs Association invites interested Bidders, including manufacturers and dealers or authorized representatives to submit responses in accordance with these solicitation documents. The FSA Cooperative Purchasing Program will conduct the solicitation process and administer the resulting contract. The purpose of this bid is to establish contracts with manufacturers and manufacturer's authorized dealers for contract terms specified under Section 1.03 for the purchase of items on a "no trade-in basis."

1.03 TERM OF CONTRACT

The term for Contracts FSA23-VEL31.0 Pursuit, Administrative and Other Vehicles and FSA23-VEH21.0 Heavy Trucks and Buses shall remain in effect for one year from date of contract execution by the FSA, and may be extended by mutual agreement, at the sole option and discretion of the FSA. The initial term of these contracts begins October 1, 2023, and ends September 30, 2024.

The term for Contract FSA23-EQU21.0 Equipment shall remain in effect for two years from date of contract execution by the FSA, and may be extended by mutual agreement, at the sole option and discretion of the FSA. The initial term of this contract begins October 1, 2023, and ends September 30, 2025.

Contract extensions will only be executed when the FSA determines, based on then-existing conditions, that it is in the best interest of the FSA and the purchasers to do so.

1.04 JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue shall lie in the appropriate court in and for Leon County, Florida.

1.05 SHERIFF AS COUNTY CONSTITUTIONAL OFFICER

The Offices of the Sheriff in the State of Florida are constitutional offices of the State of Florida. Each has the authority either individually or collectively to execute contracts for all goods and services for the proper conduct of that office. Section 30.53, Florida Statutes, exempts the sheriffs' offices from the provisions of the Florida Statute that would otherwise require sealed and competitive bidding procedures.

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The Office of the Sheriff is not required by law to accept the lowest priced proposal and may reject any or all of the proposals without recourse. Bidders are solely responsible for their own bid preparation costs and nothing in this solicitation in any way obligates the participating sheriffs' offices for any payment for any activity or costs incurred by any Bidder in responding to this solicitation.

1.06 FUNDING

In the case of certain purchasers, including state agencies, funds expended for the purposes of the contract must be appropriated by the Florida Legislature, the individual participating agency or the agency's appropriating authority for each fiscal year included within the contract period. For such agencies, their performances and obligations to pay for products or services under any resulting contract, or purchase order, are contingent upon such an annual appropriation by the Legislature, individual agency or by the appropriating authority. Therefore, any contract or purchase order with such an agency shall automatically terminate without penalty or termination costs in the event of non-appropriation.

1.07 CURRENCY

All transaction amounts, bids, quotes, provisions, payments or any part of this contract relating to currency are to be made in United States Dollars.

1.08 GENERAL DEFINITIONS

The terms used in this contract are defined as the following:

- A. **Base Specification:** Written descriptions of the minimum requirements for each item or item group developed by the FSA CPP for Bidders to bid on. These item requirements may be unique to FSA CPP and require additional components to the manufacturer's standard item.
- B. **Bid System:** The online forum used for the submission of bids and review of bid results for the specifications connected to this Invitation to Bid. VendorLink is the software used for this bid.
- C. **Bidder:** A bidder or enterprise that submits a formal bid to the Florida Sheriffs Association Cooperative Purchasing Program in accordance with the Florida Sheriffs Association Cooperative Purchasing Program Terms and Conditions. A bidder, that is not the manufacturer, must be authorized by the manufacturer to market and sell an item for which they are bidding.
- D. **Build sheet:** A document from the Bidder that confirms that the item submitted by Bidders meets or exceeds the FSA CPP Base Specification. Build sheets include, but are not limited to, the factory options list and door data plate information for vehicles that include details such as engine size and transmission, paint codes, production date, axle code, etc.
- E. **Dealer:** An enterprise authorized by the manufacturer to market, sell, provide, and service the items for the Florida Sheriffs Association Cooperative Purchasing Program. Dealers may be Vendor-owned and controlled, in whole or in part, or independently owned and controlled.
- F. **End User:** A term used to distinguish the person who ultimately uses or is intended to use a product or for whom a product is designed for use.

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- G. **Factory:** Refers to the manufacturer produced products.
- H. **Fleet Advisory Committee (committee):** An employee of a sheriff's office or other local governmental agency, or person who FSA CPP identifies as a subject matter expert who assists with the development of bid specifications and evaluation of bid responses. The committee makes recommendations to the FSA CPP and is not responsible for final awards.
- I. **Florida Sheriffs Association Cooperative Purchasing Program (FSA CPP):** The entity that administers the Invitation to Bid and contract administration functions for the resulting contract(s).
- J. **Invitation to Bid:** A competitive solicitation and award process established through the issuance of an invitation to Bidders, vendors, dealers and manufacturers to submit a price offer on a specific product to be provided. This term shall include the Bid Specifications available to Bidders on the Bid System and references to solicitation documents. The term shall not include requests for proposals, requests for quotes, requests for letters of interest, or the solicitation of purchase orders based on oral or written quotations.
- K. **Manufacturer:** The original producer or provider of items offered on this contract.
- L. **Manufacturer's Suggested Retail Price (MSRP):** Manufacturer's Suggested Retail Price (MSRP) represents the Manufacturer's recommended retail selling price, list price, published list price, or other usual and customary price that would be paid by the purchaser. The following are acceptable sources of current MSRPs and MSRP Lists for use in submission of the bid solicitation and the resulting contract:
 - a. Manufacturer's Computer Printouts
 - b. Chrome Systems, Inc.'s PC Carbook Plus and PC Carbook Fleet Edition
 - c. Manufacturer's Annual U.S. Price Book
 - d. Manufacturer's official website
- M. **Non-Scheduled Option:** Any optional new or unused component, feature or configuration that is not included or listed in the Base Specifications or options provided by the Vendor.
- N. **Production Cutoff:** A date used by manufacturers to notify vendors and dealers that the manufacturer has reached maximum capacity for orders or are discontinuing the production of an item. Vehicle manufacturers use this term when referring to any given model year for production.
- O. **Published List Price:** A standard "quantity of one" price currently available to government and educational purchasers, excluding cooperative or volume discounts.
- P. **Purchase Order:** A request for order from a purchaser to an awarded Vendor for an item that has been awarded on this contract. Purchase Orders placed using this contract formalize the terms and conditions of this contract under which a Vendor furnishes items to a purchaser.
- Q. **Purchaser:** A purchaser is an entity that seeks to obtain items awarded on this contract by meeting the eligible user criteria.
- R. **Qualification Packet:** This document contains the required forms, attestations, authorizations, and organizational information needed by Bidders to submit a successful and complete bid.

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- S. Terms & Conditions: This document, which serves as the governing Invitation to Bid and contract for the identified FSA CPP Invitation to Bid and resulting contract(s). Standard regulations, processes, procedures, and compliance requirements are identified herein. Bidders complete a qualification packet during the bid process indicating they agree to comply with the Terms & Conditions, and that this will serve as a contract for both parties, should the Bidder(s) receive award.
- T. Third Party Supplier: Businesses external to a Bidder or Vendor that provide products and services which contribute to the overall finished item in this contract. Third Party Suppliers are contractors under the direction and responsibility of the Bidder or Vendor.
- U. Vendor: The Bidder(s) that receive award, who agree to provide the contract items that meet the requirements and Base Specifications of the contract. The Vendor must agree to the Terms & Conditions, which will serve as the governing contract. If the Vendor is not the manufacturer, the Vendor must be authorized by the manufacturer to market, sell, provide, and service all awarded items.
- V. Vendor Installed: A product or service provided by the Vendor or other third party; not the factory.

1.09 ELIGIBLE PURCHASERS OF CONTRACT

Awarded bid contract prices, will be extended and guaranteed to the Florida Sheriffs Association, any unit of local government, political subdivision or agency of the State of Florida. This includes, but is not limited to counties, municipalities, sheriffs' offices, clerks, property appraisers, tax collectors, supervisors of elections, school boards or districts, water management districts, other special districts, police and fire departments, emergency response units, state universities and colleges, or other state, local or regional government entities within the State of Florida. Eligible purchaser also includes all Eligible Users as defined in F.A.C. 60A-1.001(2).

All purchasers are bound by applicable Federal and State law, local ordinances, rules and regulations for purchases made under this contract. Participating agencies cannot guarantee any order other than those ordered by the individual agency.

In addition, awarded bids can be extended and guaranteed to other entities, which can include out-of-state sales, in accordance with Vendors' individual manufacturers' agreements. Vendors that wish to extend contract pricing to entities other than those defined here are governed by their manufacturers' agreements and must agree to the Terms & Conditions.

1.10 LEGAL REQUIREMENTS

Federal, State, and local laws, ordinances, rules and regulations, including any applicable motor vehicle dealer laws, that in any manner affect the items covered herein apply. Lack of knowledge by the Bidder of applicable legal requirements will in no way be a cause for relief from responsibility.

Bidders have the option to certify that they are willing to accept purchase orders funded in whole or in part with federal funds. By opting in, Bidders certify that they are willing to comply with the requirements outlined in Appendix D upon receipt of a federally funded purchase order. This is not a requirement of the Invitation to Bid or contract. Bidders are not required to opt-in; however, they are required to indicate whether they will opt-in or opt-out of receiving federally funded purchase orders. FSA CPP has taken actions to provide and develop information, materials, and resources for Bidders, Vendors and purchasers that will assist in the use of federal funding with this

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contract. It is the responsibility of the purchaser to determine compliance for each Vendor, if they wish to use federal funds for purchase or intend to request reimbursements using federal funds.

1.11 PATENTS & ROYALTIES

The Bidder/Vendor, without exception, shall indemnify and hold harmless the Florida Sheriffs Association (FSA) and its employees from liability of any nature or kind, including costs and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the FSA or a purchaser.

If the Bidder/Vendor uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the bid prices shall include all royalties or costs in any way arising, directly or indirectly, from the use of such design, device, or materials in any way involved in the work.

1.12 FEDERAL AND STATE STANDARDS

It is the intent of FSA CPP that all specifications herein are in full and complete compliance with all Federal and State of Florida laws, requirements, and regulations applicable to the type and class of commodities and contractual services being provided.

In addition, any applicable Federal or State legal or regulatory requirements that become effective during the term of the Terms & Conditions, regarding the items and services specifications, safety, and environmental requirements shall immediately become a part of the Terms & Conditions. The Vendor shall meet or exceed any such requirements of the laws and regulations. If an apparent conflict exists, the Vendor shall contact the FSA CPP immediately.

1.13 UNDERWRITERS' LABORATORIES

Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall be Underwriters' Laboratories, or U.L., listed or re-examination listing where such has been established by U.L. for the item(s) offered and furnished.

1.14 AMERICANS WITH DISABILITIES ACT

To request this material in accessible format, sign language interpreters, information on access for persons with disabilities, or any accommodation to review any document or participate in any FSA sponsored proceeding, please contact FSA Human Resources at (850) 877-2165 five business days in advance to initiate your request. TTY users may also call the Florida Relay Service at 711.

1.15 REASONABLE ACCOMMODATION

In accordance with the Title II of the Americans with Disabilities Act, any person requiring an accommodation because of a disability at the bid opening must contact the FSA Human Resources at (850) 877-2165.

1.16 DISADVANTAGED BUSINESSES

As part of the solicitation process FSA CPP makes information publicly available to potentially qualified entities, and conducts additional outreach to qualified:

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- Small businesses,
- Minority-owned small businesses,
- Women-owned small business enterprises, and
- Disadvantaged business enterprises.

FSA CPP takes necessary affirmative steps to ensure that minority businesses, women's business enterprises, and labor surplus area firms are used, when possible, as recommended by 2 C.F.R. § 200.321. FSA CPP will:

- Evaluate whether small, minority, and women's businesses are potential sources,
- Place those qualified small and minority businesses and women's business enterprises on solicitation lists, and
- Search the Small Business Administration, Minority Business Development Agency, and Labor Surplus Area reports for additional potential sources.

Bidders self-certify in the qualification packet whether they meet the state and federal definitions of a small business, minority-owned small business, women-owned small business enterprise, and disadvantaged business.

1.17 ANTI-DISCRIMINATION

The Bidder certifies that they are in compliance as applicable by federal or state law with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.

1.18 BEST COMMERCIAL PRACTICES

The apparent silence or omission of any description from the specifications shall be regarded as meaning that only the best commercial practices, size, and design are to be used. All workmanship is to be first quality. All interpretations of this specification shall be upon the basis of this statement.

1.19 PUBLIC ENTITY CRIMES (PEC)

In accordance with the Public Entity Crimes Act, Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida Department of Management Services following a conviction for public entity crimes 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 vendor, supplier, sub-vendor, or consultant under a contract with a 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 36 months from the date of being placed on the convicted vendor list.

1.20 TAX EXEMPTION

Purchasers making a purchase pursuant to the awarded bid are generally exempt from Federal Excise and State Sales Tax. It is the responsibility of the Vendor to verify that the purchaser is exempt by obtaining the purchaser's Federal Excise and State Taxes and Use Certificate Number.

The Florida Sheriffs Association is a 501(c)3 organization and is exempt from all Federal Excise and State Taxes. The FSA State Sales Tax and Use Certificate Number is 85-8012646919C-3.

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1.21 ORDER OF PRECEDENCE IN THE EVENT OF CONFLICT

In the event of conflict, the conflict may be resolved in the following order of priority (highest to lowest):

- Addenda to Contract Terms & Conditions, if issued
- Contract Conditions
- General Conditions
- Addenda to Bid Specifications, if issued
- Bid Specifications
- Bidder Instructions

1.22 COMMUNICATIONS

Communications between a Bidder, lobbyist or consultant and FSA are limited to matters of process or procedure and shall be made in writing to the FSA CPP Staff.

Bidders should not rely on representations, statements, or explanations other than those made in this Invitation to Bid or in any written addendum to this Invitation to Bid, and no oral representations, statements, or explanations shall be deemed to bind the FSA or eligible users.

1.23 CLARIFICATION AND ADDENDA

Any questions or clarifications concerning the Invitation to Bid shall be submitted to FSA CPP by e-mail to CPP@flsheriffs.org with the bid title and number referenced on all correspondence. Final questions must be received by the date for Request for Clarification stated on the Bid Calendar. Questions and answers will be posted to the FSA CPP website on the date indicated on the Bid Calendar. Questions received during the cone of silence date listed on the bid calendar will not be addressed, except as provided herein.

Interpretation of the specifications or any solicitation documents will **not** be made to the Bidder verbally, and if any verbal clarifications are provided, they are without legal effect. FSA CPP will make every attempt to e-mail updates to registered Bidders. However, posting to the FSA CPP website or the Bid System constitutes proper notice of addenda.

The FSA CPP shall issue a Formal Addendum if substantial changes that impact the submission of bids are required. Any such addenda shall be binding on the Bidder and shall become a part of the solicitation document. In the event of conflict with the original specifications, addenda shall govern to the extent specified. Subsequent Formal Addenda shall govern over prior Formal Addenda only to the extent specified. The FSA will not be responsible for any explanation or interpretation made verbally or in writing except those made through the posting of a Formal Addendum.

The bid submission constitutes acknowledgment of addenda to the Bid Specifications. Bids that fail to account for the specification addenda shall be determined to be nonresponsive; however, the FSA CPP may waive this requirement when in its best interest.

After the start of the contract term, FSA CPP will notify all Vendors of any addenda and will require acknowledgement of the new terms and conditions. If the Vendor does not agree to the new terms and conditions, the Vendor's award can be removed or replaced by another Vendor or qualified responsive bidder.

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1.24 SIGNED BID CONSIDERED AN OFFER

The signed bid shall be considered an offer on the part of the Bidder, which offer shall be deemed accepted upon approval by the FSA CPP. The bid submission must be signed by an authorized representative. Submission of a bid in the FSA CPP Bid System constitutes a signed bid for purposes of bid evaluation. An electronic signature may be used and shall have the same force and effect as a written signature.

1.25 ASSIGNMENT OF CONTRACT

No right or interest in this contract may be assigned, transferred, conveyed, sublet or otherwise disposed of, without prior written consent of the FSA CPP.

If the original Vendor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor-in-interest must perform all obligations under this contract. FSA CPP reserves the right to reject the acquiring entity as Vendor. A change of name agreement will not change the contractual obligations of the Vendor.

In the event a manufacturer reassigns the product line to an alternate company, the Vendor is required to notify the FSA CPP in writing of the change within 10 business days of the reassignment. If the Vendor is not already an approved FSA CPP Vendor, the alternate company is required to submit a Qualifications Packet to the FSA CPP to become an approved Vendor prior to conducting any qualified sales. FSA CPP may approve such assignments of existing or new vendors at its discretion. The Vendor is required to honor the contract pricing and all of the applicable Terms & Conditions throughout the remaining term of the contract.

1.26 TERMINATION OF PRODUCT LINE

If a Vendor terminates a product line (manufacturer or brand), the Vendor is required to notify the FSA CPP within 10 business days of the decision not to retain the product line. FSA CPP may remove the terminated products from the contract.

1.27 DEMONSTRATION OF COMPETENCY

Bidders must be able to demonstrate a good record of performance for a reasonable period of time, and have sufficient financial support, equipment and organization to ensure they can satisfactorily execute the services if awarded a contract under the terms and conditions herein stated.

The terms "equipment" and "organization" as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practices in the industry and as determined by the FSA CPP.

The FSA CPP may consider any evidence available and may require submission of supporting documentation regarding the financial, technical and other qualifications and abilities of a Bidder, including past performance with the FSA CPP in making the award.

FSA CPP may inspect the Bidder's facility prior to the award of contract. Bids will only be considered from firms which are regularly engaged in the business of providing the goods or services described in this Invitation to Bid.

Information submitted in the bid may not be plagiarized and, except in the case of materials quoted from this solicitation or developed by the manufacturer, must be the original work of the individual or company that submits the bid for evaluation.

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1.28 VENDOR ABILITY TO PERFORM

The FSA CPP may require Bidders to show proof that they have been designated as authorized representatives of a manufacturer or supplier, which is the actual source of supply. In these instances, the FSA CPP may also require information from the source of supply regarding the quality, packaging and characteristics of the products. Any conflicts between this material information provided by the source of supply and the information contained in the bid submission may render the bid nonresponsive.

During the contract period, FSA CPP may review the Vendor's record of performance and may require submission of supporting documentation to ensure that the Vendor is providing sufficient financial support, equipment and organization.

If the FSA CPP determines that the Vendor no longer possesses the financial support, equipment and organization in order to comply with this section, FSA has the authority to immediately terminate the contract.

By responding to this Invitation to Bid, the Vendor warrants that, to the best of his or her knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Vendor's ability to satisfy the obligations of a resulting contract. The Vendor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Vendor shall immediately notify the FSA CPP and purchaser in writing if its ability to perform is compromised in any manner during the term of the contract.

1.29 FINANCIAL RESPONSIBILITY

Bidder affirms by the submission of the bid and by signature on the contract signature form that the Bidder:

- Has fully read and understands the scope, nature, and quality of work to be performed or the services to be rendered under this bid and has adequate facilities and personnel to fulfill such requirements.
- Accepts the financial responsibility associated with this bid and declares that they have the access to capital (in the form of liquidity or credit lines) in order to meet the financial demands of such award.
- Has assessed the financial responsibility required to serve the contract as bid, including such details as the obligations to perform all items bid, zones bid, and quantities that could be ordered, as well as timing of payment from purchasers, which can be 45 calendar days from receipt of invoice.

1.30 QUALITY AND SAFETY

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new. The items bid must be new, the latest model, of the best quality, and highest-grade workmanship that meet or exceed federal safety standards.

Items requiring certification should require certification of options in cases where non-certified options could result in the decertification of the original product or warranty. In all cases where options are not certified, the Vendor must disclose to the end user that the non-certified options are not required to be certified. All options must meet or exceed federal safety standards.

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1.31 NONCONFORMANCE

Items may be tested for conformance with specifications. Items delivered that do not conform to specifications may be rejected and returned at the Vendor's expense.

Any violation of these stipulations may also result in:

- Vendor's name being removed from the awarded vendor list.
- FSA and purchasers being advised not to do business with Vendor.

1.32 GRATUITIES

Bidders shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the FSA, for the purpose of influencing consideration of this bid. Bidders shall disclose in writing any conflicts of interest to FSA prior to any award, or as soon as practicable after learning of any such conflict, including any contractual or employment relationships with FSA or potential purchasers of Bidders' products or services.

1.33 TIE BIDS

FSA CPP has the right to award multiple Bidders the primary or alternate award in the event of a tie. In the event the FSA CPP desires to break tie bids, and businesses have qualifying drug-free work programs, the award will be made using the following criteria:

- Bidder within the State of Florida
- Vendors' performance record with purchasers
- Coin Toss

1.34 RIGHT TO AUDIT

Vendor shall establish and maintain a reasonable accounting system that enables FSA CPP to readily identify Vendor's sales. FSA CPP and its authorized representatives shall have the right to audit and to make copies of all related records pertaining to this contract, including all government sales and eligible user information, whether kept by or under the control of the Vendor, including, but not limited to those kept by its employees, agents, assigns, successors, sub-vendors, or third-party suppliers in whatever form they may be kept – written or electronic. Such records shall include, but not be limited to:

- Accounting records, including but not limited to purchase orders, confirmation of orders or invoices, paid vouchers, cancelled checks, deposit slips, ledgers, and bank statements;
- Written policies and procedures;
- Subcontract files (including proposals of successful and unsuccessful Bidders, bid recaps, etc.);
- Original estimates, quotes, or work sheets;
- Contract amendments and change order files;
- Insurance documents; or
- Memoranda or correspondence.

Vendor shall maintain such records during the term of this contract and for a period of three (3) years after the completion of this contract. At the Vendor's expense and upon written notice from FSA CPP, the Vendor shall provide such records for inspection and audit by FSA CPP or its authorized representatives. Such records shall be made available to FSA CPP during normal business hours within three business days of receipt of the written notice. FSA CPP may select the Vendor's place of business or offsite location for the audit. The FSA CPP may also request the Vendor provide requested records via e-mail.

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Vendor shall ensure FSA has these rights with Vendor's employees, agents, assigns, successors, and third-party suppliers, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Vendor and any sub-vendors to the extent that those subcontracts or agreements relate to fulfillment of the Vendor's obligations to FSA.

Professional fees, personnel costs and travel costs incurred by FSA under its authority to audit and not addressed elsewhere will be the responsibility of the FSA. However, if the audit identifies underreporting, overpricing or overcharges (of any nature) by the Vendor to FSA or a purchaser in excess of three percent (3%) of the total contract billings, the Vendor shall reimburse FSA for the total costs of the audit not to exceed \$5,000. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, FSA may recoup all the costs of the audit work from the Vendor.

Any adjustments or payments that must be made as a result of any such audit or inspection of the Vendor's invoices or records shall be made within a reasonable amount of time (not to exceed 60 calendar days) from presentation of FSA's findings to Vendor.

FSA has the right to assess damages or seek reimbursements or refunds based on audit results.

1.35 LICENSES AND PERMITS

The Bidder shall obtain and pay for all licenses, permits and inspection fees for this bid submission and any resulting contract. Where Vendors are required to enter or go onto FSA or purchaser property to deliver materials or perform work or services as a result of a bid award, the Vendor will assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance.

The Bidder must, by the time of award, be registered to do business in the State of Florida on SunBiz.gov.

1.36 PERFORMANCE BONDS

Purchasers may request a performance bond from a Vendor. Performance bonds are recommended with pre-payment and will be at the expense of the requesting agency. Purchasers should determine the best practice in comparing performance bond expense against any prior discounts that may be available.

1.37 ELIMINATION FROM CONSIDERATION

This Invitation to Bid shall not be awarded to any person or Bidder who has outstanding debts to the FSA, whether in relation to current or previous bid awards or for other business purposes.

1.38 INDEPENDENT PREPARATION

A Bidder shall not, directly or indirectly, collude, consult, communicate or agree with any other Bidder as to any matter related to the bid each is submitting. Additionally, a Bidder shall not induce any other Bidder to modify, withdraw, submit, or not submit a bid.

Bidders or Vendors who are found to have engaged in these acts will be considered nonresponsive and will be suspended or barred from bid participation. Any contract award resulting from these acts may be terminated for

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default. Further, any such acts detected by the FSA may be reported to relevant law enforcement and/or prosecutorial agencies.

Bidders may submit multiple bids without violating this provision if the bid submitted is not from the same manufacturer and product line. Dealers that share the same ownership may submit multiple bids without violating this provision if the Bidders are not in the same region featuring the same manufacturer and product line.

1.39 DEFAULT

In case of default on the part of Vendor, the FSA CPP may take necessary steps to otherwise procure the products sought, including but not limited to procuring the products or services from the next highest ranked Bidder or from other sources. A defaulting Vendor may be held liable for costs incurred by the FSA in procuring replacement products.

1.40 PROTESTS AND ARBITRATION

Any person who is adversely affected by the decision or intended decision to award shall file a "Notice of Protest" in writing to the FSA CPP within three (3) business days after the posting of the Intent to Award and shall file a formal written protest within five (5) business days after filing the Notice of Protest. Failure to file both a notice of protest and a formal written protest within the above referenced timelines shall constitute a waiver of proceedings.

The burden is on the party protesting the award of the bid to establish grounds for invalidating the award(s). The formal written protest must state with particularity the facts and law upon which the protest is based. Options are for informational purposes only and will not serve as a basis for protest. Failure to do so will result in a denial of protest. Formal written protest which states with particularity the facts and law upon which the protest is based will be reviewed by FSA legal counsel for legal soundness and validity, and corrective action will be taken as needed contingent upon the validity of such claims. However, any additional time required and cost incurred by the FSA to substantiate a protesting party's claim(s) beyond the normal scope of its legal review due to the vague or inconclusive nature of the protesting party's filing will be reimbursable to the FSA and deducted from the protesting party's bond or security which must accompany their filing.

Any Bidder who files an action protesting a decision or intended decision pertaining to this contract shall post a bond, cashier's check or money order payable to the Florida Sheriffs Association in the amount equal to ten percent of the item being protested. The bond, cashier's check or money order must be filed at the time of filing the formal written protest or within the five (5) business day period allowed for filing the formal written protest. FSA CPP will provide the amount required within two (2) business days of the notice of protest received. This bond or security will be conditioned upon the payment of all costs which may be adjudged against the protesting party in a court of law and/or to reimburse the FSA for additional legal expenses incurred and required to substantiate the protesting party's claim(s). Failure to post the bond or security requirement within the time allowed for filing will result in a denial of protest. The filing of the protest shall not stay the implementation of the bid award by the Florida Sheriffs Association.

Should the unsuccessful Bidder(s) decide to appeal the decision of the FSA, they shall file a notice to FSA CPP within three (3) business days of the FSA bid protest decision regarding their intent to request arbitration. A demand for arbitration with the American Arbitration Association's (AAA) commercial panel under its rules and regulations must be made within ten (10) business days of the FSA bid protest decision. Any person who files for an arbitration with the AAA shall post with the Florida Sheriffs Association at the time of filing the formal written arbitration request, a bond, cashier's check or money order payable to the Florida Sheriffs Association in the

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amount equal to ten percent of the product line being protested. This amount will be the same amount as the FSA CPP provided at the time of filing the initial protest. Failure to provide written notice to FSA CPP, file a demand for arbitration with the AAA, or failure to post the required bond and security requirement within the specified timelines shall constitute a waiver of arbitration proceedings. By responding to this procurement, the Bidder expressly agrees to the use of mandatory binding arbitration to resolve any appeals of the decision of the FSA, and any claims arising from or in any way relating to the procurement process, and expressly waives any and all rights that it may otherwise have to pursue such claims in any other forum, judicial or otherwise.

If the party filing for arbitration does not prevail, it shall pay all costs, legal expenses and attorney fees of the prevailing party incurred in connection with the arbitration. However, if the filing party prevails, the parties shall share equally the fees and expenses of the arbitration and AAA and each shall bear the cost of their own attorney fees. The filing for arbitration shall not stay the implementation of the bid award by the Florida Sheriffs Association.

1.41 NONPERFORMANCE

By virtue of the bid submission, Bidder acknowledges its obligation to sell items in all zones for which it is awarded. Upon award, failure of the Vendor to comply with these requirements may result in the imposition of liquidated damages of up to \$1,000 per item, which amount the Vendor agrees is reasonable, or probation, suspension, termination or a combination thereof from current and future bids at the FSA CPP's discretion.

The Vendor shall at all times during the contract term remain responsive and responsible. In determining Vendor's responsibility, the FSA CPP shall consider all information or evidence that demonstrates the Vendor's ability or willingness to fully satisfy the requirements of the Terms & Conditions.

Vendors that are not in compliance with any of the provisions of this contract can be assessed liquidated damages, suspended or terminated from the contract. The FSA CPP at its sole discretion may remove a noncompliant Vendor from future competitive bid solicitations; or take other actions including suspension from the contract until compliance issues are resolved, limit current or future vendor participation by items or zones, or other actions as determined by FSA CPP at its sole discretion.

At FSA CPP's discretion, Vendors may be required to develop corrective action plans to address contract compliance. Failure to abide by corrective action plans will result termination from the existing contract and future competitive bid solicitations at the discretion of the FSA CPP.

In situations where there is evidence that the Vendor has engaged in egregious breaches of the contract with respect to either the FSA CPP and/or the purchaser, the contract can be terminated and the Vendor will be removed from future solicitations for a period of up to three (3) years, or a permanent ban from the bid process at the sole discretion of FSA CPP.

Specific conditions for termination include, but are not limited to; failure to perform, refusal to accept orders during the contract period while manufacturer orders are still being accepted for current model year or the new year if the vehicle is price protected by the factory, charging amounts exceeding MSRP on factory or Vendor installed items and packages, requiring the purchase of additional options over and above the base vehicle as a condition of acceptance of order, providing aftermarket options where factory options are available without the consent of the purchaser, any misrepresentation of optional equipment or service as being factory that fails to meet the definition as described in this document, and any other practice deemed to be inconsistent with the intent of the contract.

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Any Vendor presented with a valid Purchase Order consistent with Vendor bid quotes or other agreed upon terms and pricing is required by this contract to accept such purchase order and deliver the product. Purchase Orders must be fulfilled whether or not the Purchase Order includes options. The Vendor must deliver this product in accordance with the Terms & Conditions – regardless of whether doing so will provide the Vendor with a profit or loss.

Failure to deliver the item may result in the purchaser seeking damages for the difference of cost to issue a new Purchase Order with another Vendor plus any legal fees and damages that may be incurred in the process to facilitate a completed order. Additionally, FSA CPP may seek damages for nonpayment of administrative fees, to which FSA CPP is entitled, according to Section 3.28, and any attorney's fees incurred in the recovery of these damages.

1.42 SEVERABILITY

In the event any provision of this contract is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the contract, which shall remain in full force and effect and enforceable in accordance with its terms.

1.43 TERMINATION FOR CAUSE

If through any cause within the reasonable control of the Vendor, it shall fail to fulfill in a timely manner, or otherwise violate any of the terms of this contract, the FSA CPP shall have the right to terminate the services remaining to be performed. Written notice of the deficiencies shall be given to the Vendor and unless the deficiencies are corrected within 10 business days, the contract may be terminated for cause immediately. The right to exercise the option to terminate for cause shall be in the sole discretion of the FSA CPP, and the failure to exercise such right shall not be deemed to constitute a waiver of this right.

In the event of a termination for cause, the purchaser shall compensate the successful Bidder in accordance with the contract for all services performed by the successful Bidder prior to termination, net of any costs incurred by the purchaser and FSA as a consequence of the default.

Notwithstanding the above, the Vendor shall not be relieved of liability to the FSA for damages sustained by the FSA by virtue of any breach of the contract by the Vendor, and the FSA CPP may reasonably withhold payments to the Vendor for the purposes of offset until such time as the exact amount of damages due the FSA from the Vendor is determined.

1.44 TERMINATION WITHOUT CAUSE

The FSA CPP can terminate the contract in whole or part without cause by giving written notice to the Vendor of such termination, which shall become effective 30 calendar days following receipt by Vendor of such notice.

In the event of a termination without cause, all finished or unfinished documents and other materials shall be properly delivered to the FSA CPP.

The Vendor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the contract, if any. The Vendor shall not be entitled to recover any lost profits that the Vendor expected to earn on the balance of the contract or cancellation charges.

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Any payments to the Vendor shall be only to the total extent of the purchaser liability for goods or services delivered prior to the date of notice to terminate the contract.

1.45 CONTRACT ADVERTISEMENT AND USE OF FSA LOGO

The FSA logo is an official logo of the Florida Sheriffs Association designed to promote the program. The logo may be used by Vendors in accordance with this policy. Use of the logo is limited to the original version received from the FSA. Modifications are not permitted.

Methods of use include, but are not limited to:

- Electronic mediums such as websites, digital marketing campaigns, social media and e-mail; or
- Print media such as forms, marketing campaigns, business cards, posters, banners, brochures, flyers and postcards.

Vendors may request use of the logo by contacting cpp@flsheriffs.org, and should include a brief description of how the Vendor intends to use the logo. The official FSA sheriff's star and wreath logo may not be used without prior written permission.

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2.0 BIDDER INSTRUCTIONS

2.01 QUALIFICATION

Bidders are required to complete the qualification packet as part of the bid submission. A Bidder becomes a qualified bidder if they comply with this section and Section 2.11, Mandatory Pre-Bid Meeting.

Qualification Packet information required for bid qualification include:

- Qualification form
 - Contact Information
 - Business Profile
 - References
 - Disqualifications & Defaults
 - Warranty Service Plan Attestation
 - Emergency Technician Attestation
- Compliance Attestations
 - E-Verify
 - Drug-Free Workplace
 - Workers Compensation
 - Compliance with Applicable Federal, State, and Local Laws and Ordinances
- Federal Compliance
- If willing to comply with the requirements applicable to federally funded purchase orders, Federal Compliance Certifications
 - Certification Regarding Debarment and Suspension
 - Certification Regarding Lobbying
- Contract Signature Form
- Insurance Checklist
 - Certificates of Insurance due five days prior to award

The qualification packet is located on the Bid System.

2.02 LICENSING AND FACILITIES

Bidders are required to obtain all required licenses, including any applicable motor vehicle dealer licenses, and registrations, and comply with all applicable Federal, State, and local laws and ordinances, including any applicable motor vehicle dealer laws, in order to bid on any motor vehicle.

Bidders must maintain a repair facility within the State of Florida to provide warranty service for the items bid. If Bidders do not have a facility, the Bidder must be able to assist purchasers in obtaining warranty work as authorized by the manufacturer.

If a Bidder does not maintain a facility within the State of Florida, the Bidder must have a plan as to how the Bidder would service Florida purchasers if awarded the contract. This warranty service plan must demonstrate that the warranty work will be timely and satisfactorily performed and should include:

- Whether the warranty service provider is approved by the manufacturer;
- If the Bidder plans to contract out for service, a copy of the service agreement; and
- Zone specific service plans to include:
 - Response time to initial call from purchaser,

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- Number of personnel available to service the contract,
- Qualifications of personnel providing warranty work, and
- Any additional information that would detail how warranty service would be provided.

The sufficiency of the Warranty Service Plan may be evaluated by the FSA CPP. The FSA CPP reserves the right to request additional information from a Bidder regarding the facility during the solicitation and the term of the contract, if awarded. The FSA CPP may also exercise discretion in examining such facility as deemed necessary.

2.03 INSURANCE AND INDEMNIFICATION

Bidder/Vendor shall be fully liable for the actions of its agents, employees, partners, or third party suppliers and shall fully indemnify, defend, and hold harmless the Florida Sheriffs Association, the participating agencies, and their officers, agents, and employees from suits, actions, damages, and costs of every name and description, including legal counsels' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Bidder/Vendor, its agents, employees, partners, or third party suppliers; provided, however, that the Bidder/Vendor shall not indemnify for that portion of any loss or damages resulting directly from the negligent acts or omissions of the Florida Sheriffs Association and participating agencies or proximately caused by intentional wrongful acts or omissions of the Florida Sheriffs Association and participating agencies.

The Florida Sheriffs Association and/or participating agencies shall give the Bidder/Vendor (2) the opportunity to take over and settle or defend any such action at Bidder's/Vendor's sole expense. When reasonable, the Florida Sheriffs Association will give the Bidder/Vendor written notice of an action or threatened action. Bidder/Vendor shall not be liable for any unreasonable cost, expense or compromise incurred by the Florida Sheriffs Association, or participating agencies, in any legal action without Bidder's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed.

The Insurance Checklist summarizes the Bidder's/Vendor's insurance coverage obligations, if awarded. Certificates of Insurance, evidencing such coverages and endorsements as required herein, shall be provided no later than five (5) business days prior to the contract award date. The Vendor may not begin performance under the contract until such Certificates have been approved by the FSA CPP.

The certificate must state Bid Number and Title. FSA must be named as an additional insured for the duration of the contract.

The Vendor shall maintain comprehensive general liability insurance and general aggregate insurance in the amount and coverage levels specified on the Insurance Checklist.

The Vendor shall specifically and distinctly assume, and does so assume, all risks of damage or injury to property or persons used or employed on or in connection with the work and of all damage or injury to any person or property wherever located, resulting from any action or operation under the contract or in connection with the work. It is understood and agreed that at all times the Vendor is acting as an independent contractor. The Vendor shall be responsible for the work and every part thereof, and for all materials, tools, appliances and property of every description, used in connection with this particular contract. The Vendor at all times during the full duration of work under this contract, including extra work in connection with this contract, shall meet the requirements of this section.

The Vendor shall maintain automobile liability insurance including property damage covering all owned, non-owned, hired and scheduled automobiles, when used in connection with the delivery or service of this contract.

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The Vendor shall maintain insurance to cover garage operations in the amount specified on the Insurance Checklist when the garage is used to complete work on this contract.

All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and these companies must have a rating of B+ or better per the AM Best Rating.

FSA CPP required insurance coverages must be maintained through the duration of the contract. Upon expiration of the required insurance, the Vendor must email updated certificates of insurance for as long a period as any work is still in progress. No change or cancellation in insurance shall be made without 30 calendar days written notice to the FSA CPP.

It is understood and agreed that all policies of insurance provided by the Vendor are primary coverage to any insurance or self-insurance the FSA possesses that may apply to a loss resulting from the work performed in this contract. All policies issued to cover the insurance requirements herein shall provide full coverage from the first dollar of exposure.

The liability insurance coverage shall extend to and include the following contractual indemnity and hold harmless agreement:

The Vendor hereby agrees to indemnify and hold harmless the FSA, a 501(c)3, its officers, agents, and employees from all claims for bodily injuries to the public and for all damages to the property per the insurance requirement under the specifications including costs of investigation, all expenses of litigation, including reasonable legal counsel fees and the cost of appeals arising out of any such claims or suits because of any and all acts of omission or commission of any by the Vendor, his agents, servants, or employees, or through the mere existence of the project under contract.

The foregoing indemnity agreement shall apply to any and all claims and suits other than claims and suits arising out of the sole and exclusive negligence of the FSA, its officers, agents, and employees, as determined by a court of competent jurisdiction.

The Vendor will notify the insurance agent without delay of the existence of the Hold Harmless Agreement contained within this contract and furnish a copy of the Hold Harmless Agreement to the insurance agent and carrier.

The Vendor will obtain and maintain contractual liability insurance in adequate limits for the sole purpose of protecting the FSA under the Hold Harmless Agreement from any and all claims arising out of this contractual operation.

The Vendor will secure and maintain policies of third-party suppliers. All policies shall be made available to the FSA upon demand. Compliance by the Vendor and all third-party suppliers with the foregoing requirements as to carrying insurance and furnishing copies of the insurance policies shall not relieve the Vendor and all third-party suppliers of their liabilities and obligations under any section or provisions of this contract. Vendor shall be as fully responsible to the FSA for the acts and omissions of the third-party suppliers and of persons employed by them as they are for acts and omissions of persons directly employed by the Vendor.

The FSA can request, and the Vendor shall furnish proof of insurance within seven (7) calendar days of receipt of the written request from FSA. Should the Vendor fail to provide acceptable evidence of current insurance during the contract term, the FSA CPP shall have the right to consider the contract breached and justifying the

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termination thereof. If Bidder does not meet the insurance requirements; the FSA may consider alternate insurance coverage.

2.04 SPECIFICATIONS

All items covered by this Invitation to Bid and any resulting contract, and the specifications shall be the manufacturer's current basic production model, and shall, as a minimum, be equipped with all standard factory equipment in accordance with the manufacturer's latest literature unless otherwise noted in the Bid System or FSA CPP item group specification.

The Base Item Specifications are contained in the FSA CPP Bid System, may be requested from FSA CPP, and are retained within FSA CPP's archive. As part of the bid submission, Bidders will be required to provide confirmation that the item bid meets the FSA CPP Base Specification. FSA CPP may reject bids that fail to provide confirmation that the item(s) bid meet the FSA CPP Bid Specifications.

FSA CPP develops the specifications with subject matter experts and publicly available information. However, FSA CPP does not have access to full details from the manufacturer and relies on Bidders to assist in this process. Bidders should immediately notify the FSA CPP of any inaccuracies in the specifications. All notifications of inaccuracies must be in writing.

If awarded a contract, Vendor(s) must offer and supply an item that either meets or exceeds all the requirements included in the applicable Bid Specifications, unless a purchaser specifically issues a Purchase Order for a base item and Option that differs from the Base Specifications. Failure of a Bidder to comply with these provisions will result in Bidders being held responsible for all costs required to bring the item into compliance with the contract specifications.

2.05 SEALED BIDS

For purposes of this solicitation, a sealed bid is considered a bid submitted using the FSA CPP Bid System.

2.06 MISTAKES

Bidders are expected to examine the Base Item specifications, delivery schedules, bid prices and all information pertaining to servicing this contract before submitting a bid. Failure to do so will be at the Bidder's risk.

2.07 EXCEPTIONS

Any requested exceptions, deviations, or contingencies a Bidder may have to the Terms & Conditions must be documented in Bidder's submission. Exceptions to the Base Specifications at the time of the bid submission shall reference the item number, make and model. FSA CPP has the discretion to grant or deny, in whole or in part, the Bidder's requested exception, deviation or contingency to the specifications or Terms & Conditions. Bidder acknowledges that the bid may be disqualified if FSA CPP rejects the proposed exceptions.

2.08 EQUIVALENTS

Prior to the opening of the Bid System, Bidders may request item equivalents. The Bidder must submit the manufacturer name and model number (or product identifier) of each equivalent requested to FSA CPP. Complete,

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descriptive, technical literature should demonstrate that the equivalent conforms with specification. If a bid uses equivalents without prior approval, the bid may be disqualified.

2.09 MANDATORY PRE-BID MEETING

Prospective Bidders are required to attend or participate in the mandatory Pre-Bid Meeting. The Pre-Bid Meeting is designed for vendors, the Fleet Advisory Committee and the FSA CPP to clarify questions on the Terms & Conditions and to confirm all Base Item specifications. Questions relating to the items, specifications, the bid process, or award can be asked at the Pre-Bid Meeting. Bidders have the opportunity to suggest technical modifications or corrections before the Base Item specifications are finalized.

FSA CPP reserves the right to grant attendance exceptions to the mandatory meeting if the Bidder has requested authorization, agrees in writing to meet all the Terms & Conditions without exception and further waives their right to protest the bid process in its entirety or any portion thereof.

2.10 PRICES QUOTED – HEAVY TRUCKS AND BUSES AND EQUIPMENT INVITATIONS TO BID

Items and options should reflect the most complete price and be below MSRP and at a minimum should cover the cost of the item or option bid.

Prices quoted in the bid submission should reflect the final amount the Bidder can expect to receive for payment for the items bid for the duration of the contract, unless otherwise provided in the contract. Prices submitted as indicated in the sealed bid are final. Bidders acknowledge that prices quoted will be valid for a period of sixty (60) calendar days from the date of bid opening.

Each item, make, and model must be priced and bid separately. Prices must be inclusive of all the components included in the Base Specification.

Prices bid must include the administrative fee FSA CPP charges to administer the contract, as outlined in these Terms & Conditions. The administrative fee is three quarters of one percent (.0075).

Prices bid must be at least cost, be Free On Board (FOB) destination, and must include delivery to the purchaser.

Upon award, the Vendor has the authority to offer additional discounts based on prompt payment, quantity, as well as additional manufacturer or vendor discounts.

2.11 PRICES QUOTED – PURSUIT, ADMINISTRATIVE AND OTHER VEHICLES INVITATION TO BID

Due to the changing market conditions, the FSA CPP has temporarily moved to a percent above cost, or “cost-plus”, model for the Pursuit, Administrative and Other Vehicles Contract. The cost-plus model allows for Vendors to sell items immediately when order windows open up for next year’s model, when the manufacturer changes price during the contract term, or when new items come to market.

Bidders shall provide a Bid Price and a Percent for each item bid. The Bid Price will be used to evaluate the lowest, responsive and responsible Bidder for each item and zone. The Percent will be used under an awarded contract to determine the cost-plus pricing for new year’s models, when the manufacturer changes price during the contract

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term, or when new items come to market. The FSA CPP will use the percent feature of the Bid System as the field to capture the percent above cost that the Vendor can expect to receive from the purchaser for the purchase of an awarded item.

The FSA CPP has the discretion to disqualify Bidders if the proposed Percent is excessive. In order to determine if Percent is excessive, FSA will compare the Percents proposed by Bidders for each item in each zone.

Prices and Percents bid for items and options should reflect the most complete item price, be below MSRP, and at a minimum should at least cover the cost of the item or option bid.

Prices and Percents bid must be at least "Item Cost", be Free On Board (FOB) destination, and must include delivery to the purchaser.

As used in this provision, "Item Cost" is defined as the factory invoice price for the item, the Original Equipment Manufacturer (OEM) destination and delivery to dealer, and the FSA Administrative fee, minus the OEM government pricing concessions specific to this bid, all manufacturer incentives, discounts, rebates, concessions and holdbacks.

As used in this provision, "Total Cost" is defined as the Item Cost, plus costs of dealer's floorplan estimated operational expense, and costs of dealer for preparation, cleaning, and assembling, gas, and delivery to zone.

As used in this provision, "Bid Price" is defined as the Total Cost and profit.

As used in this provision, "Percent" is defined as the markup over Item Cost.

Bid Prices will be used as the initial publish pricing for awarded items. As windows open up for next year's model, the manufacturer changes price during the contract term, or as new items come to market, FSA CPP will work with Vendors to update the published pricing for such items based on the awarded Percent, within a reasonable period of time. Vendors may accept Purchase Orders for such items in accordance with these Terms & Conditions before submitting updated published pricing to FSA CPP.

2.12 PURSUIT, ADMINISTRATIVE, AND OTHER VEHICLES CONTRACT COST-PLUS-PERCENT PRICING

Due to the changing market conditions, the FSA CPP has temporarily moved to a percent above cost, or "cost-plus", model for the Pursuit, Administrative and Other Vehicles Contract. The cost-plus model allows for Vendors to sell items immediately when order windows open up for next year's model, when the manufacturer changes price during the contract term, or when new items come to market.

The Bid System provides each Vendors' percent above cost at which the Vendor will sell such items. The Percent provided in the Bid System does not provide a percent discount for items bid.

If Vendor fulfills a Purchase Order at other than published pricing, at purchasers' request, Vendor must provide documentation substantiating the Item Cost, as defined in section 2.11.

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2.13 OPTION PRICING – EQUIPMENT INVITATION TO BID

The Bidder shall offer discount below Manufacturer's Standard Retail Pricing (MSRP) or manufacturers published list price for any factory options included in the bid submission and quotes to purchasers, if awarded. FSA CPP requests Vendors include most frequently purchased scheduled, factory and aftermarket options in the bid.

Options are intended to add or delete equipment or features from the Base Specification. Options can provide an upgrade or downgrade to a manufacturer's model, such as a slightly different engine size or horsepower, and should not be made available for purchase separate from the base vehicle or equipment. Options may only provide a downgrade to a manufacturer's model when specifically requested in a Purchase Order issued in accordance with the Terms & Conditions by a purchaser. Bidders shall NOT use options to create equipment that is entirely different than the FSA CPP Base Specification or are available as another specification bid on this Invitation to Bid.

Bidder must use proper factory codes for all factory options. Options available through the factory may be bid and supplied to purchaser as "factory" options, unless otherwise requested in writing by the purchaser.

The FSA CPP has the discretion to disqualify Bidders if the option pricing is excessive or if options listed are not available for the item bid. In order to determine if pricing is excessive, Bidders agree to provide documentation to FSA CPP to verify cost at any time during the solicitation process or during the contract term. This information is for comparison purposes only when determining if pricing is excessive and will not be published.

Option pricing will include all costs of labor associated with the option and cost of labor should not be listed separately within the bid. For purposes of this bid, Emergency Lights and Sirens will require a separate pricing sheet upload in the Bid System. Section 2.15 contains specific instructions and exceptions for Emergency Lights and Sirens.

If a Bidder will offer registration and title services as a fee for service, the Bidder must include the administrative fee as a separate option (i.e., line item) for each item bid. See Section 3.21 for additional details. Government imposed fees should not be included in this option pricing.

No other additional charges or fees are admissible.

If options are not available as a stand-alone option, the Bidder must indicate in their bid submission any option requiring the purchase of other options, and also indicate options that are a part or dependent of another option. Factory package options are allowable under this contract. Factory package options must be included in the options within the bid document and detailed specifically as to what components the package includes.

When calculating the price for a manufacturer's option requested in this bid that is not listed as an option in the manufacturer's order guide (i.e., model or engine upgrade), the Bidder must calculate the option price as the net difference between vendor cost on the representative base vehicle and the total MSRP of the requested option modifying the vehicle. A Bidder may bid less than this price, but at no time charge more than the calculation provided here.

The use of options to facilitate the sale of an alternate manufacturer's product which is outside the scope of the written Base Specification will be determined nonresponsive and the bid will be rejected in whole or part by the FSA CPP.

Example: Bidder CANNOT include option upgrades that result in the selling of a vehicle or truck on one specification that is offered as a separate specification in

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the Invitation to Bid. For example, a Vendor who is awarded the bid for 25,500 lb. GVWR Cab & Chassis cannot upgrade this item through an add option to a 30,000 lb. GVWR Cab & Chassis in order to circumvent the bid award winner for the 30,000 lb. GVWR Cab & Chassis.

Purchasers are encouraged to negotiate option pricing with Vendors. Discounts can be provided beyond option prices listed in the contract. The additional discounts for each add option shall be decided by the Vendor.

The options will correspond to the specification or item number. Multiple options may be listed for each specification or item number bid. Therefore, Bidders that do not indicate the correct item number with the option information bid will not have options displayed for the item bid. If option pricing is not uploaded correctly, FSA CPP may require Bidders to correct the formatting of the options, but pricing may not be modified. Failure of the Bidder to make corrections may cause the bid to be rejected.

If the Bidder wishes to offer credit to the purchaser for an option that is standard on the FSA CPP Base Specification, the Bidder should include the word "Credit" at the beginning of the description and continue to describe the option being credited. For example, "Credit: one key fob" that corresponds with the price the Bidder will credit the purchaser.

Loose Equipment can be bid as an option and made available to purchasers for items originally purchased from this contract. For purposes of this provision, "Loose Equipment" is any item of equipment that attaches to the heavy equipment item(s) included in the awarded bid, such as different sized blades. Loose Equipment does not include accessories, such as additional keys.

2.14 OPTION PRICING – HEAVY TRUCKS AND BUSES AND PURSUIT, ADMINISTRATIVE AND OTHER VEHICLES INVITATIONS TO BID

FSA CPP requests Bidders include most frequently purchased options in the Bid System. Option pricing must include the administrative fee. Bidders must provide a price for each option in addition to a percent below MSRP for factory-installed options or a percent above cost for other options.

The FSA CPP has the discretion to disqualify Bidders if the option pricing is excessive. In order to determine if pricing is excessive, Bidders agree to provide documentation to FSA CPP to verify cost at any time during the solicitation process or during the contract term. This information is for comparison purposes and will not be published.

Options are intended to add or delete equipment or features from the Base Specification. Options can provide an upgrade or downgrade to a manufacturer's model, such as a slightly different engine size or horsepower, and should not be made available for purchase separate from the base vehicle or equipment. Options may only provide a downgrade to a manufacturer's model when specifically requested in a Purchase Order issued in accordance with the Terms & Conditions by a purchaser. Bidders shall NOT use options to create an item that is available as another item bid on this Invitation to Bid. The use of options to facilitate the sale of an alternate manufacturer's product which is outside the scope of the Base Specification will be determined nonresponsive and the bid will be rejected in whole or part by the FSA CPP. Bidders must disclose which options require the purchase of other options or are dependent on another option in their bid submission. Option pricing will include all costs of labor associated with the option and cost of labor should not be listed separately.

Bidder must use proper manufacturer codes for factory options. Options available through the factory should be bid and supplied to purchaser as factory options, unless otherwise requested in writing by the purchaser. Factory

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package options are permitted under this contract. Factory package options included in the bid submission must detail what components the package includes.

If a Bidder will offer registration and title services as a fee for service, government-imposed fees should be listed at the exact cost and shall not include the FSA administrative fee.

If the Bidder wishes to offer credit to the purchaser for an option that is standard on the FSA CPP Base Specification, the Bidder should include the word "Credit" at the beginning of the description field and continue to describe the option being credited. For example, "Credit: one key fob" and enter the price the Bidder will credit the purchaser.

For purposes of this bid, Emergency Lights and Sirens will require a separate pricing sheet and option upload in the Bid System. Section 2.15 contains specific instructions and exceptions for Emergency Lights and Sirens.

2.15 EMERGENCY LIGHTS AND SIRENS

Under Florida Statute 316.003(1), authorized emergency vehicles are defined as:

Vehicles of the fire department (fire patrol), police vehicles, and such ambulances and emergency vehicles of municipal departments, public service corporations operated by private corporations, the Fish and Wildlife Conservation Commission, the Department of Environmental Protection, the Department of Health, the Department of Transportation, and the Department of Corrections as are designated or authorized by their respective departments or the chief of police of an incorporated city or any sheriff of any of the various counties.

Bidders that will provide or contract to provide emergency light and siren installation must only use installers that possess a current Emergency Vehicle Technician Certification, or an approved equivalent. FSA CPP may request certificates for a Vendor's installers at any time during the contract term. Labor may be charged for the installation of emergency lights and sirens. Labor rates must be disclosed as part of the bid submission. Bidders may not charge for labor for vehicles that are manufactured with emergency lights and sirens, including motorcycles. Prices submitted for emergency lights and sirens shall include all applicable government-imposed fees.

Bidders that install emergency lights and sirens are required to provide and install products that are Society of Automotive Engineers (SAE) certified. SAE Certifications must include Class 1, Class 2 and Class 3 in order to be eligible for participation in the contract. If a lighting or siren product installed on an emergency vehicle is not SAE Certified, the Vendor can be found in default of the contract.

Bid Submission of Emergency Lights and Sirens

If offering emergency lights and sirens, Bidders will be asked to provide pricing by submitting a pricing sheet. An emergency vehicle lights and siren option pricing template is offered in the Bid System. Bidders are encouraged, but not required to use the template. If item or specification group is helpful to display light and siren options, Bidders may categorize the pricing sheet by item group.

Items listed below are required for the submission of the pricing sheet:

- Order code
- Description
- Price (part only)

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- Estimated labor hours
- Labor cost per hour

2.16 BID SUBMISSION

Bidders must submit a bid electronically using the Bid System. Bid submissions include a price for each item and option bid in accordance with Section 2.10, 2.11, 2.13, 2.14, and 2.15. Each Bidder must submit a qualifications package for each bid. The bid must be received by the date and time specified on the Bid Calendar in Appendix B. Failure to meet all submission requirements by the date indicated on the Bid Calendar will result in rejection of the bid.

Bid System: VendorLink

The Bid System is located at <https://www.myvendorlink.com>. Bidders are encouraged to participate in training provided. Usernames and passwords will be issued to Bidders after registering in the Bid System. Contact VendorLink at support@evendorlink.com if technical issues arise during bid submission.

Prices are to be rounded to the nearest whole dollar. If a Bidder submits bid pricing using cents, the following formula will be applied to round the bid pricing to the nearest whole dollar: \$.01-.49 will be rounded down to the dollar bid (e.g., \$50.49 = \$50) and \$.50-.99 will be rounded to the next dollar (e.g., \$50.50 = \$51).

Bid Submission

To ensure correct bid submittal and formatting, Bidders shall:

- For the Heavy Trucks and Buses Invitation to Bid, insert a:
 - Price for each item bid by zone
- For the Pursuit, Administrative and Other Vehicles Invitation to Bid, insert a:
 - Bid Price for each item bid by zone, as defined in Section 2.11
 - Percent for each item bid by zone, as defined in Section 2.11
- For the Equipment Invitation to Bid, insert a:
 - Price for each item by zone
- Upload files as instructed in the Bid System; files requested will be in Excel or .pdf.
- Follow all instructions outlined in this Invitation to Bid and provide all requested information.

The bid shall include the following documents:

- Executed Qualifications Packet.
- Build sheet for each item bid as a single .pdf
- Pricing Sheet for Emergency Vehicle Lights and Sirens, if applicable.
- Any requested exceptions or equivalents.

Option Upload

An option sheet should be submitted for each item bid. The Bid System will accept option information for each item through a .pdf file upload. Each option sheet should include a header to identify the FSA CPP contract title and number, the Bidder name, item number, make and model. Each option sheet should include:

- Option
- Description
- Manufacturer order code or identifying code
- Price

For the Heavy Trucks and Buses and Pursuit, Administrative, and Other Vehicles Invitations to Bid, the option sheet should also include:

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- Cost plus percent for all items not installed at the factory
- Percent below MSRP for factory installed options

FSA CPP may ask awarded Bidders to supply one hard copy set with digital signatures and original compliance forms, prior to the contract execution. Hard copy bids should not be submitted unless specifically requested by FSA CPP. FSA is not responsible for Bidder's improper use of the Bid System. Exceptions will be granted to this section should any Bid System malfunctions occur.

2.17 ZONE BIDDING

Bidders may bid in one or more geographic zones. Bidders must submit pricing for each zone they wish to be evaluated. The zone map is included in Appendix A. The geographic zones are in place to assist Bidders in estimating costs of delivery, which must be included in the price bid and quoted to the purchaser. For the Pursuit, Administrative and Other Vehicles Contract, the cost of delivery must be included in the Percent.

2.18 EXECUTION OF BID

By submitting a response to this Invitation to Bid, the Bidder agrees to the Terms & Conditions and to be bound by such Terms & Conditions if selected for award. The Bidder must submit the Contract Signature Form with the signature of an authorized representative no later than the bid submittal due date. All Terms & Conditions are applicable throughout the term of the awarded contract and are not specific to any given year, make or model.

2.19 MODIFICATION OR WITHDRAWALS OF BIDS

A Bidder may submit a modified bid to replace all or any portion of a previously submitted bid until the due date and time of the bid submission listed in the Bid Calendar. Modifications received after the bid due date and time will not be considered.

Bids can be withdrawn in writing prior to the contract award. If a Bidder must withdraw the bid, the Bidder must contact FSA CPP immediately. Bid withdrawals are handled on a case-by-case basis and can result in a limitation of participation in future bids.

2.20 LATE BIDS

The responsibility for submitting a bid before the due date and time on the bid calendar is solely and strictly the responsibility of the Bidder. The FSA is not responsible for delays caused by technical problems, any internet outages or delays incurred by electronic delivery, or any other occurrence. Any reference to time will be based on Eastern Time.

2.21 BID OPENING

Bids shall be opened on the date and time specified on the Bid Calendar. The bid opening may occur at the Florida Sheriffs Association, 2617 Mahan Drive, Tallahassee, Florida, or may be offered online.

FSA CPP will provide a bid inspection period for Bidders following the bid opening. The date, time and duration will be announced prior to the bid opening.

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2.22 DETERMINATION OF RESPONSIVENESS

Determination of responsiveness will take place at the time of bid opening and evaluation. In order to be deemed a responsive bidder, the bid must conform in all material respects to the requirements stated in the Invitation to Bid. As set forth in Section 2.26, FSA CPP reserves the right to waive or allow a Bidder to correct minor irregularities.

2.23 RESPONSIBLE BIDDER CRITERIA

Bids will be evaluated to determine if qualifications and contract requirements are met. Responses that do not meet all requirements of this Invitation to Bid or fail to provide all required information, documents or materials may be rejected as nonresponsive. The FSA CPP will not request documentation or consider a Bidder's social, political or ideological interests in determining if the Bidder is a responsible bidder. FSA CPP will not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

Bidders whose responses, past performance, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of the contract may be rejected as non-responsible. In determining a responsible Bidder, the following factors may be considered:

- Adequacy of facilities, staffing, and financial resources;
- Previous experience with FSA contract or other similar government contracts;
- Ability to provide excellent customer service, including on previous FSA contracts; and
- Any other information relevant to the responsibility of a Bidder of which FSA CPP is aware.

In addition to the requirements set forth by these Terms & Conditions, FSA CPP reserves the right to request staffing, performance and financial information from any Bidder during the evaluation process.

FSA CPP reserves the right to determine which responses meet the requirements, specifications, Terms & Conditions of the solicitation, and which Bidders are responsive and responsible.

FSA CPP further reserves the right to limit participation of Bidders who, in FSA CPP's sole discretion, are determined to present responsibility concerns that call into question the Bidder's ability to perform but that do not rise to the level of requiring rejection of the Bidder as non-responsible.

2.24 BASIS FOR AWARD

For the Heavy Trucks and Buses, and Equipment Invitations to Bid, the FSA CPP shall make awards to the qualified, responsive and responsible Bidder(s) who submitted the lowest priced bid by item, manufacturer, and zone. Awards may also be made to subsequent lowest responsive and responsible Bidders by item, manufacturer, and zone, when determined to be in the best interest of the FSA and the purchaser(s). FSA CPP has the discretion to consider option pricing in making the award and to disqualify Bidders for proposing excessive option pricing.

For the Pursuit, Administrative and Other Vehicles Invitation to Bid, the FSA CPP shall make award to the qualified, responsive and responsible Bidder(s) who submitted the lowest Bid Price by item, manufacturer, and zone. Awards may also be made to subsequent lowest responsive and responsible Bidders by item, manufacturer, and zone, when determined to be in the best interest of the FSA and the purchaser(s). FSA CPP has the discretion to consider Percent and option pricing in making the award and to disqualify bidders for proposing excessive Percent(s) or option pricing.

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Awards will not be given to any parties listed on the government wide exclusion in the System for Award Management.

FSA CPP reserves the right to accept or reject any and all bids, and to waive any minor irregularity, technicality or omission if it determines that doing so will serve the purchaser's best interest. FSA CPP reserves the right to make multiple awards for each item, if determined to be in the best interest of the FSA and the purchasers.

Awards will be posted on the FSA CPP website according to the date posted in the bid calendar.

2.25 BID TABULATIONS

The Bid Tabulation report will be posted on the FSA CPP website after the bid submission closes.

If there is a delay in posting the bid tabulation results, FSA CPP will post a notice of the delay and a revised date for posting of results.

2.26 MINOR IRREGULARITIES/RIGHT TO REJECT

The FSA CPP has the right to accept or reject any and all bids, or separate portions thereof, and to waive any minor irregularity, technicality or omission if the FSA CPP determines that doing so will serve its best interest or the best interest of the purchasers. A minor irregularity is a variation from the Terms & Conditions of this procurement that does not affect the price of the bid or give the Bidder a substantial advantage over other Bidders and thereby restrict or stifle competition and does not adversely impact the interests of the FSA or the purchasers. At its option, the FSA CPP may allow a Bidder to correct minor irregularities but is under no obligation to do so. In doing so, the FSA CPP may request a Bidder to provide clarifying information or additional materials to correct the irregularity. However, the FSA CPP will not request, and a Bidder may not provide the FSA CPP with additional materials that affect the price of the bid or give the Bidder an advantage or benefit not enjoyed by other Bidders.

The FSA CPP may also reject any bids not submitted in the manner specified in this document.

2.27 CONE OF SILENCE

This Invitation to Bid is subject to the Cone of Silence that begins the date the bid submission opens through the intent to award date as indicated in the Bid Calendar. During this period, all communications regarding this solicitation between FSA and Bidder will cease, except for procedural questions, questions regarding problems incurred in the use of the Bid System, or communications initiated by the FSA CPP. All permitted communications during this period shall be made in writing to the contacts identified in Section 1.01 of this Invitation to Bid.

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3.0 CONTRACT CONDITIONS

3.01 GENERAL REQUIREMENTS

Once the bid has been awarded, the terms and conditions of this document become the contract between the FSA CPP and the awarded Vendor. The Terms & Conditions apply to all items purchased from this contract.

3.02 STATEMENT OF AUTHORITY

Each person signing the contract warrants that they are duly authorized to do so and binds the respective party to the contract.

3.03 VENDOR CONTACT INFORMATION

The Vendor shall maintain current contact information with FSA CPP at all times for sales and submission of purchase orders, quarterly reports and administrative fee payments. If a change occurs during the contract, the Vendor must notify FSA CPP immediately.

3.04 ADDITIONS OR DELETIONS

FSA CPP reserves the right to add or delete any items from this bid or resulting contract when deemed to be in the best interest of FSA and purchasers, at its discretion. This decision to take action may be based upon and not limited to few or no sales, product recalls and other safety issues, Vendor or manufacturer performance, or the product's lack of relevance.

For items that come to market during the contract term, FSA CPP may authorize qualified and awarded Vendors to offer the new item under the existing contract terms and conditions, if the manufacturer authorizes a Vendor to sell the item. FSA CPP will request awarded Vendors submit pricing and will evaluate the responses prior to authorizing awarded Vendors to offer the new item.

3.05 CONTRACT EXTENSION

Contract Extension

The contract may be extended by mutual agreement for up to two (2) additional years, on a year-to-year basis. FSA CPP reserves the right to execute a contract extension or to allow the contract to fully or partially terminate and readvertise for bids, whichever is in the best interest of FSA.

The Vendor may request price adjustments for contract extensions as provided for herein. If no request is received from the Vendor, the FSA CPP will assume that the Vendor has agreed that the optional term may be exercised without a price adjustment. Any adjustment request received after the execution of an extension may not be considered unless otherwise provided for in this contract.

Month-to-Month Continuation

In the event a new contract is not active at the time of this contract's expiration, this contract's terms and conditions shall extend on a month-to-month basis and shall not constitute an implied extension of the contract. Such a month-to-month continuation shall be upon the compensation and payment provided herein.

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3.06 PRICE ADJUSTMENT

In addition to the cost-plus-percent pricing adjustments available for the Pursuit, Administrative, and Other Vehicles contract, the Terms & Conditions provide the following options for price adjustments:

- Annual Price Adjustments
- Changes to Manufacturer Production or Design
- Manufacturer Certified Adjustments
- Equitable Adjustments

Price adjustment requests must clearly substantiate a need to increase or decrease the price. Price adjustments will not be considered if Vendors are delinquent on administrative fee payments or have outstanding quarterly reports.

Annual Price Adjustment

The FSA CPP may consider annual price adjustments due to:

- Changes in the Producer Price Index (PPI) as published by the U.S. Department of Labor, Bureau of Labor Statistics (BLS); or
- As a result of changes to national or state standards that require substantial price adjustments.

FSA CPP may consider other documentation related to the change to national or state standards but is not obligated to grant price changes without literature from the manufacturer. The FSA CPP will consider the request and will make a final determination on the change in price.

Changes to Manufacturer Production or Design

Significant changes by the manufacturer to the production of and specification design may initiate a price adjustment request. FSA CPP will consider order dates, production factors, model year, or other conditions, as well as the replacement or complete redesign of items. Vendors must provide documentation from the manufacturer.

Manufacturer Certified Adjustments

Vendors must provide documentation from the manufacturer to FSA CPP that shows the additional costs or price adjustments imposed by the manufacturer and substantiate the need for a related price adjustment for this contract.

Equitable Adjustments

The FSA CPP may make an equitable adjustment to the contract terms or pricing at its discretion.

3.07 CONDITIONS

It is understood and agreed that any item offered or shipped as a result of this contract shall be the most current model offered.

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3.08 PRODUCTION CUTOFF

Vendors shall notify the FSA CPP in writing no less than sixty (60) calendar days prior to the close of final order date by the manufacturer when the final order date is during the term of the contract. Purchase Orders received by the Vendor ten (10) business days prior to the final order date must be accepted and entered into the order system with the manufacturer. Purchase Orders issued and received after the production cutoff date will be subject to availability. In this case, the Vendor and manufacturer have the discretion whether to choose to provide next year's model at current year's prices until the end of the contract term. If the manufacturer cutoff date is during the term of the contract and will affect the purchaser's ability to obtain the items, FSA CPP may consider substitutions from the same manufacturer.

3.09 FACILITIES

The FSA CPP reserves the right to inspect the Vendor's facilities at any time with prior notice.

3.10 PURSUIT RATED VEHICLES & MOTORCYCLES

Vehicles in this category have been reviewed by one or more of the nationally recognized authorities on Police Vehicle Testing Program/Evaluation. These evaluations are not designed to recommend a particular product, but to serve as a resource for vehicles which are currently being offered for law enforcement service. To see the full detailed report, click or copy the links below. At the time of the bid there were two nationally recognized authorities:

[State of Michigan, Vehicle Test Team of the Michigan State Police \(MSP\) Precision Driving Unit](#)

[Los Angeles County Sheriff's Department Law Enforcement Vehicle Test and Evaluation Program Vehicles:](#)

3.11 SPECIAL SERVICE VEHICLES

Vehicles in this category have been reviewed by one or more of the nationally recognized authorities on pursuit vehicle testing program/evaluation. These vehicles are labeled as Special Service Vehicle (SSV) and often used in public safety applications and other areas of government. Refer to manufacturers published information for detailed information regarding these vehicles.

3.12 CAB AND CHASSIS PURCHASES

Vendors performing upfitting of cab and chassis should be licensed and certified to perform such work. Vendors are responsible for tag and title work if the chassis is completed by the Vendor or the Vendor's contracted third-party supplier. The requirements of Florida Statute 319.21 related to the manufacturer statement of origin apply to cab and chassis purchases.

Cab and chassis may be purchased from the Vendor without any required additional upfitting by the Vendor. Vendors are not responsible for tag and title if an incomplete chassis is requested and sold to the purchaser.

3.13 FACTORY-INSTALLED OPTIONS

All options specified as factory-installed are to be installed on the item at the primary site of assembly and are to

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be the manufacturer's standard assembly-line product. Aftermarket and vendor-installed equipment will not be accepted as factory-installed. Vendors found supplying aftermarket or vendor-installed equipment where factory-installed are specified shall be required to retrieve all delivered items and supply new items meeting the specifications.

All factory-ordered options are to be original equipment manufacturer (OEM) and installed at the primary site of assembly unless otherwise noted by the Vendor and acknowledged in writing by the purchaser. Verbal agreements will not be recognized.

3.14 VENDOR-INSTALLED OPTIONS

All vendor-installed accessories, equipment, or options shall be installed according to the manufacturer's specifications. All vendor-installed options must be manufactured by an established manufacturer of the product provided. Vendors are required to disclose make and model of product being offered, design, and model must be approved by the purchaser prior to installation. Prior to any purchase, the Vendor must also disclose the warranty of any accessory, equipment or option that is less than or exceeds the factory or equipment warranty coverage. Any Vendor that violates this provision will be considered in default of the contract. FSA CPP may terminate the contract in accordance with these terms & conditions.

3.15 NON-SCHEDULED OPTIONS

A non-scheduled option is an option not listed on the FSA CPP published award. Vendors may provide non-scheduled options at less than MSRP or the Published List Price. Non-scheduled options should be identified and listed as a separate line item with the price and discount on the purchase order. Non-scheduled options are covered under these terms and conditions.

3.16 FORCE MAJEURE

A Vendor shall not be penalized for a delay resulting from the Vendor's failure to comply with delivery requirements if neither the fault nor the negligence of the Vendor or its employees contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Vendor's control, or for any of the foregoing that third party suppliers if no alternate source of supply is available to the Vendor.

3.17 PURCHASE ORDERS

To initiate a purchase, a purchase order must be issued to the Vendor, which includes:

- FSA CPP contract title and number;
- FSA CPP item number, and the make and model or item description; and
- Purchaser name, phone number and email address.

The Vendor's acceptance of a purchaser's order will indicate that the Vendor agrees to deliver an awarded item that will be fully compatible with all of its options. Production schedules and delivery dates should be discussed at the time the quote is provided to the purchaser, or if no quote is provided, when the purchase order is delivered to the Vendor. Vendor shall place the order with the manufacturer within 10 business days of receipt of the purchase order. The Vendor shall assure that all orders are placed in full compliance with the specifications and the terms and conditions of the contract and the purchase order. Any changes that are required to bring an item into compliance with the various options due to an incorrect order will be accomplished at the Vendor's expense.

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A Confirmation of Order form shall be completed by the Vendor and provided to the purchaser and FSA CPP fifteen (15) calendar days from receipt of purchase order without request by the purchaser. Any additional information needed to complete this form should be obtained by the Vendor from the purchaser.

While it is recommended that an agency purchase from the zone which is closest to their location, it is not mandatory to do so. If the purchaser determines that a Vendor in another zone can better serve the purchaser's needs, the purchaser may order from a Vendor in another zone. Vendors that provide awarded items outside of an awarded zone may upon mutual agreement between the Vendor and the purchaser charge a delivery fee.

If a Vendor receives a purchase order for an item for which they were not awarded, the Vendor must notify the purchaser and return the purchase order to the purchaser within three (3) business days.

The Vendor must submit electronic copies of Purchase Orders within fifteen (15) calendar days of the Purchase Order issue date. Emails shall be sent to coop@flsheriffs.org. Purchase orders received by the Vendor after this deadline must be submitted to FSA CPP as soon as possible with the date received by the Vendor and cause for the delay. Purchase Orders should contain the following required information:

- Purchaser name,
- Purchase order number,
- Purchase order issue date,
- FSA CPP contract title and number,
- Item number,
- Item make and model, or item description,
- Item price,
- Options by item, and
- Estimated delivery date.

Purchase orders vary in format and information provided. If a purchase order does not include the required information, the Vendor must submit supplemental documentation to FSA CPP at the same time the purchase order is due. Such information may be in bid quotes, equipment proposals, confirmation of orders, or other documents. If a purchaser does not use purchase orders, written communication from the purchaser to the Vendor will be provided to FSA CPP.

3.18 REGISTRATION, TAG, AND TITLE

Title items shall be the responsibility of the Vendor. If the purchaser is a government agency, the purchaser has the right to choose to register and title the item. Costs of registration, tag and title shall not exceed the statutory rates. FSA administrative fee does not apply to the cost of registration, tag and title.

3.19 DELIVERY

Vendors are to inspect the item to confirm the item meets or exceeds the FSA CPP Base Specification, manufacturer specification, and purchase order. Deliveries not complying with these requirements may be rejected and will have to be redelivered at Vendor's expense.

Delivery shall be within the normal working hours of the user, Monday through Friday, excluding holidays. Delivery schedules shall be agreed to by the purchaser and the Vendor. Vendor shall notify the purchaser no less than twenty-four (24) hours prior to delivery of the time and location, which shall reflect the mutually agreed upon

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delivery details. The Vendor shall be responsible for delivering items that are properly serviced, clean and in first class operating condition. Items shall be delivered with each of the following documents completed or included:

1. Copy of the Purchase Order.
2. Copy of the FSA CPP Base Specification.
3. Copy of manufacturer's Invoice, price sheet, build sheet or other documentation that verifies what components are included on the item being delivered
4. Copy of the pre-delivery service report
5. Registration warranty certification
6. Owner's manual
7. Registration, tag and title or an application for the registration, as applicable

All items with fuel tanks of thirty-five (35) gallons or less must contain no less than one quarter (1/4) tank of fuel as indicated by the fuel gauge at the time of delivery. For items that have more than thirty-five (35) gallons, a minimum of one eighth (1/8) of a tank of fuel must be provided. All electric vehicles must be delivered with a minimum charge level of 10 percent. The purchaser has the option to reject a vehicle with more than 350 odometer miles or may deduct \$0.51 cents per mile in excess of 350 miles from the invoice, unless distance above 350 miles was previously approved by the purchaser. Deliveries of less than 350 miles may be accomplished by driving the vehicle. Any delivery accomplished by driving the vehicle must be supervised and the driver must comply with manufacturer's break-in requirements and all applicable traffic laws. Any delivery accomplished by driving a pursuit-rated vehicle must use an "OUT OF SERVICE" cover on light bars. Deliveries in excess of 350 miles shall be made by transport, or otherwise approved by the purchaser, however, this requirement shall not apply to incomplete chassis.

Items with hour meters must be delivered with fewer than five (5) hours on the hour meter or may be rejected by the purchaser. The purchaser may choose to negotiate a lower purchase price when the item exceeds five (5) hours.

When items require service or adjustments upon delivery, the Vendor shall either remedy the defect, or be responsible for reimbursing the manufacturer's local authorized representative or other service provider to remedy the defect. Such service or adjustments shall be initiated by the Vendor within 48 hours after notification by a purchaser, not to include weekends and holidays. Delivery will not be considered complete until all services or adjustments are satisfactory, and the item is redelivered or repaired. The cost of any transportation required to address the defect shall be the responsibility of the Vendor until the items are satisfactory and accepted by the purchaser.

3.20 INSPECTION AND ACCEPTANCE

Final acceptance shall be given only after the purchaser inspects or confirms the item meets contract specifications. Delivery of an item to a purchaser does not constitute acceptance for the purpose of payment. Inspection and acceptance will be at the purchaser's destination unless otherwise previously agreed upon location was provided in the purchase order. Should the delivered items differ in any respect from the Base Item specifications, payment can be withheld until such time as the Vendor completes the necessary corrective action.

3.21 INVOICING AND PAYMENTS

Invoicing and payments shall be the responsibility of the Vendor and purchaser placing orders using this contract. Vendors must invoice each purchaser independently. The Vendor shall be paid upon submission of invoices to the purchaser after satisfactory delivery and acceptance of the items. While the Local Government Prompt Payment

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Act applies to ensure timely payment of Vendor invoices, the FSA CPP encourages purchasers to make payment within 30 days of acceptance of the item. The Local Government Prompt Payment Act is defined in Sections 218.70–218.79 of Florida Statutes.

3.22 WARRANTY

All warranties shall begin at the time of delivery and final acceptance by the purchaser. The purchaser's warranty should not be active for incomplete items and items delivered to a third-party supplier before final delivery.

3.23 QUARTERLY REPORTS

Quarterly reports are the contractual responsibility of each Vendor. Quarterly reports must be completed and submitted electronically. All quarterly reports shall be sent to reports@flsheriffs.org. The quarterly report template shall be submitted using an Excel workbook provided by FSA CPP. Quarterly reports which do not adhere to the required format or are not complete of all purchase orders received and/or deliveries made during the quarter will be returned to the reporting Vendor for correction.

Quarterly reports are due no later than the 15th day of the month following the end of the quarter. Quarterly reports shall follow the schedule below for the duration of the contract. If a contract extension is executed, the quarterly reports will maintain the same schedule for future reporting periods.

Contract Year: October 1, 2022 – September 30, 2023

Year 1 Quarter 1:	October 1 – December 31	Q1 Report Due:	January 15
Year 1 Quarter 2:	January 1 – March 31	Q2 Report Due:	April 15
Year 1 Quarter 3:	April 1 – June 30	Q3 Report Due:	July 15
Year 1 Quarter 4:	July 1 – September 30	Q4 Report Due:	October 15

Quarterly reports must be submitted even if there are no sales or no deliveries in a quarter. If a Vendor has no sales within a quarter, the Vendor shall indicate "No sales this quarter" on the top row of the sales worksheet. If the Vendor has no deliveries in a given quarter, the Vendor shall indicate "No deliveries this quarter" on the top row of the delivery worksheet.

FSA CPP reserves the right to modify the procedure for submitting quarterly reports during the term of the contract. Such a change shall not materially modify the substance of the information to be reported but may change the method by which future quarterly reports are to be submitted. In the event of such a change, FSA CPP will provide written notice to all Vendors of the method by which future quarterly reports are to be submitted.

3.24 ADMINISTRATIVE FEE

The FSA CPP charges three quarters of one percent (.0075) to procure, process and administer the contract. The administrative fees are the contractual responsibility of each awarded Vendor.

After receipt of payment from contract purchases, the Vendor shall remit all administrative fees to the FSA CPP no later than 15 calendar days after the end of each quarter. All fees payable to the FSA CPP during any given quarter will be accompanied and supported by a quarterly report.

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The administrative fee will remain payable to FSA CPP and no relief from payment of the administrative fee, nor any additional charge to recoup the administrative fee, will be permitted if a Vendor fails to incorporate the administrative fee in its bid pricing. The administrative fee should never be listed as a separate line item on any purchase order or invoice.

The administrative fee is based on the total purchase order amount of new items. This fee excludes any value given to purchasers for trade-ins. Trade-ins, extended warranties and other exchanges will not reduce or impact the fee calculation.

The ACH form for electronic payment or wiring of funds is included in Appendix C. It is the preference of FSA CPP that all payments be electronically paid and submitted. If ACH is not available, checks for the administrative fee can be sent to:

Florida Sheriffs Association
Cooperative Purchasing Program
2617 Mahan Drive
Tallahassee, FL 32308

3.25 LIQUIDATED DAMAGES

The Vendor warrants that the item supplied to the purchaser shall conform in all respects to the standards set forth and the failure to comply with this condition will be considered as a breach of contract. Any liquidated damages levied because of inadequacies or failures to comply with these requirements shall be borne solely by the Vendor responsible for same.

Failure to submit the administrative fee with accompanying quarterly reports to FSA CPP within 15 calendar days following the end of each quarter may result in the imposition of liquidated damages. Vendors failing to submit administrative fees and/or quarterly reports will incur liquidated damages in the amount of \$25 for each calendar day that fees and reports are past due, beginning on the 16th day following the end of the quarter.

If a civil action is initiated by the FSA to recover administrative fees or liquidated damages as set forth in this section, the prevailing party shall be entitled to its reasonable attorneys' fees and costs incurred in the litigation. The venue shall lie in the Circuit Court for the Second Judicial Circuit in and for Leon County, Florida.

When quarterly reports are late, liquidated damages are to be included in Vendor's Quarterly Report and administrative fee submission. Liquidated damages that remain unpaid beyond 45 calendar days can result in FSA CPP, at its sole discretion, implementing contract compliance actions, including but not limited to, suspension, limited participation by specifications or zones, disqualification from future solicitations, or termination for cause pursuant to the Terms & Conditions.

Schedule of Liquidated Damages

Failure to submit quarterly report on time	\$25 per calendar day
Failure to submit administrative fee on time	\$25 per calendar day
Failure to report a Purchase Order to FSA CPP within 15 calendar days of the purchase order issue date	\$100 per Purchase Order
Failure to Report Sales	.0075 of the sales price plus 1.5% each month following the delivery date.

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Vendor agrees and acknowledges that its failure to take any of the actions specified in the above schedule will result in liquidated damages to this contract. Vendor agrees and acknowledges that these liquidated damages are not intended to be and do not constitute a penalty and that these amounts are reasonably calculated to compensate the FSA for the damages that it will incur as a result of the Vendor's failure to take the specified actions.

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Appendix A: Zone Map

FSA CONTRACT ZONE MAP



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Appendix B. Bid Calendar

FSA23-VEL31.0	
Bid Calendar Task	Date
Invitation to Bid Announcement (ITB)	5/1/2023 & 5/15/2023
Voluntary Interested Bidder Workshop	6/13/2023
New Item Specification Requests Due	6/23/2023
Pre Bid Meeting	7/11/2023
Request for Clarifications Due to FSA	7/18/2023
FSA VendorLink Bidder Training	7/24/2023
Bid System Open	7/25/2023
Cone of Silence	7/25/2023 - 9/11/2023
Bid Submissions Due	8/30/2023
Public Bid Opening	9/1/2023
Bid Tabulations Posted	9/1/2023
Bid Evaluation	9/5/2023 - 9/8/2023
Intent To Award	9/11/2023
Final Award & Effective Date of New Contract	10/1/2023

FSA23-VEH21.0	
Bid Calendar Task	Date
Invitation to Bid Announcement (ITB)	5/1/2023 & 5/15/2023
Voluntary Interested Bidder Workshop	6/14/2023
New Item Specification Requests Due	6/23/2023
Pre Bid Meeting	7/12/2023
Request for Clarifications Due to FSA	7/18/2023
FSA VendorLink Bidder Training	7/24/2023
Bid System Open	7/25/2023
Cone of Silence	7/25/2023 - 9/11/2023
Bid Submissions Due	8/30/2023
Public Bid Opening	9/1/2023
Bid Tabulations Posted	9/1/2023
Bid Evaluation	9/5/2023 - 9/8/2023
Intent To Award	9/11/2023
Final Award & Effective Date of New Contract	10/1/2023

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FSA23-EQU21.0	
Bid Calendar Task	Date
Invitation to Bid Announcement (ITB)	5/1/2023 & 5/15/2023
Voluntary Interested Bidder Workshop	6/7&8/2023
New Item Specification Requests Due	6/23/2023
Pre Bid Meeting	7/13/2023
Request for Clarifications Due to FSA	7/18/2023
FSA VendorLink Bidder Training	7/24/2023
Bid System Open	7/25/2023
Cone of Silence	7/25/2023 - 9/11/2023
Bid Submissions Due	8/30/2023
Public Bid Opening	9/1/2023
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Bid Evaluation	9/5/2023 - 9/8/2023
Intent To Award	9/11/2023
Final Award & Effective Date of New Contract	10/1/2023

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Appendix C: ACH Payments



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Appendix D: Federal Clauses

Applicability of Third-Party Contract Provisions*

(Excluding micro-purchases, except Davis-Bacon requirements apply to construction contracts exceeding \$2,000.)

In addition to other provisions negotiated with purchasers placing federally funded purchase orders, Vendors must comply with the following provisions upon award of a federally funded purchase order:

PROVISION	Professional Services/A&E	Operations/ Management	Construction	Materials & Supplies
Equal Employment Opportunity			All	
Davis-Bacon Act			>\$2,000	
Copeland "Anti-Kickback" Act			>\$2,000	
Contract Work Hours and Safety Standards Act	>\$100,000	>\$100,000	>\$100,000	>\$100,000
Rights to Inventions Made Under a Contract or Agreement	If the purchase order involves performance of experimental, developmental or research work	If the purchase order involves performance of experimental, developmental or research work	If the purchase order involves performance of experimental, developmental or research work	If the purchase order involves performance of experimental, developmental or research work
Clean Air Act	>\$150,000	>\$150,000	>\$150,000	>\$150,000
Federal Water Pollution Control Act	>\$150,000	>\$150,000	>\$150,000	>\$150,000
Debarment and Suspension	All	All	All	All
Byrd Anti-Lobbying Amendment	>\$100,000	>\$100,000	>\$100,000	>\$100,000
Procurement of Recovered Materials	All	All	All	All
Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment	All	All	All	All
Domestic Preferences for Procurements	All	All	All	All

*References to the code of regulations (CFR) or United States Code (USC) were accurate at the time of publication. It is the responsibility of the Bidder to ensure compliance is met of the referenced state and federal laws within the published rules.

EQUAL EMPLOYMENT OPPORTUNITY: Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The clause set forth in 41 CFR 60-1.4(b) is incorporated herein by reference. Vendor must comply with this clause and include this clause in all lower-tier federal assisted construction contracts.

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DAVIS-BACON ACT, as amended (40 U.S.C. 3141-3148): When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. Vendors performing construction must comply with all applicable provisions of the Davis-Bacon Act and include this clause in all lower-tier subcontracts for construction.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C., chapter 37): Vendor shall comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C., chapter 37), as supplemented by Department of Labor regulations (29 CFR part 5).

(a) Overtime requirements. Neither Vendor nor any contractor or subcontractor contracting for any part of the purchase order work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in Paragraph 15(a), Vendor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, Vendor or such subcontractor shall be liable to the United States (in the case of work done under the 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 15(a), in the sum of \$29 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 15(a) of this section.

(c) Withholding for unpaid wages and liquidated damages. Purchaser 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 Vendor or a subcontractor under the purchase order or any other Federal contract with Purchaser, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by Purchaser, such sums as may be determined to be necessary to satisfy any liabilities of Vendor or its subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in Paragraph (a).

(d) Subcontracts. Vendor shall insert in any subcontracts over \$100,000 for construction and other purposes that involve the employment of mechanics or laborers, the clauses set forth in Paragraphs (a) through (d) and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts.

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT: If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with

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a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor shall comply with these requirements when performing a purchase order involving experimental, developmental or research work and flowdown this clause to lower-tier subcontractors performing such work.

CLEAN AIR ACT (42 U.S.C. 7401 *et seq.*) and the FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251 *et seq.*), as amended: Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 *et seq.*) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 *et seq.*). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor shall comply with the requirements of Clean Air Act and the Federal Water Pollution Control Act and include this clause in all lower-tier subcontracts with a value over \$150,000.

DEBARMENT AND SUSPENSION (E.O.s 12549 and 12689): By accepting or performing this purchase order, Vendor certifies that it is not identified in the Exclusions area of the System for Award Management as being currently debarred, suspended, proposed for debarment, or otherwise excluded ("SAM Exclusion"). Vendor shall obtain similar certifications from its lower-tier subcontractors for each subcontract in excess of \$25,000 and Vendor shall not award lower-tier subcontracts in excess of \$25,000 to an entity subject to a SAM Exclusion.

LOBBYING RESTRICTIONS (31 U.S.C. 1352): By accepting or performing this purchase order, Vendor certifies 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. Vendor shall also disclose to Purchaser any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award or contract. Vendor shall flow down this clause and require this certification for lower-tier subcontractors with a subcontract of \$100,000 or more. Vendor shall provide its disclosure and all disclosures received from lower-tier subcontractors to Purchaser.

PROCUREMENT OF RECOVERED MATERIALS: A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Vendor shall comply with this clause and include this clause in all lower-tier subcontracts.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems 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. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

DOMESTIC PREFERENCES FOR PROCUREMENTS:

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Vendor agrees to comply with the requirements of this clause and include the requirements of this clause in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "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.

(2) "Manufactured products" means 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.

FSA Cooperative Purchasing Program



FSA23-EQU21.1: Equipment Base Specifications



FSA23-EQU21.0: Heavy Equipment Item Group Specifications

Item Groups Summary

All bid items shall be built to FSA base specifications for the item or model number indicated and shall include all standard manufacturer equipment unless otherwise specified. When requested by the purchaser, vendors must submit detailed specifications for the item and options offered.

- All Terrain & Utility Vehicles: All Terrain Vehicles (Quad)
- All Terrain & Utility Vehicles: Utility Vehicles (Side-by-Side)
- All Terrain & Utility Vehicles: Electric Utility Vehicles (Side-by-Side)
- Boat: Aquatic Weed Cutter Workboat
- Bulldozer: 180hp
- Bulldozer: 70hp
- Bulldozer: 90hp
- Chipper: Brush Chipper
- Compactor: 80,000 lbs. Landfill Compactor
- Compressor: Air Compressor - Trailer Mounted
- Dump Truck: Articulating Off Road Dump Truck - 50,000 lbs. Payload
- Excavator: All Terrain Walking Excavator
- Excavator: Hydraulic Excavator - 15,590 lbs. Operating Weight
- Excavator: Hydraulic Excavator - 38,000 lbs. Operating Weight
- Excavator: Hydraulic Excavator - 76,550 lbs. Operating Weight
- Excavator: Mini Hydraulic Excavator - 7,105 lbs. Operating Weight
- Excavator: Telescopic Excavator - 45,000 lbs. Operating Weight - Tracked Type
- Excavator: Telescopic Excavator - 47,000 lbs. Operating Weight - 6x6 Wheeled Type
- Excavator: Vacuum Excavator - Trailer Mounted
- Excavator: Wheeled Hydraulic Excavator - 42,000 lbs. Operating Weight
- Forklift: Cushion Tire - 4,000 lbs. Capacity
- Forklift: Rough Terrain Forklift - 5,000 lbs. Minimum Capacity*
- Forklift: Telescopic Tool Carrier/Telehandler
- Generator: 60kW Stationary*
- Generator: 125kW Stationary
- Generator: 150kW Mobile
- Generator: 500kW Mobile
- Generator: 500kW Stationary
- Horizontal Directional Drill*
- Leaf Collector: Trailer Mounted*
- Lift: Scissor Lift - Self Propelled
- Light Tower: Hybrid Light Tower
- Light Tower: Light Tower - Trailer Mounted



FSA23-EQU21.0: Heavy Equipment Item Group Specifications

- Loader: Loader Backhoe - 4x4
- Loader: Skid Steer - 1,850 lbs. Operating Capacity - Wheeled Type
- Loader: Skid Steer - 2,800 lbs. Operating Capacity - Wheeled Type
- Loader: Skid Steer - 3,100 lbs. Operating Capacity - Tracked Type
- Loader: Wheel Loader - 1.5 cubic yd.
- Loader: Wheel Loader - 3.0 cubic yd.
- Loader: Wheel Loader - 5.75 cubic yd.
- Low Speed Vehicle: Electric Type
- Motor Grader: Large
- Motor Grader: Small
- Mower: 15ft. Flex Wing Rotary Mower
- Mower: Remote Controlled Brush Mower
- Mower: Electric Zero Turn Radius Mower*
- Mower: Zero Turn Radius Mower
- Pallet Jack: Electric 4,500 lbs. Capacity*
- Pipe Inspection: Battery Operated Pipe Crawler Inspection System*
- Pump: Mobile Pump
- Roadway Advisory Board: Mobile Message Board
- Roadway Advisory Board: Mobile Speed Board
- Roadway Advisory Board: Mobile Speed Board/Automatic License Plate Reader*
- Roadway Advisory Board: Mobile Traffic Advisory/Direction Signal Board
- Roller: Compaction Roller 30,000 lbs. - Single Drum
- Roller: Large 22,000 lbs. - Double Drum Roller - 70in. Width
- Roller: Small 5,400 lbs. - Double Drum Roller - 47in. Width
- Sewer Cleaner: Combination Sewer Cleaning/Vacuum Machine Body - 10 cubic yd.
- Sewer Cleaner: Trailer Mounted Sewer Cleaner
- Shop Tools & Equipment*
- Shredder: Mobile Shredder
- Solid Waste Material Handler: Wheeled Type
- Stump Cutter
- Sweeper: 3-Wheel Mechanical or Regenerative Air Sweeper
- Sweeper: Cabover Mechanical Broom Street Sweeper
- Sweeper: Compact Air Sweeper - 2.3 cubic yd.
- Sweeper: Regenerative Air Street Sweeper
- Sweeper: Self-Propelled Hydrostatic Broom
- Tactical Vehicle: Skid Steer Mounted (The Rook)
- Tool Carrier: Hydrostatic Drive
- Tractor: Agriculture Tractor - 4x2



FSA23-EQU21.0: Heavy Equipment Item Group Specifications

- Tractor: Compact Articulating Tractor - AWD
- Tractor: Small Agriculture Tractor - 4x4
- Tractor: Tractor with Boom Mower - 4x4
- Trailer: Deck Over Flatbed Trailer - 16,000 lbs. GVWR
- Trailer: Deck Over Equipment Trailer - 40,000 lbs. GVWR*
- Trailer: Detachable Neck Lowboy Trailer - 100,000 lbs. GVWR*
- Trailer: Enclosed Cargo Trailer - 7,000 lbs. GVWR
- Trailer: Enclosed Utility Body/Trailer Mounted - 9,900 lbs. GVWR*
- Trailer: Fixed Neck Lowboy Trailer - 70,000 lbs. GVWR*
- Trailer: Hydraulic Drop Deck Trailer - 13,500 lbs. GVWR*
- Trailer: Hydraulic Tail Trailer - 70,000 lbs. GVWR
- Trailer: Leachate Tanker - 6,500 gallons*
- Trailer: Livestock Trailer - 7,000 lbs. GVWR*
- Trailer: Pull Behind Dump Trailer - 14,000 lbs. GVWR
- Trailer: Refrigeration/Freezer Trailer - 7,000 lbs. GVWR*
- Trailer: Utility/Equipment Trailer - 7,000 lbs. GVWR*
- Trailer: Waste Trailer with Walking Floor
- Transfer Switch: 600 Amp Automatic Transfer Switch
- Trencher: Walk Behind Trencher
- Underground Locating Equipment: Ground Penetrating Radar*
- Underground Locating Equipment: Utility Locator*
- Vehicle Lift: Mobile - 2 Column, Cabled
- Vehicle Lift: Mobile - 2 Column, Wireless
- Vehicle Lift: Mobile - 4 Column, Cabled
- Vehicle Lift: Mobile - 4 Column, Wireless
- Vehicle Lift: Mobile - 6 Column, Cabled
- Vehicle Lift: Mobile - 6 Column, Wireless
- Vehicle Lift: Mobile - 8 Column, Cabled
- Vehicle Lift: Mobile - 8 Column, Wireless
- Vehicle Lift: Stationary - 2 Post Asymmetric Stationary Vehicle Lift 10k
- Vehicle Lift: Stationary - 2 Post Symmetric Stationary Vehicle Lift 12k
- Vehicle Lift: Stationary - 2 Post Symmetric Stationary Vehicle Lift 15k
- Vehicle Lift: Stationary - 2 Post Symmetric Stationary Vehicle Lift 18k
- Vehicle Lift: Stationary - 2 Post Versymmetric Stationary Vehicle Lift 10k
- Vehicle Lift: Stationary - 4 Column, Alignment Lift with Front/Rear Jacks and Integrated Turntables and Slip Plates 14k



**FSA23-EQU21.0: Heavy Equipment
Item Group Specifications**

**Indicates new item group for FSA23-EQU21.0*



**FSA23-EQU21.0: Heavy Equipment
Item Group Specifications**

All Terrain & Utility Vehicles: All Terrain Vehicles (Quad)

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Engine: Manufacturer's gas or diesel engine, air cooled, overhead valve, keyed electronic ignition, 20 hp minimum
- Transmission: Manufacturer's standard automatic transmission
- Chassis: Standard front bumper
- Tires and Wheels: Front and rear all terrain tires, must match drive train



**FSA23-EQU21.0: Heavy Equipment
Item Group Specifications**

All Terrain & Utility Vehicles: Utility Vehicles (Side-by-Side)

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following

FSA Base Specification

- Engine: Manufacturer's gas or diesel engine, air cooled, overhead valve, keyed electronic ignition, 20 hp minimum
- Transmission: Manufacturer's standard automatic transmission
- Chassis: Standard front bumper
- Tires and Wheels: Front and rear all terrain tires, must match drive train



**FSA23-EQU21.0: Heavy Equipment
Item Group Specifications**

All Terrain & Utility Vehicles: Electric Utility Vehicles (Side-by-Side)

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- FSA Base Vehicle Requirements: 2 programmed keys and fobs if available, full-size spare tire if available
- Dimensions (Approximate): Length- 115", height- 51", width- 56", wheel base- 79", curb weight- 1,500 lbs., GVW- 2,900 lbs.
- Power: 7 hp electric motor, 8-6 volt heavy duty batteries, 48 volt
- Transmission/Axle: Enclosed internally lubricated differential/transaxle, 2-wheel drive
- Chassis/Steering/Suspension: 1,250 lbs. towing capacity, 2,900 lbs. GVW, frame type chassis, suspension matched for GVW of vehicle
- Tires And Wheels: Off/on road type tires, wheels rated for GVW of vehicle, tires to be traction type rated for GVW of vehicle
- Performance: 45 mile range, 19 mph minimum
- Brakes: Manual parking brake, disc or drum type, 2 or 4 wheel breaks
- Body: Rear mounted hitch for towing 2", pick-up type box with sides and tailgate, 2 passenger seating



**FSA23-EQU21.0: Heavy Equipment
Item Group Specifications**

Boat: Aquatic Weed Cutter Workboat

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- General Dimensions: Height- 8', width- 7'3", length- 15', height from waterline- 48", boat draft- 4" to 6", weight- 2,285 lbs.
- Engine: 3-cylinder diesel engine, liquid cooled electric start, and charging system
- Hydraulics: Triple pump design, 27 gpm, eco-friendly hydraulic fluid
- Propulsion: Twin hydraulic outdrives, weed and mud design propellers
- Vessel Hull: Fiberglass/kevlar design, deck mounted cutter and loader
- Boom Cutter: Hydraulic drive, full articulation to cut 5' below waterline
- Front End Loader: Marine-type vegetation bucket
- Operator Station: All hydraulic function/propulsion function controls
- Trailer: Trailer to be designed specifically for this workboat. Must meet all federal, state, and local laws for a trailer operated on the highway.



**FSA23-EQU21.0: Heavy Equipment
Item Group Specifications**

Bulldozer: 180hp

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Engine: Minimum 6-cylinder 180 hp diesel engine
- Transmission: Power shift (3 forward, 1 reverse minimum) or hydrostatic drive (variable)
- Undercarriage: 7 rollers each side minimum, top roller each side minimum, manufacturer's standard length track, manufacturer's standard track width, 24" grouser width
- Dozer Blade: Width- 128", height- 48", 2.5 cubic yd. blade capacity, PAT type blade, power angle and tilt, hydraulically controlled
- Weight: Minimum operating weight- 43,000 lbs.



**FSA23-EQU21.0: Heavy Equipment
Item Group Specifications**

Bulldozer: 70hp

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Engine: Minimum 4-cylinder 70 net hp
- Transmission: Hydrostatic, infinitely variable speed, constantly variable
- Undercarriage: Minimum 5 rollers, standard grouser minimum of 16", top roller each side
- Dozer: Minimum width- 96", minimum height- 32", minimum 1.88 cubic yd. blade capacity, power angle tilt (PAT) type blade



**FSA23-EQU21.0: Heavy Equipment
Item Group Specifications**

Bulldozer: 90hp

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Engine: Minimum 4-cylinder 90 net hp
- Transmission: Hydrostatic, infinitely variable speed, constantly variable
- Undercarriage: Minimum 6 rollers, standard grouser minimum of 18", top roller each side
- Dozer: Minimum width- 104", minimum height- 36", minimum 2.5 cubic yd. blade capacity, power angle tilt (PAT) type blade



FSA23-EQU21.0: Heavy Equipment Item Group Specifications

Chipper: Brush Chipper

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Dimensions: Weight- 6,800 lbs., width- 72", height- 100"; length- 176", 15" chipping capacity
- Engine: 122 hp diesel engine, over center type clutch, heavy duty air cleaner, spin on type filters
- Chassis: Main frame constructed of rectangular tubing or in.zin. section, 7,000 lbs. axle torsion type, electric brakes with breakaway switch, ST 235/80R16 tires load range E, steel wheels, drop leg jack, 2 1/2" diameter lunette or 2 5/16" ball hitch, adjustable height hitch, safety chains, 6-way light connector, all wiring in conduit to lights, four function rear lights
- Feed System: Infeed throat opening- 20" x 15", serrated infeed rollers, feed rollers hydraulically driven, feed table height- 27", feed table length- 30", safety control bar around infeed opening for emergency stop
- Chipper Drum Or Disc: Drum type- 22" diameter x 22" width, 2 knife pockets 180 degrees apart, dual edge reversible knives, extreme duty bearings, adjustable bedknife (reversible), disc type: 37" x 2" diameter disc, 4 knives reversible
- Chipper Housing: Easy access door for knife changes, drop down door for anvil adjustment or clean out, chipper housing to be constructed for maximum safety and operator protection
- Discharge Chute: Rotation of 360 degrees, adjustable chip deflector locking pin for chute rotation
- Miscellaneous: 26 gal fuel tank, engine shutdown system, locking tool box, vandalism protection



**FSA23-EQU21.0: Heavy Equipment
Item Group Specifications**

Compactor: 80,000 lbs. Landfill Compactor

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Weight: Minimum operating weight- 80,000 lbs.
- Engine: Turbocharged diesel engine 400 hp minimum, spin on type filters
- Transmission/Hydraulic System: Mechanical or hydrostatic drive will be acceptable (2 speeds forward and 2 speeds reverse minimum), spin on type hydraulic filters
- Operating Station: Enclosed sound suppressed cab, air filtration system, air conditioned, heater and defroster, gauges and engine monitoring shutdown system, adjustable suspension seat, outside mirrors, work lights, windshield wipers and washer
- Electrical System: 24 Volt
- Wheels: Compaction wheels- 48" width minimum, wheel diameter- 58" width minimum, chevron chopper blades, weld-on or pin-on teeth type wheels acceptable, anti-wire wrapping device if applicable, cleaner bar if applicable
- Blade: Straight or U type trash blade acceptable, 14' blade minimum, 6' blade height minimum, full width trash screen on top of blade, bolt on cutting edges
- Miscellaneous: Fully shielded engine compartment, removable belly pan, landfill shielding package if applicable



**FSA23-EQU21.0: Heavy Equipment
Item Group Specifications**

Compressor: Air Compressor - Trailer Mounted

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Approximate Dimensions: Weight- 1,950 lbs., length- 79", width- 40", height- 47"
- Engine: 49 hp Tier 4 Engine, 12 Volt electrical system, engine protection system, gauge package
- Compressor: 185 cfm @ 100 psi, rotary or reciprocating style compressor, 2 service valves
- Trailer: 3,700 GVW axle rating, manufacturer rated tires, fold up tongue jack
- Enclosure: Fixed weather enclosure over entire engine/compressor, 2 full size tool boxes



**FSA23-EQU21.0: Heavy Equipment
Item Group Specifications**

Dump Truck: Articulating Off Road Dump Truck - 50,000 lbs. Payload

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Weight: Minimum operating weight- 40,000 lbs., minimum gross weight (with payload)- 91,000 lbs.
- Engine: Turbocharged diesel engine 265 hp, 549 cubic in. minimum, spin on type filters, two stage air cleaner
- Transmission: 6 speeds forward, 1 speed reverse, top speed of 31 mph, hydraulic retarder
- Brakes: Disc type service brakes, disc type parking brake
- Axles & Differentials: Differential locks, planetary gear reduction final drives, inter axle differential lock
- Tires: Tubeless, radial off road hauler tires, 23.5 R 25 tire size
- Steering: 45 degree left or right articulation angle, secondary electric steering system for emergency steering, double acting steering cylinders
- Operating Station: Cab to be pressurized, heated, air conditioned and filtered, built in ROPS/FOPS protection, suspension type operators seat with seat belt, cab instrumentation or engine monitoring system with audible alarms, tinted glass windows, sun visor, front and rear intermittent windshield wipers, work lights, headlights, stop, tail and turn signal lights, left and right mirrors
- Body: Dump body tipping angle 70 degrees, mud flaps, two single stage double acting body hoist cylinders, 18 yd. heaped capacity, body rise time maximum 12 seconds
- Miscellaneous: 95 gal fuel tank minimum, guard or shielding package



FSA23-EQU21.0: Heavy Equipment Item Group Specifications

Excavator: All Terrain Walking Excavator

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Weight: 15,873 lbs. 2x4, 17,196 lbs. 4x4 Option
- Engine/Cab: Diesel engine, minimum 95 net hp, roll over enclosed cab air conditioned and heated, hinged quick release side window for emergency exit (operational at all boom positions), hinged front window opening outward for safety (not inward reducing operator head room), gauges or warning indicators for fuel level, engine oil, hydraulic oil and coolant, mirrors, air suspension operators ft. seat, full size cab (width of machine)
- Travel System: Minimum high-speed travel- 5 mph, minimum grade-ability 70%, four tires
- Hydraulic System: Digging depth- 15'4", auxiliary hydraulic circuit and controls plumbed to the end of stick with disconnect to allow the use of hydro-mechanical work tools, hydraulic swing system, stabilizers to be individually controlled in the vertical and horizontal positions
- Electrical System: Work lights
- Bucket: 4' wide grading bucket



**FSA23-EQU21.0: Heavy Equipment
Item Group Specifications**

Excavator: Hydraulic Excavator - 15,590 lbs. Operating Weight

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Weight: Minimum operating weight- 15,590 lbs.
- Engine: 53 hp diesel engine, fuel capacity 26 gal
- Travel System: Minimum high-speed travel of 3.0 mph
- Undercarriage: Overall track length 9' 1", overall track width 11' minimum 7' 6", shoe width 17.7" minimum
- Operating Station: ROPS Cab to be air conditioned, heated and pressurized filtration system, opening front windshield, adjustable suspension type seat with safety belt, tinted safety glass, engine monitoring system with audible alarms, work lights
- Stick, Boom, Bucket: Boom and stick combination to allow minimum reach at ground level of 20' 11", bucket to be general purpose bucket, appropriately sized for machine and included
- Swing System: Swing radius 5' approximate, swing speed 9.0 rpm



**FSA23-EQU21.0: Heavy Equipment
Item Group Specifications**

Excavator: Hydraulic Excavator - 38,000 lbs. Operating Weight

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Weight: Minimum operating weight- 38,000 lbs.
- Engine: Turbocharged diesel engine 113 hp
- Travel System: Travel speed of 3.2 mph
- Hydraulic System: Standard auxiliary hydraulic valve, main hydraulic system flow 72 gpm minimum
- Undercarriage: Overall track length 12' 10" minimum, overall track width 8' 5" minimum, shoe width 24"
- Operating Station: ROPS Cab to be air conditioned, heated and pressurized filtration system, intermittent windshield wipers, opening front windshield, adjustable suspension type operator seat with safety belt, work lights



**FSA23-EQU21.0: Heavy Equipment
Item Group Specifications**

Excavator: Hydraulic Excavator - 76,550 lbs. Operating Weight

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Weight: Minimum operating weight- 76,550 lbs.
- Engine: Turbocharged diesel engine 257 hp, fuel capacity 145 gal
- Travel System: Travel speed of 2.9 mph
- Hydraulic System: Standard auxiliary hydraulic valve, main hydraulic system flow 144 gpm minimum
- Undercarriage: Overall track length 16' 2", overall track width 10' 6", shoe width 24"
- Operating Station: ROPS cab to be air conditioned, heated and pressurized filtration system, intermittent windshield wipers, opening front windshield, adjustable suspension type operator seat with safety belt, tinted safety glass, engine monitoring system with audible alarm, work lights
- Stick, Boom, Bucket: Boom and stick combination to allow minimum reach at ground level of 35' 6", bucket to be a general-purpose bucket, appropriately sized for machine and include
- Swing System: Swing radius 12, Swing speed 9.2 rpm



**FSA23-EQU21.0: Heavy Equipment
Item Group Specifications**

Excavator: Mini Hydraulic Excavator - 7,105 lbs. Operating Weight

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Weight: 7,105 lbs. minimum
- Engine/Cab: Diesel engine, minimum 23 hp, ROPS canopy, gauges or warning indicators for fuel level, engine oil, hydraulic oil and coolant
- Travel System: Minimum high-speed travel 2.3 mph, minimum gradeability, 20 degrees, 11" wide rubber belt tracks
- Hydraulic System: Digging depth 9' minimum, auxiliary hydraulic circuit and controls plummed to the end of stick with disconnect to allow the use of hydro-mechanical work tools, backfill blade, hydraulic swing system.
- Electrical System: Work lights



FSA23-EQU21.0: Heavy Equipment Item Group Specifications

Excavator: Telescopic Excavator - 45,000 lbs. Operating Weight - Tracked Type

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Weight: Minimum operating weight 45,000 lbs.
- Engine: 4-cylinder turbocharged diesel, 170 hp at 2200 rpm, spin on type filters, two stage air cleaner, 12 volt 100 amp alternator, 90 gal fuel capacity
- Track Drive: 2-speed automatic with manual override, high torque piston motors each track, planetary drives, travel speed high 3.4 mph, low 1.9 mph, automatic parking brake, individual track control
- Tracks: 23.6 pad size
- Operator Station: Acoustical lined, adjustable seat, tinted safety glass, filtered fresh air, heater, air conditioned, and defroster, wipers and washers, skylight, work lights
- Operator Station Controls: Electric engine monitoring system, auto idle, electronic joysticks on adjustable pedestals, pedals for travel and steering, low/high travel switch, engine speed control
- Safety Items: Electric horn, movement alarm, fire extinguisher, mirrors, right and left side
- Hydraulic System: Hydraulic oil cooler, 120 hp track drive motors (each), 64 hp swing motor, electronic hydraulic system monitor, spin on hydraulic filters, swing speed 7.0 rpm, automatic swing brake
- Boom: Telescopic boom, 180 degree boom rotation, 30' reach at ground level from center pivot to buck cutting edge
- Bucket: 60" ditching bucket provided with machine, quick attach type 1
- Weight: Minimum operating weight- 47,000 lbs.



FSA23-EQU21.0: Heavy Equipment Item Group Specifications

Excavator: Telescopic Excavator - 47,000 lbs. Operating Weight - 6x6 Wheeled Type

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Weight: Minimum operating weight 47,000 lbs.
- Carrier: 6-cylinder turbocharged diesel engine, 250 hp at 2200 rpm, spin on type filters, two stage air cleaner, 24 volt 70 amp alternator, 6-speed automatic transmission, 1 to 1 transfer case with front axle disconnect, one person carrier cab, air ride seat, heater, air condition, and defroster, 2-speed windshield wipers, tinted glass, isolated and acoustic lined, gauges to monitor engine functions, frame sized for GVW and stress of mounted upper structure, bolt on front bumper, desiccant type, spin on type, air dryer, fuel tank 50 gal minimum,
- Safety: Electric horn, west coast mirrors with convex spot mirrors, tow hooks, fire extinguisher, backup alarm
- Front Axle: 16,000 front drive axle, leaf spring suspension, 16.5"x5" "S" cam brakes, automatic slack adjuster, integral power steering, hydraulic axle lockouts, 425/65R22.5 on/off road tires
- Rear Axle: Tandem axles 40,000 lbs. rated, Hendrickson rear suspension, 16.5"x7" "S" cam brakes, automatic slack adjusters, 11R 24.5 traction type tires
- Upper Structure: Hydraulic system- 80 hp drive motor, 44 hp swing motor, automatic swing park brake, 50 gal oil reservoir, spin on hydraulic filters, swing speed 8 rpm, hydraulic remote control- travel and steering controls in upper structure cab, automatic brakes and axle lockouts, movement alarm, upper structure cab- isolated and acoustic lined, tinted safety glass, adjustable operators seat, heater, air condition, and defroster, work lights, wipers and washers, mirrors on left and right, skylight upper structure control-electronic joysticks on adjustable pedestals, engine monitoring lights or gauge with audible warning or automatic shutdown, pedals for steering and travel, low/high travel switch, electric horn, engine speed control bucket- quick attach type, 60" ditching bucket provided with machine, boom- telescopic boom, 180 degree boom rotation, 30' reach at round level from upper structure pivot to bucket cutting edge



**FSA23-EQU21.0: Heavy Equipment
Item Group Specifications**

Excavator: Vacuum Excavator - Trailer Mounted

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Weight: 14,000 lbs. GVWR
- Engine: 36 hp diesel engine, water cooled, fully enclosed sound attenuated engine enclosure (including vacuum pump and high-pressure water pump), 15 gal fuel tank
- Vacuum Pump: 580 cfm at 15" of mercury, mounted inside engine enclosure, washable filtration cylinders, reverse pressure (to clear hose and offload liquids)
- High Pressure Water System: 400 psi at 4 gpm water pump, low water automatic shutdown, two 100 gal poly water tanks, 50' high pressure water hose on hose reel, 5' and 3' wand and control handle
- Controls: Lockable and waterproof, curbside located, oil pressure, water temperature, fuel and vacuum gauge, electronic throttle
- Tank: Full open rear door, door hydraulically opened, twin dump cylinders, 6" stainless steel portal shutoff, 800 gal debris tank capacity
- Boom: 4" pickup hose, hydraulically powered in/out and up/down, boom cradle, 360 degree movement, 2 dielectric 3" suction wands, 33' rubber suction hose
- Trailer: 7,000 lbs. dexter torsion axles, 14,000 lbs. GVWR, 10,000 lbs. jack stand, I beam construction, Pintle hitch, electric brakes with safety breakaway, LT235/85R16 tires, Stop/tail/turn lights



**FSA23-EQU21.0: Heavy Equipment
Item Group Specifications**

Excavator: Wheeled Hydraulic Excavator - 42,000 lbs. Operating Weight

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Weight: Minimum operating weight- 42,000 lbs.
- Engine: Turbocharged diesel engine 140 hp, spin on type filters, two stage air cleaner
- Travel System: Travel speed of 21 mph
- Hydraulic System: Standard auxiliary hydraulic valve, hydraulic system flow 99 gpm minimum
- Wheel Drive: Wheelbase 8' minimum, tire size 10:00x20, ground clearance 13" minimum, gradeability 61 percent
- Operating Station: Cab to be air conditioned, heated, and pressurized filtration system, intermittent windshield wipers, opening front windshield, vibration dampening cab mounts, adjustable suspension type operator seat with safety belt, tinted safety glass, engine monitoring system with audible alarms, work lights, stop/tail/turn and emergency flashers
- Stick, Boom, Bucket: Boom and stick combination to allow minimum reach at ground level of 30' minimum, bucket to be a general purpose bucket, appropriately sized for machine and included
- Swing System: Swing radius 7' approximate, swing speed 9.5 rpm minimum
- Miscellaneous: Fuel capacity of 77 gal minimum
- Blade/Outriggers: Front blade with 8' minimum, rear outriggers FLO



**FSA23-EQU21.0: Heavy Equipment
Item Group Specifications**

Forklift: Cushion Tire - 4,000 lbs. Capacity

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Engine: 50 hp LP gas engine
- Transmission: Powershift type, inching pedal, 1 speed forward, 1 speed reverse
- Hydraulic System: 19.0 gpm at 2250 psi
- Chassis: Wheelbase- 46", tread width- 33" (with standard tires), ground clearance at lowest point- 3"
- Tire size: Front- 18.0 x 7 x 12 cushion tire, rear- 14.0 x 5 x 10 cushion tire, steering radius- 72"
- Brakes: Hydraulic service brakes, mechanical parking brake
- Lift: Two stage lift mast, Lift height minimum - 130", Lift capacity- 4,000 lbs., fork spacing- 7" to 32" minimum, tilt- 5 degrees forward, 10 degrees backward
- Miscellaneous: FOPS protection, work lights, seat belts



**FSA23-EQU21.0: Heavy Equipment
Item Group Specifications**

Forklift: Rough Terrain Forklift - 5,000 lbs. Minimum Capacity

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Lift Capacity: 5,000 lbs. minimum capacity
- Lift Height: Minimum of 14'
- Weight: 12,800 lbs.
- Front Tire Track Width: 80"
- Turning Radius: 13'
- Engine: 70 hp diesel, 24 gal fuel tank
- Transmission: Fwd/rev shuttle shift, 4WD
- Tires: Front 16.9-24, rear 12-16.5 lug type tires
- Mast: 3 stage, side shift, fwd/backward tilt, load cushioning
- Operator Station: Adjustable seat, seat belt, FOP overhead guard, b/u alarm , ANSI safety compliant



**FSA23-EQU21.0: Heavy Equipment
Item Group Specifications**

Forklift: Telescopic Tool Carrier/Telehandler

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Approximate Dimensions: Length- 196", width- 90", height w/cab- 93", wheelbase- 113", weight: 17,155 lbs.
- Engine: Diesel Tier 4 100 hp, Turbocharged, heavy duty cooling system
- Powertrain: Hydrostatic drive, 2 travel speeds low speed 3.0 mph, high speed 18 mph, all wheel drive, 3 steering modes- all wheel, crab, and front wheel, industrial lug type tires
- Comfort, Convenience And Safety: Certified ROPS cab with air conditioning and heat, suspension seat w/ seat belt, work lights, safety lights, and warning beacon, attachment controls in cab, engine gauge instrumentation
- Hydraulic System: Lift capacity 7,700 lbs., max lift 22', boom breakout force- 8,000 lbs.



FSA23-EQU21.0: Heavy Equipment Item Group Specifications

Generator: 60kW Stationary

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Generator Requirements: Standby duty rated equal to the kW rating of the item group bid, 60kW, 75 kVA, 0.8 power factor, 480 volts 3 phase, 60 Hz, 1,800 rpm, directly connected to the engine flywheel housing with flex coupling, generator shall meet performance class G3 of IEC, unit shall be in compliance with and be UL 2200 labeled
- Engine: Water cooled diesel engine, sized for generator set, emission compliant engine
- Controls: Solid state, microprocessor-based generator controls, controls shall provide all operating, monitoring and control functions for generator set
- Enclosure/Silencer: Complete diesel engine generator set including control panel, engine starting batteries shall be enclosed in a factory assembled water protective, sound attenuated enclosure, critical grade silencer, companion flanges, flexible stainless-steel exhaust
- Fuel Tank: Double wall sub-base tank integral to enclosure, 24-hour capacity at 100% at full load, rupture basin with 110% capacity, locking fuel caps, mechanical fuel level gauge, low fuel level alarm contact, fuel tank rupture alarm contact, must meet UL 142, must meet FDEP standards as applicable
- Battery Charger: Current limiting battery charger to automatically charge batteries, charger shall be dual charge rate with automatic switching to boost rate when required, charger shall be mounted on genset package
- Startup And Testing: Vendor must coordinate all startup and testing activities with the engineer and owner, after installation is completed by others and normal power is available, the vendor must perform a one (1) day startup including the use of building load, the startup technician will instruct all necessary personnel how to operate and maintain the equipment in accordance to the manufacturer's requirements
- Conditions: In addition to equipment specified, each generator shall be equipped with all standard equipment as specified by the manufacture for this model and shall include but not be limited to the following necessary items- initial filling of oil and antifreeze (fuel provided by others), shrink wrap applied to the product to ensure a clean finish, during the startup, the technician shall record the following information and provide to the owner for his records- record Operating Voltage, Hz, Ph, and connected load (Amperage), package information consisting of make of generator, model, serial number of complete package, and startup date, record engine and generator serial numbers, one complete set of operation and maintenance manuals, two (2) year or 1500-hour standard standby generator warranty, labor, materials, and travel for the warranty period repair will be paid by manufacturer during normal business hours



FSA23-EQU21.0: Heavy Equipment Item Group Specifications

Generator: 125kW Stationary

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Generator Requirements: Standby duty rated at 125.0 kW, 156.3 kVA, 8 power factor, 480 volts, 3 phase, 60 Hz, 1,800 rpm, directly connected to the engine flywheel housing with flex coupling, generator shall meet performance class G3 of IEC, unit shall be in compliance with and be UL 2200 labeled
- Engine: Water cooled diesel engine, sized for generator set, emission compliant engine
- Controls: Solid state, microprocessor-based generator controls, controls shall provide all operating, monitoring and control functions for generator set
- Enclosure/Silencer: Complete diesel engine generator set including control panel, engine starting batteries and fuel oil tank shall be enclosed in a factory assembled water protective, sound attenuated enclosure, critical grade silencer, companion flanges, flexible stainless-steel exhaust
- Fuel Tank: Double wall sub-base tank integral to enclosure, 24-hour capacity at 100% at full load, rupture basin with 110% capacity, locking fuel caps, mechanical fuel level gauge, low fuel level alarm contact, fuel tank rupture alarm contact, must meet UL 142 and FDEP standards
- Battery Charger: Current limiting battery charger to automatically charge batteries, charger shall be dual charge rate with automatic switching to boost rate when required, charger shall be mounted on genset package
- Startup And Testing: Vendor must coordinate all startup and testing activities with the engineer and owner, after installation is completed by others and normal power is available, the vendor must perform a one (1) day startup including the use of building load, the startup technician will instruct all necessary personnel how to operate and maintain the equipment in accordance to the manufacturer's requirements
- Conditions: In addition to equipment specified, each generator shall be equipped with all standard equipment as specified by the manufacture for this model and shall include but not be limited to the following necessary items- initial filling of oil and antifreeze (fuel provided by others), shrink wrap applied to the product to ensure a clean finish, during the startup, the technician shall record the following information and provide to the owner for his records- record Operating Voltage, Hz, Ph, and connected load (Amperage), package information consisting of make of generator, model, serial number of complete package, and startup date, record engine and generator serial numbers, one complete set of operation and maintenance manuals, two (2) year or 1,500-hour standard standby generator warranty, labor, materials, and travel for the warranty period repair will be paid by manufacturer during normal business hours



FSA23-EQU21.0: Heavy Equipment Item Group Specifications

Generator: 150kW Mobile

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Generator Requirements: Standby duty rated at 150 kWe, 187 kVA, 8 power factor, prime power duty rating 135 kWe, 168 kVA, 0.8 power factor, main breaker shall be equipped with shunt trip, generator end shall be direct coupled to the engine flywheel with a flexible coupling, generator shall meet performance class G3 of IEC, jacket water heater
- Engine: 6-cylinder, water cooled, 1,800 rpm, diesel engine, current emission compliant diesel engine, spin on fuel and oil filters
- Voltage Change Over Switch & Distribution: Manual 3-position voltage change over switch to select each voltage as specified when the unit is not running, 1 Ph 120/240, 3 Ph 120/240, 3 Ph 120/208, and 3 Ph 277/480, a five-point connection shall be provided for ease of connection of load leads, one 50 amp, 120/240 vac, 1 Ph, twist lock receptacle, one 30 amp, 120/240 vac, 1 Ph, RV type receptacle, two 20 amp, 120/240vac, 1 Ph, duplex receptacle, two 20 amp, 120/240 vac, 1Ph, duplex GFI receptacle, each receptacle shall be protected by a individual circuit breaker, a receptacle shall be provided to power both the jacket water heater and on-board battery charger, two thumb screw type connection points shall be provided for remote auto start.
- Controls: Solid state, microprocessor-based generator controls, controls shall provide all operating, monitoring and control functions for the generator set, controls shall provide for auto start/stop functions, a emergency stop push button will be installed, a voltage adjustment shall be provided in the panel to adjust voltage in all voltage positions, a switch shall be provided in the panel to turn all power off in the panel if not being used
- Enclosure: Complete diesel engine generator set including control panel, engine starting batteries and fuel tank shall be enclosed in a factory assembled weather protective, sound attenuated enclosure, the sound attenuated enclosure noise level is not to exceed 73-75 dba @ 21', oil and water drain lines shall be provided and extend to the enclosure wall with valves for easy service, critical grade silencer, companion flanges, flexible exhaust-flex, keyed alike lockable doors
- Startup & Commissioning: One (1) day startup including operational test of equipment showing proper connection of cables with safety issues performed by a factory trained technician, the startup technician will instruct personnel how to operate and maintain the equipment in accordance with the manufacturer's requirements
- Conditions: In addition to equipment specified, each generator shall be equipped with all standard equipment as specified by the manufacturer for this model and shall include but not be limited to the following items- all product shall be new and of current design, initial filling of oil and antifreeze (diesel fuel by others), during startup, the technician shall record the



FSA23-EQU21.0: Heavy Equipment Item Group Specifications

following information and provide to owner for his records- Operating Voltage, Hz, Ph, and connected load (Amperage) [if any], package information consisting of make of generator, model, serial number of complete package, and startup date, written information consisting of make, model, serial number, and startup date, record engine and generator serial numbers, one complete set of operation and maintenance manuals, two (2) year or 1500-hour standard mobile generator warranty will apply, generator to be transported to authorized servicing dealer for warranty repair during normal business hours

- Trailer: The trailer must have a VIN and a certificate of origin



FSA23-EQU21.0: Heavy Equipment Item Group Specifications

Generator: 500kW Mobile

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Generator Requirements: Standby duty rated at 500 kW, 625 kVA, 0.8 power factor, prime power duty rating 450 kWe, 563 kVA, 0.8 power factor, main breaker shall be equipped with shunt trip, generator end shall be direct coupled to the engine flywheel with a flexible coupling, generator shall meet performance class G3 of IEC, jacket water heater with service valves to ensure coolant does not need to be drained if heater needs service
- Engine: 6-cylinder, water cooled, 1800 rpm, diesel engine, current emission compliant diesel engine, spin on fuel and oil filters, 120 vac, 1 Ph, 60 Hz input 10 amp, 24 vdc, output automatic battery charger, standard 4D lead acid batteries with battery rack and cables
- Voltage Change Over Switch And Distribution: Manual 2 position voltage change over switch to select each voltage as specified when the unit is not running 3 Ph 120/208, and 3 Ph 277/480, load leads shall be attached to the generator using two (2) forms and shall be rated for 2000 amps, generator will be equipped with both, five (5) compression lugs per phase rated for 400 amps each, 20 amp, 120 vac, 1 Ph, male receptacle shall be provided to power the jacket water heater, a 20 amp, 120 vac, 1 Ph, male receptacle shall be provided to power the battery charger, two thumb screw type connection points shall be provided for remote auto start
- Controls: Solid state, microprocessor-based generator controls, controls shall provide all operating, monitoring and control functions for the generator set, controls shall provide for auto start/stop functions, an emergency stop push button will be installed, a voltage adjustment shall be provided in the panel to adjust voltage in all voltage positions, a switch shall be provided in the panel to turn all power off in the panel if not being used, a front face mounted circuit breaker shall be provided to protect the panel from any D.C. spikes
- Enclosure: Complete diesel engine generator set including control panel, engine starting batteries and fuel tank shall be enclosed in a factory assembled weather protective, sound attenuated enclosure, the sound attenuated enclosure noise level is not to exceed 80 dba @ 21', enclosure shall be constructed from aluminum, preferably out of .125 thickness and 5,058 marine grade aluminum, oil and water drain lines shall be provided and extend to the enclosure wall with brass ball valves for easy service, critical grade silencer (25 db reduction), companion flanges, flexible exhaust-flex, keyed-alike lockable doors
- In Base Fuel Tank Trailer: Trailer shall be DOT approved with proper serial number data plate indicating weight capacity minimum of 20,000 lbs., trailer will have dual axles with torque springs to reduce overall height of package, standard 7 pin vehicle wiring connector to be supplied, trailer will have two rear level jacks with sand shoes and front leveling jack, trailer will have hydraulic brakes, trailer will have all necessary safety equipment to include, but not



FSA23-EQU21.0: Heavy Equipment Item Group Specifications

be limited to, an adjustable and removable pintle hitch, 36" safety chains, fenders, lights per DOT, and break away cable, tires will be minimum load range type "D" (8 ply rating) with matching steel rims, rims are to be finish painted, minimum 8-hour capacity at 75% load rating to determine single wall tank size, a mechanical fuel gauge will be provided, locking fuel cap, low fuel level alarm, all necessary vents and caps will be provided along with suction, return, and drain points

- **Battery Charger:** Battery will be installed in holding container with battery cables, current limiting battery charger to automatically charge batteries, charger shall be dual charge rate with automatic switching to boost rate when required, charger mounted inside generator set package, fully charged battery will be provided at time of delivery and startup, 120-volt shore power connector for battery charger
- **Startup And Commissioning:** One (1) day startup including operational test of equipment showing proper connection of cables with safety issues performed by a factory trained technician, the startup technician will instruct personnel how to operate and maintain the equipment in accordance with the manufacturer's requirements
- **Conditions:** In addition to equipment specified, each generator shall be equipped with all standard equipment as specified by the manufacturer for this model and shall include, but not be limited to, the following items- all product shall be new and of current design, initial filling of oil and antifreeze (diesel fuel by others), during startup, the technician shall record the following information and provide to owner for his records- Operating Voltage, Hz, Ph, and connected load (Amperage-if any), written Information consisting of make, model, serial number, and startup date, record engine and generator serial numbers, one complete set of operation and maintenance manuals, two (2) years or 1,000 hours standard mobile generator warranty will apply, whichever occurs first, generator to be transported to authorized servicing dealer for warranty repair during normal business hours
- **Trailer:** The trailer must have a VIN and a certificate of origin



FSA23-EQU21.0: Heavy Equipment Item Group Specifications

Generator: 500kW Stationary

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Generator Requirements: Standby duty rated at 500 kW, 625 kVA, 0.8 power factor, 480 volts, voltage options are- 120/240, 120/208 or 277/480 3 Ph, directly connected to the engine flywheel housing with a flex coupling, generator shall meet performance class G3 of IEC, unit shall be compliance with UL 2200 specifications
- Engine: 6-cylinder, water cooled, 1800rpm, diesel engine, emission compliant engine to stationary standby regulations.
- Controls: Solid state, microprocessor-based generator controls, controls shall provide all operating, monitoring and control functions for the generator set, control panel is NFPA110 compliant
- Enclosure/Silencer: Complete diesel engine generator set including control panel, engine starting batteries and fuel oil tank shall be enclosed in a factory assembled weather protective, sound attenuated enclosure with oil and water drain lines, enclosure shall be constructed from aluminum, preferably out of .125 thickness and 5,058 marine grade aluminum, critical grade silencer (25DB Reduction), companion flanges, flexible stainless-steel exhausts flex
- Fuel Tanks: Double wall sub-base diesel fuel tank shall be integral to the enclosure, 24-hour capacity at 75% load rating, rupture basin will be of 110% capacity, locking fuel caps, all necessary vents and caps will be provided, mechanical fuel level gauge, low fuel level alarm contact, fuel tank rupture basin alarm contact, must meet UL 142 and FDEP standards
- Battery Charger: Current limiting battery charger to automatically charge batteries, charger shall be dual charge rate with automatic switching to boost rate when required, charger shall be mounted on genset package.
- Startup And Commissioning: Vendor must coordinate all startup and testing activities with the engineer and owner, after installation has been completed, approved by the local electrical inspector, and normal power is available, the vendor will perform a one (1) day startup including the use of building load, the startup technician will instruct all necessary personnel how to operate and maintain the equipment in accordance to the manufacturer's requirements
- Conditions: In addition to equipment specified, each generator shall be equipped with all standard equipment as specified by the manufacture for this model and shall include but not be limited to the following necessary items- initial filling of oil and antifreeze, shrink wrap applied to the product to ensure a clean finish, during the startup, the technician shall record the following information and provide to the owner for his records- record operating voltage, Hz, Ph, and connected load (Amperage), package information consisting of make, model, serial number, and startup date, record engine and generator serial numbers, one complete set of



**FSA23-EQU21.0: Heavy Equipment
Item Group Specifications**

operation and maintenance manuals, two (2) years or 1,500 hours standard standby generator warranty, whichever occurs first, labor, materials, and travel for the warranty period repair will be paid by manufacturer during normal business hours



FSA23-EQU21.0: Heavy Equipment Item Group Specifications

Horizontal Directional Drill

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Width: 89"
- Height: 76"
- Weight: 20,700 lbs.
- Length: 20'
- Engine: 125 hp, liquid cooled diesel, meeting current emission level, 44 gal fuel capacity
- Operational: Thrust/pullback 28,000 lbs., carriage speed 240 fpm, spindle torque 4200' lbs., rotational speed 270 rpm, bore diameter 4", ground speed 3.0 mph, drill rack angle 14-21 degrees
- Controls: Touchscreen guidance display
- Drill System: Hydraulic vise, stakedown system , strike alert, remote lockout, work lights
- Drill Pipe: Rod diameter- 2.38", length- 10', weight- 73 lbs., bend radius- 108'
- Color: Manufacturers standard color
- Fluid System: Mixing



**FSA23-EQU21.0: Heavy Equipment
Item Group Specifications**

Leaf Collector: Trailer Mounted

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Motor: 74 hp diesel engine, liquid cooled, current level emission compliant, 50 gal fuel capacity
- Fan: 27" fan, direct drive
- Pickup Hose: 16" diameter, 3 function hydraulically controlled arm, safety interlock
- Collection Body: 30 cubic yd. capacity w/ tailgate, scissor hoist, hydraulic dump
- Ride On Operator Station: All machine controls to be located at operator station, seat belt, emergency shutdown
- Dust Control: Dust control system, pump, 3 nozzles , 90 gal water tank
- Trailer: Frame, axles, tires, electric brakes will be sized for GVWR of unit, DOT compliant marking and lighting, pintle hitch, yellow flashers, tongue jack
- Color: Manufacturers standard color



FSA23-EQU21.0: Heavy Equipment Item Group Specifications

Lift: Scissor Lift - Self Propelled

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Dimensions (approximate): 64" x 29" platform, 36" extension deck, 25' working height (raised), 18' platform height (raised), lift capacity 500 lbs.
- Power: 24 volt, 4-6 volt batteries, on board charging system, dual front wheel drive
- Brakes: 2 or 4 wheel brakes
- Platform: Fixed rails, 36" extension deck, AC power to platform, lanyard attachment points
- Safety: Manual platform lowering, emergency stop on platform and ground control, descent alarm, hour meter, horn, pothole guards, on board diagnostic system, tilt lever sensor with alarm, scissor maintenance prop



FSA23-EQU21.0: Heavy Equipment Item Group Specifications

Light Tower: Hybrid Light Tower

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Dimensions (approximate): length- 174", width- solar panels retracted 69", height- 72", mast deployed height- 30', weight- 1,850 lbs.
- Generator: Perkins 403.F.11-10 kW Tier 4, 2 20A/120 v receptacles, electric start 12-30 gal fuel tank, auto mode- automatic start for low battery hybrid systems automatically switches between solar battery, generator, or standard household current
- Trailer: Axle 2000 lbs., 13in" wheels, hitch 3 position adjustable ball, stabilizers- 2 extendable outriggers, 1 trailer jack, top mounted fork pockets and single lifting eye, powder coated DOT rated trailer with lights, trailer weight- 1,850 lbs.
- Mast: 30' extendable mast in 3 stages wind stability to 40 mph rotates 90 degrees
- Lights: 4 quick connect 320 watt each, LED lights, dimmer control, instant on/off, 365 day programmable timer for lights, on/off, lens patten spread of 150 degrees, meets DOT anti-glare regulations
- Solar Panels: 5 100 watt panels, operating temperature- 40c to 46c 7
- Batteries: 4 deep cycle batteries, optional lithium cells, 12 volt, 220 amp hours



**FSA23-EQU21.0: Heavy Equipment
Item Group Specifications**

Light Tower: Light Tower - Trailer Mounted

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Dimensions (Approximate): Length- 170", width- 51", height- 74", mast deployed height- 30', weight- 1,610 lbs.
- Engine: 3-cylinder diesel engine, 12 hp at 1800 rpm, engine protection shutdown system
- Generator: Wattage output 7,000 watt max, 6000 watt continuous, brushless type, 120/240 volts at 60 hz +/- 6% regulated, amps at 120/240v 50/25, insulation class
- FUEL TANK: 30 gal capacity, run time (approx.) 64 hours
- Trailer: Axle 1,800 lbs., 13" tire size, hitch 2" ball, leaf spring suspension, tongue jack, 4 outrigger jacks
- Control Panel: Individual breakers for lights, hour meter, cabinet lights, external receptacles- 1-30 amp 120/240 volt, twist lock, 1 GFC1, 15 amp 120 volt
- Mast: 32' extendable mast, 4 each metal halide light heads, 440,000 lumens, 360-degree mast rotation, fold down for transport, winch for mast extension



FSA23-EQU21.0: Heavy Equipment Item Group Specifications

Loader: Loader Backhoe - 4x4

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Engine: Minimum 87 hp diesel engine, dry type, radial seal air cleaner and pre-cleaner unit, spin on type engine oil filter
- Transmission: 4-speed power shift or power shuttle transmission
- Operator Environment: OSHA approved ROPS canopy shall be integral, two front and two rear work and driving lights Stop and turn signals with flashing hazard lamps Instrument panel with a complete set of gauges or an electronic monitoring device Standard horn and audible back-up alarm
- Brakes: Brakes shall be oil immersed, hydraulically actuated, multiple disc on final drive input shaft Brakes shall be completely enclosed and sealed, fully self-adjusting
- Loader (Single Tilt Cylinder): Loader shall be equipped with a return to dig mechanism, loader shall have positive down pressure sufficient to lift the tractor front end off level ground, loader bucket SAE heaped capacity of minimum 1.3 yd. with replaceable bolt on edge
- Backhoe: Fixed length dipper stick digging depth approximately 14', reach from swing center, approximately 18', dump height, approximately 11' 3", digging force approximately 8,000 lbs., bucket dig force, approximately 11,990 lbs., 24" general purpose bucket with replaceable teeth



**FSA23-EQU21.0: Heavy Equipment
Item Group Specifications**

Loader: Skid Steer - 1,850 lbs. Operating Capacity - Wheeled Type

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Engine: Minimum 3-cylinder 56 hp diesel
- Transmission: Hydrostatic drive forward, reverse, travel speed controlled by two hand levers
- Engine Equipment: Spin on type filters, dry type air filter
- Operator Environment: OSHA approved ROPS canopy shall be integral, front and rear work lights, hazard lights, engine monitoring system or gauges, with audible alarm, tires 10x16.5 extra walls, horn and backup alarm
- Brakes: Parking brake, hydrostatic main braking
- Loader: Front auxiliary hydraulics, foot or hand controls for bucket, minimum 62" wide construction bucket, operating capacity 1,800 lbs. minimum



**FSA23-EQU21.0: Heavy Equipment
Item Group Specifications**

Loader: Skid Steer - 2,800 lbs. Operating Capacity - Wheeled Type

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Engine: Minimum 3-cylinder 83 hp diesel
- Transmission: Hydrostatic drive forward, reverse, travel speed controlled by two hand levers
- Engine Equipment: Spin on type filters, dry type air filters
- Operator Environment: OSHA approved ROPS canopy shall be integral, front and rear work lights, hazard lights, engine monitoring system or gauges, with audible alarm, horn and backup alarm, tires 14x17.5 extra wall
- Brakes: Parking brake, hydrostatic braking
- Loader: Front auxiliary hydraulics, foot or hand controls for bucket, minimum 84" wide construction bucket



**FSA23-EQU21.0: Heavy Equipment
Item Group Specifications**

Loader: Skid Steer - 3,100 lbs. Operating Capacity - Tracked Type

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Engine: Minimum 3-cylinder 74 hp diesel, spin on type filters, dry type air filters
- Transmission: Hydrostatic drive, forward, reverse, travel speed controlled by two hand levers
- Operator Environment: OSHA approved ROPS canopy shall be integral, front and rear work lights, hazard lights, engine monitoring system or gauges, with audible alarm, horn and backup alarm
- Brakes: Parking brake, hydrostatic braking
- Bucket: Minimum 66" construction bucket, bolt on, replaceable cutting edge for bucket, operating capacity 3,100 lbs. minimum



FSA23-EQU21.0: Heavy Equipment Item Group Specifications

Loader: Wheel Loader - 1.5 cubic yd.

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Engine/Cab: 6-cylinder diesel engine, liquid cooled, minimum 77 hp, ROPS cab with air conditioning and heat
- Transmission: Power shift transmission with torque converter or hydrostatic drive, minimum of 4 forward and 3 reverse speeds
- Drivetrain: Four wheel drive, 15.5-25 bias ply tires mounted on multi piece rims
- Loader: 1.5 cubic yd. general purpose bucket with bolt on cutting edge, bucket position indicator, automatic return to dig, rear drawbar, gauges and indicators- visual hydraulic oil level indicator, electronic monitor display of all fluid levels and temperatures, deluxe suspension seat with foam padding and backrest, articulated steering, clearance circle 34' .02", wheelbase of at least 7', minimum operating weight of 12,727 lbs.
- Electrical: Manual battery disconnect switch, driving lights, front and rear work lights, stop lights, warning lights and taillights



FSA23-EQU21.0: Heavy Equipment Item Group Specifications

Loader: Wheel Loader - 3.0 cubic yd.

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Engine/Cab: 6-cylinder diesel engine, liquid cooled, minimum 140 hp, ROPS cab with air conditioning and heat
- Transmission: Power shift transmission with torque converter or hydrostatic drive, minimum of 4 forward and 3 reverse speeds
- Drivetrain: Four wheel drive, 20.5-25 radial tires mounted on multi piece rims
- Loader: 3.0 cubic yd. general purpose bucket with bolt on cutting edge, bucket position indicator, automatic return to dig, rear drawbar, gauges and indicators- visual hydraulic oil level indicator, electronic monitor display of all fluid levels and temperatures; deluxe suspension seat with foam padding and backrest, articulated steering, 40 degrees minimum each direction, wheelbase of at 9' 4" minimum, minimum operating weight of 26,000 lbs.
- Electrical: Manual battery disconnect switch, driving lights, front and rear work lights, stop lights, warning lights and taillights



FSA23-EQU21.0: Heavy Equipment Item Group Specifications

Loader: Wheel Loader - 5.75 cubic yd.

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Engine/Cab: 6-cylinder diesel engine, liquid cooled, minimum 280 hp, ROPS Cab with air conditioning and heat
- Transmission: Power shift transmission with torque converter or hydrostatic drive, minimum of 4 forward and 3 reverse speeds
- Drivetrain: Four wheel drive, manufacturer's standard axle, 26.5-R25 radial tires mounted on multi piece rims
- Loader: 5.75 cubic yd. general purpose bucket with bolt on cutting edge, bucket position indicator, automatic return to dig, rear drawbar, gauges and indicators- visual hydraulic oil level indicator, electronic monitor display of all fluid levels and temperatures, deluxe suspension seat with foam padding and backrest, articulated steering, 40 degrees minimum each direction, wheelbase of 11' 4" minimum, minimum operating weight of 53,674 lbs.
- Electrical: Manual battery disconnect switch, driving lights, front and rear work lights, stop lights, warning lights and tail lights



FSA23-EQU21.0: Heavy Equipment Item Group Specifications

Low Speed Vehicle: Electric Type

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Classification: These vehicles are primarily used to transport people and limited cargo in the State of Florida on typical federal, state, county and city highways and roads that are posted for 35 mph or less and shall be designed to operate under typical environmental conditions, vehicles must conform to Federal Motor Vehicle Safety Standards, State of Florida Vehicle Safety Laws, regulations, specifications, standards, and requirements in effect as of the date of manufacture
- Engine: 5.5 hp 4 kW electric motor, 48 volt lead acid batteries (8 batteries x 6v), 110v eagle on board charger, 50 miles per charge, max forward speed 25mph, digital speedometer and dashboard
- Dimensions (approximate): Length- 96", height- 76", width- 48", wheel base- 66.9", ground clearance- 5", body- plastic body and fiberglass roof, DOT windshield with wiper
- Comfort Items: 4 person seating with flip rear seat for cargo
- Chassis/Steering/Suspension: 10' turning radius, steel frame type chassis, 500lbs. GVW capacity
- Tires And Wheels: 205/50-10 tires, 10" aluminum rims
- Brakes: 4 wheel hydraulic, hand brake
- Safety Items: 100% Electric with zero emissions, 12v headlights and indicators, voltmeter, turn signals, side and rear-view mirrors, reverse alarm, non-slip flooring, neutral switch when vehicle is standing still, horn



FSA23-EQU21.0: Heavy Equipment Item Group Specifications

Motor Grader: Large

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Engine: Liquid cooled 6-cylinder diesel with minimum of 140 net hp @ 1900 rpm
- Transmission: Power shift with direct drive, minimum 8 forward and 4 reverse speeds Brakes: Wet multiple disc
- Steering & Articulation: Front steer plus articulated, minimum articulation 20 degrees
- Moldboard: Minimum 12' long
- Operator Environment: Low profile cab, cloth adjustable seats, gauges including hour meter, fuel, articulation, engine coolant temperature
- Tires: Minimum 13.0-24 10 PR 9" single piece rim



FSA23-EQU21.0: Heavy Equipment Item Group Specifications

Motor Grader: Small

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Dimensions (approximate): Length- 21', width- 7', height with cab- 10' 4", weight- 15,200 lbs.
- Engine: Diesel, turbocharged 110 hp, 39 gal fuel tank
- Drive Train: Hydrostatic drive or power shift, 2-speed gear box
- Brakes: Fail safe brake system
- Steering/Articulation: 18 degree articulation left or right, front wheel lean
- Moldboard/Blade: 10' sliding/tilting moldboard, 10' blade, circle side shift, scarifier- center mount, front mount or rear mount acceptable, adjustable turn table, blade float control
- Operators Station: Enclosed cab, front and rear windshield wipers, suspension seat, air conditioned and heated cab, gauge package work lights



**FSA23-EQU21.0: Heavy Equipment
Item Group Specifications**

Mower: 15ft. Flex Wing Rotary Mower

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Deck: Mower shall be rotary, flex wing style, 10 gauge steel minimum, replaceable full-length skid shoes, shall be easy clean style
- Blade Carrier & Blades: 7 gauge steel minimum, 1" thick cross bar weldment, "Stump Jumper" pan design, 2 free swinging updraft cutting blades ½" thick, heat treated alloy steel minimum, blades shall overlap a minimum of 6" for uniform cut, blade spindles shall be 1 ¼" diameter minimum
- Wheels/Tires: 6 replaceable puncture resistant foam filled airplane tailwheels
- Power Distribution: Main driveline shall be CAT 5, slip clutch protection shall be featured, gears shall be straight bevel with tapered roller bearings, a power divider shall have a rating of 190 hp minimum, center and wing gearboxes shall have a minimum rating of 190 hp
- General Features: Mower shall attach to the rear of the tractor using a self-level-lift hitch, front and rear chain deflectors, tongue shall have a jack stand



**FSA23-EQU21.0: Heavy Equipment
Item Group Specifications**

Mower: Remote Controlled Brush Mower

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Approximate Dimensions: Length- 57", width- 59", height- 33", weight- 990 lbs.
- Engine: 24 hp 2-cylinder gas, pressurized oiling system, electric start w/ 16v, 16 a alternator 5 gal fuel capacity
- Track Drive System: Two 48v electric motors, infinitely variable gear reduction transmissions, multi lug type tracks, neoprene rollers
- Mower Deck: Twin spindle deck, 10 gage mower deck, blade bar 2x22" with 4 free swinging blades, electric clutch assembly w/ integral safety brake, mowing height range- 2 to 7"
- Remote Control: Remote control to control mower functions- travel speed, cutting height, hours, radio signal strengt state of charge of remote control battery, and mower on/off, remote control working range 328', max range 984', auto stop feature for loss of radio signal, rechargeable lithium ion batteries
- Safety: One touch emergency shut off switch



**FSA23-EQU21.0: Heavy Equipment
Item Group Specifications**

Mower: Electric Zero Turn Radius Mower

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Electric Power: 36 hp gas equivalent, electric power
- Battery: 22 kWh battery w/ charger, 7 hours of mowing time
- Deck: 60" deck, 1.5-5.5" height adjustment, side discharge
- Wheels: 24x12 drive wheels, solid deck wheels
- Operator Station: Suspension seat, all controls, ROPS bar
- Mowing Speed: 11mph (approximate)



**FSA23-EQU21.0: Heavy Equipment
Item Group Specifications**

Mower: Zero Turn Radius Mower

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Engine: 25 hp gas engine, positive feed oil system with spin on filter, electric start
- Drive Train/Axles: Spin on hydraulic filters
- Deck: 60" heavy duty mower deck, 3 blade spindles, manual deck lift, 1" to 5" cutting height, deck engagement electric clutch
- Wheels: Front wheels- 13x6-6 ribbed, minimum, Rear wheels- 24x11.5-12 turf
- Comfort & Convenience: High back full suspension seat, ROPS bar
- Approximate Machine Dimensions: Length- 82", height- 72" with ROPS, width- 63" without chute



**FSA23-EQU21.0: Heavy Equipment
Item Group Specifications**

Pallet Jack: Electric 4,500 lbs. Capacity

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Weight: 900 lbs.
- Wheelbase: 51"
- Turning Radius: 58"
- Lift Capacity: 4,500 lbs.
- Travel Speed: 3.7 mph
- Turning Radius: 59"
- Gradeability: 8% (loaded)
- Drive: 1.3 kW drive AC motor, polyurethane drive wheels, electric brake, lift motor 1.2 kW
- Battery System: 150 Ah battery, integrated on board charger
- Controls: Tiller type control, multi-function control on tiller handle



FSA23-EQU21.0: Heavy Equipment Item Group Specifications

Pipe Inspection: Battery Operated Pipe Crawler Inspection System

Note: Due to the complexity of this type of equipment, it is suggested that the purchaser contact the vendor to ensure the item ordered is a complete, ready to work unit and is compatible with the end user's software/hardware requirements and performance expectations.

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Width: 6"
- Height: 5.5"
- Length: 28"
- Weight: 65 lbs.
- Depth Rating: 160'
- Pipe Range: 8" to 12"
- Speed: 12m/min maximum
- Pull Force: 130 lbs.
- Sensors: Incline, roll, leak, pan/tilt, distance
- Tether Reel: Motorized reel, 1,000' tether capacity, 1,600 lbs. break strength
- Battery Power: 19.2 VDC, 5 hour battery life, capable of optional hybrid power
- Lighting: 900 LM
- Controller: Weatherproof, splashproof, joystick type controls, battery powered
- Camera: 360 degree pan, 1080p/2mp resolution, tilt 280 degrees, zoom 10x optical 120x digital, focus auto or manual, exposure auto or manual



FSA23-EQU21.0: Heavy Equipment Item Group Specifications

Pump: Mobile Pump

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Design Requirements: Discharge size- 6", suction size- 6", capable of 1,750 gpm minimum, capable of 160' Total Dynamic Head (TDH) minimum, Duty Point, maximum- 1,000 gpm minimum at 120' Total Dynamic Head (TDH), solids handling capability size, minimum size- 3"
- Engine: Diesel engine, appropriate to pump size at continuous duty, emission compliant engine, industrial grade exhaust muffler and rain cap, oil and coolant drain lines with ball valves, low water level shutdown switch, 12 VDC system with battery rack and cables, 50 gal minimum fuel tank with low fuel level alarm and shutdown
- Pump: Check valve, self-priming system
- Controls: Solid state, microprocessor-based pump controls, controls shall provide all operating, monitoring and control functions for the pump set, controller will also provide 2 fully programmable contacts for input and output signals accordingly, controller will provide remote start stop control with adjustable ramp (speed) time control, UL 508 R and CSA C22.2 No. 14 approved
- Trailer: The manufacturer shall mount the diesel engine and pump unit with the above 50 gal subbase tank on a street legal DOT approved trailer, this trailer will be able to be rated for a safe travel at speeds of 60 mph and not be limited to the following specifications- trailer design shall be such that the county/city may easily remove the entire engine, fuel tank and pump from the trailer, 12 VDC electric system, lunette or military type towing ring with safety chains, single point lifting bar, license plate bracket, sand shoe type support stands front and rear, torque spring axles to meet load of trailer, the trailer must have a VIN and a certificate of origin
- Startup And Commissionsing: Vendor must coordinate all startup and testing activities with the engineer/owner, after field delivery of the pump and trailer, an authorized factory representative shall perform the initial startup and field testing of the pump and trailer, if conditions permit, a site will be determined where connection will be made by the county/city to test the pump package, if a site cannot be prepared a standard operational test will be performed, at the same time the startup test is performed, the factory representative will provide all necessary operation, field maintenance and minor repair training as necessary, this will also include safety procedures and hazard assessment



**FSA23-EQU21.0: Heavy Equipment
Item Group Specifications**

Roadway Advisory Board: Mobile Message Board

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Display Panel: Minimum panel size 72"x48"
- Expected Power: Solar and battery with battery charger, meets manufacturer requirements
- Trailer: 2" minimum ball coupler, meets manufacturer and highway safety requirements



**FSA23-EQU21.0: Heavy Equipment
Item Group Specifications**

Roadway Advisory Board: Mobile Speed Board

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Display Panel: Amber or red LED, 12" minimum speed limit sign
- Radar Speed Unit: Miles per hour, directional radar
- Data Collection: Data and analysis software included
- Expected Power: Solar and battery with battery charger, meets manufacturer requirements
- Trailer: 2" minimum ball coupler, meets manufacturer and highway safety requirements



FSA23-EQU21.0: Heavy Equipment Item Group Specifications

Roadway Advisory Board: Mobile Speed Board/Automatic Licence Plate Reader

Note: Due to the complexity of this type of equipment, purchaser should research and verify the unit bid will meet their desired performance expectations and is compatible with their hardware/software requirements. It is recommended the vendor be contacted to assist with determining these factors prior to purchase.

Unit bid will be ready to work with batteries, carrying cases, technical manuals, etc.

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Power System: 3 AGM type batteries, integral 120v charger, 5 to 7 day runtime, solar panel
- License Plate Reader: 2 cameras, tablet processor, software, automated hotlist alerting, plate search and vehicle filtering
- Digital Speed Display: 12" digital display, configurable, flashing excessive speed message capability
- Radar: Radar included
- Posted Speed Limit Sign: Metal sign included
- Connectivity: Cellular connectivity
- Trailer: DOT approved trailer, all weather protection, maximum vandal protection



**FSA23-EQU21.0: Heavy Equipment
Item Group Specifications**

Roadway Advisory Board: Mobile Traffic Advisory/Directional Signal Board

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Display: 15 lamps minimum, 48"x96" panel size
- Expected Power: Solar and battery with battery charger, meets manufacturer requirements
- Trailer: 2" minimum ball coupler, meets manufacturer and highway safety requirements



**FSA23-EQU21.0: Heavy Equipment
Item Group Specifications**

Roller: Compaction Roller 30,000 lbs. - Single Drum

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Weight: Minimum operating weight with open rops 15,200 lbs.
- Drum/Vibratory System: Maximum compaction shall not be less than 30,000 lbs., drum shall have a compaction width of not less than 66", drum shall be smooth and not be less than 48" in diameter, vibratory system shall be hydraulically driven and have two amplitude settings, drum shall be equipped with an adjustable cleaning device, drum and vibratory pack shall be isolated from the machine during normal operation
- Engine/Cab: Turbocharged diesel engine, minimum 74 hp operator station shall be mounted to the frame with rubber mounts to further isolate the operation and controls from machine vibration during operation, gauges or warning indicators for fuel level, engine oil, hydraulic oil and coolant temperature with an alert sounding device activated whenever a warning indicator is illuminated, a backup alarm shall emit an audible alarm whenever the propel lever is moved into reverse
- Travel System: A machine must be hydrostatic driven for the rear axle and the drum drive motor
- Electrical System: 12 or 24 volt electric system, maintenance free battery supplying 750 cold cranking amps, wiring harness protected with nylon-braided wrap



**FSA23-EQU21.0: Heavy Equipment
Item Group Specifications**

Roller: Large 22,000 lbs. - Double Drum Roller - 70in. Width

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Weight: Minimum operating weight 22,000 lbs.
- Drum/Vibratory System: Drum compaction width on both drums no less than 70", drum shall be smooth and not less than 48" in diameter, vibratory system shall be hydraulically driven, drum shall be equipped with scrapers both front and rear of both drums, drum shall be hydraulically driven and have two (2) amplitude settings
- Engine: Diesel engine of not less than 100 hp, reverse alarm for reverse operations
- Travel System: The machine shall be hydrostatically driven, steering shall be center articulated and oscillated
- Miscellaneous: Unit shall be equipped with pressurized water for both drums, electrical system shall be 12 or 24 volt



**FSA23-EQU21.0: Heavy Equipment
Item Group Specifications**

Roller: Small 5,400 lbs. - Double Drum Roller - 47in. Width

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Weight: Minimum operating weight 5,423 lbs.
- Drum/Vibratory System: Drum compactor width on both drums no less than 47", drum shall be smooth and not less than 27.5" in diameter, vibratory system shall be hydraulically driven, drum shall be equipped with scrapers both front and rear of both drums, drum shall be hydraulically driven and have two amplitude settings
- Engine: Diesel engine of not less than 25 hp, reverse alarm for reverse operations
- Travel System: The machine shall be hydrostatically driven, steering shall be centered articulated and oscillated
- Miscellaneous: Unit shall be equipped with a pressurized water system for both drums, electrical system shall be 12 or 24 Volt



FSA23-EQU21.0: Heavy Equipment Item Group Specifications

Sewer Cleaner: Combination Sewer Cleaning/Vacuum Machine Body - 10 cubic yd.

Note: Incomplete unit. This is a bid award on a combination sewer cleaning/vacuum unit to be mounted on an appropriately sized cab & chassis truck. Agencies purchasing this unit will need to provide a cab & chassis truck of appropriate size, GVW, and options necessary to have the selected combination sewer cleaner/vacuuming unit mounted on or have the truck provider assist in ordering the correctly outfitted truck. All items factory installed unless otherwise noted.

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Air/Vacuum System: Positive displacement vacuum pump or centrifugal compressor, 3,500 CFM @ 14.5" of mercury minimum, muffler, vacuum relief valves, centrifugal separator with clean out, PTO or hydrostatic drive
- Debris Tank: 10 cubic yd. capacity, 45 degree hydraulic dump, top hinged, hydraulic door locks, sight glass or indicator, drain valve with hose, check ball system or vacuum breaker
- Boom Assembly: 270 degree boom working area, hydraulic up/down, clean out port, transport cradle, 8" boom hose, pendant control
- Water Pump: 2,500 psi, 80 gpm, pressure relief valve, wash down gun with relief valve
- Water Tank: 1,000 gal capacity, curb side fill, level indicators
- Hose Reel: 800' of 1" hose capacity, 400' of 1", 2,500 psi hose supplied, power in/out, reel speed control system, position lock system, engine and hose reel controls, level wind
- Drive System: Hydrostatic transfer case, split PTO, or auxiliary engine or transfer case



FSA23-EQU21.0: Heavy Equipment Item Group Specifications

Sewer Cleaner: Trailer Mounted Sewer Cleaner

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Engine: 60 hp diesel engine, water cooled, engine enclosure, 15 gal fuel tank
- High Pressure Water Pump: 4,000 psi at 18 gpm, pressure relief valve, triplex type pump, low water shutdown, multi-flow type system (pressure change without changes to engine rpm)
- Controls: Located next to hose reel, ignition, throttle, gauge package (tachometer, hour meter, oil pressure, volts, and low oil/high temp shutdown), water control valve
- Water Tank: 700 gal capacity, high density polyethylene with baffles, sight gauge 2 ½" overhead tank fill, anti siphon, air gap type, strainer, tank drain
- Hose Reel: 800' capacity of ½" high pressure sewer hose, hydraulic power in and out
- Hose Reel Drive Hydraulic System: Hydraulic pump 8 gpm, 15 gal hydraulic reservoir, spin on type hydraulic filter
- Trailer: 12,000 lbs. GVW, 6"x3/16" frame, tandem axle 2 5/16" hitch, tongue jack, 235/80 r 16" tires, fenders, breakaway switch, lighting as required by Federal and State laws, reflective striping, toolbox with locking system, LED directional arrowstick, warning beacon (tank mounted)
- Equipment Furnished: 500' of ½" high pressure sewer hose, 100' of ¼" hose and nozzle for small pipe, washdown gun and 25' of hose with quick disconnects, tiger tail hose protector, nozzles to be furnished, 15 degree, 35 degree, chisel point, grenade flushing type, skid assembly, and rotator nozzle



**FSA23-EQU21.0: Heavy Equipment
Item Group Specifications**

Shop Tools & Equipment

Due to the complexity of this type of equipment, there are no base unit specifications. Purchaser should research and verify the model offered will meet their desired performance expectations. It is recommended the vendor be contacted to assist with determining needs, prior to purchase.

Units bid must be ready to work, with all necessary components and user manuals.



FSA23-EQU21.0: Heavy Equipment Item Group Specifications

Shredder: Mobile Shredder

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Approximate Dimensions: Weight- 27,000 kg, length-15 740mm, width- 2 520mm, material feeding height- 3 395mm, belt discharge height- 4 030mm
- Engine: Diesel, 540 hp @ 2100 rpm, Turbocharged w/ intercooler, 750 li fuel tank
- Powertrain: Hydro-static drive w/ auto speed control, variable displacement drive motors, axial piston pumps, variable displacement
- Rotor: Rotor diameter 920mm, rotor 30 max rpm, rotor shredding length 3,000 mm, rotor knives 33, reversible type, counter knives 23, adjustable rotor screen
- Controls: Gauge package, w/ engine protection shutdown, shredder control unit to protect from overloading, overheating and damage of the powertrain
- Conveyor: Hydraulic driven conveyor, raised and lowered by hydraulics
- Trailer: Trailer to be constructed and sized for the installed unit, and will meet all local, state, and federal laws for use on highway, hydraulic support legs



**FSA23-EQU21.0: Heavy Equipment
Item Group Specifications**

Solid Waste Material Handler: Wheeled Type

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Engine: Tier IV final diesel engine, 132 hp, spin on filters, two stage air cleaner
- Weight: Minimum operating weight 48,000 lbs.
- Travel System: 2 speeds- 0-3.0 mph/0-12.0 mph
- Hydraulic System: Main hydraulic system flow 80 gpm
- Undercarriage: Two axles with all wheel drive, 8- 10:00x20 solid tires
- Operating Station: Cab to be climate controlled with pressurized filtration, hydraulic elevating cab, sliding door window and tilt out front window, tinted windows with safety glass, adjustable suspension seat with safety belt and seat heater, catwalk with handrail, fire extinguisher, rear view and right view camera system, halogen work lights on roof cap
- Working Equipment: Purpose built material handling boom and stick, safety check valves on boom and stick cylinders



FSA23-EQU21.0: Heavy Equipment Item Group Specifications

Stump Cutter

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Engine: 35 hp gasoline engine, 6 gal fuel tank, positive feed oil system with spin on filter, heavy duty air filter, 12 volt starting/charging system
- Ground Drive: Hydraulic ground drive, 2-speed travel, hydraulic brake system, hydraulic steering system, hydraulic system spin on filter, 4 gal hydraulic reservoir
- Cutter Drive: Electric drive clutch, adjustable V belt drive
- Cutter Wheel: 17" diameter, 16 dual cutting edge teeth, teeth pocket mounted, cutter wheel guard
- Controls: Hour meter, low-oil shutdown, boom swing left and right, boom up and down, travel forward and reverse, steering, operator presence shutdown
- Approximate Dimensions: Weight- 1,320 lbs., length- 110", width- 49", height- 53"
- Cutting Dimensions: Above ground- 24", below ground- 15"



FSA23-EQU21.0: Heavy Equipment Item Group Specifications

Sweeper: 3-Wheel Mechanical or Regenerative Air Sweeper

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Engine: 4-cylinder diesel engine, 74 hp minimum, 120 amp alternator, fuel water separator, 30 gal fuel tank capacity
- Transmission: Hydrostatic drive type, 35 gal reservoir, capable of 20 mph minimum
- Cab: Sealed type cab with filtered intake, tilt and telescoping steering column, tinted glass, sound suppressed, intermittent windshield wipers with washer, full gauge and warning lights for engine monitoring, climate controlled cab, heater, defroster and air conditioned, if cab is not center mounted, it must have dual controls for operating on either right or left hand side
- Frame: 116" wheelbase, rail type channel frame
- Safety Items: Dual west coast mirrors with spot mirrors, headlights, turn, brake and hazard lights, worklights for gutter brooms, cab mounted warning strobe light with protective cage, backup alarm, rearview backup camera
- Brakes/Steering: Hydraulic power assisted service brakes, parking brake, turning radius 15' maximum
- Debris Hopper: 3.5 yd. capacity minimum, 9' 6" minimum dump height
- Conveyor: Rubber belt type with flights, hydraulic drive
- Main Broom: 32" diameter minimum, 56" width tube type, hydraulic drive
- Gutter Brooms: Right & left side brooms to have adjustable down pressure located in cab, 36" diameter minimum, segmented type broom, hydraulic drive
- Water Spray System: 220 gal water tank, run dry type water pump, 15' hydrant fill hose, water spray jets adjacent to all brooms, water filter
- Pick Up Head: The following requirements are for the regenerative air system type sweeper, all other requirements are the same for either machine, 72" outside dimension, 12" pressure hose, 12" suction hose, spring type suspension
- Blower: The following requirements are for the regenerative air system type sweeper, all other requirements are the same for either machine, direct hydraulic drive, cast aluminum with abrasion resistant coating, blower housing rubber lined



FSA23-EQU21.0: Heavy Equipment Item Group Specifications

Sweeper: Cabover Mechanical Broom Street Sweeper

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Cab Chassis: Engine- 6-cylinder diesel, 200 hp minimum, transmission- automatic transmission to meet the correct engine size and GVW of vehicle, hydrostatic drive is acceptable, engine equipment- alternator- 12V/130 amp, fuel water separator, 50 gal fuel tank, cab- dual operating position type cab to include- steering, controls, etc. for sweeping from either side, rubber floor mats, air ride seating, pressurized cab with heat and air conditioning, instrumentation for truck- oil pressure, water temperatures, voltmeter gauges, instrumentation for sweeper- tachometer, hour meter, oil pressure, coolant temperature gauges, frame- rail type 80,000 psi, size- 10.9" x 3.5" x .34", frame overhang, wheelbase 130" minimum, front steel bumper, safety- Dual West Coast bright finish heated mirrors with LH & RH remote, intermittent windshield wipers, daytime running lights, backup alarm, auto shutdown, axles- front axle- 11,900 lbs. GVW, rear axle- 21,000 lbs. GVW, single speed rear axle, 22.5 x 8.25 steel wheels- disc type, 11R x 22.5 14-ply radial tires, brakes- antilock brakes, front air brakes- 15 x 4 drum, rear air brakes 16.5 x 7 drum, automatic slack adjusters- front and rear, air dryer- frame mounted
- Mounted Sweeper Body (Standard Equipment): Engine- 4 cylinder diesel, 47 hp, governed at 2,800 rpm, spin-on oil filter, alternator- 12V/60 amp, side brooms- right & left side gutter brooms (tilt control in cab), hydraulically raised & lowered, 42" diameter- segment type adjustable down pressure (Manual)- optional down pressure pump, main broom: length- 58" minimum, diameter- 35" minimum, hydraulic motor- direct or chain drive and reversible, full floating trailing arms w/shocks, lift control inside cab, sweeper body- overall height- 10' with strobe, lift capacity- 11,000 lbs. minimum, 4.5 cubic yd. hopper, dump height- 10' minimum. lift design- hydraulic 2-stage scissors, hopper inspection door, work lights- 1 on each gutter broom and one in rear, hydraulic system- hydraulic pump capacity minimum- 24 gpm @ 2,600 rpm, pump- dual tandem gear, reservoir - 21 gal, spin-on 10 micron hydraulic pump, externally mounted reservoir level indicator, water spray system- water tank construction- polyethylene and removable, water tank capacity- 280 gal minimum, fill hose 2 ½" x 16' with NST coupler, diaphragm pump type with run dry capability, pump capacity- 3.0 gpm minimum, minimum of 9 spray nozzles- 2 min per gutter broom, 3 min for main broom, water filter- 80 micron mesh cleanable, conveyor/elevator system- minimum of 9 flights- replaceable, belt material- rubber reinforced fabric, belt speed- variable with auxiliary engine rpm, drive- reversible with direct drive, elevator jam warning light & buzzer in cab, conveyor flush- built in



FSA23-EQU21.0: Heavy Equipment Item Group Specifications

Sweeper: Compact Air Sweeper - 2.3 cubic yd.

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Operating Weight: 8,800 lbs. GVWR, empty weight- 5,900 lbs.
- Engine/Transmission: 78 hp, hydrostatic drive
- Brakes/Tires: Drum type brakes (power assist), front tire size 6.50 R10, Radial, rear tire size 225/75 R10 Radial
- Sweeper Dimensions: Height- 72", width- 52", length- 162"
- Hopper: 2.3 cubic yd. capacity
- Gutter Brooms: Equipped with left and right side gutter brooms, front mounted 33.5" diameter, overall sweeping width 122"
- Water System: 66 gal recirculation water system capacity, 40 gal clean water system capacity
- Lighting/Safety: Lighting package to enable vehicle to operate on the road, work lights for operation of vehicle at night, amber warning beacon, intermittent wipers
- Comfort Items: Cab to be air conditioned and heated, suspension type operator seat
- Instrumentation: Full instrumentation to monitor operation of vehicle
- Fan Unit: Centrifugal type fan, wear resistant blades



FSA23-EQU21.0: Heavy Equipment Item Group Specifications

Sweeper: Regenerative Air Street Sweeper

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Cab & Chassis: Engine- 6-cylinder diesel, 200 hp minimum, transmission- Allison 2000 series, 5-speed automatic, engine equipment- alternator: 12 volt 100 amp, fuel water separator, cab- cab over, with rust preventative coating, dual operating position type cab to include- steering, controls, etc., for sweeping from either side, rubber floor mats, air ride suspension seats, both sides, pressurized cab with heat and air conditioning, instrumentation for truck- oil pressure, water temperature, voltmeter gauges, instrumentation for sweeper- tachometer, hour meter, oil pressure, coolant temperature gauges, frame- wheelbase- 152" minimum, front steel bumper, fuel tank- 50 gal, safety- west coast mirrors with lower mounted convex mirrors, intermittent windshield wipers, daytime running lights, backup alarm, auto shutdown system for sweeper power plant, axles- front axle- 11,900 lbs. GVW, rear axle- 21,000 lbs. GVW, single- speed rear axle, 22.5 x 8.25 steel wheels- disc type, brakes- air dryer
- Mounted Sweeper Body: Engine- 4-cylinder turbocharged diesel, 99 hp minimum, blower- direct belt drive, blower rating- 20,000 cfm, blower housing, pickup head- 90" OD, hose size- 14" pressure, 12" suction, hydraulically raised and lowered, side brooms- right and left side gutter brooms, hydraulically raised and lowered, 42" diameter- segment type, adjustable downward pressure, sweeper body- 7 yd. volume metric capacity, 50 degree dump angle or raker bar, centrifugal dust separator, hopper dump door to hydraulically open/close, lock and unlock, hopper screen- hinged, quick release, hydraulic system- direct drive hydraulic pump, water spray dust control system- water tank construction- polyethylene, 220 gal capacity, fill hose- 16' long, diaphragm pump type with run dry capability, pump capacity- 5 gpm pump pressure- 25 psi, 7 spray nozzles, 4" pickup head, 1" suction tube- 2 on each side of broom, filter- 80 mesh cleanable



**FSA23-EQU21.0: Heavy Equipment
Item Group Specifications**

Sweeper: Self-Propelled Hydrostatic Broom

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Weight: Minimum operating weight 5,500 lbs.
- Engine: Diesel engine 74 hp at 2,200 rpm, pre-cleaner 54 clone or equivalent, 27 gal fuel tank
- Travel System: 2-speed hydrostatic drive, high speed travel, 20 mph, 225/75R15 tire size, joystick direction controls, or foot pedal, front or rear wheel steering
- Cab: Roll over and falling object protective structures, enclosed cab with air conditioner, heater and defroster fan, front windshield wiper, gauges or warning indicators for fuel level, engine oil, hydraulic oil and coolant, right and left side doors, right and left side mirrors, shall have safety lighting package and night operating lighting package
- Broom: Minimum 7' 6" poly or poly-steel brush, brush shall have quick charge core system, minimum 150 gal brush watering attachment, shall have variable brush down-pressure control, brush shall be hydraulically driven



**FSA23-EQU21.0: Heavy Equipment
Item Group Specifications**

Tactical Vehicle: Skid Steer Mounted (The Rook)

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Vehicle Platform: CAT multi-terrain loader, 84 hp diesel engine, 2-speed powertrain, operating weight 13,000 lbs., fuel tank 26 gal, hydraulic quick coupler, enclosed ROPS cab with air conditioner and heater, dual level suspension undercarriage with self level, advanced machine information and control system
- Cab Armored Protection: Bullet proof glass, NIJ Level IV armor cab reinforcement fabrication
- Armored Deployment Platform: integrated video system, breaching ram, vehicle extraction tool, grapple claw



FSA23-EQU21.0: Heavy Equipment Item Group Specifications

Tool Carrier: Hydrostatic Drive

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Engine: 90 hp turbo diesel, heavy duty radiator with high flow fan with reversing, clean out valve, canister style air cleaner with pre-cleaner, electric start with engine pre-heat, full engine gauge package, 30 gal fuel tank
- Power Train: Hydrostatic, variable displacement piston transmission pump, two, heavy-duty, 4 wheel drive, steerable axles with parking and service brake, 3 steering modes- 4-wheel round, front wheel and 4-wheel crab, approximately 9,000 lbs. GVW (without attachments)
- Travel Speed: Work mode- variable 0-5 mph, travel mode- variable 0-20 mph
- Comfort, Convenience & Safety: Full air ride, suspension seat, certified ROPS canopy with AC, heat, am/fm radio with Bluetooth, tilt steering column with horn, seat belt with safety switch, turn signals and brake lights, flashing safety lights as well as dot reflector tape
- Attachment Options: Front lift arms with universal skid steer mounting plate for 10 skid steer attachments- broom/sweeper, 90" rotary mower, 88" flail mower, dozier blade, stump grinder, pallet forks, cold planer, big roll sod installer, landscape rake, rotary tiller, right side rotary mower, right side flail mower, right side boom/reach mower, 15' belly mower
- Conditions: In addition to equipment specified, mower will be equipped with all standard equipment as specified by the manufacturer for this model and shall comply with all EPA emission standards and all motor vehicle standards as established by the US DOT regarding the manufacturer of motor vehicles



**FSA23-EQU21.0: Heavy Equipment
Item Group Specifications**

Tractor: Agriculture Tractor - 4x2

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Engine: Liquid cooled diesel with minimum of 75 PTO hp @ 2,200 rpm
- Transmission: Synchroshuttle type with a minimum of 8 forward and 3 reverse speeds
- Fuel Tank: Minimum 23 gal capacity
- Brakes: Oil cooled hydraulic
- Power Take Off: Speeds rpm- 540/1,000
- Hydraulic System: Open center system with standard remotes, standard output @ remote gpm- 10, main pump flow 17 gpm
- 3-Point Hitch: Electronic or mechanical 3-point hitch control, Category II, telescopic stabilizers, SAE lift capacity @ 24" standard lbs.- 3,600, lower draft arm link ends- extendable
- Tires: Not less than 18.4R-28 R1 radials, not less than 7.5L-15, 6-Ply F2



FSA23-EQU21.0: Heavy Equipment Item Group Specifications

Tractor: Compact Articulating Tractor - AWD

Note: Incomplete equipment. Unit bid is for the prime mover only, without attachments. Buyer should select attachments needed from the option list to complete the machine. Examples of attachments available are: bucket, grapple and/or forks. This will affect the final price.

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Engine: 4,500K- Briggs & Stratton 31 hp Vanguard M54
- Transmission: Manufacturer's standard hydrostatic
- Performance Items: SDLA controls for complete one-handed control of speed, direction, lift & auxiliary functions, weight transfer- transfers weight to front axle for added stability (optional 4,500K)
- Safety Items: Automatic PTO shut-off when weight is removed from seat, standard seatbelt, standard ROPS system, neutral assist
- Tires and Wheels: Manufacturer's standard tires and wheels (optional turf or bar tires)
- Attachment and Accessories: 30 commercial grade attachments for a variety of applications (sold individually, not factory installed), uses Ventrac quick hitch system for quick transition between applications



**FSA23-EQU21.0: Heavy Equipment
Item Group Specifications**

Tractor: Small Agriculture Tractor - 4x4

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Engine: Liquid cooled diesel with minimum of 29 PTO hp @ 2,200 rpm
- Transmission: Hydrostatic drive or mechanical type transmission, 4WD front axle
- Fuel Tank: Minimum 7 gal capacity
- Brakes: Oil cooled hydraulic wet disc
- Power Take Off: Speeds rpm- 540
- Hydraulic System: Open center system with standard remotes, maximum main pump flow-6.3 gpm
- 3-Point Hitch: Category I, SAE lift capacity @ 24" standard lbs.- 1,435
- Tires: Not less than 11.2 x 24 rear, not less than 5-15 6-ply front



**FSA23-EQU21.0: Heavy Equipment
Item Group Specifications**

Tractor: Tractor with Boom Mower - 4x4

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Engine: Liquid cooled diesel with minimum of 95 PTO hp @ 2,200 rpm
- Transmission: Synchroshuttle type with a minimum of 16 forward and 16 reverse speeds, 4WD front axle
- Fuel Tank: Minimum 38 gal capacity
- Brakes: Oil cooled hydraulic
- Power Take Off: Speeds rpm- 540/1000
- Hydraulic System: Closed center system with standard remotes, maximum pressure psi- 2,900, standard output @ remote 17 gpm, total of 29 gpm combined flow
- Point Hitch: Category II, telescopic stabilizers, SAE lift capacity @ 24" standard lbs.- 5,000, lower draft arm link ends- extendable
- Tires: Not less than 13.6R24 R1 rear radials, not less than 18.4R30 6-Ply F2
- Mounted Boom Mower: Minimum 23' boom reach, forward and reverse swing break away, integral frame, separate hydraulic circuit for mower head, 5' rotary cutter head, disc or bar type blade holder



**FSA23-EQU21.0: Heavy Equipment
Item Group Specifications**

Trailer: Deck Over Flatbed Trailer - 16,000 lbs. GVWR

All trailers must In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Dimensions: Deck width- 8' 6", overall deck length- 25', dovetail length- 5', GVWR- 16,000 lbs.
- Frame: 5" channel side rails, 3" channel cross members on 16" centers, 4" channel undercarriage, 2" x 3/8" rub rail with stake pockets, pintle hitch
- Deck: 2 x 8 pressure treated deck, Galvanized deck screws, 5' dovetail, spring assist stand up ramps
- Axles: Tandem 8,000 lbs. Dexter oil bath axles (2), electric brakes, breakaway brake system with well cell battery
- Lighting System: Protected turn/stop/tail lights, wiring run in conduit, heavy duty trailer plug
- Miscellaneous: Spare tire and rack, lockable tool box, primed and painted- choice of color, tongue jack rated for GVWR of trailer



**FSA23-EQU21.0: Heavy Equipment
Item Group Specifications**

Trailer: Deck Over Equipment - 40,000 lbs. GVWR

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Deck: 24' overall, 19' w/ 60" dovetail, 96" width
- Decking: 2" hardwood
- Ramps: 60" fold up ramps, 22" width
- Tiedowns: Heavy duty tiedowns
- Axles: (2) 22,500 lbs. axles, oil lubricated
- Brakes: Air brakes, w/ ABS
- Suspension: Multi-leaf, sized for GVWR of unit
- Tires: (8) 215/75R x 17.5 16 ply Radial
- Lighting: LED, DOT compliant stop, tail, turn and clearance
- Coupler: Adjustable pintle eye
- Jack: 2-speed jack, sized for trailer



**FSA23-EQU21.0: Heavy Equipment
Item Group Specifications**

Trailer: Detachable Neck Lowboy Trailer 100,000 lbs. GVWR

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Deck: 50' overall, 24' clear deck length, 14' rear over axles, 8'6" deck width, swing out outriggers
- Decking: 1 ½" hardwood decking
- Ramps: Front folding ramps
- Tiedowns: 5 pair heavy duty tiedowns
- Flagholders: 2 pair
- Axles: 3, sized to meet GVWR of unit, oil lubricated
- Brakes: Air brakes, w/ ABS, automatic slack adjusters
- Suspension: Air ride type, sized for GVWR of unit
- Tires: 235/70R 22.5 Radial tires
- Lighting: LED DOT compliant stop/tail/turn, clearance, and mid turn
- Detachable Gooseneck: 48" kingpin height, fixed neck, 96" swing radius, hydraulic lift, hydraulic support, toolbox on neck



**FSA23-EQU21.0: Heavy Equipment
Item Group Specifications**

Trailer: Enclosed Cargo Trailer - 7,000 lbs. GVWR

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Dimensions: Width- 7', length- 16', 7,000 lbs. GVWR
- Frame: Formed angle top and bottom sills, all exposed steel primed and painted, positive lock ball coupler, tongue jack, safety chains- DOT rated
- Floor/Walls/Roof: ¾" exterior grade plywood floor, ¼" plywood interior liner, .030" prefinished aluminum exterior, state colors, smooth galvanized steel or one-piece aluminum roof, fiberglass front cap, extruded aluminum bottom trim, extruded aluminum roof cove with drip rail, double locking door on rear
- Axles: Tandem 3,500 lbs. torflex axles, 15" wheels, 205 x 15 trailer rated tires, electric brakes with breakaway switch
- Lighting System: Protected turn/stop/tail lights, clearance lights, wiring run in conduit, heavy duty trailer plug
- Miscellaneous: Spare wheel and tire



FSA23-EQU21.0: Heavy Equipment Item Group Specifications

Trailer: Enclosed Utility Body/Trailer Mounted - 9,900 lbs. GVWR

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Length: 205"
- Width: 89"
- Weight: 4,600 lbs.
- GVWR: 9,900 lbs.
- Frame Construction: I beam type frame, specifically engineered to mount Knapheide KUVCC Body on
- Front Jack: Manual
- Rear Leg Stabilizers: 2 rear leg stabilizers
- Axle: 10,000 lbs. Torflex axle, oil hubs
- Brakes: Electric brakes
- Wheels and Tires: Dual rear wheels, tires sized for GVWR of unit
- Lighting: LED type, stop/turn/tail, backup
- Utility Body: Knaphiede KUVCC body
- Doors: Continuous hinges, rotary latches, adjustable strikers, double panel, duel seals, master lock, hold open springs
- Roof: Cross braced, rotary latches, adjustable strikers
- Rear Cargo Doors: Double panel, hold open shocks, door seals, rotary latches, adjustable strikers
- Interior Lights: LED lighting
- Shelving: 250 lbs. rating, hemmed dividers
- Floor: 1/8" treadplate w/cross sills
- Undercoating: Entire unit to be undercoated

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**FSA23-EQU21.0: Heavy Equipment
Item Group Specifications**

Trailer: Fixed Neck Lowboy Trailer - 70,000 lbs. GVWR

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Deck: 43' overall, 27' clear deck length, 4' dovetail
- Decking: 1 ½" hardwood decking
- Ramps: 8' x 3', fold up ramps, hydraulically raised
- Tiedowns: 8 pair heavy duty tiedowns
- Flagholders: 2 pair
- Axles: 2 sized to meet GVWR of unit, oil lubricated
- Brakes: Air brakes, w/ ABS, automatic slack adjusters
- Suspension: Spring type, sized for GVWR of unit
- Tires: 235/75R 17.5 Radial tires
- Lighting: LED DOT compliant stop/tail/turn, clearance, and mid turn
- Gooseneck: 48" kingpin height, fixed neck, 84" swing radius, toolbox on neck
- Landing Gear: 2 speed, 50,000 lbs. capacity



**FSA23-EQU21.0: Heavy Equipment
Item Group Specifications**

Trailer: Hydraulic Drop Deck Trailer - 13,500 lbs. GVWR

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- GVWR: 13,500 lbs.
- Deck: 75" x 14', ground flat loading
- Lift Mechanism: Hydraulic
- Suspension: Rubber or air
- Deck: Steel treadplate
- Brakes: Electric on all axles
- Tires: 235/80R16 LRE Radial
- Lighting: All LED DOT compliant, stop/tail/turn, clearance
- Coupler: A-frame adjustable
- Tie Downs: Heavy duty D-Ring



**FSA23-EQU21.0: Heavy Equipment
Item Group Specifications**

Trailer: Hydraulic Tail Trailer - 70,000 lbs. GVWR

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Dimensions: Deck width- 8' 6", overall length- 48', deck length- 25', hydraulic tail- 12' (8' with 4' fold under)
- GVWR: 70,000 lbs.
- Frame: Cambered "I" beam main frame, 49" kingpin height, 16" kingpin setting, 82" swing clearance, 8' upper deck length
- Deck: 1 ½" apitone or oak decking, 1 ½", floor plate over wheels, traction plate on hydraulic tail
- Hydraulic Tail: 8' main tail, 4' fold under tail, hydraulic actuated with tail lock, 14 degree load angle
- Landing Gear: Pin drop type or 2 speed type
- Axles/Suspension/Tires: 2- 22,500 lbs. axles, oil seal hubs, 6.5 x 17.5 steel wheels, 235/75R x 17.5 radial tires, air brakes with automatic slack adjustors, ABS brake system, air ride suspension with auto and manual controls
- Lighting: LED lighting, wiring in conduit, mid turn signals, lighting as per DOT regulations
- Miscellaneous Equipment: 12,000 lbs. hydraulic winch mounted on upper deck over kingpin, wireless control, toolbox on upper deck, hydraulic tail controls both sides, air ride controls with dump valve



FSA23-EQU21.0: Heavy Equipment Item Group Specifications

Trailer: Leachate Tanker - 6,500 gallons

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Approximate Dimensions: Length: 42', fifth wheel height- 49", capacity- 6,500 gal, operating pressure- 15 psi w/ vacuum relief
- Tank Construction: Stainless steel, external ring, one compartment, 6,500 gal, straight round w/ slope to rear, two baffles , three manways (lug) one located center and one in each baffled section, two manway cleanouts (4 lug) located in front head and rear head at bottom
- Top Walkway: Gripstrut 12" width, extending from rear to front manway, with handrail, and ladder to access walkway
- Discharges, Valves, and Plumbing: Pressure/vacuum relief valve 15 psi in manhole cover, 6" discharge w/ sliding gate valve at rear of tank drain pump, 4" discharge to pump w/ valve, manufacturer's plumbing to allow gravity discharge or pump discharge or filling, gravity discharge at rear of tank to utilize cam lock fittings and caps
- Pump: Hydraulically driven, bi-directional pump, controls at rear, stainless piping for pump hydraulics from pump to front curbside for truck attachment
- Hose Carriers: Located on fenders
- Cabinets: Two cabinets mounted curbside and roadside ahead of suspension
- Trailer Constuction: Stainless steel frame
- Axles: Two axles sized for GVWR of unit, oil lubricated hubs
- Brakes: Air brakes w/ ABS and rollover protection, aluminum air tanks, automatic slack adjusters
- Tires: Radial tires sized for GVWR of unit, aluminum wheels w/ mudflaps
- Landing Gear: Sized for GVWR of unit
- Lights: LED clearance, stop/turn/tail, all wiring run in protective conduit, worklight, w/ switch at rear, all wiring run to junction box at front of trailer
- Color: Stainless Steel



**FSA23-EQU21.0: Heavy Equipment
Item Group Specifications**

Trailer: Livestock Trailer - 7,000 lbs. GVWR

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- GVWR: 7,000 lbs.
- Stall Size: 76" x 16'
- Interior Height: 6' 6"
- Doors: Side escape door and full swing rear, center cut gate
- Deck: Treated pine
- Axles: (2) 3,500 lbs., quick lubricating
- Brakes: Electric on all axles
- Suspension: Multi-leaf
- Tires: 205/75R15 Radial
- Lighting: All LED DOT compliant, stop/tail/turn, clearance
- Coupler: A-frame ball style
- Jack: 2,000 lbs. heavy duty



**FSA23-EQU21.0: Heavy Equipment
Item Group Specifications**

Trailer: Pull Behind Dump Trailer - 14,000 lbs. GVWR

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- GVWR: 14,000 lbs.
- Bed: Grease fittings on all hinges, D-ring tie downs
- Bed Size & Frame: Width- 6' 8", length- 14', deck height- 24", tube steel box, 10GA bed floor, rear stabilizers, 12,000 lbs. tongue jack, 20" high sides and tailgate minimum
- Bed Lift: Scissor type hydraulic lift, 12 volt power unit with battery, 15' pendant control
- Axles: Dexter easy lube or equivalent, sized for GVWR of trailer, 4-wheel electric brakes with breakaway
- Miscellaneous: Conspicuity type on sides, tail/stop/turn lights, 7-way trailer plug, tarp system, spare tire, pintle type hitch or ball (customer selected)



**FSA23-EQU21.0: Heavy Equipment
Item Group Specifications**

Trailer: Refrigeration/Freezer Trailer - 7,000 lbs. GVWR

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- GVWR: 7,000 lbs.
- Cooler Box Size: 72" x 12'
- Interior Height: 6' 5"
- Temperature Range: 0 to 50 degrees F
- Input Voltage: 120V 15A
- Insulation: R-25
- Food Safety: Anti-microbial gel or stainless interior coating
- Doors: 48" rear door with freezer strips
- Floor: ¾" keg duty floor
- Axles: (2) 3,500 lbs., quick lubricating
- Brakes: electric on all axles
- Tires: 205/75R15 Radial tires
- Lighting: All LED DOT compliant, stop/tail/turn, clearance
- Jack: 2,000 lbs. heavy duty
- Coupler: A frame ball type



**FSA23-EQU21.0: Heavy Equipment
Item Group Specifications**

Trailer: Utility/Equipment Trailer - 7,000 lbs. GVWR

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Deck Size: 77" x 16'
- Sidewall Frame Height: 15" minimum
- Ramps: 48" rear folding tailgate
- Tie Downs: Heavy duty tie rings
- Deck: Treated pine
- Axles: (2) 3,500 lbs., quick lubricating
- Brakes: Electric on all axles
- Suspension: Multi-leaf
- Tires: 205/75R15 Radial tires
- Lighting: All LED DOT compliant, stop/tail/turn, clearance
- Coupler: A-frame 2 5/16" ball adjustable 4 hole
- Jack: 2,000 lbs. heavy duty



FSA23-EQU21.0: Heavy Equipment Item Group Specifications

Trailer: Waste Trailer with Walking Floor

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Dimensions: Length- 48', aluminum width- 102", side height- 100"
- Floor: Keith or Hallco running floor, extreme duty slats with center rib
- Crossmembers: 14" spacing
- Crosstubes: Center and rear crosstubes, bolt in style
- Lights: LED lights, mid turn lights.
- Tarp: Manual roll type- side to side, mesh type tarp
- Tailgate: Side swing- left or right, CAM locking system with safety chain, extreme duty hinges
- Landing Gear: Holland Mark V
- Axles: TP axles or equivalent, same inner and outer bearings, outboard mount hubs
- Suspension: Cast hangers, leaf springs
- Tires and Wheels: Steel disc 22.5 x 8.25, 11R22.5 Radial tires
- Miscellaneous: Tow hooks on rear, air deflector in front



FSA23-EQU21.0: Heavy Equipment Item Group Specifications

Transfer Switch: 600 Amp Automatic Transfer Switch

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Automatic Transfer Switch: Maximum voltage rating of 600 VAC, 60 Hz, 1Ph or 3Ph, open transition (break-before-make) transfer logic, transfer switch must meet the related industry standards: UL 1008- automatic transfer switches for use in emergency systems, CSA- automatic transfer switches, NEMA- industrial control and systems AC transfer switch equipment, IEC- automatic transfer switching equipment
- Rating: 600 amp, 3 pole, 277/480 VAC, 60Hz, enclosure type- NEMA 3r
- Functional: The automatic transfer switch shall automatically transfer the load to the generator supply in the event of a utility supply failure and return the load to the utility supply upon restoration. The automatic transfer switch power switching devices shall be mechanically and electrically interlocked to prevent the utility and generator supplies from being interconnected. All timers should be field adjustable to ensure proper field site compatibility.
- Automatic Sequence Of Operation: When the voltage on any phase of the utility supply is below present levels of rated voltage for a preset time delay, a contact shall close to initiate start of the standby generator. The load shall transfer to the generator supply when the generator voltage and frequency have reached acceptable present levels and the warm up time delay has expired. When the utility supply is restored to the above present levels of rated voltage on all phases, load transfer from generator to utility supply shall be initiated following expiry of the utility return timer. Once the transfer mechanism operates and opens the generator power switching device, the transfer mechanism shall stop in the neutral position (with the both power switching devices open) for the duration of the neutral delay timer setting to allow load voltage to decay prior to reconnecting the utility supply. The load shall be re-connected to the utility supply once the neutral delay timer expires and the transfer mechanism continues operation and closes the utility power switching device. The load shall immediately re-transfer to the utility supply (if within acceptable limits) should the generator supply fail prior to the expiry of the utility transfer delay. The generator set shall continue to operate following a load transfer for a cool down delay period, and then a contact shall open to stop the generator set. An "on load" test mode may be initiated which shall cause a simulated utility failure condition and transfer the load to the generator set. The transfer sequence shall be the same as for a utility power failure except a neutral delay sequence shall occur when transferring from utility to a generator source. The load shall immediately retransfer to the utility supply (if within acceptable limits) should the generator supply fail during an "on load" test mode.



FSA23-EQU21.0: Heavy Equipment Item Group Specifications

- **Factory Testing:** A certified factory test report shall be shipped with each switch at time of shipment. The automatic transfer switch shall be factory tested prior to delivery to the purchaser. The following test shall be conducted by qualified factory personnel: visual inspection, mechanical tests, electrical tests, final inspection.
- **Field Testing and Commissioning:** The automatic transfer switch shall be field tested once installed at the project site to confirm proper operation of the system. Schedule and witness testing activities shall be coordinated with the project engineer, site contractor, and owner as required in advance of the testing date. A qualified local factory-trained field representative shall conduct the necessary test to ensure proper operation of the switch. Visual inspection-electrical and mechanical inspection to verify the installation is correct as recommended by the transfer switch manufacturer and as per National Electric Code (NEC) requirements. Mechanical tests- as a minimum, the following mechanical tests shall be performed on the transfer switch: power conductor torque verification, verification of mechanical interlock, manual ATS mechanism operation, all mechanical fasteners/wire connections tight, confirmations of correct transfer switch voltage, current and withstand ratings as is required for the application, Meggar testing the power cabling to the transfer switch, verification of correct power cabling phasing and phase rotation prior to energization, confirmation of settings for all timers & voltages sensors, full function test-normal operation- 3 complete cycles of failing the utility supply and transfer load to/from the generator set, verification of all test modes operates correctly.
- **Conditions:** In addition to equipment specified, each automatic transfer switch shall be equipped with all necessary equipment as specified by the manufacturer for this model and shall include but not be limited to the following necessary items: shrink wrap applied to the product to ensure a clean finish, one complete set of operation and maintenance manuals, a two (2) year or 1,500 hour from date of standard standby warranty will apply from date of successful startup, labor, materials, and travel for the warranty period repair will be paid by manufacturer during normal business hours.



FSA23-EQU21.0: Heavy Equipment Item Group Specifications

Trencher: Walk Behind Trencher

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Engine: 25 hp gasoline engine, 7 gal fuel tank, positive feed oil system with spin on filter, 12 volt starting/charging system
- Ground Drive: Hydrostatic, rubber ground tracks, 7" track width, 31" track length on ground
- Trencher Drive: Hydraulic drive, 8 gal hydraulic reservoir, hydraulic system spin on filter
- Trencher Boom: Digging depth- 48", Auger diameter- 18", cutting width minimum- 4"
- Controls: Operator presence safety system, low-oil shutdown system, steering control, trencher controls, travel control, boom controls
- Approximate Dimensions: Weight- 1,550 lbs., length- 79", width- 34", height- 48"



**FSA23-EQU21.0: Heavy Equipment
Item Group Specifications**

Underground Locating Equipment: Ground Penetrating Radar

Due to the complexity of this type of equipment, there are no base unit specifications. Purchasers should research and verify the unit bid will meet their desired performance expectations and is compatible with their hardware/software, if required. It is recommended the vendor be contacted to assist with determining performance and compatibility needs prior to purchase.

Unit bid must be ready to work with batteries, carrying cases, and technical manuals.



**FSA23-EQU21.0: Heavy Equipment
Item Group Specifications**

Underground Locating Equipment: Utility Locator

Due to the complexity of this type of equipment, there are no base unit specifications. Purchasers should research and verify the unit bid will meet their desired performance expectations and is compatible with their hardware/software, if required. It is recommended the vendor be contacted to assist with determining performance and compatibility needs prior to purchase.

Unit bid must be ready to work with batteries, carrying cases, and technical manuals.



**FSA23-EQU21.0: Heavy Equipment
Item Group Specifications**

Vehicle Lift: Mobile - 2 Column, Cabled

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Minimum Lift Capacity: Combined lift capacity of 36,000 lbs., 18,000 lbs. per column minimum
- Dimension: Width- 45" minimum, length- 48" minimum, minimum rise- 67"
- Operation: Weight gage for each column, operating LCD screen, speed- fully lowered to raised not to exceed 80 seconds, fits tire sizes 9"-24"
- Safety: Mechanical safety locks, override to manual operation in the event of power loss, meets all applicable safety standards
- Power: Cabled base, voltage 208-230 3-phase
- Equipment must comply with all applicable federal, state, and local regulations and meet OSHA, UL-201, NEC, and the latest ANSI standard, ANSI/ALI -ALCTV 2006 and IBC 2003, IBC 2006 Chapter 30 section 3001.2. Equipment must be structurally and safety tested, and certified to ANSI/ALI -ALCTV 2006 automotive lift standard. A copy of listing certification shall be supplied as part of the acceptance of the bid. Equipment must be supplied with all ANSI, ALI/ETL safety booklet, ANSI operations, installation, and maintenance booklets, ANSI/ALI aloim-2008 standard and lifting point guides. Equipment must be supplied with all ANSI, ALI/ETL safety decals. Decals must be permanently placed on the lift in clear view for the operator.



**FSA23-EQU21.0: Heavy Equipment
Item Group Specifications**

Vehicle Lift: Mobile - 2 Column, Wireless

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Minimum Lift Capacity: Combined lift capacity of 36,000 lbs., 18,000 lbs. per column minimum
- Dimension: Width- 45" minimum, length- 48" minimum, minimum rise- 67"
- Operation: Weight gage for each column, operating LCD screen, speed- fully lowered to raised not to exceed 80 seconds, fits tire sizes 9"-24"
- Safety: Mechanical safety locks, override to manual operation in the event of power loss, meets all applicable safety standards, training included with purchase
- Power: Wireless
- Equipment must comply with all applicable federal, state, and local regulations and meet OSHA, UL-201, NEC, and the latest ANSI standard, ANSI/ALI -ALCTV 2006 and IBC 2003, IBC 2006 Chapter 30 section 3001.2. Equipment must be structurally and safety tested, and certified to ANSI/ALI -ALCTV 2006 automotive lift standard. A copy of listing certification shall be supplied as part of the acceptance of the bid. Equipment must be supplied with all ANSI, ALI/ETL safety booklet, ANSI operations, installation, and maintenance booklets, ANSI/ALI aloim-2008 standard and lifting point guides. Equipment must be supplied with all ANSI, ALI/ETL safety decals. Decals must be permanently placed on the lift in clear view for the operator.



**FSA23-EQU21.0: Heavy Equipment
Item Group Specifications**

Vehicle Lift: Mobile - 4 Column, Cabled

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Minimum Lift Capacity: Combined lift capacity of 72,000 lb. ; 18,000 lb. per column minimum.
- Dimension: Width- 45" minimum, length- 48" minimum, minimum rise- 67"
- Operation: Weight gage for each column, operating LCD screen, speed- fully lowered to raised not to exceed 80 seconds, fits tire sizes 9"-24"
- Safety: Mechanical safety locks, override to manual operation in the event of power loss, meets all applicable safety standards
- Power: Cabled base
- Equipment must comply with all applicable federal, state, and local regulations and meet OSHA, UL-201, NEC, and the latest ANSI standard, ANSI/ALI -ALCTV 2006 and IBC 2003, IBC 2006 Chapter 30 section 3001.2. Equipment must be structurally and safety tested, and certified to ANSI/ALI -ALCTV 2006 automotive lift standard. A copy of listing certification shall be supplied as part of the acceptance of the bid. Equipment must be supplied with all ANSI, ALI/ETL safety booklet, ANSI operations, installation, and maintenance booklets, ANSI/ALI aloim-2008 standard and lifting point guides. Equipment must be supplied with all ANSI, ALI/ETL safety decals. Decals must be permanently placed on the lift in clear view for the operator.



**FSA23-EQU21.0: Heavy Equipment
Item Group Specifications**

Vehicle Lift: Mobile - 4 Column, Wireless

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Minimum Lift Capacity: Combined lift capacity of 72,000 lbs., 18,000 lbs. per column minimum
- Dimension: Width- 45" minimum, length- 48" minimum, minimum rise- 67"
- Operation: Weight gage for each column, operating LCD screen, speed- fully lowered to raised not to exceed 80 seconds, fits tire sizes 9"-24"
- Safety: Mechanical safety locks, override to manual operation in the event of power loss, meets all applicable safety standards, training included with purchase
- Power: Wireless
- Equipment must comply with all applicable federal, state, and local regulations and meet OSHA, UL-201, NEC, and the latest ANSI standard, ANSI/ALI -ALCTV 2006 and IBC 2003, IBC 2006 Chapter 30 section 3001.2. Equipment must be structurally and safety tested, and certified to ANSI/ALI -ALCTV 2006 automotive lift standard. A copy of listing certification shall be supplied as part of the acceptance of the bid. Equipment must be supplied with all ANSI, ALI/ETL safety booklet, ANSI operations, installation, and maintenance booklets, ANSI/ALI aloim-2008 standard and lifting point guides. Equipment must be supplied with all ANSI, ALI/ETL safety decals. Decals must be permanently placed on the lift in clear view for the operator.



**FSA23-EQU21.0: Heavy Equipment
Item Group Specifications**

Vehicle Lift: Mobile - 6 Column, Cabled

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Minimum Lift Capacity: Combined lift capacity of 108,000 lbs., 18,000 lbs. per column minimum
- Dimension: Width- 45" minimum, length- 48" minimum, rise minimum- 67", fits tire sizes 9" - 24"
- Operation: Weight gage for each column, operating LCD screen, speed- fully lowered to raised not to exceed 80 seconds
- Safety: Mechanical safety locks, override to manual operation in the event of power loss, meets all applicable safety standards
- Power: Cabled base
- Equipment must comply with all applicable federal, state, and local regulations and meet OSHA, UL-201, NEC, and the latest ANSI standard, ANSI/ALI -ALCTV 2006 and IBC 2003, IBC 2006 Chapter 30 section 3001.2. Equipment must be structurally and safety tested, and certified to ANSI/ALI -ALCTV 2006 automotive lift standard. A copy of listing certification shall be supplied as part of the acceptance of the bid. Equipment must be supplied with all ANSI, ALI/ETL safety booklet, ANSI operations, installation, and maintenance booklets, ANSI/ALI aloim-2008 standard and lifting point guides. Equipment must be supplied with all ANSI, ALI/ETL safety decals. Decals must be permanently placed on the lift in clear view for the operator.



**FSA23-EQU21.0: Heavy Equipment
Item Group Specifications**

Vehicle Lift: Mobile - 6 Column, Wireless

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Minimum Lift Capacity: Combined lift capacity of 108,000 lbs., 18,000 lbs. per column minimum
- Dimension: Width- 45" minimum, length- 48" minimum, rise minimum- 67", fits tire sizes 9" - 24"
- Operation: Weight gage for each column, operating LCD screen, speed- fully lowered to raised not to exceed 80 seconds
- Safety: Mechanical safety locks, override to manual operation in the event of power loss, meets all applicable safety standards: training included with purchase
- Power: Wireless
- Equipment must comply with all applicable federal, state, and local regulations and meet OSHA, UL-201, NEC, and the latest ANSI standard, ANSI/ALI -ALCTV 2006 and IBC 2003, IBC 2006 Chapter 30 section 3001.2. Equipment must be structurally and safety tested, and certified to ANSI/ALI -ALCTV 2006 automotive lift standard. A copy of listing certification shall be supplied as part of the acceptance of the bid. Equipment must be supplied with all ANSI, ALI/ETL safety booklet, ANSI operations, installation, and maintenance booklets, ANSI/ALI aloim-2008 standard and lifting point guides. Equipment must be supplied with all ANSI, ALI/ETL safety decals. Decals must be permanently placed on the lift in clear view for the operator.



**FSA23-EQU21.0: Heavy Equipment
Item Group Specifications**

Vehicle Lift: Mobile - 8 Column, Cabled

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Minimum Lift Capacity: Combined lift capacity of 144,000 lb. ; 18,000 lb. per column minimum.
- Dimension: Width- 45", length- 48" minimum, rise minimum- 67", fits tire sizes 9"-24"
- Operation: Weight gage for each column, operating LCD screen, speed- fully lowered to raised not to exceed 80 seconds
- Safety: Mechanical safety locks, override to manual operation in the event of power loss, meets all applicable safety standards
- Power: Cabled base
- Equipment must comply with all applicable federal, state, and local regulations and meet OSHA, UL-201, NEC, and the latest ANSI standard, ANSI/ALI -ALCTV 2006 and IBC 2003, IBC 2006 Chapter 30 section 3001.2. Equipment must be structurally and safety tested, and certified to ANSI/ALI -ALCTV 2006 automotive lift standard. A copy of listing certification shall be supplied as part of the acceptance of the bid. Equipment must be supplied with all ANSI, ALI/ETL safety booklet, ANSI operations, installation, and maintenance booklets, ANSI/ALI aloim-2008 standard and lifting point guides. Equipment must be supplied with all ANSI, ALI/ETL safety decals. Decals must be permanently placed on the lift in clear view for the operator.



**FSA23-EQU21.0: Heavy Equipment
Item Group Specifications**

Vehicle Lift: Mobile - 8 Column, Wireless

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Minimum Lift Capacity: Combined lift capacity of 144,000 lbs., 18,000 lbs. per column minimum
- Dimension: Width- 45" minimum, length- 48" minimum, rise minimum- 67", fits tire sizes 9" - 24"
- Operation: Weight gage for each column, operating LCD screen, speed- fully lowered to raised not to exceed 80 seconds
- Safety: Mechanical safety locks, override to manual operation in the event of power loss, meets all applicable safety standards, training included with purchase
- Power: Wireless
- Equipment must comply with all applicable federal, state, and local regulations and meet OSHA, UL-201, NEC, and the latest ANSI standard, ANSI/ALI -ALCTV 2006 and IBC 2003, IBC 2006 Chapter 30 section 3001.2. Equipment must be structurally and safety tested, and certified to ANSI/ALI -ALCTV 2006 automotive lift standard. A copy of listing certification shall be supplied as part of the acceptance of the bid. Equipment must be supplied with all ANSI, ALI/ETL safety booklet, ANSI operations, installation, and maintenance booklets, ANSI/ALI aloim-2008 standard and lifting point guides. Equipment must be supplied with all ANSI, ALI/ETL safety decals. Decals must be permanently placed on the lift in clear view for the operator.



**FSA23-EQU21.0: Heavy Equipment
Item Group Specifications**

Vehicle Lift: Stationary - 2 Post Asymmetric Stationary Vehicle Lift 10k

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Minimum Lift Capacity: 10,000 lbs.
- Dimension: minimum width- 125", minimum width between posts- 110", minimum extended cylinder height- 142.5", minimum full rise height- 72", minimum ceiling height required- 12'
- Operation: Speed of rise- fully lowered to fully raised in 50 seconds
- Safety: Manual or automatic lock release, meets all applicable safety standards
- Motor: 2.0 hp 208-230 V minimum
- Accessories: Power upgrades options, air/electric workstation w/ filter/lubricator/regulator, tire tool, manager workstation w/ filter/lubricator/regulator, column height extensions, door protection
- Equipment must comply with all applicable federal, state, and local regulations and meet OSHA, UL-201, NEC, and the latest ANSI standard, ANSI/ALI -ALCTV 2006 and IBC 2003, IBC 2006 Chapter 30 section 3001.2. Equipment must be structurally and safety tested, and certified to ANSI/ALI -ALCTV 2006 automotive lift standard. A copy of listing certification shall be supplied as part of the acceptance of the bid. Equipment must be supplied with all ANSI, ALI/ETL safety booklet, ANSI operations, installation, and maintenance booklets, ANSI/ALI aloim-2008 standard and lifting point guides. Equipment must be supplied with all ANSI, ALI/ETL safety decals. Decals must be permanently placed on the lift in clear view for the operator.



**FSA23-EQU21.0: Heavy Equipment
Item Group Specifications**

Vehicle Lift: Stationary - 2 Post Symmetric Stationary Vehicle Lift 12k

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Minimum Lift Capacity: 12,000 lbs.
- Dimension: Minimum width- 139", minimum width between posts- 114 7/8", minimum extended cylinder height- 160", minimum full rise height- 72", maximum ceiling height required- 16'
- Operation: Speed of rise- fully lowered to fully raised in 90 seconds
- Safety: Manual or automatic lock release, meets all applicable safety standards
- Motor: 2.0 hp 208-230 V minimum
- Accessories: Power upgrades options, air/electric workstation, w/ filter/lubricator/regulator, tire tool manager workstation w/ filter/lubricator/regulator, column height extensions, door protection
- Equipment must comply with all applicable federal, state, and local regulations and meet OSHA, UL-201, NEC, and the latest ANSI standard, ANSI/ALI -ALCTV 2006 and IBC 2003, IBC 2006 Chapter 30 section 3001.2. Equipment must be structurally and safety tested, and certified to ANSI/ALI -ALCTV 2006 automotive lift standard. A copy of listing certification shall be supplied as part of the acceptance of the bid. Equipment must be supplied with all ANSI, ALI/ETL safety booklet, ANSI operations, installation, and maintenance booklets, ANSI/ALI aloim-2008 standard and lifting point guides. Equipment must be supplied with all ANSI, ALI/ETL safety decals. Decals must be permanently placed on the lift in clear view for the operator.



**FSA23-EQU21.0: Heavy Equipment
Item Group Specifications**

Vehicle Lift: Stationary - 2 Post Symmetric Stationary Vehicle Lift 15k

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Minimum Lift Capacity: 15,000 lbs.
- Dimension: Minimum width- 125", minimum width between posts- 120", minimum extended cylinder height- 160", minimum full rise height- 72", maximum ceiling height required- 17'
- Operation: Speed of rise- fully lowered to fully raised in 90 seconds
- Safety: Manual or automatic lock release, meets all applicable safety standards
- Motor: 2.0 hp 208-230 V minimum
- Accessories: Power upgrades options, air/electric workstation, w/ filter/lubricator/regulator, tire tool manager workstation w/ filter/lubricator/regulator, column height extensions, door protection.
- Equipment must comply with all applicable federal, state, and local regulations and meet OSHA, UL-201, NEC, and the latest ANSI standard, ANSI/ALI -ALCTV 2006 and IBC 2003, IBC 2006 Chapter 30 section 3001.2. Equipment must be structurally and safety tested, and certified to ANSI/ALI -ALCTV 2006 automotive lift standard. A copy of listing certification shall be supplied as part of the acceptance of the bid. Equipment must be supplied with all ANSI, ALI/ETL safety booklet, ANSI operations, installation, and maintenance booklets, ANSI/ALI aloim-2008 standard and lifting point guides. Equipment must be supplied with all ANSI, ALI/ETL safety decals. Decals must be permanently placed on the lift in clear view for the operator.



**FSA23-EQU21.0: Heavy Equipment
Item Group Specifications**

Vehicle Lift: Stationary - 2 Post Symmetric Stationary Vehicle Lift 18k

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Minimum Lift Capacity: 18,000 lbs.
- Dimension: Minimum width- 125", minimum width between posts- 118", minimum extended cylinder height- 142.5", minimum full rise height- 85", maximum ceiling height required- 17'
- Operation: Speed of rise- fully lowered to fully raised in 60 seconds
- Safety: Manual or automatic lock release, meets all applicable safety standards
- Motor: 3.0 hp 208-230 V minimum
- Accessories: Power upgrades options, air/electric workstation, w/ filter/lubricator/regulator, tire tool manager workstation w/ filter/lubricator/regulator, column height extensions, door protection
- Equipment must comply with all applicable federal, state, and local regulations and meet OSHA, UL-201, NEC, and the latest ANSI standard, ANSI/ALI -ALCTV 2006 and IBC 2003, IBC 2006 Chapter 30 section 3001.2. Equipment must be structurally and safety tested, and certified to ANSI/ALI -ALCTV 2006 automotive lift standard. A copy of listing certification shall be supplied as part of the acceptance of the bid. Equipment must be supplied with all ANSI, ALI/ETL safety booklet, ANSI operations, installation, and maintenance booklets, ANSI/ALI aloim-2008 standard and lifting point guides. Equipment must be supplied with all ANSI, ALI/ETL safety decals. Decals must be permanently placed on the lift in clear view for the operator.



**FSA23-EQU21.0: Heavy Equipment
Item Group Specifications**

Vehicle Lift: Stationary - 2 Post Versymmetric Stationary Vehicle Lift 10k

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Lifting Capacity: 10,000 lbs.
- Lifting Configuration: Versymmetric (symmetric & asymmetric) arms 3-stage front/3-stage rear, rise height- 74.125", overall height- 134"/140", overall height (cylinder extended)- 143", 2' height extension available, 3' height extension available, overall width- 138.5"/ 143", drive-thru clearance- 100"/104.5", floor to overhead switch- 128.5"/134.5", front arm reach- 20"-42", rear arm reach- 37.625"-60", screw pad height- 3.875"-6.125", inside columns- 110"/114.5", motor/voltage- 2 hp, 208V-230V, 60 Hz, 1 Ph, speed of rise- 38 seconds, ceiling height required 12', ALI/ETL certified



**FSA23-EQU21.0: Heavy Equipment
Item Group Specifications**

**Vehicle Lift: Stationary - 4 Column, Alignment Lift with Front/Rear Jacks and Integrated
Turntables and Slip Plates 14k**

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Lifting Capacity: 15,000 lbs.
- Lifting Configuration: Open or closed- front open max, wheelbase- 210", rise height- 78", overall length- 277.25", overall width- 142" front/134.5" rear, inside columns- 120", between columns- 222.5", height of columns- 99.5"/93.5", width of runways- 20", height of runways- 7", width between runways- 43" max, 2-wheel alignment- 194", 4-wheel alignment- 88"-158", air supply required- 90-120 psi, motor/voltage- 2 hp, 208V-230V, 60 Hz, speed or rise- 85 seconds, minimum recommended bay size- 12' x 26', ALI/ETL certified, colors available- red, blue, black



January 12, 2024

To: All Departments

Subject: Approved use of Florida Sheriff's Office contract FSA23-EQU21 for EQUIPMENT

The Purchasing Department has reviewed Florida Sheriff's Association (FSA) contract FSA23-EQU21 and has confirmed that the terms are acceptable for departmental use from the date of this memo through its expiration of September 30, 2025, unless extended. This is a multiple award contract. A list of awarded equipment and vendors can be found by visiting the FSA website at <https://www.flsheriffs.org/purchasingprogram/contractcategory/fsa23equ210>.

The Florida Sheriffs Association is a not-for-profit corporation whose mission is to provide support, and training for its members made up of 67 Florida Sheriffs Departments, business leaders and private citizens. The FSA's Cooperative Purchasing Program (CPP) conducts solicitations for the benefit of various government entities, including municipalities. The following terms in the contract, which can be found beginning on page 555 of the final award packet referenced within, support the terms and conditions required by the City of Cocoa:

1.08 GENERAL DEFINITIONS (o) Purchase Order: Purchaser orders placed using this contract formalize the terms and conditions of this contract under which a vendor furnishes vehicles or equipment to a purchaser.

1.09 ELIGIBLE PURCHASERS OF CONTRACT: Awarded bids, or contract prices, will be extended and guaranteed to the Florida Sheriffs Association, any unit of local government, political subdivision or agency of the State of Florida. This includes, but is not limited to counties, municipalities, sheriffs' offices, clerks, property appraisers, tax collectors, supervisors of elections, school boards or districts, water management districts, police and fire departments, emergency response units, state universities and colleges, or other state, local or regional government entities within the State of Florida.

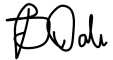
1.10 LEGAL REQUIREMENTS: Federal, State, county laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder of applicable legal requirements will in no way be a cause for relief from responsibility.

To ensure you receive correct contract and program discounts, Departments will request quotations for product pricing directly from the vendor. The vendor quote and requisition must clearly reference that pricing is provided in accordance with this contract. The vendor quote must specify product pricing discount applied which must be greater than or equal to pricing discount listed in the contract.

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. 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.org.



Brian Dale
Purchasing Manger
City of Cocoa

Reference:

FSA23-EQU21.0: Equipment Final Award Contract Packet,

https://www.flsheriffs.org/uploads/FSA23EQU210-Equipment_Final_Award_Packet10122023.pdf

CITY COUNCIL AGENDA ITEM

Memo Date: October 10, 2025
Agenda Date: October 28, 2025
File ID: 2025-971
Prepared By: Melinda Keesee, Field Operations Technician
Through: Donnie Howard, Asst. WFO Manager
John Walsh, Utilities Director
Requested Action: Approve Task Order 2026-17 to contract Q-23-13-COC with Carollo Engineers, Inc. in the amount of \$247,530.00 to assist Sewer Field Operations (SFO) in Project Management Coordination, Technical Support and Review, SCADA Maintenance, Data Collection and Support, and Manhole/Gravity Sewer Program Maintenance

BACKGROUND:

Over the past eleven years, the City has successfully implemented and completed a comprehensive gravity sewer collections system assessment program. The information gained from this program provides data critical to the successful implementation of a proactive asset management team within Sewer Field Operations (SFO).

As part of the development of the asset management team and as support to SFO in maintaining the City's sewer collections system as a whole, the City of Cocoa has requested that Carollo Engineers, Inc. assist SFO in prioritizing asset repair and replacement activities, scoping and preparing contract documents, managing outside services, organizing and utilizing asset data, and increasing staff collaboration and interactions. The services under this task order will include providing project management assistance and coordination, technical support and review, SCADA maintenance, data collection and support, and manhole/gravity sewer program maintenance. Staff along with assistance from Carollo Engineers, Inc. will manage the efforts required to determine the scope of work necessary for repair and replacement of sewer collections infrastructure.

On May 23, 2023 City Council award a continuing services agreement, agreement Q-23-13-COC to Corollo Engineers, Inc. for Engineering Services for Wastewater Collection, Treatment, and Disposal Systems in accordance with Florida Statute 287.055 known as the Consultants' Competitive Negotiation Act (CCNA).

Staff requests approval of FY 2026 Task Order 2026-17 with Carollo Engineers, Inc. in the amount of \$247,530.00.

PRIORITY AREA CONNECTION:

Investment in Public Infrastructure

BUDGETARY IMPACT:

Budgeted? Yes

Amount Requested: \$247,530.00

Account Number: 421-4125-536.31-03

Account Name: Engineering Services

PREVIOUS ACTION:

On August 28, 2018, City Council approved Task Order 2019-02 with Carollo Engineers, Inc. to assist Sewer Field Operations (SFO) in Project Assessment Information, Management Assistance, Quality Control Process Development, Long-Term Strategic Planning, and SCADA Maintenance for FY 2019.

On February 26, 2020, City Council approved Task Order 2020-11 with Carollo Engineers, Inc. to assist Sewer Field Operations (SFO) in Project and Assessment Information, Management Assistance, Quality Control Process Development, Long-Term Strategic Planning, and SCADA Maintenance for FY 2020.

On October 13, 2020, City Council approved Task Order 2021-17 with Carollo Engineers, Inc. to assist Sewer Field Operations (SFO) in Project and Assessment Information, Management Assistance, Quality Control Process Development, Long-Term Strategic Planning, and SCADA Maintenance.

On February 22, 2022, City Council approved Task Order 2022-25 with Carollo Engineers, Inc. to assist Sewer Field Operations (SFO) in Project Management Coordination, Technical Support and Review, SCADA Maintenance, Long-Term Strategic Planning, and Manhole/Gravity Sewer Program Maintenance

On September 13, 2022, City Council approved Task Order 2023-29 with Carollo Engineers, Inc. to assist Sewer Field Operations (SFO) in Project Management Coordination, Technical Support and Review, SCADA Maintenance, Long-Term Strategic Planning, and Manhole/Gravity Sewer Program Maintenance

On October 24, 2023, City Council approved Task Order 2024-03 with Carollo Engineers, Inc. to assist Sewer Field Operations (SFO) in Project Management Coordination, Technical Support and Review, SCADA Maintenance, Long-Term Strategic Planning, and Manhole/Gravity Sewer Program Maintenance.

On October 8, 2024, City Council approved Task Order 2025-09 with Carollo Engineers, Inc. to assist Sewer Field Operations (SFO) in Project Management Coordination, Technical Support and Review, SCADA Maintenance, Long-Term Strategic Planning, and Manhole/Gravity Sewer Program Maintenance.

RECOMMENDED MOTION:

Approve Task Order 2026-17 to contract Q-23-13-COC with Carollo Engineers, Inc. in the amount of \$247,530.00 to assist Sewer Field Operations (SFO) in Project

Management Coordination, Technical Support and Review, SCADA Maintenance, Data Collection and Support, and Manhole/Gravity Sewer Program Maintenance

TASK ORDER NO. 2026-17

CITY OF COCOA

AND

CAROLLO ENGINEERS, INC.

This Task Order is issued by the OWNER and accepted by ENGINEER pursuant to the mutual promises, covenants and conditions contained in the Agreement between the above named parties dated the 31st day of July 2023, in connection with: FY2026 Sewer Field Operations and Division Support (PROJECT).

A. PROJECT UNDERSTANDING

The City of Cocoa (OWNER) requests Carollo Engineers, Inc. (ENGINEER) to provide professional engineering services for project and assessment information management assistance, quality control process development, long-term strategic planning, SCADA maintenance, manhole and gravity sewer rehabilitation program, force main valve assessment, and other engineering services as required.

B. SCOPE OF WORK

Task 1 – Project Management and Coordination

ENGINEER will provide project management assistance by documenting asset management activities performed by OWNER, reviewing and verifying wastewater collection system improvement updates to the GIS database, contracting and overseeing outside vendors/contractors, and transferring information and data to OWNER personnel. This task will also include invoicing, status updates, meeting management, and administrative assistance.

ENGINEER will meet with OWNER to review internal field activities, including assessments, replacements, and improvements to wastewater system assets. The ENGINEER will document the results of these meetings with regard to decisions on the disposition of assets and required updates to the asset database.

ENGINEER will assist the OWNER with the preparation of documents necessary to contract with outside sources, including, but not limited to requests for proposals, requests for quotations, project definition plans, and task orders. ENGINEER will assist the OWNER with technical oversight and coordination of contractors and vendors on an as-needed basis. ENGINEER will provide other services related to the overall management of the OWNER's wastewater collection system on an as needed basis.

Task 2 – Technical Support and Review

Task 2.1 Technical Support

At the OWNER's request, the ENGINEER will provide technical input, QA/QC and review for existing projects not performed by the ENGINEER for activities associated with the wastewater

collection system, up to the budget allocated under this task. The review will be performed by a Project Professional ES V or equivalent licensed professional engineer.

Task 2.2 O&M Manual Updates

At the OWNER's request, the ENGINEER will assist with updating the Sewer Field Operations (SFO) Operations and Maintenance (O&M) manual. The SFO O&M manual revisions may include additional sections not previously incorporated in the previous version of the document and updates to existing sections. For the OWNER's consideration, the ENGINEER will provide initial recommendations and potential schedules for converting the PDF O&M manuals for the SFO staff into a digital online interface to allow the OWNER to make additions and updates more frequently.

Task 2.3 Collection System Condition Assessment Assistance

ENGINEER will assist in collecting, organizing, combining, and mapping wastewater collection system data accumulated from various sources, including assessment programs, field documents, customer service records, and regulatory information. ENGINEER will also aid the OWNER in performing condition assessments of the collection system. Assessment techniques may include: lift station condition, force main pipe wall thickness, valve assessment, manhole and gravity main assessment. The budget for a vendor-provided assessment was not included in this scope. However, services may be provided as an amendment.

Task 2.4 Collection System Action Plan – Annual Report

ENGINEER will assist in developing and submitting the Annual Collection System Action Plan Report as required by Rule 62-600.705(2), F.A.C. ENGINEER will aid the OWNER in gathering and compiling required data from the previous fiscal year. The report shall be submitted to FDEP by June 30th of each year. The ENGINEER will provide a copy of the report in PDF format for OWNER records.

Task 3 – SCADA Maintenance

ENGINEER will assist OWNER with lift station SCADA maintenance, including programming of the RTUs, troubleshooting, and other SCADA related activities on an as needed basis. This task includes site visits, technical support, programming and as-needed services up to the budget allocated to the task.

Task 4 – Data Collection and Support

Task 4.1 CIP Oversight

The ENGINEER will assist the OWNER with overseeing the implementation of the Capital Improvement Planning (CIP) projects associated with the collection system, as described in the Capital Plan Update prepared by Carollo. The ENGINEER's assistance may include: review of bids, review of scopes of work, review of pay applications and provision of limited construction services.

Task 4.2 Infiltration and Inflow Field Data Collection and Study

The ENGINEER will identify areas for further data collection or modification of existing SCADA adjustments to increase the accuracy of lift station runtime data. The ENGINEER will perform field work to install data collection equipment that can be surface mounted at lift stations or

other collection system assets. This scope does not include assistance for gravity flow meters or other field data collection equipment that requires confined space entrance installation. The ENGINEER will utilize the data collected above to estimate the Rainfall Derived Infiltration and Inflow (RDII) entering the sewer system. ENGINEER will develop a short technical memorandum with the details of the results.

Task 4.3 Technology Review

The ENGINEER will review new technologies that will aid the City with maintaining the collection system. The ENGINEER will evaluate emerging technologies and based on the viability of the technology or demonstration. The ENGINEER will provide an analysis of the new technology and recommendations for the City to consider.

Task 5 – Manhole and Gravity Sewer Program Maintenance

This task aims to support the OWNER's currently scheduled program to rehabilitate the OWNER's gravity sewer manholes and gravity sewer pipes. The ENGINEER will perform limited field investigations as part of this project, including a limited inspection of up to five selected manholes lined in previous years. The ENGINEER will rely on data provided by the OWNER for this task. The ENGINEER will coordinate with the OWNER, the manhole rehabilitation services, and pipe lining providers via recurring coordination calls throughout the rehabilitation programs. The ENGINEER will coordinate with the OWNER to review and update the manhole lining program for FY26-27. ENGINEER will also review payment applications and provide comments to the OWNER.

C. REIMBURSABLE EQUIPMENT AND EXPENSES

The ENGINEER will procure the equipment required for the SFO team to utilize in the long term for the collection system. Equipment may include pressure loggers, level sensors, tipping rain buckets or other miscellaneous equipment. The total amount budgeted is \$10,000.00 for equipment. At the request of the OWNER additional equipment can be purchased under an amended scope. The total expense budget is \$1,000.00; the budget covers mileage and meal expenses associated with project-related travel. These costs are necessary to support staff attending on-site meetings and fieldwork.

D. DELIVERABLES

ENGINEER will provide the following deliverables as part of this work task:

1. Documents as identified by the OWNER and agreed upon by the ENGINEER during the execution of this Task Order.

E. SCHEDULE

The time periods for the performance of ENGINEER's Services will commence upon the issuance of a written notice-to-proceed and continue through September 30, 2026.

COMPENSATION

Compensation for the Services of ENGINEER described in this Task Order will be billed based on actual time in accordance with the Billing Rates provided in Attachment B of the Master Services Agreement. The same terms will be applied to all subconsultants on the project.

Reimbursable expenses shall be billed at actual costs in accordance with the Agreement referenced above. The Upper Limit of this Task Order shall be **\$247,530.00** based on the estimate provided in Exhibit 1.

G. TERMS AND CONDITIONS

The terms and conditions of the Agreement referred to above shall apply to the Task Order except to the extent expressly modified herein. In the event of such modification, the modification shall be set forth below and the Article of the Agreement to be modified shall be specifically referenced.

H. TERMS OR PROVISIONS IN CONFLICT

If the provisions of the Agreement conflict with those of the Task Order, the provisions of this Task Order shall govern.

I. EFFECTIVE DATE

This Task Order No. 17 is effective as of the 1st day of October 2025.

IN WITNESS WHEREOF, duly authorized representatives of the OWNER and of the ENGINEER have executed this Task Order, evidencing its issuance by OWNER and acceptance by ENGINEER.

CAROLLO ENGINEERS, INC.

OWNER

Accepted this 10th day of October 2025.

By:



Scott Richards, P.E.,
Vice President

By:

Stockton Whitten, City Manager

By:



Elisabetta Natale, P.E.,
Associate Vice President

EXHIBIT 1 - CAROLLO ENGINEERING SERVICES FEE

CAROLLO ENGINEERS INC. - Engineering Services Fee FY2026 Sewer Field Operations and Division Support		Assistant Professional ES I	Assistant Professional ES II	Professional ES III	Professional ES IV	Project Professional ES V	Project Professional ES VI	Senior Professional ES VIII	Principal Professional ES IX	Word Processing	Total Hours	Total Labor Cost (Not-to-Exceed)
Engineering Services												
	Labor Rate	\$ 130.00	\$ 145.00	\$ 160.00	\$ 180.00	\$ 195.00	\$ 220.00	\$ 275.00	\$ 295.00	\$ 105.00		
TASK	TASK DESCRIPTION											
1	PROJECT MANAGEMENT AND COORDINATION											
1.1	Project and Program Management				66	10				28	104	\$ 16,770.00
	Subtotal Task 1	0	0	0	66	10	0	0	0	28	104	\$ 16,770.00
TASK												
2	TECHNICAL SUPPORT AND REVIEW											
2.1	Technical Support						8	8	2		18	\$ 4,550.00
2.2	O&M Manual Updates			24	12	10	8	8	2		64	\$ 12,500.00
2.3	Collection System Condition Assessment Assistance			24	12	10	4	12	4		66	\$ 13,310.00
2.4	Collection System Action Plan Annual Report			16	8		4		2		30	\$ 5,470.00
	Subtotal Task 2	-	-	64	32	20	24	28	10	-	178	\$ 35,830.00
TASK												
3	SCADA MAINTENANCE											
3.1	SCADA Maintenance							240			240	\$ 66,000.00
	Subtotal Task 3	-	-	-	-	-	-		-	-	240	\$ 66,000.00
TASK												
4	DATA COLLECTION AND SUPPORT											
4.1	CIP Oversight				10	12	24	4	4		54	\$ 11,700
4.2	Infiltration and Inflow Field Data Collection and Study	32	36	60	12	16	24	8	4		192	\$ 32,920
4.3	Technology Review	10	10	40	24	8	16				108	\$ 18,550
	Subtotal Task 4	42	46	100	46	36	64	12	8	-	354	\$ 63,170
TASK												
5	MANHOLE AND GRAVITY SEWER PROGRAM MAINTENANCE											
5.1	Manhole and Gravity Sewer Program Maintenance	58	78	72	72	40		8	2	8	338	\$ 54,760.00
	Subtotal Task 5	58	78	72	72	40	-	8	2	8	338	\$ 54,760.00
	Total Project Hours and Labor Costs (CAROLLO ENGINEERS INC.)	100	124	236	216	106	88	48	20	36	1,214	\$ 236,530.00
Equipment												\$ 10,000.00
Expenses												\$ 1,000.00
	TOTAL NOT-TO-EXCEED FEE											\$ 247,530.00

Task Order Request Form

P-Form 2021.09 Revised
07/14/2023

Engineering Svcs for Wastewater Collection, Treatment, and Disposal System

2026-17

Name of CSA (Continuing Service Agreement)

TASK ORDER NUMBER

Date: 10/10/25 City Bid Number: RFQ-23-13-COC⁺ AMOUNT: \$ 247,530.00

Vendor Name: Carollo Engineers, Inc. Quote/Proposal Number: 2026-17

Dept. Number/Division Name: 4125 Utilities/SFO

Project Name: SFO Engineering Support Project Number: N/A

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

AMENDMENT

Amendment to Original Task Order No. : Requested Amendment Amount:

Original Task Order Amount: Total Revised Amount including all Amendments:

Total number of Amendments including this one:

Scope of Services; Justification for Amendment

Carollo Engineering, Inc. will provide Sewer Field Operations with professional engineering services for project management and coordination, technical support and review, SCADA maintenance, data collection and support, and manhole/gravity sewer program maintenance.

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

Melinda Keesee Digitally signed by Melinda Keesee
Date: 2025.10.10 12:54:16 -04'00'

Requestor

John "Jack" Walsh Digitally signed by John "Jack" Walsh
Date: 2025.10.13 13:14:20 -04'00'

Department Director

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

Task Order : ☒ Approved ☐ Disapproved Refer to this Task # on all documentation: 2026-17
Council Approval Required: ☒ YES ☐ NO

Reason
Disapproved:

Brian Dale Digitally signed by Brian Dale
Date: 2025.10.15 10:43:18 -04'00'

Purchasing & Contracts Division Manager

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

Mayor (Purchases that exceed \$75K)

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

CONTINUING SERVICES AGREEMENT

Engineering Services for Wastewater Collection, Treatment, and Disposal Systems

THIS CONTINUING SERVICES AGREEMENT (“Agreement”) is made and entered into this 31st day of July 2023, by and between the **City of Cocoa**, a Florida municipal corporation (“City”), located at 65 Stone Street, Cocoa, Florida 32922, and **Carollo Engineers, Inc.**, a foreign corporation authorized to do business in Florida (“Engineer”), whose principal address is 2795 Mitchell Drive, Walnut Creek, CA 94598.

WITNESSETH:

WHEREAS, City desires to obtain engineering design, permitting and services for construction of projects for the Wastewater System from time to time on an as-needed, task oriented basis; and

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

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

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

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

1.0 TERM AND DEFINITIONS

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

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

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

a. "Agreement" or "Contract" shall be used interchangeably and shall refer to this Continuing Services Agreement, as may be amended from time to time, which shall constitute authorization for the Engineer to provide the engineering services approved by Task Order by the City and is also sometimes referred to herein to include all Task Orders approved hereunder.

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

c. "Engineer" shall mean Carollo Engineers, Inc., a Delaware corporation, and its principals, employees, resident project representatives (and assistants).

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

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

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

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

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

2.0 DESCRIPTION OF SERVICES

2.1 The City shall make request of Engineer to perform engineering services on a "task" basis. The City will communicate with Engineer, verbally or in writing, a general description of the task to be performed. If a site visit by the Engineer is needed to generate a Task Proposal, the Engineer shall request approval prior to visiting the site. The Engineer will generate a detailed Scope of Work document, prepare a Schedule, add a Not-to-Exceed-Budget or Lump Sum Fee to accomplish the task with a detailed cost breakdown based on the hourly rate schedule attached hereto as **Exhibit "A"**, and send the thus developed "Task Proposal" to the City. The detailed cost

breakdown of the lump sum fee or not-to-exceed budget shall consist of a list of major sub-tasks and a man-hour breakdown for all work to be performed. The cost breakdown shall include all sub-consultant work and the Task Proposal shall include the written price proposals from all sub-consultants. The detailed cost breakdown shall include a line item for Reimbursable Expenses and the list of the expenses proposed to be eligible for reimbursement. The City reserves the right, at its discretion, to consider the Task Proposal as part of a formal or informal competitive bid process before approving or disapproving any Task Proposal. The City will review the Task Proposal, along with any other task proposals submitted to the City by other contractors, and if the description cost and other details of the Task Proposal are deemed by the City to be in the City's best interests, and if the description is mutually acceptable, the parties will enter into a written "Task Order". The Scope of Services generally to be provided by the Engineer through a Task Order may include any engineering services for any City Wastewater project and may contain written terms and conditions which are deemed supplemental to this Agreement. Engineer shall be entitled to request updates to the hourly rate schedule in **Exhibit "A"** for each renewal term after the initial three (3) year term delineated in Section 1.1 hereunder, which may be accepted by the City Council.

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

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

2.3 The Engineer may be asked to perform any engineering services identified in **RFQ Q-23-13-COC**, which is incorporated herein by this reference as **Exhibit "B"**. The Engineer's Response to RFQ Q-23-13-COC is incorporated herein by this reference as **Exhibit "C"**.

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

2.5 City-Provided Information and Services. The City shall furnish the Engineer available studies, reports and other data pertinent to the Engineer's services; obtain or authorize the Engineer to obtain or provide additional reports and data as required; furnish to the Engineer services of others required for the performance of the Engineer's services hereunder, and the Engineer shall be entitled to use and rely upon all such information and services provided by the City or others in performing the Engineer's services under this Agreement.

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

3.0 CHANGES IN THE SCOPE OF WORK

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

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

4.0 SCHEDULE

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

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

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

5.0 METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF ENGINEER

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

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

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

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

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

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

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

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

5.9 Delay Remedy. The risk of any monetary damages caused by any delays in performing the Services under this Agreement and any Task Order are accepted and assumed entirely by the Engineer, and in no event shall any claim relating thereto for an increase in compensation be made or recognized. Engineer shall not make any claim nor seek any damages of

any kind against the City for any delays, impacts, disruption or interruption caused by any delay. Engineer's remedy for a delay shall be an equitable extension of time to perform the Services for each day of such delay that impacts the critical path of the schedule established under this Agreement or specific Task Order.

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

5.11 Payment Adjustments. It is agreed that payment by the City of any billing will not constitute agreement as to the appropriateness of any item and that at the time of any final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the Engineer, the Engineer agrees to refund such overpayment to the City within ninety (90) days of notice of any such overpayment. Such refund shall not constitute a waiver by the Engineer for any claims relating to the validity of a finding by the City of overpayment.

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

6.0 RIGHT TO INSPECTION

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

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

7.0 PROGRESS MEETING

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

8.0 SAFETY

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

9.0 REASONABLE ACCESS

9.1 During the term of this Agreement, City shall grant Engineer reasonable access to the City's premises, records, and files for purposes of fulfilling its obligations under this Agreement. The City shall arrange for access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services hereunder.

10.0 INSURANCE

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

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

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

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

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

pursuant to this Agreement.

10.2 Special Requirements. Current, valid insurance policies meeting the requirements herein identified shall be maintained during the term of this Agreement. Renewal certificates shall be sent to the City ten (10) days prior to any expiration date. There shall also be a thirty (30) day advance written notification to the City in the event of cancellation or modification of any stipulated insurance coverage. **The City shall be an additional named insured on stipulated insurance policies included in article 10.1.b and 10.1.c herein, as its interest may appear, from time to time.**

10.3 The insurance required by this Agreement shall include the liability and coverage provided herein, or as required by law, whichever requirements afford greater coverage. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty (30) days' prior written notice has been given to the City, and the Engineer by certified mail, return receipt requested. All such insurance shall remain in effect until final payment. In the event that the Engineer shall fail to comply with the foregoing requirement, the City is authorized, but in no event shall be obligated, to purchase such insurance, and the City may bill the Engineer. The Engineer shall immediately forward funds to the City in full payment for said insurance. It is expressly agreed that neither the provision of the insurance referred to in this Agreement nor the City's acceptance of the terms, conditions or amounts of any insurance policy shall be deemed a warranty or representation as to adequacy of such coverage. All insurance coverage shall be with insurer(s) rated as A+ by Best's Rating Guide (or equivalent rating and rating service as reasonably determined by the City Manager) and licensed by the State of Florida to engage in the business of writing of insurance or provided through the London Market for Professional Liability Insurance. The Engineer shall cause its insurance carriers, prior to the effective date of this agreement to furnish insurance certificates specifying the types and amounts of coverage in effect pursuant hereto, the expiration dates of such policies, and a statement that no insurance under such policies will be canceled without thirty (30) days' prior written notice to the City in compliance with other provisions of this Agreement. Further copies of all relevant policies will be provided to the City within thirty (30) days of the effective date of this agreement. If the City has any objection to the coverage afforded by or other provision of the insurance required to be purchased and maintained by the Engineer in accordance with this Article on the basis of its not complying with the Agreement, the City shall notify the Engineer in writing thereof within thirty (30) days of the date of delivery of such certificates to the City. For all Work performed pursuant to this Agreement, the Engineer shall continuously maintain such insurance in the amounts, type, and quality as required by the Agreement.

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

11.0 COMPLIANCE WITH LAWS AND REGULATIONS

Continuing Engineering Services Agreement 2023-2026
Engineering Services for Wastewater Collection, Treatment, and Disposal Systems
City of Cocoa / Carollo Engineers, Inc.

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

12.0 REPRESENTATIONS

12.1 Engineer represents that the Services provided hereunder shall conform to all requirements of this Agreement and any Task Order, shall be consistent with recognized and sound engineering practices and procedures; and shall conform to the customary standards of care, skill, and diligence appropriate to the nature of the Services rendered by professional engineers or consultants performing the same or similar services. Engineer shall perform as expeditiously as is consistent with professional skill and care and the orderly progress of the Services performed hereunder. Engineer's services shall be consistent with the time periods established under this Agreement or the applicable Task Order. Engineer shall provide City with a written schedule for services performed under each Task Order and such schedule shall provide for ample time for the City to review, for the performance of consultants (if any), and for the approval of submissions by authorities having jurisdiction over the services. The Engineer's designated representative shall have the authority to act on Engineer's behalf with respect to the Services. In addition, Engineer's representative shall render decisions in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Services. Except with the City's knowledge and consent, the Engineer shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Engineer's professional judgment with respect to the Services. The Engineer shall review laws, codes, and regulations applicable to Engineer's Services. The Engineer's services and design shall comply with all applicable requirements imposed by all public authorities at the time the Services are rendered. The Engineer represents and warrants that it is familiar with, and accepts that it will perform the Services hereunder in a manner that complies with all applicable requirements of law, codes, and regulations. Engineer shall be responsible for the professional quality, technical accuracy and the coordination of all plans, studies, reports and other services furnished to the City under this Agreement. Unless this Agreement is terminated by the City, or terminated by Engineer for nonpayment of any proper invoices, or the City exercises its rights to perform the Services pursuant to Section 2.2 herein, Engineer shall be responsible for the satisfactory and complete execution of the Services described in this Agreement and any Task Order. The Engineer represents that it will carefully examine the scope of services required by the City in and Task Order, that it will investigate the essential requirements of the services required by the Task Order, and that it will have sufficient personnel, equipment, and material at its disposal to complete the services set forth in the Task Order in a good professional and workmanlike manner in conformance with the requirements of this Agreement.

12.2 Engineer represents that all principals, employees, and other personnel furnishing such Services shall be qualified and competent to perform the Services assigned to them and that

such guidance given by and the recommendations and performance of such personnel shall reflect their best professional knowledge and judgment.

13.0 GUARANTEE AGAINST INFRINGEMENT

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

14.0 DOCUMENTS

14.1 Public Records. Pursuant to Section 119.0701, Florida Statutes and other applicable public records laws, Engineer agrees that any records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission, of Engineer related, directly or indirectly, to the services provided to the City under this Agreement and made or received pursuant to law or ordinance or in connection with the transaction of official business by the City, may be deemed to be a public record, whether in the possession or control of the City or the Engineer. Said records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission of Engineer are subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the City's designated custodian of public records.

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

Engineer is required to and agrees to comply with public records laws. Engineer shall keep and maintain all public records required by the City to perform the services as agreed to herein. Engineer shall provide the City, upon request from the City Clerk, copies of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law. Engineer shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by

law for the duration of the Agreement term. Upon completion of the Agreement, Engineer shall transfer to the City, at no cost, all public records in possession of the Engineer, provided the transfer is requested in writing by the City Clerk. Upon such transfer, Engineer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. However, if the City Clerk does not request that the public records be transferred, the Engineer shall continue to keep and maintain the public records upon completion of the Agreement and shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City. Should the City not possess public records relating to this Agreement which are requested to be inspected or copied by the City or any other person, the City shall immediately notify Engineer of the request and the Engineer shall then provide such records to the City or allow the records to be inspected or copied within a reasonable time. If the Engineer does not comply with a public records request, the City may enforce this Section to the extent permitted by law. Engineer acknowledges that if the Engineer does not provide the public records to the City within a reasonable time, the Engineer may be subject to penalties under Section 119.10, Florida Statutes. The Engineer acknowledges that if a civil action is filed against the Engineer to compel production of public records relating to this Agreement, the court may assess and award against Engineer the reasonable costs of enforcement, including reasonable attorney fees. All public records in connection with this Agreement shall, at any and all reasonable times during the normal business hours of the Engineer, be open and freely exhibited to the City for the purpose of examination, audit, or otherwise. Failure by Engineer to grant such public access and comply with public records laws and/or requests shall be grounds for immediate unilateral cancellation of this Agreement by the City upon delivery of a written notice of cancellation. If the Engineer fails to comply with this Section, and the City must enforce this Section, or the City suffers a third party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to Engineer's failure to comply with this Section, the City shall collect from Engineer prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against Engineer. And, if applicable, the City shall also be entitled to reimbursement of all attorneys' fees and damages which the City had to pay a third party because of the Engineer's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

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

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

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

15.0 ASSIGNMENT

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

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

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

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

16.0 INDEPENDENT CONTRACTOR

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

17.0 DEFAULT BY ENGINEER AND CITY'S REMEDIES

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

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

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

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

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

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

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

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

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

18.0 TERMINATION

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

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

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

19.0 FORCE MAJEURE

19.1 Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood; windstorm; explosion; riot; war; sabotage; strikes (with the exception of Engineer's labor force); extraordinary breakdown of or damage to City's affiliates' generating plants, their equipment, or facilities; court injunction or order; federal and/or state law or regulation; order by any regulatory agency provided that prompt notice of such delay is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes. If any circumstance of Force Majeure remains in effect for 60 days, either party may terminate this Agreement.

20.0 GOVERNING LAW & VENUE

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

21.0 HEADINGS

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

22.0 SEVERABILITY

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

23.0 WAIVER AND ELECTION OF REMEDIES

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

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

24.0 THIRD PARTY RIGHTS

24.1 Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Engineer. No person or entity not a signatory to this Agreement shall be entitled to rely on the Engineer's performance of its services hereunder, and no right to assert a claim against the Engineer by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of the Engineer's services hereunder.

25.0 PROHIBITION AGAINST CONTINGENT FEES

25.1 Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the City shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

26.0 ENTIRE AGREEMENT

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

27.0 NO JOINT VENTURE

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

28.0 ATTORNEY'S FEES

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

29.0 COUNTERPARTS

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

30.0 DRAFTING

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

31.0 NOTICE

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

For Engineer:

Carollo Engineers, Inc.
Attention: Elisabetta Natale
200 E. Robinson Street Suite 1400
Orlando, FL 32801
Work: (407) 377-4329
Fax: (407) 478-4643

For City:

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

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

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

32.0 SOVEREIGN IMMUNITY

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

33.0 CORPORATE REPRESENTATIONS BY ENGINEER

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

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

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

34.0 INDEMNIFICATION AND LIMITATION OF LIABILITY

34.1 The Engineer shall defend, indemnify and hold the City, its elected officials, officers, employees, agents, and volunteers, harmless from any and all claims, injuries, liabilities, damages,

losses, costs or suits, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Engineer and other persons employed or utilized by the Engineer in the performance of this Agreement, including any Task Order.

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

The indemnity provisions set forth in this Paragraph shall survive termination of this Agreement.

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

34.4 The Engineer shall not be responsible for warranties, guarantees, fitness for a particular purpose, breach of fiduciary duty, loss of anticipated profits or for economic, incidental or consequential damages to the City or any third party arising out of breach of contract, termination, or for any other reason whatsoever. Additionally, the Engineer shall not be responsible for acts and decisions of third parties, including governmental agencies, other than the Engineer's subconsultants, that impact project completion and/or success.

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

35.0 ENGINEER'S PERSONNEL AT CONSTRUCTION SITE

35.1 The presence or duties of Engineer's personnel at a construction site, whether as onsite representatives or otherwise, do not make Engineer or Engineer's personnel in any way

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

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

36.0 RECORD DRAWINGS

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

37.0 ADDITIONAL ASSURANCES

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

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

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

c. No principal (which includes officers, directors, or executive) or individual holding a professional license and performing work under this Agreement, employee, or agent has willfully offered an employee or officer of the City any pecuniary or other benefit with the intent to influence the employee or officer's official action or judgment; and

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

38.0 E-VERIFY

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

a. Engineer shall also require all subcontractors performing work under the Agreement to use the E-Verify system for any employees they may hire during the term of the Agreement.

b. Engineer shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes.

c. Engineer shall provide a copy of all subcontractor affidavits to the City upon receipt and shall maintain a copy for the duration of the Agreement.

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

CITY:

ENGINEER:

CITY OF COCOA

CAROLLO ENGINEERS, INC.

Continuing Engineering Services Agreement 2023-2026
Engineering Services for Wastewater Collection, Treatment, and Disposal Systems
City of Cocoa / Carollo Engineers, Inc.

By: [Signature]
Stockton Whitten,
Print Name/Title: City Manager

ATTEST:



By: [Signature]
Infrastructure Design Manager/
Print Name/Title: Vice President

By: [Signature]
Print Name/Title: Project Manager/ Associate

EXHIBIT A
ENGINEER'S RATE SCHEDULE



CITY OF COCOA

ENGINEERING SERVICES FOR WASTEWATER COLLECTION, TREATMENT, AND DISPOSAL SYSTEMS
Q-23-13-COC

SCHEDULE OF PROPOSED RATES

CAROLLO ENGINEERS INC.

Individual classification for personnel hourly rates are as follows:

Labor Classification	Billable Hourly Rate (\$/hr)	Description	Typical Years of Experience
<i>Engineers/Scientists</i>			
Assistant Professional ES I	\$130.00	E.I.	0-2
Assistant Professional ES II	\$145.00	E.I.	3-4
Professional ES III	\$160.00	P.E.	5-6
Professional ES IV	\$180.00	P.E.	7-8
Project Professional ES V	\$195.00	P.E.	9-10
Project Professional ES VI	\$220.00	P.E.	11-12
Lead Project Professional ES VII	\$250.00	P.E.	13-14
Senior Professional ES VIII	\$275.00	P.E.	15-20
Principal Professional ES IX	\$295.00	P.E.	20+
<i>Engineering Technicians</i>			
Technician ET I	\$75.00		
Technician ET II	\$85.00		
Technician ET III	\$90.00		
Technician ET IV	\$110.00		
Senior Technician V	\$125.00		
Senior Technician VI	\$140.00		
Senior Technician VII	\$160.00		
Senior Technician VIII	\$175.00		

Labor Classification	Billable Hourly Rate (\$/hr)	Description	Typical Years of Experience
<i>Construction Inspection</i>			
Inspector	\$140.00		
Resident Engineer	\$190.00		
Construction Manager	\$215.00		
<i>Office Staff</i>			
Admin/Clerical	\$85.00		
Word Processing	\$105.00		

Notes:

- (1) All copies, reproduction, subconsultant work, materials or equipment purchased or other direct costs shall be pass-thru cost only without mark-up.
- (2) Travel is reimbursable at IRS rate for employees and specialists outside the Orlando office only.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/4/2026

6/20/2025

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

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

PRODUCER Lockton Companies, LLC 444 W. 47th St., Ste. 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME:	FAX (A/C, No):	
	PHONE (A/C, No, Ext):	E-MAIL ADDRESS:	
INSURED 1472612 CAROLLO ENGINEERS, INC. 2795 MITCHELL DR. WALNUT CREEK CA 94598-1601	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Zurich American Insurance Company		16535
	INSURER B : Allied World Surplus Lines Insurance Company		24319
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES**CERTIFICATE NUMBER:** 19747317**REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER:	Y	N	GLO 9730569	7/4/2025	7/4/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	N	BAP 9730571	7/4/2025	7/4/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX DED: COMP/COLL \$ 2,000
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	WC 9730570	7/4/2025	7/4/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	PROFESSIONAL LIABILITY FULL PRIOR ACTS	N	N	0313-9010	7/4/2025	7/4/2026	EACH CLAIM: \$3,000,000; AGGREGATE: \$3,000,000

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

Engineering Services for Wastewater Collection, Treatment, and Disposal Systems, Bid No. Q-23-13-COC. City of Cocoa is additional insured as respects general liability and auto liability, and these coverages are primary and non-contributory, as required by written contract. (SEE ATTACHED.)

CERTIFICATE HOLDER**CANCELLATION** See Attachments

19747317
City of Cocoa
65 Stone St.
Cocoa FL 32922

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

AUTHORIZED REPRESENTATIVE

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General Liability, & Workers' Compensation Deductibles: N/A. Auto Liability Deductible: \$10,000. Professional Liability Deductible: \$50,000. Thirty (30) days' notice of cancellation by the insurer will be provided to the Certificate Holder, ten (10) days' notice in the event of non-payment of premium.

POLICY NUMBER: 0313-9010

ENDORSEMENT

NOTICE OF CANCELLATION TO DESIGNATED ENTITY(IES)

Policy No. 0313-9010
Issued to Carollo Engineers, Inc.
Issued by Allied World Surplus Lines Insurance Company

In consideration of the premium charged, it is hereby agreed that Section VIII. CONDITIONS, Subsection H. is amended to include the following:

In the event of cancellation or non-renewal of this Policy, the **Company** will provide a thirty-day notice to the entity with whom the **Named Insured** has agreed, pursuant to a prior written contract, to provide to such entity with a notice of cancellation or non-renewal. Provided, however, that in the event of cancellation for non-payment of premium, the **Company** shall provide to such entity a ten-day notice of cancellation before the effective date of cancellation.

In addition, in the event of a reduction in the Limits of Liability of this Policy not resulting from payment of **Damages** or **Defense Expenses**, the **Company** will provide a sixty-day notice to the entity with whom the **Named Insured** has agreed with, pursuant to a prior written contract, to provide such entity with a notice of such reduction in limits.

As a condition precedent to providing the notices specified above, the **Named Insured** will provide the **Company**, within ten (10) business days of the **Company's** request, the names and addresses of the entities with whom the **Named Insured** agreed to provide the notices specified above. In the event the **Named Insured** omits or fails to provide the foregoing information, the **Company** shall not provide such notices.

The **Company's** failure to provide such notices will not extend the Policy cancellation date, negate cancellation, non-renewal or reduction in limits, of this Policy. Nor shall such failure be cause for legal action against the **Company**.

All other terms, conditions and limitations of this Policy shall remain unchanged.

CEI Manu (06/23)

POLICY NUMBER: BAP 9730571

Notification to Others of Cancellation, Nonrenewal or Reduction of Insurance

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial Automobile Coverage Part

- A.** If we cancel or non-renew this Coverage Part by written notice to the first Named Insured for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation or non-renewal:
1. To the name and address corresponding to each person or organization shown in the Schedule below; and
 2. At least 10 days prior to the effective date of the cancellation or non-renewal, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.
- B.** If we cancel this Coverage Part by written notice to the first Named Insured for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.
- C.** If coverage afforded by this Coverage Part is reduced or restricted, except for any reduction of Limits of Insurance due to payment of claims, we will mail or deliver notice of such reduction or restriction:
1. To the name and address corresponding to each person or organization shown in the Schedule below; and
 2. At least 10 days prior to the effective date of the reduction or restriction, or the longer number of days notice if indicated in the Schedule below.
- D.** If notice as described in Paragraphs **A.**, **B.** or **C.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE	
Name and Address of Other Person(s) / Organization(s): _	Number of Days Notice:
All certificate holders where notice of cancellation is required by written contract with the Named Insured_	30

All other terms and conditions of this policy remain unchanged.

U-CA-811-A CW (05/10)

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

POLICY NUMBER: GLO 9730569

Notification to Others of Cancellation, Nonrenewal or Reduction of Insurance

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part
Liquor Liability Coverage Part
Products/Completed Operations Liability Coverage Part

- A.** If we cancel or non-renew this Coverage Part(s) by written notice to the first Named Insured for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation or non-renewal:
1. To the name and address corresponding to each person or organization shown in the Schedule below; and
 2. At least 10 days prior to the effective date of the cancellation or non-renewal, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.
- B.** If we cancel this Coverage Part(s) by written notice to the first Named Insured for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.
- C.** If coverage afforded by this Coverage Part(s) is reduced or restricted, except for any reduction of Limits of Insurance due to payment of claims, we will mail or deliver notice of such reduction or restriction:
1. To the name and address corresponding to each person or organization shown in the Schedule below; and
 2. At least 10 days prior to the effective date of the reduction or restriction, or the longer number of days notice if indicated in the Schedule below.
- D.** If notice as described in Paragraphs **A.**, **B.** or **C.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE	
Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
All certificate holders where notice of cancellation is required by written contract with the Named Insured.	30

All other terms and conditions of this policy remain unchanged.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**WC 99 06 34****NOTIFICATION TO OTHERS OF CANCELLATION, NONRENEWAL OR
REDUCTION OF INSURANCE ENDORSEMENT**

This endorsement is used to add the following to Part Six of the policy.

**PART SIX
CONDITIONS**

- A. If we cancel or non-renew this policy by written notice to you for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation or non-renewal to the name and address corresponding to each person or organization shown in the Schedule below. Notification to such person or organization will be provided at least 10 days prior to the effective date of the cancellation or non-renewal, as advised in our notice to you, or the longer number of days notice if indicated in the Schedule below.
- B. If we cancel this policy by written notice to you for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.
- C. If coverage afforded by this policy is reduced or restricted, except for any reduction of Limits of Liability due to payment of claims, we will mail or deliver notice of such reduction or restriction to the name and address corresponding to each person or organization shown in the Schedule below. Notification to such person or organization will be provided at least 10 days prior to the effective date of the reduction or restriction, or the longer number of days notice if indicated in the Schedule below.
- D. If notice as described in Paragraphs **A.**, **B.** or **C.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE

Name and Address of Other Person(s)/Organizations:	All Certificate holders where notice of cancellation is required by written contract with the Named
Number of Days Notice:	30

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Policy No. WC 9730570

Insured CAROLLO ENGINEERS, INC.
 Insurance Company Zurich American Insurance Company

WC 99 06 34

POLICY NUMBER: GLO 9730569

COMMERCIAL GENERAL LIABILITY
CG 20 37 12 19**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization, other than an architect, engineer or surveyor, whom you are required to add as an additional insured under this policy under a written contract mark or written agreement executed prior to loss.	Any Location or project, other than a wrap-up or other consolidated insurance program location or project for which insurance is otherwise separately provided to you by a wrap-up or other consolidated insurance program
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".
- However:
1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**
- If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance;
- whichever is less.
- This endorsement shall not increase the applicable Limits of Insurance.

POLICY NUMBER: GLO 9730569

COMMERCIAL GENERAL LIABILITY
CG 20 10 12 19**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization, other than an architect, engineer or surveyor, whom you are required to add as an additional insured under this policy under a written contract or written agreement executed prior to loss.	Any Location or project, other than a wrap-up or other consolidated insurance program location or project for which insurance is otherwise separately provided to you by a wrap-up or other consolidated insurance program
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

POLICY NUMBER: GLO 9730569

C. With respect to the insurance afforded to these additional insureds, the following is added to

Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance.

POLICY NUMBER: GLO 9730569

Other Insurance Amendment - Primary and Non-Contributory

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

1. The following paragraph is added to the Other Insurance Condition of Section **IV – Commercial General Liability Conditions**:

This insurance is primary insurance to and will not seek contribution from any other insurance available to an additional insured under this policy provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by a written contract or written agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the Other Insurance Condition of Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

All other terms and conditions of this policy remain unchanged.

POLICY NUMBER: BAP 9730571

COMMERCIAL AUTO
CA 20 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED INSURED FOR
COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

SCHEDULE

Name Of Person(s) Or Organization(s):

Any person or organization to whom or which you are required to provide additional insured status or additional insured status on a primary, non-contributory basis, in a written contract or written agreement executed prior to loss, except where such contract or agreement is prohibited by law.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

CITY COUNCIL AGENDA ITEM

Memo Date: October 13, 2025
Agenda Date: October 28, 2025
File ID: 2025-979
Prepared By: Gail Bantugan, Leisure Services Manager
Through: Samantha Senger, Communications & Economic Development Director
Requested Action: Approve a street closure request outside the Central Business District

BACKGROUND:

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

Event:

New Road Closure request outside the Central Business District (CBD)
Sommer Sports Events Presents: Advent Health Santa's Twilight 5K Cocoa, Saturday, December 13, 2025 (6:30pm-8:30p)

Mulberry Street: Brevard County Public Library and Indian River Drive
Indian River Drive: Between Mulberry Street and Dixon Blvd (location of the turnaround point is approximately 0.1 miles south of Dixon Blvd on Indian River Drive).

This is a rolling road closure request. The route will completely reopen immediately after all participants have crossed the finish line.

Total Closure- One Day

PRIORITY AREA CONNECTION:

Economic and Community Development
Community Outreach and Engagement

BUDGETARY IMPACT:

The City receives \$50.00 for each group that requests a street closure. The MLK event will have the permit fees waived. The event is held on a federal holiday per the special events ordinance section 2-404

PREVIOUS ACTION:

This is a new request located outside the CBD.

RECOMMENDED MOTION:

Request Council approve the aforementioned proposed road closure.

CITY COUNCIL AGENDA ITEM

Memo Date: October 13, 2025
Agenda Date: October 28, 2025
File ID: 2025-980
Prepared By: Breanna Earley, Assistant City Clerk
Through: Stockton Whitten, City Manager
Requested Action: Approve the travel of Mayor Blake, Deputy Mayor Weeks, and Councilmember Goins to attend the Florida League of Cities Legislative Conference from December 3–December 5, 2025.

BACKGROUND:

Mayor Blake, Deputy Mayor Weeks, Councilmember Koss, and Councilmember Goins have expressed interest in attending the Florida League of Cities Legislative Conference, which will be held in Orlando, Florida, on December 3 through December 5, 2025. Mayor Blake and Deputy Mayor Weeks will be arriving on December 3 to participate in a Florida League of Mayors meeting held in conjunction with the Florida League of Cities Legislative Conference. All other council members will be in attendance December 4 through December 5. The registration fees, lodging and meals for the conference have already been accounted for and are included in the Council's Training and Travel and Per Diem budget.

PRIORITY AREA CONNECTION:

BUDGETARY IMPACT:

Budgeted? Yes

Source/Use of Funds

<u>Account Number</u>	<u>Amount</u>
001-1000-511.40-00	\$1,000
001-1000-511.55-00	\$1,300

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

CITY COUNCIL AGENDA ITEM

Memo Date: October 14, 2025
Agenda Date: October 28, 2025
File ID: 2025-981
Prepared By: Katrina Combs, Utilities Administrative Technician
Through: James Mitchell, Water Treatment Manager
John Walsh, Utilities Director
Requested Action: To Approve the Change Order for Connect Consulting, Inc. to add additional funds to FY25 PO#83062 in the amount of \$1,595.00 to pay the difference for the Final Invoice #3579 for the work that was completed with the Piggyback Contract Agreement utilizing Palm Coast contract RFSQ-CD-20-31 with Connect Consulting, Inc. (CCI), High Springs, Florida for Professional Hydrogeological Services, Project No. WS1106 in an Amount Not to Exceed \$250,000.00 for FY 2025. Authorize the City Manager to approve the Change Order in the amount of \$1,595.00 for a total cost for FY25 \$251,595.00.

BACKGROUND:

The original approved budgetary spending anticipated \$250,000.00 for the Dyal WTP hydrogeological services to conduct wellfield evaluations and to rehabilitate, repair, or replace wells as needed in order to maintain, restore, and enhance the reliability of wellfield production. The services and scope are managed closely by Staff. However, FY2025 work exceeded the previously approved Council budget and therefore a change order is necessary to cover final expenses for FY2025. This was the 3rd (Final) Annual Renewal of the PiggyBack contract with Connect Consulting, Inc.

Connect Consulting submitted a final invoice for work completed through September 30, 2025 which exceeds the authorized amount of \$250,000 by an additional \$1,595. In order to pay the final invoice, a Change Order needs to be processed adding additional funding to line 1 to PO 83062 to cover the total FY25 cost of services provided.

Staff recommends approving this overage and authorize the City Manager to approve the \$1,595.00 change order for a total cost for FY25 \$251,595.00.

PRIORITY AREA CONNECTION:

BUDGETARY IMPACT:

Budgeted? No

If not budgeted, is an amendment / transfer attached? Yes

Source/Use of Funds

Account Number: 424-4020-536.63-00, WS1106

Amount Requested: \$1,595.00

Account Name: Operating Revenue

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

Change Order Amount: \$1,595.00

Original Purchase Order Amount: \$250,000.00

PREVIOUS ACTION:

From 2011 through FY2020, City Council has approved the use of the City of Palm Coast Services Contract for Professional Hydrogeological Services with Connect Consulting, Inc. On October 27th, 2020 Agenda 20-613 City Council approved the use of the City of Palm Coast Services Contract for Professional Hydrogeological Services with Connect Consulting, Inc.

Also, On October 8th, 2024 City Council approved Agenda Item 24-548 to Approve a Piggyback Contract Agreement utilizing Palm Coast contract RFSQ-CD-20-31 with Connect Consulting, Inc. (CCI), High Springs, Florida for Professional Hydrogeological Services, Project No. WS1106 in an Amount Not to Exceed of \$250,000 for FY 2025. Authorize the City Manager to Approve any Subsequent Annual Renewals under the above Palm Coast contract, not to exceed three one-year renewals with a Limited Renewal Amount of \$250,000 for Each Fiscal Year Pending Palm Coast's Renewal of the Contract; Authorize the City Manager to Approve Task Orders Under this Contract

RECOMMENDED MOTION:

To Approve the Change Order for Connect Consulting, Inc. to add additional funds to FY25 PO#83062 in the amount of \$1,595.00 to pay the difference for the Final Invoice #3579 for the work that was completed with the Piggyback Contract Agreement utilizing Palm Coast contract RFSQ-CD-20-31 with Connect Consulting, Inc. (CCI), High Springs, Florida for Professional Hydrogeological Services, Project No. WS1106 in an Amount Not to Exceed \$250,000.00 for FY 2025. Authorize the City Manager to approve the Change Order in the amount of \$1,595.00 for a total cost for FY25 \$251,595.00.



Water Resource Consultants

Invoice

Date	Invoice #
10/7/2025	3579

REMIT TO:

City of Cocoa
65 Stone Street
Cocoa, FL 32922
Attn: James Mitchell
E-mail: accountspavable@cocoafl.org

Connect Consulting, Inc.
1907 Commerce Lane, Suite 104
Jupiter, FL 33458

CCI Project: 200.15 FY25 Hydro Svcs Wellfield Rehab

P.O. No.: 83062

Item	Description	Quantity	Rate	Amount
	Hydrogeologic Services for Wellfield Evaluation and Rehabilitation Period Ending: 9/30/2025			
Wellfield Svcs	Well 9T Pump Installation & Disinfection	1	3,183.00	3,183.00
Wellfield Svcs	Well 15T Pump Installation & Disinfection	1	3,183.00	3,183.00
Wellfield Svcs	Well ASR R-10 Wellhead Instrumentation	1	8,576.00	8,576.00
Wellfield Svcs	Well 14 Pump and Check Valve Installation	1	52,545.00	52,545.00
Wellfield Svcs	Franklin VTP 14FLC-4 Stage Turbine Pump & Column Assembly	1	37,305.00	37,305.00
Wellfield Svcs	Well 11T Pump Removal and Pumping Test	1	7,820.00	7,820.00
Wellfield Svcs	Well 13T Pump Removal and Pumping Test	1	6,920.00	6,920.00

RECEIVED

By J Bryce at 9:57 am, Oct 08, 2025

Work Completed, Approved for Payment

by: R. Unruh, Chief of Maintenance 10/8/25

APPROVED

By James Mitchell at 6:57 am, Oct 09, 2025

Thank you for your business.

Total \$119,532.00

1210 Emmel Road, Lake Helen, FL 32744
Office: 386-473-7766 Cell: 561-866-0540
email: drobertson@cciwater.com



REQUEST FOR PAYMENT

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

FROM **Connect Consulting, Inc.**

Subcontractor

1210 Emmel Road

Address

Lake Helen, Florida 32744

City, State, Zip

REQUEST FOR PAYMENT # 5

PROJECT NAME: Hydrogeological Services For Wellfield
Rehabilitation and Modification

PROJECT NUMBER: 200.15

PO NUMBER: 083062

PAYMENT PERIOD: 1-Sep-25 TO 30-Sep-25

1. Original Contract Amount	\$ 250,000.00
2. Approved Change Order(s)	\$ -
3. Total Adjusted Contract Amount (Line 1 + Line 2)	\$ 250,000.00
4. Value of Work Completed To Date (From schedule of values worksheet)	\$ 249,768.00
5. Value of Materials Stored on Jobsite (From schedule of values worksheet)	\$ -
6. TOTAL COMPLETED TO DATE (Line 4 + Line 5)	\$ 249,768.00
7. RETAINAGE Less 0% Retainage on Total Completed to Date	\$ -
8. Total Earned Less Retainage (Line 6 + Line 7)	\$ 249,768.00
9. Less Previous Requests for Payment (Line 8 from prior request)	\$ 130,236.00
10. Current Payment Due (Line 8 less Line 9)	\$ 119,532.00
11. Balance to Finish Incl. Retainage (Line 3 less Line 8)	\$ 232.00

CONTINUATION SHEET
APPLICATION AND REQUEST FOR PAYMENT

City of Cocoa, Florida

Hydrogeological Services For Wellfield Rehabilitation and Modification

APPLICATION NUMBER:

5

APPLICATION DATE:

7-Oct-25

PERIOD TO:

30-Sep-25

ARCHITECTS PROJECT NO:

A	B	C	D	E	F	G		H	I
ITEM NO.	PROJECT DESCRIPTION	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% COMPLETE (G/C)	BAL TO FINISH (C-G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
1	Initial PO 083062 Authorization	\$250,000.00	\$0.00		\$0.00	\$0.00	0%	\$250,000.00	\$0.00
2	Well 7T Stabilization & Evaluation	\$0.00	\$5,780.00	\$0.00	\$0.00	\$5,780.00		(\$5,780.00)	\$0.00
3	Well 4 Debris Removal, Evaluation & Pump Replacement	\$0.00	\$75,525.00	\$0.00	\$0.00	\$75,525.00		(\$75,525.00)	\$0.00
4	Well 9T Pump Replacement / Redisinfection	\$0.00	\$13,990.00	\$3,183.00	\$0.00	\$17,173.00		(\$17,173.00)	\$0.00
5	Well 15T Pump Replacement / Redisinfection	\$0.00	\$15,731.00	\$3,183.00	\$0.00	\$18,914.00		(\$18,914.00)	\$0.00
6	ASR R-10 Wellhead Instrumentation	\$0.00	\$0.00	\$8,576.00	\$0.00	\$8,576.00		(\$8,576.00)	\$0.00
7	Well 14 Pump Removal & Static Video	\$0.00	\$7,596.00	\$0.00	\$0.00	\$7,596.00		(\$7,596.00)	\$0.00
8	Well 24 Chlorination & Disinfection	\$0.00	\$4,294.00	\$0.00	\$0.00	\$4,294.00		(\$4,294.00)	\$0.00
9	Well 18 Pump and Motor Inspection	\$0.00	\$1,040.00	\$0.00	\$0.00	\$1,040.00		(\$1,040.00)	\$0.00
10	Well 21 Pump and Motor Inspection	\$0.00	\$1,040.00	\$0.00	\$0.00	\$1,040.00		(\$1,040.00)	\$0.00
11	Well 25 Pump and Motor Inspection	\$0.00	\$1,040.00	\$0.00	\$0.00	\$1,040.00		(\$1,040.00)	\$0.00
12	Well 14 Well Pump & Check Valve Installation	\$0.00	\$4,200.00	\$52,545.00	\$0.00	\$56,745.00		(\$56,745.00)	\$0.00
13	Franklin 14FLC-4 Turbine Pump & 100 LF Column Assembly	\$0.00	\$0.00	\$37,305.00	\$0.00	\$37,305.00		(\$37,305.00)	\$0.00
14	Well 11T Pump Removal and Pumping Test	\$0.00	\$0.00	\$7,820.00	\$0.00	\$7,820.00		(\$7,820.00)	\$0.00
15	Well 13T Pump Removal and Pumping Test	\$0.00	\$0.00	\$6,920.00	\$0.00	\$6,920.00		(\$6,920.00)	\$0.00
16	TBD14	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00
17	TBD15	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00
18	TBD16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00
19	TBD17	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00
20	TBD18	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00
21	TBD19	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00
22	TBD20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00
23	TBD21	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00
24	TBD22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00
25	TBD23	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00
26	TBD24	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00
	Total Original Contract	\$250,000.00	\$130,236.00	\$119,532.00	\$0.00	\$249,768.00	100%	\$232.00	\$0.00
	Change Orders:								
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
	Total Change Orders	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00
	Current Contract	\$250,000.00	\$130,236.00	\$119,532.00	\$0.00	\$249,768.00	100%	\$232.00	\$0.00

City of Cocoa, Florida

Hydrogeological Services For Wellfield
Rehabilitation and Modification

PROJECT NAME:

PROJECT NUMBER:

200.15

PAYMENT PERIOD:

1-Sep-25

to

30-Sep-25

Well 9T Pump Replacement / Redisinfection

LABOR

Item No.	Personnel / Title	Hours	Rate/Hr.	Amount
1	Principal Hydrogeologist	2.0	\$200.00	\$400.00
2	Senior Hydrogeologist	0.0	\$160.00	\$0.00
3	Field Geologist	0.0	\$110.00	\$0.00
				\$0.00
CCI Labor Total				<u>\$400.00</u>

EQUIPMENT

Item No.	Description	Days	Rate/Day	Amount
1	Drilling Rig	0.0	\$2,500.00	\$0.00
2	Boom Truck	0.0	\$2,000.00	\$0.00
3	Pump Hoist	0.0	\$1,500.00	\$0.00
4	Welding Machine / Air Compressor / Generator	0.0	\$1,500.00	\$0.00
5	Jetting Rig	0.0	\$1,500.00	\$0.00
6	Chlorine Mixing / Acid Surge Tank(s)	1.0	\$350.00	\$350.00
7	Light Tree	0.0	\$600.00	\$0.00
8	Support Trucks	1.0	\$600.00	\$600.00
9	Test Pump (50-200 GPM)	1.0	\$750.00	\$750.00
10	Test Pump (200-500 GPM)	0.0	\$1,200.00	\$0.00
11	Test Pump (>500 GPM)	0.0	\$2,000.00	\$0.00
12	Borehole Video Camera	0.0	\$1,800.00	\$0.00
Equipment Total				<u>\$1,700.00</u>

SERVICE PROVIDERS

Item No.	Category	Hours	Rate/Hr.	Amount
1	Licensed Well Driller/Foreman	1.0	\$135.00	\$135.00
2	Drillers Helper	8.0	\$56.00	\$448.00
3	TV/Geophysical Logging Provider	0.0	\$6,500.00	\$0.00
4	Other - TBD As Needed	0.0	\$0.00	\$0.00
Service Provider Labor Total				<u>\$583.00</u>

MATERIALS

Item No.	Description	Units	Rate	Amount
1	80 LF Certa-Lok PVC Column Pipe w/ 2 SS Adapters	0	\$1,680.00	\$0.00
2	80 LF 3/16-inch SS Safety Cable & Clamps	0	\$130.00	\$0.00
3	90 LF 14-3 Submersible Pump Cable	0	\$75.00	\$0.00
4	2-inch Carflex Conduit and Conduit Fittings	0	\$35.00	\$0.00
5	Bypass Flushing Port for Discharge Pipeline (3x2 bushing, 2" ball valve, 2x4 SS Nipple, 2" Cam Lock & Cap, 3" gaskets)	0	\$285.00	\$0.00
6	Well Vent	0	\$25.00	\$0.00
7	Well Disinfection Supplies	2	\$250.00	\$500.00
8	Refurbish Discharge Head	0	\$550.00	\$0.00
9		0	\$0.00	\$0.00
10		0	\$0.00	\$0.00
Materials Total				<u>\$500.00</u>

Well 9T Pump Replacement / Redisinfection TOTAL:

\$3,183.00

City of Cocoa, Florida

Hydrogeological Services For Wellfield
Rehabilitation and Modification

PROJECT NAME:

PROJECT NUMBER:

200.15

PAYMENT PERIOD:

1-Sep-25

to

30-Sep-25

Well 15T Pump Replacement / Redisinfection

LABOR

Item No.	Personnel / Title	Hours	Rate/Hr.	Amount
1	Principal Hydrogeologist	2.0	\$200.00	\$400.00
2	Senior Hydrogeologist	0.0	\$160.00	\$0.00
3	Field Geologist	0.0	\$110.00	\$0.00
				\$0.00
CCI Labor Total				<u>\$400.00</u>

EQUIPMENT

Item No.	Description	Days	Rate/Day	Amount
1	Drilling Rig	0.0	\$2,500.00	\$0.00
2	Boom Truck	0.0	\$2,000.00	\$0.00
3	Pump Hoist	0.0	\$1,500.00	\$0.00
4	Welding Machine / Air Compressor / Generator	0.0	\$1,500.00	\$0.00
5	Jetting Rig	0.0	\$1,500.00	\$0.00
6	Chlorine Mixing / Acid Surge Tank(s)	1.0	\$350.00	\$350.00
7	Light Tree	0.0	\$600.00	\$0.00
8	Support Trucks	1.0	\$600.00	\$600.00
9	Test Pump (50-200 GPM)	1.0	\$750.00	\$750.00
10	Test Pump (200-500 GPM)	0.0	\$1,200.00	\$0.00
11	Test Pump (>500 GPM)	0.0	\$2,000.00	\$0.00
12	Borehole Video Camera	0.0	\$1,800.00	\$0.00
Equipment Total				<u>\$1,700.00</u>

SERVICE PROVIDERS

Item No.	Category	Hours	Rate/Hr.	Amount
1	Licensed Well Driller/Foreman	1.0	\$135.00	\$135.00
2	Drillers Helper	8.0	\$56.00	\$448.00
3	TV/Geophysical Logging Provider	0.0	\$6,500.00	\$0.00
4	Other - TBD As Needed	0.0	\$0.00	\$0.00
Service Provider Labor Total				<u>\$583.00</u>

MATERIALS

Item No.	Description	Units	Rate	Amount
1	120 LF Certa-Lok PVC Column Pipe w/ 2 SS Adapters	0	\$2,065.00	\$0.00
2	120 LF 3/16-inch SS Safety Cable & Clamps	0	\$215.00	\$0.00
3	130 LF 14-3 Submersible Pump Cable	0	\$106.00	\$0.00
4	2-inch Carflex Conduit and Conduit Fittings	0	\$35.00	\$0.00
5	Bypass Flushing Port for Discharge Pipeline (3x2 bushing, 2" ball valve, 2"x4" SS Nipple, 2" Cam Lock & Cap, 3" gaskets)	0	\$285.00	\$0.00
6	Well Vent	0	\$25.00	\$0.00
7	Well Disinfection Supplies	2	\$250.00	\$500.00
8	Refurbish Discharge Head	0	\$550.00	\$0.00
9	SS Bolts, Nuts and Washers (3/4"x 3" & 9/16"x 3.5")	0	\$40.00	\$0.00
10		0	\$0.00	\$0.00
Materials Total				<u>\$500.00</u>

Well 15T Pump Replacement / Redisinfection TOTAL:

\$3,183.00

City of Cocoa, Florida

**Hydrogeological Services For Wellfield
Rehabilitation and Modification**

PROJECT NAME:
PROJECT NUMBER: 200.15
PAYMENT PERIOD: 1-Sep-25 to 30-Sep-25

ASR R-10 Wellhead Instrumentation

LABOR

Item No.	Personnel / Title	Hours	Rate/Hr.	Amount
1	Principal Hydrogeologist	16.0	\$200.00	\$3,200.00
2	Senior Hydrogeologist	8.0	\$160.00	\$1,280.00
3	Field Geologist	0.0	\$110.00	\$0.00
				\$0.00
CCI Labor Total				<u>\$4,480.00</u>

EQUIPMENT

Item No.	Description	Days	Rate/Day	Amount
1	Drilling Rig	0.0	\$2,500.00	\$0.00
2	Boom Truck	0.0	\$2,000.00	\$0.00
3	Pump Hoist	0.0	\$1,500.00	\$0.00
4	Welding Machine / Air Compressor / Generator	0.0	\$1,500.00	\$0.00
5	Jetting Rig	0.0	\$1,500.00	\$0.00
6	Acid Surge Tank(s)	0.0	\$350.00	\$0.00
7	Light Tree	0.0	\$600.00	\$0.00
8	Support Trucks	2.0	\$600.00	\$1,200.00
9	Test Pump (50-200 GPM)	0.0	\$750.00	\$0.00
10	Test Pump (200-500 GPM)	0.0	\$1,200.00	\$0.00
11	Test Pump (>500 GPM)	0.0	\$2,000.00	\$0.00
12	Borehole Video Camera	0.0	\$1,800.00	\$0.00
Equipment Total				<u>\$1,200.00</u>

SERVICE PROVIDERS

Item No.	Category	Hours	Rate/Hr.	Amount
1	Licensed Well Driller/Foreman	0.0	\$135.00	\$0.00
2	Drillers Helper	24.0	\$56.00	\$1,344.00
3	TV/Geophysical Logging Provider (Daily Rate)	0.0	\$6,500.00	\$0.00
4	Other - TBD As Needed	0.0	\$0.00	\$0.00
Service Provider Labor Total				<u>\$1,344.00</u>

MATERIALS

Item No.	Description	Units	Rate	Amount
1	Badger M25-DIR Bypass Flwometer w/ 4-20mA	1	\$820.00	\$820.00
2	3/4" PVC Ball Valves & Fittings	1	\$52.00	\$52.00
3	ARI Air Relief/Vacuum Valves	1	\$680.00	\$680.00
4	#18 Shielded Wire for bypass flowmeter	0	\$0.00	\$0.00
5		0	\$0.00	\$0.00
6		0	\$0.00	\$0.00
7		0	\$0.00	\$0.00
8		0	\$0.00	\$0.00
9		0	\$0.00	\$0.00
10		0	\$0.00	\$0.00
Materials Total				<u>\$1,552.00</u>

ASR R-10 Wellhead Instrumentation TOTAL: \$8,576.00

City of Cocoa, Florida

**Hydrogeological Services For Wellfield
Rehabilitation and Modification**

PROJECT NAME:
PROJECT NUMBER: 200.15
PAYMENT PERIOD: 1-Sep-25 to 30-Sep-25

Well 14 Well Pump & Check Valve Installation

LABOR

Item No.	Personnel / Title	Hours	Rate/Hr.	Amount
1	Principal Hydrogeologist	20.0	\$200.00	\$4,000.00
2	Senior Hydrogeologist	8.0	\$160.00	\$1,280.00
3	Field Geologist	12.0	\$110.00	\$1,320.00
				\$0.00
CCI Labor Total				<u>\$6,600.00</u>

EQUIPMENT

Item No.	Description	Days	Rate/Day	Amount
1	Drilling Rig	0.0	\$2,500.00	\$0.00
2	Boom Truck	4.0	\$2,000.00	\$8,000.00
3	Pump Hoist	0.0	\$1,500.00	\$0.00
4	Welding Machine / Air Compressor / Generator	0.0	\$1,500.00	\$0.00
5	Jetting Rig	0.0	\$1,500.00	\$0.00
6	Acid Surge Tank(s)	0.0	\$350.00	\$0.00
7	Light Tree	0.0	\$600.00	\$0.00
8	Support Trucks	6.0	\$600.00	\$3,600.00
9	Test Pump (50-200 GPM)	0.0	\$750.00	\$0.00
10	Test Pump (200-500 GPM)	0.0	\$1,200.00	\$0.00
11	Test Pump (>500 GPM)	0.0	\$2,000.00	\$0.00
12	Borehole Video Camera	0.0	\$1,800.00	\$0.00
Equipment Total				<u>\$11,600.00</u>

SERVICE PROVIDERS

Item No.	Category	Hours	Rate/Hr.	Amount
1	Licensed Well Driller/Foreman	0.0	\$135.00	\$0.00
2	Drillers Helper	0.0	\$56.00	\$0.00
3	TV/Geophysical Logging Provider	0.0	\$6,500.00	\$0.00
4	Other - TBD	0.0	\$0.00	\$0.00
Service Provider Labor Total				<u>\$0.00</u>

MATERIALS

Item No.	Description	Units	Rate	Amount
1	Franklin 12FWC-5 Stage Vertical Turbine Pump - Full Trim	1	\$11,375.00	\$11,375.00
2	10" x 1-11/16" x 100 LF Steel T/C Column Pipe Assembly - 5' top and bottom, head shaft, motor shaft, bearings, bearing inserts	1	\$19,375.00	\$19,375.00
3	10" Stainless Steel Cone Strainer	1	\$1,105.00	\$1,105.00
4	Refurbish Discharge Head & Packing Gland	1	\$990.00	\$990.00
5	Custom Fabricated Steel Casing Brush & Scraper	1	\$1,500.00	\$1,500.00
6	FloMatic Model 745 10-inch Swing Check Valve	1	\$0.00	\$0.00
7		0	\$0.00	\$0.00
8		0	\$0.00	\$0.00
9		0	\$0.00	\$0.00
10		0	\$0.00	\$0.00
Materials Total				<u>\$34,345.00</u>

Well 14 Well Pump & Check Valve Installation TOTAL: \$52,545.00

**Hydrogeological Services For Wellfield
Rehabilitation and Modification**

PROJECT NAME:
PROJECT NUMBER: 200.15
PAYMENT PERIOD: 1-Sep-25 to 30-Sep-25
Franklin 14FLC-4 Turbine Pump & 100 LF Column Assembly

LABOR

Item No.	Personnel / Title	Hours	Rate/Hr.	Amount
1	Principal Hydrogeologist	0.0	\$175.00	\$0.00
2	Senior Hydrogeologist	0.0	\$140.00	\$0.00
3	Field Geologist	0.0	\$110.00	\$0.00
				\$0.00
CCI Labor Total				<u>\$0.00</u>

EQUIPMENT

Item No.	Description	Days	Rate/Day	Amount
1	Drilling Rig	0.0	\$2,500.00	\$0.00
2	Boom Truck	0.0	\$2,000.00	\$0.00
3	Pump Hoist	0.0	\$1,500.00	\$0.00
4	Welding Machine / Air Compressor / Generator	0.0	\$1,500.00	\$0.00
5	Jetting Rig	0.0	\$1,500.00	\$0.00
6	Acid Surge Tank(s)	0.0	\$350.00	\$0.00
7	Light Tree	0.0	\$600.00	\$0.00
8	Support Trucks	0.0	\$600.00	\$0.00
9	Test Pump (50-200 GPM)	0.0	\$750.00	\$0.00
10	Test Pump (200-500 GPM)	0.0	\$1,200.00	\$0.00
11	Test Pump (>500 GPM)	0.0	\$2,000.00	\$0.00
12	Borehole Video Camera	0.0	\$1,800.00	\$0.00
Equipment Total				<u>\$0.00</u>

SERVICE PROVIDERS

Item No.	Category	Hours	Rate/Hr.	Amount
1	Licensed Well Driller/Foreman	0.0	\$135.00	\$0.00
2	Drillers Helper	0.0	\$56.00	\$0.00
3	TV/Geophysical Logging Provider	0.0	\$6,500.00	\$0.00
4	Other - TBD	0.0	\$0.00	\$0.00
Service Provider Labor Total				<u>\$0.00</u>

MATERIALS

Item No.	Description	Units	Rate	Amount
1	Franklin 14FLC-4 Stage VLS Pump - 1800GPM@336ft	1	\$12,430.00	\$12,430.00
2	100 LF 10-inch T/C Steel x 1-15/16" SS Column Assembly incl. 10" Male SS Cone Strainer	1	\$24,875.00	\$24,875.00
3		0	\$0.00	\$0.00
4		0	\$0.00	\$0.00
5		0	\$0.00	\$0.00
6		0	\$0.00	\$0.00
7		0	\$0.00	\$0.00
8		0	\$0.00	\$0.00
9		0	\$0.00	\$0.00
10		0	\$0.00	\$0.00
Materials Total				<u>\$37,305.00</u>

Franklin 14FLC-4 Turbine Pump & 100 LF Column Assembly TOTAL:

\$37,305.00

City of Cocoa, Florida

Hydrogeological Services For Wellfield
Rehabilitation and Modification

PROJECT NAME:

PROJECT NUMBER:

200.15

PAYMENT PERIOD:

1-Sep-25

to

30-Sep-25

Well 11T Pump Removal and Pumping Test

LABOR

Item No.	Personnel / Title	Hours	Rate/Hr.	Amount
1	Principal Hydrogeologist	6.0	\$175.00	\$1,050.00
2	Senior Hydrogeologist	0.0	\$140.00	\$0.00
3	Field Geologist	12.0	\$110.00	\$1,320.00
				\$0.00
CCI Labor Total				<u>\$2,370.00</u>

EQUIPMENT

Item No.	Description	Days	Rate/Day	Amount
1	Drilling Rig	0.0	\$2,500.00	\$0.00
2	Boom Truck	1.0	\$2,000.00	\$2,000.00
3	Pump Hoist	0.0	\$1,500.00	\$0.00
4	Welding Machine / Air Compressor / Generator	1.0	\$1,500.00	\$1,500.00
5	Jetting Rig	0.0	\$1,500.00	\$0.00
6	Acid Surge Tank(s)	0.0	\$350.00	\$0.00
7	Light Tree	0.0	\$600.00	\$0.00
8	Support Trucks	2.0	\$600.00	\$1,200.00
9	Test Pump (50-200 GPM)	1.0	\$750.00	\$750.00
10	Test Pump (200-500 GPM)	0.0	\$1,200.00	\$0.00
11	Test Pump (>500 GPM)	0.0	\$2,000.00	\$0.00
12	Borehole Video Camera	0.0	\$1,800.00	\$0.00
Equipment Total				<u>\$5,450.00</u>

SERVICE PROVIDERS

Item No.	Category	Hours	Rate/Hr.	Amount
1	Licensed Well Driller/Foreman	0.0	\$135.00	\$0.00
2	Drillers Helper	0.0	\$56.00	\$0.00
3	TV/Geophysical Logging Provider	0.0	\$6,500.00	\$0.00
4	Other - TBD	0.0	\$0.00	\$0.00
Service Provider Labor Total				<u>\$0.00</u>

MATERIALS

Item No.	Description	Units	Rate	Amount
1		0	\$0.00	\$0.00
2		0	\$0.00	\$0.00
3		0	\$0.00	\$0.00
4		0	\$0.00	\$0.00
5		0	\$0.00	\$0.00
6		0	\$0.00	\$0.00
7		0	\$0.00	\$0.00
8		0	\$0.00	\$0.00
9		0	\$0.00	\$0.00
10		0	\$0.00	\$0.00
Materials Total				<u>\$0.00</u>

Well 11T Pump Removal and Pumping Test TOTAL:

\$7,820.00

**Hydrogeological Services For Wellfield
Rehabilitation and Modification**

PROJECT NAME:**PROJECT NUMBER:****200.15****PAYMENT PERIOD:****1-Sep-25****to****30-Sep-25****Well 13T Pump Removal and Pumping Test****LABOR**

Item No.	Personnel / Title	Hours	Rate/Hr.	Amount
1	Principal Hydrogeologist	2.0	\$175.00	\$350.00
2	Senior Hydrogeologist	8.0	\$140.00	\$1,120.00
3	Field Geologist	0.0	\$110.00	\$0.00
				\$0.00
CCI Labor Total				<u>\$1,470.00</u>

EQUIPMENT

Item No.	Description	Days	Rate/Day	Amount
1	Drilling Rig	0.0	\$2,500.00	\$0.00
2	Boom Truck	1.0	\$2,000.00	\$2,000.00
3	Pump Hoist	0.0	\$1,500.00	\$0.00
4	Welding Machine / Air Compressor / Generator	1.0	\$1,500.00	\$1,500.00
5	Jetting Rig	0.0	\$1,500.00	\$0.00
6	Acid Surge Tank(s)	0.0	\$350.00	\$0.00
7	Light Tree	0.0	\$600.00	\$0.00
8	Support Trucks	2.0	\$600.00	\$1,200.00
9	Test Pump (50-200 GPM)	1.0	\$750.00	\$750.00
10	Test Pump (200-500 GPM)	0.0	\$1,200.00	\$0.00
11	Test Pump (>500 GPM)	0.0	\$2,000.00	\$0.00
12	Borehole Video Camera	0.0	\$1,800.00	\$0.00
Equipment Total				<u>\$5,450.00</u>

SERVICE PROVIDERS

Item No.	Category	Hours	Rate/Hr.	Amount
1	Licensed Well Driller/Foreman	0.0	\$135.00	\$0.00
2	Drillers Helper	0.0	\$56.00	\$0.00
3	TV/Geophysical Logging Provider	0.0	\$6,500.00	\$0.00
4	Other - TBD	0.0	\$0.00	\$0.00
Service Provider Labor Total				<u>\$0.00</u>

MATERIALS

Item No.	Description	Units	Rate	Amount
1		0	\$0.00	\$0.00
2		0	\$0.00	\$0.00
3		0	\$0.00	\$0.00
4		0	\$0.00	\$0.00
5		0	\$0.00	\$0.00
6		0	\$0.00	\$0.00
7		0	\$0.00	\$0.00
8		0	\$0.00	\$0.00
9		0	\$0.00	\$0.00
10		0	\$0.00	\$0.00
Materials Total				<u>\$0.00</u>

Well 13T Pump Removal and Pumping Test TOTAL:**\$6,920.00**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/3/2025

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

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

PRODUCER
AssuredPartners Design Professionals Insurance Services, LLC
3697 Mt. Diablo Blvd, Suite 230
Lafayette CA 94549

CONTACT
NAME: Allison Barga
PHONE
(A/C, No, Ext): 360-626-2007 **FAX**
(A/C, No): 360-626-2007
E-MAIL
ADDRESS: CertsDesignPro@AssuredPartners.com

License#: 6003745

INSURED
Connect Consulting Inc
1210 Emmel Road
Lake Helen FL 32744

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Casualty Insurance Company	29424
INSURER B : Hartford Accident and Indemnity Company	22357
INSURER C : Westfield Insurance Company	24112
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES**CERTIFICATE NUMBER:** 599675090**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 ☐ Separation Instds GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER:	Y	Y	52SBUNL0852	9/28/2025	9/28/2026	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y	Y	52UEGHA1233	9/28/2025	9/28/2026	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000	Y	Y	52SBUNL0852	9/28/2025	9/28/2026	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	52WEGPI3885	9/28/2025	9/28/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Professional Liab: Claims Made			ADP0000859	9/28/2025	9/28/2026	\$2,000,000 Per Claim \$2,000,000 Aggregate

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

The following policies are included in the underlying schedule of insurance for umbrella/excess liability: General Liability/Auto Liability/Employers Liability. Project: Cocoa Well Field City of Cocoa is an Additional Insured on the Commercial General Liability and Auto Liability when required by written contract regarding activities by or on behalf of the Named Insured.

CERTIFICATE HOLDER

City of Cocoa
65 Stone Street
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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF OUR RIGHT TO RECOVER
FROM OTHERS ENDORSEMENT**

Policy Number: 52WEGPI3885

Endorsement Number:

Effective Date: 09/28/2025 Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: Connect Consulting Inc
1210 Emmel Road
Lake Helen, FL 32744

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

Any person or organization for whom you are required by contract or agreement to obtain this waiver from us. Endorsement is not applicable in KY, NH, NJ or for any MO construction risk

Countersigned by _____ Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

Paragraph .1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add the following:

d. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

- (1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (a) That is a partnership or joint venture,
 - (b) That is an "insured" under any other policy,
 - (c) That has exhausted its Limit of Insurance under any other policy, or
 - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

e. Employees as Insureds

- (1). Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

f. Lessors as Insureds

- (1). The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
 - (a) The agreement requires you to provide direct primary insurance for the lessor and
 - (b) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

g. Additional Insured if Required by Contract

- (1) When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."
- The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

- (a) During the policy period, and
- (b) Subsequent to the execution of such written contract, and

- (c) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or
- (b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS – OF SECTION IV – BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

2. Primary and Non-Contributory if Required by Contract

Only with respect to insurance provided to an additional insured in A.1.g. - Additional Insured If Required by Contract, the following provisions apply:

(1) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(2) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in SECTION IV- Business Auto Conditions, B. General Conditions, Other Insurance 5.d.

3. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The SECTION IV- Business Auto Conditions, B. General Conditions, 5. OTHER INSURANCE Condition is amended by adding the following:

- e. If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

4. AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

5. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

- (1) \$100,000;
- (2) The actual cash value of the damaged or stolen property at the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of \$1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

6. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

7. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal

obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life Insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

8. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

9. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto";
- (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
- (3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or
- (4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III, Physical Damage Coverage, Limit of Insurance, Paragraph C.2. is amended to add the following:

\$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

(1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;

(2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or

(3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.

10. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

11. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

12. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

(1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;

(2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

13. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) A member, if you are a limited liability company; or

(4) An executive officer or insurance manager, if you are a corporation.

14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

15. HIRED AUTO - COVERAGE TERRITORY

SECTION IV, BUSINESS AUTO CONDITIONS, PARAGRAPH B. GENERAL CONDITIONS, 7. - POLICY PERIOD, COVERAGE TERRITORY - is added to include the following:

(6) For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

16. WAIVER OF SUBROGATION

Paragraph 5. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS A. Loss Conditions is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

17. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V-DEFINITIONS, C. is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

18. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

19. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

- a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,
- b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"
- c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of the coverage provision,

- a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.

- b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

20. VEHICLE WRAP COVERAGE

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to \$1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is \$5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.

- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

- b. Coverage under this provision does not apply to:

- (1) "Bodily injury" or "property damage" that occurred; or
- (2) "Personal and advertising injury" arising out of an offense committed

before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written

BUSINESS LIABILITY COVERAGE FORM

contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section F. – Optional Additional Insured Coverages.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (i) The exceptions contained in Subparagraphs (d) or (f); or

- (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

- (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
- (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
 - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

- (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
- (a) In connection with your premises; or
 - (b) In the performance of your ongoing operations performed by you or on your behalf.
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:
- This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (b) Supervisory, inspection, architectural or engineering activities.

e. Permits Issued By State Or Political Subdivisions

- (1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
- (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

- (1) Any other person or organization who is not an insured under Paragraphs **a.** through **e.** above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
- (a) In the performance of your ongoing operations;
 - (b) In connection with your premises owned by or rented to you; or
 - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if
 - (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
- "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

BUSINESS LIABILITY COVERAGE FORM

- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section **D. – Limits Of Insurance.**

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E. – Liability And Medical Expenses General Conditions.**

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

- a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.
- b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to **2.a.** or **2.b.** above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to **2.b.** above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

- a. The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

If more than one limit of insurance under this policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this policy and the endorsements is the single highest limit of liability of all coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph 3. above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insured's Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insured's Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs **a.** and **b.** apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

BUSINESS LIABILITY COVERAGE FORM

This Paragraph **f.** applies separately to you and any additional insured.

3. Financial Responsibility Laws

- a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.
- b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

4. Legal Action Against Us

No person or organization has a right under this Coverage Form:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

5. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom a claim is made or "suit" is brought.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and

- (3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

7. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **A.** – Coverages.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **k.** of Section **A.** – Coverages.

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

8. Transfer Of Rights Of Recovery Against Others To Us**a. Transfer Of Rights Of Recovery**

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

Shawn Weston

From: Jesse K. Scott <JKScott@palmcoastgov.com>
Sent: Thursday, October 08, 2020 3:46 PM
To: Heath Hancher
Subject: **Warning Risky Web Link** FW: Request Permission to Piggyback (RFSQ-CD-20-31)
Attachments: DocuSigned MSA Connect_Connecting_2-21-2020.pdf

EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!

As discussed. Approved.

Jesse K. Scott
Procurement Coordinator
City of Palm Coast
160 Lake Avenue
Palm Coast, FL 32164
Tel: 386-986-2337
www.palmcoastconnect.com



Questions or Concerns?
Register today at www.palmcoastconnect.com



From: Rose Conceicao <RConceicao@palmcoastgov.com>
Sent: Tuesday, October 6, 2020 4:55 PM
To: hhancher@cocoafl.or
Cc: Jesse K. Scott <JKScott@palmcoastgov.com>
Subject: RE: Request Permission to Piggyback (RFSQ-CD-20-31)

Hi Heather,

All of our bid documents contain the following clause:

PURCHASING AGREEMENTS WITH OTHER GOVERNMENTAL AGENCIES: The City of Palm Coast hereby permits the successful Proposer to extend the terms and conditions of this solicitation and resultant contract to other governmental entities at the discretion of the successful Proposer. Each governmental agency desiring to accept the successful proposal submittal, and make an award thereof, shall do so independently of any other governmental agency. Each governmental agency shall be responsible for its own purchases and each shall be liable only for materials and/or services ordered and received by it, and no governmental agency assumes any liability by virtue of the award by any other governmental agency.

Therefore, permission is expressly granted by virtue of the bid documents and is subject to the supplier providing permission.

Our contract does not contain pricing as this is negotiated on a project by project basis. A copy of the contract is attached.

Regards,

Rose Conceicao
Contracts Coordinator
City of Palm Coast
160 Lake Avenue
Palm Coast, FL 32164
Tel: 386-986-2339
www.palmcoastconnect.com



Questions or Concerns?
Register today at www.palmcoastconnect.com



From: Jesse K. Scott <JKScott@palmcoastgov.com>
Sent: Tuesday, October 6, 2020 4:43 PM
To: Rose Conceicao <RConceicao@palmcoastgov.com>
Subject: FW: Request Permission to Piggyback (RFSQ-CD-20-31)
Importance: High

Can you address this one. We are buried in Requisitions here.

Thanks,

Jesse K. Scott
Procurement Coordinator
City of Palm Coast
160 Lake Avenue
Palm Coast, FL 32164
Tel: 386-986-2337
www.palmcoastconnect.com



Questions or Concerns?
Register today at www.palmcoastconnect.com



From: Heath Hancher <hhancher@cocoafl.org>

Sent: Tuesday, October 6, 2020 4:40 PM

To: Jesse K. Scott <JKScott@palmcoastgov.com>

Cc: Shawn Weston <sweston@cocoafl.org>; Sean McFarland <smcfarland@cocoafl.org>; Diane Kozlak <dkozlak@cocoafl.org>; Christine Savage <csavage@cocoafl.org>

Subject: Request Permission to Piggyback (RFSQ-CD-20-31)

Importance: High

Good afternoon! Please grant approval to Piggyback RFSQ-CD-20-31, Connect Consulting Inc , for Professional Hydrogeological Services. Should there be any amendments, addendums or pricing table updates please provide a courtesy copy for our records. If granted, please respond via email with the approval. Thank you in advance!



Heath Hancher PmP, CPPM
Purchasing / Contracts Division Manager
65 Stone St., Cocoa, FL 32922
Office: (321) 433-8833
Mobile: (321) 446-1235
Email: hhancher@cocoafl.org



PLEASE NOTE: Florida has a very broad public records law. Most written communications (including contents of emails and email addresses) to or from City of Cocoa officials and employees regarding public business are public records available to the public and media upon request. Your written and e-mail communications may be subject to public disclosure. If you do not want your written and email communications released in response to a public records request, do not send written or email communications to City of Cocoa officials and employees. Instead, contact this office by phone.

PLEASE NOTE: Florida has a very broad public records law. Most written communications to or from City of Palm Coast officials and employees regarding public business are public records available to the public and media upon request. Your e-mail communications may be subject to public disclosure.



STANDARD FORM FOR NEW PIGGYBACK CONTRACTS

The **City of Cocoa**, a Florida Municipal Corporation ("City") enters this "Piggyback" Contract with **Connect Consulting Inc.** (hereinafter referred to as the "Vendor"), under the terms and conditions hereinafter provided. The City and the Vendor agree as follows:

1. The Financial Operations Manual (FOM) for the City of Cocoa allows for "piggybacking" contracts. Pursuant to this procedure, the City is allowed to piggyback an existing government contract, and there is no need to obtain formal or informal quotations, proposals or bids. The parties agree that the Vendor has entered a contract with CITY OF PALM COAST, FL, said contract being identified as: RFSQ-CD-20-31 Professional Hydrogeological Services (referred to as the "original government contract").

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

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

Time Period ("Term") of the Agreement:

This Agreement shall take effect on the Effective Date agreed upon by all parties signed. Following the initial term and at the sole option of CITY, this Agreement may be renewed for three (3) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Work Orders and Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Work Orders shall remain in effect until delivery and acceptance of the work authorized by the Work Order as well as during periods of warranty and guarantee.

a. Insurance Requirements:

Liability Insurance

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

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

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

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

AUTOMOBILE LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL CONTRACTS:

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

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

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

ENVIRONMENTAL IMPAIRMENT INSURANCE MINIMUM REQUIREMENTS:

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

WORKERS' COMPENSATION INSURANCE MINIMUM REQUIREMENTS:

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

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

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

~~COMPREHENSIVE BUILDER RISK INSURANCE~~

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

DURATION OF CONTRACTS-NAMED INSUREDS-LIABILITY INSURANCE:

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

the form of a certificate of insurance before work is begun. A copy of a current Certificate of Insurance shall be provided to the City by Contractor upon the Effective Date of this Agreement which satisfied the insurance requirements of this Article. Renewal certificates shall be sent to the City 30 days prior to any expiration date. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the City and the State of Florida, Department of Transportation, or as provided in accordance with Florida law.

b. Any other provisions that will be modified:

N/A

c. Address change for the City of Cocoa:

Notwithstanding the address and contact information for the government entity as set out in Exhibit "A," the Vendor agrees that he/she/it will send notices, invoices and will conduct all business with the City of Cocoa, attention of Accounts Payable, at 65 Stone Street, Cocoa Florida 32922, telephone number (321) 433-8633, facsimile number: (321) 433-8608 and email accountspayable@cocoaf1.org.

d. Notwithstanding anything in Exhibit "A" to the contrary, the venue of any dispute will be in Brevard County, Florida. Litigation between the parties arising out of this contract must be in Brevard County, Florida in the Court of appropriate jurisdiction. The law of Florida will control any dispute between the parties arising out of or related to this Piggyback Contract, the performance thereof or any products or services delivered pursuant to such contract.

e. Notwithstanding any other provision in Exhibit "A" to the contrary, there shall be no arbitration with respect to any dispute between the parties arising out of this Contract. Dispute resolution shall be through voluntary and non-binding mediation, negotiation or litigation in the Court of appropriate jurisdiction in Brevard County, Florida, with the parties bearing the costs of their own legal fees and related costs with respect to any dispute resolution, including litigation.

- f. All other provisions in the original government contract (Exhibit "A") are fully binding on the parties and will represent the agreement between the City of Cocoa and the Vendor.
- g. This contract is not a requirements agreement nor is it an exclusive agreement. Accordingly, the City of Cocoa reserves the right to purchase the goods or services that are the subject hereof from any alternative vendor during the contract term, regardless of contrary language in the underlying contract that is being piggybacked.

Entered this _____ day of _____



David S. Robertson

(Print Name)

President

(Print Title)

10/6/2020

(Date)

CITY OF COCOA

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

By: _____, Mayor
(For purchases in excess of the City Manager's
purchase order authority).

Attested By: -- City Clerk



CONTRACT EXECUTIVE OVERVIEW (Amendment/Renewal)

Vendor Name CONNECT CONSULTING, INC.,
 Project Name: PROFESSIONAL HYDROGEOLOGICAL SERVICES
 Bid/Reference # RFSQ-CD-20-31
 Contract Type: Master Services Agreement - Professional Services
 Amendment/Renewal: 3rd (Final) Annual Renewal

Original Contract Date: 2/21/22 New End Date: 2/21/2025

Resolution # 2020-28

City Council Approval Date: 2/18/2020

City's Project Manager Mary Kronenberg

Brief Description/Purpose:

Agreement for professional hydro-geological services related to water supply planning and development, Water and/or Consumptive Use Permitting, monitoring data evaluation, permit compliance monitoring and any other related assignments that the City requests. Also included under this contract are professional hydro-geological and construction oversight services and turn-key design/construction services to permit, design and/or construct, and/or repair and test new and existing wells and associated well head appurtenances and pumps.

Approvals:

Responsible Dept. Director Carl Cote

Date: Jan 10, 2024 | 5:50 AM PST

City Finance Adelina Alves

Date: Jan 10, 2024 | 1:13 PM EST

City Attorney Amelia Ulmer

Date: Jan 9, 2024 | 3:52 PM EST

City Manager Denise Bryan

Date: Jan 10, 2024 | 2:20 PM EST



Finance Department
Budget & Procurement Office

160 Lake Avenue
Palm Coast, FL 32164
386-986-3730

CONNECT CONSULTING, INC.
DAVID S. ROBERTSON
261 N. LAKEVIEW DRIVE
LAKE HELEN, FL 32744

RE: Letter Authorizing Contract Renewal

Master Service Agreement

Contract Name

February 21, 2020

Contract Effective date

PROFESSIONAL HYDROGEOLOGICAL SERVICES RFSQ-CD-20-31

Project name and #

Mr. Robertson,

The above referenced contract is currently set to expire February 21, 2024. At this time, the City of Palm Coast seeks to renew the above referenced contract under the same original terms and conditions for one (1) additional year until February 21, 2025. This is the final renewal. If agreed, please indicate your approval by electronically signing below.

Please feel free to contact me if you have any questions.

Regards,

Casey Luedke

Contracts Coordinator
cluedke@palmcoastgov.com

This contract renewal is hereby acknowledged and agreed to:

CITY OF PALM COAST

DocuSigned by:
By: Denise Bevan
B8F889DE5A4147C...

Print: Denise Bevan

Title: City Manager

Date: Jan 10, 2024 | 2:20 PM EST

CONNECT CONSULTING, INC.

DocuSigned by:
By: David S. Robertson
(Authorized Signatory)
753D2A4F5B291162...

Print Name: David S. Robertson

Title: President

Date: Jan 9, 2024 | 3:48 PM EST



please recycle

palmcoastgov.com



CONTRACT EXECUTIVE OVERVIEW (Amendment/Renewal)

Vendor Name CONNECT CONSULTING, INC.,
 Project Name: PROFESSIONAL HYDROGEOLOGICAL SERVICES
 Bid/Reference # RFSQ-CD-20-31
 Contract Type: Master Services Agreement - Professional Services
 Amendment/Renewal: 2nd Annual Renewal

Original Contract Date: 2/21/2020 New End Date: 2/21/2024

Resolution # 2020-28

City Council Approval Date: 2/18/2020

City's Project Manager Mary Kronenberg

Brief Description/Purpose:

Agreement for professional hydro-geological services related to water supply planning and development, Water and/or Consumptive Use Permitting, monitoring data evaluation, permit compliance monitoring and any other related assignments that the City requests. Also included under this contract are professional hydro-geological and construction oversight services and turn-key design/construction services to permit, design and/or construct, and/or repair and test new and existing wells and associated well head appurtenances and pumps.

Approvals:

Responsible Dept. Director Carl Cote

Date: Jan 10, 2023 | 5:30 AM PST

City Finance Adriana Alves

Date: Jan 9, 2023 | 3:55 PM EST

City Attorney Nysa Borden

Date: Jan 9, 2023 | 12:09 PM EST

City Manager Denise Bryan

Date: Jan 10, 2023 | 9:18 AM EST



City of PALM COAST

Finance Department
Budget & Procurement Office

160 Lake Avenue
Palm Coast, FL 32164
386-986-3730

CONNECT CONSULTING, INC.
DAVID S. ROBERTSON
261 N. LAKEVIEW DRIVE
LAKE HELEN, FL 32744

RE: Letter Authorizing Contract Renewal

Master Service Agreement

Contract Name

February 21, 2020

Contract Effective date

PROFESSIONAL HYDROGEOLOGICAL SERVICES RFSQ-CD-20-31

Project name and #

Dear Mr. Robertson,

The above referenced contract is currently set to expire February 21, 2023. At this time, the City of Palm Coast seeks to renew the above referenced contract under the same original terms and conditions for one (1) additional year until February 21, 2024. If agreed, please indicate your approval by electronically signing below.

Please feel free to contact me if you have any questions.

Regards,

Casey Luedke

Contracts Coordinator
cluedke@palmcoastgov.com

This contract renewal is hereby acknowledged and agreed to:

CITY OF PALM COAST

DocuSigned by:
By: Denise Bevan
B8F859DE5A4147C...

Print: Denise Bevan

Title: City Manager

Date: Jan 10, 2023 | 9:18 AM EST

CONNECT CONSULTING, INC.

DocuSigned by:
By: David S. Robertson
7530A1B80102 (Authorized Signatory)

Print Name: David S. Robertson

Title: President

Date: Jan 9, 2023 | 11:48 AM EST





CONTRACT EXECUTIVE OVERVIEW (Amendment/Renewal)

Vendor Name CONNECT CONSULTING, INC.,
 Project Name: PROFESSIONAL HYDROGEOLOGICAL SERVICES
 Bid/Reference # RFSQ-CD-20-31
 Contract Type: Master Services Agreement - Professional Services
 Amendment/Renewal: 1st Annual Renewal

Original Contract Date: 2/21/22 New End Date: 2/21/2023

Resolution # 2020-28

City Council Approval Date: 2/18/2020

City's Project Manager Mary Kronenberg

Brief Description/Purpose:

Agreement for professional hydro-geological services related to water supply planning and development, Water and/or Consumptive Use Permitting, monitoring data evaluation, permit compliance monitoring and any other related assignments that the City requests. Also included under this contract are professional hydro-geological and construction oversight services and turn-key design/construction services to permit, design and/or construct, and/or repair and test new and existing wells and associated well head appurtenances and pumps.

Approvals:

Responsible Dept. Director Carl Cote
DocuSigned by: D9149C6987AB49F...
 City Finance Helena Alves
4F2A3892B67B492... DocuSigned by:
 City Attorney William Reischmann
4C1B97CCC19C46D...
 Denise Bevan

Date: Jan 3, 2022 | 4:48 AM PST

Date: Jan 3, 2022 | 3:50 AM EST

Date: Dec 30, 2021 | 10:38 AM EST

Interim City Manager Denise Bevan
DocuSigned by: B8F859DE5A4147C...

Date: Jan 3, 2022 | 8:30 AM EST



Finance Department
Budget & Procurement Office

160 Lake Avenue
Palm Coast, FL 32164
386-986-3730

CONNECT CONSULTING, INC.
DAVID S. ROBERTSON
1210 EMMEL ROAD
LAKE HELEN, FL 32744

RE: Letter Authorizing Contract Renewal

Master Service Agreement
Contract Name

February 21, 2020
Contract Effective date

PROFESSIONAL HYDROGEOLOGICAL SERVICES RFSQ-CD-20-31
Project name and #

Dear Mr. Robertson,

The above referenced contract is currently set to expire February 21, 2022. At this time, the City of Palm Coast seeks to renew the above referenced contract under the same original terms and conditions for one (1) additional year until February 21, 2023. If agreed, please indicate your approval by electronically signing below.

Please feel free to contact me if you have any questions.

Regards,
Jesse K. Scott
Procurement Coordinator
jkscott@palmcoastgov.com

This contract renewal is hereby acknowledged and agreed to:

CITY OF PALM COAST

DocuSigned by:
By: Denise Bevan
B8F859DE5A4147C...

Print: Denise Bevan

Title: Interim City Manager

Date: Jan 3, 2022 | 8:30 AM EST

CONNECT CONSULTING, INC.

DocuSigned by:
By: David S. Robertson
753D2A... (Authorized Signatory)

Print Name: David S. Robertson

Title: President

Date: Dec 30, 2021 | 7:50 AM EST





CONTRACT EXECUTIVE OVERVIEW (Non-Construction)

Vendor Name CONNECT CONSULTING, INC.,
 Project Name: PROFESSIONAL HYDROGEOLOGICAL SERVICES
 Bid/Reference # RFSQ-CD-20-31
 Contract Type: Master Services Agreement - Professional Services

Contract Value \$ n/a

Resolution # 2020- 28

City Council Approval Date: 2/18/2020

Standard Contract Template (Y/N): Y

If No, then Reviewed by
City Attorney: n/a

Length of Contract: 2 years

Renewable (Y/N): yes

If Yes, # and length of
renewals: 3 at one year each

City's Project Manager Mary Kronenberg

Brief Description/Purpose:

Agreement for professional hydrogeological services related to water supply planning and development, Water and/or Consumptive Use Permitting, monitoring data evaluation, permit compliance monitoring and any other related assignments that the City requests. Also included under this contract are professional hydrogeological and construction oversight services and turn-key design/construction services to permit, design and/or construct, and/or repair and test new and existing wells and associated well head appurtenances and pumps.

Approvals:

Responsible Dept. Director Carl Cote
DocuSigned by: D9149C6987AB49F...
 City Finance Helena Alves
DocuSigned by: 42A689267B492...
 City Attorney William E. Reischmann, Jr.
DocuSigned by: 4C1B97CCC19C46D...

Date Feb 20, 2020 | 7:31 AM PST

Date Feb 20, 2020 | 12:49 PM EST

Date Feb 20, 2020 | 10:01 AM EST

City Manager Matthew Morton
DocuSigned by: 28DF7AEB7692454...

Date Feb 21, 2020 | 7:17 AM EST



Finance Department
Budget & Procurement Office

160 Lake Avenue
Palm Coast, FL 32164
386-986-3730

Dear Vendor,

Please review and sign the attached agreement via DocuSign.

In addition, please attach proof of insurance which is compliant with the insurance requirements set forth in the Agreement.

Thank you.



Regards,

Rose Conceicao

Rose Conceicao
Contracts Coordinator





MASTER SERVICES AGREEMENT
(Professional Services)

THIS MASTER SERVICES AGREEMENT ("Agreement") made and entered into this 21st day of February, 2020 ("Effective Date"), between CONNECT CONSULTING, INC., whose primary place of business is 261 N. Lakeview Drive, Lake Helen, Florida 32744 ("SUPPLIER") and the CITY OF PALM COAST, a municipal corporation of the State of Florida, holding tax exempt status, whose address is 160 Lake Avenue, Palm Coast, Florida 32164, ("CITY"). CITY and SUPPLIER are collectively referred to herein as "Parties".

WITNESSETH:

WHEREAS, CITY desires to procure **PROFESSIONAL HYDROGEOLOGICAL SERVICES** from a competent and qualified supplier and has conducted a formal Request for Statement of Qualifications # RFSQ-CD-20-31(RFSQ) requesting bids/quotes for the services; and

WHEREAS, SUPPLIER is in the business of providing said services, is competent and qualified to provide said services to CITY, responded to the RFSQ and desires to render said services to CITY in accordance with the terms and conditions stated herein;

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, the receipt and sufficiency of which is hereby acknowledged, CITY and SUPPLIER agree as follows:

1. SUPPLY OF SERVICES:

- A. Work Order/Services.** This Agreement standing alone does not authorize performance of Services or require CITY to place any orders. During the term of this Agreement, subject to the terms of a work order ("Work Order"), attached to this Agreement as Exhibit A agreed to by CITY and SUPPLIER, SUPPLIER shall provide the services, including any deliverables ("Services"), set forth in such Work Order. At a minimum, each Work Order will set forth a brief project description, the specific tasks, activities and deliverables to be performed, a timeline for performance and completion, a budget, and a payment schedule, with milestone payments where applicable. Each Work Order must be executed by the Parties prior to the commencement of Services thereunder. SUPPLIER shall use its best efforts to provide Services to CITY as described herein; to keep CITY advised of the progress of the work; to provide CITY with such reports, presentations, charts, graphs, and the like as are appropriate to the nature of the services to be performed hereunder; and to maintain complete files and records of all Services provided . Execution of a Work Order shall be an affirmative and irrefutable representation by SUPPLIER to CITY that SUPPLIER is fully familiar with any and all requisite work conditions related to the provisions of the services.
- B. Quality of Services.** SUPPLIER shall make no claim for additional time or money based upon its failure to comply with this AGREEMENT. SUPPLIER has informed CITY, and hereby represents to CITY, that it has extensive experience in performing and providing the services described in this AGREEMENT, and that it is well acquainted with the components that are properly and customarily included within such Services and the requirements of laws, ordinances, rules, regulations, or orders of any public authority or licensing entity having jurisdiction over CITY Projects. SUPPLIER shall diligently and in a professional and timely manner perform and provide the Services included in each Work Order. All Services to be provided shall in the minimum be in conformance with commonly accepted industry and professional codes and standards, standards of CITY, and the laws of any Federal, State, or local regulatory agencies. SUPPLIER shall be responsible for keeping apprised of any changing laws applicable to the services to be performed under this Agreement. SUPPLIER shall be responsible for the professional quality, accepted standards, technical accuracy and the coordination of all services furnished by SUPPLIER under this Agreement, as well as the conduct of its staff, personnel, employees, and agents. SUPPLIER shall work closely with the CITY on all aspects of the provision of the services. SUPPLIER shall be responsible for the professional quality, technical accuracy, competence, methodology, and the coordination of all of the following which are listed for illustration purposes and not as a limitation: documents, analysis, reports, data, plans, plats, maps, surveys, specifications, and any and all other services of whatever type or nature furnished by SUPPLIER under this Agreement. SUPPLIER shall, without additional compensation, correct or revise any errors or deficiencies in his plans, analysis, data, reports, designs, drawings, specifications, and any and all other services of whatever type or nature
- C. Schedule/Delivery.** Time is of the essence in the performance of this Agreement and any Work Order hereunder. SUPPLIER shall begin performing services upon execution by both Parties of the Work Order and written notification to proceed by CITY. SUPPLIER and CITY agree to make every effort to adhere to the schedules as described in each

Work Order. However, if SUPPLIER is delayed at any time in the provision of services by any act or omission of CITY or by any other supplier employed by CITY, the time of completion shall be extended for such reasonable time as the CITY may decide in its sole and absolute discretion. If SUPPLIER'S performance is affected by any event beyond its reasonable control, including fire, explosion, flood, or other acts of God; war, terrorist acts or civil commotion; strike, lock-out or labor disturbances; or failure of public utilities or common carriers, SUPPLIER shall not be liable in connection with this Agreement to the extent affected by such force majeure event; provided that SUPPLIER gives CITY immediate written notice of the force majeure event and exercises all reasonable efforts to eliminate the effects of the force majeure event on its performance as soon as and to the extent practicable. It is further expressly understood and agreed that SUPPLIER shall not be entitled to any damages or compensation, or be reimbursed for any losses, on account of any delay or delays resulting from any of the aforesaid causes or any other cause whatsoever.

- D. Change Orders.** No changes to a Work Order shall be made without the prior written approval of the Parties. The agreed upon changes shall be detailed in a Change Order. Each Change Order shall include a schedule of completion for the services authorized. Change Orders shall identify this Agreement and the appropriate Work Order number. Change Orders may contain additional instructions or provisions specific to the services to be provided. Such supplemental instructions or provisions shall not be construed as a modification of this Agreement. Execution of any Change Order shall constitute a final settlement and a full accord and satisfaction of all matters relating to the change including but not limited to scope, costs and adjustments to the schedule.
- E. Supplier Designated Representative/Key Personnel.** SUPPLIER shall furnish a SUPPLIER Designated Representative to administer, review, and coordinate the provision of services under this Agreement and each Work Order. Upon request by CITY, SUPPLIER shall submit to CITY detailed resumes of key professional personnel that will be involved in performing services described in the Work Order. CITY hereby acknowledges its acceptance of such personnel to perform services under this Agreement. If, at any time, SUPPLIER desires to change key professional personnel in an active assignment, it shall submit the qualifications of the new professional personnel to CITY for prior approval. Key professional personnel shall include the principal-in-charge, project managers, and others interfacing with CITY personnel.
- F. Replacement of SUPPLIER Personnel.** CITY reserves the right to reject at any time for any lawful reason whatsoever any of SUPPLIER'S personnel assigned by SUPPLIER in connection with any Work Order. SUPPLIER shall as soon as possible thereafter provide a replacement satisfactory to CITY. In no event shall performance of the Services be delayed or shall CITY be charged for any time required for any replacement SUPPLIER'S personnel to be trained to provide or become familiarized with the Services, whether the replacement is requested by CITY or not.
- G. CITY Premises.** At all times while on CITY'S premises, SUPPLIER shall comply with all rules and regulations of CITY. SUPPLIER shall be responsible for its employees and agents while on CITY'S premises.
- H. Ownership of Deliverables.** All deliverables, including any analysis, reference data, presentations, inventions, computer models, survey data, plans and reports, or any other form of written instrument or document and ideas made or conceived by SUPPLIER that result from or in connection with or during the performances of Services for CITY and any proprietary rights thereto, shall be the property of CITY. SUPPLIER agrees to assign, and does hereby assign, to CITY all right, title and interest of whatsoever kind and nature in and to all Deliverables and related proprietary rights. SUPPLIER shall execute, acknowledge, and deliver to CITY all such further papers as may be necessary to enable CITY to own, register, publish or protect said Deliverables and related proprietary rights in any and all countries and to vest title to said Deliverables and related proprietary rights in CITY. SUPPLIER grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use every document and all other materials prepared by the SUPPLIER for the CITY under this Agreement.
- I. Acceptance Criteria.** For any milestone in which SUPPLIER submits a Deliverable, CITY shall have the right to review and test such deliverable for the functional requirements or acceptance criteria specified for such deliverable and shall notify SUPPLIER if there are any deficiencies. SUPPLIER shall use its best efforts to promptly cure any such deficiencies, and after completing any such cure, SUPPLIER shall resubmit the deliverable for review and testing as set forth above. Any applicable warranty period shall only commence after acceptance by CITY.

2. COMPENSATION:

- A. Costs and Expenses.** Compensation to SUPPLIER for the services performed on each Work Order shall be as set forth in the Work Order/Change Order. CITY shall only reimburse SUPPLIER for out-of-pocket expenses such as gas, tolls, mileage, meals, etc., that are directly attributable to the performance of work under a Work Order and have been approved in writing in advance by an authorized representative of CITY.

- B. Invoicing.** Each Work Order shall be invoiced separately. As work progresses for services satisfactorily performed, SUPPLIER shall render to the CITY, at the close of each calendar month, an itemized detailed invoice properly dated, describing all services rendered, proper documentation of the cost of the services, the name and address of SUPPLIER, Work Order Number, Contract Number, the billing period, if applicable, and all other information required by this Agreement. SUPPLIER shall not send any invoices with respect to Services, and no claim from SUPPLIER for payment (including any amount for fees or expenses) will be allowed for any work done by SUPPLIER with respect to such Services, prior to the Parties' executing the Work Order and CITY issuing a purchase order to SUPPLIER with respect to Services. Work performed by SUPPLIER without written approval by the City's Designated Representative shall not be compensated. Any work performed by SUPPLIER without written approval by CITY is performed at SUPPLIER'S own election. Except for charges or expenses of SUPPLIER expressly set forth in the applicable Work Order, CITY shall not be responsible for any other charges or expenses of SUPPLIER or any mark-ups on any expenses of SUPPLIER. SUPPLIER shall submit invoices to CITY with supporting documentation for approved expenses, signed by the Authorized Representative. Original invoices should be submitted via email to ap@palmcoastgov.com.
- C. Payment Terms.** The Florida Prompt Payment Act shall apply when applicable. Invoices which are in an acceptable form to CITY and without disputable items will be processed for payment under the Prompt Payment Act., Fla. Stat. 218.23; payments shall be made by CITY to SUPPLIER not more than once monthly. SUPPLIER shall continue to perform during any dispute of an invoice.
- D. Financial Reconciliation.** At the completion or termination of the Services and before the final payment will be made, SUPPLIER shall, upon request by CITY, provide CITY with a financial reconciliation of funds paid by CITY and tasks completed or partially completed.

3. TERM AND TERMINATION:

- A. Term.** This Agreement shall take effect on the Effective Date and shall terminate at the end of two (2) years. Following the initial term and at the sole option of CITY, this Agreement may be renewed for three (3) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Work Orders and Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Work Orders shall remain in effect until delivery and acceptance of the work authorized by the Work Order as well as during periods of warranty and guarantee.
- B. Termination By CITY.**
- i. Termination Without Cause. CITY may terminate this Agreement at any time upon fifteen (15) days prior written notice; provided however, that any Work Order entered into shall survive such termination under the terms of this Agreement until the conclusion of such Work Order unless such Work Order is specifically terminated. CITY may terminate any incomplete Work Order at any time and for any or no reason upon written notice to SUPPLIER. In the event of such termination, SUPPLIER shall immediately cease all work in connection with the applicable Work Order after receipt of written notice from CITY unless such notice expressly provides otherwise.
 - ii. Termination for Cause. CITY may terminate this Agreement for cause at any time upon written notice allowing SUPPLIER five (5) days to remedy the breach. Cause shall include but is not limited to:
 1. If, in CITY'S opinion, adequate progress under a Work Order is not being made by SUPPLIER; or
 2. If, in CITY'S opinion, the quality of the services provided by SUPPLIER is/are not in conformance with commonly accepted professional standards, standards of CITY, the requirements of Federal or State regulatory agencies, and SUPPLIER has not corrected such deficiencies in a timely manner as reasonably determined by CITY; or
 3. SUPPLIER or any employee or agent of SUPPLIER is indicted or has a direct charge issued against him for any crime arising out of or in conjunction with any work that has been performed by SUPPLIER; or
 4. SUPPLIER becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors; or
 5. SUPPLIER violates the Standards of Conduct provisions herein or any provision of State or local law or any provision of the City Code of Conduct.

- iii. Except where CITY terminates for cause, SUPPLIER shall be entitled to payment for any work performed and accepted by CITY and any CITY approved expenses irrevocably committed prior to the effective date of termination. CITY shall be entitled to an appropriate refund for any amounts advanced to SUPPLIER for Services not yet performed as of the effective date of termination. SUPPLIER shall not be entitled to any damages for such early termination of Services. In no event shall CITY be responsible for any amounts in the aggregate greater than (i) the total that would have been due under such Work Order or (ii) the value of the work done by SUPPLIER in accordance with such Work Order and this Agreement with respect thereto prior to termination, whichever is less.
 - iv. Within five (5) days from the effective date of termination, SUPPLIER shall provide or make available to CITY all materials provided by CITY to SUPPLIER and all CITY materials, including any work-in-progress and all full and partial copies thereof, and shall also submit an invoice to CITY in accordance with the pricing set forth in such Work Order for all work done by SUPPLIER in accordance with such Work Order and this Agreement with respect thereto prior to termination.
- C. Termination By SUPPLIER.** SUPPLIER shall have the right to terminate this Agreement or any Work Order hereunder by way of a written notice, if CITY commits a material breach of the Agreement or a Work Order hereunder and fails to remedy such breach within fifteen (15) days after receipt of written notice of default.
- D. Cooperation.** Upon receipt of a notice for any termination of this Agreement and any Work Order hereunder, the Parties shall cooperate with each other and use all commercially reasonable efforts to effect a smooth transition process.
- E. Survivability.** The terms of this Agreement shall survive in full force and effect as to any incomplete Work Orders and Purchase Orders issued prior to the expiration of this Agreement and such Work Orders and Purchase Orders shall continue to be subject to this Agreement until such Work Orders and Purchase Orders are completed or terminated in accordance with this Agreement.

4. REPRESENTATIONS AND WARRANTIES.

A. SUPPLIER represents and warrants the following:

- i. The Services shall be performed strictly in accordance with and conform to this Agreement, the applicable Work Order and any applicable industry standards and practices.
 - ii. The Services shall be provided by qualified personnel, suitably skilled and trained in the performance of the Services, and performed in a diligent and professional manner.
 - iii. SUPPLIER has obtained, at its sole and exclusive expense, any and all permits, licenses, permissions, approvals or similar consents required to perform the Services.
 - iv. All deliverables, material, supplies or goods provided by SUPPLIER shall be free from defects and be of merchantable quality.
 - v. All deliverables provided shall be original and shall not infringe any copyright or violate any rights of any persons or entities whatsoever, except that SUPPLIER shall not be responsible for any claim arising solely from SUPPLIER'S adherence to CITY'S written instructions or directions which do not involve items of SUPPLIER'S origin, design or selection.
 - vi. SUPPLIER shall comply with Federal, State, and local environmental, health, and safety laws and regulations applicable to the Services provided to the City. SUPPLIER agrees that any program or initiative involving the work that could adversely affect any personnel involved, citizens, residents, users, neighbors or the surrounding environment shall ensure compliance with any and all employment, safety, environmental and health laws.
- B.** Without limiting any other rights that CITY may have, CITY reserves the right to refuse any Services if SUPPLIER does not, or the Services do not, conform to the foregoing. Acceptance of any part of the Services shall not bind CITY to accept any non-conforming Services simultaneously provided by SUPPLIER, nor deprive CITY of the right to reject any previous or future non-conforming Services.

- C. The representations and warranties contained herein are deemed to be material obligations and shall survive any payment by CITY and shall survive any termination or expiration of this Agreement and any termination or completion of any or all Work Orders.

5. INDEMNIFICATION/SOVEREIGN IMMUNITY AND INSURANCE.

- A. **Indemnification.** SUPPLIER shall indemnify and hold harmless CITY, and its officers and employees, from and against liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent the foregoing are caused by the negligence, recklessness, or intentionally wrongful conduct of the SUPPLIER and other persons employed or utilized by the SUPPLIER in performance of this Agreement, including damage to persons or property. The indemnification obligations herein shall not be limited to the amount of insurance coverage required herein or benefits payable by or for SUPPLIER or its agents under worker's compensation acts, disability benefits acts, or other employee benefits acts. This indemnification provision shall survive any termination or expiration of this agreement. PURSUANT TO FLORIDA STATUTES SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE IF THE REQUIREMENT OF THIS SECTION ARE MET.
- B. **Sovereign Immunity.** CITY expressly retains all rights, benefits and immunities of sovereign immunity and nothing herein shall be deemed to affect the rights, privileges, and immunities of City as set forth in Section 768.28, Florida Statutes.
- C. **Insurance.** SUPPLIER shall, at SUPPLIER'S own cost, procure insurance in accordance with Exhibit "B" Insurance Requirements, attached hereto and made a part hereof.

6. ALTERNATIVE DISPUTE/CONFLICT RESOLUTION.

- A. In the event of a dispute related to any performance or payment obligation arising under this Agreement, the Parties agree to exhaust the conflict resolution procedures reasonably imposed by CITY prior to filing suit or otherwise pursuing legal remedies.
 - B. SUPPLIER agrees that it will file no suit nor otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in the dispute resolution procedures set forth in subsection (A) of this Section.
 - C. In the event that the CITY'S dispute resolution procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the Parties shall exercise their best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be reasonably imposed by CITY. The costs of voluntary mediation shall be shared equally among the Parties participating in the mediation.
- 7. ASSIGNMENT.** SUPPLIER shall not assign this Agreement, any rights hereunder or any monies due or to become due, nor delegate or subcontract any obligations or work, without the prior written consent of CITY, and any such purported assignment without such written consent shall be void. This Agreement shall be binding on SUPPLIER'S heirs, executors, legal representatives, successors and permitted assigns.
- 8. AUDIT OF BOOKS AND RECORDS.** SUPPLIER shall maintain all books, documents, papers, accounting records and other evidence pertaining to this Agreement during the term of this Agreement and for five (5) years subsequent to the expiration or termination of this Agreement and/or final payment whichever is later. CITY or CITY'S authorized representative, may at all reasonable times during the term of this Agreement and for five (5) years thereafter and upon reasonable notice, inspect and audit the books, documents, papers, accounting records and other evidence pertaining to this Agreement and SUPPLIER shall make such materials available at SUPPLIER'S office upon CITY'S request. In the event any audit or inspection conducted after final payment reveals any overpayment by CITY under the terms of this Agreement, SUPPLIER shall refund such overpayment to CITY within thirty (30) days of notice by CITY. SUPPLIER agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
- 9. AUTHORIZED REPRESENTATIVE.** Each party hereto represents to the other that it has undertaken all necessary actions to execute this Agreement, and that it has the legal authority to enter into this Agreement, and to undertake all obligations imposed on it. The person(s) executing this Agreement for SUPPLIER certifies/certify that he/she/they is/are authorized to bind SUPPLIER fully to the terms of this Agreement.

10. CHOICE OF LAW/JURISDICTION. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. In any action or proceeding required to enforce or interpret the terms of this Agreement, venue shall be of the Seventh Judicial Circuit in and for Flagler County, Florida, or the Middle District of Florida in Orlando, FL., if in federal court.

11. COMPLIANCE WITH LAWS. SUPPLIER agrees to comply with all Federal, State, and City laws, ordinances, regulations, and codes applicable to the Services including, but not limited to, the following:

A. Discrimination/ADA. SUPPLIER shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability and shall take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin, or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. SUPPLIER, moreover, shall comply with all the requirements as imposed by the Americans with Disability Act, the regulations of the Federal government issued thereunder, and any and all requirements of Federal or State law related thereto. If SUPPLIER or an affiliate is placed on a discriminatory vendor list, such action may result in termination by CITY. SUPPLIER shall certify, upon request by CITY, that it is qualified to submit a bid under Section 287.134, Discrimination, (2) (c), Florida Statutes.

B. Drug Free Workplace. SUPPLIER shall certify, upon request by CITY, that SUPPLIER maintains a drug free workplace policy in accordance with Section 287.0878, Florida Statutes. Failure to submit this certification may result in termination.

C. Immigration. CITY shall not intentionally award publicly-funded contracts to any SUPPLIER who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) Section 274A(e) of the Immigration and Nationally Act (INA)]. CITY shall consider the employment by SUPPLIER of unauthorized aliens, a violation of Section 274A (e) of the INA.

D. Conflict of Interest.

- i. SUPPLIER hereby certifies that no undisclosed conflict of interest exists with respect to the Agreement, including, but not limited to, any conflicts that may be due to representation of other clients, customers or vendees, other contractual relationships of SUPPLIER, or any interest in property that SUPPLIER may have.
- ii. SUPPLIER shall not engage in any action that would create a conflict of interest for any CITY employee or other person during the course of performance of, or otherwise related to, this Agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.
- iii. SUPPLIER further certifies that any conflict of interest that arises during the term of this Agreement shall be immediately disclosed in writing to CITY.
- iv. Violation of this Section shall be considered as justification for immediate termination of this Agreement.

12. CONTRACT DOCUMENTS. The RFSQ and all submissions prepared by SUPPLIER in response to the RFSQ are incorporated herein by reference to the extent not inconsistent with the terms and conditions as set forth herein. Each Exhibit referred to and attached to this Agreement is an essential part of this Agreement. The Exhibits and any amendments or revisions thereto, even if not physically attached hereto, shall be treated as if they are part of this Agreement.

13. ENFORCEABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement. The waiver of a breach of any term or condition of this Agreement or Purchase Order hereunder shall not be deemed to constitute the waiver of any other breach of the same or any other term or condition hereunder. In addition, neither CITY'S review, approval or acceptance of, nor payment for, any Goods provided hereunder shall be construed to operate as a waiver of any rights under this Agreement or the Purchase Order.

14. ENTIRE AGREEMENT. This Agreement shall constitute the entire understanding of the Parties and shall not be changed, amended, altered or modified except in writing and signed by authorized representatives of the Parties with the same formality and equal dignity herewith. All prior agreements, whether written or oral between the Parties

relating to the subject matter hereof are superseded by this Agreement and are of no further force or effect. Accordingly, it is agreed that no deviation from the terms of this Agreement shall be predicated upon any prior representations or agreements, whether oral or written. No term included in any invoice, estimate, confirmation, acceptance or any other similar document in connection with this Agreement or a Work Order hereunder shall be effective unless expressly stated otherwise in a writing signed by authorized representatives of the Parties with the same formality and equal dignity herewith. Any amendments to this Agreement must be in writing signed by both Parties. In the event of a conflict between this Agreement and a Work Order or any other writing, this Agreement controls over such inconsistent or additional terms.

- 15. EXCLUSIVITY.** The Parties agree that CITY hereunder is not guaranteeing that any minimum amount of Services will be ordered from SUPPLIER under this Agreement. The relationship between SUPPLIER and CITY is not one of exclusivity. Without limiting the foregoing, SUPPLIER agrees that CITY has the right to benchmark, whether formally or informally, any services offered by SUPPLIER or any terms of this Agreement or any Work Order and to competitively bid any project it may have.
- 16. INDEPENDENT CONTRACTOR.** The relationship of the Parties established by this Agreement and all Work Orders is that of independent contractors. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the Parties, or as making the SUPPLIER, (including its officers, employees, and agents), the agent, representative, or employee of CITY for any purpose, or in any manner, whatsoever. Persons employed by SUPPLIER in the performance of Services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to CITY'S officers and employees either by operation of law or by CITY.
- 17. INTERPRETATION.** This Agreement is the result of bona fide arms length negotiations between CITY and SUPPLIER 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.
- 18. NOTICES.** Whenever either party desires to give notice to the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the Parties designate the following as the respective places for giving of notice:

FOR CITY:

The City Manager
City of Palm Coast
160 Lake Avenue
Palm Coast, Florida 32164

FOR SUPPLIER:

David S. Robertson, P.G.
Connect Consulting, Inc.,
261 N. Lakeview Drive
Lake Helen, Florida 32744

- 19. ORDER OF PRECEDENCE.** In the event of a conflict between the terms and conditions of this Agreement and any related exhibits, attachments, proposals, or Work Orders, the terms of this Agreement shall take precedence and control over those of the exhibit, attachment, proposal, or Work Order unless otherwise agreed to in writing by all Parties. In the event of a conflict between the terms and conditions of a Work Order and any related exhibits, attachments, or proposals, the terms of the Work Order shall take precedence and control over those of the exhibit, attachment, or proposal thereto unless otherwise agreed to in writing by all Parties.

20. PUBLIC RECORDS LAW.

- 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 SUPPLIER 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, SUPPLIER shall:
- i. Keep and maintain all public records required by CITY to perform the Services herein; and
 - ii. Upon request from CITY'S custodian of public records, provide 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

- iii. 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 SUPPLIER does not transfer the records to CITY; and
 - iv. Upon completion of the Agreement, transfer, at no cost, to CITY all public records in possession of SUPPLIER or keep and maintain public records required by CITY to perform the Services herein. If SUPPLIER transfers all public records to CITY upon completion of the Agreement, SUPPLIER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If SUPPLIER keeps and maintains public records upon completion of the Agreement, SUPPLIER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY'S custodian of public records, in a format compatible with the information technology systems of CITY.
- B.** All requests to inspect or copy public records relating to the Agreement shall be made directly to 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 CITY. A contractor who fails to provide the public records to CITY within a reasonable time may be subject to penalties pursuant to Section 119.10, Florida Statutes. Further, SUPPLIER shall fully indemnify and hold harmless CITY, its officers, agents and employees from any liability and/or damages, including attorney's fees through any appeals, resulting from SUPPLIER'S failure to comply with these requirements.
- C. IF THE SUPPLIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS, ATTN: VIRGINIA SMITH, CITY CLERK, AT 386-986-3713, vsmith@palmcoastgov.com, 160 LAKE AVENUE, PALM COAST, FLORIDA 32164.**
- 21. SEVERABILITY.** If any term, provision or condition contained in this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable, shall not be affected thereby, and each term, provision, and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law when consistent with equity and the public interest.
- 22. SUBCONTRACTORS.** In the event that SUPPLIER, during the course of this Agreement, requires the Services of any subcontractors or other professional associates in connection with performance of this Agreement or any Work Order, SUPPLIER must first secure CITY'S prior express written approval. Any subcontract shall be in writing and shall incorporate this Agreement and require the subcontractors to assume performance of SUPPLIER'S duties commensurately with SUPPLIER'S duties to CITY under this Agreement, it being understood that nothing herein shall in any way relieve SUPPLIER from any of its duties under this Agreement or any Work Order hereunder. SUPPLIER shall remain fully responsible for the performance of subcontractors or other professional associates. SUPPLIER shall provide CITY with executed copies of all subcontracts.
- 23. WAIVER.** The failure of CITY to insist in any instance upon the strict performance of any provision of this Agreement, or to exercise any right or privilege granted to CITY hereunder, shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date below written for execution by the CITY.

CITY OF PALM COAST

CONNECT CONSULTING, INC.,

DocuSigned by:
By: Matthew Morton
28DF7AEB7692454...

Print: Matthew Morton

Title: City Manager

Date: Feb 21, 2020 | 7:17 AM EST

DocuSigned by:
By: David S. Robertson
(Authorized Corporate Officer)
793D9A74B2F14C1...

Print Name: David S. Robertson

Title: President

Date: Feb 18, 2020 | 11:23 AM EST

Exhibits

A - Work Order Template Form

B - Insurance Requirements

Exhibit A - Work Order Template Form


 Work Order # _____ PO# _____ Project Mgr. _____
NAME

SUPPLIER NAME: _____

Contract Project Title _____ Work Order Project Title _____

Contract Bid # _____ Work Order Bid # _____

Contract Resolution # _____ Work Order Resolution # _____

TOTAL COST: \$ _____

1. **INCORPORATION BY REFERENCE** The provisions of the Contract referenced above dated _____ ("Agreement") are hereby expressly incorporated by reference into and made a part of this Work Order.
2. **METHOD OF COMPENSATION** (chose one): _____ FIXED FEE/LUMP SUM _____ UNIT BASED/ NOT TO EXCEED*
3. **PRICING** (chose one): _____ ATTACHED _____ INCLUDED IN CONTRACT
4. **SCHEDULE** (chose one): _____ AS NEEDED BASIS _____ SHALL BE COMPLETED BY - ____ / ____ /20 ____
5. **DESCRIPTION OF SERVICES** (chose one): _____ ATTACHED _____ INCLUDED IN CONTRACT
6. **OTHER ATTACHMENTS TO THIS WORK ORDER:** _____ No _____ Yes If yes, identify: _____
7. **MISCELLANEOUS:** _____
8. **TIME IS OF THE ESSENCE:** The obligation of Supplier to perform services shall commence upon execution of this Work Order and shall be completed as set forth above. Time is of the essence. Failure to meet the completion date shall be a material default and may be grounds for termination of this Work order and the Agreement.
9. **CONFLICT:** In the event of a conflict between the terms and conditions of the Agreement and this Work Order, the terms of the Agreement shall govern unless otherwise agreed to in writing by all parties. In the event of a conflict between the terms and conditions of this Work Order and any attachments, the terms of this Work Order shall govern unless otherwise agreed to in writing by all parties.

 WITNESS WHEREOF, the parties hereto have made and executed this Work Order on this _____ day of _____,
 20_____, for the purposes stated herein.

SUPPLIER APPROVAL

By: _____

Print: _____

Title: _____

Date: _____

CITY APPROVAL

By: _____

Print Name: _____

Title: Assistant City Manager or Designee

Date: _____

BPO Use Only:

Req # _____

Requisition Creator _____
NAME

Select one: _____ New PO _____ Increase to Existing/ P.O. Adjustment

EXHIBIT B

Insurance Requirements

1. GENERAL.

- 1.1.** Prior to performance under this Agreement, SUPPLIER shall furnish CITY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required in Section 3 below. CITY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy using CG 1185 or its equivalent, as well as additional insured under the business auto policy. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by SUPPLIER and shall be maintained in force until the Agreement completion date. The insurance provided by SUPPLIER shall apply on a primary basis and any other insurance or self-insurance maintained by CITY or CITY'S officials, officers, or employees shall be in excess of and not contributing with the insurance provided by or on behalf of SUPPLIER. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis. The Certificate of Insurance shall provide that CITY shall be given not less than thirty (30) days written notice prior to the modification, cancellation or restriction of coverage.
- 1.2.** Until such time as the insurance is no longer required to be maintained by SUPPLIER, SUPPLIER shall provide CITY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided. In addition to providing the Certificate of Insurance, if required by CITY, SUPPLIER shall, within thirty (30) days after receipt of the request, provide CITY with a certified copy of each of the policies of insurance providing the coverage required.
- 1.3.** SUPPLIER waives all rights against CITY for recovery of damages to the extent covered by Commercial General Liability, Commercial Umbrella Liability, Business Auto Liability or Workers Compensation and Employers Liability insurance maintained per requirements herein.
- 1.4.** Neither approval by CITY nor failure to disapprove the insurance furnished by a subcontractor or another supplier shall relieve SUPPLIER of SUPPLIER'S full responsibility for performance of any obligation including SUPPLIER indemnification of CITY under this Agreement.
- 1.5.** It shall also be the responsibility of SUPPLIER to ensure that all of its subcontractors performing Services under this Agreement are in compliance with the insurance requirements of this Agreement as defined above.
- 1.6.** Compliance with the insurance requirements set forth herein shall not relieve SUPPLIER, its employees or agents of liability from any indemnification obligation under this Agreement.
- 1.7.** Nothing herein shall be construed as a waiver of sovereign immunity by CITY beyond the limits set forth in Section 768.28, Florida Statutes.

2. INSURANCE COMPANY REQUIREMENTS.

- 2.1.** SUPPLIER shall obtain or possess and continuously maintain the coverage from a company or companies, with a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best CITY. Companies issuing policies other than Workers' Compensation, must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 440.57, Florida Statutes.
- 2.2.** If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: 1) lose its Certificate of Authority, 2) no longer comply with Section 440.57, Florida Statutes, or 3) fail to maintain the requisite Best's Rating and Financial Size Category, SUPPLIER shall, as soon as SUPPLIER has knowledge of any such circumstance, immediately notify CITY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as SUPPLIER has replaced the unacceptable insurer with an insurer acceptable to CITY, SUPPLIER shall be deemed to be in default of this Agreement.

- 3. COVERAGE.** Without limiting any of the other obligations or liability of SUPPLIER, SUPPLIER shall, at SUPPLIER'S sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the minimum

requirements set forth in this subsection. The amounts and types of insurance shall conform to the following minimum requirements:

3.1. Workers’ Compensation/Employer’s Liability.

A. Workers Compensation Coverage SUPPLIER’S insurance shall cover SUPPLIER for liability which would be covered by the latest edition of the standard Workers’ Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. SUPPLIER will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers’ Compensation injury to the subcontractor’s employees. The minimum required limits to be provided by both SUPPLIER and its subcontractors is outlined in subsection (b) below. In addition to coverage from the Florida Workers’ Compensation Act, where appropriate, coverage is to be included for the Federal Employers’ Liability Act and any other applicable Federal or State law. Subject to the restrictions of coverage found in the standard Workers’ Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers’ Compensation Act, the United States Longshoremen’s and Harbor Workers’ Compensation Act, or any other coverage customarily insured under Part One of the standard Workers’ Compensation Policy.

B. Employers Liability Coverage
\$500,000.00 (Each Accident)
\$500,000.00 (Disease-Each Employee)
\$500,000.00 (Disease-Policy Limit)

3.2. Commercial General Liability.

Using the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability:

LIMITS	
General Aggregate (per project)	\$2,000,000.00 or 2x Per Occurrence (whichever is greater)
Personal & Advertising Injury Limit	\$1,000,000.00
Each Occurrence Limit	\$1,000,000.00
The CGL limits may be satisfied by a combination of primary CGL and Umbrella/Excess coverage. When Umbrella/Excess is provided it shall follow form.	

3.3. Business Auto Policy.

SUPPLIER’S insurance shall cover SUPPLIER for those sources of liability which would be covered by Part IV of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements. Coverage shall include owned, non-owned and hired autos.

The minimum limits to be maintained by SUPPLIER (inclusive of any amounts provided by an Umbrella or Excess policy) shall be per accident combined single limit for bodily injury liability and property damage liability. If the coverage is subject to an aggregate, SUPPLIER shall maintain separate aggregate limits of coverage applicable to claims arising out of or in connection with the work under this Agreement. The separate aggregate limits to be maintained by SUPPLIER shall be a minimum of three (3) times the per accident limit required and shall apply separately to each policy year or part thereof.

The minimum amount of coverage under the Business Auto Policy shall be:

LIMITS	
Each Occurrence Bodily Injury and	\$1,000,000.00
Property Damage Liability Combined	

3.4. Professional Liability: SUPPLIER shall provide professional liability insurance as well as errors and omission insurance in a minimum amount of \$1,000,000 CSL or its equivalent, with a combined single limit of not less than \$1,000,000, protecting SUPPLIER against claims of the City for negligence, errors, mistakes, or omissions in the performance of Services to be performed and furnished by SUPPLIER.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/18/2019

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 Hall & Company A&E Professional Insurance Program Inc 19660 10th Ave NE Poulsbo WA 98370	CONTACT NAME: Allison Barga PHONE (A/C, No, Ext): 360-626-2007 FAX (A/C, No): 360-626-2007 E-MAIL ADDRESS: abarga@hallandcompany.com														
INSURED Connect Consulting Inc 261 N Lakeview Dr Lake Helen FL 32744	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : Hartford Casualty Insurance Company</td> <td style="text-align: center;">29424</td> </tr> <tr> <td>INSURER B : Hartford Accident and Indemnity Company</td> <td style="text-align: center;">22357</td> </tr> <tr> <td>INSURER C : Argonaut Insurance Company</td> <td style="text-align: center;">19801</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Hartford Casualty Insurance Company	29424	INSURER B : Hartford Accident and Indemnity Company	22357	INSURER C : Argonaut Insurance Company	19801	INSURER D :		INSURER E :		INSURER F :	
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INSURER C : Argonaut Insurance Company	19801														
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES**CERTIFICATE NUMBER:** 1078739387**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:			52SBMNL0852	9/28/2019	9/28/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			52UECHA1233	9/28/2019	9/28/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			52SBMNL0852	9/28/2019	9/28/2020	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	52WECPI3885	9/28/2019	9/28/2020	☒ 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
C	Professional Liab: Claims Made			121AE000181601	9/28/2019	9/28/2020	\$2,000,000 Per Claim \$2,000,000 Aggregate

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

The certificate holder is an additional insured per the attached.
Project/Job Name: Hydrogeological Services

CERTIFICATE HOLDER**CANCELLATION**

City of Palm Coast, Florida
Attn: Dianne Torino
160 Cypress Point Parkway, Ste. B106
Palm Coast FL 32164-8436

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

AUTHORIZED REPRESENTATIVE

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City of Palm Coast, Florida

Agenda Item

Agenda Date: 2/11/2020

Department	Stormwater & Engineering	Amount
Item Key		Account
Subject	RESOLUTION 2020-XX APPROVING A MASTER SERVICE AGREEMENT WITH CONNECT CONSULTING, INC., FOR PROFESSIONAL HYDROGEOLOGICAL SERVICES ON AN AS NEEDED BASIS	
Background : **THIS ITEM WAS SCHEDULED TO BE HEARD AT THE FEBRUARY 11, 2020 WORKSHOP. HOWEVER, THAT MEETING WAS CANCELLED.**		
As part of the City Council goals to ensure that all infrastructure is a priority regarding maintenance and performance, City staff advertised a request for statement of qualifications (RFSQ-CD-20-31) for Professional Hydrogeological Services. These services will be used on an as-needed basis to expand our infrastructure for sustainable growth which includes water source development, water supply and monitoring, well design and construction, aquifer performance tests, raw water quality analysis and evaluation, emergency well field power. The current continuing hydrogeological service contract expires April 2020. In accordance with the City's Purchasing Policy and Florida Statutes, specifically the Consultants' Competitive Negotiation Act, City staff received a qualification package from (1) one firm, Connect Consulting, Inc., (CCI), of High Springs, FL. Their qualifications were reviewed by a committee consisting of three City staff. The proposal was evaluated based on their project understanding, over 40 years' experience with local utility projects, technical capability, and the project team. After reviewing the qualifications, staff recommended awarding the contract to Connect Consulting, Inc. The proposed continuing services contract will be for a period of two years with options for three one-year renewals. City staff will present City Council with work orders for consideration as services are needed and in accordance with the City's Purchasing Policy.		
Recommended Action : ADOPT RESOLUTION 2020-XX APPROVING A MASTER SERVICE AGREEMENT WITH CONNECT CONSULTING, INC., FOR PROFESSIONAL HYDROGEOLOGICAL SERVICES ON AN AS NEEDED BASIS		

RESOLUTION 2020-_____
PROFESSIONAL HYDROGEOLOGICAL SERVICES

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA; AUTHORIZING THE CITY MANAGER TO APPROVE A MASTER SERVICES AGREEMENT WITH CONNECT CONSULTING, INC., FOR PROFESSIONAL HYDROGEOLOGICAL SERVICES; AUTHORIZING EXECUTION OF SAID AGREEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Connect Consulting, Inc., has expressed a desire to provide professional hydrogeological services throughout the City of Palm Coast; and

WHEREAS, the City Council of the City of Palm Coast desires to contract with Connect Consulting Inc., for the above mentioned services.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUCIL OF THE CITY OF PALM COAST, FLORIDA AS FOLLOWS:

SECTION 1. APPROVAL OF AGREEMENT. The City Council of the City of Palm Coast hereby approves the master services agreement with Connect Consulting, Inc., for professional hydrogeological services, as attached hereto and incorporated herein for reference as Exhibit "A."

SECTION 2. AUTHORIZATION TO EXECUTE. The City Manager, or designee, is hereby authorized to execute the agreements as depicted in Exhibit "A."

SECTION 3. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, is shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 4. CONFLICTS. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 5. IMPLEMENTING ACTIONS. The City Manager is hereby authorized to take any actions necessary to implement the action taken in this Resolution.

SECTION 6. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption by the City Council.

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 18th day of February 2020.

CITY OF PALM COAST, FLORIDA

ATTEST:

MILISSA HOLLAND, MAYOR

VIRGINIA A. SMITH, CITY CLERK

Attachment: Exhibit "A" – Contract - Connect Consulting, Inc.

Approved as to form and legality

William E. Reischmann, Jr., Esq.
City Attorney



Finance Department
Budget & Procurement Office

160 Lake Avenue
Palm Coast, FL 32164
386-986-3730

NOTICE OF INTENT TO AWARD

Project: Professional Hydrogeological Services - RFSQ-CD-20-31

Date: 1/31/2020

Appeal Deadline: Appeals must be Filed by 5:00 PM on 2/5/2020

Firm	Points
Connect Consulting, Inc. Lake Helen, Florida	93.33

The intent of the City of Palm Coast is to award Professional Hydrogeological Services to Connect Consulting, Inc.

Cc: Contract Coordinator, Project Manager, BPO Manager, Financial Services Director, Department Director

For questions regarding the NOIT please contact Procurement Coordinator jkscott@palmcoastgov.com.

Bid protests arising under City Bidding Documents or Procedures shall be resolved under the City of Palm Coast Budget and Procurement Office Bid Protest procedures.

A proposer may protest matters involving the award of this Bid within three (3) business days from the posting of this recommendation to award. Failure to protest to the City's Financial Services Director, Helena Alves (HAlves@palmcoastgov.com) shall constitute a waiver of the protest proceedings.





RFSQ-CD-20-31 - Professional Hydrogeological Services

Project Overview

Project Details	
Reference ID	RFSQ-CD-20-31
Project Name	Professional Hydrogeological Services
Project Owner	Jesse Scott
Project Type	RFP
Department	Procurement
Budget	\$0.00 - \$0.00
Project Description	This Request for Statement of Qualifications is issued for the purpose of acquiring a professional hydro geologist for the City of Palm Coast. The engineering firm will provide hydro geological and construction oversight services and turn-key design/construction services for the City of Palm Coast.
Open Date	Jan 08, 2020 8:00 AM EST
Intent to Bid Due	Jan 29, 2020 5:00 PM EST
Close Date	Jan 30, 2020 2:00 PM EST

Awarded Suppliers	Reason	Score
Connect Consulting, Inc.		93.33 pts



Seal status

Requested Information	Unsealed on	Unsealed by
RFSQ Proposal	Jan 30, 2020 2:18 PM EST	Jesse Scott
Required Forms 1 - 4	Jan 30, 2020 2:18 PM EST	Jesse Scott

Conflict of Interest

Declaration of Conflict of Interest You have been chosen as a Committee member for this Evaluation. Please read the following information on conflict of interest to see if you have any problem or potential problem in serving on this committee. ## Code of Conduct All information related to submissions received from Suppliers or Service Providers must be kept confidential by Committee members. ## Conflict of Interest No member of a Committee shall participate in the evaluation if that Committee member or any member of his or her immediate family: * has direct or indirect financial interest in the award of the contract to any proponent; * is currently employed by, or is a consultant to or under contract to a proponent; * is negotiating or has an arrangement concerning future employment or contracting with any proponent; or, * has an ownership interest in, or is an officer or director of, any proponent. Please sign below acknowledging that you have received and read this information. If you have a conflict or potential conflict, please indicate your conflict on this acknowledgment form with information regarding the conflict. I have read and understood the provisions related to the conflict of interest when serving on the Evaluation Committee. If any such conflict of interest arises during the Committee's review of this project, I will immediately report it to the Purchasing Director.

Name	Date Signed	Has a Conflict of Interest?
Mary Kronenberg	Jan 30, 2020 2:53 PM EST	No
Alex Blake	Jan 30, 2020 2:59 PM EST	No
Jesse Scott	Jan 30, 2020 2:19 PM EST	No
Carmelo Morales	Jan 31, 2020 8:10 AM EST	No



Project Criteria

Criteria	Points	Description
Administrative Review	Pass/Fail	Completed as requested
Project Understanding and Proposal	25 pts	0 = Does not meet requirements 1 = Below Average 2 = Average 3 = Above Average 4 = Well Above Average 5 = Outstanding This section shall establish that the Proposer understands the City's objectives and work requirements and Proposer's ability to satisfy those objectives and requirements. Succinctly describe the proposed approach for addressing the required services and the Proposer's ability to meet the City's schedule for providing the work, service, outlining the approach that would be undertaken in providing the requested services.
Experience with similar projects, technical capability and qualifications	40 pts	0 = Does not meet requirements 1 = Below Average 2 = Average 3 = Above Average 4 = Well Above Average 5 = Outstanding Provide a listing of similar projects, maximum of three, by a team member who is specifically part of the team proposed in the response. Identify specific project details, including but not limited to, location, description of the funding entity, project budget, project description, length, and outcomes. Provide the contact information for the entities where work has been done for reference purposes.
Project Team	35 pts	0 = Does not meet requirements 1 = Below Average 2 = Average 3 = Above Average 4 = Well Above Average 5 = Outstanding Provide an organization chart showing a staffing plan, which clearly illustrates the key elements of the



		organizational structure of the entire project team with specific proposed functions for each individual listed. Identify the project team members, including major and minor sub-consultants, and provide their contact information and technical resumes. Project management and key personnel within each area of required services shall be identified and past experience of each, as it relates to this project, shall be discussed. The City must approve any changes to the Project Management & Key Personnel. This section should include information only on the individuals who will perform work on this project. Provide detail that identifies anticipated major milestones and their associated phasing as well as the allocation of existing resources.
Total	100 pts	



Scoring Summary

Active Submissions

	Total	Administrative Review	Project Understanding and Proposal	Experience with similar projects, technical capability and qualifications	Project Team
Supplier	/ 100 pts	Pass/Fail	/ 25 pts	/ 40 pts	/ 35 pts
Connect Consulting, Inc.	93.33 pts	Pass	23.33 pts	37.33 pts	32.67 pts

**RESOLUTION 2020-28
PROFESSIONAL HYDROGEOLOGICAL SERVICES**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA; AUTHORIZING THE CITY MANAGER TO APPROVE A MASTER SERVICES AGREEMENT WITH CONNECT CONSULTING, INC., FOR PROFESSIONAL HYDROGEOLOGICAL SERVICES; AUTHORIZING EXECUTION OF SAID AGREEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Connect Consulting, Inc., has expressed a desire to provide professional hydrogeological services throughout the City of Palm Coast; and

WHEREAS, the City Council of the City of Palm Coast desires to contract with Connect Consulting Inc., for the above mentioned services.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUCIL OF THE CITY OF PALM COAST, FLORIDA AS FOLLOWS:

SECTION 1. APPROVAL OF AGREEMENT. The City Council of the City of Palm Coast hereby approves the master services agreement with Connect Consulting, Inc., for professional hydrogeological services, as attached hereto and incorporated herein for reference as Exhibit "A."

SECTION 2. AUTHORIZATION TO EXECUTE. The City Manager, or designee, is hereby authorized to execute the agreements as depicted in Exhibit "A."

SECTION 3. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, is shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 4. CONFLICTS. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 5. IMPLEMENTING ACTIONS. The City Manager is hereby authorized to take any actions necessary to implement the action taken in this Resolution.

SECTION 6. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption by the City Council.

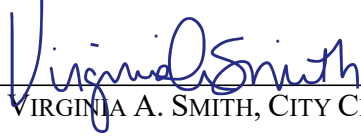
DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 18th day of February 2020.

CITY OF PALM COAST, FLORIDA



MILISSA HOLLAND, MAYOR

ATTEST:

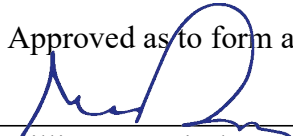


VIRGINIA A. SMITH, CITY CLERK



Attachment: Exhibit "A" – Contract - Connect Consulting, Inc.

Approved as to form and legality



William E. Reischmann, Jr., Esq.
City Attorney



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

City of Cocoa
AMENDMENT TO PURCHASE AGREEMENT
3rd AMENDMENT
Connect Consulting Inc.
Piggyback Agreement No. RFSQ-CD-20-31
Professional Hydrogeological Services

This Third Amendment is to confirm receipt and acknowledgement of the agreed upon Annual Renewal made effective February 21, 2024, by and between City of Palm Coast and Connect Consulting Inc... This Amendment also confirms receipt and acknowledgment the CONTRACTOR shall continue to provide Professional Hydrogeological Services as agreed upon under Piggyback Agreement RFSQ-CD-20-31, made effective October 27, 2020, by and between the City of Cocoa and Connect Consulting Inc. This renewal shall correspond with the renewal issued by City of Palm Coast and expire on February 21, 2025.

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

CONNECT CONSULTING INC.

CITY OF COCOA

By: David S. Robertson
(Print Name)

By: Stockton Whitten
(Print Name)

President

City Manager

(Title)

(Title)

David S. Robertson 01/11/2024
Signature / Date

Signature / Date

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

Attested By: City Clerk on behalf
of Assistant City Clerk
Monica Arsenault



MASTER SERVICES AGREEMENT
(Professional Services)

THIS MASTER SERVICES AGREEMENT ("Agreement") made and entered into this 21st day of February, 2020 ("Effective Date"), between CONNECT CONSULTING, INC., whose primary place of business is 261 N. Lakeview Drive, Lake Helen, Florida 32744 ("SUPPLIER") and the CITY OF PALM COAST, a municipal corporation of the State of Florida, holding tax exempt status, whose address is 160 Lake Avenue, Palm Coast, Florida 32164, ("CITY"). CITY and SUPPLIER are collectively referred to herein as "Parties".

WITNESSETH:

WHEREAS, CITY desires to procure **PROFESSIONAL HYDROGEOLOGICAL SERVICES** from a competent and qualified supplier and has conducted a formal Request for Statement of Qualifications # RFSQ-CD-20-31(RFSQ) requesting bids/quotes for the services; and

WHEREAS, SUPPLIER is in the business of providing said services, is competent and qualified to provide said services to CITY, responded to the RFSQ and desires to render said services to CITY in accordance with the terms and conditions stated herein;

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, the receipt and sufficiency of which is hereby acknowledged, CITY and SUPPLIER agree as follows:

1. SUPPLY OF SERVICES:

- A. Work Order/Services.** This Agreement standing alone does not authorize performance of Services or require CITY to place any orders. During the term of this Agreement, subject to the terms of a work order ("Work Order"), attached to this Agreement as Exhibit A agreed to by CITY and SUPPLIER, SUPPLIER shall provide the services, including any deliverables ("Services"), set forth in such Work Order. At a minimum, each Work Order will set forth a brief project description, the specific tasks, activities and deliverables to be performed, a timeline for performance and completion, a budget, and a payment schedule, with milestone payments where applicable. Each Work Order must be executed by the Parties prior to the commencement of Services thereunder. SUPPLIER shall use its best efforts to provide Services to CITY as described herein; to keep CITY advised of the progress of the work; to provide CITY with such reports, presentations, charts, graphs, and the like as are appropriate to the nature of the services to be performed hereunder; and to maintain complete files and records of all Services provided . Execution of a Work Order shall be an affirmative and irrefutable representation by SUPPLIER to CITY that SUPPLIER is fully familiar with any and all requisite work conditions related to the provisions of the services.
- B. Quality of Services.** SUPPLIER shall make no claim for additional time or money based upon its failure to comply with this AGREEMENT. SUPPLIER has informed CITY, and hereby represents to CITY, that it has extensive experience in performing and providing the services described in this AGREEMENT, and that it is well acquainted with the components that are properly and customarily included within such Services and the requirements of laws, ordinances, rules, regulations, or orders of any public authority or licensing entity having jurisdiction over CITY Projects. SUPPLIER shall diligently and in a professional and timely manner perform and provide the Services included in each Work Order. All Services to be provided shall in the minimum be in conformance with commonly accepted industry and professional codes and standards, standards of CITY, and the laws of any Federal, State, or local regulatory agencies. SUPPLIER shall be responsible for keeping apprised of any changing laws applicable to the services to be performed under this Agreement. SUPPLIER shall be responsible for the professional quality, accepted standards, technical accuracy and the coordination of all services furnished by SUPPLIER under this Agreement, as well as the conduct of its staff, personnel, employees, and agents. SUPPLIER shall work closely with the CITY on all aspects of the provision of the services. SUPPLIER shall be responsible for the professional quality, technical accuracy, competence, methodology, and the coordination of all of the following which are listed for illustration purposes and not as a limitation: documents, analysis, reports, data, plans, plats, maps, surveys, specifications, and any and all other services of whatever type or nature furnished by SUPPLIER under this Agreement. SUPPLIER shall, without additional compensation, correct or revise any errors or deficiencies in his plans, analysis, data, reports, designs, drawings, specifications, and any and all other services of whatever type or nature
- C. Schedule/Delivery.** Time is of the essence in the performance of this Agreement and any Work Order hereunder. SUPPLIER shall begin performing services upon execution by both Parties of the Work Order and written notification to proceed by CITY. SUPPLIER and CITY agree to make every effort to adhere to the schedules as described in each

Work Order. However, if SUPPLIER is delayed at any time in the provision of services by any act or omission of CITY or by any other supplier employed by CITY, the time of completion shall be extended for such reasonable time as the CITY may decide in its sole and absolute discretion. If SUPPLIER'S performance is affected by any event beyond its reasonable control, including fire, explosion, flood, or other acts of God; war, terrorist acts or civil commotion; strike, lock-out or labor disturbances; or failure of public utilities or common carriers, SUPPLIER shall not be liable in connection with this Agreement to the extent affected by such force majeure event; provided that SUPPLIER gives CITY immediate written notice of the force majeure event and exercises all reasonable efforts to eliminate the effects of the force majeure event on its performance as soon as and to the extent practicable. It is further expressly understood and agreed that SUPPLIER shall not be entitled to any damages or compensation, or be reimbursed for any losses, on account of any delay or delays resulting from any of the aforesaid causes or any other cause whatsoever.

- D. Change Orders.** No changes to a Work Order shall be made without the prior written approval of the Parties. The agreed upon changes shall be detailed in a Change Order. Each Change Order shall include a schedule of completion for the services authorized. Change Orders shall identify this Agreement and the appropriate Work Order number. Change Orders may contain additional instructions or provisions specific to the services to be provided. Such supplemental instructions or provisions shall not be construed as a modification of this Agreement. Execution of any Change Order shall constitute a final settlement and a full accord and satisfaction of all matters relating to the change including but not limited to scope, costs and adjustments to the schedule.
 - E. Supplier Designated Representative/Key Personnel.** SUPPLIER shall furnish a SUPPLIER Designated Representative to administer, review, and coordinate the provision of services under this Agreement and each Work Order. Upon request by CITY, SUPPLIER shall submit to CITY detailed resumes of key professional personnel that will be involved in performing services described in the Work Order. CITY hereby acknowledges its acceptance of such personnel to perform services under this Agreement. If, at any time, SUPPLIER desires to change key professional personnel in an active assignment, it shall submit the qualifications of the new professional personnel to CITY for prior approval. Key professional personnel shall include the principal-in-charge, project managers, and others interfacing with CITY personnel.
 - F. Replacement of SUPPLIER Personnel.** CITY reserves the right to reject at any time for any lawful reason whatsoever any of SUPPLIER'S personnel assigned by SUPPLIER in connection with any Work Order. SUPPLIER shall as soon as possible thereafter provide a replacement satisfactory to CITY. In no event shall performance of the Services be delayed or shall CITY be charged for any time required for any replacement SUPPLIER'S personnel to be trained to provide or become familiarized with the Services, whether the replacement is requested by CITY or not.
 - G. CITY Premises.** At all times while on CITY'S premises, SUPPLIER shall comply with all rules and regulations of CITY. SUPPLIER shall be responsible for its employees and agents while on CITY'S premises.
 - H. Ownership of Deliverables.** All deliverables, including any analysis, reference data, presentations, inventions, computer models, survey data, plans and reports, or any other form of written instrument or document and ideas made or conceived by SUPPLIER that result from or in connection with or during the performances of Services for CITY and any proprietary rights thereto, shall be the property of CITY. SUPPLIER agrees to assign, and does hereby assign, to CITY all right, title and interest of whatsoever kind and nature in and to all Deliverables and related proprietary rights. SUPPLIER shall execute, acknowledge, and deliver to CITY all such further papers as may be necessary to enable CITY to own, register, publish or protect said Deliverables and related proprietary rights in any and all countries and to vest title to said Deliverables and related proprietary rights in CITY. SUPPLIER grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use every document and all other materials prepared by the SUPPLIER for the CITY under this Agreement.
 - I. Acceptance Criteria.** For any milestone in which SUPPLIER submits a Deliverable, CITY shall have the right to review and test such deliverable for the functional requirements or acceptance criteria specified for such deliverable and shall notify SUPPLIER if there are any deficiencies. SUPPLIER shall use its best efforts to promptly cure any such deficiencies, and after completing any such cure, SUPPLIER shall resubmit the deliverable for review and testing as set forth above. Any applicable warranty period shall only commence after acceptance by CITY.
- 2. COMPENSATION:**
- A. Costs and Expenses.** Compensation to SUPPLIER for the services performed on each Work Order shall be as set forth in the Work Order/Change Order. CITY shall only reimburse SUPPLIER for out-of-pocket expenses such as gas, tolls, mileage, meals, etc., that are directly attributable to the performance of work under a Work Order and have been approved in writing in advance by an authorized representative of CITY.

- B. Invoicing.** Each Work Order shall be invoiced separately. As work progresses for services satisfactorily performed, SUPPLIER shall render to the CITY, at the close of each calendar month, an itemized detailed invoice properly dated, describing all services rendered, proper documentation of the cost of the services, the name and address of SUPPLIER, Work Order Number, Contract Number, the billing period, if applicable, and all other information required by this Agreement. SUPPLIER shall not send any invoices with respect to Services, and no claim from SUPPLIER for payment (including any amount for fees or expenses) will be allowed for any work done by SUPPLIER with respect to such Services, prior to the Parties' executing the Work Order and CITY issuing a purchase order to SUPPLIER with respect to Services. Work performed by SUPPLIER without written approval by the City's Designated Representative shall not be compensated. Any work performed by SUPPLIER without written approval by CITY is performed at SUPPLIER'S own election. Except for charges or expenses of SUPPLIER expressly set forth in the applicable Work Order, CITY shall not be responsible for any other charges or expenses of SUPPLIER or any mark-ups on any expenses of SUPPLIER. SUPPLIER shall submit invoices to CITY with supporting documentation for approved expenses, signed by the Authorized Representative. Original invoices should be submitted via email to ap@palmcoastgov.com.
- C. Payment Terms.** The Florida Prompt Payment Act shall apply when applicable. Invoices which are in an acceptable form to CITY and without disputable items will be processed for payment under the Prompt Payment Act., Fla. Stat. 218.23; payments shall be made by CITY to SUPPLIER not more than once monthly. SUPPLIER shall continue to perform during any dispute of an invoice.
- D. Financial Reconciliation.** At the completion or termination of the Services and before the final payment will be made, SUPPLIER shall, upon request by CITY, provide CITY with a financial reconciliation of funds paid by CITY and tasks completed or partially completed.

3. TERM AND TERMINATION:

- A. Term.** This Agreement shall take effect on the Effective Date and shall terminate at the end of two (2) years. Following the initial term and at the sole option of CITY, this Agreement may be renewed for three (3) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Work Orders and Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Work Orders shall remain in effect until delivery and acceptance of the work authorized by the Work Order as well as during periods of warranty and guarantee.
- B. Termination By CITY.**
- i. Termination Without Cause. CITY may terminate this Agreement at any time upon fifteen (15) days prior written notice; provided however, that any Work Order entered into shall survive such termination under the terms of this Agreement until the conclusion of such Work Order unless such Work Order is specifically terminated. CITY may terminate any incomplete Work Order at any time and for any or no reason upon written notice to SUPPLIER. In the event of such termination, SUPPLIER shall immediately cease all work in connection with the applicable Work Order after receipt of written notice from CITY unless such notice expressly provides otherwise.
 - ii. Termination for Cause. CITY may terminate this Agreement for cause at any time upon written notice allowing SUPPLIER five (5) days to remedy the breach. Cause shall include but is not limited to:
 1. If, in CITY'S opinion, adequate progress under a Work Order is not being made by SUPPLIER; or
 2. If, in CITY'S opinion, the quality of the services provided by SUPPLIER is/are not in conformance with commonly accepted professional standards, standards of CITY, the requirements of Federal or State regulatory agencies, and SUPPLIER has not corrected such deficiencies in a timely manner as reasonably determined by CITY; or
 3. SUPPLIER or any employee or agent of SUPPLIER is indicted or has a direct charge issued against him for any crime arising out of or in conjunction with any work that has been performed by SUPPLIER; or
 4. SUPPLIER becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors; or
 5. SUPPLIER violates the Standards of Conduct provisions herein or any provision of State or local law or any provision of the City Code of Conduct.

- iii. Except where CITY terminates for cause, SUPPLIER shall be entitled to payment for any work performed and accepted by CITY and any CITY approved expenses irrevocably committed prior to the effective date of termination. CITY shall be entitled to an appropriate refund for any amounts advanced to SUPPLIER for Services not yet performed as of the effective date of termination. SUPPLIER shall not be entitled to any damages for such early termination of Services. In no event shall CITY be responsible for any amounts in the aggregate greater than (i) the total that would have been due under such Work Order or (ii) the value of the work done by SUPPLIER in accordance with such Work Order and this Agreement with respect thereto prior to termination, whichever is less.
 - iv. Within five (5) days from the effective date of termination, SUPPLIER shall provide or make available to CITY all materials provided by CITY to SUPPLIER and all CITY materials, including any work-in-progress and all full and partial copies thereof, and shall also submit an invoice to CITY in accordance with the pricing set forth in such Work Order for all work done by SUPPLIER in accordance with such Work Order and this Agreement with respect thereto prior to termination.
- C. Termination By SUPPLIER.** SUPPLIER shall have the right to terminate this Agreement or any Work Order hereunder by way of a written notice, if CITY commits a material breach of the Agreement or a Work Order hereunder and fails to remedy such breach within fifteen (15) days after receipt of written notice of default.
- D. Cooperation.** Upon receipt of a notice for any termination of this Agreement and any Work Order hereunder, the Parties shall cooperate with each other and use all commercially reasonable efforts to effect a smooth transition process.
- E. Survivability.** The terms of this Agreement shall survive in full force and effect as to any incomplete Work Orders and Purchase Orders issued prior to the expiration of this Agreement and such Work Orders and Purchase Orders shall continue to be subject to this Agreement until such Work Orders and Purchase Orders are completed or terminated in accordance with this Agreement.

4. REPRESENTATIONS AND WARRANTIES.

A. SUPPLIER represents and warrants the following:

- i. The Services shall be performed strictly in accordance with and conform to this Agreement, the applicable Work Order and any applicable industry standards and practices.
 - ii. The Services shall be provided by qualified personnel, suitably skilled and trained in the performance of the Services, and performed in a diligent and professional manner.
 - iii. SUPPLIER has obtained, at its sole and exclusive expense, any and all permits, licenses, permissions, approvals or similar consents required to perform the Services.
 - iv. All deliverables, material, supplies or goods provided by SUPPLIER shall be free from defects and be of merchantable quality.
 - v. All deliverables provided shall be original and shall not infringe any copyright or violate any rights of any persons or entities whatsoever, except that SUPPLIER shall not be responsible for any claim arising solely from SUPPLIER'S adherence to CITY'S written instructions or directions which do not involve items of SUPPLIER'S origin, design or selection.
 - vi. SUPPLIER shall comply with Federal, State, and local environmental, health, and safety laws and regulations applicable to the Services provided to the City. SUPPLIER agrees that any program or initiative involving the work that could adversely affect any personnel involved, citizens, residents, users, neighbors or the surrounding environment shall ensure compliance with any and all employment, safety, environmental and health laws.
- B.** Without limiting any other rights that CITY may have, CITY reserves the right to refuse any Services if SUPPLIER does not, or the Services do not, conform to the foregoing. Acceptance of any part of the Services shall not bind CITY to accept any non-conforming Services simultaneously provided by SUPPLIER, nor deprive CITY of the right to reject any previous or future non-conforming Services.

- C. The representations and warranties contained herein are deemed to be material obligations and shall survive any payment by CITY and shall survive any termination or expiration of this Agreement and any termination or completion of any or all Work Orders.

5. INDEMNIFICATION/SOVEREIGN IMMUNITY AND INSURANCE.

- A. **Indemnification.** SUPPLIER shall indemnify and hold harmless CITY, and its officers and employees, from and against liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent the foregoing are caused by the negligence, recklessness, or intentionally wrongful conduct of the SUPPLIER and other persons employed or utilized by the SUPPLIER in performance of this Agreement, including damage to persons or property. The indemnification obligations herein shall not be limited to the amount of insurance coverage required herein or benefits payable by or for SUPPLIER or its agents under worker's compensation acts, disability benefits acts, or other employee benefits acts. This indemnification provision shall survive any termination or expiration of this agreement. PURSUANT TO FLORIDA STATUTES SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE IF THE REQUIREMENT OF THIS SECTION ARE MET.
- B. **Sovereign Immunity.** CITY expressly retains all rights, benefits and immunities of sovereign immunity and nothing herein shall be deemed to affect the rights, privileges, and immunities of City as set forth in Section 768.28, Florida Statutes.
- C. **Insurance.** SUPPLIER shall, at SUPPLIER'S own cost, procure insurance in accordance with Exhibit "B" Insurance Requirements, attached hereto and made a part hereof.

6. ALTERNATIVE DISPUTE/CONFLICT RESOLUTION.

- A. In the event of a dispute related to any performance or payment obligation arising under this Agreement, the Parties agree to exhaust the conflict resolution procedures reasonably imposed by CITY prior to filing suit or otherwise pursuing legal remedies.
 - B. SUPPLIER agrees that it will file no suit nor otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in the dispute resolution procedures set forth in subsection (A) of this Section.
 - C. In the event that the CITY'S dispute resolution procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the Parties shall exercise their best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be reasonably imposed by CITY. The costs of voluntary mediation shall be shared equally among the Parties participating in the mediation.
- 7. ASSIGNMENT.** SUPPLIER shall not assign this Agreement, any rights hereunder or any monies due or to become due, nor delegate or subcontract any obligations or work, without the prior written consent of CITY, and any such purported assignment without such written consent shall be void. This Agreement shall be binding on SUPPLIER'S heirs, executors, legal representatives, successors and permitted assigns.
- 8. AUDIT OF BOOKS AND RECORDS.** SUPPLIER shall maintain all books, documents, papers, accounting records and other evidence pertaining to this Agreement during the term of this Agreement and for five (5) years subsequent to the expiration or termination of this Agreement and/or final payment whichever is later. CITY or CITY'S authorized representative, may at all reasonable times during the term of this Agreement and for five (5) years thereafter and upon reasonable notice, inspect and audit the books, documents, papers, accounting records and other evidence pertaining to this Agreement and SUPPLIER shall make such materials available at SUPPLIER'S office upon CITY'S request. In the event any audit or inspection conducted after final payment reveals any overpayment by CITY under the terms of this Agreement, SUPPLIER shall refund such overpayment to CITY within thirty (30) days of notice by CITY. SUPPLIER agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
- 9. AUTHORIZED REPRESENTATIVE.** Each party hereto represents to the other that it has undertaken all necessary actions to execute this Agreement, and that it has the legal authority to enter into this Agreement, and to undertake all obligations imposed on it. The person(s) executing this Agreement for SUPPLIER certifies/certify that he/she/they is/are authorized to bind SUPPLIER fully to the terms of this Agreement.

10. CHOICE OF LAW/JURISDICTION. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. In any action or proceeding required to enforce or interpret the terms of this Agreement, venue shall be of the Seventh Judicial Circuit in and for Flagler County, Florida, or the Middle District of Florida in Orlando, FL., if in federal court.

11. COMPLIANCE WITH LAWS. SUPPLIER agrees to comply with all Federal, State, and City laws, ordinances, regulations, and codes applicable to the Services including, but not limited to, the following:

A. Discrimination/ADA. SUPPLIER shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability and shall take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin, or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. SUPPLIER, moreover, shall comply with all the requirements as imposed by the Americans with Disability Act, the regulations of the Federal government issued thereunder, and any and all requirements of Federal or State law related thereto. If SUPPLIER or an affiliate is placed on a discriminatory vendor list, such action may result in termination by CITY. SUPPLIER shall certify, upon request by CITY, that it is qualified to submit a bid under Section 287.134, Discrimination, (2) (c), Florida Statutes.

B. Drug Free Workplace. SUPPLIER shall certify, upon request by CITY, that SUPPLIER maintains a drug free workplace policy in accordance with Section 287.0878, Florida Statutes. Failure to submit this certification may result in termination.

C. Immigration. CITY shall not intentionally award publicly-funded contracts to any SUPPLIER who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) Section 274A(e) of the Immigration and Nationally Act (INA)]. CITY shall consider the employment by SUPPLIER of unauthorized aliens, a violation of Section 274A (e) of the INA.

D. Conflict of Interest.

- i. SUPPLIER hereby certifies that no undisclosed conflict of interest exists with respect to the Agreement, including, but not limited to, any conflicts that may be due to representation of other clients, customers or vendees, other contractual relationships of SUPPLIER, or any interest in property that SUPPLIER may have.
- ii. SUPPLIER shall not engage in any action that would create a conflict of interest for any CITY employee or other person during the course of performance of, or otherwise related to, this Agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.
- iii. SUPPLIER further certifies that any conflict of interest that arises during the term of this Agreement shall be immediately disclosed in writing to CITY.
- iv. Violation of this Section shall be considered as justification for immediate termination of this Agreement.

12. CONTRACT DOCUMENTS. The RFSQ and all submissions prepared by SUPPLIER in response to the RFSQ are incorporated herein by reference to the extent not inconsistent with the terms and conditions as set forth herein. Each Exhibit referred to and attached to this Agreement is an essential part of this Agreement. The Exhibits and any amendments or revisions thereto, even if not physically attached hereto, shall be treated as if they are part of this Agreement.

13. ENFORCEABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement. The waiver of a breach of any term or condition of this Agreement or Purchase Order hereunder shall not be deemed to constitute the waiver of any other breach of the same or any other term or condition hereunder. In addition, neither CITY'S review, approval or acceptance of, nor payment for, any Goods provided hereunder shall be construed to operate as a waiver of any rights under this Agreement or the Purchase Order.

14. ENTIRE AGREEMENT. This Agreement shall constitute the entire understanding of the Parties and shall not be changed, amended, altered or modified except in writing and signed by authorized representatives of the Parties with the same formality and equal dignity herewith. All prior agreements, whether written or oral between the Parties

relating to the subject matter hereof are superseded by this Agreement and are of no further force or effect. Accordingly, it is agreed that no deviation from the terms of this Agreement shall be predicated upon any prior representations or agreements, whether oral or written. No term included in any invoice, estimate, confirmation, acceptance or any other similar document in connection with this Agreement or a Work Order hereunder shall be effective unless expressly stated otherwise in a writing signed by authorized representatives of the Parties with the same formality and equal dignity herewith. Any amendments to this Agreement must be in writing signed by both Parties. In the event of a conflict between this Agreement and a Work Order or any other writing, this Agreement controls over such inconsistent or additional terms.

15. EXCLUSIVITY. The Parties agree that CITY hereunder is not guaranteeing that any minimum amount of Services will be ordered from SUPPLIER under this Agreement. The relationship between SUPPLIER and CITY is not one of exclusivity. Without limiting the foregoing, SUPPLIER agrees that CITY has the right to benchmark, whether formally or informally, any services offered by SUPPLIER or any terms of this Agreement or any Work Order and to competitively bid any project it may have.

16. INDEPENDENT CONTRACTOR. The relationship of the Parties established by this Agreement and all Work Orders is that of independent contractors. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the Parties, or as making the SUPPLIER, (including its officers, employees, and agents), the agent, representative, or employee of CITY for any purpose, or in any manner, whatsoever. Persons employed by SUPPLIER in the performance of Services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to CITY'S officers and employees either by operation of law or by CITY.

17. INTERPRETATION. This Agreement is the result of bona fide arms length negotiations between CITY and SUPPLIER 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.

18. NOTICES. Whenever either party desires to give notice to the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the Parties designate the following as the respective places for giving of notice:

FOR CITY:

The City Manager
City of Palm Coast
160 Lake Avenue
Palm Coast, Florida 32164

FOR SUPPLIER:

David S. Robertson, P.G.
Connect Consulting, Inc.,
261 N. Lakeview Drive
Lake Helen, Florida 32744

19. ORDER OF PRECEDENCE. In the event of a conflict between the terms and conditions of this Agreement and any related exhibits, attachments, proposals, or Work Orders, the terms of this Agreement shall take precedence and control over those of the exhibit, attachment, proposal, or Work Order unless otherwise agreed to in writing by all Parties. In the event of a conflict between the terms and conditions of a Work Order and any related exhibits, attachments, or proposals, the terms of the Work Order shall take precedence and control over those of the exhibit, attachment, or proposal thereto unless otherwise agreed to in writing by all Parties.

20. PUBLIC RECORDS LAW.

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 SUPPLIER 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, SUPPLIER shall:

- i. Keep and maintain all public records required by CITY to perform the Services herein; and
- ii. Upon request from CITY'S custodian of public records, provide 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

- iii. 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 SUPPLIER does not transfer the records to CITY; and
 - iv. Upon completion of the Agreement, transfer, at no cost, to CITY all public records in possession of SUPPLIER or keep and maintain public records required by CITY to perform the Services herein. If SUPPLIER transfers all public records to CITY upon completion of the Agreement, SUPPLIER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If SUPPLIER keeps and maintains public records upon completion of the Agreement, SUPPLIER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY'S custodian of public records, in a format compatible with the information technology systems of CITY.
- B.** All requests to inspect or copy public records relating to the Agreement shall be made directly to 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 CITY. A contractor who fails to provide the public records to CITY within a reasonable time may be subject to penalties pursuant to Section 119.10, Florida Statutes. Further, SUPPLIER shall fully indemnify and hold harmless CITY, its officers, agents and employees from any liability and/or damages, including attorney's fees through any appeals, resulting from SUPPLIER'S failure to comply with these requirements.
- C. IF THE SUPPLIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS, ATTN: VIRGINIA SMITH, CITY CLERK, AT 386-986-3713, vsmith@palmcoastgov.com, 160 LAKE AVENUE, PALM COAST, FLORIDA 32164.**
- 21. SEVERABILITY.** If any term, provision or condition contained in this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable, shall not be affected thereby, and each term, provision, and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law when consistent with equity and the public interest.
- 22. SUBCONTRACTORS.** In the event that SUPPLIER, during the course of this Agreement, requires the Services of any subcontractors or other professional associates in connection with performance of this Agreement or any Work Order, SUPPLIER must first secure CITY'S prior express written approval. Any subcontract shall be in writing and shall incorporate this Agreement and require the subcontractors to assume performance of SUPPLIER'S duties commensurately with SUPPLIER'S duties to CITY under this Agreement, it being understood that nothing herein shall in any way relieve SUPPLIER from any of its duties under this Agreement or any Work Order hereunder. SUPPLIER shall remain fully responsible for the performance of subcontractors or other professional associates. SUPPLIER shall provide CITY with executed copies of all subcontracts.
- 23. WAIVER.** The failure of CITY to insist in any instance upon the strict performance of any provision of this Agreement, or to exercise any right or privilege granted to CITY hereunder, shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date below written for execution by the CITY.

CITY OF PALM COAST

CONNECT CONSULTING, INC.,

DocuSigned by:
By: Matthew Morton
28DF7AEB7692454...

Print: Matthew Morton

Title: City Manager

Date: Feb 21, 2020 | 7:17 AM EST

DocuSigned by:
By: David S. Robertson
(Authorized Corporate Officer)
753D9A74B2F14C2...

Print Name: David S. Robertson

Title: President

Date: Feb 18, 2020 | 11:23 AM EST

Exhibits

A - Work Order Template Form

B - Insurance Requirements

Exhibit A - Work Order Template Form



Work Order # _____ PO# _____ Project Mgr. _____

SUPPLIER NAME: _____

Contract Project Title _____ Work Order Project Title _____

Contract Bid # _____ Work Order Bid # _____

Contract Resolution # _____ Work Order Resolution # _____

TOTAL COST: \$ _____

1. **INCORPORATION BY REFERENCE** The provisions of the Contract referenced above dated _____ ("Agreement") are hereby expressly incorporated by reference into and made a part of this Work Order.
2. **METHOD OF COMPENSATION** (chose one): _____ FIXED FEE/LUMP SUM _____ UNIT BASED/ NOT TO EXCEED*
3. **PRICING** (chose one): _____ ATTACHED _____ INCLUDED IN CONTRACT
4. **SCHEDULE** (chose one): _____ AS NEEDED BASIS _____ SHALL BE COMPLETED BY - ____/____/20____
5. **DESCRIPTION OF SERVICES** (chose one): _____ ATTACHED _____ INCLUDED IN CONTRACT
6. **OTHER ATTACHMENTS TO THIS WORK ORDER:** _____ No _____ Yes If yes, identify: _____
7. **MISCELLANEOUS:** _____
8. **TIME IS OF THE ESSENCE:** The obligation of Supplier to perform services shall commence upon execution of this Work Order and shall be completed as set forth above. Time is of the essence. Failure to meet the completion date shall be a material default and may be grounds for termination of this Work order and the Agreement.
9. **CONFLICT:** In the event of a conflict between the terms and conditions of the Agreement and this Work Order, the terms of the Agreement shall govern unless otherwise agreed to in writing by all parties. In the event of a conflict between the terms and conditions of this Work Order and any attachments, the terms of this Work Order shall govern unless otherwise agreed to in writing by all parties.

WITNESS WHEREOF, the parties hereto have made and executed this Work Order on this _____ day of _____, 20____, for the purposes stated herein.

SUPPLIER APPROVAL

By: _____

Print: _____

Title: _____

Date: _____

CITY APPROVAL

By: _____

Print Name: _____

Title: Assistant City Manager or Designee

Date: _____

BPO Use Only:

Req # _____

Requisition Creator _____

Select one: _____ New PO _____ Increase to Existing/ P.O. Adjustment

EXHIBIT B

Insurance Requirements

1. GENERAL.

- 1.1.** Prior to performance under this Agreement, SUPPLIER shall furnish CITY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required in Section 3 below. CITY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy using CG 1185 or its equivalent, as well as additional insured under the business auto policy. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by SUPPLIER and shall be maintained in force until the Agreement completion date. The insurance provided by SUPPLIER shall apply on a primary basis and any other insurance or self-insurance maintained by CITY or CITY'S officials, officers, or employees shall be in excess of and not contributing with the insurance provided by or on behalf of SUPPLIER. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis. The Certificate of Insurance shall provide that CITY shall be given not less than thirty (30) days written notice prior to the modification, cancellation or restriction of coverage.
- 1.2.** Until such time as the insurance is no longer required to be maintained by SUPPLIER, SUPPLIER shall provide CITY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided. In addition to providing the Certificate of Insurance, if required by CITY, SUPPLIER shall, within thirty (30) days after receipt of the request, provide CITY with a certified copy of each of the policies of insurance providing the coverage required.
- 1.3.** SUPPLIER waives all rights against CITY for recovery of damages to the extent covered by Commercial General Liability, Commercial Umbrella Liability, Business Auto Liability or Workers Compensation and Employers Liability insurance maintained per requirements herein.
- 1.4.** Neither approval by CITY nor failure to disapprove the insurance furnished by a subcontractor or another supplier shall relieve SUPPLIER of SUPPLIER'S full responsibility for performance of any obligation including SUPPLIER indemnification of CITY under this Agreement.
- 1.5.** It shall also be the responsibility of SUPPLIER to ensure that all of its subcontractors performing Services under this Agreement are in compliance with the insurance requirements of this Agreement as defined above.
- 1.6.** Compliance with the insurance requirements set forth herein shall not relieve SUPPLIER, its employees or agents of liability from any indemnification obligation under this Agreement.
- 1.7.** Nothing herein shall be construed as a waiver of sovereign immunity by CITY beyond the limits set forth in Section 768.28, Florida Statutes.

2. INSURANCE COMPANY REQUIREMENTS.

- 2.1.** SUPPLIER shall obtain or possess and continuously maintain the coverage from a company or companies, with a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best CITY. Companies issuing policies other than Workers' Compensation, must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 440.57, Florida Statutes.
- 2.2.** If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: 1) lose its Certificate of Authority, 2) no longer comply with Section 440.57, Florida Statutes, or 3) fail to maintain the requisite Best's Rating and Financial Size Category, SUPPLIER shall, as soon as SUPPLIER has knowledge of any such circumstance, immediately notify CITY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as SUPPLIER has replaced the unacceptable insurer with an insurer acceptable to CITY, SUPPLIER shall be deemed to be in default of this Agreement.

- 3. COVERAGE.** Without limiting any of the other obligations or liability of SUPPLIER, SUPPLIER shall, at SUPPLIER'S sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the minimum

requirements set forth in this subsection. The amounts and types of insurance shall conform to the following minimum requirements:

3.1. Workers' Compensation/Employer's Liability.

A. Workers Compensation Coverage SUPPLIER'S insurance shall cover SUPPLIER for liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. SUPPLIER will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both SUPPLIER and its subcontractors is outlined in subsection (b) below. In addition to coverage from the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act and any other applicable Federal or State law. Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

B. Employers Liability Coverage

\$500,000.00	(Each Accident)
\$500,000.00	(Disease-Each Employee)
\$500,000.00	(Disease-Policy Limit)

3.2. Commercial General Liability.

Using the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability:

LIMITS	
General Aggregate (per project)	\$2,000,000.00 or 2x Per Occurrence (whichever is greater)
Personal & Advertising Injury Limit	\$1,000,000.00
Each Occurrence Limit	\$1,000,000.00

The CGL limits may be satisfied by a combination of primary CGL and Umbrella/Excess coverage. When Umbrella/Excess is provided it shall follow form.

3.3. Business Auto Policy.

SUPPLIER'S insurance shall cover SUPPLIER for those sources of liability which would be covered by Part IV of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements. Coverage shall include owned, non-owned and hired autos.

The minimum limits to be maintained by SUPPLIER (inclusive of any amounts provided by an Umbrella or Excess policy) shall be per accident combined single limit for bodily injury liability and property damage liability. If the coverage is subject to an aggregate, SUPPLIER shall maintain separate aggregate limits of coverage applicable to claims arising out of or in connection with the work under this Agreement. The separate aggregate limits to be maintained by SUPPLIER shall be a minimum of three (3) times the per accident limit required and shall apply separately to each policy year or part thereof.

The minimum amount of coverage under the Business Auto Policy shall be:

LIMITS	
Each Occurrence Bodily Injury and	\$1,000,000.00
Property Damage Liability Combined	

3.4. Professional Liability: SUPPLIER shall provide professional liability insurance as well as errors and omission insurance in a minimum amount of \$1,000,000 CSL or its equivalent, with a combined single limit of not less than \$1,000,000, protecting SUPPLIER against claims of the City for negligence, errors, mistakes, or omissions in the performance of Services to be performed and furnished by SUPPLIER.



Central Florida Office
1210 Emmel Road
Lake Helen, FL 32744
Office: 386-473-7766
Email: drobertson@cciwater.com

Water Resource Consultants

September 17, 2024

James Mitchell
Water Treatment Manager
Dyal Water Treatment Plant
City of Cocoa Florida
65 Stone Street
Cocoa, FL 32922

Re: Fiscal Year 2025 Wellfield Evaluation and Rehabilitation Proposal

Dear Mr. Mitchell,

Connect Consulting, Inc. (CCI) is pleased to submit our Fiscal Year (FY) 2025 proposal to assist the City of Cocoa (City) with the hydrogeologic evaluations, rehabilitation and repairs, and upgrades of selected Public Water Supply (PWS) wells in the City's wellfield. This project is designed to maintain and restore the yield of existing wells and increase the reliability of the wellfield to meet the current and future water demand. Specific tasks in this proposal have been developed with input and discussions with City staff.

Discussion

The City of Cocoa supplies water to customers in their service area from both ground and surface water sources. The surface water source consists of the Taylor Creek reservoir. The ground water sources consist of the Intermediate and Upper Floridan aquifers (UFA). Ground water is developed from a series of 49 wells, the first of which were constructed in the 1950's and are still in service today. In summary, the wells operated by the City consist of four (4) different types of wells as follows:

1. Screened gravel-packed wells completed into the Intermediate aquifer
2. Moderate yield, open hole wells completed into the UFA
3. High yield, open hole wells completed into the UFA
4. Aquifer Storage and Recovery (ASR) wells

The City's wells are permitted under the Consumptive Use Permit (CUP) (No. 50245-10) issued by the St. Johns River Water Management District (SJRWMD) in September 2023. As with all wells and well fields, individual wells have a life cycle. Given the cost of new wells, including well site acquisition, CUP/water allocation issues, ground water impacts, well head/raw water piping costs, power and remote operation issues, periodic evaluation and rehabilitation/repair or replacement of existing wells is cost effective in extending a well's life cycle.

Based on discussions with the City's water utility staff, the City wants to continue to conduct evaluations of and to rehabilitate, repair, or replace wells as needed, in order to maintain, restore, and enhance the reliable, firm wellfield capacity.

Previous Work Completed

A summary of previous work completed by fiscal year is shown below:

2012

- Evaluation and Rehabilitation of T-Wells 2T, 3T, 5T, 6T, 7T, 8T, 9T, 10T, 11T, 12T, 13T, 14T, 15T, and 16T

2013

- Evaluation and Rehabilitation of the seven (7) Martin wells 38 - 43
- Evaluation of wells 14, 15, and 22

2014

- Evaluation of wells 1T, 4T, 7A, 17, and 20
- Conducted rehabilitation on well 1T
- Rehabilitation and modification of well 7A
- Limited rehabilitation of wells 17 and 20
- Replacement of pumps in wells 17 and 20
- Evaluation and pump installation in well 24

2015

- Evaluation of well 18
- Pump repairs and/or replacement on wells 18, 20, 24, and 25
- Rehabilitation of wells 18 and 24
- Remove and re-install the submersible well pumps in 11 of the 14 T-wells currently in service to document the specific pump and motors in each of the wells

2016

- Evaluation of wells 12A and 16
- Pump and piping repairs to wells 2T, 3T, 12T, 12A, 39, and 41
- Conducted a valve replacement program on wells 20, 22, 23, 24, and 25
- Evaluation of ASR wells, R-2, and R-10
- Conducted wellhead and pump service work on ASR wells R-8 and R-9
- Conducted a complete round of water quality sampling and analysis on 46 of 49 wells as part of an overall evaluation of the well field water quality, primarily associated with increasing salinity and chloride levels in the UFA wells

2017

- Evaluation of wells 19 and 21
- Conducted pump repairs and/or replacement on wells 6T, 19, and 21
- Conducted well rehabilitation on well 19
- Furnished pressure transducers for 15 wells
- Continuation of the valve replacement/wellhead upgrade program started in 2016, including work on wells 6T, 14, 17, 19, 22, and 25

2018

- Evaluation of wells 1, 3, 7T, 21, and ASR well R-1
- Conducted pump repairs and/or replacement on wells 1, 3, 7T, 10T, 12T, 15T, and 21
- Conducted well modification and rehabilitation on well 21
- Performed repairs to USGS monitoring well Cocoa B

2019

- Evaluation of wells 4A1, 23, and 25
- Conducted pump repair/replacement on wells 4A1, 23, 25, and 40
- Completed a well modification and chemical rehabilitation of well 23

2020

- Evaluation of wells 10T, 11T, 13R
- Pump repair/replacement on wells 10T, 11T, 13R, 21, 24, and 40
- Pump motor replacement on wells 14, 16, and 25
- Well modification on well 13R and ASR R-10
- Well rehabilitation on wells 10T, 11T and 13R

2021

- Evaluation of wells 9T, 12B, 16T
- Pump repair/replacement on wells 7T, 16T, 14, 20, and 39
- Pump motor replacement on wells 14 and 22
- Well modification on wells 12B, 20, and ASR R-10
- Well rehabilitation on wells 7T, 16T, and 20
- Well Instrumentation/Repair on ASR wells R-3, R-5, R-6, R-9, CVS-2

2022

- Pump and/or motor repair/replacement – Wells 2, 10, 12B, 17, 18, 23, 38, 42, 9T, 12T, 15T, 16T
- Well evaluations – Wells 2, 12B, 12T, 15T
- Well rehabilitation – Wells 12B, 9T, 12T, 15T, ASR R-10
- Well modification – Well 12B, ASR R-10

2023

- Pump and/or motor repair/replacement – Wells 4A1, 7T, 12B, 18, 21, 22, 23, 43, 44, ASR R-7, R-10
- Well rehabilitation – Well 18 flow testing, disinfection, and soft starter

2024

- Pump and/or motor repair/replacement – Wells 4, 8, 19, ASR R-10
- Well evaluations – Wells 4, 8, and 7T
- Well rehabilitation – Well 12B
- Pump & motor retrieval – Well 4

Approach and Scope of Work

The scope of work included in this proposal is a continuation of the wellfield evaluation and rehabilitation work and includes conducting evaluations on wells; modification and/or rehabilitation of wells; pump repair/replacement; and other well-specific tasks identified by City staff during the FY as needed. The primary and typical services that we propose to conduct include the following:

Evaluation of Public Water Supply Wells

CCI has completed hydrogeologic evaluations on 43 out of 48 wells since 2011. CCI proposes to conduct updated evaluations on the screen and gravel pack wells, known as the T-wells, which are completed into the Intermediate aquifer. In addition, evaluations will be conducted on any of the UFA wells on an as-needed basis to provide performance and water quality data that can be used to assess the need for potential well rehabilitation and/or modification. Access to some of these wells requires the removal of the metal roofing assembly. A crane is required to remove the roof and also the well pump. In general, the evaluations will be conducted by setting a test pump and conducting static and pumped geophysical logs/borehole video survey. A specific capacity pumping test with field water quality sampling will be conducted at the same time.

The specific tasks include:

1. Remove and field inspect the pump, motor, and column.
2. Conduct an evaluation of each well, including:
 - a. Conduct static geophysical logs, including caliper, electric (long and short normal resistance and self-potential), gamma ray, fluid resistivity, fluid temperature, and fluid velocity.
 - b. Conduct dynamic (pumped) geophysical logs, including fluid resistivity, fluid temperature, and fluid velocity.
 - c. Conduct static and dynamic borehole video surveys of each well.
 - d. Conduct a specific capacity pumping test on each well.
3. Perform pump repairs and/or replacement (as needed and based on level of repair/available budget).
4. Re-install, adjust, flow-test the pump, and disinfect the well.
5. Provide a summary memorandum of the results of the well evaluations and develop proposed recommendations for further work.

Well Pump Evaluation, Repair, and Replacement

CCI will provide as-needed pump and motor service work on wells. This may be in connection with the proposed well evaluations or as standalone tasks. The specific tasks associated with pump evaluation, repair, and/or replacement include:

1. Remove and field inspect the pump, motor, and column.
2. Perform pump repairs and or replacement (as needed and based on level of repair vs. replacement).
3. Re-install, adjust, flow-test the pump, and disinfect the well.
4. Provide a summary memorandum of the results of the well pump work and provide recommendations for further work.

Well Modification and/or Rehabilitation

Depending on the results of the well evaluations, modification, and/or rehabilitation of a select number of wells have been included in this proposal. The specific wells to be modified and/or rehabilitated include wells evaluated in previous years and/or the wells proposed for evaluation in FY 2023 and 2024, including Well 7T. Well modifications may include, back plugging of wells to address water quality concerns or installation of liner casings to repair or establish proper grout seal on the production casings or temporary liner well screens. Well rehabilitation may include cleaning and redevelopment of well screens, chemical treatment, and other well stimulation techniques.

Removal of Well Pumps and Debris

This task includes providing labor, equipment, and materials that may be required to remove a variety of debris inside the wells. Over the last several years, CCI has found debris in many of the wells that we have worked on since 2011. Debris may include old pumps, old pump components, column pipe, cone strainers, wire, and other miscellaneous debris.

Instrumentation Installation

This task includes furnishing labor and materials to install various well-related monitoring instrumentation, including, but not limited to level (pressure) sensors, pressure transmitters, water quality sensors, and flowmeters. Services will be provided on an as needed basis and based on direction from City staff.

Discharge Piping and Wellhead Upgrades

This task includes furnishing labor and materials to replace and/or modify the discharge piping, bypass piping, check valves, pressure sustaining valves, isolation valves, and air relief valves. Services will be provided on an as needed basis and based on direction from City staff.

Team

CCI will team with qualified and experienced water well contractors and other specialty service providers such as TV survey and geophysical logging contractors, pump evaluation and repair vendors, and chemical suppliers as needed for each task/well as shown in **Table 1**. We have worked with each of these partners in the past and propose the following team:

Table 1 - Teaming Partners

<i>Service Provider</i>	<i>Service</i>
Ullrich's Pitcher Pump Freeman Well Drillers	Well Rehabilitation/Repairs Well Rehabilitation/Repairs
Advanced Borehole Services RM Baker	TV Survey/Geophysical Logging TV Survey/Geophysical Logging

Service Provider	Service
AY McDonald	Pump and Motor Services
Flowserve	Pump and Motor Services
Grundfos	Pump and Motor Services
Franklin	Pump and Motor Services
Preferred Pump	Pump Services
Hi-Flow Pump and Machine	Pump Services
Brenntag	Chemicals/Additives
Hawkins Group	Chemicals/Additives

Cost

In general, the approaches outlined above apply to each well. However, the general protocol may be modified based on the results of the initial evaluations and/or other data. The geophysical logs/borehole video survey will provide well-specific information which may result in the modification of the approach as needed. We have proposed to conduct this work on a well-specific basis to identify what work is needed (based on the geophysical logs/borehole video survey) at each well before finalizing a well-specific plan. It is our understanding that the City plans to continue utilizing (piggy-back) our current Hydrogeologic Services Contract that we hold with the City of Palm Coast, Florida. This contract, a copy of which has been provided to City staff, is a Task Order-type contract. Our labor rates for professional services contained in the Palm Coast contract are shown in a labor rate table at the end of this proposal.

In addition, CCI and our teaming partners will provide the necessary manpower, equipment, and materials needed to carry out the work efforts proposed for each well. Project-specific billing rates for these services are detailed in the rate tables included with this proposal. Based on our past experience, the projected costs the City can expect for this scope of work are listed in **Table 2**.

Table 2 - Projected Cost Summary for FY 2025 Work

Task	Description	Projected Cost/Well	Projected Subtotal Cost
1	Well Evaluations (7T, Well 14, other wells as needed)	\$25,000	\$75,000
2	Well Modification/Rehab (7T, other wells TBD)	\$TBD	\$50,000
3	Pump Repairs/Replacement (9T, 15T, 14, as needed)	\$TBD	\$75,000
4	Debris Removal (Well 4)	\$TBD	\$10,000
5	ASR/PWS Well Instrumentation Installation (R-10)	\$TBD	\$20,000
6	Wellhead Valve & Piping Work (8, other wells as needed)	\$TBD	\$20,000
Total			\$250,000

For budgeting purposes, we have developed engineering estimates for various well rehabilitation tasks that may be used for the wells proposed for evaluation this FY based on the findings from the well evaluations. **Table 3** outlines the estimated costs for these well rehabilitation costs. Actual costs to perform the various services will be developed once a specific approach has been determined for each well.

Table 3 – Engineering Estimates for Potential Well Rehabilitation Services

Category	Description	Estimated Cost/Well
1	Well liner installation	\$50,000
2	Well acidization	\$40,000
3	Back Plugging (Mobilization & Cementing up to 80 LF)	\$18,000

We appreciate the opportunity to provide these services to the City of Cocoa.

Please contact me if you have any questions.

Sincerely

Connect Consulting, Inc.

David S. Robertson

David S. Robertson, P.G.
Principal Hydrogeologist

Cc: Rachel Unruh
Thomas Freeman
Gary Eichler
James Andersen

City of Cocoa FY 2025 Billing Rate Tables

Professional Labor Rates

<i>Category</i>	<i>Rate (\$/hr.)</i>
Principal Hydrogeologist / Geologist / Engineer	175
Professional Geologist / Engineer	160
Senior Hydrogeologist / Geologist / Engineer	140
Senior Field Geologist / Engineer	130
CADD Operator / Graphics Specialist	130
Field Geologist / Engineer	115
Field Technician / Well Inspector	100
Office / Administrative Support	80

Service Provider Rates

<i>Category</i>	<i>Rate(\$)</i>	<i>Unit</i>
Licensed Well Driller	135	Hr.
Drillers Helper	56	Hr.
Geophysical Logging Services	6,500	Event
Borehole Video Survey Services	2,500	Event

Equipment Rates

<i>Equipment</i>	<i>Rate (\$/day)</i>
Drill Rig (1500)	2,500
Boom Truck	2,000
Pump Hoist	1,500
Generator	1,500
Air Compressor (185 CFM)	1,500
Jetting Rig	1,500
Welding Machine	1,000
Acid Surge Tank(s)	350
Light Tree	600
Support Trucks	600
Test Pump(50-200GPM)	1,000
Test Pump(200-500GPM)	1,500
Test Pump(>500GPM)	2,000

Material Rates

<i>Materials</i>	<i>Rate (\$/item)</i>
HCL w/ metal inhibitor	Cost +10%
HCL w/o metal inhibitor	
Sodium Hypochlorite	
Calcium Hypochlorite (HTH)	
Other Materials not Listed	Cost +10%



EXHIBIT C
PROFESSIONAL SERVICES LABOR RATE SCHEDULE

CITY OF PALM COAST
PROFESSIONAL HYDRGEOLOGICAL SERVICES
MASTER SERVICES AGREEMENT
BID/REFERENCE #: RFSQ-CD-20-31

Connect Consulting, Inc.
261 N. Lakeview Drive
Lake Helen, Florida 32744-2711
386-473-7766

2020 Billing Rates

Category	Rate (\$/hr.)
Principal Hydrogeologist / Geologist / Engineer	165
Professional Geologist / Engineer	150
Senior Hydrogeologist / Geologist / Engineer	130
Senior Field Geologist / Engineer	120
CADD Operator / Graphics Specialist	120
Field Geologist / Engineer	105
Field Technician / Well Inspector	95
Office / Administrative Support	75

Note: 3% escalation factor per year on labor rates

CITY COUNCIL AGENDA ITEM

Memo Date: October 10, 2025
Agenda Date: October 28, 2025
File ID: 2025-972
Prepared By: Susan Lambert, Police Administrative Technician
Through: Evander Collier, Police Chief
Requested Action: Council Approval to Enter into a multi-year contract with NEOGOV a parent company of POWERDMS in the amount of \$24,937 for POWERVETTED and POWERENGAGE subscription over a two year time period.

BACKGROUND:

The City of Cocoa has maintained a multi-year agreement with NeoGov for applicant tracking services since December 2017. Additionally, the Police Department has utilized PowerDMS—one of NeoGov’s platforms—for the development, implementation, and management of departmental policies.

On March 14, 2023, the Police Department received approval to enter into a multi-year contract for NeoGov’s PowerFTO system. This digital platform streamlines the Field Training and Evaluation Program by allowing for electronic performance evaluations and progress tracking of new officers, thereby eliminating the need for traditional paper-based documentation.

The department is now seeking to expand its use of NeoGov’s suite of tools to further enhance operational efficiency and community engagement. The PowerVetted platform is an applicant and background investigation management system designed to streamline the hiring process. It facilitates the secure, digital collection and assignment of sensitive information on a need-to-know basis, improving both transparency and accountability.

In addition, the PowerEngage module will support enhanced communication and engagement between the Police Department and the community. As a community policing tool, PowerEngage offers a variety of customizable features and reporting capabilities designed to improve the overall citizen experience during interactions with the department.

This agreement with PowerDMS will commit the City to expending funds in Fiscal Years 2026-2027 for a total amount of \$24,937. For fiscal year 2026 the cost will be \$11,506.91 and for fiscal year 2027 the cost will be \$13,429.50. There are funds available in the 2026 adopted budget in account 001-2100-521.56-15 to cover the current year costs. Funding for fiscal year 2027 will be requested in the next year Police Department budget.

PRIORITY AREA CONNECTION:

Community Outreach and Engagement
Public Safety/Community Standards
Organizational Effectiveness

BUDGETARY IMPACT:

Budgeted? Yes - partially
will budget \$13,430 for year 2 in FY2027 budget

Amount Requested: \$11,507
Amount Budgeted in FY26: \$15,122
Account: 001-2100-521.56-15
Account Name: IT Related Operating Expense

PREVIOUS ACTION:

Council previously approved the addition of PowerFTO on March 14, 2023, under agenda item 23-150.

RECOMMENDED MOTION:

Council Approval to Enter into a multi-year contract with NEOGOV a parent company of POWERDMS in the amount of \$24,937 for POWERVETTED and POWERENGAGE subscription over a two year time period.

CITY COUNCIL AGENDA ITEM

Memo Date: October 10, 2025
Agenda Date: October 28, 2025
File ID: 2025-975
Prepared By: Susan Lambert, Police Administrative Technician
Through: Evander Collier, Police Chief
Requested Action: Authorize the City Manager to execute a purchase agreement with Tyler Technologies, Inc. for the procurement and implementation of the Enforcement Mobile E-Citation and E-Crash software in the amount of \$54,238 based off Sourcewell Contract 06062-TTI, and to approve an amendment to the annual maintenance for the existing Tyler Aegis Public Safety platform with a current cost of **\$139,373.13 for a total of \$193,611.13**. Approve a Resolution to Waive Competitive Bidding for the existing services.

BACKGROUND:

The City Police Department has utilized the **Tyler Aegis Public Safety software suite** (originally New World Systems) since 2010 for its Computer-Aided Dispatch (CAD) and Records Management System (RMS). The annual maintenance agreement provides critical software protection and support for these core public safety functions.

The proposed action includes two components: the routine annual renewal of the existing Aegis maintenance agreement and the procurement of new software to enhance Police Department operations.

Item	Service Description	Current-Year Cost	Annual Recurring Cost (Subsequent Years)
Aegis Renewal (FY2026)	Annual Maintenance and Support for existing CAD/RMS platform (2.6% increase over FY2025).	\$139,373.13	Subject to 5% increase
New Procurement	Enforcement Mobile E-Citation and E-Crash software (includes initial license, maintenance, and implementation).	\$54,238.00	\$39,288.00
TOTAL EXPENDITURE	Combined costs for FY2026	\$193,611.13	

The necessary funds for these expenditures have been included in the Police Department's and/or IT Department's approved **Fiscal Year 2026 Budget**.

NEW PROCUREMENT JUSTIFICATION

The Police Department wishes to procure the **Tyler Technologies Enforcement Mobile E-Citation and E-Crash** software to replace the current third-party service used for traffic crash diagramming and reporting.

- **Competitive Sourcing:** The pricing for the new Enforcement Mobile E-Citation and E-Crash software has been secured through the **Sourcewell Cooperative Purchasing Contract #060624-TTI**, which provides the City with competitively bid, pre-negotiated rates, ensuring best value for the City.
- **Operational Integration and Efficiency:** The E-Crash module allows for full integration with the Department's existing CAD system, streamlining workflow and enabling officers to complete crash reports more efficiently while capturing more accurate and comprehensive data.
- **Officer Safety:** Enforcement Mobile significantly reduces roadside exposure time during traffic stops, decreasing the average duration from approximately 10 minutes to under **3 minutes**. This reduction directly contributes to the safety of our officers in the field.

EXISTING MAINTENANCE RENEWAL

The annual renewal with Tyler Technologies, Inc. will continue the current level of maintenance and support services for the term of **October 1, 2025 through September 30, 2026**.

- **FY2026 Renewal Cost: \$139,373.13** (which is about a 2.6% increase from the prior FY2025 cost of \$135,736.56).
- **Sole-Source Justification:** It is in the best interest of the City to continue the use of Tyler Technologies, Inc. for the Aegis platform as the City is not currently desiring to change the core software used for CAD, which would require a massive, costly, and disruptive system conversion.

PRIORITY AREA CONNECTION:

Public Safety/Community Standards
Community Outreach and Engagement

Organizational Effectiveness

BUDGETARY IMPACT:

Budgeted? Yes

Added E-Crash Service

Account Name: IT Related Operating Expense

Account Number: 001-2100-521.56-15, Project number PD24TU

Budgeted Amount: \$54,238

Existing Tyler Aegis Software, Mainenance and Support

Account Name: IT Related Operating Expense

Account Number: 001-1203-516.56-15

Budgeted Amount: \$140,701

PREVIOUS ACTION:

Agenda Item 23-543 for Critical Infrastructure approved on September 12, 2023

RECOMMENDED MOTION:

Authorize the City Manager to execute a purchase agreement with Tyler Technologies, Inc. for the procurement and implementation of the Enforcement Mobile E-Citation and E-Crash software in the amount of \$54,238 based off Sourcewell Contract 06062-TTI, and to approve an amendment to the annual maintenance for the existing Tyler Aegis Public Safety platform with a current cost of **\$139,373.13 for a total of \$193,611.13**. Approve a Resolution to Waive Competitive Bidding for the existing services.



October 20, 2025

To: All Departments

Subject: Approved Use of Sourcewell Contract 060624-TTI with Tyler Technologies, Inc.

The Purchasing Department has reviewed **Sourcewell Contract 060624-TTI with Tyler Technologies, Inc.** and confirmed that the terms are acceptable for departmental use through its expiration of October 25, 2028 or until latest extension date. Service agreements and purchase orders issued prior to this date will remain in effect for the agreed period.

Sourcewell is a public agency created by the Minnesota legislature as a local unit of government (Minn. Const. art. XII, sec. 3), and has conducted this solicitation in compliance with the highest government procurement standards which promote maximum fair and open competition. The Sourcewell solicitation and agreement allow for cooperative purchasing by any eligible member which is defined in section 5.A in the agreement as any “public and nonprofit entities across the United States and Canada.” Section 6.B allows for “additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier.”

Sourcewell contract 060624-TTI gives access to the following types of goods and services:

Application platform	Environmental health
Appraisal and tax	ERP -Fin./payroll/HR/utilities
Community development	Land and official records
Courts and public safety	Payments
Cybersecurity	Permitting and licensing
Digital solutions	Student transportation

Under this contract the supplier offers a percentage discount from the list prices. The discount will be between 5% - 10% off the based on the products category.

Should the City require additional agreements to be made with the vendor there is a provision in section 6.C which allows for, “Specialize Service Requirements.” Should the City have additional specifications, or specialized requirements, then the City and the Supplier, “may enter into a separate, standalone agreement, apart from this Contract.”

To ensure you receive correct contract and program discounts, departments are encouraged to request quotations for product pricing directly from the vendor:

Brian Rennie, Senior Account Executive
Tyler Technologies, Inc.
brian.ennie@tylertech.com
C: 336.209.0329

Additional information can be found on the supplier-provided, nongovernment website at:
<https://empower.tylertech.com/Sourcewell>

Through the issuance of a Purchase Order, the City of Cocoa terms and conditions will be recognized and enforced as if included in the original agreement. **The Vendor Quote and Purchase Order must clearly reference that pricing is being provided in according with this contract.** The quote must also show the original list price, and the discount percentage applied. Departments will ensure that the discount provided is greater than or equal to pricing discount listed in the contract.

The vendor must accept the Terms and Conditions issued along with the Purchase Order. Departments are required to obtain any additional documentation such as a COI, e-Verify affidavit, and Human Trafficking affidavit when required. If purchase is greater than the City Manager purchasing authority and/or if the purchase results in a service agreement which is active in more than one fiscal year, the department must also obtain the approval of City Council.

Should there be additional questions or clarification needed please contact the Purchasing Department at purchasing@cocoafl.gov.

Brian Dale
Purchasing Manger
City of Cocoa

REFERENCES:

1. Sourcewell Contract 060624-TTI:
<https://files.sourcewell.org/public/Shared%20Documents/Solicitations/10919/00006577/Contract%20Documents/Tyler%20Tech%20Contract%20060624.pdf>
2. Price Information
<https://files.sourcewell.org/public/Shared%20Documents/Solicitations/10919/00006577/Additional%20Documents/Tyler%20Technologies%20-%20Sourcewell%20Pricing-Discount%20Summary-Updated%20August%202025.pdf>

CITY COUNCIL AGENDA ITEM

Memo Date: October 16, 2025
Agenda Date: October 28, 2025
File ID: 2025-994
Prepared By: Tony Jones, Fleet Manager
Through: Abigail Morgan, Public Works Director
Requested Action: Authorize the City Manager to execute FY25 change orders to PO# 82854 in the amount of \$32,998.98 to cover additional operating expenses and a change order to PO#83130 in the amount of \$28,812.14 to cover additional parts and services expenditures for departmental vehicles and equipment utilizing Sourcewell Contract #110520-GPC with Genuine Parts Company (dba Napa Auto Parts).

BACKGROUND:

In July 2018, the City of Cocoa entered into an agreement with Genuine Parts Company (dba Napa Auto Parts) to provide an integrated parts inventory solution for the City's fleet parts management utilizing Sourcewell Contract #110520-GPC. In September 2025, the master contract through Sourcewell Contract #110520-GPC expired.

The City of Cocoa Fleet Management Division utilizes Napa Auto Parts for fleet-related maintenance, vehicle and equipment parts, supplies, service and inventory management solutions. Through the use of this contract agreement, the Fleet obtains service and repair parts for the City of Cocoa's 500 + vehicles and equipment.

As part of this contract agreement, the Cocoa Fleet shop is equipped with a satellite miniature Napa Parts Store #498 and a Napa Parts Clerk. This allows Cocoa Fleet to efficiently obtain parts for various repairs and maintenance activities, which reduces vehicle and equipment downtime. The internal Parts Store has an on-site inventory of over 600 individual parts with a value of over \$350,000. Napa IBS store 498 has access to all Napa stores in Florida and 4 parts distribution centers in Florida. NAPA IBS has parts contracts with all the major OEMs: Ford, GM, Dodge. Through these contract agreements and the volume Napa has, they pass these savings on to its IBS customers. There are currently 68 Government IBS in the State of Florida. Cocoa Parts Store 498 can pull parts from all of these stores as well as four IBS in Brevard County.

Napa IBS has a fleet of delivery trucks and vans that deliver and pick up parts throughout their network of stores and warehouses. The City is only charged for parts it uses monthly with no parts' markup. The cost is a direct pass-through. The Blanket Purchase Order allows the Cocoa Fleet Division to pay Napa IBS monthly parts invoices and back charge the individual department the cost of parts for their vehicles and equipment. The parts used are billed monthly directly to Departments 4600 for repair and maintenance of equipment and 4603 for repair and maintenance of vehicles. The NAPA IBS (TAMS) Total Automotive System, integrates with Cocoa Fleets software,

Faster Fleet Asset Management System. This allows the parts used to be applied directly to the Fleet work order and vehicle. This allows for a check and balance of the parts used via the Faster Asset work order system.

The following fiscal year 2025 Purchase orders under this contract require change orders in order to pay pending invoices through September 30, 2025:

- PO 82854 with a cost limitation of \$150,000 for NAPA IBS Operational Costs has a total of \$146,789.72 spent year to date with a total of \$32,999 in remaining invoices through September 30, 2025. A change order in the amount of \$32,998.98 is required to process payments
- PO 83130 with a cost limitation of \$686,000 for Fleet Vehicles and Equipment Parts has a total of \$675,786.68 spent to date with a total of \$28,813 in remaining invoices through September 30, 2025. A change order in the amount of \$28,812.14 is required to process payments
- PO Shortfall

PO #	Cost Limit	Spend YTD	Pending Invoices	Shortfall
82854	\$150,000.00	\$146,789.72	\$36,209.26	\$32,998.98
83130	\$686,000.00	\$675,786.68	\$39,025.46	\$28,812.14
- Pending Invoices

Invoice Number	PO Number	Amount
E09-2025	82854	\$12,363.77
E08-2025	82854	\$12,608.65
E10-2024	82854	\$11,236.84
P09-2025	83130	\$39,025.46

Staff is requesting that the CM be authorized to approve the change orders and issue the purchase orders.

PRIORITY AREA CONNECTION:

Organizational Effectiveness

BUDGETARY IMPACT:

Budgeted? Available in FY25 balances

P.O. Change Order: 82854
 Change Order Amount: \$32,998.98
 Original Purchase Order Amount: \$150,000
 Total number of change orders to date: 0
 Total amount in change orders to date: \$0
 Account # 001-3540-519.34-00

P.O. Change Order: 83130
Change Order Amount: \$28,812.14
Original Purchase Order Amount: \$600,000
Total number of change orders to date: 1
Total amount in change orders to date: \$86,000
Accounts to be charged based on Department usage (46-00 and 46-03)

PREVIOUS ACTION:

City Council Agenda item 21-629 approved 10/26/2021

RECOMMENDED MOTION:

Authorize the City Manager to execute FY25 change orders to PO# 82854 in the amount of \$32,998.98 to cover additional operating expenses and a change order to PO#83130 in the amount of \$28,812.14 to cover additional parts and services expenditures for departmental vehicles and equipment utilizing Sourcewell Contract #110520-GPC with Genuine Parts Company (dba Napa Auto Parts).

CITY COUNCIL AGENDA ITEM

Memo Date: October 28, 2025
Agenda Date: October 28, 2025
File ID: 2025-1019
Prepared By: Charlene Neuterman, Community Services Director
Through: Stockton Whitten, City Manager
Requested Action: Approve Resolution 2025-082 providing a temporary waiver of Building Permit Fees for repairs related to building or structural damage caused by the Storm Event on October 26-27, 2025.

BACKGROUND:

On October 26-27, 2025 an unusual storm event produced heavy rainfall in Cocoa and Brevard County. The heavy rainfall caused street flooding, water intrusions in homes/businesses and stalling cars on the roadways. As a result of the heavy rains and flooding, several homes/businesses were affected by the excess water that flooded structures. After Damage Assessment crews canvassed the City, it was observed that several homes/businesses had damage that would require permits. Some of the damaged observed included drywall, framing, doors, roofs and flooring damage. Since some of those activities will require a permit to complete the renovation/restoration, it is requested that the City waive the Building Permit fees for those affected. Community Services and Building Division Staff will work to expedite these permit reviews to allow the work to be completed as quickly as possible.

Staff recommends approval of Resolution 2025-082 to waive Building Permit Fees due to the storm event on October 26-27, 2025. Staff will provide a report once all permits have been issued and the Resolution has expired on how many permits were issued and the cost of the waiver of fees.

PRIORITY AREA CONNECTION:

Community Outreach and Engagement
Economic and Community Development

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Approve Resolution 2025-082 providing a temporary waiver of Building Permit Fees for repairs related to building or structural damage caused by the Storm Event on October 26-27, 2025.

RESOLUTION NO. 2025-082

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, PROVIDING FOR A TEMPORARY WAIVER OF BUILDING PERMIT FEES FOR REPAIRS RELATED TO BUILDING OR STRUCTURAL DAMAGE CAUSED BY THE STORM EVENT OF OCTOBER 26-27, 2025; PROVIDING FOR AN INTENT AND PURPOSE OF THIS RESOLUTION; PROVIDING FOR A FILING PERIOD FOR ELIGIBLE BUILDING PERMIT APPLICATIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Storm Event on October 26-27, 2025, caused extensive damage to properties within the geographic area of the City of Cocoa; and

WHEREAS, in order to expedite the repairs required as a result of the damage caused by the Storm Event on October 26-27, 2025, and to provide relief to property owners suffering from storm-related hardships, the City Council desires to temporarily waive building permit fees for permit applications related to repairing such damage; and

WHEREAS, this Resolution is adopted pursuant to the Florida Municipal Home Rule Powers Act, Section 166.222, Florida Statutes, Section 6-108 of the City Code, and the emergency powers vested in the City Council pursuant to all applicable law; and

WHEREAS, the City Council hereby finds that this Resolution is in the best interests of the citizens of Cocoa; and

NOW, THEREFORE, BE IT RESOLVED, as follows:

SECTION 1. **Recitals.** The foregoing recitals are hereby fully incorporated herein by this reference and are deemed a material part of this Resolution.

SECTION 2. **Intent and Purpose.** It is the intent and purpose of this Resolution to only address building or structural damage directly caused by the Storm Event on October 26-27, 2025. This Resolution is not intended to apply to building permit applications filed with the City that are not related to repairing building or structural damage caused by the Storm Event on October 26-27, 2025. To the extent that a particular building or structure was substantially destroyed by the Storm Event on October 26-27, 2025, and is beyond repair according to the City's Building Official, a new replacement building or structure on the same

property as the substantially destroyed building or structure shall be considered a repair under this Resolution.

SECTION 3. **Temporary Waiver of Building Permit Fees.** The City Council of the City of Cocoa hereby provides that building permit fees are hereby waived for any building permit application filed with the City related to repairing building or structural damage caused by the Storm Event on October 26-27, 2025. All such applications must be filed with the City's Building Department no later than six (6) months (April 28, 2026) after the effective date of this Resolution. The City Council shall have the option to extend this Resolution for an additional sixty (60) days if authorized prior to the expiration of this Resolution. For granting the building permit fee waiver, the Building Official or his or her designee shall be responsible for verifying that the repairs being permitted are directly related to damage caused by the Storm Event on October 26-27, 2025.

Notwithstanding the fee waiver authorized by this Section, all building application, licensing, insurance, inspection, and other building permit fees/conditions required by law shall apply.

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 by the City Council of the City of Cocoa, Florida, in a regular meeting assembled this 28th day of October, 2025.

Michael C. Blake, Mayor

ATTEST:

Monica Arsenault, City Clerk

CITY COUNCIL AGENDA ITEM

Memo Date: October 14, 2025
Agenda Date: October 28, 2025
File ID: 2025-938
Prepared By: Jennifer Webster, Senior Planner
Through: Stockton Whitten, City Manager
Requested Action: Consideration on Second and Final Reading of a City-initiated Ordinance 10-2025 amending the official Future Land Use Map designation of eight (8) parcels of real property, totaling 1.9 acres, more or less, from High Density Residential to Mixed Use.

BACKGROUND:

The Subject Parcels are generally located on the east side of Forrest Ave, south of Mulberry St and north of Peachtree St, in Cocoa, Florida, more particularly depicted and described on the Location Map in Exhibit "A".

Seven (7) of these properties are currently zoned Core Commercial (C-C) and one (1) parcel is currently zoned Residential Professional (R-P). The Future Land Use (FLU) category of these parcels is currently High Density Residential (HDR). Neither C-C nor R-P are applicable zoning districts in HDR and are in conflict, making development or redevelopment difficult or impossible. These properties are also located in the Uptown Neighborhood sub-district of the Waterfront Overlay District and any new development will be subject to the overlay design guidelines. Staff feel that a Future Land Use Map Amendment of these eight (8) parcels from HDR to Mixed Use (MU) will reconcile the conflict and make these properties consistent with the surrounding future land use.

Overview of Subject Properties:

Future Land Use (Current) High Density Residential
Designation: (Proposed) Mixed Use
Zoning District: Core Commercial (C-C) and Residential Professional (R-P)
Existing Land Use: Various – commercial, professional offices, residential and vacant
Council District: District 1 – Councilmember Alex Goins
Legal Ad Date: September 19, 2025

Overview of Surrounding Properties:

	Future Land Use Designations	Zoning Districts	Land Uses
North	Institutional	Core Commercial (C-C)	Library
South	Mixed Use	Core Commercial (C-C)	Commercial business
East	HDR	RU-2-25	Single-family Residential + Condos

West Mixed Use

Core Commercial (C-C) Mixed Commercial

ANALYSIS

The subject properties were zoned Core Commercial in 1985, when the zoning district was created as part of the Cocoa Redevelopment Area Plan, although the future land use was HDR at the time. Prior to that the subject parcels were of a heavy commercial and light industrial zoning. In 1997, one of the parcels was rezoned to R-P at the property owner's request. There is a mix of uses among the eight parcels:

1. A commercial/professional office
2. A vacant commercial building (R-P)
3. A private parking lot
4. Two residential rental properties: a converted duplex and two single-family homes
5. A private K-12 school (Pillar of Hope Academy)
6. Two are vacant land

Given the current zoning districts assigned to these parcels and the current development pattern, Planning and Zoning staff is recommending these (8) parcels, totaling approximately 1.9 acres, be assigned the Future Land Use category of Mixed Use.

I. COMPREHENSIVE PLAN AMENDMENT ANALYSIS

The Planning & Zoning staff has addressed the criteria contained in Chapter 15, Article II, Sections 15-10 and 15-11 for compliance with the Comprehensive Plan to determine:

(a) Whether the amendment favorably or unfavorably impacts the city's budget, or the economy of the region.

Staff Finding: The amendment will not impose an unfavorable impact to the City's budget. The proposed amendment solves Zoning inconsistencies with the Future Land Use (FLU), establishing a more appropriate and logical land use pattern in this area of the City of Cocoa. The ability to redevelop and/or improve these parcels will increase property value, the potential for additional tax revenue, and other benefits to the local economy. Furthermore, there are significantly more allowable uses in the Mixed Use FLU than in the High Density Residential FLU. Mixed Use allows for all of the uses that High Density Residential allows for (residential, institutional, office and open space/recreational), plus the additional uses of commercial, industrial, and hotel pursuant to Figure FLU-1 of the Future Land Use Element, though each and every one of these uses may not be available in each applicable underlying zoning district. The possible uses available for one's property are much broader in the Mixed Use than the High Density Residential FLU, which is beneficial for property values and the economy of the region.

(b) Whether the amendment will diminish the service level of public facilities.

Staff Finding: There are no anticipated diminutive impacts to the existing level of service for the subject parcels, as the development intensity or density is not anticipated to change. Any future redevelopment will be reviewed with respect to the guidelines set forth in the Comprehensive Plan, such as Policy 1.1.2.6 - Mixed Use, and all other applicable City of Cocoa Code of Ordinances. There is very little difference between the maximum densities permitted in the High Density Residential future land use category versus the Mixed-Use future land use category. Specifically, the maximum density permitted under HDR is 25 du/acre and the Mixed-Use future land use category permits a maximum 25 du/acre with a possible density bonus of 5 du/acre (30 du/acre total) for residential units developed as part of a vertical mixed-use project. With the total affected acreage being 1.9 acres, only an additional 5 units may be available, which would have a de minimus impact on public facilities.

(c) Whether the amendment favorably or unfavorably impacts the environment, or the natural or historical resources of the city or the region.

Staff Finding: There are no anticipated impacts to the environment, or to natural or historical resources that will be brought on by this ordinance. Any future redevelopment projects will be reviewed to ensure project amendments are consistent with environmental policies set forth in the Comprehensive Plan and site plan review standards.

(d) Whether the proposed amendment is consistent with and its effect upon the goals, objectives, and policies of the state comprehensive plan set forth in Chapter 187, Florida Statutes, and the East Central Florida Comprehensive Regional Policy Plan, adopted by Rule 29F-19.001, Florida Administrative Code.

Staff Finding: The proposed ordinance is aligned with the goals and policies set forth by Chapter 187 of Florida Statutes, including but not limited to Chapter 187 Sec 15(B)(3), *“Enhance the livability and character of urban areas through the encouragement of an attractive and functional mix of living, working, shopping, and recreational activities,”* and Chapter 187 Sec 16(B)(12), to *“Promote infill development and redevelopment as an important mechanism to revitalize and sustain urban centers.”*

(e) Whether the proposal will favorably or unfavorably affect the city’s ability to provide adequate public facilities, and whether the proposal will reduce the level of service for affected public facilities below the level of service set in the comprehensive plan;

Staff Finding: As noted in criteria (b) above, the amendment does not significantly modify allowable densities or intensities that are currently authorized by the Mixed Use FLU category. Therefore, it is not anticipated that the amendment will not impact the

service level of public facilities.

(f) Whether the amendment is incompatible with surrounding neighborhoods and land uses;

Staff Finding: The amendment reconciles the inconsistency between the existing zoning and future land use. The parcels are adjacent to the Forrest Avenue Mixed Use corridor between US 1 and N Indian River Dr, with properties to the south and west of the subject parcels already having the Mixed Use category. Additionally, the amendment appropriately aligns with the existing C-C zoning, especially in consideration of the description set forth under Appendix A Article XI Sec 18 for the Core Commercial district: *"The permitted uses and design and development standards are intended to promote major developments of high quality, including medium density multi-family, townhouse, and single-family housing, office parks, village commercial, institutional uses and significant open space areas."* The reconciliation of the Future Land Use to the Zoning lifts any development restrictions, and the FLU amendment to Mixed Use will enable development and continuation of the above-mentioned uses.

The current future land use of HDR allows up to 25 dwelling units/acre (du/ac). The Mixed Use future land use permits up to 25 du/ac in residential density, as well as the applicable permissible intensity under this future land use. Mixed Use is a logical, transitional FLU and is compatible with the adjacent HDR to the east.

(g) Whether the amendment will have a favorable or adverse effect on the ability of people to find adequate housing reasonably accessible to their places of employment;

Staff Finding: The proposed ordinance will not adversely impact the ability for housing development. The amendment will encourage development of a variety of housing options under the existing C-C zoning classification, in addition to the allowable commercial uses. Additionally, the district is close proximity to several residential districts.

(h) If the amendment being requested is consistent with all the elements of the comprehensive plan.

Staff Finding: The proposed FLUM amendment is consistent with the following Comprehensive Plan Goals and policies:

Land Use Element

GOAL 1.1: *Create and maintain a broad range of land use activities that maximize the City's potential as a growth center while protecting the public health, safety, welfare, and appearance through the thoughtful planned use and development of the land and public facilities.*

Policy 1.1.1.1: Land Use Categories. *The adopted FLUM contains and identifies appropriate locations for the following land use categories. The maximum densities/intensities shown in Figure FLU-1 are not guaranteed for all sites within each category. The zoning map and land development regulations may impose tighter densities and intensities of development based on land use allocation criteria policies.*

Policy 1.1.2.6 Mixed-Use (MU).

1. The Mixed-Use land use category is intended to provide a mixture of residential, commercial, office, recreational and institutional uses along the major transportation corridors (such as SR 520 and US 1). The mixed-use could be developed as single uses on separate parcels or as a mixture of uses within a single development. Based on current land use trends, the City estimates that the mix of uses in the mixed-use category will be 50 percent residential and 50 percent non-residential. The Floor Area Ratio (FAR) measure shall not be applied to residential developments or the residential portion of a mixed-use building or development. The following criteria shall be used for determining appropriate locations for mixed-use land use areas.

- A. Areas within a quarter mile walking distances of public transit stations, transitional areas between high and low intensity uses, and areas adjacent to major corridors within the City are appropriate for Mixed-Use category.*
- B. The land development regulations implementing this category shall encourage a compact and walkable environment to reduce vehicle miles of travel and encourage use of public transit.*
- C. Development within mixed-use shall be encouraged to follow Transit Oriented Design (TOD) principles.*
- D. Unified architectural and streetscape themes are encouraged for all developments within the Mixed-Use category.*
- E. Mixed use buildings within a single development will be highly encouraged in this category.*
- F. For a mixed-use building, only retail sales, offices and services and restaurants are permitted on the ground floor.*
- G. If residential housing units are developed as part of a vertical mixed use project a bonus of up to 5 units per acre may be achieved, excluding projects approved by city council pursuant to subsection (b).*
- H. For the purposes of analyzing public facilities impacts of proposed Future Land Use Map amendments, a mix of 50% residential and 50% non-residential land area split shall be utilized.*

Concurrency Management/Adequate Public Facilities

Section 15-22 of the City Code provides for a concurrency management system to ensure public facilities and services needed to support development are available concurrent with the impacts of such development and that development orders and development permits are not issued in a manner that will not result in a reduction in the levels of service below the adopted level of service standards adopted by the City for public facilities and services, as contained in the City's adopted Comprehensive Plan.

If capacity issues relating to any public facilities or services regulated by the City of Cocoa adopted Comprehensive Plan is identified, necessary and appropriate mitigation will be required to be addressed prior to construction. However, as stated above, the maximum number of additional units available under the Mixed-Use future land use category is only 5 units.

II. LEGALLY NON-CONFORMING USES OF LAND

The proposed amendment does not create any new non-conforming uses of land, as the subject parcels are already zoned Core-Commercial and Residential Professional, which are both applicable zoning districts in the Mixed Use future land use. The zoning of the properties is not proposed to change. The 6 uses currently there are permitted as either a primary use or by special exception. The assignment of the M/U future land use permits these uses to continue and supports these types of uses.

III. SMALL SCALE COMPREHENSIVE PLAN AMENDMENT

This amendment is considered a Small Scale Comprehensive Plan Amendment, which will require Planning and Zoning Board's recommendation to City Council for approval and two City Council readings. Following the second City Council reading, the amendment package must be sent to the Florida Department of Commerce for state review.

PRIORITY AREA CONNECTION:

Economic and Community Development

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

October 22, 1985: Ord. 25-85, Creation of the Core Commercial Zoning District

June 30, 1988: Ord. 7-88, Creating of Mapping for Core Commercial and other Zoning Districts

April 22, 1997: Ord. 9-97: Rezone of 228 Forrest Ave from C-C to R-P.

October 1st, 2025: The Planning and Zoning Board voted unanimously to recommend that City Council approve the Future Land Use Map Amendment, Ordinance 10-2025.

October 14, 2025: City Council approved the Future Land Use Map Amendment, Ordinance 10-2025.

RECOMMENDED MOTION:

Staff requests that City Council **APPROVE** the Second and Final Reading of Ordinance 10-2025, a City-initiated Ordinance amending the future land use map for the subject properties from "High Density Residential" to "Mixed Use."

ORDINANCE NO. 10-2025

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, RELATING TO COMPREHENSIVE PLANNING; AMENDING THE FUTURE LAND USE MAP FOR EIGHT (8) PARCELS OF REAL PROPERTY WITHIN THE CITY OF COCOA TOTALING 1.9 ACRES, MORE OR LESS, AND GENERALLY LOCATED ALONG FORREST AVENUE, SOUTH OF MULBERRY ST AND NORTH OF PEACHTREE STREET, IN COCOA, FLORIDA, AS MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT “A” ATTACHED HERETO; AMENDING THE FUTURE LAND USE MAP DESIGNATION OF SAID PARCELS FROM “HIGH DENSITY RESIDENTIAL” TO “MIXED USE”; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, INCORPORATION INTO THE COMPREHENSIVE PLAN, AND AN EFFECTIVE DATE AND LEGAL STATUS OF THE PLAN AMENDMENT.

WHEREAS, The City is granted the authority, under Section 2(b), Article VIII, of the State Constitution, to exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, the future land use map amendment embodied by this Ordinance is a small-scale amendment to the City of Cocoa Comprehensive Plan in accordance with Section 163.3187(1), Florida Statutes; and

WHEREAS, the Local Planning Agency of the City of Cocoa held a duly noticed public hearing on October 01, 2025, in accordance with the procedures established in Chapter 163, Part II, Florida Statutes, on the proposed comprehensive plan amendment; and

WHEREAS, the City Council of the City of Cocoa held two duly noticed public hearings on the proposed amendment set forth hereunder and considered findings and advice of Staff, citizens, and all interested parties submitting written and oral comments and supporting data and analysis, and after complete deliberation, hereby approves and adopts the Comprehensive Plan Amendment set forth hereunder; and

WHEREAS, the City Council hereby finds that this Ordinance serves a legitimate government purpose and is in the best interests of the public health, safety, and welfare of the citizens of the City of Cocoa, Florida.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COCOA HERBY ORDAINS, AS FOLLOWS:

Section 1. Recitals. The foregoing recitals are hereby fully incorporated herein by reference as legislative findings of the City Council of the City of Cocoa.

Section 2. Authority. This Ordinance is adopted in compliance with, and pursuant to, the Community Planning Act, sections 163.3161, et. seq., Florida Statutes.

Section 3. Purpose and Intent. It is hereby declared to be the purpose and intent of this Ordinance to adopt a comprehensive plan amendment incorporating the revisions stated herein as part of the City of Cocoa Comprehensive Plan.

Section 4. Adoption of Amendment to the Future Land Use Map. The City of Cocoa Comprehensive Plan, Future Land Use Map, is hereby amended to change the future land use designation of the real property legally described and depicted on **Exhibit “A”** from “High Density Residential” to “Mixed Use.”

The parcels of real property subject to this Ordinance and comprehensive plan amendment are identified by Brevard County Property Appraiser Tax Parcel ID Numbers as follows.

Parcel 1: 24-36-33-02-*-5
Parcel 2: 24-36-33-02-*-5.01
Parcel 3: 24-36-33-02-*-6
Parcel 4: 24-36-33-02-*-4
Parcel 5: 24-36-33-02-*-4.01
Parcel 6: 24-36-33-00-11
Parcel 7: 24-36-33-00-13
Parcel 8: 24-36-33-04-*-B

Exhibit “A” is attached hereto and fully incorporated herein by this reference.

Section 5. Repeal of Prior Inconsistent Ordinances and Resolutions. All prior inconsistent ordinances and resolutions adopted by the City Council, or parts of prior ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

Section 6. Severability. If any section, subsection, sentence, clause, phrase, word or provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 7. Incorporation into Comprehensive Plan. Upon the effective date of the Comprehensive Plan Amendment adopted by this Ordinance, said Amendment shall be incorporated into the City of Cocoa Comprehensive Plan and any section or paragraph number or letter and any heading may be changed or modified as necessary to effectuate the foregoing.

Section 8. Effective Date and Legal Status of the Plan Amendment. The effective date of this Ordinance shall take effect thirty-one (31) days after adoption, in accordance with

Section 163.3187(5)(c), Florida Statutes, unless challenged within thirty (30) days after adoption of this Ordinance, in which case this Ordinance shall become effective at such time as the state land planning agency or the Administrative Commission issues a final order determining that the adopted small scale development amendment is in compliance. No development order, development permits, or land use dependent on this Amendment may be issued or commenced before it has become effective. After and from the effective date of this Amendment, the Comprehensive Plan Amendment set forth herein shall amend the City of Cocoa Comprehensive Plan and become a part of that plan and the Amendments shall have the legal status of the City of Cocoa Comprehensive Plan, as amended.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the _____ day of _____, 2025.

MICHAEL C. BLAKE, Mayor

ATTEST:

MONICA ARSENAULT, City Clerk

Legal Ad:	_____
First Reading:	_____
Legal Ad:	_____
Second Reading:	_____
Effective Date:	_____

EXHIBIT A

LEGAL DESCRIPTION AND DEPICTION

Legal Description of Subject Property:

Parcel 1:

Parcel ID: 24-36-33-02-*-5

BEGIN AT A POINT 96.1 FEET NORTH OF THE SOUTHWEST CORNER OF LOT 6 OF SHAW'S SUBDIVISION ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 1, PAGE(S) 66, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AT THE NORTHWEST CORNER OF PROPERTY HERETOFORE CONVEYED TO ROESEL; THENCE EASTERLY PASSING AN EQUAL DISTANCE BETWEEN THE EAVES OF THE TWO ADJACENT HOUSES TO A POINT 96.75 FEET NORTH OF THE SOUTHEAST CORNER OF LOT 6 AFORESAID; THENCE NORTH ALONG THE EAST LINE OF SAID SHAW'S SUBDIVISION TO THE NORTHEAST CORNER OF LOT 5 THEREOF, BEING A POINT ON THE SOUTH LINE OF MULBERRY STREET IN THE CITY OF COCOA, FLORIDA; THENCE WEST AND ALONG THE SOUTH LINE OF SAID MULBERRY STREET AND ALONG THE NORTH LINE OF LOT 5 OF SAID SHAW'S SUBDIVISION ON TO FORREST AVENUE AND THE NORTHWEST CORNER OF SAID LOT 5 OF SAID SHAW'S SUBDIVISION; THENCE SOUTH TO THE NORTHWEST CORNER OF LAND PREVIOUSLY SOLD TO ROESEL AND BEING THE POINT OF BEGINNING.

Parcel 2:

Parcel ID: 24-36-33-02-*-5.01

Begin at a point 96.1 feet North of the Southwest corner of Lot 6 of SHAW'S SUBDIVISION according to the plat recorded in Plat Book 1, Page 66, of the Public Records of Brevard County, Florida at the Northwest corner of property heretofore conveyed to Roesel; thence Easterly passing an equal distance between the eaves of the two adjacent houses to a point 96.75 feet North of the Southeast corner of Lot 6 aforesaid; thence North along the East line of said SHAW'S SUBDIVISION to the Northeast corner of Lot 5 thereof, being a point on the South line of Mulberry Street in the City of Cocoa, Florida; thence West and along the South line of said Mulberry Street and along the North line of Lot 5 of said SHAW'S SUBDIVISION to Forrest Avenue and the Northwest corner of said Lot 5 of said SHAW'S SUBDIVISION; thence South to the Northwest corner of land previously sold to Roesel and being the Point of Beginning.

and

Begin at a point forty-six and four tenths (46.4) feet north of the southwest corner of Lot Six (6) of Shaw's Subdivision, according to Plat Book 1, page 66, of the current Public Records of Brevard County, Florida, for Point of Beginning (which point is on the North edge of concrete walk) thence North eighty-nine (89) degrees, twelve (12) minutes, zero (0) seconds East thirty-four and fifty hundredths (34.50) feet along the North line of concrete walk to a point, thence North three and twenty-five hundredths (3.25) feet more or less, to a point fifty (50) feet North of the South line of said Lot Six (6), thence East and parallel to South line of said lot Six (6) and fifty (50) feet distant therefrom to the East line of said Lot Six (6), thence North forty-six and seventy-five hundredths (46.75) feet to a point, thence West passing equidistant between the overhang of the adjacent houses to a point fifty (50) feet due North of point of beginning, thence South along street line to Point of Beginning.

Parcel 3:

Parcel ID: 24-36-33-02-*6

Begin at the Southwest corner of Lot 6, of J.C. Shaw's Subdivision, an addition to the Town of Cocoa, according to the plat thereof as recorded in Plat Book 1, Page 66, Public Records of Brevard County, Florida, thence North along West line of said Lot 6, 46.4 feet to a point, thence North $89^{\circ}12'0''$ East 34.50 feet along North line of concrete walk to a point, thence North 3.25 feet, more or less, to a point 50 feet North of the South line of said Lot 6, thence East and parallel to South line of said Lot 6 and 50 feet distant therefrom to East line of said Lot 6, thence South along East line of said Lot 6, 50 feet to Southeast corner of said lot, thence West 71.80 feet, more or less, to Southwest corner of said lot, being the Point of Beginning.

Parcel 4:

Parcel ID: 24-36-33-02-*4

All of Lot 4 of J.C. SHAW'S SUBDIVISION, as shown by the plat of said subdivision recorded in Plat Book 1, Page 66, of the Public Records of BREVARD County, Florida, excepting from said Lot 4, the South 70 feet thereof; said real estate being more particularly described as follows: Begin at a point on the South line of Mulberry Street 72.7 feet East of the intersection of said South line with the East line of Forrest Avenue; from said Point of Beginning, run the East line of Lots 5 and 6 South and at right angles to Mulberry Street, 170 feet, more or less, to the Southeast corner of Lot 6 of Shaw's Subdivision; thence run East and parallel to the South line of Mulberry Street, 70 feet to the East line of Lot 4; thence run the East line of Lot 4, North 170 feet to the South line of Mulberry Street; thence run the South line of Mulberry Street West 70 feet to the Point of Beginning.

Parcel 5:

Parcel ID: 24-36-33-02-*4.01

The South 70 feet of Lot 4 and all of Lot 7, J.C. Shaw Subdivision, according to the plat thereof, as recorded in Plat Book 1, Page 66, Public Records of Brevard County, Florida.

Parcel 6:

Parcel ID: 24-36-33-00-11

Begin at the intersection of land owned by Mrs. E.W. Travis and Mrs. Louise Bracco facing Railroad Avenue in the City of Cocoa; Begin at the Point where said land corners on said Railroad Avenue, then run East 300 feet, then South 77.5 feet, then West to Railroad Avenue on a line parallel to and 77.5 feet distant from the North boundary line above described, then along Railroad Avenue to the Point of Beginning. The above land lying in Section 33, Township 24 South, Range 36 East, Brevard County, Florida.

Parcel 7:

Parcel ID: 24-36-33-00-13

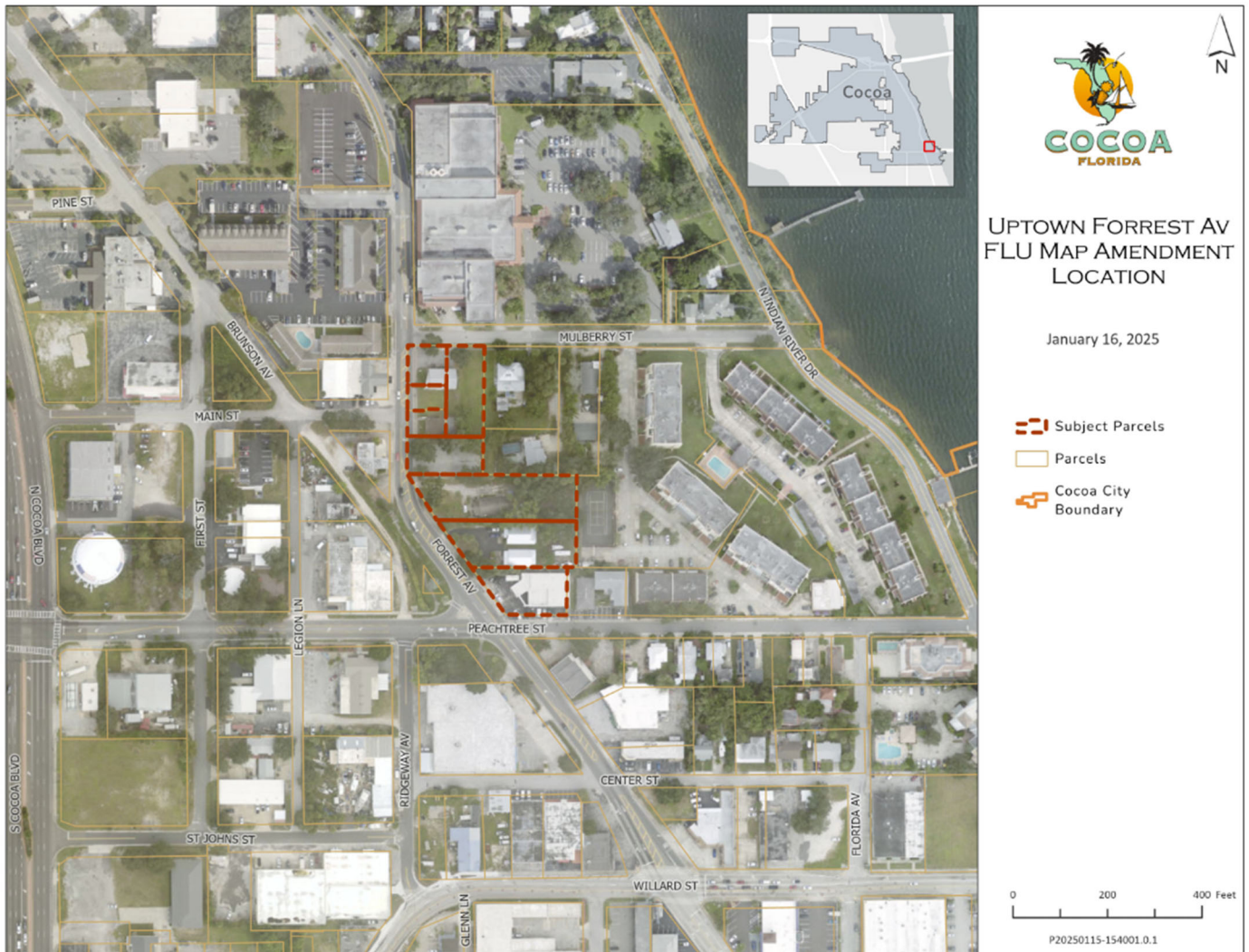
A TRACT OF LAND IN GOVERNMENT LOT 1, SECTION 33, TOWNSHIP 24 SOUTH, RANGE 36 EAST, IN THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:
COMMENCE AT THE INTERSECTION OF THE EAST LINE OF FORREST AVENUE (FORMERLY U.S. HIGHWAY NO. 1) AND THE NORTH LINE OF JONES SUBDIVISION, ACCORDING TO THE PLAT OF SAID SUBDIVISION, RECORDED IN PLAT BOOK 2, PAGE 110, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AS THE POINT TO BEGINNING OF THE LAND HEREIN DESCRIBED; THENCE FOR A FIRST COURSE, RUN EAST ALONG NORTH LINE OF JONES SUBDIVISION AFORESAID, TO THE SOUTHWEST CORNER OF LAND CONVEYED BY M.E. CAMPBELL AND GLADYS G. CAMPBELL, HIS WIFE , TO RIVERVIEW APARTMENTS, INC. BY DEED RECORDED IN OFFICIAL RECORDS BOOK 695, AT PAGE 600, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE FOR A SECOND COURSE RUN NORTH ALONG THE WEST LINE OF THE PROPERTY CONVEYED TO RIVERVIEW APARTMENTS, INC., DESCRIBED IN OFFICIAL RECORDS BOOK 695, AT PAGE 600, AFORESAID 169 FEET TO THE SOUTH LINE OF SHAW'S SUBDIVISION ACCORDING TO THE PLAT OF SAID SUBDIVISION RECORDED IN PLAT BOOK 1, PAGE 66, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE FOR A THIRD COURSE, RUN WEST ALONG THE SOUTH LINE OF SHAW'S SUBDIVISION AFORESAID TO THE EAST LINE OF PROPERTY CONVEYED TO ROBERT L. TRAVIS, DESCRIBED IN DEED BOOK 81, PAGE 29, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND BEING THE WEST LINE OF PROPERTY OF THE SAID M.E. CAMPBELL AND GLADYS G. CAMPBELL, HIS WIFE, DESCRIBED IN DEED BOOK 281, PAGE 181, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE FOR A FOURTH COURSE, RUN SOUTH ALONG THE EAST LINE OF THE ROBERT L. TRAVIS PROPERTY AND THE WEST LINE OF THE M.E. CAMPBELL AND GLADYS G. CAMPBELL PROPERTY, AS HEREINABOVE DESCRIBED, 77.5 FEET TO THE SOUTHEAST CORNER OF THE ROBERT L. TRAVIS PROPERTY; THENCE FOR A FIFTH COURSE, RUN WEST ALONG THE SOUTH LINE OF PROPERTY CONVEYED TO ROBERT L. TRAVIS, 300 FEET, MORE OR LESS, TO THE EAST RIGHT OF WAY LINE OF FORREST AVENUE, AND THENCE FOR A SIXTH COURSE, RUN SOUTHERLY ALONG THE EAST LINE OF FORREST AVENUE TO THE POINT OF BEGINNING.

Parcel 8:

Parcel ID: 24-36-33-04-*-B

Lot "B", JONES' SUBDIVISION, according to the plat thereof as recorded in Plat Book 2, page 110, Public Records of Brevard County, Florida.

Depiction of Subject Property:

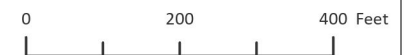




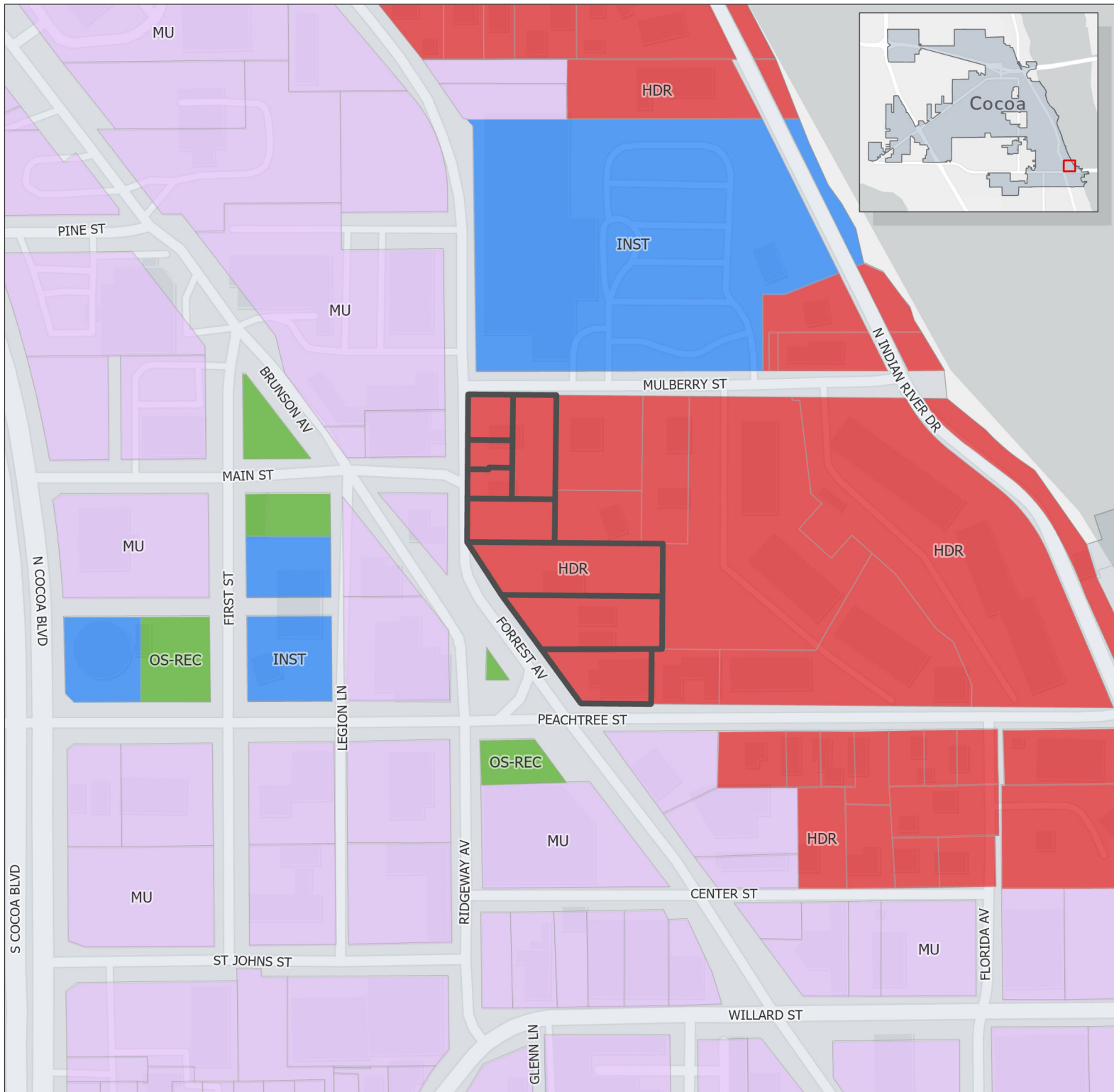
UPTOWN FORREST AV FLU MAP AMENDMENT LOCATION

January 16, 2025

-  Subject Parcels
-  Parcels
-  Cocoa City Boundary



P20250115-154001.0.1



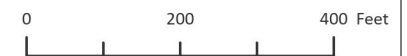
UPTOWN FORREST AV FLU MAP AMENDMENT FUTURE LAND USE

January 16, 2025

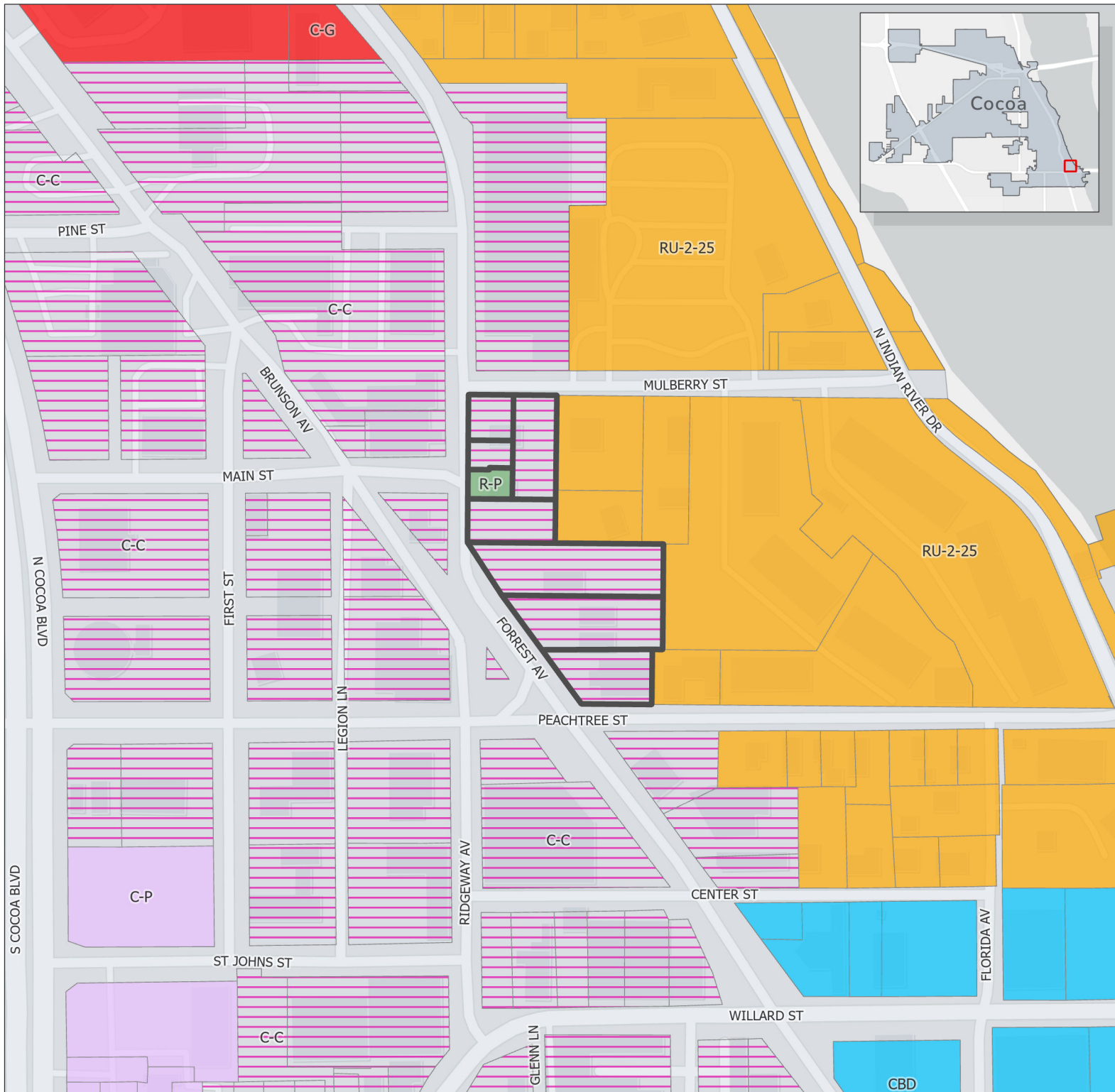
 Subject Parcels

Future Land Use

-  High Density Residential
-  Mixed Use
-  Institutional
-  Recreation/Open Space
-  Parcels
-  Cocoa City Boundary



P20250115-154001.0.3



UPTOWN FORREST AV FLU MAP AMENDMENT ZONING

January 16, 2025

 Subject Parcels

Cocoa Zoning

-  RU-2-25 - Multiple Family Dwelling
-  R-P - Residential Professional
-  CBD - Central Business
-  C-P - Commercial Parkway
-  C-C - Core Commercial
-  C-G - General Commercial
-  Parcels
-  Cocoa City Boundary



P20250115-154001.0.2

AFFIDAVIT OF PUBLICATION

CITY OF COCOA (TE)
Accounting Division
City Of Cocoa - Te
65 Stone ST
Cocoa FL 32922-7982

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Florida Today, a daily newspaper published in Brevard County, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of Public Notices, was published on the publicly accessible website of Brevard County, Florida, or in a newspaper by print in the issues of, on:

BRE Brevard Florida Today 09/19/2025
BRE floridatoday.com 09/19/2025

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 09/19/2025

Legal Clerk

Kongmeng Yang
Notary, State of WI, County of Brown

9-3-29
My commission expires

Publication Cost: \$275.24

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Payment Cost: \$275.24

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of Copies:

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KONGMENG YANG
Notary Public
State of Wisconsin

AD#11681725; 9/19/2025

**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:
PZ 25-00500001 COMPREHENSIVE PLAN MAP AMENDMENT | ORD 10-2025**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, RELATING TO COMPREHENSIVE PLANNING; AMENDING THE FUTURE LAND USE MAP FOR EIGHT (8) PARCELS OF REAL PROPERTY WITHIN THE CITY OF COCOA TOTALING 1.9 ACRES, MORE OR LESS, AND GENERALLY LOCATED ALONG FORREST AVENUE, SOUTH OF MULBERRY ST AND NORTH OF PEACHTREE STREET, IN COCOA, FLORIDA, AS MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO; AMENDING THE FUTURE LAND USE MAP DESIGNATION OF SAID PARCELS FROM "HIGH DENSITY RESIDENTIAL" TO "MIXED USE"; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, INCORPORATION INTO THE COMPREHENSIVE PLAN, AND AN EFFECTIVE DATE AND LEGAL STATUS OF THE PLAN AMENDMENT.

**CONSISTING OF THE FOLLOWING PARCEL ID NUMBERS:
24-36-33-02--5, 24-36-33-02--5.01, 24-36-33-02--6, 24-36-33-02--4, 24-36-33-02--4.01, 24-36-33-00-11, 24-36-33-00-13, 24-36-33-04--B
PLANNING & ZONING BOARD/LOCAL PLANNING AGENCY
PUBLIC HEARING WILL BE HELD ON**

**October 1, 2025
CITY COUNCIL PUBLIC HEARING WILL BE HELD ON
October 14, 2025**

**ALL HEARINGS WILL TAKE PLACE AT 6:00 P.M. OR SOON THEREAFTER IN
THE COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT
65 STONE STREET, COCOA, FL**

General Notice Information:

This is a public meeting. Interested parties are hereby advised that they may appear at said meeting and be heard. The facility wherein this public meeting will be held is accessible to the physically handicapped. In accordance with the Americans With Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk, Monica Arsenault, at least 48 hours prior to the meeting by telephone at (321) 433-8484 or via email at marseault@cocoafl.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/291/20338/City-Meetings>

Interested persons may submit their written comments or questions prior to the meeting through Email at cityclerk@cocoafl.gov.

Viewing In Real Time. Interested persons may view and listen to the hearings live at the following internet address: <https://www.cocoafl.gov/291/20338/City-Meetings> The City is not responsible for technical difficulties that may occur while viewing or listening online.



Florida

PO Box 631244 Cincinnati, OH 45263-1244

GANNETT

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 Public Notices, was published on the publicly accessible website of Brevard County, Florida, or in a newspaper by print in the issues of, on:

BRE Brevard Florida Today 10/22/2025
BRE floridatoday.com 10/22/2025

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 10/22/2025

Legal Clerk

Notary, State of WI, County of Brown

9-3-29

My commission expires

Publication Cost: \$262.82

Tax Amount: \$0.00

Payment Cost: \$262.82

Order No: 11766819

Customer No: 1127247

of Copies:

1

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Please do not use this form for payment remittance.

KONGMENG YANG
Notary Public
State of Wisconsin

Ad#11766819 10/22/2025

CITY OF COCOA
NOTICE OF PUBLIC HEARING
NOTICE IS HEREBY GIVEN THAT
THE COCOA CITY COUNCIL

PROPOSES TO CONSIDER THE FOLLOWING:

PZ 25-00500001 COMPREHENSIVE PLAN MAP AMENDMENT I ORD 10-2025 (Second Reading)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, RELATING TO COMPREHENSIVE PLANNING; AMENDING THE FUTURE LAND USE MAP FOR EIGHT (8) PARCELS OF REAL PROPERTY WITHIN THE CITY OF COCOA TOTALING 1.9 ACRES, MORE OR LESS, AND GENERALLY LOCATED ALONG FORREST AVENUE, SOUTH OF MULBERRY ST AND NORTH OF PEACHTREE STREET, IN COCOA, FLORIDA, AS MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO; AMENDING THE FUTURE LAND USE MAP DESIGNATION OF SAID PARCELS FROM "HIGH DENSITY RESIDENTIAL" TO "MIXED USE"; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, INCORPORATION INTO THE COMPREHENSIVE PLAN, AND AN EFFECTIVE DATE AND LEGAL STATUS OF THE PLAN AMENDMENT.

CONSISTING OF THE FOLLOWING PARCEL ID NUMBERS:

24-36-33-02-*5, 24-36-33-02-*5.01, 24-36-33-02-*6, 24-36-33-02-*4, 24-36-33-02-*4.01, 24-36-33-00-11, 24-36-33-00-13, 24-36-33-04-*B

CITY COUNCIL PUBLIC HEARING WILL BE HELD ON

October 28, 2025

ALL HEARINGS WILL TAKE PLACE AT 6:00 P.M. OR SOON THEREAFTER IN

**THE
COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT
65 STONE STREET, COCOA, FL**

General Notice Information:

This is a public meeting. Interested parties are hereby advised that they may appear at said meeting and be heard. The facility wherein this public meeting will be held is accessible to the physically handicapped. In accordance with the Americans With Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk, Monica Arsenault, at least 48 hours prior to the meeting by telephone at (321) 433-8484 or via email at marseault@cocoafl.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/291/20338/City-Meetings>

Interested persons may submit their written comments or questions prior to the meeting through Email at cityclerk@cocoafl.gov.

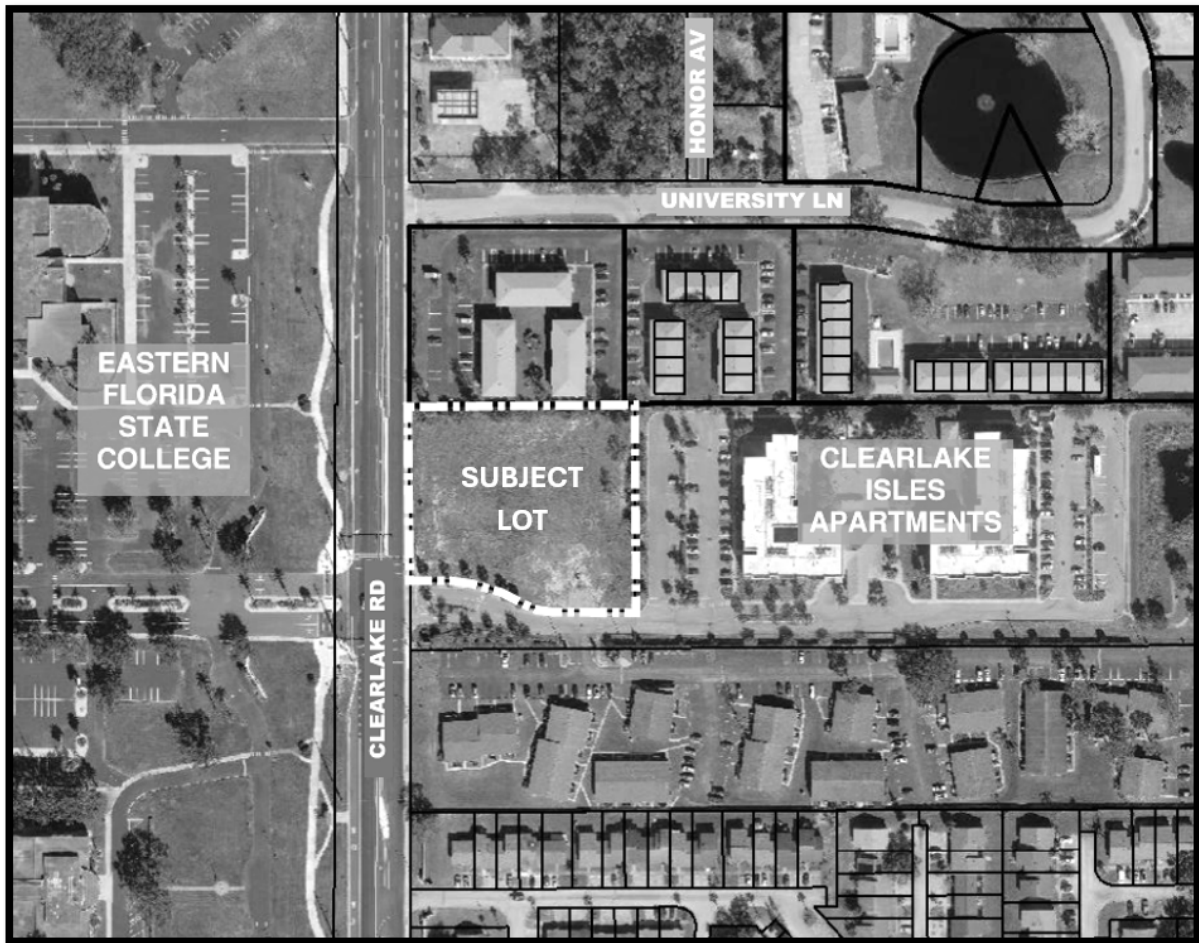
Viewing In Real Time. Interested persons may view and listen to the hearings live at the following internet address: <https://www.cocoafl.gov/291/20338/City-Meetings>. The City is not responsible for technical difficulties that may occur while viewing or listening online.

CITY COUNCIL AGENDA ITEM

Memo Date: October 14, 2025
Agenda Date: October 28, 2025
File ID: 2025-982
Prepared By: Jennifer Webster, Senior Planner
Through: Stockton Whitten, City Manager
Requested Action: Consideration of Resolution 2025-077 of the City Council of the City of Cocoa, providing for the division of one (1) originally platted lot owned by Modwash LLC, located at 1540 Clearlake Road, Cocoa, Florida into two (2) resulting lots of record.

BACKGROUND:

This is a request for a division of one platted lot, Tax Parcel Id. 24-36-20-27-* -1, located at 1540 Clearlake Road, Cocoa, Florida 32922, generally located southeast of the intersection of University Lane and Clearlake Road, west adjacent to Clearlake Isles Apartments, as pictured in the Location Map below.



Location Map

Per the City of Cocoa Code, Chapter 18 – SUBDIVISIONS, “The city council may by resolution at a public hearing approve, approve with conditions, or deny divisions of land which constitute a lot split.” (Sec. 147), and “Upon approval of any lot split by resolution of the city council, the resolution of the city council shall be duly recorded in the public records of Brevard County and the lot split shall be reflected on the appropriate city maps and documents.” (Sec. 147(b)).

The property owner, Modwash LLC (Owner) is requesting to divide one (1) lot (subject lot) into two (2) lots, as pictured in Exhibit B of the attached Resolution (Attachment A). The subject parcel was originally platted as Lot 1 of the Clearlake Isles Subdivision, as recorded in Plat Book 62, Page 1 of Brevard County.

The subject lot is zoned General Commercial (C-G), and the future land use is Commercial. The newly created lot will retain these zoning and future land use designations. The division of these lots does not create any non-conforming conditions. The subject lot currently has one access driveway which will be shared with the resulting lot. For this shared access, the owner is also required to provide the City with a written, executed Declaration of Easements, Covenants and Restrictions which is binding to the lots, and grants the vehicular and pedestrian access easement. (See attachment K).

The Resolution includes two conditions of approval of the lot split:

1. Owner agrees to not further sell, convey, or assign any interest in either Resulting Lot, which would cause the loss of unity of ownership or title of each Resulting Lot, without first obtaining the written consent of the City of Cocoa; and
2. Owner shall, prior to recordation of this Resolution, provide the City with a written, executed Declaration of Easements, Covenants and Restrictions which shall bind the Affected Property and grant, for the benefit of each Resulting Lot, a vehicular and pedestrian access easement as provided in the application for the lot split. The Declaration of Easements, Covenants and Restrictions shall be recorded simultaneously with this Resolution.

Upon the recording of this Resolution in the Official Public Records of Brevard County, the (2) Resulting Lots, which shall consist of the split portions of Lot 1, shall be deemed lots of record for development purposes pursuant to applicable law.

PRIORITY AREA CONNECTION:

Economic and Community Development

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Staff requests City Council **APPROVE** Resolution 2025-077 of the City Council of the City of Cocoa, Brevard County, Florida; providing for the division of one (1) originally platted lot owned by Modwash LLC, generally located southeast of the intersection of University Lane and Clearlake Road and having an address of 1540 Clearlake Road, Cocoa, Florida 32922 into two (2) resulting lots of record; providing for repeal of prior inconsistent resolutions, severability, and an effective date.

RESOLUTION NO. 2025-077

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; PROVIDING FOR THE DIVISION OF ONE ORIGINALLY PLATTED LOT OWNED BY MODWASH LLC, GENERALLY LOCATED SOUTHEAST OF THE INTERSECTION OF UNIVERSITY LANE AND CLEARLAKE ROAD AND HAVING AN ADDRESS OF 1540 CLEARLAKE ROAD, COCOA, FLORIDA 32922 INTO TWO (2) RESULTING LOTS OF RECORD; PROVIDING FOR REPEAL OF PRIOR INCONSISTENT RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City is granted the authority, under Section 2(b), Article VIII, of the State Constitution, to exercise any power for municipal purposes except when expressly prohibited by law; and

WHEREAS, section 18-147 of the City Code allows the owner of a previously platted or otherwise legally recorded lot or tract of land to divide that land so that the division results in the creation of exactly one (1) additional lot or tract; and

WHEREAS, section 18-147 of the City Code authorizes the City Council to approve such division, generally referred to as a “lot split,” by resolution, and sets forth the prerequisites and application process for lot splits; and

WHEREAS, Modwash, LLC (hereinafter “Owner”) is the owner of certain real property located at 1540 Clearlake Road, Cocoa, Florida 32922, generally located southeast of the intersection of University Lane and Clearlake Road, more particularly legally described in **Exhibit A**, attached hereto and fully incorporated herein by this reference, (hereinafter the “Affected Property”); and

WHEREAS, Owners, via Applicant EBI Surveying, have petitioned the City, pursuant to section 18-147 of the City Code, to divide said Affected Property and to create two (2) resulting separate lots; and

WHEREAS, said resulting lots are more particularly depicted and legally described herein; and

WHEREAS, the Affected Property has been assigned a single tax parcel identification number (Tax Parcel Id. 24-36-20-27-*-1) and consists of one platted lot which has historically been vacant, and which has been treated as a single parcel; and

WHEREAS, the Owner proposes to divide the existing Lot 1 of the Clearlake Isles Subdivision, as recorded in Plat Book 62, Page 1, to create two resulting lots; and

WHEREAS, the City Council of the City of Cocoa finds that this Resolution is in the best interests of the public health, safety, and welfare of the citizens of Cocoa.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF COCOA HEREBY RESOLVES, AS FOLLOWS:

Section 1. Recitals. The foregoing recitals are deemed true and correct and are hereby fully incorporated by this reference.

Section 2. Approval of Lot Split.

(a) Subject to the conditions stated below, the City Council hereby approves, pursuant to section 18-147 of the City Code, the division of Lot 1 of the Clearlake Isles Subdivision, as recorded in Plat Book 62, Page 1, located at 1540 Clearlake Road, Cocoa, Florida 32922, generally located southeast of the intersection of University Lane and Clearlake Road (current Parcel number 24-36-20-27-*-1), into two (2) separate resulting lots. Said separate resulting lots are more particularly legally described in **Exhibit B**, attached hereto and fully incorporated herein by this reference (“Resulting Lots”).

(b) *Conditions of Approval.* The conditions of approval for such lot split are as follows:

- i. Owner agrees to not further sell, convey, or assign any interest in either Resulting Lot, which would cause the loss of unity of ownership or title of each Resulting Lot, without first obtaining the written consent of the City of Cocoa. Nothing herein is intended to prohibit or restrict the Owner from selling, conveying or assigning each Resulting Lot as a unified parcel of land or encumbering each Resulting Lot with easements or other interests in land that do not cause loss of unity of ownership or title. Owner, as a condition of the approval of this Resolution, agrees and consents that this requirement shall be binding upon the heirs, personal representatives, successors and assigns of the Owner and shall run with the Affected Property; and
- ii. Owner shall, prior to recordation of this Resolution, provide the City with a written, executed Declaration of Easements, Covenants and Restrictions which shall bind the Affected Property and grant, for the benefit of each Resulting Lot, a vehicular and pedestrian access easement as provided in the application for the lot split. The Declaration of Easements, Covenants and Restrictions shall be recorded simultaneously with this Resolution.

(c) Upon recordation of this Resolution in the Official Public Records of Brevard

County, Florida, said two (2) Resulting Lots, which shall consist of the split portions of Lot 1, shall each be deemed a lot of record for development purposes pursuant to applicable law.

Section 3. Repeal of Prior Inconsistent Resolutions. All prior inconsistent resolutions adopted by the City Council, or parts of prior resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

Section 4. Severability. If any section, subsection, sentence, clause, phrase, word or provision of this Resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Resolution.

Section 5. Instructions to Staff. Pursuant to section 18-147 of the City Code, the City Clerk is hereby directed to record this Resolution in the Official Public Records of Brevard County, Florida at such time as the conditions of approval herein have been satisfied. At such time, the Community Services Department is hereby directed to modify city maps and documents to reflect the lot split upon recordation of this Resolution.

Section 6. Effective Date. This Resolution shall become effective immediately upon adoption by the City Council of the City of Cocoa. However, the Resolution shall not be binding upon the Affected Property until recorded by the City in accordance with the requirements of this Resolution.

ADOPTED by the City Council of the City of Cocoa, Florida, this ____ day of _____, 2025.

Michael C. Blake, Mayor

ATTEST (City Seal):

Monica Arsenault, City Clerk

Approved as to legal form and sufficiency for
the City of Cocoa only:

ANTHONY A. GARGANESE, City Attorney

EXHIBIT A

AFFECTED PROPERTY

Lot 1, Clearlake Isles Subdivision, according to the map or plat thereof, as recorded in Plat Book 62, Page 1, of the Public Records of Brevard County, Florida.

EXHIBIT B LEGAL DESCRIPTION OF RESULTING LOTS

NEW LOT 1

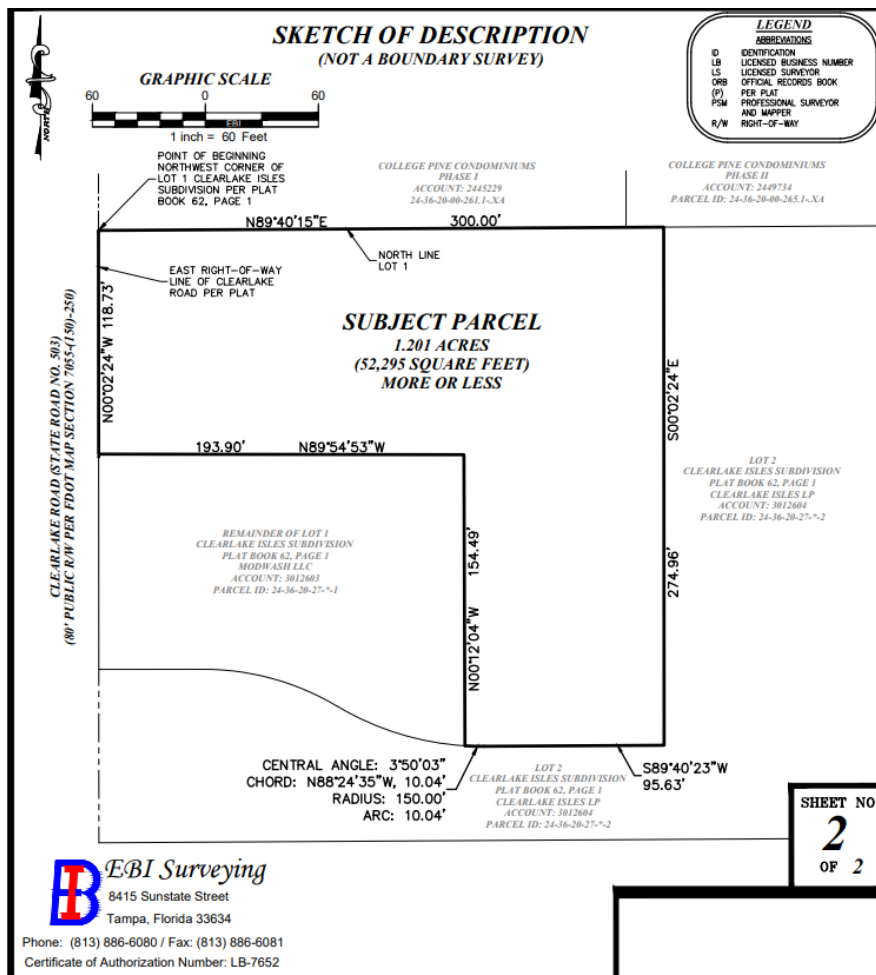
Description

THAT PART OF LOT 1 CLEARLAKE ISLES SUBDIVISION PLAT, LYING WITHIN SECTION 20, TOWNSHIP 24 SOUTH, RANGE 36 EAST, CITY OF COCOA, FLORIDA, AS RECORDED IN PLAT BOOK 62, PAGE 1, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOW:

BEGINNING AT THE NORTHWEST CORNER OF LOT 1 OF SAID CLEARLAKE ISLES SUBDIVISION PLAT; THENCE N89°40'15"E, ALONG THE NORTH LINE OF LOT 1, A DISTANCE OF 300.00 FEET; THENCE S00°02'24"E, A DISTANCE OF 274.96 FEET; THENCE S89°40'23"W, A DISTANCE OF 95.63 FEET; THENCE 10.04 FEET ALONG AN ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 150.00 FEET AND A CENTRAL ANGLE OF 3°50'03" (CHORD BEARING N88°24'35"W, A DISTANCE OF 10.04 FEET); THENCE N00°12'04"W, A DISTANCE OF 154.49 FEET; THENCE N89°54'53"W, A DISTANCE OF 193.90 FEET, TO THE EAST RIGHT-OF-WAY LINE OF CLEARLAKE ROAD; THENCE N00°02'24"W, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 118.73 FEET, TO THE POINT OF BEGINNING.

CONTAINING 52,295 SQUARE FEET OR 1.201 ACRES, MORE OR LESS.

Depiction:



NEW LOT 2

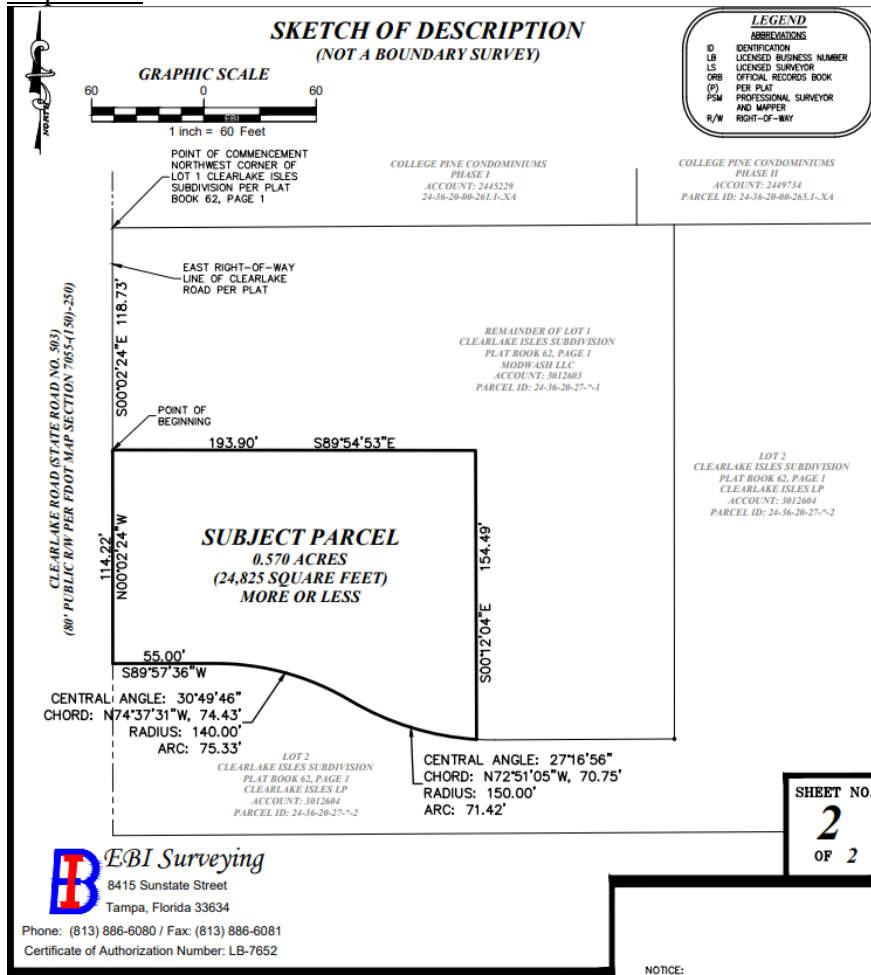
Description

THAT PART OF LOT 1 CLEARLAKE ISLES SUBDIVISION PLAT, LYING WITHIN SECTION 20, TOWNSHIP 24 SOUTH, RANGE 36 EAST, CITY OF COCOA, FLORIDA, AS RECORDED IN PLAT BOOK 62, PAGE 1, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOW:

COMMENCE AT THE NORTHWEST CORNER OF LOT 1 OF SAID CLEARLAKE ISLES SUBDIVISION PLAT; THENCE S00°02'24"E, ALONG THE EAST RIGHT-OF-WAY LINE OF CLEARLAKE ROAD, A DISTANCE OF 118.73 FEET, TO THE POINT OF BEGINNING; THENCE S89°54'53"E, LEAVING SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 193.90 FEET; THENCE S00°12'04"E, A DISTANCE OF 154.49 FEET; THENCE 71.42 FEET ALONG AN ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 150.00 FEET AND A CENTRAL ANGLE OF 27°16'56" (CHORD BEARING N72°51'05"W, A DISTANCE OF 70.75 FEET); THENCE 75.33 FEET ALONG AN ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 140.00 FEET AND A CENTRAL ANGLE OF 30°49'46" (CHORD BEARING N74°37'31"W, A DISTANCE OF 74.43 FEET); THENCE S89°57'36"W, A DISTANCE OF 55.00 FEET, TO THE EAST RIGHT OF WAY LINE OF CLEARLAKE ROAD; THENCE N00°02'24"W, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 114.22 FEET, TO THE POINT OF BEGINNING.

CONTAINING 24,825 SQUARE FEET OR 0.570 ACRES, MORE OR LESS.

Depiction:





LOT SPLIT APPLICATION

City Manager's Office
Planning and Zoning
65 Stone Street
Cocoa, Florida 32922

Phone: (321) 433-8535
Fax: (321) 433-8543
Web: <http://www.cocoafl.org>

This form is divided into steps, which will help you prepare your application, provide supplemental items, and prepare for the City Council. A pre-application meeting with Staff is **required**.

For Office Use Only - Date Received

Stamp Only When Application is Fully Complete

Please TYPE or PRINT this application neatly.

1. Type of Application:

- ☐ Residential Lot Split
☒ Non-Residential Lot

2. Applicant Information:

** NOTE: Applicant is the main contact, who must attend the meeting!*

Company (if applicable): EBI SURVEYING

Name: STEPHEN NOWORYA

Mailing Address: 1304 W. FLETCHER AVENUE

City: TAMPA State: FL Zip Code: 33612

Phone #: 813-886-6080 Fax #: N/A

Mobile #: 609-502-5389 E-mail: stephen@ebisurvey.com

3. Property Owner Information:

** Check here if same as Applicant → ☐*

** If more than one owner, attach additional sheet with names and addresses.*

Company (if applicable): MODWASH LLC

Name: AUTUMN FRANCIS

Mailing Address: 736 CHERRY STREET

City: CHATTANOOGA State: TN Zip Code: 37402

Phone #: 423-756-9267 Fax #: N/A

Mobile #: 423-883-5994 E-mail: afrancis@hutton.build

4. Property Information:

Street Address and Location: 1556 Clearlake Road

Parcel ID: _____ * If more than two Parcel IDs, attach additional sheet with Parcel IDs.

2 4 - 3 6 - 2 0 - 2 7 - * . - 1 .

- - - - - . - .

Tax Account Numbers: ** If more than two Tax Account #s, attach additional sheet with Tax Account #s.*

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Land Area: 77,120 square feet or 1.77 acres

Future Land Use (to be completed by City): _____

Zoning District (to be completed by City): _____

Existing Use(s) on Property: 1000 - VACANT COMMERCIAL LAND

Proposed Use(s) on Property: COMMERCIAL LAND

5. Surveyor:

Company (if applicable): EBI SURVEYING

Name: THOMAS SURBU

Mailing Address: 1304 W. FLETCHER AVENUE

City: TAMPA State: FL Zip Code: 33612

Phone #: 813-886-6080 Fax #: N/A

Mobile #: _____ E-mail: _____

6. Indicate whether new streets, water, sewer, drainage structures, or other infrastructure are required off-site to provide sufficient access or municipal services to the subject land:

Not sure

7. Describe the planned means of access for each resulting lot and provide a copy of proposed supporting cross-access easements, if any, including width of access ways or easements:

Public access has been granted by a Public access easement per ORB 7550, Page 1807

8. Please submit the following items in order complete the application:

- a. ☒ **Notarized application.**
 - b. ☒ **Application fee.** The fee is \$500 for Residential Lot Splits and \$1250. for Non-Residential Lot Splits. Please make checks payable to the 'City of Cocoa' and submit payment **ONLY** to the Community Services Department. Public mail notice and legal advertising fees must also be paid a few weeks after application submittal.
 - c. ☒ **Proof of ownership.** A copy of the most recent recorded warranty deed is required.
 - d. ☒ **Letter of authorization.** If the applicant is not the property owner, a notarized letter of authorization or agent affidavit is required, unless the applicant is the Attorney of the owner. Each property owner must complete a separate authorization form or other suitable documentation to allow the agent to act upon his/her behalf. A sample "Letter of Authorization" form is available from the City.
 - e. ☐ **Corporate documents.** If the applicant/owner is representing a company, articles of incorporation which show the applicant/owner is authorized to represent the company is required. A data record printout from the Florida Department of State, Division of Corporations website may also be provided (<http://www.sunbiz.org/corpweb/inquiry/search.html>).
 - f. ☒ **Certified Existing Boundary Survey(s).** Submit two (2) copies and 1 electronic copy drawn to scale of a current certified survey showing the dimensions of all existing principal and accessory structures, existing easements, and existing utility improvements or infrastructure.
 - g. ☒ **Legal descriptions and sketch.** Submit two (2) copies (11x17) and 1 electronic copy of the proposed legal description and acreage of the two (2) proposed lots or tracts of land and a sketch of the legal description depicting the intended division, which must be prepared by a duly licensed land surveyor registered in Florida. If a lot or tract of land contains any existing principal or accessory structures, the survey shall depict the structures on the lot or tract of land as well as easements and utility improvements.
 - h. ☒ **Title opinion.** A title opinion from an attorney or a property information report that is prepared within the preceding thirty (30) days showing the status of the title to the site encompassed by the lot split and all mortgages, liens, easements, encumbrances, covenants and restrictions, and defects, if any. (See Title Opinion Guidelines, attached to this application.)
 - i. ☐ **List of owners within 500 feet for meetings (For Residential Lot-splits Only).** A "radius map package" from Brevard County containing a certified mailing list with mailing labels and a map of all property owners of record who reside within a 500-foot radius of the subject property is required for public notice. It is the applicant's responsibility to request these materials with the Brevard County GIS Department that are available free of charge. Inquiries need to be emailed to servicedesk@brevardfl.gov and forwarded to the **City of Cocoa Planning and Zoning Department** when available.
 - j. ☐ **Additional information (optional).** Submit any information that may be helpful in understanding the request. This may include photos, sketches, elevations, or letters from adjoining property owners.
 - k. ☐ **Cross Access Easements.** Submit copies of cross-access easement(s), if any, for the proposed resulting lots.
- 9. Application filing deadline.** The application filing deadline is on the first Friday of each month at 5:00 pm for public hearings that are held in the following month.
- 10. Application filing procedure.** This application, together with all required exhibits and attachments, shall be completed and filed with the Planning and Zoning Division prior to the established filing deadline for the public hearing before the City Council.

Public hearings process information – please read!

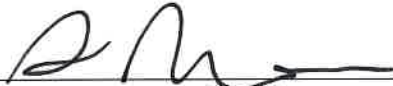
- 11. Dates and locations of public hearings.** All lot split applications require one hearing in front of the City of Cocoa Council. Current schedules of the City Council meetings can be found on the City's website.
- 12. Board types.** City Council is an authoritative body and is able to make binding decisions.
- 13. Presence required at the public hearings.** The applicant or his/her representative must be present to answer any questions concerning the application. If there are extenuating circumstances why the applicant or his/her representative cannot attend, he or she must notify the City in writing prior to the public hearing and may request a postponement.
- 14. Preparing for the public hearings.** It is the applicant's responsibility to research and know all laws that may be applicable and may affect the outcome of any decision on the application request. The City assumes no responsibility or liability relating to the applicant's failure to research and know all applicable laws including, but not limited to state, federal, and city laws, codes, land development regulations, and the comprehensive plan.
- 15. Exhibits at public hearings.** If photographs, documents, maps or other materials are provided to the Board/Council as evidence at the public hearing, the applicant must leave those instruments with the Recording Secretary. By law those instruments automatically become part of the public records and cannot be returned to the applicant.
- 16. Witnesses at public hearings.** For the purposes of making a decision on the application, the Board/Council shall only consider testimony of qualified witnesses. A witness is determined by the Board/Council and is generally based on:
 - a. The witness has personal knowledge of the fact in which the witness will testify; and/or
 - b. In the case of testimony consisting of opinions or inferences, the testimony is qualified as the following:
 1. *Layman witness:* Testimony of a witness other than an expert witness is qualified only if:
 - The witness can readily, and with equal accuracy and adequacy, communicate what he or she perceived to the Board without testifying in the form of opinions or inferences.
 - The opinions and inferences do not require any special knowledge, skill experience or training.
 2. *Expert witness.* Testimony of an expert witness is qualified only if:
 - The subject matter is proper for expert testimony because scientific, technical, or other specialized skill will help the Board understand the evidence being presented, or helps establish a fact in issue.
 - The witness is adequately qualified to express an opinion on the matter.

17. Signatures and Notarization.

STATE OF FLORIDA COUNTY OF HILLSBOROUGH, I, STEPHEN NOWRYTA
being first duly sworn, depose and say that:

- ☐ I am the owner of the subject property, or if corporation, I am the officer of the corporation authorized to act on this request.
- ☒ I am the legal representative of the owner of the subject property of this application and a notarized Letter of Authorization form or agent affidavit accompanies this application giving written consent by all property owners of the subject property, unless the applicant is the Attorney representing the owner.

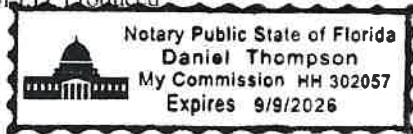
I hereby certify that I have read, completed and understand this Lot Split application and all applicable criteria and requirements as listed in the City of Cocoa Code. I further understand that if my application and all associated attachments are not complete and accurate in all respects, the application will not be processed or scheduled for a public hearing, if applicable. I further understand that this application must be complete and accurate prior to the advertising of a public hearing.


(APPLICANT SIGNATURE)

DANIEL THOMPSON
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known ☒ OR Produced Identification ☐

Type of I.D. Produced HH 302057




(NOTARY PUBLIC SIGNATURE)

STATE OF FLORIDA, COUNTY OF BREVARD

Sworn and subscribed to before me this 23RD day of JUNE, 20 25

FOR OFFICE USE ONLY

Fee of \$ _____ in cash ☐ or check ☐ (No. _____) payable to the "City of Cocoa".

Receipt Number: _____

Date: _____

Signature from Planning & Zoning Division:

Per Ordinance No. 06-2024 City of Cocoa

(2) City staff review.

- a. Upon receipt of a complete lot split application, the City Manager designee and City staff from public works, fire, and utilities departments as necessary, shall review the application and either find the application to be sufficient or indicate areas which are inadequately or improperly completed.
- b. The City Attorney shall review the title opinion or certification.
- c. City staff shall return in writing all comments, recommendations, and questions to the applicant within thirty (30) business days of receipt of a complete application.
- d. Should any comment or recommendation made by the City reviewing staff require the applicant to revise its submittal, the City staff shall review the revised submittal and return all comments, recommendations, and questions to the applicant for further revision.
- e. Upon completion of necessary revisions, the planning and zoning staff shall schedule the application for consideration by the City Council.

(3) Public hearing. The City Council shall consider an application for a lot split at a duly noticed public hearing and shall vote to recommend approval, approval with conditions, or disapproval of the lot split. Any approval of a lot split shall be by resolution of the City Council.

(4) Review criteria. Before any lot split is approved by the City Council, the applicant must demonstrate, and City Council must find, that the proposed lot split meets the following criteria:

- a. The proposed lot split shall in every respect meet the criteria established elsewhere in this Chapter and the City Code for the category of zoning and other relevant codes and applicable laws under which the property is zoned.
- b. The application is consistent with the City's comprehensive plan.
- c. The application does not create any lots, tracts of land, or developments that do not conform to the City Code.
- d. The application provides for proper and sufficient ingress and egress to all affected properties through a public or approved private street or perpetual cross access easements.
- e. The application is compatible and in harmony with the surrounding neighborhood including with respect to the size of existing surrounding lots and development trends in the neighborhood which have been previously approved by the City Council.
- f. The application does not create burdensome congestion on the streets and highways.
- g. The application promotes the orderly layout and use of land.
- h. The application provides for adequate light and air.
- i. The application does not create an overcrowding of land.
- j. The application does not pose any significant harm to the adequate and economical provision of water, sewer, and other public services.
- k. If the lot split creates a flag lot, the narrow access strip shall be a minimum of thirty-five (35) feet in width. The narrow strip for each flag lot shall intersect a publicly dedicated and accepted road at no less than a sixty degree (60°) angle. Any flag lot of record prior to the effective date of this amendment to the zoning laws of the City of Cocoa shall be considered a nonconforming lot of record if the narrow access strip is a minimum of ten (10) feet in width and said lot shall enjoy the same nonconforming rights as set forth in article X, section 3, Appendix A—Zoning, of the City of Cocoa Code. For the purposes of this section, "flag lot" shall mean any lot, plot, tract or parcel of land having a narrow, deeded, strip of land connecting the main body of said lot, plot, tract or parcel to a publicly dedicated and accepted road. For such lots, the lot

width, lot depth and front, side and rear lot lines shall be established by the boundaries of the main body of such lot exclusive of the narrow connector strip of land.

(5) *Special notice for residential lot splits.* Any proposed lot split of a residentially zoned property shall require special notice be provided to adjacent property owners at least ten (10) days prior to the City Council meeting on the proposed residential lot split. Said notices shall be provided by regular mail to adjacent property owners within five hundred (500) feet of the property subject to the lot split application, and shall include the address and legal description of the subject property, and the date, time, and location of the City Council meeting. Notices provided under this subsection are hereby deemed courtesy notices only and the failure to provide or receive said notices shall not be a basis of appealing any decision made under this section. Applicants shall be solely responsible for the cost of the notices required by this subsection.

(b) *Recording.* Upon approval of any lot split by resolution of the City Council, the resolution of the City Council shall be duly recorded in the public records of Brevard County and the lot split shall be reflected on the appropriate City maps and documents.

(c) *Restriction on additional lot splits.* No further division of a lot which has been split pursuant to an approved lot split shall be permitted under this Section, except through the plat review and approval procedures of this Chapter.

PREPARED BY AND RETURN TO:

Taylor Jones
Hutton
736 Cherry Street
Chattanooga, TN 37402

Parcel Identification No. 3012603

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made this 7th day of January, 2025, between **MERRITT ISLAND VENTURES, INC.**, a Florida Domestic Profit Corporation, whose office address is P.O. Box 541707, Merritt Island, Florida 32954 hereinafter called the Grantor, to **MODWASH, LLC**, a Delaware limited liability company, whose office address is 736 Cherry Street, Chattanooga, Tennessee 37402, hereinafter called the Grantee.

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH:

That the Grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situate in Brevard County, Florida, viz:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

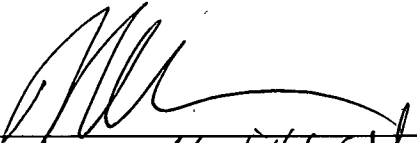
TO HAVE AND TO HOLD, the same in fee simple forever.

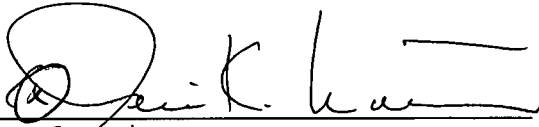
AND the Grantor hereby covenants with said Grantee that it is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey said land; that it hereby warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but against none other; and that said land is free of all encumbrances except for *ad valorem* taxes for 2025 and all subsequent years, and matters appearing of record in the Public Records of Brevard County, Florida on **Exhibit "B"** attached hereto and fully made a part hereof for all purposes (the "**Permitted Exceptions**"); provided, however, that this reference shall not serve to re-impose same.

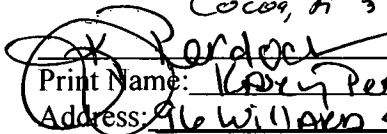
IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal the day and year first above written.

Signed, sealed and delivered
in the presence of:

MERRITT ISLAND VENTURES, INC., a
Florida corporation


Print Name: Mitchell S. Gold
Address: 90 Williams St. #302
Cocoa, FL 32911

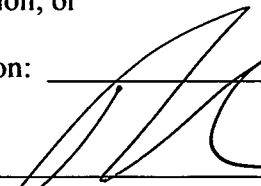
By: 
Name: Terri K. Watson
Its: PRESIDENT


Print Name: Kory Perdoch
Address: 90 Williams St. #302
Cocoa, FL 32911

STATE OF FLORIDA)
) ss:
COUNTY OF BREVARD)

The foregoing instrument was acknowledged before me of ☒ physical presence or ☐ online notarization this 5 day of December, 2024, by Terri K. Watson, as President of **MERRITT ISLAND VENTURES, INC.**, a Florida corporation, on behalf of the company. He/She is:

- ☒ personally known to me; or
- ☐ produced a driver's license issued by the _____ Department of Highway Safety and Motor Vehicles as identification; or
- ☐ produced the following identification: _____



NOTARY PUBLIC, STATE OF FLORIDA

(Print, Type or Stamp Commissioned Name of Notary Public)

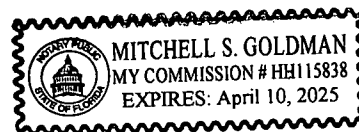


EXHIBIT "A"

The Land referred to herein below is situated in the County of Brevard, State of Florida, and is described as follows:

Lot 1 of CLEARLAKE ISLES SUBDIVISION, according to the Plat thereof as recorded in Plat Book 62, Page(s) 1, of the Public Records of Brevard County, Florida.

Together with perpetual, non-exclusive, beneficial easements granted by that Declaration of Easement by U.S. 1 Corridor Redevelopment Agency recorded in Book 7550, Page 1807, of the public records of Brevard County, Florida.

EXHIBIT "B"

1. General or special taxes and assessments required to be paid in the year 2025 and subsequent years, not yet due and payable.
2. Covenants, Conditions and Restrictions as set forth in warranty deed recorded in Book 1096, Page 550.
3. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of CLEARLAKE ISLES SUBDIVISION, as recorded in Plat Book 62, Page(s) 1, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
4. Clearlake Road Development Agreement recorded in Book 6331, Page 2227, and Amended Clearlake Road Development Agreement recorded in Book 7285, Page 981, and Second Amended Clearlake Road Development Agreement recorded in Book 9610, Page 266, of the public records of Brevard County, Florida.
5. Declaration of Easement by U.S. 1 Corridor Redevelopment Agency recorded in Book 7550, Page 1807, of the public records of Brevard County, Florida.
6. Land Use Restriction Agreement recorded in Book 7556, Page 883, of the public records of Brevard County, Florida.

Letter of Authorization

June 4, 2025

To: All City, County and State agencies with jurisdiction over the development of the Property

Re: Property located at 1540 Clearlake Rd., Cocoa, FL (the "Property")

To Whom It May Concern:

Merritt Island Ventures, Inc. ("Owner") is the owner of the above-referenced Property. Owner hereby authorizes each of the persons and/or entities listed below (the "Designated Agents") to act as Owner's agent for purposes of filing any and all applications for building, site, and development permits and approvals relating to the construction of a car wash on the Property, including the subdivision or lot split of the Property.

Designated Agents:

- EBI Surveying
- Thomas Engineering Group
- Axis Infrastructure

Please contact me if you have any questions. Thank you.

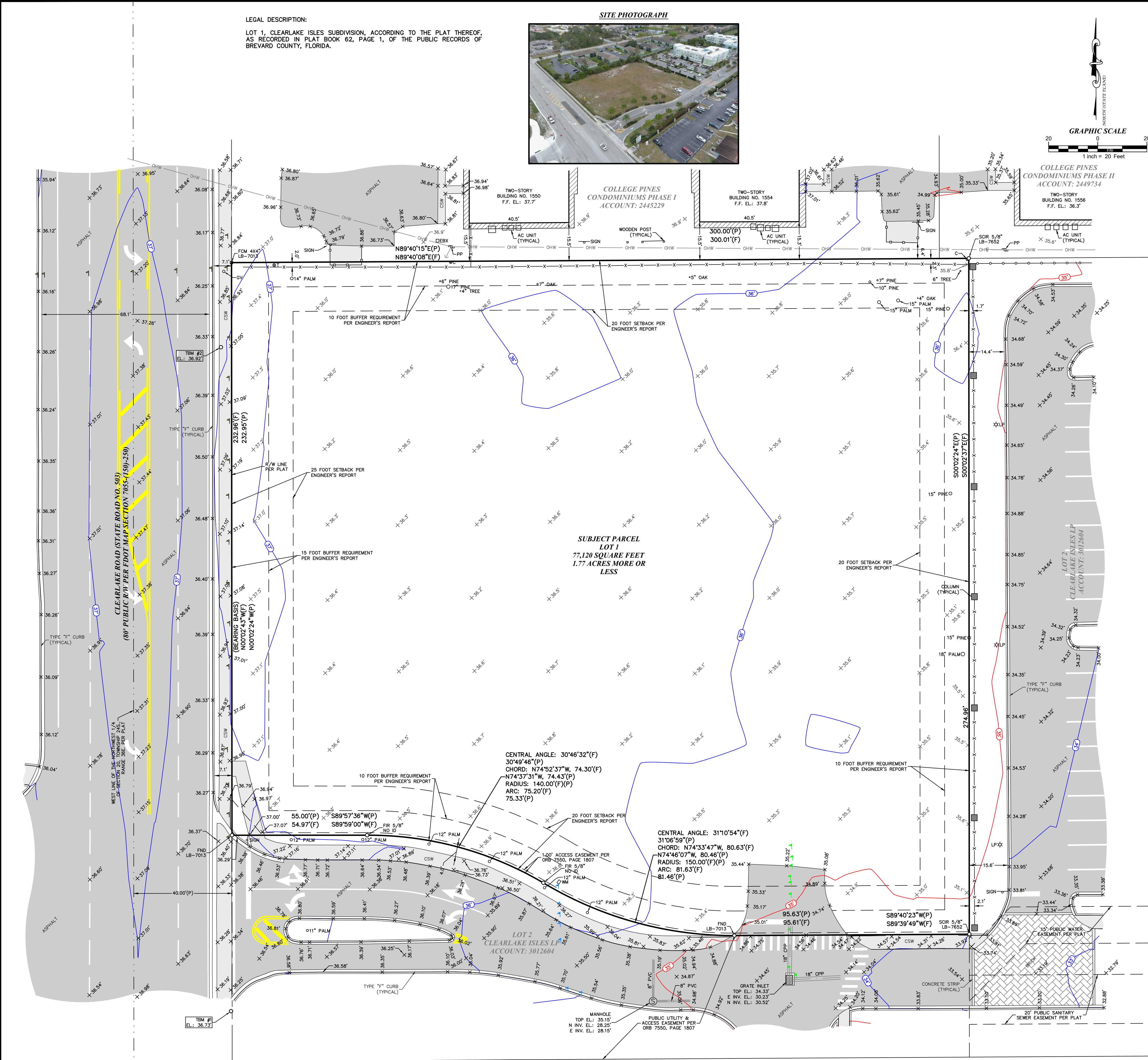
ModWash, LLC

By:

Name:

Title:

Autumn Francis
Autumn Francis
Director



MAP OF SURVEY

VICINITY MAP

ADAMSON CREEK

WESTOVER

Cocoa West

Rockledge

Footman

Williams Point

Sharpees

City Point

Indianola

SKYLARK ESTATES

Merritt Island

1556 CLEARLAKE ROAD

LOT 1

REVISIONS:

DATE OF SURVEY: 02/08/2024

DRAWN: EWB/SDT

CHECKED: TPS

REVISION:

FILE: EWB7ALTAX.dwg

PROJECT NUMBER: HUTT0067

SHEET NO.

TO THE HUTTON REAL ESTATE SERVICES, INC., A FLORIDA CORPORATION; MOWASH, LLC, A DELAWARE LIMITED LIABILITY COMPANY AND FIRST AMERICAN TITLE INSURANCE COMPANY

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 5, 6(a), 7(a), 8, 9, 13, 16 AND 19 OF TABLE A THEREOF.

THE FIELDWORK WAS COMPLETED ON 02/08/2024.

AND

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY DIRECTION AND MEETS THE STANDARDS OF PRACTICE REQUIREMENTS OF CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE.

Digitally signed

THOMAS S Serbu

Serbu

Date: 2024.11.27

10:02:40 -05'00'

11/27/2024

DATE SIGNED

THOMAS PATRICK SERBU

PROFESSIONAL SURVEYOR AND MAPPER

FLORIDA REGISTRATION NUMBER LS-4744

EMAIL: thomas@ebisurveying.com

PHONE: (813) 886-0080 / FAX: (813) 886-0081

CERTIFICATE OF AUTHORIZATION NUMBER: LB-7652

SKETCH OF DESCRIPTION
(NOT A BOUNDARY SURVEY)

LEGAL DESCRIPTION:

THAT PART OF LOT 1 CLEARLAKE ISLES SUBDIVISION PLAT, LYING WITHIN SECTION 20, TOWNSHIP 24 SOUTH, RANGE 36 EAST, CITY OF COCOA, FLORIDA, AS RECORDED IN PLAT BOOK 62, PAGE 1, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOW:

BEGINNING AT THE NORTHWEST CORNER OF LOT 1 OF SAID CLEARLAKE ISLES SUBDIVISION PLAT; THENCE N89°40'15"E, ALONG THE NORTH LINE OF LOT 1, A DISTANCE OF 300.00 FEET; THENCE S00°02'24"E, A DISTANCE OF 274.96 FEET; THENCE S89°40'23"W, A DISTANCE OF 95.63 FEET; THENCE 10.04 FEET ALONG AN ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 150.00 FEET AND A CENTRAL ANGLE OF 3°50'03" (CHORD BEARING N88°24'35"W, A DISTANCE OF 10.04 FEET); THENCE N00°12'04"W, A DISTANCE OF 154.49 FEET; THENCE N89°54'53"W, A DISTANCE OF 193.90 FEET, TO THE EAST RIGHT-OF-WAY LINE OF CLEARLAKE ROAD; THENCE N00°02'24"W, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 118.73 FEET, TO THE POINT OF BEGINNING.

CONTAINING 52,295 SQUARE FEET OR 1.201 ACRES, MORE OR LESS.

SHEET NO.

1
OF 2



8415 Sunstate Street
Tampa, Florida 33634

Phone: (813) 886-6080 / Fax: (813) 886-6081
Certificate of Authorization Number: LB-7652

SURVEY REPORT:

1. UNLESS DIGITALLY SIGNED AND SEALED, THIS SKETCH OF DESCRIPTION AND/OR REPORT OR THE COPIES HEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES ARE PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION WAS MADE UNDER MY DIRECTION AND MEETS THE STANDARDS OF PRACTICE REQUIREMENTS OF CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE.

THOMAS S Serbu Digitally signed by THOMAS Serbu
Date: 2025.03.06 12:52:03 -05'00'

THOMAS PATRICK SERBU
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NUMBER LS-4744
EMAIL: thomas@ebisurvey.com
DATE SIGNED: 3/6/25

DATE: 3/6/2025
DRAWN: SDN
CHECKED: TPS
REVISION:
FILE: HU67P1SODX.dwg

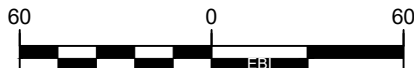
PROJECT NUMBER:
HUTT0067

SKETCH OF DESCRIPTION
SUBJECT PARCEL
PART OF LOT 1
CLEARLAKE ISLES SUBDIVISION
PLAT BOOK 62, PAGE 1
SECTION 20
TOWNSHIP 24 S, RANGE 36E
BREVARD COUNTY, FLORIDA

SKETCH OF DESCRIPTION (NOT A BOUNDARY SURVEY)



GRAPHIC SCALE



1 inch = 60 Feet

POINT OF BEGINNING
NORTHWEST CORNER OF
LOT 1 CLEARLAKE ISLES
SUBDIVISION PER PLAT
BOOK 62, PAGE 1

COLLEGE PINE CONDOMINIUMS
PHASE I
ACCOUNT: 2445229
24-36-20-00-261.1-XA

COLLEGE PINE CONDOMINIUMS
PHASE II
ACCOUNT: 2449734
PARCEL ID: 24-36-20-00-265.1-XA

LEGEND

ABBREVIATIONS

ID	IDENTIFICATION
LB	LICENSED BUSINESS NUMBER
LS	LICENSED SURVEYOR
ORB	OFFICIAL RECORDS BOOK
(P)	PER PLAT
PSM	PROFESSIONAL SURVEYOR AND MAPPER
R/W	RIGHT-OF-WAY

CLEARLAKE ROAD (STATE ROAD NO. 503)
(80' PUBLIC R/W PER FDOT MAP SECTION 7055-(150)-250)

N89°40'15"E 300.00'

300.00'

EAST RIGHT-OF-WAY
LINE OF CLEARLAKE
ROAD PER PLAT

NORTH LINE
LOT 1

SUBJECT PARCEL
1.201 ACRES
(52,295 SQUARE FEET)
MORE OR LESS

N00°02'24"W 118.73'

193.90'

N89°54'53"W

REMAINDER OF LOT 1
CLEARLAKE ISLES SUBDIVISION
PLAT BOOK 62, PAGE 1
MODWASH LLC
ACCOUNT: 3012603
PARCEL ID: 24-36-20-27-*-1

N00°12'04"W 154.49'

S00°02'24"E

274.96'

LOT 2
CLEARLAKE ISLES SUBDIVISION
PLAT BOOK 62, PAGE 1
CLEARLAKE ISLES LP
ACCOUNT: 3012604
PARCEL ID: 24-36-20-27-*-2

CENTRAL ANGLE: 3°50'03"
CHORD: N88°24'35"W, 10.04'
RADIUS: 150.00'
ARC: 10.04'

LOT 2
CLEARLAKE ISLES SUBDIVISION
PLAT BOOK 62, PAGE 1
CLEARLAKE ISLES LP
ACCOUNT: 3012604
PARCEL ID: 24-36-20-27-*-2

S89°40'23"W
95.63'

SHEET NO.

2
OF 2



EBI Surveying

8415 Sunstate Street

Tampa, Florida 33634

Phone: (813) 886-6080 / Fax: (813) 886-6081

Certificate of Authorization Number: LB-7652

DATE: 3/6/2025
DRAWN: SDN
CHECKED: TPS
REVISION:
FILE: HU67P1SODX.dwg

PROJECT NUMBER:
HUTT0067

SKETCH OF DESCRIPTION
SUBJECT PARCEL
PART OF LOT 1
CLEARLAKE ISLES SUBDIVISION
PLAT BOOK 62, PAGE 1
SECTION 20
TOWNSHIP 24 S, RANGE 36E
BREVARD COUNTY, FLORIDA

NOTICE:

THIS SKETCH OF DESCRIPTION IS NOT
VALID WITHOUT THE PRESENCE OF ALL
SHEETS

SKETCH OF DESCRIPTION
(NOT A BOUNDARY SURVEY)

LEGAL DESCRIPTION:

THAT PART OF LOT 1 CLEARLAKE ISLES SUBDIVISION PLAT, LYING WITHIN SECTION 20, TOWNSHIP 24 SOUTH, RANGE 36 EAST, CITY OF COCOA, FLORIDA, AS RECORDED IN PLAT BOOK 62, PAGE 1, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOW:

COMMENCE AT THE NORTHWEST CORNER OF LOT 1 OF SAID CLEARLAKE ISLES SUBDIVISION PLAT; THENCE S00°02'24"E, ALONG THE EAST RIGHT-OF-WAY LINE OF CLEARLAKE ROAD, A DISTANCE OF 118.73 FEET, TO THE POINT OF BEGINNING; THENCE S89°54'53"E, LEAVING SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 193.90 FEET; THENCE S00°12'04"E, A DISTANCE OF 154.49 FEET; THENCE 71.42 FEET ALONG AN ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 150.00 FEET AND A CENTRAL ANGLE OF 27°16'56" (CHORD BEARING N72°51'05"W, A DISTANCE OF 70.75 FEET); THENCE 75.33 FEET ALONG AN ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 140.00 FEET AND A CENTRAL ANGLE OF 30°49'46" (CHORD BEARING N74°37'31"W, A DISTANCE OF 74.43 FEET); THENCE S89°57'36"W, A DISTANCE OF 55.00 FEET, TO THE EAST RIGHT OF WAY LINE OF CLEARLAKE ROAD; THENCE N00°02'24"W, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 114.22 FEET, TO THE POINT OF BEGINNING.

CONTAINING 24,825 SQUARE FEET OR 0.570 ACRES, MORE OR LESS.

SHEET NO.

1
OF 2



EBI Surveying

8415 Sunstate Street

Tampa, Florida 33634

Phone: (813) 886-6080 / Fax: (813) 886-6081

Certificate of Authorization Number: LB-7652

SURVEY REPORT:

1. UNLESS DIGITALLY SIGNED AND SEALED, THIS SKETCH OF DESCRIPTION AND/OR REPORT OR THE COPIES HEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES ARE PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION WAS MADE UNDER MY DIRECTION AND MEETS THE STANDARDS OF PRACTICE REQUIREMENTS OF CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE.

THOMAS S Serbu Digitally signed
by THOMAS
Serbu
Date: 2025.03.06
12:44:14 -05'00'

THOMAS PATRICK SERBU
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NUMBER LS-4744
EMAIL: thomas@ebisurvey.com
DATE SIGNED: 3/6/25

DATE: 3/4/2025
DRAWN: SDN
CHECKED: TPS
REVISION:
FILE: HU67P2SODX.dwg

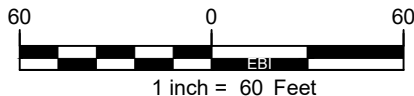
PROJECT NUMBER:
HUTT0067

SKETCH OF DESCRIPTION
SUBJECT PARCEL
PART OF LOT 1
CLEARLAKE ISLES SUBDIVISION
PLAT BOOK 62, PAGE 1
SECTION 20
TOWNSHIP 24 S, RANGE 36E
BREVARD COUNTY, FLORIDA



SKETCH OF DESCRIPTION (NOT A BOUNDARY SURVEY)

GRAPHIC SCALE



POINT OF COMMENCEMENT
NORTHWEST CORNER OF
LOT 1 CLEARLAKE ISLES
SUBDIVISION PER PLAT
BOOK 62, PAGE 1

COLLEGE PINE CONDOMINIUMS
PHASE I
ACCOUNT: 2445229
24-36-20-00-261.1-XA

COLLEGE PINE CONDOMINIUMS
PHASE II
ACCOUNT: 2449734
PARCEL ID: 24-36-20-00-265.1-XA

LEGEND

ABBREVIATIONS

ID	IDENTIFICATION
LB	LICENSED BUSINESS NUMBER
LS	LICENSED SURVEYOR
ORB	OFFICIAL RECORDS BOOK
(P)	PER PLAT
PSM	PROFESSIONAL SURVEYOR AND MAPPER
R/W	RIGHT-OF-WAY

CLEARLAKE ROAD (STATE ROAD NO. 503)
(80' PUBLIC R/W PER FDOT MAP SECTION 7055-(150)-250)

EAST RIGHT-OF-WAY
LINE OF CLEARLAKE
ROAD PER PLAT

REMAINDER OF LOT 1
CLEARLAKE ISLES SUBDIVISION
PLAT BOOK 62, PAGE 1
MODWASH LLC
ACCOUNT: 3012603
PARCEL ID: 24-36-20-27-*-1

POINT OF
BEGINNING

193.90' S89°54'53"E

SUBJECT PARCEL
0.570 ACRES
(24,825 SQUARE FEET)
MORE OR LESS

114.22' N00°02'24"W

154.49' S00°12'04"E

55.00'
S89°57'36"W
CENTRAL ANGLE: 30°49'46"
CHORD: N74°37'31"W, 74.43'
RADIUS: 140.00'
ARC: 75.33'

LOT 2
CLEARLAKE ISLES SUBDIVISION
PLAT BOOK 62, PAGE 1
CLEARLAKE ISLES LP
ACCOUNT: 3012604
PARCEL ID: 24-36-20-27-*-2

CENTRAL ANGLE: 27°16'56"
CHORD: N72°51'05"W, 70.75'
RADIUS: 150.00'
ARC: 71.42'

LOT 2
CLEARLAKE ISLES SUBDIVISION
PLAT BOOK 62, PAGE 1
CLEARLAKE ISLES LP
ACCOUNT: 3012604
PARCEL ID: 24-36-20-27-*-2

SHEET NO.

2
OF 2



EBI Surveying

8415 Sunstate Street

Tampa, Florida 33634

Phone: (813) 886-6080 / Fax: (813) 886-6081

Certificate of Authorization Number: LB-7652

DATE: 3/4/2025
DRAWN: SDN
CHECKED: TPS
REVISION:
FILE: HU67P2SODX.dwg

PROJECT NUMBER:
HUTT0067

SKETCH OF DESCRIPTION
SUBJECT PARCEL
PART OF LOT 1
CLEARLAKE ISLES SUBDIVISION
PLAT BOOK 62, PAGE 1
SECTION 20
TOWNSHIP 24 S, RANGE 36E
BREVARD COUNTY, FLORIDA

NOTICE:

THIS SKETCH OF DESCRIPTION IS NOT
VALID WITHOUT THE PRESENCE OF ALL
SHEETS

TITLE OPINION

Zimmerman, Kiser & Sutcliffe, P.A.
Suite 600, One Landmark Center
315 E. Robinson Street
Maitland, FL 32801

Board of County Commissioners
Brevard County

Re: Proposed Plat of 1540 Clearlake Rd., Cocoa, Brevard County, Florida 32922.

This is to certify that we have searched the public records of Brevard County, Florida, through June 9, 2025@ 5:00 p.m. to the extent the same are maintained in the Office of the Clerk of the Circuit Court, on the property described in the caption of the proposed plat of:

1540 Clearlake Rd., Cocoa, Brevard County, Florida 32922

and more particularly described in attached legal description and that said search reveals record title to said lands to be vested in Modwash, LLC, a Delaware limited liability company, by virtue of Special Warranty Deed from Merritt Island Ventures, Inc. to Modwash, LLC recorded in O.R. Book 10237, Page 581, Public Records of Brevard County, Florida.

Our search reveals the following encumbrances and/or exceptions to title which are not satisfied or released of record:

1. Special Warranty Deed from Merritt Island Ventures, Inc. to Modwash, LLC recorded in O.R. Book 10237, Page 581, Public Records of Brevard County, Florida.

Matters of record:

2. Covenants, Conditions and Restrictions as set forth in warranty deed recorded in Book 1096, Page 550, Public Records of Brevard County, Florida.
3. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of CLEARLAKE ISLES SUBDIVISION, as recorded in Plat Book 62, Page 1, Public Records of Brevard County, Florida.
4. Clearlake Road Development Agreement recorded in Book 6331, Page 2227, and Amended Clearlake Road Development Agreement recorded in Book 7285, Page 981, and Second Amended Clearlake Road Development Agreement recorded in Book 9610, Page 266, of the Public Records of Brevard County, Florida.
5. Declaration of Easement by U.S. 1 Corridor Redevelopment Agency recorded in Book 7550, Page 1807, of the Public Records of Brevard County, Florida.
6. Land Use Restriction Agreement recorded in Book 7556, Page 883, of the Public Records of Brevard County, Florida,

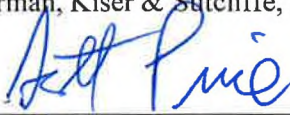
Taxes for 2024 are PAID - Gross amount \$4,276.80 - Tax ID# 3012603 - Parcel ID# 24-36-20-27-*-1

Public Records shall be defined herein as those records currently established under the Florida Statutes for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.

This report shows only matters disclosed in the aforesaid Public Records, and it does not purport to insure or guarantee the validity or sufficiency of any documents noted herein; nor have the contents of any such documents been examined for references to other liens or encumbrances. This report is not to be construed as an opinion, warranty, or guarantee of title, or as a title insurance policy; and its effective date shall be the date above specified through which the Public Records were searched. This Report is being provided for the use and benefit of the above addressee only, and it may not be used or relied upon by any other party.

THIS CERTIFICATE IS ISSUED SOLELY FOR THE PURPOSE OF COMPLYING WITH SECTION 177.041, OF THE FLORIDA STATUTES. PURSUANT TO THE PROVISIONS OF SECTION 627.7843 FLORIDA STATUTES, THE MAXIMUM LIABILITY OF OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY FOR PROVIDING INCORRECT INFORMATION IN THIS REPORT IS THE LOSS OR DAMAGE INCURRED BY THE APPLICANT NAMED ABOVE OR \$1,000.00, WHICHEVER AMOUNT IS LESS.

Zimmerman, Kiser & Sutcliffe, P.A.

By: 

Scott M. Price
Vice President

EXHIBIT A

Lot 1 of CLEARLAKE ISLES SUBDIVISION, according to the Plat thereof as recorded in Plat Book 62, Page(s) 1, of the Public Records of Brevard County, Florida.

WARRANTY DEED
FROM CORPORATION

DREW'S 10114 B.E. 33

Manufactured and for sale by The H. & W. B. Drew Company
Jacksonville, Florida

This Warranty Deed Made and executed the 5th day of September A. D. 19 69 by
VERO-RAU GALLIE REALTY CORPORATION

a corporation existing under the laws of the State of Florida and having its principal place of
business at 780 Buttonwood Drive, Merritt Island, Florida
hereinafter called the grantor, to ~~XXXXXXXX~~ Nathan Tanen and Melvin W. Tanen, as Trustees

whose postoffice address is 1678 Pontiac Circle North, Eau Gallie, Florida

hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and
the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth: That the grantor, for and in consideration of the sum of \$ 10.00 and other
valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell,
alien, remise, release, convey and confirm unto the grantee, all that certain land situate in Brevard
County, Florida, viz:

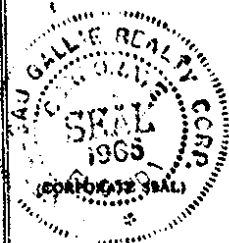
10 acres of land located in the SW 1/4 of the NW 1/4 of Section 20
Township 24 South, Range 36 East, the So. line of which is the No. line
of property conveyed to the Young Men's Christian Association of Brevard
County, Florida, Inc., a Florida corporation, by deed dated June 15, 1966,
recorded in O.R. book 878 page 56 of the public records of Brevard County,
Florida. The W line of which said acres is the W line of said Section; the
E line of said acres is the E line of the SW 1/4 of the NW 1/4 of said Section,
Township and Range. The No. line is determined by measuring from the afore-
said So. line northerly to encompass the 10 acres to be conveyed by this
deed.

This instrument prepared by:
Barbara Tanen
780 Buttonwood Drive
Merritt Island, Florida

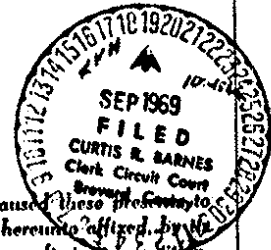
Together with all the tenements, hereditaments and appurtenances thereto belonging or in any-
wise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that it is lawfully seized of said land in fee
simple; that it has good right and lawful authority to sell and convey said land; that it hereby fully war-
rants the title to said land and will defend the same against the lawful claims of all persons whomsoever;
and that said land is free of all encumbrances



In Witness Whereof the grantor has caused these presents to
be executed in its name, and its corporate seal to be hereunto affixed, by its
proper officers thereunto duly authorized, the day and year first above written.



ATTEST Anne B. Tanen
Anne B. Tanen Secretary

VERO-RAU GALLIE REALTY CORPORATION

Signed, sealed and delivered in the presence of:

Rose Greenstein
Lottie W. Ketch

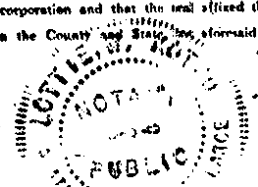
By Barbara Tanen
Barbara Tanen President

STATE OF Florida
COUNTY OF Brevard

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments,
personally appeared **Barbara Tanen, President and Anne B. Tanen, Secretary**

well known to me to be the President and Secretary respectively of the corporation named as grantor
in the foregoing deed, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily
under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State aforesaid this 5th day of September A. D. 19 69



Lottie W. Ketch

EXHIBIT "A"

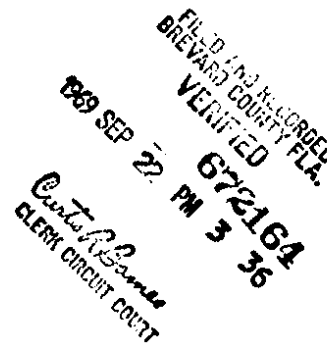
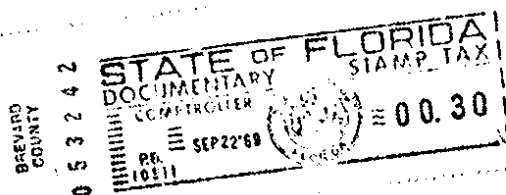
This conveyance is made subject to the following severally:
Taxes for 1969 and subsequent years. However, taxes for 1969 will be prorated between the parties as of 1969; facts that an accurate survey and personal inspection disclosed or would have disclosed; zoning and restrictions and prohibitions imposed by governmental authority, if any; public utility easements and subject to all legal roads and highways.

The Grantee, its successors and assigns in consideration for the giving of this deed agree that the property conveyed hereby will never be used by the Grantee, its successors and assigns for the public sale, warehousing or other disposal of petroleum and petroleum products; nor super type shopping center featuring markets such as Publix and Winn-Dixie as examples. This does not restrict against a small neighborhood shopping center.

This conveyance is made subject to purchase money mortgage of even date herewith from the Grantee in this deed to the Grantor in this deed given to secure the unpaid portion of the purchase price of the property hereinabove conveyed.

The Grantee's attention has been called to those certain special warranty deeds recorded in O.P. book 921 page 1021 and O.P. book 921 page 1033 of the public records of Brevard County, Florida and has furnished to the Grantee herein a photographic true copy of each of said instruments. It is agreed between the parties to this deed of conveyance that

"This property is restricted against any business primarily used as to Zippy Mart of which the Mini Market Type; the 7-11 type; the Snee-Dee type; The H-Tote-M type and L'il General type are typical and any operation and business used primarily for the retail sale of milk".



10

**CLEARLAKE ROAD
DEVELOPMENT AGREEMENT**

February

THIS AGREEMENT made and entered into as of this 8 day of ~~January~~, 2011
by and between **CITY OF COCOA, FLORIDA U.S. 1 CORRIDOR
REDEVELOPMENT AGENCY**, a Florida Community Redevelopment Agency
formed pursuant to Section 1633.330 et seq., Florida Statutes **COCOA FLORIDA**
("CRA") and **DFP ENTERPRISES, LLC**, an Ohio limited liability company
("Developer")

RECITALS:

- City of Cocoa*
- A.** This Development Agreement ("Agreement") is authorized pursuant to Florida Statute 163 Part III and Section 8-75 City of Cocoa, Florida Code; and
- B.** Developer desires to redevelop certain property located within the City of Cocoa ("City") Identified as Brevard County Parcel Number 24-36-20-00-00258.0-0000.00, being more particularly described on Exhibit "A" which is attached hereto and incorporated herein by reference; and
- C.** Developer desires to design, permit and construct a multi-family and retail development ("Project") pursuant to plans that will be developed and presented to CRA; and
- D.** CRA has determined that the Project is consistent with the City of Cocoa's U.S. 1 Corridor Redevelopment Plan; and
- E.** Developer requires certain variances and other assistance as herein described to bring the Project to fruition; and
- F.** The Project will provide enhanced aesthetic conditions to a traditionally neglected portion of the City; and
- G.** CRA finds this Project to be in the best interest of the health, welfare and safety of the citizens of the City of Cocoa; and
- H.** Developer and CRA desire to memorialize their understandings and agreement regarding their respective interests, expectations, and intentions regarding the aforementioned Project; and
- I.** The Development may be subdivided into a Residential Parcel and Commercial parcel of which closing would not occur on either parcel until firm commitments of financing are evidenced as referenced in the Purchase Agreement.

NOW, THEREFORE, in consideration of the terms and conditions set forth in this Agreement and other good and valuable consideration, the receipt of which is hereby acknowledged by the parties agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals are true and correct and are hereby fully incorporated herein by this reference as a material part of this agreement.

2. **Project Requirements and Conditions.** Developer will design (i) a commercial development of up to 18,000 square feet of area; and (ii) a maximum of 120 apartments units (see (ix) below) consisting of a mix of one bedroom, two bedroom and three bedroom units as well as a clubhouse, pool and open space. Developer agrees to permit and develop the Project under the terms and conditions of this Agreement and the Cocoa City Code, inclusive of certain required variances. The final Site Plan will be designed and implemented as follows:

a) Residential Parcel / Development

(i) The project will consist of no more than 120 residential units unless additional land is assembled.

(ii) The density will be 15 units per acre.

(iii) The residential area may include an amenity area to include a pool, clubhouse, open space and leasing and maintenance office

(iv) There will be a mix of one-bedroom, two-bedroom, and three-bedroom units.

(v) The final site plan may incorporate garages that will be available for residents' use for an additional charge.

(vi) The Developer will submit a site plan to the City which shall be consistent with Crime Prevention Through Environmental Design (CPTED) principles.

(vii) The Developer may elect to fence and gate the residential Parcel / Development.

(viii) Variances to be requested include, but without thereby limiting, the following:

- A. Parking space dimensions.
- B. Number of parking spaces per unit.
- C. Tree ordinance and replacement requirements.

D. Unit minimum area requirement.

E. Other variances that may be become apparent during the planning process.

(ix) In the event the Developer is able to secure additional acreage that permits a transfer of density, the Residential Parcel may include more than 120 units. Any additional land or units will be subject to approval and must meet all City Codes

b) Commercial Parcel / Development.

(i) The development will consist of up to eighteen thousand (18,000) square feet of leasable space with onsite parking and ingress-egress to public roads. The façade will be consistent with the remainder of the development to be determined during the planning process.

(ii) The Developer will submit a site plan to the City which shall be consistent with Crime Prevention Through Environmental Design (CPTED) principles.

(iii) Variances to be requested include, but without thereby limiting, the following:

- A. Parking space dimensions.
- B. Number of parking spaces.
- C. Tree ordinance and replacement requirements.
- D. Other variances that may become apparent during the planning process.

(iv) The Commercial Parcel will be designed to be pad ready, meaning all utilities, ingress, egress, and utilities will be available to the parcel. The cost of these improvements will be borne by the Residential Parcel.

3. **Timeline.** The timeline will be established over a 60 month period and include certain provisions and requirements necessary to meet the goals and objects established by the CRA. Construction will commence as outlined in Paragraph 4 below. If the Developer fails to submit the Project to the City for site plan approval within twenty-four (24) months from the effective date of the Agreement, , the CRA reserves the right to terminate this Agreement, without penalty, by filing a notice of termination in the official records of Brevard County, Florida. If Agreement is terminated under this paragraph, Developer shall lose all rights hereunder.

4. **Developer's Initial Obligations and Conditions.**

Upon the Effective Date of this Agreement, Developer agrees to perform, at its expense, the following:

- a) Within twenty-four (24) months use all reasonable efforts to submit an engineering site plan that meets the design and land planning requirements governed by the City of Cocoa, Brevard County Florida, and other governmental and regulatory agencies that require a permit to complete the Project.
- b) Commence the design, engineering, permitting and construction of the Project and be granted eighteen (18) months to start construction from the date of 4 (a) above. Developer shall provide the CRA prompt written notice at such time Developer has secured each permit required to complete the project.;
- c) Developer will be granted one (1) twelve (12) month extension to this development agreement, which will extend the remaining time frames. This Permit Approval Extension is only available after the City has received the engineering site plans for the Project.
- c) Notwithstanding any contrary provisions of this Agreement, Developer's obligations hereunder shall be subject to and contingent upon:
 - (i) Developer's receipt of all necessary governmental licenses, permits, consents, variances, and approvals for the Project. If Developer cannot obtain any such license, permit or approval, it shall have the right to terminate this Agreement by giving written notice to the CRA to such effect at any time.
 - (ii) Developer's receipt of a commitment for such financing or funding as it deems to be necessary or desirable to complete the Project. If Developer cannot obtain a commitment for such financing or funding, it shall have the right, in its sole discretion, to terminate this Agreement or modify the Site Plan with the written approval of the CRA and the City, provided such written approval shall not be unreasonably withheld or delayed.
- d) Prepare a plat and a declaration of covenants and restrictions which shall govern the Project.
- e) The Residential, Commercial, or entire Parcel may Close in total or as independent parcels. Upon closing of either the Residential or Commercial Parcel, CRA will permit the Developer to maintain site control of the residual parcel for thirty-six (36) months from construction completion of the Parcel that closed first. This will provide the Developer time to complete the entire Project as proposed and be flexible to existing market conditions.
- f) The Developer may determine that the acquisition of additional land is beneficial to the viability and success of the Project. Any additional assemblage

of land will occur within the first twenty-four (24) months of this agreement and will be permitted by the CRA subject to meeting all required city codes.

5. CRA Initial Obligations.

a) Promptly process all development related applications, including but not limited to building permits, site plans, plats and other applications requiring CRA approval.

b) Provide support to Developer for the approval of any other permit required by other governmental entities, to the extent permitted by applicable law.

c) Permit the Property to be subdivided and allow separate fee simple closings to occur.

d) Deliver marketable title to the Property and other conditions noted in the Agreement for Sale of the Real Estate ("Contract").

6. Third Party Beneficiary.

This Agreement shall not be construed to provide rights to any third-party beneficiary unless agreed to by the parties in writing.

7. Cooperation and Further Assurances.

Developer and the CRA shall cooperate fully with each other to effectuate the terms, conditions and intentions of this Agreement. Further, each party agrees to adjust, initial, re-execute and re-deliver any and all documents subject to this Agreement if deemed necessary or desirable by one or the other of the parties.

8. Authority and Assignment.

Each party hereby represents and warrants to the other that they have full power and authority to enter into this Agreement. Developer also represents that it has or, prior to commencement of any site work, will hold interest in the Property, and that the development of the Project on the Developer Property is or will be permitted under the terms of this Agreement. If the terms of this Agreement, as it may be amended, do not allow for development of the Project as contemplated herein, this Agreement and any CRA permits issues in furtherance hereof shall be automatically terminated and nullified. The City also represents that all requirements and procedures, including public hearings, have been properly conducted so that the execution hereof by the CRA shall constitute the final approval of this Agreement.

9. Notices.

Any notice required or allowed to be delivered hereunder shall be in writing and shall be deemed to be delivered when (a) hand delivered to the official hereinafter designated, or (b) one day after deposit with a nationally recognized overnight courier service, e.g. Federal Express, Purolator, Airborne, Express Mail, etc., or (c) by facsimile delivery, addressed to a party at the other address as specified below or from time to time by written notice to the other party delivered in accordance herewith:

Developer:

David F. Petroni
DFP Enterprises, LLC
25 Drew Ct.
Springboro, OH 45066
Phone: 937-974-3340
Email: petroni13@gmail.com

Developer Attorney:

Dale Dettmer, Esq.
Krasny and Dettmer
304 South Harbor City Boulevard, Suite 201
Melbourne, FL 32901
Email: ddettmer@krasnydettmer.com

City of Cocoa U.S. 1 Corridor Redevelopment Agency:

Susan McGrady, Manager
65 Stone Street
Cocoa, Florida 32922
Phone: 321-433-8510
Email: smcgrady@cocoafl.org

CRA Attorney:

Joseph G. Colombo, Esq.
Agency Counsel for the US 1 Corridor
Redevelopment Agency
2351 W. Eau Gallie Blvd
Melbourne, FL 32935
Email: josephcolombo@earthlink.net

10. Default

Failure by either party to perform each and every one of its obligations hereunder shall constitute a default, entitling the non-defaulting party to pursue all remedies available under Florida law, including without limitation, an action for injunctive relief. Except for the CRA's right to terminate this Agreement under Section 2 (d) herein,

prior to any party filing any action as a result of a default under this Agreement, the non-defaulting party shall first provide the defaulting party with written notice of said default. Upon receipt of said notice, the defaulting party shall be provided a thirty (30) day opportunity in which to cure the default to the reasonable satisfaction of the non-defaulting party prior to filing said action, provided, however, that if such failure cannot reasonably be cured within thirty (30) days, such period shall be extended for such additional time as it reasonably necessary to cure such default so long as such party commences such cure within such thirty (30) days period and diligently pursues it to completion. The prevailing party in any litigation arising under this Agreement shall be entitled to recover its reasonable attorney's fees and costs, whether incurred at trial or appeal.

11. Successors and Assigns.

This Agreement is binding upon, and will inure to the benefit of, the parties and their respective successors and permitted assigns. The City shall consent to the assignment of this Agreement to a project party or LLC once that is controlled by the Developer.

12. Applicable Law & Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any legal action under this Agreement shall be in the Eighteenth Judicial District, Brevard County for state court actions, and in the Middle District of Florida, Orlando Division for federal court actions.

13. Amendments.

This Agreement shall not be modified or amended except by written agreement duly executed by both parties hereto.

14. Entire Agreement

This Agreement supersedes any other agreement, oral or written, and contains the entire agreement between the CRA and Developer as to the subject matter hereof.

15. Severability.

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

16. Relationship of the Parties.

The relationship of the parties to this Agreement is contractual and Developer is an independent contractor and not an agent of the CRA. Nothing herein shall be deemed

to create a joint venture or principal-agent relationship between the parties and neither party is authorized to, nor shall either party act toward third persons or the public in any manner which would indicate any such relationship with the other.

17. Sovereign Immunity.

Notwithstanding any other provision set forth in this Agreement, nothing contained in this Agreement shall be construed as a waiver of the CRA's right to sovereign immunity under Section 768.28 Florida Statutes, or other limitations imposed on the CRA's potential liability under State or Federal law. As such, the CRA shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, the CRA shall not be liable for any claim or judgment, or portion thereof, to any one person for more than One Hundred Thousand and 00/100 Dollars (\$100,000.00), or any claim or judgment or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds the sum of Two Hundred Thousand and 00/100 Dollars (\$200,000.00).

18. Interpretation.

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

19. Permits.

The failure of this Agreement to address any particular city, county, state and federal permit, condition, term, or restriction shall not relieve Developer or the CRA of the necessity of complying with the law governing said permitting requirements, conditions, term or restriction.

20. Counterparts.

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

21. Declaration of the CRA Board.

The CRA of the City of Cocoa hereby finds that this Agreement is consistent with the CRA Community Redevelopment Plan further finds that this Agreement promotes the public health, safety and welfare and is consistent with, and an exercise of the CRA's powers under Florida Statute 163 Part III and City of Cocoa Code Section 8-75.

THE BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, Developer and the CRA have executed this Agreement in form sufficient to bind them as of the day and year first above written.

WITNESS:

Susan McGrady
Marla D. Scripps

**CITY OF COCOA, U.S. 1 CORRIDOR
REDEVELOPMENT AGENCY**

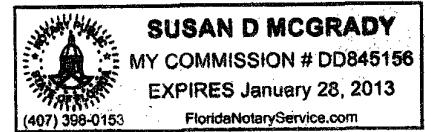
By: Richard Loudon
Richard Loudon, Chairman

**DFP ENTERPRISES, LLC, an Ohio
Limited Liability Company**

Brenda D. Jacques
Krista

By: David F. Petroni
David F. Petroni, President

STATE OF FLORIDA
COUNTY OF BREVARD



The foregoing instrument was acknowledged before me this 9 day of February, 2011 by RICHARD LOUDON as CHAIRMAN of the City of Cocoa U.S. 1 Corridor Redevelopment Agency, who is personally known to me or who has provided _____ as identification.

Susan McGrady
Notary Public

STATE OF OHIO
COUNTY OF Warren



BRENDA D. JACQUES
Notary Public, State of Ohio
My Commission Expires
March 31, 2014

The foregoing instrument was acknowledged before me this 30th day of January, 2011 by David Petroni, as President of DFP Enterprises, LLC, an Ohio limited liability company, who is personally known to me or who has provided _____ as identification.

Brenda D. Jacques
Notary Public

**AMENDED CLEARLAKE ROAD
DEVELOPMENT AGREEMENT**

THIS AMENDED AGREEMENT made and entered into as of this ____ day of _____, 2015 by and between the **CITY OF COCOA, FLORIDA U.S. 1 CORRIDOR REDEVELOPMENT AGENCY**, a Florida Community Redevelopment Agency formed pursuant to Section 1633.330 et seq., Florida Statutes **COCOA, FLORIDA** ("CRA") and **DFP ENTERPRISES, LLC**, an Ohio limited liability company ("Developer").

RECITALS:

A. This Amended Development Agreement ("Agreement") is authorized pursuant to Florida Statute 163 Part III and Section 8-75 City of Cocoa, Florida Code; and

B. The CRA and the Developer entered into the Clearlake Road Development Agreement February 8, 2011 and the Agreement was recorded in the Public Records of Brevard County at Book 6331, Page 2227; and

C. Developer desires to develop certain property located within the City of Cocoa ("City") identified as Brevard County Parcel Number 24-36-20-00-00258.0-0000.00, being more particularly described on Exhibit "A" which is attached hereto and incorporated herein by reference; and

D. Developer desires to design, permit and construct a Senior housing development and commercial development ("Project") pursuant to plans that will be developed and presented to CRA; and

E. CRA has determined that the Project is consistent with the City of Cocoa's U.S. 1 Corridor Redevelopment Plan; and

F. Developer may request certain variances and other assistance as herein described to bring the Project to fruition; and

G. CRA finds this Project to be in the best interest of the health, welfare and safety of the citizens of the City of Cocoa; and

H. Developer and CRA desire to memorialize their understandings and agreement regarding their respective interests, expectations, and intentions regarding the aforementioned Project; and

I. The Development may be subdivided into an approximate 8.5 acre (easterly portion) Residential Parcel and an approximate 1.35 acre (westerly) Commercial parcel of which closing would not occur on either parcel until firm commitments of financing are evidenced as referenced in the Purchase Agreement; and

1450878

COCOA CITY
65 STONE ST

COCOA FL 32922-7807

J. The Developer desires to apply for a Low Income Housing Tax Credit in Request for Applications 2014-114, through the Florida Housing Finance Corporation.

NOW, THEREFORE, in consideration of the terms and conditions set forth in this Agreement and other good and valuable consideration, the receipt of which is hereby acknowledged by the parties agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals are true and correct and are hereby fully incorporated herein by this reference as a material part of this agreement.

2. **Project Requirements and Conditions.** Developer will design (i) a commercial development of up to 11,000 square feet of area; and (ii) a maximum of 120 Senior apartments units (see (ix) below) consisting of a mix of one bedroom and two bedroom units as well as a clubhouse, pool and open space. Developer agrees to permit and develop the Project under the terms and conditions of this Agreement and the Cocoa City Code, inclusive of certain variances, if needed. The final Site Plan will be designed and implemented as follows:

a) Residential Parcel/Development

(i) The project will consist of no more than 120 residential units unless additional land is assembled.

(ii) The density shall be a maximum 15 units per acre.

(iii) The residential area shall include an amenity area to include a pool, clubhouse, open space and leasing and maintenance office.

(iv) There shall be a mix of one-bedroom and two-bedroom units.

(v) The Developer will submit a site plan to the City which shall be consistent with Crime Prevention Through Environmental Design (CPTED) principles.

(vi) The Developer shall provide a perimeter fence or wall and may elect to gate the residential Parcel / Development.

(vii) Variances to be requested if necessary may include, but without thereby limiting, the following:

- A. Parking space dimensions.
- B. Number of parking spaces per unit.
- C. Tree ordinance and replacement requirements.
- D. Unit minimum area requirement.
- E. Other variances that may become apparent during the planning process.

(viii) In the event the Developer is able to secure additional acreage, the Residential Parcel may include more than 120 units. Any additional land or units will be subject to approval and must meet all City Codes.

b) Commercial Parcel/Development

(i) The development will consist of up to eleven thousand (11,000) square feet of leasable space with onsite parking and ingress-egress to public roads. The façade will be consistent with the remainder of the development to be determined during the planning process.

(ii) The Developer will submit a site plan application to the City which shall be consistent with Crime Prevention Through Environmental Design (CPTED) principles.

(iii) Variances if needed to be requested may include, but without thereby limiting, the following:

- A. Parking space dimensions.
- B. Number of parking spaces.
- C. Tree ordinance and replacement requirements.
- D. Other variances that may become apparent during the planning process.

(iv) The Commercial Parcel will be designed to be pad ready, meaning all utilities, ingress, egress, and utilities will be available to the parcel. These improvements will coincide with the construction of the Residential Parcel and the cost of these improvements will be borne by the Residential Parcel.

3. Timeline. The timeline will run coterminous with the Purchase and Sale Agreement, as may be amended as approved by the CRA. Construction will commence as outlined in Paragraph 4 below. If the Developer fails to submit the Project to the City for site plan approval within twenty-four (24) months from the effective date of the Agreement, the CRA reserves the right to terminate this Agreement, without penalty, by filing a notice of termination in the official records of Brevard County, Florida. If Agreement is terminated under this paragraph, Developer shall lose all rights hereunder.

4. Developer's Initial Obligations and Conditions.

Upon the Effective Date of this Agreement, Developer agrees to perform, at its expense, the following:

a) The Developer shall have until December 31, 2017 to receive a Certificate of Occupancy for all Senior housing units in the Project.

b) Developer will be granted one (1) twelve (12) month extension to this development agreement.

c) Notwithstanding any contrary provisions of this Agreement Developer's obligations hereunder shall be subject to and contingent upon:

(i) Developer's receipt of all necessary governmental licenses, permits, consents, variances, and approvals for the Project. If Developer cannot obtain any such license, permit or approval, it shall have the right to terminate this Agreement by giving written notice to the CRA to such effect at any time.

(ii) Developer's receipt of a commitment for such financing or funding as it deems to be necessary or desirable to complete the Project. If Developer cannot obtain a commitment for such financing or funding, it shall have the right, in its sole discretion, to terminate this Agreement or modify the Site Plan with the written approval of the CRA and the City, provided such written approval shall not be unreasonably withheld or delayed.

d) Prepare a plat and a declaration of covenants and restrictions which shall govern the Project.

e) The Residential, Commercial, or entire Parcel may close in total or as independent parcels. Upon closing of either the Residential or Commercial Parcel, CRA will permit the Developer to maintain site control of the residual parcel for thirty-six (36) months from construction completion of the Parcel that closed first. This will provide the Developer time to complete the entire Project as proposed and be flexible to existing market conditions.

f) The Developer may determine that the acquisition of additional land is beneficial to the viability and success of the Project. Any additional assemblage of land will occur within the first twenty-four (24) months of this agreement and will be permitted by the CRA subject to meeting all required city codes.

5. CRA Initial Obligations.

a) Provide support to Developer for the approval of any other permit required by other governmental entities, to the extent permitted by applicable law.

b) Permit the Property to be subdivided into two (2) parcels and allow separate fee simple closings to occur.

c) Deliver marketable title to the Property and other conditions noted in the Agreement for Sale of the Real Estate ("Contract").

6. Third Party Beneficiary.

This Agreement shall not be construed to provide rights to any third-party beneficiary unless agreed to by the parties in writing. Developer may joint venture on either the Commercial or Residential parcels to meet the obligations of this Agreement.

7. Cooperation and Further Assurances.

Developer and the CRA shall cooperate fully with each other to effectuate the terms, conditions and intentions of this Agreement. Further, each party agrees to adjust, initial, re-execute and re-deliver any and all documents subject to this Agreement if deemed necessary or desirable by one or the other of the parties.

8. Authority and Assignment.

Each party hereby represents and warrants to the other that they have full power and authority to enter into this Agreement. Developer also represents that it has or, prior to commencement of any site work, will hold interest in the Project Developer for the Property, and that the development of the Project on the Developer Property is or will be permitted under the terms of this Agreement. If the terms of this Agreement, as it may be amended, do not allow for development of the Project as contemplated herein, this Agreement and any City permits issued in furtherance hereof shall be automatically terminated and nullified.

9. Notices.

Any notice required or allowed to be delivered hereunder shall be in writing and shall be deemed to be delivered when (a) hand delivered to the official hereinafter designated, or (b) one day after deposit with a nationally recognized overnight courier service, e.g. Federal Express, Purolator, Airborne, Express Mail, etc., or (c) by facsimile delivery, addressed to a party at the other address as specified below or from time to time by written notice to the other party delivered in accordance herewith:

Developer:

David F. Petroni
DFP Enterprises, LLC
25 Drew Ct.
Springboro, OH 45066
Phone: 937-974-3340
Email: petroni13@gmail.com

Developer Attorney:

Dale Dettmer, Esq.
Krasny and Dettmer

304 South Harbor City Boulevard, Suite 201
Melbourne, FL 32901
Email: ddettmer@krasnydettmer.com

City of Cocoa U.S. 1 Corridor Redevelopment Agency:

Susan McGrady, CRA Program Manager
65 Stone Street
Cocoa, Florida 32922
Phone: 321-433-8510
Email: smcgrady@cocoafl.org

CRA Attorney:

Joseph G. Colombo, Esq.
Agency Counsel for the US 1 Corridor
Redevelopment Agency
2351 W. Eau Gallie Blvd
Melbourne, FL 32935
Email: josephcolombo@earthlink.net

10. Default.

Failure by either party to perform each and every one of its obligations hereunder shall constitute a default, entitling the non-defaulting party to pursue all remedies available under Florida law, including without limitation, an action for injunctive relief. Except for the CRA's right to terminate this Agreement under Section 3 herein, prior to any party filing any action as a result of a default under this Agreement, the non-defaulting party shall first provide the defaulting party with written notice of said default. Upon receipt of said notice, the defaulting party shall be provided a thirty (30) day opportunity in which to cure the default to the reasonable satisfaction of the non-defaulting party prior to filing said action, provided, however, that if such failure cannot reasonably be cured within thirty (30) days, such period shall be extended for such additional time as it reasonably necessary to cure such default so long as such party commences such cure within such thirty (30) days period and diligently pursues it to completion. The prevailing party in any litigation arising under this Agreement shall be entitled to recover its reasonable attorney's fees and costs, whether incurred at trial or appeal.

11. Successors and Assigns.

This Agreement is binding upon, and will inure to the benefit of, the parties and their respective successors and permitted assigns. The CRA shall consent to the assignment of this Agreement to a project party or LLC that has the Developer as a joint venture partner or member. It shall be a requirement of this Agreement that the Developer/Owner of the residential and commercial properties remain a for-profit entity. The CRA shall record a Land Use Restriction Agreement (LURA) on both parcels for 99 years to ensure compliance.

12. Applicable Law & Venue.

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any legal action under this Agreement shall be in the Eighteenth Judicial District, Brevard County for state court actions, and in the Middle District of Florida, Orlando Division for federal court actions.

13. Amendments.

This Agreement shall not be modified or amended except by written agreement duly executed by both parties hereto.

14. Entire Agreement.

This Agreement supersedes any other agreement, oral or written, and contains the entire agreement between the CRA and Developer as to the subject matter hereof.

15. Severability.

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

16. Relationship of the Parties.

The relationship of the parties to this Agreement is contractual and Developer is an independent contractor and not an agent of the CRA. Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties and neither party is authorized to, nor shall either party act toward third persons or the public in any manner which would indicate any such relationship with the other.

17. Sovereign Immunity.

Notwithstanding any other provision set forth in this Agreement, nothing contained in this Agreement shall be construed as a waiver of the CRA's right to sovereign immunity under Section 768.28 Florida Statutes, or other limitations imposed on the CRA's potential liability under State or Federal law. As such, the CRA shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, the CRA shall not be liable for any claim or judgment, or portion thereof, to any one person for more than One Hundred Thousand and 00/100 Dollars (\$100,000.00), or any claim or judgment or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds the sum of Two Hundred Thousand and 00/100 Dollars (\$200,000.00).

18 Interpretation.

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

19. Permits.

The failure of this Agreement to address any particular city, county, state and federal permit, condition, term, or restriction shall not relieve Developer or the CRA of the necessity of complying with the law governing said permitting requirements, conditions, term or restriction.

20. Counterparts.

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

21. Declaration of the CRA Board.

The CRA of the City of Cocoa hereby finds that this Agreement is consistent with the CRA Community Redevelopment Plan further finds that this Agreement promotes the public health, safety and welfare and is consistent with, and an exercise of the CRA's powers under Florida Statutes 163 Part III and City of Cocoa Code Section 8-75.

THE BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, Developer and the CRA have executed this Agreement in form sufficient to bind them as of the day and year first above written.

WITNESS:

**CITY OF COCOA, U.S. 1 CORRIDOR
REDEVELOPMENT AGENCY**

Susan McGrady
Secy

By: Jeri Blanco
For **Richard Loudon, Chairman**

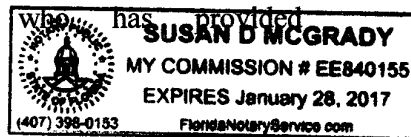
**DFP ENTERPRISES, LLC, an Ohio
Limited Liability Company**

Brenda D. Jacques
Brenda D. Jacques

By: David F. Petroni
David F. Petroni, President

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 12 day of January, 2015 by JERI BLANCO as VICE CHAIRPERSON of the City of Cocoa U.S. 1 Corridor Redevelopment Agency, who is personally known to me or who has provided as identification.



Susan McGrady
Notary Public

STATE OF OHIO
COUNTY OF Franklin



BRENDA D. JACQUES, Notary Public
in and for the State of Ohio
My Commission Expires March 31, 2019

The foregoing instrument was acknowledged before me this 9th day of January, 2015 by David Petroni, as President of DFP Enterprises, LLC, an Ohio limited liability company, who is personally known to me or who has provided as identification.

Brenda D. Jacques

COCOA CITY
65 STONE ST

COCOA, FL 32922-7807

7/7

THIS INSTRUMENT WAS PREPARED BY
AND SHOULD BE RETURNED TO:

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

(407) 425-9566

FOR RECORDING DEPARTMENT USE ONLY

CITY OF COCOA

SECOND AMENDMENT TO CLEARLAKE ROAD DEVELOPMENT AGREEMENT

THIS SECOND AMENDMENT TO THE CLEARLAKE ROAD DEVELOPMENT AGREEMENT ("Second Amendment") is made and executed this 25th day of August, 2022, by and between the **CITY OF COCOA**, a Florida Municipal Corporation ("City"), whose address is 65 Stone Street, Cocoa, Florida 32922 and **MERRITT ISLAND VENTURES, INC.**, a Florida corporation ("Developer"), whose address is 500 Sail Lane, 601, Merritt Island, Florida 32953.

WITNESSETH:

WHEREAS, Developer is the owner of approximately 1.77 acres, more or less, of real property located on the east side of Clearlake Road, south of University Lane, in Cocoa, Brevard County, Florida, with Tax Parcel ID, 24-36-20-27-*-1, which is more particularly legally described as:

Lot 1, CLEARLAKE ISLES SUBDIVISION, according to the plat thereof as recorded in Plat Book 62, Page 1, Public Records of Brevard County, Florida

(Hereinafter, "Developer's Property"), and which constitutes a portion of that certain property subject to the Development Agreement and Amended Development Agreement described herein, such entire property being more particularly legally described herein in **Exhibit A** ("Property"); and

WHEREAS, the City of Cocoa, Florida U.S. 1 Corridor Redevelopment Agency, a Florida Community Redevelopment Agency formed pursuant to Section 163.330 et seq., Florida Statutes ("CRA"), and Developer's predecessor-in-interest, DFP Enterprises, LLC, an Ohio limited liability company, previously entered into that certain Clearlake Road Development

SECOND AMENDMENT TO CLEARLAKE ROAD DEVELOPMENT AGREEMENT

City of Cocoa and Merritt Island Ventures, Inc

Page 1 of 7

Agreement, recorded in the Official Records of Brevard County at Book 6331, Page 2227 ("Development Agreement"), and that certain Amended Clearlake Road Development Agreement, recorded in the Official Records of Brevard County at Book 7285, Page 981 ("Amended Development Agreement"), which superseded the Development Agreement in its entirety, regarding the development of the Property with a multi-family and retail development (collectively referred to therein as the "Project"); and

WHEREAS, the CRA terminated and dissolved effective September 30, 2020 and, via Resolution 20-US1 0914, the CRA recognized its termination and dissolution pursuant to the terms and condition of that certain Interlocal Agreement between the CRA, City of Cocoa, and Brevard County, recorded in the Official Records of Brevard County at ORB 8617, Page 1085, and further authorized the City of Cocoa to conclude the CRA's affairs upon termination and dissolution to the extent necessary; and

WHEREAS, the City of Cocoa herein steps into the shoes of the CRA for purposes of enforcing the Amended Development Agreement and ensuring the Project comes to fruition; and

WHEREAS, the multi-family portion of the Project contemplated in the Amended Development Agreement was constructed in 2017 as the Clearlake Isles senior apartments; and

WHEREAS, the Amended Development Agreement previously allowed the development to be subdivided into an approximate 8.5 acre (easterly) Residential Parcel and an approximate 1.35 acre (westerly) Commercial Parcel, and the CRA previously applied to the City of Cocoa to subdivide the Property into the Residential and Commercial Parcels, which was approved on February 9, 2016, the Clearlake Isles Subdivision being recorded in the Brevard County Plat Book 62, Page 1; and

WHEREAS, the Developer now desires to further subdivide or split the Commercial Parcel to allow for two commercial developments along the Property's frontage and further desires the City to extend the development timelines contained in the Amended Development Agreement; and

WHEREAS, the CRA previously determined that the multi-family and commercial development proposed by the Developer's predecessor would provide enhanced aesthetic conditions to a traditionally neglected portion of the City and found the project to be in the best interest of the health, welfare and safety of the citizens of Cocoa; and

WHEREAS, the Property shall remain subject to that certain Land Use Restriction Agreement (LURA), recorded in the Official Records of Brevard County at Book 7556, Page 883 and the Declaration of Easement, recorded in the Official Records of Brevard County at Book 7550, Page 1807 ("Declaration of Easement"); and

WHEREAS, the City supports further splitting of the Commercial Parcel into two resultant lots; and

SECOND AMENDMENT TO CLEARLAKE ROAD DEVELOPMENT AGREEMENT
City of Cocoa and Merritt Island Ventures, Inc.

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

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

2.0 Amendments. The Amended Development Agreement is hereby further amended as follows:

(a) **Commercial Parcels.** The Developer may design and construct up to two commercial developments totaling up to 11,000 square feet of floor area on the Commercial Parcel described in the Amended Development Agreement (the Developer's Property) and may further split or subdivide the Developer's Property into two resultant commercial parcels to effectuate such commercial developments, provided that the following conditions are met: (1) the resultant lots are equal to or exceed the bulk standards of the City as required in the City of Cocoa Zoning Ordinance; and (2) the Developer grants or reserves Access, Utility, and Storm Water Easements to benefit the resultant northern lot over, under and through the southern resultant lot such that the northern resultant lot is able to utilize and connect to the Access Driveway on the existing Residential Parcel as well as the existing utility and storm water facilities as contemplated by the Declaration of Easement. The grant or reservation of the Access, Utility, and Storm Water Easements shall be a condition of site plan approval for any commercial development on either resultant lot. The City shall further require as a condition of site plan approval for either commercial development that the Access Driveway on the existing Residential Parcel be the sole driveway access to Clearlake Road consistent with Paragraph 3(f) of the Declaration of Easement.

(b) **Timeline.** The 24-month timeline for development contained in the Amended Development is hereby stricken. The Developer's Property shall be developed with commercial uses as the market allows and consistent with the City's Zoning Ordinance.

(c) **Pad Ready.** The Developer acknowledges and agrees that, pursuant to Paragraph 2(b)(iv) of the Amended Development Agreement, all utilities and ingress and egress facilities were intended to be constructed to coincide with the construction of the Residential Parcel and that the cost of such improvements would be borne by the developer of the Residential Parcel. The Developer agrees that the City has no further obligation to provide or construct utilities to either resultant commercial lot and waives any and all claims, demands, actions, and causes of action whatsoever regarding the construction, or lack thereof, of the utilities and ingress and egress facilities currently available at the Developer's Property against the City of Cocoa, its elected officials, employees, agents, and attorneys. I further agree to indemnify and save harmless the City of Cocoa, its elected officials, employees, agents, and attorneys 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 equitable relief, or loss of use, arising directly or indirectly out of or in connection with the construction or lack of construction of the utilities available at either resultant commercial lot.

SECOND AMENDMENT TO CLEARLAKE ROAD DEVELOPMENT AGREEMENT
City of Cocoa and Merritt Island Ventures, Inc.

Page 3 of 7

(d) Notices. Whenever either party desires to give notice to the other, notice shall be sent by hand delivery or certified mail, return receipt requested, and regular U.S. mail and shall be sent to:

For the City:

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

For Developer:

Merritt Island Ventures, Inc.
500 Sail Lane, 601
Merritt Island, Florida 32953

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

3.0 Recordation. Upon full execution by both parties hereto, this Second Amendment shall be recorded in the public records of Brevard County, Florida, and shall run with the land.

4.0 Miscellaneous. All terms and conditions of the Amended Development Agreement, which are not expressly and specifically modified by this Second Amendment, shall continue to remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal on the date first above written.

[SIGNATURE PAGES FOLLOW]

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

Colleen O'Donnell

Signature of Witness

Colleen O'Donnell
Printed Name of Witness

Signature of Witness

VINCENT D. BROWN
Printed Name of Witness

City of Cocoa

Michael C. Blake
By: Michael C. Blake, Mayor

Date: 8-25-2022

APPROVED AS TO FORM

By:

Anthony A. Garganese
Anthony A. Garganese, City Attorney

ATTEST:

By:

Catie Shealy
Catie Shealy, City Clerk

CITY SEAL

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of (✓) physical presence or () online notarization, this 25 day of August, 2022, by Michael C. Blake, the Mayor of the City of Cocoa, on behalf of the City, who is personally known to me or produced _____ as identification.

(NOTARY SEAL)



MONICA R. ARSENAULT
Commission # GG 985789
Expires June 16, 2024
Bonded Thru Budget Notary Services

(Notary Public Signature)

Monica Arsenault
(Print Name)

Notary Public, State of Florida

Commission No.: GG 985789

My Commission Expires: 6-16-24

SECOND AMENDMENT TO CLEARLAKE ROAD DEVELOPMENT AGREEMENT
City of Cocoa and Merritt Island Ventures, Inc.

Page 5 of 7

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

Colleen O'Donnell
Signature of Witness
Colleen O'Donnell
Printed Name of Witness

MERRITT ISLAND VENTURES, INC.

By: Jeri K. Watson
Its: President
Date: 8/25/22

Monica Arsenault
Signature of Witness
Monica Arsenault
Printed Name of Witness

STATE OF Florida
COUNTY OF Brevard

The foregoing instrument was acknowledged before me by means of (☒) physical presence or (☐) online notarization, this 25th day of August, 2022, by Jeri K. Watson, the President of Merritt Island Ventures, Inc., a Florida corporation. ~~He~~ She is personally known to me or produced FLDL as identification.

(NOTARY SEAL)



CARIE E. SHEALY
Notary Public
State of Florida
Comm# HH144585
Expires 8/30/2025

Carie E. Shealy
(Notary Public Signature)
Carie E. Shealy
(Print Name)
Notary Public, State of Florida
Commission No.: HH144585
My Commission Expires: 8/30/2025

**EXHIBIT A
LEGAL DESCRIPTION**

A PARCEL OF LAND LYING WITHIN SECTION 20, TOWNSHIP 24 SOUTH, RANGE 36 EAST, IN THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOW:

FOR A POINT OF REFERENCE COMMENCE AT SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 20 AND PROCEED N 0°02'24" W, ALONG THE WEST BOUNDARY OF SAID NORTHWEST 1/4, A DISTANCE OF 816.15 FEET; THENCE N 89°40'23" E, A DISTANCE OF 40.00 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF CLEARLAKE ROAD PER FLORIDA DEPARTMENT OF TRANSPORTATION MAP SECTION NUMBER 7055-(150) 250 AND THE POINT OF BEGINNING; THENCE N 0°02'24" W, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 324.95 FEET; THENCE N 89°40'15" E, A DISTANCE OF 1291.84 FEET TO A POINT ON THE WEST BOUNDARY OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 20; THENCE S 0°23'53" E, ALONG SAID WEST BOUNDARY, A DISTANCE OF 325.00 FEET; THENCE S 89°40'23" W, A DISTANCE OF 1293.87 FEET TO THE POINT OF BEGINNING.

THE ABOVE PARCEL CONTAINING 9.65 ACRES, MORE OR LESS.

Prepared by:
Jennifer B. Nix, Esq.
Assistant City Attorney of Cocoa
111 N. Orange Ave., Ste. 2000
Orlando, Florida 32801

✓
Return to:
Carie Shealy
City of Cocoa
65 Stone Street
Cocoa, Florida 32922

DECLARATION OF EASEMENT

THIS DECLARATION OF EASEMENT (hereinafter "Declaration") is made and entered into this 17 day of FEBRUARY, 2016, by **U.S. 1 CORRIDOR REDEVELOPMENT AGENCY**, a Florida Community Development Agency, whose address is _____ (hereinafter "Owner").

WITNESSETH:

WHEREAS, Owner is the owner of certain property, Parcel ID: 24-36-20-00-00258.0-0000.00, and legally described as follows:

A PARCEL OF LAND LYING WITHIN SECTION 20, TOWNSHIP 24 SOUTH, RANGE 36 EAST, IN THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOW:

FOR A POINT OF REFERENCE COMMENCE AT SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 20 AND PROCEED N 0°02'24" W, ALONG THE WEST BOUNDARY OF SAID NORTHWEST 1/4, A DISTANCE OF 816.15 FEET; THENCE N 89°40'23" E, A DISTANCE OF 40.00 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF CLEARLAKE ROAD PER FLORIDA DEPARTMENT OF TRANSPORTATION MAP SECTION NUMBER 7055-(150) 250 AND THE POINT OF BEGINNING; THENCE N 0°02'24" W, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 324.95 FEET; THENCE N 89°40'15" E, A DISTANCE OF 1291.84 FEET TO A POINT ON THE WEST BOUNDARY OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 20; THENCE S 0°23'53" E, ALONG SAID WEST BOUNDARY, A DISTANCE OF 325.00 FEET; THENCE S 89°40'23" W, A DISTANCE OF 1293.87 FEET TO THE POINT OF BEGINNING.

THE ABOVE PARCEL CONTAINING 9.65 ACRES, MORE OR LESS.

(hereinafter "Property"); and

WHEREAS, Owner previously acquired the Property for redevelopment purposes pursuant to the Community Redevelopment Act of 1969 ("Act"); and

WHEREAS, in accordance with the Act, the Owner desires to convey the Property for redevelopment purposes; and

WHEREAS, prior to said conveyance, the Owner, in cooperation with the future developers of the Property, submitted development permit applications for site plan and plat approval with the City of Cocoa; and

WHEREAS, the development permit applications propose to divide the Property into two separate lots as set forth in the plat to be recorded subsequent to the recordation of this Declaration; and said lots are also legally defined herein and generally referred to as Lot 1 and Lot 2; and

WHEREAS, as a condition of plat and site plan approval, the City of Cocoa is requiring that the Owner provide certain ingress and egress, stormwater drainage, sidewalk and temporary construction easements so that the development of Lot 1 and Lot 2 are coordinated for efficient development and use; and

WHEREAS, as a condition of plat and site plan approval, the City of Cocoa is also requiring a shared ingress and egress easement on Lot 2 for the benefit of the adjacent property located to the south of the Property in order to improve traffic patterns and safety along Clearlake Road; and

WHEREAS, Owner intends to sell or transfer ownership of Lot 1 and Lot 2 and, prior to conveyance, desires to memorialize the aforesaid plat and site plan conditions of approval in this Declaration of Easement.

NOW, THEREFORE, in consideration of the foregoing premises and of the covenants herein contained, the Owner hereby covenants and agrees on behalf of itself and its respective successors and assigns that the Property (Lot 1 and Lot 2) shall be maintained, kept, sold and used in full compliance with the following terms and conditions:

1. The above referenced recitals are incorporated herein by this reference as true and correct.

2. Definitions. For purposes hereof:

(a) "Owner" or "Owners" shall mean the Owner and any and all future owners, successors and/or assigns, as the owner of fee simple title to all or any portion of the Property (including the Owner of Lot 1 or Owner of Lot 2) whether by sale, assignment, inheritance, operation of law, trustee's sale, foreclosure, deed in lieu of foreclosure or otherwise, but not including the holder of any lien or encumbrance on the Property.

(b) "Property" shall mean all or any separately identified parcel of real property now constituted a part of the Property subjected to this Declaration, including Lot 1 and Lot 2, as described below, and any future subdivision thereof.

(c) "Lot 1" shall mean the real property as legally described as follows:

A PARCEL OF LAND LYING WITHIN SECTION 20, TOWNSHIP 24 SOUTH, RANGE 36 EAST, IN THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOW:

FOR A POINT OF REFERENCE COMMENCE AT SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 20 AND PROCEED N 0°02'24" W, ALONG THE WEST BOUNDARY OF SAID NORTHWEST 1/4, A DISTANCE OF 816.15 FEET; THENCE N 89°40'23" E, A DISTANCE OF 40.00 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF CLEARLAKE ROAD PER FLORIDA DEPARTMENT OF TRANSPORTATION MAP SECTION NUMBER 7055-(150) 250; THENCE N 0°02'24" W, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 92.00 FEET TO THE POINT OF BEGINNING; THENCE N 00° 02' 24" W, CONTINUING ALONG SAID EAST RIGHT-OF-WAY, A DISTANCE OF 232.95 FEET; THENCE N 89° 40' 15" E, A DISTANCE OF 300.00 FEET; THENCE S 00° 02' 24" E, PARALLEL WITH SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 274.96 FEET; THENCE S 89° 40' 23" W, A DISTANCE OF 95.63 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 150.00 FEET AND A CHORD WHICH BEARS N 74° 46' 07" W, A DISTANCE OF 80.46 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 81.46 FEET TO A POINT OF CURVATURE OF A REVERSE CURVE CONCAVE SOUTHWESTELY, HAVING A RADIUS OF 140.00 FEET AND A CHORD WHICH BEARS N 74° 37' 31" W, A DISTANCE OF 74.43 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 75.33 FEET TO A POINT OF TANGENCY; THENCE S 89° 57' 36" W, A DISTANCE OF 55.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE PARCEL CONTAINING 1.77 ACRES, MORE OR LESS.

(d) "Lot 2" shall mean the real property as legally described as follows:

A PARCEL OF LAND LYING WITHIN SECTION 20, TOWNSHIP 24 SOUTH, RANGE 36 EAST, IN THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOW:

FOR A POINT OF REFERENCE COMMENCE AT SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 20 AND PROCEED N 0°02'24" W, ALONG THE WEST BOUNDARY OF SAID NORTHWEST 1/4, A DISTANCE OF 816.15 FEET; THENCE N 89°40'23" E, A DISTANCE OF 40.00 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF CLEARLAKE ROAD PER FLORIDA DEPARTMENT OF TRANSPORTATION MAP SECTION NUMBER 7055-(150) 250 AND THE POINT OF BEGINNING; THENCE N 00° 02' 24" W, CONTINUING ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 92.00 FEET; THENCE N 89° 57' 36" E, A DISTANCE OF 55.00 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 140.00 FEET AND A CHORD WHICH BEARS S 74° 37' 31" E, A DISTANCE OF 74.43

FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 75.33 FEET TO A POINT OF CURVATURE OF A REVERSE CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 150.00 FEET AND A CHORD WHICH BEARS S 74° 46' 07" E. A DISTANCE OF 80.46 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 81.46 FEET TO A POINT OF TANGENCY; THENCE N 89° 40' 23" E, A DISTANCE OF 95.63 FEET; THENCE N 00° 02' 24" W, PARALLEL WITH SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 274.96 FEET; THENCE N 89° 40' 15" E, A DISTANCE OF 991.84 FEET TO A POINT ON THE WEST BOUNDARY OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 20; THENCE S 0°23'53" E, ALONG SAID WEST BOUNDARY, A DISTANCE OF 325.00 FEET; THENCE S 89°40'23" W, A DISTANCE OF 1293.87 FEET TO THE POINT OF BEGINNING. THE ABOVE PARCEL CONTAINING 7.88 ACRES, MORE OR LESS.

3. Grant of Easements.

Subject to any express conditions, limitations or reservations contained herein, the Owner hereby grants, establishes, covenants and agrees that the Property and the Owners shall be benefitted and burdened by the following easements which are hereby imposed upon the Property and all present and future Owners of the Property:

(a) Grant of Lot 2 Ingress-Egress Easement to Lot 1. The Owner of Lot 2 hereby grants and conveys to the Owner of Lot 1, its successors and assigns for its use, in common with others entitled to use the same, a nonexclusive, perpetual easement for ingress and egress, across the road and sidewalk improvements ("Improvements") which may be constructed by Owner of Lot 2 within the property as legally described in **Exhibit "A"** ("Lot 1 Access Easement"). The Improvements shall be built substantially similar to the site plan attached hereto as **Exhibit "B"**. Final form of the Improvements shall be determined and approved by City of Cocoa and Florida Department of Transportation. Such easement rights shall be subject to the provisions contained in this Declaration and shall be appurtenant to and run for the benefit of Lot 1 which lies to the north of and contiguous to the Lot 1 Access Easement. Owner of Lot 2 shall have the right to develop its property adjacent to the Lot 1 Access Easement, which shall include but not be limited to constructing additional roadways which will tie into the road improvements located within the Lot 1 Access Easement. Owner of Lot 2 shall not erect any barriers in the Lot 1 Access Easement, which would obstruct, block, or unreasonably interfere with ingress and egress, to and from, Lot 1 across the Lot 1 Access Easement. The maintenance and, as applicable, installation, repair, and replacement of improvements within the Lot 1 Access Easement and all costs associated therewith, shall be the responsibility of the Owner of Lot 2, and its successors and assigns, and Owner of Lot 1 shall have no obligation or responsibility for maintaining the improvements within the Lot 1 Access Easement. Owner of Lot 2 agrees that at all times all parties, vehicles, and pedestrians, shall have access to and from Lot 1 and their "Permittees" shall include but shall not be limited to all the officers, directors, employees, agents, contractors, customers, vendors, suppliers, visitors, invitees, licensees, future owners of Lot 1 and tenants, and subtenants of Lot 1 insofar as their activities relate to the intended current zoning of Lot 1 as of the date of execution of this Declaration. If the Owner of Lot 1 desires to modify Lot 2's road and sidewalk improvements within the Lot 1 Access Easement, the Owner of Lot 1 can do so only pursuant to the following requirements:

- i) Written approval by Owner of Lot 2 for any modifications by the Owner of Lot 1, which approval shall not be unreasonably denied, conditioned, or delayed;
- ii) All costs associated with the Owner of Lot 1's modifications of Lot 2's improvements shall be the responsibility of the Owner of Lot 1, and its successors and assigns; and
- iii) The Owner of Lot 1 shall indemnify, hold, and save harmless the Owner of Lot 2 from any and all costs and liabilities of whatsoever nature, including but not limited to personal injury and property damage which might be asserted against the Owner of Lot 2 as a result of acts of the Owner of Lot 1 in improving the Lot 1 Access Easement.

(b) Grant of Lot 2 Utility Easement to Lot 1. The provisions of this Section 3 (b) shall be consistent with the water, sewage and drainage plans approved by St. Johns River Water Management District and the City of Cocoa. Owner of Lot 2 hereby grants and conveys to Owner of Lot 1, its successors and assigns for its use, in common with others entitled to use the same, a nonexclusive, perpetual easement for access to any existing water, sewage and drainage improvements which shall be constructed by Owner of Lot 2, within the Lot 1 Access Easement, and within 6 feet of the Lot 1 property line. ("Utility Easement"). Pursuant to Section 3 (e) hereof, Owner of Lot 1 is granting Owner of Lot 2 a temporary construction easement to construct any water, sewage and drainage improvements. Such easement rights shall be subject to the provisions contained in this Declaration and shall be appurtenant to and run for the benefit of Lot 1 which lies to the north of and contiguous to the Lot 1 Access Easement. The maintenance and, as applicable, installation, repair, and replacement of improvements within the Utility Easement and all costs associated therewith, shall be the responsibility of the Owner of Lot 2, and its successors and assigns, and Owner of Lot 1 shall have no obligation or responsibility for maintaining the improvements within the Utility Easement. The costs of any water, sewage, drainage, or other utility charges used by Lot 2 shall be the sole cost of the Owner of Lot 2. The costs of any water, sewage, drainage, or other utility charges used by Lot 1 shall be at the sole cost of the Owner of Lot 1. If the Owner of Lot 1 desires to modify existing Utility improvements within the Lot 1 Access Easement, the Owner of Lot 1 can do so only pursuant to the following requirements:

- i) Written approval by Owner of Lot 2 for any modifications by the Owner of Lot 1, which approval shall not be unreasonably denied, conditioned, or delayed;
- ii) All costs associated with the Owner of Lot 1's modifications of Lot 2's improvements shall be the responsibility of the Owner of Lot 1, and its successors and assigns; and
- iii) The Owner of Lot 1 shall indemnify, hold, and save harmless the Owner of Lot 2 from any and all costs and liabilities of whatsoever

nature, including but not limited to personal injury and property damage which might be asserted against the Owner of Lot 2 as a result of acts of the Owner of Lot 1 in improving the Utility Easement.

(c) Grant of Lot 2 Storm Water Easement to Lot 1. The provisions of this Section 3 (c) shall be consistent with the storm water plans approved by St. Johns River Water Management District and the City of Cocoa. The Owner of Lot 2 hereby grants and conveys to Owner of Lot 1, its successors and assigns for its use, an exclusive, perpetual easement for access to the storm water drainage improvements ("Storm Water Easement") which may be constructed by Owner of Lot 2 within Lot 2 and stubbed onto Lot 1. Pursuant to Section 3 (e) hereof, the Owner of Lot 1 is granting the Owner of Lot 2 a temporary construction easement to construct any storm water improvements. The Owner of Lot 2 shall construct the improvements for the Storm Water Easement to comply with existing storm water requirements and proposed C-G zoning of Lot 1 in compliance with the proposed future land use of Lot 1. Such easement rights shall be subject to the provisions contained in this Declaration and shall be appurtenant to and run for the benefit of Lot 1 which lies to the north and west of and contiguous to Lot 2. The maintenance and, as applicable, installation, repair, and replacement of improvements within the Storm Water Easement and all costs associated therewith, shall be the responsibility of the Owner of Lot 2, and its successors and assigns, and Owner of Lot 1 shall have no obligation or responsibility for maintaining the improvements within the Storm Water Easement. The costs of any storm water charges used by Lot 2 shall be at the sole cost of the Owner of Lot 2. The costs of any storm water charges used by Lot 1 shall be at the sole cost of the Owner of Lot 1. If the Owner of Lot 1 desires to modify the storm water drainage improvements within Lot 2, the Owner of Lot 1 can do so only pursuant to the following requirements:

- i) Written approval by Owner of Lot 2 for any modifications by the Owner of Lot 1, which approval shall not be unreasonably denied, conditioned, or delayed;
- ii) All costs associated with the Owner of Lot 1's modifications of Lot 2's improvements shall be the responsibility of the Owner of Lot 1, and its successors and assigns; and
- iii) The Owner of Lot 1 shall indemnify, hold, and save harmless the Owner of Lot 2 from any and all costs and liabilities of whatsoever nature, including but not limited to personal injury and property damage which might be asserted against the Owner of Lot 2 as a result of acts of the Owner of Lot 1 in improving the Storm Water Easement.

(d) Grant of Lot 1 Sidewalk Easement to Lot 2. The Owner of Lot 1 hereby grants and conveys to Owner of Lot 2, its successors and assigns for its use, in common with others entitled to use the same, a nonexclusive, perpetual easement for construction of and ingress and egress to a sidewalk improvement which may be constructed by the Owner of Lot 2 within the property as legally described in **Exhibit "C"** ("Lot 2 Sidewalk Easement"). Such easement rights shall be subject to the provisions contained in this Declaration and shall be

appurtenant to and run for the benefit of the Lot 1 Access Easement which lies to the south of and contiguous to Lot 1. The Lot 2 Sidewalk Easement may be improved by the Owner of Lot 2 to create a sidewalk within and through the Lot 2 Sidewalk Easement, and the Owner of Lot 2 shall indemnify, hold, and save harmless the Owner of Lot 1 from any and all costs and liabilities of whatsoever nature, including but not limited to personal injury and property damage which might be asserted against the Owner of Lot 1 as a result of acts of the Owner of Lot 2 in improving the Lot 2 Sidewalk Easement. Upon completion of all improvements to the Lot 2 Sidewalk Easement, maintenance, and as applicable installation, repair, and replacement of improvements within the Lot 2 Sidewalk Easement and all costs associated therewith, shall be the responsibility of the Owner of Lot 2, and its successors and assigns, and the Owner of Lot 1 shall have no obligation or responsibility for maintaining the Lot 2 Sidewalk Easement.

(e) Grant of Lot 1 Temporary Construction Easement to Lot 2. The Owner of Lot 1 hereby grants and conveys to the Owner of Lot 2, its successors and assigns for its use, a temporary easement for ingress and egress over and across Lot 1 for access to Lot 2 to allow the Owner of Lot 2 to construct any and all improvements within Lot 2 and the Lot 1 Sidewalk Easement ("Temporary Construction Easement") at the Owner of Lot 2's sole cost and expense. Such easement rights shall be subject to the provisions contained in this Declaration and shall be appurtenant to and run for the benefit of Lot 2 which lies to the south and west of and contiguous to Lot 1. The Temporary Construction Easement shall terminate upon the completion of the Owner of Lot 2's construction of improvements within Lot 2 and the Lot 1 Sidewalk Easement. The Owner of Lot 2 shall indemnify, hold, and save harmless the Owner of Lot 1 from any and all costs and liabilities of whatsoever nature, including but not limited to personal injury and property damage which might be asserted against the Owner of Lot 1 as a result of acts of the Owner of Lot 2 in utilizing the Temporary Construction Easement. Upon completion of all improvements within Lot 2 and the Lot 1 Sidewalk Easement, the Owner of Lot 2 shall bear the burden of mitigating any damage to Lot 1 existing as a result of the Owner of Lot 2's utilization of the Temporary Construction Easement.

(f) Grant of Lot 2 Ingress-Egress Easement to Adjacent Property to the South. Owner acknowledges and agrees that the City of Cocoa desires for the Owners of Lot 1 and Lot 2 and the owner of certain property (the "Xena Property") adjacent to the south property line of the Property (which Xena Property is presently owned by Xena Longwood, LLC, a Florida limited liability company ("Xena")), to share ingress and egress to Lot 1, Lot 2, and the Xena Property through that certain access driveway (the "Access Driveway") from Lot 2 onto Clearlake Road, as such Access Driveway is more specifically depicted on the site plan attached hereto as Exhibit "B." The Owner understands and acknowledges that a recorded agreement between Xena and the Owner of Lot 2 or any successor in title to the Owner of Lot 2 (the "Shared Access Easement") shall set forth the terms and conditions of the use of the Access Driveway by Xena and the Owner of Lot 2 or any successors in title thereto. The Owner further understands and acknowledges that the Access Driveway may be subject to change based upon the requirements of the Florida Department of Transportation ("FDOT"), and to the extent that FDOT requires any change to the ingress and egress access into the Xena Property presently enjoyed by Xena in connection with the approval of the Access Driveway, or to the extent that the City of Cocoa requires any change to the ingress and egress access into the Xena Property enjoyed by Xena in connection with the Access Driveway. The City shall have the right, but not

the obligation, to enforce the Access Driveway requirement pursuant to paragraph 11 of this Declaration. Accordingly, until such time as the Access Driveway is approved by FDOT, and, if applicable, by Xena, and until such time as the Shared Access Easement is placed of record in the Public Records of Brevard County, Florida, the Owner shall not undertake any action whatsoever that would change or otherwise impede the ingress and egress access presently enjoyed by Xena and its authorized users from and into the Xena Property from Clearlake Road.

4. Effect. The Easements granted herein are easements that benefit and are appurtenant to the Owner of Lot 1 and the Owner of Lot 2, as applicable and shall inure to the benefit of Owner of Lot 1 and Owner of Lot 2 and all future owners of all or any part of Lot 1 or Lot 2. The obligations, rights, and duties of each party hereunder shall be binding upon and inure to the benefit of the party's respective successors and assigns and to the successors in interest in and to each party's parcel.

5. Construction. The captions and headings in this Declaration are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants, conditions, or agreements contained herein.

6. Severability. If the fulfillment of any provisions hereof, at the time performance of such provision shall be due, shall involve any violation of the law or shall otherwise be determined to be unenforceable or invalid by appropriate judicial authority, then such obligation to be fulfilled shall be reduced to the limit legally enforceable, if any, and the remainder of this Declaration shall remain in full force and effect and shall be enforced to the full extent permitted by law.

7. Notices. All notices under the terms of this Declaration shall be hand delivered and/or sent by certified mail, return receipt requested, at the mailing address of the Owner(s) as provided in the records of the Brevard County Property Appraiser's Office. If any notices are sent by mail, said notice shall be considered delivered within three (3) days after the postmark of said envelope.

8. Governing Law and Venue. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida, and venue shall be in Brevard County.

9. Not a Public Dedication. This Declaration is not intended to be, and should not be construed as a gift or dedication of any portion of the Property to the public.

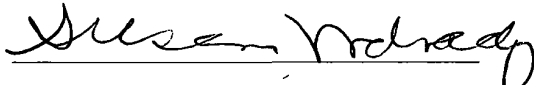
10. Termination. This Declaration was entered into and recorded against the Property as a necessary and reasonable condition of the City of Cocoa granting a development permit for site plan and plat approval. As such, this Declaration shall not be terminated by the Owner(s) of Lot 1 and Lot 2 unless such termination is approved by the City of Cocoa. Said termination shall be in the form of a recorded instrument executed by the Owner(s) of Lot 1 and Lot 2 and the City of Cocoa.

11. City Enforcement Rights. The Owner acknowledges and agrees that the City shall have the regulatory power, and contractual right as third party beneficiary, to enforce this provision at its sole discretion and require compliance with any development permit conditions imposed on the Property including, but not limited to, the conditions stated herein.

IN WITNESS WHEREOF, the Owner has hereunto set its hand and seal the day and year first above written.

WITNESSES:


HEIDI BYRON
(print)


SUSAN MCGRADY
(print)

U.S. 1 Corridor Redevelopment Agency, a
Florida Community Development Agency

By: For Jew Blanco
Richard Loudon, Chairman

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 17th day of Jul., 2016, by Richard Loudon, Chairman of the U.S. 1 Corridor Redevelopment Agency, a Florida Community Development Agency, (check one) ☐ who is personally known to me or ☐ who produced _____ as identification.



HEIDI F. BYRON
MY COMMISSION # FF 090803
EXPIRES: April 12, 2018
Bonded Thru Budget Notary Services

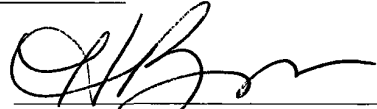
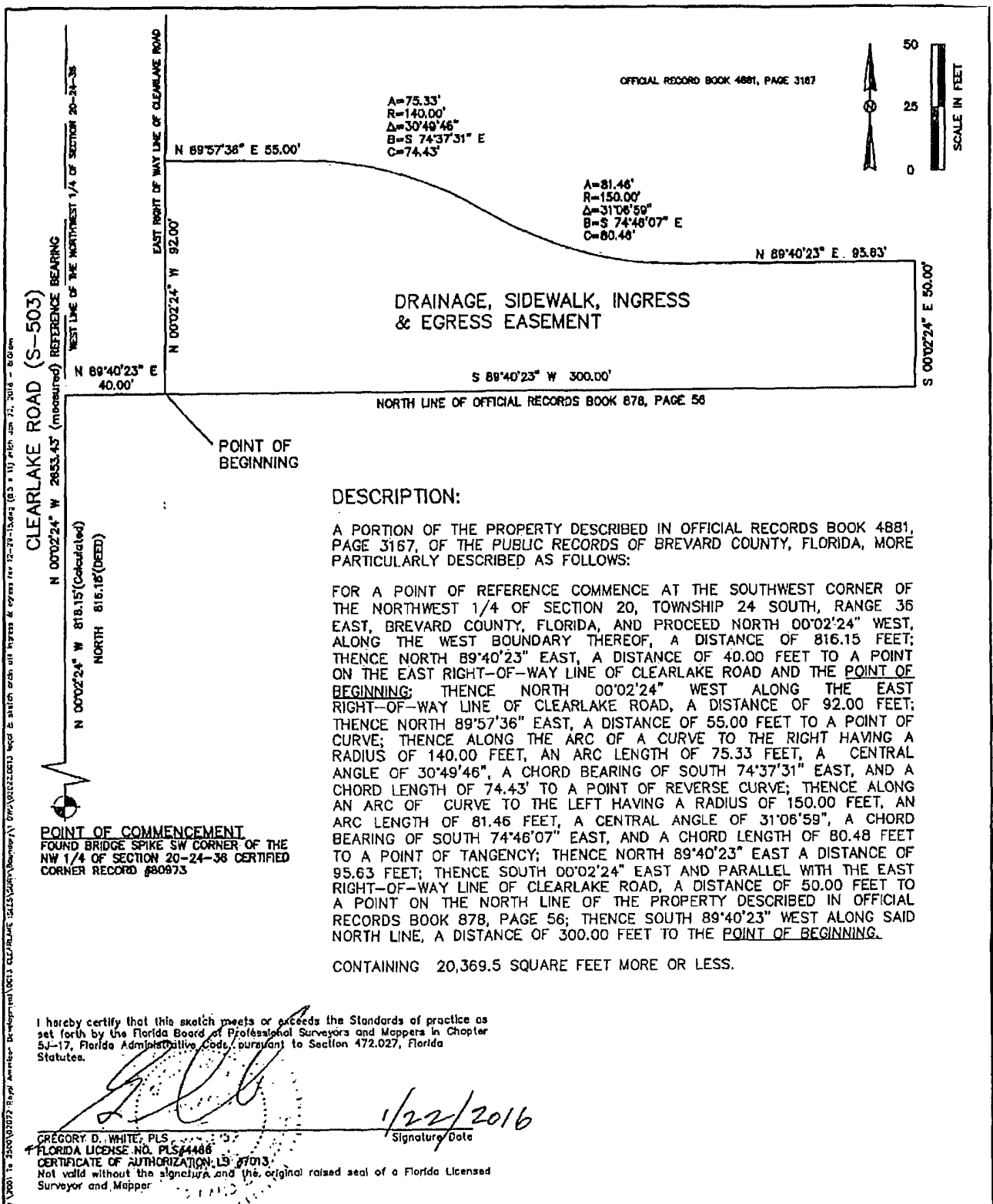
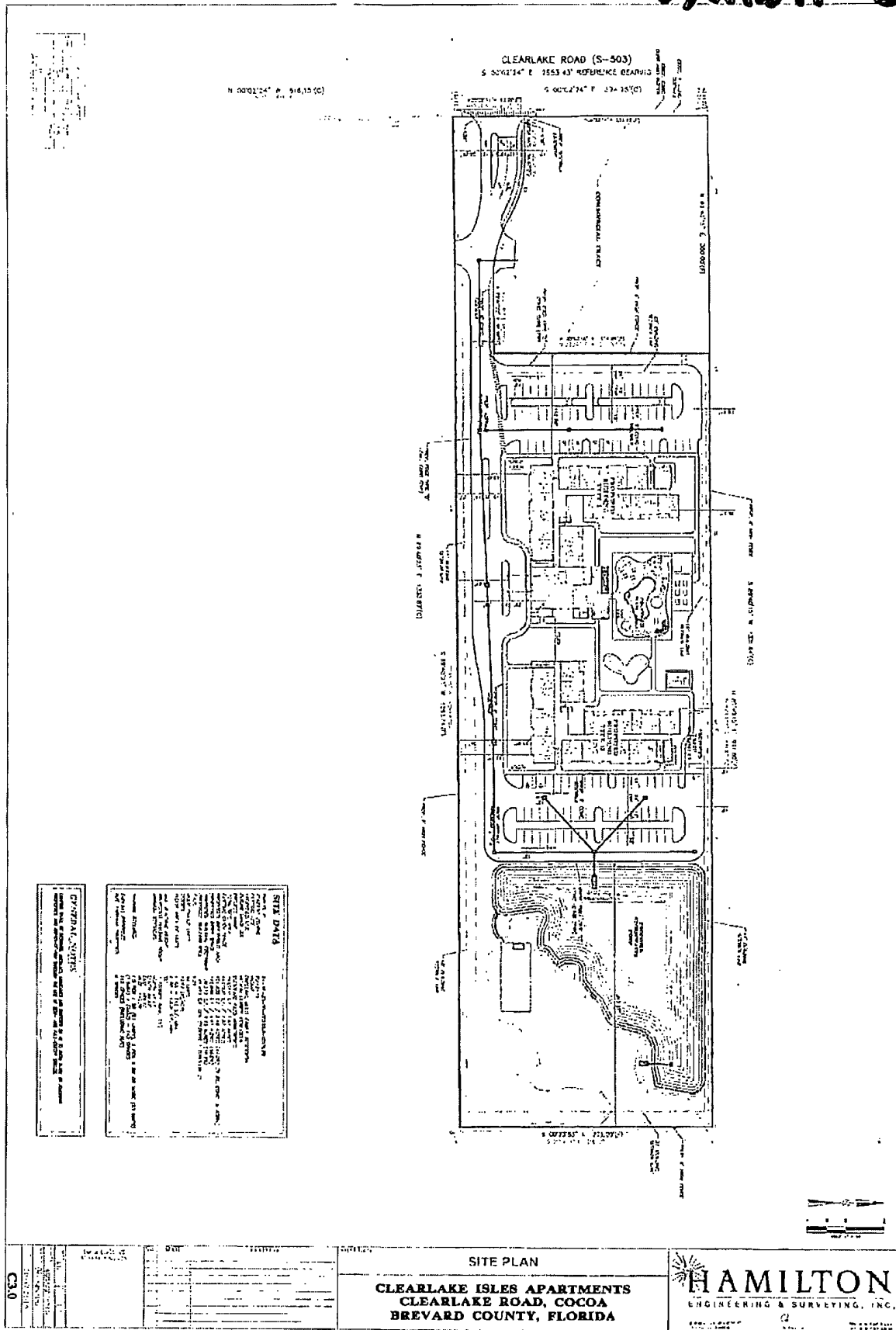

Notary Public – State of Florida
Print Name: HEIDI BYRON
My Commission expires:

Exhibit "A"



		DRAINAGE, SIDEWALK, INGRESS & EGRESS EASEMENT CLEARLAKE ISLES APARTMENTS				
3409 West Lemon Street Tampa, FL 33609 LB#7013	Tel (813) 250-3535 Fax (813) 250-3638	SEC TWP RGE 20-24S-36E	JOB NUMBER 02022.0013	DRAWN BY GDW	DATE 01/22/2016	SHEET 1

Exhibit "B"





FOR A POINT OF REFERENCE COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 24 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, AND PROCEED NORTH 00°02'24" WEST, ALONG THE WEST BOUNDARY THEREOF, A DISTANCE OF 816.15 FEET; THENCE NORTH 89°40'23" EAST, A DISTANCE OF 40.00 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF CLEARLAKE ROAD; THENCE NORTH 00°02'24" WEST ALONG THE EAST RIGHT-OF-WAY LINE OF CLEARLAKE ROAD, A DISTANCE OF 92.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE NORTH 00°02'24" WEST, A DISTANCE OF 14.49 FEET; THENCE SOUTH 04°44'36" EAST, A DISTANCE OF 17.80 FEET; THENCE NORTH 89°57'36" EAST, A DISTANCE OF 43.39 FEET TO A POINT OF CURVE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 141.00 FEET, AN ARC LENGTH OF 75.87 FEET, A CENTRAL ANGLE OF 30°49'46", A CHORD BEARING OF SOUTH 74°37'31" EAST, AND A CHORD LENGTH OF 74.95 FEET TO A POINT OF REVERSE CURVE; THENCE ALONG AN ARC OF CURVE TO THE LEFT HAVING A RADIUS OF 149.00 FEET, AN ARC LENGTH OF 80.92 FEET, A CENTRAL ANGLE OF 31°06'59", A CHORD BEARING OF SOUTH 74°46'07" EAST, AND A CHORD LENGTH OF 79.93 FEET TO A POINT OF TANGENCY; THENCE NORTH 89°40'23" EAST A DISTANCE OF 95.63 FEET; THENCE SOUTH 00°02'24" EAST AND PARALLEL WITH THE EAST RIGHT-OF-WAY LINE OF CLEARLAKE ROAD, A DISTANCE OF 1.00 FEET; THENCE SOUTH 89°40'23" WEST, A DISTANCE OF 95.63 FEET TO A POINT OF CURVE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 150.00 FEET, AN ARC LENGTH OF 81.46 FEET, A CENTRAL ANGLE OF 31°06'59", A CHORD BEARING OF NORTH 74°46'07" WEST, AND A CHORD LENGTH OF 80.46 FEET TO A POINT OF REVERSE CURVE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 140.00 FEET, AN ARC LENGTH OF 75.33 FEET, A CENTRAL ANGLE OF 30°49'46", A CHORD BEARING OF NORTH 74°37'31" WEST, AND A CHORD LENGTH OF 74.43 FEET TO A POINT OF TANGENCY; THENCE SOUTH 89°57'36" WEST, A DISTANCE OF 55.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 415.2 SQUARE FEET MORE OR LESS.

GREGORY D. WHITE, PLS. Signature Date
FLORIDA LICENSE NO. PLS0440807
CERTIFICATE OF AUTHORIZATION LB #7013
Not valid without the signature and the original raised seal of a Florida Licensed
Surveyor and Mapper



HAMILTON
ENGINEERING & SURVEYING INC.

3408 West Lamon Street
Tampa, FL 33609

LB#7013

Tel (813) 250-3535
Fax (813) 250-3838

1.0' SIDEWALK EASEMENT
CLEARLAKE ISLES APARTMENTS

SEC TWP RGE
20-24S-36E

JOB NUMBER
02022.0013

DRAWN BY
GDW

DATE
12/29/2015

SHEET
1

LAND USE RESTRICTION AGREEMENT

DEFINITIONS:

- 1 “***Owner***” means and refers to the US 1 Corridor Community Redevelopment Agency, a Florida Community Redevelopment Agency formed pursuant to Section 163.330 E Seq., Florida Statutes
- 2 “***Property***” means and refers to that property more particularly described as
Clearlake Isles Subdivision

Legal Description:

Lots 1 and 2, Clearlake Isles Subdivision, according to the Plat thereof, as recorded in Plat Book 62, Page 1 Brevard County, Florida

USE RESTRICTION:

The property shall be owned solely by a for-profit entity subject to all taxing agencies as well as assessments, licensing fees, etc

RESTRICTIVE COVENANTS RUNNING WITH THE LAND

The covenants and restrictions contained herein shall run with the land and shall be binding on the Owner and the Owner’s successors and assigns and all parties claiming under them for a period of ninety-nine (99) years from recordation. Every person who now or hereafter owns or acquires any right, title, or interest in or to the Property or any portion thereof, is and shall conclusively be deemed to have consented and agreed to every covenant, condition, and restriction contained herein, whether or not any reference to this Agreement is contained in the instrument by which such person acquired an interest in the Property or a portion thereof.

WITNESSES

Print Name

HEIDI BYRON

US 1 Corridor Community Redevelopment Agency

Chairman

Name Richard Louden

Print Name

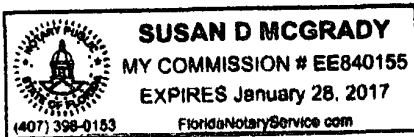
SUSAN MCGRADY

STATE OF FLORIDA

COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 25 day of February, 2016 by Richard Louden, as Chairman of US 1 Corridor Community Redevelopment Agency, a Florida Community Redevelopment Agency formed pursuant to Section 163.330 Et Seq., Florida Statutes. He is personally known to me.

Notary Public, State of Florida



SKETCH OF DESCRIPTION

(NOT A BOUNDARY SURVEY)

LEGAL DESCRIPTION:

THAT PART OF LOT 1, CLEARLAKE ISLES SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 61, PAGE 1, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE S00°02'24"E, ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 118.73 FEET; THENCE S89°54'53"E, A DISTANCE OF 193.90 FEET; THENCE S00°12'04"E, A DISTANCE OF 74.58 FEET TO THE POINT OF BEGINNING; THENCE S89°54'53"E, A DISTANCE OF 24.77 FEET; THENCE 64.91 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 36.62 FEET AND CENTRAL ANGLE OF 101°32'46" (CHORD BEARING S27°13'09"E, A DISTANCE OF 56.74 FEET); THENCE 32.48 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 24.73 FEET AND CENTRAL ANGLE OF 75°14'06" (CHORD BEARING S13°02'41"E, A DISTANCE OF 30.19 FEET) TO THE SOUTH LINE OF SAID LOT 1; THENCE, ALONG SAID SOUTH LINE, THE FOLLOWING TWO COURSES: (1) S89°40'23"W, A DISTANCE OF 47.23 FEET; (2) 1.54 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 150.00 FEET AND CENTRAL ANGLE OF 00°35'16" (CHORD BEARING S89°58'01"W, A DISTANCE OF 1.54 FEET); THENCE 22.35 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 24.32 FEET AND CENTRAL ANGLE OF 52°39'43" (CHORD BEARING N26°22'15"E, A DISTANCE OF 21.57 FEET); THENCE N00°02'45"E, A DISTANCE OF 19.68 FEET; THENCE 21.47 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 14.33 FEET AND CENTRAL ANGLE OF 85°51'28" (CHORD BEARING N42°52'10"W, A DISTANCE OF 19.52 FEET); THENCE N89°54'53"W, A DISTANCE OF 10.00 FEET; THENCE N00°12'04"W, A DISTANCE OF 26.86 FEET; THENCE S89°54'53"E, A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 3,186 SQUARE FEET OR 0.073 ACRES, MORE OR LESS.



Phone: (813) 886-6080 / Fax: (813) 886-6081
Certificate of Authorization Number: LB-7652

SURVEY REPORT:

1. UNLESS DIGITALLY SIGNED AND SEALED, THIS SKETCH OF DESCRIPTION AND/OR REPORT OR THE COPIES HEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES ARE PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

SHEET NO.

1
OF 2

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION WAS MADE UNDER MY DIRECTION AND MEETS THE STANDARDS OF PRACTICE REQUIREMENTS OF CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE.

THOMAS S Serbu Digitally signed by THOMAS Serbu
Date: 2025.07.30 15:32:45 -04'00'

THOMAS PATRICK SERBU
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NUMBER LS-4744
EMAIL: thomas@ebisurvey.com
DATE SIGNED: 7/30/25

DATE: 7/30/2025
DRAWN: SDN
CHECKED: TPS
REVISION:
FILE: HU67SAESODX.dwg

SKETCH OF DESCRIPTION
ACCESS EASEMENT
PART OF LOT 1
CLEARLAKE ISLES SUBDIVISION
BREVARD COUNTY, FLORIDA

PROJECT NUMBER:
HUTT0067

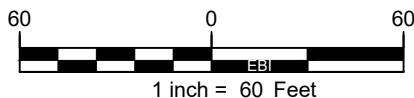
SKETCH OF DESCRIPTION (NOT A BOUNDARY SURVEY)

LEGEND

ABBREVIATIONS

ID	IDENTIFICATION
LB	LICENSED BUSINESS NUMBER
LS	LICENSED SURVEYOR
ORB	OFFICIAL RECORDS BOOK
(P)	PER PLAT
PSM	PROFESSIONAL SURVEYOR
AND MAPPER	
R/W	RIGHT-OF-WAY

GRAPHIC SCALE



POINT OF COMMENCEMENT
NORTHWEST CORNER OF
LOT 1 CLEARLAKE ISLES
SUBDIVISION PER PLAT
BOOK 62, PAGE 1

COLLEGE PINE CONDOMINIUMS
PHASE I
ACCOUNT: 2445229
24-36-20-00-261.1-XA

COLLEGE PINE CONDOMINIUMS
PHASE II
ACCOUNT: 2449734
PARCEL ID: 24-36-20-00-265.1-XA

CURVE TABLE

CURVE	ARC LENGTH	RADIUS	CHORD BEARING	CHORD	CENTRAL ANGLE
C1	64.91'	36.62'	S27°13'09"E	56.74'	101°32'46"
C2	32.48'	24.73'	S13°02'41"E	30.19'	75°14'06"
C3	1.54'	150.00'	S89°58'01"W	1.54'	0°35'16"
C4	22.35'	24.32'	N26°22'15"E	21.57'	52°39'43"
C5	21.47'	14.33'	N42°52'10"W	19.52'	85°51'28"

S00°02'24"E
118.73'

PORTION OF LOT 1
CLEARLAKE ISLES SUBDIVISION
PLAT BOOK 62, PAGE 1
MODWASH LLC
ACCOUNT: 3012603
PARCEL ID: 24-36-20-27-*1

193.90' S89°54'53"E

PORTION OF LOT 1
CLEARLAKE ISLES SUBDIVISION
PLAT BOOK 62, PAGE 1
MODWASH LLC
ACCOUNT: 3012603
PARCEL ID: 24-36-20-27-*1

LOT 2
CLEARLAKE ISLES SUBDIVISION
PLAT BOOK 62, PAGE 1
CLEARLAKE ISLES LP
ACCOUNT: 3012604
PARCEL ID: 24-36-20-27-*2

S00°12'04"E
74.58'

POINT OF BEGINNING

N89°54'53"W
5.00'

N00°12'04"W
26.86'

N89°54'53"W
10.00'

N00°02'45"E
19.68'

SOUTH LINE OF
LOT 1

S89°40'23"W
47.23'

LOT 2
CLEARLAKE ISLES SUBDIVISION
PLAT BOOK 62, PAGE 1
CLEARLAKE ISLES LP
ACCOUNT: 3012604
PARCEL ID: 24-36-20-27-*2

ACCESS EASEMENT
0.073 ACRES
(3,186 SQUARE FEET)
MORE OR LESS

SHEET NO.

2
OF 2



EBI Surveying

8415 Sunstate Street

Tampa, Florida 33634

Phone: (813) 886-6080 / Fax: (813) 886-6081

Certificate of Authorization Number: LB-7652

DATE: 7/30/2025

DRAWN: SDN

CHECKED: TPS

REVISION:

FILE: HU67SAESODX.dwg

PROJECT NUMBER:

HUTT0067

SKETCH OF DESCRIPTION

ACCESS EASEMENT

PART OF LOT 1

CLEARLAKE ISLES SUBDIVISION
BREVARD COUNTY, FLORIDA

NOTICE:

THIS SKETCH OF DESCRIPTION IS NOT
VALID WITHOUT THE PRESENCE OF ALL
SHEETS

Prepared by and return to:
ModWash, LLC
Attn: Peter E. Johnson, Esq.
736 Cherry Street
Chattanooga, TN 37402

**DECLARATION OF EASEMENTS, COVENANTS
AND RESTRICTIONS**

THIS DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS (the “Declaration”) is made and entered into as of the ____ day of _____, 2025 (the “Effective Date”), by **MODWASH, LLC**, a Delaware limited liability company (“Declarant”).

WITNESSETH:

WHEREAS, Declarant owns the real property located in Brevard County, Florida and being more fully described and depicted on the attached Exhibit A (“Tract 1”);

WHEREAS, Declarant also owns the real property immediately adjacent to Tract 1 and being more fully described and depicted on the attached Exhibit B (“Tract 2”) (Tract 1 and Tract 2 being collectively referred to as the “Property”; any future owner of any portion of the Property may be referred to from time to time as an “Owner”, and collectively, all such owners may be referred to as “Owners”), and

WHEREAS, Declarant desires to impose the easements, covenants and restrictions set forth in this Declaration upon the said lots.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Declarant covenants and agrees as follows:

1. Access Easement.

- a. Grant of Easement.** Declarant does hereby establish and grant for the benefit of each Tract Owner, and its, successors, assigns, tenants, employees and invitees, a reciprocal permanent, perpetual and non-exclusive vehicular and pedestrian ingress and egress easement on, over and across that portion of the tracts depicted on Exhibit C attached hereto (the "Access Easement"). The Easement shall be non-

exclusive, shall be and is appurtenant to and shall serve the Tracts, and shall be a covenant running with the land. The Easement shall not include parking rights, and at no time may the owners, invitees, customers, agents or occupants of either Tract block access to the Easement Area or interfere with operations of the businesses operating thereon.

- b. Maintenance of Access Easement.** The Owner of Tract 1 shall repair, maintain, and replace the Access Easement. The Owner of Tract 2 shall, within ninety (90) days of receipt of an invoice therefor accompanied by receipts documenting the costs incurred, reimburse the Tract 1 Owner a pro rata portion of such costs incurred. For purposes of this Section, Tract 2's pro rata portion shall be thirty-two percent (32%). In the event any Owner or any successor thereto shall default with respect to its respective maintenance and repair obligations set forth in this Declaration, and such default shall continue ninety (90) days after written notice has been given to the defaulting party of such default, then any non-defaulting Owner shall have the right to cause same to be performed at the cost and expense of the defaulting Owner and the defaulting Owner shall reimburse such non-defaulting Owner the reasonable cost of same upon demand. Each Owner of any portion of the Tracts agrees to keep the Access Easement free and clear from obstacles or obstructions which would prevent or hinder the free passage of pedestrian and vehicular traffic over or across the Access Easement. Each Owner of the Tracts and their successors, assigns and tenants, acknowledge that the Access Easement is for ingress and egress only and agree not to permit vehicles to park within the Access Easement. Notwithstanding anything contained herein to the contrary, any repairs or maintenance to the Access Easement necessitated by the negligence or willful misconduct of the Owner of any portion of the Tracts, or such Owner's employees, agents, contractors, tenants or invitees, shall be performed by such owner at their sole cost and expense.
- c. Effect of Vacancy on Maintenance Responsibility.** Neither Tract's Owner shall bear an obligation to perform repaving, repair, or maintenance or to reimburse the other Owner for repairs performed on their Tract during periods where such Owner's Tract is vacant or for other reasons is not making use of the Access Easement. The forgoing provision shall not be deemed to apply to an Owner's obligation to contribute to the initial cost of construction, just to ongoing repairs and maintenance.

2. Stormwater Easement.

- a. Grant of Stormwater Easement.** Declarant hereby grants for the benefit of Tract 2 a perpetual, non-exclusive easement for the purpose of installation and maintenance of a stormwater line connecting to stormwater drainage lines on Tract 2 through Tract 1 and ultimately connecting to the larger center's stormwater detention system in the location depicted on Exhibit D (the "Stormwater Easement"). The Stormwater Easement shall be appurtenant to Tract 2. Each Owner shall have the right to review and approve the plans for the installation or relocation of stormwater

drainage lines upon their respective Tract which approval shall not be unreasonably withheld provided that the location will not result in the encroachment of a stormwater easement within an area containing buildings or other improvements and the installation or relocation thereof will not result in a loss of access to the businesses operating on the Tracts.

- b. Maintenance of Stormwater System.** Should the owner of Tract 1 incur any costs related to the maintenance of the Stormwater Easement, the Owner of Tract 2 will reimburse the Owner of Tract 1 one-half (½) of such maintenance costs within thirty (30) days of receipt of an invoice and reasonable supporting documentation regarding the same.

3. Utility Easement.

- a. Grant.** Declarant hereby grants for the benefit of Tracts 1 and 2 a perpetual, reciprocal, non-exclusive easement for the purpose of installation and maintenance of utility lines in the area described and depicted in Exhibit E as "Utility Easement" (the "Utility Easement"). The Utility Easement shall be appurtenant to the Tracts.
 - b. Use of Utility Easement Area.** No owner shall construct a building or other structure within the Utility Easement. Notwithstanding the forgoing, the owner of each Tract shall retain full use and enjoyment of the Easement Area, including the ability to pave and install driveways within the Utility Easement area.
 - c. Maintenance, Repairs and Replacement of Utility Lines.** In the event that any Owner's use and enjoyment of the utility services on their Tract requires the maintenance, repair, or replacement of the utility lines within the Utility Easement on the other Owners' Tracts, the Owner whose use necessitates such improvements shall be entitled to perform the necessary maintenance and repairs at its sole cost and expense returning the surface of the affected Tracts to their prior condition thereafter. Notwithstanding the foregoing, any damage caused by an Owner to the utility lines within the Utility Easements shall be promptly repaired by the Owner causing such damage. In the event any Owner or any successor thereto shall default with respect to its respective maintenance and repair obligations set forth in this Declaration, and such default shall continue thirty (30) days after written notice has been given to the defaulting party of such default, then any non-defaulting Owner shall have the right to cause same to be performed at the cost and expense of the defaulting Owner and the defaulting Owner shall reimburse such non-defaulting Owner the reasonable cost of same upon demand
- 4. Exclusive Restriction Benefitting Tract 1.** For so long as Tract 1 is used for the operation of a car wash, Tract 2 may not be used for the operation of a car wash.
- 5. General Restrictions on the Use of the Tracts.** No part or portion of the Tracts may be leased, rented, occupied, or allowed to be leased, rented or occupied, for use as, or operated for, any of the following:

- a. any unlawful purpose or in any way which would constitute a legal nuisance to an adjoining owner or occupant;
 - b. as a massage parlor excluding licensed, therapeutic massage spa services, such as by way of example only, Massage Envy;
 - c. funeral parlor;
 - d. any use which emits a strong, unusual, offensive or obnoxious odor, fumes, dust or vapors;
 - e. any assembling, manufacturing, distilling, refining, smelting, agricultural or mining operation;
 - f. labor camp, junk yard, recycling facility or stockyard;
 - g. any dumping, disposing, incineration or reduction of garbage (exclusive of garbage compactors located near the rear of any building);
 - h. any dry cleaners performing on-site cleaning services;
 - i. any animal raising facilities (except this provision shall not prohibit pet shops and shall not prohibit the provision of veterinary services in connection with pet shops or pet supplies business, or veterinary hospitals or boarding facilities provided that those facilities do not permit the walking of dogs or other animals outside of areas shielded from view from the common areas of the Tracts);
 - j. any establishment selling or exhibiting paraphernalia for use with illegal drugs, any establishment selling or exhibiting materials or devices which are adjudicated to be pornographic by a court of competent jurisdiction, and any adult bookstore, adult video store or adult movie theater;
 - k. any bar or tavern; provided, however, a bar within a restaurant shall be permitted;
 - l. any gun range or shooting gallery; and
 - m. any use which creates fire, explosives or other hazards
- 6. Plan Approval.** So long as Declarant remains the Owner of a Tract, no construction or material alteration shall be commenced on the other Tract, unless the plans therefor have been approved by the Declarant. Such plans shall include the site layout, building elevations (including building height, materials, and signage details), landscaping plan and signage depictions. So long as Declarant remains the Owner of a Tract, no building may be constructed on Tract 2 which is closer to the right-of-way of Clearlake Road (State Road No 503) than the building constructed on Tract 1 without Declarant's approval. Unless

Declarant has recorded an assignment of its herein described plan approval rights prior to conveying title to a Tract, the provisions of this Paragraph shall automatically become void and of no further effect upon the conveyance by Declarant of the last Tract it owned.

7. **Taxes.** Each Owner agrees to pay or cause to be paid, prior to delinquency, directly to the appropriate taxing authorities all real property taxes and assessments which are levied against all or any part of the Tract owned by it.
8. **Covenant Running with the Land.** This Declaration shall run with the land and shall inure to the reciprocal benefit of, and be binding upon, each Owner and its successors and assigns. This Declaration is also binding upon the lessees or occupants of each Tract, and the customers, employees, agents and invitees of the Owner, lessee or occupant of each Tract (collectively the "Additional Users"). Each Owner shall be liable to the other Owner for violations of this Declaration by the Additional Users of such Owner's Tract and responsible for ensuring compliance with this Declaration by its Additional Users. The Easements shall remain in full force and effect and shall be unaffected by any change in ownership of the Tracts or by any change of use, demolition, reconstruction, expansion or other circumstances.
9. **Indemnification.** The Owners of the Tracts will indemnify, protect, defend and hold the other Owners harmless from and against any loss, damage, liability, cost, or expense (including reasonable attorneys' fees) arising from its use of the Shared Access Easement, including the activities and use by any tenants of such indemnifying party (or invitees of either party or their tenants), except if the loss, damage, liability, cost or expense is caused by the sole act or omission, or negligence, of the indemnitee Owner.
10. **No Dedication to Public Use.** This Declaration is not intended, and shall not be construed, to create any rights in the Tracts for the use of the general public or any other person.
11. **Amendments.** This Declaration may be amended only by a written instrument duly executed by the Owners of the Tracts. The forgoing notwithstanding, amendments of terms affecting less than all of the Tracts need only be executed by the Owners of the Tracts impacted thereby.
12. **Severability.** If any term or provision of this Declaration, or the application thereof to any person or circumstance shall, to any extent, be held to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Declaration, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Declaration shall be valid and enforceable to the fullest extent permitted by law.
13. **Governing Law.** This Declaration shall be governed, construed and enforced in accordance with the laws of the State of Florida.
14. **Enforcement.** The prevailing party in any action concerning this Declaration shall be entitled to recover reasonable attorneys' fees and costs of enforcement.

15. Recording. This Declaration shall be recorded in the appropriate office for the recordation of real estate conveyances in Brevard County, Florida.

16. Binding. All of the obligations created in this Declaration are intended to be and shall be binding upon the successors and assigns of the respective parties, and all rights and benefits contained in this Declaration shall inure to the benefit of the successors and assigns of the parties (including lessees, licensees and invitees).

(Signatures and acknowledgements on following pages)

IN WITNESS WHEREOF, the Parties have caused this Amendment to be duly executed this _____ day of _____, 2024.

Signed and sealed in our presence as witnesses:

MODWASH, LLC, a Delaware limited liability company

Witness #1:

Signature

Print Witness #1 Name

Witness #1 Address:

By: _____

Name: _____

Title: _____

Witness #2:

Signature

Print Witness #2 Name

Witness #2 Address:

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged on the _____ day of _____, 2024 by _____, as _____ of **MODWASH, LLC**, a Florida limited liability company, as said authorized officer on behalf of said limited liability company by means of ☐ physical presence, or ☐ online notarization, and who is:

Personally known by me, OR

Produced _____ as identification.

AFFIX SEAL

Print Name: _____

Notary Public, State of _____

Commission number: _____

Commission expires: _____

Exhibit A

Description and Depiction of Tract 1

SKETCH OF DESCRIPTION

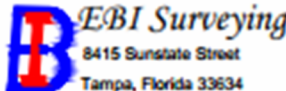
(NOT A BOUNDARY SURVEY)

LEGAL DESCRIPTION:

THAT PART OF LOT 1 CLEARLAKE ISLES SUBDIVISION PLAT, LYING WITHIN SECTION 20, TOWNSHIP 24 SOUTH, RANGE 36 EAST, CITY OF COCOA, FLORIDA, AS RECORDED IN PLAT BOOK 62, PAGE 1, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOW:

BEGINNING AT THE NORTHWEST CORNER OF LOT 1 OF SAID CLEARLAKE ISLES SUBDIVISION PLAT; THENCE N89°40'15"E, ALONG THE NORTH LINE OF LOT 1, A DISTANCE OF 300.00 FEET; THENCE S00°02'24"E, A DISTANCE OF 274.96 FEET; THENCE S89°40'23"W, A DISTANCE OF 95.63 FEET; THENCE 10.04 FEET ALONG AN ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 150.00 FEET AND A CENTRAL ANGLE OF 3°50'03" (CHORD BEARING N88°24'35"W, A DISTANCE OF 10.04 FEET); THENCE N00°12'04"W, A DISTANCE OF 154.49 FEET; THENCE N89°54'53"W, A DISTANCE OF 193.90 FEET, TO THE EAST RIGHT-OF-WAY LINE OF CLEARLAKE ROAD; THENCE N00°02'24"W, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 118.73 FEET, TO THE POINT OF BEGINNING.

CONTAINING 52,295 SQUARE FEET OR 1.201 ACRES, MORE OR LESS.



8415 Sunstate Street
Tampa, Florida 33634

Phone: (813) 886-6080 / Fax: (813) 886-6081

Certificate of Authorization Number: LB-7652

SURVEY REPORT:

1. UNLESS DIGITALLY SIGNED AND SEALED, THIS SKETCH OF DESCRIPTION AND/OR REPORT OR THE COPIES HEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES ARE PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

SHEET NO.

1
OF 2

DATE: 3/6/2025
DRAWN: SDN
CHECKED: TPS
REVISION:
FILE: HU67P1S0DX.dwg

PROJECT NUMBER:
HUTT0067

SKETCH OF DESCRIPTION
SUBJECT PARCEL
PART OF LOT 1
CLEARLAKE ISLES SUBDIVISION
PLAT BOOK 62, PAGE 1
SECTION 20
TOWNSHIP 24 S, RANGE 36E
BREVARD COUNTY, FLORIDA

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION WAS MADE UNDER MY DIRECTION AND MEETS THE STANDARDS OF PRACTICE REQUIREMENTS OF CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE.

Digitally signed
by THOMAS
Serbu
Date: 2025.03.06
12:52:03 -05'00'

THOMAS PATRICK SERBU
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NUMBER LS-4744
EMAIL: thomas@ebisurvey.com
DATE SIGNED: 3/6/25

SKETCH OF DESCRIPTION
(NOT A BOUNDARY SURVEY)

LEGEND

① IDENTIFICATION

LB LICENSED BUSINESS NUMBER

LS LICENSED SURVEYOR

OMB OFFICIAL RECORDS BOOK

② PER PLAT

PSM PROFESSIONAL SURVEYOR

R/W RIGHT-OF-WAY

GRAPHIC SCALE

1 inch = 60 Feet

POINT OF BEGINNING
NORTHWEST CORNER OF
LOT 1 CLEARLAKE ISLES
SUBDIVISION PER PLAT
BOOK 62, PAGE 1

EAST RIGHT-OF-WAY
LINE OF CLEARLAKE
ROAD PER PLAT

CLEARLAKE ROAD (STATE ROAD NO. 583)
(89' PUBLIC R/W PER FDOT MAP SECTION 76554 (150-256))

COLLEGE PINE CONDOMINIUMS
PHASE I
ACCOUNT: 2403229
26-16-28-00-261,3,4

COLLEGE PINE CONDOMINIUMS
PHASE II
ACCOUNT: 2409714
PARCEL ID: 26-16-28-00-261,3,4

SUBJECT PARCEL
1.201 ACRES
(52,295 SQUARE FEET)
MORE OR LESS

N89°40'15"E 300.00'

193.90' N89°54'53"W

154.49' N00°12'04"W

S89°40'23"W 95.63'

N00°02'24"W 118.73'

N00°02'24"W 274.96'

CENTRAL ANGLE: 3°50'03"
CHORD: N88°24'35"W, 10.04'
RADIUS: 150.00'
ARC: 10.04'

REMAINDER OF LOT 1
CLEARLAKE ISLES SUBDIVISION
PLAT BOOK 62, PAGE 1
MODWASH LLC
ACCOUNT: 3812680
PARCEL ID: 26-16-28-25-A1

LOT 2
CLEARLAKE ISLES SUBDIVISION
PLAT BOOK 62, PAGE 1
CLEARLAKE ISLES LP
ACCOUNT: 3812680
PARCEL ID: 26-16-28-25-A2

SHEET NO.
2
OF 2

EBI Surveying
8415 Sunstate Street
Tampa, Florida 33634

Phone: (813) 886-6080 / Fax: (813) 886-6081
Certificate of Authorization Number: LB-7652

NOTICE

THIS SKETCH OF DESCRIPTION IS NOT
VALID WITHOUT THE PRESENCE OF ALL
SHEETS

DATE: 3/6/2025
DRAWN: SDN
CHECKED: TPS
REVISION:
FILE: HU67P1S00X.dwg

SKETCH OF DESCRIPTION
SUBJECT PARCEL
PART OF LOT 1
CLEARLAKE ISLES SUBDIVISION
PLAT BOOK 62, PAGE 1
SECTION 20
TOWNSHIP 24 S, RANGE 36E
DEWEEB COUNTY, FLORIDA

PROJECT NUMBER:
HUTT0067

Exhibit B

Description & Depiction of Tract 2

SKETCH OF DESCRIPTION

(NOT A BOUNDARY SURVEY)

LEGAL DESCRIPTION:

THAT PART OF LOT 1 CLEARLAKE ISLES SUBDIVISION PLAT, LYING WITHIN SECTION 20, TOWNSHIP 24 SOUTH, RANGE 36 EAST, CITY OF COCOA, FLORIDA, AS RECORDED IN PLAT BOOK 62, PAGE 1, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOW:

COMMENCE AT THE NORTHWEST CORNER OF LOT 1 OF SAID CLEARLAKE ISLES SUBDIVISION PLAT; THENCE S00°02'24"E, ALONG THE EAST RIGHT-OF-WAY LINE OF CLEARLAKE ROAD, A DISTANCE OF 118.73 FEET, TO THE POINT OF BEGINNING; THENCE S89°54'53"E, LEAVING SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 193.90 FEET; THENCE S00°12'04"E, A DISTANCE OF 154.49 FEET; THENCE 71.42 FEET ALONG AN ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 150.00 FEET AND A CENTRAL ANGLE OF 27°16'56" (CHORD BEARING N72°51'05"W, A DISTANCE OF 70.75 FEET); THENCE 75.33 FEET ALONG AN ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 140.00 FEET AND A CENTRAL ANGLE OF 30°49'46" (CHORD BEARING N74°37'31"W, A DISTANCE OF 74.43 FEET); THENCE S89°57'36"W, A DISTANCE OF 55.00 FEET, TO THE EAST RIGHT OF WAY LINE OF CLEARLAKE ROAD; THENCE N00°02'24"W, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 114.22 FEET, TO THE POINT OF BEGINNING.

CONTAINING 24,825 SQUARE FEET OR 0.570 ACRES, MORE OR LESS.



8415 Sunstate Street
Tampa, Florida 33634

Phone: (813) 886-6080 / Fax: (813) 886-6081
Certificate of Authorization Number: LB-7652

SURVEY REPORT:
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SHEET NO.

1
OF 2

DATE: 3/4/2025
DRAWN: SDN
CHECKED: TPS
REVISION:
FILE: HU67P2SODX.dwg

PROJECT NUMBER:
HUTT0067

SKETCH OF DESCRIPTION
SUBJECT PARCEL
PART OF LOT 1
CLEARLAKE ISLES SUBDIVISION
PLAT BOOK 62, PAGE 1
SECTION 20
TOWNSHIP 24 S, RANGE 36 E
BREVARD COUNTY, FLORIDA

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION WAS MADE UNDER MY DIRECTION AND MEETS THE STANDARDS OF PRACTICE REQUIREMENTS OF CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE.

THOMAS Serbu
Digitally signed by THOMAS Serbu
Date: 2025.03.06 12:44:14 -05'00'

THOMAS PATRICK SERBU
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NUMBER LS-4744
EMAIL: thomas@ebisurvey.com
DATE SIGNED: 3/6/25

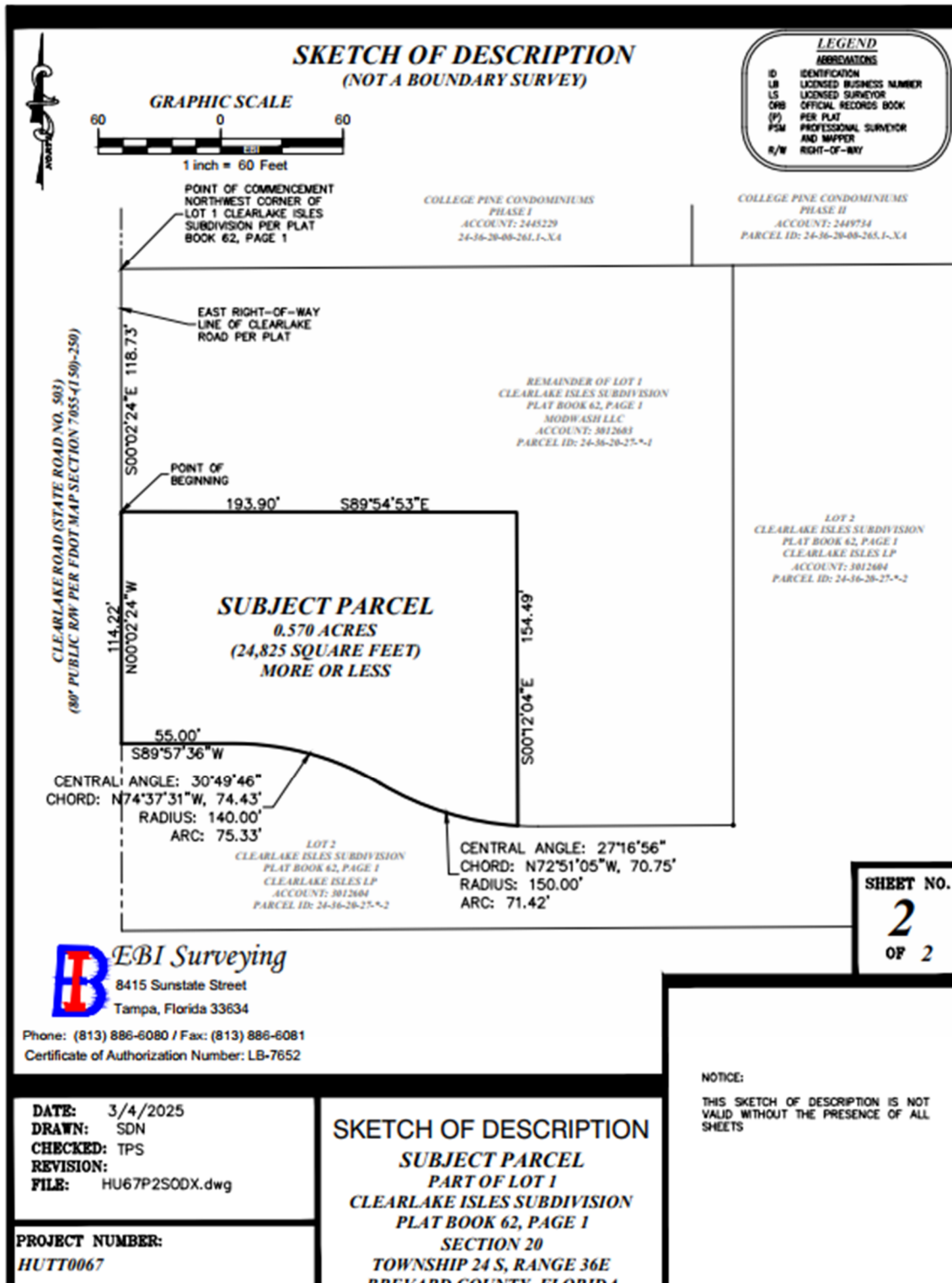


Exhibit C

Description & Depiction of Access Easement Area

SKETCH OF DESCRIPTION

(NOT A BOUNDARY SURVEY)

LEGAL DESCRIPTION:

THAT PART OF LOT 1, CLEARLAKE ISLES SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 62, PAGE 1, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE S00°02'24"E, ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 118.73 FEET; THENCE S89°54'53"E, A DISTANCE OF 193.90 FEET; THENCE S00°12'04"E, A DISTANCE OF 74.58 FEET TO THE POINT OF BEGINNING; THENCE S89°54'53"E, A DISTANCE OF 24.77 FEET; THENCE 64.91 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 36.62 FEET AND CENTRAL ANGLE OF 101°32'46" (CHORD BEARING S27°13'09"E, A DISTANCE OF 56.74 FEET); THENCE 32.48 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 24.73 FEET AND CENTRAL ANGLE OF 75°14'06" (CHORD BEARING S13°02'41"E, A DISTANCE OF 30.19 FEET) TO THE SOUTH LINE OF SAID LOT 1; THENCE, ALONG SAID SOUTH LINE, THE FOLLOWING TWO COURSES: (1) S89°40'23"W, A DISTANCE OF 47.23 FEET; (2) 1.54 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 150.00 FEET AND CENTRAL ANGLE OF 00°35'16" (CHORD BEARING S89°58'01"W, A DISTANCE OF 1.54 FEET); THENCE 22.35 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 24.32 FEET AND CENTRAL ANGLE OF 52°39'43" (CHORD BEARING N26°22'15"E, A DISTANCE OF 21.57 FEET); THENCE N00°02'45"E, A DISTANCE OF 19.68 FEET; THENCE 21.47 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 14.33 FEET AND CENTRAL ANGLE OF 85°51'28" (CHORD BEARING N42°52'10"W, A DISTANCE OF 19.52 FEET); THENCE N89°54'53"W, A DISTANCE OF 5.00 FEET; THENCE N00°12'04"W, A DISTANCE OF 26.86 FEET, TO THE POINT OF BEGINNING.

CONTAINING 3,051 SQUARE FEET OR 0.070 ACRES, MORE OR LESS.



8415 Sunstate Street
Tampa, Florida 33634

Phone: (813) 886-6080 / Fax: (813) 886-6081
Certificate of Authorization Number: LB-7652

SURVEY REPORT:
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SHEET NO.

1
OF 2

DATE: 8/8/2025
DRAWN: SDN
CHECKED: TPS
REVISION:
FILE: HU67SAESODX.dwg

SKETCH OF DESCRIPTION
ACCESS EASEMENT
PART OF LOT 1
CLEARLAKE ISLES SUBDIVISION
BREVARD COUNTY, FLORIDA

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION WAS MADE UNDER MY DIRECTION AND MEETS THE STANDARDS OF PRACTICE REQUIREMENTS OF CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE.

THOMAS Serbu Digitally signed by
THOMAS Serbu
Date: 2025.08.08
10:08:29 -04'00'

THOMAS PATRICK SERBU
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NUMBER LS-4744
EMAIL: thomas@ebisurvey.com
DATE SIGNED: 8/8/25

PROJECT NUMBER:
HUTT0067

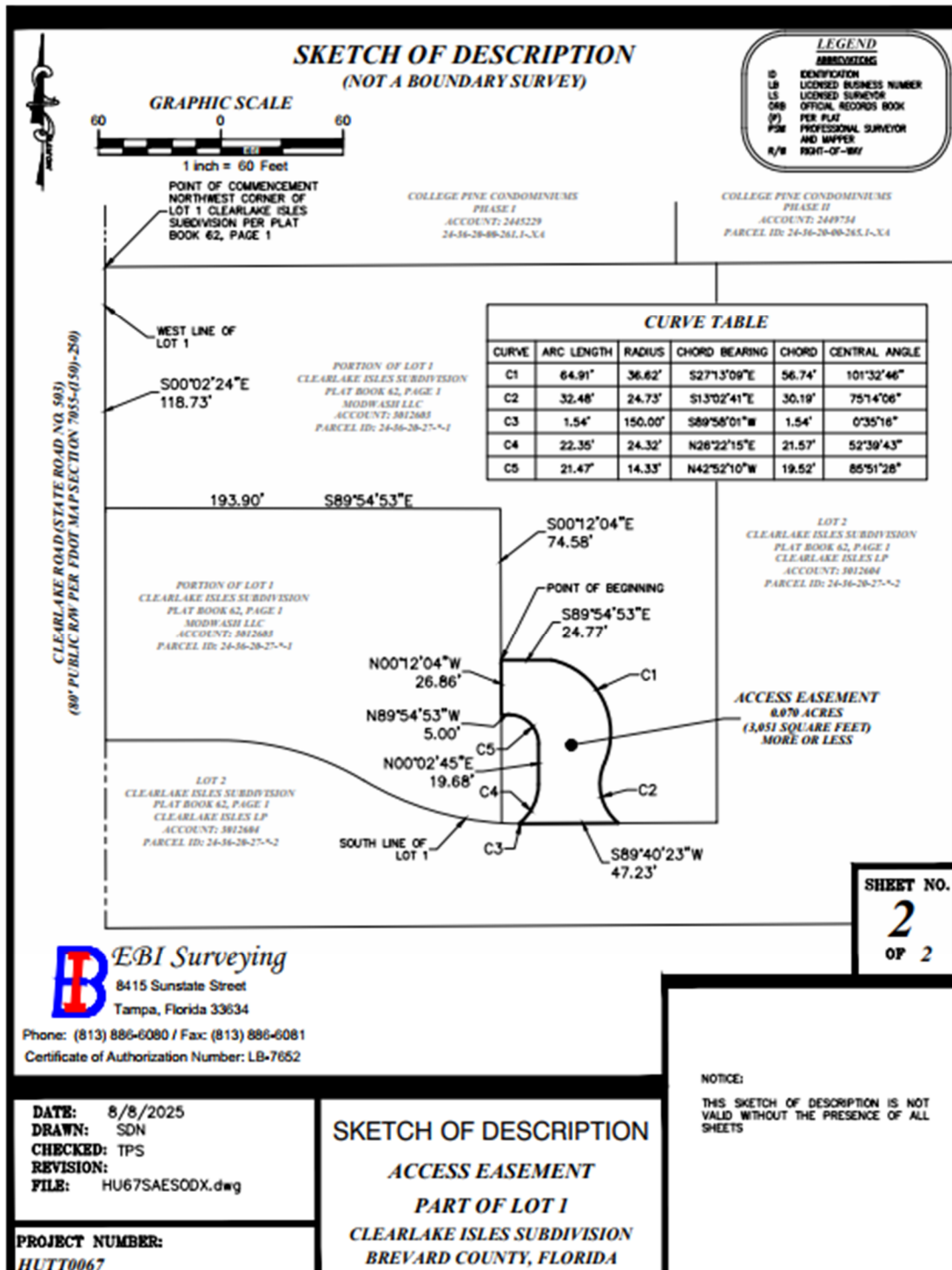


Exhibit D

Description & Depiction of Stormwater Easement Area

SKETCH OF DESCRIPTION (NOT A BOUNDARY SURVEY)		
LEGAL DESCRIPTION:		
THAT PART OF LOT 1, CLEARLAKE ISLES SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 62, PAGE 1, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:		
COMMENCE AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE S00°02'24"E, ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 118.73 FEET; THENCE S89°54'53"E, A DISTANCE OF 193.90 FEET; THENCE S00°12'04"E, A DISTANCE OF 87.44 FEET TO THE POINT OF BEGINNING; THENCE N89°47'56"E, A DISTANCE OF 38.57 FEET; THENCE S00°15'06"E, A DISTANCE OF 32.29 FEET; THENCE S01°05'26"W, A DISTANCE OF 35.02 FEET TO THE SOUTH LINE OF SAID LOT 1; THENCE S89°40'23"W, ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 10.00 FEET; THENCE N01°05'26"E, A DISTANCE OF 35.15 FEET; THENCE N00°15'06"W, A DISTANCE OF 22.18 FEET; THENCE S89°47'56"W, A DISTANCE OF 28.57 FEET; THENCE N00°12'04"E, A DISTANCE OF 10.00 FEET, TO THE POINT OF BEGINNING.		
CONTAINING 959 SQUARE FEET OR 0.022 ACRES, MORE OR LESS.		
EBI Surveying 8415 Sunstate Street Tampa, Florida 33634 Phone: (813) 886-6080 / Fax: (813) 886-6081 Certificate of Authorization Number: LB-7652 SURVEY REPORT: 1. UNLESS DIGITALLY SIGNED AND SEALED, THIS SKETCH OF DESCRIPTION AND/OR REPORT OR THE COPIES HEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES ARE PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.		
DATE: 9/16/2025 DRAWN: SDN CHECKED: TPS REVISION: FILE: HU67STORMWESODX.dwg	SKETCH OF DESCRIPTION STORM WATER EASEMENT PART OF LOT 1 CLEARLAKE ISLES SUBDIVISION BREVARD COUNTY, FLORIDA	SHEET NO. 1 OF 2 I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION WAS MADE UNDER MY DIRECTION AND MEETS THE STANDARDS OF PRACTICE REQUIREMENTS OF CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE. THOMAS S Serbu Digitally signed by THOMAS Serbu Date: 2025.09.17 08:51:25 -04'00' THOMAS PATRICK SERBU PROFESSIONAL SURVEYOR AND MAPPER FLORIDA REGISTRATION NUMBER LS-4744 EMAIL: thomas@ebisurvey.com DATE SIGNED: 9/17/25
PROJECT NUMBER: HUTT0067		

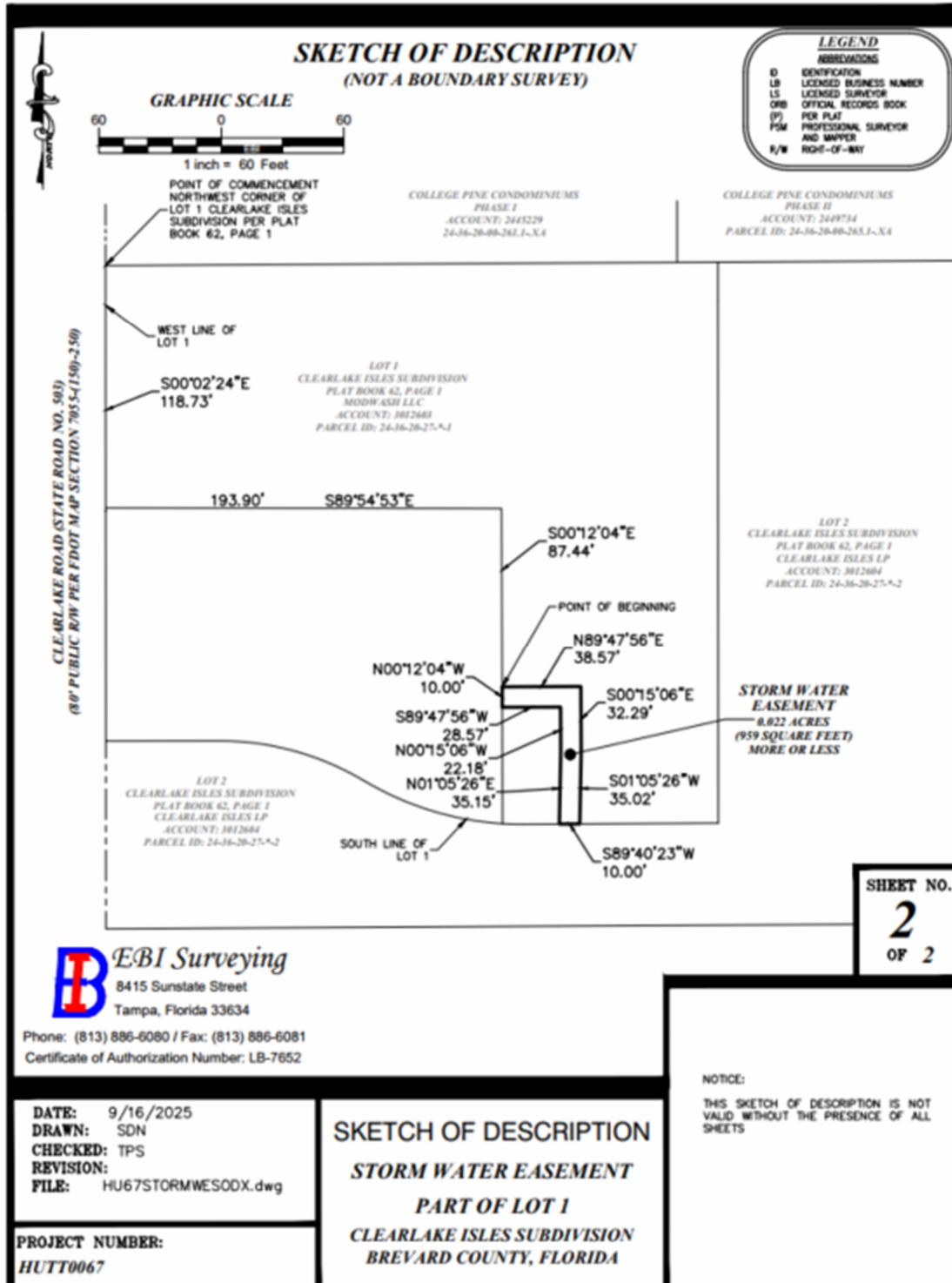


Exhibit E

Description & Depiction of Utility Easement Area

SKETCH OF DESCRIPTION

(NOT A BOUNDARY SURVEY)

LEGAL DESCRIPTION:

THAT PART OF LOT 1, CLEARLAKE ISLES SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 62, PAGE 1, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE S00°02'24"E, ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 118.73 FEET; THENCE S89°54'53"E, A DISTANCE OF 193.90 FEET; THENCE S00°12'04"E, A DISTANCE OF 140.90 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUE S00°12'04"E, A DISTANCE OF 13.59 FEET, TO THE SOUTH LINE OF SAID LOT 1; THENCE ALONG SAID SOUTH LINE OF SAID LOT 1 68.17 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 150.00 FEET AND CENTRAL ANGLE OF 26°02'16" (CHORD BEARING N73°28'25"W, A DISTANCE OF 67.58 FEET); THENCE N86°58'51"E, LEAVING SAID SOUTH LINE OF LOT 1, A DISTANCE OF 14.03 FEET; THENCE 7.15 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 15.00 FEET AND CENTRAL ANGLE OF 27°18'06" (CHORD BEARING S79°22'06"E, A DISTANCE OF 7.08 FEET); THENCE 29.27 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 123.00 FEET AND CENTRAL ANGLE OF 13°37'58" (CHORD BEARING S72°32'01"E, A DISTANCE OF 29.20 FEET); THENCE N76°56'27"E, A DISTANCE OF 16.34 FEET, TO THE POINT OF BEGINNING.

CONTAINING 530 SQUARE FEET OR 0.012 ACRES, MORE OR LESS.

EBI Surveying
8415 Sunstate Street
Tampa, Florida 33634

Phone: (813) 886-6080 / Fax: (813) 886-6081
Certificate of Authorization Number: LB-7652

SURVEY REPORT:
1. UNLESS DIGITALLY SIGNED AND SEALED, THIS SKETCH OF DESCRIPTION AND/OR REPORT OR THE COPIES HEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES ARE PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

SHEET NO.

1
OF 2

DATE: 9/16/2025
DRAWN: SDN
CHECKED: TPS
REVISION:
FILE: HU67UTILITYESODX.dwg

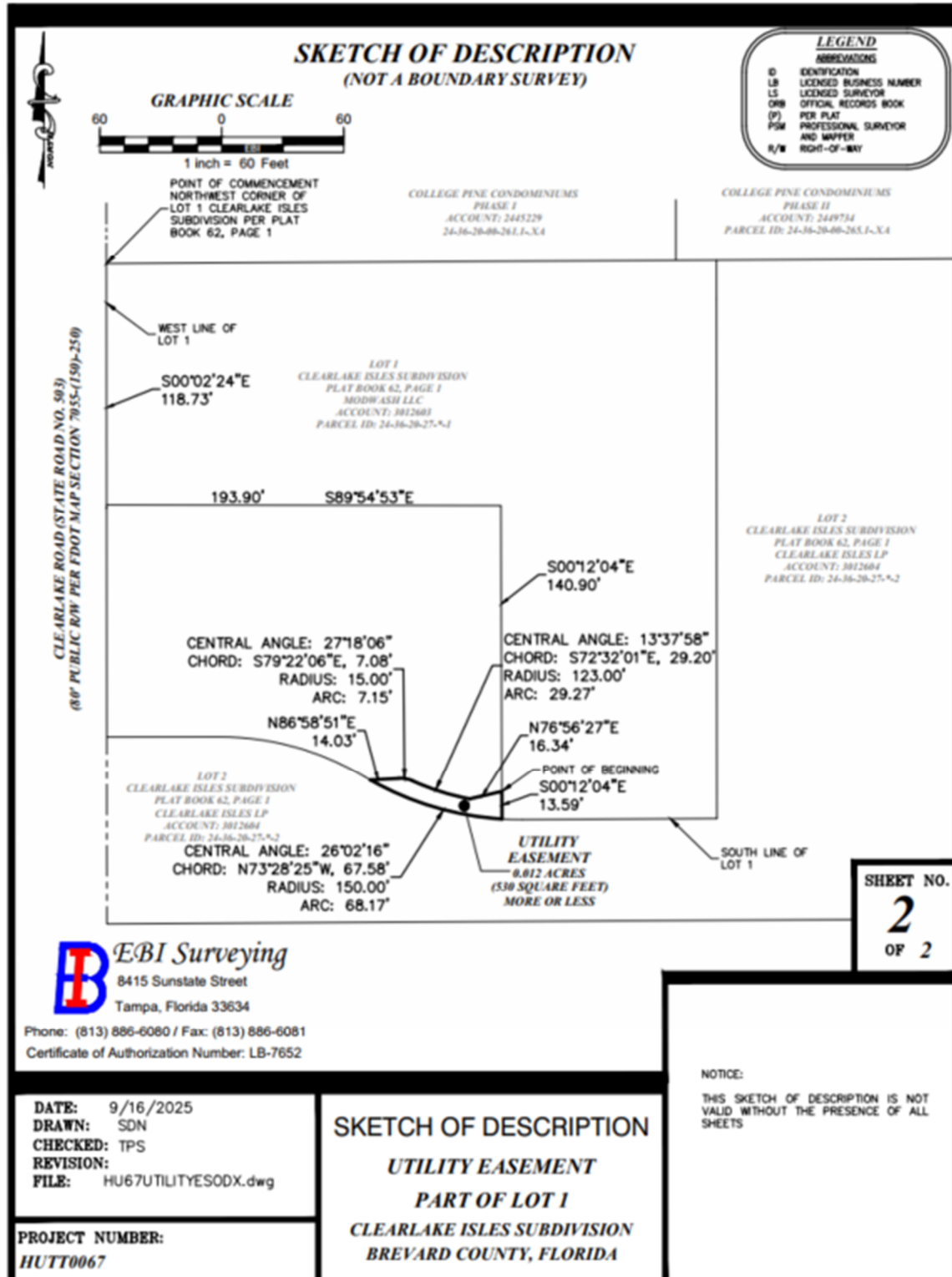
PROJECT NUMBER:
HUTT0067

SKETCH OF DESCRIPTION
UTILITY EASEMENT
PART OF LOT 1
CLEARLAKE ISLES SUBDIVISION
BREVARD COUNTY, FLORIDA

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION WAS MADE UNDER MY DIRECTION AND MEETS THE STANDARDS OF PRACTICE REQUIREMENTS OF CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE.

THOMAS S Serbu
Digitally signed by THOMAS Serbu
Date: 2025.09.17 08:56:29 -04'00'

THOMAS PATRICK SERBU
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NUMBER LS-4744
EMAIL: thomas@ebisurvey.com
DATE SIGNED: 9/17/25



CITY OF COCOA

NOTICE OF PUBLIC HEARING

**NOTICE IS HEREBY GIVEN THAT
THE COCOA CITY COUNCIL
PROPOSES TO CONSIDER THE FOLLOWING:**

25-01100005 MODWASH LOT SPLIT | RESOLUTION 2025-077

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; PROVIDING FOR THE DIVISION OF ONE ORIGINALLY PLATTED LOT OWNED BY MODWASH LLC, GENERALLY LOCATED SOUTHEAST OF THE INTERSECTION OF UNIVERSITY LANE AND CLEARLAKE ROAD AND HAVING AN ADDRESS OF 1540 CLEARLAKE ROAD, COCOA, FLORIDA 32922 INTO TWO (2) RESULTING LOTS OF RECORD; PROVIDING FOR REPEAL OF PRIOR INCONSISTENT RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

FOR PARCEL ID NUMBER: 24-36-20-27-*-1

CITY COUNCIL PUBLIC HEARING WILL BE HELD ON

October 28, 2025

**HEARING WILL TAKE PLACE AT 6:00 P.M. OR SOON THEREAFTER IN THE
COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT**

65 STONE STREET, COCOA, FL

General Notice Information:

This is a public meeting. Interested parties are hereby advised that they may appear at said meeting and be heard. The facility wherein this public meeting will be held is accessible to the physically handicapped. In accordance with the Americans With Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk, Monica Arsenault, at least 48 hours prior to the meeting by telephone at (321) 433-8484 or via email at marsenault@cocoafll.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.cocoaf1.gov/291/20338/City-Meetings>

Interested persons may submit their written comments or questions prior to the meeting through Email at cityclerk@cocoaf1.gov.

Viewing In Real Time. Interested persons may view and listen to the hearings live at the following internet address: <https://www.cocoaf1.gov/291/20338/City-Meetings> The City is not responsible for technical difficulties that may occur while viewing or listening online.

CITY COUNCIL AGENDA ITEM

Memo Date: October 16, 2025
Agenda Date: October 28, 2025
File ID: 2025-991
Prepared By: Breanna Earley, Assistant City Clerk
Through: Stockton Whitten, City Manager
Requested Action: Consider the Reappointment of Todd Anderson and Aleck Greenwood to the Planning and Zoning Board through November 2028.

BACKGROUND:

Mr. Todd Anderson, who is currently fulfilling one of the three non-resident seats on the Planning and Zoning Board, is set to expire on November 30, 2025. He has served on the Planning and Zoning Board since June 2013, where he served as an alternate member. He became a regular member in January 2014. He currently serves as Vice Chair. Mr. Anderson has indicated an interest in being reappointed for a three-year term. He currently meets all requirements for serving on a City Board.

Mr Aleck Greenwood, who is currently on the Planning and Zoning Board, is set to expire on November 30, 2025. He has served on the Planning and Zoning Board since April 2016. Mr. Greenwood has indicated an interest in being reappointed for a three-year term. He currently meets all requirements for serving on a City Board.

This vacancy was posted to the public in accordance with the City's policy regarding Board appointments and vacancies.

PRIORITY AREA CONNECTION:

Community Outreach and Engagement

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:



Office of the City Clerk
65 Stone Street | Cocoa, FL 32922
Phone: (321) 433-8488 | Fax: (321) 433-8455

October 15, 2025

Mr. Aleck Greenwood
PO Box 1077
Cocoa, FL 32933

Dear Mr. Greenwood:

Your term of office on the Planning and Zoning board will expire on November 30, 2025. I plan to place this item on the October 28, 2025, City Council meeting agenda.

Please indicate on the attached reappointment form whether you would like to serve again for another three-year term. If you do seek reappointment, I would appreciate it if you could complete the enclosed form and return it to me.

Thank you for your attention to this matter. If you have any questions, please contact me.

Sincerely,

Breanna Earley
Assistant City Clerk

Enclosures: as stated

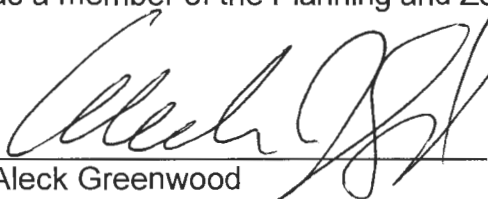
In response to inquiry by the Office of the City Clerk, I, Aleck Greenwood

X

seek reappointment

_____ do not seek reappointment

as a member of the Planning and Zoning board for a three-year term. Sincerely,


Aleck Greenwood

Additional Comments:

Return to: Office of the City Clerk
 City of Cocoa
 65 Stone Street
 Cocoa, FL 32922



Office of the City Clerk
65 Stone Street | Cocoa, FL 32922
Phone: (321) 433-8488 | Fax: (321) 433-8455

October 15, 2025

Mr. Todd Anderson
6570 Pleasant Ave
Cocoa, FL 32927

Dear Mr. Anderson:

Your term of office on the Planning and Zoning board will expire on November 30, 2025. I plan to place this item on the October 28, 2025, City Council meeting agenda.

Please indicate on the attached reappointment form whether you would like to serve again for another three-year term. If you do seek reappointment, I would appreciate it if you could complete the enclosed form and return it to me.

Thank you for your attention to this matter. If you have any questions, please contact me.

Sincerely,

Breanna Earley
Assistant City Clerk

Enclosures: as stated

In response to inquiry by the Office of the City Clerk, I, Todd Anderson

☒ seek reappointment

☐ do not seek reappointment

as a member of the Planning and Zoning board for a three-year term. Sincerely,


Todd Anderson

Additional Comments:

Return to: Office of the City Clerk
 City of Cocoa
 65 Stone Street
 Cocoa, FL 32922

CITY COUNCIL AGENDA ITEM

Memo Date: February 13, 2025
Agenda Date: October 28, 2025
File ID: 2025-152
Prepared By: Breanna Earley, Assistant City Clerk
Through: Monica Arsenault, City Clerk
Requested Action: Consider the appointment of Susan Milhoan or Rex Philpot to fill one Alternate Member Vacancy on the Planning and Zoning Board.

BACKGROUND:

Ms. Susan Milhoan works as a contractor in Cocoa. She would like to use her experience to make a difference. Ms. Milhoan is dedicated to supporting growth and ensuring the City of Cocoa continues to thrive.

Mr. Rex Philpot is a neuroscientist and former university professor. He has spent over twenty years analyzing how environments, systems, and policies affect human behavior and well-being. Mr. Philpot would like to bring his experience home to the City of Cocoa.

The Planning and Zoning Board currently has one Alternate member vacancy.

The City's board vacancies have been properly advertised per its Board Vacancies policy.

A current board roster is also attached for Council's review.

PRIORITY AREA CONNECTION:

Community Outreach and Engagement

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Application for Board/Committee Membership

10/06/2025 1:04 PM (EDT)

Application for Board/Committee Membership

City Code requires prospective and existing board members to fill out an application, consent to a standard criminal background check , be duly registered to vote in Brevard County, and be a resident or an owner of real property in the City of Cocoa. City Code also prohibits a person from serving on a City Board or Committee if that person has been convicted of a felony, unless their civil rights have been restored.

Application Date	10/06/2025
First Name	Rex
Last Name	Philpot
Street Address	846 Florida Ave
City	Cocoa
State	FL
Zip Code	32922
Cocoa City Council District that you live in:	District 1
Primary Phone Number	813-390-2031
Place of Business	None
Title/Position Held	Former Associate Professor Morsani College of Medicine University of South Florida
Email Address	rex.philpot.phd@gmail.com
Board or Commission of first choice:	Sustainability Advisory Board
Board or Commission of second choice:	Planning & Zoning Board
Board or Commission of third choice:	Police Community Relations Advisory Board

Planning & Zoning Board

Term: 3 years.
Members: 9 members; 2 alternate members.
Duties: To act in an advisory capacity to the City Council relating to zoning and land use matters.
Meetings: First Wednesday of every month at 6:00 pm in the City Council Chambers.

All meetings are subject to change in dates and/or may be canceled with the approval of the City Manager (with the exception of the regular Council meetings), dependent upon whether there are items or cases to be considered. Other meetings of boards not listed above are held on an infrequent basis to which there is no standard or specified monthly date. (Please refer to the preceding "Description of Boards and Committees".) The three pension boards generally

meet quarterly, and meetings may be held more often, depending on necessity. The Drug Related Public Nuisance Board holds meetings coinciding with the Code Enforcement Board; however, it meets infrequently on an as needed basis.

Police Community Relations Advisory Board

Term: Same term as Councilmember appointing the member. Members appointed at-large and the Coastal Florida PBA term will be 4 years.

Members: 7 members.

Duties: Provide feedback on issues and concerns to the community so as to develop, promote and enhance, in a positive and productive way, the public's trust and confidence in the City's Police Department. The Committee shall be devoted to facilitating the flow of ideas relative to police services for the continued betterment of the quality of life of the citizens, residents, businesses and visitors of Cocoa.

Meetings: Every Other Month on the Fourth Thursday at 6:00 p.m. in the City Council Chambers.

All meetings are subject to change in dates and/or may be canceled with the approval of the City Manager (with the exception of the regular Council meetings), dependent upon whether there are items or cases to be considered. Other meetings of boards not listed above are held on an infrequent basis to which there is no standard or specified monthly date. (Please refer to the preceding "Description of Boards and Committees".) The three pension boards generally meet quarterly, and meetings may be held more often, depending on necessity. The Drug Related Public Nuisance Board holds meetings coinciding with the Code Enforcement Board; however, it meets infrequently on an as needed basis.

Sustainability Advisory Board

Term: 3 years.

Members: 7 members, each appointed by a City Council member (5); and (2) are appointed by the City Manager.

Duties: To review, analyze, make findings of facts, and make recommendations as to those matters and issues related to the water, sewer, garbage, telephone, television cable and electrical utilities of the City of Cocoa as may be requested from time to time by the City Council or City Manager. The Utilities Advisory Board shall serve as an advisory board to the City Council.

Meetings: Monthly on the 1st Thursday of the month at 6 pm.

Have you been a City of Cocoa resident for at least 6 months?	Yes
Do you own property or a business in Cocoa?	Yes
Please list address(s)	846 Florida Ave Cocoa FL 32922
Are you registered to vote in Brevard County, Florida?	Yes
Have you ever been convicted or found guilty, regardless of adjudication, of a felony in any jurisdiction?	No
Do you consent to a standard criminal background check?	Yes
Do you currently serve on any other City of Cocoa Board?	No
Are you related to a City of Cocoa Councilmember by blood, Adoption or marriage?	No
Potential Conflict of Interest: Have you ever been engaged in the management of any business enterprise that has a financial interest with the City of Cocoa?	No

Briefly state your interest in serving on a City board or I am eager to serve on a City of Cocoa board because I believe evidence-based decision making, transparency, and community engagement are the foundation of

committee. Please include information relating to prior service on any governmental board or committee, and any specialized skills or training you feel will help you to qualify for membership on the desired City board or committee.

effective local governance. As a neuroscientist and former university professor, I have spent over twenty years analyzing how environments, systems, and policies affect human behavior and well-being.

My experience directing federally funded research programs, managing multidisciplinary teams, and mentoring future professionals has given me deep insight into data analysis, ethical oversight, and public accountability. While I have not previously served on a government board, I have led institutional committees in research compliance, academic policy, and student success initiatives that required consensus-building, fairness, and policy interpretation.

I now hope to bring that experience home to Cocoa—whether through advancing sustainability initiatives, contributing analytical rigor to zoning decisions, or fostering stronger relationships between residents and police. My training in behavioral science and systems analysis will support thoughtful, transparent decisions that enhance the quality of life for our entire community.

Upload Resume (optional)

 Rex Montgomery Philpot Resume 2025.pdf

Race

- Caucasian

Gender

Male

Applicant Certification

By filling this application with the City of Cocoa, I do hereby acknowledge the following:

- This application, when completed and filed with the Office of the City Clerk, is a public record under Chapter 119, Florida Statutes, and is open to public inspection.
- I am responsible for keeping the information on this form current and provide any changes or updates to the Office of the City Clerk.
- I consent to filing a Statement of Financial Interests (Form 1) required if required for the board in which I am appointed to.
- If appointed to a board/committee, I acknowledge that this is my obligation and duty to comply with the following: Code of Ethics for Public Offices (Florida Statutes, Chapter 112, Part III) Florida Sunshine Law (Florida Statutes, Chapter 286)

<http://www.flsenate.gov/Statutes>

Applicant Signature



Signature Date

10/06/2025

Application for Board/Committee Membership

09/03/2025 5:20 PM (EDT)

Application for Board/Committee Membership

City Code requires prospective and existing board members to fill out an application, consent to a standard criminal background check , be duly registered to vote in Brevard County, and be a resident or an owner of real property in the City of Cocoa. City Code also prohibits a person from serving on a City Board or Committee if that person has been convicted of a felony, unless their civil rights have been restored.

Application Date	09/03/2025
First Name	Susan
Last Name	Milhoan
Street Address	213 Berkshire Drive
City	Cocoa
State	FL
Zip Code	32922
Cocoa City Council District that you live in:	District 2
Primary Phone Number	7573748121
Alternate Phone Number	17573748121
Place of Business	213 Berkshire Dr.
Title/Position Held	self employed
Email Address	smilhoan@gmail.com
Board or Commission of first choice:	Planning & Zoning Board
Board or Commission of second choice:	Sustainability Advisory Board
Board or Commission of third choice:	Housing Authority

Housing Authority

Term: 4 years.
Members: 5 members.
Duties: Within its area of operation, to prepare, carry out, acquire, lease, and operate housing projects; to provide for the construction, reconstruction, improvement, alteration, or repair of any housing project or any part thereof; To lease or rent any dwellings, houses, accommodations, lands, buildings, structures, or facilities embraced in any housing project (subject to limitations); To investigate into living, dwelling, and housing conditions and into the means and methods of improving such conditions; To determine where slum areas exist or where there is a shortage of decent, safe, and sanitary dwelling accommodations for persons of low income; To make studies and recommendations

relating to the problem of clearing, re-planning, and reconstruction of slum areas and the problem of providing dwelling accommodations for persons of low income.

Meetings: Third Tuesday of each month at 6:00 pm at 868 Stone Street.

All meetings are subject to change in dates and/or may be canceled with the approval of the City Manager (with the exception of the regular Council meetings), dependent upon whether there are items or cases to be considered. Other meetings of boards not listed above are held on an infrequent basis to which there is no standard or specified monthly date. (Please refer to the preceding "Description of Boards and Committees".) The three pension boards generally meet quarterly, and meetings may be held more often, depending on necessity. The Drug Related Public Nuisance Board holds meetings coinciding with the Code Enforcement Board; however, it meets infrequently on an as needed basis.

Planning & Zoning Board

Term: 3 years.

Members: 9 members; 2 alternate members.

Duties: To act in an advisory capacity to the City Council relating to zoning and land use matters.

Meetings: First Wednesday of every month at 6:00 pm in the City Council Chambers.

All meetings are subject to change in dates and/or may be canceled with the approval of the City Manager (with the exception of the regular Council meetings), dependent upon whether there are items or cases to be considered. Other meetings of boards not listed above are held on an infrequent basis to which there is no standard or specified monthly date. (Please refer to the preceding "Description of Boards and Committees".) The three pension boards generally meet quarterly, and meetings may be held more often, depending on necessity. The Drug Related Public Nuisance Board holds meetings coinciding with the Code Enforcement Board; however, it meets infrequently on an as needed basis.

Sustainability Advisory Board

Term: 3 years.

Members: 7 members, each appointed by a City Council member (5); and (2) are appointed by the City Manager.

Duties: To review, analyze, make findings of facts, and make recommendations as to those matters and issues related to the water, sewer, garbage, telephone, television cable and electrical utilities of the City of Cocoa as may be requested from time to time by the City Council or City Manager. The Utilities Advisory Board shall serve as an advisory board to the City Council.

Meetings: Monthly on the 1st Thursday of the month at 6 pm.

Have you been a City of Cocoa resident for at least 6 months?	Yes
Do you own property or a business in Cocoa?	Yes
Please list address(s)	213 Berkshire Dr.
Are you registered to vote in Brevard County, Florida?	Yes
Have you ever been convicted or found guilty, regardless of adjudication, of a felony in any jurisdiction?	No
Do you consent to a standard criminal background check?	Yes
Do you currently serve on any other City of Cocoa Board?	No
Are you related to a City of Cocoa Councilmember by blood, Adoption or marriage?	No
Potential Conflict of Interest: Have you ever been engaged in the management of any business enterprise that has a financial interest	No

Briefly state your interest in serving on a City board or committee. Please include information relating to prior service on any governmental board or committee, and any specialized skills or training you feel will help you to qualify for membership on the desired City board or committee.

I have been fortunate to serve and strengthen the communities where I've lived, and I'm eager to bring that same commitment by participating in the life of Cocoa. My work as a contractor allows me the flexibility to dedicate time and energy to civic engagement. I want to put my skills and experience to use in a way that makes a tangible difference—helping guide decisions, supporting growth, and ensuring our community thrives.

Upload Resume (optional)

 Susan Milhoan Resume 2025.docx

Race

• Caucasian

Gender

Female

Applicant Certification

By filling this application with the City of Cocoa, I do hereby acknowledge the following:

- If appointed to a board/committee, I acknowledge that this is my obligation and duty to comply with the following: Code of Ethics for Public Offices (Florida Statutes, Chapter 112, Part III) Florida Sunshine Law (Florida Statutes, Chapter 286)
- I consent to filing a Statement of Financial Interests (Form 1) required if required for the board in which I am appointed to.
- I am responsible for keeping the information on this form current and provide any changes or updates to the Office of the City Clerk.
- This application, when completed and filed with the Office of the City Clerk, is a public record under Chapter 119, Florida Statutes, and is open to public inspection.

<http://www.flsenate.gov/Statutes>

Applicant Signature



Signature Date

09/03/2025

Planning & Zoning Board Meets First Wednesday Every Month @ 6pm Expirations in November				
MEMBER	ADDRESS	PHONE	APPOINTED	EXPIRES
Tamisha Findlay	315 Stone St. Cocoa, FL 32922 tamishafindlay@gmail.com	321-412-2948	09/24 Appointed	2027
Wesley Park Fulfilling Al Washington's term	1112 Abington St., Cocoa, FL 32922 Wesley.n.park@gmail.com	321-298-4943	01/23 Appointed	2026
Katherine Stewart	5261 Talbot Blvd. Cocoa, FL 32926 Katherineann_s@yahoo.com	267-226-2284	11/24 Appointed	2027
Ron Chabot	2114 Clairemont Dr. Cocoa, FL 32922 Ron982@msn.com	321-403-3861	01/23 Appointed	2027
Russell Sengel	5683 Saratoga Ln. Cocoa, FL 32926 rsengel@cfl.rr.com	321-863-3704	03/25 filled Burgess seat	2027
Aleck Greenwood	PO Box 1077 Cocoa, FL 32923 Agreenwood2@cfl.rr.com	321-917-3770	12/22 Reappointed 08/2022 Appointed as Regular member (fulfilling term of J. Blanco) 01/2019 Appointed	2025
Marcus Wheeler	709 Ixora Ave. Cocoa, FL 32922 lushorn@gmail.com	321-271-9871	01/23 Appointed	2026
Victoria Jones	3070 Cirrus Drive Cocoa, FL 32926 vickeymitch@gmail.com	321-795-9849	11/24 Appointed	2027
Todd Anderson (1/3 non-resident)	6570 Pleasant Ave., Cocoa, FL 32927 toddpanderson@yahoo.com	403-7595 (cell)	01/23 Reappointed 02/2020 Appointed 11/16 Reappointed 1/28/14 appointed (to fill vacancy left	2025

			by Stephenson)	
1 st Alternate Keith Wall	201 Westchester Dr., Cocoa, FL 32926	321-456-6208 Keithwall97531@gmail.com	03/2025 Appointed	No expiration
2 nd Alternate Joseph Bachand VACANCY RESIGNED	959 N. Cocoa Blvd. Cocoa, FL 32922 jbachand@bachandpa.com	321-634-5256	11/24 Appointed	No expiration
LIAISON	Councilmember Hearn	474-1189	Updated 07/2024	
Counsel: Anthony Garganese/Kristin Eick	PO Box 2873, Orlando, FL 32802-2873	866-425-9566 407-472-0178 (Kristin Eick)		
RECORDING SECRETARY	Lori Chabot	433-8491		

CITY COUNCIL AGENDA ITEM

Memo Date: October 16, 2025
Agenda Date: October 28, 2025
File ID: 2025-990
Prepared By: Samantha Senger, Communications & Economic Development Director
Through: Stockton Whitten, City Manager
Requested Action: City Council approval of the 2026 Legislative Priorities and State Appropriations Requests.

BACKGROUND:

Staff has prepared and submitted the following legislative priorities and state appropriations requests based on community feedback and discussion with City Council.

Legislative Priorities:

Support for Federal Grant Funding for Cocoa's Multi-modal Station

The City of Cocoa has earmarked \$5 million and has secured \$22.5 million from community and Federal partners to design and build a multi-modal passenger rail station in the city that will be a transformational project for the Space Coast region. The City of Cocoa is applying for the new Federal-State Partnership for Intercity Passenger Rail Program to help fund the remaining cost of construction for the station. Securing these funds will help this region see nearly \$3 billion in economic impact from tourism and business travel, new development, and new jobs.

Additional State Funding for SHIP Program Affordable Housing Initiatives

Each year the City of Cocoa receives one of the lowest allocations of SHIP funding in the state of Florida. The funds received are used to help low-income families with home rehabilitation. Currently there are over 25 families on the wait list for this program and with the current allocation, the City is only able to assist about 3 families per year.

Continued Funding of Bonus and Incentive Pay for First Responders

Recruitment and retention efforts for the public safety profession are the hardest it has been in some time. We are continually having to find ways to remain competitive to recruit and retain qualified individuals to fill these vital roles in the community. The City of Cocoa supports bonus and incentive pay for first responders to further assist recruitment and retention efforts.

Protection of Local Home Rule

The City of Cocoa firmly advocates for the preservation and strengthening of Home Rule authority, which is fundamental to empowering local governments to make decisions that best reflect the needs and priorities of their communities. The City opposes any legislative measures that erode this authority and supports efforts to ensure that municipalities can continue to effectively manage local affairs, from enacting ordinances to providing essential public services.

Property Tax Reform

The City of Cocoa supports maintaining municipal flexibility in determining and

managing local revenue sources, including ad valorem (property) taxes, recognizing that stable revenues are vital for funding essential services such as public safety, infrastructure, and housing. The City opposes any state legislative actions that would limit or restrict local governments' ability to set property tax rates or adjust millage levels, as such measures would erode fiscal independence and hinder responsible long-term planning. Cocoa also advocates for preserving the integrity of the local property tax base by preventing exemptions or valuation changes that unfairly shift tax burdens or reduce municipal revenues, and supports a balanced statewide dialogue that promotes taxpayer relief while ensuring fiscal sustainability and flexibility to address inflation, infrastructure, and emergency needs.

Community Redevelopment Areas

The City of Cocoa opposes any efforts to eliminate Community Redevelopment Areas (CRAs), which are vital for combating blight, revitalizing infrastructure, and promoting economic growth. While the City supports reasonable measures to enhance transparency, accountability, and communication, abolishing CRAs would severely limit local efforts to revitalize communities and improve residents' quality of life. Cocoa urges preserving the statutory framework that empowers municipalities to create and manage CRAs effectively.

Restrictions on Land Use Regulations

The City of Cocoa opposes provisions in Florida Senate Bill 180 that restrict municipal authority over land use, zoning, and development following natural disasters. These limits undermine local governments' ability to make timely, community-specific decisions that support safe and resilient recovery. The City urges the Legislature to repeal or amend these provisions to restore local control over land-use and permitting decisions essential to effective disaster response and long-term community planning.

State Appropriations Requests:

SR 524 and SR 501 Curve Widening and Station Access Road: The City of Cocoa is seeking funding for all phases of the SR524 and SR501 capacity and safety improvements, along with infrastructure upgrades to support the future Cocoa Multi-modal Brightline Station. These projects are vital to Cocoa's continued growth and will deliver far-reaching benefits for Port Canaveral and the entire Central Florida region.

Septic to Sewer Conversion: The City of Cocoa is seeking legislative funding to connect 88 homes along Indian River Drive to the City's sewer system, eliminating outdated septic systems and protecting the Indian River Lagoon. This project, in partnership with Brevard County's Save Our Indian River Lagoon program, is a vital investment in cleaner water, environmental health, and a sustainable future for our community.

Dr. Joe Lee Smith Community Healthcare Facility: Transforming a vacant community center into a full-service healthcare facility will restore critical access to care for thousands of underserved residents, in the wake of the nearest hospital's closure.

Stradley Park Septic to Sewer Conversion: The City of Cocoa is seeking state funding to connect Stradley Park to the municipal sewer system, protecting public health

and the environment by replacing outdated septic systems with reliable, sustainable wastewater infrastructure.

Provost Park Redevelopment: The City of Cocoa seeks funding to revitalize Provost Park into a vibrant, inclusive space that promotes health, recreation, and community pride for families in an underserved neighborhood. Upgrades include new accessible playground equipment, new Soccer Mini-pitches, and a new Fitness Court.

Water Quality Baffle Box Installation: The City of Cocoa is seeking funding to install advanced baffle boxes that will significantly reduce pollutants entering the Indian River Lagoon, protecting one of our most vital natural resources. This investment will deliver measurable water quality improvements, safeguard public health, and strengthen the region's environmental and economic resilience for generations to come.

PRIORITY AREA CONNECTION:

Public Safety/Community Standards
Investment in Public Infrastructure
Economic and Community Development
Community Outreach and Engagement
Organizational Effectiveness

BUDGETARY IMPACT:

Budgeted? n/a

PREVIOUS ACTION:

n/a

RECOMMENDED MOTION:

City Council approval of the 2026 Legislative Priorities and State Appropriations Requests.

2026

LEGISLATIVE PRIORITIES

CITY OF COCOA



Appropriations Requests

SR 524 and SR 501 Curve Widening and Station Access

Road: The City of Cocoa is seeking funding for all phases of the SR524 and SR501 capacity and safety improvements, along with infrastructure upgrades to support the future Cocoa Multi-modal Brightline Station. These projects are vital to Cocoa's continued growth and will deliver far-reaching benefits for Port Canaveral and the entire Central Florida region.

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Dr. Joe Lee Smith Community Healthcare Facility: Transforming a vacant community center into a full-service healthcare facility will restore critical access to care for thousands of underserved residents, in the wake of the nearest hospital's closure.

Support for Federal Grant Funding for Cocoa's Multi-modal Station

The City of Cocoa has earmarked \$5 million and has secured \$22.5 million from community and Federal partners to design and build a multi-modal passenger rail station in the city that will be a transformational project for the Space Coast region. The City of Cocoa is applying for the new Federal-State Partnership for Intercity Passenger Rail Program to help fund the remaining cost of construction for the station. Securing these funds will help this region see nearly \$3 billion in economic impact from tourism and business travel, new development, and new jobs.

Additional State Funding for SHIP Program Affordable Housing Initiatives

Each year the City of Cocoa receives one of the lowest allocations of SHIP funding in the state of Florida. The funds received are used to help low-income families with home rehabilitation. Currently there are over 25 families on the wait list for this program and with the current allocation, the City is only able to assist about 3 families per year.

Continued Funding of Bonus and Incentive Pay for First Responders

Recruitment and retention efforts for the public safety profession are the hardest it has been in some time. We are continually having to find ways to remain competitive to recruit and retain qualified individuals to fill these vital roles in the community. The City of Cocoa supports bonus and incentive pay for first responders to further assist recruitment and retention efforts.

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Appropriations Requests (cont.)

Stradley Park Septic to Sewer

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LEGISLATIVE PRIORITIES (CONT.)

Property Tax Reform

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COCOA CITY COUNCIL



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Mayor

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Deputy Mayor

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Lorraine Koss

District 4 Councilmember

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CITY COUNCIL AGENDA ITEM

Memo Date: October 23, 2025
Agenda Date: October 28, 2025
File ID: 2025-1005
Prepared By: Breanna Earley, Assistant City Clerk
Through: Stockton Whitten, City Manager
Requested Action: Authorize the City Manager and staff to solicit bids and proceed with the procurement and installation of a programmable digital L.E.D. message board. The proposed installation site is the City-owned parcel located at the southwest corner of Dixon Boulevard and Fiske Boulevard. This initiative aims to improve public engagement and information accessibility in an underserved area.

BACKGROUND:

This would enhance the dissemination of public information and improve emergency notification and awareness in communication-challenged areas of the City of Cocoa.

Districts 2 and 4 in the City of Cocoa are home to many residents who are elderly, transportation-limited, or face economic barriers that may prevent access to traditional forms of communication. This often results in a lack of awareness of public events, emergency information, and city updates. Currently, other areas of the city benefit from programmable digital message boards, which serve as effective tools for community outreach and engagement.

Districts 2 and 4 have significantly fewer digital communication tools compared to other areas in the City of Cocoa. The presence of digital message boards in other districts correlates with higher levels of citizen participation in public meetings and community events. Providing the same communication resources in Districts 2 and 4 will help close the information access gap and support equitable community engagement across the city.

PRIORITY AREA CONNECTION:

Community Outreach and Engagement

BUDGETARY IMPACT:

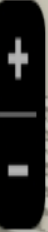
Budgeted? N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Authorize the City Manager and staff to solicit bids and proceed with the procurement and installation of a programmable digital L.E.D. message board. The proposed installation site is the City-owned parcel located at the southwest corner of Dixon Boulevard and Fiske Boulevard. This initiative aims to improve public engagement and information accessibility in an underserved area.



Google Maps





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SPEED
LIMIT
45

Non-emergencies call
321-639-XXXX text
dropadime@cocopafl.org



CITY COUNCIL AGENDA ITEM

Memo Date: October 10, 2025
Agenda Date: October 28, 2025
File ID: 2025-974
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 September 30th, 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:

None

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Informational Item Only

FY 2025 Change Orders - CM authorized to execute

						Applied to Contingency	As of: Period 12								
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	\$ 7,509,356	\$ 3,443,291	\$ 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: October 10, 2025
Agenda Date: October 28, 2025
File ID: 2025-975
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 September 30th, 2025 (FY25) provide information for the three major funds: the General Fund, Water/Sewer Fund, and the Storm Water Fund. This September 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 number of actual revenues collected vs. budget for the three major funds: General Fund, Water & Sewer, and Storm Water. This report shows the current period, the year-to-date totals, the annual budget and the unrealized balance.

- Estimated — represents either the current period or the year-to-date prorated budget
- Actual — represents actual revenue received either in the current period or year to date
- % Rev — the percentage of actual revenue received vs. budget
- Annual Estimate — annual budget
- Unrealized Balance - annual estimate (budget less actual year to date received)

3. Detail Budget Report Summary by Object

Summary of expenditures by account description vs. budget for the three major funds: General Fund, Water & Sewer, and Storm Water. This report shows the current period, the year to date totals, encumbrances, the annual budget and the unencumbered balance.

- Budget — represents either the current period or the year-to-date prorated budget
- Actual — represents actual cash expenditures either in the current period or year to date
- % Exp. — the percentage of actual expenditures vs. budget

- Encumbrance - encumbered amount
- Annual Budget - annual budget
- Unencumbered Balance — annual budget less actual year to date actual expenditures plus encumbrances
- % Budgeted — the percentage of year to date actual expenditures plus encumbrances vs. budget

PRIORITY AREA CONNECTION:

Organizational Effectiveness

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Informational Item Only



FY 2025 Budget by Classification Report - Summary Listing

9/30/2025

Target for September 2025 is 100%

FUND 001 - GENERAL FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD	% Used/Rec'd
REVENUE					
TAXES	\$ 15,912,604	\$ -	\$ 16,761,205	\$ (848,601)	105%
OTHER PERMITS AND FEES	\$ 5,744,539	\$ -	\$ 5,773,192	\$ (28,653)	100%
INTERGOVERNMENTAL	\$ 3,277,640	\$ -	\$ 3,504,213	\$ (226,573)	107%
CHARGES FOR SERVICES	\$ 7,888,773	\$ -	\$ 8,145,390	\$ (256,617)	103%
FINES AND FORFEITURES	\$ 15,000	\$ -	\$ 74,172	\$ (59,172)	494%
MISCELLANEOUS	\$ 1,375,279	\$ -	\$ 3,487,439	\$ (2,112,160)	254%
**OTHER SOURCES (NON-REVENUE)	\$ 33,277,776	\$ -	\$ 21,183,557	\$ 12,094,219	64%
REVENUE TOTALS	\$ 67,491,611	\$ -	\$ 58,929,168	\$ 8,562,443	87%
EXPENSE					
SALARIES AND BENEFITS	\$ 31,000,738	\$ -	\$ 28,346,530	\$ 2,654,208	91%
OPERATING EXPENDITURES	\$ 18,810,627	\$ 1,452,836	\$ 14,487,586	\$ 2,870,205	77%
CAPITAL OUTLAY	\$ 10,283,666	\$ 3,025,012	\$ 5,602,863	\$ 1,655,791	54%
GRANTS, AIDS AND OTHER	\$ 6,137,233	\$ 2,502	\$ 6,125,368	\$ 9,363	100%
NON-OPERATING USES	\$ 1,259,347	\$ -	\$ 879,247	\$ 380,100	70%
EXPENSE TOTALS	\$ 67,491,611	\$ 4,480,350	\$ 55,441,595	\$ 7,569,667	89%
REVENUE TOTALS	\$ 67,491,611	\$ -	\$ 58,929,168	\$ 8,562,443	87%
EXPENSE TOTALS	\$ 67,491,611	\$ 4,480,350	\$ 55,441,595	\$ 7,569,667	89%
	\$ -	\$ (4,480,350)	\$ 3,487,573	\$ 992,777	

*Unaudited

**Fund Balance is a budgeted revenue, not actual revenue.

CITY OF COCOA, FLORIDA
REVENUE REPORT
100% OF YEAR LAPSED

ACCOUNTING PERIOD 12/2025

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		3,627.82	161	15,000	3,955.45	26		15,000	11,044.55
	25 00	PENALTIES RE: TAXES	1,674		372.82	22	20,000	78,342.88	392		20,000	58,342.88-
	30 00	TAX CERTIFICATES	16,674		.00		200,000	424,818.42	212		200,000	224,818.42-
311	**	AD VALOREM	20,598		4,000.64	19	12,336,604	12,444,819.94	101		12,336,604	108,215.94-
312		SALES USE AND FUEL TAXES										
	41 00	LOCAL OPTION GAS TAX 6 CT	54,174		29,397.47	54	650,000	532,030.54	82		650,000	117,969.46
312	**	SALES USE AND FUEL TAXES	54,174		29,397.47	54	650,000	532,030.54	82		650,000	117,969.46
314		UTILITY SERVICE TAX										
	10 00	ELECTRICITY	137,500		514,043.42	374	1,650,000	2,306,806.78	140		1,650,000	656,806.78-
	30 00	WATER-COCA	33,337		37,785.34	113	400,000	495,534.85	124		400,000	95,534.85-
	40 00	GAS	4,587		5,184.14	113	55,000	69,465.90	126		55,000	14,465.90-
	80 00	PROPANE	2,000		2,259.96	113	24,000	27,521.81	115		24,000	3,521.81-
314	**	UTILITY SERVICE TAX	177,424		559,272.86	315	2,129,000	2,899,329.34	136		2,129,000	770,329.34-
315		COMMUNICATION SERVICE TAX										
	00 00	COMMUNICATION SERVICE TAX	54,174		54,704.16	101	650,000	685,446.31	106		650,000	35,446.31-
315	**	COMMUNICATION SERVICE TAX	54,174		54,704.16	101	650,000	685,446.31	106		650,000	35,446.31-
316		LOCAL BUSINESS TAX										
	00 00	LOCAL BUSINESS TAX	4,728		25,384.01	537	147,000	199,578.90	136		147,000	52,578.90-
316	**	LOCAL BUSINESS TAX	4,728		25,384.01	537	147,000	199,578.90	136		147,000	52,578.90-
310	***	TAXES	311,098		672,759.14		15,912,604	16,761,205.03			15,912,604	848,601.03-
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	108,337		179,849.48	166	1,300,000	1,324,185.30	102		1,300,000	24,185.30-
	40 00	GAS	7,087		8,963.69	127	85,000	110,082.72	130		85,000	25,082.72-
	70 00	SOLID WASTE	25,000		27,710.31	111	300,000	330,705.41	110		300,000	30,705.41-
323	**	FRANCHISE FEES	140,424		216,523.48	154	1,685,000	1,764,973.43	105		1,685,000	79,973.43-
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
REVENUE REPORT
100% OF YEAR LAPSED

ACCOUNTING PERIOD 12/2025

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
325		SPECIAL ASSESSMENT									
	22 01	FIRE ASSESSMENT		76,832	4,310.14	6	3,486,539	3,533,918.48	101	3,486,539	47,379.48-
	22 02	F ASSMNT DELINQ TAXES		250	1,333.60	533	3,000	1,330.77	44	3,000	1,669.23
	22 03	F ASSMNT PENALTIES		424	125.94	30	5,000	15,873.46	318	5,000	10,873.46-
	22 04	F ASSMNT TAX CERTS		11,674	.00		140,000	200,176.69	143	140,000	60,176.69-
	22 *	FIRE PROTECTION		89,180	5,769.68	7	3,634,539	3,751,299.40	103	3,634,539	116,760.40-
325	**	SPECIAL ASSESSMENT		89,180	5,769.68	7	3,634,539	3,751,299.40	103	3,634,539	116,760.40-
329		OTHER PERMITS & FEES									
	10 00	INSPECTION FEES		0	.00		0	.00		0	.00
	10 01	FIRE INSPECTION FEES		9,587	.00		115,000	12,180.00	11	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		9,587	.00		115,000	32,340.00	28	115,000	82,660.00
	25 00	PLANNING AND ZONING		25,837	4,000.00	16	310,000	112,218.94	36	310,000	197,781.06
	25 01	PLANNING CONS FEES		0	.00		0	112,360.00		0	112,360.00-
	25 *	PLANNING AND ZONING		25,837	4,000.00	16	310,000	224,578.94	72	310,000	85,421.06
329	**	OTHER PERMITS & FEES		35,424	4,000.00	11	425,000	256,918.94	61	425,000	168,081.06
320	***	OTHER PERMITS & FEES		265,028	226,293.16		5,744,539	5,773,191.77		5,744,539	28,652.77-
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		36	.00		416	207.96	50	416	208.04
	20 30	VOCA-2024-COCOA PD-00273		9,367	9,202.00	98	112,393	89,388.00	80	112,393	23,005.00
	20 31	BULLET PROOF VEST 2024		1,203	.00		13,263	1,581.54	12	13,263	11,681.46
	20 32	JAG 2024-24-GG-04542		1,741	.00		15,653	.00		15,653	15,653.00
	20 33	VOCA-2025-COCOA PD-00181		0	.00		0	.00		0	.00
	20 *	PUBLIC SAFETY		12,347	9,202.00	75	141,725	91,177.50	64	141,725	50,547.50
	39 12	USDA/FOREST SVC 26866		0	.00		0	.00		0	.00
	50 01	FEDERAL DISASTER REIMB		0	6,209.12		0	10,709.12		0	10,709.12-
	70 02	AFRICAN AM MUSE-GR2111		0	.00		0	.00		0	.00
331	**	FEDERAL GRANTS		12,347	15,411.12	125	141,725	101,886.62	72	141,725	39,838.38

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FUND 001 GENERAL FUND		*****		CURRENT	*****		*****	YEAR-TO-DATE	*****		ANNUAL	UNREALIZED
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		1,838.09		0	271,220.04			0	271,220.04-
	50 55	RESILIENT FL-FDEP 24PLN48	6,939		.00		72,135	.00			72,135	72,135.00
	50 *	ECONOMIC ENVIRONMENT	6,939		1,838.09	27	72,135	271,220.04	376		72,135	199,085.04-
	70 11	HTMOORE RESTOR-GR23HM	2,294		.00		65,062	144,270.31	222		65,062	79,208.31-
334	**	STATE GRANT	9,233		1,838.09	20	137,197	415,490.35	303		137,197	278,293.35-
335	12 00	STATE SHARED REVENUES STATE REVENUE SHARING	66,424		69,035.26	104	797,000	837,199.12	105		797,000	40,199.12-
	12 20	8TH CNT MUNICIPAL GAS TAX	13,337		14,643.84	110	160,000	181,598.89	114		160,000	21,598.89-
	12 *	STATE REVENUE SHARING	79,761		83,679.10	105	957,000	1,018,798.01	107		957,000	61,798.01-
	14 00	MOBILE HOME LICENSES	2,087		632.99	30	25,000	26,496.35	106		25,000	1,496.35-
	15 00	ALCOHOLIC BEVERAGE	2,087		.00		25,000	22,835.87	91		25,000	2,164.13
	18 00	LOCAL GOVERNMENT 1/2 CENT	116,674		125,000.18	107	1,400,000	1,328,226.84	95		1,400,000	71,773.16
	21 00	FIREFIGHTER SUPPLEMENTAL	1,337		.00		16,000	7,980.00	50		16,000	8,020.00
	29 21	POL PEN STATE CONTR	61,996		.00		307,609	307,578.75	100		307,609	30.25
	29 22	FIRE PEN STATE CONTR	21,296		.00		218,109	218,108.23	100		218,109	.77
	29 *	OTHER PUBLIC SAFETY	83,292		.00		525,718	525,686.98	100		525,718	31.02
	41 00	FUEL TAX REFUNDS	1,674		58.05-	4	20,000	56,811.52	284		20,000	36,811.52-
335	**	STATE SHARED REVENUES	286,912		209,254.22	73	2,968,718	2,986,835.57	101		2,968,718	18,117.57-
337	30 21	GRANTS FROM LOCAL UNITS FIND BV-C0-23-159 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		30,000	.00			30,000	30,000.00
337	**	GRANTS FROM LOCAL UNITS	15,000		.00		30,000	.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	323,492		226,503.43		3,277,640	3,504,212.54			3,277,640	226,572.54-

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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	12,309.63	159	93,000	110,600.65	119	93,000	17,600.65-
90 12	PASSPORT EXECUTION FEES	250	280.00	112	3,000	2,905.00	97	3,000	95.00
341	** GENERAL GOVERNMENT	8,000	12,589.63	157	96,000	114,685.65	120	96,000	18,685.65-
342	PUBLIC SAFETY								
10 00	SVC CHG - LAW ENF SERVICE	10,000	3,800.00	38	120,000	119,332.50	99	120,000	667.50
10 02	SCHOOL RES OFFICER	24,000	.00		288,000	234,625.00	82	288,000	53,375.00
10 *	SVC CHG - LAW ENF SERVICE	34,000	3,800.00	11	408,000	353,957.50	87	408,000	54,042.50
20 00	SVC CHG - FIRE PROTECTION	2,500	2,150.00	86	30,000	26,302.50	88	30,000	3,697.50
90 00	OTHER PUBLIC SAFETY	87	.00		1,000	.00		1,000	1,000.00
90 01	FALSE ALARM FEES	625	.00		7,500	3,200.00	43	7,500	4,300.00
90 *	OTHER PUBLIC SAFETY	712	.00		8,500	3,200.00	38	8,500	5,300.00
342	** PUBLIC SAFETY	37,212	5,950.00	16	446,500	383,460.00	86	446,500	63,040.00
343	PHYSICAL ENVIRONMENT								
37 10	BREVARD COUNTY	52,355	57,913.58	111	628,194	681,376.21	109	628,194	53,182.21-
37 11	ROCKLEDGE	29,083	31,085.88	107	348,996	372,078.03	107	348,996	23,082.03-
37 12	SUN LAKE	378	394.76	104	4,536	4,671.51	103	4,536	135.51-
37 13	CLNY PK-M.I.UTIL CO.	202	211.28	105	2,303	2,572.45	112	2,303	269.45-
37 16	COCOA BEACH	10,938	11,399.03	104	131,223	137,096.44	105	131,223	5,873.44-
37 17	CAPE CANAVERAL	9,312	10,952.70	118	111,678	132,203.63	118	111,678	20,525.63-
37 18	TITUSVILLE	427	432.98	101	5,025	5,080.46	101	5,025	55.46-
37 *	WATER BILLING SERVICES	102,695	112,390.21	109	1,231,955	1,335,078.73	108	1,231,955	103,123.73-
39 01	SERVICE CHARGES	75,000	59,140.00	79	900,000	857,805.16	95	900,000	42,194.84
39 03	ADMIN CHARGES	41,674	44,865.00	108	500,000	513,310.00	103	500,000	13,310.00-
39 04	PENALTIES	60,000	50,338.04	84	720,000	732,467.36	102	720,000	12,467.36-
39 05	NSF CHECKS	2,500	4,617.37	185	30,000	62,438.07	208	30,000	32,438.07-
39 13	HIGH CONSUMP CHGS	837	2,475.00	296	10,000	24,615.00	246	10,000	14,615.00-
39 *	WATER OTHER INCOME	180,011	161,435.41	90	2,160,000	2,190,635.59	101	2,160,000	30,635.59-
41 10	SOLID WASTE	236,700	241,755.83	102	2,840,345	2,903,407.03	102	2,840,345	63,062.03-
41 20	RECYCLING REVENUE	33,746	35,586.12	106	404,831	425,228.65	105	404,831	20,397.65-
41 30	GREEN WASTE	38,336	43,911.98	115	459,933	524,684.75	114	459,933	64,751.75-
41 *	GARBAGE COLLECTION	308,782	321,253.93	104	3,705,109	3,853,320.43	104	3,705,109	148,211.43-

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FUND 001		GENERAL FUND		*****	CURRENT	*****	*****	YEAR-TO-DATE	*****	ANNUAL	UNREALIZED
ACCOUNT		ACCOUNT DESCRIPTION		ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
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	.00		130,409	130,409.14	100	130,409	.14-
90	*	OTHER PHYSICAL ENVIRON		0	.00		190,609	177,306.64	93	190,609	13,302.36
343	**	PHYSICAL ENVIRONMENT		591,488	595,079.55	101	7,287,673	7,556,341.39	104	7,287,673	268,668.39-
347		CULTURE/RECREATION									
20	10	GAZEBO-PAVILLION RENTAL		49	130.00	265	500	410.00	82	500	90.00
20	11	SERVICE FEES		0	440.00		0	9,991.50		0	9,991.50-
20	*	PARKS & RECREATION		49	570.00	1163	500	10,401.50	2080	500	9,901.50-
39	10	PORCHER HOUSE - REVENUES		674	1,175.00	174	8,000	15,659.22	196	8,000	7,659.22-
39	11	TENANT MAINTENANCE FEES		100	103.49	104	1,200	1,239.90	103	1,200	39.90-
39	20	COCOA CIVIC CENTER		837	320.00	38	10,000	25,145.00	252	10,000	15,145.00-
39	30	RIVERFRONT PARK		674	.00		8,000	3,882.00	49	8,000	4,118.00
39	*	OTHER CULTURAL SERVICES		2,285	1,598.49	70	27,200	45,926.12	169	27,200	18,726.12-
40	05	SPECIAL EVENT PERMITS		2,087	1,362.50	65	25,000	27,350.00	109	25,000	2,350.00-
50	10	EVENT FEES		325	300.00	92	3,900	4,350.00	112	3,900	450.00-
50	30	ADVERTISING/SPONSORSHIPS		49	.00		500	500.00	100	500	.00
50	50	MISC FURNISHINGS		125	136.50	109	1,500	2,375.75	158	1,500	875.75-
50	*	SPECIAL REC FACILITIES		499	436.50	88	5,900	7,225.75	123	5,900	1,325.75-
347	**	CULTURE/RECREATION		4,920	3,967.49	81	58,600	90,903.37	155	58,600	32,303.37-
340	***	CHARGES FOR SERVICES		641,620	617,586.67		7,888,773	8,145,390.41		7,888,773	256,617.41-
350		FINES AND FORFEITURES									
351		JUDGMENTS AND FINES									
90	00	OTHER		1,250	4,802.22	384	15,000	74,172.12	495	15,000	59,172.12-
351	**	JUDGMENTS AND FINES		1,250	4,802.22	384	15,000	74,172.12	495	15,000	59,172.12-
350	***	FINES AND FORFEITURES		1,250	4,802.22		15,000	74,172.12		15,000	59,172.12-
360		MISCELLANEOUS REVENUES									
361		INTEREST & OTHER EARNINGS									
10	00	INTEREST		12,500	6,214.63	50	150,000	46,263.01	31	150,000	103,736.99
10	02	INVESTMENT INTEREST		41,674	98,060.91	235	500,000	1,649,597.86	330	500,000	1,149,597.86-
10	10	FLORIDA PRIME INTEREST		20,837	94,334.31	453	250,000	949,013.09	380	250,000	699,013.09-
10	11	INTEREST/CBOS		0	.00		0	.00		0	.00
10	*	INTEREST		75,011	198,609.85	265	900,000	2,644,873.96	294	900,000	1,744,873.96-

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FUND 001 GENERAL FUND									
ACCOUNT	ACCOUNT DESCRIPTION	*****	CURRENT	*****	*****	YEAR-TO-DATE	*****	ANNUAL ESTIMATE	UNREALIZED BALANCE
		ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV		
30 00	NET INC/DEC FMV INVESTMNT	0	60,478.59		0	102,837.79		0	102,837.79-
35 01	AMERICAN TOWER	62	.00		645	644.41	100	645	.59
35 02	ATT CELL TWR 14386094	1,311	.00		15,644	15,643.31	100	15,644	.69
35 03	ATT CELL TOWER 382218	45	34.86	78	463	424.62	92	463	38.38
35 04	LAMAR BILLBOARD	38	28.41	75	357	356.02	100	357	.98
35 05	SPRINT CELL TOWER	497	.00		5,964	7,828.28	131	5,964	1,864.28-
35 06	LEASE - TMOBILE A2C0020A	23	.00		177	176.91	100	177	.09
35 07	LEASE - TMOBILE A2C0555A	13	159.21	1225	134	1,226.37	915	134	1,092.37-
35 *	MISCELLANEOUS INTEREST	1,989	222.48	11	23,384	26,299.92	113	23,384	2,915.92-
40 00	GAIN/(LOSS) SALE INVEST	0	2,537.35-		0	31,221.81-		0	31,221.81
40 02	UNREALIZED GAIN/(LOSS)	0	.00		0	.00		0	.00
40 *	GAIN/(LOSS) SALE INVEST	0	2,537.35-		0	31,221.81-		0	31,221.81
361 **	INTEREST & OTHER EARNINGS	77,000	256,773.57	334	923,384	2,742,789.86	297	923,384	1,819,405.86-
362	RENT AND ROYALTIES								
00 00	RENT AND ROYALTIES	112	.00		1,300	.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	587	1,409.76	240	7,000	16,877.52	241	7,000	9,877.52-
39 20	CIVIC CENTER-TENANTS	662	660.00	100	7,900	7,920.00	100	7,900	20.00-
39 *	RENTALS AND LEASES	1,249	2,069.76	166	14,900	24,797.52	166	14,900	9,897.52-
362 **	RENT AND ROYALTIES	1,361	2,069.76	152	16,200	24,797.52	153	16,200	8,597.52-
364	DISPOSITION FIXED ASSETS								
00 00	DISPOSITION FIXED ASSETS	0	19,425.88		0	106,160.98		0	106,160.98-
10 00	GAIN/(LOSS)SALE OF F/A	0	.00		0	.00		0	.00
364 **	DISPOSITION FIXED ASSETS	0	19,425.88		0	106,160.98		0	106,160.98-
365	SALE SURPLUS MTRLS &SCRAP								
00 00	SALE SURPLUS MTRLS &SCRAP	0	.00		0	8,698.93		0	8,698.93-
365 **	SALE SURPLUS MTRLS &SCRAP	0	.00		0	8,698.93		0	8,698.93-
366	CONTRIBUTIONS & DONATIONS								
00 00	CONTRIBUTIONS & DONATIONS	43,280	.00		236,995	237,548.00	100	236,995	553.00-

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ACCOUNT		ACCOUNT DESCRIPTION		ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
10	10	CONTRIBS FOR K-9		0	.00		0	.00		0	.00
10	14	REPLACEMENT TREES		0	.00		0	.00		0	.00
10	*	DONATIONS-PRIVATE SOURCES		0	.00		0	.00		0	.00
366	**	CONTRIBUTIONS & DONATIONS		43,280	.00		236,995	237,548.00	100	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	966.35		0	43,961.36		0	43,961.36-
90	02	POLICE SECURITY SERVICES		0	.00		0	.00		0	.00
90	03	CODE ENF ABATE/DEMO REV		12,587	9,009.04	72	151,000	238,201.35	158	151,000	87,201.35-
90	04	MISC. POLICE REVENUES		524	525.54	100	5,200	6,776.08	130	5,200	1,576.08-
90	05	INVESTIGATIVE COSTS REIM		3,337	5,680.28	170	40,000	42,824.08	107	40,000	2,824.08-
90	09	PROPERTY REGISTRATION		174	1,000.00	575	2,000	7,200.00	360	2,000	5,200.00-
90	12	LEISURE SVCS -CANCEL FEES		49	.00		500	210.00	42	500	290.00
90	*	OTHER MISC REVENUES		16,671	17,181.21	103	198,700	339,172.87	171	198,700	140,472.87-
96	00	INSURANCE REFUND/PROCEEDS		0	5,587.63		0	28,270.63		0	28,270.63-
369	**	OTHER MISC REVENUES		16,671	22,768.84	137	198,700	367,443.50	185	198,700	168,743.50-
360	***	MISCELLANEOUS REVENUES		138,312	301,038.05		1,375,279	3,487,438.79		1,375,279	2,112,159.79-
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)		18,504	18,500.00	100	222,000	222,000.00	100	222,000	.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		18,504	18,500.00	100	376,512	376,511.81	100	376,512	.19
94	21	TRANS FR 421 OH ALLOC		697,369	697,361.67	100	8,368,340	8,368,340.04	100	8,368,340	.04-
94	23	TRANS FR 423 OH ALLOC		27,344	27,344.00	100	328,128	328,128.00	100	328,128	.00
94	*	INTERFUND TRANSFER		724,713	724,705.67	100	8,696,468	8,696,468.04	100	8,696,468	.04-
381	**	INTERFUND TRANSFER		743,217	743,205.67	100	9,072,980	9,072,979.85	100	9,072,980	Page 1226 of 134015

CITY OF COCOA, FLORIDA
REVENUE REPORT
100% OF YEAR LAPSED

ACCOUNTING PERIOD 12/2025

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)	654,067		654,056.88	100	7,848,683	7,848,683.00	100		7,848,683	.00
40 01		6% PILOFF	147,243		147,241.13	100	1,766,894	1,766,894.00	100		1,766,894	.00
40 *		CONTRIBUTIONS (ROI)	801,310		801,298.01	100	9,615,577	9,615,577.00	100		9,615,577	.00
382	**	CONTRIBUTIONS ENTERPRISE	801,310		801,298.01	100	9,615,577	9,615,577.00	100		9,615,577	.00
383	10 33	INSTLMT PURCH/CAP LEASE POSTAGE MACHINE	0		.00		0	.00			0	.00
383	**	INSTLMT PURCH/CAP LEASE	0		.00		0	.00			0	.00
384	00 00	DEBT PROCEEDS DEBT PROCEEDS	214,045		.00		2,495,000	2,495,000.00	100		2,495,000	.00
384	**	DEBT PROCEEDS	214,045		.00		2,495,000	2,495,000.00	100		2,495,000	.00
389		NON OPERATING SOURCES										
90 00		NON OPERATING SOURCES	24,176-		.00		800	.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	2,441,972		.00		12,093,419	.00			12,093,419	12,093,419.00
99 *		BALANCE FORWARD	2,441,972		.00		12,093,419	.00			12,093,419	12,093,419.00
389	**	NON OPERATING SOURCES	2,417,796		.00		12,094,219	.00			12,094,219	12,094,219.00
380	***	OTHER SOURCES(NON-REV)	4,176,368		1,544,503.68		33,277,776	21,183,556.85			33,277,776	12,094,219.15
FUND TOTAL GENERAL FUND			5,857,168		3,593,486.35		67,491,611	58,929,167.51			67,491,611	8,562,443.49
GRAND TOTAL			5,857,168		3,593,486.35		67,491,611	58,929,167.51			67,491,611	8,562,443.49

FUND 001 GENERAL FUND		*****MONTH-TO-DATE*****			*****YEAR-TO-DATE*****			ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
ELE OBJ	ACCOUNT DESCRIPTION	BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP				
11-00	EXECUTIVE SALARIES	61229	112229.62	183	1051305	973077.66	93	.00	1051305	78227.34	93
11 **	EXECUTIVE SALARIES	61229	112229.62	183	1051305	973077.66	93	.00	1051305	78227.34	93
12-00	REGULAR SALARIES & WAGES	1160508	1778670.71	153	14945635	13339998.02	89	.00	14945635	1605636.98	89
12-06	SALARIES/CONTRACTUAL	28486	20000.50	70	146640	149607.76	102	.00	146640	2967.76	102
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	50499	25447.42	50	210323	194369.48	92	.00	210323	15953.52	92
12 **	REGULAR SALARIES & WAGES	1239493	1824118.63	147	15302598	13683975.26	89	.00	15302598	1618622.74	89
13-00	OTHER SALARIES & WAGES	96249	156610.70	163	1180587	1207313.70	102	.00	1180587	26726.70	102
13 **	OTHER SALARIES & WAGES	96249	156610.70	163	1180587	1207313.70	102	.00	1180587	26726.70	102
14-00	OVERTIME	151588	157847.37	104	1022863	1045906.89	102	.00	1022863	23043.89	102
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	151588	157847.37	104	1022863	1045906.89	102	.00	1022863	23043.89	102
15-00	SPECIAL PAY	69375	66853.17	96	493686	496279.98	101	.00	493686	2593.98	101
15 **	SPECIAL PAY	69375	66853.17	96	493686	496279.98	101	.00	493686	2593.98	101
20-00	CLOTHING/SHOE ALLOWANCE	2772	2859.39	103	31897	22714.48	71	.00	31897	9182.52	71
20 **	CLOTHING/SHOE ALLOWANCE	2772	2859.39	103	31897	22714.48	71	.00	31897	9182.52	71
21-00	FICA TAXES	113900	175162.26	154	1352876	1315881.47	97	.00	1352876	36994.53	97
21 **	FICA TAXES	113900	175162.26	154	1352876	1315881.47	97	.00	1352876	36994.53	97
22-00	RETIREMENT CONTRIBUTIONS	124874	173685.13	139	1489121	1368861.79	92	.00	1489121	120259.21	92
22-01	FIRE PENSION	235230	433958.74	185	2820431	2987413.09	106	.00	2820431	166982.09	106
22-02	STATE CONTRIBUTIONS	120170	.00	0	525718	525686.98	100	.00	525718	31.02	100
22-03	NON-FRS RETIREMENT PLAN	3193	4385.43	137	38130	38145.19	100	.00	38130	15.19	100
22 **	RETIREMENT CONTRIBUTIONS	483467	612029.30	127	4873400	4920107.05	101	.00	4873400	46707.05	101
23-00	INSURANCES	4580	5003.50	109	52204	39135.95	75	.00	52204	13068.05	75

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	33485.00	88	459072	464258.72	101	.00	459072	5186.72	101
23-04	MEDICAL	266031	396147.45	149	3578499	3086614.51	86	.00	3578499	491884.49	86
23-05	HEALTH GF RETIREES 50%	4971	5362.94	108	59630	62405.12	105	.00	59630	2775.12	105
23-06	HEALTH GF RETIREES 100%	20875	17452.62	84	250467	203831.44	81	.00	250467	46635.56	81
23-07	DENTAL INSURANCE	14074	17337.80	123	165427	146075.06	88	.00	165427	19351.94	88
23-08	VISION INSURANCE	2637	3062.92	116	29539	26265.04	89	.00	29539	3273.96	89
23-09	LONG TERM DISABILITY	4499	5386.57	120	50657	42169.59	83	.00	50657	8487.41	83
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	355923	483238.80	136	4645495	4070755.43	88	.00	4645495	574739.57	88
24-00	WORKER'S COMPENSATION	65603	54658.62	83	785310	389702.15	50	.00	785310	395607.85	50
24 **	WORKER'S COMPENSATION	65603	54658.62	83	785310	389702.15	50	.00	785310	395607.85	50
25-00	UNEMPLOYMENT COMPENSATION	837	.00	0	10000	.00	0	.00	10000	10000.00	0
25 **	UNEMPLOYMENT COMPENSATION	837	.00	0	10000	.00	0	.00	10000	10000.00	0
27-00	BENEFIT OFFSET	23902	27597.74	116	250721	220815.81	88	.00	250721	29905.19	88
27 **	BENEFIT OFFSET	23902	27597.74	116	250721	220815.81	88	.00	250721	29905.19	88
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	198019	399016.17	202	902643	746050.82	83	101829.76	902643	54762.42	94
31-01	LEGAL EXPENSES	42882	34338.07	80	514518	338646.48	66	160272.42	514518	15599.10	97
31-02	MEDICAL SERVICES	4994	2083.95	42	59895	46397.50	78	9803.00	59895	3694.50	94
31-03	ENGINEERING SERVICES	724	.00	0	6540	6540.00	100	.00	6540	.00	100
31-05	EMS 1ST RESPONDER	1726	.00	0	20690	19915.89	96	.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		384	.00	0	4204	3403.50	81	.00	4204	800.50	81
31-17 RESILIENT FL-FDEP 24PLN48		6939	11300.00	163	72135	72080.82	100	.00	72135	54.18	100
31-33 EMPLOYEE HEALTH CENTER		34773	38754.24	111	417221	382960.99	92	34260.01	417221	.00	100
31 ** PROFESSIONAL SERVICES		290441	485492.43	167	1997846	1615996.00	81	306165.19	1997846	75684.81	96
32-00 ACCOUNTING & AUDITING		11867	.00	0	136800	60800.00	44	76000.00	136800	.00	100
32 ** ACCOUNTING & AUDITING		11867	.00	0	136800	60800.00	44	76000.00	136800	.00	100
34-00 CONTRACT SERVICES		191414	116562.39	61	1828403	1298787.81	71	237191.03	1828403	292424.16	84
34-03 SOLID WASTE CONTRACT		285324	285318.88	100	3423844	3146721.93	92	.00	3423844	277122.07	92
34-07 JANITORIAL CONTRACT SVS		0	.00	0	0	.00	0	.00	0	.00	0
34-09 MOWING CONTRACTS		66910	54998.98	82	472000	472676.46	100	6998.04	472000	7674.50	102
34-23 JAG 2022-22-GG-02810		0	.00	0	0	.00	0	.00	0	.00	0
34 ** CONTRACT SERVICES		543648	456880.25	84	5724247	4918186.20	86	244189.07	5724247	561871.73	90
39-00 CONTINGENCY		29502	.00	0	283776	.00	0	.00	283776	283776.00	0
39-01 CONTINGENCY - FY21		20394	.00	0	0	.00	0	.00	0	.00	0
39-02 CONTINGENCY - FY22		78678	.00	0	840000	.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		28782	.00	0	1123776	.00	0	.00	1123776	1123776.00	0
40-00 TRAVEL & PER DIEM		7216	2713.44	38	87827	38234.84	44	.00	87827	49592.16	44
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		7216	2713.44	38	87827	38234.84	44	.00	87827	49592.16	44
41-00 COMMUNICATION		28427	80480.69	283	318942	279986.99	88	34834.00	318942	4121.01	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	28427	80480.69	283	318942	279986.99	88	34834.00	318942	4121.01	99
42-00	POSTAGE & FREIGHT	48077	96727.13	201	575582	510842.90	89	55838.95	575582	8900.15	99
42 **	POSTAGE & FREIGHT	48077	96727.13	201	575582	510842.90	89	55838.95	575582	8900.15	99
43-00	ELECTRIC/WATER/SEWER	81000	66362.99	82	971681	698160.31	72	211417.17	971681	62103.52	94
43 **	ELECTRIC/WATER/SEWER	81000	66362.99	82	971681	698160.31	72	211417.17	971681	62103.52	94
44-00	RENTALS AND LEASES	5708	3420.70	60	64398	42572.65	66	13048.60	64398	8776.75	86
44 **	RENTALS AND LEASES	5708	3420.70	60	64398	42572.65	66	13048.60	64398	8776.75	86
45-00	INSURANCE	77676	.00	0	894481	894492.52	100	.00	894481	11.52	100
45 **	INSURANCE	77676	.00	0	894481	894492.52	100	.00	894481	11.52	100
46-00	REPAIRS & MAINTENANCE	31858	123352.69	387	1131243	897713.60	79	126683.90	1131243	106845.50	91
46-02	REPAIR/MAINT BUILDING	53606	123480.87	230	695708	485347.56	70	85514.77	695708	124845.67	82
46-03	REPAIR/MAINT-VEHICLES	42621	81691.96	192	453616	443991.67	98	2168.85	453616	7455.48	98
46-04	HTMOORE RESTOR-GR23HM	11208	.00	0	125920	114259.63	91	.00	125920	11660.37	91
46-05	HYDRANT FEES	22524	22163.66	98	270189	266064.82	99	.00	270189	4124.18	99
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	98101	350689.18	358	2676676	2207377.28	83	214367.52	2676676	254931.20	91
47-00	PRINTING & BINDING	15488	16759.55	108	182426	125064.90	69	36600.05	182426	20761.05	89
47 **	PRINTING & BINDING	15488	16759.55	108	182426	125064.90	69	36600.05	182426	20761.05	89
48-00	PROMOTIONAL ACTIVITIES	6006	5971.56	99	72802	42582.53	59	.00	72802	30219.47	59
48-01	JAG 24-GG-04542	181	.00	0	1653	1641.81	99	.00	1653	11.19	99
48-11	BUSINESS ASSIST. PROGRAM	49	.00	0	500	153.86	31	.00	500	346.14	31
48 **	PROMOTIONAL ACTIVITIES	6236	5971.56	96	74955	44378.20	59	.00	74955	30576.80	59
49-00	OTHER CHARGES & OBLIG.	32299	19315.40	60	339972	257153.99	76	72420.37	339972	10397.64	97
49-02	ADVERTISING	229	.00	0	1505	504.89	34	.00	1505	1000.11	34
49-06	BROWNFIELD PROG CITY COST	424	.00	0	5000	.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	70415.60	0	0	37061.05	0	.00	0	37061.05-	0
49-08	CASH OVER/SHORT	0	.00	0	0	377.02	0	.00	0	377.02-	0
49-21	PD INVESTIGATIVE FUNDS	2087	3720.00	178	25000	16530.00	66	.00	25000	8470.00	66
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.	35039	93451.00	267	371477	311626.95	84	72420.37	371477	12570.32-	103
51-00	OFFICE SUPPLIES	4327	2053.35	48	51008	21228.15	42	.00	51008	29779.85	42
51-39	VOCA-2023-COCOA PD-00042	0	.00	0	0	.00	0	.00	0	.00	0
51 **	OFFICE SUPPLIES	4327	2053.35	48	51008	21228.15	42	.00	51008	29779.85	42
52-00	OPERATING SUPPLIES	210113	56258.95	27	1414922	1142853.01	81	33447.84	1414922	238621.15	83
52-02	UNIFORMS-PURCHASED	7491	3832.42	51	97515	42309.19	43	22334.11	97515	32871.70	66
52-05	EMS 1st RESP-CONSUM SUPP	6875	9002.95	131	82054	56698.37	69	292.59	82054	25063.04	70
52-07	JANITORIAL SUPPLIES	4213	2119.98	50	52918	34535.18	65	.00	52918	18382.82	65
52-10	HEATING FUEL	474	592.05	125	5688	4725.02	83	962.66	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	19075	46237.19	242	350008	251235.06	72	.00	350008	98772.94	72
52-33	EMPLOYEE HEALTH CENTER	15731	17380.72	111	188750	141308.56	75	47441.44	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	36	.00	0	416	415.92	100	.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	2406	.00	0	26526	15093.08	57	11432.92	26526	.00	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				
52 **	OPERATING SUPPLIES	266414	135424.26	51	2218797	1689173.39	76	115911.56	2218797	413712.05	81
53-00	ROAD MATERIALS/SUPPLIES	4059	6581.05	162	48675	27695.89	57	.00	48675	20979.11	57
53 **	ROAD MATERIALS/SUPPLIES	4059	6581.05	162	48675	27695.89	57	.00	48675	20979.11	57
54-00	MEMBERSHIP/PUBLICATIONS	12028	1808.28	15	109810	61143.59	56	.00	109810	48666.41	56
54 **	MEMBERSHIP/PUBLICATIONS	12028	1808.28	15	109810	61143.59	56	.00	109810	48666.41	56
55-00	TRAINING	14064	6699.87	48	182315	96885.79	53	23022.50	182315	62406.71	66
55-01	EDA PROGRAM	837	.00	0	10000	4384.24	44	2258.00	10000	3357.76	66
55-02	P/F HS RECRUITMENT	867	.00	0	9497	.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	15768	6699.87	43	201812	101270.03	50	34777.92	201812	65764.05	67
56-15	IT-RELATED OPERATING EXP	57859	74300.48	128	979411	839355.36	86	37265.40	979411	102790.24	90
56-16	FL CYBERSECURITY	0	.00	0	0	.00	0	.00	0	.00	0
56 **	TECHNOLOGY SYSTEMS	57859	74300.48	128	979411	839355.36	86	37265.40	979411	102790.24	90
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	59852	.00	0	455679	214300.00	47	.00	455679	241379.00	47
61 **	LAND	59852	.00	0	455679	214300.00	47	.00	455679	241379.00	47
62-00	BUILDINGS	173905	31275.00	18	366575	31275.00	9	290704.00	366575	44596.00	88
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	31275.00	18	366575	31275.00	9	290704.00	366575	44596.00	88
63-00	INFRASTRUCTURE	102090	689055.39	675	1755974	1349846.19	77	64989.97	1755974	341137.84	81
63-07	IMPROVE OTHER THAN BLDG	182186	39834.74	22	1960726	1638330.09	84	169773.24	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	284276	728890.13	256	3716700	2988176.28	80	234763.21	3716700	493760.51	87
64-00	MACHINERY & EQUIPMENT	454107	92013.94	20	5060522	2323550.83	46	2171281.59	5060522	565689.58	89
64-07	NFC GRANT PROVOST PK	157500	.00	0	315000	.00	0	.00	315000	315000.00	0
64-15	IT HARDWARE	48774	28240.68	58	369190	45561.33	12	328263.00	369190	4634.33	101
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	660381	120254.62	18	5744712	2369112.16	41	2499544.59	5744712	876055.25	85
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	4300	4302.88	100	51523	51522.30	100	.00	51523	.70	100
71-33	LEASED POSTAGE METER	383	1129.76	295	4475	4474.87	100	.00	4475	.13	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	2247	.00	0	26887	24390.84	91	2495.28	26887	.88	100
71-70	SBITA - DEBTBOOK	0	.00	0	0	.00	0	.00	0	.00	0
71-72	SBITA - BRIGHTLY ASSET	3259	.00	0	22831	22830.13	100	.00	22831	.87	100
71 **	DEBT SERVICE - PRINCIPAL	10189	5432.64	53	105716	103218.14	98	2495.28	105716	2.58	100
72-30	LEASE - COPIERS	21	5.12	24	175	173.70	99	.00	175	1.30	99
72-33	LEASED POSTAGE METER	50	125.20	250	545	544.97	100	.00	545	.03	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	42	.00	0	394	387.07	98	6.65	394	.28	100
72-72	SBITA - BRIGHTLY ASSET	202	.00	0	1426	1426.00	100	.00	1426	.00	100
72 **	DEBT SERVICE - INTEREST	315	130.32	41	2540	2531.74	100	6.65	2540	1.61	100
73-00	OTHER DEBT SERVICE COSTS	3358	.00	0	30214	30213.37	100	.00	30214	.63	100
73 **	OTHER DEBT SERVICE COSTS	3358	.00	0	30214	30213.37	100	.00	30214	.63	100

DETAIL BUDGET REPORT SUMMARY BY OBJECT
100% 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				
81-00	AIDS TO GOVT AGENCY	139486	.00	0	5963763	5963763.00	100	.00	5963763	.00	100
81 **	AIDS TO GOVT AGENCY	139486	.00	0	5963763	5963763.00	100	.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	3549	1910.14	54	35000	25641.98	73	.00	35000	9358.02	73
83 **	OTHER GRANTS & AIDS	3549	1910.14	54	35000	25641.98	73	.00	35000	9358.02	73
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)	469468	89368.64	19	1259347	879247.00	70	.00	1259347	380100.00	70
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
100% OF YEAR LAPSED
WITHOUT FIXED CHARGES

FUND 001 GENERAL FUND		ACCOUNT DESCRIPTION	*****MONTH-TO-DATE*****			*****YEAR-TO-DATE*****			ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
ELE	OBJ		BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP				

91	**	INTERFUND TRANSFER	469468	89368.64	19	1259347	879247.00	70	.00	1259347	380100.00	70
FUND 001	TOTAL	*****										
		GENERAL FUND	6107278	6536283.30	107	67491611	55441594.70	82	4480349.53	67491611	7569666.77	89
GRAND	TOTAL	*****										
			6107278	6536283.30	107	67491611	55441594.70	82	4480349.53	67491611	7569666.77	89



FY 2025 Budget by Classification Report - Summary Listing

9/30/2025

Target for September 2025 is 100%

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	\$ -	\$ 81,114,386	\$ (1,392,190)	102%
INTERGOVERNMENTAL/GRANTS	\$ -	\$ -	\$ -	\$ -	0%
MISCELLANEOUS	\$ 3,662,128	\$ -	\$ 5,354,967	\$ (1,692,839)	146%
*OTHER SOURCES (NON-REVENUE)	\$ 5,797,280	\$ -	\$ 53,436	\$ 5,743,844	1%
REVENUE TOTALS	\$ 89,181,604	\$ -	\$ 86,522,789	\$ 2,658,815	97%
EXPENSE					
SALARIES AND BENEFITS	\$ 21,442,558	\$ -	\$ 17,969,271	\$ 3,473,287	84%
OPERATING EXPENDITURES	\$ 26,720,010	\$ 3,171,874	\$ 20,729,613	\$ 2,818,523	78%
CAPITAL OUTLAY	\$ 2,678,829	\$ 459,603	\$ 1,231,028	\$ 988,198	46%
GRANTS, AIDS AND OTHER	\$ 472,406	\$ 3,157	\$ 465,772	\$ 3,476	99%
NON-OPERATING USES	\$ 37,867,801	\$ -	\$ 37,867,801	\$ 0	100%
EXPENSE TOTALS	\$ 89,181,604	\$ 3,634,634	\$ 78,263,486	\$ 7,283,484	92%
REVENUE TOTALS	\$ 89,181,604	\$ -	\$ 86,522,789	\$ 2,658,815	97%
EXPENSE TOTALS	\$ 89,181,604	\$ 3,634,634	\$ 78,263,486	\$ 7,283,484	92%
**	\$ -	\$ (3,634,634)	\$ 8,259,303	\$ (4,624,670)	

*Fund Balance is a budgeted revenue, not actual revenue.

**Unaudited

CITY OF COCOA, FLORIDA
REVENUE REPORT
100% OF YEAR LAPSED

ACCOUNTING PERIOD 12/2025

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	455,876.38		0	541,136.81		0	541,136.81-
331	**	FEDERAL GRANTS	0	455,876.38		0	541,136.81		0	541,136.81-
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	455,876.38		0	566,463.27		0	566,463.27-
340		CHARGES FOR SERVICES								
343		PHYSICAL ENVIRONMENT								
	30 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
	31 00	WATER SALES	5,561,489	5,455,898.90	98	66,737,780	67,095,386.11	101	66,737,780	357,606.11-
	33 00	WATER CONNECTION FEE	47,274	51,534.79	109	567,211	834,364.36	147	567,211	267,153.36-
	36 00	WATER HYDRANT FEES	340,513	384,259.45	113	4,086,156	4,407,405.62	108	4,086,156	321,249.62-
	39 06	HYDRANT RESID FLOW TEST	145	1,800.00	1241	1,696	16,050.00	946	1,696	14,354.00-
	39 07	BACKFLOW DEVICE TEST	12,812	20,749.63	162	153,700	243,162.84	158	153,700	89,462.84-
	39 08	JUMPER METERS	71	300.00	423	742	2,500.00	337	742	1,758.00-
	39 09	PLAN REVIEW/CONST INSPECT	1,060	7,500.00	708	12,720	60,000.00	472	12,720	47,280.00-
	39 10	BACKFLOW PRV/RLCT TEMP	46	530.42	1153	530	2,740.04	517	530	2,210.04-
	39 *	WATER OTHER INCOME	14,134	30,880.05	219	169,388	324,452.88	192	169,388	155,064.88-
	51 00	SEWER SALES	642,330	618,375.98	96	7,707,960	7,985,394.69	104	7,707,960	277,434.69-
	51 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
	51 *	SEWER SALES	642,330	618,375.98	96	7,707,960	7,985,394.69	104	7,707,960	277,434.69-
	53 02	SEWER CONN INDIAN HILLS	0	.00		0	.00		0	.00
	59 01	GREASE TRAP PERMITS	555	711.41	128	6,572	9,873.69	150	6,572	3,301.69-
	60 00	REUSE WATER SALES	36,647	32,123.79	88	439,709	450,213.62	102	439,709	10,504.62-
	60 01	REUSE WATER INSTALLATION	622	602.00	97	7,420	7,295.00	98	7,420	125.00
	60 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
	60 *	REUSE WATER SALES	37,269	32,725.79	88	447,129	457,508.62	102	447,129	10,379.62-
	90 10	OTHER EARNED NOT BILLED	0	.00		0	.00		0	.00
343	**	PHYSICAL ENVIRONMENT	6,643,564	6,574,386.37	99	79,722,196	81,114,385.97	102	79,722,196	1,392,189.97-
340	***	CHARGES FOR SERVICES	6,643,564	6,574,386.37		79,722,196	81,114,385.97		79,722,196	1,392,189.97-

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	6,424.27		0	47,087.26		0	47,087.26-
	10 02	INVESTMENT INTEREST	40,085	62,170.39	155	480,943	896,853.71	187	480,943	415,910.71-
	10 10	FLORIDA PRIME INTEREST	0	68,281.53		0	700,391.03		0	700,391.03-
	10 11	INTEREST/CBOS	0	.00		0	.00		0	.00
	10 *	INTEREST	40,085	136,876.19	342	480,943	1,644,332.00	342	480,943	1,163,389.00-
	30 00	NET INC/DEC FMV INVESTMNT	0	331,384.69		0	578,395.76		0	578,395.76-
	40 00	GAIN/(LOSS) SALE INVEST	0	18,258.93-		0	171,863.47-		0	171,863.47
	40 02	UNREALIZED GAIN/(LOSS)	0	.00		0	.00		0	.00
	40 *	GAIN/(LOSS) SALE INVEST	0	18,258.93-		0	171,863.47-		0	171,863.47
361	**	INTEREST & OTHER EARNINGS	40,085	450,001.95	1123	480,943	2,050,864.29	426	480,943	1,569,921.29-
362	00 00	RENT AND ROYALTIES								
		RENT AND ROYALTIES	112	.00		1,300	1,300.00	100	1,300	.00
362	**	RENT AND ROYALTIES	112	.00		1,300	1,300.00	100	1,300	.00
364		DISPOSITION FIXED ASSETS								
	00 00	DISPOSITION FIXED ASSETS	0	.00		0	9,046.90-		0	9,046.90
	10 00	GAIN/(LOSS)SALE OF F/A	0	.00		0	23,900.96		0	23,900.96-
364	**	DISPOSITION FIXED ASSETS	0	.00		0	14,854.06		0	14,854.06-
365		SALE SURPLUS MTRLS &SCRAP								
	00 00	SALE SURPLUS MTRLS &SCRAP	265	.00		3,180	4,919.16	155	3,180	1,739.16-
365	**	SALE SURPLUS MTRLS &SCRAP	265	.00		3,180	4,919.16	155	3,180	1,739.16-
369		OTHER MISC REVENUES								
	90 00	OTHER MISC REVENUES	4,317	2,345.45	54	51,705	76,830.58	149	51,705	25,125.58-
	90 06	SETTLEMENTS	602,500	.00		3,125,000	3,125,000.00	100	3,125,000	.00
	90 *	OTHER MISC REVENUES	606,817	2,345.45		3,176,705	3,201,830.58	101	3,176,705	25,125.58-
	96 00	INSURANCE REFUND/PROCEEDS	0	2,960.78		0	81,199.02		0	81,199.02-
369	**	OTHER MISC REVENUES	606,817	5,306.23	1	3,176,705	3,283,029.60	103	3,176,705	106,324.60-
360	***	MISCELLANEOUS REVENUES	647,279	455,308.18		3,662,128	5,354,967.11		3,662,128	1,692,839.11-
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
100% OF YEAR LAPSED

ACCOUNTING PERIOD 12/2025

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER FUND										
ACCOUNT		ACCOUNT DESCRIPTION	***** ESTIMATED	CURRENT ACTUAL	***** %REV	***** ESTIMATED	YEAR-TO-DATE ACTUAL	***** %REV	ANNUAL ESTIMATE	UNREALIZED 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	162,560	.00		5,743,844	.00		5,743,844	5,743,844.00
	99 *	BALANCE FORWARD	162,560	.00		5,743,844	.00		5,743,844	5,743,844.00
389	**	NON OPERATING SOURCES	162,560	.00		5,743,844	.00		5,743,844	5,743,844.00
380	***	OTHER SOURCES(NON-REV)	162,560	.00		5,797,280	53,436.00		5,797,280	5,743,844.00
FUND TOTAL WATER/SEWER FUND			7,453,403	7,485,570.93		89,181,604	87,089,252.35		89,181,604	2,092,351.65
GRAND TOTAL			7,453,403	7,485,570.93		89,181,604	87,089,252.35		89,181,604	2,092,351.65

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	15132	20728.80	137	181529	178958.68	99	.00	181529	2570.32	99
11 **	EXECUTIVE SALARIES	15132	20728.80	137	181529	178958.68	99	.00	181529	2570.32	99
12-00	REGULAR SALARIES & WAGES	958158	1170592.03	122	12202904	10108615.23	83	.00	12202904	2094288.77	83
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	23541	5533.05	24	82206	87737.70	107	.00	82206	5531.70	107
12-15	SETTLEMENT WAGES	0	.00	0	0	.00	0	.00	0	.00	0
12 **	REGULAR SALARIES & WAGES	981699	1176125.08	120	12285110	10196352.93	83	.00	12285110	2088757.07	83
13-00	OTHER SALARIES & WAGES	58252	73569.69	126	718888	602143.79	84	.00	718888	116744.21	84
13 **	OTHER SALARIES & WAGES	58252	73569.69	126	718888	602143.79	84	.00	718888	116744.21	84
14-00	OVERTIME	134121	117438.71	88	964584	1056508.25	110	.00	964584	91924.25	110
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	134121	117438.71	88	964584	1056508.25	110	.00	964584	91924.25	110
15-00	SPECIAL PAY	126	52.05	41	378	202.40	54	.00	378	175.60	54
15 **	SPECIAL PAY	126	52.05	41	378	202.40	54	.00	378	175.60	54
20-00	CLOTHING/SHOE ALLOWANCE	2899	150.97	5	25810	24118.13	93	.00	25810	1691.87	93
20 **	CLOTHING/SHOE ALLOWANCE	2899	150.97	5	25810	24118.13	93	.00	25810	1691.87	93
21-00	FICA TAXES	90474	103853.46	115	971402	907409.66	93	.00	971402	63992.34	93
21 **	FICA TAXES	90474	103853.46	115	971402	907409.66	93	.00	971402	63992.34	93
22-00	RETIREMENT CONTRIBUTIONS	175637	207475.79	118	1874871	1820632.95	97	.00	1874871	54238.05	97
22-01	POLICE/FIRE	0	.00	0	0	.00	0	.00	0	.00	0
22-03	NON FRS RETIREMENT CONT	471	737.00	157	5564	5864.99	105	.00	5564	300.99	105
22 **	RETIREMENT CONTRIBUTIONS	176108	208212.79	118	1880435	1826497.94	97	.00	1880435	53937.06	97
23-00	INSURANCES	2801	3488.97	125	33075	27062.37	82	.00	33075	6012.63	82
23-02	RETIREEES OTHER INSURANCES	13156	9435.00	72	157806	125713.92	80	.00	157806	32092.08	80
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	236176	320275.52	136	3292549	2472708.49	75	.00	3292549	819840.51	75
23-05	HEALTH RETIREES 50%	1988	975.08	49	23856	9263.26	39	.00	23856	14592.74	39
23-06	HEALTH RETIREES 100%	3976	3894.52	98	47712	49659.48	104	.00	47712	1947.48	104
23-07	DENTAL INSURANCE	13467	12973.91	96	159033	103828.49	65	.00	159033	55204.51	65
23-08	VISION INSURANCE	2616	2307.27	88	30823	18790.65	61	.00	30823	12032.35	61
23-09	LONG TERM DISABILITY	2883	3999.44	139	33908	31045.12	92	.00	33908	2862.88	92
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	277063	357349.71	129	3778762	2838071.78	75	.00	3778762	940690.22	75
24-00	WORKER'S COMPENSATION	38780	22789.17	59	464860	201947.69	43	.00	464860	262912.31	43
24 **	WORKER'S COMPENSATION	38780	22789.17	59	464860	201947.69	43	.00	464860	262912.31	43
25-00	UNEMPLOYMENT COMPENSATION	837	.00	0	10000	154.51	2	.00	10000	9845.49	2
25 **	UNEMPLOYMENT COMPENSATION	837	.00	0	10000	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	17200.00	123	160800	136905.05	85	.00	160800	23894.95	85
27 **	BENEFIT OFFSET	14000	17200.00	123	160800	136905.05	85	.00	160800	23894.95	85
31-00	PROFESSIONAL SERVICES	18608	74279.00	399	222532	131430.15	59	29702.50	222532	61399.35	72
31-01	LEGAL EXPENSES	45842	876.00	2	551690	94714.40	17	27259.01	551690	429716.59	22
31-02	MEDICAL SERVICES	0	.00	0	0	.00	0	.00	0	.00	0
31-03	ENGINEERING SERVICES	225788	161619.55	72	2792665	1867505.39	67	877942.19	2792665	47217.42	98
31-27	TCR PROJECT-COCOA	22566	2963.89	13	270847	23701.64	9	247145.35	270847	.01	100
31-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
31 **	PROFESSIONAL SERVICES	312804	239738.44	77	3837734	2117351.58	55	1182049.05	3837734	538333.37	86

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	167517	77359.38	46	2051372	1626853.38	79	66390.02	2051372	358128.60	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	167517	77359.38	46	2051372	1626853.38	79	66390.02	2051372	358128.60	83
39-00	CONTINGENCY	565335-	.00	0	329317	.00	0	.00	329317	329317.00	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	565335-	.00	0	329317	.00	0	.00	329317	329317.00	0
40-00	TRAVEL AND PER DIEM	1338	3.06	0	15748	6327.52	40	.00	15748	9420.48	40
40-01	CAR ALLOWANCE	0	.00	0	0	.00	0	.00	0	.00	0
40 **	TRAVEL AND PER DIEM	1338	3.06	0	15748	6327.52	40	.00	15748	9420.48	40
41-00	COMMUNICATION	17306	13869.35	80	207319	184420.82	89	12182.94	207319	10715.24	95
41 **	COMMUNICATION	17306	13869.35	80	207319	184420.82	89	12182.94	207319	10715.24	95
42-00	FREIGHT & POSTAGE SERVICE	1155	14363.30	1244	13615	30470.11	224	.00	13615	16855.11-	224
42 **	FREIGHT & POSTAGE SERVICE	1155	14363.30	1244	13615	30470.11	224	.00	13615	16855.11-	224
43-00	ELECTRIC/WATER/SEWER	155261	186536.74	120	2394099	1917779.53	80	456491.07	2394099	19828.40	99
43 **	ELECTRIC/WATER/SEWER	155261	186536.74	120	2394099	1917779.53	80	456491.07	2394099	19828.40	99
44-00	RENTAL AND LEASES	12731	1480.13	12	67220	59303.08	88	.00	67220	7916.92	88
44-21	DUKE ENERGY-GENERATOR	0	.00	0	0	.00	0	.00	0	.00	0
44 **	RENTAL AND LEASES	12731	1480.13	12	67220	59303.08	88	.00	67220	7916.92	88
45-00	INSURANCE	108436	.00	0	1301232	1293017.92	99	.00	1301232	8214.08	99
45 **	INSURANCE	108436	.00	0	1301232	1293017.92	99	.00	1301232	8214.08	99
46-00	REPAIRS & MAINTENANCE	520723	514408.20	99	6360592	5518088.54	87	339268.55	6360592	503234.91	92

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	44536	18332.54	41	538507	217589.84	40	294532.07	538507	26385.09	95
46-03	REPAIR/MAINT-VEHICLES	60285	66998.16	111	365171	376045.57	103	1650.00	365171	12524.57	103
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	625544	599738.90	96	7264270	6111723.95	84	635450.62	7264270	517095.43	93
47-00	PRINTING & BINDING	3122	15388.78	493	34896	33809.78	97	.00	34896	1086.22	97
47 **	PRINTING & BINDING	3122	15388.78	493	34896	33809.78	97	.00	34896	1086.22	97
48-00	PROMOTIONAL ACTIVITIES	2087	879.50	42	25000	9153.83	37	.00	25000	15846.17	37
48 **	PROMOTIONAL ACTIVITIES	2087	879.50	42	25000	9153.83	37	.00	25000	15846.17	37
49-00	OTHER CHARGES & OBLIG.	23270	842.87	4	174890	153878.21	88	5.00	174890	21006.79	88
49-02	ADVERTISING	0	.00	0	0	.00	0	.00	0	.00	0
49-07	BAD DEBT EXPENSE	0	79035.04	0	0	33237.04	0	.00	0	33237.04	0
49-08	CASH OVER & UNDER	0	95.06	0	0	151.42	0	.00	0	151.42	0
49-09	DOCUMENT RECORDING CHGS	500	290.00	58	6000	2502.50	42	2742.50	6000	5760.00	4
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.	23770	77997.23	328	180890	184764.17	102	2747.50	180890	6621.67	104
51-00	OFFICE SUPPLIES	1348	2731.66	203	22929	12848.62	56	.00	22929	10080.38	56
51 **	OFFICE SUPPLIES	1348	2731.66	203	22929	12848.62	56	.00	22929	10080.38	56
52-00	OPERATING SUPPLIES	95672	65110.30	68	869715	769916.12	89	9686.42	869715	90112.46	90
52-02	UNIFORMS-PURCHASED	136	.00	0	1200	927.00	77	.00	1200	273.00	77
52-07	JANITORIAL SUPPLIES	1115	386.99	35	10240	9110.11	89	.00	10240	1129.89	89
52-09	CHEMICALS	563617	624220.87	111	7013821	5623607.28	80	779498.21	7013821	610715.51	91
52-30	FUEL OIL & LUBRICANTS	35054	56092.10	160	578010	354998.57	61	25000.00	578010	198011.43	66
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	695594	745810.26	107	8472986	6758559.08	80	814184.63	8472986	900242.29	89
53-00	ROAD MATERIALS/SUPPLIES	3728-	1260.00	34-	15000	2091.43	14	.00	15000	12908.57	14
53 **	ROAD MATERIALS/SUPPLIES	3728-	1260.00	34-	15000	2091.43	14	.00	15000	12908.57	14
54-00	MEMBERSHIP/PUBLICATIONS	3455	30.00	1	41031	34907.27	85	.00	41031	6123.73	85
54 **	MEMBERSHIP/PUBLICATIONS	3455	30.00	1	41031	34907.27	85	.00	41031	6123.73	85
55-00	TRAINING	3805	8320.00	219	114369	58996.15	52	1610.00	114369	53762.85	53
55-01	EDA PROGRAM	424	.00	0	5000	.00	0	.00	5000	5000.00	0
55 **	TRAINING	4229	8320.00	197	119369	58996.15	49	1610.00	119369	58762.85	51
56-00	TECHNOLOGY SYSTEMS	0	.00	0	0	.00	0	.00	0	.00	0
56-15	IT-RELATED OPERATING EXP	31857	30004.45	94	325983	284185.93	87	768.08	325983	41028.99	87
56 **	TECHNOLOGY SYSTEMS	31857	30004.45	94	325983	284185.93	87	768.08	325983	41028.99	87
59-00	DEPRECIATION EXPENSE	0	.00	0	0	3049.17	0	.00	0	3049.17-	0
59 **	DEPRECIATION EXPENSE	0	.00	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	23570	81689.35	347	551763	212807.37	39	316783.80	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	664058	.00	0	664058	.00	0	48736.00	664058	615322.00	7
63 **	INFRASTRUCTURE	687628	81689.35	12	1215821	212807.37	18	365519.80	1215821	637493.83	48
64-00	MACHINERY & EQUIPMENT	104140	28170.02	27	1001863	876068.41	87	94082.96	1001863	31711.63	97
64-15	IT HARDWARE	36122	.00	0	461145	142152.50	31	.00	461145	318992.50	31
64-60	SBITA INTANG ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY & EQUIPMENT	140262	28170.02	20	1463008	1018220.91	70	94082.96	1463008	350704.13	76

DETAIL BUDGET REPORT SUMMARY BY OBJECT
100% OF YEAR LAPSED
WITHOUT FIXED CHARGES

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	29142	58975.72	202	349583	349582.26	100	.00	349583	.74	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	2831	.00	0	33928	30778.93	91	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	31973	58975.72	185	383511	380361.19	99	3148.79	383511	1.02	100
72-32	LEASED ASSET-GENERATOR	7010	13304.28	190	84098	84097.74	100	.00	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	46	.00	0	497	488.41	98	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	7056	13304.28	189	84595	84586.15	100	8.43	84595	.42	100
73-00	OTHER DEBT SERVICE COST	275	.00	0	3300	825.00	25	.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	3300	825.00	25	.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	165	.00	0	1000	.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	165	.00	0	1000	.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)	654067	654056.88	100	7848683	7848683.00	100	.00	7848683	.00	100
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)	486553	486553.08	100	6270746	6270745.85	100	.00	6270746	.15	100
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	1140620	1140609.96	100	27732567	27732566.85	100	.00	27732567	.15	100
94-01	TXFR TO GF OH ALLOC (001)	697369	697361.67	100	8368340	8368340.04	100	.00	8368340	.04-	100
94 **	INTERFUND TRANSFER	697369	697361.67	100	8368340	8368340.04	100	.00	8368340	.04-	100
95-01	TXFR TO GF 6% PLOFF (001)	147243	147241.13	100	1766894	1766894.00	100	.00	1766894	.00	100
95 **	NONOPERATING	147243	147241.13	100	1766894	1766894.00	100	.00	1766894	.00	100
FUND 421	TOTAL *****										
	WATER/SEWER FUND	6240573	6280031.80	101	89181604	78263485.64	88	3634633.89	89181604	7283484.47	92
GRAND	TOTAL *****										
		6240573	6280031.80	101	89181604	78263485.64	88	3634633.89	89181604	7283484.47	92



FY 2025 Budget by Classification Report - Summary Listing

9/30/2025

Target for September 2025 is 100%

FUND 423 - STORMWATER FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
*STORMWATER ASSESSMENT	\$ 2,299,404	\$ -	\$ 2,311,590	\$ (12,186)	101%
CHARGES FOR SERVICES	\$ -	\$ -	\$ -	\$ -	0%
INTERGOVERNMENTAL/GRANT	\$ 51,222	\$ -	\$ 51,222	\$ 0	100%
MISCELLANEOUS	\$ 500	\$ -	\$ 252,593	\$ (252,093)	50519%
**OTHER SOURCES (NON-REVENUE)	\$ 1,030,634	\$ -	\$ -	\$ 1,030,634	0%
REVENUE TOTALS	\$ 3,381,760	-	\$ 2,615,405	\$ 766,355	77%
EXPENSE					
SALARIES AND BENEFITS	\$ 638,667	\$ -	\$ 552,501	\$ 86,166	87%
OPERATING EXPENDITURES	\$ 690,274	\$ 11,513	\$ 504,236	\$ 174,525	73%
CAPITAL OUTLAY	\$ 1,629,220	\$ 72,639	\$ 1,568,334	\$ (11,752)	96%
OTHER SOURCES (NON-REVENUE)	\$ 2,599	\$ 238	\$ 2,360	\$ 1	91%
NON-OPERATING USES	\$ 421,000	\$ -	\$ 421,000	\$ -	100%
EXPENSE TOTALS	\$ 3,381,760	\$ 84,389	\$ 3,048,430	\$ 248,940	93%
REVENUE TOTALS	\$ 3,381,760	\$ -	\$ 2,615,405	\$ 766,355	77%
EXPENSE TOTALS	\$ 3,381,760	\$ 84,389	\$ 3,048,430	\$ 248,940	93%
	\$ -	\$ (84,389)	\$ (433,026)	\$ 517,415	

*Stormwater Assessment Revenues come in November-March

CITY OF COCOA, FLORIDA

FUND 423 STORMWATER UTILITY		ACCOUNT	*****	CURRENT	*****	*****	YEAR-TO-DATE	*****	ANNUAL	UNREALIZED
ACCOUNT		DESCRIPTION	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
320		OTHER PERMITS & FEES								
325		SPECIAL ASSESSMENT								
	23 01	STRMWTR SPEC ASSMNT	0	.00		2,179,197	2,180,145.83	100	2,179,197	948.83-
	23 02	DELINQUENT TAX	837	540.79	65	10,000	302.71	3	10,000	9,697.29
	23 03	PENALTIES	0	51.57		0	9,321.14		0	9,321.14-
	23 04	TAX CERTIFICATES	9,194	.00		110,207	121,819.88	111	110,207	11,612.88-
	23 *	STORMWATER	10,031	592.36	6	2,299,404	2,311,589.56	101	2,299,404	12,185.56-
325	**	SPECIAL ASSESSMENT	10,031	592.36	6	2,299,404	2,311,589.56	101	2,299,404	12,185.56-
320	***	OTHER PERMITS & FEES	10,031	592.36		2,299,404	2,311,589.56		2,299,404	12,185.56-
330		INTERGOVERNMENTAL REVENUE								
331		FEDERAL GRANTS								
	50 01	FEDERAL DISASTER REIMB	0	.00		0	.00		0	.00
331	**	FEDERAL GRANTS	0	.00		0	.00		0	.00
334		STATE GRANT								
	36 35	US1/FOREST AV S/W FACILTY	17,074	.00		51,222	51,221.96	100	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	.00		51,222	51,221.96	100	51,222	.04
334	**	STATE GRANT	17,074	.00		51,222	51,221.96	100	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	12,422-	.00		0	.00		0	.00
	10 *	SHARED REV - BREVARD CTY	12,422-	.00		0	.00		0	.00
338	**	SHARED REVENUE LOCAL UNIT	12,422-	.00		0	.00		0	.00
330	***	INTERGOVERNMENTAL REVENUE	4,652	.00		51,222	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		*****	CURRENT	*****	*****	YEAR-TO-DATE	*****	ANNUAL	UNREALIZED
ACCOUNT	ACCOUNT DESCRIPTION	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE

360		MISCELLANEOUS REVENUES							
361		INTEREST & OTHER EARNINGS							
10 00		INTEREST	0	74.87	0	1,074.25		0	1,074.25-
10 02		INVESTMENT INTEREST	0	1,498.59	0	28,413.66		0	28,413.66-
10 10		FLORIDA PRIME INTEREST	0	9,231.44	0	151,282.47		0	151,282.47-
10 *		INTEREST	0	10,804.90	0	180,770.38		0	180,770.38-
30 00		NET INC/DEC FMV INVESTMNT	0	9,074.11	0	10,550.91		0	10,550.91-
40 00		GAIN/(LOSS) SALE INVEST	0	820.69-	0	1,815.44-		0	1,815.44
40 02		UNREALIZED GAIN/(LOSS)	0	.00	0	.00		0	.00
40 *		GAIN/(LOSS) SALE INVEST	0	820.69-	0	1,815.44-		0	1,815.44
361	**	INTEREST & OTHER EARNINGS	0	19,058.32	0	189,505.85		0	189,505.85-
364	00 00	DISPOSITION FIXED ASSETS	0	.00	0	62,587.27		0	62,587.27-
364	**	DISPOSITION FIXED ASSETS	0	.00	0	62,587.27		0	62,587.27-
366	00 00	CONTRIBUTIONS & DONATIONS	100	.00	500	500.00	100	500	.00
366	**	CONTRIBUTIONS & DONATIONS	100	.00	500	500.00	100	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	19,058.32	500	252,593.11		500	252,093.11-
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	156,240	.00	1,030,634	.00		1,030,634	1,030,634.00
99 *		BALANCE FORWARD	156,240	.00	1,030,634	.00		1,030,634	1,030,634.00
389	**	NON OPERATING SOURCES	156,240	.00	1,030,634	.00		1,030,634	1,030,634.00

380	***	OTHER SOURCES(NON-REV)	156,240	.00	1,030,634	.00	1,030,634	1,030,634.00
	FUND	TOTAL STORMWATER UTILITY	171,023	19,650.68	3,381,760	2,615,404.63	3,381,760	766,355.37
	GRAND	TOTAL	171,023	19,650.68	3,381,760	2,615,404.63	3,381,760	766,355.37

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	12861	27034.51	210	315629	265492.33	84	.00	315629	50136.67	84
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	0	15.48	0	0	15.48	0	.00	0	15.48-	0
12 **	REGULAR SALARIES & WAGES	12861	27049.99	210	315629	265507.81	84	.00	315629	50121.19	84
13-00	OTHER SALARIES & WAGES	23432	17446.08	75	84367	93301.85	111	.00	84367	8934.85-	111
13 **	OTHER SALARIES & WAGES	23432	17446.08	75	84367	93301.85	111	.00	84367	8934.85-	111
14-00	OVERTIME	1587	648.54	41	10000	9518.14	95	.00	10000	481.86	95
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	1587	648.54	41	10000	9518.14	95	.00	10000	481.86	95
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	87	.00	0	870	700.00	81	.00	870	170.00	81
20 **	CLOTHING/SHOE ALLOWANCE	87	.00	0	870	700.00	81	.00	870	170.00	81
21-00	FICA TAXES	2451	3456.32	141	29346	27836.41	95	.00	29346	1509.59	95
21 **	FICA TAXES	2451	3456.32	141	29346	27836.41	95	.00	29346	1509.59	95
22-00	RETIREMENT CONTRIBUTIONS	4413	6926.91	157	52956	52540.53	99	.00	52956	415.47	99
22-01	GASB68 PENS EXP	0	.00	0	0	.00	0	.00	0	.00	0
22 **	RETIREMENT CONTRIBUTIONS	4413	6926.91	157	52956	52540.53	99	.00	52956	415.47	99
23-00	INSURANCES	88	106.07	121	990	770.48	78	.00	990	219.52	78
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23-04	MEDICAL	2975	9082.36	305	80240	71135.55	89	.00	80240	9104.45	89
23-07	DENTAL INSURANCE	334	386.40	116	3920	2810.34	72	.00	3920	1109.66	72
23-08	VISION INSURANCE	61	73.15	120	644	519.38	81	.00	644	124.62	81
23-09	LONG TERM DISABILITY	90	137.43	153	1003	917.82	92	.00	1003	85.18	92
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	3548	9785.41	276	86797	76153.57	88	.00	86797	10643.43	88
24-00	WORKER'S COMPENSATION	4401	2638.31	60	52702	22452.43	43	.00	52702	30249.57	43
24 **	WORKER'S COMPENSATION	4401	2638.31	60	52702	22452.43	43	.00	52702	30249.57	43
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	750.00	150	6000	4490.21	75	.00	6000	1509.79	75
27 **	BENEFIT OFFSET	500	750.00	150	6000	4490.21	75	.00	6000	1509.79	75
31-00	PROFESSIONAL SERVICES	4207	41928.00	997	132240	50487.66	38	600.01	132240	81152.33	39
31-01	LEGAL EXPENSES	49	.00	0	500	500.00	100	.00	500	.00	100
31-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
31 **	PROFESSIONAL SERVICES	4256	41928.00	985	132740	50987.66	38	600.01	132740	81152.33	39
34-00	CONTRACT SERVICES	22252	31885.14	143	267002	242859.71	91	604.03	267002	23538.26	91
34-10	COST OF GENERAL FUND SVCS	0	.00	0	0	.00	0	.00	0	.00	0
34 **	CONTRACT SERVICES	22252	31885.14	143	267002	242859.71	91	604.03	267002	23538.26	91
39-00	CONTINGENCY	1515	.00	0	36972	.00	0	.00	36972	36972.00	0
39 **	CONTINGENCY	1515	.00	0	36972	.00	0	.00	36972	36972.00	0
40-00	TRAVEL & PER DIEM	243	.00	0	2850	113.23	4	.00	2850	2736.77	4
40 **	TRAVEL & PER DIEM	243	.00	0	2850	113.23	4	.00	2850	2736.77	4
41-00	COMMUNICATION	173	37.42	22	2076	537.25	26	1538.75	2076	.00	100
41 **	COMMUNICATION	173	37.42	22	2076	537.25	26	1538.75	2076	.00	100
42-00	POSTAGE & FREIGHT	49	.00	0	500	28.73	6	.00	500	471.27	6
42 **	POSTAGE & FREIGHT	49	.00	0	500	28.73	6	.00	500	471.27	6
43-00	ELECTRIC/WATER/SEWER	2331	1382.34	59	16994	14957.71	88	2350.43	16994	314.14-	102

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	2331	1382.34	59	16994	14957.71	88	2350.43	16994	314.14-	102
44-00		RENTALS AND LEASES	250	.00	0	3000	170.78	6	.00	3000	2829.22	6
44 **		RENTALS AND LEASES	250	.00	0	3000	170.78	6	.00	3000	2829.22	6
45-00		INSURANCE	1308	.00	0	15124	15123.95	100	.00	15124	.05	100
45 **		INSURANCE	1308	.00	0	15124	15123.95	100	.00	15124	.05	100
46-00		REPAIRS & MAINTENANCE	10425	34081.43	327	112028	91818.94	82	6393.65	112028	13815.41	88
46-02		REPAIR/MAINT BUILDING	0	.00	0	0	.00	0	.00	0	.00	0
46-03		REPAIR/MAINT-VEHICLES	3850	10442.67	271	46090	49922.99	108	.00	46090	3832.99-	108
46-15		INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **		REPAIRS & MAINTENANCE	14275	44524.10	312	158118	141741.93	90	6393.65	158118	9982.42	94
47-00		PRINTING & BINDING	49	.00	0	500	.00	0	.00	500	500.00	0
47 **		PRINTING & BINDING	49	.00	0	500	.00	0	.00	500	500.00	0
49-00		OTHER CHARGES & OBLIG.	91	.00	0	564	563.33	100	.00	564	.67	100
49-02		ADVERTISING	0	.00	0	0	.00	0	.00	0	.00	0
49-07		BAD DEBT EXPENSE	0	69.62-	0	0	1047.24-	0	.00	0	1047.24	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.	91	69.62-	77-	564	483.91-	86-	.00	564	1047.91	86-
51-00		OFFICE SUPPLIES	49	883.55	1803	500	1231.03	246	.00	500	731.03-	246
51 **		OFFICE SUPPLIES	49	883.55	1803	500	1231.03	246	.00	500	731.03-	246
52-00		OPERATING SUPPLIES	2895	2407.97	83	14547	13396.27	92	25.82	14547	1124.91	92
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	2604	1507.26	58	32198	19629.10	61	.00	32198	12568.90	61
52-33		EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0

FUND 423 STORMWATER UTILITY											
ELE OBJ		*****MONTH-TO-DATE*****			*****YEAR-TO-DATE*****			ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
ACCOUNT DESCRIPTION		BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP				
52 **	OPERATING SUPPLIES	5499	3915.23	71	46745	33025.37	71	25.82	46745	13693.81	71
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	234	.00	0	916	916.00	100	.00	916	.00	100
54 **	MEMBERSHIP/PUBLICATIONS	234	.00	0	916	916.00	100	.00	916	.00	100
55-00	TRAINING	2346-	.00	0	5673	2387.00	42	.00	5673	3286.00	42
55 **	TRAINING	2346-	.00	0	5673	2387.00	42	.00	5673	3286.00	42
56-15	IT-RELATED OPERATING EXP	0	.00	0	0	.00	0	.00	0	.00	0
56 **	TECHNOLOGY SYSTEMS	0	.00	0	0	.00	0	.00	0	.00	0
59-00	DEPRECIATION	0	.00	0	0	639.62	0	.00	0	639.62-	0
59 **	DEPRECIATION	0	.00	0	0	639.62	0	.00	0	639.62-	0
61-00	LAND	407	.00	0	2031	2030.20	100	.00	2031	.80	100
61 **	LAND	407	.00	0	2031	2030.20	100	.00	2031	.80	100
63-00	INFRASTRUCTURE	85666	105158.09	123	909456	871817.00	96	49630.90	909456	11991.90-	101
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	4652	.00	0	51222	51221.96	100	.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	18283	.00	0	201219	178210.40	89	23007.60	201219	1.00	100
63 **	INFRASTRUCTURE	108601	105158.09	97	1161897	1101249.36	95	72638.50	1161897	11990.86-	101
64-00	MACHINERY & EQUIPMENT	93926	.00	0	465292	465054.10	100	.00	465292	237.90	100
64-15	IT HARDWARE	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY & EQUIPMENT	93926	.00	0	465292	465054.10	100	.00	465292	237.90	100
65-00	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0

DETAIL BUDGET REPORT SUMMARY BY OBJECT
100% OF YEAR LAPSED
WITHOUT FIXED CHARGES

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	218	.00	0	2561	2322.94	91	237.64	2561	.42	100
71 **	PRINCIPAL	218	.00	0	2561	2322.94	91	237.64	2561	.42	100
72-00	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
72-35	SBITA - SAMSARA	5	.00	0	38	36.86	97	.64	38	.50	99
72 **	DEBT SERVICE - INTEREST	5	.00	0	38	36.86	97	.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	328128	328128.00	100	.00	328128	.00	100
94 **	INTERFUND TRANSFER	27344	27344.00	100	328128	328128.00	100	.00	328128	.00	100
FUND 423	TOTAL *****										
	STORMWATER UTILITY	334009	325689.81	98	3381760	3048430.47	90	84389.47	3381760	248940.06	93
GRAND	TOTAL *****										
		334009	325689.81	98	3381760	3048430.47	90	84389.47	3381760	248940.06	93

CITY COUNCIL AGENDA ITEM

Memo Date: October 10, 2025
Agenda Date: October 28, 2025
File ID: 2025-976
Prepared By: Zoie Badalov, Senior Budget Analyst
Through: Rebecca Bowman, Finance Director
Stockton Whitten, City Manager
Requested Action: FY 2025 September 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 September 30th, 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 for 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:

None

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Informational Item only

FY 2025 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 9/30/2025

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 9/30/2025

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 9/30/2025

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 9/30/2025

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	
09/15/2025	001-0000-389.99-50	\$117,745	ECONOMIC INCENTIVES RESOLUTION# 2025-061	
09/29/2025	001-0000-335.29-22	\$21,296	FIRE STATE CONTRIBUTIONS RESOLUTION# 2025-067	
	001-0000-335.29-21	\$61,996	POLICE STATE CONTRIBUTION RESOLUTION# 2025-067	
22	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	Division 0000 Total	\$13,114,049
22	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	GENERAL FUND	\$13,114,049
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

**FY 2025 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 9/30/2025**

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
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	
	105-0000-389.99-10	\$68,881	FY23 REMAINING BUDGET RESOLUTION# 2025-017	
	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
09/23/2025	107-0000-322.00-00	\$48,250	3RD PARTY BUILDING SVCS RESOLUTION# 2025-065	
2	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	Division 0000 Total	\$65,866
2	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	BUILDING PERMITS	\$65,866

FY 2025 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 9/30/2025

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
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 Amendments/Transfers	Total Budget Amendments/Transfers	Division 0000 Total	\$924,702
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

FY 2025 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 9/30/2025

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
12/12/2024	130-0000-331.90-02	\$121,204	UNEMCUMBERED ARPA ROLL RESOLUTION# 2024-114	399
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 Amendments/Transfers	Total Budget Amendments/Transfers	AMERICAN RESCUE PLAN FUND	\$414,160
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	

FY 2025 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 9/30/2025

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
01/28/2025			DEBT FINANCING	1775
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
	303-0000-389.99-50	(\$152,319)	RETAINAGE RES. #24-103	
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

FY 2025 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 9/30/2025

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
12/10/2024	304-0000-337.30-21	\$2,020	CAPITAL ROLL RESOLUTION# 2024-112	399
2	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	Division 0000 Total	\$135,744
2	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	DAY SLIPS / REVETMENT	\$135,744
11/12/2024	421-0000-389.99-50	\$3,144,828	ENC/BUDADJ PO ROLL	399
12/10/2024	421-0000-389.99-50	\$277,106	CAPITAL ROLL RESOLUTION# 2024-112	
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	

FY 2025 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 9/30/2025

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
05/13/2025	421-0000-369.90-06	\$450,000	WESTFLD STTLMNT CA-033989 RESOLUTION# 2025-029	399
	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
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	

FY 2025 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 9/30/2025

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
05/13/2025	423-0000-366.00-00	\$500	WALMART LAND DONATION RESOLUTION# 2025-027	399
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	
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	

FY 2025 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 9/30/2025

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment		Group Number
03/21/2025	424-0000-389.99-50	\$15,395	SDC REIMBURSABLE	RESOLUTION# 2025-014	399
	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	
04/22/2025	424-0000-381.91-21	\$528,113	BRANDES BUDG 4 OTHER PROJ	RESOLUTION# 2025-026	
05/13/2025	424-0000-389.99-50	(\$49,446)	PO#79678 LIQUIDATION	RESOLUTION# 2025-029	
	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	

**FY 2025 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 9/30/2025**

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
2	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	Division 0000 Total	\$4,323,343
2	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	TCR/SJR PROJECT	\$4,323,343
11/12/2024	520-0000-389.99-10	\$12,043	ENC/BUDADJ PO ROLL	399
1	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	Division 0000 Total	\$12,043
1	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	WORKERS COMPENSATION FUND	\$12,043
62 Transfers & Amendments Between Oct 1, 2024 and Sep 30, 2025 FY 2025 Total Transfer & Amendments \$62,348,967 NOTE: Group #s represent a complete transaction that will net to zero. Add all expenses for each group number, then subtract the revenues related to the same group number and your total will equal zero Report: Revenue Budget Tracking Worksheet Run by: Zoie R. Badalov Date: 10/15/2025				

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 9/30/2025

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	001-1000-511.48-00	\$1,000	ENC/BUDADJ	399
		001-1000-511.40-00	\$105		
	11/30/2024	001-1000-511.48-00	(\$500)	14) COUNCIL EVENT TABLES OCT-NOV CLEANUP	876
		001-1000-511.54-00	\$500		
2	Total Budget Amendments/Transfers		Division 1000 Total		\$1,105
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		
	09/01/2025	001-1100-512.11-00	(\$19,231)	14) COVER NEGATIVE ACCTS AUGUST CLEANUP	5252
3	Total Budget Amendments/Transfers		Division 1100 Total		(\$40,458)
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	001-1104-515.41-00	\$1,190	3) COVER VERIZON COSTS JULY CLEANUP	4753
		001-1104-515.54-00	(\$1,190)		

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 9/30/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
1104 - PLANNING	07/31/2025	001-1104-515.23-00	\$179	9) COVER NEGATIVE BALANCE JULY CLEANUP	4753
		001-1104-515.23-07	\$577		
		001-1104-515.27-00	\$1,046		
		001-1104-515.23-08	\$112		
		001-1104-515.23-04	\$19,091		
		001-1104-515.23-09	\$222		
	09/01/2025	001-1104-515.12-00	\$17,777	14) COVER NEGATIVE ACCTS AUGUST CLEANUP	5252
		001-1104-515.23-09	\$52		
		001-1104-515.23-00	\$48		
		001-1104-515.27-00	\$1,354		

4	Total Budget Amendments/Transfers	Division 1104 Total	\$136,431
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1203 - INFORMATION TECHNOLOGY

1203 - INFORMATION TECHNOLOGY	11/12/2024	001-1203-516.46-00	\$10,770	ENC/BUDADJ	399
		001-1203-516.41-00	\$546		
		001-1203-516.52-00	\$20,568		
		001-1203-516.56-15	\$8,380		
	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	001-1203-516.56-15	(\$15,380)	GENERAL IT BUDGET MAINT. JANUARY CLEANUP	2165
		001-1203-516.41-00	\$7,000		
		001-1203-516.64-15	\$8,380		
	02/28/2025	001-1203-516.63-00	\$0	FIBER RING PROJECT FEBRUARY	2397

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 9/30/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
1203 - INFORMATION TECHNOLOGY				CLEANUP	
	04/01/2025	001-1203-516.54-00	\$45,000	4)TECH MEMBERSHIP RENEWAL MARCH CLEANUP	3136
		001-1203-516.63-00	(\$45,000)		
	04/30/2025	001-1203-516.52-00	(\$24,483)	13) BLUE-ALLY RECLASS APRIL CLEANUP	3409
		001-1203-516.64-00	\$24,483		
	07/01/2025	001-1203-516.64-15	(\$600)	1) BLUEALLY REQ 49826 JUNE CLEANUP	4384
		001-1203-516.64-00	\$600		
		001-1203-516.46-00	(\$15,000)	13) COVER ISE COSTS JUNE CLEANUP	4384
		001-1203-516.31-00	\$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		
		001-1203-516.40-00	\$4,000		
		001-1203-516.41-00	\$6,000		
	09/01/2025	001-1203-516.64-15	\$6,000	10) COVER COSTS THRU YE AUGUST CLEANUP	5252
		001-1203-516.46-03	\$577		
		001-1203-516.46-00	(\$45,577)		
		001-1203-516.63-00	(\$11,517)		
		001-1203-516.52-00	\$50,517		
	09/23/2025	001-1203-516.64-15	\$6,580	ONE TIME PRINTER BUYOUT CLERK'S JOURNAL 9.23.25	5453
		001-1203-516.63-00	(\$6,580)		
		001-1203-516.52-00	\$36,229		
		001-1203-516.46-00	(\$20,000)		

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 9/30/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
1203 - INFORMATION TECHNOLOGY	09/23/2025	001-1203-516.56-15	(\$16,229)	ONE TIME PRINTER BUYOUT CLERK'S JOURNAL 9.23.25	5453
10	Total Budget Amendments/Transfers	Division 1203 Total		\$73,928	
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
		001-1500-513.12-12	\$1,851		
		001-1500-513.12-00	(\$2,151)		
	07/31/2025	001-1500-513.12-00	(\$904)	9) COVER NEGATIVE BALANCE JULY CLEANUP	4753
		001-1500-513.12-12	\$904		
4	Total Budget Amendments/Transfers	Division 1500 Total		\$420	
1505 - PROCUREMENT & BUDGETING					
1505 - PROCUREMENT & BUDGETING	07/31/2025	001-1505-513.49-00	\$10	9) COVER NEGATIVE BALANCE JULY CLEANUP	4753
		001-1505-513.51-00	(\$10)		
	09/01/2025	001-1505-513.49-00	\$825	6) RECLASS CERT FEES AUGUST CLEANUP	5252
		001-1505-513.55-00	(\$825)		

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 9/30/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
2	Total Budget	Division 1505 Total	\$0		
	Amendments/Transfers				
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	Division 1510 Total	\$0		
	Amendments/Transfers				
1600 - GENERAL OPERATIONS					
1600 - GENERAL OPERATIONS	11/12/2024	001-1600-513.31-00	\$69,063	ENC/BUDADJ	399
		001-1600-513.49-00	\$50,218		
		001-1600-513.32-00	\$60,800		
		001-1600-513.55-02	\$9,497		
		001-1600-513.34-00	\$12,218		
	12/10/2024	001-1600-513.39-01	\$475,735	CAPITAL ROLL RESOLUTION# 2024-112	1017
		001-1600-513.39-02	\$964,057		
		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 ESTIMATED DEBT FINANCING	1775
	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	1776

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 9/30/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
1600 - GENERAL OPERATIONS	01/31/2025			SERVICE COSTS	
	03/18/2025	001-1600-513.39-00	\$15,558	MATCH SOLID WASTE PMT SEE 3-18 CLERK'S JOURNAL	2599
	03/21/2025	001-1600-517.71-72	\$22,831	BRIGHTLY SBITA SEE 3-18 CLERK'S JOURNAL	2604
		001-1600-517.72-72	\$1,426		
		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
	09/01/2025	001-1600-513.52-30	(\$3,429)	3) COVER ACCT SHORTFALLS AUGUST CLEANUP	5252
		001-1600-513.40-00	\$18		
		001-1600-513.45-00	\$3,411		
	09/03/2025	001-1600-513.39-00	(\$55,000)	COVER PDCS COSTS THRU YE SEE 9-3 CLERK'S JOURNAL	5149
10	Total Budget		Division 1600 Total	\$851,078	

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 9/30/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
Amendments/Transfers					
1601 - EMERGENCY/DISASTER SVS					
1601 - EMERGENCY/DISASTER SVS	01/30/2025	001-1601-525.12-00	\$184,714	MILTON REIMBURSABLE RESOLUTION# 2025-005	1758
		001-1601-525.23-09	\$85		
		001-1601-525.23-04	\$5,987		
		001-1601-525.24-00	\$336		
		001-1601-525.49-00	\$19,604		
		001-1601-525.46-02	\$8,279		
		001-1601-525.22-03	\$67		
		001-1601-525.21-00	\$13,499		
		001-1601-525.23-07	\$220		
		001-1601-525.23-00	\$81		
		001-1601-525.23-08	\$39		
		001-1601-525.22-01	\$6,526		
		001-1601-525.22-00	\$1,576		
	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	001-1801-513.13-00	(\$9,529)	9) COVER NEGATIVE BALANCE JULY	4753

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 9/30/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment		Group Number
1801 - HUMAN RESOURCES	07/31/2025	001-1801-513.12-00	(\$7,000)	CLEANUP		4753
		001-1801-513.12-12	\$30,529			
		001-1801-513.52-00	(\$80)			
		001-1801-513.41-00	\$80			
		001-1801-513.11-00	(\$14,000)			
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	001-1805-513.56-15	\$12,915	5)CORRECT CIVIC PLUS BUDG	JUNE CLEANUP	4384
		001-1805-513.23-04	(\$12,915)			
	07/31/2025	001-1805-513.12-12	\$7,536	9) COVER NEGATIVE BALANCE	JULY CLEANUP	4753
		001-1805-513.13-00	(\$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

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 9/30/2025

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
		001-1905-559.56-15	(\$379)		
	09/15/2025	001-1905-559.31-00	\$117,745	CONSERVATION CREDITS RESOLUTION# 2025-061	5230
4	Total Budget Amendments/Transfers		Division 1905 Total		\$340,245
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	001-1906-513.12-00	(\$904)	9) COVER NEGATIVE BALANCE JULY CLEANUP	4753
		001-1906-513.12-12	\$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	001-2100-521.64-00	\$117,383	ENC/BUDADJ	399
		001-2100-521.56-15	\$11,250		

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 9/30/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
2100 - POLICE ADMIN/OPERATIONS	11/12/2024	001-2100-521.52-38	\$416	ENC/BUDADJ	399
		001-2100-521.46-02	\$20,125		
	11/20/2024	001-2100-521.52-40	\$26,526	FY25 BPV GRANT RESOLUTION# 2024-104	665
		001-2100-521.52-00	(\$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	001-2100-521.14-00	\$14,000	ACCEPT FY25 JAG GRANT RESOLUTION# 2025-003	1592
		001-2100-521.48-01	\$1,653		
	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

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 9/30/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
2100 - POLICE ADMIN/OPERATIONS	01/28/2025	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 REPLACEMENT VEHICLE	1776
	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	001-2100-521.52-30	(\$22,080)	10) REPLACE K-9 VEHICLE APRIL CLEANUP	3409
		001-2100-521.46-03	(\$24,935)		
		001-2100-521.64-00	\$47,015		
	05/13/2025	001-2100-521.46-02	(\$31,126)	POLICE LOCKERROOM PROJECT SEE 5-13 CLERK'S JOURNAL	3521
		001-2100-521.62-00	\$31,275		
		001-2100-521.46-03	(\$149)		
	07/01/2025	001-2100-521.41-00	(\$1,320)	9) COVER TRONS THROUGH YE JUNE CLEANUP	4384
		001-2100-521.31-00	(\$1,680)		
		001-2100-521.49-00	\$3,000		
	07/10/2025	001-2100-521.64-00	\$22,695	NEW POLICE BOAT RESOLUTION# 2025-037	4310
	07/31/2025	001-2100-521.54-00	(\$2,475)	10) SHORE UP ACCOUNTS JULY CLEANUP	4753
		001-2100-521.31-00	(\$820)		

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 9/30/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
2100 - POLICE ADMIN/OPERATIONS	07/31/2025	001-2100-521.46-00	\$2,944	10) SHORE UP ACCOUNTS JULY CLEANUP	4753
		001-2100-521.34-00	\$351		
		001-2100-521.40-00	\$480		
		001-2100-521.12-06	\$18,608	9) COVER NEGATIVE BALANCE JULY CLEANUP	4753
		001-2100-521.12-00	(\$18,608)		
	09/01/2025	001-2100-521.12-00	(\$31,861)	14) COVER NEGATIVE ACCTS AUGUST CLEANUP	5252
		001-2100-521.12-12	\$19,228		
		001-2100-521.12-06	\$12,633		
		001-2100-521.49-02	\$105	5) COVER ADVERT SHORTFALL AUGUST CLEANUP	5252
		001-2100-521.52-00	(\$185)		
		001-2100-521.31-00	\$80		
		001-2100-521.52-00	(\$1,626)	5) COVER FACELOGICS INV. AUGUST CLEANUP	5252
		001-2100-521.34-00	\$1,626		
	09/29/2025	001-2100-521.22-02	\$61,996	POLICE STATE CONTRIBUTION RESOLUTION# 2025-067	5454

18	Total Budget Amendments/Transfers	Division 2100 Total	\$204,763
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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)		

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 9/30/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number	
2101 - POLICE COMMUNICATIONS	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			
	09/01/2025	001-2101-521.23-04	(\$19,390)	14) COVER NEGATIVE ACCTS AUGUST CLEANUP	5252	
		001-2101-521.14-00	\$19,390			
	7	Total Budget	Division 2101 Total			\$57,199
	Amendments/Transfers					
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)			
	09/01/2025	001-2132-524.12-12	\$451	14) COVER NEGATIVE ACCTS AUGUST	5252	

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 9/30/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
2132 - CODE ENFORCEMENT	09/01/2025	001-2132-524.12-00	(\$451)	CLEANUP	5252

3	Total Budget Amendments/Transfers	Division 2132 Total			\$0
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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	001-2200-522.46-03	\$5,000	13)UNEXPECTED VEHICLE REP JULY CLEANUP	4753
		001-2200-522.46-02	(\$5,000)		
		001-2200-522.22-00	\$2,510	9) COVER NEGATIVE BALANCE JULY CLEANUP	4753
		001-2200-522.23-04	(\$2,510)		
	09/03/2025	001-2200-522.34-00	\$55,000	COVER PDCS COSTS THRU YE SEE 9-3 CLERK'S JOURNAL	5149
	09/29/2025	001-2200-522.22-02	\$21,296	FIRE STATE CONTRIBUTIONS RESOLUTION# 2025-067	5454

5	Total Budget Amendments/Transfers	Division 2200 Total			\$78,796
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2201 - FIRE OPERATIONS

2201 - FIRE OPERATIONS	11/12/2024	001-2201-522.64-00	\$1,500,000	ENC/BUDADJ	399
		001-2201-522.46-00	\$9,816		
		001-2201-522.52-05	\$4,786		
		001-2201-522.34-00	\$16,000		
		001-2201-522.52-02	\$27,085		

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 9/30/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
2201 - FIRE OPERATIONS	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	001-2201-522.41-00	\$200	COMMUNICATIONS SHORTAGE FEBRUARY CLEANUP	2397
		001-2201-522.52-02	(\$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
		001-2201-522.64-15	\$18,750		
	04/01/2025	001-2201-522.52-02	(\$500)	1) COVER CHARGES UNTIL YE MARCH CLEANUP	3136

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 9/30/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
2201 - FIRE OPERATIONS	04/01/2025	001-2201-522.49-00	\$500	1) COVER CHARGES UNTIL YE MARCH CLEANUP	3136
		001-2201-522.12-00	(\$12,858)	8) COVER ACCRUAL PAYOUTS MARCH CLEANUP	3136
		001-2201-522.12-12	\$12,858		
	04/30/2025	001-2201-522.52-02	(\$1,134)	6) COVER ACCT THRU END FY APRIL CLEANUP	3409
		001-2201-522.47-00	\$1,134		
	06/10/2025	001-2201-522.12-00	(\$370,029)	COVER FIRE OVERTIME RESOLUTION# 2025-035	3917
		001-2201-522.23-04	(\$85,717)		
		001-2201-522.14-00	\$287,717		
		001-2201-522.15-00	\$168,029		
	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
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3200 - ADMINISTRATION

3200 - ADMINISTRATION	11/12/2024	001-3200-515.34-00	\$11,210	ENC/BUDADJ	399
		001-3200-515.31-16	\$4,204		
		001-3200-515.31-17	\$60,781		
		001-3200-515.46-04	\$130,560		

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 9/30/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3200 - ADMINISTRATION	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 Amendments/Transfers	Division 3200 Total		\$454,848
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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 Amendments/Transfers	Division 3500 Total		\$4,000
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3510 - STREET MANAGEMENT

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 9/30/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3510 - STREET MANAGEMENT	11/12/2024	001-3510-541.63-00	\$11,363	ENC/BUDADJ	399
		001-3510-541.46-00	\$74,998		
		001-3510-541.31-00	\$40,120		
		001-3510-541.34-00	\$6,418		
	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	001-3510-541.46-00	(\$10,000)	11) STRIPER REPLACEMENT APRIL CLEANUP	3409
		001-3510-541.64-00	\$10,000		
	07/01/2025	001-3510-541.46-03	\$18,034	15)COVER ACCOUNTS THRU YE JUNE CLEANUP	4384
		001-3510-541.46-00	(\$18,034)		
		001-3510-541.12-00	(\$229)	21) COVER PERSONAL SVCS JUNE CLEANUP	4384
		001-3510-541.12-12	\$229		

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 9/30/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3510 - STREET MANAGEMENT	07/08/2025	001-3510-541.81-00	\$4,289,942	FDOT SR524 LOCAL CONTRIB. RESOLUTION# 2025-042	4311
	07/31/2025	001-3510-541.64-00	\$28,500	7)UNEXPECTED VEH REPLCMNT JULY CLEANUP	4753
		001-3510-541.46-00	(\$15,000)		
		001-3510-541.31-00	(\$13,500)		
13	Total Budget Amendments/Transfers	Division 3510 Total			\$5,033,057
3520 - PARKS & BEAUTIFICATION					
3520 - PARKS & BEAUTIFICATION	11/12/2024	001-3520-572.63-07	\$1,512,525	ENC/BUDADJ	399
		001-3520-572.64-00	\$46,373		
	11/30/2024	001-3520-572.46-00	(\$10,000)	5) MOWING CONTRACTS OCT-NOV CLEANUP	876
		001-3520-572.34-09	\$10,000		
			001-3520-572.63-00	(\$15,000)	9) PICKLE BALL LIGHTS GEN OCT-NOV CLEANUP
	001-3520-572.63-07		\$15,000		
	12/10/2024		001-3520-572.46-03	\$7,209	CAPITAL ROLL RESOLUTION# 2024-112
		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
		001-3520-572.64-00	(\$67,000)	UNDO FY25 BUDGET ESTIMATE PW REPLACEMENT VEH#117	1774

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 9/30/2025

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	(\$48,000)	UNDO FY25 BUDGET ESTIMATE PW REPLACEMENT VEH#136	1774
	01/30/2025	001-3520-572.34-00	\$211	EMERGENCY NONREIMBURSABLE RESOLUTION# 2025-005	1758
		001-3520-572.31-03	\$6,540		
		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
		001-3520-572.46-00	(\$5,000)	SOLID WASTE MANAGEMENT FEBRUARY CLEANUP	2397
		001-3520-572.34-00	\$5,000		
	04/22/2025	001-3520-572.61-00	\$11,004	ALLEGRA DONATION .59 ACRE	3169

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 9/30/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3520 - PARKS & BEAUTIFICATION	04/22/2025			RESOLUTION# 2025-023	
		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	001-3520-572.34-00	\$5,000	16)COVER ACCOUNTS THRU YE JUNE CLEANUP	4384
		001-3520-572.46-00	(\$5,000)		
		001-3520-572.63-00	(\$20,000)	17) COVER R&M THRU YE JUNE CLEANUP	4384
		001-3520-572.46-00	\$20,000		
	07/31/2025	001-3520-572.46-02	\$10,000	1) SHORE UP ACCOUNTS JULY CLEANUP	4753
		001-3520-572.46-00	(\$10,000)		
		001-3520-572.46-02	\$12,000	9) COVER NEGATIVE BALANCE JULY CLEANUP	4753
		001-3520-572.44-00	\$1,000		
		001-3520-572.52-30	(\$2,013)		
		001-3520-572.40-00	\$13		
		001-3520-572.46-00	(\$12,000)		
		001-3520-572.46-03	\$1,000		
	08/26/2025	001-3520-572.63-00	(\$153,000)	PROVOST NFC EQUIPMENT RESOLUTION# 2025-056	5044
		001-3520-572.46-00	(\$132,000)		
		001-3520-572.64-07	\$315,000		
	09/01/2025	001-3520-572.34-09	\$30,000	7) RECLASS MOWING CHARGES AUGUST CLEANUP	5252
		001-3520-572.34-00	(\$30,000)		
		001-3520-572.52-00	\$5,000	8) SHORE UP ACCTS THRU YE AUGUST	5252

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 9/30/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3520 - PARKS & BEAUTIFICATION	09/01/2025	001-3520-572.52-30	(\$5,050)	CLEANUP	5252
		001-3520-572.49-00	\$50		
16	Total Budget Amendments/Transfers	Division 3520 Total		\$2,371,975	
3540 - PUBLIC WORKS- FLEET MAINT					
3540 - PUBLIC WORKS- FLEET MAINT	11/12/2024	001-3540-519.55-00	\$2,471	ENC/BUDADJ	399
		001-3540-519.64-00	\$173,227		
	12/10/2024	001-3540-519.56-15	\$15,000	CAPITAL ROLL RESOLUTION# 2024-112	1017
	02/28/2025	001-3540-519.20-00	\$275	COVER SHOE ALLOWANCE FEBRUARY CLEANUP	2397
		001-3540-519.12-00	(\$275)		
	07/01/2025	001-3540-519.46-03	\$12,000	19) COVER PARTS CONTRACT JUNE CLEANUP	4384
		001-3540-519.52-07	\$430		
		001-3540-519.64-00	(\$3,462)		
		001-3540-519.52-00	\$7,000		
		001-3540-519.56-15	(\$13,038)		
		001-3540-519.40-00	(\$430)		
		001-3540-519.55-00	(\$2,500)		
	07/08/2025	001-3540-519.64-00	\$63,608	FLEET 4-POST VEHICLE LIFT RESOLUTION# 2025-044	4302
	07/31/2025	001-3540-519.12-00	(\$1,047)	9) COVER NEGATIVE BALANCE JULY CLEANUP	4753
		001-3540-519.27-00	\$1,047		
		001-3540-519.56-15	(\$3,673)		

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 9/30/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3540 - PUBLIC WORKS-FLEET MAINT	07/31/2025	001-3540-519.52-00	\$3,673	9) COVER NEGATIVE BALANCE JULY CLEANUP	4753
	09/01/2025	001-3540-519.27-00	\$1,353	14) COVER NEGATIVE ACCTS AUGUST CLEANUP	5252
		001-3540-519.12-00	(\$1,353)		
		001-3540-519.46-00	(\$5,000)	16)COVER NAPA IBS YE COST AUGUST CLEANUP	5252
		001-3540-519.56-15	(\$7,000)		
		001-3540-519.34-00	\$31,000		
		001-3540-519.40-00	(\$1,000)		
7	Total Budget Amendments/Transfers		Division 3540 Total		\$272,306
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 Amendments/Transfers		Division 3550 Total		(\$15,558)
3560 - FACILITY MANAGEMENT					
3560 - FACILITY MANAGEMENT	11/12/2024	001-3560-519.56-15	\$14,772	ENC/BUDADJ	399
		001-3560-519.46-00	\$28,551		
		001-3560-519.64-00	\$152,754		
		001-3560-519.46-02	\$8,802		
	11/30/2024	001-3560-519.46-00	(\$8,000)	9) PICKLE BALL LIGHTS GEN OCT-NOV CLEANUP	876
		001-3560-519.44-00	\$8,000		
	12/10/2024	001-3560-519.64-00	\$44,161	CAPITAL ROLL RESOLUTION# 2024-112	1017

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 9/30/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3560 - FACILITY MANAGEMENT	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	001-3560-519.56-15	(\$14,771)	BRIGHTLY SBITA SEE 3-18 CLERK'S JOURNAL	2604
		001-3560-519.46-02	(\$9,486)		
	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 CLEANUP	4384
		001-3560-519.46-02	(\$25,000)		
		001-3560-519.52-02	\$380		
		001-3560-519.46-00	\$25,000		
		001-3560-519.52-07	(\$1,342)		
	08/26/2025	001-3560-519.62-00	\$335,300	STRADLEY CONCESSION STAND RESOLUTION# 2025-054	5043
	09/01/2025	001-3560-519.31-00	\$7,000	12) BANDSHELL ASSESSMENT AUGUST CLEANUP	5252
		001-3560-519.34-00	(\$7,000)		
		001-3560-519.64-00	(\$18,000)	16)COVER NAPA IBS YE COST AUGUST CLEANUP	5252
		001-3560-519.34-00	(\$10,000)	8) SHORE UP ACCTS THRU YE AUGUST CLEANUP	5252
		001-3560-519.52-00	\$10,000		

10	Total Budget Amendments/Transfers	Division 3560 Total	\$532,594
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3580 - CAPITAL PROJECTS MNGMT

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 9/30/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3580 - CAPITAL PROJECTS MNGMT	11/12/2024	001-3580-519.64-00	\$24,317	ENC/BUDADJ	399
	12/10/2024	001-3580-519.64-00	\$529,141	CAPITAL ROLL RESOLUTION# 2024-112	1017
		001-3580-519.63-07	\$85,000		
	06/01/2025	001-3580-519.48-00	\$300	1) SERVICE AWARD LUNCHEON MAY CLEANUP	3962
		001-3580-519.49-00	(\$300)		

3	Total Budget Amendments/Transfers	Division 3580 Total		\$638,458
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36	Total Budget Amendments/Transfers	GENERAL FUND		\$13,114,049
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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
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1	Total Budget Amendments/Transfers	CDBG		\$0
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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

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 9/30/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3240 - HOUSING GRANTS	03/18/2025	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	104-3240-554.12-00	(\$4)	HOME FY24-25 DISBURSEMENT RESOLUTION# 2025-021	2614
		104-3240-554.83-23	\$3		
		104-3240-554.39-00	(\$11,119)		
		104-3240-554.83-22	(\$1,669)		

3	Total Budget Amendments/Transfers	Division 3240 Total	\$167,872
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3	Total Budget Amendments/Transfers	BREVARD COUNTY HOME	\$167,872
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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
		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	Division 3240 Total	\$313,512
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FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 9/30/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
Amendments/Transfers					
2	Total Budget Amendments/Transfers	SHIP/HOUSING ASSISTANCE		\$313,512	
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)		
	09/01/2025	107-3200-524.13-00	(\$432)	14) COVER NEGATIVE ACCTS AUGUST CLEANUP	5252
		107-3200-524.12-12	\$432		
	09/23/2025	107-3200-524.34-00	\$121,530	BRUCE NELSON - BDM, LLC. RESOLUTION# 2025-065	5452
		107-3200-524.34-00	\$30,000	CAP GOVERNMENTAL SVCS RESOLUTION# 2025-065	5452
		107-3200-524.22-00	(\$14,000)	3RD PARTY BUILDING SVCS RESOLUTION# 2025-065	5452
		107-3200-524.13-00	(\$39,280)		
		107-3200-524.12-00	(\$30,000)		
		107-3200-524.23-04	(\$20,000)		
4	Total Budget Amendments/Transfers	Division 3200 Total		\$65,866	
4	Total Budget Amendments/Transfers	BUILDING PERMITS		\$65,866	
3230 - CRA ADMIN/OPERATIONS					
3230 - CRA ADMIN/OPERATIONS	11/12/2024	110-3230-559.63-00	\$10,224	ENC/BUDADJ	399
		110-3230-559.64-15	\$27,855		

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 9/30/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3230 - CRA ADMIN/OPERATIONS	11/12/2024	110-3230-559.31-00	\$38,700	ENC/BUDADJ	399
	12/10/2024	110-3230-559.61-00	\$70,372	CAPITAL ROLL RESOLUTION# 2024-112	1017
		110-3230-559.64-15	\$33,376		
		110-3230-559.63-00	\$800,000		
		110-3230-559.63-07	\$4,501		
		110-3230-559.64-00	\$23,993		
	01/06/2025	110-3230-559.39-00	(\$89,319)	SHORE UP CCRA TIF REVENUE RESOLUTION# CCRA 2024-250	1596
	02/01/2025	110-3230-517.72-31	\$1,834	RECLASS DEBT SERVICE JANUARY CLEANUP	2165
		110-3230-559.71-00	(\$62,211)		
		110-3230-559.72-00	(\$1,834)		
		110-3230-517.71-31	\$62,211		
	02/05/2025	110-3230-559.31-01	\$5,000	LEGAL FEE TOP-UP RESOLUTION# CCRA-2025-007	1859
	04/30/2025	110-3230-559.40-00	\$1,829	7) COVER TRAVEL EXPENSE APRIL CLEANUP	3409
		110-3230-559.49-00	(\$694)		
		110-3230-559.55-00	(\$1,135)		
	07/01/2025	110-3230-559.64-15	(\$9,000)	20) INSPIRE COMPENSATION JUNE CLEANUP	4384
		110-3230-559.31-00	\$9,000		
		110-3230-559.12-12	\$864	21) COVER PERSONAL SVCS JUNE CLEANUP	4384
		110-3230-559.12-00	(\$864)		
	7	Total Budget Amendments/Transfers	Division 3230 Total		\$924,702

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 9/30/2025

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	111-3230-559.64-15	\$8,591	ENC/BUDADJ	399
		111-3230-559.31-00	\$38,700		
		111-3230-559.83-00	\$5,700		
	12/10/2024	111-3230-559.64-15	\$2,097	CAPITAL ROLL RESOLUTION# 2024-112	1017
		111-3230-559.63-00	\$181,226		
	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
		111-3230-559.83-00	\$10,000	CFIP PRGRM AWARD INCREASE RES# DSCRA-2025-044	2380
		111-3230-559.39-00	(\$10,000)		
	04/30/2025	111-3230-559.42-00	(\$100)	7) COVER TRAVEL EXPENSE APRIL CLEANUP	3409
		111-3230-559.40-00	\$100		
		111-3230-559.64-15	\$0	8) CORRECT PROJECT # APRIL CLEANUP	3409
	07/01/2025	111-3230-559.12-12	\$576	21) COVER PERSONAL SVCS JUNE CLEANUP	4384
		111-3230-559.12-00	(\$576)		

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 9/30/2025

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 9/30/2025

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 9/30/2025

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	142-2100-521.54-00	\$100	STATE FORFITURE FUNDS RESOLUTION# 2025-007	2164
		142-2100-521.55-00	\$6,975		
		142-2100-521.40-00	\$2,925		
	03/27/2025	142-2100-521.40-00	\$2,925	INTEL/LEADERSHIP TRAINING RESOLUTION# 2025-007	2726
		142-2100-521.54-00	\$100		
		142-2100-521.55-00	\$6,975		
		142-2100-521.40-00	(\$2,925)	STATE FORFITURE FUNDS REVERSE GROUP# 2025-02164	2726
		142-2100-521.54-00	(\$100)		
		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 9/30/2025

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
		201-1600-517.71-17	\$99,000		
		201-1600-517.72-16	\$19,640		
		201-1600-517.72-17	\$22,182		
	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
		303-3570-538.63-00	\$42,646		
		303-3570-538.63-08	\$62,043		
		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 9/30/2025

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	DAY SLIPS /		\$135,744	

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 9/30/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
Amendments/Transfers			REVETMENT		
1506 - INVENTORY					
1506 - INVENTORY	04/30/2025	421-1506-536.12-00	\$48,037	1) COVER WAGES THRU FY APRIL CLEANUP	3409
		421-1506-536.14-00	\$5,492		
		421-1506-536.13-00	(\$55,529)		
		421-1506-536.22-00	\$2,000		
	07/01/2025	421-1506-536.51-00	(\$20)	14) BUSINESS CARDS JUNE CLEANUP	4384
		421-1506-536.47-00	\$20		
		421-1506-536.27-00	\$2,400	21) COVER PERSONAL SVCS JUNE CLEANUP	4384
		421-1506-536.23-04	(\$2,400)		
	07/31/2025	421-1506-536.34-00	\$1,800	6) COVER WM CC CHARGE JULY CLEANUP	4753
		421-1506-536.46-00	(\$1,800)		
		421-1506-536.23-07	\$34	9) COVER NEGATIVE BALANCE JULY CLEANUP	4753
		421-1506-536.23-04	(\$34)		
	09/01/2025	421-1506-536.12-00	\$4,000	14) COVER NEGATIVE ACCTS AUGUST CLEANUP	5252
		421-1506-536.23-07	\$183		
		421-1506-536.23-08	\$20		
		421-1506-536.23-04	(\$4,203)		
		421-1506-536.55-00	(\$695)	6)PORTO COOL UNITS + FEES AUGUST CLEANUP	5252
		421-1506-536.46-00	(\$4,000)		
		421-1506-536.34-00	\$1,100		
		421-1506-536.52-00	\$3,595		

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 9/30/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
4	Total Budget Amendments/Transfers		Division 1506 Total		\$0
1515 - UTILITY SUPPORT SERVICES					
1515 - UTILITY SUPPORT SERVICES	04/01/2025	421-1515-536.12-12	\$1,153	8) COVER ACCRUAL PAYOUTS MARCH CLEANUP	3136
		421-1515-536.12-00	(\$1,153)		
	07/31/2025	421-1515-536.12-00	(\$215)	9) COVER NEGATIVE BALANCE JULY CLEANUP	4753
		421-1515-536.20-00	\$215		
	09/01/2025	421-1515-536.42-00	(\$25)	14.2) COVER NEGATIVE ACCT AUGUST CLEANUP	5252
		421-1515-536.49-00	\$25		
3	Total Budget Amendments/Transfers		Division 1515 Total		\$0
4010 - WATER ADMINISTRATION					
4010 - WATER ADMINISTRATION	10/08/2024	421-4010-536.31-00	(\$270,847)	TCR PROJECT TASK #2 RESOLUTION #: 24-097	122
	11/12/2024	421-4010-536.31-01	\$131,151	ENC/BUDADJ	399
		421-4010-536.47-00	\$15,255		
		421-4010-536.31-00	\$15,270		
	11/30/2024	421-4010-536.31-01	(\$8,551)	15) LEAD & COPPER MAILERS OCT-NOV CLEANUP	876
		421-4010-536.47-00	\$8,551		
		421-4010-536.31-00	(\$13)	8) SAT PHONE SERVICES OCT-NOV CLEANUP	876
		421-4010-536.41-00	\$13		
	12/10/2024	421-4010-581.91-24	\$26,260	VORTEX MANHOLE LINING RESOLUTION# 2024-111	1019

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 9/30/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
4010 - WATER ADMINISTRATION	01/03/2025	421-4010-536.31-01	(\$1,910)	DECEMBER CLEANUP 4) LAB AUDIT	1525
		421-4010-536.31-00	\$1,910		
	02/01/2025	421-4010-536.31-00	(\$1,150)	LAB OVEN REPAIR JANUARY CLEANUP	2165
		421-4010-536.46-00	\$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
		421-4010-536.49-00	\$2,726	ORLANDO SW ASESSMENTS RESOLUTION# 2025-026	3172
	04/30/2025	421-4010-536.82-00	\$1,000	12) FSAWWA DONATION APRIL CLEANUP	3409
		421-4010-536.31-00	(\$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
		421-4010-536.15-00	\$378		
		421-4010-536.12-00	(\$1,754)		
		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)		

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
4010 - WATER ADMINISTRATION	07/08/2025	421-4010-536.39-00	(\$47,706)	FLEET 4-POST VEHICLE LIFT RESOLUTION# 2025-044	4302
		421-4010-581.91-01	\$47,706		
	07/31/2025	421-4010-536.12-00	(\$23,815)	9) COVER NEGATIVE BALANCE JULY CLEANUP	4753
		421-4010-536.12-12	\$23,815		
	09/03/2025	421-4010-536.39-00	(\$615,322)	DYAL GW SLUDGE DEWATERING SEE 9-3 CLERK'S JOURNAL	5148
14	Total Budget Amendments/Transfers		Division 4010 Total		(\$202,044)
4011 - EMERGENCY/DISASTER SVS					
4011 - EMERGENCY/DISASTER SVS	01/30/2025	421-4011-525.22-00	\$1,601	MILTON REIMBURSABLE RESOLUTION# 2025-005	1758
		421-4011-525.23-04	\$2,345		
		421-4011-525.23-00	\$28		
		421-4011-525.24-00	\$83		
		421-4011-525.21-00	\$4,802		
		421-4011-525.12-00	\$66,781		
		421-4011-525.49-00	\$5,706		
		421-4011-525.23-08	\$87		
		421-4011-525.23-09	\$16		
		421-4011-525.23-07	\$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 #:	122

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
4020 - DYAL PLANT				24-097	
	11/12/2024	421-4020-536.64-15	\$24,511	ENC/BUDADJ	399
		421-4020-536.56-15	\$12,207		
		421-4020-536.34-00	\$7,000		
		421-4020-536.55-00	\$3,687		
		421-4020-536.52-09	\$7,388		
		421-4020-536.31-03	\$11,622		
		421-4020-536.46-02	\$162,233		
		421-4020-536.46-00	\$96,488		
	01/03/2025	421-4020-536.46-00	(\$8,000)	DECEMBER CLEANUP 2) SWALE PROJECT SJRMWD	1525
		421-4020-536.31-03	\$8,000		
		421-4020-536.46-00	(\$500)	DECEMBER CLEANUP 8) REPLACE MGNT SHIRTS	1525
		421-4020-536.52-02	\$1,200		
		421-4020-536.42-00	\$500		
		421-4020-536.52-00	(\$1,200)		
	02/28/2025	421-4020-536.12-12	\$1,370	COVER ACCRUAL PAYOUT FEBRUARY CLEANUP	2397
		421-4020-536.12-00	(\$1,370)		
		421-4020-536.20-00	\$430	COVER SHOE ALLOWANCE FEBRUARY CLEANUP	2397
		421-4020-536.12-00	(\$430)		
	03/01/2025	421-4020-536.64-00	\$92,830	DYAL SCADA AC UNITS 02/01/25 CLERK'S JOURNAL	2534
		421-4020-536.46-00	(\$92,830)		
	04/01/2025	421-4020-536.55-00	\$15,000	3) SCADA SERVER TRAINING MARCH CLEANUP	3136

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 9/30/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
4020 - DYAL PLANT	04/01/2025	421-4020-536.52-09	(\$15,000)	3) SCADA SERVER TRAINING MARCH CLEANUP	3136
	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		
		421-4020-536.34-00	(\$60,000)	9) REPLENISH R&M ACCOUNT APRIL CLEANUP	3409
		421-4020-536.46-00	\$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
	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)		
		421-4020-536.52-09	(\$20,000)	12) NEW ROOFING CONTRACT JUNE CLEANUP	4384
		421-4020-536.46-02	\$20,000		
		421-4020-536.20-00	\$270	21) COVER PERSONAL SVCS JUNE CLEANUP	4384
		421-4020-536.12-12	\$2,262		

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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
4020 - DYAL PLANT	07/01/2025	421-4020-536.12-00	(\$3,655)	21) COVER PERSONAL SVCS JUNE CLEANUP	4384
		421-4020-536.13-00	\$1,123		
	07/31/2025	421-4020-536.52-30	(\$30,000)	5) COVER OPERATING COSTS JULY CLEANUP	4753
		421-4020-536.52-00	\$30,000		
		421-4020-536.49-00	\$6,000	5)COVER FDEP INSP INVOICE JULY CLEANUP	4753
		421-4020-536.52-30	(\$6,000)		
		421-4020-536.14-00	\$51,000	9) COVER NEGATIVE BALANCE JULY CLEANUP	4753
		421-4020-536.12-00	(\$57,999)		
		421-4020-536.13-00	\$6,824		
		421-4020-536.20-00	\$175		
	09/01/2025	421-4020-536.46-03	\$18,000	13) COVER FLEET COSTS AUGUST CLEANUP	5252
		421-4020-536.31-03	(\$18,000)		
		421-4020-536.63-07	\$48,736	13) FENCE 4 ELEVATED TANK AUGUST CLEANUP	5252
		421-4020-536.43-00	(\$48,736)		
		421-4020-536.12-00	(\$3,181)	14) COVER NEGATIVE ACCT AUGUST CLEANUP	5252
		421-4020-536.13-00	\$3,181		
	09/03/2025	421-4020-536.63-07	\$615,322	DYAL GW SLUDGE DEWATERING SEE 9-3 CLERK'S JOURNAL	5148
14	Total Budget Amendments/Transfers	Division 4020 Total		\$1,355,360	
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
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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	421-4025-536.12-00	(\$4,861)	COVER ACCRUAL PAYOUT FEBRUARY CLEANUP	2397
		421-4025-536.12-12	\$4,861		
		421-4025-536.12-00	(\$805)	COVER SHOE ALLOWANCE FEBRUARY CLEANUP	2397
		421-4025-536.20-00	\$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	421-4025-536.46-00	(\$44,700)	7) REPLACE VEHICLE #35 MAY CLEANUP	3962
		421-4025-536.64-00	\$44,700		
	07/01/2025	421-4025-536.20-00	\$1,400	21) COVER PERSONAL SVCS JUNE CLEANUP	4384
		421-4025-536.12-00	(\$1,987)		
		421-4025-536.12-12	\$587		
	07/31/2025	421-4025-536.49-00	(\$1,000)	14)SHOREUP OPERATING ACCT JULY CLEANUP	4753
		421-4025-536.52-07	\$1,000		
		421-4025-536.52-00	\$21,605		
		421-4025-536.44-00	(\$4,000)		
		421-4025-536.56-15	(\$6,726)		
		421-4025-536.64-00	(\$10,879)		
		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
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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
		421-4025-536.23-04	(\$8,214)		
		421-4025-536.12-12	\$561		
		421-4025-536.12-00	(\$67,347)		
	09/01/2025	421-4025-536.13-00	(\$2,150)	14) COVER NEGATIVE ACCT AUGUST CLEANUP	5252
		421-4025-536.12-12	\$2,150		
8	Total Budget Amendments/Transfers	Division 4025 Total			\$659,655
4055 - ENGINEERING					
4055 - ENGINEERING	11/12/2024	421-4055-536.63-00	\$774,587	ENC/BUDADJ	399
		421-4055-536.31-03	\$1,220,643		
	11/30/2024	421-4055-536.46-00	\$165	2) ENG CANON SERVICES OCT-NOV CLEANUP	876
		421-4055-536.55-00	(\$165)		
	12/10/2024	421-4055-536.63-00	\$210,574	CAPITAL ROLL RESOLUTION# 2024-112	1018
	04/01/2025	421-4055-536.12-00	(\$1,948)	8) COVER ACCRUAL PAYOUTS MARCH CLEANUP	3136
		421-4055-536.12-12	\$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	421-4055-536.12-00	(\$10,738)	21) COVER PERSONAL SVCS JUNE	4384

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
4055 - ENGINEERING	07/01/2025	421-4055-536.12-12	\$10,738	CLEANUP	4384
	09/01/2025	421-4055-536.55-00	(\$7,000)	1) VEHICLE REEPAIRS AUGUST CLEANUP	5252
		421-4055-536.46-00	\$43		
		421-4055-536.46-03	\$8,957		
		421-4055-536.49-00	(\$2,000)		
8	Total Budget Amendments/Transfers	Division 4055 Total		\$1,628,351	
4120 - SELLERS PLANT					
4120 - SELLERS PLANT	11/12/2024	421-4120-536.46-02	\$2,475	ENC/BUDADJ	399
		421-4120-536.46-00	\$17,429		
		421-4120-536.34-00	\$880		
		421-4120-536.63-00	\$45,243		
	02/28/2025	421-4120-536.20-00	\$565	COVER SHOE ALLOWANCE FEBRUARY CLEANUP	2397
		421-4120-536.12-00	(\$565)		
	05/13/2025	421-4120-536.63-00	(\$45,243)	PO#71959 LIQUIDATION RESOLUTION# 2025-029	3503
	06/01/2025	421-4120-536.46-00	(\$4,200)	4)CRANE RENT 4 TANK CLEAN MAY CLEANUP	3962
		421-4120-536.44-00	\$4,200		
	07/01/2025	421-4120-536.46-00	(\$3,520)	10) COVER AC RPLCMT SHORT JUNE CLEANUP	4384
		421-4120-536.64-00	\$3,520		
		421-4120-536.12-12	\$1,377	21) COVER PERSONAL SVCS JUNE CLEANUP	4384
		421-4120-536.12-00	(\$1,377)		
	421-4120-536.44-00	\$4,000	7) CRANE RENTAL OVERAGE JUNE	4384	

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number		
4120 - SELLERS PLANT	07/01/2025	421-4120-536.46-00	(\$4,000)	CLEANUP	4384		
		421-4120-536.46-00	(\$70)	8) COVER IT SHORTAGE JUNE CLEANUP	4384		
		421-4120-536.56-15	\$70				
	07/08/2025	421-4120-536.64-15	(\$10,000)	AERZEN BLOWER RENTAL SEE 7-8 CLERK'S JOURNAL	4303		
		421-4120-536.44-00	\$27,305				
		421-4120-536.46-00	(\$8,000)				
		421-4120-536.46-02	(\$6,900)				
		421-4120-536.51-00	(\$2,405)				
	07/31/2025	421-4120-536.12-00	(\$46,844)	9) COVER NEGATIVE BALANCE JULY CLEANUP	4753		
		421-4120-536.12-12	\$1,086				
		421-4120-536.14-00	\$45,758				
	09/01/2025	421-4120-536.46-03	\$2,650	11) COVER ACCT SHORTFALL AUGUST CLEANUP	5252		
		421-4120-536.52-09	(\$2,650)				
		421-4120-536.12-00	(\$11,001)	14) COVER NEGATIVE ACCT AUGUST CLEANUP	5252		
		421-4120-536.21-00	\$10,204				
		421-4120-536.23-04	(\$20,862)				
		421-4120-536.22-00	\$20,862				
		421-4120-536.12-12	\$797				
8		Total Budget		Division 4120 Total		\$20,784	
Amendments/Transfers							
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	1019		

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment		Group Number
4125 - SEWER FIELD OPERATIONS				RESOLUTION# 2024-111		
	02/28/2025	421-4125-536.12-12	\$19,239	COVER ACCRUAL PAYOUT	FEBRUARY CLEANUP	2397
		421-4125-536.12-00	(\$19,239)			
		421-4125-536.12-00	(\$195)	COVER SHOE ALLOWANCE	FEBRUARY CLEANUP	2397
		421-4125-536.20-00	\$195			
	06/01/2025	421-4125-536.52-30	(\$5,000)	8) VEHICLE REPAIRS	MAY CLEANUP	3962
		421-4125-536.44-00	(\$1,000)			
		421-4125-536.46-00	(\$5,000)			
		421-4125-536.46-03	\$16,000			
		421-4125-536.53-00	(\$5,000)			
		421-4125-536.43-00	\$1,000	9) COVER FPL COSTS	MAY CLEANUP	3962
		421-4125-536.46-00	(\$1,000)			
	07/01/2025	421-4125-536.23-04	(\$50,645)	21) COVER PERSONAL SVCS	JUNE CLEANUP	4384
		421-4125-536.14-00	\$41,234			
		421-4125-536.12-12	\$8,886			
		421-4125-536.20-00	\$525			
5	Total Budget Amendments/Transfers		Division 4125 Total		(\$22,624)	
23	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

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number		
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	423-3570-538.52-00	\$1,659	ENC/BUDADJ	399		
		423-3570-538.31-00	\$600				
		423-3570-538.63-00	\$407,522				
		423-3570-538.63-73	\$214,165				
		423-3570-538.63-35	\$51,222				
		423-3570-538.34-00	\$2				
		423-3570-538.63-00	(\$2,390)			RETAINAGE RES. #24-103 PO# 81782	666
		423-3570-538.63-73	(\$12,947)				
	01/01/2025	423-3570-538.63-00	\$7,790	CURED IN PLACE PIPELINING CLERK'S JOURNAL 12.10.24	1591		
		423-3570-538.39-00	(\$7,790)				
	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		

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3570 - STORMWATER UTILITY	03/21/2025	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	423-3570-538.52-30	(\$970)	14)COVER VEHICLE SHORTAGE APRIL CLEANUP	3409
		423-3570-538.64-00	\$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 RESOLUTION# 2025-027	3504
	05/27/2025	423-3570-538.63-00	\$8,460	ADDITIONAL PIPE LINING SEE 5-274 CLERK'S JOURNAL	3736
		423-3570-538.31-00	(\$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
		423-3570-538.13-00	\$61,865		

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EXPENSE TRANSFER/AMENDMENT DETAIL
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3570 - STORMWATER UTILITY	07/01/2025	423-3570-538.14-00	\$3,000	21) COVER PERSONAL SVCS JUNE CLEANUP	4384
		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)		
	09/01/2025	423-3570-538.45-00	\$52	14.1) COVER NEGATIVE ACCT AUGUST CLEANUP	5252
		423-3570-538.52-00	\$1,818		
		423-3570-538.49-00	\$47		
		423-3570-538.55-00	(\$3,077)		
		423-3570-538.43-00	\$994		
		423-3570-538.54-00	\$166		
12	Total Budget Amendments/Transfers		Division 3570 Total		\$1,082,356
12	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
	12/10/2024	424-4020-536.63-07	\$275,000	CAPITAL ROLL RESOLUTION# 2024-112	1018
		424-4020-536.62-00	\$75,000		

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 9/30/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
4020 - DYAL PLANT	12/10/2024	424-4020-536.63-00	\$1,580,747	CAPITAL ROLL RESOLUTION# 2024-112	1018
	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	424-4055-536.63-73	\$467,817	ENC/BUDADJ	399
		424-4055-536.63-08	\$13,610		
		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)	RETAINAGE RES. #24-103 PO# 81782	666
		424-4055-536.63-73	(\$23,146)		
		424-4055-536.63-00	(\$43,825)		
		424-4055-536.63-00	(\$16,747)	RETAINAGE RES. #24-103 PO# 82211	666

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 9/30/2025

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	(\$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
		424-4055-536.63-73	(\$467,817)	UNDO PO ROLL (ENC/BUDADJ) RESOLUTION# 2025-014	2600
		424-4055-536.63-08	(\$13,610)		
		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 Amendments/Transfers	Division 4055 Total		\$29,491,426	

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 9/30/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
4120 - SELLERS PLANT					
4120 - SELLERS PLANT	11/12/2024	424-4120-536.64-15	\$8,032	ENC/BUDADJ	399
		424-4120-536.63-00	\$49,446		
	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
13	Total Budget Amendments/Transfers		RENEWAL & REPLACE FUND		\$35,487,933

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 9/30/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
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	427-4020-536.31-36	\$180,566	TCR PROJECT TASK #2 RESOLUTION #: 24-097	122
		427-4020-536.31-34	\$1,354,235		
		427-4020-536.31-37	\$2,031,352		
		427-4020-536.31-35	\$677,117		
	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 RESOURCES	11/12/2024	520-1801-513.31-00	\$12,043	ENC/BUDADJ	399
1	Total Budget		Division 1801 Total		\$12,043

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 9/30/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
Amendments/Transfers					
1	Total Budget Amendments/Transfers		WORKERS COMPENSATION FUND		\$12,043
92 Transfers & Amendments Between Oct 1, 2024 and Sep 30, 2025					
FY 2025 Total Transfer & Amendments					\$62,348,967
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: 10/15/2025

CITY COUNCIL AGENDA ITEM

Memo Date: October 16, 2025
Agenda Date: October 28, 2025
File ID: 2025-995
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.cocoafl.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.

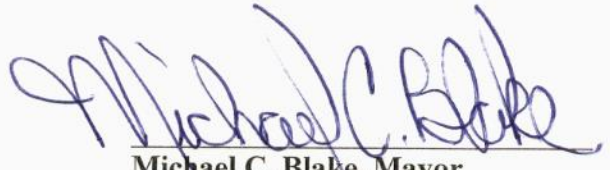
- c. The process of voting by ballot herein adopted supersedes the procedure for appointments of boards and committees established in Resolution 2013-99 of the City Council Rules of Procedure, Article XII, Section A.

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.

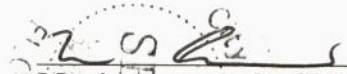
Section 4. **Severability.** If any section, subsection, sentence, clause, phrase, word, or portion of this Resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portion hereto.

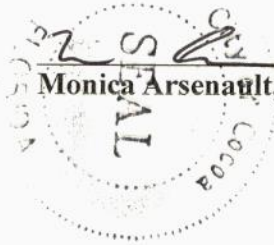
Section 5. **Effective Date.** This Resolution shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

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: October 16, 2025
Agenda Date: October 28, 2025
File ID: 2025-992
Prepared By: Breanna Earley, Assistant City Clerk
Through: Stockton Whitten, City Manager
Requested Action: Bi-Weekly Report for October 10, 2025 - October 23, 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: October 10, 2025 - October 23, 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: 1
- Closed: 2
- Fees Collected: \$0

Human Resources

- Employment opportunities link:
<https://www.governmentjobs.com/careers/cocoafl>
- New employees:
 - Ja'Quavious Smith, Police Officer, Police effective 9/22/2025
 - Kathryn Wolf, Staff Accountant, Finance/General Accounting effective 9/29/2025
- Recent promotions:
 - Megan Crutcher, Systems Analyst, Information Technology effective 9/22/2025
 - Jared Delbene, Utility Mechanic I, UT/WFO effective 9/22/2025

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- Anthony Elliott, Police Officer, Police effective 9/22/2025
- Upcoming retirements: None

Communication and Economic Development

- Media Stories:
 - [Florida's Space Coast Boasts An Under –The-Radar Riverfront Village Full of Art Vendors and Cute Shops](#)
 - [Jason Dowty: 'Being a Cocoa Police Officer is the Best Job in the World!'](#)
 - [City of Cocoa Awarded \\$1.49 Million Grant for Redesign of Lee Wenner Park Day Slips](#)
 - [Hundreds gathered at The Walk to End Alzheimer's Space Coast in Cocoa](#)
 - [Teen Reunites with Cocoa Police Officers and Firefighters Who Saved His Life](#)
 - [Cocoa-Brightline station agreement advances mixed-use development](#)
 - [Cocoa Police Force Welcomes New Officers Anthony Elliot, Ja'Quavious Smith](#)
 - [Five-hour Cocoa Standoff ended peacefully with suspect surrendering to SWAT, officers say](#)
- New News Releases:
 - [City of Cocoa Awarded \\$1.49 Million Grant for Redesign of Lee Wenner Park Day Slips](#)
- Social media/e-newsletter statistics:
 - [Facebook](#) (October 10, 2025 – October 21, 2025)
 - Post reach: 29.8k
 - Content interactions (previously called engagement): 205
 - Views (previously called impressions): 30k
 - Followers: 17,796
 - [X \(previously Twitter\)](#)
 - Followers: 3,802
 - [LinkedIn](#) (October 10, 2025 – October 20, 2025)
 - Impressions: 254
 - Followers: 1,566
 - [NextDoor](#) (October 10, 2025 – October 21, 2025)
 - Impressions: 192

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

- Members: 6,237
- November e-Newsletter
 - Scheduled to send 11/7/25
- Next printed FYI Newsletter mails January 2, 2026
- Upcoming special events at Leisure Services facilities:
 - 10/12/25, 6am: Space Coast Triathlon, Riverfront Park and Cocoa Village
 - 10/18-19/25, 10am: Fall Art and Craft Fair, Riverfront Park and Cocoa Village
 - 10/25/25, 3pm: Fall Festival in Cocoa Village, Riverfront Park and Cocoa Village
 - 10/25/25, 7pm: Halloween Golf Cart Parade, Cocoa Village
 - 10/31/25, 6pm: Village Idiot Pub Halloween Costume Street Party, Riverfront Park and Harrison Street

Community Services – update 10/22/25

- **New businesses – September 18 – October 18, 2025**

Commercial Business Name / DBA	Physical Address	# FT Employees	# Pt Employees	Council District	Description
Atlantic Air Inc	409 Center St, 32922	8	1	1	HVAC – New Owner
BFARR Enterprises LLC dba BFARR Contracting	310 Brunson Ave #106, 32922	5	0	1	Roofing contractor
Paint Protection Pro Inc	723 S Cocoa Blvd, 32922	1	1	1	Vehicle paint protection and graphics
Renewpro Roofing and Coatings LLC	310 Brunson Ave #102, 32922	5	0	1	Roofing contractor

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Puerto Cortes Honduras Restaurant LLC	1990 Michigan Ave #101, 32922	5	0	4	Full service restaurant
Space Coast Pizza WB LLC dba Domino's #3130	1620 Clearlake Rd, 32922	12	10	4	Pizza delivery & take out restaurant
Wash Rite Laundry-Cocoa LLC	1030 Clearlake Rd #200, 32922	2	1	2	Laundromat
Raven's Corner LLC dba Raven's Oasis	402 Brevard Ave Unit G, 32922	2	0	1	Candle and crystal metaphysical item shop
Home Business BTR	Physical Address	# FT Employees	# PT Employees	Council District	Description
EEC Chica LLC	2526 Auburn Dr, 32926	0	0	4	Drywall business
Magician Steve Hart LLC	1719 Dixon Blvd #45, 32922	0	0	4	Magician
Royalty Inspections Inc	1420 N Stetson Cir, 32922	1	0	4	Home inspection business
Greencare Property Services LLC	5254 Brilliance Cir, 32926	0	0	3	Lawn care business

September 18 – October 18: building inspections – 292

September 18 – October 18: building permits issued – 70

Finance

No report

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Fire Department

- Training with GIS on New Damage assessment app.
- Multiple PR events within the community
- Testing for new firefighter position the week of October 20th.
- Fire Chief working with inspectors on new projects and construction around the city.
- Monitoring the tropics closely for weather and hurricanes.
- Meeting with Brightline for upcoming event.

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 September 18 – October 9, 2025

- Activity/Event highlights:
 - Swear in of 2 officers on 9/25
- New project/training updates:
 - Lt. Stillwell and Lt. Baaden attended advanced Leadership training (SPI – CODC) in Orlando FL, 9/15-26
- Chief's walk highlights:
 - District 1 (Downtown Village 9/25 and 10/2
- Community engagement highlights/events:
 - CEU staff attended Clear Pond Fall Festival on 9/19
 - Tip a Cop event at Texas Roadhouse 10/08
 - CEU attended New Beginnings Child Care 9/16
 - CEU attended Walmart 40th Anniversary Calibration on 9/15
- Call stats-Crime Stats: August 22, 2025 – September 18, 2025
 - Property Crimes Offenses have decreased by 17%

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- Violent Crime Offenses have decreased by 12%
- Overall crime has decreased by 15%

Public Works

- **City**
 - Lee Wenner Park Parking Lot – Substantially Complete
 - 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
 - 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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