



**Agenda
City of Cocoa
Regular Meeting**

**December 9, 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 December 9, 2025.
2. Minutes: Regular Meeting of September 23, 2025.

III. Awards and Presentations:

1. National Homeless Persons Memorial Day

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. Authorize the City Manager to execute a purchase agreement with Axon Enterprise, Inc. for the procurement and implementation of three new docking stations and a redaction assistant user license for a total combined amount of \$20,097.90 based off of Sourcewell Contract 101223-AXN, and to approve an amendment to the existing Axon Enterprises Inc. contract with a current annual cost of **\$106,985.95** for a total cost of **\$119,790.25** this fiscal year and a grand

total of **\$555,027.96**. Approve Budget Transfer 26-017-T.

2. Approve a Resolution Amending the Budget for FY26, BAF 26-018-A, for Council approval for the use of Federal Forfeiture funds in the amount of \$20,000 to rehabilitate our fitness center by purchasing new fitness equipment.
3. Approval of a street closure for the Cape Kennedy Corvette Club.
4. Approve a Piggyback Agreement with Vortex Services for Manhole Rehabilitation Services 10 utilizing the HGAC (Houston-Galveston Area Council) National Cooperative Purchasing Contract No. TP07-25 Effective July 1, 2025 through June 30, 2029; Approve services in the amount of \$305,524 for FY26. Authorize the City Manager Execute Any Annual Renewal and Amendments Under the Original Contract.
5. To Approve a Purchase Order and Agreement with S-Works Construction Corp. under Equalis Group Cooperative Contract R10-1166D (Region 10 ESC) to install a Curb Cap Adapter and Five (5) Propeller Upblast Belt Drive Exhaust Fans for HSPS1; and To Approve a Resolution Authorizing the City Manager to Approve and Execute Change Orders in an Amount Not to Exceed \$10,411.39 for the total Combined Project Cost of \$115,500.
6. Approve Task Order #2026-09 with Myra Planning and Design for the development of multimodal transportation and land use plans and designs for the Brightline Multimodal Station District in the amount of \$372,871, utilizing the Continuing Service Agreement Q-23-01-COC. Approve a contingency amount of \$32,000, bringing the total authorized project cost to \$404,871. Further, approve a Resolution Amending the FY26 Budget (BAF #26-027-A) and a Project Contingency Resolution. Authorize the City Manager to approve change orders within the approved contingency amount.
7. Approve a Resolution Amending the FY26 Budget, BAF# 26-026-IFT, for \$180,638 for the replacement of the Fleet Fuel Island Canopy. Authorize the City Manager to execute a Construction Agreement and Purchase Order to S-Works Construction for \$164,216, utilizing Equalis Group Procurement Contract R10-1166D. Approve a Contingency Resolution for 10% or \$16,422.
8. Approve the use of the Brevard County Public Entity Purchasing Cooperative (BCPEPC) Contract B-22-394-B-WH through March 9, 2026, for the purchase of petroleum products for City of Cocoa vehicles and equipment. Authorize the City Manager to execute a Change Order to Blanket Purchase Order #84101 with Palmdale Oil Company in the amount of \$425,000 to cover fuel inventory purchases.
9. Request approval of the Revised Fiscal Year 2026 Pay Plan
10. Request Council approval of an Amended and Restated Interlocal Agreement

between the City of Cocoa and Cocoa CRA for the Community Policing Program. This agreement is effective in Fiscal Year 2026. Request Council approval of the Resolution amending the FY 26 Budget, BAF# 26-025-IFT2-PD-Police Overtime for \$88,000.

11. Approve and authorize the City Manager to execute a multi-year amendment to the vehicle and equipment parts management and supply agreement by and between Genuine Parts Company (dba NAPA Auto Parts) and the City of Cocoa, utilizing the Florida Sheriffs Association contract FSA-HCS-IBS1.0 – Integrated Business Solutions, through September 16, 2029; Approve a Blanket Purchase Order up to \$800,000 to Genuine Parts Company for FY-2026 vehicle and equipment-related parts and services purchases; Approve a Purchase Order for budgeted operating expenses up to \$160,500 for FY-2026; Authorize the City Manager to approve fiscal year Change Orders up to the budgeted amount for FY26.

VI. Public Hearings:

1. Approval of the First Addendum to the Amended and Restated Solid Waste Agreement.
2. Windward Preserve Final Plat
3. Request Council to approve Ordinance 13-2025 on First Reading, Approving a Non-Exclusive Natural Gas Franchise Between the City of Cocoa and Pivotal Utility Holdings, Inc. d/b/a Florida City Gas, and Consideration of Approval of the Franchise Agreement.
4. PZ 25-00200015 Michael C. Blake Subdivision Large Scale Site Plan and PZ 25-00100002 (Michael C. Blake Subdivision) Preliminary Plat
5. PZ 25-02000005 Reasonable Accommodation and Certified Recovery Residence Ordinance 12-2025 1st Read

VII. Council Business:

1. Consider the Reappointment of Angelia Smith and Crystal McQueen and the appointment of Amy Robinson to the Diamond Square CRA.
2. City Council Liaison Appointments and Appointment of the Space Coast League of Cities & Florida League of Cities Voting Delegates & Alternates for 2026.
3. Annual Appointment of the Deputy Mayor.

VIII. City Business:

1. Approve a piggyback of Stafford County, Virginia contract RFP 25005 for

Grant Management Services with Merchant McIntyre Associates using contingency in the amount of \$51,000.00; Approve a Resolution Amending the FY26 Budget, BAF #2026-21-T; Authorize the City Manager to execute the contract, issue the purchase order, and approve budget modifications up to \$102,000 should staff wish to continue services beyond the initial six-month trial period.

2. Approve the Second Addendum to the Improvement Agreement and authorize the Mayor to execute the Agreement.

IX. Informational Agenda:

1. Informational Only - The City of Cocoa's Open Board Vacancies.
2. Bi-Weekly Report for November 14, 2025 - December 4, 2025.

X. Reports:

XI. Adjournment:

XII. Notice to the Public:

This is a public meeting. All interested parties may attend in person. The facility wherein this public meeting will be held is accessible to the physically handicapped. In accordance with the Americans With Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk of the City of Cocoa, listed below, at least 48 hours prior to the meeting: Monica Arsenault, City Clerk, 65 Stone Street, Cocoa, by telephone at (321) 433-8488 or via email at marsenault@cocoafl.gov. Additionally, interested persons may view or listen to the meeting electronically at the following internet sites:

1. <https://cocoafl.gov/291/City-Meetings> or
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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.

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CITY COUNCIL AGENDA ITEM

Memo Date: July 30, 2025
Agenda Date: December 9, 2025
File ID: 2025-799
Prepared By: Monica Arsenault, City Clerk
Through: Stockton Whitten, City Manager
Requested Action: Approve the agenda for the December 9, 2025 City Council meeting as written or with amendments.

BACKGROUND:

N/A

PRIORITY AREA CONNECTION:

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approve the agenda for the December 9, 2025 City Council meeting as written or with amendments.



**Agenda
City of Cocoa
Regular Meeting**

December 9, 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 December 9, 2025. (2025-799).
2. Minutes: Second Budget Hearing of September 23, 2025. (2025-800).

III. Awards and Presentations:

1. Proclamation: National Homeless Persons' Memorial Day. (2025-1160). (Mayor Blake)

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. Authorize the City Manager to execute a purchase agreement with Axon Enterprise, Inc. for the procurement and implementation of three new docking stations and a redaction assistant user license for a total combined amount of \$20,097.90 based off of Sourcwell Contract 101223-AXN, and to approve an amendment to the existing Axon Enterprises Inc. contract with a current annual cost of \$106,985.95 for a total cost of \$119,790.25 this fiscal year and a grand total of \$555,027.96. Approve Budget Transfer 26-017-T. (2025-1064). (Police Chief)

2. Approve a Resolution Amending the Budget for FY26, BAF 26-018-A, for Council approval for the use of Federal Forfeiture funds in the amount of \$20,000 to rehabilitate our fitness center by purchasing new fitness equipment. (2025-1063). (Police Chief)
3. Approval of a street closure for the Cape Kennedy Corvette Club. (2025-1072). (Comm. & Economic Development Director)
4. Approve a Piggyback Agreement with Vortex Services for Manhole Rehabilitation Services 10 utilizing the HGAC (Houston-Galveston Area Council) National Cooperative Purchasing Contract No. TP07-25 Effective July 1, 2025 through June 30, 2029; Approve services in the amount of \$305,524 for FY26. Authorize the City Manager Execute Any Annual Renewal and Amendments Under the Original Contract. (2025-1073). (Utilities Director)
5. To Approve a Purchase Order and Agreement with S-Works Construction Corp. under Equalis Group Cooperative Contract R10-1166D (Region 10 ESC) to install a Curb Cap Adapter and Five (5) Propeller Upblast Belt Drive Exhaust Fans for HSPS1; and To Approve a Resolution Authorizing the City Manager to Approve and Execute Change Orders in an Amount Not to Exceed \$10,411.39 for the total Combined Project Cost of \$115,500. (2025-1074). (Utilities Director)
6. Approve Task Order #2026-09 with Myra Planning and Design for the development of multimodal transportation and land use plans and designs for the Brightline Multimodal Station District in the amount of \$372,871, utilizing the Continuing Service Agreement Q-23-01-COC. Approve a contingency amount of \$32,000, bringing the total authorized project cost to \$404,871. Further, approve a Resolution Amending the FY26 Budget (BAF #26-027-A) and a Project Contingency Resolution. Authorize the City Manager to approve change orders within the approved contingency amount. (2025-1142). (Public Works Director)
7. Approve a Resolution Amending the FY26 Budget, BAF# 26-026-IFT, for \$180,638 for the replacement of the Fleet Fuel Island Canopy. Authorize the City Manager to execute a Construction Agreement and Purchase Order to S-Works Construction for \$164,216, utilizing Equalis Group Procurement Contract R10-1166D. Approve a Contingency Resolution for 10% or \$16,422. (2025-1155). (Public Works Director)
8. Approve the use of the Brevard County Public Entity Purchasing Cooperative (BCPEPC) Contract B-22-394-B-WH through March 9, 2026, for the purchase of petroleum products for City of Cocoa vehicles and equipment. Authorize the City Manager to execute a Change Order to Blanket Purchase Order #84101 with Palmdale Oil Company in the amount of \$425,000 to cover fuel inventory purchases. (2025-1156). (Public Works Director)
9. Request approval of the Revised Fiscal Year 2026 Pay Plan. (2025-1158). (HR Director)
10. Request Council approval of an Amended and Restated Interlocal Agreement between the City of Cocoa and Cocoa CRA for the Community Policing Program. This agreement is effective in Fiscal Year 2026. Request Council approval of the Resolution amending the FY 26 Budget, BAF# 26-025-IFT2-PD-Police Overtime for \$88,000. (2025-1161). (Community Services Director)

11. Approve and authorize the City Manager to execute a multi-year amendment to the vehicle and equipment parts management and supply agreement by and between Genuine Parts Company (dba NAPA Auto Parts) and the City of Cocoa, utilizing the Florida Sheriffs Association contract FSA-HCS-IBS1.0 – Integrated Business Solutions, through September 16, 2029; Approve a Blanket Purchase Order up to \$800,000 to Genuine Parts Company for FY-2026 vehicle and equipment-related parts and services purchases; Approve a Purchase Order for budgeted operating expenses up to \$160,500 for FY-2026; Authorize the City Manager to approve fiscal year Change Orders up to the budgeted amount for FY26. (2025-1008). (Public Works Director)

VI. Public Hearings:

1. Approval of the First Addendum to the Amended and Restated Solid Waste Agreement. (2025-1141). (Comm. & Economic Development Director)
2. Windward Preserve Final Plat. (2025-924). (Planning/Aspire)
3. Request Council to approve Ordinance 13-2025 on First Reading, Approving a Non-Exclusive Natural Gas Franchise Between the City of Cocoa and Pivotal Utility Holdings, Inc. d/b/a Florida City Gas, and Consideration of Approval of the Franchise Agreement. (2025-1159). (Finance Director/City Manager)
4. PZ 25-00200015 Michael C. Blake Subdivision Large Scale Site Plan and PZ 25-00100002 (Michael C. Blake Subdivision) Preliminary Plat. (2025-1077). (Planning)
5. PZ 25-02000005 Reasonable Accommodation and Certified Recovery Residence Ordinance 12-2025 1st Reading. (2025-1076). (Planner)

VII. Council Business:

1. Consider the Reappointment of Angelia Smith and Crystal McQueen and the appointment of Amy Robinson to the Diamond Square CRA. (2025-1153). (City Manager)
2. City Council Liaison Appointments and Appointment of the Space Coast League of Cities & Florida League of Cities Voting Delegates & Alternates for 2026. (2025-1164). (City Manager)
3. Annual Appointment of the Deputy Mayor. (2025-1165). (City Manager)

VIII. City Business:

1. Approve a piggyback of Stafford County, Virginia contract RFP 25005 for Grant Management Services with Merchant McIntyre Associates using contingency in the amount of \$51,000.00; Approve a Resolution Amending the FY26 Budget, BAF #2026-21-T; Authorize the City Manager to execute the contract, issue the purchase order, and approve budget modifications up to \$102,000 should staff wish to continue services beyond the initial six-month trial period. (2025-1082). (Comm. & Economic Development Director)
2. Approve the Second Addendum to the Improvement Agreement and authorize the Mayor to execute the Agreement. (2025-1196). (City Manager)

IX. Informational Agenda:

1. Informational Only - The City of Cocoa's Open Board Vacancies. (2025-1172). (City Clerk)
2. Bi-Weekly Report for November 14, 2025 – December 4, 2025. (2025-1173). (City Manager)

IX. Reports:

X. Adjournment:

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minutes. Only one presentation per person per item shall be allowed.

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CITY COUNCIL AGENDA ITEM

Memo Date: July 30, 2025
Agenda Date: December 9, 2025
File ID: 2025-800
Prepared By:
Through:
Requested Action: Approve the September 23, 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 23, 2025 Regular City Council meeting minutes as written or with amendments.

MINUTES
City of Cocoa
Regular Meeting of The City Council

September 23, 2025

A Regular City Council Meeting was held on Tuesday, September 23, 2025, in Cocoa City Hall, in City Council Chambers, located at 65 Stone Street, in Cocoa, Florida, 32922, as publicly noticed.

I. Opening Matters:

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

Councilmember Hearn provided the invocation, and Mr. Smith 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; Luci Ribeiro, Planner; Robert Beach, Chief Technology Officer; and Dalyn Sims, Helpdesk Support Tech.

II. Approval of Agenda and Minutes:

1. Agenda: Regular Meeting of September 23, 2025. (2025-781).

* **MOTION by Mayor Blake; Seconded by Deputy Mayor Weeks to approve the agenda with an amendment to remove item III.1 under Awards and Presentations and to add Council Business item VII.4, asking Council approval to apply for the National Railroad Partnership Program Grant to fund the construction of the Brightline Station.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Minutes: Minutes: Regular Meeting of August 12, 2025. (2025-782).

* **MOTION by Councilmember Koss; Seconded by Deputy Mayor Weeks to approve the minutes for the August 12, 2025 Regular City Council meeting with an amendment to page 15, under Councilmember Koss's report to include further information about the photos she shared.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

III. Awards and Presentations:

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

IV. Delegations:

William Kyle, 792 Kana Cir., Rockledge, shared his concerns regarding traffic on Factory Street and the speeders there. He would like to see speed bumps installed on that street to protect the residents.

Several members from Ignite! gave a presentation on wealth and prosperity in Cocoa and talked about their vision for Brevard County.

Mr. George Frazier, 221 Dixie Lane, Rockledge, speaking on behalf of the Success Center, talked about the summit they are hosting and shared that they are looking for partners.

Councilmember Hearn asked what they need from the City and how the City can support their initiative. In response, it was noted that they are looking for financial assistance, sponsorships and most importantly they are seeking partnerships.

Councilmember Koss asked if they are a non-profit organization. In response, it was confirmed that they are.

Bishop Anthony Hatcher, 217 Dixie Lane, Rockledge, shared that he has been a pastor in the area for a long time. He fully supports this initiative and is hopeful that they will be able to make this program free for those who need it. He thanked Council for their support and for the chance to talk about the summit.

Clinton Hatcher, 221 Dixie Lane, Rockledge, talked about the importance of family legacy. This is why they have put the summit together to share resources to put things in place and to help families build succession plans.

Anita Gibson, 451 Stone St., Cocoa, shared that she was approved for a home renovation a year ago and the buck was passed to Habitat for Humanity. She is still waiting to hear what's going to be done with her house. She stated that she has submitted all documentation necessary and she would like to get an update.

V. Consent Agenda:

1. To Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making Sole Source Purchase of Cal~Flo Liquid Lime from Burnett Lime Co., Inc., Campobello. SC.; To Authorize the City Manager to Approve Change Orders in an Amount not to Exceed the Total FY2026 Budget for Chemicals, pending the Adoption of the FY26 Budget. (2025-880). (Utilities Director)
2. Authorize the City Manager to Execute Contracts, Approve Annual Renewals, Amendments, and Change Orders to Individual Purchase Orders or between Chemical Providers in an Amount not to Exceed the Total Estimated FY2026 Adopted Budget for Chemicals. Accept the renewals to the contracts with Allied Universal Corp., Carmeuse Lime & Stone, We Soda, Univar Solutions USA, Inc., Matherson Tri-Gas, Inc., Thatcher Chemical of Florida, and Linde, Inc. (2025-881). (Utilities Director)
3. Request Council approval for the FY26 purchase of Smith & Wesson M&P 9 Metal Carry Comp firearms utilizing the State of Arizona contract CTR076266 in the amount of \$97,489.06 from Proforce Law Enforcement; Approve State of Arizona Cooperative Buying agreement allowing the City of Cocoa to participate as a member and authorize

the Purchasing Manager to electronically execute and submit the membership agreement document on the State of Arizona website. (2025-882). (Police Chief)

4. Approve a Budget Resolution and BAF #2025-042-A Amending the Fiscal Year 2025 Budget, for \$151,530 for Building Official Services through a Private Provider; Approve a Resolution waiving competitive bidding to allow continued use of Bruce Nelsen, CBO, as the City's contracted Building Official for FY 2025 and FY2026. (FY25 \$178,780 & FY26 \$180,000). Respectively, approve purchases of services by C.A.P. Government, Inc. under the City of Palm Bay contract IFB No. 09-0-2021/SZ CAP Continued Services through year-end in the amount not to exceed \$105,000 for FY25 and not to exceed \$95,000, the budgeted amount in FY26. Staff will return to the City Council if further funding is needed for either of these services. (2025-483). (Community Services Director)
5. To approve Resolution #2025-067 amending the FY 2025 budget through BAF 25-082-A, to true up the budgeted amounts for the state contributions for Police and Fire Pensions. (2025-891). (Finance Director)
6. To Approve a multi-year budgetary increase in estimated costs from \$90,000 to \$100,000 per year under the Cooperative Purchase Agreement with RingPower, Palm Bay, Florida, to Provide Annual Maintenance and Technical Analysis Services for Twenty-Two (22) Generators Operated by the Dyal Water Treatment Plant Utilizing the Sourcewell Contract RFP #092222, not to exceed a total amount of \$100,000 for FY25 and for fiscal year 2026 and 2027 subject to the adopted budget. (2025-906). (Utilities Director)
7. *****This Item is Confidential per FS 119.0725 and Not for Public Release*****

Authorize the City Manager to negotiate and approve a multi-year maintenance agreement and related lease agreements and addenda for copiers through Sissine's Office Systems, Inc who is an authorized distributor of information technology critical infrastructure. (2025-886). (Chief Technology Officer)
8. *****This Item is Confidential per FS 119.0725 and Not for Public Release*****

Authorize renewal of maintenance agreement to provide critical IT infrastructure, pending the adoption of the FY26 Budget. Approved resolution to waive competitive bidding. (2025-889). (Chief Technology Officer)
- * **MOTION by Deputy Mayor Weeks; Seconded by Councilmember Koss 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. Ordinance 02-2025 LDR Amendment Creating Four Corners Overlay District [Request to postpone to a date certain of October 14th, 2025]. (2025-911). (Planner)

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

- * **MOTION by Deputy Mayor Weeks; Seconded by Mayor Blake to postpone this item to a date certain of the Regular City Council meeting of October 14, 2025 at 6pm at Cocoa City Hall, 65 Stone St., Cocoa, FL 32922.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Ordinance 01-2025 Large Scale Comprehensive Plan Text Amendment Four Corners Overlay District [Request to postpone to a date certain of October 14th, 2025]. (2025-912). (Planner)

- * **MOTION by Deputy Mayor Weeks; Seconded by Councilmember Goins to postpone this item to a date certain of the Regular City Council meeting of October 14, 2025 at 6pm at Cocoa City Hall, 65 Stone St., Cocoa, FL 32922.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

3. Ordinance 11-2025 Sidewalk Café Permit Fees. (2025-907). (Planner)

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

Ordinance 11-2025

AN ORDINANCE OF THE CITY OF COCOA, FLORIDA, AMENDING CHAPTER 14, OFFENSES AND MISCELLANEOUS PROVISIONS, ARTICLE III, SIDEWALK CAFES, SECTION 14-68, PERMIT FEE, TO SPECIFY THAT THE ANNUAL PERMIT FEE FOR SIDEWALK CAFES SHALL BE ESTABLISHED VIA RESOLUTION OF THE

CITY COUNCIL; PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

Ms. Ribeiro explained that in 1999, the City Council adopted Ordinance 2-99, known as the City of Cocoa Sidewalk Café Ordinance, which established provisions for the operation of sidewalk cafés in the Cocoa Village Overlay Zoning District and designated boundaries for temporary café areas. Ordinance 2-99 set forth definitions, application requirements, insurance and liability standards, permitting procedures, enforcement mechanisms, and an initial application and annual permit fee.

The proposed Ordinance No. 11-2025 updates Section 14-68 of the City Code to align sidewalk café permit fees with the City's Planning and Zoning Fee Schedule. Instead of being hard-coded into the ordinance, the annual sidewalk café permit fee will now be determined by City Council resolution, consistent with the Planning & Zoning Fee Schedule. This change provides flexibility for Council to adjust sidewalk café fees as needed to reflect administrative costs, inflation, or policy changes, without requiring a code amendment.

The update promotes transparency and consistency in fee administration by consolidating all planning and zoning-related fees, including those for sidewalk cafés, under a single, Council-adopted fee schedule. This approach also ensures that future adjustments can be made efficiently as part of the broader fee resolution process.

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

- * **MOTION by Deputy Mayor Weeks; Seconded by Councilmember Koss to approve Ordinance No. 11-2025 amending Chapter 14, Offenses and Miscellaneous Provisions, Article III, Sidewalk Cafés, Section 14-68, "Permit Fees," to specify that the annual permit fee shall be established by the Planning and Zoning Fee Resolution adopted by City Council.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VII. Council Business:

1. Provide Direction on the FDOT landscape maintenance contract. (2025-905). (Public Works Director)

Ms. Morgan provided some background on the item¹, explaining that Public Works routinely maintains state road R/W through a current landscape maintenance contract with FDOT. FDOT has approached the City to discuss expanding the Clearlake Road boundaries to add the section from SR 520 (King St.) to Dixon Blvd. The current boundary is Clearlake Rd. from Dixon Blvd. to Industry Rd. FDOT also wants the City to add additional maintenance responsibility for enhanced landscaping, including ground cover, shrubs, and trees within the rights of way and the medians. These landscape enhancements are from the FDOT safety project along Clearlake Road (State Road (S.R.) 501) from S.R. 520 (W. King Street) to the south side of Michigan Ave. in Cocoa.

Ms. Morgan shared that staff has three concerns:

- 1) There is no irrigation for the plantings in the medians in the rights of way.
- 2) An increase in reimbursement funding helps but doesn't lessen concerns about overall funding.
- 3) The City is concerned that the previous road base was not removed during the previous construction phase.

Ms. Morgan added that in summary, it appears that some aspects of the project were not constructed as originally agreed upon which is now impacting the ability to maintain the landscaping effectively. As currently designed, staff doesn't recommend moving forward with expanding the Clearlake Road boundaries to add the section from SR 520 (King St.) to Dixon Blvd. and the additional maintenance responsibility for enhanced landscaping, including ground cover, shrubs, and trees within the rights of way and the medians. Thus, staff does not support amending the current contract to include additional maintenance areas.

Councilmember Koss asked how we got to this point. She asked about the soil they used and if they met their terms in the agreement. In response, Ms. Morgan clarified that they did lay soil, however there are concerns about the irrigation.

Councilmember Koss noted that it would be hard for the plants to survive there with the current conditions. She further asked what the plan is for a solution.

In response, City Manager Whitten spoke about funding in detail. He reviewed the details of what is being asked by FDOT of the City. He explained that the two options are to either decline FDOT's request to assume ROW maintenance from SR520 to Michigan Avenue or negotiate with FDOT to revise landscaping plans and assume maintenance responsibility from Dixon Boulevard to Michigan Avenue.

City Manager Whitten shared that the agreement will be up in the spring of next year, so there is a little time for negotiating if Council decides to go that route.

¹ Exhibit A: FDOT Landscape Maintenance Agreement Presentation

- * **MOTION by Mayor Blake; Seconded by Councilmember Goins to decline FDOT's request for the City to assume right-of-way maintenance services to include medians on Clearlake Rd. (SR501) from SR 520 to south of Michigan Ave., for discussion.**

Councilmember Koss stated that we will not get good results with poor soil. She would like to see the soil replaced and would like to use native plants. She also noted that she doesn't want us to be in a position where we can't afford what we need, but she also doesn't want to see us ignore our corridors.

City Manager Whitten added that if Council is in favor of Option 1, we would revert back to the original agreement, but staff can bring back some more information to Council about the cost of enhancing the City's medians to the City's standards.

Councilmember Koss emphasized the importance of the City's corridors.

Councilmember Goins clarified that the City can spend whatever it wants to enhance the medians, however FDOT would only be required to maintain the medians to their standards so there are still some concerns.

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Historic Cocoa Village Main Street Agreement 2025. (2025-905). (Comm. & Economic Development Director)

Ms. Senger explained that in 2022, City Council approved to enter into a Municipal Services Agreement with Historic Cocoa Village Main Street (HCVMS). The agreement outlines a scope of service that HCVMS would provide to the City in exchange for the use of two office spaces inside the Porcher House. Within the terms of that agreement, it allowed the City Manager to execute two one-year addendums to extend the term of that agreement. The final addendum to this agreement was executed in September 2024.

Both parties wish to continue the Municipal Services agreement. This revised and updated agreement will be good through July 2026 and includes three one-year addendums that can be executed by the City Manager with approval by both parties.

- * **MOTION by Mayor Blake; Seconded by Deputy Mayor Weeks to approve the Municipal Services Agreement with Historic Cocoa Village Main Street through July 2026 and to authorize the City Manager to execute addendums to the contract through final expiration date.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

3. National Recreation and Park Association Grant. (2025-914). (Comm. & Economic Development Director)

Ms. Senger explained that the National Recreation and Park Association in partnership with Musco is offering the 2026 Youth Sports Access Grant Program. The grant seeks to increase access to youth sports around the country. As part of the grant program, agencies will receive funding to address barriers to participating in youth sports, increase access to youth sports, and improve the quality of youth sports opportunities across the community. The grant amount is \$20,000 in cash funds per grant plus \$100,000 in support of in-kind infrastructure donation from Musco Lighting that can be used for the installation of Mini-Pitch System.

The grant deadline to apply is October 10, 2025 with notice of award by January 15, 2026. Infrastructure installation would need to occur between January 2026-June 2027. This would be for one of the two Mini-pitches that are being installed at the park along with the Fitness Court.

- * **MOTION by Mayor Blake; Seconded by Deputy Mayor Weeks to apply for the National Recreation and Park Association 2026 Youth Sports Access Grant Program to fund in-kind the soccer mini-pitch at Provost Park.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

4. Council approval to apply for the National Railroad Partnership Program (new Federal State Partnership) Grant to fund the construction of the Brightline Station. (Comm. & Economic Development Director) **Walk-on Item.**

- * **MOTION by Mayor Blake; Seconded by Deputy Mayor Weeks to approve applying for the National Railroad Partnership Program Grant to fund the construction of the Brightline Station, for discussion.**

Ms. Senger explained that the City of Cocoa, in partnership with the Space Coast Transportation and Planning Organization and Brightline, applied for the FY24 Federal State Partnership Grant in December 2024. The grant was for \$47 million towards the construction of the Cocoa Multi-modal Brightline Station. Staff was notified on September 22, 2025 that this grant was not awarded and re-issued with the following changes:

- The repeal of unlawful diversity, equity, and inclusion requirements as part of the Trump Administration's push to end illegal discrimination and restore merit-based opportunity.
- Emphasizing grade crossing safety projects within the program, which is a major shift from the Biden-Harris Administration's wasteful spending to benefit only a sliver of the population.
- Supporting projects that align with the Administration's focus on the American family and ensuring a more seamless travel experience, such as adding mothers' rooms, expanding waiting areas, adding new family restrooms, creating children's play areas, and other projects improving overall travel for families in U.S. intercity passenger rail stations.

- * **MOTION by Mayor Blake; Seconded by Deputy Mayor Weeks to approve applying for the National Railroad Partnership Program Grant to fund the construction of the Brightline Station.**

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. FY 2025 August Budget Adjustment Report. (2025-832). (Finance Director)
2. In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation

between the estimated and actual income and expenses to date. (2025-893). (Finance Director)

3. In accordance with the Financial Operations Manual (FOM) the City Manager shall submit to City Council in the form of an agenda item any approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (2025-894). (Finance Director)
4. Informational Only - The City of Cocoa's Open Board Vacancies. (2025-919). (City Clerk)
5. Bi-Weekly Report for August 22, 2025 - September 18, 2025. (2025-920). (City Clerk)

X. Reports:

City Manager Whitten shared that the City was awarded the FIND Grant for the day slips at Riverwalk Park. The award was just under \$3 million dollars. He gave a shoutout to staff for their work on this grant.

Mayor Blake shared that he has no report tonight, but he would like to ask Council to extend an invitation to Representative Tyler Sirois to come and speak with them.

- * **MOTION by Mayor Blake; Seconded by Deputy Mayor Weeks to extend an invitation to Representative Tyler Sirois to attend an upcoming Council meeting.**

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

Deputy Mayor Weeks gave her report and shared several photos from events she recently attended, including a State of the State conference, a Space Coast Realtor's Association event where she got a picture with Sherriff Wayne Ivey, and the League of Mayor's conference she attended in South Florida. She also attended the Chamber Honors Gala where Mrs. Universe 2025 attended and spoke.

Councilmember Goins shared that it is with great sadness that Ms. Ann O'Hara has passed away. Two years ago, he was blessed enough to present her with a key to the city with Mayor Blake.

Additionally, on September 26th he will be speaking at the Lead Brevard event at the Hilton Rialto at 8:30am to discuss politics.

The annual Blue and Gold Gala will also be held on October 11, 2025 from 5-10pm at the Radisson at the Port.

Councilmember Koss provided her report and talked about the planning officials workshop that she attended last week. She shared several highlights that she learned at the workshop with Council.

Councilmember Koss talked about the City's Comprehensive Plan, specifically Section X, Recreation and Open Space Element, Policy 10.1.2.4: "The City will consider the siting of future Neighborhood Parks based on a walkable distance from residential dwellings to ensure an adequate dispersal of parks throughout the City." She asked for staff to prepare and bring back an item so Council can talk about how to address the park desert issues and try to come up with a plan.

Lastly, she reminded everyone that her Town Hall meeting will be on October 21st and encouraged residents to attend.

XI. Adjournment:

- * **MOTION by Deputy Mayor Weeks; Seconded by Councilmember Goins to adjourn the Regular meeting of September 23, 2025.**

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

The meeting adjourned at 7:36 p.m.

Michael C. Blake, Mayor

ATTEST:

Monica Arsenault, CMC, City Clerk

Background

- Public Works maintains state road rights-of-way under a current FDOT landscape maintenance contract.
- Covered roadways: US 1, SR 520, SR 519 (Fiske Blvd.), SR 524, SR 501 (Clearlake Rd.).
- FDOT recently completed the SR 501 (Clearlake Rd.) Speed Management/Safety Project (SR 520 → South Michigan Ave.).
- Landscaping will be addressed separately following project completion.



FDOT Clearlake Safety Project Landscape Meeting (2022)

- City requested FDOT to manage construction of the landscaping project.
- City will assume maintenance once the project is accepted.
- MOA with reimbursement terms under development.
- Discussions with County to extend maintenance limits beyond city boundaries.
- Roadway design will provide appropriate soil base for landscaping.
- Coordination with college property for maintenance responsibilities.
- FDOT exploring irrigation sleeve options.



Current Status

- FDOT proposed expanding the MOA to include SR 520 (King St.) to Dixon Blvd.
- FDOT requested City to assume additional maintenance (ground cover, shrubs, trees) within ROW and medians.
- City declined responsibility for college property landscaping. FDOT may amend its agreement with the college.
- City expressed concern about maintaining areas under County jurisdiction; possible resolution depends on MOA reimbursement.



Key Challenges

- No irrigation installed in medians/ROW; retrofitting is unlikely.
- Soil excavation notes are insufficient for planting survival success.
- Unirrigated shrubs/groundcover unlikely to survive long-term.
- Increased maintenance costs anticipated.



Key Challenges (Cont'd)

- Current FDOT reimbursement does not offset City's six-figure annual loss under the maintenance agreement.
- Lack of irrigation remains a critical funding and plant survivability issue.
- County also faces similar budget constraints for ongoing maintenance.



Cost Overview

FDOT Highway Maintenance Memorandum of Agreement

State Road	Location	Length	Reimbursement
501 (Clearlake Rd.)	Dixon Blvd. north to SR 524/Industry Rd.	2.165	
519	Rosa L Jones Dr. to SR 520	0.441	
5 (US 1)	Cocoa/Rockledge City limits to North Cocoa limits	4.455	
524	Cox Rd. to Industry Rd.	1.829	
524	Industry Rd. SR 528 EB off ramp to northern WB on ramp	0.381	
520	EB from West City limits to west end of Hubert Humphries Bric	1.527	
520	WB from west end of Hubert Humphries Bridge to King St.	0.566	
			\$ 62,530.00

City Maintenance Costs

State Road	Location	Length	Cost
501 (Clearlake Rd.)	Dixon Blvd. north to SR 524/Industry Rd.	2.165	\$ 6,890.00
519	Rosa L Jones Dr. to SR 520	0.441	\$ 4,160.00
5 (US 1)	Cocoa/Rockledge City limits to North Cocoa limits	4.455	\$ 96,084.00
524	Cox Rd. to Industry Rd.	1.829	
524	Industry Rd. SR 528 EB off ramp to northern WB on ramp	0.381	\$ 33,280.00
520	EB from West City limits to west end of Hubert Humphries Bric	1.527	
520	WB from west end of Hubert Humphries Bridge to King St.	0.566	\$ 34,560.00
			\$ 174,974.00
	City Cost to Maintain State Roads		\$ 112,444.00

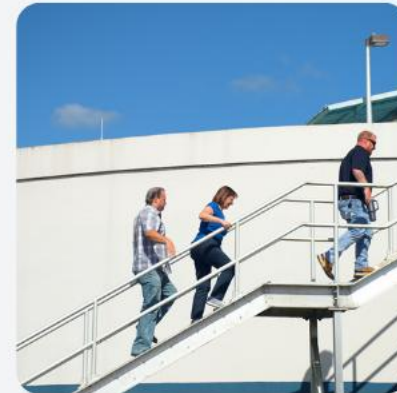
FDOT Reimbursement: \$62,530
City Maintenance Costs: \$174,974
City Net Cost to Maintain State Roads: \$112,444



Council Considerations

- **Option 1:** Decline FDOT's request to assume ROW maintenance (SR 520 → Michigan Ave.).
- **Option 2:** Negotiate with FDOT to revise landscaping plans and assume maintenance responsibility from Dixon Blvd. → Michigan Ave.





CITY COUNCIL AGENDA ITEM

Memo Date: December 1, 2025
Agenda Date: December 9, 2025
File ID: 2025-1160
Prepared By: Breanna Earley, Assistant City Clerk
Through: Stockton Whitten, City Manager
Requested Action: N/A

BACKGROUND:

Proclamation declaring December 21, National Homeless Persons Memorial Day.

PRIORITY AREA CONNECTION:

Community Outreach and Engagement

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:



PROCLAMATION

WHEREAS, Homelessness has caused or hastened the deaths of unsheltered or inadequately housed people in Brevard County; and

WHEREAS, the spirit of the holiday season of giving provides an opportunity for affirmation and renewal regarding the commitment to end homelessness; and

WHEREAS, December 21st, the first day of winter and the longest night of the year, has been designated National Homeless Persons Memorial Day by the National Coalition for the Homeless; and

WHEREAS, the Brevard County Continuum of Care (COC), a wide-ranging regional body of organizations from all sectors and community advocates, works every day to help people survive, rebuild their lives, and end homelessness; and

WHEREAS, in this season of generosity and sharing, citizens of Brevard County are encouraged to commit themselves to promote compassion and concern for our unsheltered or inadequately housed neighbors; and

WHEREAS, in remembering those who have died on our streets, in our emergency shelters, and in condemned or abandoned properties from ailments or conditions directly related to homelessness, the cause of ending homelessness is kept urgent as is the collective commitment to preventing such deaths in the future.

NOW, THEREFORE, I, Mayor Michael C. Blake, on behalf of the City Council of the City of Cocoa, Florida, do hereby proclaim December 21, 2025, as

NATIONAL HOMELESS PERSONS' MEMORIAL DAY

WHEREFORE, I have hereunto set my hand and caused the seal of the City of Cocoa to be affixed this 9th day of December 2025.

Mayor

ATTEST:

City Clerk

CITY COUNCIL AGENDA ITEM

Memo Date: November 5, 2025
Agenda Date: December 9, 2025
File ID: 2025-1064
Prepared By: Susan Lambert, Police Administrative Technician
Through: Evander Collier, Police Chief
Requested Action: Authorize the City Manager to execute a purchase agreement with Axon Enterprise, Inc. for the procurement and implementation of three new docking stations and a redaction assistant user license for a total combined amount of \$20,097.90 based off of Sourcewell Contract 101223-AXN, and to approve an amendment to the existing Axon Enterprises Inc. contract with a current annual cost of **\$106,985.95** for a total cost of **\$119,790.25** this fiscal year and a grand total of **\$555,027.96**. Approve Budget Transfer 26-017-T.

BACKGROUND:

On September 13, 2022, Council approved a master agreement with Axon Enterprises for the Police Department's body cameras and Tasers under agenda item 22-455. This agreement, which expires on September 30, 2027, was structured as a five-year plan that includes two technology upgrades. The original pricing for this agreement was developed under **Sourcewell Contract 010720-AXN**.

Prior to this agreement, the Police Department had multiple contracts with Axon spanning different terms for Tasers and body cameras. In early 2025, the Department completed a no-cost technology upgrade to its body cameras. While the Department was previously able to use older docking stations purchased under a prior Axon contract, the new cameras are incompatible with the older technology.

To support the upgraded equipment and enhance operational efficiency, the Department is requesting to add additional hardware and software to the existing Axon master agreement. This includes the **procurement and implementation of three new docking stations** and a **Redaction Assistant user license**, which will enable the Department to efficiently redact body camera video in compliance with Florida State statutes. These additions will be **co-terminous with the existing master agreement** and will expire on **September 30, 2027**.

The additional hardware and software will be procured through **Sourcewell Contract 101223-AXN**, a competitively solicited cooperative purchasing agreement awarded to Axon Enterprise. While the original master agreement was based on pricing from Sourcewell Contract 010720-AXN, the new services and equipment are being added under the updated **Sourcewell Contract 101223-AXN**, which offers expanded product and service categories and updated pricing.

Sourcewell is a public agency created by the Minnesota legislature and operates under strict government procurement standards to ensure fair and open competition. The contract allows for cooperative purchasing by public and nonprofit entities across the U.S. and Canada. The City's Purchasing Division has reviewed and approved the use of this contract for the proposed additions. Section 6.C of the Sourcewell agreement permits the City to enter into separate, standalone

agreements for specialized service requirements, ensuring flexibility for tailored solutions.

All purchases will be made through a City-issued Purchase Order that references the Sourcewell contract and includes applicable discounts.

Staff recommends that Council:

Authorize the City Manager to execute a purchase agreement with Axon Enterprise, Inc. for the procurement and implementation of **three new docking stations and a Redaction Assistant user license** for a **total combined amount of \$20,097.90**, based on Sourcewell Contract 101223-AXN.

Approve an amendment to the existing Axon Enterprises Inc. contract, increasing the current annual cost from **\$106,985.95 to \$119,790.25** for the current fiscal year.

Approve Budget Transfer 26-017-T to allocate the necessary funds.

The **grand total cost** of the Axon agreement, including this amendment, will be **\$555,027.96** over the life of the contract.

These additions are essential to maintain compatibility with upgraded equipment, ensure compliance with statutory requirements, and support the operational needs of the Police Department.

PRIORITY AREA CONNECTION:

Organizational Effectiveness

BUDGETARY IMPACT:

Budgeted? Partially

Contract Amounts

Source/Use of Funds

<u>Account</u>	<u>Amount</u>
001-2101-521.46-00	\$8,860
001-2100-521.52-00	\$85,556
001-2100-521.55-00	\$1,487
001-2100-521.56-15	\$11,085
001-2101-521.56-15	\$9,768

Docking Stations — Unbudgeted

BAF#26-017-T.

Utilizing the savings from other purchases currently budgeted in the account. This transfer uses the savings from the redaction assistant costs from another account to cover the rest of the shortfall for the Docking Stations needed.

Source/Use of Funds

<u>Account</u>	<u>Amount</u>
001-2101-521.56-15	(\$2,474)
001-2100-521.56-15	\$2,474
001-2100-521.56-15	\$3,037— Savings from other contracts.

Total budget: \$119,793

PREVIOUS ACTION:

Council previously approved the Axon master contract in the amount of \$534,930.06 on September 13, 2022, with agenda item 22-455, which expires September 30, 2027.

The additions of these agreements will run co-term with the master agreement.

RECOMMENDED MOTION:

Authorize the City Manager to execute a purchase agreement with Axon Enterprise, Inc. for the procurement and implementation of three new docking stations and a redaction assistant user license for a total combined amount of \$20,097.90 based off of Sourcewell Contract 101223-AXN, and to approve an amendment to the existing Axon Enterprises Inc. contract with a current annual cost of **\$106,985.95** for a total cost of **\$119,790.25** this fiscal year and a grand total of **\$555,027.96**. Approve Budget Transfer 26-017-T.



US DOMESTIC PRICEBOOK - 11/3/2025
Sourcewell #101223-AXN

Axon Hardware Equipment Volume	Discount Percentage
1	0%
2-99	1%
100-249	3%
250-499	5%
500-999	7%
1000+	10%

Axon manufactured hardware items base on quantity. These discounts do not apply to third party manufactured items or to Axon services, including Axon evidence subscriptions.

**Product Names are subject to change without notice*

**Annual pricing for bundles, warranties and licenses may reflect a 4% YOY inflation escalator*

**SKU 101283 AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING. Axon Enterprise, Inc. may impose usage restrictions if a single user generates more than one hundred (100) reports per month for two or more consecutive*

Product Code	Category	Product Name	Price Currency	MAX END USER PRICE (25 Standard USD)	Sales Bundle	Monthly Subscription
H00002	Hardware	AB4 Multi Bay Dock Bundle	USD	\$2,785.99	Yes	Yes
80465	Warranty	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	USD	\$23.17		Yes
73478	Software	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	USD	\$14.23		Yes



November 24, 2025

To: All Departments

Subject: Approved use of Sourcewell contract 101223-AXN with Axon Enterprise

The Purchasing Division has reviewed Sourcewell contract **101223-AXN** with Axon Enterprise for **public safety video** and has confirmed that the terms are acceptable for departmental use through its expiration of December 15, 2027, unless extended for up to three additional one-year terms. 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:

Axon body 4 and 3 cameras	Axon fleet cradlepoint routers, servers, and installation
Axon body 2 and flex 2 cameras	Axon interview room
Axon body-worn camera dock hardware	Axon air
Axon camera hardware and accessories	Axon evidence
Officer safety plans	Axon software integrations
Axon fleet 2 and 3	Professional services

Under this contract the supplier offers fixed unit pricing for all products and services with additional volume discounts.

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 101223-AXN:
<https://files.sourcewell.org/public/Shared%20Documents/Solicitations/10765/00005124/Contract%20Documents/Axon%20Contract%20101223.pdf>
2. Contract Pricing
[https://files.sourcewell.org/public/Shared%20Documents/Solicitations/10765/00005124/Additional%20Documents/101223-AXN%202025%20Axon%20Pricebook%20\(3\).xlsx](https://files.sourcewell.org/public/Shared%20Documents/Solicitations/10765/00005124/Additional%20Documents/101223-AXN%202025%20Axon%20Pricebook%20(3).xlsx)

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CITY COUNCIL AGENDA ITEM

Memo Date: November 5, 2025
Agenda Date: December 9, 2025
File ID: 2025-1063
Prepared By: Susan Lambert, Police Administrative Technician
Through: Evander Collier, Police Chief
Requested Action: Approve a Resolution Amending the Budget for FY26, BAF 26-018-A, for Council approval for the use of Federal Forfeiture funds in the amount of \$20,000 to rehabilitate our fitness center by purchasing new fitness equipment.

BACKGROUND:

The Police Department facility was established in 1999, and the majority of the current fitness equipment is now approximately twenty-five years old. This equipment has become increasingly worn and deteriorated, posing potential risks to officer safety. In addition, given the importance of maintaining health and wellness, it is imperative that this equipment be replaced.

The Police Department participates in the Equitable Sharing Program, which permits the use of allocated funds for the purchase of fitness equipment. We propose utilizing a portion of these funds to replace the aging equipment and ensure it meets current safety and health standards.

Due to the limited space of the fitness room and the substantial amount of equipment required, we anticipate that this project will need to be executed in phases. Phase one of the project is estimated to cost \$14,705 and would be initiated upon approval by the Council. The subsequent phase, which would be completed shortly thereafter, is projected to utilize the remaining balance of \$5,295.

PRIORITY AREA CONNECTION:

Public Safety/Community Standards

BUDGETARY IMPACT:

Budgeted? No

If not budgeted, is amendment / transfer attached? Yes

Source/Use of Funds: Fund balance: 143-0000-389.99-50

<u>Account Number</u>	<u>Amount</u>
143-2100-521.52-00	\$13,901
143-2100-521.64-00	\$6,099 CA2602

PREVIOUS ACTION:

None.

RECOMMENDED MOTION:

Approve a Resolution Amending the Budget for FY26, BAF 26-018-A, for Council approval for the use of Federal Forfeiture funds in the amount of \$20,000 to rehabilitate our fitness center by purchasing new fitness equipment.

 Search[New Gear](#) [Functional Trainers](#) [Rigs & Racks](#) [CrossFit® Equipment](#) [Barbells](#) [Plates](#) [Apparel](#)[3 Ships Free](#) [Programming](#)  Zeus

YOUR CART

13 Items



Garmin Tacx® NEO Bike Plus

010-02534-60

[View Details](#)  **Ships in 1-3 Days** Available only in CONUS 48 states. Pick-up not available[Remove](#)

—

1

+

\$3,999.99

@ \$3,999.99



Rogue MG-4CN Narrow Multi Grip Camber Bar

RA2977-BLACK-TXT-IL

Sleeve Length: Short (9" Loadable)

Sleeve Finish: Proprietary Matte Black

[Edit](#)[Remove](#)

—

1

+

\$395.00

@ \$395.00



Rogue MG-24 Multi Grip Bar

RA0704

[Remove](#)

—

1

+

\$325.00

@ \$325.00



SB-1 - Rogue Safety Squat Bar
RA0370-EBLACK

[Remove](#)

-

1

+

\$465.00
@ \$465.00



Rogue TB-1 Trap Bar 2.0
RA2015

[Remove](#)

-

1

+

\$335.00
@ \$335.00



Monster Lat Pulldown/Low Row (Stand Alone)
RA1372-BLACK-MG

Ships in 1-3 Weeks. Pick-up not available

[Remove](#)

-

1

+

\$3,250.00
@ \$3,250.00



Rogue Donkey
RF0839

[Remove](#)

-

1

+

\$2,165.00
@ \$2,165.00



Landmine Single
RA0017
3 Ships Free Item

[Remove](#)



\$100.00
@ \$100.00



Rogue Manta Ray Adjustable Bench

RF0983-BLACK-TXT

Color: Textured Black

Add Manta Ray Foot Catch?: No Foot Catch

[Edit](#)

[Remove](#)



\$895.00
@ \$895.00



Rogue Adjustable Bench 3.0

RF0959-2020C-MG-TXT-FP

Color: Burnt Orange

Version: Standard

[Edit](#)

[Remove](#)



\$595.00
@ \$595.00

BUNDLE



Rogue FM-6 Twin Functional Trainer

RF0999-100-30-PAS4-20097

 Ships in 4-6 Weeks

Color: Gun Metal

Height: 100"

Rack Depth: 30"

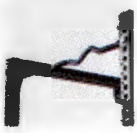
Add Shrouds? (Textured Black): No

[Remove](#)



\$6,460.00
@ \$6,460.00

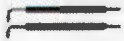
INCLUDED ITEMS

**Monster Socket Pull-up Bar Curl Bar - w/ Sockets**

RF1041-BE

**Ghost Roller J-Cup 2.0 - 1" Pin - Composite Roller / Stainless Steel / MG Black**

RA2719-C-SS-BLACK-MG

3 Ships Free Item  Ships in 7-10 Days**Monster 30" Pin and Pipe Set**

RA0257

3 Ships Free Item

[Remove](#)**Rogue Monster Multi-Use Rack Roller**

RA3136-BLACK-MG

3 Ships Free Item

[Remove](#)**\$345.00**
@ \$345.00**Monster Safety Spotter Arms 2.0**

RA1235-FBS6-C2476

3 Ships Free Item

[Remove](#)**\$295.00**
@ \$295.00[Empty Cart](#)

Subtotal (13 items)

\$19,624.99**Est. Shipping & Tax**

Country *

United States ▼

Region *

Zip Code *

Select Region

Get Quote

Shipping & Handling

\$-.-

Tax

\$-.-

Est. Total

\$19,624.99

Checkout

YOU MIGHT ALSO LIKE

Rogue Gift Card	Rogue Monster Bands	Rogue Kettlebells	Rogue Basic Shirt	Rogue Echo Weight Vest	Rogue Echo Weight Vest
\$25.00	\$17.00	\$35.00	\$30.00	\$145.00	\$35.00

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COMMUNITY & CONTENT

ROGUE EVENTS & PROGRAMS

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P.O. Box 239
Damascus, MD 20872

QUOTE

BILL TO

Cocoa Police Department
1226 West King Street
Cocoa, Florida, 32922

Quote #

00083969

Date

September 2, 2025

Valid Until

October 31, 2025

SHIP TO

Cocoa Police Department
1226 West King Street
Cocoa, Florida, 32922

Account Rep:

Kelly Spivey

Contact Info:

kspivey@livunltd.com

Mobile: 813-410-4413

Line	Model #	Qty	List Price	Sales Price	TOTAL PRICE
1	Note				
	PRICING BASED ON FAIRFAX COUNTY AWARD #440000969 (Exercise Equipment, Accessories and Parts)				
2	STRENGTH				
	TRUE STRENGTH - FX TRAINERS 8% OFF MSRP SELECTORIZED WEIGHT STACKS 11% INCLUDES FREIGHT & INSTALLATION				
3	XFT-900 FUNCTIONAL TRAINER with Rotating Columns 2 @ 310 lb/141 kg 4:1 each handle	1.00	\$7,574.58	\$6,968.61	\$6,968.61
4	FS-50-Hvy Paramount FS Leg Extension/Seated Leg Curl w/ Heavy Stack 250 lb/102kg	1.00	\$4,091.85	\$3,641.75	\$3,641.75
5	FUNCTIONAL TRAINING				
	CORE - 20% OFF MSRP INCLUDES FREIGHT & INSTALLATION				
6	9-XTC-204C-60THD COMPACT XTC, RIG, 2x4, STANDARD	1.00	\$3,155.72	\$2,134.30	\$2,134.30
7	71-00363-60-KT KIT, OLYMPIC PLATE STORAGE, 4'	1.00	\$232.88	\$158.41	\$158.41
8	71-001227-60-KT KIT, LANDMINE, RIG MOUNT	1.00	\$151.22	\$104.51	\$104.51
9	71-00267-60-KT KIT, OLYMPIC BAR, HOLDER	1.00	\$102.47	\$73.49	\$73.49
10	ACCESSORIES				
	TKO STRENGTH - 25% OFF MSRP INCLUDES FREIGHT & INSTALLATION				



P.O. Box 239
Damascus, MD 20872

QUOTE

Line	Model #	Qty	List Price	Sales Price	TOTAL PRICE
11	924FID-B Flat/Incline/Decline Bench, BLACK Ladder-style	1.00	\$940.00	\$705.00	\$705.00
12	7044-G2 Seated Preacher Curl	1.00	\$830.00	\$622.50	\$622.50
13	K856PKB-4 4kg/8.8lb Cast Kettle Bell EA	1.00	\$25.60	\$19.20	\$19.20
14	K856PKB-8 8kg/17.6lb Cast Kettle Bell EA	1.00	\$51.20	\$38.40	\$38.40
15	K856PKB-12 12kg/26.4lb Cast Kettle Bell EA	1.00	\$76.80	\$57.60	\$57.60
16	K856PKB-16 16kg/35.2lb Cast Kettle Bell EA	1.00	\$102.40	\$76.80	\$76.80
17	K856PKB-20 20kg/44lb Cast Kettle Bell EA	1.00	\$128.00	\$96.00	\$96.00
18	<u>FREIGHT, INSTALL & DELIVERY SERVCIES</u>				
19	Installation Services - HL Delivery & Installation Services SECOND FLOOR PASSENGER ELEVATOR SINGLE DOORWAY INCLUDES MOVING OF EXISTING EQUIPMENT	1.00	\$0.00	\$962.00	\$962.00
20	Sales Freight & Handling - SES Sales Freight & Handling - SES DOCK TO DOCK FROM VARIOUS MANUFACTURERS	1.00	\$0.00	\$962.77	\$962.77
22	2 Commercial Discount FAIRFAX COUNTY AWARD COVERS FREIGHT, DELIVERY & INSTALLATION	1.00	\$0.00	(\$1,924.77)	(\$1,924.77)



P.O. Box 239
Damascus, MD 20872

QUOTE

Email Approved quotes to your sales representative: kspivey@livunltd.com

Standard Terms and Conditions:

1. Install labor is estimated and may vary depending on underlying issues, customer approval will be requested if additional install labor is required.
2. All unit prices are F.O.B. Destination.
3. These prices are subject to change after 30 days from the document date.
4. Post-installation entertainment (television) requirements will be handled as a billable service visit.
5. Equipment bolt-down requirements and additional safety signage are the client's responsibility to follow per the manufacturer's recommendations.
6. The above quotation is computed to be performed during regular business hours.
7. Clerical errors subject to correction.
8. All prices and agreements are contingent upon strikes, accidents, and other causes unavoidable or beyond our control.
9. Buyer agrees to promptly file a claim for all goods damaged in transit.
10. There will be a 20% restocking charge on all merchandise ordered but not accepted.
11. A preventative Maintenance Agreement is available for all equipment.
12. An equipment lease is available with approved credit.
13. We accept all major credit cards for payment, however, there is a nominal 3% processing fee for invoices over \$1000.00.
14. **Hold and Storage:** Should an install be delayed by the client more than 30 days from the initial install date, LIVunLtd reserves the right to charge the client a storage fee until the install is completed. If the future estimated install date exceeds 60 days LIVunLtd reserves the right to require an additional deposit of up to 100% of the order.

Payment Terms

Net 30

Sales Price	14,696.57
Tax	0.00
Total (USD)	14,696.57

By signing this proposal, the customer accepts and confirms the above contents subject to the LIVun Ltd Terms of Sale.

Date:

Name and Title:

Signature:

Mail Checks To:

Heartline Fitness Products, Inc. dba LIVUNLTD
P.O. Box 239
Damascus, MD 20872

Electronic Payments:

JP Morgan Chase Bank NA
4 New York Plaza
Routing No. 071000013
Checking Account: 225839791
Remittance: Accountingusa@livunltd.com

PHASE 2

PURE FITNESS INNOVATIONS
3021 W. Farmington Rd.
Peoria, IL. 61604
ph. 309.839.0520
Fax. 888.831.1945



QUOTE

Proposal Date: 10/14/2025

Proposal #: YK096816

Bill To:

Cocoa Police Department
1226 W. King St.
Cocoa, FL. 32922
321.639.7620

Ship To

Cocoa Police Department
1226 W. King St.
Cocoa, FL 32922
321.639.7620

Rep

JS

Item	Description	Quantity	MSRP	Rate	Total
STRENGTH	Precor Discovery Series seated leg extension - CPO *1 year parts warranty included by PFI	1		1,699.00	1,699.00
STRENGTH	Precor Discovery Series seated leg curl - CPO *1 year parts warranty included by PFI	1		1,699.00	1,699.00
freight	delivery and installation	1		495.00	3,398.00
	Sales Tax			6.75%	495.00
					0.00

Total

\$3,893.00

PHASE 1

PURE FITNESS INNOVATIONS
3021 W. Farmington Rd.
Peoria, IL. 61604
ph. 309.839.0520
Fax. 888.831.1945



QUOTE

Proposal Date: 10/28/2025

Proposal #: YK096755

Bill To:

Cocoa Police Department
1226 W. King St.
Cocoa, FL. 32922
321.639.7620

Ship To

Cocoa Police Department
1226 W. King St.
Cocoa, FL 32922
321.639.7620

Rep

JS

Item	Description	Quantity	MSRP	Rate	Total
STRENGTH	Dynamic Pro Series Half Rack w/ Dual Stack Functional Trainer - CPO *1 year parts warranty included by PFI - 300# x 2 weight stacks - Functional Trainer pull up station w/ fat handle pull up grips - Power Rack Multi pull up station; wide, narrow, reverse grip - Olympic plate storage - Olympic bar storage - Lower band peg attachments - Premium safety standards - Premium j-hooks	1		6,099.00	6,099.00
STRENGTH	Dynamic Pro Series Multi Adjustable bench - CPO *1 year parts warranty included by PFI - seat pad adjusts - back pad adjusts - wheels for transport - handle for transport	1		0.00	0.00
STRENGTH	Power Lift Pro Series Lat pulldown, Low row combo - CPO *1 year parts warranty included by PFI	1		2,399.00	2,399.00

Total

PURE FITNESS INNOVATIONS
3021 W. Farmington Rd.
Peoria, IL. 61604
ph. 309.839.0520
Fax. 888.831.1945



QUOTE

Proposal Date: 10/28/2025

Proposal #: YK096755

Bill To:

Cocoa Police Department
1226 W. King St.
Cocoa, FL. 32922
321.639.7620

Ship To

Cocoa Police Department
1226 W. King St.
Cocoa, FL 32922
321.639.7620

Rep

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Item	Description	Quantity	MSRP	Rate	Total
STRENGTH	Power Lift Pro Series Frankenhyper plate load - CPO *1 year parts warranty included by PFI	1		1,599.00	1,599.00
STRENGTH	Sorinex Swiss Bar - CPO	1		0.00	0.00
STRENGTH	Eleiko 7' Olympic 45# - 1500# test bar - CPO	1		0.00	0.00
STRENGTH	Tricep bar - CPO	1		0.00	0.00
STRENGTH	Safety Squat bar - CPO	1		0.00	0.00
STRENGTH	Hoist Adjustable Decline / Abdominal bench - CPO *1 year parts warranty included by PFI	1		495.00	495.00
STRENGTH	Life Fitness 95c SE3 Discover upright bike - CPO *1 year parts warranty included by PFI	1		699.00	699.00
freight	delivery and installation - 26' box truck w/ liftgate service required	1		1,499.00	11,291.00 1,499.00
TRADE	Trade in amount - Tuff Stuff Apollo 4 light duty multi			-400.00	-400.00
	Sales Tax			6.75%	0.00
	<i>General fund capital asset 7/30/99 \$7,369</i>				

Total **\$12,390.00**

ANTHONY BIGNELL
EAST REGIONAL
PROJECT MANAGER

P: (715) 350-7029

2020 Prairie Lane
Eau Claire, WI 54703

anthony.bignell@mydynamicfitness.com



If you're ok with not having in-rack storage solutions, the cost of the 3 units will be \$1,763.00 plus freight and tax.

Line Item by Order Entered									
Item Number		D	UoM	Wght	Qty		Unit Price	Extended Price	
709020-99	(OLD REV) Ultra Pro Jammer Arms (Pt	☐	EACH	75	\$	1	P \$1,339.00	\$1,339.00	^
709009-99	Ultra Pro Dip Station	☐	EACH	34	\$	1	P \$229.00	\$229.00	
709031-01	ULTRA PRO SPLIT SQUAT ROLLER	☐	EACH	16	\$	1	P \$195.00	\$195.00	
		☐		0	\$	0.00	P \$0.00	\$0.00	
Subtotal								\$1,763.00	

Thanks!

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~~\$80.00~~ \$69.99
(Save \$10.01)



Dip Belt



- 1 +

~~\$34.99~~ \$29.99
(Save \$5.00)



U Clip + Smile Handles



Olympic Uclip

Show 2 items ▾

- 1 +

~~\$150.00~~ \$104.97
(Save \$45.03)



Uclips



Barbell size: Olympic Uclip

Discounts PAIR



+ \$15.00

Checkout • \$269.93

270

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VISA



Maestro

OpenPay



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Quantity: 1

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Color: Black - Pair

\$7.99 \$14.99	\$19.97	\$9.48 \$14.99	\$17.97 \$19.97	\$8.99 \$9.99	\$15.98 (\$7.99 / count) \$19.97
\$15.18 \$17.95	\$7.99 \$9.99	\$19.97	\$9.99	\$7.99 \$9.99	\$9.99
\$7.99 \$9.99	\$9.99	\$17.07 \$19.97	\$15.18 \$17.95	\$7.99 \$9.99	\$8.54 \$9.99

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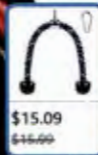
Typical price: \$15.99

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Color: Red&Black-36"



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Triceps Rope.Durable coated blue black
nylon braided rope and last for a long time!

- **【Attach Machine Clip】** Gym rope dimensions are 27" length can hit your muscles and maximize your tricep extensions with every rep.Come with cable attachment clip.No longer have to tie a knot in the other ropes at the gym.Ideal gym accessories for public/home gym.
- **【Solid Rubber Handles】** AWEFRANK workout rope with Solid Rubber end, the rubber end prevents the user's hand from slipping.
- **【Multi-functional Exercise】** Pull down help the muscles around the elbows, wrists, back, abdominal muscles and shoulders.Ideal for exercising triceps, biceps, back, shoulders and abdomen.Great for tricep rope cable attachment,lat pulldown attachment, cable crossover or any pulley system gym equipment.
- **【Convenient & Hygienic】** Most of the gym ropes are always being used or uncleaness.Having your own rope is would be wise choice.Great to have in your bag and easy to carry.

Customers usually keep this item

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- **Ergonomic Double D Handle** : According to the physiological structure of the human palm, a handle that fits the palm is designed to help the trainer obtain the correct hand posture. Reduce wrist stress and improve sports experience
- **Anti-slip also Comfy V Handle** : The surface of the ergonomic double d handles is made of ABS material, which is anti-slip, sweat-proof and reduces the hand rub to increase comfort grip. Also, help you save time wearing gym gloves
- **Seated Cable & V Bar Row** : The rotational V handle is designed for fitness enthusiasts in

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Yes4All Cable Machine Attachment, Double D Handle & Tricep Rope Cable Attachment, Weight Machine Accessories Load 880 LB for Home Gym

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4.8

10,759 ratings

Amazon's Choice

600+ bought in past month

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Color: H. Metal rotating bar rubber...



\$25.79



\$19.43



\$11.33

\$13.27
~~\$18.26~~\$15.99
~~\$10.42~~

\$11.33

\$19.60
~~\$23.49~~

\$19.56

\$15.19
~~\$17.09~~

Bundles with this item



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Brand	Yes4All
Item Weight	4.4 Pounds
Color	H. Metal rotating bar rubber chrome
Material	Alloy Steel
Maximum Weight Recommendation	9.8E+2 Pounds

About this item

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Material Alloy Steel

Brand BLUSLM

Color 5 PIECES

Exterior Finish Rubber

Special Feature Padded Grip

Style
ModernShape
RectangularHandle Type
Pull HandleFinish Type
Rubber Coated

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- d. **Law enforcement equipment**—Costs associated with the purchase, lease, maintenance (including repairs or service agreements), or operation of law enforcement equipment for use by law enforcement personnel that supports law enforcement activities. Examples include furniture, audio-visual equipment, office supplies, telecommunications equipment, copiers, safes, fitness equipment, computers, computer accessories and software, body armor, body-worn cameras, cloud data storage, uniforms, firearms and related equipment, ammunition, radios, cellular telephones, electronic surveillance equipment, vehicles (e.g., patrol and unmarked vehicles), and animals and animal-care-related expenses.
- e. **Joint law enforcement and public safety operations**—Costs associated with the purchase of multi-use equipment and operations used by both law enforcement and non-law enforcement personnel. Examples include 911 call center equipment, defibrillators, Naloxone, search and rescue boats, aircraft, and diving equipment. These expenditures are exempt from the pro-rata calculation of law-enforcement-related costs. There must be a law enforcement use; the equipment cannot be solely for non-law enforcement operations, such as fire and EMS vehicles.
- f. **Contracts for services**—Costs associated with a contract for a specific service that supports or enhances law enforcement. Examples include translation and language assistance services, outsourced laboratory testing, staffing and feasibility studies, auditing of equitable sharing funds, Employee Assistance Program services, subject matter expert consultations, grant writing, or software development.

Employment-related contracts or contracts involving inherently law enforcement functions are prohibited. Examples include hiring an attorney, investigator, or civilian personnel to perform tasks typically or previously performed by agency or jurisdiction personnel.

Under no circumstances should any agency enter a contract that bases payment on a percentage of the seizures and forfeitures of the law enforcement agency.

- g. **Law enforcement travel and per diem**—Costs associated with travel and transportation for law enforcement agency personnel to perform or support law enforcement duties and activities. Travel and per diem for personnel from other agencies is not permitted. All related costs must be in accordance with the jurisdiction's travel and per diem policies and must not create actual or the appearance of extravagance, waste, or impropriety.
- h. **Law enforcement awards and memorials**—Costs associated with the purchase of plaques, certificates, commemorative badges, and challenge coins in recognition of a law enforcement achievement, activity, or training. Shared funds may not be used to pay monetary awards in any form, including cash, cash equivalents, or stored value cards.

Shared funds may be used to pay the costs for commemorative plaques, displays, or memorials on law enforcement property to recognize or memorialize a law enforcement officer's contributions, such as a memorial plaque or stone in honor of an agency's officers killed in the line of duty. The plaque, display, or memorial must not create actual or the appearance of extravagance, waste, or impropriety. Justice shared funds may not be used for memorials involving construction. See [Section V.B.2.m.](#)

RESOLUTION NO.2025-086

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 Regular 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 2025-2026 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 18th day of November 2025.

Michael C. Blake, Mayor

ATTEST:

Monica Arsenault, City Clerk



City of Cocoa Budget Adjustment Form FY2026- 018-A

Select Adjustment Type: Budget Amendment		Requesting Department #: Police		Date Prepared: 11/10/25	
Revenue Accounts'					
Adjusting Amount	Account Number	Account Name	Current Budget	Adjusted Budget	Project Number
\$ 20,000	143-0000-389.99-50	BALANCE FORWARD / FUND BAL-APPROP. RESERVES		\$ 20,000	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
\$ 20,000 Total					
Expense Accounts'					
Adjusting Amount	Account Number	Account Name	Current Budget	Adjusted Budget	Project Number
\$ 6,099	143-2100-521.64-00	LAW ENFORCEMENT / MACHINERY AND EQUIPMENT		\$ 6,099	CA2602
\$ 13,901	143-2100-521.52-00	LAW ENFORCEMENT / OPERATING SUPPLIES		\$ 13,901	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
\$ 20,000 Total					
Reason/Justification for Adjustment:					
The police department is requesting \$20,000 from the 143 fund to rehabilitate their fitness center by purchasing new gym equipment, etc.					
Agenda# 2025-1063					
City Council Approval Needed? Yes: ☒ No: ☐		Date Approved:		Resolution #: 2025-086	
~*City Council Approval needed for transfers greater than \$75,000 or transfers between departments/funds. All CRA adjustments must go to their respective boards.					
Susan Lambert Digitally signed by Susan Lambert Date: 2025.11.10 10:13:10 -05'00'		Zoie Badalov Digitally signed by Zoie Badalov Date: 2025.11.12 11:34:04 -05'00'			
Requestor's Signature		Finance Approval Signature		Finance Director's Signature	
Evander Collier Digitally signed by Evander Collier Date: 2025.11.10 16:34:21 -05'00'		Lora Howell Digitally signed by Lora Howell Date: 2025.11.12 11:52:30 -05'00'			
Department Director's Signature		Deputy Finance Director's Signature		City Manager's Signature	
FINANCE USE ONLY:					
Date Entered:		Entered By:		Group #:	

CITY COUNCIL AGENDA ITEM

Memo Date: November 15, 2025
Agenda Date: December 9, 2025
File ID: 2025-1072
Prepared By: Gail Bantugan, Leisure Services Manager
Through: Samantha Senger, Communications & Economic Development Director
Requested Action: Approval of a street closure for the Cape Kennedy Corvette Club.

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:

Cape Kennedy Corvette Club, Friday, May 2, 2026 (6:00am-5:00pm)

Brevard Ave.: between SR 520 and Factory St.
Church St.: between Brevard and Delannoy Ave.
Delannoy Ave.: between Church and SR 520 (King St.)
Orange Ave.: between Brevard Pl. and Brevard Ave.
Harrison St.: between Riveredge Blvd. and Brevard Ave.
Oleander St.: between Brevard Ave. and Municipal Parking Lot

Total Closure — One Day

The total number of Central Business District (CBD) street closures, if approved, is 22.

***The total number of street closures outside the Central Business District (CBD) if approved is 5.**

PRIORITY AREA CONNECTION:

Economic and Community Development

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.

RECOMMENDED MOTION:

Approve the requested street closure.

CITY COUNCIL AGENDA ITEM

Memo Date: November 17, 2025
Agenda Date: December 9, 2025
File ID: 2025-1073
Prepared By: Melinda Keesee, Field Operations Technician
Through: Donnie Howard, Asst. WFO Manager
Requested Action: Approve a Piggyback Agreement with Vortex Services for Manhole Rehabilitation Services 10 utilizing the HGAC (Houston-Galveston Area Council) National Cooperative Purchasing Contract No. TP07-25 Effective July 1, 2025 through June 30, 2029; Approve services in the amount of \$305,524 for FY26. Authorize the City Manager Execute Any Annual Renewal and Amendments Under the Original Contract.

BACKGROUND:

In FY19, the City of Cocoa Utilities Department, Carollo Engineers, and RedZone Robotics, Inc. (RedZone) completed a comprehensive sanitary sewer manhole assessment program that included a comprehensive evaluation of the condition of manholes and development of a capital improvement program for manhole rehabilitation and replacement. During this process, CCTV data of the City's sanitary sewer manholes (approximately 1,900 manholes) was captured and thoroughly reviewed utilizing the nationally recognized standard Manhole Assessment and Certification Program (MACP) coding process created by the National Association of Sewer Service Companies (NASSCO). Carollo Engineers, Inc. subsequently provided a comprehensive review of the manhole conditions based on RedZone's CCTV data. As part of this analysis, a comprehensive plan was developed to address the manholes that are in need of repair and rehabilitation on an annual basis.

Rehabilitation of the critical manholes was recommended based on the severity of defects, potential for defect progression, consequence of failure, and geographical location. Coating the inside of the manhole structure to provide complete structural repair and reduced infiltration was recommended. The sewer treatment plant will then no longer incur the cost of treating ground water from these leaking manholes, while also extending the manhole's useful life. In addition to the manhole coating, severely corroded manhole frame and covers will be replaced providing additional structural integrity for the manhole and ensuring the safety of nearby drivers and pedestrians.

To maintain the integrity of the sanitary sewer system with minimum construction disturbances, existing manholes are to be rehabilitated with a Geopolymer coating. The Geopolymer coating application process takes approximately four (4) hours to complete with no impact on the sanitary sewer system operations. The replacement of the manhole ring and cover will also have no impact on the sanitary sewer system operations.

In order to continue the necessary manhole rehabilitation program, staff is requesting the use of the HGAC Buy National Cooperative Purchasing Contract No. TP07-25. It should be noted that on December 13, 2011, City Council originally approved the participation in the HGACBuy cooperative purchasing program. This contract has been reviewed by the City's Utilities and Purchasing Departments, and has been determined to be applicable to the services required by the Utilities Department. The prices listed within this contract are "not to exceed" prices as outlined in the HGACBuy Terms and Conditions (Section A, Paragraph 23). In addition, staff recommends approval to use the HGAC contract with Vortex Services to perform Sewer Manhole Rehabilitation and Lining, and to authorize a budgeted expenditure for these services not to exceed \$305,524.10 in FY2026. Future fiscal year budget amounts for these services will be determined during the budget process, and submitted to City Council for final approval.

PRIORITY AREA CONNECTION:

Investment in Public Infrastructure

BUDGETARY IMPACT:

Budgeted? Yes

Source/Use of Funds:

Amount Requested	\$243,908
Account Number	424-4125-536.63-00
Account Name	Infrastructure
Project Number	WS19MH

Amount Requested	\$61,617
Account Number	424-4125-536.63-00
Account Name	Infrastructure
Project Numbers	WS24LI

PREVIOUS ACTION:

On December 13, 2011, City Council approved an interlocal agreement with the Houston-Galveston Area Council (H-GAC) for cooperative purchasing.

On June 26, 2019, City Council approved the participation in a cooperative purchase agreement with VacVision Environmental LLC (A Vortex Company) for Manhole Rehabilitation Services utilizing the Gainesville Regional Utilities Contract No. 2014-032, Amendment 4, Effective October 27, 2017 through October 27, 2019, in the amount of \$135,745.27.

On March 25, 2020, City Council approved participation in a cooperative purchase agreement with VacVision Environmental LLC (A Vortex Company) for manhole rehabilitation services utilizing the HGACBuy (Houston-Galveston Area Council)

National Cooperative Purchasing Contract TP07-18 Effective July 1, 2018 through June 30, 2021 in the amount of \$362,753.

On February 23, 2021, City Council approved participation in a cooperative purchase agreement with VacVision Environmental LLC (A Vortex Company) for manhole rehabilitation services utilizing the HGACBuy (Houston-Galveston Area Council) National Cooperative Purchasing Contract 018-00382 Effective July 1, 2018 through June 30, 2021 in the amount of \$162,765.

On April 26, 2022, City Council approved participation in a cooperative purchase agreement with VacVision Environmental LLC (A Vortex Company) for manhole rehabilitation services utilizing the HGACBuy (Houston-Galveston Area Council) National Cooperative Purchasing Contract 018-00382 Effective July 1, 2018 through June 30, 2021, Renewed through June 30, 2022 in the amount of \$219,137.50.

On February 14, 2023, City Council approved participation in a cooperative purchase agreement with VacVision Environmental LLC (A Vortex Company) for manhole rehabilitation services utilizing the HGACBuy (Houston-Galveston Area Council) National Cooperative Purchasing Contract 018-00382 Effective July 1, 2018 through June 30, 2021, Renewed through June 30, 2023 in the amount of \$248,888.50.

On November 14, 2023, City Council approved the Vortex proposal for manhole rehabilitation services utilizing the HGACBuy (Houston-Galveston Area Council) National Cooperative Purchasing Contract 018-00382 Effective July 1, 2018 through June 30, 2021, Renewed through June 30, 2024.

On December 10, 2024, City Council approved the Vortex proposal for manhole rehabilitation services utilizing the HGACBuy (Houston-Galveston Area Council) National Cooperative Purchasing Contract 018-00382 Effective July 1, 2018 through June 30, 2021, Renewed through June 30, 2025.

RECOMMENDED MOTION:

Approve a Piggyback Agreement with Vortex Services for Manhole Rehabilitation Services 10 utilizing the HGAC (Houston-Galveston Area Council) National Cooperative Purchasing Contract No. TP07-25 Effective July 1, 2025 through June 30, 2029; Approve services in the amount of \$305,524 for FY26. Authorize the City Manager Execute Any Annual Renewal and Amendments Under the Original Contract.



To:	City of Cocoa	Contact:	Donnie Howard
Address:	65 Stone St. Cocoa, FL 32922	Phone:	(321) 433-8633
		Email:	dhoward@cocoafl.gov
Project Name:	FL - Cocoa - LS19 & LS7 Combined Lining	Bid Number:	2506186
Project Location:		Bid Date:	8/29/2025

Figured Using HGAC Contract # TP07-25 Trenchless Pipeline Rehab Services

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
A76	Vactor Truck Services - (5-Hour Min) Billed Port To Port - As Needed	5.00	HR	\$395.00	\$1,975.00
B18	Infiltration Control - Chemical Grout - Billed As Needed	1.00	GAL	\$125.00	\$125.00
B19	Infiltration Control - Quad-Plug (5 Gallon) - Billed As Needed	1.00	EACH	\$62.50	\$62.50
G23	Rehabilitation - Each Additional 1/2-inch Geopolymer Liner (LS 7)	854.00	SF	\$5.00	\$4,270.00
G24	Rehabilitation - 1-inch Geopolymer Liner (8' Dia. X 13VF) (LS 7)	427.00	SF	\$41.50	\$17,720.50
G31	PS Rehabilitation - 125 Mil Epoxy / Polyurea / Or Approved Equal - Includes Sand Blasting Existing Coating And Surface Preparation. (LS 19)	304.59	SF	\$90.00	\$27,413.10
G47	Rebuild Bench And Invert - Billed As Needed (LS7)	1.00	EACH	\$1,500.00	\$1,500.00
O8	Flagmen - Per Each - Billed As Needed	1.00	HR	\$50.00	\$50.00
P15	Mobilization - Florida	1.00	EACH	\$8,500.00	\$8,500.00

Total Bid Price: \$61,616.10

Notes:

- Although NOT anticipated, All dewatering, damming, flow control, and / or bypass pumping will be provided by Others.
- Proposal includes standard signs and cones. Any additional maintenance of traffic (MOT) needed will be provided by Others.
- Owner will provide a portable hydrant meter and access to onsite water for our use free of charge.
- Owner will provide a local area and pay disposal fees to dispose the debris that is pulled from the cleaning process after it is decanted. Disposal site must be less than 10 miles away from job site.
- Owner will provide access to each and every manhole and or structure. This may include but not limited locating, exposing, and raising buried MH's prior to our crew mobilizing.
- If necessary, Owner will provide Permits & Fees. Vortex will provide our standard insurance coverage. OCP or railroad insurance & or longshoreman insurance is not included.
- If bond is needed please add 1.5%.
- Site Restoration will be performed by Others.
- This is a unit priced contract and the actual billing will be based on installed quantities. If the installed quantities vary greater than 10% of the bid quantities, Vortex reserves the right to adjust our unit price accordingly.
- Standard wages are included. Therefore, Prevailing wages and or Union Wage Rates are not included in this bid proposal.
- Our bid proposal as submitted reflects the current material pricing established on or before the bid date listed within our proposal. In the event of unforeseen price increases of our raw materials, Vortex reserves the right to adjust our unit rate or overall bid proposal accordingly to account for such price increases.
- Payment terms: Net 30 days. Interest will be added to balances outstanding after 30 days
- Vortex's bid proposal shall be incorporated into the subcontract agreements. Vortex will initiate this project upon an agreement or receipt of a subcontract or purchase order. Copies of payment and performance bonds must be provided to Vortex.
- infiltration Control is not anticipated or included in this Bid Proposal. If needed it will be invoiced on a T&M basis.
- Typically any debris collected from the Manhole (MH) rehab process is removed by hand but if there is a significant amount of debris collected, the Owner shall provide a Vac Truck to remove debris collected and dispose the debris that is pulled from the cleaning process. Please note, Vortex can also provide a vac truck the hourly rate above (*5 hr min, travel time will be billed port to port).
- Vacuum, hydrostatic, holiday/spark testing are not included in this bid proposal.
- Proposal assumes Vortex crews can cover and leave in place any cables, piping and pumps in preparation for rehabilitation.

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

Vortex Services LLC

Authorized Signature: _____

Estimator: Tommy Robertson
407-509-6633 trobertson@vortexcompanies.com



To:	City of Cocoa	Contact:	Derek Manson
Address:	65 Stone Street Cocoa, FL 32922	Phone:	(321) 433-8633
		Email:	DManson@carollo.com
Project Name:	FL - Cocoa - Cocoa FY26 MH Lining Rev	Bid Number:	2508467-H
Project Location:	Various Locations, Cocoa, FL 32922	Bid Date:	8/26/2025

Proposal figured Using HGAC Contract #TP07-25

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
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A - Base Bid

G17	Manhole Rehabilitation (Standard 4-ft Diameter) - 1-inch Geopolymer Liner	538.38	VF	\$350.00	\$188,433.00
P15	Travel And Mobilization - Florida	1.00	EACH	\$4,500.00	\$4,500.00
Total Price for above A - Base Bid Items:					\$192,933.00

B - Bill As Needed

B18	Infiltration Control- Chemical Grout - Billed As Needed	1.00	GAL	\$250.00	\$250.00
G47	Rebuild Bench And Invert - Billed As Needed	81.00	EACH	\$550.00	\$44,550.00
G58	New Manhole Frame And Cover-24" - Billed As Needed	0.00	EACH	\$1,200.00	\$0.00
O1	Single Lane Closure (per Setup) - Billed As Needed	2.00	EACH	\$1,850.00	\$3,700.00
O8	Flagmen - (Per Flagger) - Billed As Needed	33.00	HR	\$75.00	\$2,475.00
Total Price for above B - Bill As Needed Items:					\$50,975.00

Notes:

- Actual Quantities to be determined in the field
- Ring & Covers to be supplied by the City of Cocoa
- Four items are to establish unit pricing. They will be charged on as needed basis
- Owner / Contractor will provide access to each and every manhole
- Vacuum, hydrostatic, holiday/spark testing are not included in this bid proposal.
- If bond is needed please add 1.5%.
- Proposal does not include any manhole ring and cover adjustments or raising / lowering. Proposal does not include installing of any inflow dish and chimney seals.
- Our manhole rehab is figured utilizing flow through plugs. Any dewatering and or bypass pumping will be provided by Owner / Contractor (if necessary). Please note, in order to install our plugs and divert the flow on force mains we assume the incoming lines are protruding at least 3" into the manhole which will allow us to attach Fernco type coupling systems. If additional bypass, dewatering, or flow control is needed it will be provided by Others.
- If any of these manholes are located in easements, the Owner / Contractors will have to provide site access improvements including (but not limited to) clearing of any trees, shrubs, fence, sheds, vegetation etc. to provide an unobstructed access for our work. This also includes coordinating site access permissions with the property owners and the City. We are able to complete our work if our trucks can be staged within 150' from both the upstream and downstream manholes. If certain site conditions restrict this and require us to stage greater than 150', then our trucks will require a road to drive the equipment to each manhole and it needs to be somewhat of level. Therefore it may be required for the owner to install a temporary easement access road by installing rock / road base, installing culverts, matting etc to aid in creek crossings or wet areas. The install and removal of these site improvements will be provided by Others.
- Bid Proposal is figured on utilizing HGAC Contract TP07-25
- Additional Manholes added

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

Vortex Services LLC

Authorized Signature: _____

Estimator: Tommy Robertson
407-509-6633 trobertson@vortexcompanies.com

FORM D - Products and Services Offerings (Tab B)			Effective Date: 5/7/2025		
Offer Name:	Vortex Companies, LLC				
Invitation No.	HGAC			-5%	
Item No.	ITEM DESCRIPTION	UNITS	DISCOUNTED PRICE	LIST PRICE	
A	Clean / TV and Evaluation for Gravity Pipelines and Related Items				
A1	Sanitary & CCTV Sewer - 6"	LF	\$ 13.00	\$ 13.69	
A2	Sanitary & CCTV Sewer - 8"	LF	\$ 13.00	\$ 13.69	
A3	Sanitary & CCTV Sewer - 10"	LF	\$ 15.00	\$ 15.80	
A4	Sanitary & CCTV Sewer - 12"	LF	\$ 17.00	\$ 17.91	
A5	Sanitary & CCTV Sewer - 15"	LF	\$ 19.00	\$ 20.01	
A6	Sanitary & CCTV Sewer - 18"	LF	\$ 20.00	\$ 21.06	
A7	Sanitary & CCTV Sewer - 21"	LF	\$ 22.00	\$ 23.17	
A8	Sanitary & CCTV Sewer - 24"	LF	\$ 24.00	\$ 25.28	
A9	Sanitary & CCTV Sewer - 27"	LF	\$ 26.00	\$ 27.38	
A10	Sanitary & CCTV Sewer - 30"	LF	\$ 28.00	\$ 29.49	
A11	Sanitary & CCTV Sewer - 33"	LF	\$ 30.00	\$ 31.59	
A12	Sanitary & CCTV Sewer - 36"	LF	\$ 33.00	\$ 34.75	
A13	Sanitary & CCTV Sewer - 42"	LF	\$ 35.00	\$ 36.86	
A14	Sanitary & CCTV Sewer - 48"	LF	\$ 37.00	\$ 38.97	
A15	Sanitary & CCTV Sewer - 54"	LF	\$ 45.00	\$ 47.39	
A16	Sanitary & CCTV Sewer - 60"	LF	\$ 55.00	\$ 57.92	
A17	Sanitary & CCTV Sewer - 66"	LF	\$ 65.00	\$ 68.45	
A18	Sanitary & CCTV Sewer - 72"	LF	\$ 75.00	\$ 78.98	
A19	Sanitary & CCTV Sewer - 78"	LF	\$ 95.00	\$ 100.04	
A20	Sanitary & CCTV Sewer - 84"	LF	\$ 105.00	\$ 110.57	
A21	Sanitary & CCTV Sewer - 90"	LF	\$ 115.00	\$ 121.10	
A22	Sanitary & CCTV Sewer - 96"	LF	\$ 120.00	\$ 126.36	
A23	Sanitary & CCTV Sewer - 102"	LF	\$ 125.00	\$ 131.63	
A24	Sanitary & CCTV Sewer - 108"	LF	\$ 130.00	\$ 136.89	
A25	Sanitary & CCTV Sewer - 114"	LF	\$ 135.00	\$ 142.16	
A26	Sanitary & CCTV Sewer > 114"	LF	\$ 145.00	\$ 152.69	
A27	Storm & CCTV Sewer - 8"	LF	\$ 13.00	\$ 13.69	
A28	Storm & CCTV Sewer - 10"	LF	\$ 15.00	\$ 15.80	
A29	Storm & CCTV Sewer - 12"	LF	\$ 17.00	\$ 17.91	
A30	Storm & CCTV Sewer - 15"	LF	\$ 19.00	\$ 20.01	
A31	Storm & CCTV Sewer - 18"	LF	\$ 20.00	\$ 21.06	
A32	Storm & CCTV Sewer - 21"	LF	\$ 22.00	\$ 23.17	
A33	Storm & CCTV Sewer - 24"	LF	\$ 24.00	\$ 25.28	
A34	Storm & CCTV Sewer - 27"	LF	\$ 27.00	\$ 28.44	
A35	Storm & CCTV Sewer - 30"	LF	\$ 36.00	\$ 37.91	
A36	Storm & CCTV Sewer - 33"	LF	\$ 45.00	\$ 47.39	
A37	Storm & CCTV Sewer - 36"	LF	\$ 54.00	\$ 56.87	
A38	Storm & CCTV Sewer - 42"	LF	\$ 72.00	\$ 75.82	
A39	Storm & CCTV Sewer - 48"	LF	\$ 90.00	\$ 94.77	
A40	Storm & CCTV Sewer - 54"	LF	\$ 108.00	\$ 113.73	
A41	Storm & CCTV Sewer - 60"	LF	\$ 130.00	\$ 136.89	
A42	Storm & CCTV Sewer - 66"	LF	\$ 150.00	\$ 157.95	
A43	Storm & CCTV Sewer - 72"	LF	\$ 170.00	\$ 179.01	
A44	Storm & CCTV Sewer - 78"	LF	\$ 189.00	\$ 199.02	
A45	Storm & CCTV Sewer - 84"	LF	\$ 208.00	\$ 219.03	
A46	Storm & CCTV Sewer - 90"	LF	\$ 228.00	\$ 240.09	
A47	Storm & CCTV Sewer - 96"	LF	\$ 247.00	\$ 260.10	
A48	Storm & CCTV Sewer - 102"	LF	\$ 267.00	\$ 281.16	
A49	Storm & CCTV Sewer - 108"	LF	\$ 286.00	\$ 301.16	
A50	Storm & CCTV Sewer - 114"	LF	\$ 306.00	\$ 322.22	
A51	Storm & CCTV Sewer > 114"	LF	\$ 325.00	\$ 342.23	
A52	Clean / Debris Removal per CY	CY	\$ 250.00	\$ 263.25	
A53	Heavy Clean & CCTV	HR	\$ 950.00	\$ 1,000.35	
A54	6" - 12" Post TV Inspection After Rehabilitation	LF	\$ 7.00	\$ 7.38	
A55	14" - 20" Post TV Inspection After Rehabilitation	LF	\$ 9.00	\$ 9.48	
A56	21" - 36" Post TV Inspection After Rehabilitation	LF	\$ 12.00	\$ 12.64	
A57	37"- 42" Post TV Inspection After Rehabilitation	LF	\$ 16.00	\$ 16.85	
A58	43"- 48" Post TV Inspection After Rehabilitation	LF	\$ 29.00	\$ 30.54	
A59	49"- 54" Post TV Inspection After Rehabilitation	LF	\$ 42.00	\$ 44.23	
A60	55"- 60" Post TV Inspection After Rehabilitation	LF	\$ 55.00	\$ 57.92	
A61	61"- 72" Post TV Inspection After Rehabilitation	LF	\$ 68.00	\$ 71.61	
A62	73" or Larger Post TV Inspection After Rehabilitation	LF	\$ 81.00	\$ 85.30	
A63	Sewer, Internal Pipe Inspection Push Camera	LF	\$ 50.00	\$ 52.65	
A64	Sonar/TISCIT Survey >18" - 24" Diameter Pipe	LF	\$ 24.00	\$ 25.28	
A65	Sonar/TISCIT Survey > 24" - 36" Diameter Pipe	LF	\$ 30.00	\$ 31.59	
A66	Sonar/TISCIT Survey > 36" Diameter Pipe	LF	\$ 40.00	\$ 42.12	
A67	MSI Survey >18" - 24" Diameter Pipe	LF	\$ 40.00	\$ 42.12	
A68	MSI Survey > 24" - 36" Diameter Pipe	LF	\$ 50.00	\$ 52.65	
A69	MSI Survey > 36" Diameter Pipe	LF	\$ 60.00	\$ 63.18	
A70	Heavy Lift Station Cleaning (Remove all Debris to Bottom of LS - 4 hr minimum)	EA	\$ 5,600.00	\$ 5,896.80	

A71	Major Lift Station Cleaning - Additional Hours	HR	\$ 1,400.00	\$ 1,474.20
A72	Minor Lift Station Cleaning (Skimming Top of LS - 4 hr minimum)	EA	\$ 1,500.00	\$ 1,579.50
A73	Minor Lift Station Cleaning - Additional Hours	HR	\$ 374.00	\$ 393.83
A74	Sandblasting per SF	SF	\$ 100.00	\$ 105.30
A75	Sandblasting per Day	DY	\$ 3,500.00	\$ 3,685.50
A76	Vactor Truck Services	HR	\$ 1,000.00	\$ 1,053.00
A77	CCTV Truck Services	HR	\$ 800.00	\$ 842.40
A78	Waste Water Treatment Plant Debris Removal/Sludge Hauling (Small)	YD	\$ 117.00	\$ 123.21
A79	Waste Water Treatment Plant Debris Removal/Sludge Hauling (Large)	YD	\$ 455.00	\$ 479.12
A80	Re-setup for TV Due to Point Repairs or Obstructions	EA	\$ 500.00	\$ 526.50
A81	Mechanical Root / Grease removal	LF	\$ 45.00	\$ 47.39
A82	Tuberculation Removal / Specialty Cleaning	LF	\$ 250.00	\$ 263.25
A83	Other Remote Obstruction removal (max. 5 lf)	EA	\$ 1,500.00	\$ 1,579.50
A84	Smoke Testing	LF	\$ 12.00	\$ 12.64
A85	Manhole / Inlets Cleaning	EA	\$ 1,500.00	\$ 1,579.50
A86	Manhole Inspections	EA	\$ 750.00	\$ 789.75
A87	Manhole/Cleanout & Sewer Line Visual Inspection	EA	\$ 240.00	\$ 252.72
A88	GPS Survey of Manholes & Cleanouts	EA	\$ 520.00	\$ 547.56
A89	Heavy Debris Removal - MAN ENTRY	EA	\$ 450.00	\$ 473.85
A90	Heavy Debris Removal - LARGE DIAMETER MAN ENTRY	EA	\$ 650.00	\$ 684.45
A91	Heavy Debris Removal - REMOTE ENTRY	LF	\$ 1,300.00	\$ 1,368.90
A92	Dyed Water Flooding/Leak Quantification & Evaluation	EA	\$ 1,500.00	\$ 1,579.50
A93	Specialty Pipe Cleaning (all Diameters)	LF	\$ 500.00	\$ 526.50
B	Centrifugally Cast Pipe Rehabilitation, Grouting and Related Items			
B1	36" Pipe - Geopolymer Rehabilitation - 1" Thickness	LF	\$ 750.00	\$ 789.75
B2	42" Pipe - Geopolymer Rehabilitation - 1" Thickness	LF	\$ 650.00	\$ 684.45
B3	48" Pipe - Geopolymer Rehabilitation - 1" Thickness	LF	\$ 718.75	\$ 756.85
B4	54" Pipe - Geopolymer Rehabilitation - 1" Thickness	LF	\$ 850.00	\$ 895.05
B5	60" Pipe - Geopolymer Rehabilitation - 1.5" Thickness	LF	\$ 937.50	\$ 987.19
B6	66" Pipe - Geopolymer Rehabilitation - 1.5" Thickness	LF	\$ 1,031.25	\$ 1,085.91
B7	72" Pipe - Geopolymer Rehabilitation - 1.5" Thickness	LF	\$ 1,218.75	\$ 1,283.35
B8	78" Pipe - Geopolymer Rehabilitation - 1.5" Thickness	LF	\$ 1,331.25	\$ 1,401.81
B9	84" Pipe - Geopolymer Rehabilitation - 1.5" Thickness	LF	\$ 1,543.75	\$ 1,625.57
B10	90" Pipe - Geopolymer Rehabilitation - 1.5" Thickness	LF	\$ 1,725.00	\$ 1,816.43
B11	96" Pipe - Geopolymer Rehabilitation - 1.5" Thickness	LF	\$ 2,156.25	\$ 2,270.54
B12	102" Pipe - Geopolymer Rehabilitation - 1.5" Thickness	LF	\$ 2,587.50	\$ 2,724.64
B13	108" Pipe - Geopolymer Rehabilitation - 1.5" Thickness	LF	\$ 3,306.25	\$ 3,481.49
B14	Greater than 108" Pipe - Geopolymer Rehabilitation - 1.5" Thickness	SF	\$ 175.00	\$ 184.28
B15	Non Round Sewer Pipe 1" Thickness	SF	\$ 68.75	\$ 72.40
B16	Each Additional .5" Thickness	SF	\$ 35.00	\$ 36.86
B17	Geopolymer - Short Pipe Set Up (less than 100 LF)	EACH	\$ 15,000.00	\$ 15,795.00
B18	Infiltration Control - Chemical Grout	GAL	\$ 525.00	\$ 552.83
B19	Infiltration Control - Quad-Plug (5 Gallon)	EA	\$ 100.00	\$ 105.30
B20	Rebuilt Invert - Flowable Fill	CF	\$ 175.00	\$ 184.28
B21	Rebuilt Invert - Quadflow	CF	\$ 200.00	\$ 210.60
B22	Rebuilt Invert - GeoKrete	CF	\$ 218.75	\$ 230.35
B23	Joint Preparation	LF	\$ 31.25	\$ 32.91
B24	Reinforcement with Carbon Fiber	SF	\$ 6.25	\$ 6.59
B25	Reinforcement with Welded Wire	SF	\$ 25.00	\$ 26.33
B26	Reinforcement with Rebar	LF	\$ 56.25	\$ 59.24
B27	Antimicrobial Application	SF	\$ 7.50	\$ 7.90
B28	Service Lateral	EACH	\$ 1,250.00	\$ 1,316.25
B29	Set up - Ground Penetrating Radar (GPR)	EA	\$ 25,000.00	\$ 26,325.00
B30	Ground Penetrating Radar (GPR) Study	LF	\$ 50.00	\$ 52.65
B31	Set up - Grouting	EA	\$ 25,000.00	\$ 26,325.00
B32	Grout Injection Chemical Grouting	LB	\$ 30.00	\$ 31.59
B33	High Density Urethane for grouting, slab lifting, void filling, pipe sealing etc.(500lb.min)	LB	\$ 115.00	\$ 121.10
B34	All Sizes Annular space grouting cement slurry base	CUFT	\$ 75.00	\$ 78.98
B35	All Sizes Set-up for annular space grouting <100 cubic feet	LS	\$ 6,250.00	\$ 6,581.25
B36	Set up Fee for Lateral or Mainline Grouting	EA	\$ 15,000.00	\$ 15,795.00
B37	Lateral Grouting (4-8" laterals, in 8-18" mains)	EA	\$ 2,000.00	\$ 2,106.00
B38	Mainline Joint Grouting (8-48")	EA	\$ 6,500.00	\$ 6,844.50
C	Cured-In-Place Pipe (CIPP) Rehabilitation and Related Items			
C1	6" x 4.5mm - CIPP Steam / Water Cure	LF	\$ 69.00	\$ 72.66
C2	8" x 6.0mm - CIPP Steam / Water Cure	LF	\$ 63.00	\$ 66.34
C3	10" x 6.0mm - CIPP Steam / Water Cure	LF	\$ 75.00	\$ 78.98
C4	12" x 6.0mm - CIPP Steam / Water Cure	LF	\$ 94.00	\$ 98.99
C5	15" x 7.5mm - CIPP Steam / Water Cure	LF	\$ 119.00	\$ 125.31
C6	18" x 9.0mm - CIPP Steam / Water Cure	LF	\$ 144.00	\$ 151.64
C7	21" x 9.0mm - CIPP Steam / Water Cure	LF	\$ 182.00	\$ 191.65
C8	24" x 10.5mm - CIPP Steam / Water Cure	LF	\$ 225.00	\$ 236.93
C9	27" x 10.5mm - CIPP Steam / Water Cure	LF	\$ 263.00	\$ 276.94
C10	30" x 12.0mm - CIPP Steam / Water Cure	LF	\$ 319.00	\$ 335.91
C11	33" x 12.0mm - CIPP Steam / Water Cure	LF	\$ 357.00	\$ 375.93
C12	36" x 12.0mm - CIPP Steam / Water Cure	LF	\$ 419.00	\$ 441.21

C13	42" x 13.5mm - CIPP Steam / Water Cure	LF	\$ 488.00	\$ 513.87
C14	48" x 15.0mm - CIPP Steam / Water Cure	LF	\$ 688.00	\$ 724.47
C15	54" x 18.0mm - CIPP Steam / Water Cure	LF	\$ 979.00	\$ 1,030.89
C16	60" x 22.5mm - CIPP Steam / Water Cure	LF	\$ 1,283.00	\$ 1,351.00
C17	66" x 25mm - CIPP Steam / Water Cure	LF	\$ 2,195.00	\$ 2,311.34
C18	72" x 28mm - CIPP Steam / Water Cure	LF	\$ 2,600.00	\$ 2,737.80
C19	6" & 8" Additional 1.5mm - CIPP Steam / Water Cure	LF	\$ 5.00	\$ 5.27
C20	10" & 12" Additional 1.5mm - CIPP Steam / Water Cure	LF	\$ 7.00	\$ 7.38
C21	15" & 18" Additional 1.5mm - CIPP Steam / Water Cure	LF	\$ 18.00	\$ 18.96
C22	21" & 24" Additional 1.5mm - CIPP Steam / Water Cure	LF	\$ 29.00	\$ 30.54
C23	27" Additional 1.5mm - CIPP Steam / Water Cure	LF	\$ 34.00	\$ 35.81
C24	30" Additional 1.5mm - CIPP Steam / Water Cure	LF	\$ 42.00	\$ 44.23
C25	33" Additional 1.5mm - CIPP Steam / Water Cure	LF	\$ 47.00	\$ 49.50
C26	36" Additional 1.5mm - CIPP Steam / Water Cure	LF	\$ 53.00	\$ 55.81
C27	42" Additional 1.5mm - CIPP Steam / Water Cure	LF	\$ 58.00	\$ 61.08
C28	48" Additional 1.5mm - CIPP Steam / Water Cure	LF	\$ 70.00	\$ 73.71
C29	54" Additional 1.5mm - CIPP Steam / Water Cure	LF	\$ 82.00	\$ 86.35
C30	60" Additional 1.5mm - CIPP Steam / Water Cure	LF	\$ 94.00	\$ 98.99
C31	66" Additional 1.5mm - CIPP Steam / Water Cure	LF	\$ 107.00	\$ 112.68
C32	72" Additional 1.5mm - CIPP Steam / Water Cure	LF	\$ 119.00	\$ 125.31
C33	6" X 2.8mm - CIPP UV Cure	LF	\$ 102.00	\$ 107.41
C34	8 X 2.8mm - CIPP UV Cure	LF	\$ 89.00	\$ 93.72
C35	10 X 2.8mm - CIPP UV Cure	LF	\$ 109.00	\$ 114.78
C36	12" X 2.8mm - CIPP UV Cure	LF	\$ 119.00	\$ 125.31
C37	15" X 3.5mm - CIPP UV Cure	LF	\$ 125.00	\$ 131.63
C38	18" X 4.2mm - CIPP UV Cure	LF	\$ 164.00	\$ 172.70
C39	21" X 4.9mm - CIPP UV Cure	LF	\$ 210.00	\$ 221.13
C40	24" x 5.6mm - CIPP UV Cure	LF	\$ 263.00	\$ 276.94
C41	27" x 5.6mm - CIPP UV Cure	LF	\$ 344.00	\$ 362.24
C42	30" x 5.6mm - CIPP UV Cure	LF	\$ 375.00	\$ 394.88
C43	33" x 5.6mm - CIPP UV Cure	LF	\$ 425.00	\$ 447.53
C44	36" x 5.6mm - CIPP UV Cure	LF	\$ 475.00	\$ 500.18
C45	42" x 8.4mm - CIPP UV Cure	LF	\$ 732.00	\$ 770.80
C46	48" x 8.4mm - CIPP UV Cure	LF	\$ 844.00	\$ 888.74
C47	54" x 10.8mm - CIPP UV Cure	LF	\$ 1,525.00	\$ 1,605.83
C48	60" x 12mm - CIPP UV Cure	LF	\$ 1,955.00	\$ 2,058.62
C49	66" x 13.5mm - CIPP UV Cure	LF	\$ 2,265.00	\$ 2,385.05
C50	72" x 15mm - CIPP UV Cure	LF	\$ 2,735.00	\$ 2,879.96
C51	6" & 8" Additional 1.5mm - CIPP UV Cure	LF	\$ 5.00	\$ 5.27
C52	10" & 12" Additional 1.5mm - CIPP UV Cure	LF	\$ 8.00	\$ 8.43
C53	15" & 18" Additional 1.5mm - CIPP UV Cure	LF	\$ 23.00	\$ 24.22
C54	21" & 24" Additional 1.5mm - CIPP UV Cure	LF	\$ 38.00	\$ 40.02
C55	27" Additional 1.5mm - CIPP UV Cure	LF	\$ 44.00	\$ 46.34
C56	30" Additional 1.5mm - CIPP UV Cure	LF	\$ 52.00	\$ 54.76
C57	33" Additional 1.5mm - CIPP UV Cure	LF	\$ 58.00	\$ 61.08
C58	36" Additional 1.5mm - CIPP UV Cure	LF	\$ 65.00	\$ 68.45
C59	42" Additional 1.5mm - CIPP UV Cure	LF	\$ 73.00	\$ 76.87
C60	48" Additional 1.5mm - CIPP UV Cure	LF	\$ 87.00	\$ 91.62
C61	54" Additional 1.5mm - CIPP UV Cure	LF	\$ 102.00	\$ 107.41
C62	60" Additional 1.5mm - CIPP UV Cure	LF	\$ 118.00	\$ 124.26
C63	66" Additional 1.5mm - CIPP UV Cure	LF	\$ 144.00	\$ 151.64
C64	72" Additional 1.5mm - CIPP UV Cure	LF	\$ 182.00	\$ 191.65
C65	6" & 8" Additional .7mm - CIPP UV Cure	LF	\$ 7.00	\$ 7.38
C66	10" & 12" Additional .7mm - CIPP UV Cure	LF	\$ 11.00	\$ 11.59
C67	15" Additional .7mm - CIPP UV Cure	LF	\$ 15.00	\$ 15.80
C68	18" Additional .7mm - CIPP UV Cure	LF	\$ 16.00	\$ 16.85
C69	21" Additional .7mm - CIPP UV Cure	LF	\$ 19.00	\$ 20.01
C70	24" Additional .7mm - CIPP UV Cure	LF	\$ 22.00	\$ 23.17
C71	27" Additional .7mm - CIPP UV Cure	LF	\$ 24.00	\$ 25.28
C72	30" Additional .7mm - CIPP UV Cure	LF	\$ 27.00	\$ 28.44
C73	33" Additional .7mm - CIPP UV Cure	LF	\$ 29.00	\$ 30.54
C74	36" Additional .7mm - CIPP UV Cure	LF	\$ 32.00	\$ 33.70
C75	42" Additional .7mm - CIPP UV Cure	LF	\$ 46.00	\$ 48.44
C76	48" Additional .7mm - CIPP UV Cure	LF	\$ 66.00	\$ 69.50
C77	54" Additional .7mm - CIPP UV Cure	LF	\$ 88.00	\$ 92.67
C78	60" Additional .7mm - CIPP UV Cure	LF	\$ 107.00	\$ 112.68
C79	66" Additional .7mm - CIPP UV Cure	LF	\$ 125.00	\$ 131.63
C80	72" Additional .7mm - CIPP UV Cure	LF	\$ 144.00	\$ 151.64
C81	Sectional - InternalPipe Point Repair with CIPP, 6" Diameter, minimum thickness (includes up to 5')	EA	\$ 6,250.00	\$ 6,581.25
C82	Sectional - InternalPipe Point Repair with CIPP, 8" Diameter, minimum thickness (includes up to 5')		\$ 7,500.00	\$ 7,897.50
C83	Sectional - InternalPipe Point Repair with CIPP, 10" Diameter, minimum thickness (includes up to 5')	EA	\$ 8,125.00	\$ 8,555.63
C84	Sectional - InternalPipe Point Repair with CIPP, 12" Diameter, minimum thickness (includes up to 5')	EA	\$ 8,750.00	\$ 9,213.75
C85	Sectional - InternalPipe Point Repair with CIPP, 15" Diameter, minimum thickness (includes up to 5')	EA	\$ 9,375.00	\$ 9,871.88
C86	Sectional - InternalPipe Point Repair with CIPP, 18" Diameter, minimum thickness (includes up to 5')	EA	\$ 11,875.00	\$ 12,504.38

C87	Sectional - InternalPipe Point Repair with CIPP, 20" Diameter, minimum thickness (includes up to 4')	EA	\$ 13,750.00	\$ 14,478.75
C88	Sectional - InternalPipe Point Repair with CIPP, 24" Diameter, minimum thickness (includes up to 4')		\$ 15,000.00	\$ 15,795.00
C89	Sectional - IPR - Additional Footage 6"	LF	\$ 375.00	\$ 394.88
C90	Sectional - IPR - Additional Footage 8"	LF	\$ 450.00	\$ 473.85
C91	Sectional - IPR - Additional Footage 10"	LF	\$ 500.00	\$ 526.50
C92	Sectional - IPR - Additional Footage 12"	LF	\$ 625.00	\$ 658.13
C93	Sectional - IPR - Additional Footage 15"	LF	\$ 750.00	\$ 789.75
C94	Sectional - IPR - Additional Footage 18"	LF	\$ 875.00	\$ 921.38
C95	Sectional - IPR - Additional Footage 20"	LF	\$ 1,125.00	\$ 1,184.63
C96	Sectional - IPR - Additional Footage 24"	LF	\$ 1,300.00	\$ 1,368.90
C97	CIPP UV Cure - 6" Pipe Segmental Patches	EA	\$ 7,500.00	\$ 7,897.50
C98	CIPP UV Cure - 8" Pipe Segmental Patches	EA	\$ 8,250.00	\$ 8,687.25
C99	CIPP UV Cure - 10" Pipe Segmental Patches	EA	\$ 8,500.00	\$ 8,950.50
C100	CIPP UV Cure - 12" Pipe Segmental Patches	EA	\$ 8,750.00	\$ 9,213.75
C101	CIPP UV Cure - 15" Pipe Segmental Patches	EA	\$ 14,000.00	\$ 14,742.00
C102	CIPP UV Cure - 18" Pipe Segmental Patches	EA	\$ 15,500.00	\$ 16,321.50
C103	CIPP UV Cure - 24" Pipe Segmental Patches	EA	\$ 16,750.00	\$ 17,637.75
C104	CIPP UV Cure - 30" Pipe Segmental Patches	EA	\$ 22,000.00	\$ 23,166.00
C105	CIPP UV Cure - 36" Pipe Segmental Patches	EA	\$ 25,000.00	\$ 26,325.00
C106	Robotically Reinstated Internal reconnects on all CIPP	EA	\$ 500.00	\$ 526.50
C107	Trim Protruding Services	EA	\$ 675.00	\$ 710.78
C108	6"-12" CIPP Set-up Charge	LF	\$ 45.00	\$ 47.39
C109	6" - 12" CIPP Setup Charge (< 300 LF)	EA	\$ 1,250.00	\$ 1,316.25
C110	15"-18" CIPP Set-up Charge	LF	\$ 50.00	\$ 52.65
C111	15" - 21" CIPP Setup Charge (< 300 LF)	EA	\$ 1,875.00	\$ 1,974.38
C112	21"-24" CIPP Set-up Charge	LF	\$ 52.50	\$ 55.29
C113	24" - 36" CIPP Setup Charge (< 300 LF)	EA	\$ 2,500.00	\$ 2,632.50
C114	27"-36" CIPP Set-up Charge	LF	\$ 60.00	\$ 63.18
C115	36" or Larger CIPP Setup Charge (< 300 LF)	EA	\$ 5,000.00	\$ 5,265.00
C116	42"-48" CIPP Set-up Charge	LF	\$ 68.00	\$ 71.61
C117	42-48" or Larger CIPP Setup Charge (< 300 LF)	EA	\$ 7,500.00	\$ 7,897.50
C118	54-60" CIPP Set-up Charge	LF	\$ 70.00	\$ 73.71
C119	54-60" or Larger CIPP Setup Charge (< 300 LF)	EA	\$ 12,000.00	\$ 12,636.00
C120	66-72" CIPP Set-up Charge	LF	\$ 95.00	\$ 100.04
C121	66-72" or Larger CIPP Setup Charge (< 300 LF)	EA	\$ 18,000.00	\$ 18,954.00
C122	Backyard Easement Setup (6" - 10")	EA	\$ 3,125.00	\$ 3,290.63
C123	Backyard Easement Setup (12" - 18")	EA	\$ 4,375.00	\$ 4,606.88
C124	6" to 12" Backyard Easement Additional Set-up Per Install Length	LF	\$ 6.25	\$ 6.59
C125	15" to 24" Backyard Easement Additional Set-up Per Install Length	LF	\$ 12.50	\$ 13.17
C126	27" to 48" Backyard Easement Additional Set-up Per Install Length	LF	\$ 18.75	\$ 19.75
C127	Over the hole set up	EA	\$ 150,000.00	\$ 157,950.00
C128	Over the hole set up weekly Rental	WK	\$ 75,000.00	\$ 78,975.00
C129	6" - Resin Adder for - Vinyl Ester, Neat Resin, or Epoxy Resin	LF	\$ 31.05	\$ 32.70
C130	8" - Resin Adder for - Vinyl Ester, Neat Resin, or Epoxy Resin	LF	\$ 28.35	\$ 29.86
C131	10" - Resin Adder for - Vinyl Ester, Neat Resin, or Epoxy Resin	LF	\$ 33.75	\$ 35.54
C132	12" - Resin Adder for - Vinyl Ester, Neat Resin, or Epoxy Resin	LF	\$ 42.30	\$ 44.55
C133	15" - Resin Adder for - Vinyl Ester, Neat Resin, or Epoxy Resin	LF	\$ 53.55	\$ 56.39
C134	18" - Resin Adder for - Vinyl Ester, Neat Resin, or Epoxy Resin	LF	\$ 64.80	\$ 68.24
C135	21" - Resin Adder for - Vinyl Ester, Neat Resin, or Epoxy Resin	LF	\$ 81.90	\$ 86.25
C136	24" - Resin Adder for - Vinyl Ester, Neat Resin, or Epoxy Resin	LF	\$ 101.25	\$ 106.62
C137	27" - Resin Adder for - Vinyl Ester, Neat Resin, or Epoxy Resin	LF	\$ 118.35	\$ 124.63
C138	30" - Resin Adder for - Vinyl Ester, Neat Resin, or Epoxy Resin	LF	\$ 143.55	\$ 151.16
C139	33" - Resin Adder for - Vinyl Ester, Neat Resin, or Epoxy Resin	LF	\$ 160.65	\$ 169.17
C140	36" - Resin Adder for - Vinyl Ester, Neat Resin, or Epoxy Resin	LF	\$ 188.55	\$ 198.55
C141	42" - Resin Adder for - Vinyl Ester, Neat Resin, or Epoxy Resin	LF	\$ 219.60	\$ 231.24
C142	48" - Resin Adder for - Vinyl Ester, Neat Resin, or Epoxy Resin	LF	\$ 309.60	\$ 326.01
C143	54" - Resin Adder for - Vinyl Ester, Neat Resin, or Epoxy Resin	LF	\$ 440.55	\$ 463.90
C144	60" - Resin Adder for - Vinyl Ester, Neat Resin, or Epoxy Resin	LF	\$ 577.35	\$ 607.95
C145	66" - Resin Adder for - Vinyl Ester, Neat Resin, or Epoxy Resin	LF	\$ 987.75	\$ 1,040.11
C146	72" - Resin Adder for - Vinyl Ester, Neat Resin, or Epoxy Resin	LF	\$ 1,170.00	\$ 1,232.01
C147	6" Installation of End Seal - on gravity pipe	EA	\$ 370.00	\$ 389.61
C148	8" Installation of End Seal - on gravity pipe	EA	\$ 445.00	\$ 468.59
C149	10" Installation of End Seal - on gravity pipe	EA	\$ 500.00	\$ 526.50
C150	12" Installation of End Seal - on gravity pipe	EA	\$ 553.00	\$ 582.31
C151	15" Installation of End Seal - on gravity pipe	EA	\$ 627.00	\$ 660.24
C152	18" Installation of End Seal - on gravity pipe	EA	\$ 700.00	\$ 737.10
C153	21" Installation of End Seal - on gravity pipe	EA	\$ 978.00	\$ 1,029.84
C154	24" Installation of End Seal - on gravity pipe	EA	\$ 1,051.00	\$ 1,106.71
C155	27" Installation of End Seal - on gravity pipe	EA	\$ 1,217.00	\$ 1,281.51
C156	30" Installation of End Seal - on gravity pipe	EA	\$ 1,310.00	\$ 1,379.43
C157	33" Installation of End Seal - on gravity pipe	EA	\$ 1,383.00	\$ 1,456.30
C158	36" Installation of End Seal - on gravity pipe	EA	\$ 1,457.00	\$ 1,534.23
C159	42" Installation of End Seal - on gravity pipe	EA	\$ 1,697.00	\$ 1,786.95
C160	48" Installation of End Seal - on gravity pipe	EA	\$ 1,934.00	\$ 2,036.51

C161	54" Installation of End Seal - on gravity pipe	EA	\$ 2,600.00	\$ 2,737.80
C162	60" Installation of End Seal - on gravity pipe	EA	\$ 2,838.00	\$ 2,988.42
C163	66" Installation of End Seal - on gravity pipe	EA	\$ 3,121.00	\$ 3,286.42
C164	72" Installation of End Seal - on gravity pipe	EA	\$ 3,405.00	\$ 3,585.47
D	Pipe Bursting Rehabilitation and Related Items			
D1	Burst existing 6" to 6" IPS SDR 19 (0'- 8' deep)	LF	\$ 101.25	\$ 106.62
D2	Burst existing 6" to 6" IPS SDR 19 (8'- 12' deep)	LF	\$ 114.75	\$ 120.84
D3	Burst existing 6" to 6" IPS SDR 19 (12'- 16' deep)	LF	\$ 148.50	\$ 156.38
D4	Burst existing 6" or 8" to 8" IPS SDR 19 (0'- 8' deep)	LF	\$ 114.75	\$ 120.84
D5	Burst existing 6" or 8" to 8" IPS SDR 19 (8'- 12' deep)	LF	\$ 135.00	\$ 142.16
D6	Burst existing 6" or 8" to 8" IPS SDR 19 (12'- 16' deep)	LF	\$ 155.25	\$ 163.48
D7	Burst existing 8" or 10" to 10" IPS SDR 19 (0'- 8' deep)	LF	\$ 121.50	\$ 127.94
D8	Burst existing 8" or 10" to 10" IPS SDR 19 (8'- 12' deep)	LF	\$ 155.25	\$ 163.48
D9	Burst existing 8" or 10" to 10" IPS SDR 19 (12'- 16' deep)	LF	\$ 175.50	\$ 184.81
D10	Burst existing 10" or 12" to 12" IPS SDR 19 (0'- 8' deep)	LF	\$ 148.50	\$ 156.38
D11	Burst existing 10" or 12" to 12" IPS SDR 19 (8'- 12' deep)	LF	\$ 168.75	\$ 177.70
D12	Burst existing 10" or 12" to 12" IPS SDR 19 (12'- 16' deep)	LF	\$ 189.00	\$ 199.02
D13	Burst existing 12" or 15" to 16" IPS SDR 19 (0'- 8' deep)	LF	\$ 243.00	\$ 255.88
D14	Burst existing 12" or 15" to 16" IPS SDR 19 (8'- 12' deep)	LF	\$ 270.00	\$ 284.31
D15	Burst existing 12" or 15" to 16" IPS SDR 19 (12'- 16' deep)	LF	\$ 330.75	\$ 348.28
D16	Burst existing 15" or 18" to 18" IPS SDR 19 (0'- 8' deep)	LF	\$ 303.75	\$ 319.85
D17	Burst existing 15" or 18" to 18" IPS SDR 19 (8'- 12' deep)	LF	\$ 351.00	\$ 369.61
D18	Burst existing 15" or 18" to 18" IPS SDR 19 (12'- 16' deep)	LF	\$ 405.00	\$ 426.47
D19	Burst existing 18" or 21" to 22" IPS SDR 19 (0'- 8' deep)	LF	\$ 351.00	\$ 369.61
D20	Burst existing 18" or 21" to 22" IPS SDR 19 (8'- 12' deep)	LF	\$ 432.00	\$ 454.90
D21	Burst existing 18" or 21" to 22" IPS SDR 19 (12'- 16' deep)	LF	\$ 486.00	\$ 511.76
D22	Burst existing 21" or 24" to 24" IPS SDR 19 (0'- 8' deep)	LF	\$ 405.00	\$ 426.47
D23	Burst existing 21" or 24" to 24" IPS SDR 19 (8'- 12' deep)	LF	\$ 486.00	\$ 511.76
D24	Burst existing 21" or 24" to 24" IPS SDR 19 (12'- 16' deep)	LF	\$ 540.00	\$ 568.62
D25	Burst existing 24" or 27" to 28" IPS SDR 19 (0'- 8' deep)	LF	\$ 573.75	\$ 604.16
D26	Burst existing 24" or 27" to 28" IPS SDR 19 (8'- 12' deep)	LF	\$ 675.00	\$ 710.78
D27	Burst existing 24" or 27" to 28" IPS SDR 19 (12'- 16' deep)	LF	\$ 877.50	\$ 924.01
D28	Burst existing 27" or 30" to 30" IPS SDR 19 (0'- 8' deep)	LF	\$ 675.00	\$ 710.78
D29	Burst existing 27" or 30" to 30" IPS SDR 19 (8'- 12' deep)	LF	\$ 810.00	\$ 852.93
D30	Burst existing 27" or 30" to 30" IPS SDR 19 (12'- 16' deep)	LF	\$ 1,080.00	\$ 1,137.24
D31	8" - 12" Pipeburst Setup Charge (< 300 LF)	EA	\$ 13,500.00	\$ 14,215.50
D32	16" - 22" Pipeburst Setup Charge (< 300 LF)	EA	\$ 20,250.00	\$ 21,323.25
D33	24" or Larger Pipeburst Setup Charge (< 300 LF)	EA	\$ 33,750.00	\$ 35,538.75
D34	Over 16' deep premium	LF	\$ 365.00	\$ 384.35
D35	Cutting or Removing Existing Liner	LF	\$ 275.00	\$ 289.58
E	Pipe Bursting Rehabilitation Water Lines and Related Items			
E1	Install 2" Fusible PVC or HDPE pre-chlorinated water line, SDR 11, in trench	LF	\$ 110.00	\$ 115.83
E2	Install 4" Fusible PVC or HDPE pre-chlorinated water line, SDR 11, in trench	LF	\$ 135.00	\$ 142.16
E3	Install 6" Fusible PVC or HDPE pre-chlorinated water line, SDR 11, in trench	LF	\$ 160.00	\$ 168.48
E4	Install 8" Fusible PVC or HDPE pre-chlorinated water line, SDR 11, in trench	LF	\$ 195.00	\$ 205.34
E5	Install 10" Fusible PVC or HDPE pre-chlorinated water line, SDR 11, in trench	LF	\$ 230.00	\$ 242.19
E6	Install 12" Fusible PVC or HDPE pre-chlorinated water line, SDR 11, in trench	LF	\$ 280.00	\$ 294.84
E7	6" Flow Stop	EA	\$ 10,975.00	\$ 11,556.68
E8	8" Flow Stop	EA	\$ 12,150.00	\$ 12,793.95
E9	10" Flow Stop	EA	\$ 14,850.00	\$ 15,637.05
E10	12" Flow Stop	EA	\$ 17,725.00	\$ 18,664.43
E11	Hot Tap	EA	\$ 75,000.00	\$ 78,975.00
E12	3/4" Service Tap, Install on 4"-8" Waterline	EA	\$ 1,690.00	\$ 1,779.57
E13	1" Service Tap, Install on 4"-8" Waterline	EA	\$ 2,025.00	\$ 2,132.33
E14	1.5" Service Tap, Install on 4"-8" Waterline	EA	\$ 2,450.00	\$ 2,579.85
E15	2" Service Tap, Install on 4"-8" Waterline	EA	\$ 3,375.00	\$ 3,553.88
E16	3/4" Service Tap, Install on 10"-12" Waterline	EA	\$ 1,690.00	\$ 1,779.57
E17	1" Service Tap, Install on 10"-12" Waterline	EA	\$ 2,025.00	\$ 2,132.33
E18	1.5" Service Tap, Install on 10"-12" Waterline	EA	\$ 2,450.00	\$ 2,579.85
E19	2" Service Tap, Install on 10"-12" Waterline	EA	\$ 3,375.00	\$ 3,553.88
E20	Install 4"-8" tee, to any size	EA	\$ 6,075.00	\$ 6,396.98
E21	Install 10"-12" tee, to any size	EA	\$ 8,100.00	\$ 8,529.30
E22	Install 4"-8" mechanical joint wet connection, to any size	EA	\$ 4,640.00	\$ 4,885.92
E23	Install 10"-12" wet connection, to any size	EA	\$ 10,125.00	\$ 10,661.63
E24	Auger and encase 4"-8", all depths, complete in place (to include pipe in casing)	LF	\$ 607.50	\$ 639.70
E25	Auger and encase 10"-12", all depths, complete in place (to include pipe in casing)	LF	\$ 1,000.00	\$ 1,053.00
E26	Annual and void space grouting	CY	\$ 350.00	\$ 368.55
E27	Install 1" Corporation Stop with Valve Box	EA	\$ 675.00	\$ 710.78
E28	Install 2" Corporation Stop with Valve Box	EA	\$ 1,181.25	\$ 1,243.86
E29	Install 4" gate valve & box	EA	\$ 1,012.50	\$ 1,066.17
E30	Install 6" gate valve & box	EA	\$ 1,350.00	\$ 1,421.55
E31	Install 8" gate valve & box	EA	\$ 2,025.00	\$ 2,132.33
E32	Install 12" gate valve & box	EA	\$ 3,712.50	\$ 3,909.27
E33	Install 8"x2" service saddle	EA	\$ 1,518.75	\$ 1,599.25
E34	Install 12"x1" service saddle	EA	\$ 2,025.00	\$ 2,132.33
E35	Install 12"x2" service saddle	EA	\$ 2,193.75	\$ 2,310.02

E36	Connect new 1" water line w/existing 1" water line	EA	\$ 675.00	\$ 710.78
E37	Connect new 2" water line w/existing 2" water line	EA	\$ 843.75	\$ 888.47
E38	Connect new 4" water line w/existing 4" water line	EA	\$ 1,012.50	\$ 1,066.17
E39	Connect new 6" water line w/existing 6" water line	EA	\$ 1,181.25	\$ 1,243.86
E40	Connect new 8" water line w/existing 8" water line	EA	\$ 1,350.00	\$ 1,421.55
E41	Connect new 12" water line w/existing 12" water line	EA	\$ 1,687.50	\$ 1,776.94
E42	Install 3/4 inch service connections	EA	\$ 945.00	\$ 995.09
E43	Remove and dispose of existing fire hydrant	EA	\$ 843.75	\$ 888.47
E44	Salvage existing fire hydrant and re-install in new location	EA	\$ 4,387.50	\$ 4,620.04
E45	Repair pavement with cold mix asphalt	TON	\$ 405.00	\$ 426.47
E46	Furnish and install 8" x 6" ductile iron fire hydrant tee	EA	\$ 1,080.00	\$ 1,137.24
E47	Furnish and install 6" ductile iron pipe fire hydrant lead piping	EA	\$ 1,147.50	\$ 1,208.32
E48	Furnish and install 8" x 6" fire hydrant or approved equal, including lead and FH valve	EA	\$ 7,425.00	\$ 7,818.53
F	HDPE Tight Fitting Liner (IPS diameters) and Related Items			
F1	6" HDPE IPS SDR 21 (0'- 8' deep)	LF	\$ 77.00	\$ 81.09
F2	6" HDPE IPS SDR 21 (8'- 12' deep)	LF	\$ 85.00	\$ 89.51
F3	6" HDPE IPS SDR 21 (12'- 16' deep)	LF	\$ 90.00	\$ 94.77
F4	8" HDPE IPS SDR 21 (0'- 8' deep)	LF	\$ 80.00	\$ 84.24
F5	8" HDPE IPS SDR 21 (8'- 12' deep)	LF	\$ 90.00	\$ 94.77
F6	8" HDPE IPS SDR 21 (12'- 16' deep)	LF	\$ 95.00	\$ 100.04
F7	10" HDPE IPS SDR 21 (0'- 8' deep)	LF	\$ 85.00	\$ 89.51
F8	10" HDPE IPS SDR 21 (8'- 12' deep)	LF	\$ 95.00	\$ 100.04
F9	10" HDPE IPS SDR 21 (12'- 16' deep)	LF	\$ 100.00	\$ 105.30
F10	12" HDPE IPS SDR 21 (0'- 8' deep)	LF	\$ 100.00	\$ 105.30
F11	12" HDPE IPS SDR 21 (8'- 12' deep)	LF	\$ 108.00	\$ 113.73
F12	12" HDPE IPS SDR 21 (12'- 16' deep)	LF	\$ 116.00	\$ 122.15
F13	16" HDPE IPS SDR 21 (0'- 8' deep)	LF	\$ 116.00	\$ 122.15
F14	16" HDPE IPS SDR 21 (8'- 12' deep)	LF	\$ 132.00	\$ 139.00
F15	16" HDPE IPS SDR 21 (12'- 16' deep)	LF	\$ 155.00	\$ 163.22
F16	18" HDPE IPS SDR 21 (0'- 8' deep)	LF	\$ 140.00	\$ 147.42
F17	18" HDPE IPS SDR 21 (8'- 12' deep)	LF	\$ 155.00	\$ 163.22
F18	18" HDPE IPS SDR 21 (12'- 16' deep)	LF	\$ 186.00	\$ 195.86
F19	20" HDPE IPS SDR 21 (0'- 8' deep)	LF	\$ 186.00	\$ 195.86
F20	20" HDPE IPS SDR 21 (8'- 12' deep)	LF	\$ 201.00	\$ 211.66
F21	20" HDPE IPS SDR 21 (12'- 16' deep)	LF	\$ 225.00	\$ 236.93
F22	24" HDPE IPS SDR 21 (0'- 8' deep)	LF	\$ 217.00	\$ 228.51
F23	24" HDPE IPS SDR 21 (8'- 12' deep)	LF	\$ 232.00	\$ 244.30
F24	24" HDPE IPS SDR 21 (12'- 16' deep)	LF	\$ 256.00	\$ 269.57
F25	27" Installation of FRP or SRPCP segments (20 lf std. Segments)	LF	\$ 426.00	\$ 448.58
F26	30" Installation of FRP or SRPCP segments (20 lf std. Segments)	LF	\$ 465.00	\$ 489.65
F27	36" Installation of FRP or SRPCP segments (20 lf std. Segments)	LF	\$ 543.00	\$ 571.78
F28	42" Installation of FRP or SRPCP segments (20 lf std. Segments)	LF	\$ 621.00	\$ 653.92
F29	48" Installation of FRP or SRPCP segments (20 lf std. Segments)	LF	\$ 853.00	\$ 898.21
F30	54" Installation of FRP or SRPCP segments (20 lf std. Segments)	LF	\$ 931.00	\$ 980.35
F31	60" Installation of FRP or SRPCP segments (20 lf std. Segments)	LF	\$ 1,242.00	\$ 1,307.83
F32	72" Installation of FRP or SRPCP segments (20 lf std. Segments)	LF	\$ 1,552.00	\$ 1,634.26
F33	27" Installation of FRP or SRPCP segments <10lf joints	LF	\$ 512.00	\$ 539.14
F34	30" Installation of FRP or SRPCP segments <10lf joints	LF	\$ 558.00	\$ 587.58
F35	36" Installation of FRP or SRPCP segments <10lf joints	LF	\$ 652.00	\$ 686.56
F36	42" Installation of FRP or SRPCP segments <10lf joints	LF	\$ 745.00	\$ 784.49
F37	48" Installation of FRP or SRPCP segments <10lf joints	LF	\$ 1,025.00	\$ 1,079.33
F38	54" Installation of FRP or SRPCP segments <10lf joints	LF	\$ 1,117.00	\$ 1,176.21
F39	60" Installation of FRP or SRPCP segments <10lf joints	LF	\$ 1,490.00	\$ 1,568.97
F40	72" Installation of FRP or SRPCP segments <10lf joints	LF	\$ 1,863.00	\$ 1,961.74
F41	27" Set-up for contiguous installations < 150 lf	LS	\$ 1,552.00	\$ 1,634.26
F42	30" Set-up for contiguous installations < 150 lf	LS	\$ 3,105.00	\$ 3,269.57
F43	36" Set-up for contiguous installations < 150 lf	LS	\$ 3,105.00	\$ 3,269.57
F44	42" Set-up for contiguous installations < 150 lf	LS	\$ 3,105.00	\$ 3,269.57
F45	48" Set-up for contiguous installations < 150 lf	LS	\$ 3,105.00	\$ 3,269.57
F46	54" Set-up for contiguous installations < 150 lf	LS	\$ 3,105.00	\$ 3,269.57
F47	60" Set-up for contiguous installations < 150 lf	LS	\$ 3,105.00	\$ 3,269.57
F48	72" Set-up for contiguous installations < 150 lf	LS	\$ 3,250.00	\$ 3,422.25
G	Structure (Manhole) Rehabilitation, Corrosion Protection, and Related Items			
G1	Rehabilitation (Standard 4-ft Diameter) - 1-inch Portland cementitious liner	VF	\$ 437.50	\$ 460.69
G2	Rehabilitation (Standard 5-ft Diameter) - 1-inch Portland cementitious liner	VF	\$ 500.00	\$ 526.50
G3	Rehabilitation (Standard 6-ft Diameter) - 1-inch Portland cementitious liner	VF	\$ 562.50	\$ 592.32
G4	Rehabilitation (Standard 7-ft Diameter) - 1-inch Portland cementitious liner	VF	\$ 660.00	\$ 694.98
G5	Rehabilitation (Standard 8-ft Diameter) - 1-inch Portland cementitious liner	VF	\$ 755.00	\$ 795.02
G6	Rehabilitation (Standard 9-ft Diameter) - 1-inch Portland cementitious liner	VF	\$ 850.00	\$ 895.05
G7	Rehabilitation - each additional 1/2-inch Portland cementitious liner	SF	\$ 31.25	\$ 32.91
G8	Rehabilitation - 1-inch Portland cementitious liner	SF	\$ 43.75	\$ 46.07
G9	Rehabilitation (Standard 4-ft Diameter) - 1-inch Calcium Aluminate liner	VF	\$ 500.00	\$ 526.50
G10	Rehabilitation (Standard 5-ft Diameter) - 1-inch Calcium Aluminate liner	VF	\$ 562.50	\$ 592.32
G11	Rehabilitation (Standard 6-ft Diameter) - 1-inch Calcium Aluminate liner	VF	\$ 625.00	\$ 658.13
G12	Rehabilitation (Standard 7-ft Diameter) - 1-inch Calcium Aluminate liner	VF	\$ 750.00	\$ 789.75
G13	Rehabilitation (Standard 8-ft Diameter) - 1-inch Calcium Aluminate liner	VF	\$ 855.00	\$ 900.32

G14	Rehabilitation (Standard 9-ft Diameter) - 1-inch Calcium Aluminate liner	VF	\$ 965.00	\$ 1,016.15
G15	Rehabilitation - each additional 1/2-inch Calcium Aluminate liner	SF	\$ 37.50	\$ 39.49
G16	Rehabilitation - 1-inch Calcium Aluminate liner	SF	\$ 50.00	\$ 52.65
G17	Rehabilitation (Standard 4-ft Diameter) - 1-inch Geopolymer liner	VF	\$ 562.50	\$ 592.32
G18	Rehabilitation (Standard 5-ft Diameter) - 1-inch Geopolymer liner	VF	\$ 625.00	\$ 658.13
G19	Rehabilitation (Standard 6-ft Diameter) - 1-inch Geopolymer liner	VF	\$ 687.50	\$ 723.94
G20	Rehabilitation (Standard 7-ft Diameter) - 1-inch Geopolymer liner	VF	\$ 835.00	\$ 879.26
G21	Rehabilitation (Standard 8-ft Diameter) - 1-inch Geopolymer liner	VF	\$ 955.00	\$ 1,005.62
G22	Rehabilitation (Standard 9-ft Diameter) - 1-inch Geopolymer liner	VF	\$ 1,075.00	\$ 1,131.98
G23	Rehabilitation - each additional 1/2-inch Geopolymer liner	SF	\$ 43.75	\$ 46.07
G24	Rehabilitation - 1-inch Geopolymer liner	SF	\$ 56.25	\$ 59.24
G25	Rehabilitation (Standard 4-ft Diameter) - 125 mil Epoxy / Polyurea / or approved equal	VF	\$ 687.50	\$ 723.94
G26	Rehabilitation (Standard 5-ft Diameter) - 125 mil Epoxy / Polyurea / or approved equal	VF	\$ 812.50	\$ 855.57
G27	Rehabilitation (Standard 6-ft Diameter) - 125 mil Epoxy / Polyurea / or approved equal	VF	\$ 937.50	\$ 987.19
G28	Rehabilitation (Standard 7-ft Diameter) - 125 mil Epoxy / Polyurea / or approved equal	VF	\$ 1,100.00	\$ 1,158.30
G29	Rehabilitation (Standard 8-ft Diameter) - 125 mil Epoxy / Polyurea / or approved equal	VF	\$ 1,255.00	\$ 1,321.52
G30	Rehabilitation (Standard 9-ft Diameter) - 125 mil Epoxy / Polyurea / or approved equal	VF	\$ 1,415.00	\$ 1,490.00
G31	Rehabilitation - 125 mil Epoxy / Polyurea / or approved equal	SF	\$ 106.25	\$ 111.89
G32	Rehabilitation (Standard 4-ft Diameter) - 1" Cementitious + 125 mils Epoxy / Polyurea	VF	\$ 937.50	\$ 987.19
G33	Rehabilitation (Standard 5-ft Diameter) - 1" Cementitious + 125 mils Epoxy / Polyurea	VF	\$ 1,062.50	\$ 1,118.82
G34	Rehabilitation (Standard 6-ft Diameter) - 1" Cementitious + 125 mils Epoxy / Polyurea	VF	\$ 1,187.50	\$ 1,250.44
G35	Rehabilitation (Standard 7-ft Diameter) - 1" Cementitious + 125 mils Epoxy / Polyurea	VF	\$ 1,430.00	\$ 1,505.79
G36	Rehabilitation (Standard 8-ft Diameter) - 1" Cementitious + 125 mils Epoxy / Polyurea	VF	\$ 1,635.00	\$ 1,721.66
G37	Rehabilitation (Standard 9-ft Diameter) - 1" Cementitious + 125 mils Epoxy / Polyurea	VF	\$ 1,840.00	\$ 1,937.52
G38	Rehabilitation - Composite System - 1" Cementitious + 125 mils Epoxy / Polyurea	SF	\$ 218.75	\$ 230.35
G39	Rehabilitation - CIPM 4-ft Diameter	VF	\$ 1,000.00	\$ 1,053.00
G40	Rehabilitation - CIPM 5-ft Diameter	VF	\$ 1,500.00	\$ 1,579.50
G41	Rehabilitation - CIPM 6-ft Diameter	VF	\$ 2,000.00	\$ 2,106.00
G42	Rehabilitation - CIPM 7-ft Diameter	VF	\$ 2,500.00	\$ 2,632.50
G43	Rehabilitation - CIPM 8-ft Diameter	VF	\$ 3,000.00	\$ 3,159.00
G44	Rehabilitation - CIPM 9-ft Diameter	VF	\$ 3,500.00	\$ 3,685.50
G45	Rehabilitation - CIPM per SF	SF	\$ 125.00	\$ 131.63
G46	Rehabilitation - CIPM Flat Top	EA	\$ 7,500.00	\$ 7,897.50
G47	Rebuild Bench and Invert	EA	\$ 1,500.00	\$ 1,579.50
G48	Invert Installation, 4' Dia.	EACH	\$ 2,187.50	\$ 2,303.44
G49	Invert Installation, 5' Dia.	EACH	\$ 2,343.75	\$ 2,467.97
G50	Invert Installation, 6' Dia.	EACH	\$ 2,656.25	\$ 2,797.04
G51	Invert Installation, 7' Dia.	EACH	\$ 3,055.00	\$ 3,216.92
G52	Invert Installation, 8' Dia.	EACH	\$ 3,515.00	\$ 3,701.30
G53	Invert Installation, 9' Dia.	EACH	\$ 4,045.00	\$ 4,259.39
G54	Invert Installation, Other Configurations	SF	\$ 3,906.25	\$ 4,113.29
G55	All Sizes Installation of Manhole Chimney Seal	EA	\$ 1,540.00	\$ 1,621.62
G56	Vacuum Test Manhole (12" mainline or smaller)	EA	\$ 812.50	\$ 855.57
G57	Holiday Test Manhole (Epoxy Only)	EA	\$ 1,215.00	\$ 1,279.40
G58	New manhole frame and cover - 24"	EA	\$ 3,125.00	\$ 3,290.63
G59	New manhole frame and cover - 32"	EA	\$ 4,375.00	\$ 4,606.88
G60	Locate and Expose Buried Manhole, Street	EA	\$ 1,250.00	\$ 1,316.25
G61	Locate and Expose Buried Manhole, Non-Street	EA	\$ 937.50	\$ 987.19
G62	Adjust manhole frame and cover up to 1 Ft	EA	\$ 1,562.50	\$ 1,645.32
G63	Adjust manhole frame and cover over 1 Ft	VF	\$ 1,875.00	\$ 1,974.38
G64	Raise manhole frame and cover in Asphalt /Concrete	EA	\$ 3,125.00	\$ 3,290.63
G65	Raise manhole frame and cover in Grass	EA	\$ 2,500.00	\$ 2,632.50
G66	Replace manhole frame and cover in Asphalt /Concrete	EA	\$ 5,000.00	\$ 5,265.00
G67	Replace manhole frame and cover in Grass	EA	\$ 3,750.00	\$ 3,948.75
G68	Premium manhole frame and cover (i.e. CertainTeed PAM locking units etc.) 24"	EA	\$ 5,625.00	\$ 5,923.13
G69	Premium manhole frame and cover (i.e. CertainTeed PAM locking units etc.) 32"	EA	\$ 8,125.00	\$ 8,555.63
G70	Installation of FRP rehabilitation structures up to 6' depth (Standard 4-ft Diameter)	EA	\$ 25,000.00	\$ 26,325.00
G71	Additional depth for FRP rehabilitation structures (Standard 4-ft Diameter)	VF	\$ 2,500.00	\$ 2,632.50
G72	All Sizes Installation of poured in place structure	SF	\$ 250.00	\$ 263.25
G73	All Sizes Set-up for install of poured in place MH structure or FRP	LS	\$ 6,250.00	\$ 6,581.25
G74	Supply & Installation of Structure (any size)	EA	\$ 150,000.00	\$ 157,950.00
H	Excavation and Related Items			
H1	Mobilization for open cut	EA	\$ 37,500.00	\$ 39,487.50
H2	Construction Entrance/Exit, Installation and Removal	EA	\$ 12,200.00	\$ 12,846.60
H3	Construction Entrance/Exit, Install Only	EA	\$ 8,500.00	\$ 8,950.50
H4	Easement Access Road-14'Width, Install and Removal	LF	\$ 330.00	\$ 347.49
H5	Easement Access Road-14'Width, Install only	LF	\$ 280.00	\$ 294.84
H6	Temporary Creek Crossing (12" / 15" Diameter Pipes Installed)	LF	\$ 1,220.00	\$ 1,284.66
H7	Temporary Creek Crossing (18" / 24" Diameter Pipes Installed)	LF	\$ 1,400.00	\$ 1,474.20
H8	Temporary Creek Crossing (36" Diameter Pipes Installed)	LF	\$ 1,780.00	\$ 1,874.34
H9	Temporary Creek Crossing (42" Diameter Pipes Installed)	LF	\$ 2,250.00	\$ 2,369.25
H10	6" - 8" Point repair (max 12' deep) 5 LF	EA	\$ 28,125.00	\$ 29,615.63
H11	10" - 12" Point repair (0 - 12' deep) 5 LF	EA	\$ 33,750.00	\$ 35,538.75
H12	15" - 18" Point repair (0 - 12' deep) 5 LF	EA	\$ 46,875.00	\$ 49,359.38
H13	21" - 24" Point repair (0 - 12' deep) 5 LF	EA	\$ 56,250.00	\$ 59,231.25
H14	30" Point repair (0 - 12' deep) 5 LF	EA	\$ 93,750.00	\$ 98,718.75
H15	36" Point repair (0 - 12' deep) 5 LF	EA	\$ 112,500.00	\$ 118,462.50

H16	42" Point repair (0 - 12' deep) 5 LF	EA	\$ 131,250.00	\$ 138,206.25
H17	48" Point repair (0 - 12' deep) 5 LF	EA	\$ 140,625.00	\$ 148,078.13
H18	54" Point repair (0 - 12' deep) 5 LF	EA	\$ 150,000.00	\$ 157,950.00
H19	60" Point repair (0 - 12' deep) 5 LF	EA	\$ 159,375.00	\$ 167,821.88
H20	66" Point repair (0 - 12' deep) 5 LF	EA	\$ 168,750.00	\$ 177,693.75
H21	72" Point repair (0 - 12' deep) 5 LF	EA	\$ 178,125.00	\$ 187,565.63
H22	78" Point repair (0 - 12' deep) 5 LF	EA	\$ 187,500.00	\$ 197,437.50
H23	84" Point repair (0 - 12' deep) 5 LF	EA	\$ 196,875.00	\$ 207,309.38
H24	96" Point repair (0 - 12' deep) 5 LF	EA	\$ 206,250.00	\$ 217,181.25
H25	108" Point repair (0 - 12' deep) 5 LF	EA	\$ 215,625.00	\$ 227,053.13
H26	Point Repair >5 LF and / or Open Cut - 6" - 8" (0 - 12' deep)	LF	\$ 1,032.00	\$ 1,086.70
H27	Point Repair >5 LF and / or Open Cut - 10" - 12" (0 - 12' deep)	LF	\$ 1,095.00	\$ 1,153.04
H28	Point Repair >5 LF and / or Open Cut - 15" - 18" (0 - 12' deep)	LF	\$ 1,520.00	\$ 1,600.56
H29	Point Repair >5 LF and / or Open Cut - 21" - 24" (0 - 12' deep)	LF	\$ 1,825.00	\$ 1,921.73
H30	Point Repair >5 LF and / or Open Cut - 30" (0 - 12' deep)	LF	\$ 2,812.00	\$ 2,961.04
H31	Point Repair >5 LF and / or Open Cut - 36" (0 - 12' deep)	LF	\$ 3,375.00	\$ 3,553.88
H32	Point Repair >5 LF and / or Open Cut - 42" (0 - 12' deep)	LF	\$ 3,937.00	\$ 4,145.67
H33	Point Repair >5 LF and / or Open Cut - 48" (0 - 12' deep)	LF	\$ 4,218.00	\$ 4,441.56
H34	Point Repair >5 LF and / or Open Cut - 54" (0 - 12' deep)	LF	\$ 4,500.00	\$ 4,738.50
H35	Point Repair >5 LF and / or Open Cut - 60" (0 - 12' deep)	LF	\$ 4,781.00	\$ 5,034.40
H36	Point Repair >5 LF and / or Open Cut - 66" (0 - 12' deep)	LF	\$ 5,062.00	\$ 5,330.29
H37	Point Repair >5 LF and / or Open Cut - 72" (0 - 12' deep)	LF	\$ 5,343.00	\$ 5,626.18
H38	Point Repair >5 LF and / or Open Cut - 78" (0 - 12' deep)	LF	\$ 5,625.00	\$ 5,923.13
H39	Point Repair >5 LF and / or Open Cut - 84" (0 - 12' deep)	LF	\$ 5,906.00	\$ 6,219.02
H40	Point Repair >5 LF and / or Open Cut - 96" (0 - 12' deep)	LF	\$ 6,187.00	\$ 6,514.92
H41	Point Repair >5 LF and / or Open Cut - 108" (0 - 12' deep)	LF	\$ 6,468.00	\$ 6,810.81
H42	Point Repair adder for any diameter pipe over 12' deep	LF	\$ 3,750.00	\$ 3,948.75
H43	Connection to existing manhole for open cut installation	EA	\$ 21,600.00	\$ 22,744.80
H44	Add/Deduct cost for providing 6" DIP in lieu of PVC pipe	LF	\$ 85.00	\$ 89.51
H45	Add/Deduct cost for providing 8" DIP in lieu of PVC pipe	LF	\$ 94.00	\$ 98.99
H46	Add/Deduct cost for providing 10" DIP in lieu of PVC pipe	LF	\$ 113.00	\$ 118.99
H47	Add/Deduct cost for providing 12" DIP in lieu of PVC pipe	LF	\$ 122.00	\$ 128.47
H48	Add/Deduct cost for providing 15" DIP in lieu of PVC pipe	LF	\$ 179.00	\$ 188.49
H49	Add/Deduct cost for providing 18" DIP in lieu of PVC pipe	LF	\$ 216.00	\$ 227.45
H50	Add/Deduct cost for providing 20" DIP in lieu of PVC pipe	LF	\$ 244.00	\$ 256.94
H51	Add/Deduct cost for providing 24" DIP in lieu of PVC pipe	LF	\$ 338.00	\$ 355.92
H52	Access Pit (0'-8' deep)	EA	\$ 6,450.00	\$ 6,791.85
H53	Access Pit (8'-12' deep)	EA	\$ 9,000.00	\$ 9,477.00
H54	Access Pit (12'-16' deep)	EA	\$ 16,800.00	\$ 17,690.40
H55	Access Pit (16'-20' deep)	EA	\$ 21,900.00	\$ 23,060.70
H56	Access Pit (over 20' deep)	EA	\$ 33,750.00	\$ 35,538.75
H57	Trench safety (0-8' deep)	LF	\$ 22.50	\$ 23.70
H58	Trench safety (8-12' deep)	LF	\$ 37.50	\$ 39.49
H59	Trench safety (12-16' deep)	LF	\$ 75.00	\$ 78.98
H60	Trench safety (16-20' deep)	LF	\$ 150.00	\$ 157.95
H61	Trench safety over 20' deep)	LF	\$ 375.00	\$ 394.88
H62	Obstruction Removal (0' - 12' deep)	EA	\$ 7,500.00	\$ 7,897.50
H63	Obstruction Removal (12' - 15' deep)	EA	\$ 12,000.00	\$ 12,636.00
H64	External reconnect (0' - 8' deep) up to 5 linear feet	EA	\$ 3,750.00	\$ 3,948.75
H65	External reconnect (8' - 12' deep) up to 5 linear feet	EA	\$ 6,750.00	\$ 7,107.75
H66	External reconnect (12' - 16' deep) up to 5 linear feet	EA	\$ 9,000.00	\$ 9,477.00
H67	External reconnect (16-20' deep) up to 5 linear feet	EA	\$ 18,000.00	\$ 18,954.00
H68	External reconnect (over 20' deep) up to 5 linear feet	EA	\$ 24,750.00	\$ 26,061.75
H69	Extra length service connection over 5 linear feet	LF	\$ 300.00	\$ 315.90
H70	Remove and replace or install service line cleanout	EA	\$ 5,250.00	\$ 5,528.25
H71	Remove and replace or install cleanout	EA	\$ 4,500.00	\$ 4,738.50
H72	Lid Removal / Replacement / Modification	EA	\$ 37,500.00	\$ 39,487.50
H73	Pipe Seal Fix (8" Diameter)-Stainless Steel with EDPM	EA	\$ 7,875.00	\$ 8,292.38
H74	Pipe Seal Fix (10" Diameter)-Stainless Steel with EDPM	EA	\$ 8,190.00	\$ 8,624.07
H75	Pipe Seal Fix (12" Diameter)-Stainless Steel with EDPM	EA	\$ 8,505.00	\$ 8,955.77
H76	Pipe Seal Fix (15" Diameter)-Stainless Steel with EDPM	EA	\$ 9,135.00	\$ 9,619.16
H77	Pipe Seal Fix (18" Diameter)-Stainless Steel with EDPM	EA	\$ 9,765.00	\$ 10,282.55
H78	Pipe Seal Fix (21" Diameter)-Stainless Steel with EDPM	EA	\$ 10,710.00	\$ 11,277.63
H79	Pipe Seal Fix (24" Diameter)-Stainless Steel with EDPM	EA	\$ 11,970.00	\$ 12,604.41
H80	Unsuitable Soil Replacement (Crusher Run)	CY	\$ 282.00	\$ 296.95
H81	Unsuitable Soil Replacement (Imported fill)	CY	\$ 375.00	\$ 394.88
H82	Potholing for Nearby Utility Location or Obstruction Removal (0'-8' deep)	EA	\$ 6,450.00	\$ 6,791.85
H83	Potholing for Nearby Utility Location or Obstruction Removal (8'-12' deep)	EA	\$ 9,000.00	\$ 9,477.00
H84	Potholing for Nearby Utility Location or Obstruction Removal (12'-16' deep)	EA	\$ 16,800.00	\$ 17,690.40
H85	Potholing for Nearby Utility Location or Obstruction Removal (16'-20' deep)	EA	\$ 21,900.00	\$ 23,060.70
H86	Insert 24-32" Plastic Manhole Dish Insert	EA	\$ 375.00	\$ 394.88
H87	Insert 24-32" Stainless Manhole Dish Insert	EA	\$ 750.00	\$ 789.75
H88	Install New Manhole Frame and Cover - 24 or 32"	EA	\$ 5,250.00	\$ 5,528.25
H89	Adjust existing Manhole Frame and Cover	EA	\$ 4,500.00	\$ 4,738.50
H90	Install New 4' DIA precast manhole 0' - 6' deep	EA	\$ 13,500.00	\$ 14,215.50
H91	Extra depth 4' DIA precast manhole over 6' deep	VF	\$ 1,425.00	\$ 1,500.53
H92	Install New 5' DIA precast manhole 0' - 6' deep	EA	\$ 18,000.00	\$ 18,954.00

H93	Extra depth 5' DIA precast manhole over 6' deep	VF	\$ 2,250.00	\$ 2,369.25
H94	Install New 6' DIA precast manhole 0' - 6' deep	EA	\$ 30,000.00	\$ 31,590.00
H95	Extra depth 6' DIA precast manhole over 6' deep	VF	\$ 3,750.00	\$ 3,948.75
H96	Install New 4' DIA fiberglass manhole 0' - 6' deep	EA	\$ 14,250.00	\$ 15,005.25
H97	Extra depth 4' DIA fiberglass manhole over 6' deep	VF	\$ 1,425.00	\$ 1,500.53
H98	Install New 5' DIA fiberglass manhole 0' - 6' deep	EA	\$ 18,750.00	\$ 19,743.75
H99	Extra depth 5' DIA fiberglass manhole over 6' deep	VF	\$ 2,250.00	\$ 2,369.25
H100	Install New 6' DIA fiberglass manhole 0' - 6' deep	EA	\$ 37,500.00	\$ 39,487.50
H101	Extra depth 6' DIA fiberglass manhole over 6' deep	VF	\$ 4,500.00	\$ 4,738.50
H102	Sanitary Sewer Structure, Type B Structure, Up to 6' deep	EA	\$ 24,750.00	\$ 26,061.75
H103	Extra Depth Type B Structure, greater than 6' depth	VF	\$ 1,950.00	\$ 2,053.35
H104	Sanitary Sewer Structure, Type C Structure, Up to 6' deep	EA	\$ 24,750.00	\$ 26,061.75
H105	Extra Depth Type C Structure, greater than 6' depth	VF	\$ 1,950.00	\$ 2,053.35
H106	Cement stabilized sand	TON	\$ 180.00	\$ 189.54
H107	Gravel / Granular backfill/Crushed Rock	TON	\$ 165.00	\$ 173.75
H108	Flowable Fill	CY	\$ 450.00	\$ 473.85
H109	Dewatering setup (well pointing) maximum 25' deep, includes 20 linear feet setup	EA	\$ 18,000.00	\$ 18,954.00
H110	Extra length dewatering over 20 linear feet	LF	\$ 300.00	\$ 315.90
H111	Operation Maintain Well Points by the Day	DY	\$ 3,750.00	\$ 3,948.75
H112	Extra hand excavation	CF	\$ 375.00	\$ 394.88
H113	Timber Matting for Large Diameter Setup	SY	\$ 172.50	\$ 181.65
H114	Channel Excavation	CY	\$ 112.50	\$ 118.47
H115	Debris Removal	CY	\$ 375.00	\$ 394.88
H116	Clearing and Grubbing	ACRE	\$ 10,125.00	\$ 10,661.63
H117	Tree Protection Fence	LF	\$ 225.00	\$ 236.93
H118	Tree Removal (6" - 12")	EA	\$ 4,500.00	\$ 4,738.50
H119	Tree Removal (13" - 23")	EA	\$ 6,750.00	\$ 7,107.75
H120	Tree Removal (> 24")	EA	\$ 11,250.00	\$ 11,846.25
H121	Rework Catch basin Cover to Accept New Manhole Covers	EA	\$ 3,750.00	\$ 3,948.75
H122	Seismic Monitoring	EA	\$ 30,000.00	\$ 31,590.00
H123	Saw Cutting up to 8" depth	LF	\$ 34.50	\$ 36.33
H124	Saw Cutting over 8" depth	LF	\$ 37.50	\$ 39.49
H125	Specialty Brick Paver/Sidewalk Replacement	SF	\$ 450.00	\$ 473.85
H126	Repair/Rehab 2" Asphalt pavement	SF	\$ 262.50	\$ 276.42
H127	Repair/Rehab 8" Flex base	SF	\$ 225.00	\$ 236.93
H128	Repair/Rehab 8" Concrete	SF	\$ 525.00	\$ 552.83
H129	Repair/Rehab 6" Concrete	SF	\$ 450.00	\$ 473.85
H130	Repair/Rehab 4" Concrete	SF	\$ 412.50	\$ 434.37
H131	Repair/Rehab Concrete curb and gutter	LF	\$ 97.50	\$ 102.67
H132	Granite Curb, Remove and Reset	LF	\$ 150.00	\$ 157.95
H133	Seeding	SF	\$ 7.50	\$ 7.90
H134	Sodding	SF	\$ 43.50	\$ 45.81
H135	Repair/Rehab chain link fence with new	LF	\$ 67.50	\$ 71.08
H136	Repair/Rehab wooden fence with new	LF	\$ 82.50	\$ 86.88
H137	Topsoil Complete	CY	\$ 97.50	\$ 102.67
H138	Sanding Complete	CY	\$ 97.50	\$ 102.67
H139	Mulch Complete	CY	\$ 97.50	\$ 102.67
H140	Straw Bale Barrier	LF	\$ 45.00	\$ 47.39
H141	Tree Replacement: Hardwoods, 2"	EA	\$ 1,950.00	\$ 2,053.35
H142	Tree Replacement: Pines, 2"	EA	\$ 1,950.00	\$ 2,053.35
H143	Shrub Replacement: 1 Gallon	EA	\$ 112.50	\$ 118.47
H144	Shrub Replacement: 3 Gallon	EA	\$ 150.00	\$ 157.95
H145	Shrub Replacement: 5 Gallon	EA	\$ 187.50	\$ 197.44
H146	Shrub Replacement: 7 Gallon	EA	\$ 277.50	\$ 292.21
H147	Bedding Flowers: Per Flat of 18"	EA	\$ 975.00	\$ 1,026.68
H148	Stone Rip Rap Type I, 24" In Place Complete	SY	\$ 600.00	\$ 631.80
H149	Riprap, Type II (Installed)	SY	\$ 600.00	\$ 631.80
H150	Stone Rip Rap Type III, 12" In Place Complete	SY	\$ 600.00	\$ 631.80
H151	Stone Grouted Rip Rap - 12" Installed	SY	\$ 675.00	\$ 710.78
H152	Silt Fence Type A, Complete	LF	\$ 27.00	\$ 28.44
H153	Silt Fence Type C, Complete	LF	\$ 18.00	\$ 18.96
H154	Silt Fence - Type C, Double Row	LF	\$ 30.00	\$ 31.59
H155	Inlet Sediment Trap	EA	\$ 475.00	\$ 500.18
H156	Orange Barrier Fence	LF	\$ 13.50	\$ 14.22
H157	Hay Bales Complete	EA	\$ 375.00	\$ 394.88
H158	Erosion Control Blanket	SY	\$ 10.00	\$ 10.53
H159	Plastic Filter Fabric Installed	SY	\$ 22.50	\$ 23.70
H160	Permanent Soil Reinforced Mat Installed	SF	\$ 285.00	\$ 300.11
I	Horizontal Directional Drilling (HDD) / Jack and Bore and Related Items			
I1	2"-4" Installation of pipe clay ground conditions (pipe cost excluded)	IN/DIA	\$ 65.00	\$ 68.45
I2	2"-4" Installation of pipe loose sand ground conditions (pipe cost excluded)	IN/DIA	\$ 70.00	\$ 73.71
I3	2"-4" Installation of pipe rock ground conditions<3000 psi (pipe cost excluded)	IN/DIA	\$ 75.00	\$ 78.98
I4	2"-4" Installation of pipe rock ground conditions 3-8000 psi (pipe cost excluded)	IN/DIA	\$ 80.00	\$ 84.24
I5	2"-4" Installation of pipe ground conditions per 1000 psi increase over 8000 psi	IN/DIA	\$ 10.00	\$ 10.53
I6	6"-8" Installation of pipe clay ground conditions (pipe cost excluded)	IN/DIA	\$ 70.00	\$ 73.71
I7	6"-8" Installation of pipe loose sand ground conditions (pipe cost excluded)	IN/DIA	\$ 75.00	\$ 78.98
I8	6"-8" Installation of pipe rock ground conditions<3000 psi (pipe cost excluded)	IN/DIA	\$ 80.00	\$ 84.24

I9	6"-8" Installation of pipe rock ground conditions 3-8000 psi (pipe cost excluded)	IN/DIA	\$ 95.00	\$ 100.04
I10	6"-8" Installation of pipe ground conditions per 1000 psi increase over 8000 psi	IN/DIA	\$ 13.00	\$ 13.69
I11	10"-12" Installation of pipe clay ground conditions (pipe cost excluded)	IN/DIA	\$ 75.00	\$ 78.98
I12	10"-12" Installation of pipe loose sand ground conditions (pipe cost excluded)	IN/DIA	\$ 80.00	\$ 84.24
I13	10"-12" Installation of pipe rock ground conditions<3000 psi (pipe cost excluded)	IN/DIA	\$ 85.00	\$ 89.51
I14	10"-12" Installation of pipe rock ground conditions 3-8000 psi (pipe cost excluded)	IN/DIA/LF	\$ 115.00	\$ 121.10
I15	10"-12" Installation of pipe ground conditions per 1000 psi increase over 8000 psi	IN/DIA/LF	\$ 23.00	\$ 24.22
I16	15"-18" Installation of pipe clay ground conditions (pipe cost excluded)	IN/DIA	\$ 260.00	\$ 273.78
I17	15"-18" Installation of pipe loose sand ground conditions (pipe cost excluded)	IN/DIA	\$ 265.00	\$ 279.05
I18	15"-18" Installation of pipe rock ground conditions<3000 psi (pipe cost excluded)	IN/DIA	\$ 335.00	\$ 352.76
I19	15"-18" Installation of pipe rock ground conditions 3-8000 psi (pipe cost excluded)	IN/DIA/LF	\$ 365.00	\$ 384.35
I20	15"-18" Installation of pipe ground conditions per 1000 psi increase over 8000 psi	IN/DIA/LF	\$ 43.00	\$ 45.28
I21	21"-24" Installation of pipe clay ground conditions (pipe cost excluded)	IN/DIA	\$ 300.00	\$ 315.90
I22	21"-24" Installation of pipe loose sand ground conditions (pipe cost excluded)	IN/DIA	\$ 310.00	\$ 326.43
I23	21"-24" Installation of pipe rock ground conditions<3000 psi (pipe cost excluded)	IN/DIA	\$ 415.00	\$ 437.00
I24	21"-24" Installation of pipe rock ground conditions 3-8000 psi (pipe cost excluded)	IN/DIA/LF	\$ 495.00	\$ 521.24
I25	21"-24" Installation of pipe ground conditions per 1000 psi increase over 8000 psi	IN/DIA/LF	\$ 52.00	\$ 54.76
I26	Access Pit for Directional Drill (0'-8' deep)	EA	\$ 4,300.00	\$ 4,527.90
I27	Access Pit for Directional Drill (8'-12' deep)	EA	\$ 6,000.00	\$ 6,318.00
I28	Access Pit for Directional Drill (12'-16' deep)	EA	\$ 11,200.00	\$ 11,793.60
I29	Access Pit for Directional Drill (16'-20' deep)	EA	\$ 14,600.00	\$ 15,373.80
I30	2"-4" Set-up for contiguous lengths <150 lf	LS	\$ 5,500.00	\$ 5,791.50
I31	6"-8" Set-up for contiguous lengths <150 lf	LS	\$ 6,000.00	\$ 6,318.00
I32	10"-12" Set-up for contiguous lengths <150 lf	LS	\$ 6,250.00	\$ 6,581.25
I33	15"-18" Set-up for contiguous lengths <150 lf	LS	\$ 6,500.00	\$ 6,844.50
I34	21"-24" Set-up for contiguous lengths <150 lf	LS	\$ 6,750.00	\$ 7,107.75
I35	27"-36" Set-up for contiguous lengths <150 lf	LS	\$ 7,000.00	\$ 7,371.00
I36	Jack and Bore - 6"	LF	\$ 600.00	\$ 631.80
I37	Jack and Bore - 8"	LF	\$ 800.00	\$ 842.40
I38	Jack and Bore - 10"	LF	\$ 1,000.00	\$ 1,053.00
I39	Jack and Bore - 12"	LF	\$ 1,200.00	\$ 1,263.60
I40	Jack and Bore - 15"	LF	\$ 1,500.00	\$ 1,579.50
I41	Jack and Bore - 18"	LF	\$ 1,800.00	\$ 1,895.40
I42	Jack and Bore - 21"	LF	\$ 2,100.00	\$ 2,211.30
I43	Jack and Bore - 24"	LF	\$ 2,400.00	\$ 2,527.20
I44	Jack and Bore - 27"	LF	\$ 2,700.00	\$ 2,843.10
I45	Jack and Bore - 30"	LF	\$ 3,000.00	\$ 3,159.00
I46	Jack and Bore - 33"	LF	\$ 3,300.00	\$ 3,474.90
I47	Jack and Bore - 36"	LF	\$ 3,600.00	\$ 3,790.80
I48	Jack and Bore - 42"	LF	\$ 4,200.00	\$ 4,422.60
I49	Jack and Bore - 48"	LF	\$ 4,800.00	\$ 5,054.40
I50	Jack and Bore - 54"	LF	\$ 5,400.00	\$ 5,686.20
I51	Jack and Bore - 60"	LF	\$ 6,000.00	\$ 6,318.00
I52	Jack and Bore - 66"	LF	\$ 6,600.00	\$ 6,949.80
I53	Jack and Bore - 72"	LF	\$ 7,200.00	\$ 7,581.60
I54	Jack and Bore - 78"	LF	\$ 7,800.00	\$ 8,213.40
I55	Jack and Bore - 84"	LF	\$ 8,400.00	\$ 8,845.20
I56	Jack and Bore - 96"	LF	\$ 9,600.00	\$ 10,108.80
J	Bypass for Gravity Pipelines and Related Items			
J1	Set up 4" pump and piping including up to 1000 feet of bypass discharge line	EA	\$ 3,200.00	\$ 3,369.60
J2	Set up 6" pump and piping including up to 1000 feet of bypass discharge line	EA	\$ 6,500.00	\$ 6,844.50
J3	Set up 8" pump and piping including up to 1000 feet of bypass discharge line	EA	\$ 15,000.00	\$ 15,795.00
J4	Set up 10" pump and piping including up to 1000 feet of bypass discharge line	EA	\$ 20,000.00	\$ 21,060.00
J5	Set up 12" pump and piping including up to 1000 feet of bypass discharge line	EA	\$ 25,000.00	\$ 26,325.00
J6	Set up 18" pump and piping including up to 1000 feet of bypass discharge line	EA	\$ 35,000.00	\$ 36,855.00
J7	Set Up Additional Length 4" Bypass Discharge Line over 1000 feet	LF	\$ 40.00	\$ 42.12
J8	Set Up Additional Length 6" Bypass Discharge Line over 1000 feet	LF	\$ 45.00	\$ 47.39
J9	Set Up Additional Length 8" Bypass Discharge Line over 1000 feet	LF	\$ 50.00	\$ 52.65
J10	Set Up Additional Length 10" Bypass Discharge Line over 1000 feet	LF	\$ 65.00	\$ 68.45
J11	Set Up Additional Length 12" Bypass Discharge Line over 1000 feet	LF	\$ 115.00	\$ 121.10
J12	Set Up Additional Length 18" Bypass Discharge Line over 1000 feet	LF	\$ 170.00	\$ 179.01
J13	Operate 4" pumping System per pump	DY	\$ 1,500.00	\$ 1,579.50
J14	Operate 4" Hoses - includes up to 20' of suction & 1,000' of lay flat	DY	\$ 600.00	\$ 631.80
J15	Operate 4" Hoses - Additional 20' Suction	DY	\$ 30.00	\$ 31.59
J16	Operate 4" Hoses - Additional 50' Lay flat	DY	\$ 30.00	\$ 31.59
J17	Operate 6" pumping System per pump	DY	\$ 3,200.00	\$ 3,369.60
J18	Operate 6" Hoses - includes up to 20' of suction & 1,000' of lay flat	DY	\$ 750.00	\$ 789.75
J19	Operate 6" Hoses - Additional 20' Suction	DY	\$ 40.00	\$ 42.12
J20	Operate 6" Hoses - Additional 50' Lay flat	DY	\$ 40.00	\$ 42.12
J21	Operate 8" pumping System per pump	DY	\$ 6,800.00	\$ 7,160.40
J22	Operate 8" Hoses - includes up to 20' of suction & 500' of HDPE or Aluminum Bauer Pipe	DY	\$ 1,200.00	\$ 1,263.60
J23	Operate 8" Hoses - Additional 10' Suction	DY	\$ 50.00	\$ 52.65
J24	Operate 8" Hoses - Additional 20' HDPE or Aluminum Bauer Pipe	DY	\$ 30.00	\$ 31.59
J25	Operate 10" pumping System per pump	DY	\$ 8,500.00	\$ 8,950.50
J26	Operate 10" Hoses - includes up to 20' of suction & 500' of HDPE or Aluminum Bauer Pipe	DY	\$ 1,700.00	\$ 1,790.10
J27	Operate 10" Hoses - Additional 10' Suction	DY	\$ 100.00	\$ 105.30
J28	Operate 10" Hoses - Additional 20' HDPE or Aluminum Bauer Pipe	DY	\$ 80.00	\$ 84.24

J29	Operate 12" pumping System per pump	DY	\$ 10,500.00	\$ 11,056.50
J30	Operate 12" Hoses - includes up to 20' of suction & 500' of HDPE	DY	\$ 2,500.00	\$ 2,632.50
J31	Operate 12" Hoses - Additional 10' Suction Hard Pipe	DY	\$ 150.00	\$ 157.95
J32	Operate 12" Hoses - Additional 20' HDPE	DY	\$ 120.00	\$ 126.36
J33	Operate 18" pumping System per pump	DY	\$ 21,500.00	\$ 22,639.50
J34	Operate 18" Hoses - includes up to 20' of suction & 500' of Fused HDPE Pipe	DY	\$ 3,000.00	\$ 3,159.00
J35	Operate 18" Hoses - Additional 10' Suction	DY	\$ 250.00	\$ 263.25
J36	Operate 18" Hoses - Additional 50' HDPE	DY	\$ 200.00	\$ 210.60
J37	Tear down 4" pump and piping including 1000 feet of bypass discharge line	EA	\$ 3,000.00	\$ 3,159.00
J38	Tear down 6" pump and piping including 1000 feet of bypass discharge line	EA	\$ 4,500.00	\$ 4,738.50
J39	Tear down 8" pump and piping including 1000 feet of bypass discharge line	EA	\$ 6,500.00	\$ 6,844.50
J40	Tear down 10" pump and piping including 1000 feet of bypass discharge line	EA	\$ 7,500.00	\$ 7,897.50
J41	Tear down 12" pump and piping including 1000 feet of bypass discharge line	EA	\$ 8,500.00	\$ 8,950.50
J42	Tear down 18" pump and piping including 1000 feet of bypass discharge line	EA	\$ 10,500.00	\$ 11,056.50
J43	Tear Down Additional Length 4" Bypass Discharge Line over 1000 feet	LF	\$ 40.00	\$ 42.12
J44	Tear Down Additional Length 6" Bypass Discharge Line over 1000 feet	LF	\$ 45.00	\$ 47.39
J45	Tear Down Additional Length 8" Bypass Discharge Line over 1000 feet	LF	\$ 50.00	\$ 52.65
J46	Tear Down Additional Length 10" Bypass Discharge Line over 1000 feet	LF	\$ 65.00	\$ 68.45
J47	Tear Down Additional Length 12" Bypass Discharge Line over 1000 feet	LF	\$ 115.00	\$ 121.10
J48	Tear Down Additional Length 18" Bypass Discharge Line over 1000 feet	LF	\$ 170.00	\$ 179.01
J49	Bypass - Driveway Ramp (Setup, Operate, Maintain)	DY	\$ 3,750.00	\$ 3,948.75
J50	8" ROAD CROSSING	DY	\$ 1,500.00	\$ 1,579.50
J51	10" BRIDGE STYLE ROAD CROSSING	DY	\$ 2,000.00	\$ 2,106.00
J52	10" ROAD CROSSING DOUBLE WIDE	DY	\$ 3,500.00	\$ 3,685.50
J53	12" ROAD CROSSING	DY	\$ 3,000.00	\$ 3,159.00
J54	12" ROAD CROSSING DOUBLE WIDE	DY	\$ 4,000.00	\$ 4,212.00
J55	18" ROAD CROSSING	DY	\$ 6,500.00	\$ 6,844.50
J56	Bypass - Street Ramp (Setup, Operate, Maintain)	DY	\$ 3,750.00	\$ 3,948.75
J57	Bypass - Street Trenching excluding restoration (Setup, Operate, Maintain)	LF	\$ 3,000.00	\$ 3,159.00
J58	PIPE FUSION MACHINE 6"-18"	DY	\$ 780.00	\$ 821.34
J59	PIPE FUSION MACHINE 4" - 12"	DY	\$ 690.00	\$ 726.57
J60	PUMP 1" TO 1.5" AOD	DY	\$ 85.00	\$ 89.51
J61	PUMP 2" AOD	DY	\$ 145.00	\$ 152.69
J62	PUMP 3" AOD	DY	\$ 145.00	\$ 152.69
J63	PUMP 2" GAS TRASH	DY	\$ 150.00	\$ 157.95
J64	PUMP 3" GAS TRASH	DY	\$ 200.00	\$ 210.60
J65	PUMP 4" GAS TRASH	DY	\$ 300.00	\$ 315.90
J66	PUMP 3" DIESEL	DY	\$ 450.00	\$ 473.85
J67	PUMP 4" DIESEL	DY	\$ 600.00	\$ 631.80
J68	PUMP 6" DIESEL	DY	\$ 800.00	\$ 842.40
J69	PUMP 6" PISTON DBA-WELLPOINT - DIESEL	DY	\$ 900.00	\$ 947.70
J70	PUMP 8" DIESEL	DY	\$ 1,200.00	\$ 1,263.60
J71	PUMP 8" PISTON DBA-WELLPOINT - DIESEL	DY	\$ 1,400.00	\$ 1,474.20
J72	PUMP 10" DIESEL	DY	\$ 2,000.00	\$ 2,106.00
J73	PUMP 12" DIESEL	DY	\$ 2,500.00	\$ 2,632.50
J74	PUMP 14" DIESEL	DY	\$ 3,000.00	\$ 3,159.00
J75	PUMP 18" DIESEL	DY	\$ 4,500.00	\$ 4,738.50
J76	4" HYDRAULIC PUMP HEAD	DY	\$ 200.00	\$ 210.60
J77	6" HYDRAULIC PUMP HEAD	DY	\$ 300.00	\$ 315.90
J78	8" HYDRAULIC PUMP HEAD	DY	\$ 400.00	\$ 421.20
J79	12" HYDRAULIC PUMP HEAD	DY	\$ 600.00	\$ 631.80
J80	HYDRAULIC POWER UNIT - 25HP	DY	\$ 400.00	\$ 421.20
J81	HYDRAULIC POWER UNIT - 65HP	DY	\$ 500.00	\$ 526.50
J82	HYDRAULIC POWER UNIT - 150HP	DY	\$ 800.00	\$ 842.40
J83	4 X 10 BAUER PIPE	DY	\$ 30.00	\$ 31.59
J84	6 X 10 BAUER PIPE	DY	\$ 35.00	\$ 36.86
J85	6 X 20 BAUER PIPE	DY	\$ 40.00	\$ 42.12
J86	8 X 10 BAUER PIPE	DY	\$ 45.00	\$ 47.39
J87	8 X 20 BAUER PIPE	DY	\$ 50.00	\$ 52.65
J88	PUMP HYDROSTATIC TEST 10K PSI AIR	MIN	\$ 70.00	\$ 73.71
J89	PUMP HYDROSTATIC TEST 8K PSI	MIN	\$ 90.00	\$ 94.77
J90	HOSE 8' PUMP HYDROSTATIC TEST	DY	\$ 150.00	\$ 157.95
J91	PUMP WATCH (each 12 Hour Shift)	EA	\$ 3,000.00	\$ 3,159.00
J92	HYDROSTATIC TESTING OF PIPING	HR	\$ 500.00	\$ 526.50
J93	24 HOUR SYSTEM TEST	HR	\$ 500.00	\$ 526.50
J94	SWPPP	EA	\$ 6,500.00	\$ 6,844.50
J95	6 X 6 CONTAINMENT BERM	DAY	\$ 150.00	\$ 157.95
J96	12 X 12 CONTAINMENT BERM	DAY	\$ 300.00	\$ 315.90
J97	PLUG TEST 6"-10"	DAY	\$ 84.50	\$ 88.98
J98	PLUG TEST 8"-12"	DAY	\$ 97.50	\$ 102.67
J99	PLUG TEST 12"-18"	DAY	\$ 110.50	\$ 116.36
J100	PLUG TEST 15"-30"	DAY	\$ 162.50	\$ 171.12
J101	PLUG TEST 24"-48"	DAY	\$ 422.50	\$ 444.90
J102	PLUG TEST 36"-60"	DAY	\$ 650.00	\$ 684.45
J103	PLUG TEST 48"-72"	DAY	\$ 1,105.00	\$ 1,163.57
J104	PLUG TEST 60"-96"	DAY	\$ 1,235.00	\$ 1,300.46
J105	Installation and Removal of Cofferd Dam	EA	\$ 13,000.00	\$ 13,689.00

J106	Installation and Removal of Aqua Barrier	EA	\$ 26,000.00	\$ 27,378.00
J107	Rental of Aqua Barrier	WK	\$ 6,500.00	\$ 6,844.50
J108	Installation and Removal of Plugs 6" - 18"	EA	\$ 1,950.00	\$ 2,053.35
J109	Installation and Removal of Plugs 24"-48"	EA	\$ 3,250.00	\$ 3,422.25
J110	Installation and Removal of Plugs 48" and Greater	EA	\$ 6,500.00	\$ 6,844.50
J111	Installation and Removal of Earthen Dam	EA	\$ 65,000.00	\$ 68,445.00
J112	Installation and Removal of Sheet Piling	LF	\$ 975.00	\$ 1,026.68
J113	Installation and Removal of Dewatering Box	EA	\$ 32,500.00	\$ 34,222.50
J114	Diver - Mobilization Over 100 Miles	EA	\$ 2,440.00	\$ 2,569.32
J115	Diver - Pipe Cleaning / Dredging To Install Plug	HR	\$ 405.00	\$ 426.47
J116	Diver - Installation 1st Plug-60inch And Smaller (removal Same As Install)	EA	\$ 2,440.00	\$ 2,569.32
J117	Diver - Installation 5 Or More Plugs Same Day (day Rate) (removal Same As Install)	EA	\$ 4,875.00	\$ 5,133.38
J118	Diver - Install Additional Plugs On Same Mob (removal Same As Install)	EA	\$ 1,950.00	\$ 2,053.35
J119	Diver - Installation Plug 60 Inch And Greater (removal Same As Install)	EA	\$ 3,250.00	\$ 3,422.25
J120	Diver - Day Rate For Dive Team, Underwater Power Tools & Video (day Rate)	EA	\$ 4,875.00	\$ 5,133.38
J121	Bypass Pumping - Residential	EA	\$ 2,000.00	\$ 2,106.00
J122	Bypass Pumping - Heavy	EA	\$ 10,000.00	\$ 10,530.00
J123	Bypass Pumping - Wet Weather Flows	EA	\$ 25,000.00	\$ 26,325.00
K	CIPP Pressure Pipe Lining for Potable and Non-Potable Pressure Pipelines and Related Items			
K1	6" Installation of Pressure Pipe Lining (Potable)	LF	\$ 540.00	\$ 568.62
K2	8" Installation of Pressure Pipe Lining (Potable)	LF	\$ 608.00	\$ 640.23
K3	10" Installation of Pressure Pipe Lining (Potable)	LF	\$ 698.00	\$ 735.00
K4	12" Installation of Pressure Pipe Lining (Potable)	LF	\$ 774.00	\$ 815.03
K5	15" Installation of Pressure Pipe Lining (Potable)	LF	\$ 878.00	\$ 924.54
K6	18" Installation of Pressure Pipe Lining (Potable)	LF	\$ 1,058.00	\$ 1,114.08
K7	21" Installation of Pressure Pipe Lining (Potable)	LF	\$ 1,179.00	\$ 1,241.49
K8	24" Installation of Pressure Pipe Lining (Potable)	LF	\$ 1,319.00	\$ 1,388.91
K9	27" Installation of Pressure Pipe Lining (Potable)	LF	\$ 1,440.00	\$ 1,516.32
K10	30" Installation of Pressure Pipe Lining (Potable)	LF	\$ 1,778.00	\$ 1,872.24
K11	33" Installation of Pressure Pipe Lining (Potable)	LF	\$ 2,070.00	\$ 2,179.71
K12	36" Installation of Pressure Pipe Lining (Potable)	LF	\$ 2,277.00	\$ 2,397.69
K13	39" Installation of Pressure Pipe Lining (Potable)	LF	\$ 2,619.00	\$ 2,757.81
K14	42" Installation of Pressure Pipe Lining (Potable)	LF	\$ 3,105.00	\$ 3,269.57
K15	48" Installation of Pressure Pipe Lining (Potable)	LF	\$ 4,140.00	\$ 4,359.42
K16	54" Installation of Pressure Pipe Lining (Potable)	LF	\$ 4,950.00	\$ 5,212.35
K17	6" Reinforced Pressure Pipe Lining (Non-Potable)	LF	\$ 405.00	\$ 426.47
K18	8" Reinforced Pressure Pipe Lining (Non-Potable)	LF	\$ 495.00	\$ 521.24
K19	10" Reinforced Pressure Pipe Lining (Non-Potable)	LF	\$ 585.00	\$ 616.01
K20	12" Reinforced Pressure Pipe Lining (Non-Potable)	LF	\$ 675.00	\$ 710.78
K21	15" Reinforced Pressure Pipe Lining (Non-Potable)	LF	\$ 765.00	\$ 805.55
K22	18" Reinforced Pressure Pipe Lining (Non-Potable)	LF	\$ 945.00	\$ 995.09
K23	21" Reinforced Pressure Pipe Lining (Non-Potable)	LF	\$ 1,044.00	\$ 1,099.34
K24	24" Reinforced Pressure Pipe Lining (Non-Potable)	LF	\$ 1,283.00	\$ 1,351.00
K25	27" Reinforced Pressure Pipe Lining (Non-Potable)	LF	\$ 1,440.00	\$ 1,516.32
K26	30" Reinforced Pressure Pipe Lining (Non-Potable)	LF	\$ 1,643.00	\$ 1,730.08
K27	33" Reinforced Pressure Pipe Lining (Non-Potable)	LF	\$ 1,935.00	\$ 2,037.56
K28	36" Reinforced Pressure Pipe Lining (Non-Potable)	LF	\$ 2,277.00	\$ 2,397.69
K29	39" Reinforced Pressure Pipe Lining (Non-Potable)	LF	\$ 2,498.00	\$ 2,630.40
K30	42" Reinforced Pressure Pipe Lining (Non-Potable)	LF	\$ 3,015.00	\$ 3,174.80
K31	48" Reinforced Pressure Pipe Lining (Non-Potable)	LF	\$ 4,050.00	\$ 4,264.65
K32	54" Reinforced Pressure Pipe Lining (Non-Potable)	LF	\$ 4,500.00	\$ 4,738.50
K33	6" Installation of End Seal - on gravity pipe	EA	\$ 6,210.00	\$ 6,539.13
K34	8" Installation of End Seal - on gravity pipe	EA	\$ 6,210.00	\$ 6,539.13
K35	10" Installation of End Seal - on gravity pipe	EA	\$ 6,210.00	\$ 6,539.13
K36	12" Installation of End Seal - on gravity pipe	EA	\$ 6,210.00	\$ 6,539.13
K37	15" Installation of End Seal - on gravity pipe	EA	\$ 8,280.00	\$ 8,718.84
K38	18" Installation of End Seal - on gravity pipe	EA	\$ 10,350.00	\$ 10,898.55
K39	21" Installation of End Seal - on gravity pipe	EA	\$ 10,350.00	\$ 10,898.55
K40	24" Installation of End Seal - on gravity pipe	EA	\$ 12,420.00	\$ 13,078.26
K41	27" Installation of End Seal - on gravity pipe	EA	\$ 12,420.00	\$ 13,078.26
K42	30" Installation of End Seal - on gravity pipe	EA	\$ 12,420.00	\$ 13,078.26
K43	33" Installation of End Seal - on gravity pipe	EA	\$ 14,490.00	\$ 15,257.97
K44	36" Installation of End Seal - on gravity pipe	EA	\$ 14,490.00	\$ 15,257.97
K45	39" Installation of End Seal - on gravity pipe	EA	\$ 16,560.00	\$ 17,437.68
K46	42" Installation of End Seal - on gravity pipe	EA	\$ 16,560.00	\$ 17,437.68
K47	48" Installation of End Seal - on gravity pipe	EA	\$ 20,700.00	\$ 21,797.10
K48	54" Installation of End Seal - on gravity pipe	EA	\$ 20,700.00	\$ 21,797.10
K49	6"to 12" System set-up charge (<150 lf)	EA	\$ 6,210.00	\$ 6,539.13
K50	15" to 21" System set-up charge (<150 lf)	EA	\$ 6,210.00	\$ 6,539.13
K51	24" to 33" System set-up charge (<150 lf)	EA	\$ 6,210.00	\$ 6,539.13
K52	36" to 54" System set-up charge (<150 lf)	EA	\$ 6,210.00	\$ 6,539.13
L	CIPP Pressure Pipe Bypass and Related Items			
L1	Set up bypass of mainlines sizes 2"- 4" AWWA approved bypass	LF	\$ 177.00	\$ 186.39
L2	Connection of each service from 2"- 4" AWWA approved bypass	EA	\$ 2,032.00	\$ 2,139.70
L3	Operation of 2"- 4" AWWA approved bypass	Day	\$ 4,416.00	\$ 4,650.05
L4	Set up bypass of mainlines sizes 6"- 8" AWWA approved bypass	LF	\$ 221.00	\$ 232.72

L5	Connection of each service from 6"- 8" AWWA approved bypass	EA	\$ 2,253.00	\$ 2,372.41
L6	Operation of 6"- 8" AWWA approved bypass	Day	\$ 5,300.00	\$ 5,580.90
L7	Set up bypass of mainlines sizes 10"- 12" AWWA approved bypass	LF	\$ 265.00	\$ 279.05
L8	Connection of each service from 10"- 12" AWWA approved bypass	EA	\$ 2,760.00	\$ 2,906.28
L9	Operation of 10"- 12" AWWA approved bypass	Day	\$ 8,832.00	\$ 9,300.10
L10	Set up bypass of mainlines sizes 13"- 19" AWWA approved bypass	LF	\$ 663.00	\$ 698.14
L11	Connection of each service from 13"- 19" AWWA approved bypass	EA	\$ 2,871.00	\$ 3,023.17
L12	Operation of 13"- 19" AWWA approved bypass	Day	\$ 11,040.00	\$ 11,625.12
L13	Set up bypass of mainlines sizes 20"- 24" AWWA approved bypass	EA	\$ 884.00	\$ 930.86
L14	Connection of each service from 20"- 24" AWWA approved bypass	EA	\$ 4,416.00	\$ 4,650.05
L15	Operation of 20"- 24" AWWA approved bypass	Day	\$ 11,040.00	\$ 11,625.12
L16	Set up bypass of mainlines sizes 25"- 30" AWWA approved bypass	LF	\$ 1,546.00	\$ 1,627.94
L17	Connection of each service from 25"- 30" AWWA approved bypass	EA	\$ 4,416.00	\$ 4,650.05
L18	Operation of 25"- 30" AWWA approved bypass	Day	\$ 13,248.00	\$ 13,950.15
L19	Set up bypass of mainlines sizes 31"- 37" AWWA approved bypass	LF	\$ 1,988.00	\$ 2,093.37
L20	Connection of each service from 31"- 37" AWWA approved bypass	EA	\$ 4,416.00	\$ 4,650.05
L21	Operation of 31"- 37" AWWA approved bypass	Day	\$ 13,248.00	\$ 13,950.15
L22	Set up bypass of mainlines sizes 38"- 48" AWWA approved bypass	LF	\$ 2,650.00	\$ 2,790.45
L23	Connection of each service from 38"- 48" AWWA approved bypass	EA	\$ 4,416.00	\$ 4,650.05
L24	Operation of 38"- 48" AWWA approved bypass	Day	\$ 13,248.00	\$ 13,950.15
M	Line Cleaning and Inspection for Pressure Pipelines and Mechanical Cleaning and Related Items			
M1	6" Cleaning with pressure propelled pigs	LF	\$ 45.00	\$ 47.39
M2	8" Cleaning with pressure propelled pigs	LF	\$ 45.00	\$ 47.39
M3	10" Cleaning with pressure propelled pigs	LF	\$ 45.00	\$ 47.39
M4	12" Cleaning with pressure propelled pigs	LF	\$ 45.00	\$ 47.39
M5	15" Cleaning with pressure propelled pigs	LF	\$ 67.00	\$ 70.56
M6	18" Cleaning with pressure propelled pigs	LF	\$ 67.00	\$ 70.56
M7	21" Cleaning with pressure propelled pigs	LF	\$ 67.00	\$ 70.56
M8	24" Cleaning with pressure propelled pigs	LF	\$ 89.00	\$ 93.72
M9	27" Cleaning with pressure propelled pigs	LF	\$ 89.00	\$ 93.72

M10	30" Cleaning with pressure propelled pigs	LF	\$ 89.00	\$ 93.72
M11	33" Cleaning with pressure propelled pigs	LF	\$ 89.00	\$ 93.72
M12	36" Cleaning with pressure propelled pigs	LF	\$ 177.00	\$ 186.39
M13	42" Cleaning with pressure propelled pigs	LF	\$ 177.00	\$ 186.39
M14	48" Cleaning with pressure propelled pigs	LF	\$ 177.00	\$ 186.39
M15	54" Cleaning with pressure propelled pigs	LF	\$ 177.00	\$ 186.39
M16	6" Cleaning with scrapers or other attached tools	LF	\$ 67.00	\$ 70.56
M17	8" Cleaning with scrapers or other attached tools	LF	\$ 67.00	\$ 70.56
M18	10" Cleaning with scrapers or other attached tools	LF	\$ 67.00	\$ 70.56
M19	12" Cleaning with scrapers or other attached tools	LF	\$ 67.00	\$ 70.56
M20	15" Cleaning with scrapers or other attached tools	LF	\$ 89.00	\$ 93.72
M21	18" Cleaning with scrapers or other attached tools	LF	\$ 89.00	\$ 93.72
M22	21" Cleaning with scrapers or other attached tools	LF	\$ 89.00	\$ 93.72
M23	24" Cleaning with scrapers or other attached tools	LF	\$ 111.00	\$ 116.89
M24	27" Cleaning with scrapers or other attached tools	LF	\$ 111.00	\$ 116.89
M25	30" Cleaning with scrapers or other attached tools	LF	\$ 111.00	\$ 116.89
M26	33" Cleaning with scrapers or other attached tools	LF	\$ 155.00	\$ 163.22
M27	36" Cleaning with scrapers or other attached tools	LF	\$ 155.00	\$ 163.22
M28	42" Cleaning with scrapers or other attached tools	LF	\$ 177.00	\$ 186.39
M29	48" Cleaning with scrapers or other attached tools	LF	\$ 221.00	\$ 232.72
M30	54" Cleaning with scrapers or other attached tools	LF	\$ 265.00	\$ 279.05
M31	6" Pressure pipe inspection	LF	\$ 18.00	\$ 18.96
M32	8" Pressure pipe inspection	LF	\$ 18.00	\$ 18.96
M33	10" Pressure pipe inspection	LF	\$ 23.00	\$ 24.22
M34	12" Pressure pipe inspection	LF	\$ 23.00	\$ 24.22
M35	15" Pressure pipe inspection	LF	\$ 23.00	\$ 24.22
M36	18" Pressure pipe inspection	LF	\$ 31.00	\$ 32.65
M37	21" Pressure pipe inspection	LF	\$ 31.00	\$ 32.65
M38	24" Pressure pipe inspection	LF	\$ 31.00	\$ 32.65
M39	27" Pressure pipe inspection	LF	\$ 31.00	\$ 32.65
M40	30" Pressure pipe inspection	LF	\$ 31.00	\$ 32.65
M41	33" Pressure pipe inspection	LF	\$ 31.00	\$ 32.65
M42	36" Pressure pipe inspection	LF	\$ 36.00	\$ 37.91
M43	42" Pressure pipe inspection	LF	\$ 36.00	\$ 37.91
M44	48" Pressure pipe inspection	LF	\$ 45.00	\$ 47.39
M45	54" Pressure pipe inspection	LF	\$ 67.00	\$ 70.56
M46	Tuberculation Removal (Pressure & Gravity Pipelines)	LF	\$ 64.00	\$ 67.40
N	Gravity Sewer Lateral Renewal Systems and Related Items			
N1	4"-6" Installation and cure of lateral liner in <12" dia. Main (up to 10')	EA	\$ 8,500.00	\$ 8,950.50
N2	4"-6" Installation and cure of lateral liner in >12" dia. Main (up to 10')	EA	\$ 10,000.00	\$ 10,530.00
N3	4"-6" lateral liner per linear foot > 10'	LF	\$ 515.00	\$ 542.30
N4	4"-6" Set-up for installations	EA	\$ 32,500.00	\$ 34,222.50
N5	Clean & CCTV Laterals (up to 10')	EA	\$ 1,215.00	\$ 1,279.40
N6	Clean & CCTV Laterals > 10'	LF	\$ 24.50	\$ 25.80
N7	Post CCTV Laterals (up to 25')	EA	\$ 650.00	\$ 684.45
N8	Post CCTV Laterals (over 25')	LF	\$ 10.50	\$ 11.06
N9	4" Wye Top Hat PipePatch Lateral Kit INSTALLED	EA	\$ 6,000.00	\$ 6,318.00
N10	5" Wye Top Hat PipePatch Lateral Kit INSTALLED	EA	\$ 6,000.00	\$ 6,318.00
N11	6" Wye Top Hat PipePatch Lateral Kit INSTALLED	EA	\$ 6,000.00	\$ 6,318.00
N12	4" Tee Top Hat PipePatch Lateral Kit INSTALLED	EA	\$ 6,000.00	\$ 6,318.00
N13	5" Tee Top Hat PipePatch Lateral Kit INSTALLED	EA	\$ 6,000.00	\$ 6,318.00
N14	6" Tee Top Hat PipePatch Lateral Kit INSTALLED	EA	\$ 6,000.00	\$ 6,318.00
O	Traffic Control & Additional Labor Rates:			
O1	Single Lane Closure	EA	\$ 3,500.00	\$ 3,685.50
O2	Double Lane Closure	EA	\$ 3,750.00	\$ 3,948.75
O3	Multi Lane Closure	EA	\$ 4,000.00	\$ 4,212.00
O4	Intersection Closure	EA	\$ 4,000.00	\$ 4,212.00
O5	Road Closure	EA	\$ 5,000.00	\$ 5,265.00
O6	Sidewalk Closure	EA	\$ 1,500.00	\$ 1,579.50
O7	Traffic Control Plan (per setup)	EA	\$ 10,000.00	\$ 10,530.00
O8	Flagmen (per each)	HR	\$ 150.00	\$ 157.95
O9	Uniformed Officers	HR	\$ 225.00	\$ 236.93
O10	Light Plant	DY	\$ 250.00	\$ 263.25
O11	Arrow Board	DY	\$ 300.00	\$ 315.90
O12	Message Board	DY	\$ 800.00	\$ 842.40
O13	Attenuator Truck	DY	\$ 1,500.00	\$ 1,579.50
O14	Sign (min qty 10, will bill at groupings of 10 EA per day)	DY	\$ 250.00	\$ 263.25
O15	Cone (min qty 10, will bill at groupings of 10 EA per day)	DY	\$ 250.00	\$ 263.25
O16	Barricade (min qty 5)	DY	\$ 450.00	\$ 473.85
O17	Superintendent - Regular	HR	\$ 120.00	\$ 126.36

O18	Superintendent - Overtime	HR	\$ 170.00	\$ 179.01
O19	Foreman - Regular	HR	\$ 100.00	\$ 105.30
O20	Foreman - Overtime	HR	\$ 130.00	\$ 136.89
O21	Laborer - Regular	HR	\$ 80.00	\$ 84.24
O22	Laborer - Overtime	HR	\$ 100.00	\$ 105.30
O23	Truck Drive - Regular	HR	\$ 145.00	\$ 152.69
O24	Truck Drive - Overtime	HR	\$ 170.00	\$ 179.01
O25	Utility - Regular	HR	\$ 80.00	\$ 84.24
O26	Utility - Overtime	HR	\$ 100.00	\$ 105.30
O27	Engineering Support	HR	\$ 450.00	\$ 473.85
O28	Engineering Design	EA	\$ 17,500.00	\$ 18,427.50
O29	Barge	DY	\$ 2,500.00	\$ 2,632.50
O30	John Boat	DY	\$ 1,250.00	\$ 1,316.25
O31	Tug Boat	DY	\$ 3,500.00	\$ 3,685.50
O32	Traffic Control - Residential	DY	\$ 15,000.00	\$ 15,795.00
O33	Traffic Control - Heavy	DY	\$ 30,000.00	\$ 31,590.00
O34	Traffic Control - DOT	DY	\$ 50,000.00	\$ 52,650.00
P	Mobilizations & Misc.			
P1	Mobilization - Specialized Mobilization	EA	\$ 150,000.00	\$ 157,950.00
P2	Mobilization - Emergency Mobilization	EA	\$ 35,000.00	\$ 36,855.00
P3	Mobilization - Rehab of Less Than 100 Ft	EA	\$ 35,000.00	\$ 36,855.00
P4	Mobilization - Rehab of 101 Ft to 300 Ft	EA	\$ 30,000.00	\$ 31,590.00
P5	Mobilization - Rehab of 301 Ft to 500 Ft	EA	\$ 25,000.00	\$ 26,325.00
P6	Mobilization - Rehab of 501 Ft to 1000 Ft	EA	\$ 20,000.00	\$ 21,060.00
P7	Mobilization - Alabama	EA	\$ 35,000.00	\$ 36,855.00
P8	Mobilization - Alaska	EA	\$ 100,000.00	\$ 105,300.00
P9	Mobilization - Arizona	EA	\$ 35,000.00	\$ 36,855.00
P10	Mobilization - Arkansas	EA	\$ 35,000.00	\$ 36,855.00
P11	Mobilization - California	EA	\$ 45,000.00	\$ 47,385.00
P12	Mobilization - Colorado	EA	\$ 35,000.00	\$ 36,855.00
P13	Mobilization - Connecticut	EA	\$ 50,000.00	\$ 52,650.00
P14	Mobilization - Delaware	EA	\$ 50,000.00	\$ 52,650.00
P15	Mobilization - Florida	EA	\$ 35,000.00	\$ 36,855.00
P16	Mobilization - Georgia	EA	\$ 35,000.00	\$ 36,855.00
P17	Mobilization - Hawaii	EA	\$ 300,000.00	\$ 315,900.00
P18	Mobilization - Idaho	EA	\$ 45,000.00	\$ 47,385.00
P19	Mobilization - Illinois	EA	\$ 35,000.00	\$ 36,855.00
P20	Mobilization - Indiana	EA	\$ 35,000.00	\$ 36,855.00
P21	Mobilization - Iowa	EA	\$ 35,000.00	\$ 36,855.00
P22	Mobilization - Kansas	EA	\$ 35,000.00	\$ 36,855.00
P23	Mobilization - Kentucky	EA	\$ 35,000.00	\$ 36,855.00
P24	Mobilization - Louisiana	EA	\$ 35,000.00	\$ 36,855.00
P25	Mobilization - Maine	EA	\$ 50,000.00	\$ 52,650.00
P26	Mobilization - Maryland	EA	\$ 35,000.00	\$ 36,855.00
P27	Mobilization - Massachusetts	EA	\$ 35,000.00	\$ 36,855.00
P28	Mobilization - Michigan	EA	\$ 35,000.00	\$ 36,855.00
P29	Mobilization - Minnesota	EA	\$ 40,000.00	\$ 42,120.00
P30	Mobilization - Mississippi	EA	\$ 35,000.00	\$ 36,855.00
P31	Mobilization - Missouri	EA	\$ 35,000.00	\$ 36,855.00
P32	Mobilization - Montana	EA	\$ 40,000.00	\$ 42,120.00
P33	Mobilization - Nebraska	EA	\$ 35,000.00	\$ 36,855.00
P34	Mobilization - Nevada	EA	\$ 45,000.00	\$ 47,385.00
P35	Mobilization - New Hampshire	EA	\$ 45,000.00	\$ 47,385.00
P36	Mobilization - New Jersey	EA	\$ 50,000.00	\$ 52,650.00
P37	Mobilization - New Mexico	EA	\$ 40,000.00	\$ 42,120.00
P38	Mobilization - New York	EA	\$ 45,000.00	\$ 47,385.00
P39	Mobilization - North Carolina	EA	\$ 35,000.00	\$ 36,855.00
P40	Mobilization - North Dakota	EA	\$ 40,000.00	\$ 42,120.00
P41	Mobilization - Ohio	EA	\$ 40,000.00	\$ 42,120.00
P42	Mobilization - Oklahoma	EA	\$ 35,000.00	\$ 36,855.00
P43	Mobilization - Oregon	EA	\$ 45,000.00	\$ 47,385.00
P44	Mobilization - Pennsylvania	EA	\$ 40,000.00	\$ 42,120.00
P45	Mobilization - Rhode Island	EA	\$ 45,000.00	\$ 47,385.00
P46	Mobilization - South Carolina	EA	\$ 35,000.00	\$ 36,855.00
P47	Mobilization - South Dakota	EA	\$ 40,000.00	\$ 42,120.00
P48	Mobilization - Tennessee	EA	\$ 35,000.00	\$ 36,855.00
P49	Mobilization - Texas	EA	\$ 35,000.00	\$ 36,855.00
P50	Mobilization - Utah	EA	\$ 35,000.00	\$ 36,855.00
P51	Mobilization - Vermont	EA	\$ 40,000.00	\$ 42,120.00
P52	Mobilization - Virginia	EA	\$ 40,000.00	\$ 42,120.00
P53	Mobilization - Washington	EA	\$ 50,000.00	\$ 52,650.00
P54	Mobilization - West Virginia	EA	\$ 35,000.00	\$ 36,855.00
P55	Mobilization - Wisconsin	EA	\$ 40,000.00	\$ 42,120.00
P56	Mobilization - Wyoming	EA	\$ 40,000.00	\$ 42,120.00
P57	Bond	PCNT	5%	10%

FORM E - Products and Services Offerings (Tab B)		Effective Date: 5/7/2025		
Offer Name:	Vortex Companies, LLC			
Invitation No.	HGAC			
AA	Vortex Lining System Equipment & Related Materials:			
AA1	Vortex Lining System Rig	EA	\$ 850,000.00	\$ 895,050.00
AA2	Vortex Spray Master Manhole Lining Equipment	EA	\$ 270,000.00	\$ 284,310.00
AA3	Vortex Spin Master Robotic Spin Casting Equipment	EA	\$ 30,000.00	\$ 31,590.00
AA4	SM1 Non-CDL Truck	EA	\$ 350,000.00	\$ 368,550.00
AA5	GeoKrete 60# bags	EA	\$ 51.24	\$ 53.96
AA6	GeoKrete 1,000# super sack bags	EA	\$ 780.00	\$ 821.34
AA7	GeoLiner 60# bags	EA	\$ 53.81	\$ 56.66
AA8	QM-1s Restore 60# bags	EA	\$ 33.07	\$ 34.83
AA9	AluminaLiner 60# bags	EA	\$ 56.90	\$ 59.92
AA10	Pason CA Liner 100+ 60# bags (Pure Fused 100% Calcium Aluminate Cement)	EA	\$ 54.28	\$ 57.16
AA11	Pason CA Liner 100 60# bags (Calcium Aluminate, Fiber-Reinforced)	EA	\$ 42.92	\$ 45.20
AA12	Pason MH Liner 60# bags (Portland Cement-Based Microsilica Enhanced)	EA	\$ 25.40	\$ 26.76
AA13	Parson RPM 60# bags	EA	\$ 64.62	\$ 68.05
AA14	Hyperform 60# bags	EA	\$ 50.48	\$ 53.16
AA15	Hyperform 50# pail	EA	\$ 57.89	\$ 60.96
AA16	Hyperform-RS 50# pail (Rapid Set)	EA	\$ 58.46	\$ 61.57
AA17	Quad Plug 50# pail	EA	\$ 52.24	\$ 55.01
AA18	Quad Flow 1,000# super sack bags	EA	\$ 376.56	\$ 396.52
AA19	Parson Quick Plug 50# pail	EA	\$ 62.04	\$ 65.33
AA20	Structure Guard-RS (Epoxy Protective Coating) 600 ml x 300 ml cartridge *priced per case	EA	\$ 468.00	\$ 492.81
AA21	Structure Guard-FM (100% solids fiber-reinforced epoxy mastic) 600 ml x 300 ml cartridge *priced per case	EA	\$ 468.00	\$ 492.81
AA22	Structure Guard-FM (100% solids fiber-reinforced epoxy mastic) 1.5 gallons *priced per kit	EA	\$ 162.00	\$ 170.59
AA23	Flex Guard-FM (100% solids flexible epoxy mastic) 600 ml x 600 ml *priced per case	EA	\$ 540.00	\$ 568.62
AA24	Chimney Guard (100% solids epoxy/urethane hybrid) 1.25 gallons *priced per kit	EA	\$ 228.00	\$ 240.09
AA25	Parsonpoxy FS1 (100% solids epoxy mastic) 1 gallon kit	EA	\$ 150.00	\$ 157.95
AA26	Parsonpoxy FP (flexible epoxy chimney seal) 1.25 gallon kit	EA	\$ 228.00	\$ 240.09
AA27	Structure Guard (100% solids protective epoxy coating) 156 gallon kit, 55 gallon drum *unit price per gallon (1-3 kits)	GAL	\$ 93.60	\$ 98.57
AA28	Structure Guard-Water (100% solids NSF-61 Approved epoxy coating) 55 gallon drum *unit price per gallon (1-3 kits)	GAL	\$ 102.00	\$ 107.41
AA29	Flex Guard urethane hybrid flexible coating) 55 gallon drum *unit price per gallon (1-3 kits)	GAL	\$ 120.00	\$ 126.36
AA30	Structure Guard-QS (100% solids, quick spray epoxy) 4 gallon kit	EA	\$ 426.00	\$ 448.58
AA31	Parsonpoxy SEL-80 (100% solids sprayable epoxy) 4 gallon kit	EA	\$ 426.00	\$ 448.58
AA32	Parsonpoxy SEL-80HB (100% solids sprayable epoxy) 156 gallon kit, 55 gallon drum *unit price per gallon (1-3 kits)	GAL	\$ 93.60	\$ 98.57
AA33	I&I Guard-PRF (fast curing, polyurethane grout for leak stoppage) 300 ml x 300 ml cartridge (12 per case)	EA	\$ 468.00	\$ 492.81
AA34	I&I Guard-PRF (fast curing, polyurethane grout for leak stoppage) 600 ml x 600 ml cartridge (6 per case)	EA	\$ 864.00	\$ 909.80
AA35	I&I Guard-MSF (migrating low viscosity foam) 5 gallon part A / 1 quart part B	EA	\$ 510.00	\$ 537.03
AA36	I&I Guard-SCF (single component foam) 5 gallon pails	EA	\$ 510.00	\$ 537.03
AA37	I&I Guard-SCF (single component foam) 300 ml x 300 ml cartridge (12 per case)	EA	\$ 468.00	\$ 492.81
AA38	I&I Guard-SCF (single component foam) 600 ml x 600 ml cartridge (6 per case)	EA	\$ 864.00	\$ 909.80
AA39	I&I Guard-SSF (Soil Stabilization Foam) 55 gallon drums *unit price per lbs.	LB	\$ 3.85	\$ 4.06
AA40	Parson Seal-Tite (hydrophobic polyurethane grout) 300 ml x 300 ml (12 per case)	EA	\$ 468.00	\$ 492.81
AA41	Parson Perma Seal (hydrophobic polyurethane grout) single component: 5 gallon plastic jugs (each)	EA	\$ 432.00	\$ 454.90
AA42	Parson Perma Seal (hydrophobic polyurethane grout) 300 ml x 300 ml cartridge (12 per case)	EA	\$ 294.00	\$ 309.59
AA43	Quadex OneGun (dual component cartridge dispenser) *price per gun	EA	\$ 840.00	\$ 884.52
AA44	Quadex OneGun Mini (smaller, designed for 300 ml cartridges) *price per gun	EA	\$ 598.80	\$ 630.54
AA45	Quadex OneGun Rapid Set (starter kit) includes OneGun and all accessories and one case of Structure Guard-RS	EA	\$ 1,170.00	\$ 1,232.01
AA46	Quadex OneGun Flexible Mastic (starter kit) includes OneGun and all accessories and one case of Flex-Guard-FM	EA	\$ 1,230.00	\$ 1,295.19
AA47	Quadex OneGun Fiber Reinforced Mastic (starter kit) includes OneGun and all accessories and one case of Structure Guard-FM	EA	\$ 1,170.00	\$ 1,232.01
AA48	Quadex OneGun Chemical Grout (starter kit) includes OneGun and all accessories and one case of I&I Guard-PRF	EA	\$ 1,500.00	\$ 1,579.50
AA49	Plastic (HDPE) Manhole Inserts (up to and including 29") Outer diameter *price includes 1 polypropylene strap	EA	\$ 61.20	\$ 64.45
AA50	Plastic (HDPE) Manhole Inserts (great than 29" to 33") Outer diameter *price includes 2 polypropylene strap	EA	\$ 79.20	\$ 83.40
AA51	Plastic (HDPE) Manhole Inserts (over 33") Outer diameter *price includes 2 polypropylene strap	EA	\$ 96.00	\$ 101.09
AA52	V2P Plastic Manhole Inserts (up to and including 29") Outer diameter *Prices include 1 gas & 1 vacuum springloaded relief valve, polyethylene gasket and 1 polypropylene strap	EA	\$ 85.20	\$ 89.72
AA53	V2P Plastic Manhole Inserts (great than 29" to 33") Outer diameter *Prices include 1 gas & 1 vacuum spring-loaded relief valve, polyethylene gasket and 1 polypropylene strap	EA	\$ 99.60	\$ 104.88
AA54	V2P Plastic Manhole Inserts (over 33") Outer diameter *Prices include 1 gas & 1 vacuum spring-loaded relief valve, polyethylene gasket and 1 polypropylene strap	EA	\$ 115.20	\$ 121.31
AA55	Stainless Steel Inserts (21-26.75") Outer diameter *Prices include 1 gas relief valve, closed cell neoprene gasket and 1 polypropylene strap	EA	\$ 288.00	\$ 303.27
AA56	Stainless Steel Inserts (27-32") Outer diameter *Prices include 1 gas relief valve, closed cell neoprene gasket and 1 polypropylene strap	EA	\$ 384.00	\$ 404.36
AA57	ODOREATER Manhole Inserts (Up to and Including 29") Outer Diameter *Prices include insert, PVC canister, and 20 lbs. activated carbon	EA	\$ 522.00	\$ 549.67

AA58	ODOREATER Manhole Inserts (Greater than 29" to 33") Outer Diameter *Prices include insert, PVC canister, and 20 lbs. activated carbon	EA	\$ 540.00	\$ 568.62
AA59	ODOREATER Manhole Inserts (Over 33" Outer Diameter) *Prices include insert, PVC canister, and 20 lbs. activated carbon	EA	\$ 558.00	\$ 587.58
AA60	ODOREATER Catalytic Carbon to Replace Activated Carbon (Add price shown to ODOREATER Manhole Insert Pricing)	EA	\$ 78.00	\$ 82.14
AA61	Tyler 5/4" Water Box Valve Inserts (Price includes 1 polypropylene strap)	EA	\$ 16.50	\$ 17.38
AA62	ODOREATER Replacement Activated Carbon (20# bag)	EA	\$ 90.00	\$ 94.77
AA63	ODOREATER Replacement Catalytic Carbon (20# bag)	EA	\$ 168.00	\$ 176.91
AA64	Available options / adders: neoprene gasket *price per insert	EA	\$ 7.20	\$ 7.59
AA65	Available options / adders: 2 vent holes & neoprene gasket *price per insert	EA	\$ 7.20	\$ 7.59
AA66	Available options / adders: diffuser valve *price per insert	EA	\$ 8.40	\$ 8.85
AA67	Available options / adders: diffuser valve and neoprene gasket *price per insert	EA	\$ 15.60	\$ 16.43
AA68	Polypropylene Manhole Steps (model # P-10938 & P-14938) 0-10 pieces	EA	\$ 20.88	\$ 21.99
AA69	Polypropylene Manhole Steps (model # P-10938 & P-14938) 11-20 pieces	EA	\$ 17.40	\$ 18.33
AA70	Polypropylene Manhole Steps (model # P-10938 & P-14938) 21-50 pieces	EA	\$ 13.92	\$ 14.66
AA71	Polypropylene Manhole Steps (model # P-10938 & P-14938) 51-100 pieces	EA	\$ 12.18	\$ 12.83
AA72	Polypropylene Manhole Steps (model # P-10938 & P-14938) 101-399 pieces	EA	\$ 10.44	\$ 11.00
BB	Robots and Cameras:			
BB1	MINI MILLER ROBOT G8/17 110v (PICOTE)	EA	\$ 5,692.50	\$ 5,994.21
BB2	MAXI MILLER ROBOT KK12/30 110v (PICOTE)	EA	\$ 13,915.00	\$ 14,652.50
BB3	MAXI MILLER POWER PLUS ROBOT 18/20 400v (PICOTE)	EA	\$ 22,715.00	\$ 23,918.90
BB4	Coating Pump U.S., UK 110v (includes 3 hose connectors and 2 brush stoppers) (PICOTE)	EA	\$ 9,790.00	\$ 10,308.87
BB5	1330 Robot (SCHWALM)	EA	\$ 96,772.50	\$ 101,901.45
BB6	2060 Robot F (SCHWALM)	EA	\$ 126,390.00	\$ 133,088.67
BB7	2060 Robot Z (SCHWALM)	EA	\$ 126,390.00	\$ 133,088.67
BB8	Focus Camera (SCHWALM)	EA	\$ 11,082.50	\$ 11,669.88
BB9	12000 Air Motor (SCHWALM)	EA	\$ 3,300.00	\$ 3,474.90
BB10	13000 Air Motor (SCHWALM)	EA	\$ 2,887.50	\$ 3,040.54
BB11	Digital Box (SCHWALM)	EA	\$ 7,920.00	\$ 8,339.76
BB12	Control Unit Schwalm (SCHWALM)	EA	\$ 27,981.25	\$ 29,464.26
BB13	Control Unit Cues (SCHWALM)	EA	\$ 27,500.00	\$ 28,957.50
BB14	Remote (SCHWALM)	EA	\$ 951.50	\$ 1,001.93
BB15	Cable Drum (SCHWALM)	EA	\$ 28,737.50	\$ 30,260.59
BB16	Twin Hose Reel (SCHWALM)	EA	\$ 29,000.00	\$ 30,537.00
BB17	6" Schwalm non-flow-through packer (SCHWALM)	EA	\$ 4,200.00	\$ 4,422.60
BB18	7" Schwalm non-flow-through packer (SCHWALM)	EA	\$ 4,410.00	\$ 4,643.73
BB19	8" Schwalm non-flow-through packer (SCHWALM)	EA	\$ 4,515.00	\$ 4,754.30
BB20	8" Schwalm flow-through packer (SCHWALM)	EA	\$ 7,455.00	\$ 7,850.12
BB21	10"-12" Schwalm flow-through packer (SCHWALM)	EA	\$ 7,980.00	\$ 8,402.94
BB22	4" Schwalm rubber lateral insertion device (lid) (SCHWALM)	EA	\$ 682.50	\$ 718.68
BB23	6" Schwalm rubber lateral insertion device (lid) (SCHWALM)	EA	\$ 682.50	\$ 718.68
BB24	Deep Trekker DTG3	EA	\$ 10,263.75	\$ 10,807.73
BB25	Deep Trekker Photon	EA	\$ 14,490.00	\$ 15,257.97
BB26	Deep Trekker Pivot Base	EA	\$ 21,262.50	\$ 22,389.42
BB27	Deep Trekker Pivot Expert	EA	\$ 29,242.50	\$ 30,792.36
BB28	Deep Trekker Pivot Nav	EA	\$ 68,853.75	\$ 72,503.00
BB29	Deep Trekker Revolution Base	EA	\$ 48,300.00	\$ 50,859.90
BB30	Deep Trekker Revolution Nav	EA	\$ 88,147.50	\$ 92,819.32
BB31	Deep Trekker Vac Utility Crawler	EA	\$ 39,847.50	\$ 41,959.42
BB32	Deep Trekker Utility Mag	EA	\$ 31,395.00	\$ 33,058.94
BB33	Pipe Trekker A-150S	EA	\$ 48,195.00	\$ 50,749.34
BB34	Pipe Trekker A-150X	EA	\$ 84,420.00	\$ 88,894.26
BB35	Pipe Trekker A-200S	EA	\$ 54,232.50	\$ 57,106.83
BB36	Pipe Trekker A-200X	EA	\$ 90,562.50	\$ 95,362.32
BB37	Pipe Trekker Ford Transit with A-200X	EA	\$ 301,875.00	\$ 317,874.38
BB38	SUPER MIDI MILLER 110v (PICOTE)	EA	\$ 11,025.00	\$ 11,609.33
BB39	MAXI MILLER 240v 33% more power than 110v (PICOTE)	EA	\$ 13,282.50	\$ 13,986.48
BB40	Picote Generator 400v (includes a 3.3kVA portable tool transformer w/ 110v 15A & 30A socket.(PICOTE)	EA	\$ 19,530.00	\$ 20,565.09
BB41	Picote Starter Kit	EA	\$ 1,134.00	\$ 1,194.11
BB42	Picote Pro Cutting	EA	\$ 3,780.00	\$ 3,980.34
BB43	Picote Pro Cleaning Kit	EA	\$ 3,738.00	\$ 3,936.12
BB44	Midi Roller US - Compact impregnation unit with battery and foot pedal (2-9" Liners)	EA	\$ 5,985.00	\$ 6,302.21
BB45	Midi Roller Wet-Out Station Foldable wet out table to be used with Midi Roller.	EA	\$ 5,722.50	\$ 6,025.80
BB46	Midi Roller & Wet-Out Station Package US	EA	\$ 11,025.00	\$ 11,609.33
BB47	Picote Original Cannon	EA	\$ 2,898.00	\$ 3,051.60
BB48	Twister Express 2" - 1/3" Shaft	EA	\$ 887.25	\$ 934.28
BB49	Twister Mini Flexi	EA	\$ 929.25	\$ 978.51
BB50	Twister Express	EA	\$ 1,270.50	\$ 1,337.84
BB51	Tiger Twister Lateral Cutter	EA	\$ 1,585.50	\$ 1,669.54
BB52	Twister for Unlined Pipe	EA	\$ 1,627.50	\$ 1,713.76
BB53	Twister for Lined Pipe	EA	\$ 1,795.50	\$ 1,890.67
BB54	Twister Concrete Remover	EA	\$ 1,648.50	\$ 1,735.88
BB55	Picote Grabber	EA	\$ 4,462.50	\$ 4,699.02
BB56	Grabber Jaw Set	EA	\$ 467.25	\$ 492.02

BB57	Large Grabber Jaw Set 1	EA	\$ 3,517.50	\$ 3,703.93
BB58	Large Grabber Extension 32.8ft.	EA	\$ 525.00	\$ 552.83
BB59	Spare Grabber Head with Jaws	EA	\$ 1,312.50	\$ 1,382.07
BB60	Spare Grabber Steering Unit	EA	\$ 2,047.50	\$ 2,156.02
BB61	Smart Crusher	EA	\$ 4,567.50	\$ 4,809.58
BB62	Smart Crusher Front Drill Head	EA	\$ 1,995.00	\$ 2,100.74
BB63	Smart Sweeper	EA	\$ 4,488.75	\$ 4,726.66
BB64	Twister+ 6" - 12" - 3/4" Shaft	EA	\$ 3,675.00	\$ 3,869.78
BB65	Smart Spider	EA	\$ 2,756.25	\$ 2,902.34
BB66	Twister Concrete Remover	EA	\$ 3,675.00	\$ 3,869.78
BB67	Maxi Coating Pump U.S. 110v	EA	\$ 14,673.75	\$ 15,451.46
BB68	Xpress Coating Pump 1 1/4"-12" pipes	EA	\$ 50,321.25	\$ 52,988.28
BB69	Test Box for Talpa	EA	\$ 1,102.50	\$ 1,160.94
BB70	Test Box for Mina Camera	EA	\$ 1,270.50	\$ 1,337.84
BB71	1500 Air motor for Picote Robo Tools (SCHWALM)	EA	\$ 4,950.75	\$ 5,213.14
BB72	Carbide Wheel Talpa 1330	EA	\$ 577.50	\$ 608.11
BB73	Carbide Wheel Talpa 2060	EA	\$ 640.50	\$ 674.45
BB74	Large Wheels for 16-24" Pipe Talpa 2060	EA	\$ 1,029.00	\$ 1,083.54
BB75	Power Boom Crane with Lights	EA	\$ 9,660.00	\$ 10,171.98
BB76	Large BlackLine Milling Ball	EA	\$ 1,653.75	\$ 1,741.40
BB77	Small BlackLine Milling Ball	EA	\$ 1,207.50	\$ 1,271.50
BB78	Large N-TEC II Mushroom Milling Cutter Head	EA	\$ 577.50	\$ 608.11
BB79	Small N-TEC II Mushroom Milling Cutter Head	EA	\$ 519.75	\$ 547.30
BB80	Robo Grabber (PICOTE)	EA	\$ 2,021.25	\$ 2,128.38
BB81	Impact Wrench for Compression Plugs	EA	\$ 1,758.75	\$ 1,851.97
BB82	Compression Plug - 4"	EA	\$ 315.00	\$ 331.70
BB83	Compression Plug - 5"	EA	\$ 341.25	\$ 359.34
BB84	Compression Plug - 6"	EA	\$ 357.00	\$ 375.93
BB85	Compression Plug - 8"	EA	\$ 514.50	\$ 541.77
BB86	Air Chisel Talpa 2060	EA	\$ 1,995.00	\$ 2,100.74
BB87	Chisel	EA	\$ 63.00	\$ 66.34
BB88	AccuPower 1330 Base Package (20k PSI, 3 days of training required but included)	EA	\$ 23,625.00	\$ 24,877.13
BB89	5mm x 100' Hose, 20,000 PSI 9/16" w/ manual hose reel (For 1330 Arm)	EA	\$ 2,730.00	\$ 2,874.69
BB90	5mm x 200' Hose, 40,000 PSI 9/16" w/ manual hose reel (For 1330 Arm)	EA	\$ 3,890.25	\$ 4,096.44
BB91	High Pressure, 20,000 PSI Automatic Reel w/ 300' Hose & Swivels (1330)	EA	\$ 38,062.50	\$ 40,079.82
BB92	AccuPower 2060 Base Package (40k PSI, 3 days of training required but included)	EA	\$ 26,250.00	\$ 27,641.25
BB93	High Pressure, 40,000 PSI Automatic Reel w/ 300' Hose & Swivels (2060)	EA	\$ 38,062.50	\$ 40,079.82
BB94	5mm x 100' Hose, 40,000 PSI 9/16" w/ manual hose reel (For 2060 Arm)	EA	\$ 5,145.00	\$ 5,417.69
BB95	5mm x 200' Hose, 40,000 PSI 9/16" w/ manual hose reel (For 2060 Arm)	EA	\$ 9,660.00	\$ 10,171.98
BB96	M9xM9 Hose Connector 40,000 PSI (2060 & 1330 Hoses)	EA	\$ 84.00	\$ 88.46
BB97	M14xM9 Hose Adapter 40,000 PSI (2060 & 1330 Hoses)	EA	\$ 131.25	\$ 138.21
BB98	Air Grinder w/ Mounting Ring (Angle Grinder) (SCHWALM)	EA	\$ 1,732.50	\$ 1,824.33
BB99	Diamond Blade Cutting Disc 125mm (SCHWALM)	EA	\$ 159.50	\$ 167.96
BB100	10-12" Schwalm flow-through packer long (SCHWALM)	EA	\$ 7,590.00	\$ 7,992.27
BB101	12"-16" Schwalm Flow-through packer (SCHWALM)	EA	\$ 7,722.00	\$ 8,131.27
BB102	16-20" Schwalm Packer (SCHWALM)	EA	\$ 8,222.50	\$ 8,658.30
BB103	16-24" Schwalm flow-through packer (SCHWALM)	EA	\$ 8,855.00	\$ 9,324.32
BB104	20-28" Schwalm flow-through packer (SCHWALM)	EA	\$ 9,762.50	\$ 10,279.92
BB105	6" Schwalm rubber lateral insertion device LONG (lid) (SCHWALM)	EA	\$ 858.00	\$ 903.48
BB106	8" Schwalm rubber lateral insertion device (lid) (SCHWALM)	EA	\$ 797.50	\$ 839.77
BB107	8" Schwalm rubber lateral insertion device LONG (lid) (SCHWALM)	EA	\$ 1,606.00	\$ 1,691.12
BB108	F-550-F600 (or equivalent) Schwalm Turn Key Truck Build	EA	\$ 610,000.00	\$ 642,330.00
BB109	Envirobot Viper Light	EA	\$ 26,125.00	\$ 27,509.63
BB110	Envirobot Viper Compact	EA	\$ 38,937.50	\$ 41,001.19
BB111	Envirobot Viper Long Range	EA	\$ 41,437.50	\$ 43,633.69
BB112	Viper G80 Compressor	EA	\$ 13,900.00	\$ 14,636.70
CC Internal Pipe Seals:				
CC1	8"-Stainless steel with EPDM	EA	\$ 2,835.00	\$ 2,985.26
CC2	10"-Stainless steel with EPDM	EA	\$ 2,948.00	\$ 3,104.25
CC3	12"-Stainless steel with EPDM	EA	\$ 3,072.00	\$ 3,234.82
CC4	15"-Stainless steel with EPDM	EA	\$ 3,556.00	\$ 3,744.47
CC5	18"-Stainless steel with EPDM	EA	\$ 3,908.00	\$ 4,115.13
CC6	21"-Stainless steel with EPDM	EA	\$ 4,466.00	\$ 4,702.70
CC7	24"-Stainless steel with EPDM	EA	\$ 5,269.00	\$ 5,548.26
DD Installation Packer for Internal Pipe Seals:				
DD1	8'-12" Packer with coupling rod	EA	\$ 10,175.00	\$ 10,714.28
DD2	15'-18" Packer with coupling rod	EA	\$ 12,765.00	\$ 13,441.55
DD3	21'-24" Packer with coupling rod	EA	\$ 14,985.00	\$ 15,779.21
EE Liner End Seal - on gravity pipe-mechanical, stainless steel sleeve with EPDM rubber:				
EE1	8"-Stainless steel with EPDM	EA	\$ 2,540.00	\$ 2,674.62
EE2	10"-Stainless steel with EPDM	EA	\$ 2,588.00	\$ 2,725.17
EE3	12"-Stainless steel with EPDM	EA	\$ 2,658.00	\$ 2,798.88
EE4	15"-Stainless steel with EPDM	EA	\$ 3,367.00	\$ 3,545.46
EE5	18"-Stainless steel with EPDM	EA	\$ 3,732.00	\$ 3,929.80
EE6	21"-Stainless steel with EPDM	EA	\$ 4,194.00	\$ 4,416.29
EE7	24"-Stainless steel with EPDM	EA	\$ 4,666.00	\$ 4,913.30

FF	UV Mainline Material and Related Materials:			
FF1	Vericure - Flat temp (per ft) Spool length 6,234'	LF	\$1.50	\$ 1.58
FF2	Vericure - Round Temp (per ft) Spool length options 350', 500', 600', 800', & 1,000'	LF	\$1.50	\$ 1.58
FF3	Vericure - Curing Monitoring System 1023 Pruchase per box	EA	\$36,000.00	\$ 37,908.00
FF4	Vericure - Curing Monitoring System 1023 rental per week	WK	\$2,500.00	\$ 2,632.50
FF5	6" - Polyethylene Preliner (6' Piece)	EA	\$9.78	\$ 10.30
FF6	8" - Polyethylene Preliner (6' Piece)	EA	\$15.36	\$ 16.18
FF7	10" - Polyethylene Preliner (6' Piece)	EA	\$16.68	\$ 17.57
FF8	12" - Polyethylene Preliner (6' Piece)	EA	\$20.70	\$ 21.80
FF9	15" - Polyethylene Preliner (6' Piece)	EA	\$25.68	\$ 27.05
FF10	18" - Polyethylene Preliner (6' Piece)	EA	\$29.52	\$ 31.09
FF11	21" - Polyethylene Preliner (6' Piece)	EA	\$32.70	\$ 34.44
FF12	24" - Polyethylene Preliner (6' Piece)	EA	\$35.40	\$ 37.28
FF13	27" - Polyethylene Preliner (6' Piece)	EA	\$37.58	\$ 39.58
FF14	30" - Polyethylene Preliner (6' Piece)	EA	\$39.68	\$ 41.79
FF15	36" - Polyethylene Preliner (6' Piece)	EA	\$43.68	\$ 46.00
FF16	42" - Polyethylene Preliner (6' Piece)	EA	\$56.89	\$ 59.91
FF17	48" - Polyethylene Preliner (6' Piece)	EA	\$65.46	\$ 68.93
FF18	54" - Polyethylene Preliner (6' Piece)	EA	\$67.82	\$ 71.42
FF19	60" - Polyethylene Preliner (6' Piece)	EA	\$73.82	\$ 77.74
FF20	66" - Polyethylene Preliner (6' Piece)	EA	\$78.11	\$ 82.25
FF21	72" - Polyethylene Preliner (6' Piece)	EA	\$82.39	\$ 86.76
FF22	6" - Polyethylene Preliner (full roll price 328')	EA	\$429.68	\$ 452.46
FF23	8" - Polyethylene Preliner (full roll price 328')	EA	\$672.40	\$ 708.04
FF24	10" - Polyethylene Preliner (full roll price 328')	EA	\$846.24	\$ 891.10
FF25	12" - Polyethylene Preliner (full roll price 328')	EA	\$1,066.00	\$ 1,122.50
FF26	15" - Polyethylene Preliner (full roll price 328')	EA	\$1,312.00	\$ 1,381.54
FF27	18" - Polyethylene Preliner (full roll price 328')	EA	\$1,538.32	\$ 1,619.86
FF28	21" - Polyethylene Preliner (full roll price 328')	EA	\$1,689.20	\$ 1,778.73
FF29	24" - Polyethylene Preliner (full roll price 328')	EA	\$1,836.80	\$ 1,934.16
FF30	27" - Polyethylene Preliner (full roll price 328')	EA	\$2,054.32	\$ 2,163.20
FF31	30" - Polyethylene Preliner (full roll price 328')	EA	\$2,169.40	\$ 2,284.38
FF32	36" - Polyethylene Preliner (full roll price 328')	EA	\$2,388.07	\$ 2,514.64
FF33	42" - Polyethylene Preliner (full roll price 328')	EA	\$3,110.14	\$ 3,274.98
FF34	48" - Polyethylene Preliner (full roll price 328')	EA	\$3,578.71	\$ 3,768.39
FF35	54" - Polyethylene Preliner (full roll price 328')	EA	\$3,707.57	\$ 3,904.08
FF36	60" - Polyethylene Preliner (full roll price 328')	EA	\$4,035.57	\$ 4,249.46
FF37	66" - Polyethylene Preliner (full roll price 328')	EA	\$4,269.86	\$ 4,496.17
FF38	72" - Polyethylene Preliner (full roll price 328')	EA	\$4,504.14	\$ 4,742.86
FF39	(OL-6-3.2) - Envirocure UV Liner - 6" x 3.2mm	LF	\$13.65	\$ 14.38
FF40	(OL-6-3.4) - Envirocure UV Liner - 6" x 3.4mm	LF	\$14.40	\$ 15.17
FF41	(OL-8-3.2) - Envirocure UV Liner - 8" x 3.2mm	LF	\$16.56	\$ 17.44
FF42	(OL-8-3.4) - Envirocure UV Liner - 8" x 3.4mm	LF	\$18.03	\$ 18.99
FF43	(OL-8-3.6) - Envirocure UV Liner - 8" x 4.0mm	LF	\$20.83	\$ 21.94
FF44	(OL-8-3.2) - Envirocure UV Liner - 10" x 3.2mm	LF	\$20.10	\$ 21.17
FF45	(OL-8-3.4) - Envirocure UV Liner - 10" x 3.4mm	LF	\$22.03	\$ 23.20
FF46	(OL-8-3.6) - Envirocure UV Liner - 10" x 4.0mm	LF	\$25.36	\$ 26.71
FF47	(OL-8-3.2) - Envirocure UV Liner - 12" x 3.2mm	LF	\$23.30	\$ 24.54
FF48	(OL-8-3.4) - Envirocure UV Liner - 12" x 3.4mm	LF	\$26.45	\$ 27.86
FF49	(OL-8-3.6) - Envirocure UV Liner - 12" x 4.0mm	LF	\$29.54	\$ 31.11
FF50	(OL-8-3.6) - Envirocure UV Liner - 12" x 4.4mm	LF	\$31.95	\$ 33.65
FF51	(OL-8-3.6) - Envirocure UV Liner - 12" x 5.2mm	LF	\$36.79	\$ 38.74
FF52	(OL-8-3.6) - Envirocure UV Liner - 12" x 5.6mm	LF	\$39.44	\$ 41.54
FF53	(OL-8-3.4) - Envirocure UV Liner - 15" x 3.4mm	LF	\$31.98	\$ 33.68
FF54	(OL-8-3.6) - Envirocure UV Liner - 15" x 4.0mm	LF	\$35.75	\$ 37.65
FF55	(OL-8-3.6) - Envirocure UV Liner - 15" x 4.4mm	LF	\$38.76	\$ 40.82
FF56	(OL-8-3.6) - Envirocure UV Liner - 15" x 5.2mm	LF	\$44.91	\$ 47.30
FF57	(OL-8-3.6) - Envirocure UV Liner - 15" x 5.6mm	LF	\$47.84	\$ 50.38
FF58	(OL-8-3.4) - Envirocure UV Liner - 18" x 3.4mm	LF	\$37.40	\$ 39.39
FF59	(OL-8-3.6) - Envirocure UV Liner - 18" x 4.0mm	LF	\$41.65	\$ 43.86
FF60	(OL-8-3.6) - Envirocure UV Liner - 18" x 4.4mm	LF	\$46.07	\$ 48.52
FF61	(OL-8-3.6) - Envirocure UV Liner - 18" x 5.2mm	LF	\$53.21	\$ 56.04
FF62	(OL-8-3.6) - Envirocure UV Liner - 18" x 5.6mm	LF	\$56.90	\$ 59.92
FF63	(OL-8-3.6) - Envirocure UV Liner - 18" x 6.4mm	LF	\$64.12	\$ 67.52
FF64	(OL-8-3.6) - Envirocure UV Liner - 20" x 4.0mm	LF	\$46.60	\$ 49.07
FF65	(OL-8-3.6) - Envirocure UV Liner - 20" x 4.4mm	LF	\$50.78	\$ 53.48
FF66	(OL-8-3.6) - Envirocure UV Liner - 20" x 5.2mm	LF	\$58.75	\$ 61.87
FF67	(OL-8-3.6) - Envirocure UV Liner - 20" x 5.6mm	LF	\$62.76	\$ 66.09
FF68	(OL-8-3.6) - Envirocure UV Liner - 20" x 6.4mm	LF	\$70.74	\$ 74.49
FF69	(OL-8-3.6) - Envirocure UV Liner - 21" x 4.0mm	LF	\$48.76	\$ 51.35
FF70	(OL-8-3.6) - Envirocure UV Liner - 21" x 4.4mm	LF	\$53.13	\$ 55.95
FF71	(OL-8-3.6) - Envirocure UV Liner - 21" x 5.2mm	LF	\$61.50	\$ 64.76

FF72	(OL-8-3.6) - Envirocure UV Liner - 21" x 5.6mm	LF	\$65.71	\$ 69.20
FF73	(OL-8-3.6) - Envirocure UV Liner - 21" x 6.4mm	LF	\$74.08	\$ 78.01
FF74	(OL-8-3.6) - Envirocure UV Liner - 24" x 4.0mm	LF	\$55.13	\$ 58.06
FF75	(OL-8-3.6) - Envirocure UV Liner - 24" x 4.4mm	LF	\$59.95	\$ 63.13
FF76	(OL-8-3.6) - Envirocure UV Liner - 24" x 5.2mm	LF	\$69.53	\$ 73.22
FF77	(OL-8-3.6) - Envirocure UV Liner - 24" x 5.6mm	LF	\$74.45	\$ 78.40
FF78	(OL-8-3.6) - Envirocure UV Liner - 24" x 6.4mm	LF	\$83.87	\$ 88.32
FF79	(OL-8-3.6) - Envirocure UV Liner - 27" x 4.0mm	LF	\$61.23	\$ 64.48
FF80	(OL-8-3.6) - Envirocure UV Liner - 27" x 4.4mm	LF	\$65.54	\$ 69.02
FF81	(OL-8-3.6) - Envirocure UV Liner - 27" x 5.2mm	LF	\$79.07	\$ 83.27
FF82	(OL-8-3.6) - Envirocure UV Liner - 27" x 5.6mm	LF	\$81.64	\$ 85.97
FF83	(OL-8-3.6) - Envirocure UV Liner - 27" x 6.4mm	LF	\$92.50	\$ 97.41
FF84	(OL-8-3.6) - Envirocure UV Liner - 27" x 7.6mm	LF	\$101.31	\$ 106.68
FF85	(OL-8-3.6) - Envirocure UV Liner - 30" x 5.2mm	LF	\$87.52	\$ 92.16
FF86	(OL-8-3.6) - Envirocure UV Liner - 30" x 5.6mm	LF	\$93.34	\$ 98.29
FF87	(OL-8-3.6) - Envirocure UV Liner - 30" x 6.4mm	LF	\$105.96	\$ 111.58
FF88	(OL-8-3.6) - Envirocure UV Liner - 30" x 7.6mm	LF	\$124.41	\$ 131.01
FF89	(OL-8-3.6) - Envirocure UV Liner - 30" x 8.8mm	LF	\$136.28	\$ 143.51
FF90	(OL-8-3.6) - Envirocure UV Liner - 30" x 10mm	LF	\$154.72	\$ 162.93
FF91	(OL-8-3.6) - Envirocure UV Liner - 36" x 5.2mm	LF	\$103.27	\$ 108.75
FF92	(OL-8-3.6) - Envirocure UV Liner - 36" x 5.6mm	LF	\$110.25	\$ 116.10
FF93	(OL-8-3.6) - Envirocure UV Liner - 36" x 6.4mm	LF	\$125.67	\$ 132.34
FF94	(OL-8-3.6) - Envirocure UV Liner - 36" x 7.6mm	LF	\$147.51	\$ 155.33
FF95	(OL-8-3.6) - Envirocure UV Liner - 36" x 8.8mm	LF	\$161.35	\$ 169.91
FF96	(OL-8-3.6) - Envirocure UV Liner - 36" x 10mm	LF	\$183.19	\$ 192.90
FF97	UV GRP Liner - 6" x 3.0mm	LF	\$13.51	\$ 14.23
FF98	UV GRP Liner - 6" x 4.0mm	LF	\$16.61	\$ 17.50
FF99	UV GRP Liner - 8" x 3.0mm	LF	\$16.54	\$ 17.42
FF100	UV GRP Liner - 8" x 4.0mm	LF	\$20.47	\$ 21.56
FF101	UV GRP Liner - 10" x 3.0mm	LF	\$19.56	\$ 20.60
FF102	UV GRP Liner - 10" x 4.0mm	LF	\$24.31	\$ 25.60
FF103	UV GRP Liner - 12" x 3.0mm	LF	\$22.59	\$ 23.79
FF104	UV GRP Liner - 12" x 4.0mm	LF	\$28.16	\$ 29.66
FF105	UV GRP Liner - 12" x 5.0mm	LF	\$33.74	\$ 35.53
FF106	UV GRP Liner - 14" x 3.0mm	LF	\$25.40	\$ 26.75
FF107	UV GRP Liner - 14" x 4.0mm	LF	\$31.80	\$ 33.49
FF108	UV GRP Liner - 14" x 5.0mm	LF	\$38.21	\$ 40.24
FF109	UV GRP Liner - 15" x 3.0mm	LF	\$27.19	\$ 28.64
FF110	UV GRP Liner - 15" x 4.0mm	LF	\$34.01	\$ 35.82
FF111	UV GRP Liner - 15" x 5.0mm	LF	\$40.82	\$ 42.99
FF112	UV GRP Liner - 18" x 4.0mm	LF	\$39.74	\$ 41.85
FF113	UV GRP Liner - 18" x 5.0mm	LF	\$47.79	\$ 50.33
FF114	UV GRP Liner - 18" x 6.0mm	LF	\$55.85	\$ 58.82
FF115	UV GRP Liner - 20" x 4.0mm	LF	\$43.78	\$ 46.11
FF116	UV GRP Liner - 20" x 5.0mm	LF	\$52.48	\$ 55.27
FF117	UV GRP Liner - 20" x 6.0mm	LF	\$61.54	\$ 64.81
FF118	UV GRP Liner - 21" x 4.0mm	LF	\$45.60	\$ 48.02
FF119	UV GRP Liner - 21" x 5.0mm	LF	\$54.89	\$ 57.80
FF120	UV GRP Liner - 21" x 6.0mm	LF	\$64.19	\$ 67.60
FF121	UV GRP Liner - 24" x 4.0mm	LF	\$51.35	\$ 54.08
FF122	UV GRP Liner - 24" x 5.0mm	LF	\$61.88	\$ 65.16
FF123	UV GRP Liner - 24" x 6.0mm	LF	\$72.42	\$ 76.26
FF124	UV GRP Liner - 24" x 7.0mm	LF	\$82.95	\$ 87.35
FF125	UV GRP Liner - 24" x 8.0mm	LF	\$93.48	\$ 98.44
FF126	UV GRP Liner - 27" x 4.0mm	LF	\$57.35	\$ 60.39
FF127	UV GRP Liner - 27" x 5.0mm	LF	\$69.13	\$ 72.80
FF128	UV GRP Liner - 27" x 6.0mm	LF	\$80.90	\$ 85.19
FF129	UV GRP Liner - 27" x 7.0mm	LF	\$92.67	\$ 97.59
FF130	UV GRP Liner - 27" x 8.0mm	LF	\$104.45	\$ 109.99
FF131	UV GRP Liner - 30" x 4.0mm	LF	\$70.10	\$ 73.82
FF132	UV GRP Liner - 30" x 5.0mm	LF	\$84.26	\$ 88.73
FF133	UV GRP Liner - 30" x 6.0mm	LF	\$98.42	\$ 103.64
FF134	UV GRP Liner - 30" x 7.0mm	LF	\$112.58	\$ 118.55
FF135	UV GRP Liner - 30" x 8.0mm	LF	\$126.74	\$ 133.46
FF136	UV GRP Liner - 36" x 4.0mm	LF	\$81.69	\$ 86.02
FF137	UV GRP Liner - 36" x 5.0mm	LF	\$98.33	\$ 103.55
FF138	UV GRP Liner - 36" x 6.0mm	LF	\$114.97	\$ 121.07
FF139	UV GRP Liner - 36" x 7.0mm	LF	\$131.61	\$ 138.59
FF140	UV GRP Liner - 36" x 8.0mm	LF	\$148.24	\$ 156.10
FF141	UV GRP Liner - 42" x 4.0mm	LF	\$93.39	\$ 98.34
FF142	UV GRP Liner - 42" x 5.0mm	LF	\$112.51	\$ 118.48
FF143	UV GRP Liner - 42" x 6.0mm	LF	\$131.63	\$ 138.61
FF144	UV GRP Liner - 42" x 7.0mm	LF	\$150.74	\$ 158.73

FF145	UV GRP Liner - 42" x 8.0mm	LF	\$169.86	\$ 178.87
FF146	UV GRP Liner - 42" x 9.0mm	LF	\$188.98	\$ 199.00
FF147	UV GRP Liner - 42" x 10.0mm	LF	\$213.80	\$ 225.14
FF148	UV GRP Liner - 48" x 5.0mm	LF	\$126.76	\$ 133.48
FF149	UV GRP Liner - 48" x 6.0mm	LF	\$148.36	\$ 156.23
FF150	UV GRP Liner - 48" x 7.0mm	LF	\$169.95	\$ 178.96
FF151	UV GRP Liner - 48" x 8.0mm	LF	\$191.55	\$ 201.71
FF152	UV GRP Liner - 48" x 9.0mm	LF	\$213.15	\$ 224.45
FF153	UV GRP Liner - 48" x 10.0mm	LF	\$234.74	\$ 247.19
FF154	UV GRP Liner - 54" x 6.0mm	LF	\$171.89	\$ 181.01
FF155	UV GRP Liner - 54" x 7.0mm	LF	\$197.30	\$ 207.76
FF156	UV GRP Liner - 54" x 8.0mm	LF	\$222.26	\$ 234.04
FF157	UV GRP Liner - 54" x 9.0mm	LF	\$247.21	\$ 260.32
FF158	UV GRP Liner - 54" x 10.0mm	LF	\$278.50	\$ 293.27
FF159	UV GRP Liner - 54" x 11.0mm	LF	\$283.76	\$ 298.80
FF160	UV GRP Liner - 60" x 6.0mm	LF	\$261.18	\$ 275.03
FF161	UV GRP Liner - 60" x 7.0mm	LF	\$298.90	\$ 314.75
FF162	UV GRP Liner - 60" x 8.0mm	LF	\$336.63	\$ 354.48
FF163	UV GRP Liner - 60" x 9.0mm	LF	\$374.35	\$ 394.20
FF164	UV GRP Liner - 60" x 10.0mm	LF	\$412.08	\$ 433.93
FF165	UV GRP Liner - 60" x 11.0mm	LF	\$449.80	\$ 473.64
FF166	UV GRP Liner - 60" x 12.0mm	LF	\$487.53	\$ 513.37
FF167	UV GRP Liner - 66" x 6.0mm	LF	\$283.01	\$ 298.01
FF168	UV GRP Liner - 66" x 7.0mm	LF	\$324.14	\$ 341.32
FF169	UV GRP Liner - 66" x 8.0mm	LF	\$365.28	\$ 384.64
FF170	UV GRP Liner - 66" x 9.0mm	LF	\$406.41	\$ 427.95
FF171	UV GRP Liner - 66" x 10.0mm	LF	\$447.54	\$ 471.26
FF172	UV GRP Liner - 66" x 11.0mm	LF	\$499.31	\$ 525.78
FF173	UV GRP Liner - 66" x 12.0mm	LF	\$551.08	\$ 580.29
FF174	UV GRP Liner - 72" x 6.0mm	LF	\$315.66	\$ 332.39
FF175	UV GRP Liner - 72" x 7.0mm	LF	\$361.42	\$ 380.58
FF176	UV GRP Liner - 72" x 8.0mm	LF	\$407.17	\$ 428.76
FF177	UV GRP Liner - 72" x 9.0mm	LF	\$452.93	\$ 476.94
FF178	UV GRP Liner - 72" x 10.0mm	LF	\$498.68	\$ 525.12
FF179	UV GRP Liner - 72" x 11.0mm	LF	\$544.44	\$ 573.30
FF180	UV GRP Liner - 72" x 12.0mm	LF	\$590.19	\$ 621.48
FF181	(SS6) - 6" Safety Sleeve	EA	\$65.00	\$ 68.45
FF182	(SS8) - 8" Safety Sleeve	EA	\$67.75	\$ 71.35
FF183	(SS10) - 10" Safety Sleeve	EA	\$76.29	\$ 80.34
FF184	(SS12) - 12" Safety Sleeve	EA	\$84.03	\$ 88.49
FF185	(SS15) - 15" Safety Sleeve	EA	\$98.65	\$ 103.88
FF186	(SS18) - 18" Safety Sleeve	EA	\$108.78	\$ 114.55
FF187	(SS20) - 20" Safety Sleeve	EA	\$117.41	\$ 123.64
FF188	(SS21) - 21" Safety Sleeve	EA	\$125.56	\$ 132.22
FF189	(SS24) - 24" Safety Sleeve	EA	\$133.68	\$ 140.77
FF190	(SS30) - 30" Safety Sleeve	EA	\$164.74	\$ 173.48
FF191	(SS36) - 36" Safety Sleeve	EA	\$179.58	\$ 189.10
FF192	(SS42) - 42" Safety Sleeve	EA	\$202.69	\$ 213.44
FF193	(SS48) - 48" Safety Sleeve	EA	\$232.50	\$ 244.83
FF194	(SS54) - 54" Safety Sleeve	EA	\$262.32	\$ 276.23
FF195	(SS60) - 60" Safety Sleeve	EA	\$320.00	\$ 336.96
FF196	(SS66) - 66" Safety Sleeve	EA	\$375.00	\$ 394.88
FF197	(SS72) - 72" Safety Sleeve	EA	\$450.00	\$ 473.85
FF198	(SS6) - 6" Safety Sleeve with Zipper	EA	\$71.50	\$ 75.29
FF199	(SS8) - 8" Safety Sleeve with Zipper	EA	\$72.75	\$ 76.61
FF200	(SS10) - 10" Safety Sleeve with Zipper	EA	\$81.29	\$ 85.60
FF201	(SS12) - 12" Safety Sleeve with Zipper	EA	\$89.03	\$ 93.75
FF202	(SS15) - 15" Safety Sleeve with Zipper	EA	\$103.65	\$ 109.15
FF203	(SS18) - 18" Safety Sleeve with Zipper	EA	\$113.78	\$ 119.82
FF204	(SS20) - 20" Safety Sleeve with Zipper	EA	\$129.15	\$ 136.00
FF205	(SS21) - 21" Safety Sleeve with Zipper	EA	\$138.12	\$ 145.45
FF206	(SS24) - 24" Safety Sleeve with Zipper	EA	\$147.05	\$ 154.85
FF207	(SS30) - 30" Safety Sleeve with Zipper	EA	\$181.21	\$ 190.82
FF208	(SS36) - 36" Safety Sleeve with Zipper	EA	\$197.54	\$ 208.01
FF209	(SS42) - 42" Safety Sleeve with Zipper	EA	\$222.96	\$ 234.78
FF210	(SS48) - 48" Safety Sleeve with Zipper	EA	\$255.75	\$ 269.31
FF211	(SS54) - 54" Safety Sleeve with Zipper	EA	\$288.55	\$ 303.85
FF212	(SS60) - 60" Safety Sleeve with Zipper	EA	\$352.00	\$ 370.66
FF213	(SS66) - 66" Safety Sleeve with Zipper	EA	\$412.50	\$ 434.37
FF214	(SS72) - 72" Safety Sleeve with Zipper	EA	\$495.00	\$ 521.24
FF215	(GF6) - 6" Glide Film - 1000' per roll	RL	\$520.00	\$ 547.56
FF216	(GF8) - 8" Glide Film - 1000' per roll	RL	\$720.00	\$ 758.16
FF217	(GF10) - 10" Glide Film - 1000' per roll	RL	\$800.00	\$ 842.40

FF218	(GF12) - 12" Glide Film - 1000' per roll	RL	\$1,010.00	\$ 1,063.53
FF219	(GF15) - 15" Glide Film - 1000' per roll	RL	\$1,140.00	\$ 1,200.42
FF220	(GF18) - 18" Glide Film - 1000' per roll	RL	\$1,520.00	\$ 1,600.56
FF221	(GF24) - 24" Glide Film - 1000' per roll	RL	\$2,220.00	\$ 2,337.66
FF222	(GF27) - 27" Glide Film - 1000' per roll	RL	\$2,220.00	\$ 2,337.66
FF223	(GF30) - 30" Glide Film - 1000' per roll	RL	\$2,220.00	\$ 2,337.66
FF224	(GF36) - 36" Glide Film - 850' per roll	RL	\$3,200.00	\$ 3,369.60
FF225	(GF42) - 42" Glide Film - 500' per roll	RL	\$2,500.00	\$ 2,632.50
FF226	(GF48) - 48" Glide Film - 500' per roll	RL	\$2,500.00	\$ 2,632.50
FF227	(GF54) - 54" Glide Film - 500' per roll	RL	\$4,150.00	\$ 4,369.95
FF228	(GF60) - 60" Glide Film - 500' per roll	RL	\$4,150.00	\$ 4,369.95
FF229	(GF66) - 66" Glide Film - 500' per roll	RL	\$5,100.00	\$ 5,370.30
FF230	(GF72) - 72" Glide Film - 500' per roll	RL	\$5,100.00	\$ 5,370.30
FF231	(CRATE36-STD) - 6" - 12", up to 3.2mm Liner - UV Shipping Crate - 36" Standard	EA	\$875.00	\$ 921.38
FF232	(CRATE72) - 12" - 24", over 3.2mm Liner - UV Shipping Crate - 72"	EA	\$1,200.00	\$ 1,263.60
FF192	(GF15) - 15" Glide Film - 1000' per roll	RL	\$ 1,140.00	\$ 1,200.42
FF193	(GF18) - 18" Glide Film - 1000' per roll	RL	\$ 1,520.00	\$ 1,600.56
FF194	(GF24) - 24" Glide Film - 1000' per roll	RL	\$ 2,220.00	\$ 2,337.66
FF195	(GF27) - 27" Glide Film - 1000' per roll	RL	\$ 2,220.00	\$ 2,337.66
FF196	(GF30) - 30" Glide Film - 1000' per roll	RL	\$ 2,220.00	\$ 2,337.66
FF197	(GF36) - 36" Glide Film - 850' per roll	RL	\$ 3,200.00	\$ 3,369.60
FF198	(GF42) - 42" Glide Film - 500' per roll	RL	\$ 2,500.00	\$ 2,632.50
FF199	(GF48) - 48" Glide Film - 500' per roll	RL	\$ 2,500.00	\$ 2,632.50
FF200	(GF54) - 54" Glide Film - 500' per roll	RL	\$ 4,150.00	\$ 4,369.95
FF201	(GF60) - 60" Glide Film - 500' per roll	RL	\$ 4,150.00	\$ 4,369.95
FF202	(GF66) - 66" Glide Film - 500' per roll	RL	\$ 5,100.00	\$ 5,370.30
FF203	(GF72) - 72" Glide Film - 500' per roll	RL	\$ 5,100.00	\$ 5,370.30
FF204	(CRATE36-STD) - 6" - 12", up to 3.2mm Liner - UV Shipping Crate - 36" Standard	EA	\$ 875.00	\$ 921.38
FF205	(CRATE72) - 12" - 24", over 3.2mm Liner - UV Shipping Crate - 72"	EA	\$ 1,200.00	\$ 1,263.60
GG	UV Mainline Equipment and Related items:			
GG01	UV Truck Build - Etecas System 6" - 48"	EA	\$ 1,750,000.00	\$ 1,842,750.00
GG02	UV Truck Build UV8000 System 6" - 48"	EA	\$ 1,500,000.00	\$ 1,579,500.00
GG03	UV Starter Set	EA	\$ 9,268.67	\$ 9,759.91
GG04	UV Third man Winch Complete Assembly	EA	\$ 12,465.88	\$ 13,126.58
GG05	UV Can Set 6-24"	EA	\$ 34,482.76	\$ 36,310.35
GG06	UV Can Set 27-54"	EA	\$ 135,262.04	\$ 142,430.93
GG07	UV Can Set 60-66"	EA	\$ 38,166.81	\$ 40,189.66
GG08	Blower Hoses(4)	EA	\$ 1,750.34	\$ 1,843.11
GG09	UV 8kw Compact 60hz	EA	\$ 295,417.13	\$ 311,074.24
GG10	UV 8kw 8x400/650W	EA	\$ 86,649.32	\$ 91,241.74
GG11	UV 8kw Backeye Camera	EA	\$ 13,470.65	\$ 14,184.60
GG12	UV 8kw 400/650W	EA	\$ 962.88	\$ 1,013.92
GG13	UV 8kw Wheel Set DN150 for Light source 8x400/650W	EA	\$ 5,180.28	\$ 5,454.84
GG14	UV 8kw Wheel Set DN500 for Light Source 8x400/650W	EA	\$ 7,086.78	\$ 7,462.38
GG15	UV 8kw Wheel Set DN600 for Light Source 8x400/650W	EA	\$ 7,741.53	\$ 8,151.84
GG16	UV 8kw Light Source Core 2x4x1000	EA	\$ 111,693.75	\$ 117,613.52
GG17	UV 8kw Lamp 1000W	EA	\$ 1,405.80	\$ 1,480.31
GG18	UV 12kw System	EA	\$ 467,603.96	\$ 492,386.97
GG19	UV 12kw Face Camera	EA	\$ 6,200.00	\$ 6,528.60
GG20	UV 12kw Plug-Cam	EA	\$ 4,425.00	\$ 4,659.53
GG21	UV 12kw Light Chain	EA	\$ 44,235.00	\$ 46,579.46
GG22	UV 12kw Wheel Sets	EA	\$ 31,150.00	\$ 32,800.95
GG23	UV 12kw Bulb 400/650W	EA	\$ 1,258.16	\$ 1,324.85
GG24	UV 12kw Light Source Core 2x4x1000W	EA	\$ 135,262.04	\$ 142,430.93
GG25	UV 12k 400W Bulb Case	EA	\$ 351.72	\$ 370.37
GG26	UV 12k 1000W Bulb Case	EA	\$ 351.72	\$ 370.37
GG27	UV Can Set 72"	EA	\$ 52,000.00	\$ 54,756.00
GG28	UV Third Man Winch Rope	EA	\$ 2,500.00	\$ 2,632.50
GG29	UV-LED-Packer 6-12" for 24" Patches	EA	\$ 26,000.00	\$ 27,378.00
GG30	UV-LED-Packer 6-12" for 48" Patches	EA	\$ 28,000.00	\$ 29,484.00
GG31	UV Packer Control Unit	EA	\$ 6,000.00	\$ 6,318.00
GG32	End Caps for UV Packer - 6-8"	EA	\$ 450.00	\$ 473.85
GG33	End Caps for UV Packer - 10"	EA	\$ 625.00	\$ 658.13
GG34	End Caps for UV Packer - 12"	EA	\$ 800.00	\$ 842.40
GG35	Silicone Bladder UV Packer - 6-8"	EA	\$ 1,000.00	\$ 1,053.00
GG36	Silicone Bladder UV Packer - 10"	EA	\$ 1,100.00	\$ 1,158.30
GG37	Silicone Bladder UV Packer - 12"	EA	\$ 1,300.00	\$ 1,368.90
GG38	UV Packer Cable Drum	EA	\$ 3,700.00	\$ 3,896.10
GG39	Connecting Cable - UV Pkr 75m/245ft	EA	\$ 1,500.00	\$ 1,579.50
GG40	UV Regulator	EA	\$ 400.00	\$ 421.20
GG41	Band Clamp 110-130mm for 6-8"	EA	\$ 5.00	\$ 5.27
GG42	Band Clamp 150-180mm for 10"	EA	\$ 7.00	\$ 7.38
GG43	Band Clamp 190-220mm for 12"	EA	\$ 9.00	\$ 9.48

GG44	UV Packer Puck for Schwalm Rob	EA	\$ 600.00	\$ 631.80
GG45	Wheelset #4 for UV Packer	EA	\$ 350.00	\$ 368.55
HH	UV Lateral Small Diameter Material and Related Materials:			
HH01	MAX RECIRCHOSE 25' 3/4" with ends	EA	\$ 74.38	\$ 78.32
HH02	MAX RECIRCHOSE 50' 3/4" with ends	EA	\$ 125.41	\$ 132.06
HH03	MAX RECIRCHOSE 100' 3/4" with ends	EA	\$ 250.83	\$ 264.12
HH04	MAX RECIRCHOSE 100' 3/4" no ends	EA	\$ 241.18	\$ 253.96
HH05	MAX RECIRCHOSE 100' 1"	EA	\$ 271.63	\$ 286.03
HH06	MAX RECIRCHOSE 300' 1"	EA	\$ 700.48	\$ 737.61
HH07	Max CalTube™ - HF, PVC-CLEAR 2"	LF	\$ 3.19	\$ 3.36
HH08	Max CalTube™ - HF, PVC-CLEAR 3"	LF	\$ 3.36	\$ 3.55
HH09	Max CalTube™ - HF, PVC-CLEAR 4"	LF	\$ 3.43	\$ 3.61
HH10	Max CalTube™ - HF, PVC-CLEAR 5"	LF	\$ 4.55	\$ 4.80
HH11	Max CalTube™ - HF, PVC-CLEAR 6"	LF	\$ 4.74	\$ 4.99
HH12	Max CalTube™ - HF, PVC-CLEAR 8"	LF	\$ 6.24	\$ 6.57
HH13	Max CalTube™ - HF, PVC-GREEN 2"	LF	\$ 3.19	\$ 3.36
HH14	Max CalTube™ - HF, PVC-GREEN 3"	LF	\$ 3.36	\$ 3.55
HH15	Max CalTube™ - HF, PVC-GREEN 4"	LF	\$ 3.43	\$ 3.61
HH16	Max CalTube™ - HF, PVC-GREEN 5"	LF	\$ 4.55	\$ 4.80
HH17	Max CalTube™ - HF, PVC-GREEN 6"	LF	\$ 4.74	\$ 4.99
HH18	Max CalTube™ - HF, PVC-GREEN 8"	LF	\$ 6.24	\$ 6.57
HH19	Max CalTube™ - HF, PVC-YELLOW 2"	LF	\$ 3.19	\$ 3.36
HH20	Max CalTube™ - HF, PVC-YELLOW 3"	LF	\$ 3.36	\$ 3.55
HH21	Max CalTube™ - HF, PVC-YELLOW 4"	LF	\$ 3.43	\$ 3.61
HH22	Max CalTube™ - HF, PVC-YELLOW 5"	LF	\$ 4.55	\$ 4.80
HH23	Max CalTube™ - HF, PVC-YELLOW 6"	LF	\$ 4.74	\$ 4.99
HH24	Max CalTube™ - HF, PVC-YELLOW 8"	LF	\$ 6.24	\$ 6.57
HH25	Max CalTube™ - HF, PVC- STITCHED CLEAR 4"	LF	\$ 4.18	\$ 4.40
HH26	Max CalTube™ - HF, PVC- STITCHED CLEAR 5"	LF	\$ 4.86	\$ 5.13
HH27	Max CalTube™ - HF, PVC- STITCHED CLEAR 6"	LF	\$ 4.99	\$ 5.26
HH28	Max CalTube™ - HF, PVC- STITCHED CLEAR 8"	LF	\$ 6.74	\$ 7.10
HH29	Max CalTube™ - HF, PVC- STITCHED CLEAR 10"	LF	\$ 12.36	\$ 13.02
HH30	Max CalTube™ - HF, PVC- STITCHED CLEAR 12"	LF	\$ 12.49	\$ 13.15
HH31	Max CalTube™ - HF, PVC- STITCHED ORANGE 4"	LF	\$ 4.18	\$ 4.40
HH32	Max CalTube™ - HF, PVC- STITCHED ORANGE 5"	LF	\$ 4.86	\$ 5.13
HH33	Max CalTube™ - HF, PVC- STITCHED ORANGE 6"	LF	\$ 4.99	\$ 5.26
HH34	Max CalTube™ - HF, PVC- STITCHED ORANGE 8"	LF	\$ 6.74	\$ 7.10
HH35	Max CalTube™ - HF, PVC- STITCHED ORANGE 10"	LF	\$ 12.36	\$ 13.02
HH36	Max CalTube™ - HF, PVC- STITCHED ORANGE 12"	LF	\$ 12.49	\$ 13.15
HH37	Max LinerTube PU 3"x 3mm	LF	\$ 4.83	\$ 5.09
HH38	Max LinerTube PU 4"x 3mm	LF	\$ 5.80	\$ 6.11
HH39	Max LinerTube PU 5"x 3mm	LF	\$ 7.33	\$ 7.72
HH40	Max LinerTube PU 6"x 3mm	LF	\$ 7.36	\$ 7.76
HH41	Max LinerTube PU 8"x 3mm	LF	\$ 10.75	\$ 11.32
HH42	Max LinerTube PU 8"x 4.5mm	LF	\$ 11.88	\$ 12.51
HH43	Max LinerTube PU 10" x 4.5mm	LF	\$ 13.56	\$ 14.29
HH44	Max LinerTube PU 12" x 4.5mm	LF	\$ 15.90	\$ 16.75
HH45	Max LinerTube PVC 3"x 3mm	LF	\$ 4.98	\$ 5.24
HH46	Max LinerTube PVC 4"x 3mm	LF	\$ 5.96	\$ 6.28
HH47	Max LinerTube PVC 5"x 3mm	LF	\$ 7.54	\$ 7.94
HH48	Max LinerTube PVC 6"x 3mm	LF	\$ 7.58	\$ 7.98
HH49	Max LinerTube PVC 8"x 3mm	LF	\$ 11.06	\$ 11.65
HH50	Max SCRIM Liner PU 3"x 3mm	LF	\$ 5.09	\$ 5.36
HH51	Max SCRIM Liner PU 4"x 3mm	LF	\$ 6.11	\$ 6.44
HH52	Max SCRIM Liner PU 5"x 3mm	LF	\$ 7.73	\$ 8.14
HH53	Max SCRIM Liner PU 6"x 3mm	LF	\$ 7.76	\$ 8.18
HH54	Max SCRIM Liner PU 8" x 3mm	LF	\$ 11.45	\$ 12.06
HH55	Max SCRIM Liner PU 8"x 4.5mm	LF	\$ 12.11	\$ 12.76
HH56	Max SCRIM Liner PU 10" x 4.5mm	LF	\$ 14.01	\$ 14.76
HH57	Max SCRIM Liner PU 12" x 4.5mm	LF	\$ 16.94	\$ 17.84
HH58	Max SCRIM Liner PVC 3"x 3mm	LF	\$ 5.24	\$ 5.52
HH59	Max SCRIM Liner PVC 4" x 3mm	LF	\$ 6.30	\$ 6.64
HH60	Max SCRIM Liner PVC 5" x 3mm	LF	\$ 7.95	\$ 8.38
HH61	Max SCRIM Liner PVC 6" x 3mm	LF	\$ 7.99	\$ 8.42
HH62	Max SCRIM Liner PVC 8" x 3mm	LF	\$ 11.78	\$ 12.40
HH63	Max FlexLiner 4" x 3mm	LF	\$ 7.69	\$ 8.10
HH64	Max FlexLiner 5" x 3mm	LF	\$ 9.00	\$ 9.48
HH65	Max FlexLiner 6" x 3mm	LF	\$ 10.30	\$ 10.85
HH66	Max Clear 3"x 3mm (formerly GhostLiner)	LF	\$ 12.19	\$ 12.84
HH67	Max Clear 4"x 3mm (formerly GhostLiner)	LF	\$ 11.88	\$ 12.51
HH68	Max Clear 6"x 3mm (formerly GhostLiner)	LF	\$ 14.50	\$ 15.27
HH69	Max Clear 8"x 4.5mm (formerly GhostLiner)	LF	\$ 23.74	\$ 25.00
HH70	Max Clear 12"x 4.5mm (formerly GhostLiner)	LF	\$ 35.31	\$ 37.19

HH71	Max WovoGlass 3" x 3.5mm	LF	\$ 18.69	\$ 19.68
HH72	Max WovoGlass 4" x 3.5mm	LF	\$ 19.06	\$ 20.08
HH73	Max WovoGlass 6" x 3.5mm	LF	\$ 23.25	\$ 24.49
HH74	Max WovoGlass 8" x 3.5mm	LF	\$ 30.63	\$ 32.25
HH75	Max WovoX 2"x 3.5mm	LF	\$ 17.49	\$ 18.42
HH76	Max WovoX 3"x 3.5mm	LF	\$ 17.49	\$ 18.42
HH77	Max WovoX 4"x 3.5mm	LF	\$ 21.24	\$ 22.37
HH78	Max WovoX 6"x 3.5mm	LF	\$ 26.19	\$ 27.58
HH79	Max WovoLiner 2" x 3.5mm	LF	\$ 14.99	\$ 15.79
HH80	Max WovoLiner 3" x 3.5mm	LF	\$ 13.61	\$ 14.34
HH81	Max WovoLiner 4" x 3.5mm	LF	\$ 13.74	\$ 14.47
HH82	Max WovoLiner 5" x 3.5mm	LF	\$ 16.24	\$ 17.10
HH83	Max WovoLiner 6" x 3.5mm	LF	\$ 18.74	\$ 19.74
HH84	Max WovoLiner 8" x 3.5mm	LF	\$ 22.49	\$ 23.68
HH85	Max Flex 4D 3"x 4.5mm	LF	\$ 12.60	\$ 13.27
HH86	Max Flex 4D 4"x 4.5mm	LF	\$ 14.86	\$ 15.66
HH87	Max Flex 4D 6"x 4.5mm	LF	\$ 16.33	\$ 17.20
HH88	Max Flex 4D 8"x 4.5mm	LF	\$ 20.15	\$ 21.22
HH89	Max Flex 4D 10"x 4.5mm	LF	\$ 29.61	\$ 31.19
HH90	Max SuperFlex 2" x 2mm	LF	\$ 5.09	\$ 5.36
HH91	Max SuperFlex 3" x 2mm	LF	\$ 6.80	\$ 7.17
HH92	Max SuperFlex 4" x 2mm	LF	\$ 8.43	\$ 8.88
HH93	Max SuperFlex 5" x 2mm	LF	\$ 9.01	\$ 9.50
HH94	Max SuperFlex 6" x 2mm	LF	\$ 10.98	\$ 11.56
HH95	Max SuperFlex 3" x 4.5mm	LF	\$ 8.43	\$ 8.88
HH96	Max SuperFlex 4" x 4.5mm	LF	\$ 11.16	\$ 11.76
HH97	Max SuperFlex 5" x 4.5mm	LF	\$ 12.60	\$ 13.27
HH98	Max SuperFlex 6" x 4.5mm	LF	\$ 14.10	\$ 14.85
HH99	Max SuperFlex 8" x 4.5mm	LF	\$ 19.23	\$ 20.25
HH100	Max SuperFlex 10" x 4.5mm	LF	\$ 23.73	\$ 24.99
HH101	Max SuperFlex 12" x 4.5mm	LF	\$ 28.16	\$ 29.66
HH102	MAX PRELINER™ HOSE 4"	LF	\$ 1.61	\$ 1.70
HH103	MAX PRELINER™ HOSE 5"	LF	\$ 1.83	\$ 1.93
HH104	MAX PRELINER™ HOSE 6"	LF	\$ 2.04	\$ 2.15
HH105	MAX PRELINER™ HOSE 8"	LF	\$ 3.20	\$ 3.37
HH106	MAX PRELINER™ HOSE 10"	LF	\$ 4.36	\$ 4.60
HH107	MAX PRELINER™ HOSE 12"	LF	\$ 5.53	\$ 5.82
HH108	PULL STRAP 3/4" Pull Strap500'	ROLL	\$ 124.04	\$ 130.62
HH109	PULL STRAP 1/2" Pull Strap500'	ROLL	\$ 124.04	\$ 130.62
HH110	MAXPOX® RESIN Bucket, 40 lbs	LB	\$ 10.45	\$ 11.01
HH111	MAXPOX® RESIN Drum, 485 lbs	LB	\$ 10.04	\$ 10.57
HH112	MAXPOX® RESIN Tote, 2400 lbs	LB	\$ 9.36	\$ 9.86
HH113	MAXPOX® 15 HARDENERBucket, 40 lbs	LB	\$ 17.28	\$ 18.20
HH114	MAXPOX® 15 HARDENERDrum, 440 lbs	LB	\$ 16.19	\$ 17.05
HH115	MAXPOX® 15 HARDENERTote, 2175 lbs	LB	\$ 15.78	\$ 16.62
HH116	MAXPOX® 30 HARDENERBucket, 40 lbs	LB	\$ 15.96	\$ 16.81
HH117	MAXPOX® 30 HARDENERDrum, 440 lbs	LB	\$ 14.88	\$ 15.67
HH118	MAXPOX® 30 HARDENERTote, 2175 lbs	LB	\$ 14.48	\$ 15.25
HH119	MAXPOX® 60 HARDENERBucket, 40 lbs	LB	\$ 15.18	\$ 15.98
HH120	MAXPOX® 60 HARDENERDrum, 440 lbs	LB	\$ 14.50	\$ 15.27
HH121	MAXPOX® 60 HARDENERTote, 2175 lbs	LB	\$ 14.09	\$ 14.84
HH122	MAXPOX® 180 HARDENERBucket, 40 lbs	LB	\$ 16.19	\$ 17.05
HH123	MAXPOX® 180 HARDENERDrum, 440 lbs	LB	\$ 15.10	\$ 15.91
HH124	MAXPOX® 180 HARDENERTote, 2175 lbs	LB	\$ 14.71	\$ 15.50
HH125	MAX VERTIPOX 3:1Bucket, 40 lbs	LB	\$ 10.25	\$ 10.80
HH126	MAX VERTIPOX 3:1Drum, 440 lbs	LB	\$ 9.90	\$ 10.43
HH127	MAX VERTIPOX 3:1Tote, 2175 lbs	LB	\$ 9.23	\$ 9.72
HH128	MAX VERTIPOX 30Bucket, 40 lbs	LB	\$ 15.34	\$ 16.16
HH129	MAX VERTIPOX 30Drum, 440 lbs	LB	\$ 15.10	\$ 15.91
HH130	MAX VERTIPOX 30Tote, 2175 lbs	LB	\$ 14.71	\$ 15.50
HH131	MAX VERTIPOX 60Bucket, 40 lbs	LB	\$ 15.51	\$ 16.34
HH132	MAX VERTIPOX 60Drum, 440 lbs	LB	\$ 15.29	\$ 16.10
HH133	MAX VERTIPOX 60Tote, 2175 lbs	LB	\$ 14.88	\$ 15.67
HH134	MAXLIGHT™ UV RESIN Bucket, 40 lbs	LB	\$ 14.83	\$ 15.62
HH135	MAXLIGHT™ UV RESIN Tote, 2400 lbs	LB	\$ 13.79	\$ 14.52
HH136	MAXLIGHT® PLUS UV RESIN SYSTEMS Bucket, 40 lbs	LB	\$ 18.03	\$ 18.99
HH137	MAXLIGHT® PLUS UV RESIN SYSTEMS Drum, 440 lbs	LB	\$ 16.98	\$ 17.88
HH138	MAXLIGHT® PLUS UV RESIN SYSTEMS Tote, 2175 lbs	LB	\$ 16.98	\$ 17.88
HH139	MAX UVL 400 Bucket, 40 lbs	LB	\$ 16.78	\$ 17.67
HH140	MAX UVL 400 Drum, 440 lbs	LB	\$ 15.75	\$ 16.59
HH141	MAX UVL 400 Tote, 2175 lbs	LB	\$ 15.75	\$ 16.59
HH142	MAX UVL 400H Bucket, 40 lbs	LB	\$ 19.48	\$ 20.51
HH143	MAX UVL 400H Drum, 440 lbs	LB	\$ 19.48	\$ 20.51

HH144	MAXPOX VE Bucket, 40 lbs	LB	\$ 9.85	\$ 10.38
HH145	MAXPOX VE Drum, 440lbs	LB	\$ 9.23	\$ 9.72
HH146	MAXPOX VE Tote, 2400 lbs	LB	\$ 9.23	\$ 9.72
II	Small Diameter Pipe Lining - Equipment			
II01	18' CIPP Trailer	EA	\$ 110,000.00	\$ 115,830.00
II02	21' CIPP Trailer	EA	\$ 120,000.00	\$ 126,360.00
II03	24' CIPP Trailer	EA	\$ 130,000.00	\$ 136,890.00
II04	Small Diameter CIPP Lining Full Truck Build Out	EA	\$ 650,000.00	\$ 684,450.00
II05	Heat Cured with 500 Drum System	EA	\$ 40,000.00	\$ 42,120.00
II06	Heat Cured with 700 Drum System	EA	\$ 50,000.00	\$ 52,650.00
II07	Heat Cured with 900 Drum System	EA	\$ 60,000.00	\$ 63,180.00
II08	Heat Cured with LinerGun System	EA	\$ 50,000.00	\$ 52,650.00
II09	500 Inversion Drum	EA	\$ 12,500.00	\$ 13,162.50
II10	700 Inversion Drum	EA	\$ 18,000.00	\$ 18,954.00
II11	900 Inversion Drum	EA	\$ 25,000.00	\$ 26,325.00
II12	Inversion Head - 2" - 8"	EA	\$ 1,500.00	\$ 1,579.50
II13	LinerGun	EA	\$ 18,000.00	\$ 18,954.00
II14	Adapter Rings - 2" - 12"	EA	\$ 2,500.00	\$ 2,632.50
II15	HotKick Unit	EA	\$ 15,000.00	\$ 15,795.00
II16	Calibration Roller	EA	\$ 10,000.00	\$ 10,530.00
II17	LED Cured - Full Lining System	EA	\$ 200,000.00	\$ 210,600.00
II18	LED Cured - Unit	EA	\$ 95,000.00	\$ 100,035.00
II19	Compressed Air Refrigeration Dryer	EA	\$ 5,000.00	\$ 5,265.00
II20	Y Pipe 6"	EA	\$ 3,500.00	\$ 3,685.50
II21	Y Pipe Extension	EA	\$ 1,000.00	\$ 1,053.00
II22	LED LightHead - 600watt	EA	\$ 25,000.00	\$ 26,325.00
II23	LED LightHead - Dual 600watt	EA	\$ 30,000.00	\$ 31,590.00
II24	LED LightHead - 1200watt	EA	\$ 35,000.00	\$ 36,855.00
II25	3" - 8" Robotic Cutter	EA	\$ 125,000.00	\$ 131,625.00
II26	3" - 6" Robotic Cutter	EA	\$ 100,000.00	\$ 105,300.00
II27	2" - 4" Robotic Cutter	EA	\$ 75,000.00	\$ 78,975.00
II28	GP75 Compressor	EA	\$ 15,000.00	\$ 15,795.00
II29	GP35 Compressor	EA	\$ 15,000.00	\$ 15,795.00
II30	Robotic Cutter Ancillary Tools	EA	\$ 7,500.00	\$ 7,897.50
II31	Robotic Cutter Cutting Heads	EA	\$ 2,500.00	\$ 2,632.50
II32	LED Inversion Equipment Ancillary Tools	EA	\$ 20,000.00	\$ 21,060.00
II33	Heat Cured Inversion Equipment Ancillary Tools	EA	\$ 20,000.00	\$ 21,060.00
II34	Ambient Cured Inversion Equipment Ancillary Tools	EA	\$ 20,000.00	\$ 21,060.00
II35	Pull-In-Place Equipment Set Up	EA	\$ 60,000.00	\$ 63,180.00
II36	Transport Box	EA	\$ 750.00	\$ 789.75
II37	Water Equipment with Robotic Cutters	EA	\$ 3,500.00	\$ 3,685.50
II38	Shipping Transport	EA	\$ 7,500.00	\$ 7,897.50
JJ	UV Point Repair Sectional Patch CIPP Liners & Related Materials:			
JJ01	UPR10X24S - 10"x24" Point Repair Summer	EA	\$ 600.00	\$ 631.80
JJ02	UPR10X24T - 10"x24" Point Repair Turbo	EA	\$ 600.00	\$ 631.80
JJ03	UPR10X24W - 10"x24" Point Repair Winter	EA	\$ 600.00	\$ 631.80
JJ04	UPR10X48S - 10"x48" Point Repair Summer	EA	\$ 825.00	\$ 868.73
JJ05	UPR10X48T - 10"x48" Point Repair Turbo	EA	\$ 825.00	\$ 868.73
JJ06	UPR10X48W - 10"x48" Point Repair Winter	EA	\$ 825.00	\$ 868.73
JJ07	UPR12X24S - 12"x24" Point Repair Summer	EA	\$ 750.00	\$ 789.75
JJ08	UPR12X24T - 12"x24" Point Repair Turbo	EA	\$ 750.00	\$ 789.75
JJ09	UPR12X24W - 12"x24" Point Repair Winter	EA	\$ 750.00	\$ 789.75
JJ10	UPR12X48S - 12"x48" Point Repair Summer	EA	\$ 900.00	\$ 947.70
JJ11	UPR12X48T - 12"x48" Point Repair Turbo	EA	\$ 900.00	\$ 947.70
JJ12	UPR12X48W - 12"x48" Point Repair Winter	EA	\$ 900.00	\$ 947.70
JJ13	UPR15X24S - 15"x24" Point Repair Summer	EA	\$ 975.00	\$ 1,026.68
JJ14	UPR15X24W - 15"x24" Point Repair Winter	EA	\$ 975.00	\$ 1,026.68
JJ15	UPR15X48S - 15"x48" Point Repair Summer	EA	\$ 1,125.00	\$ 1,184.63
JJ16	UPR15X48W - 15"x48" Point Repair Winter	EA	\$ 1,125.00	\$ 1,184.63
JJ17	UPR18X24S - 18"x24" Point Repair Summer	EA	\$ 1,062.50	\$ 1,118.82
JJ18	UPR18X24W - 18"x24" Point Repair Winter	EA	\$ 1,062.50	\$ 1,118.82
JJ19	UPR18X48S - 18"x48" Point Repair Summer	EA	\$ 1,187.50	\$ 1,250.44
JJ20	UPR18X48W - 18"x48" Point Repair Winter	EA	\$ 1,187.50	\$ 1,250.44
JJ21	UPR24X24S - 24"x24" Point Repair Summer	EA	\$ 1,250.00	\$ 1,316.25
JJ22	UPR24X24W - 24"x24" Point Repair Winter	EA	\$ 1,250.00	\$ 1,316.25
JJ23	UPR24X48S - 24"x48" Point Repair Summer	EA	\$ 1,500.00	\$ 1,579.50
JJ24	UPR24X48W - 24"x48" Point Repair Winter	EA	\$ 1,500.00	\$ 1,579.50
JJ25	UPR30X48S - 30"x48" Point Repair Summer	EA	\$ 1,687.50	\$ 1,776.94
JJ26	UPR30X48W - 30"x48" Point Repair Winter	EA	\$ 1,687.50	\$ 1,776.94
JJ27	UPR3X24S - 3"x24" Point Repair Summer	EA	\$ 337.50	\$ 355.39
JJ28	UPR3X24T - 3"x24" Point Repair Turbo	EA	\$ 337.50	\$ 355.39
JJ29	UPR3X24W - 3"x24" Point Repair Winter	EA	\$ 337.50	\$ 355.39
JJ30	UPR3X48S - 3"x48" Point Repair Summer	EA	\$ 437.50	\$ 460.69

JJ31	UPR3X48T - 3"x48" Point Repair Turbo	EA	\$ 437.50	\$ 460.69
JJ32	UPR3X48W - 3"x48" Point Repair Winter	EA	\$ 437.50	\$ 460.69
JJ33	UPR42X48S - 42"x48" Point Repair Summer	EA	\$ 2,031.25	\$ 2,138.91
JJ34	UPR42X48W - 42"x48" Point Repair Winter	EA	\$ 2,031.25	\$ 2,138.91
JJ35	UPR48X48S - 48"x48" Point Repair Summer	EA	\$ 2,281.25	\$ 2,402.16
JJ36	UPR48X48W - 48"x48" Point Repair Winter	EA	\$ 2,281.25	\$ 2,402.16
JJ37	UPR4X24S - 4"x24" Point Repair Summer	EA	\$ 375.00	\$ 394.88
JJ38	UPR4X24T - 4"x24" Point Repair Turbo	EA	\$ 375.00	\$ 394.88
JJ39	UPR4X24W - 4"x24" Point Repair Winter	EA	\$ 375.00	\$ 394.88
JJ40	UPR4X48S - 4"x48" Point Repair Summer	EA	\$ 487.50	\$ 513.34
JJ41	UPR4X48T - 4"x48" Point Repair Turbo	EA	\$ 487.50	\$ 513.34
JJ42	UPR4X48W - 4"x48" Point Repair Winter	EA	\$ 487.50	\$ 513.34
JJ43	UPR60X48S - 60"x48" Point Repair Summer	EA	\$ 3,125.00	\$ 3,290.63
JJ44	UPR6X144W - 6"x144" Point Repair Winter	EA	\$ 1,425.00	\$ 1,500.53
JJ45	UPR6X24S - 6"x24" Point Repair Summer	EA	\$ 450.00	\$ 473.85
JJ46	UPR6X24T - 6"x24" Point Repair Turbo	EA	\$ 450.00	\$ 473.85
JJ47	UPR6X24W - 6"x24" Point Repair Winter	EA	\$ 450.00	\$ 473.85
JJ48	UPR6X48S - 6"x48" Point Repair Summer	EA	\$ 675.00	\$ 710.78
JJ49	UPR6X48T - 6"x48" Point Repair Turbo	EA	\$ 675.00	\$ 710.78
JJ50	UPR6X48W - 6"x48" Point Repair Winter	EA	\$ 675.00	\$ 710.78
JJ51	UPR72X48S - 72"x48" Point Repair Summer	EA	\$ 3,812.50	\$ 4,014.57
JJ52	UPR8X24S - 8"x24" Point Repair Summer	EA	\$ 525.00	\$ 552.83
JJ53	UPR8X24T - 8"x24" Point Repair Turbo	EA	\$ 525.00	\$ 552.83
JJ54	UPR8X24W - 8"x24" Point Repair Winter	EA	\$ 525.00	\$ 552.83
JJ55	UPR8X48S - 8"x48" Point Repair Summer	EA	\$ 750.00	\$ 789.75
JJ56	UPR8X48T - 8"x48" Point Repair Turbo	EA	\$ 750.00	\$ 789.75
JJ57	UPR8X48W - 8"x48" Point Repair Winter	EA	\$ 750.00	\$ 789.75
JJ58	UPR3X24W-EL - 3"x24" Elbow Point Repair- W	EA	\$ 487.50	\$ 513.34
JJ59	UPR3X48S-EL - 3"x48" Elbow Point Repair- S	EA	\$ 612.50	\$ 644.97
JJ60	UPR3X48W-EL - 3"x48" Elbow Point Repair- W	EA	\$ 612.50	\$ 644.97
JJ61	UPR4X24T-EL - 4"x24" Elbow Point Repair- T	EA	\$ 525.00	\$ 552.83
JJ62	UPR4X24W-EL - 4"x24" Elbow Point Repair- W	EA	\$ 525.00	\$ 552.83
JJ63	UPR4X48S-EL - 4"x48" Elbow Point Repair- S	EA	\$ 662.50	\$ 697.62
JJ64	UPR4X48W-EL - 4"x48" Elbow Point Repair- W	EA	\$ 662.50	\$ 697.62
JJ65	UPR6X24W-EL - 6"x24" Elbow Point Repair- W	EA	\$ 600.00	\$ 631.80
JJ66	UPR6X48W-EL - 6"x48" Elbow Point Repair- W	EA	\$ 825.00	\$ 868.73
JJ67	UPR-AIRREG - Pressure Cont./Air Regulator	EA	\$ 300.00	\$ 315.90
JJ68	UPR-AIRREGLG - Pressure Cont./Air Reg Large	EA	\$ 600.00	\$ 631.80
JJ69	UPR-BRIDGE14 - 14" Bridle Two Leg	EA	\$ 61.25	\$ 64.50
JJ70	UPR-BRIDGE30 - 30" Bridle Two Leg	EA	\$ 73.75	\$ 77.66
JJ71	UPR-CR1215X24BP - 12-15x24 Point Repair Carrier w/bp	EA	\$ 3,437.50	\$ 3,619.69
JJ72	UPR-CR1215X48BP - 12-15x48 Point Repair Carrier w/bp	EA	\$ 3,875.00	\$ 4,080.38
JJ73	UPR-CR1215X84BP - 12-15x84 Point Repair Carrier w/bp	EA	\$ 4,125.00	\$ 4,343.63
JJ74	UPR-CR1218X24BP - 12-18x24 Point Repair Carrier w/bp	EA	\$ 3,718.75	\$ 3,915.85
JJ75	UPR-CR1218X48BP - 12-18x48 Point Repair Carrier w/bp	EA	\$ 4,350.00	\$ 4,580.55
JJ76	UPR-CR1824X24BP - 18-24x24 Point Repair Carrier w/bp	EA	\$ 4,500.00	\$ 4,738.50
JJ77	UPR-CR1824X48BP - 18-24x48 Point Repair Carrier w/bp	EA	\$ 5,312.50	\$ 5,594.07
JJ78	UPR-CR3-4X24 - 3-4x24 Point Repair Carrier	EA	\$ 962.50	\$ 1,013.52
JJ79	UPR-CR3-4X48 - 3-4x48 Point Repair Carrier	EA	\$ 1,237.50	\$ 1,303.09
JJ80	UPR-CR3-6X48 - 3-6x48 Point Repair Carrier	EA	\$ 2,187.50	\$ 2,303.44
JJ81	UPR-CR4-6X24 - 4-6x24 Point Repair Carrier	EA	\$ 1,087.50	\$ 1,145.14
JJ82	UPR-CR4-6X48 - 4-6x48 Point Repair Carrier	EA	\$ 1,262.50	\$ 1,329.42
JJ83	UPR-CR6-10X24BP - 6-10x24 Point Repair Carrier w/bp	EA	\$ 2,112.50	\$ 2,224.47
JJ84	UPR-CR6-10X48BP - 6-10x48 Point Repair Carrier w/bp	EA	\$ 2,468.75	\$ 2,599.60
JJ85	UPR-CR6-10X84BP - 6-10x84 Point Repair Carrier w/bp	EA	\$ 2,843.75	\$ 2,994.47
JJ86	UPR-CR8-12X24 - 8-12x24 Point Repair Carrier w/o bp	EA	\$ 2,475.00	\$ 2,606.18
JJ87	UPR-CR8-12X24BP - 8-12x24 Point Repair Carrier w/bp	EA	\$ 3,125.00	\$ 3,290.63
JJ88	UPR-CR8-12X48 - 8-12x48 Point Repair Carrier w/o bp	EA	\$ 3,593.75	\$ 3,784.22
JJ89	UPR-CR8-12X48BP - 8-12x48 Point Repair Carrier w/bp	EA	\$ 3,750.00	\$ 3,948.75
JJ90	UPR-CR8-12X84BP - 8-12x84 Point Repair Carrier w/bp	EA	\$ 4,093.75	\$ 4,310.72
JJ91	UPR-FLEXAD - Flexible Coupling	EA	\$ 48.75	\$ 51.34
JJ92	UPR-FXCR4X24 - 4" FLEX Point Repair Carrier	EA	\$ 1,018.75	\$ 1,072.75
JJ93	UPR-FXCR6X24 - 6" FLEX Point Repair Carrier	EA	\$ 1,368.75	\$ 1,441.30
JJ94	UPR-FXCR8X24 - 8" FLEX Point Repair Carrier	EA	\$ 1,606.25	\$ 1,691.39
JJ95	UPR-PSCR1524X48 - 15-24x48 Point Repair Pillow	EA	\$ 3,875.00	\$ 4,080.38
JJ96	UPR-PSCR3036X48 - 30-36x48 Point Repair Pillow	EA	\$ 4,312.50	\$ 4,541.07
JJ97	UPR-PSCR4248X48 - 42-48x48 Point Repair Pillow	EA	\$ 5,375.00	\$ 5,659.88
JJ98	UPR-PSCR6072X48 - 60-72x48 Point Repair Pillow	EA	\$ 10,750.00	\$ 11,319.75
JJ99	UPR-PUSHROD - Push Air Rod	EA	\$ 98.75	\$ 103.99
JJ100	UPR-RETCABLE - 250' Retrieval Cable	EA	\$ 147.50	\$ 155.32
JJ101	UPR-RETCABLE500 - 500' Retrieval Cable	EA	\$ 295.00	\$ 310.64
JJ102	UPRTEE10X4-S - 10"x4" Tee Point Repair Summer	EA	\$ 637.50	\$ 671.29
JJ103	UPRTEE10X4-W - 10"x4" Tee Point Repair Winter	EA	\$ 637.50	\$ 671.29

JJ104	UPRTEE10X6-S - 10"x6" Tee Point Repair Summer	EA	\$ 637.50	\$ 671.29
JJ105	UPRTEE10X6-W - 10"x6" Tee Point Repair Winter	EA	\$ 637.50	\$ 671.29
JJ106	UPRTEE12X4-S - 12"x4" Tee Point Repair Summer	EA	\$ 656.25	\$ 691.04
JJ107	UPRTEE12X4-W - 12"x4" Tee Point Repair Winter	EA	\$ 656.25	\$ 691.04
JJ108	UPRTEE12X6-S - 12"x6" Tee Point Repair Summer	EA	\$ 656.25	\$ 691.04
JJ109	UPRTEE12X6-W - 12"x6" Tee Point Repair Winter	EA	\$ 656.25	\$ 691.04
JJ110	UPRTEE15X4-S - 15"x4" Tee Point Repair Summer	EA	\$ 1,062.50	\$ 1,118.82
JJ111	UPRTEE15X4-W - 15"x4" Tee Point Repair Winter	EA	\$ 1,062.50	\$ 1,118.82
JJ112	UPRTEE15X6-S - 15"x6" Tee Point Repair Summer	EA	\$ 1,062.50	\$ 1,118.82
JJ113	UPRTEE15X6-W - 15"x6" Tee Point Repair Winter	EA	\$ 1,062.50	\$ 1,118.82
JJ114	UPRTEE8X4-S - 8"x4" Tee Point Repair Summer	EA	\$ 606.25	\$ 638.39
JJ115	UPRTEE8X6-S - 8"x6" Tee Point Repair Summer	EA	\$ 606.25	\$ 638.39
JJ116	UPRTEE8X6-W - 8"x6" Tee Point Repair Winter	EA	\$ 606.25	\$ 638.39
JJ117	UPRWYE10X4-S - 10"x4" Wye Point Repair Summer	EA	\$ 637.50	\$ 671.29
JJ118	UPRWYE10X4-W - 10"x4" Wye Point Repair Winter	EA	\$ 637.50	\$ 671.29
JJ119	UPRWYE10X6-S - 10"x6" Wye Point Repair Summer	EA	\$ 637.50	\$ 671.29
JJ120	UPRWYE10X6-W - 10"x6" Wye Point Repair Winter	EA	\$ 637.50	\$ 671.29
JJ121	UPRWYE12X4-S - 12"x4" Wye Point Repair Summer	EA	\$ 656.25	\$ 691.04
JJ122	UPRWYE12X4-W - 12"x4" Wye Point Repair Winter	EA	\$ 656.25	\$ 691.04
JJ123	UPRWYE12X6-S - 12"x6" Wye Point Repair Summer	EA	\$ 656.25	\$ 691.04
JJ124	UPRWYE12X6-W - 12"x6" Wye Point Repair Winter	EA	\$ 656.25	\$ 691.04
JJ125	UPRWYE15X4-S - 15"x4" Wye Point Repair Summer	EA	\$ 1,062.50	\$ 1,118.82
JJ126	UPRWYE15X4-W - 15"x4" Wye Point Repair Winter	EA	\$ 1,062.50	\$ 1,118.82
JJ127	UPRWYE15X6-S - 15"x6" Wye Point Repair Summer	EA	\$ 1,062.50	\$ 1,118.82
JJ128	UPRWYE15X6-W - 15"x6" Wye Point Repair Winter	EA	\$ 1,062.50	\$ 1,118.82
JJ129	UPRWYE8X4-S - 8"x4" Wye Point Repair Summer	EA	\$ 606.25	\$ 638.39
JJ130	UPRWYE8X4-W - 8"x4" Wye Point Repair Winter	EA	\$ 606.25	\$ 638.39
JJ131	UPRWYE8X6-S - 8"x6" Wye Point Repair Summer	EA	\$ 606.25	\$ 638.39
JJ132	UPRWYE8X6-W - 8"x6" Wye Point Repair Winter	EA	\$ 606.25	\$ 638.39
JJ133	UPR10X24-UV - 10"x24" Point Repair for UV	EA	\$ 600.00	\$ 631.80
JJ134	UPR10X48-UV - 10"x48" Point Repair for UV	EA	\$ 825.00	\$ 868.73
JJ135	UPR12X24-UV - 12"x24" Point Repair for UV	EA	\$ 750.00	\$ 789.75
JJ136	UPR12X48-UV - 12"x48" Point Repair for UV	EA	\$ 900.00	\$ 947.70
JJ137	UPR6X24-UV - 6"x24" Point Repair for UV	EA	\$ 450.00	\$ 473.85
JJ138	UPR6X48-UV - 6"x48" Point Repair for UV	EA	\$ 675.00	\$ 710.78
JJ139	UPR8X24-UV - 8" x 24" Point Repair for UV	EA	\$ 525.00	\$ 552.83
JJ140	UPR8X48-UV - 8"x48" Point Repair for UV	EA	\$ 750.00	\$ 789.75
JJ141	UPR16KGWG - Part A Waterglass 16kg	EA	\$ 520.69	\$ 548.29
JJ142	UPR26KGSMMR - Part B Summer 26kg	EA	\$ 869.06	\$ 915.13
JJ143	UPR26KGTRBO - Part B Turbo 26kg	EA	\$ 869.06	\$ 915.13
JJ144	UPR26KGWNTN - Part B Winter 26kg	EA	\$ 869.06	\$ 915.13
JJ145	UPRFG50X147HW - 50"x147" Roll of 9008 Glass	EA	\$ 4,145.66	\$ 4,365.38
JJ146	UPRFG50X200 - 50"x200" Roll of 1815 Glass	EA	\$ 1,956.25	\$ 2,059.94
KK	Small Diameter Pipe Cleaning, Prep, Coating - Equipment			
KK01	SUPER MIDI MILLER 110v (PICOTE)	EA	\$ 11,025.00	\$ 11,609.33
KK02	MAXI MILLER 240v 33% more power than 110v (PICOTE)	EA	\$ 13,282.50	\$ 13,986.48
KK03	Picote Generator 400v (includes a 3.3kVA portable tool transformer w/ 110v 15A & 30A socket.(PICOTE)	EA	\$ 19,530.00	\$ 20,565.09
KK04	Picote Starter Kit	EA	\$ 1,134.00	\$ 1,194.11
KK05	Picote Pro Cutting	EA	\$ 3,780.00	\$ 3,980.34
KK06	Picote Pro Cleaning Kit	EA	\$ 3,738.00	\$ 3,936.12
KK07	Midi Roller US - Compact impregnation unit with battery and foot pedal (2-9" Liners)	EA	\$ 5,985.00	\$ 6,302.21
KK08	Midi Roller Wet-Out Station Foldable wet out table to be used with Midi Roller.	EA	\$ 5,722.50	\$ 6,025.80
KK09	Midi Roller & Wet-Out Station Package US	EA	\$ 11,025.00	\$ 11,609.33
KK10	Picote Original Cannon	EA	\$ 2,898.00	\$ 3,051.60
KK11	Twister Express 2" - 1/3" Shaft	EA	\$ 887.25	\$ 934.28
KK12	Twister Mini Flexi	EA	\$ 929.25	\$ 978.51
KK13	Twister Express	EA	\$ 1,270.50	\$ 1,337.84
KK14	Tiger Twister Lateral Cutter	EA	\$ 1,585.50	\$ 1,669.54
KK15	Twister for Unlined Pipe	EA	\$ 1,627.50	\$ 1,713.76
KK16	Twister for Lined Pipe	EA	\$ 1,795.50	\$ 1,890.67
KK17	Twister Concrete Remover	EA	\$ 1,648.50	\$ 1,735.88
KK18	Picote Grabber	EA	\$ 4,462.50	\$ 4,699.02
KK19	Grabber Jaw Set	EA	\$ 467.25	\$ 492.02
KK20	Large Grabber Jaw Set 1	EA	\$ 3,517.50	\$ 3,703.93
KK21	Large Grabber Extension 32.8ft.	EA	\$ 525.00	\$ 552.83
KK22	Spare Grabber Head with Jaws	EA	\$ 1,312.50	\$ 1,382.07
KK23	Spare Grabber Steering Unit	EA	\$ 2,047.50	\$ 2,156.02
KK24	Smart Crusher	EA	\$ 4,567.50	\$ 4,809.58
KK25	Smart Crusher Front Drill Head	EA	\$ 1,995.00	\$ 2,100.74
KK26	Smart Sweeper	EA	\$ 4,488.75	\$ 4,726.66
KK27	Twister+ 6" - 12" - 3/4" Shaft	EA	\$ 3,675.00	\$ 3,869.78
KK28	Smart Spider	EA	\$ 2,756.25	\$ 2,902.34
KK29	Twister Concrete Remover	EA	\$ 3,675.00	\$ 3,869.78

KK30	Maxi Coating Pump U.S. 110v	EA	\$ 14,673.75	\$ 15,451.46
KK31	Xpress Coating Pump 1 1/4"-12" pipes	EA	\$ 50,321.25	\$ 52,988.28
KK32	2" - 10" Miller Machine	EA	\$ 25,000.00	\$ 26,325.00
KK33	2" - 10" Cleaning Kit	EA	\$ 15,000.00	\$ 15,795.00
KK34	2" - 10" Cutting Kit	EA	\$ 15,000.00	\$ 15,795.00
KK35	2" - 10" - Ancillary Cleaning, Cutting, Coating Tools	EA	\$ 7,500.00	\$ 7,897.50



STANDARD FORM FOR NEW PIGGYBACK CONTRACT

The City of Cocoa, a Florida Municipal Corporation ("City") enters this "Piggyback" Contract with Vortex Services, LLC, 18150 Imperial Valley Drive, Houston, TX 77060 (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 Houston-Galveston Area Council (H-GAC) - TX said contract being identified as: Trenchless Pipeline Rehabilitation Services, Contract No. TP07-25. (referred to as the "Original Government Contract").

Work assigned under this contract may include, but is not limited to, the following types of projects: Trenchless Pipeline Rehabilitation Services, see Exhibit "A" – original contract.

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

2.1. Entity Referenced:

Notwithstanding anything in **Exhibit A** to the contrary, the following terms shall be substituted throughout the Original Government Contract: Houston-Galveston Area Council (H-GAC) = City of Cocoa; Houston-Galveston Area Council (H-GAC) Code = Code of the City of Cocoa. Further, references to specifically identified Houston-Galveston Area Council (H-GAC) 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 Vortex Services LLC. The term of said agreement shall be for the period effective date of signature through 06/30/2029. Upon the mutual written consent of both parties, the Agreement may be renewed for one (1) additional term of one (1) year, irrespective of the Original Government Agency's decision to renew the Original Government Contract. The Agreement shall continue until all outstanding Purchase Orders issued prior to the expiration of this Agreement have been either completed or terminated.

The City of Cocoa intends to utilize said agreement for Fiscal Years 2025 through 2029 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 chemicals 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@cocoaf1.org.

2.7. Venue:

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

2.8. Dispute Resolution:

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

2.9. Notice:

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

For Vendor	For City
Vortex Services, LLC Attn: Wes Kingery 18150 Imperial Valley Drive Houston, TX 77060 Phone: 630-501-8675 Email: scampbell@vortexcompanies.com	City of Cocoa Attn: Stockton Whitten, City Manager 65 Stone Street Cocoa, FL 32922

2.10. Sovereign Immunity:

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

2.11. Indemnity:

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

2.12. Entities of Foreign Countries of Concern:

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

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

Entered this _____ day of _____

VORTEX SERVICES, LLC

 9/3/25
Signature Date

Shawn Ruddy SR RVP Florida
Name and Title

CITY OF COCOA

N/A

Signature Date

Stockton Whitten, City Manager
Name and Title

Signature Date

Michael Blake, Mayor
Name and Title

City Council Approval Required

☒ Yes (Approved by Mayor)

☐ No (Approved by City Manager)

Attest:

Monica Arsenault, CMC, City Clerk

H-GAC

Houston-Galveston Area Council
P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Contract - Vortex Services, LLC - Public Services - ID: 14548 - TP07-25

MASTER GENERAL PROVISIONS

This Master Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Vortex Services, LLC, hereinafter referred to as the Contractor, having its principal place of business at 18150 Imperial Valley Drive, Houston, TX 77060.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Master Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Master Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Master Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Master Agreement and bind the Contractor to the terms of this Master Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Master Agreement in accordance with all federal laws, executive orders, policies, procedures, applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Master Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: PUBLIC INFORMATION

Except as stated below, all materials submitted to H-GAC, including any attachments, appendices, or other information submitted as a part of a submission or Master Agreement, are considered public information, and become the property of H-GAC upon submission and may be reprinted, published, or distributed in any manner by H-GAC according to open records laws, requirements of the US Department of Labor and the State of Texas, and H-GAC policies and procedures. In the event the Contractor wishes to claim portions of the response are not subject to the Texas Public Information Act, it shall so; however, the determination of the Texas Attorney General as to whether such information must be disclosed upon a public request shall be binding on the Contractor. H-GAC will request such a determination only if Contractor bears all costs for preparation of the submission. H-GAC is not responsible for the return of creative examples of work submitted. H-GAC will not be held accountable if material from submissions is obtained without the written consent of the contractor by parties other than H-GAC, at any time during the evaluation process.

ARTICLE 4: INDEPENDENT CONTRACTOR

The execution of this Master Agreement and the rendering of services prescribed by this Master Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Master Agreement or act of H-GAC in performance of the Master Agreement shall be construed as making the Contractor the agent, servant, or employee of H-GAC, the State of Texas, or the United States Government. Employees of the Contractor are

subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 5: ANTI-COMPETITIVE BEHAVIOR

Contractor will not collude, in any manner, or engage in any practice which may restrict or eliminate competition or otherwise restrain trade.

ARTICLE 6: SUSPENSION AND DEBARMENT

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to the Federal Rule above, Respondent certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas and at all times during the term of the Contract neither it nor its principals will be debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas Respondent shall immediately provide the written notice to H-GAC if at any time the Respondent learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. H-GAC may rely upon a certification of the Respondent that the Respondent is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless the H-GAC knows the certification is erroneous.

ARTICLE 7: GOAL FOR CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN’S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (if subcontracts are to be let)

H-GAC’s goal is to assure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible in providing services under a contract. In accordance with federal procurements requirements of 2 CFR §200.321, if subcontracts are to be let, the prime contractor must take the affirmative steps listed below:

1. Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;
2. Assuring that small and minority businesses and women’s business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller task or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women’s business enterprises;
5. Using the services and assistance as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- 6.

Nothing in this provision will be construed to require the utilization of any firm that is either unqualified or unavailable. The Small Business Administration (SBA) is the primary reference and database for information on requirements related to Federal Subcontracting <https://www.sba.gov/federal-contracting/contracting-guide/prime-subcontracting>

NOTE: The term DBE as used in this solicitation is understood to encompass all programs/business enterprises such as: Small Disadvantaged Business (SDB), Historically Underutilized Business (HUB), Minority Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE) and Disabled Veteran Business Enterprise (DVBE) or other designation as issued by a certifying agency.

Contractor agrees to work with and assist HGACBuy customer in meeting any DBE targets and goals, as may be required by any rules, processes, or programs they might have in place. Assistance may include compliance with reporting requirements, provision of documentation, consideration of Certified/Listed subcontractors, provision of documented evidence that an active participatory role for a DBE entity was

considered in a procurement transaction, etc.

ARTICLE 8: SCOPE OF SERVICES

The services to be performed by the Contractor are outlined in an Attachment to this Master Agreement.

ARTICLE 9: PERFORMANCE PERIOD

This Master Agreement shall be performed during the period which begins Jul 01 2025 and ends Jun 30 2029. All services under this Master Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 21, which shall be fully executed by both parties to this Master Agreement.

ARTICLE 10: PAYMENT OR FUNDING

Payment provisions under this Master Agreement are outlined in the Special Provisions. H-GAC will not pay for any expenses incurred prior to the execution date of a contract, or any expenses incurred after the termination date of the contract.

ARTICLE 11: PAYMENT FOR WORK

The H-GAC Customer is responsible for making payment to the Contractor upon delivery and acceptance of the goods or completion of the services and submission of the subsequent invoice.

ARTICLE 12: PAYMENT TERMS/PRE-PAYMENT/QUANTITY DISCOUNTS

If discounts for accelerated payment, pre-payment, progress payment, or quantity discounts are offered, they must be clearly indicated in the Contractor's submission prior to contract award. The applicability or acceptance of these terms is at the discretion of the Customer.

ARTICLE 13: REPORTING REQUIREMENTS

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Master Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this Master Agreement with notice as identified in Article 29 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this Master Agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Master Agreement. Any additional reporting requirements shall be set forth in the Special Provisions of this Master Agreement.

ARTICLE 14: INSURANCE

Contractor shall maintain insurance coverage for work performed or services rendered under this Master Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 15: SUBCONTRACTS AND ASSIGNMENTS

Except as may be set forth in the Special Provisions, the Contractor agrees not to assign, transfer, convey, sublet, or otherwise dispose of this Master Agreement or any right, title, obligation, or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Master Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 16: AUDIT

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Master Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and

agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

ARTICLE 17: TAX EXEMPT STATUS

H-GAC and Customer members are either units of government or qualified non-profit agencies, and are generally exempt from Federal and State sales, excise or use taxes. Respondent must not include taxes in its Response. It is the responsibility of Contractor to determine the applicability of any taxes to an order and act accordingly. Exemption certificates will be provided upon request.

ARTICLE 18: EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Master Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those records on or off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Master Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

Contractor agrees that H-GAC will have the right, with reasonable notice, to inspect its records pertaining to purchase orders processed and the accuracy of the fees payable to H-GAC. The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party Master Agreements.

ARTICLE 19: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Master Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 20: DISTRIBUTORS, VENDORS, RESELLERS

Contractor agrees and acknowledges that any such designations of distributors, vendors, resellers or the like are for the convenience of the Contractor only and the awarded Contractor will remain responsible and liable for all obligations under the Contract and the performance of any designated distributor, vendor, reseller, etc. Contractor is also responsible for receiving and processing any Customer purchase order in accordance with the Contract and forwarding of the Purchase Order to the designated distributor, vendor, reseller, etc. to complete the sale or service. H-GAC reserves the right to reject any entity acting on the Contractor's behalf or refuse to add entities after a contract is awarded.

ARTICLE 21: CHANGE ORDERS AND AMENDMENTS

- A. Any alterations, additions, or deletions to the terms of this Master Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.
- B. To ensure the legal and effective performance of this Master Agreement, both parties agree that any amendment that affects the performance under this Master Agreement must be mutually agreed upon and

that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Master Agreement and shall be binding upon the parties as if written herein.

- C. Customers have the right to issue a change order to any purchase orders issued to the Contractor for the purposes of clarification or inclusion of additional specifications, qualifications, conditions, etc. The change order must be in writing and agreed upon by Contractor and the Customer agency prior to issuance of any Change Order. A copy of the Change Order must be provided by the Contractor to, and acknowledged by, H-GAC.

ARTICLE 22: CONTRACT ITEM CHANGES

- A. If a manufacturer discontinues a contracted item, that item will automatically be considered deleted from the contract with no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.
- B. If a manufacturer makes any kind of change in a contracted item which affects the contract price, Contractor must advise H-GAC of the details. H-GAC may allow or reject the change at its sole discretion. If the change is rejected, H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.
- C. If a manufacturer makes any change in a contracted item which does not affect the contract price, Contractor shall advise H-GAC of the details. If the 'new' item is equal to or better than the originally contracted item, the 'new' item shall be approved as a replacement. If the change is rejected H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item or may take any other action deemed by H-GAC at its sole discretion, to be in the best interests of its Customers.
- D. In the case of specifically identified catalogs or price sheets which have been contracted as base bid items or as published options, routine published changes to products and pricing will be automatically incorporated into the contract. However, Contractor must still provide written notice and an explanation of the changes to products and pricing. H-GAC will respond with written approval.

ARTICLE 23: CONTRACT PRICE ADJUSTMENTS

Price Decreases

If Contractor's Direct Cost decreases at any time during the full term of this award, Contractor must immediately pass the decrease on to H-GAC and lower its prices by the amount of the decrease in Direct Cost. (Direct Cost means Contractor's cost from the manufacturer of any item or if Contractor is the manufacturer, the cost of raw materials required to manufacture the item, plus costs of transportation from manufacturer to Contractor and Contractor to H-GAC. Contractor must notify H-GAC of price decreases in the same way as for price increases set out below. The price decrease shall become effective upon H-GAC's receipt of Contractor's notice. If Contractor routinely offers discounted contract pricing, H-GAC may request Contractor accept amended contract pricing equivalent to the routinely discounted pricing.

Price Increase

Contractors may request a price increase for items priced as Base Bid items and Published Options. The amount of any increase will not exceed actual documented increase in Contractor's Direct Cost and will not exceed 10% of the previous bid price. Considerations on the percentage limit will be given if the price increase is the result of increased tariff charges or other governmental actions, or other economic factors. Manufacturer price/contract changes involving the sale of motor vehicles will be considered and may be allowed during the entire contract

period subject to submission and verification of the proper documentation required for a contract change as referenced in this section.

Price Changes

Any permanent increase or decrease in offered pricing for a base contract item or published option is considered a price change. Temporary increases in pricing by whatever name (e.g., 'surcharge', 'adjustment', 'equalization charge', 'compliance charge', 'recovery charge', etc.), are also considered to be price changes.

For published catalogs and price sheets as part of an H-GAC contract, requests to amend the contract to reflect any new published catalog or price sheet must be submitted whenever the manufacturer publishes a new document. The request must include the new catalog or price sheet. All Products shall, at time of sale, be equipped as required under any then current applicable local, state, and federal government requirements. If, during any contract, changes are made to any government requirements which cause a manufacturer's costs of production to increase, Contractor may increase pricing to the extent of Contractor's actual cost increase. The increase must be substantiated with support documentation acceptable to H-GAC prior to taking effect. Modifications to a Product required to comply with such requirements which become effective after the date of any sale are the responsibility of the Customer.

Requesting Price Increase/Required Documentation

Contractor must submit a written overview of changes requested and reasons for the request, stating the amount of the increase, along with an itemized list of any increased prices, showing the Contractor's current price, revised price, the actual dollar difference and the percentage of the price increase by line item. Price change requests must be supported with substantive documentation (e.g., notices from suppliers and manufacturers of pricing changes in products, components, transportation, raw materials or commodities, and/or product availability, copies of invoices from suppliers, etc.) clearly showing that Contractor's actual costs have increased per the applicable line-item bid. The Producer Price Index (PPI) may be used as partial justification, subject to approval by H-GAC, but no price increase based solely on an increase in the PPI will be allowed. This documentation should be submitted in Excel format to facilitate analysis and updating of the website. The letter and documentation must be sent to Lead Program Coordinator, james.glover@h-gac.com.

Review/Approval of Requests

If H-GAC approves the price increase, Contractor will be notified in writing; no price increase will be effective until Contractor receives this notice. If H-GAC does not approve Contractor's price increase, Contractor may terminate its performance upon sixty (60) days advance written notice to H-GAC, however Contractor must fulfill any outstanding Purchase Orders. Termination of performance is Contractor's only remedy if H-GAC does not approve the price increase. H-GAC reserves the right to accept or reject any price change request.

ARTICLE 24: DELIVERIES AND SHIPPING TERMS

The Contractor agrees to make deliveries only upon receipt of authorized Customer Purchase Order acknowledged by H-GAC. Delivery made without such Purchase Order will be at Contractor's risk and will leave H-GAC the option of canceling any contract awarded to the Contractor. The Contractor must secure and deliver any item within five (5) working days, or as agreed to on any corresponding customer Purchase Order.

Unless otherwise addressed, the following requirements shall apply:

- a. Title to goods, and responsibility and liability for loss and/or damage in shipping pass to End User at the delivery destination after receipt and acceptance have taken place. Cost of shipping/delivery shall be paid by End User unless otherwise agreed to by Contractor. If Contractor will be paying for shipping/delivery, shipping terms must be "F.O.B. Destination, Freight Prepaid". If End User will be paying for shipping/delivery, shipping terms must be "F.O.B. Destination – Freight Collect".
- b. The details for the application and calculation of shipping and delivery charges must be stated in the Response on Form E. Any freight, shipping or delivery charged to End User will be prepaid and added to the invoice, and will be clearly shown on any Contract Pricing Worksheet or other quote presented to the End User.

ARTICLE 25: RESTOCKING (EXCHANGES AND RETURNS)

There will be no restocking charge to the Customer for return or exchange of any item purchased under the terms of any award. If the Customer wishes to return items purchased under an awarded contract, the Contractor agrees to exchange, these items for other items, with no additional charge incurred. Items must be returned to Contractor within thirty (30) days from date of delivery. If there is a difference in price in the items exchanged, the Contractor must notify H-GAC and invoice Customer for increase price or provide the Customer with a credit or refund for any decrease in price per Customer's preference. On items returned, a credit or cash refund will be issued by the Contractor to Customer. This return and exchange option will extend for thirty (30) days following the expiration of the term of the Contract. All items returned by the Customer must be unused and in the same merchantable condition as when received. Items that are special ordered may be returned only upon approval of the Contractor.

ARTICLE 26: MANUALS

Each product delivered under contract to any Customer must be delivered with at least one (1) copy of a safety and operating manual and any other technical or maintenance manual. The cost of the manual(s) must be included in the price for the Product offered.

ARTICLE 27: OUT OF STOCK, PRODUCT RECALLS, AND DISCONTINUED PRODUCTS

H-GAC does NOT purchase the products sold pursuant to a Solicitation or Master Agreement. Contractor is responsible for ensuring that notices and mailings, such as Out of Stock or Discontinued Notices, Safety Alerts, Safety Recall Notices, and customer surveys, are sent directly to the Customer with a copy sent to H-GAC. Customer will have the option of accepting any equivalent product or canceling the item from Customer's Purchase Order. Contractor is not authorized to make substitutions without prior approval.

ARTICLE 28: WARRANTIES, SALES, AND SERVICE

Warranties must be the manufacturer's standard and inclusive of any other warranty requirements stated in the Master Agreement; any warranties offered by a dealer will be in addition to the manufacturer's standard warranty and will not be a substitute for such. Pricing for any product must be inclusive of the standard warranty.

Contractor is responsible for the execution and effectiveness of all product warranty requests and any claims, Contractor agrees to respond directly to correct warranty claims and to ensure reconciliation of warranty claims that have been assigned to a third party.

ARTICLE 29: TERMINATION PROCEDURES

The Contractor acknowledges that this Master Agreement may be terminated for Convenience or Default. H-GAC will not pay for any expenses incurred after the termination date of the contract.

A. Convenience

H-GAC may terminate this Master Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Master Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

B. Default

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Master Agreement, in any one of the following circumstances:

- (1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or
- (2) If the Contractor fails to perform any of the other provisions of this Master Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Master Agreements that completion of services herein specified within the Master Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period of ten (10) days (or such longer

period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

- (3) In the event of such termination, Contractor will notify H-GAC of any outstanding Purchase Orders and H-GAC will consult with the End User and notify the Contractor to what extent the End User wishes the Contractor to complete the Purchase Order. If Contractor is unable to do so, Contractor may be subject to a claim for damages from H-GAC and/or the End User.

ARTICLE 30: SEVERABILITY

H-GAC and Contractor agree that should any provision of this Master Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Master Agreement, which shall continue in full force and effect.

ARTICLE 31: FORCE MAJEURE

To the extent that either party to this Master Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 32: CONFLICT OF INTEREST

No officer, member or employee of the Contractor or Contractors subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Master Agreement, shall participate in any decision relating to this Master Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Master Agreement.

- A. **Conflict of Interest Questionnaire:** Chapter 176 of the Texas Local Government Code requires contractors contracting or seeking to contract with H-GAC to file a conflict-of-interest questionnaire (CIQ) if they have an employment or other business relationship with an H-GAC officer or an officer's close family member. The required questionnaire and instructions are located on the H-GAC website or at the Texas Ethics Commission website <https://www.ethics.state.tx.us/forms/CIQ.pdf>. H-GAC officers include its Board of Directors and Executive Director, who are listed on this website. Respondent must complete and file a CIQ with the Texas Ethics Commission if an employment or business relationship with H-GAC office or an officer's close family member as defined in the law exists.
- B. **Certificate of Interested Parties Form – Form 1295:** As required by Section 2252.908 of the Texas Government Code. H-GAC will not enter a Contract with Contractor unless (i) the Contractor submits a disclosure of interested parties form to H-GAC at the time the Contractor submits the contract H-GAC, or (ii) the Contractor is exempt from such requirement. The required form and instructions are located at the Texas Ethics Commission website https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. Respondents who are awarded a Contract must submit their Form 1295 with the signed Contract to H-GAC.

ARTICLE 33: FEDERAL COMPLIANCE

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. With regards to "Rights to Inventions Made Under a Contract or Master Agreement," If the Federal award meets the definition of "funding Master Agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding Master 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 Master Agreements," and any implementing regulations issued by the awarding agency. Contractor agrees to be wholly compliant with the provisions of 2 CFR 200, Appendix II. Additionally, for work to be performed under the Master Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the

Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Master Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Master Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CFR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CFR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

ARTICLE 34: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (EFFECTIVE AUG. 13, 2020 AND AS AMENDED OCTOBER 26, 2020)

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) 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); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of 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. Respondent must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that offerors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

ARTICLE 35: DOMESTIC PREFERENCE

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, when using federal grant award funds H-GAC should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). H-GAC must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, then it shall work with H-GAC to provide all required certifications and other documentation needed to show compliance.

ARTICLE 36: CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees to perform the Master Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Master Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation, and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Master Agreement or which would adversely affect the Contractor's ability to perform services under this Master Agreement.

ARTICLE 37: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits, or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgments, and liens arising as a result of Contractor's negligent act or omission under this Master Agreement. Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Master Agreement.

ARTICLE 38: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Master Agreement.

ARTICLE 39: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Master Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Master Agreement.

ARTICLE 40: JOINT WORK PRODUCT

This Master Agreement is the joint work product of H-GAC and the Contractor. This Master Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 41: PROCUREMENT OF RECOVERED MATERIAL

H-GAC and the Respondent 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: (1) 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; (2) procuring solid waste management services in a manner that

maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), Respondent certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

ARTICLE 42: COPELAND “ANTI-KICKBACK” ACT

Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the contract. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as appropriate agency instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. A breach of the contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

ARTICLE 43: DISCRIMINATION

Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:

- a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;
- b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
- c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
- d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age;
- e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
- f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
- i) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
- j) The requirements of any other nondiscrimination statute(s) that may apply to the application.

ARTICLE 44: DRUG FREE WORKPLACE

Contractor must provide a drug-free workplace in accordance with the Drug-Free Workplace Act, as applicable. For the purposes of this Section, “drug-free” means a worksite at which employees are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance. H-GAC may request a copy of this policy.

ARTICLE 45: APPLICABILITY TO SUBCONTRACTORS

Respondent agrees that all contracts it awards pursuant to the contract awarded as a result of this Master Agreement will be bound by the foregoing terms and conditions.

ARTICLE 46: WARRANTY AND COPYRIGHT

Submissions must include all warranty information, including items covered, items excluded, duration, and renewability. Submissions must include proof of licensing if using third party code for programming.

ARTICLE 47: DATA HANDLING AND SECURITY

It will always be the responsibility of the selected Contractor to manage data transfer and to secure all data appropriately during the project to prevent unauthorized access to all data, products, and deliverables.

ARTICLE 48: DISPUTES

All disputes concerning questions of fact or of law arising under this Master Agreement, which are not addressed within the Whole Master Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Master Agreement and in accordance with H-GAC's final decision.

ARTICLE 49: CHOICE OF LAW: VENUE

This Master Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Master Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 50: ORDER OF PRIORITY

In the case of any conflict between or within this Master Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and 4) Other Attachments.

ARTICLE 51: WHOLE MASTER AGREEMENT

Please note, this is an H-GAC Master Agreement template and is used for all products and services offered in H-GAC Cooperative Purchasing. Any redlines to this Master Agreement may not be reviewed. If this Master Agreement has not been signed by the Contractor within 30 calendar days, this Master Agreement will be automatically voided. The Master General Provisions, Master Special Provisions, and Attachments, as provided herein, constitute the complete Master Agreement between the parties hereto, and supersede any and all oral and written Master Agreements between the parties relating to matters herein. Except as otherwise provided herein, this Master Agreement cannot be modified without written consent of the parties.

ARTICLE 52: UNIVERSAL IDENTIFIER AND SYSTEM FOR AWARD MANAGEMENT (SAM)

In accordance with 2 CFR Title 2, Subtitle A, Chapter I, Part 25 as it applies to a Federal awarding agency's grants, cooperative agreements, loans, and other types of Federal financial assistance as defined in 2 CFR 25.406. Contractor understands and as it relates to 2 CFR 25.205(a), a Federal awarding agency may not make a Federal award or financial modification to an existing Federal award to an applicant or recipient until the entity has complied with the requirements described in 2 CFR 25.200 to provide a valid unique entity identifier and maintain an active SAM registration (www.SAM.gov) with current information (other than any requirement that is not applicable because the entity is exempted under § 25.110). 2 CFR 25.200(b) requires that registration in the SAM **prior to submitting an application or plan**; and maintain an active SAM registration with current information, including information on a recipient's immediate and highest level owner and subsidiaries, as well as on all predecessors that have been awarded a Federal contract or grant within the last three years, if applicable, at all times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency; and provide its unique entity identifier in each application or plan it submits to the Federal awarding agency. To remain registered in the SAM database after the initial registration, the applicant is required to review and update its information in the SAM database on an annual basis from the date of initial registration or subsequent updates to ensure it is current, accurate and complete. At the time a Federal awarding agency is ready to make a Federal award, if the intended recipient has not complied with an applicable requirement to provide a unique entity identifier or maintain an active SAM registration with current information, the Federal awarding

agency: (1) May determine that the applicant is not qualified to receive a Federal award; and (2) May use that determination as a basis for making a Federal award to another applicant.

ARTICLE 53: PROCUREMENT OF RECOVERED MATERIALS

In accordance with 2 CFR 200.323, the Houston-Galveston Area Council and the Contractor or Subrecipient 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: (1) 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; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the Contractor or Subrecipient certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Agreement will be at least the amount required by the applicable contract specifications or other contractual requirements.

SIGNATURES:

H-GAC and the Contractor have read, agreed, and executed the whole Master Agreement as of the date first written above, as accepted by:

Vortex Services, LLC

Signed by:
BJ Kerstiens
Signature 128E78DEDB20422...

Name BJ Kerstiens
Title SR VP - Services
Date 7/8/2025

H-GAC

DocuSigned by:
Chuck Wemple
Signature 82EC270D5D61423...

Name Chuck Wemple
Title Executive Director
Date 7/14/2025

H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Contract - Vortex Services, LLC - Public Services - ID: 14548

MASTER SPECIAL PROVISIONS

Please note, this is an H-GAC Master Agreement template and is used for all products and services offered in H-GAC Cooperative Purchasing. Any redlines to this Master Agreement may not be reviewed. Incorporated by attachment, as part of the whole Master Agreement, H-GAC and the Contractor do, hereby agree to the Master Special Provisions as follows:

ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Master Agreement, the following documents listed in order of priority are incorporated into the Master Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

ARTICLE 2: END USER MASTER AGREEMENTS ("EUA")

H-GAC acknowledges that the END USER, which is the HGACBuy customer utilizing the contract (CUSTOMER and END USER may be used interchangeably) may choose to enter into an End User Master Agreement (EUA) with the Contractor through this Master Agreement. A CUSTOMER/END USER is a state agency, county, municipality, special district, or other political subdivision of a state, or a qualifying non-profit corporation (providing one or more governmental function or service that possess legal authority to enter into the Contract. The term of the EUA may exceed the term of the current H-GAC Master Agreement.

H-GAC's acknowledgement is not an endorsement or approval of the End User Master Agreement's terms and conditions. Contractor agrees not to offer, agree to or accept from the CUSTOMER/END USER, any terms or conditions that conflict with those in Contractor's Master Agreement with H-GAC. Contractor affirms that termination of its Master Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Master Agreement, termination of this Master Agreement will disallow the Contractor from entering into any new EUA with CUSTOMER/END USER. Applicable H-GAC order processing charges will be due and payable to H-GAC on any EUAs, surviving termination of this Master Agreement between H-GAC and Contractor.

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

Contractor shall provide its most favorable pricing and terms to H-GAC, as follows. If at any time during this Master Agreement, Contractor develops a regularly followed standard procedure of entering into Master Agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to H-GAC on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to H-GAC, Contractor shall notify H-GAC within ten (10) business days thereafter, and this Master Agreement shall be deemed to be automatically retroactively amended, to the effective date of Contractor's most favorable past Master Agreement with another entity. Contractor shall provide the same prices, warranties, benefits, or terms to H-GAC and its CUSTOMER/END USER as provided in its most favorable past Master Agreement. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If Contractor claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Master Agreement, does not constitute more favorable treatment, than Contractor shall, within ten (10) business days, notify H-GAC in writing, setting forth the detailed reasons Contractor believes the aforesaid

offer is not in fact most favored treatment. H-GAC, after due consideration of Contractor's written explanation, may decline to accept such explanation and thereupon this Master Agreement between H-GAC and Contractor shall be automatically amended, effective retroactively, to the effective date of the most favored Master Agreement, to provide the same prices, warranties, benefits, or terms to H-GAC and the CUSTOMER/END USER.

EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, proposer, or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to academic institutions, or the Federal Government and its agencies.

ARTICLE 4: PARTY LIABILITY

Contractor's total liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to CUSTOMER/END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Master Agreement.

ARTICLE 5: GOVERNING LAW & VENUE

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes with the CUSTOMER/END USER in accord with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

Contractor shall sell its products to CUSTOMER/END USER based on the pricing and terms of this Master Agreement. H-GAC will invoice Contractor for the applicable order processing charge when H-GAC receives notification of a CUSTOMER/END USER order. Contractor shall remit to H-GAC the full amount of the applicable order processing charge, after delivery of any product or service and subsequent CUSTOMER/END USER acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of a CUSTOMER/END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by Contractor based on this Master Agreement, including sales to entities without Interlocal Master Agreements, Contractor shall pay the applicable order processing charges to H-GAC. Further, Contractor agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an H-GAC Interlocal Master Agreement. H-GAC reserves the right to take appropriate actions including, but not limited to, Master Agreement termination if Contractor fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall H-GAC have any liability to Contractor for any goods or services a CUSTOMER/END USER procures from Contractor. At all times, Contractor shall remain liable to pay to H-GAC any order processing charges on any portion of the Master Agreement actually performed, and for which compensation was received by Contractor.

ARTICLE 7: LIQUIDATED DAMAGES

Contractor and H-GAC agree that Contractor shall cooperate with the CUSTOMER/END USER at the time a CUSTOMER/END USER purchase order is placed, to determine terms for any liquidated damages.

ARTICLE 8: INSURANCE

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, Contractor must have the following insurance and coverage minimums:

- a. General liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit.
- b. Product liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.
- c. Property Damage or Destruction insurance is required for coverage of End User owned equipment while in Contractor's possession, custody, or control. The minimum Single Occurrence limit is \$500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as art of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to H-GAC.
- d. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to deliver any outstanding order after the close of the contract period.
- e. Original Insurance Certificates must be furnished to H-GAC on request, showing Contractor as the insured and showing coverage and limits for the insurances listed above.
- f. If any Product(s) or Service(s) will be provided by parties other than Contractor, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by H-GAC, a separate insurance certificate must be submitted for each such party.
- g. H-GAC reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. Contractor shall remain prepared to offer a PPB to cover any order if so requested by the CUSTOMER/END USER. Contractor shall quote a price to CUSTOMER/END USER for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of CUSTOMER/END USER's purchase order.

ARTICLE 10: ORDER PROCESSING CHARGE

H-GAC will apply an Order Processing Charge for each sale done through the H-GAC contract, with the exception of orders for motor vehicles. Any pricing submitted must include this charge amount per the most current H-GAC schedule. For motor vehicle orders, the Processing Charge is paid by the CUSTOMER/END USER. Contractor will need to refer to the solicitation for the Order Processing Charge.

ARTICLE 11: CHANGE OF STATUS

Contractor shall immediately notify H-GAC, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise H-GAC if this Master Agreement shall be affected in any way by such change. H-GAC shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Master Agreement.

ARTICLE 12: REQUIREMENTS TO APPLICABLE PHYSICAL GOODS

In the case of physical goods (e.g. equipment, material, supplies, as opposed to services), all Products offered must comply with any applicable provisions of the Texas Business and Commerce Code, Title 1, Chapter 2 and with at least the following:

- a. Be new, unused, and not refurbished.
- b. Not be a prototype as the general design, operation, and performance. This requirement is NOT meant to preclude the Contractor from offering new models or configurations which incorporate improvements in a current design or add functionality, but in which new model or configuration may be new to the marketplace.
- c. Include all accessories which may or may not be specifically mentioned in the Master Agreement, but which are normally furnished or necessary to make the Product ready for its intended use upon delivery. Such accessories shall be assembled, installed, and adjusted to allow continuous operation of Product at time of delivery.
- d. Have assemblies, sub-assemblies and component parts that are standard and interchangeable throughout the entire quantity of a Product as may be purchased simultaneously by any END USER/CUSTOMER.
- e. Be designed and constructed using current industry accepted engineering and safety practices, and materials.
- f. Be available for inspection at any time prior to or after procurement.

ARTICLE 13: TEXAS MOTOR VEHICLE BOARD LICENSING

All Contractors that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Master Agreement term, any required Contractor license is denied, revoked, or not renewed, Contractor shall be in default of this Master Agreement, unless the Texas Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to H-GAC upon request.

ARTICLE 14: INSPECTION/TESTING

All Products sold pursuant to this Master Agreement will be subject to inspection/testing by or at the direction of H-GAC and/or the ordering CUSTOMER/END USER, either at the delivery destination or the place of manufacture. In the event a Product fails to meet or exceed all requirements of this Master Agreement, and unless otherwise agreed in advance, the cost of any inspection and/or testing, will be the responsibility of the Contractor.

ARTICLE 15: ADDITIONAL REPORTING REQUIREMENTS

Contractor agrees to submit written quarterly reports to H-GAC detailing all transactions during the previous three (3) month period. Reports must include, but are not limited, to the following information:

- a. CUSTOMER/END USER Name
- b. Product/Service purchased, including Product Code if applicable
- c. Customer Purchase Order Number
- d. Purchase Order Date
- e. Product/Service dollar amount
- f. HGACBuy Order Processing Charge amount

ARTICLE 16: BACKGROUND CHECKS

Cooperative customers may request background checks on any awarded contractor's employees who will have direct contact with students, or for any other reason they so choose, any may require contractor to pay the cost of obtaining any background information requested by the CUSTOMER/END USER.

ARTICLE 17: PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL CERTIFICATION

As required by Chapter 2271 of the Texas Local Government Code the Contractor must verify that it 1) does not boycott Israel; and 2) will not boycott Israel during the term of the Contract. Pursuant to Section 2271.001, Texas Government Code:

1. “Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. “Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

ARTICLE 18: NO EXCLUDED NATION OR TERRORIST ORGANIZATION CERTIFICATION

As required by Chapter 2252 of the Texas Government Code the Contractor must certify that it is not a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

ARTICLE 19: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (Effective Aug. 13, 2020 and as amended October 26, 2020)

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. “Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) 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); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of 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.

Contractor must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that Contractors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

ARTICLE 20: BUY AMERICA ACT (National School Lunch Program and Breakfast Program)

With respect to products purchased by CUSTOMER/END USER for use in the National School Lunch Program and/or National School Breakfast Program, Contractor shall comply with all federal procurement laws and regulations with respect to such programs, including the Buy American provisions set forth in 7 C.F.R. Part 210.21(d), to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs.

In the event Contractor or Contractor’s supplier(s) are unable or unwilling to certify compliance with the Buy American Provision, or the applicability of an exception to the Buy American provision, H-GAC CUSTOMER/END USER may decide not to purchase from Contractor. Additionally, H-GAC

CUSTOMER/END USER may require country of origin on all products and invoices submitted for payment by Contractor, and Contractor agrees to comply with any such requirement.

ARTICLE 21: BUY AMERICA REQUIREMENT (Applies only to Federally Funded Highway and Transit Projects)

With respect to products purchased by CUSTOMER/END USER for use in federally funded highway projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 23 U.S.C. Section 313, 23 C.F.R. Section 635.410, as amended, and the Steel and Iron Preference provisions of Texas Transportation Code Section 223.045, to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs. With respect to products purchased by CUSTOMER/END USER for use in federally funded transit projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 49 U.S.C. Section 5323(j)(1), 49 C.F.R. Sections 661.6 or 661.12, to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs.

ARTICLE 22: DOMESTIC PREFERENCE

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, a CUSTOMER/END USER using federal grant award funds should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The CUSTOMER/END USER must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, they shall work with the CUSTOMER/END USER to provide all required certifications and other documentation needed to show compliance.

ARTICLE 23: TITLE VI REQUIREMENTS

H-GAC in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any disadvantaged business enterprises will be afforded full and fair opportunity to submit in response to this Master Agreement and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

ARTICLE 24: EQUAL EMPLOYMENT OPPORTUNITY

Except as otherwise provided under 41 CFR Part 60, all Contracts and CUSTOMER/END USER Purchase Orders that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall be deemed to 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., pg.339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Contractor agrees that such provision applies to any contract that meets the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 and agrees that it will comply with such provision.

ARTICLE 25: CLEAN AIR AND WATER POLLUTION CONTROL ACT

CUSTOMER/END USER Purchase Orders using federal funds must contain a provision that requires the Contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean

Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to the Federal Rule above, Contractor certifies that it is in compliance with all applicable provisions of the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) and will remain in compliance during the term of the Contract.

ARTICLE 26: PREVAILING WAGE

Contractor and any potential subcontractors have a duty to and shall pay the prevailing wage rate under the Davis-Bacon Act, 40 U.S.C. 276a – 276a-5, as amended, and the regulations adopted thereunder contained in 29 C.F.R. pt. 1 and 5.

ARTICLE 27: CONTRACT WORK HOURS AND SAFETY STANDARDS

As per the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), where applicable, all CUSTOMER/END USER Purchase Orders in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

ARTICLE 28: PROFIT AS A SEPARATE ELEMENT OF PRICE

For purchases using federal funds more than the current Simplified Acquisition Threshold of \$250,000, requires negotiation of profit as a separate element of the price. See, 2 CFR 200.324(b). Contractor agrees to provide information and negotiate regarding profit as a separate element of the price for the purchase. Contractor also agrees that the total price, including profit, charged by Contractor will not exceed the awarded pricing, including any applicable discount, under any awarded contract.

ARTICLE 29: BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Contractors that apply or bid for an award exceeding \$100,000 must file the required anti-lobbying certification. Each tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the CUSTOMER/END USER. As applicable, Contractor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352). Contractor certifies that it is currently in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and will continue to be in compliance throughout the term of the Contract and further certifies that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the Contractor, 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 the awarding of a Federal contract, the making of a Federal Grant, the making of a Federal Loan, the entering into a cooperative Master Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative Master 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 a Member of Congress in connection with a Federal contract, grant, loan, or cooperative Master Agreement, Contractor shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.
3. Contractor 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 Master Agreements) and that all subcontractors 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 certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

ARTICLE 30: COMPLIANCE WITH EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE MASTER AGREEMENTS, AND CONTRACTS

Contractor certifies compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (13 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

ARTICLE 31: COMPLIANCE WITH ENERGY POLICY AND CONSERVATION ACT

Contractor certifies that Contractor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Attachment-A
Vortex Services, LLC
Contract: TP07-25
Trenchless Pipeline Rehabilitation Services

Supplier	Service Category	Catalog Description	HGACBuy Discount Off List Price
Vortex Services, LLC	A. Clean/TV & Evaluation for Gravity Pipelines	HGAC TP07-25 - Vortex Services Price List May 2025 V1.0	5%
Vortex Services, LLC	B. Centrifugally Cast Pipe Rehabilitation for Sewer Lines	HGAC TP07-25 - Vortex Services Price List May 2025 V1.0	5%
Vortex Services, LLC	C. Cured-In-Place Pipe (CIPP) Rehabilitaions for Sewer Lines	HGAC TP07-25 - Vortex Services Price List May 2025 V1.0	5%
Vortex Services, LLC	D. Pipe Bursting Rehabilittion for Sewer Lines	HGAC TP07-25 - Vortex Services Price List May 2025 V1.0	5%
Vortex Services, LLC	E. Pipe Bursting Rehabilittion for Water Lines	HGAC TP07-25 - Vortex Services Price List May 2025 V1.0	5%
Vortex Services, LLC	F. Slip-lining with HDPE or FRP Rehabilitation	HGAC TP07-25 - Vortex Services Price List May 2025 V1.0	5%
Vortex Services, LLC	G. Manhole and Structure Rehabilitation	HGAC TP07-25 - Vortex Services Price List May 2025 V1.0	5%
Vortex Services, LLC	H. Excavation and Associated Items	HGAC TP07-25 - Vortex Services Price List May 2025 V1.0	5%
Vortex Services, LLC	I. Horizontal Directional Drilling (HDD)	HGAC TP07-25 - Vortex Services Price List May 2025 V1.0	5%
Vortex Services, LLC	J. Bypass Pumping for Gravity Pipe and Associated Items	HGAC TP07-25 - Vortex Services Price List May 2025 V1.0	5%
Vortex Services, LLC	K. Pressure Pipe Lining and Reinforced Pressure Pipe Lining Systems	HGAC TP07-25 - Vortex Services Price List May 2025 V1.0	5%
Vortex Services, LLC	L. Pressure Pipeline Bypass	HGAC TP07-25 - Vortex Services Price List May 2025 V1.0	5%
Vortex Services, LLC	M. Line Cleaning and Inspection for Pressure Pipelines & Mechanical Cleaning	HGAC TP07-25 - Vortex Services Price List May 2025 V1.0	5%
Vortex Services, LLC	N. Restoration and Associated Items	HGAC TP07-25 - Vortex Services Price List May 2025 V1.0	5%
Vortex Services, LLC	O. Additional Labor Rates and Traffic Control	HGAC TP07-25 - Vortex Services Price List May 2025 V1.0	5%
Vortex Services, LLC	P. Crew Travel & Mobilization	HGAC TP07-25 - Vortex Services Price List May 2025 V1.0	5%
Vortex Services, LLC	Q. Gravity Sewer Lateral Renewal Systems and Related Items	HGAC TP07-25 - Vortex Services Price List May 2025 V1.0	5%

5. Service Categories

This is an indefinite quantity/indefinite delivery offerings contract – The HGACBuy Customer is responsible to ensure adequate competition is performed between the various contractors or contractors outside of HGACBuy to determine price reasonableness that might be required per any funding agency. Customer will need to ensure compliance with any funding agency requirements before proceeding with a purchase order under this contract. Please consult legal counsel regarding questions concerning compliance as a contractor under this solicitation.

5.1. Categories

This Solicitation is divided into separate but related Service Categories, for ease of evaluation and proposal responses. Respondents are advised to offer a wide array, or offerings of products/services for the service category proposal. When submitting a response, Respondent may choose to give a response on any of the categories or all. No additional weighted value will be given to a respondent who responds to more than one or all categories listed. Respondent must provide detailed descriptions and specifications of each service in it's proposal.

The H-GAC Service Categories covered by this solicitation include:

- A. Clean/TV & Evaluation for Gravity Pipelines
- B. Centrifugally Cast Pipe Rehabilitation for Sewer Lines
- C. Cured-In-Place Pipe (CIPP) Rehabilitation for Sewer Lines
- D. Pipe Bursting Rehabilitation for Sewer Lines
- E. Pipe Bursting Rehabilitation for Water Lines
- F. Slip-lining with HDPE or FRP Rehabilitation
- G. Manhole and Structure Rehabilitation
- H. Excavation and Associated Items
- I. Horizontal Directional Drilling (HDD)
- J. Bypass Pumping for Gravity Pipe and Associated Items
- K. Pressure Pipe Lining and Reinforced Pressure Pipe Lining Systems
- L. Pressure Pipeline Bypass
- M. Line Cleaning and Inspection for Pressure Pipelines & Mechanical Cleaning
- N. Restoration and Associated Items
- O. Additional Labor Rates and Traffic Control
- P. Crew Travel & Mobilization

5.2. Manuals and Manufacturers' Specifications

- A. Contractor must supply at the time of delivery, when applicable, at least one complete owner's manual (the price of which must be included in Respondent's pricing) and any applicable operations and service documentation covering the completed products as delivered and accepted.
- B. Respondent must supply technical specifications which clearly show all the standard features and capabilities of the equipment in the response listing. For more response-specific "packaged" system solutions (e.g. specific vehicle wash systems), detailed quote sheets **must** also be included.

5.3. Heavy Lifting Equipment

At the time of Response submittal, for all applicable lifts, the associated equipment manufacturers must be members of the Automotive Lift Institute (ALI). Respondent must present evidence of current ALI membership and which specific models are certified. Respondent must also include the status of any pending ALI-ETL model certification(s) and the anticipated approval date.

5.4. Final Contract Deliverables

Contractor agrees to submit written quarterly reports to H-GAC detailing all transactions during the previous three (3) month period. Reports must include, but are not limited, to the following information:

- Customer Name and address
- HGACBuy confirmation number
- Product/Service purchased
- Customer Purchase Order Number
- Purchase Order Date
- Product/Service dollar amount
- HGACBuy Order Processing Charge amount

Reports must be provided to H-GAC in Excel or other acceptable electronic format by the 30th day of the month following the quarter being reported. If Contractor defaults in providing Products or Services reporting as required by the contract, recourse may be exercised through cancellation of the contract and other legal remedies as appropriate.



CONTRACTOR E-VERIFY AFFIDAVIT

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

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

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

Shawn Ready

Print Name: Shawn Ready

Date: 9/3/25

STATE OF FLORIDA

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 9/3 (date) by Shawn Ready RVP (name of officer or agent, title of officer or agent) of Vortex Services, LLC (name of corporation acknowledging), a LLC (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

Matthew McNab

[Notary Seal] Notary Public

Matthew McNab

Name typed, printed or stamped

My Commission Expires: 3/11/29



Matthew McNab
Notary Public
State of Florida
Comm# HH633747
Expires 3/11/2029



Company ID Number: 1457424

Approved by:

Employer Vortex Companies, LLC	
Name (Please Type or Print) Brooke Malone	Title
Signature Electronically Signed	Date 10/08/2019
Department of Homeland Security - Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 10/08/2019



CERTIFICATE OF LIABILITY INSURANCE

12/11/2025

DATE (MM/DD/YYYY)
12/9/2024

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

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

PRODUCER	Lockton Companies, LLC 3657 BRIARPARK DRIVE, SUITE 700 Houston TX 77042 866-260-3538	CONTACT NAME:	
		PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : The Continental Insurance Company	35289
INSURED	Vortex Services, LLC (See Attached Named Insured Schedule) 18150 Imperial Valley Dr. Houston TX 77060	INSURER B : Continental Casualty Company	20443
		INSURER C : American Casualty Company of Reading, PA	20427
		INSURER D : Transportation Insurance Company	20494
		INSURER E : Crum & Forster Specialty Insurance Co	44520
		INSURER F :	

COVERAGES**CERTIFICATE NUMBER: 17062601****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	Y	7036114722	12/11/2024	12/11/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
B	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y	Y	BUA 7036414342 7036467431 (PD)	12/11/2024 12/11/2024	12/11/2025 12/11/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
A	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$	Y	Y	7094435231	12/11/2024	12/11/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
C D D	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N	N / A	7036114753 (AOS) 7036114770 (CA) 7094926267 (AZ,MA,OR,WI)	12/11/2024 12/11/2024 12/11/2024	12/11/2025 12/11/2025 12/11/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Contractors Pol./Prof. Liab. (E&O)(Claims Made)	Y	Y	PKC-116341	12/11/2024	12/11/2025	\$5M Each Occ.; \$5M Agg. \$5M Each Wrongful Act

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

Contractors Pollution Deductible: \$50,000 each pollution condition. E&O (Professional) Deductible: \$50,000 each claim. RE: Project: Cocoa Water Plant Rehabilitation. Additional Insured in favor of City of Cocoa on all policies (except Workers' Compensation/EL) where and to the extent required by written contract.

CERTIFICATE HOLDER**CANCELLATION** See Attachments

17062601 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

All policies (except Workers' Compensation/EL) include a blanket automatic additional insured [provision] that confers additional insured status to the certificate holder only if there is a written contract between the named insured and the certificate holder that requires the named insured to name the certificate holder as an additional insured. In the absence of such a contractual obligation on the part of the named insured, the certificate holder is not an additional insured under the policy.

All policies include a blanket automatic waiver of subrogation endorsement [provision] that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it. In the absence of such a contractual obligation on the part of the named insured, the waiver of subrogation feature does not apply.

All policies (except Workers' Compensation/EL) contain a special endorsement with "Primary and Noncontributory" wording.

All policies include a blanket notice of cancellation to certificate holders endorsement, providing for 30 days' advance notice if the policy is cancelled by the company other than for nonpayment of premium, 10 days' notice if the policy is cancelled for nonpayment of premium. Notice is sent to certificate holders with mailing addresses on file with the agent or the company. The endorsement does not provide for notice of cancellation if the named insured requests cancellation.

VORTEX NAMED INSUREDS

Vortex Intermediate, LLC

Vortex Infrastructure Holdco, LLC

Vortex Lining Systems, LLC

Vortex Companies, LLC

Vortex Infrastructure Services, LLC

Vortex Lining Systems, LLC F/K/A Quadex Lining Systems, LLC

Vortex Industrial Solutions, LLC

Vortex Services, LLC F/K/A VacVision Environmental, LLC dba VacVision, LLC

Excavating Services, LLC

North American Pipeline Services, LLC

Vortex Infrastructure Products, LLC

Quadex, LLC

Schwalm USA, LLC

Vortex Companies International, LLC

Vortex International US, Inc. F/K/A Quadex International US, Inc.

Vortex Canada Inc.

Fleer-Tech GmbH

Vortex Technology Group, LLC

CIPP Corp., LLC

Vortex Geotechnical, LLC

CITY COUNCIL AGENDA ITEM

Memo Date: November 18, 2025
Agenda Date: December 9, 2025
File ID: 2025-1074
Prepared By: Katrina Combs, Utilities Administrative Technician
Through: James Mitchell, Water Treatment Manager
John Walsh, Utilities Director
Requested Action: To Approve a Purchase Order and Agreement with S-Works Construction Corp. under Equalis Group Cooperative Contract R10-1166D (Region 10 ESC) to install a Curb Cap Adapter and Five (5) Propeller Upblast Belt Drive Exhaust Fans for HSPS1; and To Approve a Resolution Authorizing the City Manager to Approve and Execute Change Orders in an Amount Not to Exceed \$10,411.39 for the total Combined Project Cost of \$115,500.

BACKGROUND:

The Dyal Water Treatment Plant (WTP) has two High Service Pump Stations, HSPS1 and HSPS2, that house critical pumping and electrical equipment responsible for delivering treated water into the distribution system. Adequate ventilation is essential to maintain safe operating temperatures, protect equipment, and ensure regulatory compliance.

The existing roof exhaust fans for HSPS1 were installed approximately 10 years ago. Historically, the room was equipped with horizontal exhaust fans designed to provide adequate cross-ventilation and remove heat generated by continuous pump operation. Currently, it has vertically oriented exhaust fans that are not designed for the room's layout or airflow requirements. The HSP Room relies on a properly functioning ventilation system to maintain safe operating temperatures for both electrical and mechanical equipment. The installation of the vertical fans does not provide sufficient lateral air movement, resulting in reduced overall ventilation effectiveness. This has led to elevated ambient temperatures within the pump room, increased stress on pump motors, and a higher risk of premature equipment failure.

Over the past five years, the current exhaust fans have experienced over 100 failures, including intermittent operation, excessive vibration, failed pulleys, bearings and belts, and motor burnout. Approximately \$18,600 has been spent on equipment rental to repair and maintain the exhaust fans. The failure of ventilation equipment compromises both worker safety and equipment integrity. This replacement is therefore necessary to maintain both the reliability of the water system and the safety of personnel working within the facility.

This project will be completed by S-Works Construction Corp. utilizing the Equalis Group Cooperative Contract R10-1166D, a competitively solicited Job Order

Contracting (JOC) agreement awarded by Region 10 Education Service Center in Texas with the following cost:

Staff recommends approval of a Purchase Order, and Agreement with S-Works Construction Corp. under Equalis Group Cooperative Contract R10-1166D for the installation of a curb cap adapter and five (5) propeller upblast belt drive exhaust fans at HSPS1 in the amount of \$105,088.61. Staff further recommends approval of a resolution authorizing the City Manager to execute change orders in an amount not to exceed \$10,411.39, for a total project cost not to exceed \$115,500. This project is essential to ensure the continued safe and reliable operation of the Dyal WTP and to protect critical infrastructure and personnel.

PRIORITY AREA CONNECTION:

Investment in Public Infrastructure

BUDGETARY IMPACT:

Budgeted? Yes

Source/Use of Funds

Account Number 421-4020-536.62-00

Project Number CA2602

Amount \$115,500

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

To Approve a Purchase Order and Agreement with S-Works Construction Corp. under Equalis Group Cooperative Contract R10-1166D (Region 10 ESC) to install a Curb Cap Adapter and Five (5) Propeller Upblast Belt Drive Exhaust Fans for HSPS1; and To Approve a Resolution Authorizing the City Manager to Approve and Execute Change Orders in an Amount Not to Exceed \$10,411.39 for the total Combined Project Cost of \$115,500.



Construction Corporation

Cocoa/25/003

Exhaust Fan Replacement

Submitted By: S-Works Construction Corp.

02/24/2025 (Updated 9/30/2025)



S-WORKS CONSTRUCTION CORPORATION

Project: Cocoa Roof Top Exhaust Fan Replacement

Subject: Scope of Work - Qualifications and Assumptions

Date: 9/30/2025

I. General:

i. **Project Documents and General Notes:**

- i. S-Works Construction Corporation pricing is based upon the following:
 1. Scope of work emailed Rachel Unruh to Chris Perry.
 2. Site visit with Rachel Unruh and Chris Perry at 28400 FL-520, Christmas, FL 32709.
- ii. The City of Cocoa is responsible for coordinating all access to the site during construction, as needed.
- iii. Site visit with Rachel Unruh, Chris Perry and Jonathan Pollock.
- iv. Drawings and Specifications dated insert date here.
- ii. The city of Cocoa Beach is responsible for coordinating all access to the site during construction, as needed.

II. **Schedule**

- i. S-Works Construction Corporation will release a schedule after notice to proceed and material lead times are established.
- ii. S-Works Construction Corporation anticipates a total construction duration of (15) working days, or (2) weeks, weather dependent. If work is disrupted due to owner or building user, additional general conditions are subject to discussion.
- iii. Working hours on site are Monday – Friday, 7am – 4pm.

III. Qualifications and Clarifications

- i. S-Works has not included the costs for architectural or engineering design fees.
- ii. S-Works have not included US Citizen requirements, wage scale, or certified payroll.
- iii. S-Works is not responsible for code compliance issues on existing systems.
- iv. S-Works assumes there are no hazardous materials within our scope of work and excludes all hazardous work from this proposal.
- v. S-Works assumes normal site conditions and does not include allowances for unforeseen subsurface or structural conditions that may require additional work or materials.
- vi. S-Works assumes use of client utilities (i.e., water, power, etc.) is provided by client, and have not included the cost of supplying temporary utilities.
- vii. This proposal is valid for (45) days after the proposal delivery date listed on the cover page of this proposal. S-Works Construction reserves the right to revise and resubmit proposal scope and cost after (45) days.



S-WORKS CONSTRUCTION CORPORATION

IV. **Scope of Work Included in this Proposal:**

- i. Mobilization:
 - i. Delivery and staging of all equipment that will be used on the project.
 - ii. Place all construction signage as needed.
 - iii. Crane delivery.
- ii. Demolition:
 - i. Ensure the area is safe, following all lockout/ tagout procedures to disconnect power from the existing fans.
 - ii. S-Works to Demo Existing Roof Top Exhaust Fans (5).
 - iii. S-Works is responsible for the proper disposal of demolished Exhaust Fans.
- iii. New Construction:
 - i. Installation of new curb adaptor.
 - ii. S-Works to provide and install New Roof Top Exhaust Fans (5) that can be serviced from roof top.
 - iii. Install and reconnect all wiring for new fans.
 - iv. Testing of fans to be sure they are working correctly.
 - v. Remove debris from construction that took place on the roof.
 - vi. Clean construction debris created by S-Works from site.

V. **Price Summary:**

- i. Total price is \$105,088.61



Estimator: Elizabeth Galvin		Roof Top Exhaust Fan Replacement	
Division Summary (MF04)			
01 - General Requirements	\$32,377.38	26 - Electrical	\$3,825.00
02 - Existing Conditions		27 - Communications	
03 - Concrete		28 - Electronic Safety and Security	
04 - Masonry		31 - Earthwork	
05 - Metals		32 - Exterior Improvements	
06 - Wood, Plastics, and Composites		33 - Utilities	
07 - Thermal and Moisture Protection	\$2,767.50	34 - Transportation	
08 - Openings		35 - Waterway and Marine Transportation	
09 - Finishes		41 - Material Processing and Handling Equipment	
10 - Specialties		44 - Pollution Control Equipment	
11 - Equipment		46 - Water and Wastewater Equipment	
12 - Furnishings		48 - Electric Power Generation	
13 - Special Construction		Alternate	
14 - Conveying Equipment		Trades	
21 - Fire Suppression		Assemblies	
22 - Plumbing		FMR	
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	\$88,500.00	MF04 Total (Without totalling components)	\$127,469.88
25 - Integrated Automation			
Totalling Components			
Priced Line Items		\$127,469.88	
RSMean MELBOURNE, FL CCI 2024Q4, 88.80%		\$(14,276.63)	
Material, Labor, and Equipment Totals (No Totalling Components)			
Material:		\$75,359.25	
Labor:		\$35,990.25	
Equipment:		\$16,120.38	
Other:		\$0.00	
Laborhours:		272.66	
Green Line Items:0		\$0.00	
		Total Priced Items:	15
		Total Non-Priced Items:	0
			0.00%
		15	\$127,469.88
Grand Total			
\$105,088.61			

Estimator: Elizabeth GalvinRoof Top Exhaust Fan Replacement

Item	Description	UM	Quantity	Unit Cost	Total	Book
01 - General Requirements						
1	01-31-13-20-0280 Field personnel, superintendent, maximum Superintendent for entirety of the project.	Week	2.0000	\$4,225.00	\$8,450.00	RSM24FAC L, O&P
2	01-54-33-20-5300-3 Rent per week for rent truck dump 3 axle 16 ton, 12 C.Y. payload, 400 H.P. Truck to haul off the (5) exhaust units.	Ea.	1.0000	\$3,136.52	\$3,136.52	RSM24FAC E, O&P
3	01-54-33-60-3150-3 Rent per week for rent crane, self-propelled, 4x4, telescoping boom, 40 ton Crane to remove the exhaust units and install new ones.	Ea.	2.0000	\$4,220.43	\$8,440.86	RSM24FAC E, O&P
4	01-54-36-50-1500 Mobilization or demobilization, delivery charge for equipment, hauled on 40-ton capacity towed trailer Delivery of crane and pick-up of crane.	Ea.	2.0000	\$1,200.00	\$2,400.00	RSM24FAC L, E, O&P
5	01-54-36-50-1500 Mobilization or demobilization, delivery charge for equipment, hauled on 40-ton capacity towed trailer	Ea.	2.0000	\$1,200.00		RSM24FAC L, E, O&P
6	01-54-36-50-1600 Mobilization or demobilization, delivery charge for equipment, hauled on 50-ton capacity towed trailer Mobilization for dump truck and drop off of dump truck.	Ea.	2.0000	\$3,775.00	\$7,550.00	RSM24FAC L, E, O&P
01 - General Requirements Total					\$29,977.38	
07 - Thermal and Moisture Protection						
7	07-65-10-10-0030 Sheet metal flashing, aluminum, flexible, mill finish, .016" thick, including up to 4 bends Curbing adaptor and flashing to be installed over curbing on each unit. 90°5 = 450.00	S.F.	450.0000	\$6.15	\$2,767.50	RSM24FAC M, L, O&P
07 - Thermal and Moisture Protection Total					\$2,767.50	
23 - Heating, Ventilating, and Air-Conditioning (HVAC)						
8	23-05-05-10-1760 Exhaust system, components, selective demolition	System	0.0000	\$112.00		RSM24FAC L, O&P
9	23-05-05-10-1770 Exhaust system, weld fume hood, selective demolition	Ea.	0.0000	\$45.00		RSM24FAC L, O&P
10	23-05-05-10-2124 Fans, 1-1/2 thru 10 HP or 20,000 CFM, selective demolition	Ea.	0.0000	\$305.00		RSM24FAC L, O&P
11	23-34-16-10-7280 Fans, roof exhauster, centrifugal, aluminum housing, bird screen, back draft damper, V belt drive, 1/4" S.P., 13,760 CFM, 12" galvanized curb, 35" sq. damper This fan to match specs put forth by client.	Ea.	5.0000	\$5,700.00	\$28,500.00	RSM24FAC M, L, O&P
12	23-34-16-10-7300 Fans, roof exhauster, centrifugal, aluminum housing, bird screen, back draft damper, V belt drive, 1/4" S.P., 20,558 CFM, 12" galvanized curb, 43" sq. damper	Ea.	5.0000	\$12,000.00	\$60,000.00	RSM24FAC M, L, O&P
13	23-34-16-10-7300 Fans, roof exhauster, centrifugal, aluminum housing, bird screen, back draft damper, V belt drive, 1/4" S.P., 20,558 CFM, 12" galvanized curb, 43" sq. damper	Ea.	0.0000	\$12,000.00		RSM24FAC M, L, O&P

Estimator: Elizabeth Galvin

Roof Top Exhaust Fan Replacement

23 - Heating, Ventilating, and Air-Conditioning (HVAC)						
Item	Description	UM	Quantity	Unit Cost	Total	Book
23 - Heating, Ventilating, and Air-Conditioning (HVAC) Total						
26 - Electrical						
14	26-05-19-90-1300 Wire, copper, stranded, 600 volt, #8, type THWN-THHN, normal installation conditions in wireway, conduit, cable tray Wiring need for new exhaust fan units.	C.L.F.	5.0000	\$185.00	\$925.00	RSM24FAC M, L, O&P
15	26-28-16-20-4510 Safety switches, heavy duty, 3 pole, fusible, 240 volt, 30 amp, NEMA 3R Switches for new units.	Ea.	5.0000	\$580.00	\$2,900.00	RSM24FAC M, L, O&P
26 - Electrical Total					\$3,825.00	
Estimate Grand Total					105,088.61	

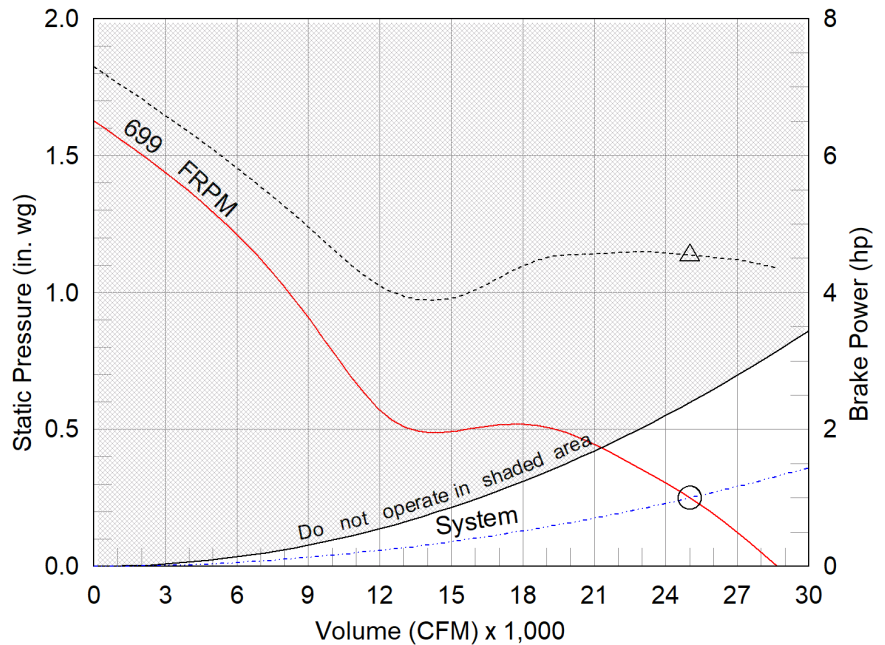
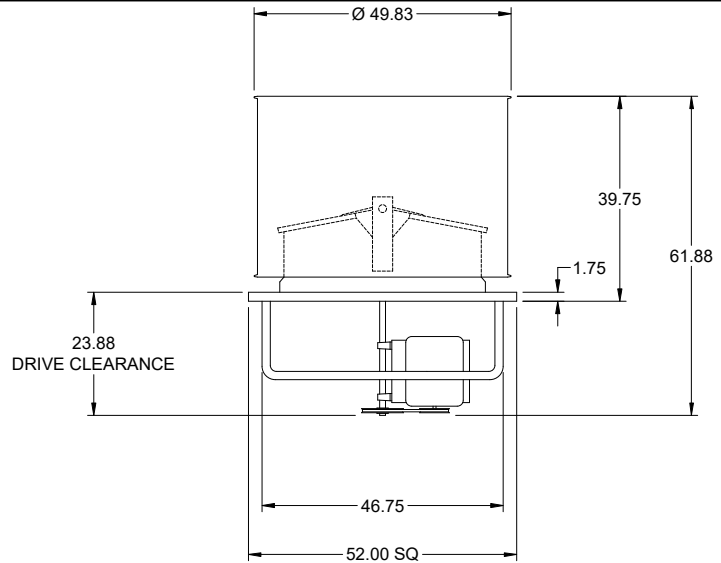
Model: RBU-3L42-75

Propeller Upblast Belt Drive

Dimensional	
Quantity	3
Weight w/o Acc's (lb)	452
Weight w/ Acc's (lb)	459
Max T Motor Frame Size	215
Roof Opening (in.)	48 x 48

Performance	
Requested Volume (CFM)	25,000
Actual Volume (CFM)	25,000
Total External SP (in. wg)	0.25
Fan RPM	699
Operating Power (hp)	4.54
Elevation (ft)	105
Airstream Temp.(F)	70
Air Density (lb/ft3)	0.075
Drive Loss (%)	4.0
Tip Speed (ft/min)	7,680
Static Eff. (%)	23

Motor	
Motor Mounted	Yes
Size (hp)	7 1/2
Voltage/Cycle/Phase	460/60/3
Enclosure	ODP
Motor RPM	1725
Efficiency Rating	NEMA Premium
Windings	1
NEC FLA* (Amps)	11



- △ Operating Bhp point
- Operating point at Total External SP
- Fan curve
- - - System curve
- - - Brake horsepower curve

Sound Power by Octave Band

Sound Data	62.5	125	250	500	1000	2000	4000	8000	LwA	dBA	Sones
Inlet	94	96	92	90	87	83	80	75	92	81	35

Notes:

All dimensions shown are in units of in.
*NEC FLA, MCA and MOP are for reference only – based on tables 430.248 or 430.25 of National Electric Code 2020. Actual motor FLA may vary, for sizing thermal overload, consult factory.
MCA and MOP values shown only account for the motor, not accessories (damper actuator, field supplied VFD, etc).
LwA - A weighted sound power level, based on ANSI S1.4 dBA - A weighted sound pressure level, based on 11.5 dB attenuation per Octave band at 5 ft - dBA levels are not licensed by AMCA International
Sones - calculated using AMCA 301 at 5 ft
The motor provided on this fan is inverter ready and meets NEMA MG1 Part 31.4.4.2



Model: RBU-3L42-75

Propeller Upblast Belt Drive

Tags: EF-1 EF-2 EF-3

Standard Construction Features:

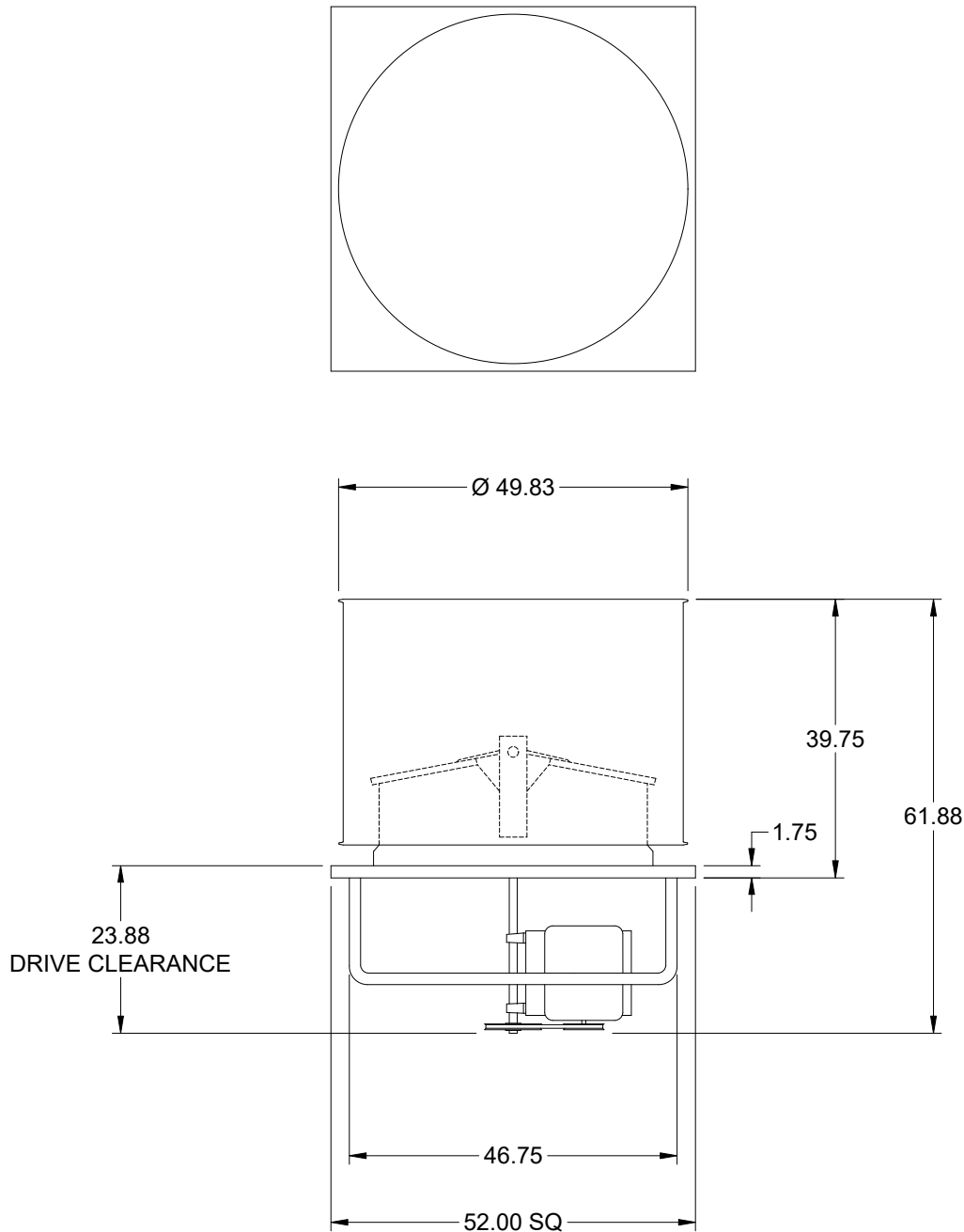
- Curb caps and drive frame assemblies of galv steel sizes 18 to 48, painted steel sizes 54 and 60 - Galvanized steel windband with built in damper stops - Butterfly dampers - Fabricated steel propeller - Ball bearing motors - Adjustable motor plate - Variable pitch motor pulley - Fan shaft mounted in pillow block bearings with grease zerks - Static free belts - Corrosion resistant fasteners

Selected Options & Accessories:

NEMA Premium Efficient Motor - meets NEMA Table 12-12
Motor VFD Rated without Shaft Grounding Protection
Motor with Thermal Overload
UL/cUL 705 Listed - "Power Ventilators"
Switch, NEMA-3R, Toggle,
Junction Box Mounted & Wired
Coated with Hi-Pro Polyester, Concrete Gray-RAL 7023, Fan And Attached Acc
Galvanized Construction
Steel Propeller
Aluminum Butterfly Damper
Damper Latches, Factory Installed
Bearings with Grease Fittings
Tie Down Points/Lifting Lugs, Factory Installed
Unit Warranty: 1 Yr (Standard)

Assembly Drawing

Type: Propeller Upblast Belt Drive



Notes: All dimensions shown are in units of in..

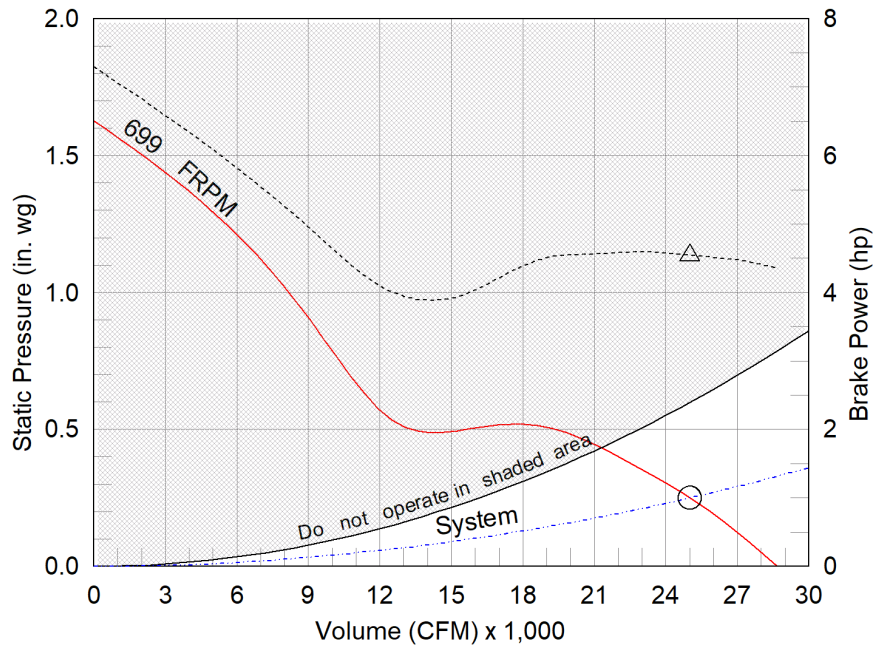
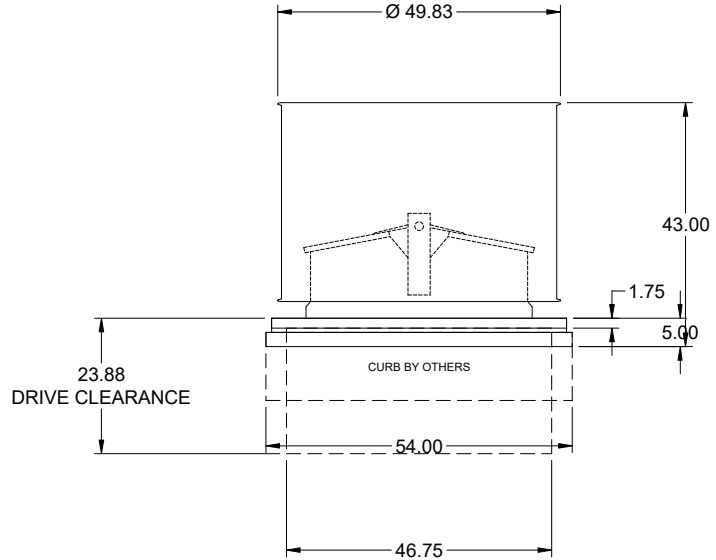
Model: RBU-3L42-75

Propeller Upblast Belt Drive

Dimensional	
Quantity	2
Weight w/o Acc's (lb)	452
Weight w/ Acc's (lb)	459
Max T Motor Frame Size	215
Roof Opening (in.)	48 x 48

Performance	
Requested Volume (CFM)	25,000
Actual Volume (CFM)	25,000
Total External SP (in. wg)	0.25
Fan RPM	699
Operating Power (hp)	4.54
Elevation (ft)	105
Airstream Temp.(F)	70
Air Density (lb/ft3)	0.075
Drive Loss (%)	4.0
Tip Speed (ft/min)	7,680
Static Eff. (%)	23

Motor	
Motor Mounted	Yes
Size (hp)	7 1/2
Voltage/Cycle/Phase	460/60/3
Enclosure	ODP
Motor RPM	1725
Efficiency Rating	NEMA Premium
Windings	1
NEC FLA* (Amps)	11



- △ Operating Bhp point
- Operating point at Total External SP
- Fan curve
- - - System curve
- - - Brake horsepower curve

Sound Power by Octave Band

Sound Data	62.5	125	250	500	1000	2000	4000	8000	LwA	dBA	Sones
Inlet	94	96	92	90	87	83	80	75	92	81	35

Notes:

All dimensions shown are in units of in.
*NEC FLA, MCA and MOP are for reference only – based on tables 430.248 or 430.25 of National Electric Code 2020. Actual motor FLA may vary, for sizing thermal overload, consult factory. MCA and MOP values shown only account for the motor, not accessories (damper actuator, field supplied VFD, etc).
LwA - A weighted sound power level, based on ANSI S1.4 dBA - A weighted sound pressure level, based on 11.5 dB attenuation per Octave band at 5 ft - dBA levels are not licensed by AMCA International
Sones - calculated using AMCA 301 at 5 ft
The motor provided on this fan is inverter ready and meets NEMA MG1 Part 31.4.4.2



Model: RBU-3L42-75

Propeller Upblast Belt Drive

Tags: EF-4 EF-5

Standard Construction Features:

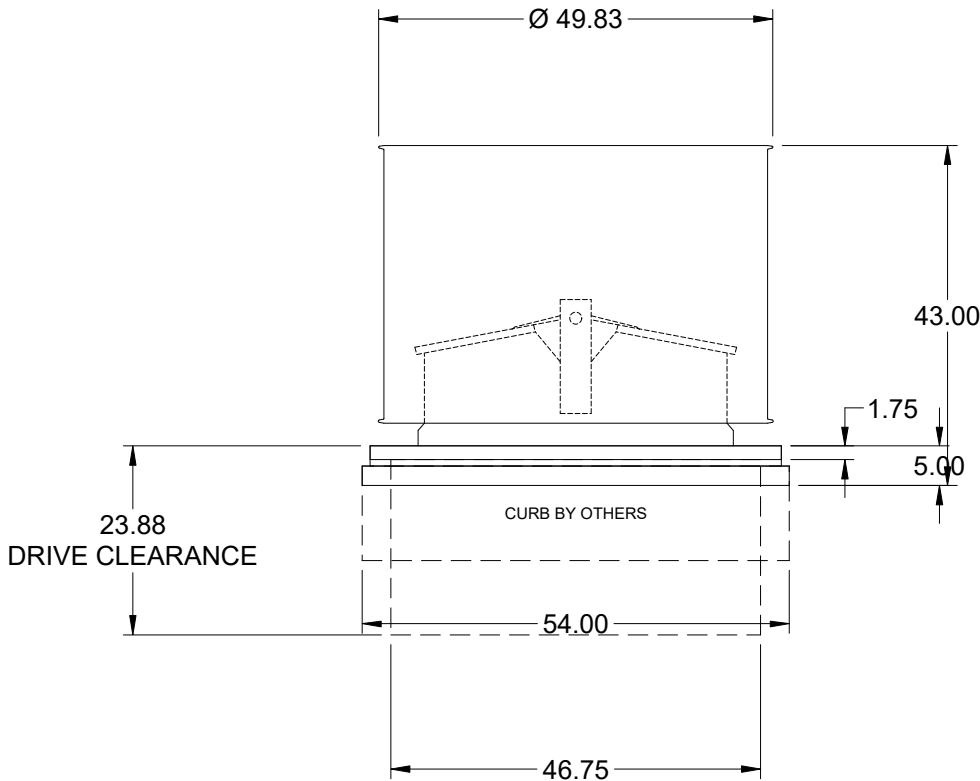
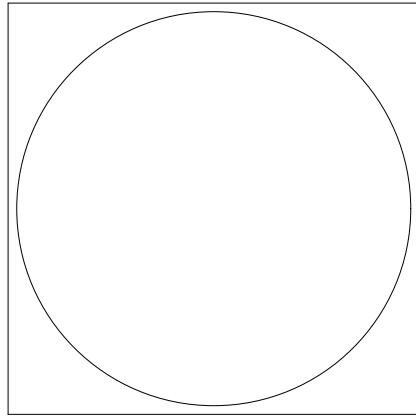
- Curb caps and drive frame assemblies of galv steel sizes 18 to 48, painted steel sizes 54 and 60 - Galvanized steel windband with built in damper stops - Butterfly dampers - Fabricated steel propeller - Ball bearing motors - Adjustable motor plate - Variable pitch motor pulley - Fan shaft mounted in pillow block bearings with grease zerks - Static free belts - Corrosion resistant fasteners

Selected Options & Accessories:

NEMA Premium Efficient Motor - meets NEMA Table 12-12
Motor VFD Rated without Shaft Grounding Protection
Motor with Thermal Overload
UL/cUL 705 Listed - "Power Ventilators"
Switch, NEMA-3R, Toggle,
Junction Box Mounted & Wired
Adapter-Galv., Curb Cap Adapted to 54 x 54 (Attached), Coated
Coated with Hi-Pro Polyester, Concrete Gray-RAL 7023, Fan And Attached Acc
Galvanized Construction
Steel Propeller
Aluminum Butterfly Damper
Damper Latches, Factory Installed
Bearings with Grease Fittings
Tie Down Points/Lifting Lugs, Factory Installed
Unit Warranty: 1 Yr (Standard)

Assembly Drawing

Type: Propeller Upblast Belt Drive



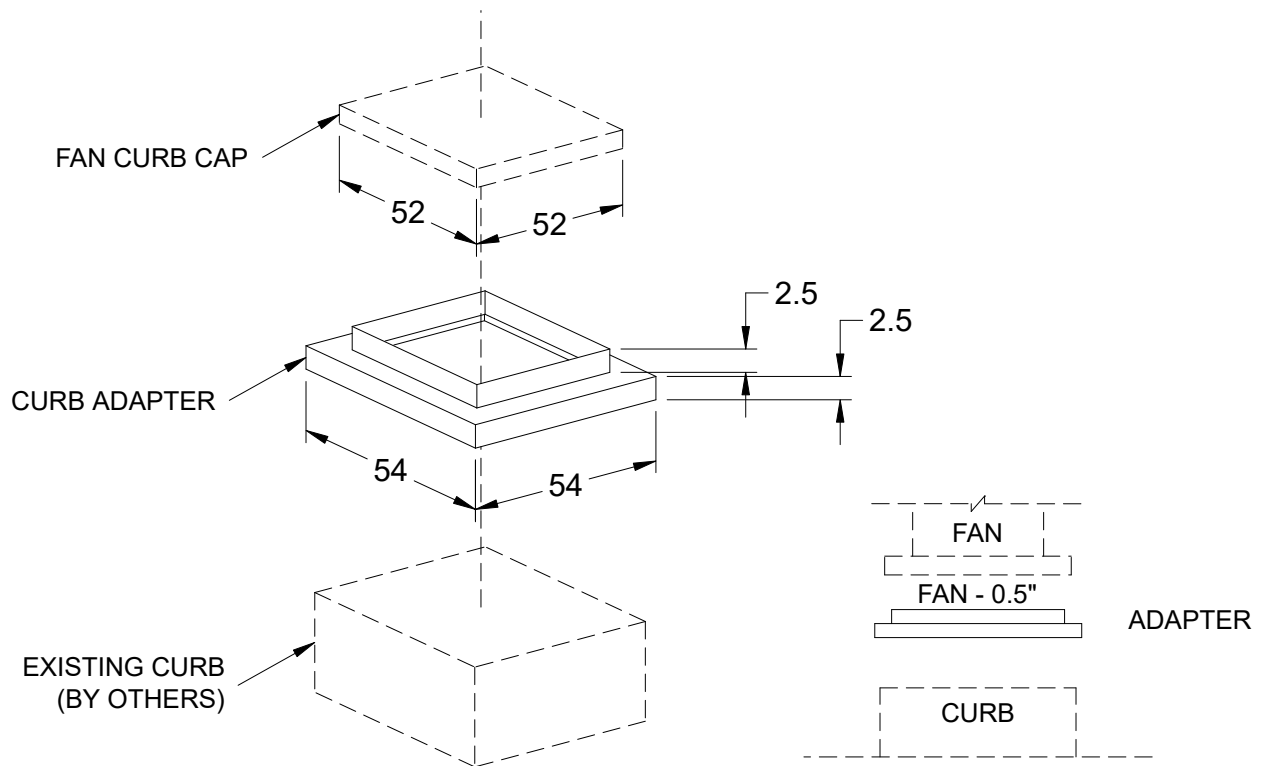
Notes: All dimensions shown are in units of in..

Curb Cap Adapter

Type: Adapter

Standard Construction Features:

Curb adapters are designed to adapt standard curb cap dimensions to non-standard curb sizes. Adapters may be constructed of either aluminum or galvanized steel. Curb reducers may reduce by a maximum of 10 in. and curb adapters may extend up to 20 in. beyond the standard curb cap size.



Notes: All dimensions shown are in units of in.

CONSTRUCTION RIDER

Work Order #2026-01

Exhaust Fan Replacement in the HSP Room _ Dyal

MASTER CONTRACT #R10-1166D

THIS CONSTRUCTION RIDER AGREEMENT (“Agreement”) is made and entered into this 14th day of October, 2025, between the **CITY OF COCOA**, a Florida municipal corporation (“City” or “Owner”) and **S-Works Construction Corporation** authorized to transact business in the State of Florida, with principal offices located at 360 W. Plant St., Ste. 203 Winter Garden, FL 34787, (“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 has entered into a contract with **Region 10 Education Service Center**, a public agency in the state of Texas, and said contract being identified as: **MASTER CONTRACT #R10-1166D** (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: **Region 10 Education Service Center** = City of Cocoa; **Region 10 Education Service Center** Code = Code of the City of Cocoa. Further, references to specifically identified **Region 10 Education Service Center** 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** Contractor Quote #Cocoa -25-003, and Exhibit 2 shall constitute a Work Order or Task Order.

Construction Rider

City of Cocoa and City of Cocoa and **S-Works Construction Corporation.**

TASK ORDER #2026-01 & Exhaust Fan Replacement in the HSP Room _ Dyal

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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 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 # Master Contract #**R10-1166D** Exhibits and Addenda
- iv. Supplemental Terms and Conditions
- v. General Terms and Conditions
- vi. Engineering Plans and Drawings, if any
- vii. Solicitation #R10-1166, March 28, 2024 and Region 10 Education Service Center (Region 10)
- 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 Twenty-Five Days (25) 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

Construction Rider

City of Cocoa and City of Cocoa and **S-Works Construction Corporation.**
TASK ORDER #2026-01 & Exhaust Fan Replacement in the HSP Room _ Dyal

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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.

Construction Rider

City of Cocoa and City of Cocoa and **S-Works Construction Corporation.**
TASK ORDER #2026-01 & Exhaust Fan Replacement in the HSP Room _ Dyal
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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 **one-hundred five thousand eight-eight dollars and sixty-one cents (\$105,088.61)** 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 (☒) 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

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, **Rachel Unruh, Chief of Maintenance** by email runruh@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

Construction Rider

City of Cocoa and City of Cocoa and **S-Works Construction Corporation.**

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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.

Construction Rider

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

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

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

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

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

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:

S-Works Construction Corporation

Stockton Whitten, City Manager
Or Michael Blake, Mayor


Chris Perry, Vice President Southeast Director

Date: _____

Date: 10/14/2025

ATTEST:

City Clerk



Construction Corporation

Cocoa/25/003

Exhaust Fan Replacement

Submitted By: S-Works Construction Corp.

02/24/2025 (Updated 9/30/2025)



S-WORKS CONSTRUCTION CORPORATION

Project: Cocoa Roof Top Exhaust Fan Replacement

Subject: Scope of Work - Qualifications and Assumptions

Date: 9/30/2025

I. General:

i. **Project Documents and General Notes:**

- i. S-Works Construction Corporation pricing is based upon the following:
 1. Scope of work emailed Rachel Unruh to Chris Perry.
 2. Site visit with Rachel Unruh and Chris Perry at 28400 FL-520, Christmas, FL 32709.
- ii. The City of Cocoa is responsible for coordinating all access to the site during construction, as needed.
- iii. Site visit with Rachel Unruh, Chris Perry and Jonathan Pollock.
- iv. Drawings and Specifications dated insert date here.
- ii. The city of Cocoa Beach is responsible for coordinating all access to the site during construction, as needed.

II. **Schedule**

- i. S-Works Construction Corporation will release a schedule after notice to proceed and material lead times are established.
- ii. S-Works Construction Corporation anticipates a total construction duration of (15) working days, or (2) weeks, weather dependent. If work is disrupted due to owner or building user, additional general conditions are subject to discussion.
- iii. Working hours on site are Monday – Friday, 7am – 4pm.

III. Qualifications and Clarifications

- i. S-Works has not included the costs for architectural or engineering design fees.
- ii. S-Works have not included US Citizen requirements, wage scale, or certified payroll.
- iii. S-Works is not responsible for code compliance issues on existing systems.
- iv. S-Works assumes there are no hazardous materials within our scope of work and excludes all hazardous work from this proposal.
- v. S-Works assumes normal site conditions and does not include allowances for unforeseen subsurface or structural conditions that may require additional work or materials.
- vi. S-Works assumes use of client utilities (i.e., water, power, etc.) is provided by client, and have not included the cost of supplying temporary utilities.
- vii. This proposal is valid for (45) days after the proposal delivery date listed on the cover page of this proposal. S-Works Construction reserves the right to revise and resubmit proposal scope and cost after (45) days.



S-WORKS CONSTRUCTION CORPORATION

IV. **Scope of Work Included in this Proposal:**

- i. Mobilization:
 - i. Delivery and staging of all equipment that will be used on the project.
 - ii. Place all construction signage as needed.
 - iii. Crane delivery.
- ii. Demolition:
 - i. Ensure the area is safe, following all lockout/ tagout procedures to disconnect power from the existing fans.
 - ii. S-Works to Demo Existing Roof Top Exhaust Fans (5).
 - iii. S-Works is responsible for the proper disposal of demolished Exhaust Fans.
- iii. New Construction:
 - i. Installation of new curb adaptor.
 - ii. S-Works to provide and install New Roof Top Exhaust Fans (5) that can be serviced from roof top.
 - iii. Install and reconnect all wiring for new fans.
 - iv. Testing of fans to be sure they are working correctly.
 - v. Remove debris from construction that took place on the roof.
 - vi. Clean construction debris created by S-Works from site.

V. **Price Summary:**

- i. Total price is \$105,088.61



Estimator: Elizabeth Galvin		Roof Top Exhaust Fan Replacement	
Division Summary (MF04)			
01 - General Requirements	\$32,377.38	26 - Electrical	\$3,825.00
02 - Existing Conditions		27 - Communications	
03 - Concrete		28 - Electronic Safety and Security	
04 - Masonry		31 - Earthwork	
05 - Metals		32 - Exterior Improvements	
06 - Wood, Plastics, and Composites		33 - Utilities	
07 - Thermal and Moisture Protection	\$2,767.50	34 - Transportation	
08 - Openings		35 - Waterway and Marine Transportation	
09 - Finishes		41 - Material Processing and Handling Equipment	
10 - Specialties		44 - Pollution Control Equipment	
11 - Equipment		46 - Water and Wastewater Equipment	
12 - Furnishings		48 - Electric Power Generation	
13 - Special Construction		Alternate	
14 - Conveying Equipment		Trades	
21 - Fire Suppression		Assemblies	
22 - Plumbing		FMR	
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	\$88,500.00	MF04 Total (Without totalling components)	\$127,469.88
25 - Integrated Automation			
Totalling Components			
Priced Line Items	\$127,469.88	Equalis - FL - NNH Coefficient (-7.1600%)	\$(8,104.64)
RSMean MELBOURNE, FL CCI 2024Q4, 88.80%	\$(14,276.63)	Nonpriced Line Items	
Material, Labor, and Equipment Totals (No Totalling Components)			
Material:	\$75,359.25		
Labor:	\$35,990.25	Total Priced Items:	15
Equipment:	\$16,120.38	Total Non-Priced Items:	0
Other:	\$0.00		
Laborhours:	272.66		15
Green Line Items:0	\$0.00		
			\$127,469.88
Grand Total			\$105,088.61

Estimator: Elizabeth GalvinRoof Top Exhaust Fan Replacement

Item	Description	UM	Quantity	Unit Cost	Total	Book
01 - General Requirements						
1	01-31-13-20-0280 Field personnel, superintendent, maximum Superintendent for entirety of the project.	Week	2.0000	\$4,225.00	\$8,450.00	RSM24FAC L, O&P
2	01-54-33-20-5300-3 Rent per week for rent truck dump 3 axle 16 ton, 12 C.Y. payload, 400 H.P. Truck to haul off the (5) exhaust units.	Ea.	1.0000	\$3,136.52	\$3,136.52	RSM24FAC E, O&P
3	01-54-33-60-3150-3 Rent per week for rent crane, self-propelled, 4x4, telescoping boom, 40 ton Crane to remove the exhaust units and install new ones.	Ea.	2.0000	\$4,220.43	\$8,440.86	RSM24FAC E, O&P
4	01-54-36-50-1500 Mobilization or demobilization, delivery charge for equipment, hauled on 40-ton capacity towed trailer Delivery of crane and pick-up of crane.	Ea.	2.0000	\$1,200.00	\$2,400.00	RSM24FAC L, E, O&P
5	01-54-36-50-1500 Mobilization or demobilization, delivery charge for equipment, hauled on 40-ton capacity towed trailer	Ea.	2.0000	\$1,200.00		RSM24FAC L, E, O&P
6	01-54-36-50-1600 Mobilization or demobilization, delivery charge for equipment, hauled on 50-ton capacity towed trailer Mobilization for dump truck and drop off of dump truck.	Ea.	2.0000	\$3,775.00	\$7,550.00	RSM24FAC L, E, O&P
01 - General Requirements Total					\$29,977.38	
07 - Thermal and Moisture Protection						
7	07-65-10-10-0030 Sheet metal flashing, aluminum, flexible, mill finish, .016" thick, including up to 4 bends Curbing adaptor and flashing to be installed over curbing on each unit. 90°5 = 450.00	S.F.	450.0000	\$6.15	\$2,767.50	RSM24FAC M, L, O&P
07 - Thermal and Moisture Protection Total					\$2,767.50	
23 - Heating, Ventilating, and Air-Conditioning (HVAC)						
8	23-05-05-10-1760 Exhaust system, components, selective demolition	System	0.0000	\$112.00		RSM24FAC L, O&P
9	23-05-05-10-1770 Exhaust system, weld fume hood, selective demolition	Ea.	0.0000	\$45.00		RSM24FAC L, O&P
10	23-05-05-10-2124 Fans, 1-1/2 thru 10 HP or 20,000 CFM, selective demolition	Ea.	0.0000	\$305.00		RSM24FAC L, O&P
11	23-34-16-10-7280 Fans, roof exhauster, centrifugal, aluminum housing, bird screen, back draft damper, V belt drive, 1/4" S.P., 13,760 CFM, 12" galvanized curb, 35" sq. damper This fan to match specs put forth by client.	Ea.	5.0000	\$5,700.00	\$28,500.00	RSM24FAC M, L, O&P
12	23-34-16-10-7300 Fans, roof exhauster, centrifugal, aluminum housing, bird screen, back draft damper, V belt drive, 1/4" S.P., 20,558 CFM, 12" galvanized curb, 43" sq. damper	Ea.	5.0000	\$12,000.00	\$60,000.00	RSM24FAC M, L, O&P
13	23-34-16-10-7300 Fans, roof exhauster, centrifugal, aluminum housing, bird screen, back draft damper, V belt drive, 1/4" S.P., 20,558 CFM, 12" galvanized curb, 43" sq. damper	Ea.	0.0000	\$12,000.00		RSM24FAC M, L, O&P

Estimator: Elizabeth Galvin

Roof Top Exhaust Fan Replacement

23 - Heating, Ventilating, and Air-Conditioning (HVAC)						
Item	Description	UM	Quantity	Unit Cost	Total	Book
23 - Heating, Ventilating, and Air-Conditioning (HVAC) Total						
26 - Electrical						
14	26-05-19-90-1300 Wire, copper, stranded, 600 volt, #8, type THWN-THHN, normal installation conditions in wireway, conduit, cable tray Wiring need for new exhaust fan units.	C.L.F.	5.0000	\$185.00	\$925.00	RSM24FAC M, L, O&P
15	26-28-16-20-4510 Safety switches, heavy duty, 3 pole, fusible, 240 volt, 30 amp, NEMA 3R Switches for new units.	Ea.	5.0000	\$580.00	\$2,900.00	RSM24FAC M, L, O&P
26 - Electrical Total					\$3,825.00	

Estimate Grand Total 105,088.61

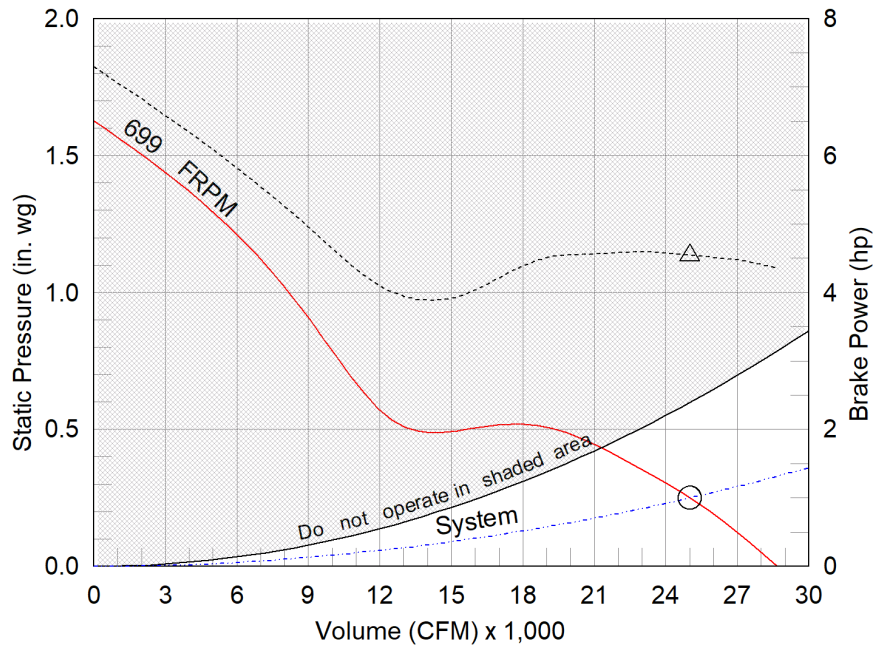
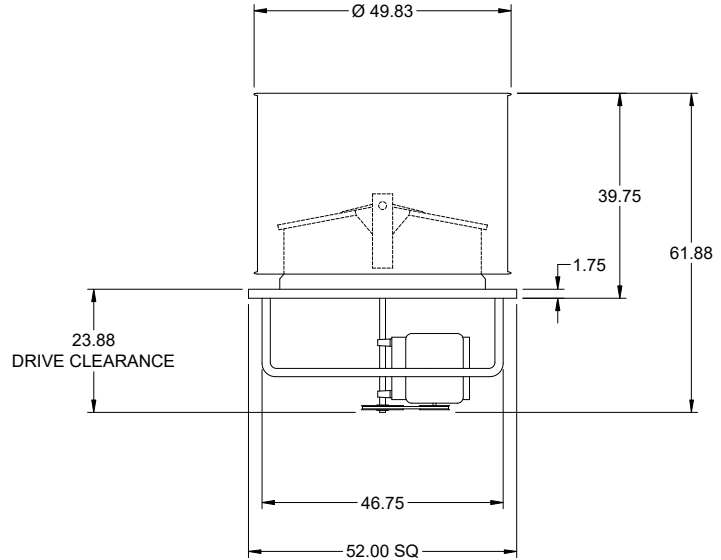
Model: RBU-3L42-75

Propeller Upblast Belt Drive

Dimensional	
Quantity	3
Weight w/o Acc's (lb)	452
Weight w/ Acc's (lb)	459
Max T Motor Frame Size	215
Roof Opening (in.)	48 x 48

Performance	
Requested Volume (CFM)	25,000
Actual Volume (CFM)	25,000
Total External SP (in. wg)	0.25
Fan RPM	699
Operating Power (hp)	4.54
Elevation (ft)	105
Airstream Temp.(F)	70
Air Density (lb/ft3)	0.075
Drive Loss (%)	4.0
Tip Speed (ft/min)	7,680
Static Eff. (%)	23

Motor	
Motor Mounted	Yes
Size (hp)	7 1/2
Voltage/Cycle/Phase	460/60/3
Enclosure	ODP
Motor RPM	1725
Efficiency Rating	NEMA Premium
Windings	1
NEC FLA* (Amps)	11



- △ Operating Bhp point
- Operating point at Total External SP
- Fan curve
- - - System curve
- - - Brake horsepower curve

Notes:

All dimensions shown are in units of in.
*NEC FLA, MCA and MOP are for reference only – based on tables 430.248 or 430.25 of National Electric Code 2020. Actual motor FLA may vary, for sizing thermal overload, consult factory.
MCA and MOP values shown only account for the motor, not accessories (damper actuator, field supplied VFD, etc).
LWA - A weighted sound power level, based on ANSI S1.4 dBA - A weighted sound pressure level, based on 11.5 dB attenuation per Octave band at 5 ft - dBA levels are not licensed by AMCA International
Sones - calculated using AMCA 301 at 5 ft
The motor provided on this fan is inverter ready and meets NEMA MG1 Part 31.4.4.2



Sound Power by Octave Band

Sound Data	62.5	125	250	500	1000	2000	4000	8000	LwA	dBA	Sones
Inlet	94	96	92	90	87	83	80	75	92	81	35

Model: RBU-3L42-75

Propeller Upblast Belt Drive

Tags: EF-1 EF-2 EF-3

Standard Construction Features:

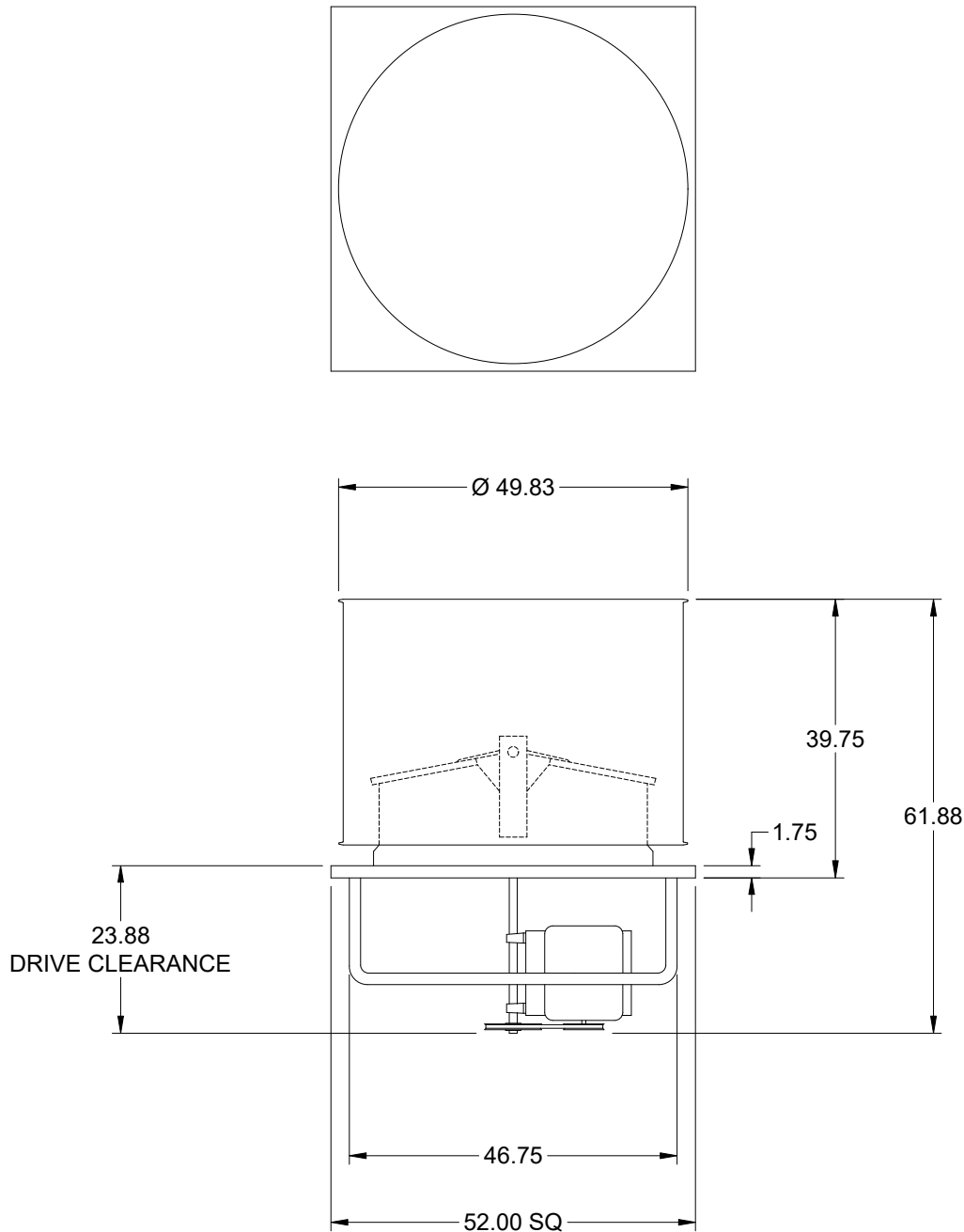
- Curb caps and drive frame assemblies of galv steel sizes 18 to 48, painted steel sizes 54 and 60 - Galvanized steel windband with built in damper stops - Butterfly dampers - Fabricated steel propeller - Ball bearing motors - Adjustable motor plate - Variable pitch motor pulley - Fan shaft mounted in pillow block bearings with grease zerks - Static free belts - Corrosion resistant fasteners

Selected Options & Accessories:

NEMA Premium Efficient Motor - meets NEMA Table 12-12
Motor VFD Rated without Shaft Grounding Protection
Motor with Thermal Overload
UL/cUL 705 Listed - "Power Ventilators"
Switch, NEMA-3R, Toggle,
Junction Box Mounted & Wired
Coated with Hi-Pro Polyester, Concrete Gray-RAL 7023, Fan And Attached Acc
Galvanized Construction
Steel Propeller
Aluminum Butterfly Damper
Damper Latches, Factory Installed
Bearings with Grease Fittings
Tie Down Points/Lifting Lugs, Factory Installed
Unit Warranty: 1 Yr (Standard)

Assembly Drawing

Type: Propeller Upblast Belt Drive



Notes: All dimensions shown are in units of in..

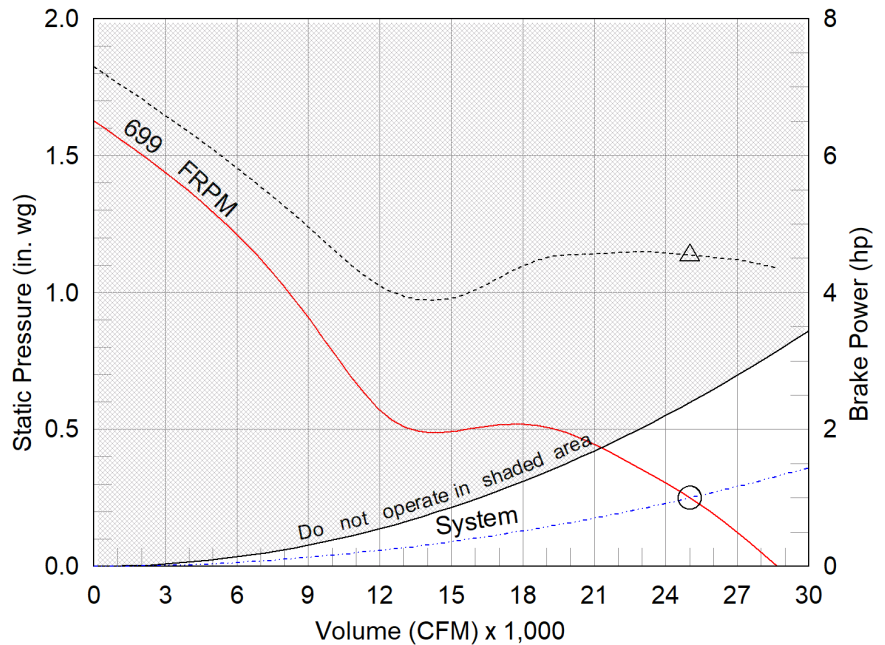
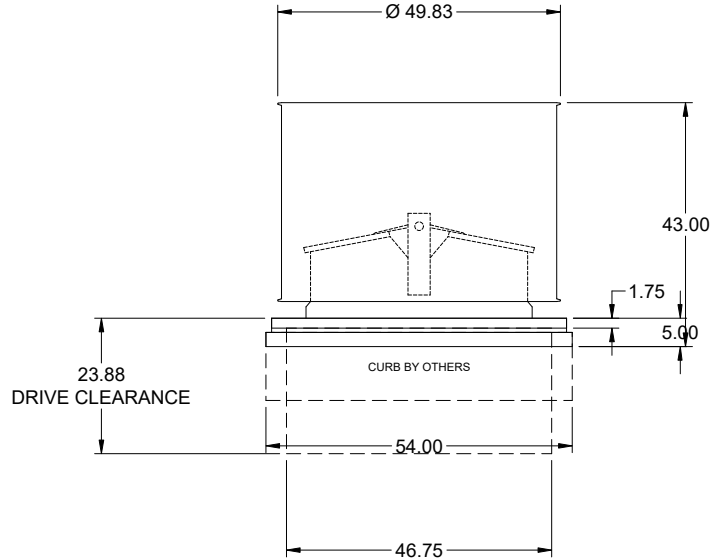
Model: RBU-3L42-75

Propeller Upblast Belt Drive

Dimensional	
Quantity	2
Weight w/o Acc's (lb)	452
Weight w/ Acc's (lb)	459
Max T Motor Frame Size	215
Roof Opening (in.)	48 x 48

Performance	
Requested Volume (CFM)	25,000
Actual Volume (CFM)	25,000
Total External SP (in. wg)	0.25
Fan RPM	699
Operating Power (hp)	4.54
Elevation (ft)	105
Airstream Temp.(F)	70
Air Density (lb/ft3)	0.075
Drive Loss (%)	4.0
Tip Speed (ft/min)	7,680
Static Eff. (%)	23

Motor	
Motor Mounted	Yes
Size (hp)	7 1/2
Voltage/Cycle/Phase	460/60/3
Enclosure	ODP
Motor RPM	1725
Efficiency Rating	NEMA Premium
Windings	1
NEC FLA* (Amps)	11



- △ Operating Bhp point
- Operating point at Total External SP
- Fan curve
- - - System curve
- - - Brake horsepower curve

Sound Power by Octave Band

Sound Data	62.5	125	250	500	1000	2000	4000	8000	LwA	dBA	Sones
Inlet	94	96	92	90	87	83	80	75	92	81	35

Notes:

All dimensions shown are in units of in.
*NEC FLA, MCA and MOP are for reference only – based on tables 430.248 or 430.25 of National Electric Code 2020. Actual motor FLA may vary, for sizing thermal overload, consult factory. MCA and MOP values shown only account for the motor, not accessories (damper actuator, field supplied VFD, etc).
LwA - A weighted sound power level, based on ANSI S1.4 dBA - A weighted sound pressure level, based on 11.5 dB attenuation per Octave band at 5 ft - dBA levels are not licensed by AMCA International
Sones - calculated using AMCA 301 at 5 ft
The motor provided on this fan is inverter ready and meets NEMA MG1 Part 31.4.4.2



Model: RBU-3L42-75

Propeller Upblast Belt Drive

Tags: EF-4 EF-5

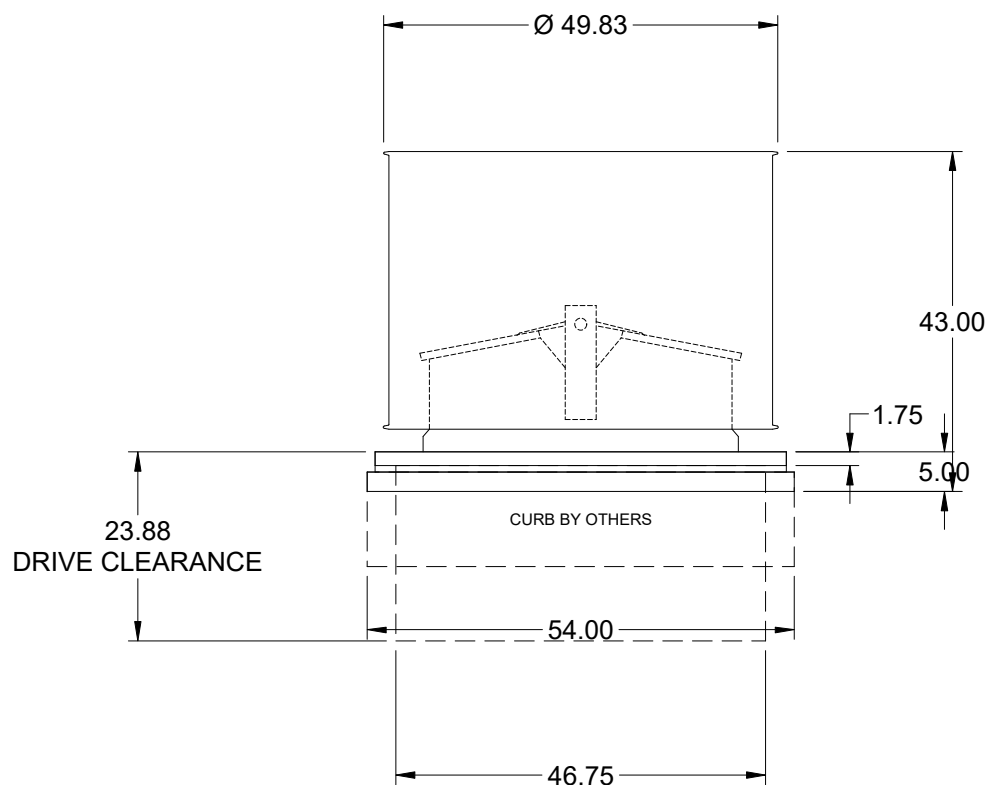
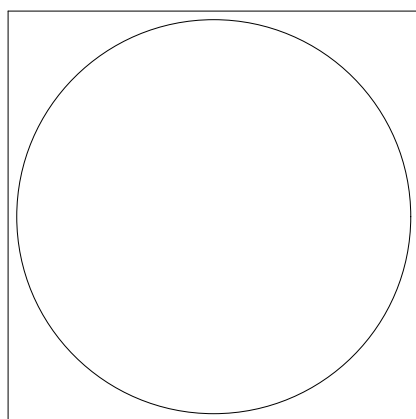
Standard Construction Features:

- Curb caps and drive frame assemblies of galv steel sizes 18 to 48, painted steel sizes 54 and 60 - Galvanized steel windband with built in damper stops - Butterfly dampers - Fabricated steel propeller - Ball bearing motors - Adjustable motor plate - Variable pitch motor pulley - Fan shaft mounted in pillow block bearings with grease zerks - Static free belts - Corrosion resistant fasteners

Selected Options & Accessories:

NEMA Premium Efficient Motor - meets NEMA Table 12-12
Motor VFD Rated without Shaft Grounding Protection
Motor with Thermal Overload
UL/cUL 705 Listed - "Power Ventilators"
Switch, NEMA-3R, Toggle,
Junction Box Mounted & Wired
Adapter-Galv., Curb Cap Adapted to 54 x 54 (Attached), Coated
Coated with Hi-Pro Polyester, Concrete Gray-RAL 7023, Fan And Attached Acc
Galvanized Construction
Steel Propeller
Aluminum Butterfly Damper
Damper Latches, Factory Installed
Bearings with Grease Fittings
Tie Down Points/Lifting Lugs, Factory Installed
Unit Warranty: 1 Yr (Standard)

Type: Propeller Upblast Belt Drive

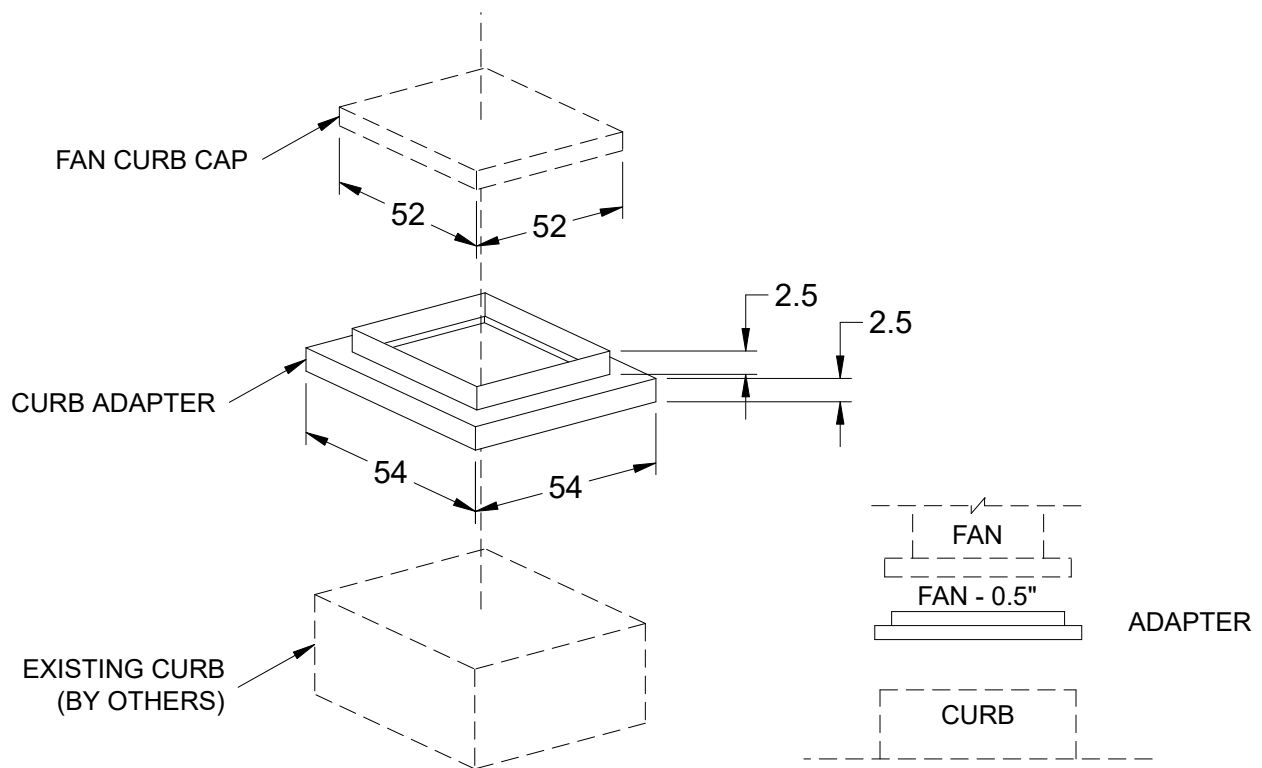
Page 3 of 4
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Curb Cap Adapter

Type: Adapter

Standard Construction Features:

Curb adapters are designed to adapt standard curb cap dimensions to non-standard curb sizes. Adapters may be constructed of either aluminum or galvanized steel. Curb reducers may reduce by a maximum of 10 in. and curb adapters may extend up to 20 in. beyond the standard curb cap size.



Notes: All dimensions shown are in units of in.



November 1, 2024

To: All Departments

Subject: Approved use of Equalis Group contract R10-1166D

The Purchasing Division has reviewed Equalis Group contract R10-1166D with S-Works Construction Corporation for Job Order Contracting and has confirmed that the terms are acceptable for Departmental use through its expiration of June 30, 2027 with possible extensions through June 30, 2029. Construction agreements and purchase orders issued prior to this date will remain in effect for the agreed period.

Equalis Group is a Public Sector purchasing cooperative which delivers compliant, publicly procured cooperative agreements. Equalis Group partners with two primary Lead Agencies, Region 10 Education Service Center (Region 10) in Texas and The Cooperative Council of Governments (CCOG) in Ohio to conduct competitive procurements which are then made available to all public agencies.

Region 10 Education Service Center (Region 10), issued RFP #R10-1166 for Job Order Contracting (JOC) (2024 Rebid) on March 28, 2024 and subsequently entered into Contract #R10-1166D with S-Works Construction Corporation (S-Works).

Additional information regarding the procurement process and contract award can be found on the [S-Works page](#) at the Equalis Group website, including the S-Works products and services available through the Master Agreement, RFP and scoring documents, the Master Agreement between Region 10 and S-Works, and pricing/discount model.

Job order contracting (JOC) is a project delivery method that allows organizations to efficiently manage numerous, smaller construction projects through a single, long-term contract. Instead of bidding each project individually, JOC establishes pre-determined unit prices for common construction tasks. This streamlines the process, reduces administrative costs, and enables faster project completion. JOC is commonly used for maintenance, repairs, renovations, and minor construction projects.

The contractor will utilize the [RSMeans](#) job books as a comprehensive tool for estimating project costs. By breaking down construction projects into specific tasks and providing detailed cost information for labor, materials, and equipment. The Contractor will provide a project estimate derived from the job book to determine unit costs for various construction activities, adjust for local market conditions, and calculate overall project expenses. This ensures that bids are competitive and profitable while providing clients with transparent cost breakdowns.

Departments wishing to utilize this contract must first reach out to the Purchasing Division with the project scope and good faith estimate for construction. The Purchasing Division will then issue a job order number and provide a draft "Construction Rider" document.

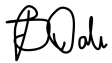
The Department will then contact the Contractor using the contract information provided below:

Chris Perry
Vice President
Director of Southeast
(843) 813-6558
Orlando, Florida
cperry@sworksconstruction.com
<http://www.sworksconstruction.com>

The Contractor will schedule a site visit with the Department Project Manager to put together the project requirements. If the Contractor's capabilities and estimated costs are acceptable to the Department, the Department will then complete the Construction Rider which will set the terms and conditions of the project such as the cost and schedule.

The Contractor must accept the Terms and Conditions issued along with the Construction Rider. If the project is greater than \$200,000 a performance and payment bond is also required by law. If the project cost is greater than the City Manager's purchasing authority, the department must 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. Master Contract R10-1166D
https://equalisgroup.org/wp-content/uploads/2024/07/Agreement-S-Works-Region-10-JOC-Master_Redacted.pdf
2. Award Letter
<https://equalisgroup.org/wp-content/uploads/2024/07/RFP-Region-10-JOC-Award-Letter-S-Works.pdf>
3. Agency Scoring Results
<https://equalisgroup.org/wp-content/uploads/2024/07/RFP-Region-10-JOC-Bid-Tabulation-2.pdf>
4. Contractor Submittal
https://equalisgroup.org/wp-content/uploads/2024/07/RFP-Region-10-JOC-RFP-Response-S-Works_Redacted.pdf

HUMAN TRAFFICKING AFFIDAVIT

1. I am over the age of 18 and I have personal knowledge of the matters set forth except as otherwise set forth herein.
2. I currently serve as Vice President (Role) of S-Works Construction Corporation (Company).
3. S-Works Construction Corporation (Company) does not use coercion for labor or services, as those terms are defined in Florida Statute 787.06.
4. This declaration is made pursuant to Florida Statute 92.525. I understand that making a false statement in this declaration may subject me to criminal penalties.

Under penalties of perjury, I Christopher Perry, Vice President (Signatory Name and Title),
declare that I have read the foregoing Human Trafficking Affidavit and that the facts stated in it are true.

Further Affiant sayeth naught.

COMPANY

S-Works Construction Corporation

NAME OF BUSINESS ENTITY

Christopher Perry

Digitally signed by Christopher Perry
DN: C=US, E=cperry@sworksconstruction.com, O=S-Works
Construction Corp, OU=Vice President, CN=Christopher Perry
Reason: I am approving this document
Date: 2025.10.14 14:23:32-04'00'

SIGNATURE

Christopher Perry, Vice President

TYPE NAME AND TITLE



S-WOCON-01

JGENCEL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/14/2025

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 Insurance Partners, LLC 32 West Rd Ste 200B Towson, MD 21204-2320	CONTACT NAME: Boyd Martin	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS: bmartin@insurancepartnersllc.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Erie Insurance Company	
	INSURER B : Erie Insurance Exchange	
INSURED S-Works Construction Corp 212 E. Market Street Leesburg, VA 20176	NAIC # 26263	
	INSURER C : Insurance Company of the West	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			Q61-0534760	3/1/2025	3/1/2026	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			Q03-0140844	3/1/2025	3/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$			Q27-0173885	3/1/2025	3/1/2026	EACH OCCURRENCE \$ 5,000,000
							AGGREGATE \$ 5,000,000
							\$
							\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N ☐ N / A If yes, describe under DESCRIPTION OF OPERATIONS below			WMD 5080908 00	11/8/2024	11/8/2025	☒ PER STATUTE ☐ OTH-ER
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Cocoa is included as an additional insured with respect to General Liability per endorsement CG2038, when required by written contract or agreement, 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 <i>Rehmad H Bayly</i>

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS FOR OTHER PARTIES WHEN REQUIRED IN WRITTEN CONSTRUCTION AGREEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured described above:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph 1. above are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "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:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:

- a. 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
- b. 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.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph **A.1.**; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

RESOLUTION NO. 2025-090

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA; AUTHORIZING THE CITY MANAGER TO APPROVE AND EXECUTE CHANGE ORDERS TO THE PRIMARY CONSTRUCTION CONTRACT AND ANY ADDITIONAL SERVICE CONTRACTS RELATED TO THE COMPLETION OF THE PROJECT REGARDING THE REPLACEMENT HSP#1 EXHUAUST FAN/#CA2602 IN AN AMOUNT NOT TO EXCEED THE TOTAL AMOUNT BUDGETED FOR THE PROJECT BY THE CITY COUNCIL INCLUSIVE OF \$10,411.39 CONTINGENCY SET ASIDE FOR THE PROJECT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, section 2-4 of the City Code provides that with respect to construction contracts approved by the City Council, the City Council may authorize by resolution the City Manager to approve change orders to the primary construction contract and any additional service contracts related to the completion of the construction project authorized by the City Council in excess of the spending authority limits under this section provided the amount is within the unexpended construction budget approved by the City Council for the project including any contingency funds approved by the City Council for said contract; and

WHEREAS, on December 9th,2025, the City Council authorized the City Manager to proceed with the Replacement HSP#1 Exhaust Fan/#CA2602, subject to certain terms and conditions and budget adjustments approved by the City Council; and

WHEREAS, in conjunction with this authorization, the City Council desires to streamline the approval of change orders and any additional service contracts to the extent necessary in order to expedite the construction of the project; and

WHEREAS, the City Council deems it to be in the best interest of the City of Cocoa to authorize the City Manager to approve the aforementioned change orders and any additional service contracts consistent with the terms of this Resolution and Section 2-4 of the City Code even if said amounts exceed the City Manager's general spending authority approved by the City Council.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COCOA, as follows:

SECTION 1.

(A) Pursuant to Section 2-4 of the City Code, the City Manager is hereby authorized to approve any change orders to the primary construction contract and any additional service contracts related to the construction project regarding the Replacement HSP#1 Exhaust Fan/#CA2602, provided the total amount of approved change orders and any additional service contracts do not cause the construction budget to exceed the total \$115,500.00 budgeted by the City Council for the project inclusive of \$10,411.39 contingency amount set aside for the project. This grant of spending authority shall be interpreted and construed in accordance with the provisions of Section 2-4 of the City Code.

(B) Pursuant to Section 2-4 of the City Code, the City Manager shall also provide notice of any such approved change orders and any additional service contracts to the City Council in the form of an agenda item at the next scheduled City Council meeting or as soon as practicable thereafter.

SECTION 2. All prior resolutions or prior resolutions inconsistent with this resolution are hereby repealed to the extent of the conflict.

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on December 9th, 2025.

Michael C. Blake, Mayor

ATTEST:

Monica Arsenault, CMC, City Clerk

CITY COUNCIL AGENDA ITEM

Memo Date: November 20, 2025
Agenda Date: December 9, 2025
File ID: 2025-1142
Prepared By: Frank Mirabito
Through: Abigail Morgan, Public Works Director
Requested Action: Approve Task Order #2026-09 with Myra Planning and Design for the development of multimodal transportation and land use plans and designs for the Brightline Multimodal Station District in the amount of \$372,871, utilizing the Continuing Service Agreement Q-23-01-COC. Approve a contingency amount of \$32,000, bringing the total authorized project cost to \$404,871. Further, approve a Resolution Amending the FY26 Budget (BAF #26-027-A) and a Project Contingency Resolution. Authorize the City Manager to approve change orders within the approved contingency amount.

BACKGROUND:

In 2024, Brightline announced that the City of Cocoa would be the location of its next passenger rail station along the Orlando-to-Miami corridor. Since that announcement, the City and Brightline have worked collaboratively to secure funding and build support for this transformative infrastructure project. To formalize the partnership, a Memorandum of Understanding (MOU) between the City of Cocoa and Brightline was approved by City Council on July 8, 2025, establishing a cooperative framework for pursuing funding, design, permitting, and construction of the Cocoa Multimodal Passenger Rail Station.

To support this effort, staff recommends approval of Task Order #2026-09 with Myra Planning and Design in the amount of \$372,870.88, with an additional contingency of \$32,000, bringing the total project authorization to \$404,870.88. The work will be performed under the City's Continuing Services Agreement (RFQ #23-01-COC).

Under this task order, Myra Planning and Design will develop a comprehensive Multimodal Station District Plan, including associated land use and zoning amendments. The scope of work includes:

Evaluation of traffic operational improvements related to the station's development

- Assistance with identifying and pursuing federal and state grant opportunities
- A parking study to support station access and capacity
- Transportation planning to improve connectivity between State Roads 501 and 524 and the station
- Development of a multimodal transportation plan and related transit options
- Representation of the City in coordination with key stakeholders, including FDOT,

SCTPO, FRA, FEC, and Brightline

This is a time-sensitive request to meet critical grant application deadlines. Staff recommends approval of the task order, the associated Budget Resolution and Budget Amendment Form (BAF #26-027-A), and the Project Contingency Resolution, and further recommends authorizing the City Manager to approve change orders within the approved contingency amount.

PRIORITY AREA CONNECTION:

Investment in Public Infrastructure

BUDGETARY IMPACT:

Budgeted? Yes/**No**

If not budgeted, is amendment / **transfer attached?**

Source/Use of Funds

<u>Account Number</u>	<u>Amount</u>
001-0000-389.99-50	\$404,871BLTS25
001-1905-559.31-00	\$404,871 BLTS25

Contract Amount \$372,871

Contingency Amount \$32,000

PREVIOUS ACTION:

On July 8, 2025 Council approved entering into a Memorandum of Understanding with Brightline to work together to pursue funding, design and permitting of a new train station.

RECOMMENDED MOTION:

Approve Task Order #2026-09 with Myra Planning and Design for the development of multimodal transportation and land use plans and designs for the Brightline Multimodal Station District in the amount of \$372,871, utilizing the Continuing Service Agreement Q-23-01-COC. Approve a contingency amount of \$32,000, bringing the total authorized project cost to \$404,871. Further, approve a Resolution Amending the FY26 Budget (BAF #26-027-A) and a Project Contingency Resolution. Authorize the City Manager to approve change orders within the approved contingency amount.

Task Order Request Form

P-Form 2021.09 Revised
07/14/2023

Traffic Engineering Services

2026-09

Name of CSA (Continuing Service Agreement)

TASK ORDER NUMBER

Date: 12/01/25 City Bid Number: Q-23-01-COC-T1 AMOUNT: \$ 372,870.88
Vendor Name: Myra Planning and Development Quote/Proposal Number: 32.301.25.006
Dept. Number/Division Name: 3580 / Capital Projects
Project Name: Train Station District Project Number: BL25TS

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

Myra Planning and Design will develop a new multimodal train station district with related planning and zoning amendments as well as a station area schematic design consistent with the elements from the Continuing Services RFQ # 23-01-COC.

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)

Frank Mirabito Digitally signed by Frank Mirabito
Date: 2025.12.01 09:17:53 -05'00'
Requestor

Abigail Morgan Digitally signed by Abigail Morgan
Date: 2025.12.01 09:30:02 -05'00'
Department Director

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

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

Reason
Disapproved:

Brian Dale Digitally signed by Brian Dale
Date: 2025.12.01 11:08:46 -05'00'
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@cocoaf1.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@cocoaf1.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@cocoaf1.org.
- 6) Purchasing logs, the Task Order in the database and forwards fully executed Task Order and all supporting documentation back to Requestor.

**City of Cocoa Public Works Department
Brightline Station Design and Station District Multimodal Land Use Plan
MP+D Project # 32.301.25.006**

Section A Background

The City of Cocoa (City) will retain the services of Myra Planning and Design, LLC (Consultant) to develop multimodal transportation and land use plans and designs, including transit and transit-supportive options, for site improvements planned at the Cocoa Brightline Station (Project). The purpose of this effort is to support the City's coordination with Brightline and partner agencies on the impact of the proposed Brightline station on city-owned property, initiate preliminary engineering of for the proposed station, and establish a phased land use planning and design process that sets a long-term vision for the Station District.

This work will:

- Support the City's grant funding by initiating preliminary design of the station by choosing the preferred configuration and confirming major technical assumptions.
- Review existing land use and zoning frameworks.
- Develop transit and transit-supportive zoning and land use updates.
- Set a long-term vision for the future Station District.

For the purposes of the agreement, the professional services associated with the work for the Brightline Station Design and Station District Multimodal Land Use Plan and will be referred to as the Project. The design plans, Phase 1 of this Project, includes the area shown in Figure 1. The land use plans, Phase 2 of this Project, includes the area shown in Figure 2.

Phase 1 – Station Design: The Station Design study area includes approximately +/- 53.29 acres and includes five parcels owned and controlled by either the City or Brightline and one section of unidentified right-of-way. These parcels include the following:

1. Brightline Trains-Florida Inc., Brevard County Account 2413482 (3.73 ac)
2. Brightline Trains-Florida Inc., Brevard County Account 2413485 (2.13 ac)
3. Brightline Trains-Florida Inc., Brevard County Account 2413497 (3.00 ac)
4. Brightline Trains-Florida Inc., Brevard County Account 2413493 (16.97 ac)
5. City of Cocoa, Brevard County Account 2413498 (25.77 ac)
6. Unidentified right of way (1.69 ac)

Phase 2 – Station District Multimodal Land Use Plan and Concept: The Station District study area includes approximately +/- 90.19 acres and includes nine parcels owned and controlled by either the City or Brightline and one section of unidentified right-of-way. These parcels include the following:

1. Brightline Trains-Florida Inc., Brevard County Account 2413482 (3.73 ac)
2. Brightline Trains-Florida Inc., Brevard County Account 2413485 (2.13 ac)
3. Brightline Trains-Florida Inc., Brevard County Account 2413497 (3.00 ac)
4. Brightline Trains-Florida Inc., Brevard County Account 2413493 (16.97 ac)
5. Brightline Trains-Florida Inc., Brevard County Account 2413484 (11.81 ac)
6. Brightline Trains-Florida Inc., Brevard County Account 2443755 (7.29 ac)
7. City of Cocoa, Brevard County Account 2413498 (25.77 ac)
8. City of Cocoa, Brevard County Account 2413494 (2.08 ac)
9. City of Cocoa, Brevard County Account 2413495 (15.72 ac)
10. Unidentified right of way (1.69 ac)

Upon receipt of a Notice to Proceed, the Consultant will provide the following services.

Section B Scope of Services

Phase 1 – Station Schematic Design

1.0 Project Administration and Coordination

The Consultant will serve as the Prime Consultant and Project Manager responsible for overall project coordination and communication, managing subconsultant scopes, budgets, and deliverables, and organizing field visits and coordination meetings. This task includes coordination with City of Cocoa departments, utility companies, Brightline Florida, St Johns River Water Management District (SJRWMD), Florida Department of Transportation (FDOT), Space Coast TPO (SCTPO), Space Coast Area Transit (SCAT), Port Canaveral, and other agencies.

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 three online and two in person meetings will be required for this task. The meetings may include:

- Scoping Meeting – in person
- Cocoa Station Field Visit – in person
- Property Owners Coordination Meeting – online
- Agency Coordination Meeting – online
- Review Meeting – online

Deliverables: Meeting summaries will be provided for each coordination meeting.

2.0 Data Collection

2.1 Review of Existing Plans

The Consultant will review studies, station plans, grant applications, and reference materials relevant to the proposed Station Design. This review will include available Brightline Cocoa station project documents, City of Boca Raton station documents, FDOT easements, and SJWMD permitting information. The objective of this task is to narrow alternatives, choose the preferred station configuration, and confirm major technical assumptions.

2.2 Cocoa Station 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.

Deliverable: The information gathered will be used to inform Station Design.

3.0 Traffic and Multimodal Demand Assessment

The Consultant shall perform a traffic and multimodal circulation assessment to support the development of the site concept. This task includes evaluating projected travel demand associated with the Brightline station: auto trips, bus activity, shuttle operations, pick-up/drop-off

volumes, micromobility options, bicycle access, and pedestrian flows. The Consultant shall review available ridership projections and adjacent land-use conditions to estimate the number of parking spaces, loading zones, staging areas, ride-hail areas, and bus bays needed to support station operations. This assessment will also identify required internal circulation elements such as drop-off/pick-up lanes, multimodal connections, bus/shuttle zones, pedestrian crossings, bicycle access points, and parking for cars, bicycles, and micromobility. This task will provide planning-level recommendations and design criteria for the site plan; it will not include a full traffic impact analysis or intersection operational simulations unless authorized as an additional service.

Deliverable: Findings from this task will be incorporated into the Draft and Final Concept Plans to inform the configuration of parking areas, roadway access, and multimodal design features.

4.0 Station Schematic Design

The Consultant will develop a schematic site plan for the Cocoa Brightline station. The design will utilize existing utility, survey, ecological, and geotechnical information to develop the site plan. The plan view will include a defined layout with dimensions for major elements (driveways, parking, building footprints). A subconsultant, Land Image Consulting, will support the design process and another subconsultant, KEITH, will support the civil engineering due diligence.

4.1 Survey

A subconsultant, KEITH, will prepare a boundary and topographic survey using information gathered from Lidar data.

4.2 Ecological Constraints Assessment

A subconsultant, Howe Ecological, will perform a planning-level assessment review of wetlands and wildlife.

4.3 Geotechnical

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

5.0 Draft Conceptual Site Plan

The Consultant will prepare a draft site plan using the baseline Brightline layout and current project assumptions and information. The draft site plan will be used to evaluate options and guide decision-making before finalizing the schematic site plan.

Deliverable: PDF of Draft site plan.

6.0 Final Schematic Site Plan

Following review and coordination of the draft conceptual site plan, the Consultant will prepare a final site plan representing the preferred site configuration.

Deliverable: PDF of Final site plan.

7.0 Additional Services

This task will include attendance at all required City meetings and any services and data collection that are not included in Phase 1 Tasks 1.0-6.0 which would constitute additional services beyond this scope of work. These services are not included in the proposed fee and will require separate written authorization by the City. Additional Services will be performed on an hourly basis in accordance with the approved rate schedule and will be invoiced under a separate task order.

Phase 2 – Station District Multimodal Land Use and Concept Plan

1.0 Project Administration and Coordination

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. 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 one online and two in person meetings will be required for this task. The meetings may include:

- Boca Raton Station Field Review Meeting – in person
- Planning Board Meeting – in person
- Concept Review Meeting - online

Deliverables: Up to two large format graphic exhibits will be prepared for or after each coordination meeting.

2.0 Data Collection

2.1 Review of Existing Plans

The Consultant will review existing plans, studies, and reference materials relevant to the proposed Station District. This review will include available Brightline project documents, as well as local, regional, and state transportation and land use plans (e.g., Space Coast TPO Intermodal Passenger Rail Station Feasibility Study, FDOT SR 524 PD&E, FDOT corridor studies and design plans, and municipal redevelopment studies). The objective of this task is to identify key design precedents, regulatory frameworks, and planning assumptions that can inform future multimodal district design and integration.

2.2 Boca Raton Station Field Review

The Consultant will plan and attend a field visit to the Brightline Boca Raton station, which was identified as the prototype for the Cocoa station. The field visit will start and end at the Orlando Airport Brightline station. The purpose of this field visit is to observe the station's design in situ, site layout, multimodal connections, and integration with surrounding land uses. Participants may include Space Coast TPO staff, City representatives, and project design engineers and planners.

Deliverable: The information gathered will be used to inform the land use plan of the district.

3.0 Transit Supportive Zoning District and Land Use

A subconsultant, Plan Active Studio, will prepare amendments to the City's Land Development Code and Comprehensive Plan in support of a new zoning district or overlay and land use that supports transit and transit-supportive options. Plan Active Studio will prepare the staff report and present the amendments to the City's planning board.

Deliverable: Word document for Zoning and amendment for the Future Land Use Element of the Comprehensive Plan.

4.0 Station District Multimodal Concept Plan

The Consultant will develop up to two concept plans for the Station District. The design process will utilize the proposed transit supportive zoning district and land use, survey, and environmental data to inform the Station District concept. A subconsultant, Land Image Consulting, will support the design process, another subconsultant, KEITH, will support the civil engineering due diligence, and another subconsultant, Florida Bridge and Transportation, will support the structures due diligence by attending coordination meetings and one field visit.

Deliverable: PDF of concept plans.

4.1 Survey Services

A subconsultant, KEITH, will prepare a limited topographic survey of spot elevations obtained from Lidar data.

Deliverables: Electronic files for use in the design process. PDF of survey data.

4.2 Ecological Constraints Assessment

A subconsultant, Howe Ecological, will perform an ecological constraints assessment to assess the potential presence of government regulated wetlands and/or wildlife species that could pose a constraint to the development of the property. Howe Ecological will delineate in the field the limits of potentially jurisdictional wetlands and surface waters.

Deliverable: PDF report of the findings. Sketch of the wetland flag locations.

5.0 Additional Services

This task will include attendance at all required City meetings and any services and data collection that are not included in Phase 2 Tasks 1.0-4.0 which would constitute additional services beyond this scope of work. These services are not included in the proposed fee and will require separate written authorization by the City. Additional Services will be performed on an hourly basis in accordance with the approved rate schedule and will be invoiced under a separate task order.

Section C Exclusions

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

1. Any work in the railroad right-of-way.
2. Platform, canopy, and building design.
3. Tree inventory, survey, or assessments on the health of trees.
4. Subsurface utility engineering.
5. Utility engineering design.
6. Structural design.
7. Engineer's report.
8. Cost estimates.
9. Presentations to the public.
10. Advertisement for hearings and ordinance title.
11. Public notifications.
12. Permit applications and fees.
13. Bidding and procurement.
14. Post-design services.
15. 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 \$372,870.88. A detailed fee breakdown is provided in Attachment A.

Section F Schedule

A schedule is provided in Attachment B.

Section G Additional Terms

City of Cocoa additional terms and conditions and human trafficking affidavit are provided in Attachment C.

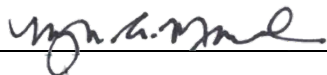
AUTHORIZATION:

The scope of services and compensation stated in this proposal are valid for a period of thirty (30) days from date of submission. If authorization to proceed is not received during this period, this proposal may be withdrawn or modified by Myra Planning and Design, LLC.

Accepted by:
City of Cocoa

Approved by:
Myra Planning and Design, LLC

BY: _____

BY:  _____

NAME: _____

NAME: Myra A Monreal

TITLE: _____

TITLE: Manager

*The above person is authorized to sign for Client
and the client to the terms hereof.*

DATE: _____

DATE: November 27, 2025

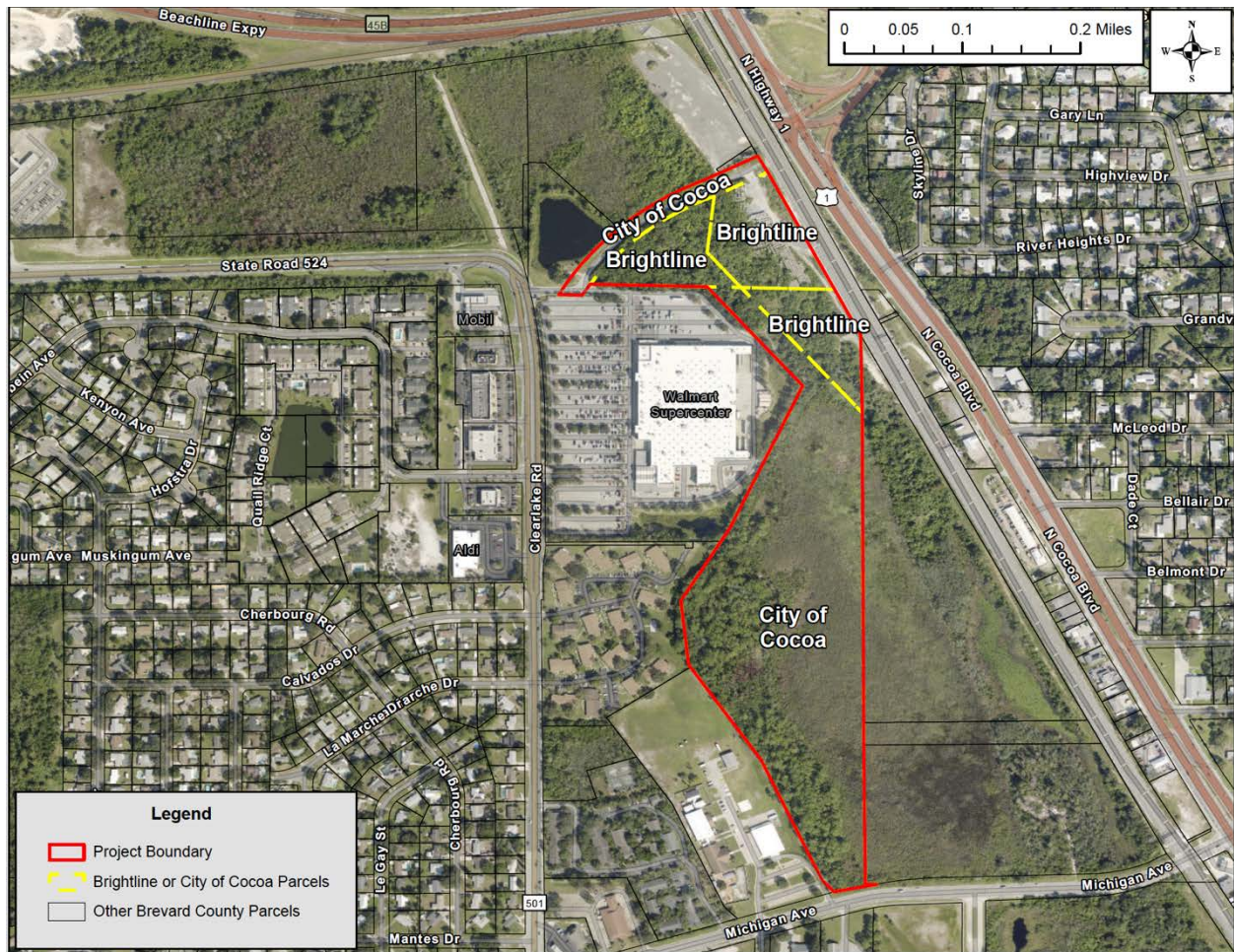


Figure 1 – Phase 1 Station Design Study Area

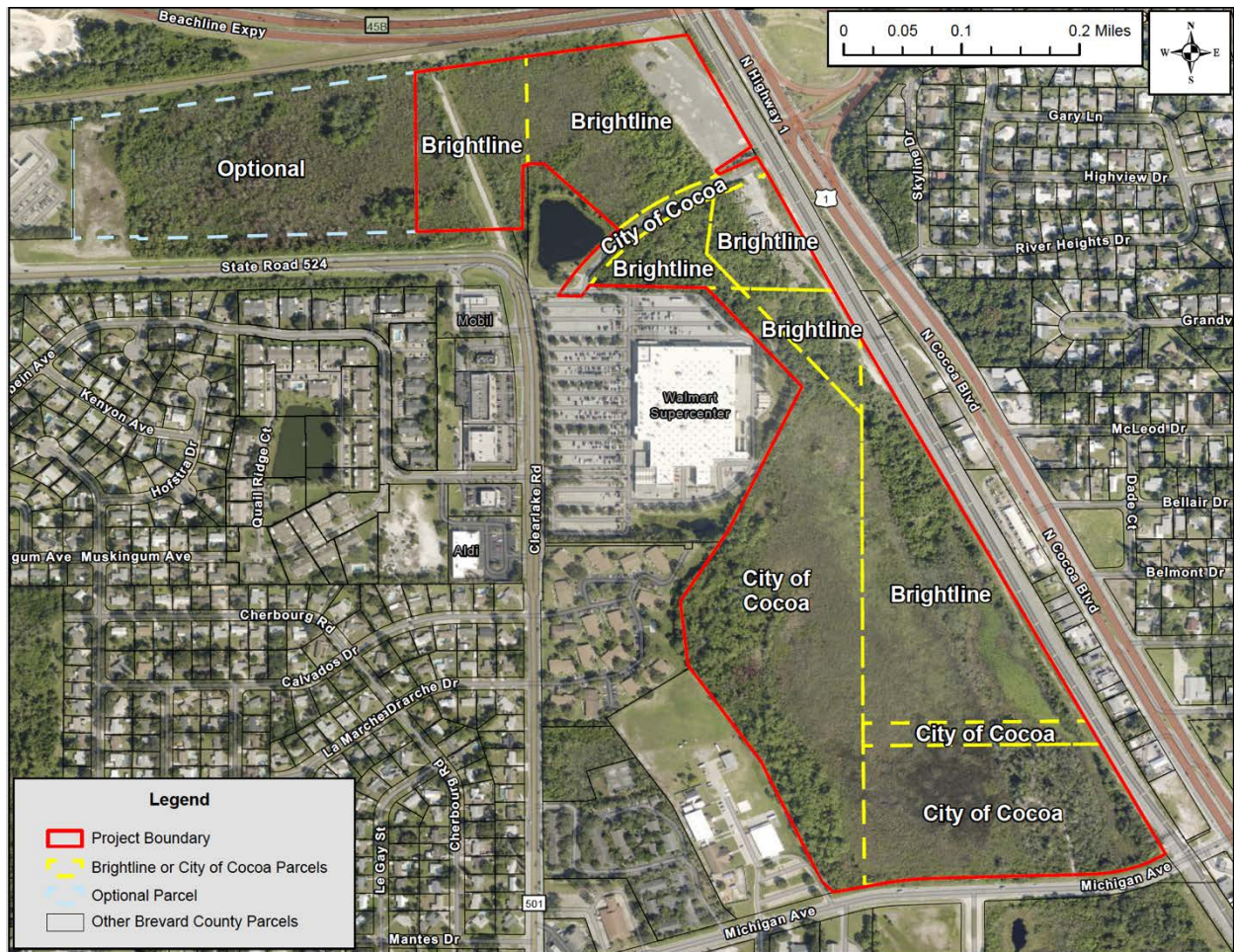


Figure 2 – Phase 2 Station District Multimodal Land Use Plan and Concept Study Area

Attachment A

Name of Project:	Brightline Multi-modal Station District and Area
County:	Brevard
FPN:	N/A
FAP No.:	N/A

Consultant Name: Myra Planning and Design
Consultant No.: Myra Planning and Design
Date: 11/27/25
Estimator: Myra Monreal

Staff Classification	Total Staff Hours From "SH Summary Firm"	Principal	Professional Engineer	Landscape Architect	CAD Tech / GIS	Field Tech	Intern	Staff Classification 7	Staff Classification 8	Staff Classification 9	Staff Classification 10	Staff Classification 11	Staff Classification 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	Activity	Cost By Activity	Rate Per Task
Phase 1 - Station Schematic Design	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
1.0 Project Administration	0	48	28	0	24	0	0	0	0	0	0	0	0	100	\$19,404	\$194.04
2.0 Data Collection	0	16	16	0	20	8	0	0	0	0	0	0	0	60	\$9,923	\$165.38
3.0 Traffic and Multimodal Demand	0	40	16	0	52	12	0	0	0	0	0	0	0	120	\$19,073	\$158.94
4.0 Station Area Design	0	16	8	0	24	12	0	0	0	0	0	0	0	60	\$8,930	\$148.84
5.0 Draft Site Plan	0	16	8	0	30	12	0	0	0	0	0	0	0	66	\$9,592	\$145.33
6.0 Final Site Plan	0	8	8	0	24	8	0	0	0	0	0	0	0	48	\$6,836	\$142.41
Phase 2 - Station District Multimodal Land Use Plan	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
1.0 Project Administration	0	36	24	0	10	0	0	0	0	0	0	0	0	70	\$14,333	\$204.75
2.0 Data Collection	0	16	16	0	40	16	0	0	0	0	0	0	0	88	\$12,789	\$145.33
3.0 Zoning and Land Use Update	0	8	0	0	16	0	0	0	0	0	0	0	0	24	\$3,528	\$147.00
4.0 Station District Multimodal Plan	0	22	8	0	66	14	0	0	0	0	0	0	0	110	\$15,049	\$136.81
	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!
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	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!
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Total Staff Hours	0	226	132	0	306	82	0	0	0	0	0	0	0	746		
Total Staff Cost		\$49,736.00	\$29,106.00	\$0.00	\$33,736.50	\$6,780.38	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$119,455.88	\$160.13

Check = \$119,455.88

Survey Field Days by Subconsultant
4 - Person Crew:

SALARY RELATED COSTS:			\$119,455.88
OVERHEAD:	0%	\$0.00	
OPERATING MARGIN:	0%	\$0.00	
FCCM (Facilities Capital Cost Money):	0.00%	\$0.00	
EXPENSES:	0.00%	\$0.00	
4-man crew			
Survey (Field - if by Prime)	0 days @	\$ - / day	
\$0.00			
SUBTOTAL ESTIMATED FEE:			
\$119,455.88			
Subconsultant:	KEITH Meetings and Coordination	\$8,100.00	
Subconsultant:	KEITH Survey	\$61,630.00	
Subconsultant:	KEITH Civil Engineering	\$58,875.00	
Subconsultant:	Land Image Cons Landscape	\$22,310.00	
Subconsultant:	Florida Bridge and Structures	\$5,950.00	
Subconsultant:	Howe Environmental	\$35,700.00	
Subconsultant:	Plan Active Land Use Planning	\$44,450.00	
Subconsultant:	Ardaman Geotech	\$16,400.00	
Subconsultant:		\$0.00	
Subconsultant:		\$0.00	
Subconsultant:		\$0.00	
Subconsultant:		\$0.00	
SUBTOTAL ESTIMATED FEE:			
\$372,870.88			
Geotechnical Field and Lab Testing			
\$0.00			
SUBTOTAL ESTIMATED FEE:			
\$372,870.88			
Reimburseables			
\$0.00			
GRAND TOTAL ESTIMATED FEE (Limited Amount):			
\$372,870.88			

Notes:

1. This sheet to be used by Prime Consultant to calculate the Grand Total fee.
2. Manually enter fee from each subconsultant. Unused subconsultant rows may be hidden.

Attachment B Project Schedule

☐ Title	Type	Duration	Start	End
Phase 1 – Station Design				
1.0 Project Administration	T ▼	8 months	01/01/2026	08/31/2026
2.0 Data Collection	T ▼	2 weeks	01/01/2026	01/14/2026
3.0 Traffic and Multimodal Demand	T ▼	2 months	01/15/2026	03/14/2026
4.0 Station Area Design	T ▼	0.7 years	01/01/2026	09/14/2026
Survey / Ecological	T ▼	3 months	01/01/2026	03/31/2026
Civil Due Diligence	T ▼	4 months	04/01/2026	07/31/2026
5.0 Draft Site Plan	T ▼	2 weeks	08/01/2026	08/14/2026
Review	T ▼	2 weeks	08/17/2026	08/30/2026
6.0 Final Site Plan	T ▼	2 weeks	09/01/2026	09/14/2026
Phase 2 – Station District Multimodal Zoning Land Use Plan ...				
NTP	M ▼	0 days	01/01/2026	01/01/2026
1.0 Project Administration	T ▼	8 months	01/01/2026	08/31/2026
2.0 Data Collection	T ▼	2 weeks	03/03/2023	03/16/2023
3.0 Zoning and Land Use Update	T ▼	3.1 months	01/01/2026	04/02/2026
Review	T ▼	2 weeks	04/03/2026	04/16/2026
Adoption	T ▼	4 months	04/20/2026	08/18/2026
Phase 2 – Station District Multimodal Concept Plan				
4.0 Station District Multimodal Concept Plan	T ▼	5.5 months	01/01/2026	06/14/2026
Survey / Ecological	T ▼	1 month	01/01/2026	01/31/2026
Civil Engineering Due Diligence	T ▼	3 months	02/01/2026	04/30/2026
Draft Concept Plan	T ▼	2 weeks	05/01/2026	05/14/2026
Review	T ▼	2 weeks	05/18/2026	05/31/2026
Final Concept Plan	T ▼	2 weeks	06/01/2026	06/14/2026

Attachment C

City of Cocoa Additional Terms and Conditions

Additional terms apply to the agreement between the City of Cocoa ("OWNER") and the Service Provider identified below. All terms and conditions herein are agreed upon by both parties, attached by reference to the specified agreement or proposal from Myra Planning and Design, LLC ("SERVICE PROVIDER"), for land use planning and design services for the proposed Brightline Multimodal Station District and Station Area., dated _____, MPD Project Number: 32.301.25.006 and take precedence in the case of a conflict.

1. **Payment** –

Payments will be made in accordance with Florida Statutes Chapter 218 Local Government Prompt Payment Act.

2. **Indemnification**

SERVICE PROVIDER 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 SERVICE PROVIDER and persons employed or utilized by SERVICE PROVIDER in the performance of this Agreement.

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

The indemnification provided above shall obligate the SERVICE PROVIDER to defend at its own expense or to provide for such defense, at the option of the 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 SERVICE PROVIDER's indemnity obligations, OWNER specifically agrees to pay the SERVICE PROVIDER the sum of TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$250.00) or ONE PERCENT (1%) OF THE CONTRACT SUM WHICHEVER IS GREATER. The SERVICE PROVIDER acknowledges receipt of the specific consideration for SERVICE PROVIDER's indemnification of OWNER and that the specific consideration is included in the original Contract Price allocated by SERVICE PROVIDER among all pay items - receipt of which is acknowledged.

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

3. **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 SERVICE PROVIDER 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 SERVICE PROVIDER. Said record, document, computerized information and program, audio or video tape, photograph, or other writing of the SERVICE PROVIDER 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 SERVICE PROVIDER shall promptly supply copies of said public records to the OWNER. All books, cards, registers, receipts, documents, and other papers in connection with this Agreement shall at any and all reasonable times during the normal working hours of the SERVICE PROVIDER be open and freely exhibited to the OWNER for the purpose of examination and/or audit. Failure by SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER's failure to comply with this Section, the OWNER shall collect from SERVICE PROVIDER prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against SERVICE PROVIDER. And, if applicable, the 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 SERVICE PROVIDER's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

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

4. **Venue**

- a. **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.
- b. **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.

5. **Insurance Requirements**

1. **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 Service Provider's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

2. 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 Service Provider's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

3. AUTOMOBILE LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL CONTRACTS (ONLY IF SERVICE PROVIDER MUST APPEAR PHYSICALLY ON OWNER PROPERTY):

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

4. 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.

5. 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.

6. **E-Verify**

Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, any City Service Providers 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 Service Providers must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Service Provider stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system. 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 Service Provider 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 Service Provider utilizes Subcontractors the following shall apply:

- a. Service Provider 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. Service Provider shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes.
- c. Service Provider shall provide a copy of all subcontractor affidavits to the City upon receipt and shall maintain a copy for the duration of the Agreement.

7. **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.

8. **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

CITY OF COCOA

Stockton Whitten, City Manager

Date: _____

ATTEST:

Monica Arsenault, City Clerk

SERVICE PROVIDER

Myra Planning and Design, LLC

Signature

Myra Monreal, Manager

Date:

HUMAN TRAFFICKING AFFIDAVIT

1. I am over the age of 18 and I have personal knowledge of the matters set forth except as otherwise set forth herein.
2. I currently serve as Manager, **Myra Planning and Design, LLC**
3. Myra Planning and Design, LLC does not use coercion for labor or services, as those terms are defined in Florida Statute 787.06.
4. This declaration is made pursuant to Florida Statute 92.525. I understand that making a false statement in this declaration may subject me to criminal penalties.

Under penalties of perjury, I, Manager, declare that I have read the foregoing Human Trafficking Affidavit and that the facts stated in it are true.

Further Affiant sayeth naught.

COMPANY

Myra Planning and Design, LLC

NAME OF BUSINESS ENTITY

SIGNATURE

NAME: Myra Monreal

TITLE: Manager

DATE:

AGREEMENT FOR PROFESSIONAL SERVICES

November 24, 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: Cocoa Intermodal Station
Project Location: Cocoa, FL
KEITH Project Number: 13374.00
Work Order Number: 05

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 Access practice development of the Cocoa Multimodal Station and Rail Project. This project consists of a new in-line station that will be comparable to other existing stations along the Brightline double track rail alignment. The station will be built on property owned by Brightline and the City of Cocoa between Michigan Avenue and SR 528 in Cocoa. Access to the station will be provided via a newly constructed 24-foot wide roadway, multi-use trail and sidewalks. The project will include surface parking for up to 500 vehicles.

The scope of work will focus on two (2) phases:

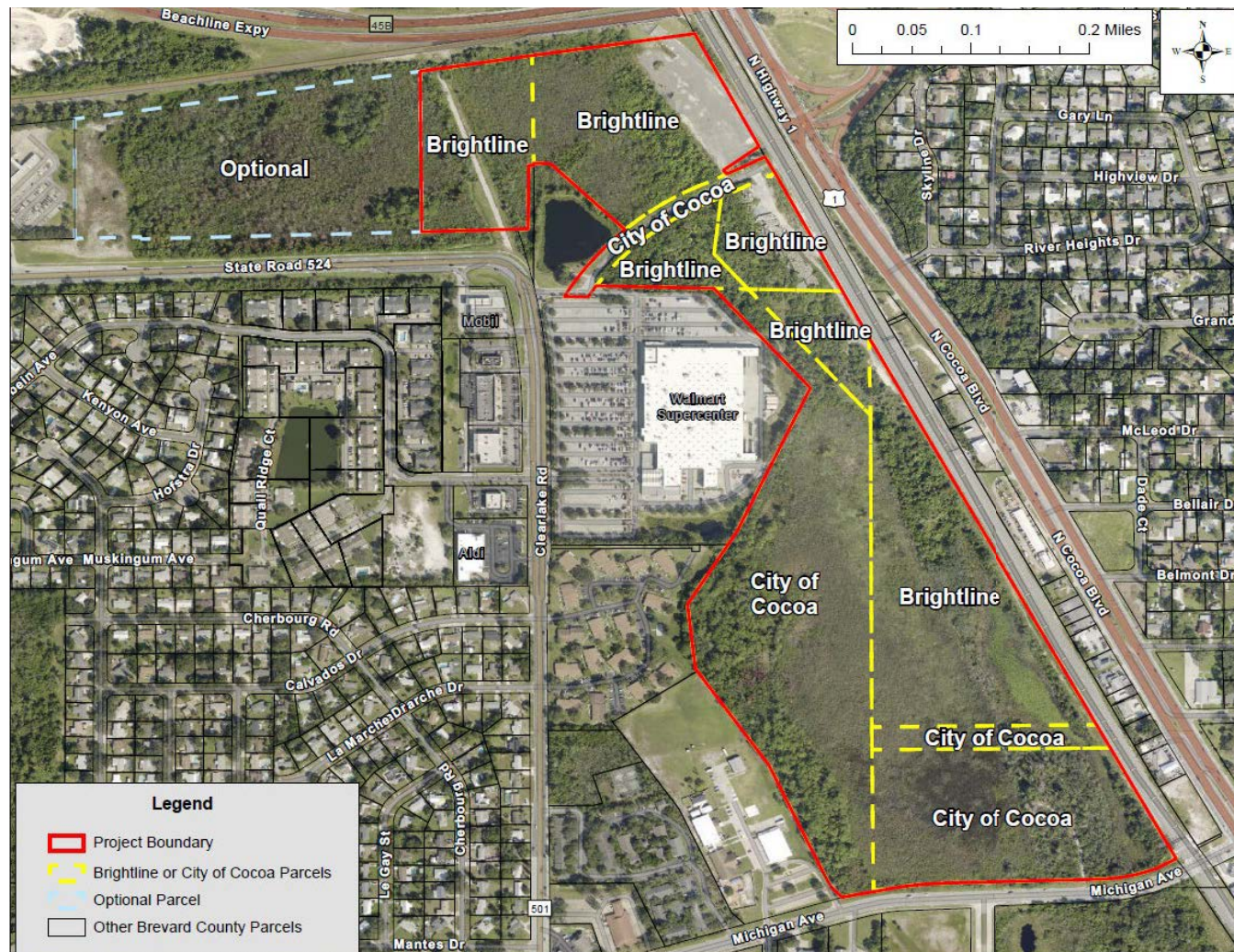
- Phase 1 – Validation and planning for Station District Multimodal Land Use Planning and Concept (Civil Due Diligence)
- Phase 2 – Conceptual Station Area Multimodal Design (Survey and Civil Site Plan Support)

Additional information in graphic format is included on the following page.

KEITH will be responsible for the following disciplines: Survey, and Civil Engineering services. 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 throughout the project: City of Cocoa and Brightline. If additional agency coordination is required, this will be included as a contract addendum.

The CLIENT is responsible for providing Architectural, Structural, MEP, and Site Lighting plans, Geotechnical and Environmental reports, Title Work, Program and Budgets. KEITH has not included any potential scope of work that is offsite beyond the designated limits as shown on Project Area Site Map (page 2). 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
- ☒ Due Diligence and Conceptual Design

☐ 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.

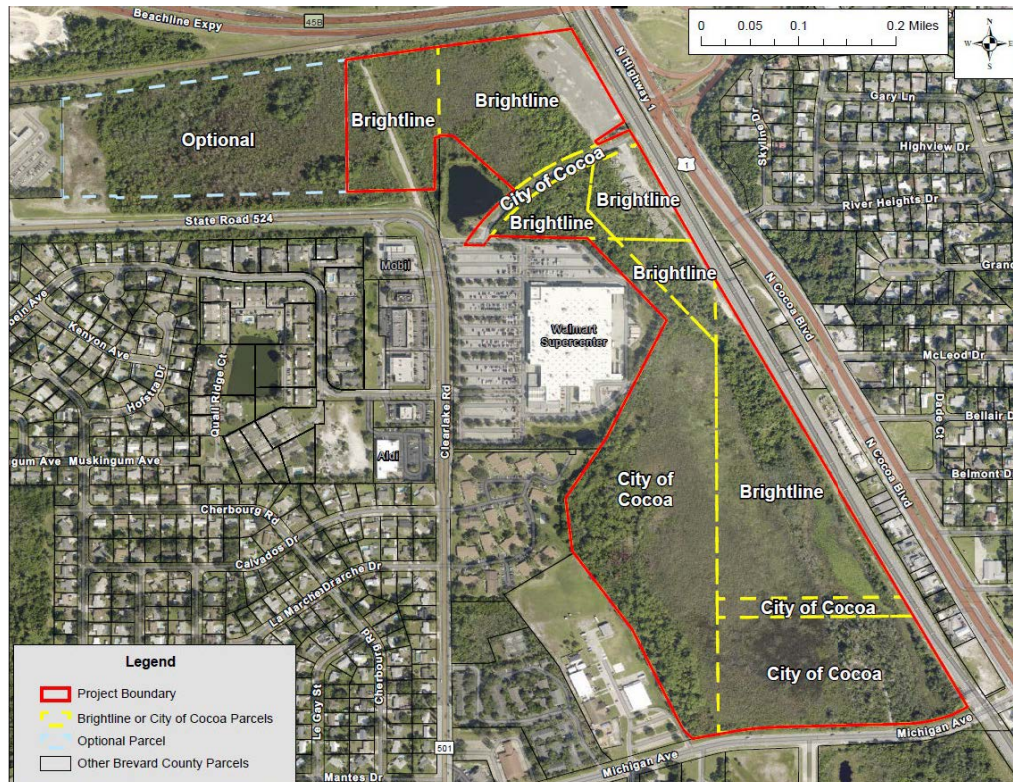
KEITH will prepare for and attend all team meetings on an as needed basis for the duration of the project. KEITH will be represented at reoccurring team meetings by the project manager and when necessary, any team experts for specific disciplines.

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 (Phase 1 and 2)

Task 101 Ground Truth Survey (Phase 1)

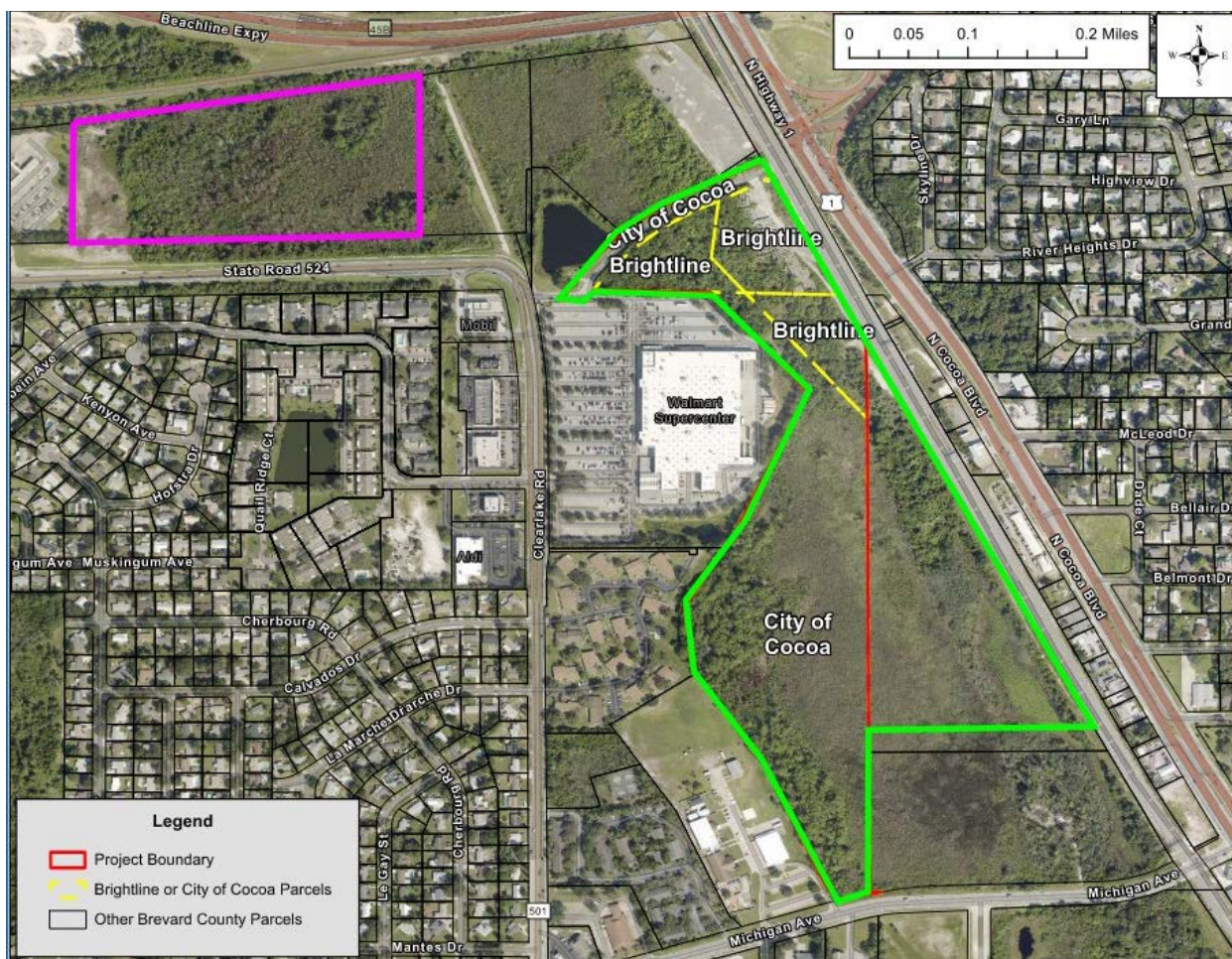
KEITH will prepare a limited Topographic Survey of the site outlined in red below. Survey will provide spot elevations throughout the site at an approximate 300-foot grid obtained from UAS (drone) Lidar data. Survey will be referenced to the Florida State Plane Coordinate System (NAD83/11) and the North American Vertical Datum of 1988 (NAVD88).



Task 102 Boundary and Topographic Survey (Phase 2)

KEITH will prepare a Boundary and Topographic Survey of the site outlined in green below (approximately 60 acres). Boundary Survey will be based upon the most current publicly available documentation including easements. However, this does not constitute an absolute guarantee or warranty that all easements, covenants or restrictions affecting the property will be identified. Historical research and/or abstracting for title or encumbrances will not be performed by KEITH.

Survey will show the boundary lines and easements together with surface improvements such as buildings, roadways, pavement, sidewalks, traffic striping, walls, fences, surface utilities, etc. Individual trees will NOT be shown on survey. 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 100 feet, including intermediate changes in grade. No survey will be completed within the railroad right of way at this time.



Task 103 Wetland Flagging Location Survey (Phase 2)

KEITH will survey the location of wetland flags as set in the field by the environmental consultant. At this time, the number of wetland flags to be surveyed is unknown. Once the environmental consultant has completed the wetland flagging, KEITH will reassess the estimated budget. The estimate assumes 500 wetland flags to be surveyed.

CIVIL ENGINEERING SERVICES (Phase 1 and 2)

Task 401 Civil Due Diligence (Phase 1)

The purpose of this task is to work collaboratively with the design team to understand the context and influences on the project and to communicate these to the Team for review and discussion. The end goal is to develop an overview of the existing property, previously prepared concepts, code, and regulatory constraints and required agency coordination to understand potential strengths, weaknesses, and opportunities of the site. These findings will be utilized as a starting point for the preliminary engineering and conceptual development of the team and to confirm the desired program for the project moving forward.

This task is also intended to encompass the initial master plan process by CLIENT. KEITH will support the CLIENT with infrastructure planning to determine infrastructure location and right of way needs.

Task 402 Conceptual Engineering / Site Plan Support (Phase 2)

KEITH will research existing available records for the project and assist with preparation of Conceptual/Preliminary civil engineering plans for the infrastructure improvements to support the processing of the site plan layout for the Project.

The preliminary civil engineering plans will be prepared in accordance with the CLIENT and regulatory agency requirements and will include preliminary paving/grading, conceptual stormwater/drainage, conceptual parking layout and circulation roads services.

The preliminary engineering plan will include available existing utility information collected from various sources (Government Agencies, Utility providers etc.). This preliminary utility information will be relied upon by KEITH in the preliminary design phase. Final design will require additional survey and Subsurface Utility investigation to verify the preliminary information supplied to or obtained by KEITH.

Preliminary water, sanitary sewer and drainage calculations will be performed to address the impacts of the proposed development relating to the requirements of the site plan submission. One preliminary engineering plan will be prepared based on the supplied site plan design.

Deliverables

1. Conceptual Design Plan
2. Conceptual Water, Sewer and Drainage Calculations as required.
3. Exhibit delineating potential City properties impacted by multimodal improvements.



SCHEDULE

MEETINGS AND COORDINATION

Task 001 Team Meetings and Meetings with Government Agencies / Permit Authorities	Duration
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SURVEY SERVICES (Phase 1 and 2)

Task 101 Ground Truth Survey (Phase 1)	Begin 2-3 weeks from NTP
Task 102 Boundary and Topographic Survey (Phase 2)	Begin 8-10 weeks from NTP
Task 103 Wetland Flagging Location Survey (Phase 2)	Begin 6-8 weeks from NTP

CIVIL ENGINEERING SERVICES (PHASE 1 and 2)

Task 401 Civil Due Diligence (Phase 1)	2-3 Months
Task 402 Conceptual Engineering / Site Plan Support (Phase 2)	6 Months

COMPENSATION

MEETINGS AND COORDINATION

Task 001 Team Meetings and Meetings with Government Agencies/Permit	\$8,100 (Hourly/Estimate)*
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SURVEY SERVICES (PHASE 1 and 2)

Task 101 Ground Truth Survey (Phase 1)	\$9,500 (Lump Sum)
Task 102 Boundary and Topographic Survey (Phase 2)	\$42,220 (Lump Sum)
Task 103 Wetland Flagging Location Survey (Phase 2)	\$9,910 (Estimated)*

CIVIL ENGINEERING SERVICES (PHASE 1 and 2)

Task 401 Civil Due Diligence (Phase 1)	\$15,375 (Lump Sum)
Task 402 Conceptual Engineering / Site Plan Support (Phase 2)	\$43,500 (Lump Sum)

Total Fee	\$128,605
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**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

Alex Lazowick, PE, PMP, ENV SP
President / CEO

DATED:_____

As to CLIENT
Myra Planning and Design, LLC

Signature:_____

Print Name:_____

Title:_____

DATED:_____





LETTER OF AGREEMENT

Ms. Myra Monreal, P.E., AICP
Manager
Myra Planning & Design, LLC
1600 Edgewater Drive
Orlando, FL 32804
Phone: (407) 446-7227
Hereinafter referred to as **Client**.

Original: October 16, 2025

Revised: October 22, 2025

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: Brightline Station – Station District Study Area

LIC #00431.04

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 provide design services as outlined below for the Cocoa Brightline Station Study Area project located in the jurisdiction of Cocoa, Florida under its Continuing Service Agreement Q-23-01-COC.

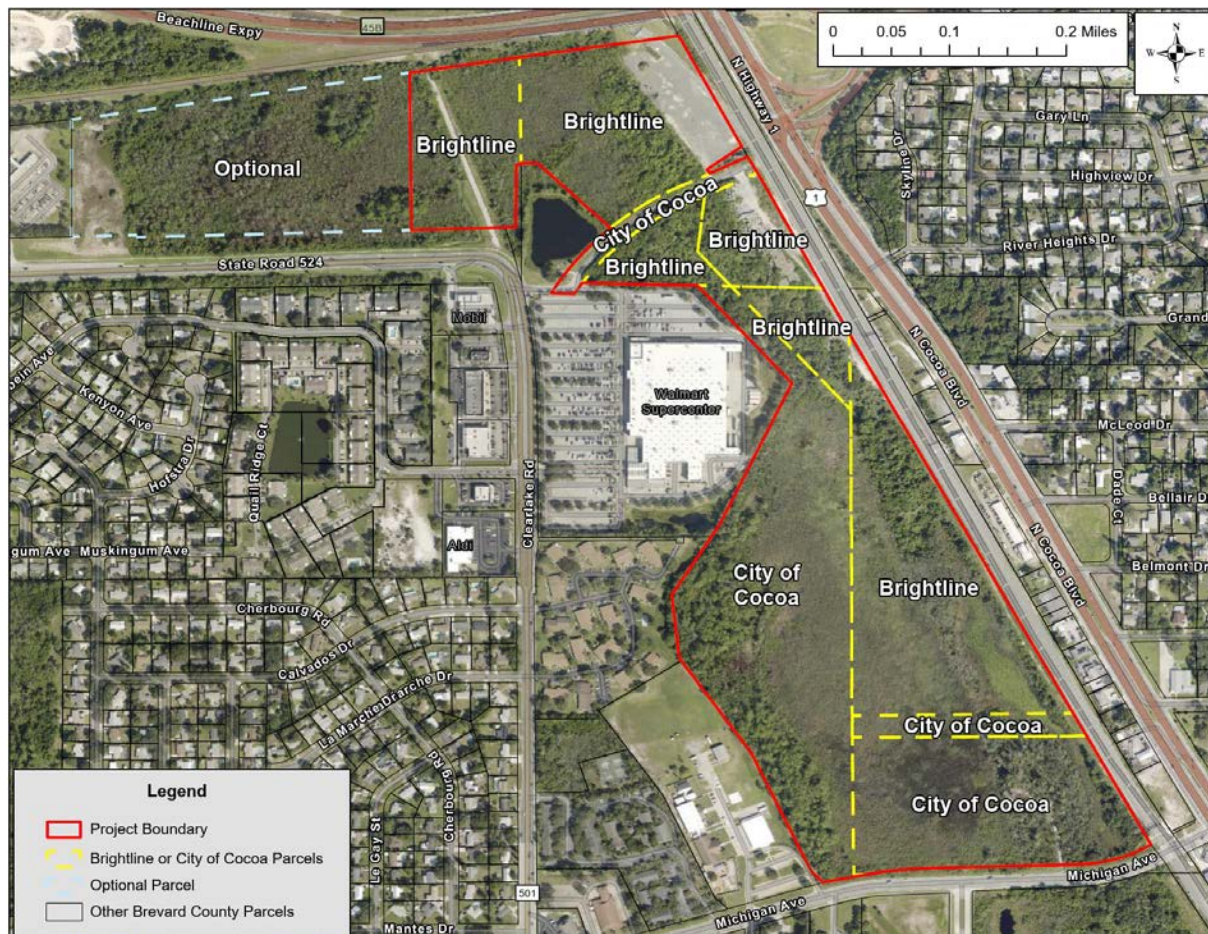
1.0 PROJECT DESCRIPTION

- 1.1 The project is providing design services to create a phased, comprehensive station site and overall district plan for the City of Cocoa located at approximately 2800 Clearlake Rd, Cocoa, FL 32922. The Client is the authorized representative of the property owner(s).

2.0 SCOPE OF SERVICES

Part I – Station District Multi-Modal Land Use Planning and Concept

- 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 **Station District Multi-Modal Plan** – Based on the information discussed at the October 7, 2025 planning meeting with the City, and conversations with the Client, Land Image shall prepare Station District Multi-Modal Design documents for the Station District Multi-Modal improvements and land use concepts. The Station District Multi-Modal design process will define the land use patterns and massing options for nine and potentially a tenth parcel including build-out scenarios for comprehensive development potential of adjacent parcels, parking concepts, stormwater concepts, circulation mater plan, for two (2) concepts for the anticipated station area per Figure B below.



- 2.5 **Client Review** - The Client shall review the progress of the Station District Multi-Modal Design for up to two (2) rounds of comments. The Client shall initially select portions of the two (2) concepts to incorporate into the final vision document. Minor revisions will be incorporated into the final vision document 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 Station District Multi-Modal Design document for Client review at each review.

- 2.6 **Final Concept Document** – Land Image shall prepare a Station District Multi-Modal Design, 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 Station District Multi-Modal Design Plan for Client use.

PART II – Station Area Multi-Modal Site Design

- 2.7 **Station Area Multi-Modal Site Plan** – Based on the information discussed at the October 7, 2025 planning meeting with the City, and conversations with the Client, Land Image shall prepare Station Area Multi-Modal Site Plan documents. The Station Area Multi-Modal design process will define the station area multi-modal specific improvements including the 850ft platform location, up to 500 space parking, stormwater, circulation plan, structured parking options, and associated detail improvements related to the features listed above for up to four (4) concepts. The layout will provide plan detail provided as necessary to communicate the design intent, and materials for the anticipated Station Area per Figure A below.



- 2.8 **Client Review** - The Client shall review the progress of the Station Area Multi-Modal Site Design for up to three (3) rounds of comments. The Client shall initially select portions of the four (4) concepts to refine, and at a subsequent review shall select the features that are desired for the final design. Minor revisions following the second review and comments will be incorporated into the final concept document 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 document for Client review at each review.

- 2.9 **Final Station Area Multi-Modal Plan** – Land Image shall prepare a Final Station Area Multi-Modal Site Plan, incorporating review comments from the Client review. The Final Station Area Multi-Modal Site Plan will include general hardscape and landscape layout as necessary to convey design intent for pricing. 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 Station Area Multi-Modal Site Plan for Client use.

PART III – City Staff & Public Meeting Support

- 2.10 At appropriate times as identified by the Client, meeting and presentation material will be developed for one City Staff kick-off meeting, one public meetings, three design review meetings and/or team meetings.

PART IV – Additional Service

- 2.11 **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
- Additional parcel acquisitions
- Multiple "Substantial Completion" Site Visits
- Phased Construction (if phasing occurs after contract negotiation)

PART V – Services Not Provided

2.12 Services Not Provided

- Construction Document Development
- 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 Station District Multi-Modal Land Use Planning and Concept, shall be billed as a lump sum budget of eight thousand two hundred thirty dollars **\$8,230.00**, inclusive of direct costs.
- 4.2 **Part II** – The fee for Part II Station Area Multi-Modal Site Design, shall be billed as a lump sum budget of ten thousand one hundred eighty dollars **\$10,180.00**, inclusive of direct costs.
- 4.3 **Part III** – The fee for Part IV City Staff & Public Meeting Support, shall be billed on an hourly basis with an estimated budget of three thousand nine hundred dollars **\$3,900.00**, inclusive of direct costs.
- 4.4 **Part IV** – The fee for Part V, Additional Services, shall be billed using the approved hourly rate table.
- 4.5 **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 on this project will consist of:** – Maxwell D. Spann, PLA LA6666780 (Landscape Architect), Jenna Cooper (Landscape Designer)

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 I) 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., AICP

By:

Maxwell D. Spann



PO BOX 547624 | ORLANDO, FL 32854 P | 407.374.9841

WWW.LAND-IMAGE.COM

Its: Manager

Its: Principal / Owner

Date: _____

Date: 16 October 2025

	Max	Dylan	Stephanie	Jenna	Rob	Jordan	Julie	
	Principal	LA II	LA I	LD II	LD I	QA/QC	Administrator	Cost
Brightline Station	\$ 140.00	\$ 125.00	\$ 105.00	\$ 95.00	\$ 75.00	\$ 95.00	\$ 65.00	
Station District Multi-Modal Land Use Planning and Concept	40	20					2	\$ 8,230.00
Station Area Multi-Modal Site Design	40			40			12	\$ 10,180.00
								\$ -
City Staff & Public Meeting Support	26						4	\$ 3,900.00
Hour subtotal	66	0	0	40	0	0	16	
Percent Hrs	54%	0%	0%	33%	0%	0%	13%	\$ 22,310.00



Florida Bridge and Transportation, Inc.
Structural Engineers

Nov. 19, 2025

Ms. Myra Monreal, PE, AICP
Myra Planning and Design, LLC
1016 W Church St, Unit B
Orlando, FL 32805

RE: City of Cocoa Brightline Station Phase 1 Coordination and Site Visit
Proposal for Structural Design Services
FBT Project Number 23-08.03

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 attend up to four progress meetings as needed during Phase 1 of the design phase. FBT will attend one site visit to the Boca Raton station since this station will be the model (go-by) station. It is assumed the CADD files and contract documents from the Boca Raton Station will be available to the design team for use in developing plans, details, specifications, and other contract documents for the Cocoa Station.

We propose a lump sum fee of \$5,950.00 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 \$175 per hour.

The scope and fee indicated above does not include the following services:

- Analysis or design of any components
- Architectural services such as coating, finishes, colors and renderings
- Building envelope outline pertaining to platform and canopy geometry
- Permitting services
- Final Design phase, 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:

- CADD files and plans from Boca Raton Station (prior to the site visit at Boca Raton station)

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
Structures for Cocoa Brightline Station

Florida Bridge and Transportation, Inc. (FBT) fee and staff hours

11/19/2025

TASK #	DESCRIPTION	Percent	Hours/ Position	Hourly Rate	Total
Task 1	Project Coordination Meetings				16
	Chief Engineer 2	50.00%	8	\$297.00	\$2,376.00
	Project Manager 1	0.00%	0	\$257.50	\$0.00
	Senior Engineer 1	0.00%	0	\$226.50	\$0.00
	Engineer !	25.00%	4	\$166.50	\$666.00
	Engineer Intern 2	25.00%	4	\$133.00	\$532.00
	Senior Designer	0.00%	0	\$163.50	\$0.00
	Task 1 Total	100.00%	16		\$3,574.00
Task 2	Site Visits				8
	Chief Engineer 2	100.00%	8	\$297.00	\$2,376.00
	Project Manager 1	0.00%	0	\$257.50	\$0.00
	Senior Engineer 1	0.00%	0	\$226.50	\$0.00
	Engineer !	0.00%	0	\$166.50	\$0.00
	Engineer Intern 2	0.00%	0	\$133.00	\$0.00
	Senior Designer	0.00%	0	\$163.50	\$0.00
	Task 2 Total	100.00%	8		\$2,376.00
Total Staff Hours			24		

Total Fee for FBT (Structures) \$5,950.00



Q-23-01-COC-T1 Continuing Services Agreement
Trailhead for Cocoa Conservation Area

Florida Bridge and Transportation, Inc. (FBT) fee and staff hours

11/19/2025

TASK #	DESCRIPTION	Units	No. of Units	Hours/ Unit	Total Hours
Task 1	Project Coordination Meetings				
	Attend Meetings	each	4	2	8
	Coordination	each	1	8	8
	Task 1 Total				16
Task 2	Site Visits				
	Boca Raton Station visit	lump sum	1	8	8
	Task 2 Total				8
				Total Staff Hours	24

Consultant's Agreement for Ecological Consulting Services

Howe Ecological LLC is pleased to provide this Agreement for environmental services to **Myra Planning and Design LLC, P.O. Box 533913, Orlando, Florida 32922**, here in after referred to as "**Client.**" The Client requested ecological services for **City of Cocoa Intermodal Station Design** project located south of SR 528, west of US 1, north of Michigan Avenue, and east of Clearlake Road, in Brevard County, Florida.

A. SCOPE OF SERVICES

The following scope is for a planning level Ecological Constraints Assessment (ECA). Fees are provided for the following three alternatives, here in referred to as the "Sites":

1. The Multi-modal Station District
2. Brightline Multi-modal Station

Ecological Constraints Assessment (ECA)

An Ecological constraints assessment will be conducted on the Site to assess the potential presence of government regulated wetlands and / or wildlife species that could pose a constraint to the development of property. The assessment will include the following:

- **Wetland Assessment** – A review of existing databases will be conducted and supplemented by a field assessment of the Site will be conducted to evaluate the presence and map the limits of potentially jurisdictional wetland on the Site based on the methodologies detailed in Chapter 62-340 F.A.C for the Florida Department of Environmental Protections (FDEP), State of Florida Water Management Districts, and the USACE Wetlands Delineation Manual.
Wetland flagging necessary for permitting is not included.
- **Wildlife Assessment** - The occurrence or potential use of the Site by species listed by the Florida Fish and Wildlife Conservation Commission (FWC) and U.S. Fish and Wildlife Service (USFWS). The assessment will include a search available FWC and USFWS wildlife database records for known records of site occurrences and field reconnaissance.
- **Report** – A report will be provided to the Client summarizing the findings, a summary of applicable wetland and wildlife regulatory requirements and applicable recommendations.

1.0 Multi-modal Station District ECA

The Multi-modal Station District study area totals approximately **90.19 +/-** acres and includes: nine large parcels controlled by either the city or Brightline and a section of unidentified right of way (See attached map).

- Brightline Trains-Florida Inc., Brevard County Account 2413482 (3.73 ac)
- Brightline Trains-Florida Inc., Brevard County Account 2413485 (2.13 ac)
- Brightline Trains-Florida Inc., Brevard County Account 2413497 (3.00 ac)
- Brightline Trains-Florida Inc., Brevard County Account 2413493 (16.97 ac)
- Brightline Trains-Florida Inc., Brevard County Account 2413484 (11.81 ac)

- Brightline Trains-Florida Inc., Brevard County Account 2443755 (7.29 ac)
- City of Cocoa, Brevard County Account 2413498 (25.77 ac)
- City of Cocoa, Brevard County Account 2413494 (2.08 ac)
- City of Cocoa, Brevard County Account 2413495 (15.72 ac)
- Unidentified right of way (1.69 ac)

2.0 Brightline Multi-modal Station ECA

The Brightline Multi-modal Station study area totals approximately **36.32 +/-** acres and includes: the large City of Cocoa property, road right-of-way, and three adjacent Brightline parcels (See attached map).

- Brightline Trains-Florida Inc., Brevard County Parcel 2413482 (3.73 ac)
- Brightline Trains-Florida Inc., Brevard County Parcel 2413485 (2.13 ac)
- Brightline Trains-Florida Inc., Brevard County Parcel 2413497 (3.00 ac)
- City of Cocoa, Brevard County Parcel 2413498 (25.77 ac)
- City of Cocoa right of way, Brevard County Parcel (1.69 ac)

3.0 Wetland Delineation Multi-modal Station District

Howe Ecological will delineate in the field the limits of potentially jurisdictional wetlands and surface waters in the Multi-modal Station District (**91.19 +/- ac**) as defined under Task 1.

Wetlands and surface waters will be field delineated based on the methodologies detailed in Chapter 62-340 F.A.C for the Florida Department of Environmental Protections (FDEP), State of Florida Water Management Districts, and the USACE Wetlands Delineation Manual.

A sketch with the wetland flag locations will be provided by email to the Client or Client's surveyor.

This map is for planning purposes only and subject to agency review.

B. ADDITIONAL SERVICES

Howe Ecological will provide Additional Services as mutually agreed upon between Howe Ecological and the Client.

C. PROJECT SCHEDULE

Howe Ecological is prepared to begin work on the Site immediately upon receipt of this executed agreement.

D. COMPENSATION

Client will be billed based on a percent complete for each authorized task based on the following fee table.

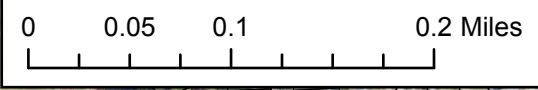
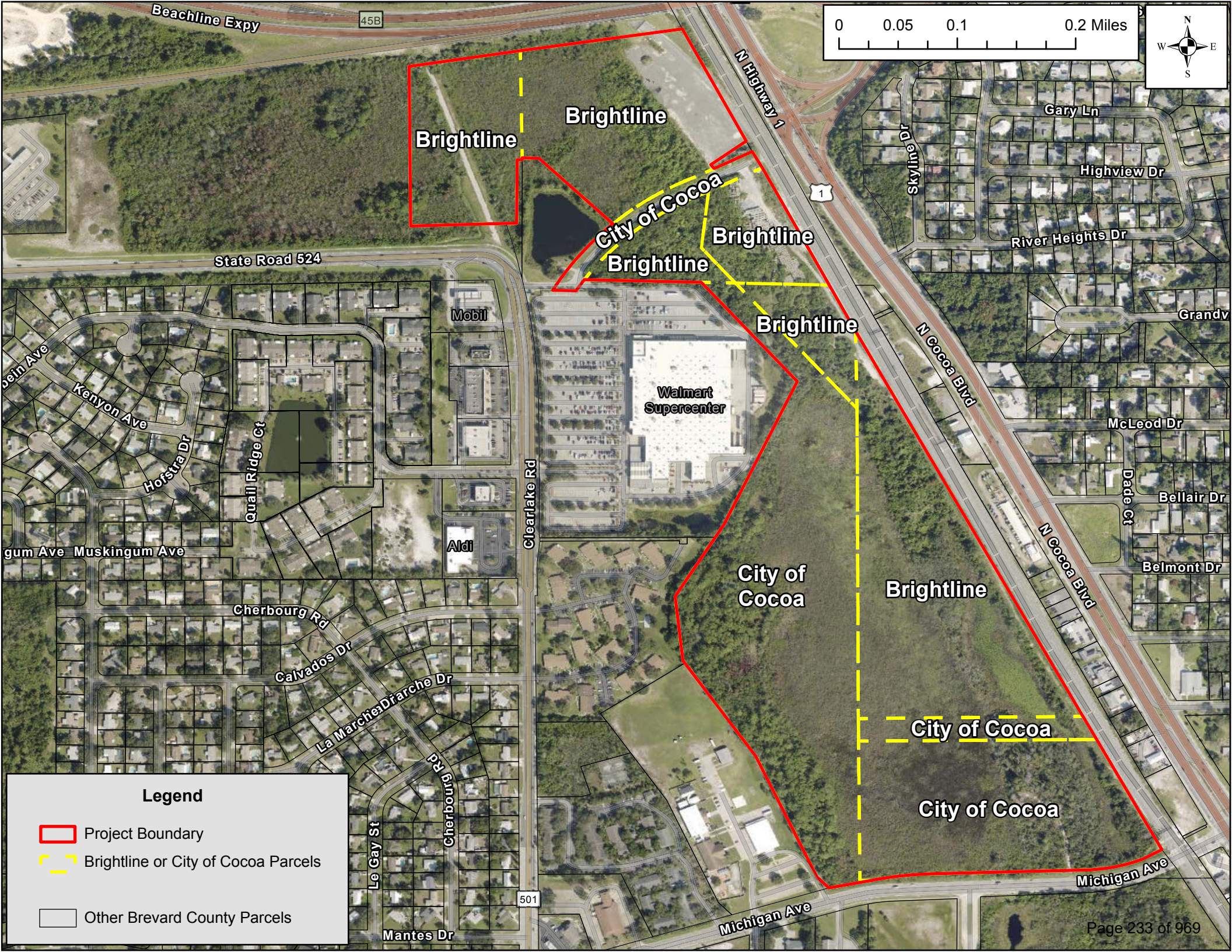
Fee Schedule Table

Task	Fees	Initial and date for Notice to Proceed (NTP)
1.0 Multi-modal Station District ECA	\$13,170.00	
2.0 Brightline Multi-modal Station ECA	\$8,740.00	
3.0 Wetland Delineation Multi-modal Station District	\$13,790.00	

E. CLIENT RESPONSIBILITIES

Client shall be responsible for all other aspects of the Site not specifically assigned to Howe Ecological under this Agreement or any subsequent request (and acceptance) for Additional Service. Such as:

1. Client shall provide full information to Howe Ecological regarding Site requirements and constraints including, without limitation, a program setting forth the Client's objectives, and shall provide all applicable existing entitlements, data, drawings, information or other resources requested by Howe Ecological that are necessary for completion of the Site.
2. Client shall comply with any schedule requirements made known to the Client by Howe Ecological and, in any event, shall be available to meet with Howe Ecological and provide decisions in a timely manner throughout the Site.
3. Client shall provide access to the site.
4. Client is responsible for all applicable survey and engineering plans and exhibits.
5. Client is responsible for all applicable permit application and mitigation fees.



Legend

- Project Boundary
- Brightline or City of Cocoa Parcels
- Other Brevard County Parcels



Legend

-  Project Boundary
-  Brightline or City of Cocoa Parcels
-  Other Brevard County Parcels

Task Description	Personnel Hours							Budget			
	Principal	Project Manager	Senior Ecologist	Assistant Ecologist	Cadd / GIS Specialist	Admin Assistant	Total Hours	Labor	ODC	Total Non-Labor	Total
<u>Ecological Constraints Assessments (ECA)</u>											
1.0 Multi-modal Station District ECA (90.19 ac)	4	6	60	60	8	3	141	\$ 13,170		\$ -	\$ 13,170
2.0 Brightline Multi-modal Station ECA (36.3 ac)	2	4	40	40	6	3	95	\$ 8,740		\$ -	\$ 8,740
3.0 Wetland Delineation Multi-modal Station District (90.19 Ac)	2	2	70	70	6	2	152	\$ 13,790		\$ -	\$ 13,790
							-	\$ -		\$ -	\$ -

<u>Personnel Category</u>	<u>\$/HR</u>
Principal	\$200.00
Project Manager	\$150.00
Senior Ecologist	\$100.00
Assistant Ecologist	\$80.00
Cadd / GIS Specialist	\$65.00
Admin Assistant	\$50.00

PlanActive Studio Scope

PART 1 Transit Supportive Zoning and Land Use Updates

The Station District Study area map, Figure 2, shall be used as the overall area to be rezoned and amendments to the FLU map.

Task 1.0 Zoning District and Land Use

The CONSULTANT will prepare amendments to the City's Land Development Code and Comprehensive Plan (future land use element) in support of a new zoning district or overlay (as determined in Peer review) and land use that supports transit and transit-supportive options, by developing:

Land Use Category, amending the Comprehensive Plan (future land use element) to the City's Mixed Use Land Use Category of the Study Area as identified in Figure 1.

Zoning Standards

- o Dimensional Standards (front/side/rear setbacks, building height, ISRs)
- o Permitted Uses
- o Density and intensity of use
- o Parking Standards
- o Landscape and Open Space
- o Compatibility with adjacent development(s)
- o Block and Circulation Standards
- o Fencing

Draft Review and Revisions. The CONSULTANT will provide the CLIENT draft revisions for review and comment. It is anticipated that no more than two (2) revision(s) will be done for this task.

Deliverables: The CONSULTANT will provide a word document for Zoning and amendment to the Comprehensive Plan specifically the Future Land Use Element.

City Responsibilities: New zoning district boundary (GIS) and map amendment update (GIS)

TOTAL HOURS: 92 Hours/ 175.00 per hour

FEE: \$16,100.00

TASK 1.2 New Land Use Category

Create a new land use category to support transit that identifies:

- Maximum Density
- Maximum FAR
- Additional criteria to be assessed during the overall project (tie this to the peer review task)

TOTAL HOURS: 36 hours /175.00 per hour

TASK 1.2 FEE: \$6,300.00

Task 1.3 Meetings and Hearings

The CONSULTANT will present the Zoning and Comprehensive Plan Amendments during one (1) planning board meetings. The CONSULTANT will prepare a response to recommended changes at the direction of the planning board's comments and requests.

The CONSULTANT will present the Land use Amendment for transmittal to the City Commission (1) hearing and after receiving comments from the Department of Economic Opportunity (DEO) and various agencies, the CONSULTANT will prepare a response for the City council and submit revisions as necessary for the second (2) hearing.

The CONSULTANT will prepare amendments to the City's Land development Code for the new zoning district/overlay in one (1) City Commission hearings (1st reading [will be the 2nd reading for land use amendment] and 2nd reading). The CONSULTANT will prepare a response to recommended changes at the direction of the City Commission's comments and requests.

Deliverables: The CONSULTANT will provide a word document for Zoning and amendment to the Comprehensive Plan specifically the Future Land Use Element, Staff report.

City Responsibilities: Advertising for hearings, ordinance title and print outs for each meeting

TOTAL HOURS: 90 hours /175.00 per hour

TASK 1.2 FEE: \$15,750.00

TASK 1 TOTAL FEE: \$ 38,150.00

Part II – Station Design

Purpose

PlanActive will review the multi-modal site development plan by validating engineering assumptions, ensuring alignment with local and regional planning policies, and identifying strategies to maximize the project's land use integration. The By aligning the station site plan with adopted land development policies and comprehensive plan goals, the review ensures that the project supports sustainable growth, transit-oriented development, and long-term economic resilience.

Task 2.1 Review of Cocoa Station Area Multimodal Site Design includes the following:

- Consistency with the City of Cocoa Comprehensive Plan goals, objectives, and policies and identify any potential modifications to these policies for implementation.
- Integration with Future Land Use, Transportation, Housing & Economic Development, and Conservation elements.
- Opportunities for Transit-Oriented Development (TOD) and mixed-use station area planning.
- Consistency with FDOT Strategic Intermodal System (SIS) policies and the Space Coast TPO Long-Range Transportation Plan.
- Two (2) online meetings and review of engineering to confirm priorities and integrate policy feedback.
- Trip to Boca Raton' Brightline Station

Deliverables

Deliverables will include a technical memorandum summarizing findings, policy alignment, and recommendations for maximizing project benefits.

TOTAL HOURS: 28 hours at 175.00 per hour

PART 2 TOTAL FEE: \$6,300.00

Additional Meetings

Additional in person and online meetings will be additional services and an hourly rate of 175.00 per hour.

PART 1 & 2 TOTAL FEE: \$ 44,450.00



November 14, 2025
Proposal File No. 2523-179

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

Attention: Ms. Myra Monreal

Subject: Proposal for Preliminary Subsurface Exploration
Due Diligence Evaluation Phase
Proposed Brightline Station Site
State Road 524
Cocoa, Florida

Dear Ms. Monreal:

As requested, we are pleased to present this proposal for conducting a preliminary subsurface exploration for the subject project. It is our understanding that the purpose of this exploration is to obtain soil stratigraphy and groundwater level data on the project site and to provide a general discussion of how the encountered subsurface conditions may impact development of the site. We will also estimate the normal seasonal high groundwater table level at the boring locations.

The following summarizes our proposed scope of work and associated fees for conducting the subject exploration.

FIELD EXPLORATION

Since the site is wooded and vegetated with brush, minor brush mowing will be performed to provide access to the boring locations. We could direct a site work contractor to mow minimal paths to our boring locations. Assistance from the client will be needed to help identify wetland areas and areas of threatened and/or endangered species habitat which should be avoided when performing these minor brush mowing operations. Also, this proposal assumes that permission from local Code Enforcement, SJRWMD or other pertinent agencies for the minor mowing, if necessary, has been obtained by the client. One day of brush mowing is included in this proposal.

The proposed field exploration program will include drilling 10 Standard Penetration Test (SPT) borings to a depth of 30 feet below existing ground surface at accessible, semi-random locations on the project site. The SPT borings will be drilled using truck- or mud bug-mounted drilling equipment and a procedure similar to the Standard Penetration Test outlined in ASTM D-1586. The borings will be sampled at 18-inch intervals to 10 feet deep and at 5-foot intervals below 10 feet.

1300 N. Cocoa Boulevard, Cocoa, FL 32922 Phone (321) 632-2503

Florida: Bartow, Cocoa, Fort Myers, Miami, Orlando, Port St. Lucie, Sarasota, Tallahassee, Tampa, West Palm Beach

Louisiana: Baton Rouge, Monroe, New Orleans, Shreveport

Texas: Houston

In addition, five hand auger borings would be drilled to a depth of 1 to 2 feet below the encountered groundwater level or to a maximum depth of 5 feet below existing ground surface, whichever is encountered first, at semi-random locations on the project site. The hand auger borings will be drilled using a 3-inch diameter, hand-held bucket auger.

Each sample will be removed from the sampler or auger in the field and then examined and visually classified by our field personnel. 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 of the soil samples collected from the borings will be performed by a geotechnical engineer along with specific classification tests deemed necessary (i.e., percent fines, organic content, natural moisture content).

ENGINEERING REPORT

Soil stratigraphy and groundwater level data developed during the exploration will be submitted in a written report upon conclusion of the study. We will also provide a general discussion of how the encountered subsurface conditions may impact development of the project site. This preliminary evaluation will include a discussion of one- and two-story structures founded on shallow foundations, pavement areas, and stormwater retention areas.

COST ESTIMATE

The costs associated with the aforementioned tasks are as follows:

Brush Mowing and Borehole Layout (one day) (lump sum)	\$ 2,900.00
Subsurface Exploration (lump sum)	<u>\$13,500.00</u>
Total Cost:	\$16,400.00

The total cost presented above will not be exceeded without prior authorization from the client.

CLOSURE

This proposal is subject to the following terms conditions: (1) access to the boring locations is to be readily available to the truck- or mud bug-mounted drilling equipment and field personnel, (2) the brush mowing can be completed in one day, (3) the proposed number of borings and the boring depths will be adequate, (4) undisturbed samples and consolidation tests on fine grained soils are not budgeted into the total cost, (5) 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 (6) 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 Form. Please call if you have any questions or require additional information.

Very truly yours,
ARDAMAN & ASSOCIATES, INC.

A handwritten signature in blue ink, appearing to read "Jason P. Manning".

Jason P. Manning, P.E.
Branch Manager



PROPOSAL/PROJECT ACCEPTANCE AND AGREEMENT

PROJECT INFORMATION:

Project Name Proposed Brightline Site
Project Location Cocoa, Florida
Proposal Number and Date 2523-179; dated November 14, 2025
Description of Services Preliminary Subsurface Exploration
Estimated Fee \$16,400.00

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. Timely payment of Ardaman & Associates, Inc.'s ("A&A") invoices is a condition precedent to any claim against A&A and the failure to timely pay any invoice shall constitute a waiver of any and all claims arising from or related to A&A services, including but not limited to the services described in this Proposal.

PROPOSAL ACCEPTANCE:

The Terms and Conditions of this Proposal, including the General Conditions appearing on the following pages of this Proposal, are incorporated herein by reference. No terms or conditions other than those contained herein, and no agreement or understanding, oral or written, purporting to modify these Terms and Conditions, whether contained in Client's purchase forms or construction documents or elsewhere, are binding on A&A unless signed by an authorized representative of A&A. In the event Client directs A&A to proceed with its Work prior to executing this Proposal Acceptance, such direction shall constitute deemed acceptance of this Proposal.

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)

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 sound professional practice and endeavor to incorporate laws, regulations, codes, guidance, and standards 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, including all applicable anti-bribery and anti-fraud regulations and laws, the U.S. Foreign Corrupt Practices Act, UK Bribery Act of 2010 and Economic Crime and Corporate Transparency Act of 2023, Brazilian Clean Companies Act, Corruption of Foreign Public Officials 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.

9/17/25

REQUEST FOR QUALIFICATIONS (RFQ)

**City of Cocoa, Florida
FOR ONE OR MORE OF THE FOLLOWING ENGINEERING
DISCIPLINES:**

**GENERAL CIVIL ENGINEERING,
ARCHITECTURAL AND TRAFFIC ENGINEERING
SERVICES**



BID NO. Q-23-01-COC

Published Friday, November 4, 2022

**RFQ # Q-23-01-COC
REQUEST FOR QUALIFICATIONS
GENERAL CIVIL ENGINEERING, ARCHITECTURAL AND TRAFFIC
ENGINEERING SERVICES**

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1.INTRODUCTION

The City of Cocoa (hereinafter referred to as “City”) is requesting Statements of Qualifications from firms to provide the City with General Civil Engineering, Architectural AND Traffic Engineering Services.

This solicitation shall be part of the Consultants Competitive Negotiation Act process as mandated in F.S.287.055 and the City of Cocoa Purchasing Policy.

RFQ DUE DATE & TIME: Monday, December 19, 2022, at 3:00 P.M. Qualifications packages shall be mailed or hand-delivered to the Office of the Purchasing Manager, located at 65 Stone St., Cocoa, Florida 32922. Packages are to be received **NO LATER THAN 3:00 P.M.** Packages received after the specified time and date will not be accepted. The City will not be responsible for mail delays, late or incorrect deliveries. The clock located at the reception desk in the lobby of Cocoa City Hall will be the official authority for determining the time that packages are received and for determining late responses.

The City intends to issue multiple awards from this RFQ according to the individual engineering disciplines specified.

All RFQ information and required attachments must be executed and submitted in a sealed envelope or package. Respondent shall mark envelope or package as follows and shall **check for which discipline(s) they are applying:**

”RFQ No. Q-23-01-COC ☐ GENERAL CIVIL ENGINEERING, ☐ ARCHITECTURAL AND ☐ TRAFFIC ENGINEERING SERVICES”.

Respondent’s name and return address must be clearly identified on the outside of the envelope.

Respondents must submit separately for each engineering discipline as your firm’s response(s) will receive separate scoring for each discipline for which you propose.

The submission will be comprised of the Response Cover Page followed by the required documents in Sections I-IX. Submittal requirements are further detailed in part 8 of this RFQ. Each section will be separated using divider tabs and bound. A USB drive containing a complete electronic copy of the submittal in pdf format must also be included. Multiple submittals from a single firm may be combined in a single delivery package but shall be bound separately.

These documents constitute the complete set of terms and conditions, specification requirements, and forms. Any additional information should be attached to this format or the respondent may be disqualified.

Responses submitted by facsimile or electronically will NOT be accepted. Responses which do not comply with these requirements may be rejected at the option of the City. It is the respondent’s responsibility to ensure that all submittals are in accordance with all addendums issued, if any. Failure of any respondent to receive any such addendum or interpretation shall not relieve such respondent from its terms and requirements. The RFQ and any Addendums are

available online using the Vendorlink bidding platform at <https://www.myvendorlink.com/>. Users will be required to sign up for a free account in order to access the solicitation material.

Responses not submitted in the format set forth herein shall be rejected unless otherwise explained in the response documents.

For information concerning procedure for responding to this Request for Qualifications (RFQ), contact Brian Dale, Purchasing Manager, Purchasing & Contracts Division at (321) 433-8833. Such contact is to be for clarification purposes only. Material changes, if any, to the scope of services or respondent procedures will only be transmitted by written addendum.

All questions about the meaning or intent of the RFQ Documents shall be submitted in writing and directed to the City of Cocoa, 65 Stone St., Cocoa FL 32922, Attention: Brian Dale, Purchasing Manager, Purchasing & Contracts Division. Questions may also be sent via e-mail to purchasing@cocoafl.org. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect and may not be relied upon by respondent in submitting their response. **The deadline for questions is November 21, 2022 at 5:00pm.**

ANTI-LOBBYING PROVISION

COMPANIES AND PERSONS DESIRING TO RESPOND TO THIS RFQ ARE HEREBY NOTIFIED THAT ALL COMMUNICATIONS REGARDING THIS RFQ, WHETHER IN WRITING, ELECTRONIC, VERBAL, OR BY SOME OTHER MEANS, AND WHETHER MADE INDIRECTLY BY THIRD PARTIES OR DIRECTLY BY THE RESPONDENT, SHALL BE SUBMITTED TO THE CITY'S PURCHASING MANAGER, EXCEPT LEGAL MATTERS MAY BE DIRECTED TO THE CITY ATTORNEY DIRECTLY OR THROUGH THE PURCHASING MANAGER. EXCEPT AS EXPRESSLY REQUIRED BY THIS RFQ FOR FORMAL PRESENTATIONS (IF ANY), ANY INDIRECT OR DIRECT COMMUNICATIONS AND LOBBYING REGARDING THIS RFQ MADE TO MEMBERS OF THE CITY COUNCIL, MEMBERS OF THE SELECTION ADVISORY COMMITTEE, OR ANY OTHER CITY OFFICIAL ARE STRICTLY PROHIBITED AND SHALL CONSTITUTE GROUNDS FOR IMMEDIATE DISQUALIFICATION.

2.STANDARD TERMS & CONDITIONS

- 1.1.ACCEPTANCE AND REJECTION - The City reserves the right to accept or reject any and all responses and to accept the response which best serves the interest of the City of Cocoa. The City may award sections individually or collectively, whichever is in its best interest, unless the Respondent only intends to respond for the contract in its entirety.
- 1.2.ASSIGNMENT - Neither the contract nor payment due pursuant to this RFQ may be assigned. Any attempt to assign the responsibilities and payment under this RFQ without the express prior written consent of the City of Cocoa shall be grounds for termination of the Contract.
- 1.3.AWARD - Award shall be generally made to the engineering firms that demonstrate technical capability while most closely meeting the City's needs according to the evaluation criteria and factors designated in the solicitation and under the CCNA. Further, once the City Council approves a ranking of the firms, the award will depend

upon the successful Respondent(s) negotiating acceptable terms under an Engineering Services Contract. **While not included as part of the ranking of Respondent(s) in the CCNA process, Respondents are hereby notified that should a Respondent be selected to negotiate a Contract with the City, the City will be paying significant attention to cost of services being offered. The successful Respondents shall be those that are not only the most qualified firm, but the firm that has also agreed to rates, fees and charges that the City of Cocoa deems to be fair, reasonable and competitive in the market place.** If the City pursues competitive negotiations with your firm and the City can not agree on fair, competitive, and reasonable rates, fees, and charges for services required by this RFQ, the City will cease negotiations with your firm. The City will then commence negotiations with the next ranked firm until the City has awarded a Contract or rejected all of the proposals at its sole discretion.

- 2.1.OTHER AGENCIES – All Bidder(s) awarded contracts as a result of this RFQ may permit any municipality or other government agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties. It is understood that at no time will any city, municipality, or other agency be obligated for placing an order for any other city, municipality, or agency: nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further, it is understood that each agency will issue its own purchase orders to the awarded bidder(s).
- 2.2.CONFLICT OF INTEREST - The Respondent certifies that this response has not been arrived at collusively or otherwise in violation of federal, state or local laws. Any purchase order, check requisition or Contract from which any agent, officer or employee of the city or any relative thereof, will realize a financial gain, directly or indirectly, shall be void, except that before the execution of a purchase order, check requisition or Contract, the Council shall have the authority to waive compliance with this section when it finds such action to be in the best interest of the City.
- 2.3.CONSULTANT’S PROJECT MANAGER AND PROJECT ENGINEER – The Consultant will designate a Project Manager and Project Architect or Engineer in their submittal response to the RFQ. Both of these positions shall be qualified licensed professional architects or engineers in the State of Florida. The Project Manager shall be authorized and responsible to act on behalf of Consultant with respect to directing, coordinating and administering all aspects of Services to be performed under this Contract. The Project Architect or Engineer shall be the lead technical resource on the assigned projects responsible for technical elements of the design and quality control. Replacement (including reassignment) of said Project Manager or Project Architect or Engineer shall not be made without the prior written approval by the City.
- 2.4.DEVIATION FROM SPECIFICATION - Any deviation from specifications and submittal requirements must be clearly stated, explained in detail and accepted by the City in writing. Otherwise items offered are expected to be in strict compliance with specifications and submittal requirements and the successful response shall be held accordingly.
- 2.5.DISCRIMINATION STATEMENT: An entity or affiliate placed on the Discriminatory Vendor List may not submit a response for a Contract to provide goods or services to a public entity, may not submit a response on a Contract with a public entity for the construction or repair of a public building or perform any public work, may not submit Proposals for leases of real property to a public entity, may not award or perform work as a Consultant, supplier, sub-consultant, or consultant under any Contract with any public entity, and may not transact business with any public entity.

- 2.6.ECONOMY OF PREPARATION: The responses should be prepared simply and economically, providing a straightforward, concise description of the Respondent's qualifications and ability to fulfill the requirements of the RFQ.
- 2.7.F.O.B. POINT - Products and materials related to the project are to be shipped F.O.B. to the department and address as identified on Purchase Orders.
- 2.8.INFORMALITIES - The City of Cocoa reserves the right to both waive any minor informality in responses and to determine, in its sole discretion, whether or not a particular informality is minor.
- 2.9.INFORMATION AND LITERATURE - Respondents are to furnish all information and literature requested. Failure to do so may be cause for rejection.
- 2.10.INTERPRETATIONS - Any questions concerning conditions and specifications shall be directed to the purchasing manager. Interpretations that may affect the eventual outcome of this RFQ will be furnished in writing to all prospective potential Respondents. No interpretation shall be considered binding unless provided in writing by the City of Cocoa.
- 2.11.NON-DISCRIMINATION - The successful Respondent will comply with all federal and state requirements concerning fair employment and will not discriminate by reason of race, color, age, religion, sex, national origin or physical handicap.
- 2.12.PATENTS AND COPYRIGHTS - The Respondent will agree to hold harmless the City of Cocoa, its officers, agents and employees from liability of any kind, including cost and expenses, with respect to any claim, action, cost or judgment for patent or copyright infringements. Also, the City and any Federal awarding agency funding any part of the Contract with the successful Respondent reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for City and Federal Government purposes the copyright in any work developed under the Contract any rights of copyright that the Respondent has purchased ownership with funding from the Contract. In addition, with respect to any discovery or invention which arises or is developed in the course of or under any Contract with the City, the City shall retain ownership rights to any patent based on such discovery or invention unless otherwise agreed to by the City's City Council.
- 2.13.PAYMENTS - Upon acceptance of work by using department of the City, employees and others, it is understood and agreed that orders and services shall be shipped and performed at the established Contract prices. Invoicing in variance with this will subject the Contract to cancellation. The City shall make payment to the Consultant in accordance with the Local Government Prompt Payment Act, Section 218.70, Florida Statutes. The City reserves the right, with justification, to partially pay any invoice submitted by the Consultant when requested to do so by the using City department. Unless otherwise directed in the Contract for services, **all invoices shall be directed to the Accounts Payable Section, City of Cocoa, 65 Stone St., Cocoa, FL 32922, with a copy directed to the City department using the services.**

NOTE:ALL INVOICES MUST CLEARLY INDICATE THE CITY PURCHASE ORDER NUMBER.

- 2.14.PUBLIC ENTITY CRIMES - As required by section 287.133, Florida Statutes, the

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

- 2.15.PUBLIC RECORDS: Florida law provides that municipal records shall, at all times, be open for personal inspection by any person. Section 119.01, Florida Statutes (The Public Records Law). Unless otherwise provided by the Public Records Law, information and materials received by the City in connection with an RFQ response and under any awarded Contract shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for under section 119.07, Florida Statutes and other applicable laws. If the Respondent believes any of the information contained in his or her response is exempt from the Public Records Law, then the Respondent must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all materials received as public records. In addition, the Respondent shall make available to the City (and if any part of any Contract awarded under this RFQ is funded by the Federal government, the Federal Grantor agency, the Comptroller General of the United States), or any of their duly authorized representatives to any books, documents, papers, and records of the Respondent which are directly pertinent to any Contract awarded under this RFQ for the purpose of making audit, examination, excerpts, and transcriptions. All records shall be retained for a minimum of three (3) years after the City makes final payment under the Contract awarded under this RFQ and all other pending matters are closed by the City.

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

- 2.16.TAX EXEMPTIONS - The City of Cocoa is tax exempt. The City of Cocoa's tax-exempt number is 85-8012621548C-8.
- 2.17.TERMINATION FOR CAUSE: If a Respondent is awarded a Contract under this RFQ, the successful Respondent is hereby on notice that the Contract shall be subject to termination in the event that the Respondent breaches the Contract, or Respondent fails to fulfill in a timely and proper manner its obligations under this Contract, or if the Respondent is declared bankrupt or insolvent, or Respondent is found to have committed fraud or any other unlawful act against the City or another party. The City may, upon written notice to the Respondent, terminate the right of the Respondent to proceed under the Contract, and may hold the Respondent liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Respondent under the Contract shall, at the option of the City, become the City's property and the Respondent shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Respondent, however, shall not be relieved of liability to the City for damages sustained by the City

by reason of any breach of the Contract by the Respondent, and the City may withhold any payments to the Consultant for the purpose of setoff until such time as the amount of damages due to the City from the Respondent can be determined.

2.18.TERMINATION FOR CONVENIENCE: If a Respondent is awarded a Contract under this RFQ, the successful Respondent is hereby on notice that the Contract shall also be subject to termination for convenience by the City. The City reserves the right, in its best interest as determined by the City, in its sole discretion, to cancel the Contract by giving written notice to the Respondent thirty (30) days prior to the effective date of such cancellation.

2.19.TIME FOR CONSIDERATIONS – All Proposals will be considered after the time and date set for the opening of the Proposals and for a period up to ninety (90) days thereafter.

2.20.TRADE SECRETS - Respondents should not send trade secrets. If, however, trade secrets are claimed by any Respondent, they will only be considered trade secrets in accordance with Florida law. Respondent must mark any trade secret information submitted to the City as Confidential prior to such submittal. If a Respondent fails to submit a claim of trade secrets to the City before obtaining the City's Contract, any subsequently-claimed trade secrets will be treated as public records and will be provided to any person or entity making a public records request for the information (section 119.01, Florida Statutes).

3.SPECIAL CONDITIONS

3.1.ADDENDUM AND AMENDMENTS TO REQUEST FOR QUALIFICATIONS: If it becomes necessary to revise or amend any part of this Request for Qualifications, the City's Purchasing & Contracts Division will furnish the revision by written Addendum to all prospective Respondents who are recorded with the City as having received an original Request for Qualifications. Addenda information will be posted on Vendorlink at <https://www.myvendorlink.com/>. Respondents are responsible to check this location for updates.

3.2.COMMITTEE MEETINGS/PRESENTATIONS INFORMATION: The Notice of Committee Meetings/Presentations is generally posted at least seventy-two (72) hours in advance of such meetings/presentations. However, the City reserves the right to hold Committee meetings with less notice if necessary upon reasonable notice. Proposers are responsible to check the following locations for updates on this proposal's status: on the bulletin board located in the main lobby of the City Hall building at 65 Stone St., Cocoa, FL 32922; or on the City's Web Page <http://www.cocoafl.org>, under the City Clerk. City Council meetings, at which matters regarding this RFQ may be considered, are noticed by the City Clerk's office under the general rules and procedures of the City Council.

3.3.INDEMNIFICATION STATEMENT – By submitting a response document signed by an authorized agent of the Respondent, Respondent (Consultant) acknowledges and accepts the terms and conditions of the following Indemnification Statement in the event of Contract award:

“For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Consultant shall indemnify, hold harmless and defend the City of Cocoa and its elected and appointed officers, agents, officials, attorneys, representatives and

employees (hereinafter the “City”) from and against any and all liability, loss, cost, damages, expenses, injuries (including death), claim or actions, of whatever type, including but not limited to reasonable attorney's fees in any legal proceeding through trial and appeal, which the City may hereafter sustain, incur or be required to pay, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Consultant, its agent(s), vendors, representatives, servants, employees, or other persons employed or utilized by the Engineer in the execution, performance or non- performance or failure to adequately perform Consultant’s obligations pursuant to this RFQ and any subsequent contract, including any Task Order.

The Consultant specifically assumes potential liability for actions brought by the Consultant’s own employees against the City and, solely for the purpose of this indemnification, the Consultant 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.”

3.4.LIMITATION OF LIABILITY STATEMENT – By submitting a response document signed by an authorized agent of the Respondent, Respondent acknowledges and accepts the terms and conditions of the following Limited Liability Statement in the event of Contract award:

“The City desires to enter into this Contract only if in so doing the City can place a limit on the City’s liability for any cause of action arising out of the Contract, so that the City’s liability for any breach never exceeds the sum of any Contract amount that is owed by the City for services actually performed by the Respondent to the City’s complete satisfaction. For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Respondent expresses its willingness to enter into this Contract with the knowledge that the Respondent’s recovery from the City to any action or claim arising from the Contract is limited to a maximum amount of the sum of any Contract amount that is owed by the City for services actually performed by the Respondent to the City’s complete satisfaction, and in no case shall exceed the amount provided in Section 768.28, Florida Statutes. Nothing contained in this paragraph or elsewhere in this Contract 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.”

3.5.PROPOSER EXPENSES - No out-of-scope services shall be provided in the absence of prior, written authorization in the form of a written supplemental Contract and issuance of an appropriate amendment to the Contract. The City will not pay a retainer or similar fee. The City is not responsible for any expenses that Respondent may incur in preparing and submitting responses called for in this request. The City will not pay for any out-of-pocket expenses, such as word processing; photocopying; postage; per diem; travel expenses; and the like, incurred by the Respondent. The City will not be liable for any costs incurred by the Respondent in connection with any interviews/presentations (i.e., travel, accommodations, etc.).

3.6.REQUEST FOR ADDITIONAL INFORMATION/CLARIFICATION: The Respondent shall furnish such additional information/clarification as the City may reasonably require. This includes, but is not limited to, information that indicates financial resources as well as the ability to provide and maintain the services requested. The City reserves the right to make investigations of the qualifications of the Respondent as it

deems appropriate including, but not limited to, a background investigation of service personnel to be conducted by the City of Cocoa Police Department or its designees.

3.7.TERMS: Contracts awarded and entered into under this RFQ shall be contracts for continuing engineering services under which project or task orders will be issued subject to deadlines mutually agreed to by the parties. The term of any Contract will not exceed three (3) years with two (2) one (1) year renewals. However, the City will reserve the right to extend the Contract beyond that period if the City Council determines that extension is required based upon public necessity to complete a pending task related to this RFQ or as otherwise deemed necessary in the best interests of the City at the City's sole discretion. Selected Consultants will be required to execute a written agreement on a form prepared by and acceptable to the City Attorney. Under no circumstances whatsoever shall a contract be formed between the City and a selected consultant until such time the written agreement is approved by the City Council at a public meeting and executed by the consultant.

3.8.TRUTH-IN-NEGOTIATIONS: Pursuant to section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed-fee professional service contract over the threshold amount provided in section 287.017, Florida Statutes for CATEGORY FOUR, the City shall require the firm receiving the award to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting.

3.9.PROHIBITION AGAINST CONTINGENT FEES: Each contract entered into by the City for professional services must contain a prohibition against contingent fees, which reads as follows: "The architect (or registered surveyor and mapper or professional engineer, as applicable) warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the architect (or registered surveyor and mapper, or professional engineer, as applicable) to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the architect (or registered surveyor and mapper or professional engineer, as applicable) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement." For each 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.

4.STANDARD INSURANCE REQUIREMENTS

All qualified firms MUST provide written proof of insurance and demonstrate that they maintain all applicable insurance coverage as specified below as a condition precedent to contracting with, and performing any work for, the City of Cocoa. **Copies of all applicable current insurance certificates must be attached to the Respondent's submittal.**

Excluding professional liability policies which prohibit naming the City as an additional named insured, the Certificate of Insurance must be made to the City of Cocoa, 65 Stone St., Cocoa, FL 32922 and should reference the operation and must name the City as an additional insured.

Prior to renewal, non-renewal, cancellation, or change or modification of any insurance policy, at least 30 days advance written notice shall be given to the City of Cocoa.

All Certificates of insurance shall be approved by the City **prior** to the commencement of any work. Minimum coverage with limits and provisions are as follows:

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

It is required that individuals and firms Contracting with the City of Cocoa, where the total contract or job value is LESS than \$15,000, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than \$200,000 and with a deductible amount not greater than \$5,000. It is further required that the City of Cocoa be named as an additional insured to the Consultant's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

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

It is required that individuals and firms contracting with the City of Cocoa, where the total Contract or job value is \$15,000 or MORE, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than \$1,000,000.00 and with a deductible not greater than \$5,000. It is further required that the City of Cocoa be named as an additional insured to the Consultant's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

**4.3.AUTOMOBILE LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL
CONTRACTS:**

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

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

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

Professionals and professional corporations, associations, and firms who contract with the City of Cocoa to provide professional services are required to maintain Professional Liability Insurance in a minimum amount of \$3,000,000.00 per occurrence and in the aggregate, with a deductible not greater than \$50,000.00.

4.5.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 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 chemicals being brought onto City property as required by the City's Safety and Loss Control Program.

4.6.WORKERS' COMPENSATION INSURANCE MINIMUM REQUIREMENTS:

Individuals or firms must demonstrate that they have worker's compensation coverage at levels required by Florida law.

5. GENERAL INFORMATION

The City of Cocoa (hereinafter referred to as “City”) is requesting Statements of Qualifications from qualified firms to provide the City with assistance regarding the anticipated consulting services for 1) general civil engineering services, to include, but not be limited to, general site civil engineering, permitting, stormwater engineering, surveying, and geotechnical services, 2) architectural services, to include surveying, geotechnical services, and 3) traffic engineering services.

However, project teams consisting of a qualified lead firm and other qualified consultants’ firms will be considered. In addition, the City reserves the right, at its sole discretion, to select among the respondents of this RFQ or through other bidding procedures, other consulting firms to handle component parts of the anticipated project if the City deems it in the City’s best interests to do so. This solicitation shall be part of the Consultants Competitive Negotiation Act process as mandated in F.S.287.055 and the City of Cocoa Purchasing Policy.

The firms selected will serve as the City’s consultant to perform 1) general civil engineering services, to include stormwater engineering, surveying, geotechnical services, 2) architectural services, to include surveying, geotechnical services, and 3) traffic engineering services. **Firms must check for which discipline(s) they are applying.**

Services to be provided include, but are not limited to, the services described in the Scope of Services. The anticipated project will be subject to the City securing funding. If adequate funding is not acquired, this project may be cancelled or downsized by the City without notice and without penalty. The selected firm will be required to enter into an Agreement in a form approved by the City Attorney and City Council, and at rates, fees, and charges determined by the City to be fair, competitive and reasonable.

6. SCOPE OF SERVICES

6.1. Civil Engineering [Q-23-01-COC-CIV]

The City of Cocoa is requesting proposals from qualified suppliers/consultants for “Consulting Services for General Civil Engineering Services, to include Stormwater Engineering, Surveying, and Geotechnical Services”. No commitments for future purchases for this or any other project are implied and responding firms should not infer any such intentions by the City.

The scope of work for these projects may include, but is not limited to the following services: surveying, geotechnical investigation, site selection and development, landscaping design, environmental permitting, drafting and design, cost estimating, bidding, grant and funding assistance, and construction management. Individual work assignments will be assigned as they arise through negotiated Task Orders.

- i. Sample Task Orders for the General Civil Engineering Services provider may include:
 - a) Civil, structural, and coastal engineering,
 - b) Bicycle and pedestrian facility design,
 - c) Design of roadway, bike-path, streetscape,
 - d) Curb and sidewalk refurbishment and new construction,
 - e) Site plan development review,
 - f) Grants assistance and state/federal funding assistance,

- g)City park and recreation area improvements,
- h)Lighting,
- i)Landscaping,
- j)Access road, and parking construction,
- k)Engineering Inspection and Oversight,
- l)Nature trails with passive amenities,
- m)Shoreline stabilization,
- n)Boardwalk construction,
- o)Utility relocations,
- p)Data and communication infrastructure,
- q)Survey and other related work.

ii.Sample Task Orders for the Stormwater Engineering Services under the General Civil Engineering Services provider may include:

- a)Master Planning,
- b)Computer modeling,
- c)NPDES Phase II MS-4, TMDL, or NNC Permitting Assistance,
- d)Stormwater Utility assistance, design and permitting of new or retrofit stormwater treatment and conveyance systems,
- e)Collecting information for the Geographical Information System (GIS),
- f)Site development stormwater report and plan reviews,
- g)Roadway, curb, sidewalk, pathway and landscape construction or reconstruction,
- h)Grants assistance and state/federal funding assistance,
- i)Survey and other related work.

iii.Sample Task Orders for the Surveying Services under the General Civil Engineering Services provider may include:

- a)Preparation of Boundary, Route, or Topographical surveys as requested,
- b)Legal descriptions for property and easements,
- c)Environmental, tree, utility and encroachment surveys,
- d)Collection of GIS data,
- e)Review of Plats, maps and surveys prepared by others and related work.

It is understood that providers of General Civil and Stormwater Engineering Services above may provide survey services that are related to their tasks and are not required to obtain services from the selected Survey services provider.

iv.Sample task orders for the Geotechnical Services under the General Civil Engineering Services provider may include:

- a)Testing services for materials and soils related to building, roadway, and related construction,
- b)Design services for geotechnical design for new structures,
- c)Soils testing to meet FDOT standards on City of Cocoa Local Agency Projects, or evaluation services on existing structures,
- d)Environmental Site Evaluations (Phase 1 and additional surveys as warranted and requested),
- e)Monitor Well Drilling and Chemical Analysis,
- f)Closure and Remediation services, as required.

6.2. Architectural Services [Q-23-01-COC-ARC]

The City of Cocoa is requesting proposals from qualified suppliers/consultants for “Architectural, Surveying and Geotechnical Services”. No commitments for future

purchases for this or any other project are implied and responding firms should not infer any such intentions by the City.

The scope of work for these projects may include, but is not limited to the following services: surveying, geotechnical investigation, site selection and development, building (including foundation, structural, electrical, and mechanical sub-systems) and landscaping design, environmental permitting, drafting and design, cost estimating, bidding, grant and funding assistance, and construction management. Individual work assignments will be assigned as they arise through negotiated Task Orders.

- i. Sample Task Orders for the Architectural Services provider may include:
 - a) Evaluation, renovation and upgrades of existing buildings,
 - b) Renovation of historic structures,
 - c) Grants assistance and state/federal funding assistance,
 - d) Design of new structures, municipal buildings, fire stations, or Emergency Operations Centers and other related work.
- ii. Sample Task Orders for the Surveying Services under the Architectural Services provider may include:
 - a) Preparation of Boundary, Route, or Topographical surveys as requested,
 - b) Legal descriptions for property and easements,
 - c) Environmental, tree, utility and encroachment surveys,
 - d) Collection of GIS data,
 - e) Review of Plats, maps and surveys prepared by others and related work.
- iii. Sample task orders for the Geotechnical Services under the Architectural Services provider may include:
 - a) Testing services for materials and soils related to building, roadway, and related construction,
 - b) Design services for geotechnical design for new structures,
 - c) Soils testing to meet FDOT standards on City of Cocoa Local Agency Projects, or evaluation services on existing structures,
 - d) Environmental Site Evaluations (Phase 1 and additional surveys as warranted and requested),
 - e) Monitor Well Drilling and Chemical Analysis,
 - f) Closure and Remediation services, as required.

6.3. Traffic Engineering Services [23-01-COC-TE]

The City of Cocoa is requesting proposals from qualified suppliers/consultants for “Traffic Engineering Services”. No commitments for future purchases for this or any other project are implied and responding firms should not infer any such intentions by the City.

- Sample Task Orders for the Traffic Engineering Services provider may include:
- a) Review of traffic impact analyses (TIA) and studies and development of recommendations for traffic mitigation options or traffic operational improvements needed to address traffic impacts for a government agency,
 - b) Review of alternative transportation impact fee studies for a government agency,
 - c) Review of private site development plans and TIA submittals, comprehensive plan amendments, change of zoning requests and special exception use requests for a government agency,

- d) Review and provide comments and recommendations on traffic impact analysis methodologies,
- e) Grants assistance and state/federal funding assistance,
- f) Preparation of transportation policies and standards for a government agency,
- g) Preparation and review of signalization or traffic improvement warrant studies,
- h) Preparation of parking studies,
- i) Preparation of special transportation studies and plans,
- j) Preparation of city-wide level of service analysis, including intersection analyses, and development of transportation master plans,
- k) Creation, management and continual update/maintenance of a Transportation Concurrency Management System,
- l) Preparation of road and traffic design, engineering and cost estimates,
- m) Preparation of traffic calming studies and construction plans,
- n) Development of complete streets and multimodal transportation plans and construction plans, to include evaluation of transit and transit-supportive options,
- o) Represent the City to various groups, agencies, state and federal government on an as needed basis,
- p) Attend public meetings and represent the City on an as-needed basis,
- q) And other related services.

7. MINIMUM RESPONDENT QUALIFICATIONS

The firms will be expected to incorporate innovations and best practices relative to environmental sensitivity in all projects. Selection criteria will also be based on typical availability to expedite tasking, abilities concerning effective quality control, construction management, error management, and value engineering. Other criteria for selection include previous experience, location & references, and ability to meet deadlines.

Additional related services may also be requested by the City of Cocoa. Preference will be given to firms that can provide a majority of the above services in-house and that have provided these services in the state of Florida. Authorization to perform tasks will be given on an individual task order basis in accordance with City of Cocoa Purchasing guidelines and budgetary restraints.

Qualified firms wishing to respond to any or all disciplines of the RFQ must provide all services described in this document, whether directly or through sub-consultants.

The City reserves the right to approve or disapprove any sub-consultants. This does not, however, limit the use of qualified sub-consultants.

The Successful Proposer will appoint one of their employees as the key contact for approval by the City's Project Manager.

It is the City's belief that the service required is adequately described herein. Therefore, any negotiated contract, which may result from this RFQ, must include the entire effort required of the proposer to provide the service described. Specifically, no additional fees shall be allowed for any additional services performed for any reasons whatsoever except those directly attributable to the City's errors or omissions. A provision to this effect shall be included in any negotiated contract.

The RFQ and any Addendums are available online using the Vendorlink bidding platform at <https://www.myvendorlink.com/>. Users will be required to sign up for a free account in order to access the solicitation material.

The City reserves the right to reject any or all Statements of Qualification or any portion thereof, with or without cause, to waive technical errors and informalities, and to accept the firm which, in its judgment will best serve the City.

8. RFQ SUBMITTAL DOCUMENTS

For the response to be considered complete and timely, Respondent must submit ONE (1) original marked "ORIGINAL", and One (1) USB copy of the proposal must be received by the City of Cocoa on or before 3:00 P.M., Monday, December 19, 2022.

Respondents must submit separately for each engineering discipline as your firm's response(s) will receive separate scoring for each discipline for which you propose.

The submission will be comprised of the Response Cover Page followed by the required documents in Sections I-IX. Each section will be separated using divider tabs and bound. A USB drive containing a complete electronic copy of the submittal in pdf format must be included.

Multiple submittals from a single firm may be combined in a single delivery package but shall be bound separately.

Respondents must include the following information in their proposal:

RFQ Submittal Acknowledgement: Respondent will complete the acknowledgement and agree to the terms and conditions therein.

Section 1 - Cover Letter: The response shall contain a cover letter signed by a person who is authorized to commit the Respondent's offer to perform the work included in the RFQ and should identify all materials and enclosures being forwarded in response to the RFQ. **(Limited to 2 pages)**

Section 2 - Table of Contents: The Table of Contents shall provide a listing of all major topics, their associated section number, and starting page. **(Limited to 2 pages)**

Section 3 - Company/Firms and Subconsultant Qualifications and Capabilities: The Company Qualifications and Capabilities section of the proposal shall be **limited to four (4) typewritten pages**. The purpose of this section is to provide a brief discussion of Respondent's business history and description of the firm's abilities and capabilities to perform Tasks described in the RFQ. The section should also include a summary of current and projected workload of the project team including the designated project manager and project engineer and statements addressing the following:

- 1) Responsiveness of the prime firm to satisfy the requirements of this RFQ, especially the Scope of Services and Minimum Qualifications set forth in Section 6 and 7;
- 2) The sufficiency of the financial resources and ability of the firm's personnel to perform the Contract or service;
- 3) Whether the firm has performed similar Contracts within the time and budget specified, without delay or interference;

- 4) The character, integrity, reputation, judgment, experience and efficiency of the firm;
- 5) The previous and existing experience and compliance by the Firm with the laws and ordinances relating to the scope of services;
- 6) The number, frequency, and outcome of any professional malpractice and other claims related to services rendered that are made against the firm in any administrative, license, court, or other legal proceeding within the last five (5) years; and
- 7) Whether the firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act.

Section 4 - Project Team Qualifications and Experience: The Project Team Qualifications and Experience section of the proposal will be **limited to 8 pages** and shall include the following:

- Provide an overview of the project team qualifications and experience (**Limited to 1 page**)
- Provide an organizational chart designating Consultant's Project Manager, Project Architect or Engineer, Key Personnel and any sub-consultants. (**Limited to 1 page**)
- Prepare Form A for the Proposed Project Manager.** Form A requires the consultant to provide three (3) projects demonstrating the proposed project manager's experience. List up to three SIMILAR PROJECTS, (one project per page), for which services have been SUCCESSFULLY COMPLETED WITHIN THE PAST TEN (10) YEARS, which most closely match the scope of work in this RFQ, as identified in similar project description, wherein the proposed Project Manager has performed IN THE SAME CAPACITY with your firm, or other firms. LIST THE ONE PROJECT MANAGER ONLY AS INDICATED ON THE ORGANIZATIONAL CHART. The Consultant shall ensure that the basic description of the similar project, including all required performance requirements and/or dimensions are *identified* and that the elements are adequately explained in the text.
- Prepare Form B for the Proposed Project Engineer.** List up to three (3) similar projects, (one project per page), for which services have been SUCCESSFULLY COMPLETED WITHIN THE PAST TEN (10) YEARS, which most closely match the scope of work in this RFQ, as identified in similar project description, wherein the proposed project engineer has performed IN THE SAME CAPACITY with your firm, or other firms. LIST THE ONE PROJECT ARCHITECT OR ENGINEER ONLY AS INDICATED in the Organizational Chart. The Proposer shall ensure that the basic description of the similar project, including all required performance requirements and/or dimensions are *identified* and that the elements are adequately explained in the text.

Section 5 - Past and Present Experience and Performance on Projects. The experience and performance on Projects section of the proposal will be **limited to 6 pages** and shall include the following:

- Provide a summary of project team's experience on projects (**Limited to 1 page**)
- Prepare Form C for the Proposed Project Team.** List up to five similar projects, (one project per page), for which services have been SUCCESSFULLY COMPLETED WITHIN THE PAST TEN (10) YEARS, which most closely matches the scope of work in this RFQ. The Respondent(s) shall ensure that the basic description of the similar project, including all required performance requirements and/or dimensions are *identified* and that the elements are adequately explained in the text. (**Limited to 5 pages as Form C**)

Section 6 - Project Approach: The purpose of the Project Approach is to provide preliminary insight into how the Respondent would sequence work and to provide specific innovative ideas that would be refined during projects. (**Limited to 3 pages**)

Section 7 - Resumes: Resumes of key personnel on project team relating to specific skills and experience related to the scope of work of the RFQ. **(Limited to 5 pages)**

Section 8 - Required Proposal Submittal Forms and Statements: This section of the proposal is where the following forms and statements will be located. Use the RRQ form template where provided

- 1)Location **(form provided)** Both Project Manager and Project Architect or Engineer shall reside within 75 miles of the City of Cocoa defined as City Hall, 65 Stone Street, Cocoa, Florida. If either is located outside of the 75 mile radius, then zero points will be awarded. Section 7 will require only the Affidavit of Project Manager and Project Architect or Engineer Location
- 2)Affidavit of Existing or Prior Contracts with the City **(form provided)**
- 3)Affidavit of Other Applicable Mandatory Criteria **(form provided)**
- 4)Scrutinized Company Certification **(form provided)**
- 5)Drug Free Workplace Form **(form provided)**
- 6)Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions **(form provided)**
- 7)Non-Collusion/Lobbying Certification **(form provided)**
- 8)Organizational Information **(form provided)**
- 9)E-Verify Affidavit **(form provided)**
- 10)FEMA Rider **(form provided)**
- 11)Flow down of Terms and Conditions from the Federal Regulations and/or Grant Agreement **(form provided)**
- 12)Business Reference List **(form provided)**
- 13)Standard Terms and Conditions/Special Condition Modification Requests **(Proposer provided letter detailing exceptions)**
- 14)Copy of business licenses
- 15)Certificates of Insurance (see RFQ terms 4.1-4.6)
- 16)If applicable, Minority Business Enterprise certification

These materials will not be counted against the submittal's total page limit provided that they are all collected under a separate tabbed section of the submittal and labeled 'Required Proposal Forms and Statements'.

Written Response to the RFQ: When compiling the responses, sections should be tabbed and labeled; pages should be sequentially numbered at the bottom of the page; proposals **should NOT be permanently bound**; do not use three ring binders; should allow flat storage; and sections should be compiled in the sequence list above. **The Maximum number of pages shall be 33 pages**, not including tabs/dividers and the "Required Proposal Submittal Forms and Statements" section.

9.RFQ TIMELINE

The City reserves the right to establish and change the schedule of the RFQ process at any time, with or without notice and without penalty. However, the **anticipated** schedule for this RFQ is as follows:

Solicitation Schedule		
STEP	STAGE	DATE
1	RFQ Issued	Friday, November 4, 2022
2	RFQ Advertised	Friday, November 4, 2022
3	Deadline for Respondent Questions	Monday, November 21, 2022
4	Responses/Addendum Issued by City	Monday, November 28, 2022
5	RFQ Submission Deadline	Monday, December 19, 2022
6	Short List Selected for Presentations	TBD
7	Presentations	TBD
8	Final Ranking and Recommendation of Firms by Advisory Selection Committee	Monday, January 9, 2023
9	City Council consideration of ASC Recommendation and City Council's decision regarding Contract Negotiations	Tuesday, January 24, 2023
10	Contract Award by Council if negotiations successful (including an initial task order)	Tuesday, February 14, 2023

10. PRESENTATIONS

In general, the City wishes to avoid the expense to the City and to Respondents of unnecessary oral presentations. Therefore, the City will make every reasonable effort to achieve the ranking using written submittals alone. If no top-ranked firms can be clearly identified by review of the written submittals alone, then the Advisory Selection Committee shall schedule three or more of the top ranked firms for presentations.

If the City chooses to conduct oral presentations with one or more of the Respondents, the presentations will be held before the Advisory Selection Committee at a duly noticed meeting which may be open to the public. Minutes of the meeting will be prepared and the meeting shall be tape recorded in accordance with s. 286.0113, Florida Statutes. The following general guidelines will be used during the presentations:

The City will establish the presentation schedule and Respondents will be notified at least seven (7) calendar days in advance of the date, time and place of the presentations. Respondents are required to be available for the presentations and top members of the Respondent's team that will be working on and supervising the project are also expected to be present at the presentation and be available for questions.

The City will attempt to allot equal time for each Respondent divided into three sequential parts: (1) Introductory presentation by the Respondent (5 Minutes); (2) Questions and Answers between members of the ASC and the Respondent (10 Minutes); and (3) Brief closing remarks by the Respondent (5 Minutes). The time allotted for the presentation will be deemed the maximum time and no firm will be penalized for using less than the allotted time. The City reserves the right to go over the allotted time at any presentation to the extent that the Advisory Selection Committee deems it necessary to

continue the question and answer period of the presentation related to Respondent's relevant qualifications and the criteria, and factors set forth in the RFQ.

Oral presentations will provide an opportunity for key members of the Respondent's team to demonstrate their, and their firm's, ability to communicate succinctly, efficiently, effectively, creatively, and economically about the requirements of this RFQ, and to demonstrate that their skills, qualifications, and character are compatible and consistent with the City's requirements and objectives set forth in this RFQ.

After the presentations, the Advisory Selection Committee will deliberate and prepare a recommended ranking of the qualifications of the Respondents that presented based on the written proposals and the presentations. The deliberations and recommendation may not occur at the presentation session, and will likely occur at a subsequently noticed meeting of the Advisory Selection Committee. The final ranking will be submitted to the City Council as a recommendation only. The City Council has the right to accept, reject, or modify the recommendation as it deems in the best interests of the City of Cocoa. The City Council will render, at its sole and absolute discretion, the final decision on the ranking received from the Advisory Selection Committee and make selection of Consultants for contract negotiations and the award of any and all Contracts under this RFQ. The City Council's decision shall constitute the final decision of the City of Cocoa regarding this RFQ.

11.EVALUATION PROCEDURE AND CRITERIA

All responses will be subject to a review and evaluation process under the CCNA procedure set forth in the Florida Statutes. It is the intent of the City that all engineering firms and consultants responding to this RFQ who meet the requirements contained in this RFQ shall be ranked, at the City's sole and absolute discretion, in accordance with the criteria and factors established in these documents. The City will consider all responsive and responsible responses received in its evaluation and award process.

Submittals will be scored and weighted using the evaluation rating range table and cumulative point system (the maximum attainable score is 100 points) as follows:

- 1- Firm's Qualifications (Section III) – 15 Points
- 2-Project Team's Qualifications (Section IV) – 20 Points
- 3- Experience and Performance (Section V) – 20 Points
- 4- Project Approach (Section VI) – 20 Points
- 5- Resumes (Section VII) – 20 Points
- 6- Whether the firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act. (5 pts)

The City may, at its discretion, seek clarification of any aspect of a Consultant's submittal. Selection shall be made of the Consultants that demonstrate capability while most closely meeting the City's needs according to the requirements of this RFQ and the evaluation criteria

and factors designated herein. Further, once the City Council approves a ranking of the firms, the award will depend upon the successful Respondents negotiating acceptable terms under a Consulting Professional Services Agreement. **While not part of the ranking part of the RFQ process, Consultants are hereby notified that should a Respondent be selected to negotiate a contract with the City, the City will be paying significant attention to cost of services being offered.** If the City pursues competitive negotiations with your firm and the City cannot agree on fair, competitive, and reasonable rates, fees, and charges for services required by this RFQ, the City will cease negotiations with your firm. The City will then commence negotiations with the next ranked firm or firms until the City has awarded a contract or rejected all the proposals at its sole discretion.

While the City intends to enter into contracts with a minimum of the top two (2) most qualified Consultants, subject to successful negotiation of acceptable terms of a contract, the City reserves the right to supplement the number of selected Consultants and enter into further additional contracts should certain areas of requested engineering expertise either (1) not be offered at all by the top two most qualified Consultants; or (2) if there are not an adequate number of engineering firms offering certain areas of expertise, in the City's sole discretion and determination."

12.OTHER APPLICABLE MANDATORY CRITERIA

The following represent additional mandatory criteria (See Section IX Affidavit):

- 1)The firm is licensed to practice in Florida and said license is in good standing.
- 2) The firm has no legal or professional conflict of interest with regard to any other work performed by the firm for the City of Cocoa or for any other person or entity or with respect to the scope of services required by this RFQ.
- 3) The firm adheres to the instructions and requirements in this RFQ in preparing and submitting the response including, but not limited to the Anti-Lobbying provision.

EACH RESPONDENT SHALL BE REQUIRED TO ADDRESS THE OTHER APPLICABLE MANDATORY CRITERIA IN WRITING AS PART OF THE RFQ SUBMITTAL PACKAGE. IF ANY OF THE FACTORS OR CRITERIA IS NOT APPLICABLE, THE RESPONDENT IS INSTRUCTED TO WRITE "NOT APPLICABLE" AS AN ANSWER.

RFQ SUBMITTAL ACKNOWLEDGEMENT



Finance Department

Purchasing & Contracts Division **ISSUE DATE: Friday, November 4, 2022**

65 Stone St.

Cocoa, FL 32922 **PROPOSALS MUST BE RECEIVED PRIOR TO:**

Monday, December 19, 2022, 3:00PM

PURCHASING DIVISION CONTACT:

Brian Dale

(321) 433-8833

purchasing@cocoafl.org

PLEASE COMPLETE THE FOLLOWING AND SUBMIT THIS FORM WITH YOUR PROPOSAL	
Vendor Name:	Check off the engineering services for which your firm wishes to be considered: ☐ GENERAL CIVIL ENGINEERING ☐ ARCHITECTURAL ☐ TRAFFIC ENGINEERING List of Deviations (if any) attached Yes___ No___ If submitting a "NO RESPONSE", state reason: _____ _____ _____
Address:	
City, State, Zip:	
Primary Contact:	
Phone Number:	
Fax Number:	
E-Mail Address:	
FEIN Number:	

Response packages shall be mailed or hand-delivered to the Office of the Purchasing Manager, located at 65 Stone St., Cocoa, Florida 32922. Responses received after the specified time and date will not be accepted. The City will not be responsible for mail delays, late or incorrect deliveries. The clock located in the lobby of the Office of the Purchasing Manager will be the official authority for determining late responses.

One (1) original (MARKED "ORIGINAL") and One (1) electronic copy on a USB drive. of all responses and required attachments must be executed and submitted in a sealed envelope. Respondent shall mark response envelope, **RFQ #Q-23-01-COC GENERAL CIVIL ENGINEERING, ARCHITECTURAL AND TRAFFIC ENGINEERING SERVICES.** Respondent name and return address must be clearly identified on the outside of the envelope.

By submitting an RFQ proposal and executing below, the undersigned individual hereby represents and warrants that they have the full authority on behalf of Respondent to submit this RFQ package to the City of Cocoa, and bind the Respondent to the terms and conditions of this RFQ. The Respondent represents and warrants to the City of Cocoa that they have read, understand, and agree to abide by all the terms and conditions set forth in the RFQ Package and all subsequently issued addendums. Further, Respondent certifies, represents, and warrants that all information contained in Respondent's RFQ submittal is accurate and truthful and that the City of Cocoa will rely on said information during the RFQ process. Respondent further understands and agrees that misleading, fraudulent, untruthful, and deceitful information, whether presented to the City in writing or verbally, shall be grounds for immediate disqualification. Additionally, Respondent agrees that the City of Cocoa shall have the sole discretion to rank Respondents to this RFQ.

The final ranking of the qualifications of all Respondents by the City does not guarantee that any of the highest ranked Respondents will be selected to perform the services required by this RFQ. The City, at its sole discretion, will initiate negotiations to enter into two or more written Contracts with selected Respondents pursuant to this RFQ and in accordance with the Consultants' Competitive Negotiation Act, s. 287.055, Florida Statutes. Said Contracts shall be approved separately by, and at the sole discretion of, the City Council of Cocoa, and shall depend on numerous factors such as any successful Respondent offering fair, competitive and reasonable prices for their services and the Respondent's ability to accept the terms and conditions required by the City. Further, Respondent agrees that the City has the right to reject, for any reason and without penalty, any and all submittal packages prior to and after the rankings are made by the City, and that the City has the right, for any reason and without penalty, to terminate any contract negotiations commenced under this RFQ with any Respondent at any time, including after selection of certain Respondents for negotiation. Selected Respondents will be required to execute a written agreement on a form prepared by and acceptable to the City Attorney. Under no circumstances whatsoever shall a contract be formed between the City and a selected Respondent until such time the written agreement is approved by the City Council at a public meeting and executed by the Respondent.

Respondent shall bear all costs associated with preparing and responding to this RFQ. The City of Cocoa will provide no compensation for such costs.

During the RFQ process, Respondent consents to the City of Cocoa conducting credit and corporate background checks on the Respondent. Further, the Respondent hereby consents and authorizes the City to contact any and all previous clients, and references, of Respondent to inquiry about the Respondent's past or current performance on any other project that the City deems to be relevant to the services requested under this RFQ.

Respondent expressly acknowledges and represents and warrants that it will comply with the Anti-Lobbying requirement of this RFQ which is set forth in Section I of this RFQ.

Addendum Acknowledgements [List addenda number and date]:

THE UNDERSIGNED RESPONDENT HEREBY AGREES TO THE TERMS AND
CONDITIONS SET FORTH ABOVE AND CONTAINED ELSEWHERE IN THIS RFQ AS IF
SET FORTH ABOVE.

Name of Respondent

Authorized Signature

Name & Title

Date

SECTION I – COVER LETTER

SECTION II – TABLE OF CONTENTS

SECTION III – FIRM’S QUALIFICATIONS

SECTION IV – PROJECT TEAM’S QUALIFICATIONS

FORM A
PROJECT EXPERIENCE OF PROJECT MANAGER
(PAGE 1 of 3)

Proposed Project Manager: Name: _____

1. Project Name:

Owner:

Reference Name, Address, Phone Number, Email Address:

Project Description:

Design or Consulting Fee: _____

Design or Consulting Completion Date (month/year): _____

Construction Cost: _____

Construction Completion Date: _____

Firm: _____

Summary of Work:

FORM A
PROJECT EXPERIENCE OF PROJECT MANAGER
(PAGE 2 of 3)

Proposed Project Manager: Name: _____

2. Project Name:

Owner:

Reference Name, Address, Phone Number, Email Address:

Project Description:

Design or Consulting Fee: _____

Design or Consulting Completion Date (month/year): _____

Construction Cost: _____

Construction Completion Date: _____

Firm: _____

Summary of Work:

FORM A
PROJECT EXPERIENCE OF PROJECT MANAGER
(PAGE 3 of 3)

Proposed Project Manager: Name: _____

3. Project Name:

Owner:

Reference Name, Address, Phone Number, Email Address:

Project Type: _____

Design or Consulting Fee: _____

Design or Consulting Completion Date (month/year): _____

Construction Cost: _____

Construction Completion Date: _____

Firm: _____

Summary of Work:

FORM B
PROJECT EXPERIENCE OF PROJECT ENGINEER
(PAGE 1 of 3)

Proposed Project Engineer: Name: _____

1. Project Name:

Owner:

Reference Name, Address, Phone Number, Email Address:

Project Description:

Design or Consulting Fee: _____

Design or Consulting Completion Date (month/year): _____

Construction Cost: _____

Construction Completion Date: _____

Firm: _____

Summary of Work:

FORM B
PROJECT EXPERIENCE OF PROJECT ENGINEER
(PAGE 2 of 3)

Proposed Project Engineer: Name: _____

2. Project Name:

Owner:

Reference Name, Address, Phone Number, Email Address:

Project Description:

Design or Consulting Fee: _____

Design or Consulting Completion Date (month/year): _____

Construction Cost: _____

Construction Completion Date: _____

Firm: _____

Summary of Work:

FORM B
PROJECT EXPERIENCE OF PROJECT ENGINEER
(PAGE 3 of 3)

Proposed Project Engineer: Name: _____

3. Project Name:

Owner:

Reference Name, Address, Phone Number, Email Address:

Project Type: _____

Design or Consulting Fee: _____

Design or Consulting Completion Date (month/year): _____

Construction Cost: _____

Construction Completion Date: _____

Firm: _____

Summary of Work:

SECTION V - PROJECT EXPERIENCE

FORM C
PROJECT EXPERIENCE OF PROJECT TEAM
(PAGE 1 of 5)

1. Project Name:

Owner:

Reference Name, Address, Phone Number, Email Address:

Project Description:

Design or Consulting Fee: _____

Design or Consulting Completion Date (month/year): _____

Construction Cost: _____

Construction Completion Date: _____

Firm: _____

Summary of Work:

**FORM C: PROJECT EXPERIENCE OF PROJECT TEAM
(PAGE 2 of 5)**

2. Project Name:

Owner:

Reference Name, Address, Phone Number, Email Address:

Project Description:

Design or Consulting Fee: _____

Design or Consulting Completion Date (month/year): _____

Construction Cost: _____

Construction Completion Date: _____

Firm: _____

Summary of Work:

**FORM C: PROJECT EXPERIENCE OF PROJECT TEAM
(PAGE 3 of 5)**

3. Project Name:

Owner:

Reference Name, Address, Phone Number, Email Address:

Project Description:

Design or Consulting Fee: _____

Design or Consulting Completion Date (month/year): _____

Construction Cost: _____

Construction Completion Date: _____

Firm: _____

Summary of Work:

**FORM C: PROJECT EXPERIENCE OF PROJECT TEAM
(PAGE 4 of 5)**

4. Project Name:

Owner:

Reference Name, Address, Phone Number, Email Address:

Project Description:

Design or Consulting Fee: _____

Design or Consulting Completion Date (month/year): _____

Construction Cost: _____

Construction Completion Date: _____

Firm: _____

Summary of Work:

**FORM C: PROJECT EXPERIENCE OF PROJECT TEAM
(PAGE 5 of 5)**

5. Project Name:

Owner:

Reference Name, Address, Phone Number, Email Address:

Project Description:

Design or Consulting Fee: _____

Design or Consulting Completion Date (month/year): _____

Construction Cost: _____

Construction Completion Date: _____

Firm: _____

Summary of Work:

SECTION VI – PROJECT APPROACH

SECTION VII – RESUMES

SECTION VIII – OTHER REQUIRED FORMS

BUSINESS REFERENCE LIST

The firm shall provide a minimum of three (3) business related references for which they are currently providing, or have provided within the last ten (10) years, engineering services similar to the scope of services required by this RFQ.

1. Company Name _____
Contact Name and Title _____
Address _____
Phone Number _____
Duration of Contract or business relationship _____

2. Company Name _____
Contact Name and Title _____
Address _____
Phone Number _____
Duration of Contract or business relationship _____

3. Name _____
Contact Name and Title _____
Address _____
Phone Number _____
Duration of Contract or business relationship _____

AFFIDAVIT OF LOCATION OF PROJECT MANAGER AND PROJECT ENGINEER

(PAGE 1 OF 2)

Proposers shall complete and submit the information below to clearly identify the location of the Project Manager and Project Engineer designated in the organizational chart required in Section III RFQ Submittal Requirements. All proposers shall complete and sign the pages of this form concerning location. **NOTE THE AFFIDAVIT/NOTARIZATION REQUIREMENT (page 2).**

1. Current domicile of Project Manager.

Name of Project Manager _____

Address _____

City & County _____

State _____

2. Current domicile of Project Engineer.

Name of Project Engineer _____

Address _____

Street, City & County _____

State _____

**AFFIDAVIT OF LOCATION OF PROJECT MANAGER AND PROJECT
ENGINEER**

(PAGE 2 OF 2)

AFFIDAVIT

Under penalties of perjury, I swear that the preceding location information is true and correct. I also acknowledge that any material misrepresentation will be grounds for terminating for default any Contract, which may have been awarded due in whole or part to such misrepresentation. I also understand that false statements may result in criminal prosecution for a felony of the third degree per Section 92.525(3), Florida Statutes.

_____ Authorized Signatory	_____ Name of Proposer
_____ Typed or Printed Full Name	_____ Date
_____ Title	

On this _____ day of _____, 20__, before me appeared (name)_____, to me personally known, who being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (name of firm)_____. to execute the affidavit and did so as his or her free act and deed.

Notary Public _____

Commission Expires _____

(seal)

Date _____

State of _____

County of _____

**AFFIDAVIT OF EXISTING AND PRIOR CONTRACTS WITH THE CITY OF
COCOA**

STATE OF _____

CITY OF _____

BEFORE ME, the undersigned authority, this day personally appeared _____, who, after first being duly sworn, upon oath, deposes and says:

1. My name is _____ and I am over the age of eighteen (18) years.

2. I have personal knowledge of the facts contained in this Affidavit, and I know these facts to be true and correct.

3. I currently serve in the position of _____ for _____ (hereinafter "Respondent") and have been employed by Respondent since _____.

4. I am familiar with one of the factors in the Consultants Competitive Negotiations Act ("CCNA"; section 287.055, Florida Statutes) that requires the City of Cocoa to generally consider the volume of work previously awarded each firm by the City of Cocoa when awarding new Contracts under the CCNA with the object of effecting an equitable distribution of Contracts among qualified firms, provided the distribution does not violate the principle of selection of the most highly qualified firm; and

5. I am familiar with the client base and the various Contracts for services entered into by Respondent, and have knowledge of whether or not there are any existing and/or prior Contracts within the past three (3) years between the City of Cocoa, Florida and Respondent.

6. Based on my knowledge indicated in paragraph 5 of this Affidavit, there currently exist the following Contracts and task orders under a continuing services Contract between Respondent (performed either solely by the Respondent or as part of a joint venture) and the City of Cocoa, with the corresponding amount paid Respondent by the City of Cocoa for services rendered by Respondent:

CONTRACT	AMOUNT PAID
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

7. Based on my knowledge indicated in paragraph 5 of this Affidavit, there were the following prior Contracts and task orders under a continuing services Contract between Respondent (performed either solely by the Respondent or as part of a joint venture) and the City of Cocoa within the previous three (3) years from the date of this Affidavit, with the corresponding amount paid Respondent by the City of Cocoa for services rendered by Respondent:

CONTRACT	AMOUNT PAID
_____	_____
_____	_____

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

FURTHER AFFIANT SAYETH NAUGHT.

Print Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was sworn to and subscribed before me by means of
() physical presence or () online notarization, this ____ day of _____,
20__ by _____ [] who is personally known to me, or [] who has
produced _____ as identification.

WITNESS my hand and official seal in the State and County last aforesaid this
_____ day of _____, 20__.

NOTARY PUBLIC
Print Name:

My Commission Expires:

**AFFIDAVIT OF OTHER APPLICABLE MANDATORY
CRITERIA**

STATE OF _____

CITY OF _____

BEFORE ME, the undersigned authority, this day personally appeared _____, who, after first being duly sworn, upon oath, deposes and says:

1. My name is _____ and I am over the age of eighteen (18) years.

2. I have personal knowledge of the facts contained in this Affidavit, and I know these facts to be true and correct.

3. I currently serve in the position of _____ for _____ (hereinafter "Respondent") and have been employed by Respondent since _____.

4. I am familiar with the current professional licensing status of Respondent.

5. I have assisted in preparing the Respondent's response to the City of Cocoa RFQ for Engineering Services for Utility Conveyance System Upgrades and Expansion and I am familiar with the contents of said response.

6. I am also familiar with the other applicable mandatory criteria listed in Section V of the City of Cocoa RFQ for Engineering Services for Utility Conveyance System Upgrades and Expansion; and

7. Based on my personal knowledge and belief, I state as follows:

A. Respondent is duly licensed to practice in the State of Florida, and said license is in good standing with the State of Florida;

B. There are no legal or professional conflicts of interest with regard to any work performed by the Respondent for the City of Cocoa or any other person or entity, or with respect to the scope of services required by the City of Cocoa RFQ for Engineering Services for Utility Conveyance System Upgrades and Expansion; and

C. The Respondent adhered to the instructions set forth in the City of Cocoa RFQ for Engineering Services for Utility Conveyance System Upgrades and Expansion in preparing and submitting the Respondent's response including, but not limited to the Anti-Lobbying provision.

FURTHER AFFIANT SAYETH NAUGHT.

Print Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was sworn to and subscribed before me by means of (____) physical presence or (____) online notarization, this ____ day of _____, 20__ by _____ [] who is personally known to me, or [] who has produced _____ as identification.

WITNESS my hand and official seal in the State and County last aforesaid this _____ day of _____, 20__.

NOTARY PUBLIC

Print Name: _____

My Commission Expires: _____

**Scrutinized Company Certification
Solicitation No. Q-17-16-COC**

This certification is required pursuant to Sections 287.135, 287.012 and 215.473, Florida Statutes.

A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of:

- (a) Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. [215.4725](#), or is engaged in a boycott of Israel; or
- (b) One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:
 - 1. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. [215.473](#); or
 - 2. Is engaged in business operations in Cuba or Syria.

THIS CERTIFICATION FORM MUST BE COMPLETED AND INCLUDED IN YOUR BID/RFP/RFQ RESPONSE. FAILURE TO SUBMIT THIS FORM AS INSTRUCTED, SHALL RENDER YOUR BID SUBMITTAL NON-RESPONSIVE.

The Vendor, by virtue of the signature below, certifies that:

- a. The Vendor, owners, or principals are aware of the requirements of Section 287.135, Florida Statutes; and
- b. The Vendor, owners, or principals, are eligible to participate in this solicitation and not listed on either the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; engaged in business operations in Cuba or Syria; or on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel; and
- c. If awarded the Contract, the Vendor, owners, or principals will immediately notify the CITY in writing if any of its principals are placed on any of the Scrutinized Company Lists above or becomes engaged in business operations in Cuba or Syria, or becomes engaged in a boycott of Israel.
- d. The Vendor understands that any contract with an agency or local governmental entity for goods or services of \$1 million or more entered into or renewed on or after July 1, 2018, must contain a provision that allows for the termination of such contract at the option of the awarding body if the company is found to have submitted a false certification, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria. Any contract with an agency or local governmental entity for goods or services of any amount entered into or renewed on or after July 1, 2018, must contain a provision that allows for the termination of such contract at the option of the awarding body if the company is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel..

(Authorized Signature)

(Printed Name and Title)

(Name of Vendor)

STATE OF _____, COUNTY OF _____

The foregoing instrument was acknowledged before me by means of () physical presence or () online notarization, this ____ day of _____, 20____, by _____ (name of person whose signature is being notarized) as _____ (title) of _____ (Name of Vendor), known to me to be the person described herein, or who produced _____ (type of identification) as identification, and who did/did not take an oath.

NOTARY PUBLIC:

(Signature) State of _____ at Large (Seal)

(Print Name) My commission expires: _____

Scrutinized Company Provisions

SCRUTINIZED COMPANIES: Section 287.135, Florida Statutes prohibits agencies from contracting with companies for goods or services of \$1 million or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes. A company that is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List may not bid on, submit a proposal for, or enter into a Contract with an agency or local government entity for goods or services of \$1 million or more.

Pursuant to Chapter 215.473, Florida Statutes, the Florida State Board of Administration is charged with maintaining a complete list of scrutinized companies. Scrutinized companies are judged according to whether they meet the following criteria:
Sudan:

1. Have a material business relationship with the government of Sudan or a government-created project involving oil related, mineral extraction, or power generation activities, or
2. Have a material business relationship involving the supply of military equipment, or
3. Impart minimal benefit to disadvantaged citizens that are typically located in the geographic periphery of Sudan, or
4. Have been complicit in the genocidal campaign in Darfur.

Iran:

1. Have a material business relationship with the government of Iran or a government-created project involving oil related or mineral extraction activities, or
2. Have made material investments with the effect of significantly enhancing Iran's petroleum sector.

The SBA is not responsible for compliance with Chapter 287.135, Florida Statutes. The SBA's responsibilities are solely focused on the Protecting Florida's investments Act and

Chapter 215.473 as it related to the identification of the “Scrutinized Companies” that have prohibited business operations in Sudan or Iran.

List is found at:

<http://www.sbafla.com/fsb/Home/ProtectingFloridasInvestmentAct/tabid/751/Default.aspx>
x then click on the “Other Links” to the List

or

<http://www.sbafla.com/fsb/LinkClick.aspx?fileticket=iePW9X713-E%3D&tabid=751&mid=2409>

Drug-Free Workplace Certification

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

IDENTICAL TIE PROPOSALS: Preference may be given to businesses with drug-free workplace programs. Whenever two or more proposals that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied Respondents have a drug-free workplace program.

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

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

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in **Attachment "E", Drug-Free Workplace Certification**, is truthful and correct at the time of submission.

AUTHORIZED SIGNATORY Typed Name of AUTHORIZED SIGNATORY

Title Date

Witness Signature Typed Name of Witness

Certification A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief that its principals;
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;
 - b. Have not within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or Contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation of this proposal.

Instructions for Certification (A)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or any explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

Certification B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (B)

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agree by submitting this proposal that it will include this clause title "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitation for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principles. Each participant may but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

Applicant:		Date:
Signature of Authorized Certifying Official:	Title:	

Non-Collusion/Lobbying Certification

This statement is submitted with Proposal by:

_____ whose business address is _____
[Name of entity submitting sworn statement]

_____ and its Federal Employer Identification Number (FEIN) is _____.

My name is _____ and my relationship to the above is _____.
[Please print name of individual signing]

A. NON-COLLUSION PROVISION CERTIFICATION.

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

B. LOBBYING CERTIFICATION.

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

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

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

AUTHORIZED SIGNATORY Typed Name of AUTHORIZED SIGNATORY

Title Date

Witness Signature Typed Name of Witness

Organizational Information

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

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

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

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

Respondant/Contractor_Name:

Mailing_Address:

Telephone_Number: _____ E-mail Address: _____

FEIN: _____ DUNS: _____ CAGE Code: _____ As issued through www.sam.gov

Authorized SignatoryPrinted Name

Title _____

Date _____

E-Verify Contractor Affidavit

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

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

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

Print Name: _____

Date: _____

STATE OF FLORIDA

COUNTY OF _____

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

[Notary Seal] Notary Public

Name typed, printed, or stamped

My Commission Expires: _____

FEMA RIDER

FEDERALLY REQUIRED CONTRACT CLAUSES FOR FEMA

GRANTEES AND SUBGRANTEES

1.Equal Employment Opportunity

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

2.Compliance with the Davis-Bacon Act

The contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors are required to pay wages not less than once a week. Prevailing wage determinations are issued by the Department of Labor and can be found by visiting their website at: <https://www.dol.gov/agencies/whd/government-contracts/construction>. These rates may be subject to change based on the January 2022 update.

3.Compliance with the Copeland “Anti-Kickback” Act

- a.Contract. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b.Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c.Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment

4.Compliance with the Contract Work Hours and Safety Standards Act

- (1)*Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2)*Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- (3)*Withholding for unpaid wages and liquidated damages.* The CITY OF COCOA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or

any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

- (4) *Subcontracts*. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section

~~5. Rights to Inventions Made Under a Contract or Agreement Not Applicable~~

~~Include CFR Title 37 § 401.14 Standard patent rights clauses when applicable~~

6. Clean Air Act

- a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- b. The contractor agrees to report each violation to the City of Cocoa and understands and agrees that the City of Cocoa will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
- c. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

7. Federal Water Pollution Control Act

- a. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.
- b. The contractor agrees to report each violation to the City of Cocoa and understands and agrees that the City of Cocoa will, in turn, report each violation as required to assure notification to the Florida Division of Emergency Management, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
- c. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

8. Suspension and Debarment

- a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by the City. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida

and, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

- d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

9. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

- a. Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

10. PROCUREMENT OF RECOVERED MATERIALS

- a. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
- i. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - ii. Meeting contract performance requirements; or
 - iii. At a reasonable price.
- b. Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement guidelines web site, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.
- c. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

11. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

- a. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—
- b. Prohibitions.
- i. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from

certain entities for national security reasons.

ii. Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

1. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
2. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
3. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
4. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

c. Exceptions.

i. This clause does not prohibit contractors from providing—

1. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
2. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

ii. By necessary implication and regulation, the prohibitions also do not apply to:

1. Covered telecommunications equipment or services that:
 - a. Are *not used* as a substantial or essential component of any system; *and*
 - b. Are *not used* as critical technology of any system.
2. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

d. Reporting requirement.

i. In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

ii. The Contractor shall report the following information pursuant to paragraph

(d)(1) of this clause:

1. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
2. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

e. *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

12. DOMESTIC PREFERENCES FOR PROCUREMENTS

- a. As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause:
 - i. Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - ii. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

13. Access to Records

The following access to records requirements apply to this contract:

- (1) The contractor agrees to provide the City, the State of Florida, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

14. *DHS Seal, Logo, and Flags*

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

15. *Compliance with Federal Law, Regulations, and Executive Orders*

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

16. *No Obligation by Federal Government*

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

17. *Program Fraud and False or Fraudulent Statements or Related Acts*

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract. *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.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and

contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

18. Affirmative Socioeconomic Steps

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

19. Copyright and Data Rights– Not applicable

~~The Contractor grants to the CITY OF COCOA a paid-up, royalty free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the CITY OF COCOA or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the CITY OF COCOA first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the CITY OF COCOA.~~

Flow down of Terms and Conditions from the Federal Regulations and/or Grant Agreement

Subcontracts: If the Bidder subcontracts any portion of the work under this Agreement, a copy of the signed subcontract must be available to the City of Cocoa for review and approval. The bidder agrees to include in the subcontract that:

- A. The subcontractor is bound by the terms of this Agreement;
- B. The subcontractor is bound by all applicable state and federal laws and regulations; and
- C. The subcontractor shall hold the City of Cocoa, grant recipient and granting agency harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

Grant Conditions and Federal Provisions

On behalf of the Bidder, I acknowledge, and agree to perform all of the specifications and grant requirements identified in this solicitation document(s).

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in the FEMA RIDER, acknowledge, and agree to perform all of the specifications and grant requirements identified in this solicitation document(s) and subsequent awarded Agreement as a result of this solicitation process should I be the successful Respondant.

Respondant/Contractor_Name:

Mailing_Address:

Telephone_Number: _____ E-mail Address: _____

FEIN: _____ DUNS: _____ CAGE Code: _____ As issued through www.sam.gov

Authorized Signatory Printed Name

Title Date _____

RESOLUTION NO. 2025-091

**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 9th day of December, 2025.

Michael C. Blake, Mayor

ATTEST:

Monica Arsenault, City Clerk



City of Cocoa Budget Adjustment Form FY2026- 027-A

Select Adjustment Type: Budget Amendment		Requesting Department #: Finance		Date Prepared: 12/1/25	
Revenue Accounts'					
Adjusting Amount	Account Number	Account Name	Current Budget	Adjusted Budget	Project Number
\$ 372,871	001-0000-389.99-50	FUND BAL-APPROP. RESERVES		\$ 372,871	BLTS25
\$ 32,000	001-0000-389.99-50	FUND BAL-APPROP. RESERVES		\$ 32,000	BLTS25
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
\$ 404,871 Total					
Expense Accounts'					
Adjusting Amount	Account Number	Account Name	Current Budget	Adjusted Budget	Project Number
\$ 372,871	001-1905-559.31-00	PROFESSIONAL SERVICES (Contract Amount)		\$ 372,871	BLTS25
\$ 32,000	001-1905-559.31-00	PROFESSIONAL SERVICES (Contingency Amount)		\$ 32,000	BLTS25
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
\$ 404,871 Total					
Reason/Justification for Adjustment:					
Utilizing fund balance to allow for Myra Planning and Design to design the development of multi-modal transportation and land use plans and designs for the Brightline Multi-modal Station District.					
Agenda# 2025-1142					
City Council Approval Needed? Yes: ☒ No: ☐		Date Approved:		Resolution #: 2025-091	
~*City Council Approval needed for transfers greater than \$75,000 or transfers between departments/funds. All CRA adjustments must go to their respective boards.					
Abigail Morgan Digitally signed by Abigail Morgan Date: 2025.12.01 10:32:38 -05'00' Requestor's Signature		Zoie Badalov Digitally signed by Zoie Badalov Date: 2025.12.01 10:39:45 -05'00' Finance Approval Signature		Finance Director's Signature	
Abigail Morgan Digitally signed by Abigail Morgan Date: 2025.12.01 10:32:55 -05'00' Department Director's Signature		Lora Howell Digitally signed by Lora Howell Date: 2025.12.01 13:27:07 -05'00' Deputy Finance Director's Signature		City Manager's Signature	
FINANCE USE ONLY:					
Date Entered:		Entered By:		Group #:	

RESOLUTION NO. 2025-092

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA; AUTHORIZING THE CITY MANAGER TO APPROVE AND EXECUTE CHANGE ORDERS TO THE PRIMARY CONSTRUCTION CONTRACT AND ANY ADDITIONAL SERVICE CONTRACTS RELATED TO THE COMPLETION OF THE PROJECT REGARDING THE TRAIN STATION DISTRICT DESIGN IN AN AMOUNT NOT TO EXCEED THE TOTAL AMOUNT BUDGETED FOR THE PROJECT BY THE CITY COUNCIL INCLUSIVE OF THE CONTINGENCY AMOUNT OF \$32,000 SET ASIDE FOR THE PROJECT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, section 2-4 of the City Code provides that with respect to construction contracts approved by the City Council, the City Council may authorize by resolution the City Manager to approve change orders to the primary construction contract and any additional service contracts related to the completion of the construction project authorized by the City Council in excess of the spending authority limits under this section provided the amount is within the unexpended construction budget approved by the City Council for the project including any contingency funds approved by the City Council for said contract; and

WHEREAS, on December 9, 2025, the City Council authorized the City Manager to proceed with the Train Station District Design, subject to certain terms and conditions and budget adjustments approved by the City Council; and

WHEREAS, in conjunction with this authorization, the City Council desires to streamline the approval of change orders and any additional service contracts to the extent necessary in order to expedite the construction of the project; and

WHEREAS, the City Council deems it to be in the best interest of the City of Cocoa to authorize the City Manager to approve the aforementioned change orders and any additional service contracts consistent with the terms of this Resolution and Section 2-4 of the City Code even if said amounts exceed the City Manager's general spending authority approved by the City Council.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COCOA, as follows:

SECTION 1.

(A) Pursuant to Section 2-4 of the City Code, the City Manager is hereby authorized to approve any change orders to the primary construction contract and any additional service contracts related to the construction project regarding the Train Station District Design / Project # BL25TS, provided the total amount of approved change orders and any additional service contracts do not cause the construction budget to exceed the total \$404,870.88 budgeted by the City Council for the project inclusive of the contingency amount set aside for the project. This grant of spending authority shall be interpreted and construed in accordance with the provisions of Section 2-4 of the City Code.

(B) Pursuant to Section 2-4 of the City Code, the City Manager shall also provide notice of any such approved change orders and any additional service contracts to the City Council in the form of an agenda item at the next scheduled City Council meeting or as soon as practicable thereafter.

SECTION 2. All prior resolutions or prior resolutions inconsistent with this resolution are hereby repealed to the extent of the conflict.

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on December 9, 2025.

Michael C. Blake, Mayor

ATTEST:

Monica Arsenault, CMC, City Clerk

CITY COUNCIL AGENDA ITEM

Memo Date: November 25, 2025
Agenda Date: December 9, 2025
File ID: 2025-1155
Prepared By: Tony Jones, Fleet Manager
Through: Abigail Morgan, Public Works Director
Requested Action: Approve a Resolution Amending the FY26 Budget, BAF# 26-026-IFT, for \$180,638 for the replacement of the Fleet Fuel Island Canopy. Authorize the City Manager to execute a Construction Agreement and Purchase Order to S-Works Construction for \$164,216, utilizing Equalis Group Procurement Contract R10-1166D. Approve a Contingency Resolution for 10% or \$16,422.

BACKGROUND:

On September 17, 2025, the canopy at the City of Cocoa's Fleet Main Fuel Site was severely damaged when it was struck by a backhoe boom, resulting in structural failure and creating a significant safety hazard for staff and equipment. To mitigate the risk and restore fuel operations, the damaged canopy was removed on September 20, 2025, allowing the fuel island to return to service.

The canopy is a critical component of the fuel island, providing essential protection for fueling dispensers, the automated fueling system, and City personnel from weather exposure and sun damage. In response to the incident, Public Works staff collaborated with the City's Purchasing Division to identify a compliant and efficient procurement method for replacement.

The City intends to utilize S-Works Construction, an awarded Indefinite Duration Indefinite Quantity (IDIQ) contractor under the Equalis Group Cooperative Contract R10-1166D, which was competitively solicited by the Region 10 Education Service Center in Texas. The City of Cocoa is a member of the Equalis cooperative and has access to utilize this contract for job order contracting (JOC) services.

Following a site visit and scope review, S-Works Construction provided a proposal in the amount of \$164,215.17 to replace and upgrade the canopy. The new structure will feature:

- A wider coverage area for improved protection
- Increased height to prevent future equipment-related damage
- A four-post aluminum structure for enhanced storm resistance and rust prevention

The total project budget includes a 10% contingency, bringing the total funding request

to \$180,638. Project costs will be shared across multiple funds that utilize the fuel island, including Water/Sewer, General, Stormwater, and Building Funds, as detailed in the attached cost allocation spreadsheet.

PRIORITY AREA CONNECTION:

Organizational Effectiveness

BUDGETARY IMPACT:

Budgeted? No

If not budgeted, is an Inter-fund Transfer attached? Yes

Source/Use of Funds Fund Balance and Contingency

General Fund

Account Number 001-0000-389.99-50

Amount \$92,563

Stormwater Fund

Account Number 423-0000-389.99-50

Amount \$7,293

Building Fund

Account Number 107-0000-389.99-50

Amount \$3,366

Water/Sewer Fund

Account Number 421-4010-536.39-00

Amount (\$77,416)

Total Project \$180,637.70 Inclusive of a 10% Contingency

Account Number 001-3540-519.63-07 Project PW00FL

See attached BAF 2026-026-IFT for the Full Inter-fund Transfer

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Approve a Resolution Amending the FY26 Budget, BAF# 26-026-IFT, for \$180,638 for the replacement of the Fleet Fuel Island Canopy. Authorize the City Manager to execute a Construction Agreement and Purchase Order to S-Works Construction for \$164,216, utilizing Equalis Group Procurement Contract R10-1166D. Approve a Contingency Resolution for 10% or \$16,422.

CONSTRUCTION RIDER

Work Order #2026-02

Fuel Canopy

MASTER CONTRACT #R10-1166D

THIS CONSTRUCTION RIDER AGREEMENT (“Agreement”) is made and entered into this 26th day of November, 2025, between the **CITY OF COCOA**, a Florida municipal corporation (“City” or “Owner”) and **S-Works Construction Corporation** authorized to transact business in the State of Florida, with principal offices located at 360 W. Plant St., Ste. 203 Winter Garden, FL 34787, (“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 has entered into a contract with **Region 10 Education Service Center**, a public agency in the state of Texas, and said contract being identified as: **MASTER CONTRACT #R10-1166D** (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: **Region 10 Education Service Center** = City of Cocoa; **Region 10 Education Service Center** Code = Code of the City of Cocoa. Further, references to specifically identified **Region 10 Education Service Center** 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 Contractor Quote #Cocoa -25-006**, and Exhibit 2 shall constitute a Work Order or Task Order.

Construction Rider

City of Cocoa and City of Cocoa and **S-Works Construction Corporation.**

TASK ORDER #2026-02 & Fuel Canopy

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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 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 # Master Contract #**R10-1166D** Exhibits and Addenda
- iv. Supplemental Terms and Conditions
- v. General Terms and Conditions
- vi. Engineering Plans and Drawings, if any
- vii. Solicitation #R10-1166, March 28, 2024 and Region 10 Education Service Center (Region 10)
- 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 Days (60) 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

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City of Cocoa and City of Cocoa and **S-Works Construction Corporation.**
TASK ORDER #2026-02 & Fuel Canopy

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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 **one-hundred sixty-four thousand two hundred and fifteen dollars and seventeen cents (\$164,215.17)** 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 (☒) 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

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, **Tony Jones by email tjones@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

Construction Rider

City of Cocoa and City of Cocoa and **S-Works Construction Corporation.**

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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.

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:

S-Works Construction Corporation

Stockton Whitten, City Manager
Or Michael Blake, Mayor


Chris Perry, Vice President Southeast Director

Date: _____

Date: 11/26/2025

ATTEST:

City Clerk

Construction Rider
City of Cocoa and City of Cocoa and **S-Works Construction Corporation.**

TASK ORDER #2026-02 & Fuel Canopy

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Template Approved September 2023

Equalis Group Contract Information Sheet

Contract Information

Awarded Vendor:	S-Works Construction Corp.
Contract Number:	R10-1166D
Effective Date:	July 1, 2024
Initial Term Expiration Date:	June 30, 2027
Renewable Through:	June 30, 2029

Please note: Any renewal letters issued will be posted publicly on the vendor's landing page at equalisgroup.org.

RFP Process Information

RFP Number:	RFP R10-1166
RFP Title:	Job Order Contracting (JOC)
Dates Advertised:	March 28 & April 4, 2024
# of Vendors that Requested RFP:	72
Questions Due:	April 18, 2023
Public Bid Opening Date and Time:	April 26, 2024, 2:00 pm CT #
of Responses Submitted:	14
Number of Awarded Vendors:	5
Date of Board Approval:	June 19, 2024

Evaluation Criteria, as Set Forth in the RFP

Products and Pricing	30 pts
Performance Capability	25 pts
Qualifications and Experience	25 pts
MWBE Status/Programs	10 pts
Commitment to Members	10 pts

Justification for Award to Multiple Respondents

- 1) Region 10 ESC stated clearly in the RFP that multiple vendors could be awarded if multiple awards were determined to be in the best interest of Region 10 and EdTech members.
- 2) The evaluation committee determined that multiple awards were necessary to cover as much geographical area as possible for the national Equalis Group membership while limiting awards to only the number of awardees deemed to be competitive and advantageous for the membership.

Any information designated by the vendor as proprietary has been redacted from the contract document that is posted publicly. For any questions regarding this process or this contract, please contact Clint Pechacek, Purchasing Consultant, at clint.pechacek@region10.org, or 972-348-1184.

SECTION THREE: PART A – VENDOR CONTRACT AND GENERAL TERMS AND CONDITIONS

VENDOR CONTRACT AND SIGNATURE FORM

*This Vendor Contract and Signature Form (“Contract”) is made as of July 1, 2024, by and between _____
S-Works Construction Corp. (“Vendor”) and Region 10 Education Service Center (“Region 10 ESC”) for the purchase of Job Order Contracting (“the products and services”).*

RECITALS

WHEREAS, both parties agree and understand that the following pages will constitute the contract between the successful vendor(s) and Region 10 ESC, having its principal place of business at **Education Service Center, Region 10, 400 E Spring Valley Rd, Richardson, TX 75081**

WHEREAS, Vendor agrees to include, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that if agreed to by Region 10 ESC, said exceptions or deviations will be incorporated into the final contract “Vendor Contract.”

WHEREAS, this contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Vendor Contract will provide that any state, county, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), other government agencies or non-profit organization may purchase products and services at prices indicated in the Vendor Contract upon registering and becoming a Member with Region 10 ESC; and it being further understood that Region 10 ESC shall act as the Lead Public Agency with respect to all such purchase agreements. This process may be referred to as “piggybacking”, “cooperative purchasing”, “joint powers”, or other terminology depending on the specific state or agency location.

WHEREAS, Equalis Group has the administrative and legal capacity to administer purchases on behalf of Region 10 ESC under the Vendor Contract with participating public agencies and entities, as permitted by applicable law.

1. ARTICLE 1 – GENERAL TERMS AND CONDITIONS

- 1.1 Equalis Group shall be afforded all of the rights, privileges and indemnifications afforded to Region 10 ESC under the Vendor Contract, and such rights, privileges and indemnifications shall accrue and apply with equal effect to Equalis Group, including, without limitation, Vendor’s obligation to provide insurance and other indemnifications to Lead Public Agency.
- 1.2 Awarded vendor shall perform all duties, responsibilities and obligations, set forth in this agreement, and required under the Vendor Contract.
- 1.3 Equalis Group shall perform its duties, responsibilities and obligations as administrator of purchases, set forth in this agreement, and required under the Vendor Contract.

- 1.4 **Customer Support:** The vendor shall provide timely and accurate technical advice and sales support to Region 10 ESC staff, Equalis Group staff and participating agencies. The vendor shall respond to such requests within one (1) working day after receipt of the request.

2. ARTICLE 2 – ANTICIPATED TERM OF AGREEMENT

- 2.1 **Term:** The term of the Contract shall commence upon award and shall remain in effect for a period of two (2) years, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that Region 10 ESC shall have the right, at its sole option, to renew the Contract for three (3) additional one-year periods or portions thereof. In the event that Region 10 ESC exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.
- 2.2 **Automatic Renewal:** Renewal will take place automatically for one (1) year unless Region 10 ESC gives written notice to the awarded supplier at least ninety (90) days prior to the expiration.

3. ARTICLE 3 – REPRESENTATIONS AND COVENANTS

- 3.1 **Scope:** This contract is based on the need to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to schools and other Members.
- 3.2 **Compliance:** Cooperative Purchasing Agreements between Equalis Group and its Members have been established under state procurement law.
- 3.3 **Vendor's promise:** Vendor agrees all prices, terms, warranties, and benefits granted by Vendor to Members through this contract are comparable to or better than the equivalent terms offered by Vendor to any present customer meeting the same qualifications or requirements.

4. ARTICLE 4 – FORMATION OF CONTRACT

- 4.1 **Vendor contract documents:** Region 10 ESC will review proposed Vendor contract documents. Vendor's contract document shall not become part of Region 10 ESC's contract with vendor unless and until an authorized representative of Region 10 ESC reviews and approves it.
- 4.2 **Form of contract:** The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) to the lowest responsible respondent(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposal. If a vendor submitting a proposal requires Region 10 ESC and/or Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.
- 4.3 **Entire Agreement (Parol evidence):** The contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 4.4 **Assignment of Contract:** No assignment of contract may be made without the prior written approval of Region 10 ESC. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by Region 10 ESC. Awarded vendor is required to notify Region 10 ESC when any material change in operations is made that may adversely affect Members (i.e. awarded vendor bankruptcy, change of ownership, merger, etc.).
- 4.5 **Contract Alterations:** No alterations to the terms of this contract shall be valid or binding unless authorized and signed with a "wet signature" by a Region 10 ESC staff member.
- 4.6 **Order of precedence:** In the event of a conflict in the provisions of the contract as accepted by Region 10 ESC, the following order of precedence shall prevail:

- General terms and conditions
- Specifications and scope of work
- Attachments and exhibits
- Documents referenced or included in the solicitation

4.7 **Supplemental Agreements:** The entity participating in the Region 10 ESC contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor. Neither Region 10 ESC, Equalis Group, its agents, Members and employees shall be made party to any claim for breach of such agreement.

5. ARTICLE 5 – TERMINATION OF CONTRACT

5.1 **Cancellation for cause:** If, for any reason, the Vendor fails to fulfill its obligation in a timely manner, or if the vendor violates any of the covenants, agreements, or stipulations of this contract, Region 10 ESC reserves the right to terminate the contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the vendor, specifying the effective date of termination. In such event, participating Member shall retain sole ownership of all data or intellectual property provided to vendor for the performance of services, as well as any material, reports, or data which the participating Member has already paid the vendor for. Vendor shall retain sole ownership of its own intellectual property and may reclaim or otherwise remove access to any material the participating Member has not paid for.. If such event does occur, then vendor will be entitled to receive just and equitable compensation for the satisfactory work completed.

5.2 **Delivery/Service failures:** Region 10 ESC may issue a written deficiency notice to contractor for acting or failing to act in any of the following:

- i. Providing material that does not meet the specifications of the contract;
- ii. Providing work and/or material that was not awarded under the contract;
- iii. Failing to adequately perform the services set forth in the scope of work and specifications;
- iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
- v. Failing to make progress in performance of the contract and/or giving Region 10 ESC reason to believe that contractor will not or cannot perform the requirements of the contract; and/or
- vi. Performing work or providing services under the contract prior to receiving a purchase order for such work.

Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to Region 10 ESC. Failure to adequately address all issues of concern may result in contract cancellation. Failure to deliver goods or services within the time specified or within a reasonable time period as interpreted by the purchasing agent, or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the contract to be terminated. In the event that the participating Member must purchase in an open market, contractor agrees to reimburse the participating Member, within a reasonable time period, for all expenses incurred.

- 5.3 **Force Majeure**: If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty

- 5.4 **Cancellation for convenience**: Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 90 business days after the other party receives the notice of cancellation. After the 90th business day all work will cease following completion of final purchase order. Region 10 ESC reserves the right to request additional items not already on contract at any time.

6. ARTICLE 6 – LICENSES

- 6.1 **Duty to keep current license**: Vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. Region 10 ESC reserves the right to stop work and/or cancel the contract of any vendor whose license(s) expire, lapse, are suspended or terminated.
- 6.2 **Suspension or Debarment**: Vendor shall provide a letter in the proposal notifying Region 10 ESC of any debarment, suspension or other lawful action taken against them by any federal, state, or local government within the last five (5) years that precludes Vendor or its employees from participating in any public procurement activity. The letter shall state the duration of the suspension or action taken, the relevant circumstances and the name of the agency imposing the suspension. Failure to supply or disclose this information may be grounds for cancellation of contract.
- 6.3 **Survival Clause**: All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer/participating Member under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Order Fulfiller shall survive expiration or termination of the Contract.

7. ARTICLE 7 – DELIVERY PROVISIONS

- 7.1 **Delivery**: Vendor shall deliver physical materials purchased on this contract to the participating Member issuing a Purchase Order. Conforming product shall be shipped within the timeframe agreed upon by the participating Member. If delivery is not or cannot be made within the time

specified by the Purchase Order the vendor must receive authorization from the participating Member for the delayed delivery, at which time the participating Member may cancel the order if estimated shipping time is not acceptable.

- 7.2 **Inspection & Acceptance:** If defective or incorrect material is delivered, participating Member may make the determination to return the material to the vendor at no cost to the participating Member. The vendor agrees to pay all shipping costs for the return shipment. Vendor shall be responsible for arranging the return of the defective or incorrect material.
- 7.3 **Responsibility for supplies tendered:** Vendor shall be responsible for the materials or supplies covered by this contract until they are delivered to the designated delivery point.
- 7.4 **Shipping Instructions:** Each case, crate, barrel, package, etc, delivered under this contract must be plainly labeled, securely tagged, and delivered in the place and time designated by the participating Member in their Purchase Order or by other mutual agreement.
- 7.5 **Additional charges:** Unless bought on F.O.B. "shipping point" and Vendor prepays transportation, no delivery charges shall be added to invoices except when express delivery is authorized and substituted on orders for the method specified in the contract. In such cases, the difference between freight or mail and express charges may be added to the invoice.
- 7.6 **Buyer's delays:** Region 10 ESC will not be responsible for any late fees due the prime contractor by the participating Member. The prime contractor will negotiate with the participating Member for the recovery of damages related to expenses incurred by the vendor for a delay for which the Member is responsible, which is unreasonable, and which was not within the contemplation of the parties to the contract between the two parties.

8. ARTICLE 8 – BILLING AND REPORTING

- 8.1 **Payments:** The participating entity using the contract will make payments directly to the awarded vendor. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 8.2 **Tax Exempt Status:** Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the Vendor.
- 8.3 **Progress payments:** Progress payments may be made by the participating agency to the contractor on the basis of a duly certified and approved estimate of the work performed during the preceding month, if both parties agree to such payment schedule. All progress payments must be invoiced to the participating member. It is the responsibility of the member to review and approve any estimates of work completed. If the member issues a written statement to the Respondent that the estimate of work is not approved and certified, the member may withhold an amount from the progress payment that the member reasonably expects to incur in correcting the deficiency set forth in the written finding, as permitted by applicable State law. In such cases, the Respondent agrees to hold member harmless for any deficiency payment.

The prime contractor must agree to pay any subcontractors or material vendors within seven (7) days of their receipt of the progress payment, unless otherwise agreed on in writing between the parties involved. The contractor shall pay Equalis Group progress payments in accordance with this paragraph.

At the time all bonds are in place, the prime contractor and the participating member will agree upon a schedule of payments based on identifiable milestones. Acceptance of final payment is a waiver of all claims except unsettled claims previously made in writing.

- 8.4 **Performance and Payment Bonds (in applicable states):** Upon execution of a contract between participating agency and prime contractor, performance and payment bonds shall be provided to the member as required by pertinent state law. The prime contractor agrees to notify the participating member in writing of this requirement before accepting any work orders. If the prime contractor fails to deliver any required performance or payment bonds, the contract with Region 10 ESC may be terminated. The contractor may be asked to supply copies of performance and payment bonds to Region 10 ESC for administrative purposes.

An irrevocable payment bond in an amount equal to 100% of the price specified in the contract between the prime contractor and the participating member shall be executed by a surety company authorized to do business in the state of the member or in the ruling jurisdiction of the member. This bond will protect all persons supplying labor and material to the prime contractor for the performance of the work provided in the contract. Such bonds are taxable at the contractor's tax rate. An irrevocable performance bond in an amount equal to 100% of the price specified in the contract between the participating member and the prime contractor shall be executed by a surety company authorized to do business in the state of the member or the ruling jurisdiction of the member.

- 8.5 **Retention:** When fifty (50) percent of the work is completed, one half of the amount retained shall be paid to the prime contractor if the prime contractor requests payment and if the participating member is satisfied with the progress of the work. After the work is fifty (50) percent completed, no more than five percent of the amount of any subsequent progress payments shall be retained, unless the governing board of the participating member determines satisfactory progress is not being made, at which point ten percent retention shall be reinstated.

Ten (10) percent of all contract payments shall be retained by the participating member as insurance of proper performance of the prime contractor. Participating member shall deposit retained amounts into an interest-bearing account, if required by applicable law governing the participating member. Interest earned on the retained amounts shall be paid to the prime contractor upon completion of the project, or as otherwise required by applicable governing the participating member. Prime contractor agrees to identify the amount to be retained on invoices to participating member for each progress payment.

If the participating member and the prime contractor agree to a substitute security, the prime contractor must provide participating member with a signed and acknowledged waiver of any right or power of the obligor to set off any claim against the member.

9. ARTICLE 9 – PRICING

- 9.1 **Market competitive guarantee:** Vendor agrees to provide market competitive pricing, based on the value offered upon award, to Region 10 ESC and its participating public agencies throughout the duration of the contract.
- 9.2 **Price increase:** Should it become necessary or proper during the term of this contract to make any change in design or any alterations that will increase expense, Region 10 ESC must be notified immediately. Price increases must be approved by Region 10 ESC and no payment for additional materials or services, beyond the amount stipulated in the contract, shall be paid without prior approval. All price increases must be supported by manufacture documentation, or a formal cost justification letter.

Vendor must honor previous prices for thirty (30) days after approval and written notification from Region 10 ESC if requested.

It is Vendor's responsibility to keep all pricing up to date and on file with Region 10 ESC. All price changes must be provided to Region 10 ESC, using the same format as was accepted in the original contract.

- 9.3 **Additional Charges:** All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
- 9.4 **Price reduction and adjustment:** Price reduction may be offered at any time during contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all Members equally; 2) reduction is for a specific time period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Vendor shall offer Region 10 ESC any published price reduction during the contract period.
- 9.5 **Prevailing Wage:** It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser (Region 10 ESC or its Participating Members). It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate Department of Labor for any increase in rates during the term of this contract and adjust wage rates accordingly.
- 9.6 **Administrative Fees:** The Vendor agrees to pay administrative fees to Equalis Group based on the terms set in the Equalis Group Administration Agreement. All pricing submitted to Region 10 shall include the administrative fee to be remitted to Equalis Group by the awarded vendor.
- 9.7 **Price Calculation:** Cost plus a percentage as a primary mechanism to calculate pricing is not allowed. Pricing may either be in the form of line item pricing, defined as a specific individual price on a product or service, or a percentage discount from a verifiable catalog or price list. Other discounts or incentives may be offered.

10. ARTICLE 10 – PRICING AUDIT

- 10.1 **Audit rights:** Vendor shall, at Vendor's sole expense, maintain appropriate due diligence of all purchases made by Region 10 ESC and any participating entity that accesses this Agreement. Equalis Group and Region 10 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In the State of New Jersey, this audit right shall survive termination of this Agreement for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request. Region 10 ESC shall have the authority to conduct random audits of Vendor's pricing that is offered to eligible entities at Region 10 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 10 ESC is made aware of any pricing being offered to eligible agencies that is materially inconsistent with the pricing under this agreement, Region 10 ESC shall have the ability to conduct an extensive audit of Vendor's pricing at Vendor's sole cost and expense. Region 10 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 10 ESC or Equalis Group.

11. ARTICLE 11 – PROPOSER PRODUCT LINE REQUIREMENTS

- 11.1 **Current products:** Proposals shall be for products and services in current production and marketed to the general public and education/government agencies at the time the proposal is submitted.

- 11.2 **Discontinued products:** If a product or model is discontinued, Vendor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 11.3 **New products/Services:** New products and/or services that meet the scope of work may be added to the contract. Pricing shall be equivalent to the percentage discount for other products. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products and/or services may be added to avoid competitive procurement requirements. Region 10 ESC may require additions to be submitted with documentation from Participating Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 10 ESC may reject any additions without cause.
- 11.4 **Options:** Optional equipment for products under contract may be added to the contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 11.5 **Product line:** Vendors with a published catalog may submit the entire catalog. Region 10 ESC reserves the right to select products within the catalog for award without having to award all contents. Region 10 ESC may reject any addition of equipment options without cause.
- 11.6 **Warranty conditions:** All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
- 11.7 **Buy American requirement:** Vendors may only use unmanufactured construction material mined or produced in the United States, as required by the Buy American Act. Where trade agreements apply, to the extent permitted by applicable law, then unmanufactured construction material mined or produced in a designated country may also be used. Vendors are required to check state specific requirements to ensure compliance with this requirement.
- 11.8 **Domestic preference:** Region 10 ESC prefers the purchase, acquisition, or use of goods, products, or materials produced in the United States.

12. ARTICLE 12 – SITE REQUIREMENTS

- 12.1 **Cleanup:** Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by Member. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition conducive to the Member's business purpose.
- 12.2 **Site Preparation:** Vendor shall not begin a project for which Participating Member has not prepared the site, unless Vendor does the preparation work at no cost, or until Participating Member includes the cost of site preparation in a purchase order to the contractor. Site preparation includes, but is not limited to moving furniture, moving equipment or obstructions to the work area, installation of wiring for networks or any other necessary pre-installation requirements.
- 12.3 **Registered sex offender restrictions:** For work to be performed at schools, Vendor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Participating Member's discretion. Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge. Vendor is also responsible for ensuring that their employees or contractors who have direct contact with students are properly fingerprinted and background checked in accordance with local state law, if applicable.

- 12.4 **Safety measures:** Vendor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Vendor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.
- 12.5 **Smoking/Tobacco:** Persons working under the contract shall adhere to local tobacco and smoking (including e-cigarettes/vaping) policies. Smoking will only be permitted in posted areas or off premises.
- 12.6 **Stored materials:** Upon prior written agreement between the vendor and Member, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Participating Member with the application for payment seeking compensation for stored materials. Such materials must be stored and protected in a secure location and be insured for their full value by the vendor against loss and damage. Vendor agrees to provide proof of coverage and/or addition of Participating Member as an additional insured upon Participating Member's request. Additionally, if stored offsite, the materials must also be clearly identified as property of buying Participating Member and be separated from other materials. Participating Member must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary.
- Until final acceptance by the Participating Member, it shall be the Vendor's responsibility to protect all materials and equipment. Vendor warrants and guarantees that title for all work, materials and equipment shall pass to the Member upon final acceptance.
- 12.7 **Maintenance Facilities and Support:** It is preferred that each contractor should have maintenance facilities and a support system available for servicing and repair of product and/or equipment. If a third party is to be used to provide maintenance and support to the participating Member, Vendor must notify Region 10 ESC of that third party information. All technicians, applicators, installers shall be fully certified, trained and licensed to perform said duties.

13. ARTICLE 13 – MISCELLANEOUS

- 13.1 **Funding Out Clause:** Any/all contracts exceeding one (1) year shall include a standard "funding out" clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only, provided the contract contains either or both of the following provisions:
- "Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract in the subsequent fiscal year."
- 13.2 **Disclosures:** Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
- 13.2.1 Vendor has a continuing duty to disclose a complete description of any and all relationships that might be considered a conflict of interest in doing business with Members in Equalis Group.
- 13.2.2 Vendor affirms that, to the best of his/her knowledge, the offer was arrived at independently, and was submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

- 13.3 **Indemnity**: Vendor shall protect, indemnify, and hold harmless both Region 10 ESC and Equalis Group and its Members, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of Vendor, Vendor employees or Vendor subcontractors in the preparation of the solicitation and the later execution of the contract, including any supplemental agreements with Members. Any litigation involving either Region 10 ESC or Equalis Group, its administrators and employees and agents shall be in a court of competent jurisdiction in Dallas County, Texas. Texas law shall apply to any such suit, without giving effect to its choice of laws provisions. Any litigation involving Equalis Group participating Members shall be in the jurisdiction of the participating Member.
- 13.4 **Franchise Tax**: Vendor hereby certifies that he/she is not currently delinquent in the payment of any required franchise taxes, and shall remain current on any such franchise taxes throughout the term of this contract.
- 13.5 **Marketing**: Vendor agrees to allow Region 10 ESC and Equalis Group to use their name and logo within website, marketing materials and advertisement. Any use of the Region 10 ESC or Equalis Group name and logo or any form of publicity, inclusive of press releases, regarding this contract by Vendor must have prior approval from Region 10 ESC.
- 13.6 **Insurance**: Unless otherwise modified elsewhere in this document, prior to commencing services under this contract for a participating Member, contractor shall procure, provide and maintain during the life of this agreement comprehensive public liability insurance to include course of construction insurance and automobile liability, providing limits of not less than \$1,000,000.00 per occurrence. The insurance form will be an “all risk” type of policy with standard exclusions. Coverage will include temporary structures, scaffolding, temporary office trailers, materials, and equipment. Contractor shall pay for the deductibles required by the insurance provided under this agreement.
- 13.6.1 Certificates of insurance shall be delivered to the Member prior to commencement of work. The insurance company shall be licensed to do business and write the appropriate lines of insurance in the applicable state in which work is being conducted. Vendor shall give the participating entity a minimum of ten (10) days’ notice prior to any modifications or cancellation of policies. Vendor shall require all subcontractors performing any work to maintain coverage as specified.
- 13.6.2 Prior to commencing any work under this contract, any subcontractor shall also procure, provide, and maintain, at its own expense until final acceptance of the work performed, insurance coverage in a form acceptable to the prime contractor. All subcontractors shall provide worker’s compensation insurance which waives all subrogation rights against the prime contractor and Member.
- 13.7 **Subcontracts/Sub Contractors**: If Vendor serves as prime contractor, it shall notify participating agency of any/all subcontract proposed to complete the work prior to commencing work on the project. The Vendor shall provide notification in a timely manner, allowing the participating agency sufficient time for requisite review. Participating agencies explicitly reserve the right to reject any proposed subcontractor. Pursuant to relevant legal provisions, participating public agencies retain the right to request verification of compliance and to confirm said compliance from any subcontractor engaged in activities under this Agreement. Any/all subcontracts selected by Vendor shall abide by the terms and conditions of this contract and the solicitation.
- 13.7.1 No subcontract relationships shall be entered into with a party not licensed to do business in the jurisdiction in which the work will be performed. Contractor must use subcontractors openly, include such arrangements in the proposal, and certify upon request that such use

complies with the rules associated with the procurement codes and statutes in the state in which the contractor is conducting business.

13.7.2 Contractor agrees to pay subcontractors in a timely manner. Failure to pay subcontractors for work faithfully performed and properly invoiced may result in suspension or termination of this contract. Prior to participating Member's release of final retained amounts, Contractor shall produce verified statements from all subcontractors and material suppliers that those entities have been paid in full amounts due and owing to them.

13.8 **Legal Obligations**: It is the Vendor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulations must be followed even if not specifically identified herein.

[Signatures follow on Signature Form]

PROPOSAL FORM 20: GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM

Signature on the Vendor Contract Signature form certifies complete acceptance of the General Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the General Terms and Conditions:

☒ We take no exceptions/deviations to the general terms and conditions

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

☐ We take the following exceptions/deviations to the general terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general terms and conditions that you are taking exceptions/deviations to. Clearly state if you are adding additions terms and conditions to the general terms and conditions. Provide details on your exceptions/deviations below:

(Note: Unacceptable exceptions shall remove your proposal from consideration for award. Region 10 ESC shall be the sole judge on the acceptance of exceptions/deviations and the decision shall be final.)

PROPOSAL FORM 23: VENDOR CONTRACT AND SIGNATURE FORM

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

VENDORS MUST SUBMIT THIS FORM COMPLETED AND SIGNED WITH THEIR RESPONSE TO BE CONSIDERED

Company name S-Works Construction Corp.
Address 212 E. Market St.
City/State/Zip Leesburg, VA 20176
Telephone No. 703-953-3733
Fax No. 703-955-7710
Email address rruckman@sworksconstruction.com
Printed name Richard Ruckman
Position with company CEO & Co-Owner
Authorized signature 

Term of contract July 1, 2024 to June 30, 2026

Unless otherwise stated, all contracts are for a period of two (2) years with an option to renew annually for an additional three (3) years if agreed to by Region 10 ESC. Vendor shall honor all administrative fees for any sales made based on the contract whether renewed or not.


Jana Melsheimer (Jun 19, 2024 15:34 CDT)
Region 10 ESC Authorized Agent

Jun 19, 2024
Date

Dr. Jana Melsheimer
Print Name

Equalis Group Contract Number R10-1166D



Construction Corp.

R10-1166 – Job Order Contracting (JOC)

Submitted By: S-Works Construction Corp.

Due: April 26th, 2024 @ 2:00PM CDT (3PM EST)



Construction Corporation

April 26th, 2024

Education Service Center, Region 10
400 E. Spring Valley Rd,
Richardson, TX 75081

Re: S-Works Construction Corp. Response to R10-1166 Job Order Contracting

S-Works Construction Corporation is pleased to present our response for the Education Service Center, Region 10's **RFP #R10-1166 Job Order Contracting**. The following Proposal Form Checklist outlines the contents of this response.

S-Works Construction Corp. is an independent, bonded, full-service general contractor and licensed Class A contractor. Under the leadership of Founder and President Joseph Salama and CEO Rich Ruckman, S-Works Construction offers an array of services to meet the time and cost constraints associated with any construction project. We are a certified Virginia SWaM contractor as a small, micro business, and we hold both the SLBE (formerly LDBE) certification and Maryland SBR certification. We are currently pursuing our 8(a) certification with the SBA, our Virginia DBE certification with SBSD, and our Maryland MBE certification through MDOT. We are a disabled owned business and have held the DOBE Disability IN certification.

Richard Ruckman, Co-Owner and CEO of S-Works Construction Corp. is the authorized representative of S-Works Construction empowered to sign this proposal and commit S-Works Construction to the representations and obligations contained in this response. We would like to thank the County of Spotsylvania for your consideration. Should you have any questions regarding this proposal, please contact Richard Ruckman at rruckman@sworksconstruction.com or 703-217-9651.

Sincerely,

Richard Ruckman
Co-Owner and Chief Executive Officer

Proposal Form Checklist

The following documents must be submitted with the Proposal

The below documents can be found in Section 2; Proposal Submission and Required Bid Forms and must be submitted with the proposal. Please note Proposal Form 1 is a separate attachment (attachment B).

PROPOSAL PRICING: Attachment B is provided separately in a Microsoft Excel file and is required to complete your price proposal.

☒ **PROPOSAL FORM 1: ATTACHMENT B - PRICING**

QUESTIONNAIRE & EVALUATION CRITERIA:

☒ **PROPOSAL FORM 2: QUESTIONNAIRE & EVALUATION CRITERIA**

OTHER REQUIRED PROPOSAL FORMS:

- ☒ **PROPOSAL FORM 3: CERTIFICATIONS AND LICENSES**
- ☒ **PROPOSAL FORM 4: CLEAN AIR AND WATER ACT**
- ☒ **PROPOSAL FORM 5: DEBARMENT NOTICE**
- ☒ **PROPOSAL FORM 6: LOBBYING CERTIFICATION**
- ☒ **PROPOSAL FORM 7: CONTRACTOR CERTIFICATION REQUIREMENTS**
- ☒ **PROPOSAL FORM 8: ANTITRUST CERTIFICATION STATEMENTS**
- ☒ **PROPOSAL FORM 9: IMPLEMENTATION OF HOUSE BILL 1295**
- ☒ **PROPOSAL FORM 10: BOYCOTT CERTIFICATION AND TERRORIST STATE CERTIFICATION**
- ☒ **PROPOSAL FORM 11: RESIDENT CERTIFICATION**
- ☒ **PROPOSAL FORM 12: FEDERAL FUNDS CERIFICATION FORM**
- ☒ **PROPOSAL FORM 13: FEMA REQUIREMENTS**
- ☒ **PROPOSAL FORM 14: ADDITIONAL ARIZONA CONTRACTOR REQUIREMENTS**
- ☒ **PROPOSAL FORM 15: OWNERSHIP DISCLOSURE FORM (N.J.S. 52:25-24.2)**
- ☒ **PROPOSAL FORM 16: NON-COLLUSION AFFIDAVIT**
- ☒ **PROPOSAL FORM 17: AFFIRMATIVE ACTION AFFIDAVIT (P.L. 1975, C.127)**
- ☒ **PROPOSAL FORM 18: C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM**
- ☒ **PROPOSAL FORM 19: STOCKHOLDER DISCLOSURE CERTIFICATION**
- ☒ **PROPOSAL FORM 20: GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM**
- ☒ **PROPOSAL FORM 21: EQUALIS GROUP ADMINISTRATION AGREEMENT**
- ☒ **PROPOSAL FORM 22: OPEN RECORDS POLICY ACKNOWLEDGEMENT AND ACCEPTANCE**
- ☒ **PROPOSAL FORM 23: VENDOR CONTRACT AND SIGNATURE FORM**

Please note: S-Works has altered this checklist to align with the attached proposal forms numbering and titles. This checklist is different from the checklist provided in the RFP starting at Proposal Form 13: FEMA Requirements

PROPOSAL FORM 2: QUESTIONNAIRE & EVALUATION CRITERIA

Instructions:

Respondents should incorporate their questionnaire responses directly into the green cells below. Failure to provide responses in this format may result in the proposal being deemed as non-responsive at the sole discretion of Region 10.

Respondents may incorporate additional documents as part of their response which may be utilized by Region 10 as part of the evaluation. Additional documents must be consolidated as part of this Section 2 at the end of your response. **Vendor responses are strictly limited to 100 total pages (not including Attachment B – Pricing Excel pricesheet).** Vendors who submit more than 30 additional pages may result in the proposal being deemed non-responsive at the sole discretion of Region 10.

Region 10 has associated the evaluation criteria with the question that most closely aligns with that respective evaluation criteria. Region 10 reserves the right at its sole discretion to base its evaluation and specific evaluation criteria on any part of the respondent's proposal.

Evaluation Criteria	Question	Answer
Basic Information		
Required information for notification of RFP results	<i>What is your company's official registered name?</i>	S-Works Construction Corp.
	<i>What is the mailing address of your company's headquarters?</i>	212 E. Market St. Leesburg, VA 20176
	<i>Who is the main contact for any questions and notifications concerning this RFP response, including notification of award? Provide name, title, email address, and phone number.</i>	Richard Ruckman, Chief Executive Officer. rruckman@sworksconstruction.com 703-217-9651
Products/Pricing (30 Points)		
Coverage of products and services	No answer is required. Region 10 will utilize your overall response and the products/services provided in Attachment B to make this determination	
Ability of offered products and services to meet the needs requested in the scope	No answer is required. Region 10 will utilize your overall response and the products/services provided in Attachment B to make this determination	
Pricing for all available products and services, including warranties if applicable	<i>Does pricing submitted include the required administrative fee?</i>	Yes
	<i>Do you offer any incentives for customers? If yes, please describe.</i>	S-Works offers line-item estimate discounts on large quantity scopes of work; for example with K-12 work we generally offer painting line discounts when multiple schools or buildings are being painted under one contract.

Ability of Customers to verify that they received contract pricing	<i>Describe your process for verifying work orders and estimations with a customer, including any methodology used to minimize the use of micro estimating and change orders.</i>	Our scope and project deliverable quality control begins with our construction of a detailed SOW and drawing (as needed) of the clients project to ensure our full understanding, this document is provided to the client before our estimate to ensure we capture the full extent of the work and deliverable. This also limits changes later on, as the scope of work is set from the beginning, through a throughout understanding with the client. This process ensures all scope is encompassed prior to bid submission.
Payment methods	<i>Define your invoicing process and methods of payments you will accept. Please include the overall process for agencies to make payments</i>	S-Works is a small business who operates on a Net 30 payment system. Payments are submitted in draft form (pencil copy) prior to the end of the month for the clients review, and then submitted via the client’s invoice process once approved.
Other factors relevant to this section as submitted by the Respondent	No answer is required. Region 10 will utilize your overall response and the products/services provided in Attachment B to make this determination	
Performance Capability (25 Points)		
Job order contracting experience and capabilities	<i>Please provide a high-level overview of the job order contracting services being offered and how they address the scope being requested herein.</i>	S-Works has over (60) combined years of JOC experience with over (10) operations members directly experienced in every facet of Job Order Contracting. We have helped K-12, municipality and even federal clients to learn and grow their JOC capabilities. No project is too small or too big to handle, and we are capable of bidding, running and closing almost any work type through all of the CSI divisions offered through most standard price books.
	<i>Describe your company’s past experience with Job Order Contracting estimating and include specific examples of other cooperatives and/or public agencies where you have performed these services.</i>	[REDACTED]
	<i>Outline your process for qualifying, selecting, and managing subcontractors. Specifically address how your firm ensures subcontractors comply with local, state, and federal requirements as well as industry standards.</i>	S-Works prides itself on the longstanding relationships we build with our sub-contracting partners, which have been with us since our founding. Always being open to growth; we are always open to recommendations, which we thoroughly vet via recommendations and industry supplier referrals. Each year both our new and existing partners go through a renewal process; whereby we inspect their insurance and safety records to ensure they continue to be a safe and effective choice for our clients.
	<i>Outline applicable innovative solutions or value-added services that differentiate your company from competitors.</i>	S-Works Construction prides ourself on being a small business capable of prioritizing and customizing the needs of all clients, while upholding a personal customer service experience. Our flexibility and proactive approach to construction has been advantageous to both clients and end users for several reasons, including but not limited to quick response times, involvement in projects from conceptualization to close-out, self-design assist efforts, and a positive working relationship between all parties.
	<i>List the number and location of offices or service centers for all states being proposed in solicitation. Additionally, if your company does not offer all products and services in all 50 states, please describe any geographical limitations on any product or service offered.</i>	S-Works has (2) primary office locations; Leesburg, VA and Orlando, FL. Both offices are fully functional with staff available for all of our client’s JOC needs. For projects outside of these states, we have multiple connections to local sub-contracting teams ready and available for client support as needed to support this JOC contract.

	<i>Outline any value-added capabilities not already addressed.</i>	S-Works is able to self-preform many of the division 2 demo and 9 finish trades, allowing us to same time and money through direct buying materials and scheduling our own crews to preform the work. We are also a small business and with that have less overhead, allowing our pricing to be far more competitive than the standard industry.
Implementation and support plan	<i>Describe your company's implementation and training plan for new customers.</i>	S-Works provides an in-person presentation to all new and prospective clients, where we showcase our past performance and current capabilities. This is inclusive of a combination PowerPoint presentation, as well as a printed placemat with POC's and client references for the clients to reference.
	<i>Outline what ongoing communication and support is available to customers and key stakeholders.</i>	S-Works's team members are dedicated to customer service with all our clients, subcontractors, vendors, etc. We offer customer service support 24/7/365 days a year. S-Works Construction Customer Service Department is in operation Monday-Friday from 7:00 am – 4:00 pm. After hours we have dedicated team members that respond to calls.
	<i>Outline your organization's commitment to jobsite safety including any specific policies, practices, or initiatives.</i>	S-Works has implemented an OSHA approved safety plan; inclusive of toolbox talks, quarterly operations and communications meetings and site safety programs. These are tailored to each site's individual location and needs but is always inclusive of a job board with OSHA and state safety information as well as a listing of nearby medical facilities.
Project management capabilities	<i>Describe project management capabilities including scheduling, coordination, progress monitoring, and reporting processes.</i>	S-Works's staff is trained in P6, Microsoft Project and Excel allowing them to produce and update project schedules, including the production of baseline, monthly progress and 2 & 3 week look aheads. We tailor our project management to each client's individual needs, as determined in the initial project scope or specifications review.
	<i>Outline capabilities to provide comprehensive project documentation including submittals, change orders, and close-out documentation.</i>	S-Works utilizes both Procore & E-Builder to capture, store & distribute project related documentation. These programs allow client, A/E, subcontractors, and other project staff to see real time status reports on each document, as well allow these documents to be assigned for individual review.
	<i>Describe your quality control processes including inspections, testing, and quality assurance measures.</i>	S-Works implements a three phased approach to our quality control process; which starts with our pre-project review of all submitted equipment, material, and products. We then implement on-site review of the same materials when received on-site; to ensure the correct products are being installed. We then finish out our quality control process, by conducting on-site inspections to ensure these products, materials & equipment are installed to manufacturer specification.
	<i>Describe your organization's ability to handle multiple concurrent projects and how you allocate resources to ensure timely completion.</i>	S-Works prides itself on our agility and staff member's capabilities to manage multiple contracts and clients. With a focus on JOC style contracting, our team members are accustomed to managing multiple projects, in various stages. S-Works allocates work to its staff based on the client, to ensure a continuous POC for the life of the contract. We weekly check in with each staff member, to assess project load and move support resources around as their project load fluctuates.
Performance bonding	<i>Provide your company's performance bond plan as described in the scope herein.</i>	S-Works maintains a strong financial position and growing bonding capacity, allowing us to obtain performance bonds for projects of varying sizes and complexities. This ensures that we can support the requirements of public agency contracts under the JOC framework.
Customer service/problem resolution	<i>Describe your company's Customer Service Department (hours of operation, how you</i>	S-Works Construction employees remain available to clients via email and phone after hours to ensure all needs and emergencies are addressed swiftly. For emergency situations our CEO is directly available at 703 217-9651.

	<i>resolve issues, number of service centers, etc.).</i>	
Financial condition of vendor	<i>Demonstrate your financial strength and stability with meaningful data. This could include, but is not limited to, such items as financial statements, SEC filings, credit & bond ratings, letters of credit, and detailed reference letters</i>	S-Works would be happy to provide this information upon request; after bid award.
	<i>What was your annual sales volume over last three (3) years?</i>	
History of meeting products and services deadlines	<i>Outline the process timeline for product pickup, delivery and any other applicable capabilities not already addressed.</i>	S-Works has standardized its' bidding processes to align with standard JOC framework; ensuring a 2-week proposal delivery once all SOW has been confirmed. For emergency projects we are capable of quicker proposal delivery timelines based on the complexity of the project. Our project specific completion and close-out timelines are driven by material availability, and overall schedule production but is very transparent to ensure client satisfaction.
Other factors relevant to this section as submitted by the Respondent	<i>Describe the capacity of your company to provide management reports, i.e. consolidated billing by location, time and attendance reports, etc. for each eligible agency</i>	S-Works utilizes two systems for our EPR reporting, each capable of producing and supplying customer specific data. Our finance software creates, tracks and summarizes individual billings (usually AIA) as well as client receivable summaries. Our workforce ERP captures, stores and reports our resource use for each individual project, from both a single resource and multi resource report format.
	<i>Provide your safety record, safety rating, EMR and worker's compensation rate where available.</i>	At present, S-Works Construction Corporation does not yet qualify for an experience modification rating from the National Council on Compensation Insurance. Questions on this can be directed towards our CEO for additional information. For our workers compensation rate our Executive Supervisor rate is .72 cents per \$100 of payroll, and our admin rate is .07 cents per \$100 of payroll.
Qualification and Experience (25 Points)		
Respondent reputation in the marketplace	<i>Provide a link to your company's website</i>	www.sworksconstruction.com
	<i>Please provide a brief history of your company, including the year it was established.</i>	S-Works was established in the Northern Virginia area in 2017 by founder and President Joe Salama. In March of 2023 Richard Ruckman joined the organization as Co-Owner and CEO. S-Works is an independent, bonded, full-service General Contractor and licensed Class A construction company. The S-Works team of trained and certified in-house experts and subcontractors has a proven track record of successfully partnering with the most talented architectural firms, commercial property owners, and developers to construct many of the region's premier building structures and spaces. Since 2020, our company has structured our business plan to focus on JOC and other IDIQ contracts.
Past relationship with Region 10 ESC and/or Region 10 ESC members	<i>Have you worked with Region 10 in the past? If so, provide the timeframe and main contact for that work?</i>	S-Works has not worked with Region 10 in the past.
Experience and qualification of key employees	<i>Please provide contact information and resumes for the person(s) who will be responsible for the following areas. Region 10 requests contacts to cover the following: * Executive Support</i>	Executive Support – Richard Ruckman, CEO & Co-Owner, rruckmn@sworksconstruction.com Account Manager – Camden Seiler, Vice President, cseiler@sworksconstruction.com Contract Manager – Kyle Clayton, Project Manager, kclayton@sworksconstruction.com Marketing – Amanda Ruckman, Marketing Director, aruckman@sworksconstruction.com

	* Account Manager * Contract Manager * Marketing * Billing, reporting & Accounts Payable	Billing, Reporting, & Accounts Payable – Deveri Dorsey, Administrative Assistant, accounting@sworksconstruction.com
Past experience working with the public sector	What are your overall public sector sales, excluding Federal Government, for last three (3) years? What is your strategy to increase market share in the public sector?	[REDACTED] S-Works Construction will work directly with Equalis to produce a co-branded press releases aligned with the Equalis mission. We will place announcements on all our social media accounts. We will reach out to key entities that S-Works Construction Project Managers have worked with in the past on similar cooperative purchasing agreements, to work to grow our market share.
Past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors	Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.	S-Works is not presently nor in the past have we been involved in any litigation, bankruptcy, or reorganization.
Minimum of 5 public sector customer references relating to the products and services within this RFP	Provide a minimum of five (5) customer references for product and/or services of similar scope dating within the past 3 years. Please try to provide references for K12, Higher Education, City/County and State entities. Provide the entity; contact name & title; city & state; phone number; years serviced; description of services; and annual volume	1. [REDACTED] [REDACTED] [REDACTED] ■ [REDACTED] [REDACTED] [REDACTED] ■ [REDACTED] [REDACTED] [REDACTED] [REDACTED] ■ [REDACTED] [REDACTED] [REDACTED] [REDACTED]
Company profile and capabilities	Do you plan to sell to customers directly, use resellers or subcontractors, or a combination of both? If you intend to use resellers and/or subcontractors, describe your process for ensuring that resellers and subcontractors comply with the pricing and terms of the contract.	S-Works operates as a General Contractor, working directly with its clients to present construction solutions tailored to their needs. In some instances S-Works hires and directly manages subcontractors for trade work not performed in house. We follow a hard bid IFB process that ensures the best value for the client, as well as implement sub-contract agreements to ensure the client's contract non-negotiables are followed.
Exhibited understanding of cooperative purchasing	No answer is required. Region 10 will utilize your overall response to this questionnaire to make this determination. Previous experience with cooperatives is not necessary to score well for this criterion.	
Other factors relevant to this section as submitted by the Respondent	If your company is a privately held organization, please indicate if the	S-Works is a privately held organization. S-Works is not owned or operated by anyone convicted of a felony.

	<i>company is owned or operated by anyone who has been convicted of a felony. If yes, a detailed explanation of the names and conviction is required.</i> Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to perform the covered services. These will be provided in the space provided in Form 3. No answer is required here.	
MWBE Status and/or Program Capabilities (10 Points)		
MWBE status, subcontractor plan, and/or joint venture program	<i>Please indicate whether you hold any diversity certifications, including, but not limited to MWBE, SBE, DBE, DVBE, HUB, or HUBZone</i> <i>Do you currently have a diversity program in place, such as a Mentor Protégé Program or subcontractor program? If you have a diversity program, please describe it and indicate whether you plan to offer your program or partnership through Equalis Group?</i> Please attach any certifications you have as part of your response to Form 3.	S-Works holds (3) certifications, and has applied and are pursuing (5) additional. We currently have SLBE (formerly LDBE): LD20963310, Va SWaM (Small, Micro Business): 816179, MD SBR: SB23-041411. We are pursuing: 8a, MD MBE, DOBE, PA DSBE & VA DBE. We currently have a Mentor Protégé in place with a local 8a firm, allowing us to offer small business specifically 8a set-aside compliance, as well as a larger project management workforce and experience. Should a client or project require this special set-aside compliance, or the additional skills available through this Mentor Protégé agreement we would happily offer this program through Equalis Group's Contract.
Good faith efforts to involve MWBE subcontractors in response	<i>Did your company contact MWBEs or minority chambers of commerce by telephone, written correspondence, or trade associations at least one week before the due date of this RFP to provide information relevant to this opportunity and to determine whether any MWBEs were interested in subcontracting and/or joint ventures?</i>	Yes. S-Works contacted the following companies via phone and/or email to gauge interest in working as a subcontractor for S-Works for projects awarded under this contract: MB Construction, HBH Solutions, Eminence HVAC, Modular Piping and Fabrications, Goel Services, Delaware Cornerstone Builders, TEI Electrical, Advent Contracting, American Air LLC, ASW Mechanical, Beverly Hills Mechanical, Caigen Mechanical, and Signature Renovations.
Demonstrated ongoing MWBE program	<i>Outline your subcontractor strategy and efforts your organization takes to include MWBE subcontractors in future work, including but not limited to efforts to reach out to individual MWBE businesses, minority chambers of commerce, and other minority business and trade associations.</i>	Our subcontractor procurement strategy prioritizes inclusivity and diversity by actively engaging with MWBE, 8(a), Virginia DBE, Maryland MBE, and other minority-owned certified subcontractors. Our efforts include targeted outreach to MWBE businesses through direct communication, company provided training to employees on how to search for MWBE subcontractors online and form new business relationships, and participation in multiple industry networking events through associations such as Society of American Military Engineers (SAME), Associated Builders and Contractors (ABC), National Association of Women in Construction (NAWIC), Loudoun Chamber of Commerce, Washington Building Congress (WBC), and Center for JOC Excellence (CJE).
Commitment to Service Equalis Group Members (10 Points)		
Marketing plan, capability, and commitment	<i>Detail how your organization plans to market and promote this contract upon award, including how this contract will fit into your organization's current go-to-market strategy in the public sector.</i>	Upon award, S-Works plans to market and promote this contract through targeted outreach to public sector agencies. This effort aligns with our current go-to-market strategy, which emphasizes building strong relationships, highlighting our expertise in commercial construction, and showcasing our ability to deliver efficient and quality-driven projects under the JOC framework. This effort will be overseen by Amanda Ruckman, Marketing Director.

		Key tactics include direct engagement with agency decision-makers, participation in industry events, leveraging various social media marketing channels, and showcasing past successes to demonstrate our value proposition for JOC services within the public sector.
	<i>Detail how your organization will train your sales force and customer service representatives on this contract to ensure that they can competently and consistently present the contract to public agency customers and answer any questions they might have concerning it.</i>	Our operations and site operations team members act as our sales force and customer service representatives on all contracts with all clients. While most of our team members have previous JOC experience from prior employment, we include JOC specific training as part of our new employee onboarding training curriculum. Additionally, we provide semi-annual JOC refresher training to all employees to ensure we're following best practices and up to date on local, state, and federal JOC related changes. Upon award of this contract, S-Works will host a semi-annual training for this contract specifically to train employees, so they fully comprehend the scope, terms, and benefits of this contract. This training will include a contract deep-dive for comprehensive contract understanding, and presentation skills development and role-playing. The presentation skills development will focus on preparing team members to both present this contract to an agency and be prepared to answer any questions concerning it, and the role-playing will allow team members the opportunity to practice their presentations. Lastly, we train our employees to use a problem-solving approach, meaning we give them the tools and resources to be able to look up or find the answer to any question they're unable to answer immediately.
	<i>Acknowledge that your organization agrees to provide its company logo(s) to Region 10 ESC and Equalis Group and agrees to provide permission for reproduction of such logo in marketing communications and promotions</i>	S-Works Construction Corp. agrees to provide our company logo to Region 10 ESC and Equalis group, and agrees to provide permission for reproduction of such logo in marketing and communications promotions.
Ability to manage a cooperative contract	<i>Describe the capacity of your company to report monthly sales through this agreement to Equalis Group.</i>	S-Works will designate our Vice President, Camden Seiler, as the primary role for reporting monthly sales through this agreement to Equalis. Camden currently serves this role for other cooperatives with reporting requirements and is highly capable of completing the monthly reporting on time and accurately. In the event Camden is unable to do the monthly reporting (sickness, emergency, etc.) this responsibility falls upon CEO Richard Ruckman, who is also well trained and experienced in completing monthly sales reports.
	<i>Identify any contracts with other cooperative or government group purchasing organizations of which your company is currently a part of:</i>	
Commitment to supporting agencies to utilize the contract	<i>If awarded a contract, how would you approach agencies in regards to this contract? Please indicate how this would work for both new customers to your organization, as well as existing.</i>	S-Works uses the same proactive and client-centered approach with both new and existing customers. Our approach is centered around clear communication, transparency, and establishing a strong working relationship through trust building and exceptional performance. We understand each agency has unique needs and requirements and are flexible in adapting to agency-specific processes and procedures. For all new customers, we initiate dialogue to understand the agency's specific needs, project goals, and expectations

		for JOC services. Once established, we will continue to follow up with the agency to confirm our compliance and understand if there are any new/additional agency-specific developments. S-Works highly values feedback, and we actively seek input on areas for improvement based on past experience to refine our services better. Lastly, our team members are trained as highly professional collaborative problem-solvers, with the end goal of ensuring projects are executed seamlessly and with mutual understanding from all parties.
Other factors relevant to this section as submitted by the Respondent	<i>Provide the number of sales representatives which will work on this contract and where the sales representatives are located.</i>	S-Works Operations team members act as our Company's sales representatives. This includes (2) Assistant Project Managers, (4) Project Managers, (1) Project Executive, (1) Vice President, (1) Director, and (1) CEO for a total of (10) sales representatives. Our Director resides in and works out of the state of Florida. The other (9) sales representatives work out of our Leesburg, Virginia office location. (2) of those sales representatives reside in the state of Maryland.

PROPOSAL FORM 3: CERTIFICATIONS AND LICENSES

Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to perform the covered services including, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable.

S-Works Response: Copies of the below licenses, registrations, and certifications, are attached.

Business Licenses:

- Virginia State Corporation Commission (SCC) Certificate
- Virginia Class A Contractors License
- Maryland Business License
- Washington D.C. Business License
- Philadelphia Commercial Activity License
- Arlington County Business License
- City of Alexandria Business License
- City of Falls Church Business License
- Fairfax County Business License
- Loudoun County Business License
- Prince William County Business License
- Town of Herndon Business License

Certifications:

- MWAA Small Local Business Enterprise (SLBE – formerly LDBE)
- Virginia Small, Women, and Minority-Owned (SWAM) – Small, Micro business
- Maryland Small Business Reserve (SBR). Please note, the state of Maryland does not provide a copy of this certification. As such, we have provided a screenshot of the S-Works company profile page in eMMA with the SBR certification number listed.

Commonwealth of Virginia



STATE CORPORATION COMMISSION

Richmond, January 21, 2017

This is to certify that the certificate of incorporation of

S-WORKS CONSTRUCTION CORPORATION

was this day issued and admitted to record in this office and that the said corporation is authorized to transact its business subject to all Virginia laws applicable to the corporation and its business. Effective date: January 21, 2017



State Corporation Commission

Attest:

Joel H. Beck
Clerk of the Commission

COMMONWEALTH of VIRGINIA

Department of Professional and Occupational Regulation

9960 Mayland Drive, Suite 400, Richmond, VA 23233

Telephone: (804) 367-8500

EXPIRES ON

03-31-2025

NUMBER

2705048748

BOARD FOR CONTRACTORS
CLASS A CONTRACTOR
CLASSIFICATIONS CBC RBC



S-WORKS CONSTRUCTION CORPORATION
212 E MARKET
LEESBURG, VA 20176



Demetrius J. Melis
Demetrius J. Melis, Director

Status can be verified at <http://www.dpor.virginia.gov>

(SEE REVERSE SIDE FOR PRIVILEGES AND INSTRUCTIONS)

DPOR-LIC (02/2017)

(DETACH HERE)



COMMONWEALTH of VIRGINIA
Department of Professional and Occupational Regulation

CLASS A BOARD FOR CONTRACTORS
CONTRACTOR

CLASSIFICATIONS CBC RBC

NUMBER: 2705048748 EXPIRES: 03-31-2025

S-WORKS CONSTRUCTION CORPORATION
212 E MARKET
LEESBURG, VA 20176



(FOLD)

Status can be verified at <http://www.dpor.virginia.gov>

RECEIVED

FEB 22 2023

DPOR-PC (02/2017)

90 County



State of Maryland License

S-WORKS CONSTRUCTION CORPORATION
212 E MARKET ST
LEESBURG VA 20176

S-WORKS CONSTRUCTION CORPORATION
212 E MARKET ST
LEESBURG VA 20176

15156031

15156031

23

CODE	UNIT	TYPE OF LICENSE	NO OF LIC	COST
66	015	OUT-OF-STATE CONTRACTOR (NOT FOR HOME IMPROVEMENT)	1	11.25

DATE OF ISSUE
MO DAY YR
08/16/2023

MONTHS PAID
9

Karen A. Bushell

THIS LICENSE MUST BE PUBLICLY DISPLAYED
AND EXPIRES ON **APRIL 30, 2024**

ISSUING FEES	2.00
TOTAL	13.25
AMOUNT PAID	13.25

ISSUED BY

KAREN A. BUSHELL, CLERK OF CIRCUIT COURT
50 MARYLAND AVENUE, ROOM 1300
ROCKVILLE, MARYLAND 20850 (240)777-9460

HRG

The information below is for the Clerk's Office use only, customers can disregard.

These barcodes are for use with the new Cashiering System. When your site is upgraded, you will be given instructions for their use.

These barcodes must be scanned in order for RCS:

Scan this one first



15\$150\$115156031\$115156031

RECEIVED

AUG 21 2023

Scan this one second



11.25\$M0.00\$M0.00\$M2.00

GOVERNMENT
OF THE
DISTRICT OF COLUMBIA
Muriel Bowser, Mayor

Department of Consumer and Regulatory Affairs

Business License Division
1100 4th Street S.W.
Washington DC 20024

Date Issued: 6/27/2022
Category: 4105
License#: 410522000637
License Period: 4/1/2022 - 3/31/2026

BASIC BUSINESS LICENSE

Billing Name and Address: S-WORKS CONSTRUCTION CORPORATIONS-WORKS CONSTRUCTION CORPORATION
JOSEPH D SALAMA
Premise/Application's Name and Address: 212 E. MARKET ST -
LEESBURG, VA 20176
Registered Agent's Name and Address: 1ST ALLIANCE RESOURCES, LLC
2300 N STREET NW
WASHINGTON DC20037

212 E. MARKET STREET
LEESBURG, VA 20176

212 E. MARKET ST -
LEESBURG, VA 20176

2300 N STREET NW
WASHINGTON DC20037

Owner's Name
Corp. Name
Trade Name

S-WORKS CONSTRUCTION CORPORATION

CofO/HOP#:	SSL:	Zone:	Ward:	ANC:	PERM NO.
CLASS: A		UNITS: 1			

Regulated Businesses

General Service and Repair

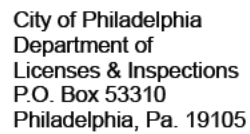
Gen Contr/Construction Mngr

-- THE LAW REQUIRES THIS LICENSE TO BE POSTED IN A CONSPICUOUS PLACE ON THE PREMISES --

Ernest Chrappah

*License Effective from the later of Issued or Start of License-Period Date

Director:
Ernest Chrappah



S-Works Construction Corp.
212 E. Market St
Leesburg, VA 20176
USA

LICENSE CODE	LICENSE NO.	COMMERCIAL ACTIVITY LIC.	EXPIRES AT END OF	EFFECTIVE DATE
3702	936564	936564		10/26/2023

Interpreter services available. | خدمات الترجمة الشفهية متوفرة لدينا | မာဝေခွဲတရားခံဘာသာပြန်မှုပေးနိုင်ပါသည်။ | 提供口译服务 | Services d'interprétation disponibles. | 통역이 제공됩니다 | Предоставляются услуги устного переводчика. | Se brindan servicios de interpretación. | Có sẵn dịch vụ thông dịch.

ARLINGTON COUNTY, VIRGINIA
BUSINESS LICENSE TAX CERTIFICATE

2024

S-WORKS CONSTRUCTION CORPORATION

Account #: BLC-1001194402-02

Trade Name:

Renew by March 1, 2025

Location Address:
212 E MARKET ST
LEESBURG, VA 20176-3113



Kim E. Klingler
COMMISSIONER OF REVENUE

Classification:
64, Contractors



Carla de la Pava
TREASURER





2024 City of Alexandria Business License

Finance Department, Revenue Administration Division, City of Alexandria
301 King Street, Room 1700, Alexandria, VA 22314
Phone: 703.746.4800 <http://www.alexandriava.gov/>

RECEIVED

MAR 25 2024

S-Works Construction Corporation
212 E Market St
Leesburg, VA 20176

License Number: 144951-2024
Account Number: 144951
Tax Period: 2024
Business Name: S-Works Construction Corporation
Trade Name: S-Works Construction Corporation
Business Location: No City Address
Chantilly, VA 20151

License Classification(s):

Reciprocity Contractor
1-111-111
Reciprocity Contractor

March 20, 2024

Dear Taxpayer:

This is your 2024 City of Alexandria Business License. The bottom portion of this page is perforated to allow you to tear off and post the business license in your establishment.

If you paid for your business license via check, please be aware that if your check is not honored by your financial institution, this business license shall be invalid.

As with all taxes, our goal is to administer Business License taxes fairly and in accordance with Commonwealth and Locality code. Our staff strives to provide professional assistance and quality customer service. Your satisfaction is important to us and your comments are always welcome.

If you have any questions regarding this letter, please visit <http://www.alexandriava.gov/> or contact my office via phone at 703.746.4800.

Finance Department, Revenue Administration Division, City of Alexandria

Keep this letter for your records.

City of Alexandria Business License

Revenue Administration Division, City of Alexandria, 301 King Street, Room 1700, Alexandria, VA 22314



This license has been issued by the Revenue Administration Division of the City of Alexandria and is granted to:

S-Works Construction Corporation
No City Address
Chantilly, VA 20151

License Number: 144951-2024
Account Number: 144951
Tax Period: 2024
Business Name: S-Works Construction Corporation
Trade Name: S-Works Construction Corporation
Business Location: No City Address
Chantilly, VA 20151

License Classification(s): Reciprocity Contractor
1-111-111
Reciprocity Contractor



City of Falls Church
Thomas D. Clinton,
Commissioner of the Revenue
300 Park Avenue, Suite #202W
Falls Church, VA 22046-3351

PHONE (703) 248-5450
FAX (703) 248-5212

HOURS
Monday - Friday
8:00 a.m. - 5:00 p.m.
www.fallschurchva.gov

2024

Business License

Account ID	7519
Start Date in Falls Church City	
Issue Date	01/29/2024
Expiration Date	12/31/2024
Type	CONTRACTOR IN STATE

BUSINESS LOCATION

OWNER ID

S-WORKS CONSTRUCTION
CORPORATION
300 PARK AVE
FALLS CHURCH, VA 22046-3301

163002

BUSINESS NAME & MAILING ADDRESS

S-WORKS CONSTRUCTION CORPORATION
212 E MARKET ST
LEESBURG, VA 20176-3113

Paid 2024 license holders are in good standing until March 1st, 2025.
Thank you for doing business in the City of Falls Church!

Thomas D. Clinton

Commissioner of the Revenue

NON-TRANSFERABLE



City of Falls Church
Thomas D. Clinton,
Commissioner of the Revenue
300 Park Avenue, Suite #202W
Falls Church, VA 22046-3351

PHONE (703) 248-5450
FAX (703) 248-5212

HOURS
Monday - Friday
8:00 a.m. - 5:00 p.m.
www.fallschurchva.gov

2024

Business License

Account ID	7519
Start Date in Falls Church City	
Issue Date	01/29/2024
Expiration Date	12/31/2024
Type	CONTRACTOR IN STATE

BUSINESS LOCATION

OWNER ID

S-WORKS CONSTRUCTION
CORPORATION
300 PARK AVE
FALLS CHURCH, VA 22046-3301

163002

BUSINESS NAME & MAILING ADDRESS

S-WORKS CONSTRUCTION CORPORATION
212 E MARKET ST
LEESBURG, VA 20176-3113

Thomas D. Clinton

Commissioner of the Revenue

Office Copy

Business License

Paid 2024 license holders are in good standing until March 1st, 2025.

Office of the Commissioner of the Revenue
E-mail: commissioner@fallschurchva.gov

NON-TRANSFERABLE

Fairfax County
Dept. Tax Administration,
12000 Government Center Pkwy
Suite 223
Fairfax, VA 22035

RECEIVED

MAR 11 2024

S-WORKS CONSTRUCTION CORP
212 E MARKET ST
LEESBURG VA 20176-3113



2024 BUSINESS LICENSE INFORMATION

ACCOUNT #:	000-15-2179	CLASSIFICATION:	CONTRACTOR & CONTRACTING
ORDINANCE CODE:	47224-00	LOCATION:	THROUGHOUT COUNTY
NAICS:	238110	LICENSE NUMBER:	2468467

Business licensing is a form of local taxation of gross receipts generated from business activity in Fairfax County.

Business licenses must be renewed annually by March 1st and filing should be completed online at www.fairfaxcounty.gov/taxes or by mail.

For any questions concerning this license, please call 703-222-8234 between the hours of 8:00 a.m. and 4:30 p.m. Monday - Friday (Hearing impaired persons may call TTY: 711), or send us e-mail through our website, www.fairfaxcounty.gov/taxes.

Detach along this perforation

FAIRFAX COUNTY BUSINESS PROFESSIONAL & OCCUPATIONAL LICENSE

12000 Government Center Parkway Fairfax, VA 22035, Phone: 703-222-8234

BUSINESS LOCATION:
THROUGHOUT COUNTY

LICENSE NUMBER:
2468467

BUSINESS OWNER:
S-WORKS CONSTRUCTION CORP

TRADE NAME:
S-WORKS CONSTRUCTION CORP

BUSINESS MAILING ADDRESS:
212 E MARKET ST
LEESBURG VA 20176



LICENSE TAX PERIOD:
January 01, 2024 TO December 31, 2024
THIS LICENSE IS VALID THRU MARCH 1, 2025

CLASSIFICATION:
CONTRACTOR & CONTRACTING

Young Tarry, Director
Personal Property & Business License Division
Department of Tax Administration

Jay Doshi, Director
Department of Tax Administration

The issuance of this license does not relieve the business owner of the responsibility of complying with all County and other legal requirements.

Robert S. Wertz, Jr.
Commissioner of the Revenue
Loudoun County, Virginia
PO Box 8000
Leesburg, VA 20177-9804

RECEIVED

MAR 18 2024

RETURN SERVICE REQUESTED



EG02

*****AUTO**S-DIGIT 20176 6 93
S-WORKS CONSTRUCTION CORPORATION
212 E MARKET ST
LEESBURG, VA 20176-3113
|||||

License document should be prominently displayed in your commercial establishment.

- Business licensing is a form of local taxation of gross receipts generated from business activity in Loudoun.
- The business license must be renewed annually by March 1st. Filing should be completed online at www.loudoun.gov/efile.
- All registrants for local tax assessment are responsible for complying with all county and other legal requirements with respect to such business, occupation, profession, or calling which is registered with the Office of the Commissioner of the Revenue.
- The issuance of this Business, Professional & Occupational (BPOL) license does NOT relieve the taxpayer/licensee of the responsibility of securing all other necessary licenses, permits, and approvals (including the payment of any additional fees or taxes) which may be required by the County or other lawful authority.

For additional information logon to: www.loudoun.gov/cor

Detach along this perforation

ROBERT S. WERTZ, JR., COMMISSIONER OF THE REVENUE
1 Harrison Street, SE, 1st Floor, PO Box 8000, Leesburg, VA 20177-9804
LOUDOUN COUNTY BUSINESS PROFESSIONAL & OCCUPATIONAL LICENSE

BUSINESS LOCATION:
1 VARIOUS OUTSIDE ANY TOWN
LEESBURG VA 20176-0000

BUSINESS OWNER:
S WORKS CONSTRUCTION CORPORATION

TRADE NAME:
S-WORKS CONSTRUCTION CORPORATION

ATTN:

ADDRESS:
212 E MARKET ST
LEESBURG VA 20176-3113



LICENSE NUMBER:
B517747
LICENSE TAX PERIOD:
JAN 01, 2024 TO DEC 31, 2024
THIS LICENSE IS VALID THRU MARCH 1, 2025

CLASSIFICATION:
CONTRACTOR &
CONTRACTING/DEVELOPER
Robert S. Wertz, Jr.
COMMISSIONER OF THE REVENUE

[Signature]
TREASURER

The issuance of this license does not relieve the business owner of the responsibility of complying with all County and other legal requirements.



PRINCE WILLIAM COUNTY
Tax Administration - Taxpayer Services
PO Box 2467
Woodbridge, VA 22195-2467



2024 BUSINESS LICENSE

PRINCE WILLIAM COUNTY TAX ADMINISTRATION

1 County Complex Ct. Woodbridge, VA 22195
Telephone: 703-792-6710
Email: taxpayerservices@pwcgov.org

|||||
S-WORKS CONSTRUCTION CORPORATION
212 E. MARKET ST
LEESBURG, VA 20176

Account Number: 10863858
Business Name: S-WORKS CONSTRUCTION CORPORATION
Trade Name: S-WORKS CONSTRUCTION CORPORATION
Business Location: 14516 LEE RD STE A CHANTILLY, VA 20151
Tax Period: 2024
License Number: 10863858-2024
License Class(es): Reciprocal Contractor (RC)

March 5, 2024

Dear Taxpayer:

This is your 2024 Prince William County Business License. The bottom portion of this page is perforated to allow you to tear off and post the business license in your establishment.

If you paid for your business license via check, please be aware that if your check is not honored by your financial institution, this business license shall be invalid.

As with all taxes, our goal is to administer Business License taxes fairly and in accordance with Commonwealth and Locality code. Our staff strives to provide professional assistance and quality customer service. Your satisfaction is important to us and your comments are always welcome.

If you have any questions regarding this letter, please visit www.pwcgov.org/tax or contact my office via phone at 703-792-6710.

Sincerely,

Tax Administration Prince William County

KEEP THIS LETTER FOR YOUR RECORDS.



Prince William County 2024 Business License

Taxpayer Services, Prince William County
PO Box 2467, Woodbridge, VA 22195-2467
Phone: 703-792-6710 www.pwcgov.org/tax

S-WORKS CONSTRUCTION CORPORATION
S-WORKS CONSTRUCTION CORPORATION
14516 LEE RD STE A
CHANTILLY, VA 20151

Business Location: 14516 LEE RD STE A CHANTILLY, VA 20151
Tax Period: 2024
Account Type: Business License
License Class(es): Reciprocal Contractor (RC)

TOWN OF HERNDON
REVENUE DEPARTMENT
777 LYNN STREET
HERNDON, VIRGINIA 20170-4602
www.herndon-va.gov

License Number: **11666**
Business Name: **S WORKS CONSTRUCTION CORPORATION**
Business Location:
Classification: **CONTRACTOR**
Issue Date: **04/24/2024**
NAICS Code: **236210**

LICENSE MUST BE POSTED IN PLAIN SIGHT AT BUSINESS LOCATION

Business Mailing Address:
S WORKS CONSTRUCTION CORPORATION
212 E MARKET ST
LEESBURG, VA 20176

2024 Town of Herndon Business License Certificate

Expires December 31, 2024

Renew by March 1, 2025



Director of Finance

The issuance of this Business, Professional & Occupational (BPOL) license does NOT relieve the taxpayer/licensee of the responsibility of securing all other necessary licenses, permits, and approvals (including the payment of any additional fees or taxes) which may be required by the Town of Herndon or other lawful authority.



October 20, 2023

Mr. Joseph Salama
S-Works Construction Corporation
212 E. Market Street
Leesburg, VA 20176

Certification Number: LD20963310

Certification Expiration Date: September 3, 2026

Dear Mr. Salama:

We are pleased to inform you that your firm's application for certification as a Small Local Business Enterprise (SLBE) with the Metropolitan Washington Airports Authority (Airports Authority) has been approved.

This certification qualifies **S-Works Construction Corporation** to participate as a SLBE on non-federally funded contracts with the Airports Authority, which require SLBE participation.

If, there is a material change in the firm that may affect SLBE eligibility, you must promptly notify this office in writing. This includes, but is not limited to: ownership, officers, directors, scope of work being performed, daily operations, and affiliations with other businesses or individuals or physical location of the firm. Notification should include supporting documentation. The Airports Authority may commence actions to remove your firm's eligibility if you fail to comply with these requirements or otherwise fail to cooperate with the Airports Authority in any inquiry or investigation.

The Airports Authority reserves the right to review your firm's SLBE certification at any time and you may be required to provide any and all relevant documentation. Failure to cooperate by providing the requested information may lead to de-certification.

If you wish to expand or change your firm's SLBE certification to include NAICS codes not listed on page 2 of this letter, you must send a written request to this office. You may be asked to provide additional information concerning your firm's qualifications to perform work in the areas covered by the requested NAICS codes.

Please note that for SLBE program purposes, this certification allows **S-Works Construction Corporation** to be counted toward SLBE participation credit only for those business activities covered under the following North American Industry Classification System (NAICS) Codes:

NAICS Codes and Descriptions

NAICS 236220: CONSTRUCTION MANAGEMENT, COMMERCIAL AND INSTITUTIONAL BUILDING

Please apply for recertification 60 days before the expiration date to avoid loss of the certification.

Thank you for your interest in doing business with the Airports Authority. We look forward to your participation as a SLBE in the Airports Authority's contracting programs. If you have any questions, please contact the Department of Supplier Diversity at 703-417-8660.

Sincerely,

A handwritten signature in black ink, appearing to read "Cedric Kinlow".

Cedric Kinlow

COMMONWEALTH OF VIRGINIA



DEPARTMENT OF SMALL BUSINESS & SUPPLIER DIVERSITY

101 N. 14th Street, 11th Floor
Richmond, VA 23219

S-WORKS CONSTRUCTION CORPORATION

is a certified Small, Micro
Business meeting all the requirements set forth under the Code of Virginia Section 2.2-16.1 et seq.
and Administrative Code 7VAC 13-20 et seq.

Certification Number: 816179

Valid Through: Sep 30, 2025

Accordingly Certified

A handwritten signature in blue ink, reading "Tracey G. Wiley".

Tracey G. Wiley, Director



Maryland SBR Certification

Company Information

Legal Name

S-WORKS CONSTRUCTION CORP.

Supplier

1014396

Company Name (DBA) ⓘ

S-WORKS CONSTRUCTION CORP.

☐ Is Remit-To Address? ⓘ

eMMA Vendor ID

SUP1014396

Status

Active

DUNS Number ⓘ

081139129

Website

www.sworksconstruction.com



Business Description

Tax Information

Tax ID Type

EIN

Tax ID ⓘ

371848281

Ownership Type ⓘ

Corporation

Main Address

Address

212 E MARKET ST

Address Line 2 ⓘ

Address Line 3

City

LEESBURG

State/Territory/Province

Virginia

Postal Code

20176

Country

UNITED STATES

Corporate Contact Information ⓘ

Corporate Email

info@sworksconstructio...

Corporate Phone ⓘ

7039533733

Corporate Fax ⓘ

7039557710

Procurement Programs

State Programs

For information regarding the programs listed below, [click here](#).

Is your company currently enrolled in the following programs?

Small Business Reserve (SBR)

No

Apply for the SBR Program? ⓘ

Yes

SBR Certification #

SB23-041411

Veteran-Owned Small Business Enterprise (VSBE)

No

Apply for the VSBE Program? ⓘ

No



PROPOSAL FORM 4: CLEAN AIR WATER ACT

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

Potential Vendor: S-Works Construction Corp.

Title of Authorized Representative: Richard Ruckman, Chief Executive Officer and Co-Owner

Mailing Address: 212 E. Market St. Leesburg, VA 20176

Signature: 

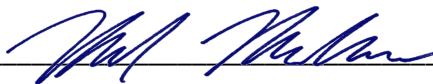
PROPOSAL FORM 5: DEBARMENT NOTICE

I, the Vendor, certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations.

Potential Vendor: **S-Works Construction Corp.**

Title of Authorized Representative: **Richard Ruckman, Chief Executive Officer and Co-Owner**

Mailing Address: **212 E. Market St. Leesburg, VA 20176**

Signature: 

PROPOSAL FORM 6: LOBBYING CERTIFICATION

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

1. No Federal appropriated funds have been paid or will be paid on behalf of the undersigned, 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 the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been 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 or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.


Signature of Respondent

26 April 2024
Date

PROPOSAL FORM 7: CONTRACTOR CERTIFICATION REQUIREMENTS

Contractor’s Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The Respondent complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the Region 10 ESC Participating entities in which work is being performed.

Fingerprint & Criminal Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The Respondent shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.



Signature of Respondent

26 April 2024

Date

PROPOSAL FORM 8: ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)

I affirm under penalty of perjury of the laws of the State of Texas that:

- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- (2) In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and
- (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

VENDOR **S-Works Construction Corp.**

ADDRESS **212 E. Market St.**

Leesburg, VA 20176

PHONE **703-953-3733**

FAX **703-955-7710**

RESPONDANT



Signature

Richard Ruckman

Printed Name

CEO & Co-Owner

Position with Company

AUTHORIZING OFFICIAL



Signature

Richard Ruckman

Printed Name

CEO & Co-Owner

Position with Company

PROPOSAL FORM 9: IMPLEMENTATION OF HOUSE BILL 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

S-Works Construction Corp. currently does not conduct business in the state of Texas. If awarded a contract under this RFP, S-Works Construction Corp. is willing and able to attain the required licenses and other state-specific requirements to be in accordance with all Texas, Equalis, and Region 10 ESC laws and regulations, including submitting Form 1295.

BOYCOTT CERTIFICATION

TERRORIST STATE CERTIFICATION

PROPOSAL FORM 11: RESIDENT CERTIFICATION

This Certification Section must be completed and submitted before a proposal can be awarded to your company. This information may be placed in an envelope labeled "Proprietary" and is not subject to public view. In order for a proposal to be considered, the following information must be provided. Failure to complete may result in rejection of the proposal:

As defined by Texas House Bill 602, a "nonresident Bidder" means a Bidder whose principal place of business is not in Texas, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

Texas or Non-Texas Resident

- ☐ I certify that my company is a "resident Bidder"
- ☒ I certify that my company qualifies as a "nonresident Bidder"

If you qualify as a "nonresident Bidder," you must furnish the following information:

What is your resident state? (The state your principal place of business is located.)

S-Works Construction Corp.	212 E. Market St.	
Company Name	Address	
Leesburg	Virginia	20176
City	State	Zip

PROPOSAL FORM 12: FEDERAL FUNDS CERTIFICATION FORM

When a participating agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the “Uniform Guidance” or “EDGAR” requirements). All Vendors submitting proposals must complete this Federal Funds Certification Form regarding Vendor’s willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using federal grant funds. This completed form will be made available to participating agencies for their use while considering their purchasing options when using federal grant funds. Participating agencies may also require Vendors to enter into ancillary agreements, in addition to the contract’s general terms and conditions, to address the member’s specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, Vendor should certify Vendor’s agreement and ability to comply, where applicable, by having Vendor’s authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form. If a vendor fails to complete any item in this form, Region 10 ESC will consider the Vendor’s response to be that they are unable or unwilling to comply. A negative response to any of the items may, if applicable, impact the ability of a participating agency to purchase from the Vendor using federal funds.

1. Vendor Violation or Breach of Contract Terms:

Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Any Contract award will be subject to Region 10 ESC General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, participating agency ancillary contract, or Member Construction Contract agreed upon by Vendor and the participating agency which must be consistent with and protect the participating agency at least to the same extent as the Region 10 ESC Terms and Conditions.

The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

Does vendor agree? **RAR**
(Initials of Authorized Representative)

2. Termination for Cause or Convenience:

When a participating agency expends federal funds, the participating agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. participating agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if participating agency believes, in its sole discretion that it is in the best

interest of participating agency to do so. Offeror will be compensated for work performed and accepted and goods accepted by participating agency as of the termination date if the contract is terminated for convenience of participating agency. Any award under this procurement process is not exclusive and participating agency reserves the right to purchase goods and services from other offerors when it is in participating agency's best interest.

Does vendor agree? **RAR**

(Initials of Authorized Representative)

3. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to 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 equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any participating agency purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

Does vendor agree? **RAR**

(Initials of Authorized Representative)

4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all participating agency prime construction contracts/purchases in excess of \$2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 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, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 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.

Does vendor agree? **RAR**

(Initials of Authorized Representative)

5. Contract Work Hours and Safety Standards Act:

Where applicable, for all participating agency contracts or purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Does vendor agree? **RAR**

(Initials of Authorized Representative)

6. Right to Inventions Made Under a Contract or Agreement:

If the participating agency's 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 a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or 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 agrees to comply with the above requirements when applicable.

Does vendor agree? **RAR**

(Initials of Authorized Representative)

7. Clean Air Act and Federal Water Pollution Control Act:

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended –Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

Does vendor agree? **RAR**

(Initials of Authorized Representative)

8. Debarment and Suspension:

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3CFR Part 1989 Comp. p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all participating agencies with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Does vendor agree? **RAR**

(Initials of Authorized Representative)

9. Byrd Anti-Lobbying Amendment:

Byrd Anti-Lobbying Amendment (31 USC 1352) -- Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

Does vendor agree? **RAR**

(Initials of Authorized Representative)

10. Procurement of Recovered Materials:

For participating agency purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may require to confirm estimates and otherwise comply. 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.

Does vendor agree? **RAR**

(Initials of Authorized Representative)

11. Profit as a Separate Element of Price:

For purchases using federal funds in excess of \$150,000, a participating agency may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). When required by a participating agency, Vendor agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the participating agency shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.

Does vendor agree? **RAR**

(Initials of Authorized Representative)

12. Domestic Preference

Vendor must be prepared to provide a comprehensive list of the number of goods, products, and/or materials (including but not limited to iron, aluminum, steel, cement, and other manufactured products) being used for specific purchase orders under the contract award which were produced in the United States upon request to Region 10 ESC or any Equalis member who intends to use this contract with federal funds.

Does vendor agree? **RAR**

(Initials of Authorized Representative)

13. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

Vendor agrees that recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain, extend or renew a contract to procure or obtain, or 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 from companies described in Public Law 115-232, section 889. 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 are also prohibited.

Does vendor agree? **RAR**

(Initials of Authorized Representative)

14. General Compliance and Cooperation with Participating Agencies:

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a participating agency, it shall make a good faith effort to work with participating agencies to provide such information and to satisfy such requirements as may apply to a particular participating agency purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Does vendor agree? RAR

(Initials of Authorized Representative)

15. Applicability to Subcontractors

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

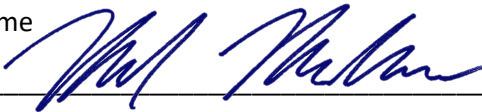
Does vendor agree? RAR

(Initials of Authorized Representative)

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

S-Works Construction Corp.

Company Name



Signature of Authorized Company Official

Richard Ruckman

Printed Name

Chief Executive Officer & Co-Owner

Title

26 April 2024

Date

PROPOSAL FORM 13: FEMA REQUIREMENTS

When a participating agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the “Uniform Guidance” or “EDGAR” requirements). Additionally, Appendix II to Part 200 authorizes FEMA to require or recommend additional provisions for contracts.

All respondents submitting proposals must complete this FEMA Recommended Contract Provisions Form regarding respondent’s willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using FEMA funds. This completed form will be made available to Members for their use while considering their purchasing options when using FEMA grant funds. Members may also require Supplier Partners to enter into ancillary agreements, in addition to the contract’s general terms and conditions, to address the member’s specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, Respondent should certify Respondent’s agreement and ability to comply, where applicable, by having respondents authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form. If a Respondent fails to complete any item in this form, Region 10 ESC will consider the respondent’s response to be that they are unable or unwilling to comply. A negative response to any of the items may, if applicable, impact the ability of a participating agency to purchase from the Supplier Partner using federal funds.

1. Access to Records

For All Procurements

The Winning Supplier agrees to provide the participating agency, the pass-through entity (if applicable), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Winning Supplier agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Winning Supplier agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

Does Respondent agree? **RAR**
(Initials of Authorized Representative)

For Contracts Entered into After August 1, 2017 Under a Major Disaster or Emergency Declaration

In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the participating agency, and the Winning Supplier acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.”

Does Respondent agree? **RAR**
(Initials of Authorized Representative)

2. Changes

FEMA recommends that all contracts include a changes clause that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may depend on the nature of the contract and the procured item(s) or service(s). The participating agency should also consult their servicing legal counsel to determine whether and how contract changes are permissible under applicable state, local, or tribal laws or regulations.

Does Respondent agree? **RAR**
(Initials of Authorized Representative)

3. Use of DHS Seal, Logo, and Flags

The Winning Supplier shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts.

Does Respondent agree? **RAR**
(Initials of Authorized Representative)

4. Compliance with Federal Law, Regulations, And Executive Orders and Acknowledgement of Federal Funding

This is an acknowledgement that when FEMA financial assistance is used to fund all or a portion of the participating agency's contract with the Winning Supplier, the Winning Supplier will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

Does Respondent agree? **RAR**
(Initials of Authorized Representative)

5. No Obligation by Federal Government

The federal government is not a party to this or any contract resulting from this or future procurements with the participating agencies 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.

Does Respondent agree? **RAR**
(Initials of Authorized Representative)

6. Program Fraud and False or Fraudulent Statements or Related Acts

The Winning Supplier 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.

Does Respondent agree? **RAR**
(Initials of Authorized Representative)

7. Affirmative Socioeconomic Steps

If subcontracts are to be let, the Winning Supplier is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

Does Respondent agree? **RAR**
(Initials of Authorized Representative)

8. License and Delivery of Works Subject to Copyright and Data Rights

The Winning Supplier grants to the participating agency, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Winning Supplier will identify such data and grant to the participating agency or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Winning Supplier will deliver to the participating agency data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the (insert name of the non-federal entity).

Does Respondent agree? **RAR**
(Initials of Authorized Representative)

PROPOSAL FORM 14: ADDITIONAL ARIZONA CONTRACTOR REQUIREMENTS

AZ Compliance with Federal and state requirements: Contractor agrees when working on any federally assisted projects with more than \$2,000.00 in labor costs, to comply with all federal and state requirements, as well as Equal Opportunity Employment requirements and all other federal and state laws, statutes, etc. Contractor agrees to post wage rates at the work site and submit a copy of their payroll to the member for their files. Contractor must retain records for three years to allow the federal grantor agency access to these records, upon demand. Contractor also agrees to comply with the Arizona Executive Order 75-5, as amended by Executive Order 99-4.

When working on contracts funded with Federal Grant monies, contractor additionally agrees to comply with the administrative requirements for grants, and cooperative agreements to state, local and federally recognized Indian Tribal Governments.

AZ Compliance with workforce requirements: Pursuant to ARS 41-4401, Contractor and subcontractor(s) warrant their compliance with all federal and state immigration laws and regulations that relate to their employees, and compliance with ARS 23-214 subsection A, which states, "...every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program" Region 10 ESC reserves the right to cancel or suspend the use of any contract for violations of immigration laws and regulations. Region 10 ESC and its members reserve the right to inspect the papers of any contractor or subcontract employee who works under this contract to ensure compliance with the warranty above.

AZ Contractor Employee Work Eligibility: By entering into this contract, contractor agrees and warrants compliance with A.R.S. 41-4401, A.R.S. 23-214, the Federal Immigration and Nationality Act (FINA), and all other Federal immigration laws and regulations. Region 10 ESC and/or Region 10 ESC members may request verification of compliance from any contractor or sub contractor performing work under this contract. Region 10 ESC and Region 10 ESC members reserve the right to confirm compliance. In the event that Region 10 ESC or Region 10 ESC members suspect or find that any contractor or subcontractor is not in compliance, Region 10 ESC may pursue any and all remedies allowed by law, including but not limited to suspension of work, termination of contract, suspension and/or debarment of the contractor. All cost associated with any legal action will be the responsibility of the contractor.

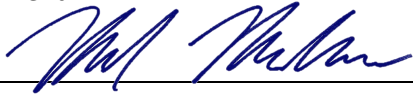
AZ Non-Compliance: All federally assisted contracts to members that exceed \$10,000.00 may be terminated by the federal grantee for noncompliance by contractor. In projects that are not federally funded, Respondent must agree to meet any federal, state or local requirements as necessary. In addition, if compliance with the federal regulations increases the contract costs beyond the agreed on costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee.

Registered Sex Offender Restrictions (Arizona): For work to be performed at an Arizona school, contractor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are present, or reasonably expected to be present. Contractor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Region 10 ESC member's discretion. Contractor must identify any additional costs associated with compliance to this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Offshore Performance of Work Prohibited: Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States.

Terrorism Country Divestments: In accordance with A.R.S. 35-392, Region 10 ESC and Region 10 ESC members are prohibited from purchasing from a company that is in violation of the Export Administration Act. By entering into the contract, contractor warrants compliance with the Export Administration Act.

The undersigned hereby accepts and agrees to comply with all statutory compliance and notice requirements listed in this document.



26 April 2024

Signature of Respondent

Date

PROPOSAL FORM 15: OWNERSHIP DISCLOSURE FORM (N.J.S. 52:25-24.2)

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the Respondent shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name: S-Works Construction Corp.

Street: 212 E. Market St.

City, State, Zip Code: Leesburg, VA 20176

Complete as appropriate:

I _____, certify that I am the sole owner of _____, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

I Richard Ruckman, a partner in S-Works Construction Corp., do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

OR:

I _____, an authorized representative of _____, a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

Name	Address	Interest
<u>Richard Ruckman</u>	<u>212 E. Market St. Leesburg, VA 20176</u>	<u>49%</u>
<u>Joseph Salama</u>	<u>212 E. Market St. Leesburg, VA 20176</u>	<u>51%</u>

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.



Authorized Signature and Title

26 April 2024

Date

PROPOSAL FORM 16: NON-COLLUSION AFFIDAVIT

Company Name: S-Works Construction Corp.

Street: 212 E. Market St.

City, State, Zip Code: Leesburg, VA 20176

State of New Jersey

County of _____

I, _____ of the _____
Name City

*in the County of _____, State of _____ of full
age, being duly sworn according to law on my oath depose and say that:*

I am the _____ of the firm of _____
Title Company Name

the Respondent making the Proposal for the goods, services or public work specified under the Harrison Township Board of Education attached proposal, and that I executed the said proposal with full authority to do so; that said Respondent has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said bid proposal and in this affidavit are true and correct, and made with full knowledge that the Harrison Township Board of Education relies upon the truth of the statements contained in said bid proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

Company Name

Authorized Signature & Title

Subscribed and sworn before me

this _____ day of _____, 20____

Notary Public of New Jersey
My commission expires _____, 20____

SEAL

S-Works Construction Corp. currently does not conduct business in the state of New Jersey. If awarded a contract under this RFP, S-Works Construction Corp. is willing and able to attain the required licenses, New Jersey public notary, and other state-specific requirements to be in accordance with all New Jersey, Equalis, and Region 10 ESC laws and regulations.

PROPOSAL FORM 17: AFFIRMATIVE ACTION AFFIDAVIT (P.L. 1975, C.127)

Company Name: S-Works Construction Corp.
Street: 212 E. Market St.
City, State, Zip Code: Leesburg, VA 20176

Bid Proposal Certification:

Indicate below your compliance with New Jersey Affirmative Action regulations. Your proposal will be accepted even if you are not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval _____
OR
2. A photo copy of their Certificate of Employee Information Report _____
OR
3. A complete Affirmative Action Employee Information Report (AA302) _____

Public Work – Over \$50,000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form X
AA201-A upon receipt from the Harrison Township Board of Education

B. Approved Federal or New Jersey Plan – certificate enclosed _____

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.



Authorized Signature and Title

CEO & Co-Owner

26 April 2024
Date

P.L. 1995, c. 127 (N.J.A.C. 17:27)

MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color,

national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

Signature of Procurement Agent

S-Works assumes this signature line is for a Region 10 ESC and/or Equalis Group Procurement Agent. If S-Works is supposed to sign this line, please notify us and we will execute promptly.

PROPOSAL FORM 18: C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.**

What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information is available in Local Finance Notice 2006-1 (https://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html).

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a) The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at https://www.state.nj.us/dca/divisions/dlgs/programs/pay_2_play.html They will be updated from time-to-time as necessary.
 - b) A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
 - c) Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d) The form may be used “as-is”, subject to edits as described herein.
 - e) The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f) The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

1. any State, county, or municipal committee of a political party
2. any legislative leadership committee*
3. any continuing political committee (a.k.a., political action committee)
4. any candidate committee of a candidate for, or holder of, an elective office:
 1. of the public entity awarding the contract
 2. of that county in which that public entity is located
 3. of another public entity within that county
 4. or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county. The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

5. individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
6. all principals, partners, officers, or directors of the business entity or their spouses
7. any subsidiaries directly or indirectly controlled by the business entity
8. IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs). When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure. Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report. The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement. The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act. The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law.

NOTE: This section does not apply to Board of Education contracts.

* N.J.S.A. 19:44A-3(s): “The term “legislative leadership committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker

of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	S-Works Construction Corp.		
Address:	212 E. Market St.		
City:	Leesburg	State:	VA
		Zip:	20176

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.



Signature

Richard Ruckman

Printed Name

CEO & Co-Owner

Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
N/A	N/A	N/A	\$ 0

☐ Check here if the information is continued on subsequent page(s)

S-Works Construction Corp. as a corporation, the Shareholders, and/or members of the Board of Directors have NOT made an political contributions.

List of Agencies with Elected Officials Required for Political Contribution Disclosure

N.J.S.A. 19:44A-20.26

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

County Clerk

Sheriff

{County Executive}

Surrogate

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM WWW.NJ.GOV/DCA/LGS/P2P A COUNTY-BASED, CUSTOMIZABLE FORM.

S-Works Construction Corp. as a corporation, the Shareholders, and/or members of the Board of Directors have NOT made an political contributions.

PROPOSAL FORM 19: STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

☒ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership

☐ Sole Proprietorship

☐ Limited Liability

☐ Limited Partnership

Partnership

☐ Corporation

☐ Limited Liability

☒ Subchapter S

Corporation

Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Richard Ruckman Home Address: 212 E. Market St. Leesburg, VA 20176	Name: Joseph Salama Home Address: 212 E. Market St. Leesburg, VA 20176
Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:
Subscribed and sworn before me this <u>26th</u> day of <u>April</u> , 20 <u>24</u> (Notary Public) My Commission expires: <u>7/31/2024</u>	
<u>Mary Elizabeth Galvin</u> (Affiant) <u>Mary Elizabeth Galvin Notary Public</u> (Print name & title of affiant) (Corporate Seal)	



PROPOSAL FORM 20: GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM

Signature on the Vendor Contract Signature form certifies complete acceptance of the General Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the General Terms and Conditions:

☒ We take no exceptions/deviations to the general terms and conditions

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

☐ We take the following exceptions/deviations to the general terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general terms and conditions that you are taking exceptions/deviations to. Clearly state if you are adding additions terms and conditions to the general terms and conditions. Provide details on your exceptions/deviations below:

(Note: Unacceptable exceptions shall remove your proposal from consideration for award. Region 10 ESC shall be the sole judge on the acceptance of exceptions/deviations and the decision shall be final.)

PROPOSAL FORM 21: EQUALIS GROUP ADMINISTRATION AGREEMENT

Requirements for Master Agreement To be administered by Equalis Group

Attachment A, Equalis Group Administrative Agreement is used in administering Master Agreements with Region 10 and is preferred by Equalis Group. Redlined copies of this agreement should not be submitted with the response. Should a respondent be recommended for award, this agreement will be negotiated and executed between Equalis Group and the respondent. **Respondents must select one of the following options for submitting their response.**

- ☐ Respondent agrees to all terms and conditions outlined in each of the Administration Agreement.
- ☒ Respondent wishes to negotiate directly with Equalis Group on terms and conditions outlined in the Administration Agreement. Negotiations will commence after sealed Proposals are opened and Region 10 has determined the respondent met all requirements in their response and may be eligible for award.

PROPOSAL FORM 22: OPEN RECORDS POLICY ACKNOWLEDGEMENT AND ACCEPTANCE

OPEN RECORDS POLICY ACKNOWLEDGMENT AND ACCEPTANCE

Be advised that all information and documents submitted will be subject to the Public Information Act requirements governed by Chapter 552 of the Texas Government Code.

Because contracts are awarded by a Texas governmental entity, all responses submitted are subject to release as public information after contracts are executed. If a Respondent believes that its response, or parts of its response, may be exempted from disclosure to the public, the Respondent must specify page-by-page and line-by-line the parts of the response, which it believes, are exempted from disclosure. In addition, the Respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). Respondent must provide this information on the "Acknowledgement and Acceptance to Region 10 ESC's Public Information Act Policy" form found on the next page of this solicitation. Any information that is unmarked will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 10 ESC must provide the OAG with the information requested in order for the OAG to render an opinion. In such circumstances, Respondent will be notified in writing that the material has been requested and delivered to the OAG. Respondent will have an opportunity to make arguments to the OAG in writing regarding the exception(s) to the TPIA that permit the information to be withheld from public disclosure. Respondents are advised that such arguments to the OAG must be specific and well-reasoned--vague and general claims to confidentiality by the Respondent are generally not acceptable to the OAG. Once the OAG opinion is received by Region 10 ESC, Region 10 ESC must comply with the opinions of the OAG. Region 10 ESC assumes no responsibility for asserting legal arguments on behalf of any Respondent. Respondents are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

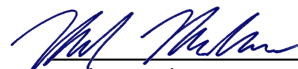
After completion of award, these documents will be available for public inspection.

Signature below certifies complete acceptance of Region 10 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary). Check one of the following responses to the Acknowledgment and Acceptance of Region 10 ESC's Open Records Policy below:

☐ We acknowledge Region 10 ESC's Public Information Act policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.
(Note: All information believed to be a trade secret or proprietary must be listed below. It is further understood that failure to identify such information, in strict accordance with the instructions below, will result in that information being considered public information and released, if requested under the Public Information Act.)

☒ We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.
(Note: Respondent must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).)

26 April 2024
Date

 CEO & Co-Owner
Authorized Signature & Title

**Proposal Form 1: Attachment B - Pricing is proprietary information.
S-Works will provide this information to participating agencies upon request.**

PROPOSAL FORM 23: VENDOR CONTRACT AND SIGNATURE FORM

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

VENDORS MUST SUBMIT THIS FORM COMPLETED AND SIGNED WITH THEIR RESPONSE TO BE CONSIDERED

Company name S-Works Construction Corp.
Address 212 E. Market St.
City/State/Zip Leesburg, VA 20176
Telephone No. 703-953-3733
Fax No. 703-955-7710
Email address rruckman@sworksconstruction.com
Printed name Richard Ruckman
Position with company CEO & Co-Owner
Authorized signature 

Term of contract July 1, 2024 to June 30, 2026

Unless otherwise stated, all contracts are for a period of two (2) years with an option to renew annually for an additional three (3) years if agreed to by Region 10 ESC. Vendor shall honor all administrative fees for any sales made based on the contract whether renewed or not.


Jana Melsheimer (Jun 19, 2024 15:34 CDT)
Region 10 ESC Authorized Agent

Jun 19, 2024
Date

Dr. Jana Melsheimer
Print Name

Equalis Group Contract Number R10-1166D

S-WORKS PROPOSAL WORK PLAN



Cocoa/25/006 – Fuel Canopy
City of Cocoa
301 Shearer Blvd.,
Cocoa, FL 32922
S-Works Job # Cocoa/25/006
November 10, 2025

1) General:

a) Project Description:

- i) Furnish all supervision, labor, transportation, materials, and equipment, to perform all operations necessary to complete the following:

(a) Brief Description: The following scope of work is to define work items associated with (a new fuel canopy structure) located in (Cocoa Florida).

b) Safety

- i) All personnel must adhere to S-Works Safety Requirements and all applicable OSHA, state, and local regulations.
- ii) Use of all appropriate personal protective equipment (PPE) is required at all times.
- iii) Hardhats, reflective vests, and eye protection are required at all times. Personnel working with or around heavy equipment must wear ear protection while the equipment is in operation.
- iv) ANSI Level 4 cut-resistant gloves are required for all personnel handling tools, materials, or equipment.
- v) All personnel must attend site-specific safety orientation and perform daily pre-task planning meetings (e.g., Activity Hazard Analysis or equivalent).
- vi) All tasks of work will require:
 - (1) Activity Hazard Analysis (AHA).
 - (2) Proof of current First Aid/CPR training.
- vii) High-risk tasks (e.g., lockout/tagout, confined space entry, hot work, fall protection, crane/lift operations) will require a written plan of action approved by site supervision prior to commencement.
- viii) Unsafe acts or failure to follow site safety requirements will result in, at minimum, immediate removal from S-Works job sites and may lead to termination of contract at S-Works discretion.

c) Submittals:

- i) Provide manufacturer's catalog data, technical data, shop drawings, and samples for the following items in accordance with the contract:
 - (1) Schedule of work
 - (2) Activity hazard analysis
 - (3) First Aid & CPR

d) General Notes for all Work:

- i) All work shall be performed in full compliance with the Virginia Uniform Statewide Building Code, the National Electrical Code (NEC), and all applicable local codes, ordinances, and regulations, including any amendments or interpretations in effect at the time of the start of construction.
- ii) Davis Bacon or other wage scale determinations do not apply.

iii) SCHEDULE:



- (1) This work plan provides construction during normal working hours, Monday through Friday, 7:00 AM to 4:00 PM.
- (2) To limit disruption to the end user, mobilization will begin only after all required materials are on hand.
- (3) The project preliminary schedule of 22 calendar days (16 workdays), starting upon S-Works' receipt of the Notice to Proceed, in accordance with the scope of work, drawings, will be provided upon receiving and executing the owners contract.
 - (a) The project's on-site construction duration of **3 weeks**.
- (4) Completion of the proposed schedule is dependent on the Client's timely review and approval of submittals, RFIs, and other project documentation as outlined in the schedule.
- (5) Owner to provide consistent and reliable access to all spaces required for daily work activities.
- (6) The preliminary schedule does not account for project weather delays.

e) Qualifications:

- i) The owner did not provide project Specifications.
- ii) Proposal is based on site visit on 10/07/25.
- iii) Any and all items not specifically identified herein are not included in the base scope of work and subsequently excluded from the cost proposal. All changes will require acceptance by both parties prior to commencement of work.
- iv) Upon acceptance of this proposal, all line-item estimates provided for pricing and scope clarity shall be consolidated into a single Lump Sum amount. The Lump Sum represents the full compensation for furnishing all labor, materials, equipment, supervision, and services necessary to complete the Work as described in the approved scope, drawings, and specifications. Individual line items shall not be subject to adjustment except as modified by approved change orders.
- v) S-Works does not include the relocation of owner property within the limits of construction.
- vi) S-Works does not include Minority Business Requirements or US Citizen requirements.
- vii) This proposal is valid for (30) days after the proposal delivery date listed on the cover page. S-Works Construction reserves the right to revise and resubmit proposal scope and cost after (30) days.
- viii) Order of precedence: The Agreement governs. This SOW clarifies scope where drawings/specs conflict or are silent.
- ix) S-Works will not provide a full-time on-site superintendent during active construction to coordinate subcontractors, enforce safety, and maintain site housekeeping.
- x) S-Works assumes existing systems are code-compliant; modifications outside contract are not included.
- xi) Insurance: Builder's Risk insurance not included.
- xii) Permits: Building permit fees and costs are included.
- xiii) Testing/Inspections: Third-party testing and special inspections are included.
- xiv) Hazardous Materials: Removal, disposal, testing, monitoring, or protection against asbestos, lead, PCB's, or other hazardous materials not included.
- xv) Ground Penetrating Radar is included.
- xvi) Utilities: Utility company fees are not included. Relocation/removal of overhead/underground utilities not specifically included are not included.
- xvii) Commissioning: Commissioning and coordination with commissioning agents is not included unless noted.
- xviii) Owner-furnished items: Delays due to Owner Furnished Contractor Installed equipment/materials are not included.
- xix) Temporary Facilities: Include temporary restrooms, office trailer, storage, site survey, etc.



xx) Payment & Performance Bonds: Not Included.

2) Emergency Response & Site Controls:

- a) S-Works will maintain first aid kits and fire extinguishers on site.
- b) Emergency contacts and the nearest Hospital and Occupational Health Clinic will be posted in the field office.
- c) All incidents, near misses, and injuries must be reported immediately to site supervision.
- d) Housekeeping: Work areas will be kept in a neat, orderly, and safe condition. Trash and debris will be removed daily.

3) Scope Of Work:

The contractor shall furnish material and labor to complete the following work per the attached scope of work, identified specifications, proposed schedule and S-Works Safety Requirements:

a) **Measurement & Assumptions:**

- i) Quantities based on site walk.
- ii) Include [X] mobilizations; and [X] dumpsters.

b) **Not Included:**

- i) Does not include hazardous material testing and abatement (unless specifically added).
- ii) Does not include hidden/unforeseen conditions.
- iii) Does not include underground storage tank removal.
- iv) Does not include demolition of structural members unless noted.

c) **Division 02 – Existing Conditions / Demolition**

i) **Scope of Work:**

- 1) Furnish and install selective demolition of exterior concrete slabs and exterior bollards.
- 2) Furnish and install sawcutting/core drilling of concrete slab for new work.
- 3) Furnish and install protection of to-remain items and isolate work areas.
- 4) Furnish and install utility locates (811) and lockout/tagout with trades.
- 5) Furnish and install a project-specific Silica Exposure Control Plan per OSHA, including dust suppression, and PPE.

d) **Division 03 – Concrete**

i) **Scope of Work:**

- 1) Furnish and install slab-on-grade and footings.
 - (a) Formwork, placement, finishing, and stripping
 - (b) Integration with adjacent slabs and structures
- 2) Furnish and install reinforcement, vapor barrier, control joints, curing, finishing, and sawcut joints.
- 3) Provide grouting for equipment bases, columns, anchor bolts, and miscellaneous embeds.
- 4) Furnish and install site concrete including sidewalks and curbs/gutters.
- 5) Provide mockups for concrete finishes, control joints, and curing methods where required.
- 6) Furnish and install concrete demolition, sawcutting, removal, and patching of existing slabs at 6 locations where concrete footings are needed.
- 7) Provide testing, inspection, slump tests, and cylinder breaks in coordination with third-party inspectors.



- 8) Coordinate concrete placement with embedded items, sleeves, conduits, and anchorages.
 - 9) Protect placed concrete from weather, traffic, and damage during curing.
 - 10) Provide final cleaning of exposed concrete surfaces, touch-up, and repair prior to substantial completion.
- e) **Division 05 – Metals**
- i) **Scope of Work:**
- 1) Furnish and install structural metal framing, beams, columns, joists, metal decking, and supports including all bolted and welded connections.
 - 2) The metal canopy will have a minimum clearance of 16' and the size of the canopy structure will be designed and installed at 42' by 48' and will include gutters and downspouts on one side of the structure.
 - 3) The metal canopy will have metal decking on joists with an estimated joist spacing of 4' which will be held up by 6 tube columns.
 - 4) Provide and install miscellaneous metals such as embeds, anchor plates, angles, channels, and steel plates as required.
 - 5) Furnish and install steel bollards to protect existing fuel pumps.
 - 6) Provide aluminum or galvanized metal for the canopy material.
 - 7) Provide layout, leveling, welding, bolting, cutting, drilling, and on-site fabrication adjustments as required.
 - 8) Coordinate with other trades for installation of structural modifications and support steel for MEP equipment.
 - 9) Permit set of structural drawings are included.
- f) **Division 07 – Thermal & Moisture Protection**
- i) **Scope of Work:**
- 1) Provide and install sheet metal flashing, trim, drip edges, and counterflashings fabricated and installed per SMACNA standards.
 - 2) Scope does not include downspout guards.
- g) **Division 26 – Electrical**
- i) **Scope of Work:**
- 1) Permit set of drawings are included.
 - 2) Furnish and install new branch circuits including conduit, conductors, junction boxes, and devices for an exterior electrical lighting system.
 - 3) Furnish and install 4 LED exterior lighting fixtures and a photocell switch.
 - 4) Provide demolition, safe removal, and disposal of existing electrical wiring, devices, and equipment where indicated.
 - 5) Furnish and install required electrical underground piping and electrical penetrations through walls and floors as needed.
 - 6) Provide final closeout including as-built drawings, O&M manuals, test reports, labeling, and owner training.
- h) **Design:**
- i) **Scope of Work:**
- 1) Provide professional engineering and design services as required and needed for the structural and electrical system.
 - 2) Develop code compliance documents and confirm alignment with applicable building codes, life safety, ADA, and jurisdictional requirements.



4) ADDITIONAL CLARIFICATIONS:

a) Possible disruption to building personnel and plans to minimize:

- i) Area to be free of owner personnel and pedestrians during construction.
- ii) All locations will be barricaded off during construction.

b) Hazardous Materials:

- i) None anticipated or included.

c) STAFFING PLAN:

- i) SR PM/PX/VP: Chris Perry
- ii) Project Manager: Michael Rendon
- iii) Superintendent: Not provided

d) PERMITS:

- i) Structural Building Permit



Preliminary Estimate, by estimates

Michael Rendon

S-Works Construction Corp.

R10-1166 - Equalis - R10-1166 - Contract - Base Contract Year 1 24-25 -

7/01/2024 to 6/30/2025

Fuel Canopy - Cocoa/25/006

Estimator: Michael Rendon

Fuel Canopy

Division Summary (MF04)

01 - General Requirements	\$79,092.97
02 - Existing Conditions	\$6,582.50
03 - Concrete	\$9,805.00
04 - Masonry	
05 - Metals	\$83,916.24
06 - Wood, Plastics, and Composites	
07 - Thermal and Moisture Protection	
08 - Openings	
09 - Finishes	
10 - Specialties	
11 - Equipment	
12 - Furnishings	
13 - Special Construction	\$883.20
14 - Conveying Equipment	
21 - Fire Suppression	
22 - Plumbing	
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	
25 - Integrated Automation	

Totalling Components

Priced Line Items	\$193,947.11
RSMeans MELBOURNE, FL CCI 2025Q3, 91.20%	\$(17,067.35)

Material, Labor, and Equipment Totals (No Totalling Components)

Material:	\$86,574.59
Labor:	\$51,508.86
Equipment:	\$30,878.67
Other:	\$24,984.99
Laborhours:	461.06
Green Line Items:6	\$84,181.24

26 - Electrical	\$9,415.20
27 - Communications	
28 - Electronic Safety and Security	
31 - Earthwork	
32 - Exterior Improvements	\$3,994.00
33 - Utilities	\$258.00
34 - Transportation	
35 - Waterway and Marine Transportation	
41 - Material Processing and Handling Equipment	
44 - Pollution Control Equipment	
46 - Water and Wastewater Equipment	
48 - Electric Power Generation	
Alternate	
Trades	
Assemblies	
FMR	
MF04 Total (Without totalling components)	\$193,947.11

Equalis - FL - NNH Coefficient (-7.1600%)	\$(12,664.59)
Nonpriced Line Items	

Priced/Non-Priced

Total Priced Items:	75	\$193,947.11	
Total Non-Priced Items:	0	\$0.00	0.00%
	75	\$193,947.11	

Grand Total

\$164,215.17

Preliminary Estimate, by estimates

Estimator: Michael Rendon

Fuel Canopy

Item	Description	UM	Quantity	Unit Cost	Total	Book
01 - General Requirements						
1 01-11-31-30-0200	Engineering fees, electrical, minimum Electrical design fees for performing a load design for adding exterior lights to an existing panel. 150000 = 150,000.00	Contrct	150,000.0000	4.1000%	\$6,150.00	RSM25FAC O&P P
2 01-11-31-30-1300	Engineering fees, structural, maximum Structural Design drawings for designing and creating canopy CAD drawings and for load calculations that meet code requirements. 150000 = 150,000.00	Project	150,000.0000	2.5000%	\$3,750.00	RSM25FAC O&P P
3 01-21-53-50-1700-L	Cost adjustment factors, protection of existing work, add to construction costs for particular job requirements, minimum 150000 = 150,000.00	Costs	150,000.0000	2.0000%	\$3,000.00	RSM25FAC L, O&P P
4 01-31-13-30-0450	Insurance, contractor's equipment floater, maximum General Liability Insurance 150000 = 150,000.00	Value	150,000.0000	1.5000%	\$2,250.00	RSM25FAC O&P P
5 01-31-14-20-0040	Single circuit breaker lock out device	Ea.	1.0000	\$32.00	\$32.00	RSM25FAC M, L, O&P P
6 01-31-14-20-0080	Square D I-Line circuit breaker lock out device 1 = 1.00	Ea.	1.0000	\$100.00	\$100.00	RSM25FAC M, L, O&P P
7 01-31-14-20-0180	Lock out sign 1 = 1.00	Ea.	1.0000	\$29.50	\$29.50	RSM25FAC M, L, O&P P
8 01-31-14-20-0190	Lock out tag 1 = 1.00	Ea.	1.0000	\$4.43	\$4.43	RSM25FAC M, L, O&P P
9 01-41-26-50-0100	Permits rule of thumb, most cities, maximum 150000 = 150,000.00	Job	150,000.0000	2.0000%	\$3,000.00	RSM25FAC O&P P
10 01-45-23-50-0025	Field testing, for concrete or steel building, maximum Testing of new concrete work	Week	1.0000	\$6,605.00	\$6,605.00	RSM25FAC O&P P
11 01-45-23-50-4900	Soil testing, proctor compaction, 4" standard mold, ASTM D 698 Two soil proctor compaction tests at footings	Ea.	2.0000	\$253.00	\$506.00	RSM25FAC O&P P
12 01-45-23-50-5790	Welding inspection technician, per day Welding inspections - 2 day 2 = 2.00	Ea.	2.0000	\$612.00	\$1,224.00	RSM25FAC O&P P
13 01-54-16-50-0100	Forklift crew, all-terrain forklift, 45' lift, 35' reach, 9000 lb. capacity, weekly use Forklift/Lull rental for two weeks for unloading material deliveries and for transporting material and for erecting the canopy structure.	Week	2.0000	\$7,550.00	\$15,100.00	RSM25FAC L, E, O&P P

Preliminary Estimate, by estimates

Estimator: Michael Rendon

Fuel Canopy

01 - General Requirements

Item	Description	UM	Quantity	Unit Cost	Total	Book
14 01-54-33-10-2650-3	Rent per week for rent saw concrete self-propelled gas 30 HP Saw cutting through concrete raised slab for the installation of 6 large column footings	Ea.	1.0000	\$685.21	\$685.21	RSM25FAC E, O&P
15 01-54-33-10-2800-3	Rent per week for rent vibrators concrete electric 60 cycle 3 HP Concrete vibrator rental - used during concrete pours 2 = 2.00	Ea.	2.0000	\$291.07	\$582.14	RSM25FAC E, O&P
16 01-54-33-20-0075-2	Rent per day for rent auger, truck-mounted, for caissons, water wells Auger drilling for 6 new concrete caissons for the steel columns to be anchored to 2 = 2.00	Ea.	2.0000	\$214.65	\$429.30	RSM25FAC E, O&P
17 01-54-33-20-0140-3	Rent per week for rent excavator diesel hydraulic crawler mounted 3/4 CY capacity Excavator rental to be used for drilling auger piles so the steel columns have something to anchor to. add a chipping hammer adapter for chipping out the concrete after the saw cutting areas are completed, which is the location of the concrete auger piles. Excavator bucket used to remove concrete and dispose of it into concrete dumpsters. Excavator bucket used to demo the 4 ballards next to the two pumps and used to transport and dispose of the ballards into the project dumpster.	Ea.	2.0000	\$3,197.39	\$6,394.78	RSM25FAC E, O&P
18 01-54-33-20-0346-2	Rent per day for rent excavator attachment, hydraulic hammer, 4000 ft lbs Hydraulic hammer attachment for the excavator to break up sections of the concrete slab so concrete footings can be added so the canopy columns have something to anchor to. 1 = 1.00	Ea.	1.0000	\$765.27	\$765.27	RSM25FAC E, O&P
19 01-54-33-20-1350-2	Rent per day for rent vibratory plate compactor 21" plate 5000 lb blow	Ea.	2.0000	\$233.42	\$466.84	RSM25FAC E, O&P
20 01-54-33-40-0070-3	Rent per week for rent aerial lift, articulating boom, to 45' high, 500 lb. capacity, diesel Boom Lift rental for the canopy structure installers 1 = 1.00	Ea.	1.0000	\$1,316.72	\$1,316.72	RSM25FAC E, O&P
21 01-54-33-40-0070-3	Rent per week for rent aerial lift, articulating boom, to 45' high, 500 lb. capacity, diesel Boom Lift rental for the electrical lighting installers at the canopy 1 = 1.00	Ea.	1.0000	\$1,316.72	\$1,316.72	RSM25FAC E, O&P
22 01-54-33-40-6280-3	Rent per week for rent sidewalk broom, walk-behind Sweeping the concrete at the jobsite throughout the project. 2 = 2.00	Ea.	2.0000	\$327.71	\$655.42	RSM25FAC E, O&P
23 01-54-33-40-6410-3	Rent per week for rent toilet portable chemical Portable toilet rental for the duraton of the project 3 = 3.00	Ea.	3.0000	\$91.49	\$274.47	RSM25FAC E, O&P
24 01-54-33-40-6600-2	Rent per day for rent trailer, platform, flush deck 2 axle, 40 ton for transporting metal canopy square tube columns and I-beams, metal trusses, and metal decking.	Ea.	3.0000	\$259.52	\$778.56	RSM25FAC E, O&P

Preliminary Estimate, by estimates

Estimator: Michael Rendon

Fuel Canopy

01 - General Requirements

Item	Description	UM	Quantity	Unit Cost	Total	Book
	1+1+1 = 3.00					
25 01-54-33-40-7200-2	Rent per day for rent truck pickup 3/4 ton 4 wheel drive Truck Rental for the auger machine (2 days) and truck rental to pick up some rental equipment and materials (1 day). 2+1 = 3.00	Ea.	3.0000	\$280.56	\$841.68	RSM25FAC E, O&P P
26 01-54-33-40-7300-2	Rent per day for rent truck tractor 4 x 2 drive, 220 H.P. Heavy Duty Semi Truck Rental for transporting metal canopy square tube columns and I-beams, metal trusses, and metal decking 1+1+1 = 3.00	Ea.	3.0000	\$274.63	\$823.89	RSM25FAC E, O&P P
27 01-54-33-40-7900-3	Rent per week for rent arc welder gas engine 200 amp Arc welder rental 1 = 1.00	Ea.	1.0000	\$394.54	\$394.54	RSM25FAC E, O&P P
28 01-54-36-50-1300	Mobilization or demobilization, delivery charge for equipment, hauled on 3-ton capacity towed trailer 1 Mobilization and 1 Demobilization trips for an auger machine rental. 2 = 2.00	Ea.	2.0000	\$435.00	\$870.00	RSM25FAC L, E, O&P P
29 01-54-36-50-1400	Mobilization or demobilization, delivery charge for equipment, hauled on 20-ton capacity towed trailer 1 Mobilization and 1 Demobilization trips for a Lull rental. 2 = 2.00	Ea.	2.0000	\$1,050.00	\$2,100.00	RSM25FAC L, E, O&P P
30 01-54-36-50-1400	Mobilization or demobilization, delivery charge for equipment, hauled on 20-ton capacity towed trailer 1 Mobilization and 1 Demobilization trips for an excavator rental. 2 = 2.00	Ea.	2.0000	\$1,050.00	\$2,100.00	RSM25FAC L, E, O&P P
31 01-54-36-50-1400	Mobilization or demobilization, delivery charge for equipment, hauled on 20-ton capacity towed trailer 1 Mobilization and 1 Demobilization trips for a Boom Lift rental. 2 = 2.00	Ea.	2.0000	\$1,050.00	\$2,100.00	RSM25FAC L, E, O&P P
32 01-56-16-10-4185	Dust & infectious control partition, 2" width, accessories, sealant tape single sided tape to be used for sticking temporary protection hardboard to the floor and existing structures and existing equipment. 10 = 10.00	C.L.F.	10.0000	\$19.10	\$191.00	RSM25FAC M, L, O&P P
33 01-56-23-10-0500	Barricades, plastic, 24" wide, foldable Temporary plastic protection to be used to help protect the concrete slab, to protect the existing building, and to protect the fuel pumps. 4+2+3 = 9.00	Ea.	9.0000	\$194.00	\$1,746.00	RSM25FAC M, O&P P
34 01-56-23-10-1300	Barricades, barricade tape, polyethylene, 7 mils thick, 3" wide x 300' long roll barricade tape around the lifting and installation of materials and for identifying existing equipment and structures. 15 = 15.00	Ea.	15.0000	\$11.10	\$166.50	RSM25FAC M, L, O&P P

Preliminary Estimate, by estimates

Estimator: Michael Rendon

Fuel Canopy

01 - General Requirements

Item	Description	UM	Quantity	Unit Cost	Total	Book	
35 01-56-26-50-0100	Temporary fencing, chain link, 6' high, 11 ga Temp fencing around the project. 140 = 140.00	L.F.	140.0000	\$9.05	\$1,267.00	RSM25FAC M, L, O&P	P
36 01-71-23-13-1200	Boundary & survey markers, crew for building layout, 3 person crew Requesting a required complete civil as-built set at the end of the project from a professional surveying company to provide the existing location and elevation coordinates of work performed. 1 = 1.00	Day	1.0000	\$2,525.00	\$2,525.00	RSM25FAC L, E, O&P	P
37 01-71-23-13-1200	Boundary & survey markers, crew for building layout, 3 person crew Providing layout of new footings and column locations as needed throughout the project 2 = 2.00	Day	2.0000	\$2,525.00	\$5,050.00	RSM25FAC L, E, O&P	P
38 01-74-13-20-0040	Cleaning up, clean up after job completion, allow, max 150000 = 150,000.00	Job	150,000.0000	1.0000%	\$1,500.00	RSM25FAC O&P	P
39 01-76-13-20-0020	Temporary protection, flooring, taped seams, 1/8" tempered hardboard protection of the floor and walls and of existing equipment. 1200 = 1,200.00	S.F.	1,200.0000	\$1.56	\$1,872.00	RSM25FAC M, L, O&P	P
40 01-93-13-16-1010	Electrical facilities maintenance, distribution systems and equipment, install or repair a breaker in power panels, up to 200 amps adding a breaker panel to an existing power panel for the added lighting	Ea.	1.0000	\$129.00	\$129.00	RSM25FAC L, O&P	P
01 - General Requirements Total						\$79,092.97	

02 - Existing Conditions

41 02-31-23-10-0100	Ground Penetrating Radar using ground penetrating radar where we plan on adding in ground concrete footings	Hr.	8.0000	\$235.00	\$1,880.00	RSM25FAC L, O&P	P
42 02-41-13-17-5300	Demolish, remove pavement & curb, remove concrete, rod reinforced, to 6" thick, S.Y. excludes hauling and disposal fees Concrete demoliton so six concrete footings can be added 30 = 30.00		30.0000	\$26.00	\$780.00	RSM25FAC L, E, O&P	P
43 02-41-13-17-6390	Demolish, remove pavement & curb, curbs, excludes hauling, minimum labor/equipment charge	Job	1.0000	\$395.00	\$395.00	RSM25FAC L, E, O&P	P
44 02-41-13-92-0800	Selective demolition, parking appurtenances, pipe bollards, 6"-12" diameter Demo 4 steel ballards 4+4 = 8.00	Ea.	8.0000	\$29.50	\$236.00	RSM25FAC L, E, O&P	P
45 02-41-19-19-0700	Selective demolition, rubbish handling, dumpster, 10 C.Y., 3 ton capacity, weekly rental, includes one dump per week, cost to be added to demolition cost Project dumpster for regular construction materials 2 = 2.00	Week	2.0000	\$530.00	\$1,060.00	RSM25FAC M, O&P	P

Preliminary Estimate, by estimates

Estimator: Michael Rendon

Fuel Canopy

02 - Existing Conditions

Item	Description	UM	Quantity	Unit Cost	Total	Book
46 02-41-19-19-0725	Selective demolition, rubbish handling, dumpster, 20 C.Y., 5 ton capacity, weekly rental, includes one dump per week, cost to be added to demolition cost concrete dumpster rental 1 = 1.00	Week	1.0000	\$625.00	\$625.00	RSM25FAC M, O&P P
47 02-41-19-19-0910	Selective demolition, rubbish handling, dumpster, alternate pricing method, delivery, average for all sizes, cost to be added to demolition cost Dumpster delivery 2+1 = 3.00	Ea.	3.0000	\$82.50	\$247.50	RSM25FAC M, O&P P
48 02-41-19-19-0920	Selective demolition, rubbish handling, dumpster, alternate pricing method, haul, average for all sizes, includes one dump per week, cost to be added to demolition cost Dumpster pickup 2+1 = 3.00	Ea.	3.0000	\$259.00	\$777.00	RSM25FAC M, O&P P
49 02-41-19-19-0950	Selective demolition, rubbish handling, dumpster, alternate pricing method, disposal fee per ton, average for all sizes, cost to be added to demolition cost disposal fee for construction trash and material waste and concrete material. 2+2+2 = 6.00	Ton	6.0000	\$97.00	\$582.00	RSM25FAC M, O&P P
02 - Existing Conditions Total					\$6,582.50	

03 - Concrete

50 03-30-53-40-5900	Structural concrete, in place, pile cap (3000 psi), square or rectangular, under 10C.Y., includes forms(4 uses), Grade 60 rebar, concrete (Portland cement Type I), placing and finishing 6" concrete slab on grade to match existing slab elevation 4 = 4.00	C.Y.	4.0000	\$535.00	\$2,140.00	RSM25FAC M, L, E, O&P P
51 03-30-53-40-5950	Structural concrete, in place, pile cap (3000 psi), square or rectangular, over 10 C.Y., includes forms(4 uses), Grade 60 rebar, concrete (Portland cement Type I), placing and finishing 6 large concrete footings 14 = 14.00	C.Y.	14.0000	\$460.00	\$6,440.00	RSM25FAC M, L, E, O&P P
52 03-81-13-50-0590	Selective demolition, concrete slab cutting/sawing, minimum labor/equipment charge saw cutting joints at the concrete pad	Job	1.0000	\$1,225.00	\$1,225.00	RSM25FAC L, E, O&P P
03 - Concrete Total					\$9,805.00	

05 - Metals

53 05-12-23-17-5300	Column, structural tubing, rectangular, light section, 7" to 10" W, incl shop primer, Lb. cap & base plate, bolts Structural square column tubes for canopy structure. Requires a total of 6 columns 10" x 10" Tube columns at 16' tall for 3 columns on one side of the building = 48 LF of tube steel 10" x 10" Tube columns at 22' tall for 3 columns on the other side of the building = 66 LF of tube steel		9,000.0000	\$2.36	\$21,240.00	RSM25FAC Grn, M, L, E, O&P P
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Preliminary Estimate, by estimates

Estimator: Michael Rendon

Fuel Canopy

05 - Metals

Item	Description	UM	Quantity	Unit Cost	Total	Book
	48 LF + 66 LF = 114 LF of Total tub steel For a total order of 6,000 lbs there is an add adjustment cost of 50% for Materials & Labor 6,000 lbs x 50% = 3,000 lbs 3,000 lbs + 6,000 lbs = 9,000 lbs Grand Total 6000+3000 = 9,000.00					
54 05-21-19-10-0440	Open web bar joist, K Series, 40-ton job lots, 30' to 50' spans, shop fabricated, incl shop primer, horizontal bridging 12 joists every 4' and each joist spanning 42' long = 504 LF of joist K type Bar Joist are used for light roof loads For a total order of 5 tons there is an add adjustment cost of 50% for Materials & Labor 5 tons x 50% = 2.5 Tons 5 tons + 2.5 tons = 7.5 Tons Grand Total 5+2.5 = 7.50	Ton	7.5000	\$3,650.00	\$27,375.00	RSM25FAC Grn, M, L, E, O&P P
55 05-21-23-50-7020	Joist girders, 40-ton job lots, shop fabricated, incl shop primer Joist Girders along the 48 ft building length along the two sides of the building means that 96 total LF of Joist Girders is needed. 96 total LF of Joist Girders is about 3 Tons For a total order of 3 tons there is an add adjustment cost of 50% for Materials & Labor 3 tons x 50% = 1.5 Tons 3 tons + 1.5 tons = 4.5 Tons Grand Total 3+1.5 = 4.50	Ton	4.5000	\$3,000.00	\$13,500.00	RSM25FAC Grn, M, L, E, O&P P
56 05-31-13-50-6000	Metal floor decking, steel, non-cellular, composite, galvanized, 3" D, 16 gauge (42*48)+((42*48)*0.05) = 2,116.80	S.F.	2,116.8000	\$9.30	\$19,686.24	RSM25FAC Grn, M, L, E, O&P P
57 05-31-33-50-7200	Metal decking, steel edge closure form, galvanized, with 2 bends, 12" wide, 16 gauge Perimeter length of the canopy structure is 42 LF + 42 LF + 48 LF + 48 LF = 180 Total LF 42+42+48+48 = 180.00	L.F.	180.0000	\$11.75	\$2,115.00	RSM25FAC Grn, M, L, E, O&P P
05 - Metals Total					\$83,916.24	

13 - Special Construction

58 13-34-19-50-6550	Pre-engineered steel building accessory items, gutter, eave type, painted, 26 gauge 48 LF of gutters along one side of the canopy structure 48 = 48.00	L.F.	48.0000	\$18.40	\$883.20	RSM25FAC M, L, O&P P
13 - Special Construction Total					\$883.20	

26 - Electrical

59 26-05-05-35-3010	Circuit breaker, bolt-on or plug in, 15 A - 50 A, electrical demolition, remove adding a circuit breaker for the new exterior lighting	Ea.	1.0000	\$45.00	\$45.00	RSM25FAC L, O&P P
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Preliminary Estimate, by estimates

Estimator: Michael Rendon

Fuel Canopy

26 - Electrical

Item	Description	UM	Quantity	Unit Cost	Total	Book	
60 26-05-19-20-9240	Metal clad cable, copper, aluminum clad, 600 volt, 3 wire, #12 electrical cable wiring	C.L.F.	4.0000	\$405.00	\$1,620.00	RSM25FAC M, L, O&P	P
61 26-05-19-75-1100	Modular flexible wiring system, converter, interface between hardwiring and modular wiring, industrial system open ceiling Converter interface from hard wiring to modular wiring at the 4 exterior light fixtures 4 = 4.00	Ea.	4.0000	\$56.00	\$224.00	RSM25FAC M, L, O&P	P
62 26-05-33-13-5220	Electric metallic tubing (EMT), field bends, 45 Deg. to 90 Deg., 3/4" diameter	Ea.	15.0000	\$11.30	\$169.50	RSM25FAC L, O&P	P
63 26-05-33-13-6520	EMT boxes connectors, set screw, steel, 3/4" diameter, to 15' H	Ea.	15.0000	\$9.00	\$135.00	RSM25FAC M, L, O&P	P
64 26-05-33-13-7100	EMT to conduit adapters, (compression), 2" diameter, to 15' H	Ea.	1.0000	\$77.00	\$77.00	RSM25FAC M, L, O&P	P
65 26-05-33-13-8320	EMT 1 hole clips, 3/4" diameter, to 15' H	Ea.	60.0000	\$2.42	\$145.20	RSM25FAC M, L, O&P	P
66 26-05-33-13-8710	EMT couplings, compression, steel, 3/4" diameter, to 15' H	Ea.	30.0000	\$17.70	\$531.00	RSM25FAC M, L, O&P	P
67 26-05-33-14-0220	Electric metallic tubing, 3/4" diameter, to 10' high, includes 11 couplings per 100'	L.F.	180.0000	\$5.25	\$945.00	RSM25FAC M, L, O&P	P
68 26-05-33-16-0170	Outlet boxes, pressed steel, for Romex or BX, with bracket, 4" square Exterior outlet boxes at the canopy	Ea.	10.0000	\$56.00	\$560.00	RSM25FAC M, L, O&P	P
69 26-05-33-16-0260	Outlet boxes, pressed steel, covers, raised device, 4" square Junction Box cover plates	Ea.	10.0000	\$17.25	\$172.50	RSM25FAC M, L, O&P	P
70 26-05-33-16-9000	Outlet boxes, minimum labor/equipment charge	Job	1.0000	\$226.00	\$226.00	RSM25FAC L, O&P	P
71 26-09-23-10-0660	Lighting devices, daylight level sensor, wall mounted, on/off or dimming, up to 50 ballasts adding a photocell switch that will turn on exterior lighting at night	Ea.	1.0000	\$265.00	\$265.00	RSM25FAC Grn, M, L, O&P	P
72 26-56-23-10-1280	LED fixture, exterior, wall pack, poly lens, 110 watt, incl lamps 4 exterior LED ceiling mounted fuel canopy lights 4 = 4.00	Ea.	4.0000	\$1,075.00	\$4,300.00	RSM25FAC M, L, O&P	P
26 - Electrical Total							\$9,415.20

32 - Exterior Improvements

73 32-16-13-13-0430	Cast-in place concrete curbs & gutters, straight, wood forms, 0.055 C.Y. per LF, 6" high curb, 6" thick gutter, 24" wide, includes concrete concrete curb located next to the large tanks	L.F.	18.0000	\$43.00	\$774.00	RSM25FAC M, L, O&P	P
74 32-17-13-13-1400	Metal parking bumpers, pipe bollards, concrete filled/painted, 8' L x 4' D hole, 8" diam.	Ea.	4.0000	\$805.00	\$3,220.00	RSM25FAC M, L, E, O&P	P

Preliminary Estimate, by estimates

Estimator: Michael Rendon

Fuel Canopy

32 - Exterior Improvements

Item	Description	UM	Quantity	Unit Cost	Total	Book
	Steel Pipe Bollards around fuel pumps 4 = 4.00					
32 - Exterior Improvements Total						\$3,994.00

33 - Utilities

75	33-71-19-17-9990	Electrical underground ducts and manholes, minimum labor/equipment charge underground duct work for electrical conduit for the exterior lights	Job	1.0000	\$258.00	\$258.00	RSM25FAC L, O&P	P
33 - Utilities Total						\$258.00		

Estimate Grand Total	164,215.17
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November 1, 2024

To: All Departments

Subject: Approved use of Equalis Group contract R10-1166D

The Purchasing Division has reviewed Equalis Group contract R10-1166D with S-Works Construction Corporation for Job Order Contracting and has confirmed that the terms are acceptable for Departmental use through its expiration of June 30, 2027 with possible extensions through June 30, 2029. Construction agreements and purchase orders issued prior to this date will remain in effect for the agreed period.

Equalis Group is a Public Sector purchasing cooperative which delivers compliant, publicly procured cooperative agreements. Equalis Group partners with two primary Lead Agencies, Region 10 Education Service Center (Region 10) in Texas and The Cooperative Council of Governments (CCOG) in Ohio to conduct competitive procurements which are then made available to all public agencies.

Region 10 Education Service Center (Region 10), issued RFP #R10-1166 for Job Order Contracting (JOC) (2024 Rebid) on March 28, 2024 and subsequently entered into Contract #R10-1166D with S-Works Construction Corporation (S-Works).

Additional information regarding the procurement process and contract award can be found on the [S-Works page](#) at the Equalis Group website, including the S-Works products and services available through the Master Agreement, RFP and scoring documents, the Master Agreement between Region 10 and S-Works, and pricing/discount model.

Job order contracting (JOC) is a project delivery method that allows organizations to efficiently manage numerous, smaller construction projects through a single, long-term contract. Instead of bidding each project individually, JOC establishes pre-determined unit prices for common construction tasks. This streamlines the process, reduces administrative costs, and enables faster project completion. JOC is commonly used for maintenance, repairs, renovations, and minor construction projects.

The contractor will utilize the [RSMeans](#) job books as a comprehensive tool for estimating project costs. By breaking down construction projects into specific tasks and providing detailed cost information for labor, materials, and equipment. The Contractor will provide a project estimate derived from the job book to determine unit costs for various construction activities, adjust for local market conditions, and calculate overall project expenses. This ensures that bids are competitive and profitable while providing clients with transparent cost breakdowns.

Departments wishing to utilize this contract must first reach out to the Purchasing Division with the project scope and good faith estimate for construction. The Purchasing Division will then issue a job order number and provide a draft "Construction Rider" document.

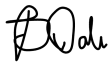
The Department will then contact the Contractor using the contract information provided below:

Chris Perry
Vice President
Director of Southeast
(843) 813-6558
Orlando, Florida
cperry@sworksconstruction.com
<http://www.sworksconstruction.com>

The Contractor will schedule a site visit with the Department Project Manager to put together the project requirements. If the Contractor's capabilities and estimated costs are acceptable to the Department, the Department will then complete the Construction Rider which will set the terms and conditions of the project such as the cost and schedule.

The Contractor must accept the Terms and Conditions issued along with the Construction Rider. If the project is greater than \$200,000 a performance and payment bond is also required by law. If the project cost is greater than the City Manager's purchasing authority, the department must 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. Master Contract R10-1166D
https://equalisgroup.org/wp-content/uploads/2024/07/Agreement-S-Works-Region-10-JOC-Master_Redacted.pdf
2. Award Letter
<https://equalisgroup.org/wp-content/uploads/2024/07/RFP-Region-10-JOC-Award-Letter-S-Works.pdf>
3. Agency Scoring Results
<https://equalisgroup.org/wp-content/uploads/2024/07/RFP-Region-10-JOC-Bid-Tabulation-2.pdf>
4. Contractor Submittal
https://equalisgroup.org/wp-content/uploads/2024/07/RFP-Region-10-JOC-RFP-Response-S-Works_Redacted.pdf

001 - GENERAL FUND DEPARTMENTS / DIVISIONS
FY-2025

City of Cocoa Departments	# VEHICLES
DEPARTMENT: 1203 - Information Technology	1
DEPARTMENT: 1600 - General Fund	3
DEPARTMENT: 2100 - Cocoa Police	104
DEPARTMENT: 2200 - Fire Administration	3
DEPARTMENT: 2201 - Fire Operations	11
DEPARTMENT: 3200 - Community Development GF)	1
DEPARTMENT: 3232 - CODE (GF)	4
DEPARTMENT: 3500 - Public Works Administration	1
DEPARTMENT: 3510 - Public Works - Streets	11
DEPARTMENT: 3520 - Public Works - Grounds	12
DEPARTMENT: 3540 - Fleet Services	2
DEPARTMENT: 3560 - Facilities Management	12
DEPARTMENT: 3580 - Capital Projects	0
TOTALS;	165

007 - BUILDING / CODE FUND DEPARTMENTS / DIVISIONS
FY-2025

City of Cocoa Departments	# VEHICLES
DEPARTMENT: 107-3232 - Code Enforcement	2
DEPARTMENT: 107-3200 - Community Development Building	4
TOTALS;	6

421- 423 ENTERPRISE FUND DEPARTMENTS / DIVISIONS
FY-2025

City of Cocoa Departments	# VEHICLES
DEPARTMENT: 1515 - Field Services-Meter Reading	33
DEPARTMENT: 4010 - Water Administration / Lab	6
DEPARTMENT: 4020 - Dyal Water Treatment Plant	Removed
DEPARTMENT: 4025 - WFO Water Field Operations	63
DEPARTMENT: 4055 - Utilities Engineering	7
DEPARTMENT: 4120 - Water Reclamation - Operations	11
DEPARTMENT: 4125 - SFO Sewer Field Operations	18
TOTALS;	138
TOTALS;	13

Fleet Canopy	\$	164,215.17	
Contingency 10%	\$	16,421.00	16421.517
Budget	\$	180,637	

	Vehicles	%		Share
General Fund	165	51.24%	\$	92,563
Building Fund	6	1.86%	\$	3,366
Water Sewer Fund	138	42.86%	\$	77,416
Stormwater Fund	13	4.04%	\$	7,293
	322	100%	\$	180,637

RESOLUTION NO.2025-093

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 Regular 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 2025-2026 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 9th day of December 2025.

Michael C. Blake, Mayor

ATTEST:

Monica Arsenault, City Clerk



City of Cocoa Budget Adjustment Form FY2026- 026-IFT

Select Adjustment Type: **Interfund Transfer** Requesting Department #: 3500 Date Prepared: 11/25/26

Revenue Accounts'

Adjusting Amount	Account Number	Account Name	Current Budget	Adjusted Budget	Project Number
\$ 92,563	001-0000-389.99-50	Fund Balance		\$ 92,563	
\$ 7,293	423-0000-389.99-50	Fund Balance		\$ 7,293	
\$ 3,366	107-0000-389.99-50	Fund Balance		\$ 3,366	
\$ 77,416	001-0000-381.91-21	Interfund Transfer From Water/Sewer		\$ 77,416	
\$ 7,293	001-0000-381.91-23	Interfund Transfer From Stormwater		\$ 7,293	
\$ 3,366	001-0000-381.91-07	Interfund Transfer From Building		\$ 3,366	
				\$ 0	
				\$ 0	
				\$ 0	
\$ 191,297 Total					

Expense Accounts'

Adjusting Amount	Account Number	Account Name	Current Budget	Adjusted Budget	Project Number
\$ 77,416	421-4010-536.91-01	WS Interfund Transfer to GF		\$ 77,416	
\$ 7,293	423-3570-581.91-01	ST Interfund Transfer to GF		\$ 7,293	
\$ 3,366	107-3200-581.91-01	BD Interfund Transfer to GF		\$ 3,366	
\$ 92,563	001-3540-519.63-07	Infrastructure Improvement Other Than Building		\$ 92,563	PW00FL
\$ 77,416	001-3540-519.63-07	Infrastructure Improvement Other Than Building		\$ 77,416	PW00FL
\$ 7,293	001-3540-519.63-07	Infrastructure Improvement Other Than Building		\$ 7,293	PW00FL
\$ 3,366	001-3540-519.63-07	Infrastructure Improvement Other Than Building		\$ 3,366	PW00FL
(\$ 77,416)	421-4010-536.39-00	Contingency		(\$ 77,416)	
				\$ 0	
\$ 191,297 Total					

Reason/Justification for Adjustment:

Fuel Canopy Replacement. Four Funds will share the cost of the replacement. General Fund 51.24% (165 Vehicles), Building Fund 1.86%(6 Vehicles) Water/Sewer 42.86% (138 Vehicles without Dyal Plant) and Stormwater Fund 4.04% (13 Vehicles) with 10% contingency. This is an interfund transfer to the Fleet Division. Agenda 25-1155

City Council Approval Needed? Yes: ☒ No: ☐

Date Approved: Resolution #: 2025-093

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

Abigail Morgan Digitally signed by Abigail Morgan Date: 2025.11.26 13:54:26 -05'00' Requestor's Signature	Zoie Badalov Digitally signed by Zoie Badalov Date: 2025.12.01 09:59:19 -05'00' Finance Approval Signature	
Abigail Morgan Digitally signed by Abigail Morgan Date: 2025.11.26 13:54:46 -05'00' Department Director's Signature	Lora Howell Digitally signed by Lora Howell Date: 2025.12.01 08:59:26 -05'00' Deputy Finance Director's Signature	Finance Director's Signature
		City Manager's Signature

FINANCE USE ONLY:

Date Entered: Entered By: Group #:

RESOLUTION NO. 2025-094

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA; AUTHORIZING THE CITY MANAGER TO APPROVE AND EXECUTE CHANGE ORDERS TO THE PRIMARY CONSTRUCTION CONTRACT AND ANY ADDITIONAL SERVICE CONTRACTS RELATED TO THE COMPLETION OF THE PROJECT REGARDING THE (FLEET FUEL ISLAND CANOPY REPLACEMENT) IN AN AMOUNT NOT TO EXCEED THE TOTAL AMOUNT BUDGETED (\$180,638) FOR THE PROJECT BY THE CITY COUNCIL INCLUSIVE OF A (10%) CONTINGENCY (\$16,421) SET ASIDE FOR THE PROJECT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, section 2-4 of the City Code provides that with respect to construction contracts approved by the City Council, the City Council may authorize by resolution the City Manager to approve change orders to the primary construction contract and any additional service contracts related to the completion of the construction project authorized by the City Council in excess of the spending authority limits under this section provided the amount is within the unexpended construction budget approved by the City Council for the project including any contingency funds approved by the City Council for said contract; and

WHEREAS, on (December 9, 2025), the City Council authorized the City Manager to proceed with the (Fleet Fuel Island Canopy Replacement), subject to certain terms and conditions and budget adjustments approved by the City Council; and

WHEREAS, in conjunction with this authorization, the City Council desires to streamline the approval of change orders and any additional service contracts to the extent necessary in order to expedite the construction of the project; and

WHEREAS, the City Council deems it to be in the best interest of the City of Cocoa to authorize the City Manager to approve the aforementioned change orders and any additional service contracts consistent with the terms of this Resolution and Section 2-4 of the City Code even if said amounts exceed the City Manager's general spending authority approved by the City Council.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COCOA, as follows:

SECTION 1.

(A) Pursuant to Section 2-4 of the City Code, the City Manager is hereby authorized to approve any change orders to the primary construction contract and any additional service contracts related to the construction project regarding the Fleet Fuel Island Canopy Replacement), provided the total amount of approved change orders and any additional service contracts do not cause the construction budget to exceed the total (\$180,638) budgeted by the City Council for the project inclusive of the (10%) contingency amount set aside for the project. This grant of spending authority shall be interpreted and construed in accordance with the provisions of Section 2-4 of the City Code.

(B) Pursuant to Section 2-4 of the City Code, the City Manager shall also provide notice of any such approved change orders and any additional service contracts to the City Council in the form of an agenda item at the next scheduled City Council meeting or as soon as practicable thereafter.

SECTION 2. All prior resolutions or prior resolutions inconsistent with this resolution are hereby repealed to the extent of the conflict.

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on December 9, 2025.

Michael C. Blake, Mayor

ATTEST:

Monica Arsenault, CMC, City Clerk

CITY COUNCIL AGENDA ITEM

Memo Date: November 25, 2025
Agenda Date: December 9, 2025
File ID: 2025-1156
Prepared By: Tony Jones, Fleet Manager
Through: Abigail Morgan, Public Works Director
Requested Action: Approve the use of the Brevard County Public Entity Purchasing Cooperative (BCPEPC) Contract B-22-394-B-WH through March 9, 2026, for the purchase of petroleum products for City of Cocoa vehicles and equipment. Authorize the City Manager to execute a Change Order to Blanket Purchase Order #84101 with Palmdale Oil Company in the amount of \$425,000 to cover fuel inventory purchases.

BACKGROUND:

On September 9, 2022, the Brevard County School Board, acting as the lead agency for the Brevard County Public Entity Purchasing Cooperative (BCPEPC), awarded Contract B-22-394-B-WH for petroleum product purchases to Glover Oil Company, Inc. as the primary vendor and Palmdale Oil Company, Inc. as the alternate supplier. The contract was originally set to expire on September 9, 2025, with one optional two-year renewal.

Prior to the renewal, Glover Oil Company declined to accept the renewal terms, and as a result, is no longer an approved vendor under the contract. In response, Palmdale Oil Company agreed to assume the role of primary fuel supplier under the contract through March 9, 2026, while the Brevard County School Board rebids the contract.

Due to Glover Oil's withdrawal, the City of Cocoa had to quickly pivot to Palmdale Oil to ensure uninterrupted fuel supply for City vehicles and equipment. The City is a member of the BCPEPC and is authorized to utilize this cooperative contract for fuel purchases. The contract allows for purchases based on a firm markup over the daily OPIS (Oil Price Information Service) rate, and all invoices must reflect this pricing structure.

To ensure adequate fuel inventory through the remainder of the contract term, staff is requesting approval to increase the City's Blanket Purchase Order #84101 with Palmdale Oil Company by \$425,000 to a total of \$500,000. This amount will cover the purchase of ULS Diesel, Dyed ULS Diesel, 87 Unleaded Gasoline, and Non-Ethanol 90 Unleaded Gasoline through March 9, 2026. Purchase of fuel is charged to an inventory account (that is not budgeted) and the cost of fuel usage is charged out monthly based on consumption per vehicle per department.

PRIORITY AREA CONNECTION:

Organizational Effectiveness

BUDGETARY IMPACT:

Budgeted? Yes

Source/Use of Funds

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

001-1203-516.5230 = \$58

001-1600-513.5230 = \$5,191

001-2100-521.5230 = \$187,250

001-2200-522.5230 = \$5,689

001-2201-522.5230 = \$56,430

001-3200-515.5230 = \$513

001-3232-524.5230 = \$5,927

001-3500-519.5230 = \$1,538

001-3510-541.5230 = \$17,754

001-3520-572.5230 = \$22,151

001-3540-519.5230 = \$4,279

001-3560-519.5230 = \$15,231

001-3580-519.5230 = \$100

107-3200-524.5230 = \$6,153

421-1506-536.5230 = \$400

421-1515-536.5230 = \$38,446

421-4010-536.5230 = \$9,840

421-4020-536.5230 = \$241,312

421-4025-536.5230 = \$149,517

421-4055-536.5230 = \$6,765

421-4120-536.5230 = \$30,969

421-4125-536.5230 = \$46,726

423-3570-538.5230 = \$25,816

Total \$878,055

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

Change Order Amount: \$425,000

Original Purchase Order Amount: \$75,000

New total amount of Purchase Order \$500,000

For this Agenda Item note Prior Change Order Information:

Total number of change orders to date: 0

Total amount in change orders to date: \$0

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Approve the use of the Brevard County Public Entity Purchasing Cooperative (BCPEPC) Contract B-22-394-B-WH through March 9, 2026, for the purchase of petroleum products for City of Cocoa vehicles and equipment. Authorize the City

Manager to execute a Change Order to Blanket Purchase Order #84101 with Palmdale Oil Company in the amount of \$425,000 to cover fuel inventory purchases.



October 1, 2025

To: All Departments

Subject: Approved use of Brevard County Public Entity Purchasing Cooperative (BCPEPC) contract B-22-394-B-WH

The **Purchasing Division** has reviewed the Brevard County Public Entity Purchasing Cooperative (BCPEPC) **Contract B-22-394-B-WH** awarded for **Fuel**. We confirm that the terms are acceptable for departmental use.

Contract Status

The contract was originally awarded to Glover Oil Company, Inc. and Palmdale Oil Company Inc. and was scheduled to expire on September 8, 2025.

- **Palmdale Oil Company Inc.** has been extended through **March 9, 2026**.
- **Glover Oil Company Inc.** did not renew and is **no longer an approved vendor** under this contract.

Brevard County Public Schools acted as the lead agency on the solicitation and authorized the award.

Contract Usage and Pricing

This contract provides for fuel purchases based on a **firm markup** on the daily **Oil Price Information Service (OPIS)** rate for various fuel types. Markup rates can be found on the bid tabulation sheet attached below.

***To obtain contract pricing, departments must request a quotation directly from Palmdale Oil Company Inc.**

Purchasing Requirements

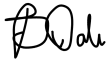
Departments are responsible for the following procedures when utilizing this contract:

1. **Invoicing:** Vendor invoices **MUST** reference, for each item, the **OPIS rate, the firm markup amount, and the final price offered**.
2. **Purchase Order (PO):** Issue a PO to the vendor that references **Contract B-22-394-B-WH** and details the specific pricing in the extended line description.
3. **Terms & Conditions:** By issuing a Purchase Order, the **City of Cocoa's Terms and Conditions shall be recognized and enforced**, effectively superseding any conflicting vendor terms.
4. **Documentation:** Departments are required to obtain any additional documentation such as a **Certificate of Insurance (COI), Human Trafficking and e-Verify affidavit** when applicable.
5. **Council Approval:** If the purchase **exceeds the City Manager's delegated purchasing authority** OR if the purchase results in a service agreement active in **more than one fiscal year**, the department **MUST** obtain approval from City Council.

About the Cooperative

BCPEPC is a public purchasing cooperative formed by the Brevard County Board of County Commissioners on August 9, 2011. Its purpose is to solicit annual bids that allow all member agencies to obtain benefits and efficiencies through cooperative purchasing. Membership is open to all public entities within Brevard County.

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



Brian Dale
Purchasing Manger
City of Cocoa

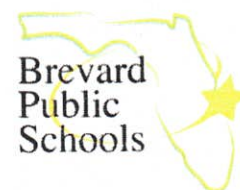
Attachments:

1. B-22-394-B-WH Notice of Award and Bid Tabulation dated September 8, 2022
2. Solicitation Extension Request dated August 27, 2025

2026 FROM ACCOUNT: 01-1100-000.52-30 THRU ACCOUNT: 999-9999-999.52-30

ACCOUNT	DESCRIPTION	BUDGET	ACTUAL	BALANCE
001-1100-512.52-30 FUEL OIL & LUBRICANTS				
001-1101-512.52-30 FUEL OIL & LUBRICANTS				
001-1104-515.52-30 FUEL OIL & LUBRICANTS				
001-1203-516.52-30 FUEL OIL & LUBRICANTS		58.00		58.00
001-1300-513.52-30 FUEL OIL & LUBRICANTS				
001-1500-513.52-30 FUEL OIL & LUBRICANTS				
001-1510-513.52-30 FUEL OIL & LUBRICANTS				
001-1510-536.52-30 FUEL OIL & LUBRICANTS				
001-1600-513.52-30 FUEL OIL & LUBRICANTS		5,191.06		5,191.00
001-1801-513.52-30 FUEL OIL & LUBRICANTS				
001-1805-513.52-30 FUEL OIL & LUBRICANTS				
001-1905-513.52-30 FUEL OIL & LUBRICANTS				
001-1905-559.52-30 FUEL OIL & LUBRICANTS				
001-1906-513.52-30 FUEL OIL & LUBRICANTS				
001-1990-574.52-30 FUEL OIL & LUBRICANTS				
001-2100-521.52-30 FUEL OIL, & LUBRICANTS		187,250.00		187,250.00
001-2101-521.52-30 FUEL OIL, & LUBRICANTS				
001-2132-524.52-30 FUEL OIL & LUBRICANTS				
001-2200-522.52-30 FUEL OIL, & LUBRICANTS		5,689.00		5,689.00
001-2201-522.52-30 FUEL OIL, & LUBRICANTS		56,430.00		56,430.00
001-3200-515.52-30 FUEL OIL & LUBRICANTS		513.00		513.00
001-3232-524.52-30 FUEL OIL & LUBRICANTS		5,927.00		5,927.00
001-3500-519.52-30 FUEL OIL, & LUBRICANTS		1,538.00		1,538.00
001-3510-541.52-30 FUEL OIL, & LUBRICANTS		17,754.00		17,754.00
001-3520-572.52-30 FUEL OIL, & LUBRICANTS		22,151.00		22,151.00
001-3540-519.52-30 FUEL OIL, & LUBRICANTS		4,279.00		4,279.00
001-3550-534.52-30 FUEL OIL, & LUBRICANTS				
001-3560-519.52-30 FUEL OIL, & LUBRICANTS		15,231.00		15,231.00
001-3580-519.52-30 FUEL OIL, & LUBRICANTS		100.00		100.00
103-3240-554.52-30 FUEL OIL & LUBRICANTS				
104-3240-554.52-30 FUEL OIL & LUBRICANTS				
105-3240-554.52-30 FUEL OIL & LUBRICANTS		6,153.00		6,153.00
107-3200-524.52-30 FUEL OIL & LUBRICANTS				
107-3232-524.52-30 FUEL OIL & LUBRICANTS				
110-3230-559.52-30 FUEL OIL & LUBRICANTS				
111-3230-559.52-30 FUEL OIL & LUBRICANTS				
421-1506-536.52-30 FUEL OIL & LUBRICANTS				
421-1515-536.52-30 FUEL OIL & LUBRICANTS		400.00		400.00
421-4010-536.52-30 FUEL OIL & LUBRICANTS		38,446.00		38,446.00
421-4020-536.52-30 FUEL OIL & LUBRICANTS		9,840.00		9,840.00
421-4025-536.52-30 FUEL OIL & LUBRICANTS		241,312.00	41.98	241,270.02
421-4055-536.52-30 FUEL OIL & LUBRICANTS		149,517.00		149,517.00
421-4120-536.52-30 FUEL OIL & LUBRICANTS		6,765.00		6,765.00
421-4125-536.52-30 FUEL OIL & LUBRICANTS		30,969.00		30,969.00
423-3570-538.52-30 FUEL OIL & LUBRICANTS		46,726.00		46,726.00
		25,816.00		25,816.00
TOTALS:		878,055.00	41.98	878,013.02

School Board of Brevard County
Office of Procurement & Distribution Services
2700 Judge Fran Jamieson Way
Viera, FL 32940-6601
Mark J. Rendell, Ed.D., Superintendent.



August 27, 2025

ATTN: Brody Doremus
Palmdale Oil Company Inc.
911 N. 2nd Street
Ft. Pierce, FL 34950

RE: SOLICITATION EXTENSION REQUEST
#22-934-B-WH Diesel, Gasoline and Fuel Oil

Dear Mr. Doremus,

Our current contract with your firm is set to expire on September 9, 2025. We would like to extend this contract for an additional six (6) month period under the same terms and conditions, serving as the primary vendor to provide all items described in the bid contract, if agreeable to both parties.

The six (6) month extended period would begin on September 10, 2025, and will expire on March 9, 2026, or when a new solicitation is Board-approved, whichever occurs first. If you agree to extend the contract, please sign electronically below and return to the email address listed below.

Please contact Triana Casteel, Procurement Agent II at 321-633-1000, ext. 11627 or by email at Casteel.Triana@Brevardschools.org if you should have any questions. Thank you for your past services, and we look forward to working with you in the future.

Sincerely,

Digitally signed by
Hynes, Sean@Procurement and
Distribution Services
Date: 2025.09.03 09:42:58 -04'00'

Sean Hynes, CPPO, NIGP-CPP, CPPB
Director of Procurement and Distribution Services

Palmdale Oil Company Inc. agrees to a six (6) month extension of 22-934-B-WH Diesel, Gasoline, and Fuel Oil. The terms and conditions of the contract remain in full force and effect except for the term, which is extended by this letter.

Signature

Printed Name and Title

Date

Procurement & Distribution Services

Procurement: (321) 633-1000 Ext. 11645

Distribution Services: (321) 633-3680 Ext. 14100 • FAX: (321) 633-3698

Brody Doremus Director of Govt Contracts

9-4-2025

SCHOOL BOARD OF BREVARD COUNTY, FLORIDA

BOARD AGENDA ITEM – September 8, 2022

PROCUREMENT SOLICITATION

ITB 22-934-B-WH – Diesel, Gasoline & Fuel Oil

☒ (ITB) Invitation To Bid	☐ (ITN) Invitation To Negotiate	☐ (PB) Piggyback
☐ (RFP) Request For Proposal	☐ (RFQ) Request For Qualifications	☐ (SC) State Contract
☐ (SS) Sole Source		

REQUESTOR: Transportation

Legal Review Required: ☐ Yes ☒ No

Standard Template Used with No Changes: ☒ Yes ☐ No

Standard Template Type: Invitation to Bid

VENDOR NAME	AMOUNT AWARDED	REQUIRED PRODUCTS/SERVICES
Glover Oil Company, Inc.	Variable - Based Upon Usage and OPIS Index Pricing	Items 1B, 1C, 2B, 2C, 3B, 3C, 4B, 4C, 5B, 5C, 6B, 6C, 7A, 7B, 7C, 8A, 8B, 8C
Palmdale Oil Company, Inc.	Variable – Based Upon Usage and OPIS Index Pricing	Items 1A, 2A, 3A, 4A, 5A, 6A
Total	Variable	

☐ Contract Renewal	New Contract Amount	Variable
☐ Recurring Contract	Previous Annual Contract Amount	\$1,700,000.00
☒ New Contract	Variance	N/A

PRICE INCREASE / DECREASE EXPLANATION: N/A

DISCUSSION:

This solicitation represents a cooperative procurement for the Brevard County Public Entity Purchasing Cooperative, in which the School Board of Brevard County is the lead agency. Local governmental entities within the Brevard County area, currently consisting of approximately 8 members, have entered an Interlocal Agreement to create a cooperative purchasing group within our geographical area. The Cooperative was formed in an effort to develop collaborative relationships among its participants for the purpose of seeking responses to solicitations which may result in lower costs to group participants on commonly used commodities, better quality of products, and lower administrative costs. Only members of the Cooperative are permitted to utilize this solicitation. The purpose of this invitation to bid is to provide firm markups/discounts per gallon for various fuels based on the Oil Price Information Services (OPIS) average daily price index for the Transportation Department and other agencies that are members for the Cooperative.

The standard Invitation to Bid template has been used, which does not require legal review.

CONTRACT TERM:

The initial contract term shall commence September 9, 2022 and continue until September 8, 2025 with an optional one (1) two (2) year renewal period.

RECOMMENDATION:

It is the recommendation of Mr. Rachad T. Wilson, Chief Operating Officer, and Dr. Michael Miller, Director of Transportation Services to award the above solicitation to Glover Oil Company, Inc. and Palmdale Oil Company, Inc. in the amount of Variable.

AUTHORITY FOR ACTION:

Florida Administrative Code 6A-1.012 (9)

School Board of Brevard County
Office of Procurement & Distribution Services
2700 Judge Fran Jamieson Way
Viera, FL 32940-6601
Mark W. Mullins, Ed.D., Superintendent



August 24, 2022

NOTICE OF INTENDED DECISION
Solicitation # 22-934-B-WH
Diesel, Gasoline, and Fuel Oil
Brevard County Public Entity Cooperative

The Office of Procurement Services hereby notifies all firms of an intended decision regarding the award of the above-mentioned solicitation as outlined on the attached Bid Tabulation.

Failure to file a protest within the time prescribed in section [120.57](#)(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes.

Please contact Wil Henzmann, Senior Procurement Agent at 321-633-1000 ext. 11623 or by email at henzmann.william@brevardschools.org if you should have any questions. Thank you for your continued interest in The School Board of Brevard County, Florida.

Sincerely,

 Digitally signed by
Rodriguez Kristine@Procurement
and Distribution Services
Date: 2022.08.24 12:16:17 -04'00'

Kristine Rodriguez, MBA, NIGP-CPP, CPPO, CPPB
Director of Procurement and Distribution Services

Office of Procurement & Distribution Services
Phone: (321) 633-1000 Ext. 11645 · FAX: (321) 877-0904
Distribution: (321) 633-3680 Ext. 14100 ▪ FAX: (321) 633-3698

TABSHEET ITB #2-934-B-WH Diesel, Gasoline and Fuel Oil August 15, 2022 at 2:00 PM Opened By: Dawn D. Richer, Procurement Manager This is the tabsheet showing award recommendation pending Board Approval September 8, 2022 Date Solicited: July 20, 2022 Date Opened: August 15, 2022 # Solicitated: 214		Glover Oil Company, Inc. 3109 S. Main Street Melbourne, FL 32901 321.723.3953 Ken Marshall ken@gloveroil.com					Palmdale Oil Company, Inc. 911 N. 2nd Street Ft. Pierce, FL 34950 772.595.0843 Lachlan Cheatham lach@palmdaleoil.com				
Item #	Description of Items	Estimated Qty to be used in determining bid award	Firm Markup or Discount Per Gallon (+/-) to be Applied to OPIS Average	DAILY OPIS 7/1/22	Net Price (OPIS + markup)	Extended Price (Qty X Net Price)	Estimated Qty to be used in determining bid award	Firm Markup or Discount Per Gallon (+/-) to be Applied to OPIS Average	DAILY OPIS 7/1/22	Net Price (OPIS + markup)	Extended Price (Qty X Net Price)
1A	Gasoline, Premium Unleaded 93 Transport Tanker Delivery	3,500	\$0.0055	\$4.1422	\$4.1477	\$14,516.9500	3,500	-\$0.0478	\$4.1422	\$4.0944	\$14,330.4000
1B	Gasoline, Premium Unleaded 93 Tank Wagon Delivery - 500 Gallon Minimum	3,500	\$0.0895	\$4.1422	\$4.2317	\$14,810.9500	3,500	\$0.1729	\$4.1422	\$4.3151	\$15,102.8500
1C	Gasoline, Premium Unleaded 93 Tank Wagon Delivery – No Minimum	3,500	\$0.0995	\$4.1422	\$4.2417	\$14,845.9500	3,500	\$0.1729	\$4.1422	\$4.3151	\$15,102.8500
2A	Gasoline, Mid-Grade Unleaded 89 Transport Tanker Delivery	1,000	\$0.0055	\$3.7045	\$3.7100	\$3,710.0000	1,000	-\$0.0027	\$3.7045	\$3.7018	\$3,701.8000
2B	Gasoline, Mid-Grade Unleaded 89 Tank Wagon Delivery - 500 Gallon Minimum	1,000	\$0.0199	\$3.7045	\$3.7244	\$3,724.4000	1,000	\$0.1729	\$3.7045	\$3.8774	\$3,877.4000
2C	Gasoline, Premium Unleaded 89 Tank Wagon Delivery – No Minimum	1,000	\$0.0399	\$3.7045	\$3.7444	\$3,744.4000	1,000	\$0.1729	\$3.7045	\$3.8774	\$3,877.4000
3A	Gasoline, Regular Unleaded 87 Transport Tanker Delivery	1,719,800	\$0.0295	\$3.4646	\$3.4941	\$6,009,153.1800	1,719,800	\$0.0085	\$3.4646	\$3.4731	\$5,973,037.3800
3B	Gasoline, Regular Unleaded 87 Tank Wagon Delivery - 500 Gallon Minimum	1,719,800	\$0.1295	\$3.4646	\$3.5941	\$6,181,133.1800	1,719,800	\$0.1729	\$3.4646	\$3.6375	\$6,255,772.5000
3C	Gasoline, Regular Unleaded 87 Tank Wagon Delivery – No Minimum	1,719,800	\$0.1495	\$3.4646	\$3.6141	\$6,215,529.1800	1,719,800	\$0.1729	\$3.4646	\$3.6375	\$6,255,772.5000
4A	Gasoline, Premium Unleaded 93 Octane Non-Ethanol Transport Tanker Delivery	1,000	\$0.0001	\$4.3788	\$4.3789	\$4,378.9000	1,000	-\$0.0478	\$4.3788	\$4.3310	\$4,331.0000
4B	Gasoline, Premium Unleaded 93 Octane Non-Ethanol Tank Wagon Delivery - 500 Gallon Minimum	1,000	\$0.1295	\$4.3788	\$4.5083	\$4,508.3000	1,000	\$0.1729	\$4.3788	\$4.5517	\$4,551.7000
4C	Gasoline, Premium Unleaded 93 Octane Non-Ethanol Tank Wagon Delivery – No Minimum	1,000	\$0.1495	\$4.3788	\$4.5283	\$4,528.3000	1,000	\$0.1729	\$4.3788	\$4.5517	\$4,551.7000
5A	Diesel #2, Ultra Low Sulfur – Red Dye Transport Tanker Delivery	186,000	\$0.0295	\$4.2910	\$4.3205	\$803,613.0000	186,000	\$0.0197	\$4.2910	\$4.3107	\$801,790.2000
5B	Diesel #2, Ultra Low Sulfur – Red Dye Tank Wagon Delivery - 500 Gallon Minimum	186,000	\$0.1295	\$4.2910	\$4.4205	\$822,213.0000	186,000	\$0.1729	\$4.2910	\$4.4639	\$830,285.4000
5C	Diesel #2, Ultra Low Sulfur – Red Dye Tank Wagon Delivery - No Minimum	186,000	\$0.1495	\$4.2910	\$4.4405	\$825,933.0000	186,000	\$0.1729	\$4.2910	\$4.4639	\$830,285.4000
6A	Diesel #2, Ultra Low Sulfur Transport Tanker Delivery	1,976,000	\$0.0295	\$4.2927	\$4.3222	\$8,540,667.2000	1,976,000	\$0.0147	\$4.2927	\$4.3074	\$8,511,422.4000
6B	Diesel #2, Ultra Low Sulfur Tank Wagon Delivery - 500 Gallon Minimum	1,976,000	\$0.1295	\$4.2927	\$4.4222	\$8,738,267.2000	1,976,000	\$0.1729	\$4.2927	\$4.4656	\$8,824,025.6000
6C	Diesel #2, Ultra Low Sulfur Tank Wagon Delivery - No Minimum	1,976,000	\$0.1495	\$4.2927	\$4.4422	\$8,777,787.2000	1,976,000	\$0.1729	\$4.2927	\$4.4656	\$8,824,025.6000
7A	Biodiesel, B-20 Transport Tanker Delivery	50,000	\$0.0200	\$4.2800	\$4.3000	\$215,000.0000	50,000	\$0.0565	\$4.2800	\$4.3365	\$216,825.0000
7B	Biodiesel, B-20 Blend Tank Wagon Delivery - 500 Gallon Minimum	50,000	\$0.1295	\$4.2800	\$4.4095	\$220,475.0000	50,000	\$0.1729	\$4.2800	\$4.4529	\$222,645.0000
7C	Biodiesel, B-20 Blend Tank Wagon Delivery – No Minimum	50,000	\$0.1495	\$4.2800	\$4.4295	\$221,475.0000	50,000	\$0.1729	\$4.2800	\$4.4529	\$222,645.0000
8A	Biodiesel, B-5 Blend Transport Tanker Delivery	50,000	\$0.0295	\$4.2875	\$4.3170	\$215,850.0000	50,000	\$0.0565	\$4.2875	\$4.3440	\$217,200.0000
8B	Biodiesel, B-5 Blend Tank Wagon Delivery - 500 Gallon Minimum	50,000	\$0.1395	\$4.2875	\$4.4270	\$221,350.0000	50,000	\$0.1729	\$4.2875	\$4.4604	\$223,020.0000
8C	Biodiesel, B-5 Blend Tank Wagon Delivery – No Minimum	50,000	\$0.1495	\$4.2875	\$4.4370	\$221,850.0000	50,000	\$0.1729	\$4.2875	\$4.4604	\$223,020.0000
9	Wet Hose Fueling (pump from the truck and directly into the buses)					\$0.2599					\$0.3500
10	Off Road Wet Hose Fueling (pump from the truck and directly into off road equipment)					\$0.2799					\$0.4000
11	Percentage Mark Up for purchases made with purchasing card. (Percentage will be applied to total cost of individual purchases paid with p-card)					2.70%					2.50%
12	EMERGENCY PLANNING Daily cost of portable storage tank (each)					\$50.00					\$25.00
13	BRAND NAMES OF FUELS	Vitol, Sunoco, Marathon, TAC Energy, Motiva, Atlas					Marathon, Valero, Chevron, Vitol				

Recommended Award Key: Columns highlighted in yellow identify the recommended award.

TABSHEET ITB #2-934-B-WH Diesel, Gasoline and Fuel Oil August 15, 2022 at 2:00 PM Opened By: Dawn D. Richer, Procurement Manager This is the tabsheet showing award recommendation pending Board Approval September 8, 2022		Colonial Oil Industries, Inc. 101 North Lathrop Avenue Savannah, GA 31415 Adam Barnett 912.443.6590 x3252 coisales@colonialoil.com					Mansfield Oil Company of Gainesville, Inc. 1025 Airport Pkwy Gainesville, GA 30501 678.450.2000 mocbids@mansfieldoil.com				
Item #	Description of Items	Estimated Qty to be used in determining bid award	Firm Markup or Discount Per Gallon (+/-) to be Applied to OPIS Average	DAILY OPIS 7/1/22	Net Price (OPIS + markup)	Extended Price (Qty X Net Price)	Estimated Qty to be used in determining bid award	Firm Markup or Discount Per Gallon (+/-) to be Applied to OPIS Average	DAILY OPIS 7/1/22	Net Price (OPIS + markup)	Extended Price (Qty X Net Price)
1A	Gasoline, Premium Unleaded 93 Transport Tanker Delivery	3,500	\$0.1368	\$4.1422	\$4.2790	\$14,976.5000	3,500	No Bid	\$4.1422		
1B	Gasoline, Premium Unleaded 93 Tank Wagon Delivery - 500 Gallon Minimum	3,500	No Bid	\$4.1422			3,500	No Bid	\$4.1422		
1C	Gasoline, Premium Unleaded 93 Tank Wagon Delivery – No Minimum	3,500	No Bid	\$4.1422			3,500	No Bid	\$4.1422		
2A	Gasoline, Mid-Grade Unleaded 89 Transport Tanker Delivery	1,000	\$0.1368	\$3.7045	\$3.8413	\$3,841.3000	1,000	No Bid	\$3.7045		
2B	Gasoline, Mid-Grade Unleaded 89 Tank Wagon Delivery - 500 Gallon Minimum	1,000	No Bid	\$3.7045			1,000	No Bid	\$3.7045		
2C	Gasoline, Premium Unleaded 89 Tank Wagon Delivery – No Minimum	1,000	No Bid	\$3.7045			1,000	No Bid	\$3.7045		
3A	Gasoline, Regular Unleaded 87 Transport Tanker Delivery	1,719,800	\$0.0793	\$3.4646	\$3.5439	\$6,094,799.2200	1,719,800	\$0.0480	\$3.4646	\$3.5126	\$6,040,969.4800
3B	Gasoline, Regular Unleaded 87 Tank Wagon Delivery - 500 Gallon Minimum	1,719,800	No Bid	\$3.4646			1,719,800	No Bid	\$3.4646		
3C	Gasoline, Regular Unleaded 87 Tank Wagon Delivery – No Minimum	1,719,800	No Bid	\$3.4646			1,719,800	No Bid	\$3.4646		
4A	Gasoline, Premium Unleaded 93 Octane Non-Ethanol Transport Tanker Delivery	1,000	\$0.1568	\$4.3788	\$4.5356	\$4,535.6000	1,000	No Bid	\$4.3788		
4B	Gasoline, Premium Unleaded 93 Octane Non-Ethanol Tank Wagon Delivery - 500 Gallon Minimum	1,000	No Bid	\$4.3788			1,000	No Bid	\$4.3788		
4C	Gasoline, Premium Unleaded 93 Octane Non-Ethanol Tank Wagon Delivery – No Minimum	1,000	No Bid	\$4.3788			1,000	No Bid	\$4.3788		
5A	Diesel #2, Ultra Low Sulfur – Red Dye Transport Tanker Delivery	186,000	\$0.0928	\$4.2910	\$4.3838	\$815,386.8000	186,000	\$0.0730	\$4.2910	\$4.3640	\$811,704.0000
5B	Diesel #2, Ultra Low Sulfur – Red Dye Tank Wagon Delivery - 500 Gallon Minimum	186,000	No Bid	\$4.2910			186,000	No Bid	\$4.2910		
5C	Diesel #2, Ultra Low Sulfur – Red Dye Tank Wagon Delivery - No Minimum	186,000	No Bid	\$4.2910			186,000	No Bid	\$4.2910		
6A	Diesel #2, Ultra Low Sulfur Transport Tanker Delivery	1,976,000	\$0.0878	\$4.2927	\$4.3805	\$8,655,868.0000	1,976,000	\$0.0532	\$4.2927	\$4.3459	\$8,587,498.4000
6B	Diesel #2, Ultra Low Sulfur Tank Wagon Delivery - 500 Gallon Minimum	1,976,000	No Bid	\$4.2927			1,976,000	No Bid	\$4.2927		
6C	Diesel #2, Ultra Low Sulfur Tank Wagon Delivery - No Minimum	1,976,000	No Bid	\$4.2927			1,976,000	No Bid	\$4.2927		
7A	Biodiesel, B-20 Transport Tanker Delivery	50,000	\$0.1478	\$4.2800	\$4.4278	\$221,390.0000	50,000	No Bid	\$4.2800		
7B	Biodiesel, B-20 Blend Tank Wagon Delivery - 500 Gallon Minimum	50,000	No Bid	\$4.2800			50,000	No Bid	\$4.2800		
7C	Biodiesel, B-20 Blend Tank Wagon Delivery – No Minimum	50,000	No Bid	\$4.2800			50,000	No Bid	\$4.2800		
8A	Biodiesel, B-5 Blend Transport Tanker Delivery	50,000	\$0.1478	\$4.2875	\$4.4353	\$221,765.0000	50,000	No Bid	\$4.2875		
8B	Biodiesel, B-5 Blend Tank Wagon Delivery - 500 Gallon Minimum	50,000	No Bid	\$4.2875			50,000	No Bid	\$4.2875		
8C	Biodiesel, B-5 Blend Tank Wagon Delivery – No Minimum	50,000	No Bid	\$4.2875			50,000	No Bid	\$4.2875		
9	Wet Hose Fueling (pump from the truck and directly into the buses)					\$600.0000					No Bid
10	Off Road Wet Hose Fueling (pump from the truck and directly into off road equipment)					\$650.0000					No Bid
11	Percentage Mark Up for purchases made with purchasing card. (Percentage will be applied to total cost of individual purchases paid with p-card)					No P-Card Accepted					No Bid
12	EMERGENCY PLANNING Daily cost of portable storage tank (each)					\$2,250.0000					No Bid
13	BRAND NAMES OF FUELS	Motiva					Various				

TABSHEET ITB #2-934-B-WH Diesel, Gasoline and Fuel Oil August 15, 2022 at 2:00 PM Opened By: Dawn D. Richer, Procurement Manager This is the tabsheet showing award recommendation pending Board Approval September 8, 2022		Saratoga Rack Marketing, LLC (Pilot Travel Centers, LLC) 5508 Lonas Drive Knoxville, TN 37909 865.410.4384 Josh Epperson govbiz@saratograrack.com					SSI Lubricants 5131 Recker Highway Winter Haven, FL 33880 877.811.3835 Patricia Arruza admin@ssipetro.com				
Item #	Description of Items	Estimated Qty to be used in determining bid award	Firm Markup or Discount Per Gallon (+/-) to be Applied to OPIS Average	DAILY OPIS 7/1/22	Net Price (OPIS + markup)	Extended Price (Qty X Net Price)	Estimated Qty to be used in determining bid award	Firm Markup or Discount Per Gallon (+/-) to be Applied to OPIS Average	DAILY OPIS 7/1/22	Net Price (OPIS + markup)	Extended Price (Qty X Net Price)
1A	Gasoline, Premium Unleaded 93 Transport Tanker Delivery	3,500	\$0.0723	\$4.1422	\$4.2145	\$14,750.7500	3,500	\$0.0650	\$4.1422	\$4.2072	\$14,725.2000
1B	Gasoline, Premium Unleaded 93 Tank Wagon Delivery - 500 Gallon Minimum	3,500	No Bid	\$4.1422			3,500	\$0.3700	\$4.1422	\$4.5122	\$15,792.7000
1C	Gasoline, Premium Unleaded 93 Tank Wagon Delivery – No Minimum	3,500	No Bid	\$4.1422			3,500	\$0.4500	\$4.1422	\$4.5922	\$16,072.7000
2A	Gasoline, Mid-Grade Unleaded 89 Transport Tanker Delivery	1,000	\$0.0723	\$3.7045	\$3.7768	\$3,776.8000	1,000	\$0.0650	\$3.7045	\$3.7695	\$3,769.5000
2B	Gasoline, Mid-Grade Unleaded 89 Tank Wagon Delivery - 500 Gallon Minimum	1,000	No Bid	\$3.7045			1,000	\$0.3700	\$3.7045	\$4.0745	\$4,074.5000
2C	Gasoline, Premium Unleaded 89 Tank Wagon Delivery – No Minimum	1,000	No Bid	\$3.7045			1,000	\$0.4500	\$3.7045	\$4.1545	\$4,154.5000
3A	Gasoline, Regular Unleaded 87 Transport Tanker Delivery	1,719,800	\$0.0723	\$3.4646	\$3.5369	\$6,082,760.6200	1,719,800	\$0.0650	\$3.4646	\$3.5296	\$6,070,206.0800
3B	Gasoline, Regular Unleaded 87 Tank Wagon Delivery - 500 Gallon Minimum	1,719,800	No Bid	\$3.4646			1,719,800	\$0.3700	\$3.4646	\$3.8346	\$6,594,745.0800
3C	Gasoline, Regular Unleaded 87 Tank Wagon Delivery – No Minimum	1,719,800	No Bid	\$3.4646			1,719,800	\$0.4500	\$3.4646	\$3.9146	\$6,732,329.0800
4A	Gasoline, Premium Unleaded 93 Octane Non-Ethanol Transport Tanker Delivery	1,000	No Bid	\$4.3788			1,000	\$0.0725	\$4.3788	\$4.4513	\$4,451.3000
4B	Gasoline, Premium Unleaded 93 Octane Non-Ethanol Tank Wagon Delivery - 500 Gallon Minimum	1,000	No Bid	\$4.3788			1,000	\$0.3725	\$4.3788	\$4.7513	\$4,751.3000
4C	Gasoline, Premium Unleaded 93 Octane Non-Ethanol Tank Wagon Delivery – No Minimum	1,000	No Bid	\$4.3788			1,000	\$0.4525	\$4.3788	\$4.8313	\$4,831.3000
5A	Diesel #2, Ultra Low Sulfur – Red Dye Transport Tanker Delivery	186,000	\$0.0200	\$4.2910	\$4.3110	\$801,846.0000	186,000	\$0.0550	\$4.2910	\$4.3460	\$808,356.0000
5B	Diesel #2, Ultra Low Sulfur – Red Dye Tank Wagon Delivery - 500 Gallon Minimum	186,000	No Bid	\$4.2910			186,000	\$0.3500	\$4.2910	\$4.6410	\$863,226.0000
5C	Diesel #2, Ultra Low Sulfur – Red Dye Tank Wagon Delivery - No Minimum	186,000	No Bid	\$4.2910			186,000	\$0.4500	\$4.2910	\$4.7410	\$881,826.0000
6A	Diesel #2, Ultra Low Sulfur Transport Tanker Delivery	1,976,000	\$0.0261	\$4.2927	\$4.3188	\$8,533,948.8000	1,976,000	\$0.0550	\$4.2927	\$4.3477	\$8,591,055.2000
6B	Diesel #2, Ultra Low Sulfur Tank Wagon Delivery - 500 Gallon Minimum	1,976,000	No Bid	\$4.2927			1,976,000	\$0.3500	\$4.2927	\$4.6427	\$9,173,975.2000
6C	Diesel #2, Ultra Low Sulfur Tank Wagon Delivery - No Minimum	1,976,000	No Bid	\$4.2927			1,976,000	\$0.4300	\$4.2927	\$4.7227	\$9,332,055.2000
7A	Biodiesel, B-20 Transport Tanker Delivery	50,000	No Bid	\$4.2800			50,000	No Bid	\$4.2800		
7B	Biodiesel, B-20 Blend Tank Wagon Delivery - 500 Gallon Minimum	50,000	No Bid	\$4.2800			50,000	No Bid	\$4.2800		
7C	Biodiesel, B-20 Blend Tank Wagon Delivery – No Minimum	50,000	No Bid	\$4.2800			50,000	No Bid	\$4.2800		
8A	Biodiesel, B-5 Blend Transport Tanker Delivery	50,000	No Bid	\$4.2875			50,000	No Bid	\$4.2875		
8B	Biodiesel, B-5 Blend Tank Wagon Delivery - 500 Gallon Minimum	50,000	No Bid	\$4.2875			50,000	No Bid	\$4.2875		
8C	Biodiesel, B-5 Blend Tank Wagon Delivery – No Minimum	50,000	No Bid	\$4.2875			50,000	No Bid	\$4.2875		
9	Wet Hose Fueling (pump from the truck and directly into the buses)					\$45.0000					\$150.0000
10	Off Road Wet Hose Fueling (pump from the truck and directly into off road equipment)					No Bid					\$150.0000
11	Percentage Mark Up for purchases made with purchasing card. (Percentage will be applied to total cost of individual purchases paid with p-card)					No P-Card Accepted					0.0350
12	EMERGENCY PLANNING Daily cost of portable storage tank (each)					No Bid					\$25.0000
13	BRAND NAMES OF FUELS	ULSD - Vitol; Gas - Buckeye					Marathon				



BLANKET

Purchase Order

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

**PURCHASE
ORDER NO.
084101**

P.O. Date : 10/02/2025

VENDOR PHONE : (772)562-6666

VENDOR NUMBER : 11171

VENDOR ADDRESS : PALMDALE OIL COMPANY
7111 FAIRWAY DRIVE
SUITE 450
PALM BEACH GARDENS, FL 33418

SHIP TO : CITY GARAGE
CITY GARAGE
301 SHEARER BOULEVARD
COCOA, FL 32922

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

DELIVER BY	REQUISITION #	REQUISITION DATE	CONFIRMED BY	
10/02/2025	0000100101	10/02/2025		
FOB	ACCOUNT NUMBER		PROJECT #	BUYER
				CHRISTINE SAVAGE

MAIN FLEET TANKS 301 SHEARER BLVD COCOA FL32922

Effective date: 10/01/2025

Expiration date: 10/31/2026

Not to exceed: 75,000.00

Item #	Quantity / Unit	Description/Remarks	Unit Cost	Extended Cost
		GO-ULS DIESEL 405-009-00003 TANK #1 10,000 GAL		
		GO-UNL REGULAR 409-115-00001 TANK #2 12,000 GAL		
		GO-NON ETHONAL 405-115-0004 TANK #3 500 GAL		
		GO-DULS DIESEL 405-009-00003 GENERATOR TANK CPD		
		CITY HALL PUBLIC WORKS & FLEET		
		DY-UNL REGULAR 405-115-00005 TANK #5 2,000 GAL		
		DY-ULS DIESEL 405-009-00004 TANK #6 500 GAL		
		DY-DULS DIESEL 405-009-00005 GENERATOR TANKS, WELL		
		FIELD, WFO SELLERS		

TOTAL PURCHASE AMOUNT

\$0.00

BLANKET



Purchase Order

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

**PURCHASE
ORDER NO.
084101**

Remit Invoice to:

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

or

Email: AccountsPayable@cocoafl.gov

AUTHORIZED SIGNATURE -

Purchasing/Contracts Manager

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

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

TERMS and CONDITIONS

1. AGREEMENT:

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

2. TIME IS OF THE ESSENCE:

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

3. WARRANTY:

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

4. MODIFICATIONS:

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

5. WAIVER:

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

6. CITY OPTIONS:

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

7. INDEMNIFICATION:

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

8. PATENT INDEMNIFICATION:

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

9. INSPECTION:

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

10. TAXES:

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

11. CONTINGENCIES:

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

12. PRICE PROTECTION:

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

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

13. PACKAGING AND CARTAGE:

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

14. HAZARD:

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

15. QUANTITY:

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

16. ASSIGNMENT:

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

17. CHOICE OF LAW; VENUE:

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

18. PUBLIC RECORDS; RIGHT TO AUDIT RECORDS:

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

19. FISCAL YEAR FUNDING APPROPRIATION:

a) Specified Period.

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

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

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

20. FAILURE TO EXECUTE PURCHASE ORDER:

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

21. INDEPENDENT CONTRACTOR:

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

22. OTHER RELATED AGREEMENTS:

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

23. SOVEREIGN IMMUNITY:

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

24. INSURANCE:

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

25. E-VERIFY:

Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, Seller shall register with and use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all employees hired on and after January 1, 2021. Seller shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement. Seller shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes. Seller shall provide a copy of all subcontractor affidavits to the City upon receipt and shall maintain a copy for the duration of the Agreement. Seller must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Seller stating all employees hired on and after January 1, 2021, have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system. Failure to comply with this provision is a material breach of this Agreement and shall result in the immediate termination of the Agreement without penalty to the City. Seller shall be liable for all costs incurred by the City securing a replacement Agreement, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.

CITY COUNCIL AGENDA ITEM

Memo Date: November 26, 2025
Agenda Date: December 9, 2025
File ID: 2025-1158
Prepared By: Lorne Stinnett, HR Manager
Through: Stockton Whitten, City Manager
Requested Action: Requesting Council approval of changes to the FY26 Pay Plan

BACKGROUND:

Per the City of Cocoa's City Charter, Article IV, Section 3, the City Manager has the authority to fix the compensation of City employees within the pay schedules established by the City Council and personnel policies. City Council is also required to approve title changes and position classification changes within the Pay Plan. The City Manager has recommended the following changes to positions in the City's pay plan:

1. Change job title from Chief Technology Officer to Information Technology Director

-This title change is requested to better align the position to current organizational needs. It is also believed that this change will facilitate a more qualified applicant pool.

2. Change job title from Accounts Payable Clerk to Accounts Payable Technician and increased the pay grade from GH5 to GH7

- Paygrade increase is requested to enhance retention and minimize compression within the current City of Cocoa Pay Plan.

The above changes will not increase the City's headcount. There will be an increase to the Finance Department's compensation budget. A copy of the revised pay plan document is attached.

PRIORITY AREA CONNECTION:

BUDGETARY IMPACT:

Budgeted? No

If not budgeted, is amendment / transfer attached?

Source/Use of Funds

Account Number

Amount

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

Change Order Amount: \$

Original Purchase Order Amount: \$

For this Agenda Item note Prior Change Order Information:

Total Number of change orders to date:

Total amount in change orders to date: \$

PREVIOUS ACTION:

The Fiscal Year 2026 pay plan was approved during the City Council Final Budget Hearing on September 16, 2025

RECOMMENDED MOTION:

Approve Changes to the FY26 Pay Plan



PBA - Open Range Plan

Grade	Hourly		Annually		Positions
	Minimum	Maximum	Minimum	Maximum	
PU6	\$20.28	\$33.37	\$ 42,182.40	\$ 69,409.60	Dispatcher/Communications Officer
PU9	\$26.52	\$41.48	\$ 55,161.60	\$ 86,278.40	Police Officer
PU12	\$35.36	\$54.78	\$ 73,548.80	\$ 113,942.40	Police Sergeant

** Annual rates are divisible by 2080

Police Lieutenant - Open Range Plan

Grade	Hourly		Annually		Positions
	Minimum	Maximum	Minimum	Maximum	
PL1	\$42.40	\$62.46	\$ 88,192.00	\$ 129,916.80	Police Lieutenant

** Annual rates are divisible by 2080

FY2026 Pending Negotiations



IAFF - Open Range Plan

Grade	Hourly		Annually		Positions
	Minimum	Maximum	Minimum	Maximum	
FU8	\$19.54	\$33.97	\$ 50,804.00	\$ 88,322.00	Firefighter/EMT
FU9	\$23.81	\$35.67	\$ 61,906.00	\$ 92,742.00	Driver/Operators
FU12	\$29.69	\$42.43	\$ 77,194.00	\$ 110,318.00	Fire Lieutenant/EMT

** Annual rates are divisible by 2600

Fire District Chief "TU" - Open Range Plan

Grade	Hourly		Annually		Positions
	Minimum	Maximum	Minimum	Maximum	
TU1	\$33.58	\$50.87	\$ 87,308.00	\$ 132,262.00	District Fire Chief

** Annual rates are divisible by 2600



LIUNA - Open Range Plan

Grade	Hourly		Annually		Positions
	Minimum	Maximum	Minimum	Maximum	
3	\$15.63	\$25.00	\$ 32,510.40	\$ 52,000.00	Custodial Worker
4	\$16.89	\$27.00	\$ 35,131.20	\$ 56,160.00	Stock Clerk
5	\$18.25	\$29.16	\$ 37,960.00	\$ 60,652.80	Apprentice Electrician Maintenance Worker I Meter Reader Meter Technician Senior Stock Clerk
6	\$19.71	\$31.50	\$ 40,996.80	\$ 65,520.00	Back-Flow Technician Customer Service Representative Electrician I Fleet Technician I Maintenance Worker II Mechanic I Utility Field Service Representative Utility Line Locator Utility Mechanic I Valve Operator
7	\$21.29	\$34.02	\$ 44,283.20	\$ 70,761.60	Heavy Equipment Operator Industrial Electrician I Sludge Equipment Operator
8	\$23.00	\$36.75	\$ 47,840.00	\$ 76,440.00	Apprentice Operator Crewleader Environmental Analyst I Fleet Technician II Maintenance Worker III Mechanic II Senior Back-Flow Technician Utility Mechanic II
9	\$24.84	\$39.69	\$ 51,667.20	\$ 82,555.20	Certified Operator C Lead Certified Operator C License Electrician II
10	\$26.83	\$42.87	\$ 55,806.40	\$ 89,169.60	Certified Operator B Lead Certified Operator B License Industrial Electrician II Instrumentation Technician
11	\$28.98	\$46.30	\$ 60,278.40	\$ 96,304.00	Certified Operator A Lead Certified Operator A License Environmental Analyst II

** Annual rates are divisible by 2080



General - NonExempt "GH" (Hourly) - Open Range Plan

Grade	Hourly		Annually		Positions
	Minimum	Maximum	Minimum	Maximum	
MW	\$14.00				Youth Program Temp
2	\$14.47	\$23.14	\$ 30,097.60	\$ 48,131.20	School Crossing Guard (Part Time)
3	\$15.63	\$24.99	\$ 32,510.40	\$ 51,979.20	Facilities Attendant Firefighter Trainee
4	\$16.88	\$26.99	\$ 35,110.40	\$ 56,139.20	Administrative Assistant College Intern Community Services Technician Engineering Intern Human Resources Intern (Temporary PT) Planning Intern Police Records Clerk Receptionist Recording Secretary Records Technician
5	\$18.23	\$29.15	\$ 37,918.40	\$ 60,632.00	Accounts Payable Clerk Administrative Secretary License/Permit Technician Office Assistant Utility Billing Clerk
6	\$19.69	\$31.48	\$ 40,955.20	\$ 65,478.40	Booking Officer-PT Contract Technician Senior Accounts Payable Clerk Senior Records Clerk Victims Advocate
7	\$21.27	\$34.00	\$ 44,241.60	\$ 70,720.00	Accounts Payable Technician Code Enforcement Officer Customer Service Technician Field Inspector Field Operations Technician Field Service Inventory Technician Help Desktop Support Technician Planning Technician Police Administrative Technician Police Evidence Technician Police Officer Trainee UT Administrative Technician Utility Accounting Technician Water Plant Technician
8	\$22.97	\$36.72	\$ 47,777.60	\$ 76,377.60	Code Enforcement Coordinator Crime Scene Technician Environmental Control Coordinator Field Inspector II Human Resources Technician Senior Customer Service Representative Senior Utility Field Service Representative



General - NonExempt "GH" (Hourly) - Open Range Plan

Grade	Hourly		Annually		Positions
	Minimum	Maximum	Minimum	Maximum	
9	\$24.81	\$39.66	\$ 51,604.80	\$ 82,492.80	Asset Management Coordinator Assistant City Clerk Buildings Plans Reviewer Criminal Intelligence Analyst Development Coordinator City Manager's Administrative Assistant Fire Inspector Fire Administrative Coordinator Housing Program Coordinator Junior Staff Accountant Jr. Buyer & Contract Specialist Leisure Services Coordinator Payroll Specialist Utilities Administrative Coordinator Utilities GIS/CAD Technician
10	\$26.79	\$42.83	\$ 55,723.20	\$ 89,086.40	Building Permit Supervisor Communications Supervisor Grounds Maintenance Supervisor Leisure Services Supervisor Park & Right of Way Supervisor Supervisor II
11	\$28.93	\$46.26	\$ 60,174.40	\$ 96,220.80	Building Inspector SCADA Analyst I Supervisor III Water Operations Supervisor
12	\$31.24	\$49.96	\$ 64,979.20	\$ 103,916.80	Electrical Maintenance Supervisor SCADA Analyst II

** Annual rates are divisible by 2080



General - Exempt "GE" (Salary) - Open Range Plan

Level	Hourly		Annually		Positions
	Minimum	Maximum	Minimum	Maximum	
9	\$24.81	\$39.66	\$ 51,604.80	\$ 82,492.80	Utilities Conservation Coordinator Redevelopment Coordinator Victim Advocate Coordinator
10	\$26.79	\$42.83	\$ 55,723.20	\$ 89,086.40	Utilities Engineering Coordinator Grant Writer-Economic Development Specialist Jr. Network Administrator Jr. Systems Administrator Planner Public Information Coordinator Systems Analyst Utilities GIS Coordinator
11	\$28.93	\$46.26	\$ 60,174.40	\$ 96,220.80	Customer Service Supervisor Economic Development Specialist Field Services Supervisor GIS Analyst Human Resources Coordinator Inspection Supervisor Senior Buyer & Contracts Agent Staff Accountant Staff Accountant - Bank/Treasury Staff Accountant - Grant Support Service Supervisor Systems Administrator Utility Billing Supervisor Warehouse Supervisor
12	\$31.24	\$49.96	\$ 64,979.20	\$ 103,916.80	Asst. Fire Marshal Assistant Sewer Field Operations Manager Assistant to the Building Official/Building Inspector Assistant Water Field Operations Manager Chief of Maintenance Chief Operator Chief Operator Wastewater GIS Administrator Public Information Officer Purchasing & Contracts Supervisor Safety & Risk Program Manager Senior Budget Analyst Senior Human Resources Coordinator Senior Staff Accountant
13	\$33.74	\$53.96	\$ 70,179.20	\$ 112,236.80	Accounting Supervisor Code Enforcement Manager Engineering Supervisor GIS Manager Leisure Services Manager Parks, Project & ROW Manager Utilities Associate Engineer I Water Quality Laboratory Manager



General - Exempt "GE" (Salary) - Open Range Plan

Level	Hourly		Annually		Positions
	Minimum	Maximum	Minimum	Maximum	
14	\$36.44	\$58.28	\$ 75,795.20	\$ 121,222.40	Assistant to the CM / Public Information Officer Community Services Manager Facilities Manager Fleet Manager Human Resources Manager Police Lieutenant (IA) Purchasing/Contract Manager Senior Network & Security Administrator Streets/Stormwater Manager Systems & Support Manager Utilities Associate Engineer II Utility Customer Service Manager
15	\$39.36	\$62.94	\$ 81,868.80	\$ 130,915.20	Accounting Manager City Clerk Field Operations Manager Procurement & Budget Manager Superintendent Utilities Associate Engineer III Utility Support Service Manager Water Treatment Manager
16	\$45.26	\$72.38	\$ 94,140.80	\$ 150,550.40	Assistant City Engineer Assistant Fire Chief Assistant Utilities Director Building Official Deputy Finance Director Information Technology Director Police Commander Utilities Senior Engineer
17	\$52.05	\$83.24	\$ 108,264.00	\$ 173,139.20	Chief Technology Officer Comm & Eco Dev Director Community Services Director Engineering Division Manager Finance Director Fire Chief Human Resources Director Police Chief Public Works Director/City Engineer
18	\$59.86	\$95.73	\$ 124,508.80	\$ 199,118.40	Asst City Manager for Performance & Strategic Initiatives Deputy Director Utilities
19	\$68.84	\$110.09	\$ 143,187.20	\$ 228,987.20	Utilities Director

** Annual rates are divisible by 2080

** Frozen positions are shown lined

CITY COUNCIL AGENDA ITEM

Memo Date: December 2, 2025
Agenda Date: December 9, 2025
File ID: 2025-1161
Prepared By: Charlene Neuterman, Community Services Director
Through: Stockton Whitten, City Manager
Requested Action: Request Council approval of an Amended and Restated Interlocal Agreement between the City of Cocoa and Cocoa CRA for the Community Policing Program. This agreement is effective in Fiscal Year 2026. Request Council approval of the Resolution amending the FY 26 Budget, BAF# 26-025-IFT2-PD-Police Overtime for \$88,000.

BACKGROUND:

The Community Redevelopment Act of 1969 ("Act") authorizes a community redevelopment agency to engage in "community policing," which is defined under Section 163.340(23), Florida Statutes as a policing technique or strategy designed to reduce crime by reducing opportunities for, and increasing the perceived risks of engaging in, criminal activity through visible presence of police in the community, including, but not limited to, community mobilization, neighborhood block watch, citizen patrol, citizen contact patrol, foot patrol, neighborhood storefront police stations, field interrogation, or intensified motorized patrol.

At the December 1, 2025 Cocoa CRA meeting, Agency Members approved establishing a Community Policing Program within the Cocoa CRA area.

The Cocoa Redevelopment Community Policing Program ("Program") includes additional funding for police services. The Police Department will submit reports detailing the hours supported during this project, and Finance will calculate the expenditures for each reporting period.

The Cocoa CRA Plan Update 2025, page 48 is attached as Exhibit B with reference to Community Policing.

Staff requests Council Approval of an Amended and Restated Interlocal Agreement between the Cocoa CRA and the City of Cocoa for Community Policing Program approved by Agency Members at their December 1, 2025, Cocoa CRA Meeting, and to authorize the Mayor to sign the Agreement. This agreement is effective for Fiscal Year 2026. Request Agency approval of a Budget Resolution and BAF# 26-025-IFT1-CCRA-Police Overtime (12-1-25) in the amount of \$88,000.

PRIORITY AREA CONNECTION:

Public Safety/Community Standards

BUDGETARY IMPACT:

Budgeted? No

If not budgeted, is amendment / transfer attached? Yes

Source/Use of Funds

<u>Account Number</u>	<u>Amount</u>
001-0000-381.91-10	\$88,000
001-2100-521.14-00	\$88,000

PREVIOUS ACTION:

12/1/2025 - Cocoa CRA approved the Amended and Restated Interlocal Agreement between the City and the CRA.

RECOMMENDED MOTION:

Request Council approval of an Amended and Restated Interlocal Agreement between the City of Cocoa and Cocoa CRA for the Community Policing Program. This agreement is effective in Fiscal Year 2026. Request Council approval of the Resolution amending the FY 26 Budget, BAF# 26-025-IFT2-PD-Police Overtime for \$88,000.

	PROPOSED PROJECT	STRATEGIC FRAMEWORK THEME	PROJECT DESCRIPTION	SUB-DISTRICT	EST. COST	POTENTIAL FUNDING SOURCE
1	Brand Guidelines, Signage & Wayfinding	PLACEMAKING	Establish a branding design guideline that is used for signage, wayfinding, and furnishings throughout CRA.	All	\$\$\$	CRA; City
2	Parks and Public Spaces	PLACEMAKING	Identify smaller parcels that may be suitable for acquisition and development as a pocket park or dog park.	All	\$\$\$\$\$	CRA; City
3	Develop and Implement Architectural Design Guidelines	PLACEMAKING	Develop and implement Architectural design standards appropriate for each subdistrict in the Cocoa CRA to produce more desirable location for investors.	All	\$\$	CRA; City; Private Sector
4	Community Policing	PLACEMAKING	Establish a community policing program to enhance security within the Cocoa Village and such other areas deemed necessary.	All	\$\$\$	CRA
5	Micromobility Improvements	CONNECTIVITY	Complete gaps in sidewalk network and widen where foot traffic warrants, improve crosswalks, install gateway and wayfinding signage and increase access to e-mobility.	All	\$\$\$\$\$	CRA; City; Brevard County; SCAT; FDOT
6	Parking Mitigation	CONNECTIVITY	Complete construction of a parking garage identified from the 2017 Parking Study. Increase wayfinding signage for parking garages, encourage shared parking agreements.	Cocoa Village	\$\$\$\$\$	CRA; City
7	Complete Streets	CONNECTIVITY	Identify ROWs that merit non-vehicular safety improvements and/or Complete Street redesign and pursue funding accordingly.	All	\$\$\$\$\$	CRA; City
8	Brightline Connectivity	CONNECTIVITY	Evaluate opportunities to provide transit between Cocoa Village and the future Brightline station.	U.S. 1 Corridor	\$\$\$\$	CRA; City; Brevard County; SCAT; FDOT
9	Live-Work Housing Development	HOUSING	Develop strategies for attracting specialized housing developers through planning incentives, and relationship-building.	North of the Village; South of the Village; South End	\$\$\$\$\$	CRA; City; Housing Authority
10	Missing Middle Housing Development	HOUSING	Develop strategies for attracting specialized housing developers through planning incentives, and relationship-building.	Heart of Cocoa; All	\$\$\$\$\$	CRA; City; Housing Authority
11	Underutilized Upper Level Restoration	HOUSING	Provide incentives and guidelines for the restoration of underutilized upper levels as residential units.	All	\$\$\$\$	CRA; City; Private Sector
EST. Cost: \$=<\$50K \$\$=\$50K-\$100K \$\$\$=\$100K-\$500K \$\$\$\$=\$500K-\$1M \$\$\$\$\$=>\$1M						

JOURNAL

CITY OF COCOA

REGULAR MEETING OF THE COCOA COMMUNITY REDEVELOPMENT AGENCY

December 1st, 2025

I. OPENING MATTERS:

- a. Chairperson BLAKE called the meeting to order at 6:01 p.m.

II. APPROVAL OF AGENDA AND MINUTES:

- a. Agenda: Regular Meeting of December 1, 2025.
 - i. *The Agenda for the Regular Meeting of December 1, 2025 was **unanimously approved**, as written.*
- b. Minutes: Special Meeting of October 28, 2025
 - i. *The Agenda for the Regular Meeting of October 28, 2025 was **unanimously approved**, with an amendment on page 3 paragraph 4.*

III. DELEGATIONS:

- a. Nichole Minot discussed noise and security in the village
- b. Aleck Greenwood also discussed noise and security in the village.

IV. PRESENTATIONS:

- a. Presentation by Myra Planning and Design showcasing the Oleander West Parking Lot Design progress.

V. ACTION ITEMS:

- a. Request Agency approval of the Cocoa CRA Meeting Schedule for 2026. **AYES: BLAKE, ETZ, GOINS, KOSS, ROGERS, WEEKS, HEARN; Motion Passed Unanimously.**
- b. Request Agency approval of two quotes provided by Empire Computing and Consulting for the installation of security cameras at various locations within the Cocoa CRA (as recommended by the Police Department), utilizing contract P-20-20-COC (Empire Contract Amendment #1). The first quote, not to exceed \$11,320.90, includes two cameras along with associated licenses and equipment to be installed at Myrt Tharpe Square/Mason Building. The second quote, not to exceed \$24,308.70, includes five cameras and associated licenses and equipment to be installed at Lee Wenner Park. The combined not-to-exceed amount for both quotes is \$35,629.60. Approve Resolution Amending the FY26 Budget BAF #26-025A, to transfer funds for the camera installations to the appropriate capital account. Authorize the City Manager to finalize and execute the quotes, and to execute all related Task Orders, Purchase Orders, and the Budget Amendment. **Confidential Per Chapter 119.0713. AYES: BLAKE, ETZ, GOINS, KOSS, ROGERS, WEEKS, HEARN; Motion Passed Unanimously.**
- c. Request Agency Approval of an Amended and Restated Interlocal Agreement between the Cocoa CRA and the City of Cocoa for Community Policing Program approved by Agency Members at their October 18, 2022, Cocoa CRA Meeting, and to authorize the City Mayor to sign the Agreement. This agreement is effective in Fiscal Year

2026. Request Agency Approval of Resolution Amending the FY26 Budget, BAF# 26-025-IFT1-CCRA-Police Overtime (12-1-25) for \$88,000. **AYES: BLAKE, ETZ, GOINS, KOSS, ROGERS, WEEKS, HEARN; Motion Passed Unanimously.**

(During this item Pam Shai spoke about safety in the Cocoa Village and her concerns regarding it.)

- d. Agency review of the 2024-2025 established Goals and Objectives and performance accomplishments as required by Florida Statute 189.0694. Agency review and approval of the 2025-2026 Goals and Objectives as established in the Cocoa CRA Plan Update 2025. **AYES: BLAKE, ETZ, GOINS, KOSS, ROGERS, WEEKS, HEARN; Motion Passed Unanimously.**

VI. ATTORNEY'S REPORT: None.

VII. UPDATES AND STAFF REPORTS:

- a. Agency Member Hearn asked staff for an update on the 5 acre lot off of Rosa L Jones street. The City Manager answered that as of right now we are back to the drawing board in terms of issuing an RFP.

VIII. NEXT MEETING DATE: Monday, January 5, 2025 at 6:00 PM.

IX. ADJOURNMENT

- a. The Regular Meeting of the Cocoa Community Redevelopment Agency on December 1, 2025 adjourned at **7:31 p.m. Unanimously Approved.**

Prepared by:

Anthony A. Garganese
City Attorney of Cocoa
111 N. Orange Avenue, Suite 2000
Orlando, Florida 32802
(407) 425-9566

Return to:

Monica Arsenault, City Clerk
City of Cocoa
65 Stone Street
Cocoa, Florida 32922

AMENDED AND RESTATED INTERLOCAL AGREEMENT

(Community Policing Services and Program)

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into this _____ day of December, 2025 ("**Effective Date**") between the **CITY OF COCOA REDEVELOPMENT AGENCY**, a Florida Community Redevelopment Agency ("**Agency**"), and the **CITY OF COCOA**, Florida, a Florida municipal corporation ("**City**").

W I T N E S S E T H:

WHEREAS, the Community Redevelopment Act of 1969 ("Act") authorizes a community redevelopment agency to engage in "community policing," which is defined under Section 163.340(23), Florida Statutes as a policing technique or strategy designed to reduce crime by reducing opportunities for, and increasing the perceived risks of engaging in, criminal activity through visible presence of police in the community, including, but not limited to, community mobilization, neighborhood block watch, citizen patrol, citizen contact patrol, foot patrol, neighborhood storefront police stations, field interrogation, or intensified motorized patrol; and

WHEREAS, upon recommendation of the Agency's Board, the City Council adopted Ordinance No. 14-2022 amending the Agency's Redevelopment Plan to authorize the Agency and the City to provide community policing services within the Agency's Redevelopment Area, primarily the downtown Cocoa area; and

WHEREAS, the Agency and City entered into that certain Interlocal Agreement, dated April 25, 2023 and recorded at Brevard County Official Record Book 9805, Page 1966, regarding the implementation of a community policing program ("Original Interlocal"); and

WHEREAS, Section 163.387(6)(c)8., Florida Statutes provides that a community redevelopment agency may budget and appropriate from its tax increment trust fund for the development of community policing innovations; and

WHEREAS, the 2025 update to the Redevelopment Plan provides that the Agency can implement a community policing program; and

WHEREAS, in furtherance of the 2025 Redevelopment Plan, the Agency and City desire to adopt the community policing program as is attached hereto as **EXHIBIT "A,"** which is hereby deemed fully incorporated herein by this reference ("Community Policy"); and

WHEREAS, pursuant to the Section 163.358(5), Florida Statutes, and the Community Policing Policy, the City Council and Agency Board hereby find that each agency has the power to perform and fund community policing innovations for the benefit of the public and Redevelopment Area; and

WHEREAS, the City Council and Agency Board also find that the Cocoa Downtown area is of vital economic and social importance to the City of Cocoa and is a local and regional focal point for community activities and future redevelopment and such area presents unique law enforcement issues and problems that can benefit from the development and implementation of community policing innovations as authorized by the Act, the Community Policing Policy and this Agreement; and

WHEREAS, the City and Agency have made, and continue to make, significant financial investments and policy decisions to redevelop and enhance the Downtown Area and this Agreement is in furtherance of those continuing efforts; and

WHEREAS, the development and implementation of community policing innovations will help preserve the City's and Agency's investment in the Downtown Area and ensure the long term viability and vibrancy of the Downtown Area as a distinct, attractive and safe place to live, work and visit; and

WHEREAS, the City Council and Agency Board hereby find this Agreement serves a public purpose, is consistent with the Act and Comprehensive Plan, the Redevelopment Plan and is in the best interests of the public health, safety, and welfare of the citizens of Cocoa.

NOW, THEREFORE, in consideration of the covenants and agreement hereinafter set forth, to be kept and performed by both parties, the Agency and the City agree as follows:

1. **RECITALS; INTENT; TERMINATION OF ORIGINAL INTERLOCAL.** The foregoing recitals are true and correct and are incorporated herein by reference as a material part of this Agreement. The intent of this Agreement is to amend and replace the Original Interlocal in its entirety. Upon approval, execution, and recordation of this Agreement, the Original Interlocal shall automatically be deemed terminated and shall no longer be in effect.
2. **CONDITIONS PRECEDENT.** All rights, obligations and liabilities of the parties under this Agreement shall be subject to the satisfaction of each of the following conditions precedent:
 - 2.1 **Approval.** The approval of this Agreement by both the Agency's Board of Commissioners and the City Council of the City of Cocoa.
 - 2.2 **Execution.** The complete execution of this Agreement by the Mayor of the City of Cocoa and the Chairperson of the Agency.
 - 2.3 **Recordation.** The filing of this Agreement with the Clerk of the Circuit Court in and for Brevard County, Florida, pursuant to Section 163.01(11), Florida Statutes.

3. **STATUTORY AUTHORITY.** This Agreement shall be considered an Agreement pursuant to Section 163.01, Florida Statutes, and in accordance with the Community Redevelopment Act of 1969 (s. 163.330, Florida Statutes, et. seq.), and Chapter 8, Article II, of the City Code. With respect to the City, this Agreement shall also be in furtherance of the Florida Municipal Home Rule Powers Act (s. 166.011, Florida Statutes, et. seq.).

4. **SCOPE OF SERVICES AND BUDGET APPROVAL.** The Agency Board may, at its sole discretion, annually budget and appropriate funds to implement the Community Policing Services within the Redevelopment Area in accordance with the Community Policing Policy. During the Agency's annual budget adoption process (or, if necessary during the course of any fiscal year, by budget amendment), the City Manager, in consultation with the Police Chief, shall present to the Agency Board a written budget proposal for such services. The proposal shall include a level of service for the number of law enforcement officers and private security personnel and any, vehicles, equipment and such other necessary expenditures and an annual cost estimate. The annual budget and appropriations shall be based on the annual level of service provided by and related cost estimate approved by Agency Board and agreed to by the City. Nothing herein shall require the Agency Board to budget and appropriate funds for Community Policing Services or limit the City Council's right to suspend or terminate the services at any time.

4.1 The City agrees to furnish necessary equipment, resources, and facilities, and to render the Community Policing Services to the Agency as set forth herein. The City shall bear the loss or damages to such equipment or property, and shall pay any expense incurred in the operation and maintenance thereof.

4.2 The City shall be solely responsible for compensating its appointees/employees providing Community Policing Services hereunder.

4.3 All the privileges and immunities from liability, exemptions from laws, ordinances, and rules and all pension, insurance, relief, disability, worker's compensation, salary, death, and other benefits that apply to the activity of any City or Agency officer, agent, or employee when performing their respective functions hereunder shall apply to them to the same degree, manner, and extent while engaged in the performance of any of their functions and duties under this Agreement.

4.4 Subject to Section 6.11 of this Agreement, each party shall be responsible for the acts, omissions, or conducts of its own appointees/employees.

4.5 Any private security firm hired to provide services under the Program shall be responsible for the acts, omissions, or conducts of its own appointees/employees.

5. **PAYMENT OF SERVICES.**

5.1 **Agency Financial Contribution.** For Community Policing Services authorized by the Parties and rendered by the City in furtherance of this Agreement, the Agency agrees to annually contribute funding budgeted and

appropriated by the Agency pursuant Section 4 herein. The Agency's contribution shall be transferred by the City from the Agency's Tax Increment Trust Fund as a lump sum or periodic payment as deemed appropriate by the City Manager to fund the actual services rendered by the City hereunder. If a lump sum or periodic payment is transferred to the City, and services for the year are later suspended or terminated by the City Council or Agency, the City will reimburse the Agency any portion of the transferred funds not used for actual Community Policing Services authorized by the Agency under Section 4 herein.

5.2 **Use of Agency Funds by the City.** The Agency funds provided under this Agreement shall be used only for actual Community Policing Services authorized by the Agency and performed by the City under this Agreement. Such funds shall not be used for any other purpose by the City such as, by way of example, subsidizing regular law enforcement services performed by the City within the Redevelopment Area or elsewhere in the City. It is the intent and purpose of this Agreement for the City to provide Community Policing Services that are in addition to regular law enforcement services provided by the City. Inasmuch as the Agency funds are administratively maintained by the City on behalf of the Agency, the City is hereby authorized, upon notice to the Agency, and without penalty, to stop processing or correct any payment that may be made in violation of this Agreement. Furthermore, if the Agency determines that the Agency funds, in whole or in part, were expended for a wrongful purpose, the Agency shall have the right to reimbursement from the City of the wrongfully expended funds.

5.3 **Budget & Appropriations.** The Agency and the City agree to budget and appropriate sufficient funds for purposes of funding the Community Policing Services authorized in accordance with the terms and conditions of this Agreement.

6. **MISCELLANEOUS TERMS AND CONDITIONS.**

6.1 **Notices.** All notices and correspondence shall be (i) hand delivered (with signed acknowledgment of receipt or affidavit of delivery), (ii) delivered by registered or certified mail, return receipt requested, or (iii) delivered by overnight carrier with signed acknowledgment of receipt. All such notices and correspondence shall be sent to the respective parties, with copies forwarded to their agents or attorneys, at the addresses set forth below or at such other addresses as the parties hereto shall designate to each other in writing.

(a) if to Cocoa: City of Cocoa
 Attention: City Manager
 65 Stone Street
 Cocoa, FL 32922-1750
 Telephone: (321) 433-8737

(b) if to Agency:
 Attn: Agency Manager
 65 Stone Street

Any notice or demand so given, delivered or made by United States Mail, shall be deemed so given, delivered or made three (3) days after the same is deposited in the United States mail, registered or certified, return receipt requested, addressed as above provided, with postage thereon prepaid. Any such notice, demand or document hand delivered or made by overnight carrier shall be deemed to be given, delivered or made upon delivery (or attempted delivery, if deliver is not accepted) of the same at the address where the same is to be given, delivered or made.

- 6.2 Time. Time is of the essence of this Agreement and every term and provision of this Agreement.
- 6.3 Severability. It is further understood and agreed that in the event any provision of this Agreement shall be adjudged, decreed, held, or ruled to be invalid, the parties shall meet to discuss whether the intent and purpose of this Agreement can still be fulfilled and whether the terms and conditions of this Agreement must be renegotiated or the Agreement should be terminated.
- 6.4 Non-waiver. No covenant, term, condition (or breach thereof), shall be deemed waived, except by written consent of the party against whom the waiver is claimed. A waiver of any covenant, term, or condition (or breach thereof), shall not be deemed to be a waiver of any other covenant, term or condition (or breach thereof).
- 6.5 Captions. Captions and headings in this Agreement are for convenience only and shall not be relied upon in construing the meaning of this Agreement or any of its provisions.
- 6.6 Choice of Law; Venue. This Agreement has been made and entered into in the State of Florida, County of Brevard, and the laws of such state shall govern the validity and interpretation of this Agreement and the performance due hereunder. The parties agree that venue shall be exclusively in Brevard County, Florida, for all state disputes or actions which arise out of or are based upon this Agreement, and in Orlando, Florida, for all federal disputes or actions which arise out of or are based upon this Agreement.
- 6.7 Integration. The drafting, execution, and delivery of this Agreement by the parties has been induced by no representations, statements, warranties, or agreements other than those expressed herein. This Agreement embodies the entire understanding of the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof unless expressly referred to herein. The parties agree that they have both contributed equally to the drafting of this Agreement and this Agreement shall not be construed more favorably against the other in the event of any conflict with regards to the terms and conditions used herein.
- 6.8 Governmental Disputes. In the event of a conflict under this Agreement, the parties shall adhere to the procedures set forth in Chapter 164, Florida Statutes.

- 6.9 Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be considered an original agreement; but such counterparts shall together constitute but one and the same instrument.
- 6.10 Liability. Each party to this Agreement shall be responsible for its own actions and omissions, and the actions and omissions of its personnel and contractors, in performing its obligations pursuant to the terms and conditions of this Agreement.
- 6.11 Sovereign Immunity. Notwithstanding any other provision set forth in this Agreement, nothing contained in this Agreement shall be construed as a waiver of the Agency's or the City's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on either party's potential liability under state or federal law. As such, the Agency and the City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, the Agency and the City shall not be liable for any claim or judgment, or portion thereof, to any one person for more than two hundred thousand dollars (\$200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds the sum of three hundred thousand dollars (\$300,000.00). This paragraph shall survive termination of this Agreement.
- 6.12 Assignment Prohibited; Third Parties. This Agreement shall not be assigned in whole or in part. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the Agency and the City, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the Agency and the City and not for the benefit of any other party.
- 6.13 Termination. The City and the Agency may terminate this Agreement by mutual written agreement.
- 6.14 Claims Surviving Termination. Termination of this Agreement shall release both parties from their obligation to effect and to receive future performance hereunder. However, in addition to provisions of this Agreement that expressly survive the termination of this Agreement, termination of this Agreement does not preclude a claim for breach of this Agreement for non-performance.
- 6.15 Effective Date. The effective date of this Agreement shall be the date that this Agreement is recorded in the Official Records of Brevard County, Florida pursuant to Section 2.3 of this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this day and year first above written.

[Signature Page Follows]

CITY OF COCOA, FLORIDA

By: _____

Michael C. Blake, Mayor

ATTEST:

By: _____

Monica Arsenault, City Clerk

Approved by City Council on: _____

**THE CITY OF COCOA REDEVELOPMENT AGENCY,
A Florida Community Redevelopment Agency**

By: _____

Michael C. Blake, Chairperson

ATTEST:

By: _____

Recording Secretary

Approved by Agency Board on: _____

EXHIBIT A

COCOA REDEVELOPMENT AGENCY DOWNTOWN COMMUNITY POLICING PROGRAM

SCOPE OF PROGRAM

The scope of the Cocoa Redevelopment Community Policing Program ("Program") will include additional police presence in the Cocoa Downtown Community Redevelopment Area including the Cocoa Riverfront Park and waterfront area ("Downtown Area"). The primary focus of the Program will be to ensure that residents, customers, visitors, and merchants and their employees consider Downtown Cocoa to be a safe and welcoming environment to patronize and conduct business and recreate. The intent and purpose of this Program is to proactively enhance the current level of police patrol and provide a more personal level of service by providing a direct liaison between the Agency Board/Downtown community and the Cocoa Police Department. It is expected that if police officers are assigned to serve under the Program, the officers will be assigned to permanent areas of responsibility and shift details to maximize the effectiveness of the Program. Police officers will work to proactively form partnerships with residents and businesses to jointly promote crime prevention, prevent disorder and improve public safety by addressing specific issues indigenous to the Downtown Area.

In addition, the Program may also provide and assign private security personnel to patrol and provide security services in lieu of or supplemental to having police officers provide additional and enhanced presence in the Downtown Area. If private security personnel are assigned, the Cocoa Police Department will monitor those services and private security personnel will be responsible for reporting any incidents or relevant activities encountered during patrols to the Cocoa Police Department and City Manager.

DEFINITION

The term "community policing" is defined under Section 163.340(23), Florida Statutes to mean a policing technique or strategy designed to reduce crime by reducing opportunities for, and increasing the perceived risks of engaging in, criminal activity through visible presence of police in the community, including, but not limited to, community mobilization, neighborhood block watch, citizen patrol, citizen contact patrol, foot patrol, neighborhood storefront police stations, field interrogation, or intensified motorized patrol.

ANNUAL BUDGET AND APPROPRIATIONS

The Agency Board may, at its sole discretion, annually budget and appropriate funds to implement the Program. During the Agency's annual budget adoption process, the City Manager, in consultation with the Police Chief, shall present to the Agency Board a written budget proposal for the Program. The proposal shall include a level of service (number of officers, vehicles, equipment and such other necessary law enforcement expenditures, if any) and an annual cost estimate. The annual budget and appropriations shall be based on the annual level of service and related cost estimate approved by Agency Board and agreed to by the City of Cocoa. Nothing herein shall require the Agency Board to budget and appropriate funds for the Program. If private security personnel are assigned, the Agency may contract directly with the private security firm or piggyback on an existing City contract for private security. The Agency may direct pay the private security firm under a direct contract.

POLICE CHIEF AND PRIVATE SECURITY REPORTING TO AGENCY BOARD

The Police Chief or the Police Chief's designee will be available to attend Agency Board meetings on an as needed basis to report on the development and implementation of the Program and during the annual budget and appropriation process.

If private security personnel are utilized, the Agency may request the private security firm to report on their performance and services to the Agency on an as needed basis.

POLICE PERSONNEL AND PROGRAM SERVICES

Police personnel utilized for the Program will have responsibilities as determined by the Agency Board and Police Chief. However, enhanced and supplemental police services are not required under the Program. The Program is intended to be flexible based on the law enforcement needs in the Downtown Area and the availability of police personnel. However, the following is a summary of the Program components that will be developed and fine-tuned through experience if police personnel are utilized:

- The Agency Board, in consultation with the Police Chief, will be responsible for defining the geographical limits of the Downtown Area for purposes of implementing the Program.
- Develop task forces to address specific problems as issues are identified or seasonal issues present themselves including, but not limited to, crime, drug and gang activities, homelessness, nightclubs and bar early morning hours and closings, noise and other nuisances, traffic enforcement, special event issues, and quality of life problems.
- Officers assigned to serve the Program shall be in addition to the current police coverage within the Downtown Area. Assigned officers shall not be used as a substitute for regular officers currently assigned to patrol the Downtown Area.
- Officers assigned to serve the Program will work specifically assigned shift details exclusively for the Downtown Area in order to build a relationship with residents and businesses within the Downtown area.
- Officers assigned to serve the Program will not be utilized for calls outside of the Downtown Area unless an emergency situation arises as determined by the Police Chief. Assigned officers will have flexibility to adjust their work schedule and tactics to address a myriad of issues they will encounter within the Downtown Area. Tactical plans will remain fluid and Assigned officers will continuously analyze the issues and problems in the Downtown Area to ensure maximum effectiveness.
- Officers assigned to serve the Program will regularly patrol on foot, bike, ATV or other approved mobility device to provide a noticeable Downtown Area presence.
- Officers will be trained and become a "specialist" in problem solving issues that are prevalent in the Downtown Area.
- Officers assigned to serve the Program will provide outreach and education to Downtown businesses and residents with regard to crime prevention and public safety.
- Officers assigned to the Program will conduct regular patrols of Riverfront Park and Lee Wenner Park.
- Officers assigned to serve the Program may be required to provide enhanced parking enforcement within the Downtown Area and code enforcement related to vessels docking at Riverfront Park pursuant to Section 14-11 of the City Code.

- Officers will provide such other non-traditional services approved by the Agency Board and Police Chief as deemed necessary to provide enhanced law enforcement services within the Downtown Area.

PRIVATE SECURITY PERSONNEL AND PROGRAM SERVICES

To enhance public safety and support existing law enforcement efforts, the Agency may engage private security personnel to supplement community patrols within the geographical limits of the Downtown Area. All private security personnel engaged under this Program shall serve strictly as independent contractors, not as employees or agents of the City or Agency. Private security personnel shall not act or serve as a sworn law enforcement officer under any circumstances

Any assigned private security personnel utilized under the Program shall operate under the oversight of the Chief of Police and City Manager or their designees. While performing their duties, these contractors shall be subject to monitoring by the Cocoa police department to ensure alignment with community safety goals, adherence to applicable laws, and compliance with departmental protocols.

All observations, incidents, or relevant activities encountered during patrols shall be reported promptly and directly to the Chief of Police and City Manager or their designated representatives.

Private security personnel utilized for the Program will have responsibilities as determined by the Agency Board and City Manager and Police Chief pursuant to a written contract with the private security firm. The Program is intended to be flexible based on the law enforcement and security needs in the Downtown Area.

CITY COUNCIL DELEGATION OF AUTHORITY

The City Council hereby delegates authority to the City Manager and Police Chief to implement the operational aspects of the Program on the City of Cocoa's behalf and employ such personnel and resources as deemed reasonably necessary in furtherance of and consistent with this Program. The Agency Board is hereby empowered to implement the Program consistent with this Program, and may employ private security personnel in lieu of or supplemental to law enforcement personnel assigned under this Program.

CITY COUNCIL AND AGENCY RESERVATION

The City Council or Agency hereby reserve the right to suspend or terminate the Program at any time.

RESOLUTION NO.2025-095

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 Regular 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 2025-2026 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 9th day of December 2025.

Michael C. Blake, Mayor

ATTEST:

Monica Arsenault, City Clerk



City of Cocoa Budget Adjustment Form FY 2026- 025-IFT

SELECT ADJUSTMENT TYPE: Interfund Transfer				REQUESTING DEPARTMENT #: Cocoa CRA		DATE PREPARED: 12/2/25	
Revenue Accounts							
ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
\$ 88,000	001-0000-381-91-10		TRANSFER FROM / COCOA CRA (110)			\$ 88,000	
						\$ 0	
						\$ 0	
						\$ 0	
						\$ 0	
						\$ 0	
\$ 88,000	TOTAL						
Expense Accounts							
ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
\$ 88,000	001-2100-521-14-00		LAW ENFORCEMENT / OVERTIME			\$ 88,000	
						\$ 0	
						\$ 0	
						\$ 0	
						\$ 0	
						\$ 0	
\$ 88,000	TOTAL						
REASON/JUSTIFICATION FOR ADJUSTMENT:							
Part 2 of 2 Transfer of funds for the Cocoa CRA Community Policing Program. Approved by the Cocoa CRA at the 12-1-25 meeting Agenda 2025-1161							
City Council Approval Needed? Yes. ☒ No. ☐				DATE APPROVED: _____		RESOLUTION #: 2025-095	
City Council approval is needed for all transfers greater than \$75,000 and transfers between Departments / Funds. All CRA adjustments are required to go their respective boards.							
Charlene Neuterman Digitally signed by Charlene Neuterman Date: 2025.12.02 14:52:13 -05'00'		Zoie Badalov Digitally signed by Zoie Badalov Date: 2025.12.02 15:06:26 -05'00'					
Requestor's Signature		Finance Approval Signature				Finance Director's Signature	
Charlene Neuterman Digitally signed by Charlene Neuterman Date: 2025.12.02 14:52:57 -05'00'		Lora Howell Digitally signed by Lora Howell Date: 2025.12.02 15:10:48 -05'00'					
Department Director's Signature		Deputy Fin. Director's Signature				City Manager's Signature	
FINANCE USE ONLY:							
Date Entered: _____		Entered By: _____				Group #: _____	

CITY COUNCIL AGENDA ITEM

Memo Date: October 23, 2025
Agenda Date: December 9, 2025
File ID: 2025-1008
Prepared By: Tony Jones, Fleet Manager
Through: Abigail Morgan, Public Works Director
Requested Action: Approve and authorize the City Manager to execute a multi-year amendment to the vehicle and equipment parts management and supply agreement by and between Genuine Parts Company (dba NAPA Auto Parts) and the City of Cocoa, utilizing the Florida Sheriffs Association contract FSA-HCS-IBS1.0 – Integrated Business Solutions, through September 16, 2029; Approve a Blanket Purchase Order up to \$800,000 to Genuine Parts Company for FY-2026 vehicle and equipment-related parts and services purchases; Approve a Purchase Order for budgeted operating expenses up to \$160,500 for FY-2026; Authorize the City Manager to approve fiscal year Change Orders up to the budgeted amount throughout the duration of the agreement.

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. That contract expired in September 2025.

In September 2025, a new contract was awarded to Genuine Parts Company through the Florida Sheriffs Association (FSA) under FSA-HCS-IBS1.0: Integrated Business Solutions, with Hillsborough County Sheriff's Office serving as the host procurement agency. The contract was awarded on September 17, 2025, and is effective through September 16, 2029.

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 this agreement, the Fleet Division obtains service and repair parts for the City's 500+ vehicles and equipment.

As part of this contract, the Cocoa Fleet shop is equipped with a satellite NAPA Parts Store (#498) and a dedicated NAPA Parts Clerk. This on-site store maintains an inventory of over 600 individual parts valued at over \$350,000, enabling rapid access to parts and reducing vehicle and equipment downtime.

NAPA IBS Store #498 has access to all NAPA stores and four distribution centers across Florida. NAPA also holds contracts with major OEMs including Ford, GM, and

Dodge, and passes volume-based savings on to its IBS customers. There are currently 68 Government IBS locations in Florida, including four in Brevard County, from which Cocoa can source parts.

NAPA's IBS program includes a fleet of delivery trucks and vans that support daily logistics. The City is only charged for parts actually used, with no markup—costs are passed through directly. The Blanket Purchase Order allows the Fleet Division to pay monthly invoices and allocate costs to departments based on usage.

Parts are billed monthly to:

- Department 4600 – Repair and Maintenance of Equipment
- Department 4603 – Repair and Maintenance of Vehicles

The NAPA IBS system (TAMS – Total Automotive Management System) integrates with the City's Faster Fleet Asset Management System, allowing parts to be directly linked to work orders and vehicles. This integration supports accurate tracking, accountability, and cost control.

Staff recommends approval of the amendment and associated purchase orders to continue utilizing NAPA Auto Parts under the FSA-HCS-IBS1.0 contract. This agreement provides a proven, cost-effective, and operationally efficient solution for managing the City's fleet parts inventory and procurement. The integrated system reduces downtime, improves service delivery, and ensures compliance with public procurement standards through a competitively awarded cooperative contract.

PRIORITY AREA CONNECTION:

Organizational Effectiveness

BUDGETARY IMPACT:

Budgeted? Yes

Source/Use of Funds

Account Number

Amount

001-3540-519.3100, Contracts and Services — \$160,500

Departmental 4600 Repair & Maintenance Equipment & 4603 Repair & Maintenance Vehicle

ACCOUNT NUMBER	DEPART#	BUDGET
001-1203-516-4603	1203	\$797
001-1510-513-4603	1510	\$2,781
001-2100-521-4603	2100	\$286,423

001-2200-522-4603	2200	\$3,899
001-2201-522-4603	2201	\$151,188
001-3200-515-4603	3200	\$885
001-3232-524-4603	3232	\$3,726
001-3500-519-4603	3500	\$846
001-3510-541-4603	3510	\$14,908
001-3520-572-4603	3520	\$14,000
001-3540-519-4603	3540	\$1,925
001-3560-519-4603	3560	\$11,575
107-3200-524-4603	3200	\$3,843
421-1515-536-4603	1515	\$42,935
421-4010-536-4603	4010	\$6,499
421-4020-536-4603	4020	\$47,930
421-4025-536-4603	4025	\$171,248
421-4055-536-4603	4055	\$6,090
421-4120-536-4603	4120	\$5,012
421-4125-536-4603	4125	\$45,733
423-3570-538-4603	3570	\$47,907
	Total	\$870,150

ACCOUNT NUMBER	DEPARTMENT#BUDGET	PROJECT NUMBER
001-3510-541-4600	3510 \$6,700	PWSTRT
001-3520-572-4600	3520 \$8,000	
421-4020-536-4600	4020 \$75,000	DY20EQ
421-4025-536-4600	4025 \$90,000	WS08EQ
421-4120-536-4600	4120 \$261,360	
421-4125-536-4600	4125 \$30,000	WS08EQ
423-3570-538-4600	3570 \$30,000	PWSTRM
	TOTAL \$501,060	

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Approve and authorize the City Manager to execute a multi-year amendment to the vehicle and equipment parts management and supply agreement by and between Genuine Parts Company (dba NAPA Auto Parts) and the City of Cocoa, utilizing the Florida Sheriffs Association contract FSA-HCS-IBS1.0 – Integrated Business Solutions,

through September 16, 2029; Approve a Blanket Purchase Order up to \$800,000 to Genuine Parts Company for FY-2026 vehicle and equipment-related parts and services purchases; Approve a Purchase Order for budgeted operating expenses up to \$160,500 for FY-2026; Authorize the City Manager to approve fiscal year Change Orders up to the budgeted amount throughout the duration of the agreement.

**AMENDMENT TO VEHICLE AND EQUIPMENT PARTS MANAGEMENT AND
SUPPLY AGREEMENT
BY AND BETWEEN
GENUINE PARTS COMPANY
AND
CITY OF COCOA**

THIS **AMENDMENT TO INTEGRATED SUPPLY AGREEMENT** (this “Amendment”) is entered into this ___ day of _____, 2025 (the “Amendment Effective Date”) by and between **GENUINE PARTS COMPANY**, a Georgia corporation (“NAPA”) and **CITY OF COCOA** (“CUSTOMER”).

WHEREAS, NAPA and the Hillsborough County Sheriff’s Office (“HCSO”) with the Florida Sheriffs Association (“FSA”) acting through its Cooperative Purchasing Program (“CPP”) as the administrative entity previously entered into that certain Master Agreement awarded September 17, 2024 which is effective through September 16, 2029 (the “Master Agreement”) following issuance of a Request for Proposal (“RFP”) issued June 16, 2024, pursuant to which the HCSO selected NAPA for award following the RFP pursuant to which the HCSO sought proposals for the purchase of Fleet and Facility Related Vendor Managed Inventory and Logistics Management Solutions and Related Services, which Master Agreement remains in full force and effect;

WHEREAS, the laws of the State of Florida and the CUSTOMER provide authority for the CUSTOMER to select and contract through the use of the competitive bid process of any contract as an exception to the otherwise required formal bidding process, which includes the Master Agreement; and

WHEREAS, the CUSTOMER and NAPA previously entered into that certain Integrated Supply Agreement, as amended (the “Agreement”), a copy of which is attached hereto and incorporated herein by reference, pursuant to which NAPA has provided integrated business solutions services to CUSTOMER as contemplated by the Master Agreement; and

WHEREAS, the CUSTOMER desires to establish a source of supply as contemplated by the Master Agreement and to become an Eligible Purchaser thereunder utilizing the terms of the Agreement as the “supplemental agreement” contemplated by the Master Agreement.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto agree as follows:

1. Defined Terms. All capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement or the Master Agreement.

2. Term. The parties hereby agree to extend the term of the Agreement until the expiration, termination or non-renewal of the Master Agreement. The Agreement shall terminate automatically upon the termination, for any reason, of the Master Agreement; provided that in

the event the FSA awards to NAPA a successive contract for substantially the same products and services, the Agreement ~~may shall~~ be ~~automatically~~ extended for the term of such successive Master Agreement by mutual written agreement of the parties. Notwithstanding the foregoing, either party may terminate the Agreement at any time for its convenience by giving the other party sixty (60) days prior written notice of such termination.

3. E-Verify. Pursuant to section 448.095, Florida Statutes, NAPA 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. NAPA must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from NAPA 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 Agreement, and shall result in the immediate termination of the Agreement without penalty to the CUSTOMER. If NAPA utilizes Subcontractors the following shall apply:

a. NAPA 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. NAPA 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. NAPA shall provide a copy of all subcontractor affidavits to the CUSTOMER upon receipt and shall maintain a copy for the duration of the Agreement.

4. Trafficking. As a condition of this Agreement, NAPA shall attest under penalty of perjury that NAPA 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 CUSTOMER. NAPA 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.

NAPA understands and affirms that Section 787.06(13), Florida Statutes, prohibits the CUSTOMER from executing, renewing, or extending a contract with an entity that uses coercion for labor or services.

5. Entities of Foreign Countries of Concern. NAPA certifies, affirms, and herein represents that, if the Services involve access to an individual's personal identifying information, NAPA 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 NAPA's business; and (c) NAPA 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.

3.6. Conflict. Except as hereby amended, the Agreement shall remain unchanged in full force and effect, and the Agreement remains enforceable against each of the parties and is hereby ratified and acknowledged by each of the parties. If there is any conflict between the terms and provisions of the Agreement and the terms and provisions of this Amendment, this Amendment shall control.

4.7. Counterparts. This Amendment may be executed in one or more counterparts and each counterpart shall, for all purposes, be deemed an original, but all such counterparts shall together constitute but one and the same instrument.

[Signatures Appear on Next Page]

IN WITNESS WHEREOF, the parties hereto cause their hands and seals to be affixed by their duly-authorized representatives effective as of the date and year first above written.

NAPA:

GENUINE PARTS COMPANY

By: _____

Name: _____

Title: _____

CUSTOMER:

CITY OF COCOA

By: _____

Name: _____

Title: _____

INTEGRATED SUPPLY AGREEMENT

BY AND BETWEEN

GENUINE PARTS COMPANY

AND

THE CITY OF COCOA, FL

**INTEGRATED SUPPLY AGREEMENT
BY AND BETWEEN
GENUINE PARTS COMPANY
AND
CITY OF COCOA**

THIS INTEGRATED SUPPLY AGREEMENT (this "Agreement") is made by and between **GENUINE PARTS COMPANY**, a Georgia corporation (d/b/a NAPA Auto Parts) ("NAPA"), and the **CITY OF COCOA**, a Florida municipal corporation, ("CUSTOMER"), to be effective as of the 24th day of July, 2018 (the "Effective Date").

W I T N E S S E T H

WHEREAS, pursuant to a competitive bidding and selection process by the National Joint Powers Alliance (hereinafter, "NJPA"), a Minnesota-based Service Cooperative created by Minnesota Legislative Statute 123A.21, NJPA and NAPA executed contract #061015 on July 21, 2015 (hereinafter, "NJPA Contract"), attached hereto as Exhibit C, to establish a source of supply for certain auto, truck and bus parts as well as to provide Integrated Business Solutions services; and

WHEREAS, by becoming a participating member of NJPA (hereinafter, "Member"), the State of Florida and its related entities (hereinafter, "User Agencies") are authorized to utilize the pricing and incentives available to NJPA Members set forth in the NJPA Contract; and

WHEREAS, CUSTOMER desires to become a User Agency under such NJPA Contract and desires to receive integrated business solutions services from NAPA; and

WHEREAS, CUSTOMER and NAPA agree that the NJPA Contract is a vehicle by which CUSTOMER may contract directly with NAPA for parts and services, but that the terms and conditions of this Agreement and not the terms and conditions of the NJPA Contract shall govern the relationship of the parties; and

WHEREAS, NAPA desires to provide integrated business solutions services and to establish inventories in CUSTOMER's locations to service the fleet parts needs of CUSTOMER and to serve as the primary supplier of automotive replacement parts and other supplies and/or equipment (the "Inventory") to serve the needs of CUSTOMER; and

WHEREAS, CUSTOMER desires to provide space for the Inventory on the premises of CUSTOMER for use by NAPA ("On Site Store") and agrees that NAPA will be its primary supplier of the Inventory pursuant to the terms herein.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto agree as follows:

AGREEMENT

1. **DEFINITIONS.** For purposes of this Agreement, the following terms shall have the meanings set forth below:

- (a) ***Primary Supplier*** shall mean the parts supplier that provides a minimum of ninety percent (90%) of the Inventory needs of CUSTOMER.
- (b) ***NAPA Owned Store*** shall mean an auto parts store lawfully using the tradename or trademark "NAPA" which is wholly owned by NAPA.
- (c) ***NAPA Jobber*** shall mean an auto parts store lawfully using the tradename or trademark "NAPA" with respect to which NAPA maintains no ownership interest.

2. **CUSTOMER'S CURRENT LOCATIONS.** NAPA will establish On Site Store(s) at the CUSTOMER'S following location(s):

301 Shearer Blvd., Cocoa, FL 32922
Fleet Manager: Tony Jones

Additional locations of the CUSTOMER may be added to this Agreement but only by a written amendment executed and agreed to by both the CUSTOMER and NAPA.

3. **TERM.** This Agreement shall begin the date this Agreement is fully executed and shall end when the NJPA Contract terminates or expires, or when terminated earlier in accordance with the applicable terms and conditions stated herein. As the NJPA Contract is renewed or extended, this Agreement may be renewed or extended for a period of time equal to or shorter than the period of time the NJPA Contract is renewed or extended upon the mutual written agreement of the Parties. This Agreement shall terminate automatically upon the termination, for any reason, of the NJPA Contract. Notwithstanding the foregoing, either party may terminate this Agreement at any time for its convenience by giving the other party sixty (60) days prior written notice of such termination.

4. **DUTIES AND RESPONSIBILITIES OF NAPA.** NAPA shall have the following duties and responsibilities during the term of this Agreement:

(a) NAPA will operate the On Site Store(s) and provide the Inventory to CUSTOMER's now existing locations. NAPA shall provide all personnel required to operate the On Site Store(s).

(b) In those circumstances when delivery is required by CUSTOMER, NAPA will provide parts to CUSTOMER's locations on a daily route basis. In addition, NAPA will accelerate delivery on those items CUSTOMER requires to be delivered on an expedited basis. NAPA will make all reasonable efforts to ensure prompt delivery to the CUSTOMER's location(s) requesting part(s).

(c) NAPA shall provide all computers and reports necessary to monitor monthly expenses as they pertain to the daily operation of the On Site Store(s). NAPA shall provide computer ordering and cataloging to each On Site Store.

(d) NAPA shall provide a profit and loss statement of the parts operations to the CUSTOMER on approximately the 25th of each month for each On Site Store.

(e) NAPA shall provide back-up emergency service during non-working hour contingencies. This overtime expense (calculated at time and one half) will be charged on a cost basis to CUSTOMER, and must be pre-approved by CUSTOMER. The parties shall mutually agree upon the pre-approval process for such emergency situations. NAPA will provide a list of personnel, including telephone numbers, who will respond to emergency service requests.

5. **DUTIES AND RESPONSIBILITIES OF CUSTOMER.** CUSTOMER shall have the following duties and responsibilities during the term of this Agreement:

(a) CUSTOMER shall provide, at its sole expense, usable space for NAPA's On Site Store(s) and the Inventory. CUSTOMER shall provide access to restroom facilities for NAPA employees. Further, CUSTOMER shall furnish, at its sole expense, all utilities for the On Site Store(s) including: water, sanitation, sewer, light, telephone, heat, gas, electricity, power, fuel, janitorial and all other utilities and services rendered or delivered to the On Site Store(s) whatsoever. CUSTOMER shall provide NAPA a safe work environment that is free from hostility, violence, or discrimination. NAPA reserves the right to terminate the contract immediately should NAPA encounter a hostile, violent, discriminatory, or unsafe work environment.

(b) CUSTOMER shall use NAPA as its Primary Supplier of the Inventory under this Agreement. CUSTOMER reserves the right to purchase any item outside this Agreement where it is determined to be more economical or timely so long as the purchase of aforesaid part or parts does not result in NAPA no longer being CUSTOMER's Primary Supplier in which case NAPA may terminate this Agreement.

(c) Each On Site Store location shall be appropriately secured or otherwise maintained separate and apart from the business of CUSTOMER. There shall be no intermingling of CUSTOMER's parts or other inventory with NAPA's parts or inventory.

Access to the secured On Site Store(s) shall be restricted to NAPA employees and authorized NAPA representatives only. CUSTOMER'S employees, contractors or agents shall not be permitted to enter the secured On-Site Store area unless accompanied by a NAPA employee or other authorized NAPA representative.

(d) CUSTOMER shall, at all times during the term of this Agreement, at CUSTOMER'S sole expense, maintain in good condition and repair (so as to prevent any damage or injury to NAPA's employees, the Inventory or other personal property located in the On Site Store(s)) the roof, exterior walls, foundation, and structural portions of the On Site Store(s) and all portions of the electrical and plumbing systems lying outside of the On Site Store(s) but serving the On Site Store(s).

(e) CUSTOMER shall provide information regarding fleet changes to NAPA as soon as possible. Fleet changes include but are not limited to the removal of types of vehicles from the fleet and the addition of new vehicles to the fleet.

6. **ALTERNATIVE SUPPLIERS.** Each On Site Store may be serviced by a NAPA Owned Store or a NAPA Jobber. CUSTOMER acknowledges that whether it will be serviced by a NAPA Owned Store or a NAPA Jobber will be determined by NAPA, in its sole discretion, and that if CUSTOMER is to be serviced by a NAPA Jobber, then such NAPA Jobber must evidence its desire to abide by the terms of this Agreement by entering into an Assignment in the form of Exhibit A hereto.

7. **PAYMENT TERMS/PRICING.** NAPA shall invoice the CUSTOMER for all Inventory purchased pursuant to this Agreement on a monthly basis according to the pricing plan below. CUSTOMER agrees to pay the entire amount of all statements received from NAPA by the 25th day of the month following receipt of any such statement. If CUSTOMER has not paid the entire amount of all statements received from NAPA within 10 days of the 25th day of the month following receipt of such invoice, CUSTOMER shall be put on COD until such amount is paid in full. No prompt pay discount is available under this Agreement.

There are two pricing options available to CUSTOMER. The pricing option for *this* Agreement must be indicated by CUSTOMER initials, below.

CUSTOMER INITIALS:

QJW
~~*[Signature]*~~
[Signature]

The overall goal of CUSTOMER's pricing plan is to achieve a ten percent (10%) net profit for NAPA (the "Net Profit Target") by adjusting the pricing of two elements:

- (a) **Product Costs.** The pricing of the Inventory to be supplied to CUSTOMER by NAPA pursuant to this Agreement. Product Costs shall be further divided into "**NAPA Product Costs**," which is the pricing of NAPA supplier manufactured products, and "**Non-NAPA Product Costs**," which is the pricing of products which have not been manufactured by NAPA suppliers but which have been acquired for CUSTOMER by NAPA pursuant to this Agreement.
- (b) **Operational Costs.** Any and all costs and expenses associated with the operation of the On Site Store(s), including, but not limited to, vehicle gas and maintenance costs, salary and benefits payable to NAPA employees at the On Site Store(s), worker's compensation benefits and insurance, unemployment insurance, personal property insurance for the On Site Store(s) and Inventory, any deductible for losses covered under the personal property, automobile liability, or general liability insurance policies of NAPA, all equipment supplied by NAPA, Corporate Allocation Expenses (as defined below), inventory investment expense, pension funding costs, executive fees, accounting fees, general office expenses, and shared service expenses. An example of a profit and loss statement reflecting such costs and expenses is attached hereto as Exhibit B. CUSTOMER acknowledges and agrees that the costs and expenses reflected on the profit and loss statement set forth on Exhibit B are subject to change based on actual monthly costs, expenses or Corporate Allocation Expenses incurred relative to the operation of the On Site Store(s). To achieve economies of scale, NAPA utilizes certain headquarter and corporate personnel to assist in the performance of this Agreement. As a result, each On Site Store location is charged a corporate allocation expense ("Corporate Allocation Expense") which is calculated as a percentage of sales for each contract year. As such, there is not a supportive invoice for such expenses other than an annual allocation rate statement. This Corporate Allocation Expense allows NAPA to have fewer employees performing routine general administrative tasks such as paper work and filing at the On Site Store(s), allowing NAPA counter personnel to focus more attention on serving the On-Site Store operations, and maximizing on-site cost efficiency.

PRICING PLAN SUMMARY

NAPA Product Costs	Billed to CUSTOMER on a "9074 NAPA Pricing Profile"
Non-NAPA Product Costs	Billed to CUSTOMER at a 25% gross profit rate (gross profit is acquisition cost divided by .75)

Operational Costs	Paid entirely by NAPA
Net Profit Target	Amounts will be refunded or charged based on the failure or achievement of an overall 10% net profit for the previous month.

NAPA Product Costs shall be billed to CUSTOMER based on a "9074 NAPA Pricing Profile" which has been provided to CUSTOMER in connection with this Agreement. Non-NAPA Product Costs shall be billed by NAPA to yield a gross profit of twenty-five percent (25%). All Operational Costs shall be borne by NAPA.

Sales at each On Site Store location will be reviewed after the first ninety (90) days of operation and on a month by month basis thereafter to ensure a ten percent (10%) net profit for NAPA. If monthly sales at each On Site Store, independently as opposed to in the aggregate, are producing more than a ten percent (10%) net profit for NAPA, NAPA will pay to CUSTOMER, via a refund check, the overage. Conversely, if NAPA's net profit for the preceding month is less than ten percent (10%), NAPA will bill CUSTOMER for the deficiency.

CUSTOMER and NAPA mutually agree that CUSTOMER'S maximum payment obligation pursuant to this profit guarantee shall be set at \$ 50,000; and CUSTOMER has encumbered such amount to cover this potential liability. The parties agree to mutually work together to adjust the amount if such amount must be increased during the term of the contract. CUSTOMER INITIALS: [Signature] WJD

In addition, NAPA may use any sub-contractor for the procurement of "outside" purchases or services (i.e., those parts or services not traditionally stocked or performed by NAPA), and CUSTOMER will be billed an additional charge for any such purchases so as to yield NAPA a twenty-five percent (25%) gross profit on such purchases. CUSTOMER must provide pre-approval in writing for such outside purchases. CUSTOMER is solely responsible for improper or inappropriate instructions by CUSTOMER's employees to NAPA regarding NAPA's purchases of nontraditional parts or services, unless CUSTOMER provided prior written notice to NAPA of parts or services that may not be procured by NAPA in relation to this Agreement.

CUSTOMER INITIALS: [Signature] WJD

The overall goal of CUSTOMER's pricing plan is to achieve a ten percent (10%) net profit for NAPA (the "Net Profit Target") by adjusting the pricing of two elements:

- (a) **Product Costs.** The pricing of the Inventory to be supplied to CUSTOMER by NAPA pursuant to this Agreement. Product Costs shall be further divided into "**NAPA Product Costs**," which is the pricing of NAPA supplier manufactured products, and "**Non-NAPA Product Costs**," which is the pricing of products which have not been manufactured by

NAPA suppliers but which have been acquired for CUSTOMER by NAPA pursuant to this Agreement.

- (b) **Operational Costs.** Any and all costs and expenses associated with the operation of the On Site Store(s), including, but not limited to, vehicle gas and maintenance costs, salary and benefits payable to NAPA employees at the On Site Store(s), worker's compensation benefits and insurance, unemployment insurance, personal property insurance for the On Site Store(s) and Inventory, any deductible for losses covered under the personal property, automobile liability, or general liability insurance policies of NAPA, all equipment supplied by NAPA, Corporate Allocation Expenses (as defined below), inventory investment expense, pension funding costs, executive fees, accounting fees, general office expenses, and shared service expenses. An example of a profit and loss statement reflecting such costs and expenses is attached hereto as Exhibit B. CUSTOMER acknowledges and agrees that the costs and expenses reflected on the profit and loss statement set forth on Exhibit B are subject to change based on actual monthly costs, expenses or Corporate Allocation Expenses incurred relative to the operation of the On Site Store(s). To achieve economies of scale, NAPA utilizes certain headquarter and corporate personnel to assist in the performance of this Agreement. As a result, each On Site Store location is charged a corporate allocation expense ("Corporate Allocation Expense") which is calculated as a percentage of sales for each contract year. As such, there is not a supportive invoice for such expenses other than an annual allocation rate statement. This Corporate Allocation Expense allows NAPA to have fewer employees performing routine general administrative tasks such as paper work and filing at the On Site Store(s), allowing NAPA counter personnel to focus more attention on serving the On-Site Store operations, and maximizing on-site cost efficiency.

PRICING PLAN SUMMARY

NAPA Product Costs	Billed to CUSTOMER at a 10% gross profit rate (gross profit is store acquisition cost divided by .90)
Non-NAPA Product Costs	Billed to CUSTOMER at a 10% gross profit rate (gross profit is acquisition cost divided by .90)
Operational Costs	Billed to CUSTOMER in accordance with Section 7(b) above.
Net Profit Target	10% net profit for NAPA

Both NAPA Product Costs and Non-NAPA Product Costs shall be set by NAPA to yield a gross profit of ten percent (10%). Operational Costs will be charged to CUSTOMER in accordance with Section 7(b) above, with all such charges for

Operational Costs to be included in CUSTOMER's monthly billing statement. CUSTOMER will be billed at the end of each month for Operational Costs on an "in arrears" basis.

CUSTOMER and NAPA mutually agree that CUSTOMER'S maximum payment obligation pursuant to this profit guarantee shall be set at \$ amend.; and CUSTOMER has encumbered such amount to cover this potential liability. The parties agree to mutually work together to adjust the amount if such amount must be increased during the term of the contract. CUSTOMER INITIALS [Signature] [Signature]

In addition, NAPA may use any sub-contractor for the procurement of "outside" purchases or services (i.e., those parts or services not traditionally stocked or performed by NAPA), and CUSTOMER will be billed an additional charge for any such purchases so as to yield NAPA a ten percent (10%) gross profit on such purchases. CUSTOMER must provide pre-approval in writing of such outside purchases. CUSTOMER is solely responsible for improper or inappropriate instructions by CUSTOMER's employees to NAPA regarding NAPA's purchases of nontraditional parts or services, unless CUSTOMER provided prior written notice to NAPA of parts or services that may not be procured by NAPA in relation to this Agreement.

8. INSURANCE.

(a) CUSTOMER is a state agency and is self-insured for liability and workers compensation through the Department of Administrative Services. CUSTOMER shall provide to NAPA, upon execution of this Agreement, a copy of all Certificates of Insurance evidencing the insurance coverages above.

(b) NAPA shall maintain during the term of this Agreement worker's compensation insurance coverage for its employees located at the On Site Store(s) in amounts required by law. In addition, NAPA shall maintain personal property insurance during the term of this Agreement in an amount sufficient to cover any loss or damage to the Inventory and any other personal property owned by NAPA that is located at the On Site Store(s).

(c) The insurance policies in this section required to be held by each party shall contain a waiver of subrogation against the other party.

(d) Neither CUSTOMER nor the Department of Administrative Services shall procure or provide insurance for NAPA property or Inventory.

9. NO LIENS.

(a) CUSTOMER warrants that it shall take no action, including but not limited to the granting of a security interest, or fail to take any action, which would operate or does operate in any way to encumber the Inventory of NAPA located in the On Site Store(s).

(b) CUSTOMER grants NAPA a power of attorney to execute such documents as are necessary to protect NAPA's interest in the Inventory on consignment on CUSTOMER's premises, including any UCC-1 statements.

10. **PERSONNEL.** NAPA and CUSTOMER shall attempt in good faith to mutually agree upon the identity of the persons that will be selected to staff the On Site Store(s). In the event that CUSTOMER for any reason wishes to remove or replace any of the NAPA personnel in the On Site Store(s), the parties will attempt to resolve CUSTOMER's request by mutual agreement.

11. **WARRANTY/LIABILITY DISCLAIMER.** All products supplied pursuant to this Agreement are subject to the terms of written warranties provided by the manufacturer of each product, and NAPA shall use reasonable commercial efforts to assist the CUSTOMER in processing all warranty claims that the CUSTOMER may have against a manufacturer. The manufacturer's warranty will be the sole and exclusive remedy of the CUSTOMER in connection with any claims concerning the products supplied to CUSTOMER pursuant to this Agreement. ALL OTHER WARRANTIES, BOTH EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED. Copies of the manufacturers' warranties are available to CUSTOMER upon request.

For suppliers (or categories of suppliers) of Non-NAPA products that CUSTOMER instructs NAPA to utilize or consider for future purchases, NAPA is under no obligation to (and NAPA disclaims all liability in connection with) investigate product quality, management, ownership, reputation, certifications, qualifications, price competitiveness, or any other related characteristics of the products, individuals or entities at issue.

12. **TERMINATION FOR CAUSE.** This Agreement may be terminated immediately, unless otherwise stated in this Section 12, by either party for cause:

(a) In the event that the other party fails or refuses to pay any amounts due under this Agreement and such failure continues for ten (10) days;

(b) In the event that the other party fails or refuses to perform any other obligation required under this Agreement, and such failure or refusal continues for thirty (30) days after written notice thereof; or

(c) In the event that the other party files any bankruptcy petition, has any bankruptcy petition filed against it, makes any assignment of its assets for the benefit of creditors, or admits in writing its inability to pay its debts as they become due.

13. **EFFECT OF TERMINATION.** Immediately upon termination of this Agreement by either party for any reason:

(a) All duties, responsibilities and other obligations of each party hereunder shall terminate, except for the payment of any amounts due and owing to NAPA at the time of termination.

(b) Each party shall immediately return to the other party all equipment, software, books, records, tools and any other personal property owned by the other party that are in such party's possession. CUSTOMER shall allow NAPA full and unrestricted access to enter into the On Site Store(s) and immediately remove all equipment and other items of personal property owned by NAPA without being deemed guilty of trespass or any other violation of the law. All inventory records, sales history, sales analysis and all other information generated by NAPA under this Agreement will be returned to CUSTOMER.

Nothing contained in this Section shall be deemed a waiver of, or in any other manner impair or prejudice, any other legal rights that either party may have against the other party for any breach of this Agreement. The provisions and obligations of Sections 9, 11, 14, 15, 18, and 20 shall survive the termination of this Agreement for any reason.

14. **BUY-BACK OF INVENTORY.** Upon termination, expiration, or non-renewal of this Agreement, NAPA shall have the option to require CUSTOMER to purchase all non-NAPA branded Inventory owned by NAPA and located in the On Site Store(s) at NAPA's current acquisition cost, and CUSTOMER shall have the option to purchase all NAPA branded Inventory, owned by NAPA and located in the On Site Store(s) at NAPA's current acquisition cost.

CUSTOMER INITIALS: 

15. **CHANGE OF CONTROL.** NAPA may unilaterally terminate this Agreement by giving thirty (30) days written notice to CUSTOMER upon the occurrence of any one or more of the following events:

- (a) A change in the management or ownership of CUSTOMER;
- (b) A sale, lease, assignment or other transfer of CUSTOMER'S business or assets, whether through a stock purchase, merger, asset purchase, or other similar transaction, of at least a ten percent (10%) interest therein.

16. **LANDLORD CONSENT AND WAIVER.** Not Applicable.

17. **INDEMNIFICATION.** NAPA shall be responsible for and shall indemnify and hold CUSTOMER harmless from and against all damages, claims or

demands that may, during the term of this Agreement, arise or be occasioned by the negligent or intentional acts of NAPA or NAPA's employees.

18. **NOTICES.** Whenever any notice, demand or request is required or permitted hereunder, such notice, demand or request shall be hand-delivered in person or sent via facsimile, by overnight mail through a reputable service, or by certified mail, return receipt requested, to the addresses set forth below:

As to NAPA: Space Coast Auto Supply, Inc.
 4 N Cocoa Blvd
 Cocoa, FL 32922
 Attn: Dan Dvorak
 Telephone: (321) 633-5585
 Fax: (321) 633-5560

As to CUSTOMER: City of Cocoa
 65 Stone Street
 Cocoa, FL 32922
 Attn: City Manager
 Telephone: (321) 433-8800

Each such notice shall be deemed delivered (i) on the date of receipt if delivered by hand, overnight courier service or if sent by facsimile, or (ii) on the date three (3) business days after depositing with the United States Postal Service if mailed by registered or certified mail. Either party may change its address specified for this notice by giving the other party at least ten (10) days written notice in accordance with this Section 18.

19. **FORCE MAJEURE / DAMAGE OF PREMISES.**

(a) Whenever performance by either party of any of their respective obligations (other than the obligation to make payment of money due hereunder) is substantially prevented by reason of any act of God, other industrial or transportation disturbance, fire, floods, riots, acts of enemies, national emergencies or by any other cause not within the reasonable control of such party and not occasioned by its negligence, then such performance shall be excused and the performance of such obligations under this Agreement shall be suspended for the duration of such prevention and for a reasonable time thereafter.

(b) NAPA may terminate this Agreement immediately in the event that the CUSTOMER's premises are damaged by any casualty, or such portion of the premises is condemned by any legally constituted authority, such as will make the CUSTOMER's premises unusable for the On Site Store(s) in the reasonable judgment of NAPA.

20. **SUCCESSORS AND ASSIGNS.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective officers, directors, employees, successors and assigns. Notwithstanding the foregoing,

the rights and obligations of either party to this Agreement may not be assigned without the prior written consent of the other party hereto, which consent shall not be unreasonably withheld.

21. **AMENDMENTS.** No amendment to this Agreement shall be binding on either party hereto unless such amendment is in writing and executed by both parties with the same formality as this Agreement is executed.

22. **NO WAIVER OF RIGHTS.** No failure of either party hereto to exercise any power given such party hereunder or to insist upon strict compliance by the other party to its obligations hereunder, and no custom or practice of the parties in variance with the terms hereof, shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

23. **LIMITATIONS ON RIGHTS OF THIRD PARTIES.** All obligations of a party under this Agreement are imposed solely and exclusively for the benefit of the parties, and no other person shall, under any circumstances, be deemed to be a beneficiary of such obligations.

24. **INDEPENDENT CONTRACTOR.** The parties hereto are independent contractors. Nothing in this Agreement shall create or shall be deemed to create any fiduciary relationship or the relationship of principal and agent, partnership, joint venturers or any other similar or representative relationship between the parties hereto.

25. **CHOICE OF LAW.** This Agreement shall be construed and interpreted under the laws of the State of Georgia.

26. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts and each counterpart shall, for all purposes, be deemed an original, but all such counterparts shall together constitute but one and the same instrument.

27. **SECTION HEADINGS.** Section titles or captions contained herein are inserted only as a matter of convenience for reference and in no way define, limit, extend, or describe the scope hereof or the intent of any provision hereof.

28. **SEVERABILITY.** In the event any part of this Agreement shall be finally determined by a court of law to be illegal or unenforceable for any reason, then that illegal or unenforceable part shall be severed from the Agreement, and the remaining terms shall continue in full force and effect.

29. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement of the parties hereto and no prior representation, inducement, promise or agreement, oral or written, between the parties not embodied herein shall be of any force and effect.

30. AMENDMENT TO INTEGRATED SUPPLY AGREEMENT.

Simultaneous with the execution of this Agreement, NAPA and CUSTOMER shall execute that certain Amendment to Integrated Supply Agreement dated as of even date herewith, attached hereto as Exhibit D.

[Signatures Appear on Next Page]

IN WITNESS WHEREOF, the parties hereto cause their hands and seals to be affixed by their duly-authorized representatives effective as of the date and year first above written.

GENUINE PARTS COMPANY

By: 
Name: Patrick Wolfe
Title: Southeast Division Vice President

CITY OF COCOA

By: 
Name: John Titkanich
Title: City Manager

EXHIBIT A
ASSIGNMENT

See attached.

ASSIGNMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, GENUINE PARTS COMPANY, a Georgia corporation (hereinafter "Assignor"), hereby assigns, transfers, sets over and delivers to [JOBBER/POP], a Space Coast Auto Supply, Inc. (hereinafter "Assignee"), all of Assignor's rights, obligations and interest, including any options to renew or extend the contract term, in those certain location(s) as set forth below, as governed by the Integrated Supply Agreement dated 7.24, 2018 by and between Genuine Parts Company and City of Cocoa, FL (the "Integrated Supply Agreement").

Location(s): 65 Stone St., Cocoa, FL 32922

Assignee hereby accepts the assignment of the Integrated Supply Agreement, agrees to provide the services and perform all other obligations required to be performed by "NAPA" in said Integrated Supply Agreement at the times and in the manner set forth in said Integrated Supply Agreement, and shall be bound by all other terms, covenants and conditions of said Integrated Supply Agreement with regard to the location(s) set forth above, all with the same force and effect as if Assignee were originally named as "NAPA" therein.

[CUSTOMER] hereby consents to the above assignment of the Integrated Supply Agreement on the terms set forth herein.

The parties hereto agree that the assignment as set forth herein shall be effective as of midnight on 7/24, 2018.

IN WITNESS WHEREOF, the undersigned have set their hands this 24th day of July 2018.

ASSIGNOR:

ASSIGNEE:

GENUINE PARTS COMPANY

Space Coast Auto Supply, Inc. [JOBBER]

By: Patrick Wolfe

By: Dan Dvorak

Name: Patrick Wolfe

Its: Southeast Division Vice President

Its: President

Agreed and acknowledged: City of Cocoa, FL [CUSTOMER]

By: John Titkanich

Name: John Titkanich

Its: City Manager

EXHIBIT B

SAMPLE PROFIT AND LOSS STATEMENT

[NOTE TO DRAFT: PROFIT AND LOSS STATEMENT HAS BEEN UPDATED/REVISED]

Estimated Operating Expenses					
Projection	Monthly Performa	% to SALES	Annual Performa	% to SALES	
SALES	50,000		600,000		
Less Cost of Sales	50,000	100.00%	600,000	100.00%	Parts Bill For Customer (Parts Billed at Cost +0%)
Sales Less Cost	0	0.00%	0	0.00%	
Less Handling Chrg	0	0.00%	0	0.00%	
GROSS PROFIT	0	0.00%	0	0.00%	
Advertising	0	0.00%	0	0.00%	
Net Salaries	0	0.00%	0	0.00%	
Travel	0	0.00%	0	0.00%	
Sales - Misc.	0	0.00%	0	0.00%	
G.M. Travel	0	0.00%	0	0.00%	
TOTAL SALES EXP.	0	0.00%	0	0.00%	
SALARIES - EXEC.	0	0.00%	0	0.00%	
PAYROLL - Acct.	450	0.90%	5,400	0.90%	Accounting & Data Processing Fee
-General Office	375	0.75%	4,500	0.75%	Fixed Expense @ .75% of sales
-Counter - J. S.	3,000	6.00%	36,000	6.00%	1 Parts Manager
-Delivery	0	0.00%	0	0.00%	No Drivers
TOTAL PAYROLL	3,825	7.65%	45,900	7.65%	
Bad Debts	0	0.00%	0	0.00%	
data proc	0	0.00%	0	0.00%	
Delivery - Ins	0	0.00%	0	0.00%	
Maintenance	0	0.00%	0	0.00%	
Truck Deprec.	0	0.00%	0	0.00%	
Dep- F. & F.	0	0.00%	0	0.00%	
Empl. Ben. - Pen.	0	0.00%	0	0.00%	
-Other	750	1.50%	9,000	1.50%	Health Insurance Premiums
Freight & Postage	300	0.60%	3,600	0.60%	
Insurance	350	0.70%	4,200	0.70%	General, Worker's Comp & Inventory
Interest	0	0.00%	0	0.00%	
Legal & Pro.	0	0.00%	0	0.00%	
L.H.&W.	0	0.00%	0	0.00%	
Rent	0	0.00%	0	0.00%	
Sta. & Shipping	0	0.00%	0	0.00%	
Stock Loss	0	0.00%	0	0.00%	
Store	100	0.20%	1,200	0.20%	Misc. Store Expenses (Fax Machine, Paper, Toner etc.)
Taxes (Not Income)	400	0.80%	4,800	0.80%	Payroll Taxes for Employees @ this Location
Telephone	0	0.00%	0	0.00%	
Travel (Not Sales)	0	0.00%	0	0.00%	
TAMS	1,200	2.40%	14,400	2.40%	TAMS Computer & Equipment Lease/Depreciation Expense,
Training	0	0.00%	0	0.00%	Maint./Support Fee's & Tams Misc. Expenses
TOTAL MISC. EXP.	3,100	6.20%	37,200	6.20%	Training Materials for NAPA Employees
Executive Fees	0	0.00%	0	0.00%	
TOTAL EXPENSES	6,925	13.85%	77,004	12.83%	
Operating Income	-6,925	-13.85%	-77,004	-12.83%	
Misc. Inc. Disc.(net)	0	0.00%	0	0.00%	
Others	6,925	13.85%	83,100	13.85%	Operating Expense Reimbursement by City of Cocoa
PROFIT	5,000	10.00%	60,000	10.00%	Estimated Management Fee for City of Cocoa

EXHIBIT C
NJPA CONTRACT

FORM D

Contract Award
RFP #061015



Formal Offering of Proposal
(To be completed Only by Proposer)

FLEET-RELATED MAINTENANCE EQUIPMENT, SUPPLIES, SERVICES AND INVENTORY MANAGEMENT SOLUTIONS

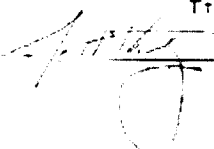
In compliance with the Request for Proposal (RFP) for FLEET-RELATED MAINTENANCE EQUIPMENT, SUPPLIES, SERVICES AND INVENTORY MANAGEMENT SOLUTIONS, the undersigned warrants that they have examined this RFP and, being familiar with all of the instructions, terms and conditions, general specifications, expectations, technical specifications, service expectations and any special terms, do hereby propose, fully commit, and agree to furnish the defined equipment/products and related services in full compliance with all terms, conditions of this RFP, any applicable amendments of this RFP, and all Proposer's Response documentation. Proposer further understands they accept the full responsibility as the sole source of responsibility of the proposed response herein and that the performance of any sub-contractors employed by the Proposer in fulfillment of this proposal is the sole responsibility of the Proposer.

Company Name: Genuine Parts Company/NAPA Integrated Business Solutions (IBS) Date: June 10, 2015

Company Address: 2999 Circle 75 Parkway SE

City: Atlanta State: GA Zip: 30099

Contact Person: Jill Kuntz Title: Vice President, NAPA IBS

Authorized Signature (ink only):  _____
Jill Kuntz
(Name printed or typed)

Form F



Contract Acceptance and Award

(To be completed only by NJPA)

**NJPA 061015 FLEET-RELATED MAINTENANCE EQUIPMENT, SUPPLIES, SERVICES, AND
INVENTORY MANAGEMENT SOLUTIONS**

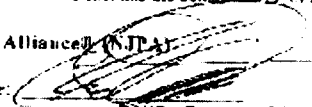
Genuine Parts Company/NAPA Integrated Business Solutions (IBS)
Proposer a full legal name

Your proposal is hereby accepted and awarded. As an awarded Proposer, you are now bound to provide the defined product/equipment and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP. Any amendments to this RFP, your Response, and any exceptions accepted or rejected by NJPA on Form C.

The effective start date of the Contract will be July 21st, 2015 and continue for four years from the board award date. This contract has the option of a fifth year renewal option at the discretion of NJPA.

National Joint Powers Alliance (NJPA)

NJPA Authorized signature:

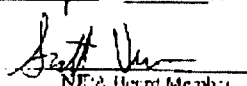

NJPA Executive Director

Dr. Chad Coquette
(Name printed or typed)

Awarded this 21st day of July, 2015

NJPA Contract Number 061015-GPC

NJPA Authorized signature


NJPA Board Member

Scott Veronen
(Name printed or typed)

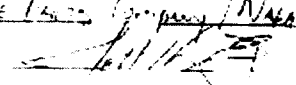
Executed this 21st day of July, 2015

NJPA Contract Number 061015-GPC

Proposer hereby accepts the award including all accepted exceptions and NJPA modifications identified on FORM C.

Vendor Name Genuine Parts Company/NAPA IBS

Vendor Authorized signature:


(Name printed or typed)

Title Vice President NAPA IBS

Executed this 21st day of July, 2015

NJPA Contract Number 061015-GPC

EXHIBIT D

AMENDMENT TO INTEGRATED SUPPLY AGREEMENT

See attached.

**AMENDMENT TO INTEGRATED SUPPLY AGREEMENT
BETWEEN
GENUINE PARTS COMPANY
AND
CITY OF COCOA, FL**

THIS AMENDMENT TO INTEGRATED SUPPLY AGREEMENT (this "Amendment") is entered into this ____ day of _____, 2018 (the "Amendment Effective Date") by and between **GENUINE PARTS COMPANY**, a Georgia corporation ("NAPA") and the **CITY OF COCOA**, a Florida municipal corporation ("CUSTOMER").

WHEREAS, NAPA and CUSTOMER are parties to that certain Integrated Supply Agreement dated as of _____, 2018 (the "Agreement") for the supply and sale of automotive parts and related supplies at certain locations as required by CUSTOMER; and

WHEREAS, NAPA and CUSTOMER desire to amend the Agreement according to the terms set forth below.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, NAPA and CUSTOMER hereby agree to amend the Agreement as follows:

1. All capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement. The Section 1 of the Agreement is hereby deleted in its entirety and replaced with the following:

"3. TERM. This Agreement shall begin the date this Agreement is fully executed and shall end on September 30, 2019, or when terminated earlier in accordance with the applicable terms and conditions stated herein. As the NJPA Contract is renewed or extended, this Agreement may be renewed or extended for a period of time equal to or shorter than the period of time the NJPA Contract is renewed or extended upon the mutual written agreement of the Parties. This Agreement shall terminate automatically upon the termination, for any reason, of the NJPA Contract, except that this Agreement shall remain in effect through September 30, 2019 upon the expiration of the NJPA Contract on July 21, 2019. The expiration of the NJPA Contract on July 21, 2019 shall not be considered a "termination" of the NJPA Contract for purposes of determining when an automatic termination of this Agreement shall occur. Notwithstanding the foregoing, either party may terminate this Agreement at any time for its convenience by giving the other party sixty (60) days prior written notice of such termination."

3. Section 5(a) of the Agreement shall be amended by adding the foregoing:

“CUSTOMER makes no representations, warranties, promises, covenants, agreements, or guarantees of any kind whatsoever, whether express or implied, oral or written, relating to the usable space provided for the On Site Store. NAPA acknowledges that NAPA has not relied on any representation or warranties of any kind of the CUSTOMER or any agent of the CUSTOMER relating to the usable space. Except as provided in Section 5(d), NAPA further acknowledges and agrees that to the maximum extent permitted by law, the usable space is made available to NAPA on an “AS IS” condition and basis.”

4. Section 5(c) of the Agreement shall be amended by adding the foregoing:

“NAPA employees shall be responsible for securing the On Site Store at the conclusion of each work day and otherwise as necessary.”

5. Section 7 of the Agreement is hereby amended by deleting it in its entirety and replacing it with the following:

“NAPA shall invoice the CUSTOMER for all Inventory purchased pursuant to this Agreement on a monthly basis according to the pricing plan below. CUSTOMER shall remit payment to NAPA for all invoices in accordance with the Florida Prompt Payment Act, s. 218.70, et seq., F.S.

The overall goal of CUSTOMER’s pricing plan is to achieve a ten percent (10%) net profit for NAPA (the “Net Profit Target”). CUSTOMER’s pricing plan is comprised of the following elements:

(a) **Product Costs.** Product Costs shall be further divided into “**NAPA Product Costs**,” which is the pricing of NAPA supplier manufactured products, and “**Non-NAPA Product Costs**,” which is the pricing of products which have not been manufactured by NAPA suppliers but which have been acquired for CUSTOMER by NAPA pursuant to this Agreement.

(b) **Outside Purchases or Services Costs.** Outside Purchases or Services Costs is the pricing of those parts or services not traditionally stocked or performed by NAPA.

(c) **Operational Costs.** Any and all costs and expenses associated with the operation of the On Site Store(s), including, but not limited to, vehicle gas and maintenance costs, salary, payroll taxes and benefits payable to or in connection with employees who are located at or serve the On Site Store(s), worker’s compensation benefits and insurance, unemployment insurance, personal property insurance for the On Site Store(s) and Inventory, any deductible for losses covered under the personal property or general liability insurance policies of NAPA, all equipment supplied by NAPA, freight and postage charges, inventory investment expense, any

restocking charges, cost of the use of the TAMS inventory management system in the On Site Store(s), training materials and expenses, pension funding costs, executive fees, accounting fees, general office expenses, and shared service expenses. An example of a profit and loss statement reflecting such costs and expenses is attached hereto as Exhibit B. CUSTOMER acknowledges and agrees that the costs and expenses reflected on the profit and loss statement set forth on Exhibit B are subject to change based on actual monthly costs or expenses incurred relative to the operation of the On Site Store(s). The Operational Costs estimated in Exhibit B represent the expected and agreed costs for the first year of this Agreement. On an annual basis, and sixty (60) days prior to the anniversary of the Effective Date of this Agreement, NAPA shall submit for CUSTOMER'S approval an updated Operating Expense Statement reflecting NAPA's expected Operational Costs. Except in emergency situations, NAPA acknowledges and agrees that any costs and expenses greater than five percent (5%) above the estimated Operational Costs on a total per month basis listed on the effective Operating Expense Statement must be approved by CUSTOMER's city council prior to being incurred and passed through to CUSTOMER for payment under the terms and conditions of this Agreement. Except in emergency situations, any costs and expenses above the estimated Operational Costs on a total per month basis which are five percent (5%) or less above the estimated Operational Costs must be approved by CUSTOMER's city manager prior to being incurred and passed through to CUSTOMER for payment under the terms and conditions of this Agreement. For purposes of illustration, and as established in Exhibit B, the estimated Operational Costs on a total per month basis for the first year of this Agreement shall be \$6,925.00 per month. Thus, any amount exceeding \$6,925.00 in Operational Costs in any month must be approved by either CUSTOMER'S city manager or city council as provided in this section. In the event that CUSTOMER requires NAPA to provide emergency back-up services or products in an emergency situation, the CUSTOMER's city manager's determination of an emergency shall constitute pre-approval of such overtime or product expenses. Pursuant to CUSTOMER's Financial Operations Manual policies, the city manager shall have the authority to contract for and authorize payment for purchases in an amount not exceeding \$100,000.00. In such cases, the city manager shall notify the City Council of the emergency purchase thereafter.

(d) **Management Fee.** CUSTOMER shall be billed a Management Fee (as defined below) on a monthly basis in accordance with the terms below.

PRICING PLAN SUMMARY

NAPA Product Costs	Billed to CUSTOMER at current jobber net store
--------------------	--

Non-NAPA Product Costs and Outside Purchases and Services	acquisition cost Billed to CUSTOMER at NAPA's cost plus a zero percent (0%) gross profit rate
Operational Costs	Billed to CUSTOMER in accordance with subpart (c) above.
Management Fee	Billed to CUSTOMER in accordance with the terms below
Net Profit Target	10% net profit for NAPA

NAPA Product Costs shall be billed to CUSTOMER at current jobber net store acquisition cost. Non-NAPA Product Costs and Outside Purchases/Services shall be billed to CUSTOMER at NAPA's cost plus a zero percent (0%) gross profit rate. Operational Costs will be charged to CUSTOMER in accordance with subpart (c) above, with all such charges for Operational Costs to be included in CUSTOMER's monthly billing statement. CUSTOMER will be billed at the end of each month for operational costs on an "in arrears" basis.

CUSTOMER shall pay to NAPA on a monthly basis a management fee equal to ten percent (10%) of the Total Monthly Net Sales (as defined below) during the preceding month (the "Management Fee"). For purposes hereof, "Total Monthly Net Sales" means the total dollar amount of all products (both NAPA and Non-NAPA) and outside purchases and services sold to the CUSTOMER during the preceding month at the costs set forth in the pricing plan summary above less purchase returns.

In addition, NAPA may use any sub-contractor for the procurement of "outside" purchases or services (i.e., those parts or services not traditionally stocked or performed by NAPA), and CUSTOMER will be billed an additional charge for any such purchases so as to yield NAPA a zero percent (0%) gross profit on such purchases. CUSTOMER must provide pre-approval in writing of such outside purchases. CUSTOMER is solely responsible for improper or inappropriate instructions by CUSTOMER's employees to NAPA regarding NAPA's purchases of nontraditional parts or services, unless CUSTOMER provided prior written notice to NAPA of parts or services that may not be procured by NAPA in relation to this Agreement."

6. Section 8 of the Agreement (INSURANCE) is hereby deleted in its entirety and replaced with the following:

" 8. **INSURANCE.** NAPA shall keep in force and at all times maintain during the term of this Agreement:

(a) General Liability Insurance: General Liability Insurance issued by responsible insurance companies and in a form reasonably acceptable to CUSTOMER, with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury and property damage, personal injury, and products and completed operations.

(b) Worker's Compensation Coverage: Full and complete Workers' Compensation Coverage, including coverage for its employees located at the On Site Store, as required by Florida law, shall be provided.

(c) Insurance Certificates: NAPA shall provide CUSTOMER with Certificate(s) of Insurance on all the policies of insurance and renewals thereof in a form(s) reasonably acceptable to the CUSTOMER. Said Liability Policies shall provide that the CUSTOMER be an additional insured to the extent of NAPA's indemnification obligations herein. NAPA shall use reasonable commercial efforts to notify the CUSTOMER of any reduction, cancellation, or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action. All insurance policies shall be issued by responsible companies who are reasonably acceptable to the CUSTOMER and licensed and authorized under the laws of the State of Florida.

(d) Personal Property: In addition, NAPA shall maintain personal property insurance during the term of this Agreement in an amount sufficient to cover any loss or damage to the Inventory and any other personal property owned by NAPA that is located at the On Site Store."

7. The last sentence of Section 10 of the Agreement (PERSONNEL) is hereby deleted and replaced with the following: "If NAPA and the CUSTOMER fail to mutually resolve a personnel issue as set forth in this Section 10, CUSTOMER will decide the issue in its sole discretion; provided that CUSTOMER will not request that NAPA remove or replace any of the NAPA personnel in the On Site Store(s) for reasons that are discriminatory or otherwise contrary to law."

8. Section 12(a) of the Agreement is hereby deleted in its entirety and replaced with the following:

"In the event that the other party fails or refuses to pay any amounts due under this Agreement in accordance with the payment provisions contained in the Amendment to this Agreement attached hereto;"

9. Section 13(a) of the Agreement (EFFECT OF TERMINATION) is hereby deleted in its entirety and replaced with the following:

"(a) All duties, responsibilities and other obligations of each party hereunder shall terminate, except for the payment of any undisputed amounts due and owing to NAPA at the time of termination."

10. Section 14 of the Agreement is hereby amended by adding the following sentence to the end of the section:

“Upon CUSTOMER’S request, NAPA shall provide CUSTOMER with a listing of all NAPA and non-NAPA Inventory owned by NAPA and located in the On Site Store.”

11. The last sentence of Section 13(b) is hereby deleted in its entirety and replaced with the following: “The provisions and obligations of Sections 9, 11, 14, 17, 18, 25, 26, 27, 28, 29, 30, 31, 34 and 35 shall survive the termination of this Agreement for any reason.”

12. Section 15 of the Agreement (CHANGE OF CONTROL) is hereby deleted in its entirety and replaced with the following:

“ **15. CHANGE OF CONTROL.** Intentionally omitted.”

13. Section 17 of the Agreement (INDEMNIFICATION) is hereby deleted in its entirety and replaced with the following:

“ **17. INDEMNIFICATION.** NAPA shall indemnify and hold harmless CUSTOMER and its agents and employees from and against all claims, damages, losses and expenses, including reasonable attorney’s fees arising out of or resulting from: (a) the negligent acts or omissions or intentional misconduct of NAPA, its employees, officers, directors, or agents hereunder; (b) the breach of any provisions hereunder by NAPA; and (c) NAPA’s violation of any applicable laws, rules and regulations. NAPA’s indemnification obligation under this paragraph shall not be limited in any way by a limitation on the amount or type of damages, compensation or benefits payable by or for NAPA, under workers’ compensation acts, or other related policies of insurance. The parties acknowledge specific consideration has been exchanged for this provision. NAPA shall in no way be liable to CUSTOMER for the negligent acts or omissions or intentional misconduct of CUSTOMER, its employees, officers, directors or agents.

The obligations contained in this provision shall survive termination of this Agreement.”

14. Section 25 of the Agreement (CHOICE OF LAW) is hereby deleted in its entirety and replaced with the following:

“ **25. CHOICE OF LAW.** This Agreement shall be construed and interpreted under the laws of the State of Florida. Venue for any legal action by any party to this Agreement shall be in a court of competent jurisdiction in and for Brevard County, Florida, and any trial shall be nonjury.”

15. A new Section 31 shall be added to the Agreement as follows:

“ **31. ATTORNEY’S FEES.** In the event of any legal action to enforce the terms
NJPA Contract

of this Agreement, each party shall bear its own attorney's fees and costs."

11. A new Section 32 shall be added to the Agreement as follows:

" 32. **COMPLIANCE WITH STATUTES.** It shall be NAPA's responsibility to be aware of and comply with all applicable federal, state and local laws."

12. A new Section 33 shall be added to the Agreement as follows:

" 33. **SOVEREIGN IMMUNITY.** The CUSTOMER 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 CUSTOMER's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the CUSTOMER's potential liability under state or federal law. NAPA agrees that CUSTOMER shall not be liable under this Agreement for punitive damages or interest for the period before judgment. 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."

13. A new Section 34 shall be added to the Agreement as follows:

" 34. **RIGHT TO AUDIT.** The CUSTOMER and its auditors, at CUSTOMER's sole cost and expense, shall be entitled to audit the books and records of NAPA to the extent that such books and records relate to the performance of this Agreement upon providing to NAPA at least ten (10) days prior written notice; provided that NAPA shall be required only to provide hard copies of records requested by the CUSTOMER that NAPA maintains electronically, and NAPA shall not be required to grant direct access (i.e., password protected access) to its proprietary computer systems to the CUSTOMER. Said records shall be made available, upon request, for audit purposes, to the CUSTOMER and its auditors. Such books and records shall be maintained by NAPA for a period of five (5) years from the date of final payment under this Agreement unless a shorter period is otherwise authorized in writing. Audits will be limited to once per calendar year."

14. A new Section 35 shall be added to the Agreement as follows:

" 35. **PUBLIC RECORDS.** Pursuant to Section 119.0701, Florida Statutes and other applicable public records laws, NAPA 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 NAPA related to the services provided to the CUSTOMER under this Agreement and made or received pursuant to law or ordinance or in connection with the transaction of official business by the CUSTOMER, may be deemed to be a public record, whether in the possession or control of the CUSTOMER or NAPA; provided, to the extent allowed by law, that the

foregoing shall not include 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) which relate to NAPA's business generally and do not specifically relate to the services provided to the CUSTOMER under this Agreement. 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 NAPA are subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the CUSTOMER's designated custodian of public records.

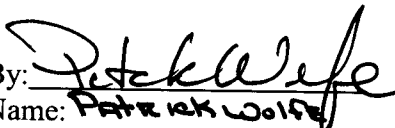
IF NAPA HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO NAPA'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE CITY CLERK, AT (321) 433-8484, cshealy@cocoafl.org, 65 Stone Street, Cocoa, Florida 32922.

NAPA is required to and agrees to comply with public records laws. NAPA shall keep and maintain all public records required by the CUSTOMER to perform the services as agreed to herein. NAPA shall provide the CUSTOMER, 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. NAPA 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, NAPA shall transfer to the CUSTOMER, at no cost, all public records in possession of the NAPA, provided the transfer is requested in writing by the City Clerk. Upon such transfer, NAPA 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, NAPA 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 CUSTOMER, upon request from the City Clerk, in a format that is compatible with the information technology systems of the CUSTOMER; provided that nothing in this section shall require NAPA to grant direct access (i.e., password protected access) to its proprietary computer systems to the CUSTOMER. Should the CUSTOMER not possess public records relating to this Agreement which are requested to be inspected or copied by the CUSTOMER or any other person, the CUSTOMER shall immediately notify NAPA of the request and the NAPA shall then provide such records to the CUSTOMER or allow the records to be inspected or copied within a reasonable time; provided that nothing in this section shall require NAPA to grant direct access (i.e. password protected access) to its proprietary computer systems. If the NAPA does not comply with a public records request, the CUSTOMER may enforce this Section to the extent permitted by law. NAPA acknowledges that if the NAPA does not provide the public records to the CUSTOMER

within a reasonable time, NAPA may be subject to penalties under Section 119.10, Florida Statutes. NAPA acknowledges that if a civil action is filed against NAPA to compel production of public records relating to this Agreement, the court may assess and award against NAPA 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 NAPA, be open and freely exhibited to the CUSTOMER for the purpose of examination, audit, or otherwise. Failure by NAPA 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 CUSTOMER upon delivery of a written notice of cancellation. If NAPA fails to comply with this Section, and the CUSTOMER must enforce this Section, or the CUSTOMER suffers a third party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to NAPA's failure to comply with this Section, the CUSTOMER shall collect from NAPA prevailing party attorney's fees and costs, and any damages incurred by the CUSTOMER, for enforcing this Section against NAPA. And, if applicable, the CUSTOMER shall also be entitled to reimbursement of all attorneys' fees and damages which the CUSTOMER had to pay a third party because of the NAPA's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement."

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be made and executed by their duly-authorized representatives effective as of the Amendment Effective Date.

GENUINE PARTS COMPANY

By: 
Name: Patrick Wolfe
Title: SOUTHEAST DIVISION VICE PRESIDENT

CITY OF COCOA

By: 
Name: John Titkanich
Title: City Manager



**Host Sheriff Procurement – Hillsborough County Sheriff's Office
FSA-HCS-IBS1.0: Integrated Business Solutions**

Awarded: September 17, 2024

Effective Through: September 16, 2029 (Initial Term)

The Hillsborough County Sheriff's Office competitively procures the Host Sheriff Procurement Contracts in accordance with Chapter 30 and Chapter 163, Florida Statutes, and the best practices articulated in Chapter 287, Florida Statutes. Resulting contracts are available to all eligible purchasers identified by Rule 60A-1.001, Florida Administrative Code, and state and local government agencies nationwide. The HCSO Master Agreement is available on FSA's website at www.flsheriffs.org/purchasingprogram/.

Awarded Vendor:

- MANCON, LLC
 - Website: <https://mancon.dwcmsweb.com/scm>
 - Contact: David Albis 757-460-6308 dalbis@manconinc.com
- Genuine Parts Company (dba NAPA Auto Parts)
 - Website: <https://www.napa-ibs.com/>
 - Contact: Ryan Hayden 813-915-7910 ryan_hayden@genpt.com

Covered Services and Products:

- Vendor managed inventory solutions
 - Parts, fluids, equipment, and supplies for fleet and warehouse operations
 - On and off-site storage, service, and parts room operation, management and staffing
 - Performance reporting, and data and technology analysis
 - Fleet and facility software integration and data exchange
 - Emergency response services
 - Parts replacement and warranty management
 - National distribution system services
 - Stock and non-stock parts sourcing
 - Parts research, acquisition, and delivery
 - Radio/communications parts and services
- Logistics management solutions
 - Warehouse management services
 - Warehouse and transportation coordination for in and outbound supplies
 - Shipment optimization
 - Freight management
 - Load scheduling and delivery confirmation
 - Customs management for international shipments
 - Coordination of just-in-time replenishment

- Web-based solutions and knowledge-based professional services
- Related training, consultative, administrative and technical support

Important Links and Backup Documents:

[HCSO Tabulation Sheet](#)

[HCSO ITB Document](#)

HCSO Vendor Award Letters:

- [MANCON](#)
- [Genuine Parts \(NAPA\)](#)

[HCSO Complete Contract Details and Documentation](#)

Special thanks to the lead agency, Hillsborough County Sheriff's Office, for your commitment to further the mission of the Florida Sheriffs Association through your partnership.



December 2, 2025

To: All Departments

Subject: Approved Use of Hillsborough County Sheriff's Office Contract FSA-HCS-IBS1.0 – Integrated Business Solutions (Awarded to NAPA Auto Parts)

The Purchasing Department has reviewed the Hillsborough County Sheriff's Office (HCSO) contract RFP 2024-017 administered through the Florida Sheriffs Association (FSA) for Integrated Business Solutions and has confirmed that the terms are acceptable for departmental use from the date of this memo through the contract's expiration, September 16, 2029.

The FSA 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 awarded vendor, **Genuine Parts Company, Inc. dba NAPA Auto Parts**, was selected through a competitive solicitation process conducted by HCSO. The contract includes vendor-managed inventory, logistics management, and related services for fleet and facility operations.

Per Part A, Section 8 of the RFP, the awarded contract is extended to any unit of local government, political subdivision or agency of the State of Florida including counties, municipalities, school districts, and other public entities. Eligible Purchasers may issue purchase orders directly to the awarded vendor under the same pricing and terms. Per Part C, Section 3, each participating entity may develop a tailored Scope of Services that meets the specific needs of the Eligible Purchaser, and execute a supplemental agreement detailing the specific Scope of Services, deliverables, timelines, and any other pertinent details.

This allows the City of Cocoa to negotiate and formalize additional terms and conditions with NAPA as needed, while leveraging the competitively awarded pricing and structure of the master agreement. To ensure you receive correct contract and program discounts,

Per **Part A, Section 5** and **Part D, Section 3** of the RFP, pricing under this contract is structured to ensure transparency and value. NAPA's pricing is offered in a variety of ways depending on the type of product or service provided:

- **Management Services** are billed using a fixed **management fee** model.
- **Non-NAPA branded items** are priced at **cost plus a markup**, ensuring competitive pass-through pricing.
- **NAPA-branded items** are offered at a **discount off list price**, providing savings below standard retail rates.

NAPA may offer lower pricing than the contracted ceiling rates at their discretion. Departments must ensure vendor quotes reference **contract FSA-HCS-IBS1.0** and reflect contract-compliant pricing.

Departments will request quotations for product pricing directly from NAPA. The quote and requisition must clearly reference that pricing is provided in accordance with this contract. The 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 Human Trafficking and e-Verify affidavits when required. If purchase is greater than the City Manager approval authority and/or if the purchase results in a service agreement which is active in more than one fiscal year, the department must also obtain the approval of City Council.

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

Brian Dale
Procurement and Budget Manager
City of Cocoa

Reference:

- 1- FSA-HCS-IBS1.0: Integrated Business Solutions Final Award Contract Packet
<https://docs.google.com/document/d/1hrw95834V8ugGwVf0zQj3KuzxsvznS0J/edit>



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REQUEST FOR PROPOSAL
RFP 2024-017 Integrated Business Solutions
Hillsborough County Sheriff's Office (HCSO)

G. PRICING

****Original****

July 16, 2024

Genuine Parts Company

d/b/a **NAPA Auto Parts**

****Redacted****

All of the information redacted in this separately provided copy constitutes trade secrets, as defined in Section 812.081, Florida Statutes, which information is exempt from disclosure under public records requests pursuant to Section 815.045, Florida Statutes



Submitted by: Genuine Parts Company | NAPA Integrated Business Solutions

Hunter Beal | Southern Division IBS Sales Manager | 325.668.3153 | hunter_beal@genpt.com | www.NAPA-IBS.com

NAPA IBS is a VMI service program so the products we issue are a function of the services we provide. One of the top priorities of the program and most impactful services we conduct is to facilitate and negotiate ways to reduce the acquisition cost of our products, which in turn represents the discount our customers receive. Competitors who offer specific discounts often do so with no mention of the original cost of the part, resulting in higher prices that appear to be a good deal. Because parts in the IBS model are priced based on acquisition cost, all discounts we negotiate with our vendors are automatically passed on to our customers and we don't have to incur markups on products that are sourced internally.

Here is how we arrive at our acquisition costs:

1. For non-NAPA, or sourced, products (non-NAPA branded goods – i.e. OE parts, tires, bulk fluids, proprietary parts, outside services, etc., the pricing passed on to our customer is our current acquisition cost plus whatever our contracted margin is for that good. We provide transparent documentation of all supplier invoices, so the customer knows exactly what they are paying for each part. NAPA IBS currently works with thousands of national brands and holds a national database of pricing for our customers as a comparison of the pricing offered by local, regional, and national vendors to their project.
2. For NAPA branded products that we source internally, customer pricing is based on our current NAPA jobber acquisition cost plus whatever our contracted margin is for that good. This can be a significant savings for our customers if they choose for us to provide our own NAPA-branded goods.

The way we arrive at discount rates differs depending on the pricing model a customer selects. The following is a general breakdown of the estimated discounts received in each model:

Pricing Option 1: No Markup Goods Pricing/Management Fee

- Non-NAPA Branded Goods – NAPA IBS sources non-NAPA branded goods from thousands of local, regional, and national suppliers. Depending on the products our customers ask us to source, we have seen realized discounts of up to 40% off certain published List pricing, where published List pricing is available.
- NAPA Branded Goods – NAPA-branded products have varying discounts off list price in this option. Customers that elect to use NAPA products in their contracts may realize discounts of up to 84% off certain NAPA List pricing.
 - Note: This model realizes no gross margin at the point of sale and a management fee is collected in order to obtain part margin and the operational cost reimbursement.

Pricing Option 2a: Not-to-Exceed 10% Margin Model

- Non-NAPA Branded Goods – NAPA IBS sources non-NAPA branded goods from thousands of local, regional, and national suppliers. Depending on the products our customers ask us to source, we have seen realized discounts of up to 30% off certain published List pricing, where published List pricing is available.

- NAPA Branded Goods – NAPA-branded products have varying discounts off of list price in this option. Customers that elect to use NAPA products in their contracts may realize discounts of up to 82% off certain NAPA List pricing.
 - Note: This model realizes 10% gross margin at the point of sale and a management fee is applied to obtain the operational cost reimbursement.

Pricing Option 2b: Not-to-Exceed Pricing Profile 9074/25% Margin Model

- Non-NAPA Branded Goods – NAPA IBS sources non-NAPA branded goods from thousands of local, regional, and national suppliers. Depending on the products our customers ask us to source, we have seen realized discounts of up to 15% off certain published List pricing, where published List pricing is available.
- NAPA Branded Goods – NAPA-branded products have varying discounts from list price in this option. Customers that elect to use NAPA products in their contracts may realize discounts of up to 70% off certain NAPA List pricing.
 - Note: This model realizes approximately 25% gross margin, based on product mix, at the point of sale and a no management fee is collected to obtain part margin and the operational cost reimbursement.

Each pricing option, regardless of the gross margin realized at the point of sale, results in very similar net results for the FSA member and NAPA IBS. These options are provided to showcase NAPA's flexibility to work with a FSA member inside of their control environment. The NAPA IBS program affords all FSA members the opportunity to take advantage of NAPA's local, regional, national, and global purchasing power. This includes negotiated discounts on certain goods. From time to time at a supplier's sole discretion additional discounts may also be offered outside of the typical discount off List price as well. NAPA IBS delivers all available discounts to FSA members at the point of sale. It is important to note that discounts and the listed percentages are subject to change and or vary due to local regulations, supplier program changes and other events.

The following Operational invoice is a "SAMPLE" of what our IBS customers will receive each month that clearly categorizes each of the operational expenses.

G. Pricing

SAMPLE	OCT. 2018 - SEPT. 2024	Month Percentage to Sales
OPERATING EXPENSE STATEMENT	Mar-24 202403	202403
Cost of Part Sales	\$ 259,945.12	99.31%
Cost of Freight Billings	\$ 1,809.82	0.69%
TOTAL SALES	\$ 261,754.94	100.00%
Executive Salaries	\$ 2,599.45	1.00%
Acctg & Data Proc.	\$ 1,299.73	0.50%
General Office	\$ 2,608.50	0.50%
Payroll, Taxes, Insurance & Benefits	\$ 23,572.65	9.01%
Pensions	\$ 1,175.60	0.45%
TOTAL PAYROLL	\$ 31,255.93	11.94%
Depreciation - Fixed Assets	\$ 388.10	0.15%
Delivery Expense - Insurance	\$ 131.63	0.05%
Delivery Expense - Lease	\$ 555.96	0.21%
Delivery Expense - Maintenance	\$ 96.64	0.04%
Delivery Expense - Fuel	\$ 594.15	0.23%
Freight & Postage	\$ (265.94)	-0.10%
Insurance	\$ 610.54	0.23%
Store Expense	\$ 303.40	0.12%
Telephone - Internet	\$ 303.12	0.12%
TAMS	\$ 1,973.09	0.75%
TOTAL MISC. EXPENSES	\$ 4,690.69	1.79%
TOTAL EXPENSES	\$ 35,946.62	13.73%
Misc Adjustments	\$ -	0.00%
Total Monthly Operating Expenses	\$ 35,946.62	13.73%
IBS Management Fee	\$ 25,994.51	10.00%
TOTAL Amount Due	\$ 323,696.07	123.66%

NAPA INTEGRATED BUSINESS SOLUTIONS

PROPOSAL CHECKLIST

Company Name: Genuine Parts Company (DBA - NAPA Auto Parts)

Include this checklist as a cover page with your Proposal Package:

- ☒ ONE (1) unbound ORIGINAL and THREE (3) completed copies of the entire Proposal Package
- ☒ SIGNATURES required PARTS A and D
- ☒ Any Addenda or Amendments (Signatures required)
- ☒ Completed PART D including *Supplier Instructions, Proposal Contact Information and Affirmation and Declaration* signature page
- ☒ APPENDIX I – Completed *Supplier Packet* to include completed Supplier Application, W9, Direct Deposit and Business Tax Receipt or other government issued business license
- ☒ APPENDIX II – *Statement of No Proposal*, if Applicable
- ☒ Manufacturer literature and warranty information, if applicable
- ☒ PROPOSAL PACKAGE SUBMITTAL Label on the outside of the sealed Proposal Package

****Proposers are responsible for providing all required information, documents and signatures. ****

REMAINDER OF PAGE IS INTENTIONALLY LEFT BLANK

1	A – Introduction
2	B – Financial Viability and Marketplace Success
3	C – Ability to Sell and Deliver Service
4	D – Marketing Plan
5	E – Value Added Attributes
6	F – Depth and Breadth of Offered Equipment, Products, or Services
7	Appendix I – Supplier Packet
8	Signature Pages



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REQUEST FOR PROPOSAL
RFP 2024-017 Integrated Business Solutions
Hillsborough County Sheriff's Office (HCSO)

Technical RFP Response

****Copy****

July 16, 2024

Genuine Parts Company

d/b/a **NAPA Auto Parts**



Submitted by: Genuine Parts Company | NAPA Integrated Business Solutions

Hunter Beal | Southern Division IBS Sales Manager | 325.668.3153 | hunter_beal@genpt.com | www.NAPA-IBS.com

**HILLSBOROUGH COUNTY SHERIFF'S OFFICE
REQUEST FOR PROPOSAL #2024-071
INTEGRATED BUSINESS SOLUTIONS
GENUINE PARTS COMPANY**

List of Exceptions

Genuine Parts Company d/b/a NAPA (hereinafter "Proposer", "Contractor," "GPC" or "NAPA") requests the following exceptions to the above referenced RFP in conjunction with its RFP response, and requests that the provisions referenced herein not apply and that these exceptions take precedence and govern over the terms set forth in the provisions of the RFP. Please note that all requested changes/concerns are open for discussion/negotiation, and that NAPA is willing to honor the terms of its existing contract with the Hillsborough County Sheriff's Office, and its proposed exceptions are consistent with that contract.

Part A, General Terms and Conditions, Section 7 (page 7 of 35) – NAPA operates as a distributor of products manufactured by third parties. Therefore, NAPA requests that this section be replaced with the following: "All parts supplied pursuant to this Agreement are subject to the terms of written warranties provided by the manufacturer of each part, and Contractor will process all warranty claims that the HCSO may have against a manufacturer. The manufacturer's warranty will be the sole remedy of the HCSO in connection with any warranty claims concerning the parts supplied to the HCSO pursuant to this Agreement; provided that in the event that Contractor fails to use reasonable efforts to process a warranty claim that the HCSO has in connection with a Part, Contractor shall be responsible for fulfilling any warranty obligations to which the HCSO may be entitled. ALL OTHER CONTRACTOR WARRANTIES, BOTH EXPRESS AND IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED. Copies of the manufacturers' warranties are available to the HCSO upon request. Parts shall be new and shall meet or exceed the quality of parts furnished originally for the equipment (OEM). At the discretion of the HCSO, rebuilt parts may be used. However, if the original manufacturer has updated the quality of the parts for the current product, to the extent such updated quality is revealed to the aftermarket industry and updated aftermarket parts are manufactured, Contractor will attempt to procure such updated parts under the terms herein. At the request of the HCSO, Contractor agrees to discuss the supply of any updated after-market or OEM parts with a HCSO-preferred manufacturer. The Director of General Services Bureau or designee shall specifically approve new product lines or changes to existing product lines before they are introduced for use. If more than one grade of part is available that meets the requirement of this subsection, the Director of General Services Bureau or designee may designate which grade will be made available for use. The HCSO may at any time refuse any particular Part and require a specific substitute to be used. Rebuilt (remanufactured) parts must conform to the manufacturer's reconditioning tolerances."

Part A, General Terms and Conditions, Section 9 (pages 7-8 of 35) – NAPA requests that the liquidated damages set forth in this section be removed.

Part A, General Terms and Conditions, Section 12 (page 8 of 35) – NAPA requests that this section be modified to note that (1) Contractor has no obligation to continue providing services if funds are not sufficiently appropriated or if funds appropriated for payment under this Agreement are exhausted, (2) payment for work completed through the effective date of termination will be made to the Contractor and (3) notwithstanding the foregoing, nothing in this section shall limit the obligation to purchase all non-NAPA inventory upon the termination, expiration or non-renewal of a Contract, as noted herein.

Part A, General Terms and Conditions, Section 18 (page 9 of 35) – NAPA requests that subcontractors, for purposes of this agreement, exclude third party suppliers and manufacturers of the products sold hereunder and all third party delivery service providers.

Part A, General Terms and Conditions, Section 28 (page 11 of 35) – NAPA requests that the cure period in this section be extended to thirty (30) calendar days NAPA also requests that NAPA be afforded a right to terminate the contract if the HCSO fails to make timely undisputed payments as described in this Agreement or the HCSO fails to perform any of the other material provisions of the agreement and fails to cure the same within 30 calendar days.

Part A, General Terms and Conditions, Section 29 (page 11 of 35) – NAPA requests that this section be made mutual, provided that NAPA must provide 60 calendar days' written notice to terminate without cause.

Further NAPA requests that a new section entitled "Disposition of Parts Inventory upon Expiration, Termination or Non-Renewal of Agreement" be added to the agreement as follows:

Disposition of Parts Inventory upon Expiration, Termination or Non-Renewal of Agreement

A. Non-NAPA Parts. Upon the expiration, termination, or non-renewal of this Agreement, the HCSO will buy and the Contractor will sell any parts which are Non-NAPA Parts held by the Contractor pursuant to this Agreement at the Current Acquisition Cost; provided that such parts were either: (i) initially purchased from the HCSO by the Contractor; or (ii) included within the Monthly Non-NAPA Parts Inventory Report and specifically approved by the HCSO to be included within the HCSO's obligation to repurchase such parts in accordance with the procedure set forth below.

Within five (5) business days of the end of each month, Contractor shall submit to the HCSO a report that itemizes all Non-NAPA parts in inventory as of the last day of the month (Monthly Non-NAPA Parts Inventory Report). Such Monthly Non-NAPA Parts Inventory Report shall, at a minimum, contain a full listing of all Non-NAPA parts by part description, part number, part quantity, part cost and part location. HCSO shall review such report and within ten (10) days of HCSO's receipt of such report provide Contractor with its written approval of which Non-NAPA parts may be included within HCSO's obligation to repurchase in accordance herewith. Once HCSO approves specific Non-NAPA parts included within a specific Monthly Non-NAPA Parts Inventory Report, it cannot, in a later month, reject such specific Non-NAPA Parts. Also, once Non-NAPA parts are included within a specific Monthly Non-NAPA Parts Inventory report, the HCSO will be obligated to re-purchase such parts at the expiration, termination, or non-renewal of this Agreement. Contractor hereby acknowledges that HCSO's approval of whether such Non-NAPA parts may be included within the HCSO's obligation to repurchase in accordance herewith may be granted or denied in the HCSO's reasonable discretion. Furthermore, the parties acknowledge that Contractor's failure to submit the Monthly Non-NAPA Parts Inventory Report to the HCSO shall not constitute a default under the terms of this Agreement, but will make Non-NAPA parts that have yet to be approved for repurchase to be ineligible from being included within HCSO's repurchase obligation as set forth herein.

B. NAPA Parts. Upon the expiration, termination or non-renewal of this Agreement, HCSO will have the option, which may be exercised in the HCSO's sole and absolute discretion, to purchase any NAPA parts held by the Contractor pursuant to this Agreement. If the HCSO elects to purchase any such NAPA parts, the Contractor will sell them to the HCSO at the current Jobber Net Pricing as reflected on the Contractor's online pricing portal.

C. Removal of Parts. The Contractor will remove any parts not purchased by the HCSO without charge to the HCSO.

Part A, General Terms and Conditions, Section 30 (page 11 of 35) – NAPA requests that the phrase “except where such inventory shortages or damage were caused by the negligent acts or omissions or willful misconduct of HCSO or its employees, contractors, representatives and personnel” be added to the end of this section.

Part C, Specifications, Section 5 (pages 26-27 of 35) – NAPA requests that item (A) of this section be removed. As a distributor of products manufactured by third parties, many of which the HCSO will request NAPA procure on its behalf, NAPA does not independently confirm individual parts’ compliance with applicable laws. NAPA also requests that item (E) of this section be removed in light of NAPA’s exception to Section 7 of Part A above.

Exhibit A, Draft Master Agreement, Section 5 – NAPA requests the following be added to this section (although NAPA would permit this to be added anywhere within the contract documents): The HCSO facilities shall be appropriately secured or otherwise maintained separate and apart from the business of the HCSO. There shall be no intermingling of HCSO’s parts or other inventory with Contractor’s parts or inventory.

Exhibit A, Draft Master Agreement, Section 9 – NAPA requests that the provisions of this section mirror those provisions in Part A that address default and termination, as modified by these exceptions.

Exhibit A, Draft Master Agreement, Section 12 – NAPA requests that the HCSO inspect and accept items within one (1) day of delivery.

Exhibit A, Draft Master Agreement, Section 16 – NAPA requests the following changes to the third sentence of this section: (1) that the word “will” be replaced with the word “may” in both places where such word appears and (2) that the word “seek” be added before the word “temporary” such sentence.

Exhibit A, Draft Master Agreement, Section 20 – NAPA requests that the provisions of this section be revised to mirror the provisions in Part A, General Terms and Conditions, Section 28, as revised by these exceptions.

Exhibit A, Draft Master Agreement, Section 22 – NAPA requests that the ten (10) day period in this section be expanded to thirty (30) days, and that the remedies of the HCSO be revised to permit the HCSO to seek any remedy available at law or in equity, and that the provisions of this section be revised to mirror those in Part A, General Terms and Conditions, Section 28, as revised by these exceptions.

Federal Grant Compliance – NAPA requests an exception to the following requirements in this document: (1) Clean Air Act compliance (subsection (e)); (2) Procurement of recovered materials requirements (subsection (h)); and (3) Build America, Buy America Act (BABAA) compliance (subsection (j)). NAPA can use reasonable efforts to evaluate product level compliance with such laws on an individual basis, but cannot agree to across the board compliance in advance.

A. Introduction



RFP: 2024-017 Integrated Business Solutions

July 16, 2024

Hillsborough County Sheriff's Office
Sheriff's Operations Center
Financial Services Division – Purchasing Section
2008 East 8th Avenue
Tampa, FL 33605

Genuine Parts Company (GPC) is excited to present Hillsborough County Sheriff's Office and FSA with the following proposal for Integrated Business Solutions RFP. As an organization that currently processes millions of dollars of business and employs hundreds of people in the state of Florida alone, we are confident that our local knowledge and presence, combined with our national resources and buying power, make us the perfect partner to tackle the diverse and unique needs of HCSO.

Our local and headquarters teams have diligently reviewed your bid solicitation and have worked to put together a service program that will accomplish the financial and operational goals of HCSO while satisfying all the technical requirements set forth within it. Our proposal will demonstrate our understanding of the HCSO needs, our depth of experience working with similar regional and functional entities, and our unique ability to achieve the best possible solution for HCSO.

The NAPA Integrated Business Solutions (IBS) service model that we propose is founded on staffing your parts room with the most knowledgeable and highly trained parts experts, many of whom already work for GPC/NAPA in Florida, implementing cutting edge technology systems that will increase efficiency and reduce technician and vehicle downtime. We strategically manage our vendor relationships to leverage buying power and negotiate the best pricing, while building a strategic partnership with our customers where our goals are wholly aligned with yours. We feel our position to provide such services is unique and superior to our competitors for a variety of reason that we will detail in our proposal, but we would like to recognize a few key factors up front:

1. GPC/NAPA has an established distribution infrastructure throughout the US and specifically in Florida. Our distribution centers in Tampa, Jacksonville, and Miami hold more than \$34 million in readily available NAPA parts. The inventory in our local retail stores and 400+ existing IBS sites are there to support you as well in regular and emergency situations.
2. GPC/NAPA has hundreds of local employees in Florida who are fully trained today. We have a pool of qualified parts experts ready to step in in case of emergency, illness, vacation, or any other staffing need that may arise.
3. While we have an immense internal supply chain that is all available to HCSO at more competitive pricing than any competitor can offer, we also have a longstanding network of suppliers that includes both local and small businesses, but also the full spectrum of OE and aftermarket parts

NAPA INTEGRATED BUSINESS SOLUTIONS

A. Introduction Letter



options. We do not possess any brand allegiance and will constantly work with your team to make sure you are getting the brand and quality parts you need at the best possible prices. Our IBS network has decades of experience working with your list of top suppliers and we even have negotiated national pricing deals with some of them. With the others, we have local sourcing options that we have been using for years because of their competitive pricing and great service standards.

4. GPC has invested millions of dollars in technology that will make your NAPA IBS operation run as optimally as possible for you. No other provider has the point-of-sale, inventory management, order management, reporting and integration capabilities of NAPA's IBS HUB system.

GPC's infrastructure, people, internal/external supplier network, and technology are not the only things that differentiate the NAPA IBS program from competitive offers, but they are some of the most impactful for you.

Thank you very much for the opportunity to present our proposal for your Parts Supply. We look forward to working together to achieve excellence in your fleet and facility operations.

Sincerely,

Art Fischer, Division Vice President

GPC/NAPA Southern Division

Hunter Beal, Division IBS Manager

GPC/NAPA Southern Division

NAPA INTEGRATED BUSINESS SOLUTIONS

AUTOMOTIVE PARTS GROUP

62% OF TOTAL GPC NET SALES



The Automotive Parts Group distributes automotive replacement parts, accessories and service items throughout North America, Europe and Australasia.

- In North America, approximately 800,000 parts are sold primarily under the NAPA brand name, widely recognized for quality parts, quality service and knowledgeable people.
- In Europe, the company continues to rollout the NAPA brand and serves each country under a variety of banners, including GROUPAUTO, Precisiuim Group, Pièces Auto, UAN, Coler, Busch, Hennig, Knoll, Voigt, Alliance Automotive Trading, PartsPoint, Lausan, Soulima and Gaudi.
- GPC Asia Pacific serves the Australasian markets primarily under the Repco and NAPA brand names.

Through our global automotive network, we serve both the Commercial (DIFM - 80%) and Retail (DIY - 20%) automotive aftermarket segments with products and services for substantially all domestic and foreign motor vehicle models.



Atlanta, GA
napaonline.com

U.S.

- 52 NAPA Distribution Centers
- 12 Automotive Supply Facilities
- 6,004 NAPA Auto Parts Stores (1,532 company-owned)
- 27 Traction Heavy Duty Parts Stores (all company-owned)

Canada

- 13 Distribution Centers
- 691 NAPA and Heavy Vehicle Stores (215 company-owned)
- 23 Import Parts Facilities (all company-owned)

Mexico

- 13 Stores

**ALLIANCE
AUTOMOTIVE GROUP**

London, England

allianceautomotivegroup.eu

France

- 18 Distribution Centers
- 1,091 Stores (241 company-owned)

U.K.

- 30 Distribution Centers
- 830 Stores (277 company-owned)

Republic of Ireland

- 2 Distribution Centers
- 7 Stores (all company-owned)

Germany

- 13 Distribution Centers
- 78 Stores (all company-owned)

Poland

- 226 Stores

The Netherlands & Belgium

- 7 Distribution Centers
- 206 Stores (137 company-owned)

Spain & Portugal

- 11 Distribution Centers
- 58 Stores (all company-owned)



Melbourne, Australia

gpcasiapac.com

Australasia

- 14 Distribution Centers
- 423 Auto Parts Stores and Branches in AU
- 128 Auto Parts Stores and Branches in NZ (AU/NZ all company-owned)

Major Products

- Automotive Replacement Parts
- Heavy Duty Replacement Parts
- Paint and Refinishing Supplies
- Tools and Equipment
- Automotive Accessories

INDUSTRIAL PARTS GROUP

38% OF TOTAL GPC NET SALES



The Industrial Parts Group is represented by Motion Industries in North America and Mi Asia Pac in Australasia.

Our Industrial Group provides access to more than 19 million industrial replacement parts and supplies for more than 200,000 MRO (maintenance, repair and operations) and OEM (original equipment manufacturer) customers in all types of end markets. We track 14 different end markets which includes: equipment and machinery, food and beverage, iron and steel, pulp and paper, mining and automotive, among others.

MOTION

Birmingham, AL
motion.com

U.S., Canada & Mexico

- 17 Distribution Centers
- 503 Branches
- 68 Service Centers

Service Capabilities

- 24/7/365 Product Delivery
- Repair and Fabrication
- Quality Processes (ISO)
- Technical Expertise
- Asset Repair Tracking
- Application and Design
- Inventory Management & Logistics



Sydney, Australia
motionasiapac.com

Australia, New Zealand, Indonesia & Singapore

- 13 Distribution Centers
- 150 Branches
- 2 Service Centers

- Training Programs
- E-business Technologies
- Storeroom & Replenishment Tracking
- Automation, Fluid Power and Conveyance value-add solutions

Major Products

- Bearings
- Mechanical & Electrical Power Transmission Products
- Electrical & Industrial Automation
- Hydraulic and Industrial Hose
- Hydraulic and Pneumatic Components
- Industrial and Safety Supplies
- Material Handling Products
- Seals & Pumps

B. Financial Viability and Marketplace Success



Financial Viability

Founded in 1928, Genuine Parts Company has had more than 90 years of financial growth and operational stability. This strength brings confidence to our customers and FSA Members who want to know they are doing business with a company that is here to support them long term.

Today GPC is a leading global distributor with scale and brand strength. We have a strong track record of strategic acquisitions to drive growth in large, fragmented addressable markets where we can leverage our distribution expertise, efficiencies, and shared services across our portfolio of businesses. We continuously optimize our portfolio and organization structure for profitable growth and year over year maintain a strong balance sheet, cash flow, disciplined capital allocation and history of consistent dividends.

The National Automotive Parts Association (NAPA), founded in 1925 is an American retailers' cooperative distributing automotive replacement parts, accessories, and service items throughout North America. There are over 6,004 NAPA Auto part stores in the United States. 1,532 are owned by Genuine Parts Company. There are over 15,000 NAPA AutoCare Repair facilities in operation which provide vehicle maintenance and repair services.

In 2023, Genuine Parts Company hit a sales record topping \$23 billion, which was a 4.5% increase from 2022. As shown in the following excerpts from the 2023 Annual Report, Genuine Parts Company is happy with its financial standing and our IBS customers should feel confident in our financial position.

Marketplace Success

In addition to the 52 distribution centers and 6,000+ retail stores that are authorized to distribute aftermarket NAPA branded parts, NAPA Integrated Business Solutions (NAPA IBS) has more than 400 onsite part operations across the US. These onsite stores represent an estimated 80% market share in the scope of the government vendor managed inventory services outlined in this RFP.

Genuine Parts Company currently holds business licenses to operate brick-and-mortar infrastructure, in each of the 50 states as well as Canada. Our large footprint has helped NAPA build its vast network of more than 1,400 outside suppliers available exclusively through our NAPA IBS program.

Our Vendor managed inventory services with IBS are also awarded with the successes of our customers. Over the past 30 years our NAPA IBS customers have received hundreds of local and national awards. In Government Fleet Magazine's 2023 Leading Fleet Awards, the following Florida based organizations received awards of operational excellence and have attributed part of their success to NAPA IBS. These awards are given to the best fleets, each of the below are current NAPA IBS customers. The awards are given for their use of industry best practices, forward-thinking initiatives and in many cases revolutionary contracting solutions. This is one of the highest honors in government fleet business.

Current NAPA IBS customers in Florida Awarded as Leading Fleets in 2023:

- City of Cape Coral, Florida

NAPA INTEGRATED BUSINESS SOLUTIONS

B. Financial Viability and Marketplace Success



- Hillsborough County, Florida
- City of Lakeland, Florida
- Palm Beach County, Florida
- Sarasota County, Florida
- City of Miami Beach, Florida

Of our 400+ IBS locations, Government (City, County, State, DOT, Government Utility) and Education (Higher Ed/K-12) comprise about 70 percent of our overall purchase volume in vendor managed inventory services. Of that government market, approximately 80 percent is traditional government and 20 percent is education.

We also have very large customers in the private sector (airlines, construction, utility, private fleets) that are significant portion of our IBS services. It is a tremendous value to our government customers that we have information on vendors from our private sector business as it broadens the scope of availability on OE and MRO supplies for our government and education fleet customers.

GENUINE PARTS COMPANY

Established in 1928, Genuine Parts Company is a leading global service organization specializing in the distribution of automotive and industrial replacement parts. Our Automotive Parts Group operates across the U.S., Canada, Mexico, Australasia, France, the U.K., Ireland, Germany, Poland, the Netherlands, Belgium, Spain and Portugal, while our Industrial Parts Group serves customers in the U.S., Canada, Mexico and Australasia. We keep the world moving with a vast network of over 10,700 locations spanning 17 countries supported by more than 60,000 teammates.

+6% 2023 Dividend Per Share \$3.80

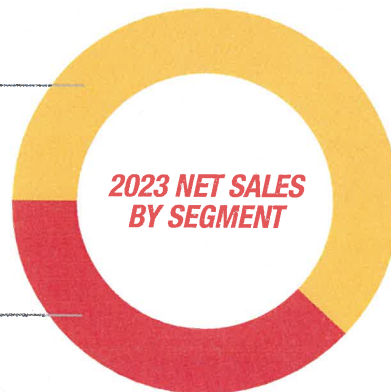
+10% 5-Year Total Shareholder Return

+8% 10-Year Total Shareholder Return

SALES HIGHLIGHTS

Automotive: 62%

Industrial: 38%



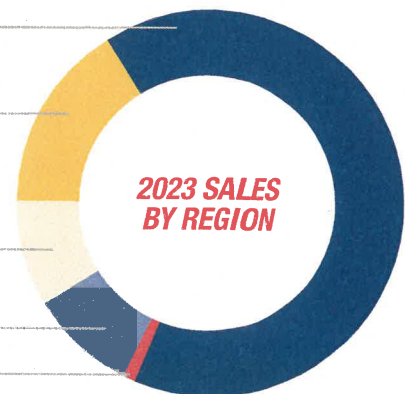
United States: 66%

Europe: 16%

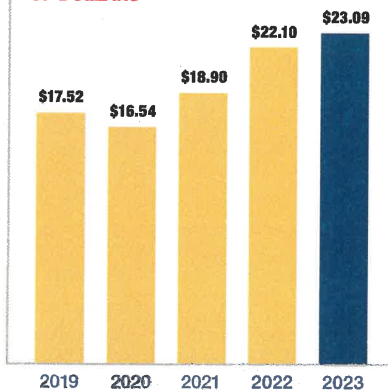
Canada: 9%

Australasia: 9%

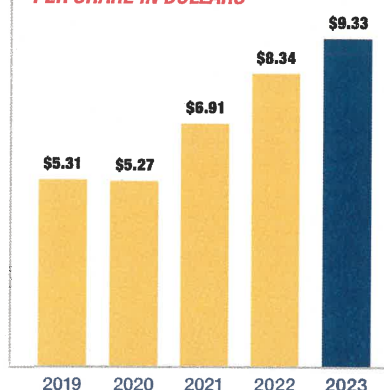
Mexico: <1%



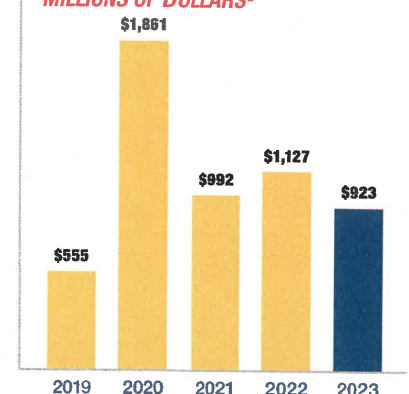
SALES IN BILLIONS OF DOLLARS



ADJUSTED DILUTED EARNINGS PER SHARE IN DOLLARS¹



FREE CASH FLOW IN MILLIONS OF DOLLARS²



2023 SALES
\$23.1B **+4.5%**

2023 ADJUSTED DILUTED EPS
\$9.33 **+11.9%**

2023 FREE CASH FLOW **\$923M**

¹ A non-GAAP measure. See "Non-GAAP Financial Measures" in this report for more information and a reconciliation to GAAP

² Free Cash Flow is defined as Cash from Operations minus Capex

FINANCIAL HISTORY

YEAR	NET SALES	INCOME BEFORE INCOME TAXES	INCOME TAXES	NET INCOME	TOTAL EQUITY END OF YEAR
	\$	\$	\$	\$	\$
1928	75,129	-2,570	-	-2,570	38,756
1929	227,978	8,027	599	7,428	49,837
1930	339,732	15,666	1,158	14,508	60,591
1931	402,463	21,516	1,857	19,659	78,097
1932	482,525	16,839	2,787	14,052	90,187
1933	629,751	34,614	6,160	28,454	109,025
1934	904,580	52,115	10,159	41,956	149,176
1935	1,035,477	38,503	7,140	31,363	171,238
1936	1,299,185	70,234	13,187	57,047	185,119
1937	1,520,199	72,622	17,647	54,975	240,140
1938	1,858,252	78,305	18,185	60,120	358,621
1939	3,180,241	136,902	27,320	109,582	476,750
1940	3,928,342	176,301	50,505	125,796	623,521
1941	6,109,724	348,690	149,020	199,670	738,536
1942	6,592,707	337,252	204,234	133,018	859,449
1943	8,205,316	430,634	260,084	170,550	1,032,182
1944	10,084,893	489,547	310,082	179,465	1,202,955
1945	11,355,633	532,944	323,302	209,642	1,415,974
1946	19,237,291	1,621,541	650,060	971,481	2,379,001
1947	18,531,472	1,088,967	429,045	659,922	3,029,334
1948	20,729,280	1,176,590	438,498	738,092	4,005,910
1949	19,845,875	1,067,096	420,175	646,921	4,372,831
1950	24,447,042	1,454,832	636,275	818,557	4,966,086
1951	26,244,669	1,168,405	601,386	567,019	5,325,561
1952	28,468,962	1,416,235	744,330	671,905	5,647,553
1953	29,731,105	1,408,213	736,190	672,023	6,022,077
1954	30,744,504	1,642,148	864,331	777,817	6,449,894
1955	34,073,288	1,921,777	1,020,148	901,629	7,001,523
1956	41,325,377	2,473,384	1,309,667	1,163,717	7,815,241
1957	48,140,313	3,328,598	1,752,800	1,575,798	8,969,272
1958	56,504,293	4,251,175	2,261,582	1,989,593	10,807,320
1959	71,581,580	6,001,005	3,165,042	2,835,963	13,285,215
1960	75,010,726	5,661,551	2,988,000	2,673,551	14,967,697
1961	80,533,146	6,491,113	3,481,000	3,010,113	17,142,687
1962	90,248,450	7,107,524	3,795,000	3,312,524	19,213,273
1963	96,651,445	7,210,807	3,850,000	3,360,807	21,189,880
1964	120,313,692	9,324,827	4,620,000	4,704,827	29,268,289
1965	171,545,228	12,262,510	5,890,000	6,372,510	45,565,926
1966	175,132,785	12,409,363	6,030,000	6,379,363	47,308,163
1967	204,893,008	14,918,758	7,272,000	7,646,758	55,679,256
1968	245,443,798	19,330,334	10,362,000	8,968,334	63,649,275
1969	303,455,677	24,228,557	13,240,000	10,988,557	77,437,679
1970	340,036,395	28,163,228	14,600,000	13,290,852	85,290,945
1971	387,138,252	33,897,667	16,966,000	16,535,006	95,476,147
1972	450,500,768	36,104,767	18,200,000	17,567,931	108,053,465
1973	501,189,438	42,068,098	21,280,000	20,341,677	121,548,638
1974	572,833,282	50,234,298	25,408,000	24,005,057	137,156,965
1975	678,353,280	63,552,088	32,850,000	29,981,108	163,092,941
1976	846,192,692	79,321,897	40,538,000	37,763,166	206,861,402
1977	942,958,756	88,365,511	44,918,000	42,243,015	233,641,292
1978	1,148,632,000	105,070,000	53,429,000	50,263,000	275,127,000
1979	1,337,468,000	121,953,000	58,808,000	61,715,000	320,706,000
1980	1,431,713,000	133,996,000	64,545,000	67,833,000	359,889,000
1981	1,584,642,000	154,271,000	74,471,000	77,543,000	410,689,000
1982	1,936,524,000	193,560,000	92,552,000	100,167,000	581,915,000
1983	2,068,231,000	200,822,000	97,188,000	103,634,000	636,218,000
1984	2,303,594,000	234,713,000	115,046,000	119,667,000	701,113,000
1985	2,332,544,000	245,203,000	118,962,000	126,241,000	729,231,000
1986	2,394,072,000	240,565,000	119,013,000	121,552,000	758,493,000
1987	2,606,246,000	262,068,000	113,776,000	148,292,000	760,256,000
1988	2,941,963,000	290,445,000	109,072,000	181,373,000	863,159,000
1989	3,161,198,000	321,877,000	122,389,000	199,488,000	971,764,000
1990	3,319,394,000	333,219,000	126,623,000	206,596,000	1,033,100,000
1991	3,434,642,000	335,027,000	127,350,000	207,677,000	1,126,718,000
1992	3,668,814,000	353,998,000	134,210,000	219,788,000	1,235,366,000
1993	4,384,294,000	425,829,000	166,961,000	257,813,000	1,445,263,000
1994	4,858,415,000	474,868,000	186,320,000	288,548,000	1,526,165,000
1995	5,261,904,000	510,794,000	201,626,000	309,168,000	1,650,882,000
1996	5,697,592,000	545,233,000	215,157,000	330,076,000	1,732,054,000
1997	5,981,224,000	565,600,000	223,203,000	342,397,000	1,859,468,000
1998	6,587,576,000	589,117,000	233,323,000	355,794,000	2,053,332,000
1999	7,950,822,000	628,067,000	250,445,000	377,622,000	2,177,517,000
2000	8,369,857,000	646,750,000	261,427,000	385,323,000	2,260,806,000
2001	8,220,668,000	603,813,000*	242,289,000*	361,524,000*	2,345,123,000
2002	8,258,927,000	605,736,000	238,236,000	367,500,000*	2,130,009,000
2003	8,449,300,000	571,743,000	218,101,000	353,642,000*	2,312,283,000
2004	9,097,267,000	635,919,000	240,367,000	395,552,000	2,544,377,000
2005	9,783,050,000	709,064,000	271,630,000	437,434,000	2,693,957,000
2006	10,457,942,000	770,916,000	295,511,000	475,405,000	2,549,991,000
2007	10,843,195,000	816,745,000	310,406,000	506,339,000	2,716,716,000
2008	11,015,263,000	768,468,000	293,051,000	475,417,000	2,324,332,000
2009	10,057,512,000	644,165,000	244,590,000	399,575,000	2,629,372,000
2010	11,207,589,000	761,783,000	286,272,000	475,511,000	2,802,714,000
2011	12,458,877,000	890,806,000	325,690,000	565,116,000	2,792,819,000
2012	13,013,868,000	1,018,932,000	370,891,000	648,041,000	3,008,179,000
2013	14,077,843,000	1,044,304,000	359,345,000	684,959,000	3,358,768,000
2014	15,341,647,000	1,117,739,000	406,453,000	711,286,000	3,312,364,000
2015	15,280,044,000	1,123,681,000	418,009,000	705,672,000	3,159,242,000
2016	15,339,713,000	1,074,340,000	387,100,000	687,240,000	3,207,356,000
2017	16,308,801,000	1,058,408,000*	362,627,000*	695,782,000*	3,464,156,000
2018	18,735,073,000	1,111,717,000*	275,635,000*	836,082,000*	3,471,991,000
2019	19,392,305,000	1,103,551,000*	270,370,000*	833,181,000*	3,695,500,000
2020	16,537,433,000	1,013,833,000*	248,795,000*	765,038,000*	3,218,003,000
2021	18,870,510,000	1,328,394,000*	331,384,000*	997,010,000*	3,503,290,000
2022	22,095,973,000	1,577,623,000*	390,038,000*	1,187,585,000*	3,804,447,000
2023	23,090,610,000	1,742,348,000	425,824,000	1,316,524,000	4,416,985,000

*Excludes non-recurring items; Our financial history presented on this page reflects financial information as reported in the company's annual reports

C. Ability to Sell and Deliver Service



NAPA IBS has 100% coverage of the Florida market, with (3) Distribution Centers strategically placed across the state and a multitude of personnel already in place to support the continuous growth in Florida, NAPA is confident in our ability to push and support a FSA contract if awarded. Below we have listed a few of the individuals in place to support our NAPA IBS partnerships in Florida.

REGIONAL Support Team – (FL, GA, LA, OK, TX)

Division Vice President – Art Fischer
Division Operations manager - Karl Ediam
Division IBS Manager – Hunter Beal
Division Operations Manager – Peter Purpura

FLORIDA Support Team

Tampa / Orlando Market

Senior Regional Director – Matt Hoffman
District IBS Manager – Ryan Hayden
IBS Area Manager – Chris Bracken
IBS Area Manager – Ernest Culler

Jacksonville / Panhandle Market

Regional Director – Aaron Thomas
District IBS Manager – Patrick McTammy
Store-District Operations Manager – Sandy Santos

Miami / South Florida Market

Regional Director – Hernando Gordils Tinedo
District Manager – Santy Lopez
IBS Area Manager – David Piroli

CORPORATE / HQ Support Team

IBS General Manager – David Noble (Currently Resides and Offices in Florida)
Director of IBS Operations – Craig Stamm
IBS Marketing Coordinator – Kristine Belke
IBS Operations Manager – Eric Maurey
IBS Inventory Manager – Jake Hiers
IBS Supply Chain Manager – Chris Cannon
IBS Customer Project Manager – Caleb Bracket
IBS Customer Project Manager – Dennis Hackman
IBS Project Manager – Jorge Lopez
Director of IBS IT – Donna Wright – Walsh
Senior Counsel – Collin Garner

NAPA INTEGRATED BUSINESS SOLUTIONS

C. Ability to Sell and Deliver Service



Over the last 30 Years NAPA has developed a sales and support infrastructure necessary to effectively grow our IBS program in all 50 states. The Florida market has continued to be one of our fastest growing markets and therefore has received more dedicated IBS personnel than many of the other markets.

The Dedicated Sales and Support Teams listed above are solely focused on business development, compliance, and operation in all IBS contract engagements. They are involved in contract selling, contract negotiations, mobilization, initial vendor management, and project implementation.

After the launch of our IBS locations, the IBS sales team will remain involved with the contract to ensure we are meeting benchmarking and key performance indicators for the customer. They are a vital part in bringing outside of market information to the fleets and maintenance facilities we service. Our IBS contract sales force are a mobile field-driven sales team and are available to service the customers at their locations and to assist our existing on-site parts management team in any endeavor.

The following is a look at the overall process flow for selling and managing our NAPA IBS contracts, along with which teams are involved at each stage:

1. NAPA IBS HQ team sets standard operating procedures.
2. Sales force promotes the contract to customers.
3. Service force executes contracts and opens and manages sites.
4. Marketing team conducts regular business reviews to promote contract retention.
5. HQ team ensures compliance, reporting and overall growth.

Our Regional and Local Sales teams will be responsible for selling and promoting our FSA IBS contract to the many prospects across the state of Florida. These teams will promote the contract using multiple proprietary marketing strategies. Our sales team's responsibility will be to work with fleet management, procurement, finance, accounting, and administration to build the best-in-class total IBS solution customized for their specific contract. They will coordinate the contract details, work with local NAPA management teams on personnel, inventory, and implementation. This team will do the detailed analytics with fleet and warehouse management to determine the best solution for the customer. NAPA IBS believes in face-to-face customer services – so our teams are dedicated to work directly with customers in their shops to help them build the best vendor managed strategy for their operation.

In conjunction with our sales effort – GPC provides NAPA IBS with dedicated legal resources to expedite the contract negotiation and finalization process. Our legal contact – Collin Garner – is available as an immediate resource to our sales team, and FSA members to answer questions and expedite documents for contracts. This has been a huge benefit for our customers because of the speed of response on contract questions and finalizations.

Contract Implementation/Project Startup Process – Post Contract After a contract has been finalized our entire IBS operations organization immediately kicks into gear as we mobilize the vendor

NAPA INTEGRATED BUSINESS SOLUTIONS

C. Ability to Sell and Deliver Service



managed on-site location. Our headquarters support team listed in above oversees implementing the new project and performs the following mobilization support tasks:

- 1) Databases FSA contract in our in-house contract managing database.
- 2) Establishes contract pricing in the new site.
- 3) Coordinates IT efforts to support on-site point of sale and any special IT initiatives.
- 4) Verifies reporting systems for FSA contract reporting.
- 5) Initializes our in-house on-line project management tools for the field.
- 6) Reviews internal business plan proposal to ensure contract compliance.
- 7) Finalizes specific key performance indicators and baseline benchmarks for our customer.

Next – our local field teams that will operate the day-to-day operations are mobilized according to the launch timeline of the project. The power of NAPA IBS is our phenomenal local support teams that execute the terms of our agreements. The support team that will work with our NAPA IBS sales team to mobilize the project include:

Local mobilization teams are already in place to execute an IBS contract site implementation that includes initial inventory of customer's fleet parts and supplies, staffing, training, reporting, vendor initialization, billing services, IT connection, and site planning.

On company-owned locations, these efforts are led by our GPC District Manager, IBS Area Manager and/or our District Operations Manager for the market. These efforts are led by our GPC Distribution Center (DC) Management Team and their support staff.

All IBS new store installations are also aided by a vital added-value part of our effort: the NAPA Systems Selling Group team. This is a dedicated group of NAPA product managers that will assist in a mobilization through inventory efforts, product identification, and product cross-over databasing and fleet surveys to assist any operation in finding the correct stocking level for their products. This exclusive NAPA team includes:

- Filtration/Heavy Duty Product Support
- Undercar (Brakes/Chassis) Product Support
- Electrical (Batteries, Rotating Electrical, Engine Management) Product Support
- Heating and Cooling Product Support
- Paint and Body Product Support
- Tools and Equipment Product Support

A final, important part of our site mobilization team is our IT team – every market has dedicated IT members who install our point-of-sale systems in IBS locations. In addition, our HQ IT team will work with this TAMS team and the customer to make sure any software integrations, billing procedures, and invoicing requirements are met.

Once our site is live and the local operations have begun executing the services outlined in our contract, we feel a major part of our process and procedures include continuous improvement processes and continuous communication steps with our FSA contract customers.

The baseline of our continuous improvement program includes regular reviews of the business

NAPA INTEGRATED BUSINESS SOLUTIONS

C. Ability to Sell and Deliver Service



processes, inventory baselines, vendor management, and store operations. NAPA IBS has developed a solid regular business review process that we make a mandatory part of our offering. The FSA contract customer will work with NAPA IBS on specific reporting and service measurables within our contract, and these will be reported during our regular business reviews. Usually, these reviews are weekly in the first 90 days, monthly in the next 90 days, and quarterly after the first 6 months of operation.

These business reviews are conducted using a proprietary digital business review tool that streamlines and regulates the review process and includes customer input, feedback and scoring to ensure we are delivering above expectations. We have included a sample business review document as an attachment. Bottom-line, the only way we deliver continuous improvement is to communicate with ALL LEVELS of our contract customers to ensure the on-site location is performing to the expectations of our customer.

The last step of process and procedure accountability for our process after we go live is our Divisional and Headquarters quarterly review of all FSA contracts. Our Division Vice Presidents and NAPA Headquarters operational staff outlined in this response review the FSA contract and subsequent business review reports produced by our local operations to ensure contract compliance.

D. Marketing Plan



NAPA IBS has a national team dedicated to marketing and growing our most important contracts. In addition to training this team on selling the value of our Sourcewell Contract, we have headquarters-driven digital and print marketing efforts as well. Below are several examples of our available marketing materials and efforts and samples will be provided as attached documents.

NAPA IBS Website – NAPA is currently revamping our public facing marketing and lead generating website that will prominently display our FSA contract details.

Salesforce.com – Customer relationship management software that has been customized to track communications, lead progress, contract status, success metrics and more for FSA prospects and existing customers. This allows our sales team to sell the program more efficiently.

Print Materials – Marketing materials available to our sales team and customers include case studies, Program benefits, process flyers, and customer information packet content and more.

Presentation Materials – Our team has access to predeveloped suite of digital content and presentation materials (PowerPoint Slides) that promote the benefits of implementing new contracts.

Video Content – We have developed specific video content that discusses the benefits with existing IBS customers. These videos are available for use in presentations, on our website, on social media and more.

Fleet Industry Events – NAPA IBS sales and marketing experts attend more than 50 industry events across the US each year and we make specific efforts to promote all of our cooperative contracts where it applies. Although we are actively involved with FLAGFA and will continue to attend the (2) annual shows. We also attend many others across the state and country that attract other potential FSA users.

NAPA INTEGRATED BUSINESS SOLUTIONS

E. Value Added Attributes



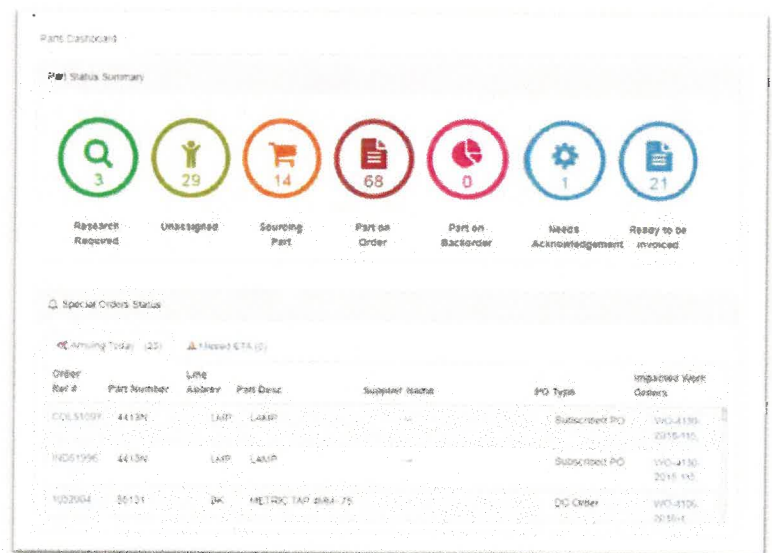
NAPA is proud of the improvements that have been added to the IBS program and are confident that our value-added technology and best business practices set us apart from our competition. We have provided several of the extra value adds within the following pages.

IBS HUB Technology

NAPA's IBS HUB Point-of-Sale System is a proprietary point-of-sale, inventory control, reporting and parts room management system that has been customized specifically for our IBS customers. It is a system exclusive to GPC that ensures your inventory performance is continuously optimized for your operation and that our management team and yours is always aware of the status of all aspects of the business. Some unique features of IBS HUB include:

- Master Interchange
- Inventory Control
- Custom Pricing
- Parts In-Stock & On Order
- Parts on Backorder
- Automatic Stocking Levels & Stock Ordering
- Cost Controls
- Bar Coding Alignment
- Historical Tracking of Parts used for Specific Units

As a matter of best practice, NAPA barcodes all parts and locations. NAPA's system supports scanning in receipts, new inventory, physical and cycle counts, along with scanning a new part on customer order. It is an integral part of NAPA's solution for efficiency and accuracy.



NAPA IBS manages our inventory on a First-In-First-Out basis for several reasons, including the ability to manage items with shelf-life limits. Issuing parts this way ensures that items with earlier expirations are used prior to newer items, reducing the risk of waste through expiration. Additionally, the FIFO method provides a more accurate assessment of the current on-hand inventory value as the parts on the shelves will be the ones with the most recent, and therefore accurate, purchase prices.

Software Integrations

NAPA has worked with many fleet software companies over the years and already have many integrations built with the leading fleet software providers. We understand the challenges others may have with building an integration from scratch and would be happy to provide a demo of our integrations if necessary. We have invested millions on software and integrations and are confident that this investment aids in providing the best possible service to our customers.

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Reporting

In addition to being a requisite tool in managing a parts room, IBS HUB also has robust reporting capabilities that will always keep the customer in the know and in control of how the operation is running. Daily, weekly, monthly, and annual reporting will allow the Fleet Management to:

- More accurately plan and track your budget
- Track and monitor facility performance
- Track and monitor technician performance
- Review daily spending
- See current fleet availability and downtime.
- Track special orders at any point in the ordering process

All the benefits listed above are realized through several automated and on-demand reports that include but are not limited to:

- Customer Summary Report
- Daily Status Report
- Parts on Order/Unit Status Report
- Daily Transaction Report
- Vehicle Out of Service Report
- Fill Rate Report
- Cost Comparison Report
- Inventory Snapshot Report

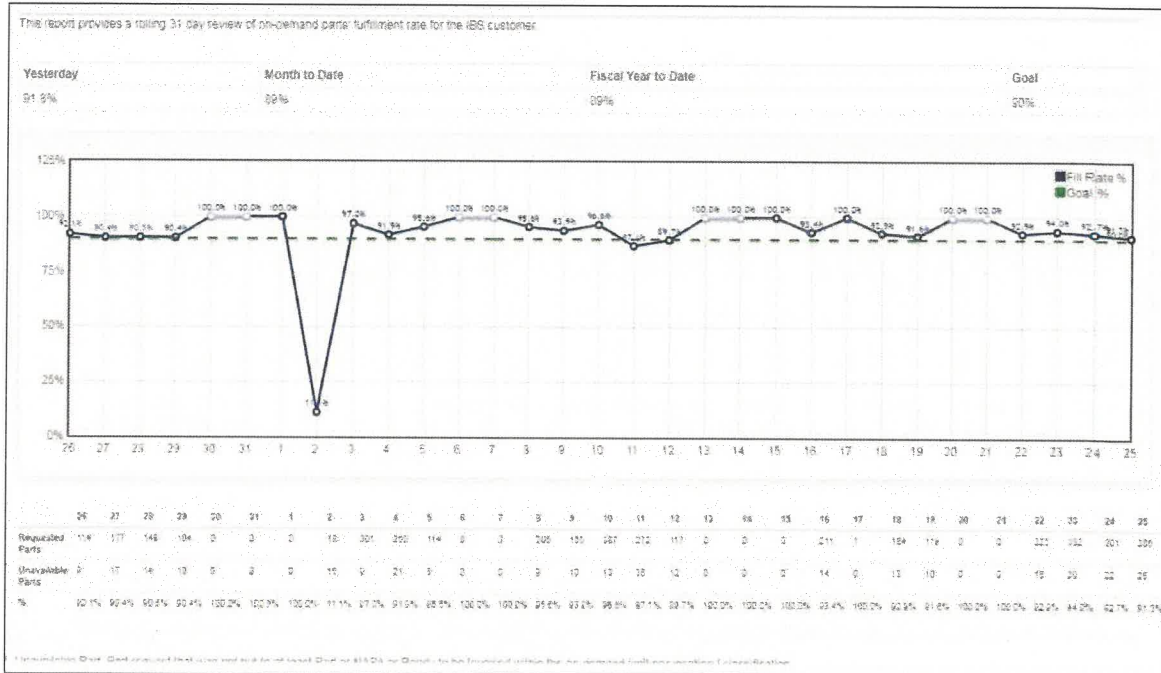
IBS HUB allows its users access to real time parts information and is the proprietary inventory management system used in our IBS operations. Examples of some of the most valuable reporting elements contained within HUB, and available to our IBS customers.

Daily Summary Report – Overview of daily activity including order status, vehicles down and inventory.

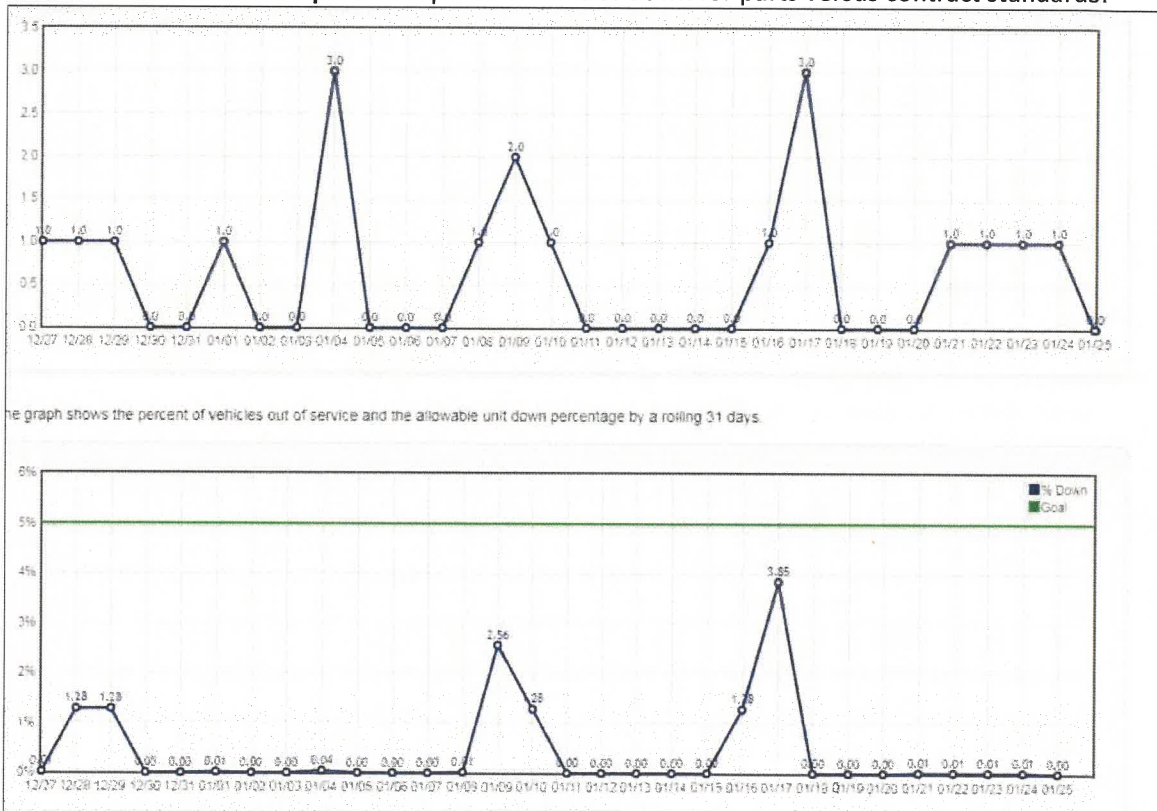
Orders												
Location	Received Orders			Outstanding Orders				Completed Orders				
	Orders	Assets	Line Items	Orders	Assets	Line Items	Average Age	Orders	Assets	Line Items	Value	Savings
	97	68	350	30	28	38	6 days, 08 hrs	70	45	218	\$9,570.58	(\$135.00)
Total	97	68	350	30	28	38	6 days, 08 hrs	70	45	218	\$9,570.58	(\$135.23)
Performance												
Location	Fill Rate	Goal	Lead Time	On Goal Pace								
	91.0%	90.0%	0 days, 00 hrs	On Goal								
Total Parts	91.0%	90.0%	0 days, 00 hrs	On Goal								
Assets												
Location	# Assets	# Assets Down	% Assets Down	Goal	On Goal Pace							
	3892	0	0.000%	5%	On Goal							
Total	3892	0	0.000%	5%	On Goal							
Inventory												
Inventory Snapshot												
Location	Inventory Snapshot				Daily Inventory Readiness							
	Total NAPA and Non-NAPA Branded	NAPA Branded	Non-NAPA Branded	Customer Owned	Total Stocked Parts	Stocked Parts Above MIN	Stocked Parts Below MIN	Out of Stock Parts	Stocking Parts on Order*			
	\$2,173,046.52	\$428,329.36	\$1,744,717.16	\$0.00	93379	87985	2648	2746	5394			

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Vehicles Out of Service Report – Snapshot of vehicles down for parts versus contract standards.



E. Value Added Attributes



Parts On Order Report – Summary of all parts currently on order with delivery dates and more.

Summarizes the Daily, MTD, YTD part request numbers and values for all IBS locations

Yesterday Order Summary										
Location	Received Orders			Completed Orders				Order Performance		
	Orders	Assets	Line Items	Orders	Assets	Line Items	Value	On Demand	On Demand %	Avg Lead Time
WDW - SSA	84	42	259	67	31	189	\$10,954.52	176	93.12%	0 days, 00 hrs
WDW - NSA	31	23	61	22	17	42	\$2,617.70	41	97.62%	0 days, 00 hrs

Month to Date Order Summary										
Location	Received Orders			Completed Orders				Order Performance		
	Orders	Assets	Line Items	Orders	Assets	Line Items	Value	On Demand	On Demand %	Avg Lead Time
WDW - SSA	1680	359	5196	1644	356	4943	\$451,178.59	3683	74.51%	0 days, 23 hrs
WDW - NSA	684	390	1995	674	387	1635	\$174,832.24	1388	84.89%	1 day, 09 hrs

Year to Date Order Summary										
Location	Received Orders			Completed Orders				Order Performance		
	Orders	Assets	Line Items	Orders	Assets	Line Items	Value	On Demand	On Demand %	Avg Lead Time
WDW - SSA	8874	611	31503	8744	608	29966	\$2,740,386.35	24177	80.98%	1 day, 11 hrs
WDW - NSA	4632	1777	12761	4571	1771	11012	\$975,002.37	9504	86.31%	2 days, 00 hrs

Order Status Report – Detailed report of parts on order for each outstanding work order.

4	Work Order Number: 131351368	Unit Number: 10545VEH	Unit: Medium/Heavy Truck - 18545 Epcot Custodial CHARLES WEST/EPCOT CUSTODIAL DIST. LIST 500-5211		Employee: Kyle Brunau	Technician: Beliveau Joseph J			
1	Part Number: 151420	Part Description: FUEL WATER SEPARATOR	Quantity: 1	Vendor: KENWORTH CENTRAL FLORIDA	Order Date: 01/23/2016	Expected Due Date: 01/24/2016	Revised Due Date: 01/24/2016	Weekday Age: 20	Order Status: Part on Order
1									
5	Work Order Number: 131317836	Unit Number: 10584VEH	Unit: Bucket Truck - 10584VEH - Horticulture GARY CROSSLEY/CHRIS O'BRIEN/SCOTT SHULTZ/GARY J. GAVIN/KEVIN LILLEY 824-1544		Employee: Jose Mendez	Technician: Kalish Jason M			
1	Part Number: 162964	Part Description: STARTER	Quantity: 1	Vendor: STARLINE CHEVY	Order Date: 01/17/2016	Expected Due Date: 01/23/2016	Revised Due Date: 01/23/2016	Weekday Age: 80	Order Status: Part on Order
1									
6	Work Order Number: 131325565	Unit Number: 10938VEH	Unit: WDI EPCOT COMPOUND 9-364-3881 SANCHEZ, HECTOR		Employee: Jose Mendez	Technician: Yaguel Jose O			
1	Part Number: 8004140	Part Description: PAD	Quantity: 3	Vendor: -	Order Date: -	Expected Due Date: -	Revised Due Date: -	Weekday Age: 00	Order Status: Ready to be shipped
Comments: WWS-1097078 05 X 10X25 028TM									
2	Part Number: 9804106	Part Description: PAD	Quantity: 1	Vendor: STARLINE CHEVY	Order Date: 01/20/2016	Expected Due Date: 01/27/2016	Revised Due Date: 01/27/2016	Weekday Age: 50	Order Status: Part on Order
2									

E. Value Added Attributes



Cost Comparison Report – Cost savings analysis on superseded parts.

This report summarizes the Daily, MTD, YTD cost comparison data for all IBS locations for the customer.

		Daily Comparison as of 01/25/2018		Month to Date Comparison from 01/01/2018 to 01/25/2018	
		Purchases	Cost Comparison	Purchases	Cost Comparison
1	Gwinnett County	\$16,436.32	(\$135.23)	\$244,579.52	(\$2,119.48)
		\$16,436.32	(\$135.23)	\$244,579.52	(\$2,119.48)

A negative Cost Comparison equates to a cost savings

Inventory Status Report – Shows real-time IBS- and customer-owned inventories in our parts room.

This report is a snapshot of NAPA and customer owned inventory as of 01/25/2018 and calculated from List Price. It also shows the end of month inventory position for the previous 12 months.

Inventory Snapshot					
Month	NAPA Branded	% of Total	Non-NAPA Branded	% of Total	Total NAPA and Non-NAPA
JANUARY, 2018	\$414,293.41	19.48%	\$2,486,898.83	80.50%	\$2,901,192.24
DECEMBER, 2017	\$413,309.44	19.93%	\$2,463,897.88	90.07%	\$2,877,207.32
NOVEMBER, 2017	\$291,730.78	20.54%	\$2,020,876.33	79.45%	\$2,312,607.09
OCTOBER, 2017	\$305,893.96	21.32%	\$1,859,167.38	78.67%	\$2,165,061.37
SEPTEMBER, 2017	\$306,137.42	22.22%	\$1,669,362.67	77.78%	\$1,975,500.29

Keep rolling 30 days of daily snapshot and end of month snapshot for rolling 12 months.

Backup Staffing Procedure & Timing

Because NAPA has such an immense local infrastructure, we are prepared to handle backup staffing needs in the case of sick days, vacations, turnover or any other situation that would disrupt our normal staffing plan. We will have fully trained backup personnel available at both the manager and driver/counter positions so the customer will experience minimal if any interruption of service.

Emergency Services

Our staff can be available to support in emergency situations with mutually agreed upon notice. In such a situation, our IBS District Manager will be the primary point of contact to coordinate emergency support. In some situations, our Site Manager may be contracted to be "on call" within a designated time. Pay rates in emergency situations would follow standard overtime policy and would be billed at time-and-a-half for

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anything extending that employee beyond 40 hours that week. In other situations where onsite support is not needed but parts access is, we will work with the customer to provide a parts allotment that is available after hours to customer's staff. In this situation, our Site Manager will inventory the consignment parts and bill the customer for anything that has been removed. Overall, if awarded we will have an initial meeting with our customer's management team to determine expected needs in emergency situations and will implement a plan to ensure those needs are satisfied.

Business Reviews

It is a primary objective throughout the implementation and project management processes to always be in full communication with the customer's management team about progress, issues, opportunities, and project status. Our local management team will be accessible to the customer and will coordinate with the onsite team to ensure action items are addressed efficiently. We will conduct regularly scheduled business reviews between our local management team and yours. We can customize our review meetings to suit your needs but typically will cover every aspect of the IBS service, including:

- Current initiatives and progress
- Key wins since the previous meeting
- Financial review (billing, inventory, savings)
- Performance execution versus contract and established KPIs
- New action items and projects

In our dedication to maintaining and improving our performance and relationship with our customers, we have developed an exclusive digital business review management portal at no cost to the County or any of our partners. The portal automatically schedules reviews, which can be weekly, monthly, quarterly, etc. according to any interval the customer prefers or deems necessary, sends reminder notices to our team members of upcoming meetings, allows for digital review submission, and provides County management with a copy of everything reviewed. The Business Review system also allows for you our customer to rate our performance so we can track how we are doing at NAPA's local, regional and national management level and it stores past reviews and notes, so no project or action items ever slip through the cracks.

The NAPA IBS program offers a brand-agnostic approach to stocking parts rooms that gives each customer the choice of what combination of OE and aftermarket brands and product lines they want us to stock. As a direct supplier of aftermarket parts many FSA members will find significant savings as aftermarket items typically comprise a significant portion of their spend.

For products that are outside of our supply chain or that are simply preferred by fleet or facilities management, we have a large automotive and non-fleet vendor network that we can turn to. We regularly source PPE products, outside repair work and other non-traditional inventory requests for FSA customers across the US and we don't add any additional markups for doing so. The pricing model that we have in place applies to any part we stock regardless of the source. With NAPA IBS, the goal is to build an inventory that fits the customer, not one based on our preferences or agenda. Furthermore, we provide transparent invoices from all suppliers so our customer can see acquisition costs and make smart purchasing decisions.

Due to our affiliation with NAPA, we do have the important ability to source a vast selection of parts from our internal supply chain, saving the customer significant dollars when they choose to go that direction. We work with 2,000+ outside vendors to source parts for our FSA customers today, but the cost savings offered by supplying NAPA parts makes NAPA the number one stocked brand across our IBS parts rooms. Stocking NAPA parts offers a dramatically reduced acquisition cost versus what our competitors pay for the same parts. Vendors without this internal supply chain pay and pass on to the customer multiple markups on aftermarket parts.

Finally, our national footprint creates buying power with our suppliers that reduces overall acquisition costs, and therefore final pricing, but it also guarantees one more thing: The potential loss of a large customer in the IBS world would not have an impact on our ability to achieve the best pricing and service from our suppliers, adding stability to our service that not all competitors who rely on just a few large accounts can provide.

SUPPLIER REQUEST FORM

Chad Chronister, Sheriff
Hillsborough County Sheriff's Office
2008 East 8th Avenue
Tampa, Florida 33605



Purchasing Section
Phone: (813) 247-8034
Purchasing@HCSO.tampa.fl.us
[HTTPS://TeamHCSO.com](https://TeamHCSO.com)

To establish your business as a Supplier to the Hillsborough County Sheriff's Office, provide the following ✓ documentation along with this completed application.

Send completed forms to your HCSO Contact.

Refer to the HCSO Purchasing website [HTTPS://TeamHCSO.com/Purchasing](https://TeamHCSO.com/Purchasing) for additional information.

Business Name (as shown on your invoice): <u>NAPA Auto Parts</u>			
Owners Name as per IRS Records, if reporting under SS#:			
Parent Company (if applicable): <u>Genuine Parts Company Inc</u>			
DUNS Number: <u>00-692-4948</u>			
Federal Tax ID Number: <u>58-0254510</u>		OR Social Security Number:	
Tax Status:	C-Corp: ☒	S-Corp: ☐	Individual/Sole Proprietor (1099): ☐ LLC/LLP (1099): ☐
Business Type:	Commodity ☒	Services* ☒	Visa Accepted: Yes ☒ No ☐ ACH Attached: Yes ☒ No ☐

✓ Automated Clearing House (ACH) and HCSO Purchasing Card are the accepted methods of payment; please inquire at AccountsPayable@TeamHCSO.com or (813) 247-8276. ACH Authorization Form attached.

Phone Number: <u>813-915-7910</u>	Telephone	Remittance and Advice Notification Email: <u>ryan_hayden@genpt.com</u>		
Phone Number:	Fax			
Phone Number: <u>3524241612</u>	Cell			
The above e-mails are required, but may be duplicative of other e-mails listed herein.				
Address: <u>P.O. Box 409043</u>	City: <u>Atlanta</u>	State: <u>GA</u>	Zip: <u>30384</u>	Remit-To
Address: <u>11718 North Florida Avenue</u>	City: <u>Tampa</u>	State: <u>FL</u>	Zip: <u>33612</u>	Procurement
Address: <u>11718 North Florida Avenue</u>	City: <u>Tampa</u>	State: <u>FL</u>	Zip: <u>33612</u>	Shipping

HCSO Supplier Group (Procurement Category Code): _____

Your HCSO Contact: _____

SALES CONTACT	ACCOUNTING CONTACT
Name: <u>Ryan Hayden</u>	Name: <u>Ryan Hayden</u>
Office Phone: <u>(813) 915-7910</u>	Phone: <u>813-915-7910</u>
Cell Phone: <u>(352) 424-1612</u>	Fax: <u>3524241612</u>
E-Mail: <u>ryan_hayden@genpt.com</u>	E-Mail: <u>ryan_hayden@genpt.com</u>

- ✓ Completed and Signed IRS Form W9 (W8 for Foreign Based Company).
- ✓ Business Tax Receipt from Hillsborough County or other municipality's business license.
- ✓ Certificates of current Liability & Workers' Compensation Insurance (for on-site service providers.)*
- ✓ If your company is an LLC or LLP filing as a Corporation, provide IRS Form 8832 or Form 2553 to prevent receipt of an IRS Form 1099.

HCSO Use Only - Finance Initiator:	
HCSO Staff Requesting: _____	ABN: _____
Payment Types Requested: Check, ACH, Legal Check, Etc. _____	
Alternate Name Requested: (FBO) (DBA) (Legacy) _____	
Supplier PO will be automatically emailed ☐	Supplier PO will be set to Print and manually emailed ☐
HCSO Use Only - Purchasing:	
Convictions, Suspensions, or Federal Exclusions: Yes ☐ No ☐	
If Yes, please explain: _____	
Remittance Integration ☐	ACH Initiated ☐
Payment Terms ☐	IRS Verification ☐
Date: _____	Verified By: _____



PAYMENT AUTHORIZATION FORM

Automated Clearing House (ACH) and HCSO Purchasing Card (PCard) are the accepted methods of payment; please inquire at AccountsPayable@TeamHCSO.com or (813) 247-8276. Each time a payment is disbursed to the financial institution/account provided below, an electronic notification is sent to the e-mail address notated for Remittance Notifications.

PAYEE INFORMATION:

Genuine Parts Company (DBA - NAPA Auto Parts)	58-0254510
Payee Name (Entity Name or Name of Individual)	SSN/EIN/TIN
P.O. Box 409043 / Atlanta, GA 30384-9043	
Payee Remit-To Address	
ryan_hayden@genpt.com	813-915-7910
E-Mail Address (Remittance Notifications)	Phone Number

FINANCIAL INSTITUTION INFORMATION:

Truist Bank	303 Peachtree Street NE, 3rd Floor, Atlanta, GA 30308
Bank Name	Bank Address
053101121	8801669295
Routing Transit Number	Account Number

Type: ☒ Checking (Attach a blank voided check*) OR ☐ Savings (Attach a blank voided deposit slip*)

*Letter of Verification from your Financial Institution on letterhead and signed may be substituted.

VISA PCARD PAYMENT INFORMATION:

Visa is accepted as a form of payment without fees to the taxpayers of Hillsborough Couty: ☐ YES ☒ NO
Visa is accepted as a form of payment with fees to the taxpayers of Hillsborough Couty not to exceed <u>3.0</u> %: ☐
Exception is made to transactions between _____ and _____ at which time fees are not applied to taxpayer funds.

NAPA Auto Parts	Genuine Parts Company
Business Name as appears on Invoice	Credit Card Statement Name

PAYEE CERTIFICATION:

By signing this form, I authorize payments to be deposited to the designated account and financial institution named above by the Hillsborough County Sheriff's Office for goods/ services rendered, reimbursements, or other transactions and, if necessary, to initiate other adjustments for any entries made in error. This authorization shall remain in full force and effect until withdrawn in writing with sufficient notice to allow adequate time to effect termination.

Art Fischer	Division Vice President
Name (Please Print)	Title
<u>Art Fischer</u>	Jul 15, 2024
Art Fischer (Jul 15, 2024 17:48 EDT)	Date
Signature	

Please return completed form and blank voided check/deposit slip or verification letter* to Hillsborough County Sheriff's Office, ATTN: Purchasing, 2008 East 8th Avenue, Tampa, Florida 33605 or Purchasing@HCSO.Tampa.FL.US.



**Genuine Parts Company
Automotive Parts Group
Accounts Receivable Service Center
4625 River Green Pkwy, Duluth, GA 30096**

Payee/Company Information

Genuine Parts Company dba Napa Auto Parts
3100 Windy Hill Road SE
Atlanta, GA 30339
877-558-9287

Remit to address:
Napa Auto Parts
P.O. Box 2047
Norcross, GA 30091

Financial Institution Information

Truist
303 Peachtree St.
Atlanta, GA 30308
866-448-6394

ABA Routing# 053101121
Bank Account# 8801669295
Checking Account

Remittance Email address
achpayment@genpt.com

Art Fischer
Art Fischer (Jul 15, 2024 17:48 EDT)

Request for Taxpayer Identification Number and Certification

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

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

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. GENUINE PARTS COMPANY INC	
2 Business name/disregarded entity name, if different from above DBA NAPA AUTO PARTS, US AUTOMOTIVE PARTS GROUP	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=S corporation, S=S corporation, P=Partnership) _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) _____	
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3). Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
5 Address (number, street, and apt. or suite no.) See instructions. 2999 WILDWOOD PARKWAY	Requester's name and address (optional)
6 City, state, and ZIP code ATLANTA, GA 30339	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

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

Social security number									
				-				-	
or									
Employer identification number									
5	8	-	0	2	5	4	5	1	0

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person **Rafaela Wacker**

Date **01/09/2024**

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (Interest earned or paid)

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

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

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



Department of State

I certify from the records of this office that GENUINE PARTS COMPANY, is a corporation organized under the laws of Georgia, authorized to transact business in the State of Florida, qualified on April 20, 1956.

The document number of this corporation is 810971.

I further certify that said corporation has paid all fees due this office through December 31, 2002, that its most recent annual report/uniform business report was filed on April 22, 2002, and its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Twenty-first day of January, 2003



CR2EO22 (1-03)

Ken Detzner
Ken Detzner
Secretary of State

State of Florida

Department of State

I certify that the attached is a true and correct copy of the Application For Registration of the Fictitious Name NAPA AUTO PARTS, registered with the Department of State on April 10, 2017, as shown by the records of this office.

The Registration Number of this Fictitious Name is G17000038172.

*Given under my hand and the Great Seal of
Florida, at Tallahassee, the Capital, this the
Thirteenth day of April, 2017*

Ken DeFries

Secretary of State





[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by FEI/EIN Number](#) /

Detail by FEI/EIN Number

Foreign Profit Corporation
GENUINE PARTS COMPANY

Filing Information

Document Number	810971
FEI/EIN Number	58-0254510
Date Filed	04/20/1956
State	GA
Status	ACTIVE
Last Event	CORPORATE MERGER
Event Date Filed	12/06/1995
Event Effective Date	12/31/1995

Principal Address

2999 Wildwood Parkway
Atlanta, GA 30339

Changed: 03/06/2024

Mailing Address

2999 Wildwood Parkway
Atlanta, GA 30339

Changed: 03/06/2024

Registered Agent Name & Address

CT CORPORATION SYSTEM
C/O CT CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324

Name Changed: 10/16/2013

Address Changed: 10/16/2013

Officer/Director Detail

Name & Address

Title Vice President - Supply Chain Technology

Title Director

Hyland, Donna
2999 Wildwood Parkway
Atlanta, GA 30339

Title Director

Wood, Jenner
2999 Wildwood Parkway
Atlanta, GA 30339

Title Director

Camp, Betsy
2999 Wildwood Parkway
Atlanta, GA 30339

Title Director

Hardin, Russ
2999 Wildwood Parkway
Atlanta, GA 30339

Title Director

Holder, John
2999 Wildwood Parkway
Atlanta, GA 30339

Title Director

Fayard, Gary
2999 Wildwood Parkway
Atlanta, GA 30339

Title Director

Johns, John
2999 Wildwood Parkway
Atlanta, GA 30339

Title Director

Donahue, Paul
2999 Wildwood Parkway
Atlanta, GA 30339

Title Director

Title EVP

Neill, James
2999 Wildwood Parkway
Atlanta, GA 30339

Title Executive Vice President and Chief Information and Digital Officer

Krishna, Naveen
2999 Wildwood Parkway
Atlanta, GA 30339

Title Senior Vice President and General Counsel

Galla, Christopher
2999 Wildwood Parkway
Atlanta, GA 30339

Title Senior Vice President - Total Rewards

Hamilton, Lisa
2999 Wildwood Parkway
Atlanta, GA 30339

Title Senior Vice President - Investor Relations

Jones, Sidney
2999 Wildwood Parkway
Atlanta, GA 30339

Title Senior Vice President - Employee Experience

Smith, Vickie
2999 Wildwood Parkway
Atlanta, GA 30339

Title Vice President - Human Resources

Bell, Cassie
2999 Wildwood Parkway
Atlanta, GA 30339

Title Vice President - Strategic Business Transformation

Briggs, Murray
2999 Wildwood Parkway
Atlanta, GA 30339

Title VP and Asst. Treasurer

04/18/2021 -- ANNUAL REPORT	View image in PDF format
04/29/2020 -- ANNUAL REPORT	View image in PDF format
02/11/2019 -- ANNUAL REPORT	View image in PDF format
01/15/2018 -- ANNUAL REPORT	View image in PDF format
05/23/2017 -- AMENDED ANNUAL REPORT	View image in PDF format
04/17/2017 -- ANNUAL REPORT	View image in PDF format
04/25/2016 -- ANNUAL REPORT	View image in PDF format
04/09/2015 -- ANNUAL REPORT	View image in PDF format
04/21/2014 -- ANNUAL REPORT	View image in PDF format
10/16/2013 -- Reg. Agent Change	View image in PDF format
02/18/2013 -- ANNUAL REPORT	View image in PDF format
04/17/2012 -- ANNUAL REPORT	View image in PDF format
03/30/2011 -- ANNUAL REPORT	View Image in PDF format
08/27/2010 -- Reg. Agent Change	View image in PDF format
04/01/2010 -- ANNUAL REPORT	View image in PDF format
04/20/2009 -- ANNUAL REPORT	View image in PDF format
04/18/2008 -- ANNUAL REPORT	View image in PDF format
05/15/2007 -- ANNUAL REPORT	View image in PDF format
05/01/2006 -- ANNUAL REPORT	View image in PDF format
05/17/2005 -- ANNUAL REPORT	View image in PDF format
05/03/2004 -- ANNUAL REPORT	View image in PDF format
04/17/2003 -- ANNUAL REPORT	View image in PDF format
04/22/2002 -- ANNUAL REPORT	View image in PDF format
03/22/2002 -- Reg. Agent Change	View image in PDF format
01/26/2001 -- ANNUAL REPORT	View image in PDF format
05/15/2000 -- ANNUAL REPORT	View image in PDF format
05/17/1999 -- ANNUAL REPORT	View image in PDF format
04/22/1998 -- ANNUAL REPORT	View image in PDF format
03/05/1997 -- ANNUAL REPORT	View image in PDF format
04/05/1996 -- ANNUAL REPORT	View image in PDF format
05/01/1995 -- ANNUAL REPORT	View image in PDF format



Refer to the HCSO Purchasing website <HTTPS://TeamHCSO.com/Purchasing> Doing Business with HCSO for additional information.

Additional documentation available from our above-mentioned website include:

- [HCSO Holiday Schedule](#)
 - Outline of business days observed by the Hillsborough County Sheriff's Office (HCSO) as Holidays
- [Vendor Application Packet](#)
 - A Packet which contains a Supplier Request Form, ACH Payment Authorization Form, and a blank W9
- [ACH Payment Authorization Form](#)
 - A Form utilized by the Hillsborough County Sheriff's Office to initiate new, or update existing, Automated Clearing House (ACH) payment information to process payments.
- [Federal Grant Compliance Acknowledgment](#)
 - A document utilized to document Acknowledgment of the requirements of the HCSO and Supplier(s) in regard to public competitive procurements and other purchases made with Federal Grant Funds.
- [HCSO's Purchasing Terms and Conditions](#)
 - General Purchasing Terms and Conditions of the HCSO agreed to upon acceptance and fulfillment of a Purchase Order (PO) for goods or services.
- [Procurement Codes \(HCSO Supplier Groups\)](#)
 - List of supplier categories HCSO personnel may use to search for purveyors of certain goods or service descriptions within our Supplier Database.
- [HCSO's Tax Exemption Certificate](#)
 - The Hillsborough County Board of County Commissioners (BOCC) and all agencies funded by the BOCC such as HCSO are eligible for Florida State Sales Tax Exemption.
- [HCSO's W-9](#)
 - Completed Request for Taxpayer Identification number and Certification for HCSO including Employer Identification Number.



Federal Grant Compliance

This form is included as an appendix with solicitation documents when any portion of the procurement is funded by a Federal Government Grant with the Hillsborough County Sheriff's Office (HCSO) as Grantee or Sub-Grantee or at any pass through tier. It is included here as documentation for other Grant related purchases.

The HCSO hereby certifies compliance with the e-CFR §§200.318-326 Uniform Grant Guidance (UGG) standards as issued by the US Office of Management and Budget (OMB) Circular effective December 26, 2014. Compliance includes but is not limited to the following: General Procurement Standards, Competition, Methods of Procurement, Contracting with Small and Minority Businesses, Procurement of Recovered Materials, Contract Cost and Price, Federal Awarding Agency Review, Bonding Requirements and Contract Provisions.

The Contractor is advised the Federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to this specific project for the purpose of making audits, examinations, excerpts and transcriptions.

The following provisions as per the Code of Federal Regulations-Title II- Part 200- Appendix II are hereby incorporated into and form a part of the Terms and Conditions.

- a. Equal Employment Opportunity Act Executive Order 11246 as amended by E.O. 11375 and supplemented by regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor". The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- b. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) for prime construction projects in excess of \$2,000 under which Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor, and shall be required to pay wages not less than once a week. A copy of the current prevailing wage determination issued by the Department of Labor can be found, on line at <http://www.wdol.gov>, and the award of a contract shall be conditioned upon the acceptance of the wage determination. This includes the Copeland "Anti-Kickback" Act (40 U.S.C. 3145) providing that each Contractor 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 they are otherwise entitled.
- c. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) Under Contracts awarded in excess of \$100,000, Contractors are required to base pay on a 40 hour work week and to pay 1.5 times the base pay rate for hours worked in excess of forty. No construction laborer or mechanic shall be required to Work in surroundings or under working conditions that are unsanitary, hazardous or dangerous.
- d. Rights to Inventions Made Under a Contract or Agreement 37 CFR Part 401.



- e. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Act (33 U.S.C. 1251-1387) as amended for Grants and Contracts in excess of \$150,000. Violations to be reported to the regional office of the Environmental Protection Agency (EPA).
- f. Debarment and Suspension (Executive Orders 12549 and 12689). A contract award must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM) list of parties excluded from federal procurement or non-procurement programs.
- g. Byrd Anti-Lobbying Amendment (31 U.S. C. 1352). Contractors that bid for an award exceeding \$100,000 must file certification that it will not use Federal funds to pay any person or organization for influencing an officer or employee of any agency, a member, officer or employee of Congress in connection with obtaining any federal contract, grant or other award.
- h. Procurement of recovered materials. 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.
- i. Prohibition on certain telecommunications and video surveillance services or equipment Grant funds are prohibited to be used to Procure or obtain Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities) as described in [Public Law 115-232](#), section 889.
- j. Build America, Buy America Act (BABAA). Contractors must comply with the “Build America, Buy America” provisions of the Infrastructure Investment and Jobs Act and E.O. 14005 which states that any Federally funded infrastructure project must source their iron, steel, manufactured products and construction materials from the United States. This provision applies only to Federally funded infrastructure projects.

Compliance with the Davis Bacon Act identified in paragraph b. above requires the Contractor to submit on a weekly basis, a certified copy of all payrolls for the preceding weekly payroll period. Each payroll submitted shall be accompanied by a Statement of Compliance using page 2 of Form WH-347 Payroll (Optional Use), or any form with identical wording, certifying compliance with applicable requirements. The statement is to be signed by the Contractor or subcontractor or by an authorized officer or employee of the Contractor or subcontractor who supervises the payment of wages, and delivered to the Project Manager or other designee. This must be submitted within seven (7) days after the regular pay date for the pay period.



The Contractor's signature below constitutes agreement to comply with the above provisions and CFR

§200.321 and 200.322 and to flow down all applicable provisions to subcontractors. The Contractor further accepts the Department of Labor prevailing wage determination.

ACCEPTANCE

We do hereby acknowledge the above provisions as part of the Terms and Conditions.

PLEASE PRINT

Company Name: Genuine Parts Company d/b/a NAPA Integrated Business Solutions

By Art Fischer

Title Division Vice President

Signature Art Fischer
Art Fischer (Jul 15, 2024 10:43 EDT)

RFP-2024-017-Appendix-I-Supplier-Packet (003)

Final Audit Report

2024-07-15

Created:	2024-07-15
By:	Hunter Beal (hunter_beal@genpt.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAFQahUsIFHn6ynJFbWB4YOfDLPMuGwpcr

"RFP-2024-017-Appendix-I-Supplier-Packet (003)" History

-  Document created by Hunter Beal (hunter_beal@genpt.com)
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2024-07-15 - 8:56:36 PM GMT
-  Email viewed by art_fischer@genpt.com
2024-07-15 - 9:47:48 PM GMT
-  Signer art_fischer@genpt.com entered name at signing as Art Fischer
2024-07-15 - 9:48:46 PM GMT
-  Document e-signed by Art Fischer (art_fischer@genpt.com)
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-  Agreement completed.
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LETTER OF INTENT**RFP 2024-017 FACILITY MAINTENANCE SOLUTIONS**

The undersigned acknowledges the General Terms and Conditions of the Request for Proposal and intends to respond to the Hillsborough County Sheriff's Office (HCSO). We understand that any amendments, clarifications, and addenda to the RFP will be promptly communicated to the individual authorized below to receive this information.

Genuine Parts Company d/b/a NAPA Auto Parts

COMPANY NAME

11718 North Florida Ave. Tampa, FL 33612

COMPANY ADDRESS

Hunter Beal

PRIMARY CONTACT NAME/TITLE

Hunter_Beal@genpt.com

EMAIL ADDRESS

(325)668-3153

TELEPHONE NUMBER

FAX NUMBER

Art Fischer
Art Fischer (Jun 24, 2024 17:08 EDT)

24/06/24

SIGNATURE OF COMPANY OFFICER

DATE

When responding to this Letter of Intent, in good faith, it will allow the Assigned Buyer to coordinate RFP related correspondence in an effective manner to all participants, when applicable, in addition to the HCSO's official means of communication – HCSO's website, <https://TeamHCSO.com/>.

If you do not wish to participate, please instead return APPENDIX II - *Statement of No Proposal*. This information is helpful to the process and assures the HCSO you wish to remain on the available HCSO Supplier List.

****NOTE: THIS FORM SHOULD BE SENT IMMEDIATELY TO THE ASSIGNED BUYER LISTED ON THE FRONT OF THIS DOCUMENT AT FAX NUMBER 813-242-1826 or Rflamand@TeamHCSO.com**

HCSO . Letter of Intent

Final Audit Report

2024-06-24

Created:	2024-06-24
By:	Hunter Beal (hunter_beal@genpt.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA_bF6JTXOp146buUMtexzewyXBllcYdWy

"HCSO . Letter of Intent" History

-  Document created by Hunter Beal (hunter_beal@genpt.com)
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-  Document emailed to Art Fischer (art_fischer@genpt.com) for signature
2024-06-24 - 9:06:41 PM GMT
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2024-06-24 - 9:07:03 PM GMT
-  Document e-signed by Art Fischer (art_fischer@genpt.com)
Signature Date: 2024-06-24 - 9:08:33 PM GMT - Time Source: server
-  Agreement completed.
2024-06-24 - 9:08:33 PM GMT

SIGNATURE OF ACKNOWLEDGMENT

The General Terms and Conditions outlined above are acknowledged. Our Proposal is attached.

Genuine Parts Company d/b/a NAPA Integrated Business Solutions
Company Name

<u>Art Fischer</u>	<u>Division Vice President</u>
Company Officer Name (Printed)	Title
<u>Art Fischer</u>	<u>24/07/16</u>
Art Fischer (Jul 15, 2024 10:43 EDT)	
Company Officer Signature	Date

NOTE: THIS PAGE MUST BE RETURNED WITH YOUR PROPOSAL. EACH COMPANY'S PROPOSAL, AND ANY CLARIFICATIONS TO THAT PROPOSAL, AS WELL AS ALL AMENDMENTS OR ADDENDA TO THIS DOCUMENT, SHALL BE SIGNED BY AN OFFICER OF THE COMPANY OR A DESIGNATED AGENT EMPOWERED TO BIND THE COMPANY IN CONTRACT. EXCEPTIONS TO THE SPECIFICATIONS, IF ANY, MAY BE NOTED IN THE PROPOSAL RESPONSE, *EXCEPTIONS* (PART D, PARAGRAPH 1).

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

4. **CONTRACTOR ORDER INSTRUCTIONS:** Describe the preferred method of contact to request service. (Print the information below):

Contact Name & Title: Ryan Hayden - IBS District Manager

Address: 11718 North Florida Avenue

City: Tampa State: FL Zip Code: 33612

Office: (813) 915-7910 Mobile: (352) 424-1612 Fax: ()

Email: ryan_hayden@genpt.com

Company Website: www.napaonline.com

5. **PROPOSER CONTACT INFORMATION:** Provide the contact information for the individual submitting this PROPOSAL RESPONSE. (Please print the information below):

Company Name: Genuine Parts Company (DBA - NAPA Auto Parts / IBS)

Contact Name and Title: Ryan Hayden - IBS District Manager

Address: 11718 North Florida Avenue

City: Tampa State: FL Zip Code: 33612

Office: (813) 915-7910 Mobile: (352) 424-1612 Fax: ()

Email : ryan_hayden@genpt.com

Describe the preferred method of contact for questions regarding this Proposal submission:

Email or Cell Phone

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

SIGNATURE OF AFFIRMATION AND DECLARATION

At this present time, we understand all requirements and warrant that as a serious Proposer we will comply with all the stipulations included in the Proposal Package. **The undersigned must be an Officer of the Company, or a designated agent empowered to bind the Company in Contract.**

The below named Proposer affirms and declares:

- A. That Proposer is of lawful age and that no other person, firm or corporation has any interest in this Proposal offered to be entered into;
- B. That this Proposal is made without any understanding, agreement or connection with any other person, firm or corporation making a Proposal for the same purpose, and is in all respects fair and without collusion or fraud;
- C. That the Proposer is not in arrears to Hillsborough County or the HCSO upon debt or contract and is not a defaulter, as surety or otherwise, upon any obligation to the HCSO;
- D. That no officer, employee or person whose salary is payable in whole, or in part, from the HCSO, is, shall be, or become interested, directly, or indirectly, surety or otherwise in this Proposal Response; in the performance of the Contract; in the supplies, materials, equipment and Work or labor to which they relate; or in any portion of the profits thereof.

The undersigned agrees that this Proposal shall remain open for 120 days following the opening of Proposals.

Respectfully submitted by,

Genuine Parts Company d/b/a NAPA Integrated Business Solutions
Company Name

Art Fischer
Company Officer Name (printed)

24/07/15

Date

Art Fischer
Art Fischer (Jul 15, 2024 10:43 EDT)
Company Officer Signature

Division Vice President
Title

Signature Pages

Final Audit Report

2024-07-15

Created:	2024-07-15
By:	Hunter Beal (hunter_beal@genpt.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA1MsbTT08fiywwQWwfh3gTMCOCKMb-Gg9

"Signature Pages" History

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-  Document e-signed by Art Fischer (art_fischer@genpt.com)
Signature Date: 2024-07-15 - 2:43:03 PM GMT - Time Source: server
-  Agreement completed.
2024-07-15 - 2:43:03 PM GMT



Host Sheriff Procurement – Hillsborough County Sheriff's Office
FSA-HCS-IBS1.0: Integrated Business Solutions

Awarded: September 17, 2024

Effective Through: September 16, 2029 (Initial Term)

The Hillsborough County Sheriff's Office competitively procures the Host Sheriff Procurement Contracts in accordance with Chapter 30 and Chapter 163, Florida Statutes, and the best practices articulated in Chapter 287, Florida Statutes. Resulting contracts are available to all eligible purchasers identified by Rule 60A-1.001, Florida Administrative Code, and state and local government agencies nationwide. The HCSO Master Agreement is available on FSA's website at www.flsheriffs.org/purchasingprogram/.

Awarded Vendor:

- MANCON, LLC
 - Website: <https://mancon.dwcmsweb.com/scm>
 - Contact: David Albis 757-460-6308 dalbis@manconinc.com
- Genuine Parts Company (dba NAPA Auto Parts)
 - Website: <https://www.napa-ibs.com/>
 - Contact: Ryan Hayden 813-915-7910 ryan_hayden@genpt.com

Covered Services and Products:

- Vendor managed inventory solutions
 - Parts, fluids, equipment, and supplies for fleet and warehouse operations
 - On and off-site storage, service, and parts room operation, management and staffing
 - Performance reporting, and data and technology analysis
 - Fleet and facility software integration and data exchange
 - Emergency response services
 - Parts replacement and warranty management
 - National distribution system services
 - Stock and non-stock parts sourcing
 - Parts research, acquisition, and delivery
 - Radio/communications parts and services
- Logistics management solutions
 - Warehouse management services
 - Warehouse and transportation coordination for in and outbound supplies
 - Shipment optimization
 - Freight management
 - Load scheduling and delivery confirmation
 - Customs management for international shipments
 - Coordination of just-in-time replenishment

- Web-based solutions and knowledge-based professional services
- Related training, consultative, administrative and technical support

Important Links and Backup Documents:

[HCSO Tabulation Sheet](#)

[HCSO ITB Document](#)

HCSO Vendor Award Letters:

- [MANCON](#)
- [Genuine Parts \(NAPA\)](#)

[HCSO Complete Contract Details and Documentation](#)

Special thanks to the lead agency, Hillsborough County Sheriff's Office, for your commitment to further the mission of the Florida Sheriffs Association through your partnership.

CITY COUNCIL AGENDA ITEM

Memo Date: November 19, 2025
Agenda Date: December 9, 2025
File ID: 2025-1141
Prepared By: Samantha Senger, Communications & Economic Development Director
Through: Stockton Whitten, City Manager
Requested Action: Staff recommends approval on First Reading of Ordinance XX-2025 adopting the First Addendum to the Amended and Restated Solid Waste Contract 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.

BACKGROUND:

In September 2025, Cocoa City Council approved Ordinance 09-2025 adopting 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.

The approved changes were as follows:

Due to issues seen in the community with the new pick-up process, Council gave direction to staff at the August 26, 2025 City Council meeting to move forward with contract revisions to include the following:

- Add on both regularly scheduled, routed bulk yard waste and bulk trash collection every other week (alternating). Residents will get their bulk yard waste picked up one week and their bulk trash picked-up the next week without having to call in for this service.
- Extend the current agreement term date to September 30, 2030.
- This will still include the 3% annual CPI increase.
- Residents will see a \$3.74 per month increase beginning October 1, 2025.
- Commercial rates for bulk trash pick-up would also increase \$0.41 per cubic yard, billed through Waste Management.

The contract that was approved as part of Ordinance 09-2025 included two lines that were added incorrectly and are removed from the amended and restated Solid Waste Contract.

1. Section 4.3 Commercial Service, A. Frequency of Collection: Bulk trash will be collected on a regularly scheduled day, once per week, every other week.

2. Section 4.3 Commercial Service, C. 4: Bulk Trash: Contractor shall be required to provide collection and disposal services for all bulk trash generated from commercial customers regardless of whether it is containerized. Non-vegetative Bulk Trash shall be collected on a regularly scheduled day, one time per week, every other week.

Per the approved changes above, commercial customer pick-up was not changed, only the rate. Bulk waste for commercial customers must be called in for a special roll-off dumpster. This is not included in the new weekly bulk pick-up schedule. The new bulk pick-up process was for residential customers only.

Also, the Exhibit A Rate Schedule that was included with the contract in Ordinance 09-2025 did not have the revised commercial dumpster rates reflected. That has been updated in the new contract.

The First Addendum to the Amended and Restated Solid Waste Contract now reflects these minor adjustments.

PRIORITY AREA CONNECTION:

Organizational Effectiveness
Public Safety/Community Standards

BUDGETARY IMPACT:

All fees associated with waste services are paid for by residential and commercial customers.

PREVIOUS ACTION:

The previous Solid Waste Services Agreement with Waste Management began in 2006 and was first renewed in 2011 and then a final five-year renewal in 2016. In February 2021, City Council directed staff to negotiate a new contract with Waste Management to keep any potential increases to residents to a minimum. The revised contract was approved through Ordinance 09-2025 in September 2025.

RECOMMENDED MOTION:

Staff recommends approval on First Reading of Ordinance XX-2025 adopting the First Addendum to the Amended and Restated Solid Waste Contract 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.

ORDINANCE NO. ____-2026

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, MODIFYING THE SOLID WASTE FRANCHISE AGREEMENT BETWEEN THE CITY OF COCOA AND WASTE MANAGEMENT OF FLORIDA, INC., ATTACHED HERETO TO CORRECT AN OVERSIGHT; REVISING SOLID WASTE SERVICE CHARGES SET FORTH ON EXHIBIT "A"; PROVIDING FOR REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, pursuant to Article VIII, Section 2(b) of the Florida Constitution, municipalities have governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal services, and may exercise any power for municipal purposes except as otherwise provided by law ("Municipal Home Rule Authority"); and

WHEREAS, Article XV of the City Charter authorizes the City Council to adopt franchise agreements by Ordinance and Section 9-37 of the Cocoa Code provides that the City may establish and collect service charges for inspecting, collecting, hauling and disposing of solid waste, special waste, sludge, construction and demolition debris or any other waste; and

WHEREAS, Ordinance ____-2025, adopted by the City Council on _____, adopted an Amended and Restated Solid Waste Agreement ("Agreement") between the City and Contractor; and

WHEREAS, the Parties desire to correct and oversight in the Agreement and modify and supersede Exhibit "A" to reflect correct rates and charges; and

WHEREAS, the City Council finds that this Ordinance serves a public purpose and is in the best of the public health, safety, and welfare of the citizens of Cocoa.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF COCOA, as follows:

Section 1. Incorporation of Recitals. The foregoing recitals are affirmed and incorporated as part of this resolution.

Section 2. Adoption of First Addendum. The City Council hereby approves the the First Addendum to the Amended and Restated Solid Waste Agreement between the City of Cocoa and Waste Management Inc. of Florida, attached hereto as **Exhibit 1**, and fully incorporated herein by this reference. The City Council's approval of the First Addendum shall also serve to expressly adopt the rates for solid waste services set forth in the new Exhibit "A" therein.

Section 3. Repeal of Prior Inconsistent Ordinances and Resolutions. All ordinances or resolutions or parts of ordinances and resolutions in conflict herewith are repealed to the extent of the conflict.

Section 4. Incorporation into the Code. The City Clerk, in consultation with the City Attorney and Public Works Director, is hereby authorized and directed to incorporate all or portions of the Agreement adopted hereunder into the City Code, Sections 9-21 and 9-22, in a manner similar to the existing provisions under 9-21 and 9-22. Any section or paragraph, number or letter, and any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical, and like errors may be corrected and additions, alterations, and omissions, not affecting the construction or meaning of this ordinance and the City Code may be freely made.

Section 5. Severability. Should any section or provision of this resolution, or any portion hereof, any paragraph, sentence, or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereto as a whole or part thereof to be declared invalid.

Section 6. Effective Date. This Ordinance shall become effective immediately upon its adoption by the City Council of the City of Cocoa, Florida. However, the First Addendum shall become effective at such time both parties execute the First Addendum.

ADOPTED by the City Council of the City of Cocoa, Florida, in a Regular meeting assembled on the _____ day of January, 2026.

Michael C. Blake, Mayor

ATTEST:

Monica Arsenault, City Clerk

Exhibit 1 – First Addendum to the Amended and Restated Solid Waste Contract

THIS FIRST ADDENDUM TO THE AMENDED AND RESTATED SOLID WASTE AGREEMENT made and entered into this ____ day of January, 2026, by and between the CITY OF COCOA, FLORIDA, a Florida Municipal Corporation, located at 65 Stone Street (hereinafter "City") and WASTE MANAGEMENT INC. OF FLORIDA, a Florida Corporation, located at 3303 Lake Drive, Cocoa, Florida 32926 (hereinafter "Contractor").

WITNESSETH:

WHEREAS, the parties previously entered into an Amended and Restated Solid Waste Agreement effective October 1, 2025 (the "Original Agreement"); and

WHEREAS, the parties desire to amend the Original Agreement to correct an oversight regarding commercial bulk services and revise the rate schedule; and

NOW THEREFORE, in consideration of the mutual covenants, agreements, and consideration contained herein, the City and Contractor agree as hereinafter set forth:

1. **RECITALS.** The foregoing recitals are true and accurate and are incorporated herein by reference.
2. **AMENDMENT TO SECTION 4.3 OF AGREEMENT.** Section 4.3 of the Original Agreement is amended only to make two text deletions as follows (~~strikeout~~ type denotes the two text deletions from the Original Agreement):

4.3. Commercial Service. Contractor shall provide commercial collection and disposal service to commercial customers as follows:

- A. **Frequency of Collection.** Contractor shall provide collection and disposal services for commercial trash and garbage at least one (1) time per week for mechanical containers and twice (2) per week for autocarts, and more frequently as mutually agreed to by Contractor and the commercial customer, and for vegetative waste and recyclable materials (if vegetative waste and/or recyclable material service is requested by customer) not less than once per week. ~~Bulk trash will be collected on a regularly scheduled day, once per week, every other week.~~
- B. **Point of Collection.** Collection of commercial trash, garbage, vegetative waste, and recyclable material shall be at a location mutually agreed upon by the customer and Contractor, and approved by the Authorized Representative. If mutual agreement cannot be reached between customer and Contractor, the Authorized Representative shall designate the location. However, in the event the location was approved as part of a City or County site plan or development review process, the location shall be as shown on the final approved site or development plan. To the maximum extent

feasible, the designated location shall be located in a place that provides for safe, convenient, and expedient access by Contractor.

C. Containers and Preparation.

1. *Commercial Trash and Garbage.* Contractor shall be required to provide collection and disposal services for all commercial trash and garbage generated by commercial customers which has been properly prepared and stored in a garbage autocart, mechanical container, roll-off container, or compactor under the following conditions:

a. Customers shall be permitted to use garbage autocarts provided the amount of commercial trash and garbage per collection can be stored in a maximum of two (2) 96-gallon autocarts, otherwise, (unless otherwise agreed to by Contractor and City) customers shall be required to use one or more of the following: mechanical containers, compactor service, or roll-off containers. Contractor shall distribute up to two (2) 96-gallon autocarts to each commercial customer. Contractor shall maintain, at all times, a sufficient number of garbage autocarts to ensure that all extra or replacement carts can be provided within five work days upon notification by the City or the customer. Garbage autocarts that have been lost or damaged due to customers' abuse or negligence shall be repaired or replaced at the expense of the customer utilizing the then current cost of the cart. Those who require additional autocarts shall pay the appropriate monthly charge for same as set forth in this Agreement together with a \$35.00 delivery charge for each cart and any change in the number of carts.

b. Contractor shall be required to provide an adequate number of mechanical containers, compactors, or roll-off containers to customers who request or exceed the maximum number of autocarts. Mechanical containers and roll-off containers shall be provided at Contractor's sole expense and shall remain the property of Contractor, unless the mechanical container or roll-off container is owned by the customer. Compactors shall be provided as mutually agreed to by Contractor and customer. Fees for ancillary services requested by the commercial customer, such as, but not limited, to lock bars, casters, or roll-out service, shall be negotiated between the customer and Contractor.

c. All solid waste generated from a commercial unit other than special collection solid waste, shall be placed by the customer in a commercial container located at the applicable collection point, or in garbage receptacles located at the applicable collection point, on the designated collection day, as mutually agreed upon by the contractor and customer. In the event that the solid waste is placed on the ground, outside of the

designated container, or exceeds the container's capacity by extending 12 inches or more over the top of the container, the Contractor shall be entitled to charge the customer an extra pickup fee for such Overage, as established in the agreed upon fee rates related to the size of the receptacle. Commercial customers shall be permitted two (2) Overages per calendar year at no charge. Contractor shall encourage and communicate with the customer to adjust service level, including size and frequency of service, to a service level that best meets the customer's needs to avoid overages.

2. *Recyclable Materials.* Contractor may provide collection and disposal services for recyclable materials generated from commercial customers who specifically request such service or as required by City. If requested, recyclable materials shall be properly prepared and stored in a recycling container.

3. *Vegetative Waste.* Contractor shall be required to provide collection and disposal services for all vegetative materials generated from commercial customers who specifically request such service or as required by City. If requested, vegetative waste shall be containerized, prepared, and collected pursuant to Section 4.2(C)(3) of this Agreement. If required by City, vegetative waste shall be collected and disposed of regardless of how it is containerized and prepared. Vegetative waste service for commercial customers is not part of the routine garbage service and shall incur additional costs per request.

4. ~~Bulk Trash.~~ Contractor shall be required to provide collection and disposal services for all bulk trash generated from commercial customers regardless of whether it is containerized. Non-vegetative Bulk Trash shall be collected on a regularly scheduled day, one time per week, every other week.

Section 3. RATE SCHEDULE. The Rate Schedule attached to the Original Agreement as Exhibit "A" is hereby superseded in its entirety by the Rate Schedule attached to this First Addendum as Exhibit "A."

Section 4. OTHER PROVISIONS OF ORIGINAL AGREEMENT. All other provisions of the Original Agreement not modified by this First Addendum shall remain unchanged and in full force and effect.

ATTEST:

CITY OF COCOA, FLORIDA

Monica Arsenault, City Clerk

By: _____
Michael C. Blake, Mayor

Date: _____

CITY SEAL:

ATTEST:

WASTE MANAGEMENT INC. OF FLORIDA

By: _____

Print Name: _____

Print
Name: _____

Title: _____

Title: _____

Date: _____

CORPORATE SEAL:

COMMERCIAL SERVICE

		F R E Q U E N C Y						
S I Z E		1	2	3	4	5	6	XPU
	2	61.69	123.38	185.07	246.76	308.45	370.14	47.77
	3	92.53	185.07	277.60	370.14	462.67	555.21	71.66
	4	123.38	246.76	370.14	493.52	616.90	740.28	95.54
	6	185.07	370.14	555.21	740.28	925.34	1,110.41	143.32
	8	246.76	493.52	740.28	987.03	1,233.79	1,480.55	191.09

per yard rate

\$7.12

Loose/Can Commercial (96 gallon cart, 2x week service)

1	2	3	4
CAN	CANS	CANS	CANS
\$42.21	\$84.42	\$126.63	\$168.85

YW CM (96 gal 1x wk)

1
CAN
\$ 28.14

RESIDENTIAL RATES TO WM - WATER BILLED:

	Garbage	Recycle	Yard Trash	Total
Single home per unit	\$9.52	\$3.77	\$4.64	\$17.93
Multi Family per unit	\$9.52	\$3.77	\$4.64	\$17.93
Clam / Bulk	\$1.30		\$1.91	\$3.21
Cart Exchange Charge				\$ 35.00

	Up to 3 yards per trip	Per yard over 3 yards per trip
Vacant Lot Charge	\$168.83	\$28.14

Optional Special Vegetative Waste Service for Commercial Customers

Quarter truck load	\$168.83
Half truck load	\$225.10
Three Quarter truck load	\$281.38
Full truck load	\$337.65

Pull Rate

15 Yard Open Top Per Pull	\$264.49
20 Yard Open Top Per Pull	\$287.00
30 Yard Open Top Per Pull	\$309.51
40 Yard Open Top Per Pull	\$332.03

ABOVE RATES ARE SUBJECT TO ADDITIONAL LANDFILL FEES

CUSTOMERS NOT RECEIVING A MONTHLY PULL ARE
SUBJECT TO \$75.00 MONTHLY MAINTENANCE CHARGE OR
\$2.50 PER DAY CHARGE

	Pull Rate	Monthly rental	Blocked Container/Trip Charge
15 Yard Compactor Per Pull	\$281.38	Negotiable with Customer	\$196.96
20 Yard Compactor Per Pull	\$303.89	Negotiable with Customer	\$196.96
30 Yard Compactor Per Pull	\$326.40	Negotiable with Customer	\$196.96
40 Yard Compactor Per Pull	\$354.54	Negotiable with Customer	\$196.96

"ABOVE RATES ARE BASED ON PULL CHARGES ONLY AND DO NOT
INCLUDE DISPOSAL AT THE LANDFILL, TAXES, OR
LEASING/MAINTENANCE FEES, ALL OF WHICH WILL BE ADDED TO THE
FINAL CHARGE FOR THE ROLLOFF CONTAINER"

CITY COUNCIL AGENDA ITEM

Memo Date: September 23, 2025
Agenda Date: December 9, 2025
File ID: 2025-924
Prepared By: Eric Raasch
Through: Stockton Whitten, City Manager
Requested Action: Approval of a Final Plat consistent with Chapter 18 Subdivisions of the City Code for Windward Preserve.

BACKGROUND:

Project Information:

The proposed Windward Preserve PUD is located south of State Road 528 (Beachline) and east of Interstate 95. Windward Preserve includes one parcel of land identified by the Brevard County Property Appraiser as parcel identification number 24-35-10-00-502. The proposed project will be accessed through two access points off of James Road.

History:

This project dates back to 2004, at which time the City approved Ordinance 31-2004 to annex the subject property into the City of Cocoa. Later in 2004, Brevard County filed a Petition for Writ of Certiorari to challenge the annexation. In 2005, the City entered into the City of Cocoa / Hagen-Nicolson Properties, LLC Preceding Development Agreement, which contemplated the exchange of development rights and City services in exchange for the annexation. This agreement was amended in 2006 to replace Hagen-Nicolson Properties, LLC with a new development entity, Barrera Shores, LLC. In 2008, Brevard County and City of Cocoa entered into a Stipulated Settlement Agreement to resolve the outstanding litigation associated with the annexation. This agreement included certain provisions related to density, buffering, access, and traffic calming for the project. In 2022, the City and Beachline Partners, LLC entered into a Settlement Implementation Agreement allowing for consideration of up to 385 dwelling units on the property with specific requirements for access, minimum unit square footage, and enhanced recreational amenities. On December 6, 2023, the City approved the Preliminary Subdivision for this project, subject to conditions.

Project Details:

The proposed Windward Preserve subdivision contains 212.20 gross acres, of which 177.18 are proposed for development. The remaining 34.92 acres are wetland and buffer tracts as shown on the Final Plat. This project is proposed to include 385 detached single-family dwelling units, which will be completed in two phases. The first phase will consist of 188 detached single-family dwelling units, the primary amenity center, and both entrances off James Road. The second phase will include 197

detached single-family dwelling units and the park area. However, the proposed Final Plat includes both phases with no phase lines. The project will include a multi-use trail throughout the community. The project is consistent with the prior agreements between the current and previous owners and the City.

Future Land Use Designation: Very Low Density Residential / Conservation

Zoning District: PUD (Planned Unit Development District)

Existing Land Use: Vacant Land

Council District: District 3 – Deputy Mayor Patricia Weeks

Overview of Surrounding Area:

	Future Land Use Designations	Zoning Districts	Land Uses
North	Very Low Density Residential / Conservation Overlay	RU-1-7 – Single-Family Residential	State Road 528 / Brightline Railroad Tracks and Single Family Residential (North of SR 528)
South	RES 1 (Brevard County)	RR-1 – Rural Residential (Brevard County)	Single-Family Residential
East	RES 1 (Brevard County)	RR-1 – Rural Residential (Brevard County)	Single-Family Residential
West	RES 1:2.5 (Brevard County)	AU – Agricultural Residential (Brevard County)	Interstate 95 / Single-Family Residential (West of I-95)

Final Plat Analysis:

The submitted application and plans have been reviewed by City staff for consistency with the City's Comprehensive Plan, Chapter 18 – Subdivisions and Appendix A - Zoning of the City of Cocoa Code, and the development agreements that were previously approved by the City of Cocoa. Additionally, the City Surveyor has reviewed the Final Plan and found it consistent with Florida Statutes.

On December 6, 2023, City Council approved the Preliminary Subdivision, subject to

conditions. As a condition of that approval, the applicant was required to revise the Preliminary Plat (and forthcoming Final Plat) to address the items documented in Exhibit A, which were outstanding staff comments. Staff has found the application to be in substantial compliance with those conditions.

CONSISTENCY WITH THE COMPREHENSIVE PLAN

Future Land Use Element

Policy 1.1.2.2: Very Low Density Residential (VLDR). Very low density residential areas consist of neighborhoods of single family detached housing. The following criteria shall be used for determining appropriate locations for very low density residential areas.

- a. Very low density residential areas shall be buffered from the nuisance effects of agricultural uses, higher intensity uses and major traffic corridors.
- b. Very low density residential developments should be located in areas where more intensive development would be unwarranted due to environmental constraints.

Staff Response: The subject property has a Future Land Use Map (FLUM) designation of Very Low Density Residential, which allows for consideration of residential densities of up to four (4) dwelling units per acre. The proposed development program results in a gross density of 1.42 dwelling units per acre and a net density (less conservation) of 1.62 dwelling units per acre. As such, the proposed density is below the maximum allowed by the Comprehensive Plan. Moreover, the Stipulated Settlement Agreement with Brevard County provides that the City will limit development to between 300 and 500 total residential units with a gross density permitted by the City to be approximately 2.03 residential units per acre. Accordingly, the gross density is well below the maximum allowed by the Comprehensive Plan and the Stipulated Settlement Agreement with Brevard County.

Recreation and Open Space Element

Policy 10.1.2.2: All new development of recreational facilities in the City shall be required to meet the Florida Accessibility Code.

Staff Response: The proposed trails will be constructed with ADA compliant materials and maintenance will fall under the CDD or HOA, as applicable. The appropriate entity will be required to maintain the trail in accordance with ADA standards.

Concurrency Management / Adequate Public Facilities

Wastewater

The Windward Preserve project is going to generate 115,500 gallons per day. The Sellers Plant is currently permitted to treat 3.5 mgd of wastewater. The maximum peak flow when reviewed by staff was 3.83 mgd with typical daily average flows of 2.0 mgd. Thus, there is sufficient capacity for wastewater.

Stormwater Management

The Level of Service (LOS) for Stormwater Management is as follows:

Design Storm Event” 25-year frequency/24-hour duration event

On-site Stormwater Management: Retention of the first one inch of rainfall for areas of more than one acre.

Stormwater Quantity: Post development stormwater runoff flow rates, quantities, peaks, and velocities shall be equal to or less than levels that existed prior to development.

Stormwater Quality: No significant degradation of water quality in receiving water bodies.

The applicant was issued a St. Johns River Management Permit (#196735-1) for the construction and operation of a stormwater management system on July 22, 2024.

Potable Water

Per Comprehensive Plan Potable Water policy 7.1.1.1, the City’s level of service (LOS) standard for potable water is 122 gallons per capita per day (gpcpd) per Equivalent Residential Connection (ERC), or 340 gallons per day per ERC. The applicant’s potable water analysis is based on a rate of 350 gallons per day per ERC, which is estimated to generate 64,983 gallons per day on average, when including the recreational amenity. The Dyal Plant provides potable for the City of Cocoa service area and it is currently permitted to operate at 48 million gallons per day (mgd). The maximum provision when reviewed by staff was 34 mgd. Thus, there is sufficient capacity for potable water available to serve the project.

Solid Waste

The LOS standard for solid waste capacity within the City of Cocoa is 1.2 tons of solid waste disposal per capita per year. The residential collection LOS shall be two times per week per household with green waste and recyclables once per week. The City contracts with Waste Management for the provision of solid waste, and the projected solid waste generated will be collected consistent with the adopted level of service standards.

Roadways (Transportation)

Access to the project will be provided through the extension of James Road. James Road has been transferred from Brevard County to the City of Cocoa. The road will be improved at the applicant’s expense, consistent with the Interlocal Agreement Regarding James Road Segment by and between the City of Cocoa and the Windward Preserve Community Development District recorded at OR Book 10098 / Page 2945 in Brevard County public records.

Per the Traffic Impact Study conducted by LTG Engineering & Planning dated April 2023, the project will generate an average of 3,488 daily trips at project build out. As part of LTG’s analysis, segments of SR 524, Friday Road, James Road, Cox Road, and Westminster Drive were evaluated for peak-hour, two-way level of service at projected buildout. The analysis found that the segment of SR 524 from Cox Road to Industry Road is expected to exceed the peak hour two-way capacity at build out. The widening of SR 524 is currently being evaluated through a Project Development and Environment

(PD&E) study through the Florida Department of Transportation (FDOT).

Recreation

Per Comprehensive Plan Recreation Policy 10.1.1.3, the LOS standard for recreation facilities is 1.25 acres per 1,000 population.

Pursuant to the City of Cocoa Comprehensive Plan Evaluation and Appraisal Report (October 2010) Data and Analysis, Cocoa has a surplus of 118.34 acres of parks, which was determined to be more than sufficient to meet the needs of the citizens through 2020. Per the U.S. Census, the City's estimated 2022 population was 19,559, which requires 24.45 acres of park and recreation facilities within the City. The EAR identified the City as having 323.58 acres (including the 165.09 acres Cocoa Conservation Area) available for residents. Per the U.S. Census, the City has an average of 2.4 persons per household, which would yield a population of 925 people at buildout. Based on the City's LOS, the project will require 0.925 acres of recreation to accommodate the proposed population. The applicant is proposing 35.52 acres of open space and recreation within the project. Thus, the City has sufficient recreation and parks to support the project and maintain the adopted LOS.

Schools

The applicant has provided documentation from Brevard Public Schools that shows that capacity is available to serve this development.

Consistency with the Code of the City of Cocoa

The submitted application and plans have been reviewed by City staff for consistency with Chapter 18 – Subdivisions and Appendix A - Zoning of the City of Cocoa Code.

The subject property is zoned PUD (Planned Unit Development District) and the following regulations apply:

Appendix A. Article XI. Sec. 17: PUD, Planned Unit Development District

Principal uses and structures: single-family dwelling units

Minimum lot area: 5,500 square feet

Minimum lot width: 50'

Minimum lot depth: 110'

Minimum living area: 1,500 square feet, Average living area to be 1,800 square feet

Maximum height: 35'

Residential use lot setbacks:

Minimum front setback: 25'

Minimum rear setback: 20'

Minimum side setback: 5'

Minimum side street setback: 15'

Accessory structure setbacks:

Pool Screen:

Minimum side setback: 5'

Minimum side street setback: 15'

Minimum rear setback: 5'

Swimming Pool:

Minimum side setback: 7.5'

Minimum side street setback: 15'
Minimum rear setback: 7.5'

Staff Response: The applicant's Final Plat has been designed in accordance with these zoning requirements.

Consistency with Applicable Development Agreements

The following development agreements are applicable to the property:

Preceding Development Agreement between Barrera Shores, LLC and the City of Cocoa, Florida recorded at Brevard County Official Records Book 5721 / Page 8205

The Preceding Development Agreement was approved by the City and private property owners to annex the developer's property into the City. The agreement included measures to ensure consideration of mutual benefits and public interest and other good and valuable considerations. The following provisions were included in the agreement:

- Wetlands located on the property may be counted towards any open space acreage requirements of the City, provided a minimum of ten percent (10%) of the property's predevelopment upland acreage is reserved as usable open space.
- There shall be a maximum of 750 dwelling units.

Staff Response: The applicant has committed to preserving the required wetlands and upland open space. The application contemplates 385 single-family dwelling units, which is within the range required by the agreement.

Preceding Development Agreement between the City of Cocoa and Hagen-Nicholson Properties, LLC recorded at Brevard County Official Records Book 5458 / 5467

The Preceding Development Agreement was approved by the City and private property owners to annex the developer's property into the City. The agreement included measures to ensure consideration of mutual benefits and public interest and other good and valuable considerations. The following provisions were included in the agreement:

- Wetlands located on the property may be counted towards any open space acreage requirements of the City, provided a minimum of ten percent (10%) of the property's predevelopment upland acreage is reserved as usable open space.

Staff Response: The applicant has committed to preserving the required wetlands and upland open space.

Stipulated Settlement Agreement between Brevard County, Florida; the City of Cocoa, Florida, Florida Space Needle, LLC; and Barrera Shores, LLC recorded at Brevard County Official Records Book 5837 / Page 2226

The Stipulated Settlement Agreement was approved by the City, County, and private

property owners to resolve litigation associated with the annexation of the subject property. This agreement included measures to ensure that the design of the subject property was compatible with the surrounding area within unincorporated Brevard County. The following provisions were included in the agreement:

- The perimeter lots located on the north and east perimeter of the property shall be no less than 70' by 140' in size, with the rear 15' of the lot dedicated to be a natural buffer.
- The total unit count shall be between 300 and 500 dwelling units.
- The intersection of James Road and Friday Road will be redesigned and reconstructed to accommodate the increased traffic.
- All traffic calming devices along James Road shall be constructed and completed following land clearing but prior to any further construction or site work being completed.
- The owner shall comply with all applicable drainage permitting requirements of the County and/or the St. Johns' River Water Management District.

Staff Response: In review of the proposed plans, the applicant has complied with the required minimum lot sizes on the perimeter and the required natural buffers. The application contemplates 385 single-family dwelling units, which is within the range required by the agreement. The owner has an approved Environmental Resource Permit through the St. Johns' River Water Management District. As such, the applicant's request is consistent with the terms outlined in the Stipulated Settlement Agreement.

Settlement Implementation Agreement between the City of Cocoa and Beachline Partners, LLC recorded at Brevard County Official Records Book 9571 / Page 2808

The Settlement Implement Agreement was approved by the City and private property owners to resolve litigation associated with the annexation of the subject property. This agreement included measures to ensure that the design of the subject property was compatible with the surrounding area within unincorporated Brevard County. The following provisions were included in the agreement:

- The subdivision shall be constructed in a single or a maximum of three (3) phases with the first phase consisting of a minimum of 150 lots and the dog park, playground and private clubhouse with pool, as well as such other infrastructure to support the first phase.
- The minimum living area under heat and air shall be 1,500 square feet and the minimum average living area under air shall be 1,800 square feet.
- Each home will be constructed with a minimum footprint of 2,400 square feet (40ft. x 60ft.)
- Provision of private recreation space consisting of walking path / nature trail, 5.8-acre park, dog park, playground and clubhouse with pool.

Staff Response: In review of the proposed plans, the applicant is constructing the project in two phases consistent with the requirements of the agreement. Additionally, minimum lot and open space conditions have been met.

PRIORITY AREA CONNECTION:

Economic and Community Development

BUDGETARY IMPACT:

Based on a 2.4 persons per dwelling unit multiplier, the project can be expected to add 925 persons to the City's population base. An increase in population will positively affect intergovernmental revenues received where the distribution formula is population based, such as gasoline and sales taxes.

In addition to the direct fiscal impact to the City's General Fund, the development project will increase the economic attractiveness of the City by increasing its market and trade area potential, an important factor to corporate site selectors as well as retail and dining establishments.

PREVIOUS ACTION:

The City of Cocoa has taken the following previous actions related to the subject property:

- April 28, 2005: City of Cocoa / Hagen – Nicholson Properties, LLC Preceding Development Agreement recorded in Brevard County Records
- November 21, 2006: City of Cocoa / Barrera Shores, LLC Preceding Development Agreement recorded in Brevard County Records
- January 1, 2008: Stipulated Settlement Agreement between Brevard County and the City of Cocoa recorded in Brevard County Records
- July 28, 2022: Settlement Implementation Agreement between City of Cocoa and Beachline Partners, LLC recorded in Brevard County Records
- December 9, 2023: Approval of the PUD rezoning, large-scale site plan, and preliminary subdivision.

RECOMMENDED MOTION:

Staff recommends approval of the Final Plat, subject to the conditions set forth below:

Plat

1. The FPL easement must be labeled with the Book and Page on the southern boundary of the plat. ORB 10412, Page 2835.
- 2 . On the Tract Table on Page 2, include ownership and maintenance entity for Tract A (roads).

HOA Covenants

1. Exhibit E, which is a listing of tracts and maintenance responsibility must be updated to match the Tract Table on the plat.
2. Resolve all conflicts between the covenants and the plat regarding maintenance responsibility for buffers, irrigation systems, and streetlights to the satisfaction of the City Attorney.
3. Page 51 – Resolve highlighted footnote.
4. Fill in all blanks in Articles of Incorporation.

Additional Conditions

1. Provide an executed letter of credit in a form acceptable to the City Attorney based on the most recent engineer's estimate.
2. Provide an executed conservation easement for all of the wetland and wetland buffer tracts, which shall be recorded simultaneously with the final plat.

Order Confirmation

Not an Invoice

Account Number:	1127247
Customer Name:	City Of Cocoa - Te
Customer Address:	City Of Cocoa - Te 65 Stone ST Accounting Division Cocoa FL 32922-7982
Contact Name:	Brian Dale
Contact Phone:	
Contact Email:	bdale@cocoafl.gov
PO Number:	

Date:	11/20/2025
Order Number:	11858994
Prepayment Amount:	\$ 0.00

Column Count:	1.0000
Line Count:	102.0000
Height in Inches:	8.4400

Print

Product	#Insertions	Start - End	Category
BRE Brevard Florida Today	1	11/26/2025 - 11/26/2025	Public Notices
BRE floridatoday.com	1	11/26/2025 - 11/26/2025	Public Notices

As an incentive for customers, we provide a discount off the total order cost equal to the 3.99% service fee if you pay with Cash/Check/ACH. Pay by Cash/Check/ACH and save!

Total Cash Order Confirmation Amount Due	\$213.14
Tax Amount	\$0.00
Service Fee 3.99%	\$8.50
Cash/Check/ACH Discount	-\$8.50
Payment Amount by Cash/Check/ACH	\$213.14
Payment Amount by Credit Card	\$221.64

Order Confirmation Amount

\$213.14

Ad Preview

Ad#11858994 11/26/2025

**CITY OF COCOA
NOTICE OF PUBLIC HEARING
NOTICE IS HEREBY GIVEN THAT
THE COCOA CITY COUNCIL
PROPOSE TO CONSIDER THE
FOLLOWING:**

**PZ 23-00300001 Final Plat Wind-
ward Preserve**

Request to approve the Windward Preserve final subdivision plat, pursuant to **Chapter 18, Subdivisions** of the City of Cocoa Code of Ordinances. To subdivide one parcel for purpose of platting 385 new single-family lots in total consisting of approximately 212.1 acres. Generally located southeast of the intersection between I-95 and State Road 528 and consisting of the following Parcel ID number: 24-35-10-00-502.

**CITY COUNCIL PUBLIC HEARING
WILL BE HELD ON
December 9, 2025**

**ALL HEARINGS WILL TAKE PLACE
AT 6:00 P.M. OR SOON THERE-
AFTER 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 marse-nault@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.

WINDWARD PRESERVE

LYING IN SECTION 10, TOWNSHIP 24 SOUTH, RANGE 35 EAST, CITY OF COCOA, BREVARD COUNTY, FLORIDA

LEGAL DESCRIPTION:

A PARCEL OF LAND LYING IN SECTION 10, TOWNSHIP 24 SOUTH, RANGE 35 EAST, CITY OF COCOA, BREVARD COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTH 1/4 CORNER OF SECTION 10, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, THENCE RUN NORTH 00°15'06" WEST, A DISTANCE OF 50.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF JAMES ROAD PER OFFICIAL RECORDS BOOK 783, PAGE 918 AS RECORDED IN THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE NORTH 89°44'07" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE OF JAMES ROAD, A DISTANCE OF 1630.19 FEET; THENCE DEPARTING SAID NORTH RIGHT-OF-WAY LINE RUN NORTH 16°15'30" WEST FOR A DISTANCE OF 333.76 FEET; THENCE RUN NORTH 89°44'06" WEST FOR A DISTANCE OF 488.69 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 9 (INTERSTATE 95) PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION 70007-2508, SAID POINT LYING ON A NON-TANGENT CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 3725.72 FEET WITH A CHORD BEARING OF NORTH 07°31'13" WEST AND A CHORD LENGTH OF 949.69 FEET; THENCE NORTHWESTERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE THROUGH A CENTRAL ANGLE OF 14°38'40" FOR AN ARC LENGTH OF 952.28 FEET; THENCE NORTH 00°11'53" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 205.36 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 528 (ALSO KNOWN AS THE "BEELINE EXPRESSWAY" FORMERLY KNOWN AS STATE ROAD NO. 524) PER SAID FLORIDA DEPARTMENT OF TRANSPORTATION MAP AND A POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 600.49 FEET WITH A CHORD BEARING OF NORTH 00°22'04" EAST AND A CHORD LENGTH OF 11.86 FEET; THENCE NORTHEASTERLY THROUGH A CENTRAL ANGLE OF 01°07'55" FOR AN ARC LENGTH OF 11.86 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE, RUN SOUTH 89°36'14" EAST FOR A DISTANCE OF 1174.09 FEET; THENCE ALONG A NON-RADIAL LINE, RUN NORTH 00°23'46" EAST FOR A DISTANCE OF 301.90 FEET TO A POINT ON A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 2488.54 FEET WITH A CHORD BEARING OF NORTH 66°31'39" EAST FOR A CHORD LENGTH OF 488.13 FEET; THENCE NORTHEASTERLY THROUGH A CENTRAL ANGLE OF 11°15'24" FOR AN ARC LENGTH OF 488.92 FEET TO THE POINT OF TANGENCY; THENCE RUN NORTH 60°53'56" EAST FOR A DISTANCE OF 804.50 FEET; THENCE RUN SOUTH 89°05'44" EAST FOR A DISTANCE OF 1321.10 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 17452.24 FEET WITH A CHORD BEARING OF SOUTH 84°49'24" EAST FOR A CHORD LENGTH OF 1362.81 FEET; THENCE SOUTHEASTERLY THROUGH A CENTRAL ANGLE OF 04°28'31" FOR AN ARC LENGTH OF 1363.15 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 10; THENCE SOUTH 00°04'37" EAST ALONG THE EAST LINE OF SAID SECTION 10, A DISTANCE OF 958.03 FEET; THENCE NORTH 89°52'22" WEST, A DISTANCE OF 668.66 FEET; THENCE SOUTH 00°07'14" EAST, A DISTANCE OF 1272.93 FEET TO A POINT ON THE AFOREMENTIONED JAMES ROAD; THENCE NORTH 89°51'39" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 2003.09 FEET TO THE POINT OF BEGINNING.

CONTAINS 212.10 ACRES, MORE OR LESS.

LOCATION MAP: NOT TO SCALE



JOINDERS RECORDED AT:
O.R. BOOK _____ PAGE _____
COVENANTS/RESTRICTIONS RECORDED AT:
O.R. BOOK _____ PAGE _____

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LAND DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

SHEET INDEX
Sheet 1 of 12 — Surveyor's notes, legal description and dedication
Sheet 2 of 12 — overall boundary geometry and legend
Sheets 3 through 12 of 12 — boundary, lot & tract geometry



**DALE STOCKSTILL
& ASSOCIATES, P.A.**
PROFESSIONAL LAND SURVEYORS

801 International Parkway,
Ste. 500
Lake Mary, FL 32746
407-926-0333
L.B. # 8052

PLAT NOTES

- BEARINGS SHOWN HEREON ARE BASED ON NAD 83, FLORIDA STATE PLANE, EAST ZONE WITH THE REFERENCE BEARING BEING THE EAST LINE OF SECTION 10-24-35 AS BEING SOUTH 00°04'37" EAST.
- PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY, SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATIONS OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES PURSUANT TO SECTION 177.091(28), FLORIDA STATUTES. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED.
- ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES.
- TRACT A IS A PRIVATE RIGHT-OF-WAY TRACT AND SHALL BE OWNED AND MAINTAINED BY THE WINDWARD PRESERVE HOMEOWNERS ASSOCIATION, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION (THE "ASSOCIATION") AND SHALL BE CONVEYED VIA SEPARATE INSTRUMENT.
- TRACTS LB1, LB1A, LB2, LB3, LB4 AND LB5 (LANDSCAPE BUFFER) ARE LANDSCAPE BUFFER TRACTS AND SHALL BE OWNED AND MAINTAINED BY THE WINDWARD PRESERVE COMMUNITY DEVELOPMENT DISTRICT, TOGETHER WITH ITS SUCCESSORS AND ASSIGNS (TOGETHER, THE "CDD"), AND SHALL BE CONVEYED VIA SEPARATE INSTRUMENT. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE "ASSOCIATION'S" DECLARATION, THE "CDD" SHALL HAVE THE RIGHT AND OBLIGATION TO MAINTAIN SUCH TRACTS.
- TRACTS B1, C AND D ARE OPEN SPACE TRACTS AND SHALL BE OWNED AND MAINTAINED BY THE "ASSOCIATION" AND SHALL BE CONVEYED VIA SEPARATE INSTRUMENT.
- TRACT F IS A RECREATION/AMENITY/POOL AREA TRACT AND SHALL BE OWNED AND MAINTAINED BY THE "ASSOCIATION" AND SHALL BE CONVEYED VIA SEPARATE INSTRUMENT.
- TRACTS E, H, I, J, K, L AND M1 ARE STORMWATER AREA AND OPEN SPACE TRACTS AND SHALL BE OWNED AND MAINTAINED BY THE "CDD", AND SHALL BE CONVEYED VIA SEPARATE INSTRUMENT. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE "ASSOCIATION'S" DECLARATION, THE "CDD" SHALL HAVE THE RIGHT AND OBLIGATION TO MAINTAIN SUCH TRACTS.
- TRACTS B2 AND M2 ARE DRAINAGE AND UTILITY EASEMENT AND OPEN SPACE TRACTS WHICH SHALL BE OWNED AND MAINTAINED BY THE "CDD", AND SHALL BE CONVEYED TO THE "CDD" VIA SEPARATE INSTRUMENT.
- TRACT G IS A COMMUNITY PARK TRACT AND SHALL BE OWNED AND MAINTAINED BY THE "ASSOCIATION" AND SHALL BE CONVEYED VIA SEPARATE INSTRUMENT.
- TRACT N IS A LIFT STATION TRACT AND SHALL BE OWNED AND MAINTAINED BY THE CITY OF COCOA AND SHALL BE CONVEYED VIA SEPARATE INSTRUMENT.
- TRACTS W1, W2, W3/W4 AND W5 ARE WETLAND TRACTS, AND TRACTS WB1, WB2, WB3/4 AND WB5 ARE WETLAND BUFFER TRACTS AND, NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE "ASSOCIATION'S" DECLARATION, SHALL BE OWNED AND MAINTAINED BY THE "CDD", AND SHALL BE CONVEYED VIA SEPARATE INSTRUMENT.
- THE SUBJECT PROPERTY LIES WITHIN FLOOD ZONE "A" (SPECIAL FLOOD HAZARD AREA WITHOUT BASE FLOOD ELEVATION) AND ZONE "X" (AREA OF MINIMAL FLOOD HAZARD) PER FEMA FLOOD MAP NUMBER 12009C0320H WITH A REVISION DATE OF 1/29/2021.
- THE CITY OF COCOA, FLORIDA, BREVARD COUNTY, FLORIDA, THE STATE OF FLORIDA, AND THE FEDERAL GOVERNMENT OF THE UNITED STATES OF AMERICA SHALL BE ALLOWED ACCESS ON THE PRIVATE DRIVES, PEDESTRIAN WAYS, EASEMENTS, AND COMMON OPEN SPACES TO ENSURE AND PROVIDE FOR THE POLICE AND FIRE PROTECTION OF THE AREA, THE INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES, AND FOR INGRESS AND EGRESS FOR LAW ENFORCEMENT AND EMERGENCY VEHICLES, MAIL AND PACKAGE DELIVERY, SOLID WASTE/SANITATION, AND OTHER SIMILAR GOVERNMENTAL AND QUASI-GOVERNMENTAL SERVICES, AND TO ENSURE THE HEALTH, WELFARE, AND SAFETY OF THE RESIDENTS AND GUESTS OF RESIDENTS. THIS IN NO WAY CONFERS AN ACCESS RIGHT TO THE GENERAL PUBLIC.
- AT THE TIME OF RECORDING, THIS PLAT IS SUBJECT TO THE FOLLOWING:
 - ORDINANCE NO. 31-2004 RECORDED AUGUST 31, 2004, IN OFFICIAL RECORDS BOOK 5355, PAGE 2621, AS AFFECTED BY STIPULATED AGREEMENT RECORDED JANUARY 9, 2008, IN OFFICIAL RECORDS BOOK 5837, PAGE 2226 AFFECTS SUBJECT PROPERTY BUT IS BLANKET IN NATURE AND NOT PLOTTABLE.
 - PRECEDING DEVELOPMENT AGREEMENT RECORDED APRIL 28, 2005, IN OFFICIAL RECORDS BOOK 5458, PAGE 5467, AS AFFECTED BY PRECEDING DEVELOPMENT AGREEMENT RECORDED NOVEMBER 21, 2006, IN OFFICIAL RECORDS BOOK 5721, PAGE 8205; ORDINANCE NO. 10-2005 RECORDED NOVEMBER 5, 2007, IN OFFICIAL RECORDS BOOK 5823, PAGE 798; AND ASSIGNMENT OF DEVELOPMENT RIGHTS TO BEACHLINE PARTNERS, LLC, A FLORIDA LIMITED LIABILITY COMPANY RECORDED JULY 14, 2021, IN OFFICIAL RECORDS BOOK 9189, PAGE 1053; SETTLEMENT IMPLEMENTATION AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 9571, PAGE 2808, AFFECTS SUBJECT PROPERTY BUT IS BLANKET IN NATURE AND NOT PLOTTABLE.
 - THERE IS A 10.00' WIDE PUBLIC UTILITY EASEMENT ALONG THE FRONT LOT LINES.
 - THE CITY OF COCOA SHALL HAVE THE RIGHT TO DISCHARGE SURFACE STORMWATER DRAINAGE AND RUNOFF FROM PROPERTY OWNED BY OR DEDICATED TO THE CITY THROUGH THE PRIVATE DRAINAGE FACILITIES CONSTRUCTED WITHIN THE DRAINAGE EASEMENTS AND STORMWATER TRACTS SHOWN ON THIS PLAT. THE CITY OF COCOA AND BREVARD COUNTY SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO ACCESS, MAINTAIN, REPAIR, REPLACE OR OTHERWISE CARE FOR OR CAUSE TO BE CARED FOR, STORMWATER TRACTS SHOWN ON THIS PLAT, INCLUDING WITHOUT LIMITATION THE DRAINAGE SYSTEMS CONSTRUCTED THEREON, AND THE UNDERGROUND STORMWATER DRAINAGE PIPES AND ABOVE GROUND INLET STRUCTURES TO BE CONSTRUCTED IN OR ON SUCH STORMWATER TRACTS IN THE EVENT OF AN EMERGENCY AND IS GRANTED AN EASEMENT FOR SUCH PURPOSES. TO THE EXTENT THAT THE CITY OR COUNTY OPTS TO MAINTAIN, REPAIR, REPLACE, OR OTHERWISE CARE FOR OR CAUSE TO BE CARED FOR, THE STORMWATER TRACTS SHOWN ON THIS PLAT, AND THE DRAINAGE SYSTEMS CONSTRUCTED THEREON, THE FREQUENCY, QUALITY OR EXTENT OF SUCH MAINTENANCE, REPAIR, REPLACEMENT, AND CARE WILL BE SUBJECT TO THE CITY OR COUNTY'S DISCRETION. A BLANKET INGRESS/EGRESS EASEMENT IS GRANTED IN FAVOR OF THE CITY OF COCOA AND BREVARD COUNTY FOR SAID PURPOSE OVER THE STORMWATER TRACTS SHOWN ON THIS PLAT.
 - THERE MAY BE EASEMENTS REFERENCED IN THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR THE "ASSOCIATION" (THE "DECLARATION") THAT ARE NOT SHOWN ON THIS PLAT. THE "DECLARATION" SHALL BE RECORDED IN THE PUBLIC RECORDS VIA SEPARATE INSTRUMENT, AND SHOULD BE REVIEWED FOR INFORMATION REGARDING ANY ADDITIONAL EASEMENTS. ALL PUBLIC EASEMENTS CONTAINED IN THE DECLARATION SHALL BE DEDICATED TO THE PUBLIC.
 - A CONSERVATION EASEMENT OVER TRACTS W1, W2, W3/W4 AND W5 (WETLANDS) AND TRACTS WB1, WB2, WB 3/4 AND WB5 (WETLAND BUFFERS) SHALL BE DEDICATED TO THE CITY OF COCOA, AND CONVEYED VIA SEPARATE INSTRUMENT. FILLING, DREDGING, AND CONSTRUCTION OF STRUCTURES OF ANY KIND ARE PROHIBITED EXCEPT AS PROVIDED IN THE CONSERVATION EASEMENT. DISTURBANCE OF NATURAL GROWTH SHALL BE RESTRICTED TO THE MITIGATION OF WILDFIRE AND HAZARDOUS TREE CONDITIONS THAT POSE A DIRECT HAZARD TO STRUCTURES, AND REMOVAL OF INVASIVE PLANT SPECIES. THE APPROPRIATE GOVERNMENTAL BODY OR AGENCY, AND THEIR CONSULTANTS OR AGENTS SHALL HAVE PERMISSION TO ACCESS, INSPECT, AND, IF NECESSARY, TAKE CORRECTIVE ACTION REGARDING THE CONSERVATION EASEMENT AREAS.
 - THIS PLAT IS SUBJECT TO THE "CDD", WHICH WAS ESTABLISHED FOR THE LANDS SHOWN HEREON AND PURSUANT TO THE CITY OF COCOA'S ORDINANCE 01-2024, EFFECTIVE JANUARY 23, 2024, AS EVIDENCED BY THAT CERTAIN NOTICE OF ESTABLISHMENT OF WINDWARD PRESERVE COMMUNITY DEVELOPMENT DISTRICT, RECORDED FEBRUARY 9, 2024, IN BOOK 9989, PAGE 1458, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.
 - THE "CDD" SHALL BE DEDICATED NON-EXCLUSIVE PERPETUAL EASEMENTS TO ACCESS, INSTALL, CONSTRUCT, ACQUIRE, REPAIR AND REPLACE WALLS AND UTILITIES WITHIN ALL WALL AND UTILITY EASEMENTS (W.U.E.) DEPICTED IN THIS PLAT, TO BE CONVEYED VIA SEPARATE INSTRUMENT. NOTWITHSTANDING ANYTHING IN THE DECLARATION TO THE CONTRARY, THE "CDD" SHALL HAVE THE RIGHT AND OBLIGATION TO MAINTAIN ANY SUCH IMPROVEMENTS WITHIN SUCH EASEMENT AREAS.
 - THE "CDD" SHALL BE DEDICATED NON-EXCLUSIVE PERPETUAL EASEMENTS FOR ACCESS ACROSS TRACT A AND FOR CDD PURPOSES, TO BE CONVEYED VIA SEPARATE INSTRUMENT.
 - THE "CDD" SHALL BE DEDICATED NON-EXCLUSIVE, PERPETUAL EASEMENTS TO ACCESS, INSTALL, CONSTRUCT, ACQUIRE, OPERATE, MAINTAIN, REPAIR AND REPLACE STORMWATER IMPROVEMENTS (INCLUDING BUT NOT LIMITED TO ALL CURBS, GUTTERS, DRAINS AND CATCH-BASINS) WITHIN ALL RIGHTS-OF-WAY (INCLUDING BUT NOT LIMITED TO EASEMENTS LABELED "D.E." OR OTHER SIMILAR DESIGNATION), TO BE CONVEYED VIA SEPARATE INSTRUMENT. NOTWITHSTANDING ANYTHING IN THE DECLARATION TO THE CONTRARY, THE "CDD" SHALL HAVE THE RIGHT AND OBLIGATION TO MAINTAIN ANY STORMWATER IMPROVEMENTS WITHIN SUCH EASEMENT AREAS.
 - THE "CDD" SHALL BE DEDICATED NON-EXCLUSIVE, PERPETUAL EASEMENTS TO ACCESS, INSTALL, CONSTRUCT, ACQUIRE, AND CONVEY WATER, SEWER AND RECLAIM IMPROVEMENTS WITHIN ALL RIGHTS-OF-WAY AND TRACT N, TO BE CONVEYED VIA SEPARATE INSTRUMENT. NOTWITHSTANDING ANYTHING IN THE DECLARATION TO THE CONTRARY, THE "CDD" MAY INSTALL AND/OR ACQUIRE SUCH UTILITIES AND TRANSFER THEM TO THE CITY UPON COMPLETION, SUBJECT TO THE CITY'S APPROVAL PROCESS.
 - THE "CDD" SHALL BE DEDICATED NON-EXCLUSIVE, PERPETUAL EASEMENTS TO ACCESS, INSTALL, CONSTRUCT, ACQUIRE, OPERATE, MAINTAIN, REPAIR AND REPLACE STREET LIGHT IMPROVEMENTS AND CONDUIT WITHIN ALL RIGHTS-OF-WAY AND UTILITY EASEMENTS, TO BE CONVEYED VIA SEPARATE INSTRUMENT. NOTWITHSTANDING ANYTHING IN THE DECLARATION TO THE CONTRARY, THE "CDD" SHALL HAVE THE RIGHT AND OBLIGATION TO MAINTAIN ANY STREET LIGHT IMPROVEMENTS AND CONDUIT WITHIN SUCH EASEMENT AREAS.
 - PURSUANT TO SECTION 193.0235, F.S., ALL TRACTS DEDICATED TO THE "ASSOCIATION" HEREUNDER ARE INTENDED TO BE USED AS COMMON ELEMENTS FOR THE EXCLUSIVE BENEFIT OF LOT OWNERS.
 - A FIVE (5) FOOT WIDE SIDE YARD DRAINAGE EASEMENT OVER EACH LOT IS HEREBY DEDICATED TO THE "ASSOCIATION". THE "ASSOCIATION" SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE PRIVATE DRAINAGE FACILITIES AND SYSTEMS LOCATED WITHIN THE DRAINAGE EASEMENTS, WHICH MAY BE COMPRISED OF SWALES, PIPES, PUMPS, RETENTION/DETENTION AREAS, AND OTHER IMPROVEMENTS, AS PROVIDED IN THE "DECLARATION" TO BE RECORDED IN THE OFFICIAL RECORDS OF BREVARD COUNTY, FLORIDA, INCLUDING ANY SUPPLEMENTS AND AMENDMENTS THERETO. DRAINAGE OF INDIVIDUAL LOTS SHALL BE MAINTAINED BY EITHER THE LOT OWNERS OR BY THE "ASSOCIATION", AS PROVIDED IN THE "DECLARATION".
 - ALL TRACTS AND EASEMENT RIGHTS REFERENCED HEREIN AND NOT DEDICATED BY THIS PLAT ARE HEREBY RESERVED BY THE GRANTOR FOR FUTURE CONVEYANCE TO THE CDD OR ASSOCIATION, AS APPLICABLE.

WINDWARD PRESERVE DEDICATION

KNOW ALL MEN BY THESE PRESENTS, that the Grantor named below, being the owner in fee simple of the lands described and hereby dedicates said lands and plat for the uses and purposes therein expressed and dedicates to the perpetual use of the public and to the City of Cocoa, Florida, all easements specifically designated hereon and in the plat notes as public. The owner further hereby dedicates to the public and the City of Cocoa, Florida, a perpetual public easement over and across the private rights-of-way of Tract A for installation and maintenance of public utilities and for ingress and egress for law enforcement and emergency vehicles, mail and package delivery, solid waste/sanitation, and other similar governmental and quasi-governmental services. Tract A and private drainage facilities within the subdivision shall not be dedicated to, nor the responsibility of, the City of Cocoa, Florida.

IN WITNESS WHEREOF
TAYLOR MORRISON OF FLORIDA, Inc., a Florida corporation
has caused these presents to be signed and attested to by the officers named below and its corporate seal affixed hereto on

By _____ Date _____

Print name: _____ Title _____

TAYLOR MORRISON OF FLORIDA, Inc., a Florida corporation
2600 Lake Lucien Drive, Suite 350
Maitland, Florida 32751

Signed and sealed in the presence of:

WITNESSES: _____

PRINT NAME: _____

PRINT NAME: _____

STATE OF FLORIDA,
COUNTY OF ORANGE

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, BY MEANS OF [] PHYSICAL PRESENCE OR [] ONLINE NOTARIZATION, THIS DAY OF _____, 2025, BY _____ OF TAYLOR MORRISON OF FLORIDA, INC., A FLORIDA CORPORATION, SUCH PERSON [] IS PERSONALLY KNOWN TO ME OR [] HAS PRODUCED _____ AS IDENTIFICATION.

SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT

PRINTED NAME: _____

COMMISSION EXPIRES: _____

COMMISSION NUMBER _____

CERTIFICATE OF APPROVAL BY MUNICIPALITY

THIS IS TO CERTIFY, that on _____ the city council of the City of Cocoa, Florida approved the foregoing plat.

Michael C. Blake, Mayor

Monica Arsenault, City Clerk

ADVISORY: AT THE REQUEST OF THE OWNER, THIS FINAL PLAT HAS BEEN APPROVED PRIOR TO THE INSTALLATION AND COMPLETION OF THE SUBDIVISION IMPROVEMENTS, WHICH MAY INCLUDE ROADS, CURBS, GUTTERS, SIDEWALKS, UTILITY LINES, STORMWATER DRAINAGE IMPROVEMENTS AND RECREATIONAL AMENITIES.

CERTIFICATE OF SURVEYOR

Known all men by these presents, that the undersigned being a licensed and registered land surveyor and mapper, does hereby certify that on November 11, 2024, he completed the survey of the lands as shown on the foregoing plat; that said plat is a true and correct representation of a survey made under my responsible direction and supervision; that said survey is accurate to the best of my knowledge and belief; that Permanent Reference Monuments (P.R.M.'s) have been placed as required by law, and that Permanent Control Points (P.C.P.'s), and Monuments according to Section 177.091(9), F.S., will be set under the guarantees posted with the City of Cocoa City Commissioners for the required improvements; and, further, that the survey data complies with all the requirements of Chapter 177, Part 1, Florida Statutes, as amended and the plat was prepared under my direction and supervision and the plat complies with all the survey requirements of Chapter 177 of the Florida Statutes.

Billy Alan Chavers, P.S.M. Registration No. 7086

DALE STOCKSTILL AND ASSOCIATES, L.B. # 8052
801 INTERNATIONAL PARKWAY, SUITE 500
LAKE MARY, FL 32746
PHONE : (407) 926-0333

CERTIFICATE OF REVIEWING SURVEYOR FOR THE CITY OF COCOA

I HEREBY CERTIFY, That I have reviewed the foregoing plat and find that it is in conformity with Chapter 177, Part 1, Florida Statutes.

Edwin Munoz Jr. P.S.M. and Registered Florida
Surveyor and Mapper # _____

CERTIFICATE OF CLERK

I HEREBY CERTIFY, That I have examined the foregoing plat and find that it complies in form with all the requirements of Chapter 177, Part 1, Florida Statutes, and was filed for record on _____ at _____.

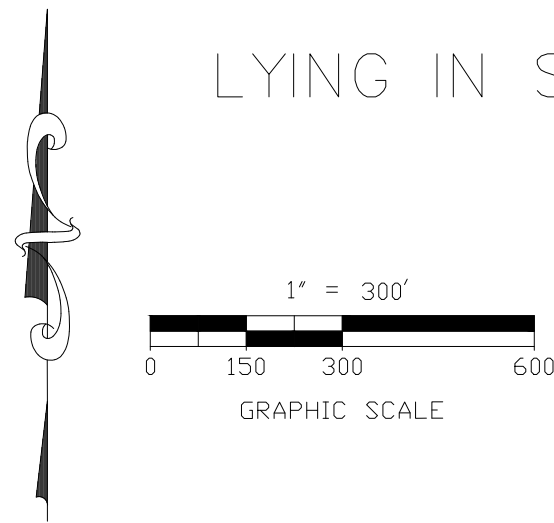
File No. _____

Clerk of the Circuit Court
in and for Brevard County, FL

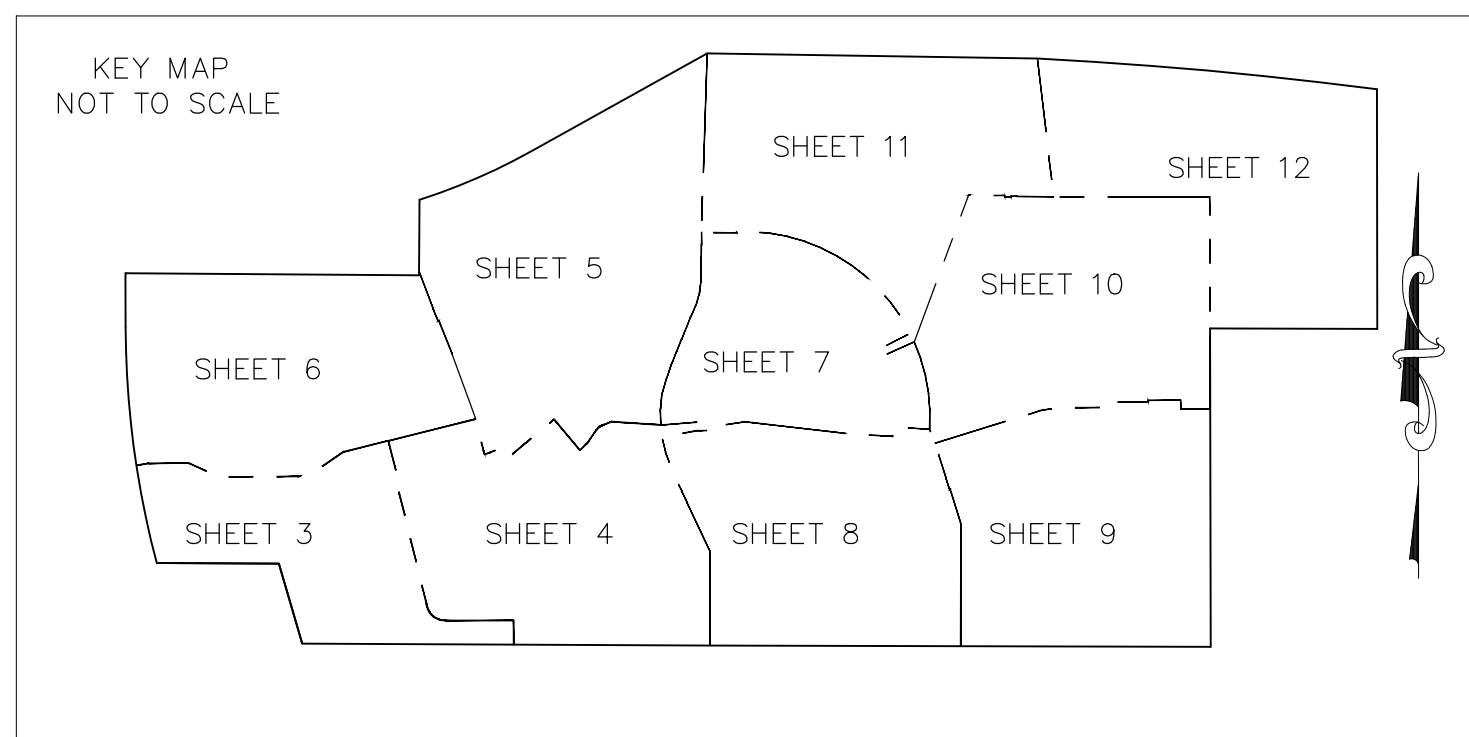
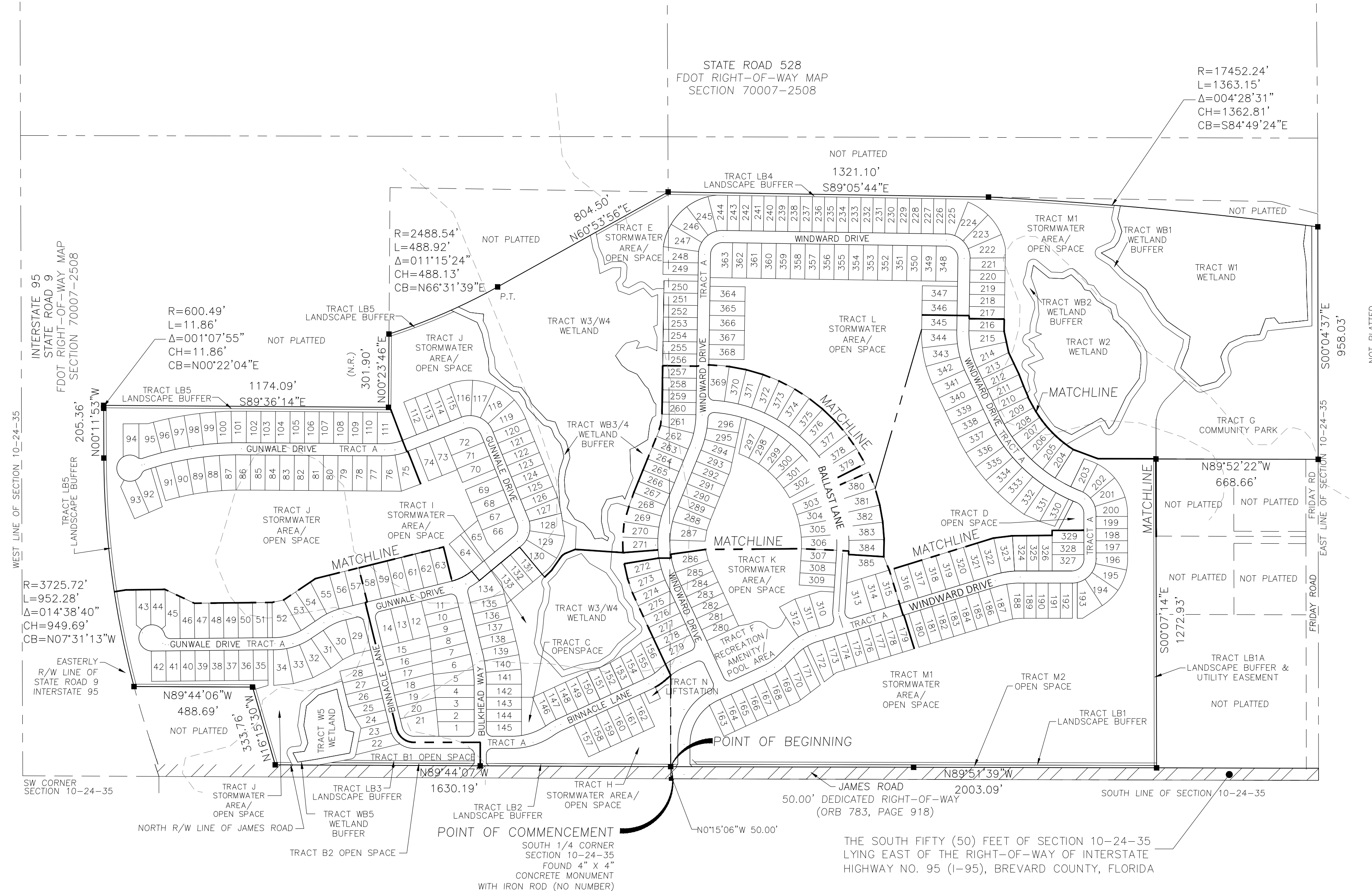
WINDWARD PRESERVE

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LYING IN SECTION 10, TOWNSHIP 24 SOUTH, RANGE 35 EAST, CITY OF COCOA, BREVARD COUNTY, FLORIDA



TRACT TABLE					
TRACT NAME	USE	OWNERSHIP	MAINTENANCE	ACRES	%
TRACT A	R/W			16.26	7.67
TRACT B1	OPEN SPACE	HOA	HOA	0.56	0.26
TRACT B2	OPEN SPACE	CDD	CDD	0.14	0.07
TRACT C	OPEN SPACE	HOA	HOA	0.25	0.12
TRACT D	OPEN SPACE	HOA	HOA	0.19	0.09
TRACT E	STORMWATER/OPEN SPACE	CDD	CDD	1.89	0.89
TRACT F	RECREATION/AMENITY/POOL	HOA	HOA	1.26	0.60
TRACT G	PARK AREA	HOA	HOA	6.52	3.07
TRACT H	STORMWATER/OPEN SPACE	CDD	CDD	2.78	1.31
TRACT I	STORMWATER/OPEN SPACE	CDD	CDD	1.44	0.68
TRACT IA	STORMWATER/OPEN SPACE	CDD	CDD	0.82	0.39
TRACT J	STORMWATER/OPEN SPACE	CDD	CDD	19.60	9.24
TRACT K	STORMWATER/OPEN SPACE	CDD	CDD	5.10	2.41
TRACT L	STORMWATER/OPEN SPACE	CDD	CDD	15.89	7.49
TRACT M1	STORMWATER/OPEN SPACE	CDD	CDD	28.42	13.40
TRACT M2	OPEN SPACE	CDD	CDD	0.44	0.21
TRACT N	LIFT STATION	CITY	CITY	0.06	0.03
TRACT LB1	LANDSCAPE BUFFER	CDD	CDD	0.44	0.21
TRACT LB1A	LANDSCAPE BUFFER & UTILITY ESMT	CDD	CDD	0.28	0.13
TRACT LB2	LANDSCAPE BUFFER	CDD	CDD	0.18	0.08
TRACT LB3	LANDSCAPE BUFFER	CDD	CDD	0.13	0.06
TRACT LB4	LANDSCAPE BUFFER	CDD	CDD	0.51	0.24
TRACT LB5	LANDSCAPE BUFFER	CDD	CDD	0.89	0.42
TRACT W1	WETLAND	CDD	CDD	8.43	3.97
TRACT W2	WETLAND	CDD	CDD	4.86	2.29
TRACT W3	WETLAND	CDD	CDD	11.32	5.34
TRACT W4	WETLAND	CDD	CDD	2.78	1.31
TRACT W5	WETLAND	CDD	CDD	1.02	0.48
TRACT WB1	WETLAND BUFFER	CDD	CDD	1.19	0.56
TRACT WB2	WETLAND BUFFER	CDD	CDD	1.25	0.59
TRACT WB3/4	WETLAND BUFFER	CDD	CDD	3.46	1.63
TRACT WB5	WETLAND BUFFER	CDD	CDD	0.62	0.29
SINGLE FAMILY LOTS:				73.15	34.49
TOTAL PROJECT AREA				212.1	AC



LEGEND

■	SET 4"x4" CONCRETE MONUMENT LB #8052	(D)	DESCRIBED	RP	RADIUS POINT
●	SET 5/8" IRC LB #8052	LB	LICENSED BUSINESS	PI	POINT OF INTERSECTION
IRC	IRON ROD AND CAP	NTC	NON-TANGENT CURVE	PT	POINT OF TANGENCY
R/W	RIGHT-OF-WAY	PC	POINT OF CURVATURE	(N.R.)	NON-RADIAL
PB	PLAT BOOK	NTS	NOT TO SCALE	PRC	POINT OF REVERSE CURVATURE
NAD 83	NORTH AMERICAN DATUM 1983	POB	POINT OF BEGINNING	ORB	OFFICIAL RECORDS BOOK
⊕	CENTERLINE	POC	POINT OF COMMENCEMENT	(O/V)	OVERALL
R	RADIUS	—	LIMITED ACCESS RIGHT-OF-WAY	FEMA	FEDERAL EMERGENCY MANAGEMENT AGENCY
Δ	CENTRAL ANGLE	U.E.	UTILITY EASEMENT	FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
L	LENGTH	D.E.	DRAINAGE EASEMENT	(N.R.)	NON-RADIAL
CB	CHORD BEARING	W.U.E.	WALL AND UTILITY EASEMENT	PRC	POINT OF REVERSE CURVATURE
CH	CHORD	D.A.E.	DRAINAGE AND ACCESS EASEMENT	HOA	HOMEOWNERS ASSOCIATION
N.R.	NON-RADIAL	D.U.E.	DRAINAGE AND UTILITY EASEMENT	CDD	COMMUNITY DEVELOPMENT DISTRICT
(TYP)	TYPICAL	D&AMWE	DRAINAGE AND ACCESS, MAINTENANCE, WALL EASEMENT		

THE SOUTH FIFTY (50) FEET OF SECTION 10-24-35 LYING EAST OF THE RIGHT-OF-WAY OF INTERSTATE HIGHWAY NO. 95 (I-95), BREVARD COUNTY, FLORIDA

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LINE TABLE		
LINE	BEARING	LENGTH
L400	S70°57'28"W	50.25'
L401	S65°14'50"W	50.00'
L402	S59°32'12"W	50.05'
L403	N60°56'49"E	50.14'
L404	N80°25'01"E	77.66'
L405	N57°05'01"E	59.74'
L406	N00°00'00"W	13.60'
L407	N44°48'20"W	39.39'
L408	N01°51'37"W	5.26'
L409	S44°52'04"E	14.03'
L410	S45°04'10"W	13.98'
L411	N89°51'39"W	4.52'

CURVE TABLE						
CURVE	LENGTH	RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD DISTANCE	
C400	99.69'	75.00'	76°09'15"	S51°55'23"E	92.51'	
C401	66.46'	75.00'	76°09'15"	S51°55'23"E	61.67'	
C402	39.27'	25.00'	90°00'00"	S31°09'15"	35.36'	
C403	39.27'	25.00'	90°00'00"	N58°50'45"W	35.36'	
C404	112.66'	250.00'	25°49'15"	N61°34'38"E	111.71'	
C405	32.05'	250.00'	72°00'40"	N72°28'55"E	32.02'	
C406	80.62'	250.00'	18°28'35"	N59°34'18"E	80.27'	
C407	5.04'	225.00'	1°17'01"	N75°30'44"E	5.04'	
C408	47.84'	275.00'	9°57'58"	N55°18'59"E	47.77'	
C409	32.35'	250.00'	74°08'44"	S23°13'37"W	30.14'	
C410	132.91'	550.00'	13°50'45"	N06°55'23"W	132.59'	
C411	126.87'	525.00'	13°50'45"	N06°55'23"W	126.56'	
C412	120.83'	530.00'	13°50'45"	N06°55'23"W	120.53'	

C413	36.28'	550.00'	3°46'45"	N11°57'23" W	36.27'
C414	47.81'	550.00'	4°58'48"	N07°34'36" W	47.79'
C415	48.83'	550.00'	5°05'12"	N02°32'36" W	48.81'
C416	60.59'	500.00'	6°56'34"	N10°22'28" W	60.55'
C417	60.24'	500.00'	6°54'11"	N03°27'06" W	60.21'
C418	167.95'	695.00'	13°50'45"	N06°55'23" W	167.54'
C419	45.84'	695.00'	3°46'45"	N11°57'23" W	45.83'
C420	60.41'	695.00'	4°58'48"	N07°34'36" W	60.39'
C421	61.70'	695.00'	5°05'12"	N02°32'36" W	61.68'
C422	39.27'	250.00'	9°00'00"	N45°00'00" E	35.36'
C423	39.27'	250.00'	9°00'00"	S45°00'00" E	35.36'
C424	152.68'	250.00'	34°59'32"	N72°30'14" E	150.32'
C425	167.95'	275.00'	34°59'32"	N72°30'14" E	165.35'

C426	183.22°	300.00°	34°59'32"	N72°30'14"E	180.38
C427	44.68°	250.00°	10°14'22"	S60°07'39"W	44.62
C428	49.15°	275.00°	10°14'22"	S60°07'39"W	49.08
C429	53.61°	300.00°	10°14'22"	S60°07'39"W	53.54
C430	39.47°	250.00°	9°02'48"	N85°28'36"E	39.43
C431	107.71°	250.00°	24°41'10"	N68°36'37"E	106.86
C432	39.27°	250.00°	9°00'00"	S45°00'00"W	39.38
C433	5.50°	250.00°	1°15'34"	N55°38'15"E	5.50°
C434	44.87°	300.00°	8°34'07"	S59°17'32"W	44.82
C435	8.75°	300.00°	14°01'44"	S64°24'43"W	8.75°
C436	71.86°	225.00°	18°18'01"	N56°05'49"E	71.56°
C437	63.88°	200.00°	18°18'01"	N56°05'49"E	63.61°
C438	79.85°	250.00°	18°18'01"	N56°05'49"E	79.51°

24-35		POINT OF COMMENCEMENT			
		SOUTH 1/4 CORNER			
		SECTION 10-24-35			
		FOUND 4" X 4"			
		CONCRETE MONUMENT			
		WITH IRON ROD (NO NUMBER)			
C439	18.67'	250.00'	4'16"47"	N63°06'26"E	18.67'
C440	61.18'	200.00'	14°01'13"	N59°57'26"E	61.02'
C441	41.37'	250.00'	11°51'10"	N53°15'51"E	41.30'
C442	22.51'	200.00'	6°26'50"	N50°10'14"E	22.49'
C443	34.93'	300.00'	6°40'18"	S50°16'58"W	34.91'
C444	28.84'	50.00'	3°30'32"	S51°44'11"W	28.44'
C445	31.05'	25.00'	71°09'34"	S102°45'9"W	29.09'
C446	41.66'	25.00'	95°29'13"	N03°08'57"E	37.01'
C447	101.40'	225.00'	25°49'15"	N64°41'38"E	100.54'
C448	96.40'	225.00'	24°32'51"	N63°52'50"E	95.66'


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801 International Parkway,
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C624	58.89	1067.74"	3'09"35"	S78°13'59"W	58.88
C625	58.89	1067.74"	3'09"35"	S75°04'23"W	58.88
C626	10.62	200.00'	3'02"29"	N73°04'45"E	10.62
C627	79.75	1263.00'	3'37"05"	S73°28'14"W	79.74
C628	58.83	1263.00'	2'40"07"	S76°36'58"W	58.82
C629	58.83	1263.00'	2'40"07"	S79°16'58"W	58.82
C630	58.83	1263.00'	2'40"07"	S81°57'05"W	58.82
C631	58.83	1263.00'	2'40"07"	S84°37'12"W	58.82
C632	58.83	1263.00'	2'40"07"	S87°17'19"W	58.82
C633	39.08	1263.00'	1'46"23"	S89°30'34"W	39.08
C634	64.88	1393.00'	2'40"07"	S87°17'19"W	64.88
C635	64.88	1393.00'	2'40"07"	S84°37'12"W	64.88
C636	64.88	1393.00'	2'40"07"	S81°57'05"W	64.88
C637	64.88	1393.00'	2'40"07"	S79°16'58"W	64.88
C638	64.88	1393.00'	2'40"07"	S76°36'58"W	64.88
C639	23.04	1393.00'	0'56"52"	S74°48'21"W	23.04
C640	19.92	25.00'	36'28"31"	N89°53'57"E	15.65
C641	7.40'	25.00'	16'57'28"	S63°23'05"E	7.37'
C642	61.80'	54.00'	65°33'04"	N87°41'21"W	58.93
C643	115.97'	54.00'	123°02'46"	S01°59'46"E	94.48
C644	46.99'	54.00'	49°51'24"	S88°26'51"E	45.52
C645	40.41'	54.00'	42°52'53"	N45°11'01"E	39.48
C646	34.75'	1393.00'	1°41'29"00"	S81°28'39"W	34.65

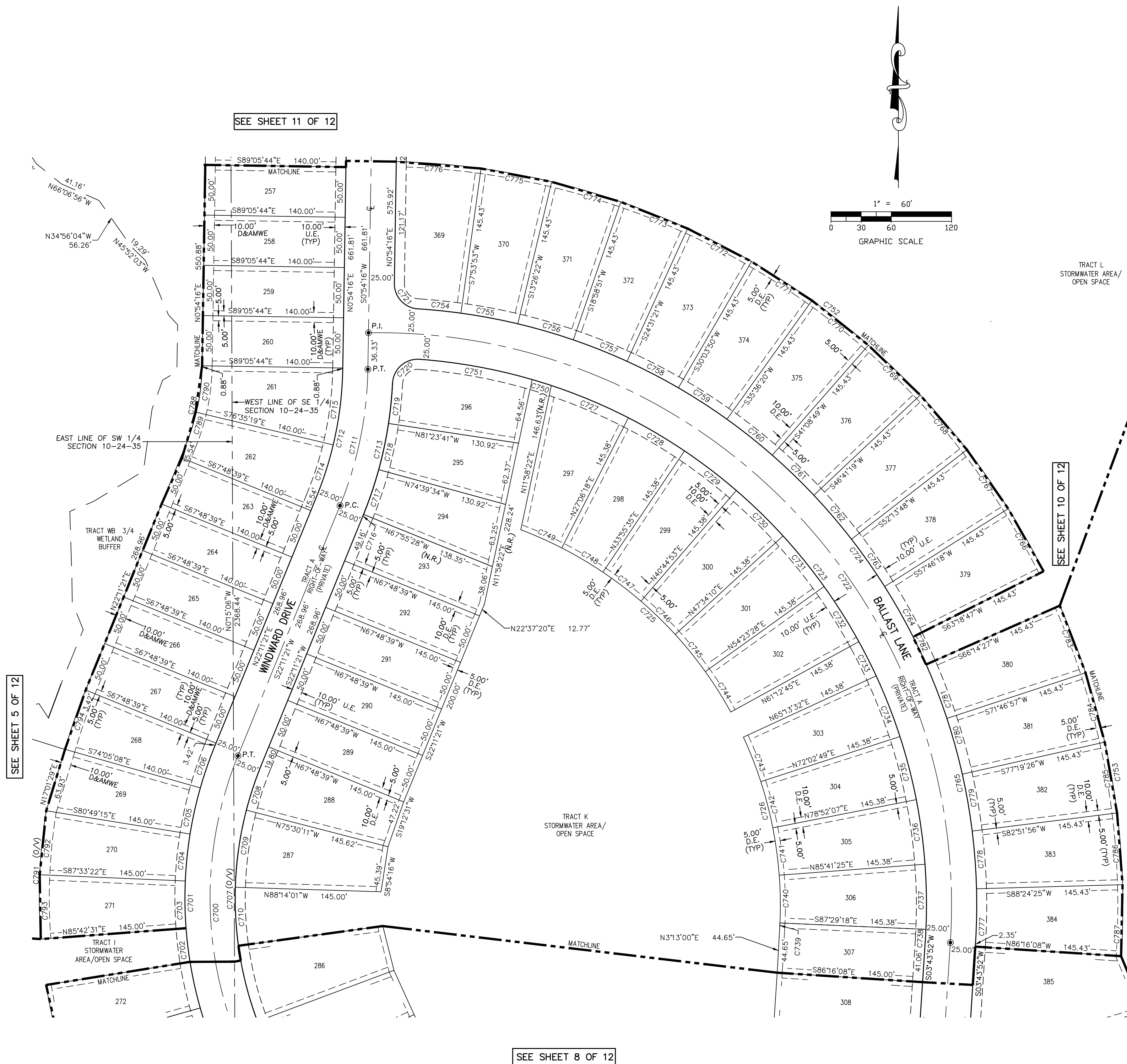
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WINDWARD PRESERVE

LYING IN SECTION 10, TOWNSHIP 24 SOUTH, RANGE 35 EAST, CITY OF COCOA, BREVARD COUNTY, FLORIDA

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CURVE TABLE					
CURVE	LENGTH	RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD DISTANCE
C700	308.41'	375.00'	47°07'19"	S01°22'19"E	299.79'
C701	328.97'	400.00'	47°07'19"	S01°22'19"E	319.78'
C702	33.75'	400.00'	4°50'05"	S06°42'31"E	33.74'
C703	47.02'	400.00'	6°44'07"	S00°55'25"E	46.99'
C704	47.02'	400.00'	6°44'07"	S05°48'41"W	46.99'
C705	47.02'	400.00'	6°44'07"	S12°32'48"W	46.99'
C706	43.81'	400.00'	6°16'29"	S19°03'06"W	43.78'
C707	287.85'	350.00'	47°07'19"	S01°22'19"E	279.81'
C708	46.99'	350.00'	7°41'32"	S18°20'35"W	46.95'
C709	77.77'	350.00'	12°43'50"	S08°07'54"W	77.61'
C710	58.37'	350.00'	9°33'17"	S03°00'40"E	58.30'
C711	139.31'	375.00'	21°17'05"	N11°32'48"E	138.51'
C712	130.02'	350.00'	21°17'05"	N11°32'48"E	129.27'
C713	135.19'	350.00'	19°21'52"	N12°30'25"E	134.55'
C714	53.62'	350.00'	8°46'39"	N17°48'01"E	53.57'
C715	76.40'	350.00'	12°30'25"	N07°09'29"E	76.25'
C716	0.79'	400.00'	0°06'48"	N22°07'57"E	0.79'
C717	47.02'	400.00'	6°44'07"	N18°42'29"E	46.99'
C718	47.02'	400.00'	6°44'07"	N11°58'22"E	46.99'
C719	40.36'	400.00'	5°46'50"	N05°42'54"E	40.34'
C720	39.90'	25.00'	91°26'25"	S48°32'42"W	35.80'
C721	38.03'	25.00'	87°09'35"	S42°40'32"E	34.47'
C722	942.76'	570.00'	94°45'54"	N43°39'05"W	838.91'
C723	851.01'	545.00'	89°27'58"	N41°00'07"W	767.15'
C724	934.48'	595.00'	89°59'12"	N41°15'44"W	841.36'
C725	282.53'	399.62'	40°30'30"	N49°02'30"W	276.68'
C726	195.23'	399.62'	27°59'28"	N10°46'44"W	193.29'
C727	83.15'	545.00'	8°44'29"	N67°15'57"W	83.07'
C728	64.89'	545.00'	6°49'18"	N59°29'03"W	64.85'
C729	64.89'	545.00'	6°49'18"	N52°39'46"W	64.85'
C730	64.89'	545.00'	6°49'18"	N45°50'28"W	64.85'
C731	64.89'	545.00'	6°49'18"	N39°01'11"W	64.85'
C732	64.89'	545.00'	6°49'18"	N32°11'53"W	64.85'
C733	38.17'	545.00'	4°00'47"	N26°46'51"W	38.16'
C734	64.89'	545.00'	6°49'18"	N21°21'49"W	64.85'
C735	64.89'	545.00'	6°49'18"	N14°32'32"W	64.85'
C736	64.89'	545.00'	6°49'18"	N07°43'14"W	64.85'
C737	64.89'	545.00'	6°49'18"	N00°53'57"W	64.85'
C738	11.60'	545.00'	1°13'10"	N03°07'17"E	11.60'
C739	4.92'	399.62'	0°42'18"	N02°51'51"E	4.92'
C740	47.58'	399.62'	6°49'18"	N00°53'57"W	47.55'
C741	47.58'	399.62'	6°49'18"	N07°43'14"W	47.55'
C742	47.58'	399.62'	6°49'18"	N14°32'32"W	47.55'
C743	47.58'	399.62'	6°49'18"	N21°21'49"W	47.55'
C744	47.58'	399.62'	6°49'18"	N32°11'53"W	47.55'
C745	47.58'	399.62'	6°49'18"	N39°01'11"W	47.55'
C746	47.58'	399.62'	6°49'18"	N45°50'28"W	47.55'
C747	47.58'	399.62'	6°49'18"	N52°39'46"W	47.55'

C748	47.58'	399.62'	6°49'18"	N59°29'03"W	47.55'
C749	44.64'	399.62'	6°24'02"	N66°05'43"W	44.62'
C750	20.09'	545.00'	2°06'43"	N72°41'33"W	20.09'
C751	114.02'	545.00'	11°59'12"	N79°44'30"W	113.81'
C752	800.79'	740.43'	61°57'57"	N57°40'12"W	762.33'
C753	357.61'	740.43'	27°40'20"	N09°55'22"W	354.14'
C754	43.13'	595.00'	4°09'12"	N84°10'43"W	43.12'
C755	57.55'	595.00'	5°32'29"	N79°19'53"W	57.52'
C756	57.55'	595.00'	5°32'29"	N73°47'23"W	57.52'
C757	57.55'	595.00'	5°32'29"	N68°14'54"W	57.52'
C758	57.55'	595.00'	5°32'29"	N62°42'24"W	57.52'
C759	57.55'	595.00'	5°32'29"	N57°09'55"W	57.52'
C760	57.55'	595.00'	5°32'29"	N51°37'25"W	57.52'
C761	57.55'	595.00'	5°32'29"	N46°04'56"W	57.52'
C762	57.55'	595.00'	5°32'29"	N40°32'27"W	57.52'
C763	57.55'	595.00'	5°32'29"	N34°59'57"W	57.52'
C764	57.55'	595.00'	5°32'29"	N29°27'28"W	57.52'
C765	315.88'	595.00'	30°25'05"	N11°28'40"W	312.19'
C766	71.61'	740.43'	5°32'29"	N29°27'28"W	71.59'
C767	71.61'	740.43'	5°32'29"	N34°59'57"W	71.59'
C768	71.61'	740.43'	5°32'29"	N40°32'27"W	71.59'
C769	71.61'	740.43'	5°32'29"	N46°04'56"W	71.59'
C770	71.61'	740.43'	5°32'29"	N51°37'25"W	71.59'
C771	71.61'	740.43'	5°32'29"	N57°09'55"W	71.59'
C772	71.61'	740.43'	5°32'29"	N62°42'24"W	71.59'
C773	71.61'	740.43'	5°32'29"	N68°14'54"W	71.59'
C774	71.61'	740.43'	5°32'29"	N73°47'23"W	71.59'
C775	71.61'	740.43'	5°32'29"	N79°19'53"W	71.59'
C776	84.66'	740.43'	6°33'03"	N85°22'39"W	84.61'
C777	55.29'	595.00'	5°19'27"	N01°04'09"E	55.27'
C778	57.55'	595.00'	5°32'29"	N04°21'50"W	57.52'
C779	57.55'	595.00'	5°32'29"	N09°54'19"W	57.52'
C780	57.55'	595.00'	5°32'29"	N15°26'48"W	57.52'
C781	57.55'	595.00'	5°32'29"	N20°59'18"W	57.52'
C782	30.41'	595.00'	2°55'40"	N25°13'23"W	30.40'
C783	71.61'	740.43'	5°32'29"	N20°59'18"W	71.59'
C784	71.61'	740.43'	5°32'29"	N15°26'48"W	71.59'
C785	71.61'	740.43'	5°32'29"	N09°54'19"W	71.59'
C786	71.61'	740.43'	5°32'29"	N04°21'50"W	71.59'
C787	71.16'	740.43'	5°30'23"	N01°09'36"E	71.13'
C788	78.01'	210.00'	21°17'05"	N11°32'48"E	77.56'
C789	32.17'	210.00'	8°46'39"	N17°48'01"E	32.14'
C790	45.84'	210.00'	12°30'25"	N07°09'29"E	45.75'
C791	128.13'	545.00'	13°28'14"	S02°26'38"W	127.84'
C792	64.07'	545.00'	6°44'07"	S05°48'41"W	64.03'
C793	64.07'	545.00'	6°44'07"	S00°55'25"E	64.03'
C794	59.14'	540.00'	6°16'29"	S19°03'06"W	59.11'



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SHEET INDEX
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GRAPHIC SCALE
1" = 60'
0 30 60 120

POINT OF BEGINNING
N89°44'07"W
1630.19'

POINT OF COMMENCEMENT
SOUTH 1/4 CORNER
SECTION 10-24-35
FOUND 4" x 4"
CONCRETE MONUMENT
WITH IRON ROD (NO NUMBER)

TRACT I STORMWATER AREA/ OPEN SPACE
TRACT J STORMWATER AREA/ OPEN SPACE
TRACT K STORMWATER AREA/ OPEN SPACE
TRACT L STORMWATER AREA/ OPEN SPACE
TRACT M STORMWATER AREA/ OPEN SPACE
TRACT N STORMWATER AREA/ OPEN SPACE
TRACT O STORMWATER AREA/ OPEN SPACE
TRACT P STORMWATER AREA/ OPEN SPACE
TRACT Q STORMWATER AREA/ OPEN SPACE
TRACT R STORMWATER AREA/ OPEN SPACE
TRACT S STORMWATER AREA/ OPEN SPACE
TRACT T STORMWATER AREA/ OPEN SPACE
TRACT U STORMWATER AREA/ OPEN SPACE
TRACT V STORMWATER AREA/ OPEN SPACE
TRACT W STORMWATER AREA/ OPEN SPACE
TRACT X STORMWATER AREA/ OPEN SPACE
TRACT Y STORMWATER AREA/ OPEN SPACE
TRACT Z STORMWATER AREA/ OPEN SPACE

WINDWARD DRIVE
BALLAST LANE
JAMES ROAD

TRACT A STORMWATER AREA/ OPEN SPACE
TRACT B STORMWATER AREA/ OPEN SPACE
TRACT C STORMWATER AREA/ OPEN SPACE
TRACT D STORMWATER AREA/ OPEN SPACE
TRACT E STORMWATER AREA/ OPEN SPACE
TRACT F RECREATION/ AMENITY/ POOL AREA
TRACT G STORMWATER AREA/ OPEN SPACE
TRACT H STORMWATER AREA/ OPEN SPACE
TRACT I STORMWATER AREA/ OPEN SPACE
TRACT J STORMWATER AREA/ OPEN SPACE
TRACT K STORMWATER AREA/ OPEN SPACE
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TRACT W STORMWATER AREA/ OPEN SPACE
TRACT X STORMWATER AREA/ OPEN SPACE
TRACT Y STORMWATER AREA/ OPEN SPACE
TRACT Z STORMWATER AREA/ OPEN SPACE

CURVE TABLE

CURVE	LENGTH	RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD DISTANCE
C800	255.52'	225.00'	65°04'02"	S32°32'01"W	242.01'
C801	271.52'	250.00'	62°13'39"	S31°06'50"W	258.37'
C802	5.97'	12.00'	28°30'41"	S14°15'21"W	5.91'
C803	38.03'	25.00'	87°09'37"	N18°38'51"E	34.47'
C804	39.27'	25.00'	90°00'00"	N69°55'58"W	35.36'
C805	79.06'	250.00'	18°07'13"	S56°00'28"W	78.74'
C806	86.97'	275.00'	18°07'13"	S56°00'28"W	86.61'
C807	39.27'	25.00'	90°00'00"	N20°04'02"E	35.36'
C808	94.88'	300.00'	18°07'13"	S56°00'28"W	94.48'
C809	59.94'	300.00'	11°26'55"	S59°20'35"W	59.84'
C810	39.27'	25.00'	90°00'00"	S69°55'58"E	35.36'
C811	75.26'	225.00'	19°09'56"	N55°29'04"E	74.91'
C812	66.90'	200.00'	19°09'56"	N55°29'04"E	66.59'
C813	83.63'	250.00'	19°09'56"	N55°29'04"E	83.24'
C814	29.17'	250.00'	6°41'06"	N61°43'29"E	29.15'
C815	51.32'	250.00'	11°45'40"	N52°30'06"E	51.23'
C816	3.14'	250.00'	0°43'11"	N46°15'41"E	3.14'
C817	106.21'	225.00'	27°02'49"	S59°25'30"W	105.23'
C818	94.41'	200.00'	27°02'49"	S59°25'30"W	93.54'
C819	30.27'	200.00'	8°40'16"	S50°14'14"W	30.24'
C820	20.19'	200.00'	5°46'58"	S57°27'51"W	20.18'
C821	43.96'	200.00'	12°35'35"	S66°39'07"W	43.87'
C822	118.01'	250.00'	27°02'49"	S59°25'30"W	116.92'
C823	49.38'	250.00'	11°18'59"	S51°33'35"W	49.30'
C824	45.37'	250.00'	10°23'51"	S62°25'00"W	45.30'
C825	23.27'	250.00'	51°9'59"	S70°16'55"W	23.26'
C826	39.27'	25.00'	90°00'00"	N27°56'55"E	35.36'
C827	27.20'	75.00'	20°46'58"	S06°39'37"E	27.06'
C828	18.14'	50.00'	20°46'58"	S06°39'37"E	18.04'
C829	48.34'	25.00'	11°18'59"	S51°33'35"E	41.15'
C830	75.49'	40.00'	108°08'10"	N83°30'31"E	64.78'
C831	68.45'	50.00'	77°22'36"	N81°06'41"W	63.37'
C832	5.35'	45.00'	6°48'54"	N63°36'28"E	5.35'
C833	308.41'	375.00'	47°07'19"	S01°22'19"E	299.79'
C834	110.35'	400.00'	15°48'24"	S17°01'46"E	110.00'
C835	104.73'	350.00'	17°08'40"	S16°21'38"E	104.34'
C836	26.96'	350.00'	42°42'50"	S22°43'33"E	26.96'
C837	77.77'	350.00'	12°43'50"	S17°01'46"E	77.61'
C838	47.02'	400.00'	6°44'07"	S12°29'37"E	46.99'
C839	47.02'	400.00'			

CURVE TABLE

CURV	LENGTH	RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD DISTANCE
C900	104.16'	350.00'	17°03'05"	S81°28'27"W	103.78'
C901	111.60'	375.00'	17°03'05"	S81°28'27"W	111.19'
C902	96.72'	325.00'	17°03'05"	S81°28'27"W	96.37'
C903	53.37'	179.33'	17°03'05"	S81°28'27"W	53.17'
C904	22.99'	179.33'	7°20'37"	S76°37'13"W	22.97'
C905	30.39'	179.33'	9°42'28"	S85°08'46"W	30.35'
C906	41.66'	325.00'	7°20'37"	S76°37'13"W	41.63'
C907	55.07'	325.00'	9°42'28"	S85°08'46"W	55.00'
C908	33.34'	375.00'	5°05'40"	S75°29'44"W	33.33'
C909	51.86'	375.00'	7°55'27"	S82°00'18"W	51.82'
C910	78.65'	50.00'	90°07'14"	N44°56'23"E	70.79'
C911	117.97'	75.00'	90°07'14"	N44°56'23"E	106.18'
C912	157.29'	100.00'	90°07'14"	N44°56'23"E	141.57'
C913	229.23'	230.00'	57°06'16"	N28°25'54"E	219.86'
C914	2.55'	100.00'	1°27'48"	N89°16'06"E	2.55'
C915	20.20'	100.00'	11°34'18"	N82°45'03"E	20.16'
C916	34.87'	100.00'	19°58'53"	N66°58'28"E	34.70'
C917	39.63'	100.00'	22°42'28"	N45°37'47"E	39.37'
C918	39.63'	100.00'	22°42'28"	N22°55'19"E	39.37'
C919	20.40'	100.00'	11°41'19"	N05°43'26"E	20.37'
C920	46.92'	230.00'	11°41'19"	N05°43'26"E	46.84'
C921	91.16'	230.00'	22°42'28"	N22°55'19"E	90.56'
C922	91.16'	230.00'	22°42'28"	N45°37'47"E	90.56'
C923	26.40'	375.00'	4°01'58"	S87°59'01"W	26.39'



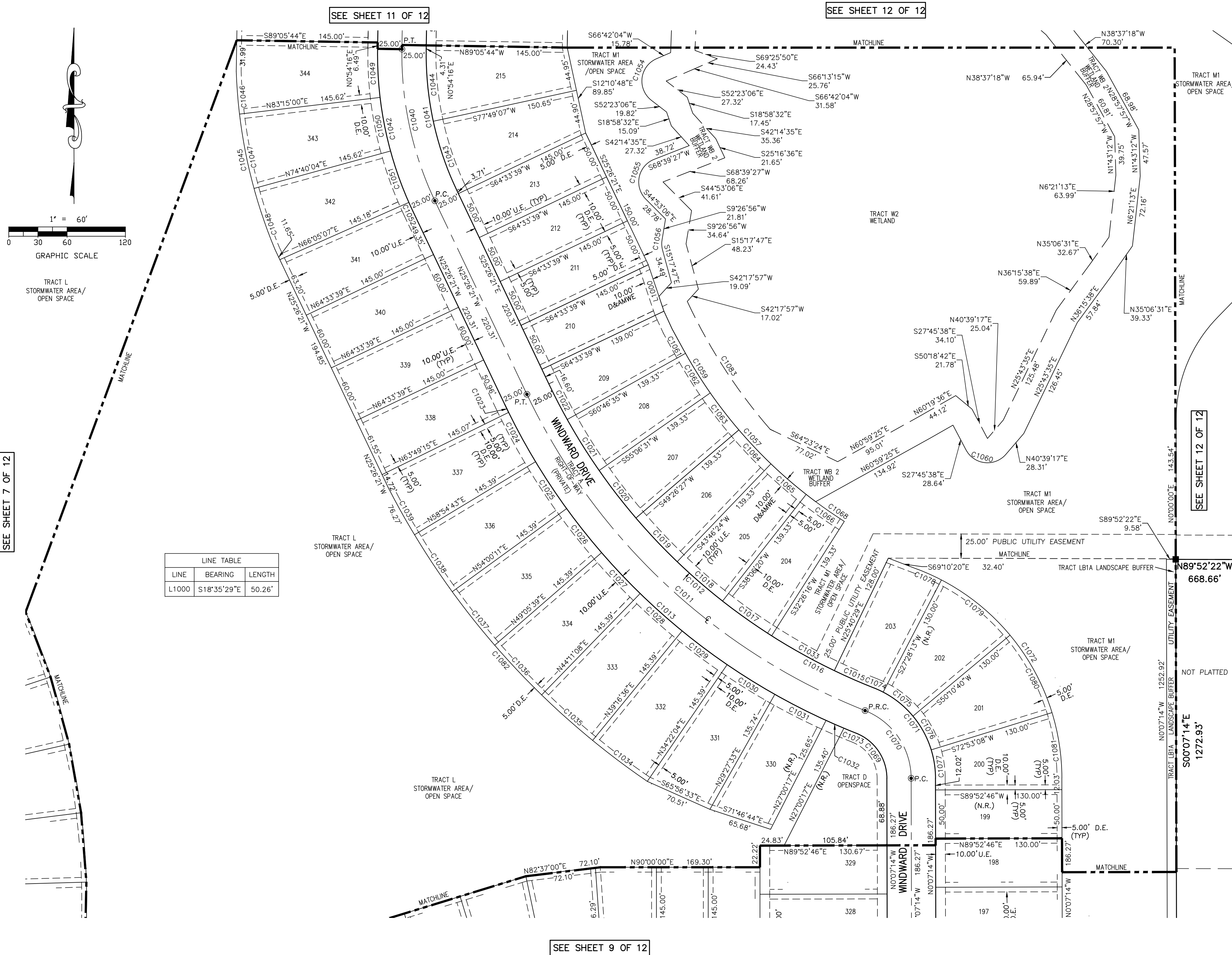
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WINDWARD PRESERVE

LYING IN SECTION 10, TOWNSHIP 24 SOUTH, RANGE 35 EAST, CITY OF COCOA, BREVARD COUNTY, FLORIDA

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CURVE TABLE					
CURVE	LENGTH	RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD DISTANCE
C1011	487.61'	650.00'	42°58'53"	S46°55'48"E	476.25'
C1012	468.81'	625.00'	42°58'37"	S46°55'40"E	457.89'
C1013	506.31'	675.00'	42°58'37"	S46°55'40"E	494.52'
C1015	44.62'	625.00'	4°05'27"	S66°22'15"E	44.61'
C1016	109.93'	625.00'	10°04'40"	S62°36'04"E	109.79'
C1017	61.83'	625.00'	5°40'04"	S54°43'42"E	61.80'
C1018	61.82'	625.00'	5°40'04"	S49°03'38"E	61.80'
C1019	61.82'	625.00'	5°40'04"	S43°23'35"E	61.80'
C1020	61.82'	625.00'	5°40'03"	S37°43'31"E	61.80'
C1021	61.83'	625.00'	5°40'04"	S32°03'27"E	61.80'
C1022	41.28'	625.00'	3°47'04"	S27°19'53"E	41.27'
C1023	8.72'	675.00'	0°44'24"	S25°48'33"E	8.72'
C1024	57.83'	675.00'	4°54'32"	S28°38'01"E	57.81'
C1025	57.83'	675.00'	4°54'32"	S33°32'33"E	57.81'
C1026	57.83'	675.00'	4°54'32"	S38°27'05"E	57.81'
C1027	57.83'	675.00'	4°54'32"	S43°21'36"E	57.81'
C1028	57.83'	675.00'	4°54'32"	S48°16'08"E	57.81'
C1029	57.83'	675.00'	4°54'32"	S53°10'40"E	57.81'
C1030	57.83'	675.00'	4°54'32"	S58°05'12"E	57.81'
C1031	59.12'	675.00'	5°01'06"	S63°03'00"E	59.10'
C1032	20.04'	675.00'	1°42'03"	S66°24'34"E	20.04'
C1033	73.77'	625.00'	6°45'47"	S60°56'37"E	73.73'
C1034	70.29'	820.39'	4°54'32"	S53°10'40"E	70.27'
C1035	70.29'	820.39'	4°54'32"	S48°16'08"E	70.27'
C1036	70.29'	820.39'	4°54'32"	S43°21'36"E	70.27'
C1037	70.29'	820.39'	4°54'32"	S38°27'05"E	70.27'
C1038	70.29'	820.39'	4°54'32"	S33°32'33"E	70.27'
C1039	55.57'	820.39'	3°52'51"	S29°08'51"E	55.56'
C1040	160.92'	350.00'	26°20'37"	S12°16'03"E	159.51'
C1041	149.43'	325.00'	26°20'37"	S12°16'03"E	148.12'
C1042	172.42'	375.00'	26°20'37"	S12°16'03"E	170.90'
C1043	75.20'	325.00'	13°15'28"	S18°48'37"E	75.03'
C1044	74.23'	325.00'	13°05'09"	S05°38'19"E	74.07'
C1045	188.36'	520.62'	20°43'48"	S12°16'03"E	187.34'
C1046	44.05'	520.62'	4°50'51"	S04°19'34"E	44.03'
C1047	77.98'	520.62'	8°34'56"	S11°02'28"E	77.91'
C1048	66.33'	520.62'	7°18'00"	S18°58'56"E	66.29'
C1049	50.10'	375.00'	7°39'16"	S02°55'22"E	50.06'
C1050	56.17'	375.00'	8°34'56"	S11°02'28"E	56.12'
C1051	56.17'	375.00'	8°34'56"	S19°37'24"E	56.12'
C1052	9.98'	375.00'	1°31'29"	S24°40'37"E	9.98'
C1054	51.96'	25.00'	119°05'10"	S07°09'29"W	43.10'
C1055	49.54'	25.00'	113°32'33"	S11°53'10"W	41.82'
C1056	10.80'	25.00'	24°44'43"	S02°55'25"E	10.71'
C1057	156.41'	485.67'	18°27'08"	S44°07'03"E	155.73'
C1058	48.69'	25.00'	111°35'05"	S83°33'11"E	41.35'
C1059	52.54'	485.67'	6°11'53"	S31°47'33"E	52.51'
C1060	48.69'	25.00'	111°35'05"	S83°33'11"E	41.35'
C1061	4.49'	485.67'	0°31'49"	S28°57'31"E	4.49'
C1062	48.04'	485.67'	5°40'04"	S32°03'27"E	48.02'
C1063	48.04'	485.67'	5°40'03"	S37°43'31"E	48.02'
C1064	48.04'	485.67'	5°40'04"	S43°23'35"E	48.02'
C1065	48.04'	485.67'	5°40'04"	S49°03'38"E	48.02'
C1066	48.04'	485.67'	5°40'04"	S54°43'42"E	48.02'
C1068	35.76'	485.67'	4°13'07"	S55°27'11"E	35.75'
C1069	59.60'	50.00'	68°17'44"	N34°16'06"W	56.13'
C1070	89.40'	75.00'	68°17'44"	N34°16'06"W	84.20'
C1071	119.20'	100.00'	68°17'44"	N34°16'06"W	112.27'
C1072	277.19'	230.00'	69°03'06"	N34°38'47"W	260.72'
C1073	13.62'	675.00'	1°09'23"	S67°50'17"E	13.62'
C1074	10.27'	100.00'	5°53'11"	N65°28'23"W	10.27'
C1075	39.63'	100.00'	22°42'28"	N51°10'34"W	39.37'
C1076	39.63'	100.00'	22°42'28"	N28°28'06"W	39.37'
C1077	29.66'	100.00'	16°59'38"	N08°37'03"W	29.55'
C1078	26.66'	230.00'	6°38'33"	N65°51'04"W	26.65'
C1079	91.15'	230.00'	22°42'28"	N51°10'34"W	90.56'
C1080	91.15'	230.00'	22°42'28"	N28°28'06"W	90.56'
C1081	68.22'	230.00'	16°59'38"	N08°37'03"W	67.97'
C1082	407.00'	820.39'	28°25'30"	S41°25'11"E	402.84'
C1083	157.25'	558.99'	16°07'03"	S32°57'04"E	156.73'



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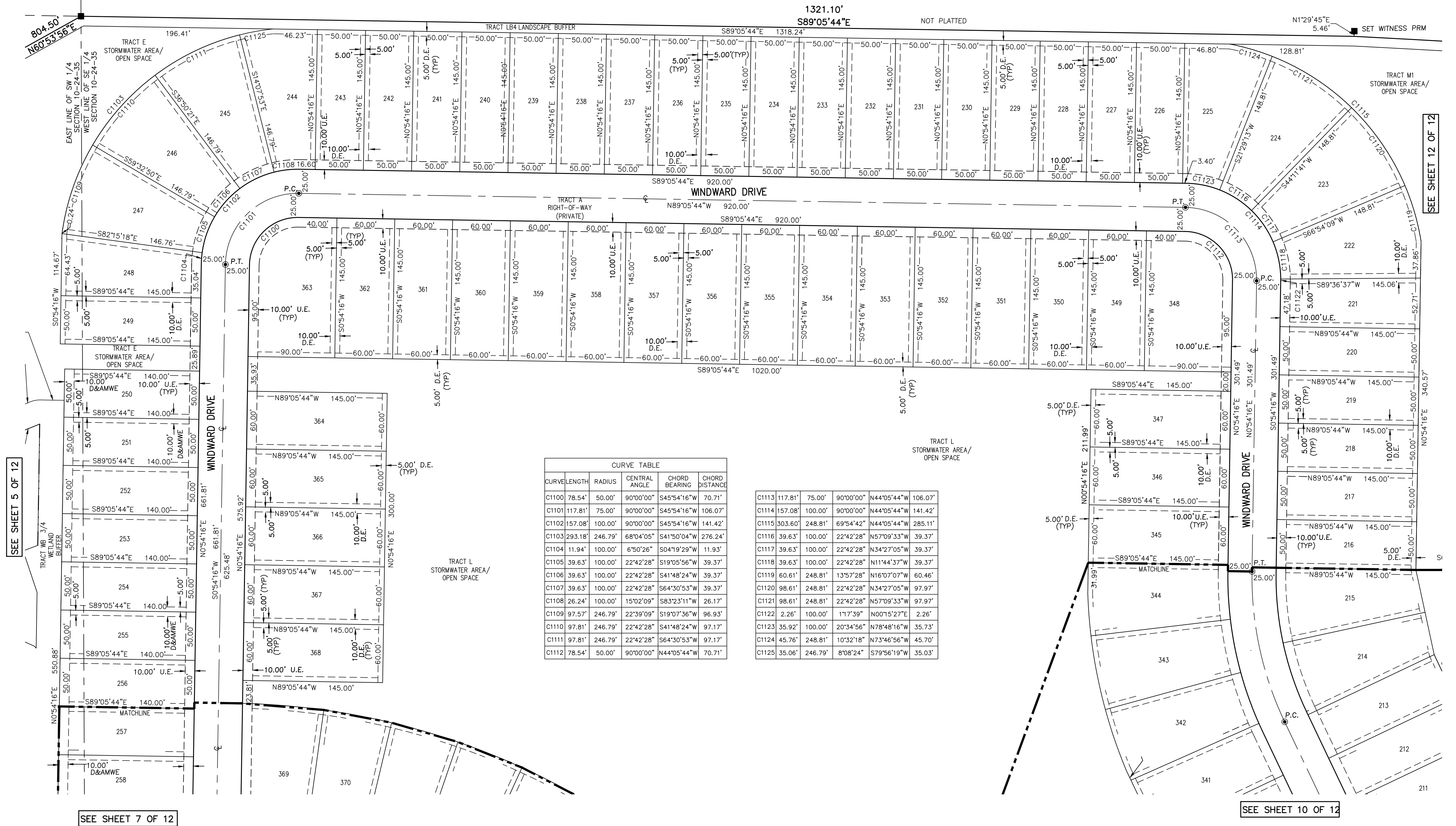
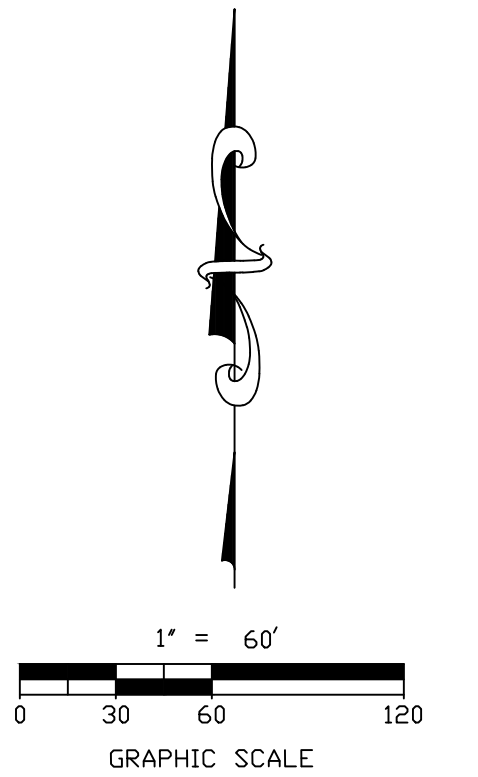
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WINDWARD PRESERVE

LYING IN SECTION 10, TOWNSHIP 24 SOUTH, RANGE 35 EAST, CITY OF COCOA, BREVARD COUNTY, FLORIDA

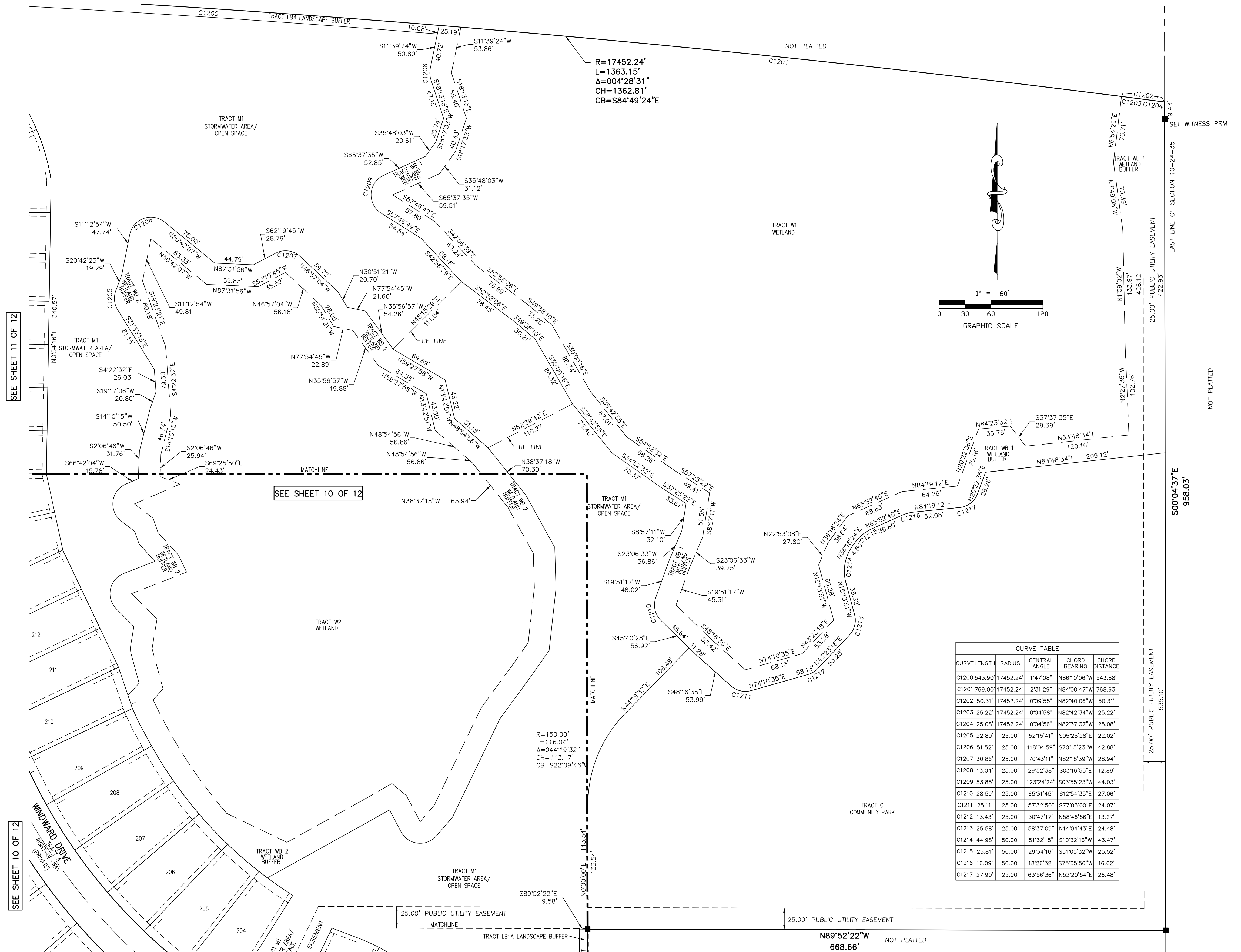
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WINDWARD PRESERVE

LYING IN SECTION 10, TOWNSHIP 24 SOUTH, RANGE 35 EAST, CITY OF COCOA, BREVARD COUNTY, FLORIDA

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**This Instrument Prepared by and after recording
return to:**

**Carlton Fields, P.A.
4221 W. Boy Scout Blvd.
Tampa, Florida
Attention: Jin Liu**

**DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR
WINDWARD PRESERVE**

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**DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR
WINDWARD PRESERVE**

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR WINDWARD PRESERVE (“**Declaration**”) is made this ____ day of _____, 2025, by TAYLOR MORRISON OF FLORIDA INC., a Florida corporation (“**Declarant**”), and is joined in by WINDWARD PRESERVE HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit (“**Association**”).

WHEREAS, Declarant desires to develop a planned residential community to be known as “Windward Preserve” (as hereinafter defined) on certain real property more particularly described on Exhibit “A” attached hereto and made a part hereof (the “**Property**”);

WHEREAS, in order to develop and maintain the Property as a planned residential community and to preserve the values and amenities of such community, it is necessary to declare, commit and subject the Property and the improvements now or hereafter constructed thereon to certain land use covenants, restrictions, reservations, regulations, burdens, liens, and easements; and to delegate and assign to the Association certain powers and duties of ownership, administration, operation, maintenance and enforcement; and

WHEREAS, the Association is joining in this Declaration in order to acknowledge its duties, responsibilities and obligations hereunder.

NOW, THEREFORE, in consideration of the premises and covenants herein contained, Declarant hereby declares that the Property shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, easements, reservations, regulations, burdens and liens hereinafter set forth, all of which shall run with the Property and any part thereof and which shall be binding upon all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns.

**ARTICLE I
DEFINITIONS**

The terms used in this Declaration shall be defined as set forth herein unless expressly provided otherwise.

Section 1. “ADDITIONAL PLAT” shall mean the plat of any portion of the Property which is not included in the Plat, if any, and the plat of any Additional Property provided a Supplemental Declaration for such Additional Property is recorded amongst the Public Records of the County. “Additional Plat” shall also mean the replat of all or any portion of the Plat or any other plat of all or any portion of the Property.

Section 2. “ADDITIONAL PROPERTY” shall mean any real property (other than the Property described in the Declaration as initially recorded) that may be submitted by Declarant to the terms and provisions of this Declaration by a Supplemental Declaration which shall be executed by the owner of the Additional Property and need not be joined in by any other person

or Owner. No portion of any Additional Property shall be encumbered by this Declaration unless and until such property is added by a Supplemental Declaration executed by the fee owner thereof and Declarant. In the event any Additional Property becomes encumbered by this Declaration, then, and only then in such event, the term "Property" as used herein shall also include the Additional Property.

Section 3. "AMENDMENT(S)" shall mean any and all amendments to this Declaration, all of which shall be consecutively numbered and each of which shall be properly adopted pursuant to the terms of the Community Documents and recorded in the Public Records of the County; provided, however, the failure to so consecutively number such amendments shall not impair their validity and such amendments to the extent not properly or otherwise numbered will be deemed to have been numbered in chronological order of their appearance in the Public Records of the County. "Amendment(s)" shall also mean any and all amendments to any Supplemental Declaration, as recorded in the Public Records of the County.

Section 4. "ARCHITECTURAL CONTROL COMMITTEE" or "COMMITTEE" shall mean the committee created pursuant to Article VIII hereof.

Section 5. "ARTICLES" shall mean the Articles of Incorporation of Windward Preserve Homeowners Association, Inc., filed in the Office of the Secretary of State of the State of Florida, a true copy of which is attached hereto as Exhibit "B" and incorporated herein by this reference, as such Articles may be amended from time to time.

Section 6. "ASSESSMENT" shall mean assessments for which all Owners are obligated to pay to the Association and includes "Individual Lot Assessments," "Benefited Assessments" and "Special Assessments" (as such terms are defined in Article VII hereof), and any and all other assessments which are levied by the Association in accordance with the Community Documents.

Section 7. "ASSOCIATION" shall mean and refer to WINDWARD PRESERVE HOMEOWNERS ASSOCIATION, INC., a not-for-profit Florida corporation, its successors and assigns, existing pursuant to the Articles, which Association is responsible for the ownership, administration, operation, maintenance, preservation, enforcement and certain architectural control of the Community as provided in this Declaration.

Section 8. "BOARD" shall mean the board of directors or other legally recognized governing body of the Association.

Section 9. "BUILDER" shall mean any entity(ies) Declarant may designate as a Builder, which are in the business of (a) building Homes for sale or (b) owning or land banking Lots or other property for future development and construction into Homes. Declarant shall have the right to assign, in whole or in part, any of its rights and/or responsibilities hereunder to a Builder(s).

Section 10. "BUILDER LOT" shall mean a Lot owned by a Builder.

Section 11. “BYLAWS” shall mean the Bylaws of the Association, which have been adopted by the Board, a copy of which is attached hereto as Exhibit “C” and incorporated herein by this reference, as such Bylaws may be amended from time to time.

Section 12. “CDD” shall mean the Windward Preserve Community Development District.

Section 13. “CDD Improvement” shall mean community infrastructure, improvements and facilities, including but not limited to, the Surface Water and Stormwater Water Management System, ~~water and wastewater utilities, public roadways, hardscaping, landscaping, irrigation systems, lighting, and conservation~~ landscape buffers and wetland areas owned by the CDD.

Section 14. “CITY” shall mean the City of Cocoa, Florida.

Section 15. “COMMON AREA” shall mean such portions of the Property (A) which are not included in any Lot and (B) which are or shall be owned or maintained by the Association, as set forth in this Declaration and/or the Plat, together with landscaping, personal property and any other Improvements thereon. Common Areas shall include, without limitation, (i) those Common Areas identified on Exhibit “E” attached hereto and, by this reference, made a part hereof (the “**Common Area and CDD Tracts Exhibit**”) and (ii) all of the following if and to the extent located on any Common Area: all structures, gatehouses, and other entranceways, parks, open spaces, primary amenity campus, bike paths, sidewalks, irrigation facilities, perimeter fences and walls, entry or other lighting, entrance features, buffer tracts, monument walls, monument signs, site walls, retaining walls, littoral plantings, and decorative street signs, if any; but specifically excluding (a) any public utility installations thereon, (b) all portions of any “Community Systems” (as hereinafter defined) not made Common Area pursuant to Article II, Section 7 hereof, and (c) any other property of Declarant not intended to be made Common Area. “**Common Area**” shall also include such portions of the Property as are declared to be Common Area in any Supplemental Declaration, less whatever portions of the Property that are declared to be withdrawn from the provisions of this Declaration in any Supplemental Declaration. “Common Area” shall not include any “CDD Improvements” (as hereinafter defined) or lands which the Declarant otherwise conveys or dedicates to a Community Development District (“CDD”).

Section 16. “COMMUNITY” shall mean that planned development located in the City which encompasses the Property, and is presently intended to consist of Homes and Common Area. The Community will initially consist of the Property and may be expanded to include Additional Property or reduced by withdrawal of property, all by the recording of one or more Supplemental Declaration(s).

Section 17. “COMMUNITY DOCUMENTS” shall mean in the aggregate this Declaration, the Articles, the Bylaws, the Plat, and all of the instruments and documents referred to herein and therein, including, but not limited to, any Amendment(s) and Supplemental Declaration(s), all as may be further amended and/or supplemented from time to time.

Section 18. “COMMUNITY SYSTEMS” shall mean and refer to any and all television (cable, satellite or otherwise), telecommunication, internet access, alarm monitoring, gas, utility or other lines, conduits, wires, satellites, amplifiers, towers, antennae, equipment, materials,

installations and fixtures (including those based on, containing or serving future technological advances not now known) installed by Declarant, an affiliate of Declarant, any other entity in which Declarant or an affiliate of Declarant may have an interest (financial or otherwise), or any third party expressly granted the rights by Declarant or Association to provide Community Systems within the Property, or pursuant to any grant of easement or authority by Declarant or Association and serving the Common Area and/or more than one Lot. Community Systems are not an Association amenity or a Common Area, services may be disconnected to delinquent Owners, or if provided by Bulk Contract may be terminated by the Board of Directors.

Section 19. “COMPLETED LOT” shall mean a Lot on which the construction of a Home has been completed, for which Home a certificate of occupancy or equivalent therefor has been issued by the applicable governing entity, and the title to such Lot has been conveyed by Declarant to a third party. If the Home or other improvements on a Completed Lot are destroyed, such Completed Lot shall remain classified as a Completed Lot regardless of whether or not the Owner has reconstructed the Home.

Section 20. “COMPLETED LOT OWNER” shall mean the Owner of a Completed Lot.

Section 21. “COUNTY” shall mean Brevard County, Florida.

Section 22. “DECLARANT” shall mean and refer to TAYLOR MORRISON OF FLORIDA, INC., a Florida corporation, and any successor or assign thereof to which Taylor Morrison of Florida Inc. specifically assigns all or part of the rights of Declarant hereunder by an express written assignment. The written assignment may give notice as to which rights of Declarant are to be exercised and as to which portion of the Property. In any event, any subsequent declarant shall not be liable for any default or obligations incurred by any prior declarant, except as may be expressly assumed by the subsequent declarant. An Owner shall not, solely by the purchase of a Home and/or Lot, be deemed a successor or assign of Declarant under the Community Documents unless such Owner is specifically so designated as a successor or assign of such rights in the instrument of conveyance or any other instrument executed by Declarant.

Section 23. “DECLARATION” shall mean this instrument as it may be amended from time to time, together with any Supplemental Declaration(s) or Amendments hereto, which may be recorded amongst the Public Records.

Section 24. “DEVELOPMENT AND SALE PERIOD” shall mean the period of time during which Declarant and/or its affiliates and/or any Builder and/or its affiliates are using the Community for the development, construction, sale and marketing of Homes in the Community and/or in any other communities developed or to be developed by Declarant or any of its affiliates, including, but not limited to, the holding of sales and marketing meetings, the use of “model home(s)” if one or more, the use of design centers, the use of service and construction trailers, and engaging in sales promotions and related sales and marketing activities for the general public.

Section 25. “DIRECTOR” shall mean a member of the Board.

Section 26. “FIRST MORTGAGE” shall mean a valid mortgage having priority over all other mortgages on the same property.

Section 27. “FIRST MORTGAGEE” shall mean the holder of a recorded First Mortgage encumbering a Lot and the Home thereon, if any.

Section 28. “HABITAT MANAGEMENT PLAN” shall have the meaning set forth in Article XVI, Section 3.

Section 29. “HABITAT STEWARDSHIP COMMITTEE” shall have the meaning set forth in Article XVI, Section 3.

Section 30. “HOA ACT” shall mean the Homeowners’ Association Act, Chapter 720, Florida Statutes, as exists on the date of recording, and as amended or renumbered thereafter, of this Declaration amongst the Public Records of the County.

Section 31. “HOME” shall mean a residential dwelling unit constructed within the Community, which is designed and intended for use and occupancy as a residence for a single family; provided, however, that no portion of any Community System, even if installed in a Home, shall be deemed to be a part of a Home unless and until same is made such pursuant to Article II, Section 7 hereof, if at all. Upon completion of construction of a Home on a Lot, the Lot and the Improvements thereon are sometimes collectively referred to as a Home in this Declaration and the Community Documents.

Section 32. “IMPROVEMENT” shall mean all structures or artificially created conditions and appurtenances thereto of every type and kind located within the Community, whether temporary or permanent in nature, including, but not limited to, buildings, walkways, sidewalks, parking areas, berms, fountains, sprinkler systems, gatehouses, streets, drives, roads, roadways, driveways, fences, retaining walls, underground footers and other foundation supports, stairs, landscaping, trees, hedges, plantings, poles, sheds, play structures, tennis courts, basketball courts, bocce courts, pickle ball courts, backboards and hoops, soccer goals, jogging, bicycling and walking paths, swing sets, gym sets, athletic/play equipment, site and perimeter walls, gazebos, benches, mailboxes, topographical features, landscaping, lawn sculptures, fences, swimming pools, covered patios, screened enclosures and signs, except for CDD Improvements.

Section 33. “INCOMPLETE LOT” shall mean a Lot which is not a Completed Lot. A Builder Lot on which the construction of a Home has not been completed or for which Home a certificate of occupancy or equivalent therefor has not been issued by the applicable governing entity shall be an Incomplete Lot.

Section 34. “INCOMPLETE LOT OWNER” shall mean the Owner of an Incomplete Lot.

Section 35. “INSTITUTIONAL MORTGAGE” shall mean a mortgage held by an Institutional Mortgagee on any property within the Community.

Section 36. “INSTITUTIONAL MORTGAGEE OR INSTITUTIONAL LENDER” shall mean any lending institution owning a First Mortgage encumbering any Home or Lot within the Community, which owner and holder of said mortgage shall either be a bank, life insurance

company, federal or state savings and loan association, real estate or mortgage investment trust, building and loan association, mortgage banking company licensed to do business in the State of Florida, or any subsidiary thereof, licensed or qualified to make mortgage loans in the State of Florida or a national banking association chartered under the laws of the United States of America or any “secondary mortgage market institution,” including the Federal National Mortgage Association (“**FNMA**”), Government National Mortgage Association (“**GNMA**”), Federal Home Loan Mortgage Corporation (“**FHLMC**”) and such other secondary mortgage market institutions as the Board shall hereafter approve in writing; any and all lenders, and the successors and assigns of such lenders, which have loaned money to Declarant and which hold a mortgage on any portion of the Property securing any such loan; any pension or profit-sharing funds qualified under the Internal Revenue Code; the Veterans Administration, the Federal Housing Administration or the Department of Housing and Urban Development or such other lender as is generally recognized in the community as an institutional lender; or Declarant, its successors and assigns.

Section 37. “**INTEREST**” shall mean the maximum non-usurious interest rate allowed by law on the subject debt or obligation, and if no such rate is designated by law, then eighteen percent (18%) per annum.

Section 38. “**LEGAL FEES**” shall mean reasonable fees for attorney and paralegal services and all costs related to any monetary or non-monetary dispute involving the Association through and including all pre-litigation, trial, appellate levels and post-judgment proceedings incurred in connection with: (i) negotiation and preparation for mediation, arbitration or litigation, whether or not an action is actually begun, and (ii) collection of past due Assessments including, but not limited to, preparation of notices and liens, and (iii) fees and costs to establish entitlement and the amount of prevailing party fees and costs.

Section 39. “**LOT**” shall mean and refer to any parcel of land within the Community which has been platted, upon which a Home is allowed to be constructed, together with the Improvements thereon, and any portion of the Property within the Community that is declared to be a Lot by a Supplemental Declaration and is not subsequently withdrawn from the provisions of this Declaration by a Supplemental Declaration; provided, however, that no portion of any Community System shall be deemed to be part of a Lot unless and until such Community System (or portion thereof) is made a part of a Lot pursuant to Article II, Section 7 hereof, if at all. Upon completion of construction of a Home on a Lot, such Lot and the Improvements thereon are sometimes collectively referred to as a Lot in this Declaration and the Community Documents.

Section 40. “**MEMBERS**” shall mean and refer to all of the Owners who are also members of the Association, as provided herein.

Section 41. “**NOTICE AND HEARING**” shall mean written notice and a hearing before a committee appointed by the Board at which the Owner concerned shall have an opportunity to be heard in person or by counsel, at Owner's expense, in the manner set forth in Article X, Section 1 herein.

Section 42. NWF shall mean National Wildlife Federation, a 501(c)(3) non-profit conservation organization.

Section 43. “OPERATING EXPENSES” shall mean the expenses for which Owners are liable to the Association as described in this Declaration and any other Community Documents and include, but are not limited to: (a) the costs and expenses incurred by the Association in owning, administering, operating, maintaining, financing, or repairing (but not reconstructing or replacing) the Common Area or any portion thereof and Improvements thereon, all other property owned by the Association (including, without limitation, the Surface Water and Storm Water Management System to the extent owned by the Association), and (b) all costs and expenses incurred by the Association in carrying out its powers and duties hereunder or under any other Community Documents.

Section 44. “OWNER” shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot within the Community, but excluding therefrom those having such interest as security for the performance of an obligation. Any person who from time to time holds record title to any Lot. If more than one person or entity holds the fee simple title to a Lot, all such persons and/or entities are Owners, jointly and severally. Declarant is an Owner with respect to each Lot from time to time owned by Declarant.

Section 45. “PLAT” shall mean the plat of the Community described in Exhibit “A” attached hereto and made a part hereof, to be recorded in the Public Records of the County. In the event an Additional Plat is recorded in the Public Records of the County, then the term “Plat” as used herein shall also mean and refer to the Additional Plat(s).

Section 46. “PROPERTY” shall initially mean and refer to that certain real property described in Exhibit “A” attached hereto and made a part hereof, and thereafter, as applicable, to such additions thereto as may be brought within the jurisdiction of this Declaration and/or the Association; provided, however, Declarant reserves the right to withdraw from the provisions hereof such portion or portions of the Property as Declarant from time to time elects, upon the execution by Declarant of a Supplemental Declaration.

Section 47. “SUPPLEMENTAL DECLARATION” shall mean any instrument executed by Declarant which, when recorded in the Public Records of the County, shall: (a) commit Additional Property, if any (provided Declarant is the owner thereof) to the provisions of this Declaration, and shall be the only method of committing such property to the provisions of this Declaration, (b) withdraw any portion(s) of the Property from the lien and effect of this Declaration, (c) designate portion(s) of the Property or Additional Property to be or not to be Common Area hereunder, and/or (d) be for such other purposes as are provided in this Declaration. A Supplemental Declaration may also be used to impose additional covenants, restrictions, reservations, regulations, burdens, liens and easements upon the Property or any portion thereof and/or remove any of same. The Association shall join in the execution of any Supplemental Declaration at the request of Declarant but such joinder shall not be required to make any such Supplemental Declaration effective. The Owners shall not be required to join in the execution of any Supplemental Declaration but shall nevertheless be bound thereby.

Section 48. “SURFACE WATER AND STORM WATER MANAGEMENT SYSTEM” shall mean a system of structures and other improvements, including, without limitation, control structures, culverts, headwalls and/or swales, which is designed and constructed or installed to collect and convey rain water runoff from the Community to the water management tracts within the Property, and shall also mean the stormwater management system.

Section 49. “TM” shall mean Taylor Morrison, Inc., an affiliate of Declarant.

Section 50. “TURNOVER DATE” shall mean the date upon which the “Class B” (as defined in the Articles) membership shall terminate and “Class A Members” (as defined in the Articles) shall assume control of the Association and elect the Board, as more particularly described in the Articles.

Section 51. “WATER MANAGEMENT DISTRICT” shall mean the St. John’s River Water Management District.

Section 52. “WATER MANAGEMENT DISTRICT PERMIT” shall mean that certain permit issued by the Water Management District under Permit No. 196735, as same may be amended, modified or supplemented from time to time. ~~Copies of the Water Management District Permit and any future Water Management District actions shall be maintained by the Association’s Registered Agent for the Association’s benefit.~~

ARTICLE II

DESCRIPTION OF THE COMMUNITY

Section 1. GENERAL PLAN OF DEVELOPMENT. The Community comprises the Property encompassing, or which will encompass, Homes and the Common Area as more particularly defined by this Declaration and, in addition, lands which Declarant may add, but shall in no way be obligated to add, by one or more Supplemental Declaration(s). The Property initially declared hereunder is described in Exhibit “A” attached hereto. It is presently anticipated that the Community will contain single-family Homes for single-family occupancy, and the Common Area described herein. Notwithstanding the foregoing, however, Declarant reserves the right to modify its plan of development of the Community (including, without limitation, the right to modify the site plan of the Community and the right to change the Home product types and the number of Homes to be constructed within the Community) and/or the right to add land to the Community or to withdraw land from the Community in its sole and absolute discretion provided that approval is obtained from the City, County, and all other applicable governing entities. Therefore, in the event Declarant modifies its plan of development of the Community, adds land to the Community and/or withdraws land from the Community, the number of Lots, the layout of Lots and/or the size of Lots within the Community may change and as a result of any changes in the number of Lots, the Assessments required to be paid pursuant to this Declaration may increase or decrease as appropriate. Declarant's general plan of development further contemplates that such Homes shall be whatever types of structures Declarant may choose which are in conformance with this Declaration. Declarant's general plan of development of the Community may also include whatever facilities and amenities Declarant

considers in its sole judgment to be appropriate to the Community, as well as any changes thereto.

Additional Property will become a part of the Community if, and only if, Declarant in its sole discretion adds Additional Property to the Community by recording a Supplemental Declaration to such effect. Declarant hereby reserves an easement for ingress and egress and for utilities and drainage over, under and across the Property for the benefit of any Additional Property; provided, however, no such easement may be granted upon any portion of the Property that lies directly beneath a Home.

Declarant expressly reserves the right as to the Property to (i) commence construction and development of the Property if and when Declarant desires; (ii) develop the Property (including, without limitation the recreational facilities and amenities), upon such timetable as Declarant, in its sole discretion, chooses; and (iii) modify the plan of development of the Property (including, without limitation, the right to modify the site plan and/or master plan of the Community, the right to add recreational facilities and amenities, and the right to change the Home product types and number of Homes to be constructed within the Community) in such manner as Declarant, in its sole discretion, chooses, subject to approval of the City, County, and all other applicable governing entities. Nothing contained herein shall be construed as obligating Declarant to construct the Community according to the present plan of development or as obligating Declarant to declare any Additional Property to be Property.

Section 2. COMMON AREA. The Common Area shall consist of: (a) the property indicated on the Plat as Common Area or as property reserved for or dedicated to the Association, and (b) any other property designated as Common Area in this Declaration or any Supplemental Declaration. The Common Area shall be used for recreational and social purposes as well as other proper purposes by the Association and the Owners and their family members, guests, invitees and tenants in accordance with the Community Documents. Common Area may not be altered, modified, removed or replaced by Owners or their family members, guests, invitees or tenants.

The portions of the Community described in this Section 2 shall constitute Common Area and shall be used solely in accordance with the covenants, restrictions, reservations, regulations and burdens imposed upon the Common Area including, without limitation, the following:

A. Gatehouse(s), Entranceway(s) and Entry Gate(s), if any. The Community may include gatehouse(s), entranceway(s), and/or entry gate(s) installed by Declarant or the Association. Such gatehouse(s), entranceway(s) and/or entry gate(s) shall be deemed Common Area and shall be administered, maintained, operated, repaired and/or replaced by the Association and the expense thereof shall be included as an Operating Expense. The gatehouse(s) or entry gate(s), if any, may or may not be staffed, as determined in the sole discretion of the Association. All other portions of the entranceway(s) shall also be owned and maintained by the Association. Neither Declarant nor the Association makes any representations whatsoever as to the security of the Property or the effectiveness of any gatehouse(s) or entry gate(s). All Owners agree to hold Declarant and the Association harmless from any loss or claim arising within the Property from the occurrence of a crime or other act. The Owners acknowledge that the gatehouse(s) and entry gate(s), if any, will be designed only to restrict

vehicular access to the Community, and will not be able to prevent crime. Notwithstanding anything herein to the contrary, neither Declarant nor the Association makes any representations whatsoever to commence, complete, construct or staff any gatehouse(s) and/or entry gate(s) within any specific time period or if at all.

Declarant, its successors, assigns, employees, contractors, sub-contractors and potential purchasers shall have access to any portion of the Community at all times and the Association shall not impede any such access. Any gatehouse(s), entranceway(s) and entry gate(s) installed shall remain open during construction and sales hours to allow Declarant, its successors, assigns, employees, contractors, sub-contractors and potential purchasers access to any portion of the Community. Declarant hereby reserves and grants an easement in favor of itself, and its successors and/or assigns throughout all portions of the Community as may be necessary for the purpose of accessing the Property during the Development and Sale Period and no Owner or the Association shall do any act which may interfere with Declarant having access through the gatehouse(s), entranceway(s) and entry gate(s). Declarant hereby reserves and grants an easement in favor of the Association throughout all portions of the Community as may be necessary for the purpose of accessing the Property, maintaining and administering the gatehouse(s), entranceway(s) and entry gate(s), and no Owner shall do any act which may interfere with the performance by the Association of its obligations hereunder or to interfere with access to through the gatehouse(s), entranceway(s) and entry gate(s).

B. Landscape Buffer Tracts. The "Landscape Buffer Tracts" are those portions of the Community shown on the Plat and which are reserved for or dedicated to the ~~Association~~CDD, shall be ~~Common Area~~a CDD Improvement and are to be used, kept and maintained as such by the ~~Association~~CDD and the Owners within the Community, their family members, guests, invitees and tenants, in accordance with the provisions of this Declaration. Such Landscape Buffer Tracts are or shall be owned by the ~~Association~~CDD, and shall be maintained, administered and operated by the ~~Association~~CDD in accordance with the provisions of this Declaration and the requirements of the applicable governing entity. No Owner may install landscaping or any other Improvements in such Landscape Buffer Tracts.

C. Open Space Tracts. The "Open Space Tracts" are those portions of the Community shown on the Plat, which are reserved for or dedicated to the Association and CDD (as shown on the Plat), shall be Common Area and a CDD Improvement and are to be used, kept and maintained as such by the Association, CDD and the Owners within the Community, their family members, guests, invitees and tenants, in accordance with the provisions of this Declaration. Such Open Space Tracts are owned by the Association and CDD (as shown on the Plat), and shall be maintained, administered and operated by the Association and CDD in accordance with the provisions of this Declaration and the requirements of the applicable governing entity. No Owner may install landscaping or any other Improvements in such Open Space Tracts.

D. Amenity/Recreation Tract. The Community is planned to contain an Amenity/Recreation Tract. The Amenity/Recreation Tract is that portion of the Community designated on the Plat and which is reserved for or dedicated to the Association and shall be used for recreational purposes by the Association, and the Owners and their family members, guests, invitees and tenants. Such portions, if any, of the Amenity/Recreation Tract upon which

Declarant has constructed or hereafter constructs Improvements shall be kept and maintained for use in a manner consistent with the nature of such Improvements located or to be located thereon. The Amenity/Recreation Tract shall always be kept and maintained by the Association for recreational uses or beautification and attendant uses (e.g., parking spaces within any of the Amenity/Recreation Tract shall be used for proper purposes by those using the recreational facilities but only while using such facilities and shall not be used for overflow parking of Owners or their guests), and shall be used for such purposes and not for residential, commercial or industrial construction of any kind. The Amenity/Recreation Tract shall be maintained, administered, operated and ultimately owned by the Association.

Declarant reserves the right, but shall not be obligated, to construct additional recreational facilities upon the Amenity/Recreation Tract, and to modify or reduce the facilities and amenities planned for the Amenity/Recreation Tract. Declarant, at its sole discretion, hereby expressly reserves the right to reduce and/or modify the planned facilities, and to determine the timing of construction of the recreational facilities and installation of amenities. The decision as to whether to construct additional recreational facilities or amenities, to modify the planned facilities or amenities, to reduce the planned facilities, and/or the timing of the construction thereof, shall be in the sole discretion of Declarant, subject to approval of the City, County, and all other applicable governing entities.

Notwithstanding anything contained herein, neither Declarant nor the Association makes any representations whatsoever to commence, complete or construct any of the recreational facilities within any specific time period.

Declarant, its successors and assigns, contractors, agents, and designees, shall have the right to access and use the Amenity/Recreation Tract, including without limitation any clubhouse and other amenities and Improvements thereon, at all times (whether before or after the Turnover Date) for (a) constructing, demolishing, relocating, repairing, revising or maintaining any improvements thereon, (b) conducting sales meetings and other sales or promotional activities or functions (whether for the Community or other communities Declarant develops, and including without limitation, taking photographs, film, video footage, and other images of the Amenity/Recreation Tract, the improvements thereon or any activity or event held thereon), and (c) other business purposes or functions Declarant determines in its sole discretion; the Association shall not impede any such access; and no Owner nor the Association shall do any act which may interfere with Declarant having access to the Amenity/Recreation Tract.

E. Buffers. The “Buffers” are those portions of the Property which run along the outer perimeter of the Property, or adjacent to certain roads. The Buffers shall be maintained by the Association in accordance with the provisions of this Declaration and the requirements of the applicable governing entity. In order to preserve the aesthetic image of the Community and to help maximize the Owners’ use and enjoyment thereof, no Improvements, landscaping or other additions and/or deletions are permitted within the Buffers without the prior written consent of the Association and applicable governing entity, excepting any Improvements, landscaping or other additions made or installed by Declarant and/or the Association, such as, but not limited to, berms, landscaping, fences, sod, signs, walkways, walls and light poles.

F. Irrigation System(s). The Association shall be responsible for all costs associated with the Irrigation System(s) serving the Common Area within the Community as described in Article VI, Section 7 hereof.

G. Wetland Tracts. The “Wetland Tracts” are those portions of the Community shown on the Plat, which shall be ~~Common Areas~~ a CDD Improvement. The initial Wetland Tracts shall include Tracts W1, W2, W3, W4 and W5 on the Plat. The ~~Association~~ CDD shall own and maintain the Wetland Tracts in accordance with the provisions of this Declaration and the requirements of the applicable governing entity. Neither any Owner nor the CDD nor the Association may (1) install landscaping or any other Improvements in the Wetland Tracts or wetland buffers or (2) engage in land-clearing, mowing, excavating, dirt moving or any other activity that affects or may affect the Wetland Tracts or wetland buffers, without the prior written approval ~~or~~ and permit by the ~~Water Management District~~ City.

H. Roadways. “Roadways” are those portions of the Community identified on the Plat, which are reserved for or dedicated to the Association, but specifically exclude any street or roadway dedicated to the public. The Roadways shall be used as private roads by Declarant, the Association and the Owners, their family members, guests, lessees and invitees in accordance with the provisions of this Declaration. The Roadways, as well as any landscaping features within the Roadways, shall be maintained, administered and owned by the Association.

I. Lakes The “**Lakes**” are those portions of the Community identified on the Common Area and CDD Tracts Exhibit or otherwise identified on the Plats, which shall always be kept and maintained as Lakes for water retention, drainage, irrigation and water management purposes in compliance with any applicable governing entity and water management district requirements. The Lakes ~~shall be part of the Common Area~~ are CDD Improvements and shall be maintained, administered, operated and ultimately owned by the CDD. In furtherance of the foregoing, Declarant hereby reserves and grants an easement in favor of the CDD, the Water Management District, the City, County, and all other applicable governing entities throughout all portions of the Community as may be necessary for the purpose of accessing, maintaining and administering the Lakes, and no Owner shall do any act which may interfere with the performance by the CDD, the Water Management District, the City, the County, and all other applicable governing entities of its obligations hereunder. No swimming, motorized boats or other motorized water vehicle or craft, shall be permitted on such Lakes.

J. Right to Add Additional Improvements. Such portions of the Common Area upon which Declarant has constructed, or Declarant or the Association hereafter constructs, Improvements shall be kept and maintained for use in a manner consistent with the nature of such Improvements located, or to be located, thereon. Declarant and the Association reserve the right, but shall not be obligated, to construct additional facilities upon the Common Area. Declarant’s decision as to whether to construct additional facilities and the construction thereof shall be in the sole discretion of Declarant, and the Association’s decision as to whether to construct additional facilities and the construction thereof shall be in the sole discretion of the Association.

K. Special Districts. For as long as the Declarant controls the Association, Declarant shall have the right, but not the obligation, to dedicate or transfer or cause the

dedication or transfer of all or portions of the Common Areas of the Community to a special taxing district, a community development district or a public agency or authority under such terms as the Declarant deems appropriate in order to create or contract with the special taxing districts and/or community development districts (or others) for lighting, perimeter walls, fences, entrance features, roads, sidewalks, paths, landscaping, irrigation areas, ponds, the Surface Water and Stormwater Management System, mitigation areas, parks, recreational or other services, security or communications, or other similar purposes deemed appropriate by the Declarant, including, without limitation, the maintenance and/or operation of any of the foregoing. As hereinafter provided, Declarant may sign any taxing district or community development district petition as attorney-in-fact for each Owner. Each Owner's obligation to pay taxes and assessments associated with such district shall be in addition to such Owner's obligation to pay Assessments. Any special taxing district or community development district shall be created pursuant to all applicable laws, as well as all applicable ordinances of the City and County and all other applicable governing entities having jurisdiction with respect to the same.

Section 3. STREETLIGHTS. The street lights and any associated facilities placed within the Common Areas or within public rights of way by agreement between Declarant or the Association and the City, County, any municipal service benefit unit or any other applicable governmental or semi-governmental unit, or all other applicable governing entities, will be installed by the Association and shall be subject to private street lighting agreement by and between Declarant and/or Association and third party provider.

Section 4. COSTS. All costs associated with operating, maintaining, repairing and replacing the Common Area shall be the obligation of the Association. The Common Area shall be conveyed to the Association in accordance with the provisions of Article III, Section 6 hereof.PRIVATE USE. For the term of this Declaration, the Common Area is not for the use and enjoyment of the public, but is expressly reserved for the private use and enjoyment of Declarant, the Association, the Owners, and their family members, guests, invitees and tenants, but only in accordance with this Declaration.

A. Notwithstanding anything in this Declaration to the contrary, however, Declarant hereby expressly reserves for itself and its affiliates the right to use the Common Area for such period of time as Declarant determines to be necessary in connection with the sale and marketing by Declarant and/or its affiliates of Homes in the Community and/or in any other communities developed or to be developed by Declarant or its affiliates, including, but not limited to, the holding of sales and marketing meetings, the use of "model row(s)" if one or more, the use of design centers, the use of service and construction trailers, and engaging in sales promotions and related sales and marketing activities for the general public.

B. Except to the extent provided herein and elsewhere in the Community Documents, the Common Area shall be for the sole and exclusive use of the Owners and residents of the Community and their family members, guests, invitees and tenants.

C. The administration, management, operation and maintenance of the Common Area shall be the responsibility of the Association, as provided herein and in the Community Documents.

D. The right to use the Common Area, except Declarant's rights set forth in Section 5.D. of Article II or Section 31 of Article X below, shall be subject to the rules and regulations established by the Association as the same may be amended from time to time.

Section 6. MODEL ROW. Declarant hereby reserves the right to construct and/or operate a "model row(s)" in the Community that contains models for the Community. The "model row(s)" may also contain parking, landscaping and fencing as Declarant may determine in its sole discretion. In the event that Declarant and/or any of Declarant's affiliates constructs a "model row(s)" in the Community, such "model row(s)" may be used for such period of time that Declarant and/or any of Declarant's affiliates determine to be necessary in its or their sole discretion. Each Owner, by acceptance of a deed or title to a Lot in the Community, acknowledges and agrees that: (i) Declarant and/or any of Declarant's affiliates have a right to construct and/or operate a "model row(s)"; (ii) Declarant and/or any of Declarant's affiliates have an easement over the Community for ingress and egress to and from the "model row(s)" and to use and show the models to prospective purchasers in the Community or other communities being developed by Declarant and/or any of Declarant's affiliates, for so long as such "model row(s)" exists; and (iii) Owner shall not interfere in any manner whatsoever in the sales process by Declarant and/or any of Declarant's affiliates, including, without limitation, the carrying of signs, the posting of signs on Lots or Homes, or other types of demonstrations in or around the Community or any public right-of-way adjacent to the Property. Each Owner acknowledges and agrees that any such activities interfere with the quiet enjoyment of the Community by the other Owners, are detrimental to the value of the Homes within the Community, and interfere with Declarant's and/or its affiliates' ability to conduct their business.

Section 7. COMMUNITY SYSTEMS. Declarant shall have the right, but not the obligation, to convey, transfer, sell or assign all or any portion of the Community Systems located within the Property, or all or any portion of the rights, duties or obligations with respect thereto to the Association or any other person or entity (including an Owner, as to any portion of a Community System located on/in such Owner's Lot). Without limiting the generality of this Section 7, if and when any of the aforesaid persons and/or entities receive such a conveyance, sale, transfer or assignment, such person and/or entity shall automatically be deemed vested with such rights of Declarant with regard thereto as are assigned by Declarant in connection therewith; provided, however, that if the Association is the applicable entity, then any Community Systems or portions thereof shall be deemed Common Area hereunder and the Association's rights, duties and obligations with respect thereto shall be the same as those applicable to other Common Area unless otherwise provided by Declarant. Any conveyance, transfer, sale or assignment made by Declarant pursuant to this Section 7: (i) may be made with or without consideration, (ii) shall not require the consent or approval of the Association or any Owner, and (iii) if made to the Association, shall be deemed to have been automatically accepted (with all rights, duties, obligations and liabilities with respect thereto being deemed to have been automatically assumed). In recognition of the intended increased effectiveness and potentially reduced installation and maintenance costs and user fees arising from the connection of all Lots and Common Area within the Community to the applicable Community Systems, each Owner and occupant of a Home shall, by virtue of the acceptance of a deed or title to a Lot or other right of occupancy thereof, be deemed to have consented to and ratified any and all agreements to which the Association is a party which is based upon (in terms of pricing structure or otherwise) a requirement that all Lots be so connected. The foregoing shall not, however, prohibit the

Association or Community Systems provider from making exceptions to any such 100% use requirement in its reasonable discretion. WITH RESPECT TO COMMUNITY SYSTEMS, ALL PERSONS ARE REFERRED TO ARTICLE VI, SECTION 6 HEREOF, WHICH SHALL AT ALL TIMES APPLY TO THIS SECTION.

Section 8. SURFACE WATER AND STORM WATER MANAGEMENT SYSTEM TRACTS.

A. Overview. The Surface Water and Storm Water Management System Tracts are designated on the Plat and shown on the **Exhibit “E”** hereto and are to be owned and maintained by the CDD pursuant to the Water Management District Permit issued for the Property attached hereto as **Exhibit “D”** and incorporated herein by reference, and any permits issued by the Department of Environmental Protection or U.S. Army Corps of Engineers for the Surface Water and Storm Water Management System.

B. Access. The CDD shall have unobstructed ingress to and egress from all retention/detention ponds and lakes as well as all easements at all reasonable times to maintain said ponds, lakes and easements in a manner consistent with its responsibilities. No Owner shall cause or permit any interference with such access and maintenance. No Owner shall utilize, in any way, any of the Community drainage facilities without the express prior written consent of Declarant, the Association, the CDD, and the Water Management District. Further, where an Owner’s Lot is contiguous to any of the drainage facilities of the Community, such Owner shall keep his or her Lot so that the utilization of such Owner’s Lot will not adversely affect the drainage facilities and structures and so as to be aesthetically compatible with such drainage facilities and structures.

C. Restrictions. No Owner shall (i) undertake or perform any activity in the Surface Water and Storm Water Management System Tracts (including, without limitation, excavation; placement or dumping of soil, trash, land clearing or landscaping debris; and construction or maintenance of any building, residence, or structure), or (ii) remove (by dredging, application of herbicide or cutting) native non-nuisance vegetation (including cattails) that becomes established within the wet detention ponds, without prior written consent of the Board of Directors of the Association, the CDD, the City, the County, and the applicable permitting agencies. It shall be the responsibility of all Owners to comply with the construction plans for the Surface Water and Storm Water Management System approved by the applicable permitting agencies. In addition, Owners are prohibited from swimming, boating, tampering with or utilizing the ponds and lakes for any and all types recreational use. The prohibition against removal of native vegetation shall not be construed to prevent the removal of exotic vegetation in accordance with a governmentally approved maintenance plan. Owners should address any question regarding authorized activities within the wet detention ponds, jurisdictional wetlands, designated mitigation areas or designated conservation easements to the Water Management District. The Water Management District may authorize removal of certain exotic or nuisance vegetation upon application by Owners, CDD, or the Association.

D. Compliance. Each Owner of a Lot within the Community at the time of construction shall comply with the construction plans for the Surface Water and Storm Water Management System approved and on file with the Water Management District.

E. Disclaimer of Water Levels, Recreational Use and Aesthetic Appearance. The Surface Water and Storm Water Management System is designed to provide drainage for the Property. Neither the CDD, Association, nor Declarant shall have any liability whatsoever to any Owner for claims for damages alleged by an Owner due to water levels being below or above normal or otherwise unacceptable to the Owner. Recreational use and aesthetic appearance are secondary to the intended drainage function, and during periods of prolonged drought or other unusual weather events water levels may fluctuate, and neither the Association nor Declarant shall have any liability for such conditions.

ARTICLE III

ADDITIONS TO AND WITHDRAWALS FROM THE PROPERTY; CONVEYANCE OF COMMON AREA

Section 1. ADDITIONS. Declarant may from time to time, in its sole discretion, by recording appropriate Supplemental Declaration(s) in the Public Records of the County, add any Additional Property to the Property governed by this Declaration, and may declare all or part of such Additional Property (including any Improvements thereon) to be Lots or Common Area. Upon the recording of a Supplemental Declaration, the property described therein shall be deemed part of the Property as if it were originally included therein and subject to this Declaration. Any such Supplemental Declaration may submit any Additional Property to such modifications of the covenants, restrictions, reservations, regulations, burdens, liens and/or easements contained in this Declaration as may be necessary or convenient to reflect or adapt to any changes in circumstances or differences in the character of any such Additional Property. Nothing contained in this Section 1 shall be construed to require the joinder by or consent of the Owners or the Association to any such Supplemental Declaration; provided, however, the Association shall join in the execution of any such Supplemental Declaration at the request of Declarant. In addition, nothing herein shall require Declarant to add any Additional Property.

Section 2. DESIGNATION OF ADDITIONAL COMMON AREA. Declarant may, from time to time, by recording Supplemental Declarations in the County, designate additional portions of the then existing Property owned by it to be Common Area.

Section 3. DISCLAIMER OF IMPLICATION. Only the real property described in **Exhibit "A"** hereto is submitted and declared as the Property subject to this Declaration. Unless and until a Supplemental Declaration is recorded in the fashion required pursuant to this Declaration, no other property shall in any way be deemed to constitute a portion of the Property or be affected by the covenants, restrictions, regulations, burdens, liens and easements expressly binding the Property as provided by the terms of this Declaration.

Section 4. ABSENCE OF OBLIGATION. Nothing in this Declaration shall be construed to require Declarant to add any Additional Property to the Property encumbered by this Declaration or to require Declarant to declare any portion of any properties added to the Property to be Common Area, nor shall anything in this Declaration be construed to require Declarant to

declare any portion or portions of the existing Property as Common Area, except to the extent herein specifically provided.

Section 5. WITHDRAWAL. Notwithstanding anything herein to the contrary, Declarant reserves the absolute right at any time to withdraw portions of the Property from the provisions of this Declaration by recording an appropriate Supplemental Declaration in the County; provided, however, to the extent that any withdrawal property was previously approved by the City to be part of the Community, then such withdrawal shall be subject to the prior approval by the City, County, or all other applicable governing entities. Any such Supplemental Declaration must be executed by Declarant, the Owner of each Lot located on the Property sought to be withdrawn (if any) and each holder of an Institutional Mortgage on a Lot located on the Property sought to be withdrawn (if any), in order to be effective. Nothing contained in this Section shall be construed to require the joinder by or consent of the Owners of Lots on the portion of the Property which is not withdrawn by such Supplemental Declaration, such Owners' Institutional Mortgagees holding mortgages on Lots on the portion of the Property which is not withdrawn by such Supplemental Declaration, or the Association.

Section 6. TITLE TO THE COMMON AREA. To the extent herein provided, the Common Area is hereby dedicated to the joint and several uses in common of the Owners of all Lots that may, from time to time, constitute part of the Property. To the extent any Common Area is to be owned by the Association in fee simple, Declarant will convey to the Association on or prior to the Turnover Date the fee simple title to such Common Area by quitclaim deed.

The Association hereby agrees to accept the Common Area and the personal property and Improvements appurtenant thereto in "AS IS" "WHERE IS" condition, without any representation or warranty, expressed or implied, in fact or by law, as to the condition or fitness of the Common Area or any portions thereof, and the personal property and Improvements appurtenant thereto being conveyed. IN THAT REGARD, THE ASSOCIATION AND EACH OWNER KNOWINGLY AND VOLUNTARILY RELINQUISHES AND WAIVES, AND DECLARANT EXPRESSLY DISCLAIMS, ANY AND ALL WARRANTIES (EXPRESS OR IMPLIED) AS TO THE COMMON AREA AND PERSONAL PROPERTY AND IMPROVEMENTS WHETHER ARISING FROM CUSTOM, USAGE OR TRADE, COURSE OF CONDUCT, COURSE OF DEALING, CASE LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF HABITABILITY, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR ANY IMPLIED WARRANTY OF FITNESS FOR ANY INTENDED OR PARTICULAR PURPOSE.

TO THE EXTENT THAT BY LAW OR OTHERWISE ANY OF THE WARRANTIES RELINQUISHED, WAIVED OR DISCLAIMED CANNOT BE RELINQUISHED, WAIVED OR DISCLAIMED, IN WHOLE OR IN PART, ALL SECONDARY, INCIDENTAL AND CONSEQUENTIAL DAMAGES ARE SPECIFICALLY EXCLUDED AND DISCLAIMED (INCLUDING, WITHOUT LIMITATION, DAMAGES RESULTING FROM CLAIMS OF PROPERTY DAMAGE, LOSS OF USE, PERSONAL INJURY OR EMOTIONAL DISTRESS).

The Association and each Owner acknowledges and agrees that Declarant has or will install trees, shrubs, plants and other landscaping that meets or exceeds the requirements of the

City and that from the time of such initial installation, such trees, shrubs, plants and other landscaping may mature, expand, decay and/or die from time to time. The Association shall have no claim whatsoever against Declarant and hereby releases any and all claims against Declarant for any trees, shrubs, plants and other landscaping that has decayed or died regardless of the reasons therefor so long as all of the remaining trees, shrubs, plants and other landscaping, when looked at as a whole, exceed the minimum requirements of the City.

The Association shall accept the conveyance of the Common Area (together with the personal property and Improvements appurtenant thereto) and shall pay all costs of such conveyance including documentary stamps and other taxes of conveyance, recording charges, title insurance expenses and insurance fees. The conveyance shall not, however, impair in any way Declarant's rights and easements as set forth in this Declaration.

Commencing upon the date this Declaration is recorded, the Association shall be responsible for the maintenance of the Common Area in a continuous and satisfactory manner without cost to the general taxpayers of the City or County. The Association shall be responsible for the payment of real estate taxes, if any, against the Common Area including taxes on any Improvements and any personal property thereon accruing from and after the date this Declaration is recorded or such taxes may be levied on the Owners by the City or County in prorata share on each Lot's annual property tax bill. The Association and the Owners in the Community shall receive no discount in property taxes or any other tax or fee because of the retention or private ownership of the Common Area. The Association shall have the right to grant easements to adjacent property owners over the Common Areas, including, without limitation, shared ponds.

The Owners (including Declarant as to Lots owned by it) shall have no personal liability for any damages: (i) for which the Association is legally liable, or (ii) arising out of, relating to, or in connection with the existence or use of any Common Area, or any other property required to be maintained by the Association.

ARTICLE IV

OWNERS' PROPERTY RIGHTS

Section 1. OWNERS' EASEMENTS OF ENJOYMENT. Every Owner and family member, guest, tenant, agent or invitee of an Owner shall, except as may otherwise be provided in this Declaration, have a permanent and perpetual, nonexclusive easement for ingress and egress over, enjoyment in, and use of Common Area within the Property (except as may otherwise be specifically provided elsewhere in this Declaration), in common with all other Owners, their family members, guests, tenants, agents and invitees, which easement shall be appurtenant to, and shall pass with a deed and/or title to, each Owner's Lot. This right shall be subject to the following conditions and limitations:

A. The right and duty of the Association, by action of the Board, to reasonably limit the number of guests, visitors, invitees or tenants of an Owner using the Common Area.

B. The right and duty of the Association, by action of the Board, to levy Assessments against each Lot for the purpose of operating, maintaining, repairing and replacing

the Common Area and Improvements thereon in compliance with the provisions of this Declaration and the restrictions on portions of the Property from time to time recorded by Declarant.

C. The right of the Association by action of the Board, to establish, amend and/or abolish from time to time, uniform rules and regulations pertaining to the use of the Common Area.

D. The right of the Association by action of the Board, to establish, amend and/or abolish from time to time, uniform rules and regulations pertaining to the Lots for the purposes of enhancing the aesthetic uniformity of the Property.

E. The right of the Association in accordance with its Articles, Bylaws, and this Declaration, with the vote or written assent of two-thirds (2/3) of the total voting interests, except as provided to the contrary in this Declaration, to borrow money for the purpose of improving the Common Area and Improvements thereon, and, in aid thereof, to mortgage, pledge, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, provided that the rights of such mortgagee shall be subordinated to the use rights of the Owners in the Common Area. Notwithstanding the foregoing, such two-thirds (2/3) vote or written assent of total voting interests shall not be required for such Improvements made for the sole purpose of preservation of, or prevention of damage to Common Area.

F. The right of the Association to dedicate, release, alienate, or transfer all or any part of the Common Area owned by the Association to any public agency, authority, or utility and to grant any covenant, restriction or reservation against the Common Area in favor of any such public agency, authority, or utility; provided, however, no such dedication, release, alienation, or transfer shall be effective unless Members entitled to cast two-thirds (2/3) of the total voting interests agree to such dedication, release, alienation or transfer.

G. The right of the Association, without any vote of the Owners, to grant easements and rights-of-way, where necessary or desirable, for utilities, water and sewer facilities, cable television, and other services over the Common Area to serve the Common Area and other portions of the Property without vote of the Owners.

H. The right of Declarant, Declarant's affiliates, and each of their respective officers, directors, partners, employees, agents, licensees, and invitees to the nonexclusive use of the Common Area and the Improvements thereon, without charge, for sales, marketing, display, access, ingress, egress, construction, and exhibit purposes, and to grant (without consent of the Association and/or vote of the Owners) easements and rights-of-way as provided in this Declaration.

I. The right of the Association, by action of the Board, to reconstruct, replace, or refinish any Improvement or portion thereof upon the Common Area, in accordance with the original design, finish, or standard of construction of such Improvement.

J. The right, however not the duty, of the Association to replace destroyed trees or other vegetation and plant trees, shrubs, and ground cover upon any portion of the Common Area.

K. The right, however not the duty, of the Association by action of the Board to seek the vacation of publicly dedicated streets upon the Property.

L. The right, however not the duty, of the Association, following a tropical storm, hurricane or other Act of God, to upright and/or remove any fallen or dislodged trees on: (i) any Lot, and/or (ii) any grassed areas located between the front and/or side(s) of such Owner's Lot and the street. The Owner of said Lot(s) shall be required to reimburse the Association for the costs and expenses incurred by the Association in connection with the uprighting and/or removal of any fallen or dislodged trees. In that regard, the Association may levy a Special Assessment against such Lot(s) in connection with such costs and expenses, to the exclusion of all other Owners, without the need for obtaining the affirmative assent of at least two-thirds (2/3) of all Members as set forth in Section 3 of Article VII.

M. The easements provided elsewhere in this Declaration and designated on the Plat, including, but not limited to, those set forth in this Article IV.

N. The right of the Association by action of the Board to provide for the maintenance, preservation and certain architectural control of Lots, Improvements and other properties as set forth in this Declaration.

O. The right of the Association by action of the Board and Declarant and their respective employees, agents, licensees, and invitees to come upon the Property (including, without limitation, Common Area as well as a Lot even after the same has been conveyed to an Owner) as may be necessary or convenient for the Association and/or Declarant to carry on their respective duties, obligations, responsibilities under, and all other work referred to in, this Declaration (including, without limitation, Declarant's development and construction of the Community and Homes therein).

P. The right of the Association by action of the Board to establish, amend and/or abolish from time to time, uniform rules and regulations pertaining to the use of the Common Area.

Section 2. DELEGATION OF USE. Any Owner may delegate, in accordance with the Bylaws, such Owner's right of enjoyment to the Common Area to the members of such Owner's family, or to the tenants who reside in such Owner's Home, subject to this Declaration, all of the rules and regulations presently in effect and any which may become effective in the future, and subject further to reasonable regulation by the Board.

Section 3. RECOGNITION OF EASEMENTS. Each Owner, by acceptance of a deed or other instrument of conveyance, recognizes and consents to the easements reserved and/or granted with respect to the Property under this Declaration.

Section 4. EASEMENTS FOR VEHICULAR TRAFFIC. In addition to the general easements for use of the Common Area reserved herein, there shall be, and Declarant hereby

reserves, grants, and covenants for itself and all future Owners, their family members, guests, invitees and tenants, Institutional Mortgagees of the Property (or portions thereof), and the Association, that all of the foregoing shall have a perpetual nonexclusive easement for vehicular traffic over all streets within or upon the Property (as well as alcoves, cul de sacs, and other paved areas abutting or serving the same). There is hereby created, granted and reserved for the benefit of the County, the City, all other applicable governing entities, and other public service and emergency service providers, a non-exclusive easement over, under and through the private roads and alleys, if any, for vehicular and pedestrian ingress and egress access for the purpose of providing public and emergency services to the Common Area and Lots, including but not limited to, postal, fire protection, police protection, emergency medical transportation, code enforcement, garbage, utilities and other public and emergency services.

Section 5. ACCESS EASEMENT. Declarant hereby reserves perpetual, nonexclusive easements of ingress and egress over and across: (i) any private roads and driveways within or upon the Property, and (ii) all other portions of the Property, any of the foregoing of which are necessary or convenient for enabling Declarant to carry on and complete the work and/or exercise its rights referred to in this Declaration. All of the foregoing easements shall be for the use of Declarant, Declarant's employees, contractors and agents, Declarant's successors and assigns, Owners, and the respective tenants, employees, agents, invitees, and licensees of Declarant and Owners.

Section 6. GRANT AND RESERVATION OF EASEMENTS. Declarant hereby reserves and grants the following perpetual, nonexclusive easements as covenants running with the Property:

A. Utility and Services Easements. An easement over and across all of the Common Areas for the benefit of the Owners, the Association, Declarant, the City and for the purposes of: (i) installation, service, repair and maintenance of the equipment required to provide utility services other than Community Systems to the Common Area and the Lots, including, but not limited to, power, lights, telephone, gas, water, sewer, irrigation and drainage, and (ii) governmental services, including, but not limited to, police, fire, mail, health, sanitation and other public service personnel, including reasonable rights of access for persons and equipment necessary for such purposes for the benefit of the appropriate utility companies, agencies, franchises or governmental agencies.

B. Easement for Encroachment and Sidewalks. An easement over and across all of the Property for encroachment in favor of each Owner in the event any portion of such Owner's Home or appurtenant Improvements installed by Declarant such as stucco, a fence or underground footer now or hereafter encroaches upon any of the Lots as a result of minor inaccuracies in survey or construction, by design, or due to settlement or movement. Such encroaching Improvements installed by Declarant shall remain undisturbed for so long as the encroachment exists. Any easement for encroachment shall include an easement for the maintenance and use of the encroaching Improvements in favor of the Owner thereof or such Owner's designees.

Declarant grants easements of encroachment, and for maintenance and use of any permitted encroachment, between each Lot and any adjacent Common Area and between

adjacent Lots. Such easement shall permit encroachments between Lots only by a structure or fixture (i) which has been built by Declarant, a Builder or approved in accordance with Article VIII of this Declaration, or (ii) which is unintentionally constructed on another's property. An encroachment easement between Lots shall not exist if the encroachment results from willful and knowing conduct on the part of, or with the knowledge and consent of, the person claiming the benefit of such easement. All Lots shall be subject to an easement for any sidewalks placed upon such Lots by Declarant or a Builder, if any.

C. Easement to Enter Upon Lots. An easement or easements for ingress and egress in favor of the Association, including the Board or the designee of the Board, to enter upon the Lots for the purposes of fulfilling its duties and responsibilities of maintenance and/or repair in accordance with the Community Documents, including, by way of example, the making of such repairs, maintenance or reconstruction as are necessary for the Common Area, as required herein.

D. Easement Over Common Area. An easement of enjoyment in favor of all Owners, their family members, guests, invitees and tenants in and to the Common Area which shall be appurtenant to and shall pass with a deed or title to every Lot in the Property, subject to the following:

(1) the right of the Association to suspend the right to use the Common Area of any Owner and such Owner's family members, guests, invitees and tenants for any period during which Assessments against such Owner's Lot remain unpaid, subject to the Notice and Hearing provisions in Article X, Section 1 herein;

(2) the right of the Association to grant permits, licenses and easements over the Common Area for utilities and other purposes reasonably necessary or useful for the proper maintenance or operation of the Property; and

(3) all provisions set forth in the Community Documents.

E. Drainage Easement. An easement over, under and upon all of the Common Areas in favor of the CDD, Association, the City, the County, all other applicable governing entities, and all Owners for the Surface Water and Storm Water Management System and access to install, operate, maintain, alter, inspect, remove, relocate, repair and/or replace the Surface Water and Storm Water Management System. By this easement, the CDD, the Association, the City, County, and all other applicable governing entities shall have the right to enter upon any portion of a Lot which is part of the Surface Water and Storm Water Management System, at a reasonable time and in a reasonable manner, to operate, maintain and repair the Surface Water and Storm Water Management System as required by the Water Management District, the City, the County, or any other applicable governing entity. No Owner shall install any plantings, landscaping, fences and/or other Improvements whatsoever in, on, over or across any drainage easement, unless prior approval is received from the Water Management District, the Association, the CDD and Declarant so long as Declarant owns a Lot in Windward Preserve, the County, City, or any other applicable governing entity, if required. However, to the extent fences are not prohibited in the drainage easement areas by the Water Management District Permit or applicable laws, rules, regulations and ordinances, then Owners may install fences

pursuant to this Declaration as long as (i) the fences are installed and maintained by the Owner to not be flush with the ground and to allow proper drainage of stormwater and (ii) the Owner of such fence shall bear any financial burden if the fence is removed or damaged related to or resulting from the use of or access to any drainage easement by any grantee of such drainage easement

F. Surface Water and Storm Water Management System Encroachment Easement. An easement for encroachment over, under and upon the drainage easements located within the Lots, as designated on the Plat in favor of: (i) the Owner of the Lot upon which the drainage easement is located for the existence of any driveway and/or sidewalk or irrigation system or part thereof, encroaching over, under and upon such drainage easement, and (ii) the CDD for reasonable rights of access for persons and equipment to construct, install, maintain, alter, inspect, remove, relocate and repair any driveway and/or sidewalk, or irrigation system or part thereof installed or located over, under and upon such drainage easement. In the event the Association and/or the City, County, or any other applicable governing entity requires access to any Surface Water and Storm Water Management System improvements within a drainage easement located within a Lot upon which any such driveway and/or sidewalk or irrigation system encroaches, the CDD has the obligation, at its own cost and expense, to remove and replace any such encroachment, and to return it to its condition immediately preceding such removal and replacement once access to the drainage easement is no longer required. The flowage easements providing for drainage run between each of the Lots parallel to and over the side lot line thereof, draining either from the rear to the front, or from the front to the rear of the Lots. In addition, Declarant may, but is not obligated to, convey easements to the owner(s) of adjacent properties (or portions thereof) to provide legal positive outfall for runoff from such adjacent properties.

G. Irrigation Easement. An easement for irrigation over, under and upon the Common Area, in favor of the Association, including, but not limited to, reasonable rights of access for persons and equipment to construct, install, maintain, alter, inspect, remove, relocate, repair and/or replace the Irrigation System, including, without limitation, irrigation pipes and related equipment. Notwithstanding the foregoing, in the event of any damage caused by an Owner to the Irrigation System or any part thereof (including, without limitation, any portions located upon such Owner's Lot) the cost of the repairs and/or replacement resulting from such damage shall be paid by such Owner.

H. Buffer Easements. An easement or easements in favor of the Association [and CDD](#) for landscape, buffer, drainage and utility purposes.

Section 7. EASEMENT FOR COMMUNITY SYSTEMS. Notwithstanding anything to the contrary in this Declaration, Declarant and its affiliates and their respective designees shall have a perpetual exclusive easement over, across, upon and under the Common Area and the Lots for the installation, operation, maintenance, repair, replacement, alteration and expansion of Community Systems.

Section 8. PRIVATE ROADWAYS.

(A) It is intended that the private roadways within the Community (“**Roadways**”), as depicted on any Plat, shall be owned by the Association as part of the Common Area and shall not be dedicated to the City, County or to public use by recordation of such Plat. Use of such Roadways shall be subject to and in accordance with any rights and easements and such reasonable rules and regulations as the Association may adopt from time to time consistent with this Declaration, the Plat, and any law, ordinance, or regulation governing the Community.

(B) Declarant hereby reserves unto itself, its agents, employees, successors, and assigns an easement over the Roadways for the purpose of constructing, maintaining, repairing, or rebuilding any ~~subdivision improvements~~Improvements installed or to be installed in the Community and for performing any other work within the Community (including Lots) which Declarant deems reasonably necessary, in its discretion, or which Declarant is required to perform pursuant to a contract to which Declarant is a party or pursuant to the requirements of any government agency having jurisdiction over the Community. With regard to construction on any of the Lots by the Owners thereof, the contractors, subcontractors, laborers, materialmen, and other Persons providing construction services and materials to any such Lots shall have access to such Lots over the Roadways subject to such rules as the Association may adopt; however, during the Development and Sale Period, Declarant shall have the right to prohibit the use of the Roadways by such Persons and to designate alternate access easements for such Persons.

(C) Declarant hereby creates a perpetual, nonexclusive easement for access, ingress, and egress over the Roadways for law enforcement, fire fighting, paramedic, rescue, and other emergency vehicles, equipment, and personnel; for school buses; for U.S. Postal Service delivery vehicles and personnel; for utilities (water, wastewater, etc.) and for vehicles, equipment, and personnel providing garbage collection service to the Community provided that such easement shall not authorize any such Persons to enter the Community except while acting in their official capacities.

The existence of this easement shall not preclude the Association from maintaining gates or other devices or systems designed to limit general vehicular access to the Community, provided that the Association at all times maintains systems and/or procedures to permit the uncontested entry of Persons authorized to exercise the easements granted in this subsection without unreasonable interference or delay.

Section 9. ASSIGNMENTS; ADDITIONAL EASEMENTS. The easements reserved hereunder may be assigned by Declarant or the Association in whole or in part to a CDD, the City, the County or state government or agency thereof, or any duly licensed or franchised public utility, or any other designee of Declarant, or any other applicable governing entity. Declarant may grant easements encumbering all or part of the Common Area, and/or portions of the Lots conveyed to Owners to preserve the natural condition of wetlands, uplands or buffer areas. Declarant shall have and hereby reserves the right to grant and/or reserve additional easements over, under and upon the Property or portions thereof (including the portion of Lots where no

physical structure of the Home is located) which may be necessary or desirable by Declarant. The Owners hereby authorize Declarant and/or the Association to execute, on their behalf and without any further authorization, such grants of easement or other instruments as may from time to time be necessary to grant easements over and upon the Property or portions thereof in accordance with the provisions of this Declaration.

Notwithstanding anything in this Declaration to the contrary, the easement rights granted to or reserved by Declarant hereunder are not to be construed as creating an affirmative obligation to act on the part of Declarant.

ARTICLE V

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION; BOARD; DURATION OF THE ASSOCIATION

Section 1. MEMBERSHIP AND VOTING RIGHTS. Membership in the Association shall be established and terminated as set forth in the Articles. Each Member shall be entitled to the benefit of, and be subject to, the provisions of the Community Documents. The voting rights of the Members shall be as set forth in the Articles.

Section 2. BOARD. The Association shall be governed by the Board which shall be appointed, designated or elected, as the case may be, as set forth in the Articles.

Section 3. DURATION OF ASSOCIATION. The duration of the Association shall be perpetual, as set forth in the Articles. However, in the event of the termination, dissolution or final liquidation of the Association, the Surface Water and Storm Water Management System will be transferred to and maintained by one of the entities identified in the Water Management District's Environmental Resource Permit Applicant's Handbook Volume I (the "**Handbook**") sections 12.3.1(a) through (f), who has the powers listed in sections 12.3.4(b)1 through 8, the covenants and restrictions required in sections 12.3.4(c)1 through 9, and the ability to accept responsibility for the operation and routine custodial maintenance of the Drainage System described in sections 12.3.4(d)1 or 2 prior to its dissolution. The Water Management District shall approve such entity prior to such termination, dissolution or liquidation of the Association. Further, for purposes of clarity, the Water Management District shall have the right to take enforcement measures in accordance with Section 12.3.4(c)(8) of the Handbook.

ARTICLE VI

COVENANT TO PAY ASSESSMENTS; ESTABLISHMENT OF LIENS; COLLECTION OF ASSESSMENTS; COLLECTION BY DECLARANT; CERTAIN RIGHTS OF DECLARANT AND INSTITUTIONAL MORTGAGEES

Section 1. AFFIRMATIVE COVENANT TO PAY ASSESSMENTS. In order to: (a) fulfill the terms, provisions, covenants, conditions, restrictions, reservations, regulations, burdens, liens and easements contained in the Community Documents; and (b) maintain, operate and preserve the Common Area for the use, safety, welfare and benefit of the Members and their family members, guests, invitees and tenants, there is hereby imposed upon each Completed Lot and Incomplete Lot, and each Completed Lot Owner and Incomplete Lot Owner, the affirmative covenant and obligation to pay to the Association all Assessments, including, but not limited to,

the Individual Lot Assessments, Benefited Assessment, and Special Assessments. Each Owner, by acceptance of a deed or other instrument of conveyance from Declarant conveying a Lot within the Property, whether or not it shall be so expressed in such deed or instrument, shall be obligated and agrees to pay to the Association all Assessments in accordance with the provisions of the Community Documents. Payment of the Individual Lot Assessments, Benefited Assessment, Special Assessments and all other Assessments shall commence from and after the first conveyance of a Completed Lot from Declarant as evidenced by the recordation of a deed in the Public Records of the County (in the manner herein set forth).

The following expenses of the Association are hereby declared to be Operating Expenses which the Association is obligated to assess and collect, and which the Owners are obligated to pay as provided herein or as may be otherwise provided in the Community Documents: (1) any and all taxes and tax liens which may be assessed or levied at any and all times against the Common Area, the Community Systems or against any and all personal property or Improvements thereon; (2) all charges levied for Community Systems or other utilities providing services for the Common Area or to Owners on a bulk basis, such as water, gas, electricity, telephone, cable television, sanitation, sewer and any type of utility or any other type of service charge which is not separately billed to an Owner; (3) the premiums on policies of insurance including, but not limited to, liability and casualty insurance for the Common Area and directors and officers liability insurance for the officers and directors of the Association; (4) any sums necessary for the maintenance and repair of the Common Area and all Improvements located thereon; (5) administrative and operational expenses of the Association; (6) fees and other costs of water usage relating to the use, maintenance and repair of the Irrigation System(s) for the Common Area including, without limitation, all consumption and usage fees; (7) to the extent Surface Water and Storm Water Management System is maintained and repaired by the Association at its costs, all sums necessary for the maintenance and repair of the Surface Water and Storm Water Management System, including, without limitation, work within retention areas, drainage structures and drainage easements in the event any sums are expended by the Association notwithstanding the dedication of any such areas to the City, County, or any other applicable governing entity; and (8) the cost of the Association's performance of all obligations imposed upon the Association by this Declaration, the other Community Documents or otherwise, operating and administrative costs of the Association and the cost of the Association to promote the health, safety, welfare and aesthetics of the Members of the Association and their families residing with them, their guests and tenants, all as provided for herein.

Any expense which is required by the Declaration to be the matter of Special Assessment shall not be deemed to be an Operating Expense. Expenses which are required to be the matter of Special Assessment include, by way of example but not by way of limitation, the following: the cost of reconstructing, replacing or improving the Common Area or any portion thereof or Improvements thereon; any casualty loss affecting the Association or the Common Area to the extent such loss exceeds the insurance proceeds, if any, receivable by the Association as a result of such loss; any judgment against the Association (or against a Director or Directors if and to the extent such Director is, or such Directors are, entitled to be indemnified by the Association therefor pursuant to the Articles) to the extent such judgment exceeds the insurance proceeds, if any, received by the Association as a result of such judgment; an amount in settlement of a lawsuit against the Association (or such Director or Directors to whom indemnification is owed) to the extent such settlement exceeds the insurance proceeds, if any, received by the Association

as a result of such settlement agreement; and Legal Fees incurred by the Association in connection with litigation (whether incurred for the preparation, filing, prosecution or settlement thereof or otherwise), except Legal Fees incurred by the Association in connection with the collection of Assessments or other charges which Owners are obligated to pay pursuant to the Community Documents or the enforcement of the use and occupancy restrictions contained in the Community Documents, and except Legal Fees incurred for lawsuits not approved pursuant to Section 12 of Article XIII below.

Section 2. ESTABLISHMENT OF LIENS. Each Assessment against a Lot, together with Interest thereon and costs of collection, including, but not limited to, Legal Fees, shall be the personal obligation of the Owner of such Lot. Any and all Assessments made by the Association in accordance with the provisions of the Community Documents with Interest thereon and costs of collection, including, but not limited to, Legal Fees, are hereby declared to be a charge and continuing lien upon each Lot against which each such Assessment is made. Said lien shall be effective only from and after the time of the recordation amongst the Public Records of the County of a written, acknowledged statement by the Association setting forth the amount due to the Association as of the date the statement is signed, shall relate back to the original date of recordation of this Declaration, and shall continue in effect until all amounts due to the Association are paid in full, except as specifically stated below in Section 8 of Article VI. Notwithstanding the foregoing to the contrary, neither the recording of, nor failure to record, any such claim of lien will affect the existence or priority of the Association's lien. Upon full payment of all sums secured by that lien, the party making payment shall be entitled to a satisfaction of the statement of lien in recordable form. Notwithstanding anything to the contrary herein contained, in the event a First Mortgagee of record, or its successor or assignee as a subsequent holder of the First Mortgage, obtains a deed or title to a Lot as a result of foreclosure of its first mortgage or deed in lieu of foreclosure, such acquirer of a deed or title, its successors or assigns, shall be liable for Assessments pertaining to such Lot or chargeable to the former Owner except and to the extent limited by the HOA Act.

Section 3. COLLECTION OF ASSESSMENTS. In the event any Owner shall fail to pay any Assessment, or installment thereof, charged to such Owner after the same becomes due, then the Association, through its Board, shall have any and all of the following remedies to the extent permitted by law, which remedies are cumulative and which remedies are not in lieu of, but are in addition to, all other remedies available to the Association:

A. To accelerate the entire amount of any Assessment for the remainder of the calendar year notwithstanding any provisions for the payment thereof in installments.

B. To advance on behalf of the Owner(s) in default funds to accomplish the needs of the Association up to and including the full amount for which such Owner(s) is (are) liable to the Association and the amount or amounts of monies so advanced, together with Interest and all costs of collection thereof, including, but not limited to, Legal Fees, may thereupon be collected by the Association from the Owner(s), and such advance by the Association shall not waive the default.

C. To file an action in equity to foreclose its lien per the HOA Act. The lien may be foreclosed by an action in the name of the Association in like manner as a foreclosure of a mortgage on real property.

D. To file an action at law to collect said Assessment or other monetary obligation, plus Interest and all costs of collection thereof, including, but not limited to, Legal Fees, without waiving any lien rights or rights of foreclosure of the Association.

E. To charge Interest on such Assessment from the date it becomes due, as well as a late charge incurred each billing cycle of Twenty-Five and No/100 (\$25.00) Dollars or five percent (5%) of the past due amount, whichever is greater, by the Association to defray additional collection costs. This amount is subject to change in the Board's sole discretion.

F. To suspend the use rights of the Owner(s) in default to the Common Area, including disconnection of Bulk or Bundled Services, subject to the Notice as may be required per the HOA Act.

G. To suspend the right of the Owner(s) in default to vote on any matter on which Owners have the right to vote if such Owner is delinquent in payment of assessments for more than ninety (90) days.

H. To collect any monetary obligation, including delinquent Assessments due for the Home from the rents paid by any tenant occupying the Home if the Owner has leased the Home. In such case, the tenant shall remit such delinquent Assessments and other amounts due the Association directly to the Association upon written notice from the Association that the Owner is delinquent in the payment of its monetary obligations and the tenant may deduct such amounts paid to the Association from the rent due to the Owner. The Association has the right to require Owners to use a lease addendum which provides, among other things, that the tenant will pay the rent due under the lease directly to the Association upon receipt of notice from the Association that the Owner is delinquent in amounts due to the Association.

Section 4. COLLECTION BY DECLARANT. In the event for any reason the Association shall fail to collect the Assessments, Declarant shall at all times have the right (but not the obligation): (i) to advance such sums as the Association could have advanced as set forth above; and (ii) to collect such Assessments and, if applicable, any such sums advanced by Declarant, together with Interest and costs of collection, including, but not limited to, Legal Fees.

Section 5. RIGHTS OF DECLARANT AND INSTITUTIONAL MORTGAGEES TO PAY ASSESSMENTS AND RECEIVE REIMBURSEMENT. Declarant and any Institutional Mortgagee(s) shall have the right, but not the obligation, jointly or individually, and at their sole option, to pay any of the Assessments which are in default and which may or have become a charge against any Lot(s). Further, Declarant and any Institutional Mortgagee shall have the right, but not the obligation, jointly or individually, and, at their sole option, to pay insurance premiums or fidelity bond premiums or other required items of Operating Expenses on behalf of the Association in the event the same are overdue and when lapses in policies or services may occur. Declarant and any Institutional Mortgagee paying overdue Operating Expenses on behalf of the Association will be entitled to immediate reimbursement from the Association plus

Interest and any costs of collection including, but not limited to, Legal Fees, and the Association shall execute an instrument in recordable form acknowledging such reimbursement obligation(s) and deliver the original of such instrument to each Institutional Mortgagee who is so entitled to reimbursement and to Declarant if Declarant is entitled to reimbursement.

Section 6. COMMUNITY SYSTEMS SERVICES. The Association shall have the right to enter into one or more agreement(s) (“**Bundled Services Agreements**”) for receipt of television (via cable, satellite or otherwise), entertainment, telecommunication, internet, gas, monitored alarm and/or other services (collectively, “**Bundled Services**”) for Homes in the Community. Any and all costs and expenses incurred by the Association under or pursuant to any Bundled Services Agreements entered into by the Association for Bundled Services will be assessed against all Completed Lot Owners as a Benefited Assessment. It is contemplated that there may be features and services that are or will be available in addition to and not part of the Bundled Services (each, an “**Optional Service**”). Owners will be responsible for hook-up costs, any converter boxes, remote control units, any Optional Services elected by Owner and the charge therefor shall be billed directly to Owner. Notwithstanding anything to the contrary contained in this Declaration, the costs and expenses charged to the Association under the Bundled Services Agreements shall be apportioned equally, but only amongst those Homes with respect to which the Association is being charged under or pursuant to the Bundled Services Agreement except to the extent, if any, that any Owner elects to receive an Optional Service (being a service not automatically received by all Owners entitled to receive Bundled Services pursuant to the Bundled Services Agreements). Each Owner who receives an Optional Service, if any, shall be responsible for paying for the costs of such Optional Service. The foregoing shall in no way obligate Declarant or the Association to enter into any Bundled Services Agreement.

Section 7. IRRIGATION SYSTEM(S). Declarant shall have the right, but not the obligation, to install one or more irrigation systems (referred to in this Declaration as the “**Irrigation System(s)**”) for the Common Area and/or any or all of the Lots within the Community. In the event Declarant installs one or more Irrigation System(s) for the Common Area and/or any or all of the Lots within the Community, the responsibility for operating, maintaining, repairing and replacing such system(s) shall be governed by the provisions of Section 1.B of Article IX below. The foregoing shall in no way obligate Declarant to install the Irrigation System(s) for the Common Area or within any or all of the Lots within the Community. All costs of the Irrigation System(s) serving the Common Area and all usage and consumption fees charged for use of water serving the Common Area shall be part of the Operating Expenses of the Association.

Section 8. SUBORDINATION OF THE LIEN TO FIRST MORTGAGES.

A. The claim of lien filed by the Association shall be subordinate to the lien of any First Mortgage held by a First Mortgagee recorded and valid before the effective date of this provision or recorded prior to the recordation of the Association’s lien.

B. If a mortgage against a Lot (i) is properly recorded as a First Mortgage before the Association’s claim of lien is recorded and (ii) maintains First Mortgage priority, then the liability of the Lot and the First Mortgagee (and its successor or assignee who acquires title to the Lot by foreclosure or by deed in lieu of foreclosure, but only if the successor or assignee is the

subsequent holder of the First Mortgage) for the unpaid Assessments that became due before the First Mortgagee's acquisition of title is limited to the lesser of:

- i. the Lot's unpaid Assessments which accrued or came due during the 12 months immediately preceding the acquisition of title or for which payment in full has not been received by the Association; or,
- ii. 1% of the original debt secured by the First Mortgage.

C. The limitation of liability for payment of Assessments contained in this Section applies only if the First Mortgagee joins the Association as a defendant in the foreclosure action; however, joinder of the Association is not required if, on the date the foreclosure complaint is filed, the Association was dissolved or did not maintain an office or agent for service of process at a location which was known to or reasonably discoverable by the First Mortgagee.

D. All unpaid Assessments as a result of this exception are Common Expenses, collectible from all of the Owners, including the new Owner and the Owner's successors and assigns. Such new Owner is not excused from liability for any Assessments against the Owner's Lot which accrue after the Owner's acquisition of title; provided, however, that if the Association is the grantee, it is excused from payment.

E. The Association may give any encumbrancer of record 30 days' notice within which to cure such delinquency before instituting foreclosure proceedings against the Lot. Any encumbrancer holding a lien on a Lot may pay, but is not required to pay, any amounts secured by the lien established by this Section; upon such payment, such encumbrancer will be subrogated to all rights of the Association with respect to such lien, including priority.

F. The liability limitations contained in this Section for First Mortgagees shall be expanded in the Association's favor to the fullest extent permitted by the HOA Act, as amended from time to time. No liability limitation regarding unpaid Assessments or monetary obligations, including Legal Fees, is provided to or extended to junior mortgagees or third-party purchases who take title by certificate of title.

ARTICLE VII

METHOD OF DETERMINING ASSESSMENTS

AND ALLOCATION OF ASSESSMENTS

Section 1. DETERMINING AMOUNT OF ASSESSMENTS. It shall be the duty of the Board of Directors to annually prepare a budget ("**Budget**") covering the estimated Operating Expenses of the Association. In addition to the Operating Expense Budgets which shall be the basis for operation and management of the Property, the Board of Directors shall annually attempt to determine the Operating Expenses which would be incurred upon completion of the Community, including without limitation any future expansions or additions of Common Area and number of Lots. These operational Budgets shall be utilized in determining Assessments allocated to Lots by allocating the Operating Expenses among the number of Lots anticipated to be constructed within the Community upon completion. This allocation of Assessments is

undertaken in an effort to fairly allocate the Operating Expenses anticipated upon completion of the Community.

Each Completed Lot and Incomplete Lot shall be assessed its *pro rata* portion of the total anticipated Operating Expenses, which shall be the “**Individual Lot Assessment**” as to each Lot. The Individual Lot Assessment shall be based upon the level of service to each Lot and the state of the Lot’s development; accordingly, the Individual Lot Assessment for each Incomplete Lot shall be five percent (5%) of the Individual Lot Assessment for each Completed Lot. Therefore, the total anticipated Operating Expenses (other than those expenses which are properly the subject of Special Assessment) shall be divided by the total number of Completed Lots multiplied by twenty (20) plus the number of Incomplete Lots, with the quotient thus arrived at being the “Individual Lot Assessment” for an Incomplete Lot. Said quotient multiplied by twenty (20) shall be the Individual Lot Assessment for a Completed Lot. The number of Completed Lots and Incomplete Lots shall be adjusted, as needed, as hereinafter set forth. At such time as Declarant has conveyed all of the Homes on all of the Lots, each Lot shall be a Completed Lot and the Individual Lot Assessment shall be equal for each Lot. Notwithstanding anything in the Community Documents to the contrary, any Assessment for Legal Fees incurred by the Association for lawsuits shall be deemed an Operating Expense which is properly the subject of Special Assessment and not the subject of an Individual Lot Assessment so long as approved pursuant to Section 12 of Article XIII, except the Legal Fees incurred by the Association in connection with the collection of assessments or other charges which Owners are obligated to pay pursuant to the Community Documents or the enforcement of the use and occupancy restrictions contained in the Community Documents.

Section 2. ASSESSMENT PAYMENTS. Individual Lot Assessments shall be payable monthly, in advance, on the first day of each month; provided, however, at the Association’s option, Individual Lot Assessments may be payable quarterly, bi-annually or annually. Individual Lot Assessments, and the monthly installments thereof, may be adjusted from time to time by the Board to reflect changes in the number and status of Completed Lots and Incomplete Lots without the need to pass an amended budget (thus apportioning all such Assessments and installments thereof among all Lots at the time such installment is due) or changes in the Budget or in the event the Board determines that an Assessment or any installment thereof is either less than or more than the amount actually required. When an Incomplete Lot becomes a Completed Lot or when a Builder Lot is conveyed to a third party end user (also referred to as a “**Completed Lot**” herein) during a period with respect to which an Assessment or installment thereof has already been assessed, such Completed Lot shall be deemed assessed the amount of such Assessment or installment thereof which was assessed against Completed Lots in existence at the time of such Assessment, prorated from the date the Lot became a Completed Lot through the end of the period in question. If the payment of such Assessment or installment thereof was due at the time the Lot became a Completed Lot or prior thereto, said prorated amount thereof shall be immediately due and payable. Likewise, the amount paid with respect to such Completed Lot based upon the Lot’s status as an Incomplete Lot, prorated from the date the Incomplete Lot became a Completed Lot to the end of the period in question, shall be credited against the amount owed as a Completed Lot.

Section 3. SPECIAL ASSESSMENTS. “**Special Assessments**” include, in addition to other Assessments designated as Special Assessments in the Community Documents, those

Assessments that are levied for capital improvements which include the costs (whether in whole or in part) of constructing or acquiring Improvements for, or on, the Common Area or the cost (whether in whole or in part) of reconstructing or replacing such Improvements. In addition, Special Assessments may be levied against particular Lots and/or Owners to the exclusion of others. Notwithstanding anything to the contrary herein contained, it is recognized and declared that Special Assessments shall be in addition to, and are not part of, any Individual Lot Assessment. Special Assessments for each Incomplete Lot shall be five percentage (5%) of the Special Assessment for each Completed Lot. Special Assessments shall be paid in such installments or in a lump sum as the Board shall, from time to time, determine. Notwithstanding the foregoing, the levying of any Special Assessment after the Turnover Date shall require the affirmative assent of at least two-thirds (2/3) of all Members represented in person or by proxy at a meeting called and held in accordance with the Bylaws for all Special Assessments, except only any Special Assessment for: (a) repair, reconstruction or replacement of damaged or destroyed Improvements previously existing on Common Area (including, without limitation, landscaping), (b) capital improvements necessary or desirable for the sole purpose of preservation of, or prevention of damage to Common Area, or (c) up-righting or removing any fallen or dislodged trees as set forth in Article IV, Section 1.L. above, or (d) to fund an operational or reserve shortfall; which shall not require such affirmative assent of the Members. Prior to the Turnover Date, a Declarant-controlled Board may not levy a Special Assessment unless a majority of the Owners other than the Declarant has approved the Special Assessment by a majority vote at a duly called special meeting of the membership at which a quorum is present. Special Assessments are not included in any deficit funding or subsidizing of the Budget as set forth in Sections 7 and 8 of this Article VII below.

Section 4. BENEFITED ASSESSMENTS. The Association by Board action may levy “**Benefited Assessments**” against one or more particular Lots as follows:

A. to cover the costs, including, without limitation, overhead and administrative costs, of providing services to a Lot upon request of the Owner pursuant to any menu of special services which the Association may offer or pursuant to a Supplemental Declaration. Benefited Assessments for special services may be levied in advance of the provision of the requested service;

B. to cover costs incurred in bringing a Lot into compliance with the Community Documents, or costs incurred as a consequence of the conduct of the Owner or occupants of the Lot, their agents, contractors, employees, licensees, invitees, or guests, including, without limitation, Legal Costs;

C. to cover the costs and expenses charged to the Association under the Community Systems agreements shall be apportioned equally, but only amongst those Homes with respect to which the Association is being charged under or pursuant to the Bundled Services Agreement.

Section 5. LIABILITY OF OWNERS FOR ASSESSMENTS. By the acceptance of a deed or other instrument of conveyance of a Lot in the Property, each Owner thereof acknowledges and agrees that each Lot and the Owners thereof are jointly and severally liable for their own Individual Lot Assessments, any Benefited Assessment against their Lot, and their applicable

portion of any Special Assessments, as well as for any and all other Assessments for which they are liable, as provided for herein. Such Owners further recognize and covenant that they are jointly and severally liable with the Owners of all Lots for the Operating Expenses (subject to any specific limitations provided for herein such as, but not limited to, the limitation with respect to matters of Special Assessment and the limitations on the liability of Institutional Mortgagees and their successors and assigns). Accordingly, subject to such specific limitations, it is recognized and agreed by each Owner, for such Owner and such Owner's heirs, executors, successors and assigns, that in the event any Owner fails or refuses to pay such Owner's Individual Lot Assessment or any portion thereof, or such Owner's Benefited Assessment, or such Owner's respective portion of any Special Assessment or any other Assessment, then the other Owners may be responsible for increased Individual Lot Assessments, Benefited Assessments or Special Assessments or other Assessments due to the nonpayment by such other Owner, and such increased Individual Lot Assessment, Benefited Assessment or Special Assessment or other Assessment can and may be enforced by the Association and Declarant in the same manner as all other Assessments hereunder as provided in the Community Documents.

Section 6. BUDGETING FOR RESERVES. The Board may, but is not obligated to, prepare and periodically review separate reserve budgets for the Common Area for which the Association maintains capital items which takes into account the number and nature of replaceable completed assets, the expected life of each completed asset, and the expected repair or replacement cost of capital items under each budget. The Board may include in the Operating Expense Budget adopted pursuant to Section 1, as appropriate, a contribution to fund reserves in an amount which the Board, in the exercise of its business judgment, deems sufficient to meet the projected needs under each budget with respect to both amount and timing by annual contributions over the budget period. The budgeted amount for reserves need not be for one hundred percent (100%) of the repair or replacement cost but may be for a lower amount as determined by the Board. The Board may determine to pool reserves, meaning that a general reserve fund may be used for any item for which reserves are being collected. Completed Lot Owners are referred to the then current Budget to determine if reserves are included in the Budget, the amount budgeted therefor and if Assessments include amounts for reserves.

Reserve funds, if collected, shall be held in a separate account or accounts from the operating and other funds of the Association.

The reserve funds may be expended only for major or deferred maintenance, repair, or replacement of those assets covered by the reserve budget pursuant to which they were collected. Subject to such limitation, the Board may adopt resolutions regarding the expenditure of any reserve funds including, without limitation, policies designating the nature of assets for which reserve funds may be expended. The Board may in its discretion without Membership vote elect to maintain pooled reserves. Neither the Association membership nor the Board shall adopt, modify, limit, or expand such policies without Declarant's prior written consent during the Development and Sale Period.

Declarant shall not be required to pay for contributions to reserve accounts for capital expenditures and deferred maintenance, or any other reserves that the Association or the Declarant may be required to fund pursuant to a state, municipal, county or other governmental statute or ordinance (other than the HOA Act). Notwithstanding anything contained in this

Section 6, or as may be otherwise set forth in this Declaration, any reserve funds so collected and/or paid pursuant hereto are not created or established in accordance with Section 720.303(6)(d) of the HOA Act.

In lieu of or in addition to establishing a reserve fund, the Board may establish a contingency fund. Such contingency fund is not a reserve fund under Section 720.303(6) of the HOA Act and may be used by the Board as it determines in its discretion and business judgement.

Section 7. ASSESSMENTS PAYABLE BY DECLARANT; DECLARANT SUBSIDIES.

Each Owner acknowledges and agrees that because Individual Lot Assessments, Benefited Assessments and Special Assessments are allocated as set forth in this Article VII above, it is possible that the Association may collect more or less than the amount budgeted for Operating Expenses in the Budget of the Association. Except as may be limited by applicable law, Declarant has the right (at its sole election) to: (i) pay Individual Lot Assessments and Benefited Assessments for the Lots owned by Declarant in the same manner as other Owners, (ii) pay the Deficit (as calculated pursuant to Section 8 below, herein referred to as the “**Deficit**”), and/or (iii) subsidize the Budget of the Association as provided below by making voluntary contributions in amounts determined by Declarant in Declarant’s sole discretion.

During the period of time that Declarant is offering Homes for sale in the Community and/or based on the number of Homes owned by Owners other than Declarant, Declarant may seek to keep Assessments lower than they otherwise may be by subsidizing the Budget of the Association through voluntary contributions in amounts determined by Declarant. The amount of any such voluntary contributions may vary from time to time or may be discontinued and recommenced by Declarant from time to time. The determination to subsidize the Budget of the Association, the amount of any such voluntary contributions, the discontinuance and/or commencement of any such voluntary contributions shall all be made by Declarant in Declarant’s sole discretion and in no event shall Declarant have any obligation whatsoever to make any such voluntary contributions. Each Owner shall be solely responsible to review the Budget of the Association then in effect to determine if and to what extent Declarant is making any voluntary contributions to subsidize the Budget and thus lower the Assessments payable by the Owners that would otherwise be higher based on the Operating Expenses of the Association.

Section 8. DECLARANT’S OPTION TO FUND BUDGET DEFICITS. To the extent permitted by Florida law, until the end of the Development and Sale Period, Declarant may satisfy the obligation for Assessments on Lots which it owns either by paying Assessments in the same manner as any other Owner or by funding the budget deficit. The budget deficit (“**Deficit**”) is the difference between (i) the amount of Assessments levied on Owners’ Lots plus any other income, revenue or sums received by the Association during the period during which Declarant has elected to fund the Deficit, and (ii) the amount of the Association’s actual expenditures during the fiscal year and excluding to the maximum extent allowable by law, contributions to reserves, if any, and Special Assessments arising as a result of any unusual loss or liability. The calculation of Declarant’s Deficit funding obligation shall be done on a cumulative basis (from the inception of the election to fund the Deficit until Declarant’s election to cease funding the Deficit) although Declarant will fund the Association to meet its cash flow obligations as they arise during the Deficit funding period. Should Declarant, in its sole discretion, elect to fund cash shortfalls caused by delinquencies or other matters which would not otherwise require

deficit funds from Declarant, such funds shall be considered a loan to the Association to be paid back to Declarant by the Association immediately as funds become available. Declarant is not required to make contributions to reserves while Deficit funding even though Owners other than Declarant may be required to make such contributions.

Regardless of Declarant's election, Declarant's Assessment obligations may be satisfied in the form of cash or by "in kind" contributions of services or materials, or by a combination of these, the value of which shall be reasonably determined by Declarant. After the end of the Development and Sale Period, or sooner if Declarant elects to pay Assessments and cease Deficit funding, Declarant shall pay Assessments on Lots which it or its affiliates own in the same manner as any other Owner, subject to the status of Declarant's Lots as Completed Lots or Incomplete Lots as provided in Section 1 of this Article VII.

Declarant's obligation to Deficit fund is not a guarantee of the Assessments or Operating Expenses as contemplated by Florida Statutes Section 720.308 because the amount of Assessments or Operating Expenses to be paid by Owners during any Deficit funding period may change based upon changes in the then buildout Budget.

Section 9. DECLARANT'S PAYMENT OF ASSESSMENTS, DEFICIT FUNDING, AND/OR SUBSIDIZING THE BUDGET. Notwithstanding anything to the contrary set forth herein, if Declarant elects to Deficit fund or provide a subsidy to lower the Assessments due from Owners prior to the end of the Development and Sale Period, or such other time as Declarant, in its sole discretion desires to discontinue such Deficit funding or subsidy, Declarant will not retroactively recalculate any Assessments for any period during which Declarant was Deficit funding and/or subsidizing the budget as described in Section 1 above; however, the Deficit funding or subsidy shall be calculated on a cumulative basis as set forth in Section 8 above and, prior year's surpluses, if any, may be used to fund and satisfy Declarant's Deficit funding obligations.

Section 10. RESALE CONTRIBUTION. Each subsequent Owner of a Lot (meaning any Owner who purchases a Lot from a previous Owner other than Declarant or a Builder) shall pay to the Association a Resale Contribution at the time legal title is conveyed to such Owner by the previous Owner. The "**Resale Contribution**" shall be One Thousand, Five Hundred and No/100 Dollars (\$1,500.00) for each Lot and each subsequent conveyance of the Lot. The Resale Contribution shall be paid to the Association by separate check upon the closing or other settlement of the transfer or conveyance of the Lot. Any unpaid Resale Contribution constitutes a lien in favor of the Association against the Home as provided in Section 2 of Article VI of this Declaration. The amount of the Resale Contribution is subject to change in the Board's sole discretion. The purpose of the Resale Contribution is to ensure that the Association will have cash available for initial start-up expenses, to meet unforeseen expenditures and to acquire additional equipment and services deemed necessary or desirable by the Board. Resale Contributions are not advance payments of Individual Lot Assessments and shall have no effect on future Individual Lot Assessments, nor will they be held in reserve. Resale Contributions may also be used to offset Operating Expenses and fund any Deficit between yearly Operating Expenses and income collected from Assessments. Declarant may, in its sole discretion, move the Resale Contributions into a reserve account prior to or at the time of the Turnover Date.

Section 11. WAIVER OF USE. No Owner, other than Declarant, may exempt itself from personal liability for Assessments duly levied by the Association. No Owner may release the Lot owned by such Owner from the liens and charges hereof either by waiver of the use and enjoyment of the Common Area and the facilities thereon or by abandonment of such Owner's Home.

ARTICLE VIII

ARCHITECTURAL CONTROL COMMITTEE

Section 1. MEMBERS OF THE COMMITTEE. The Architectural Control Committee, sometimes referred to in this Declaration as the "Committee," shall be comprised of not less than three (3) members. The initial members of the Committee shall consist of persons designated by Declarant. Each of said persons shall hold office until all Lots and Homes have been conveyed to third party buyers who are not Builders or such earlier time as Declarant may, at its sole option, elect. Thereafter, each new member of the Committee shall be appointed by the Board and shall hold office until such time as such new member has resigned, has been removed, or such new member's successor has been appointed, as provided herein. Members of the Committee, other than those designated by Declarant, may be removed at any time without cause by the Board. The Board shall have the sole right to appoint and remove all members of the Committee other than those designated by Declarant.

Section 2. REVIEW OF PROPOSED CONSTRUCTION.

A. No Improvements, to the extent they are visible from the Lot's frontage or an adjacent Lot, an adjacent Common Area, or a community golf course (if any), shall be commenced, erected, installed, altered, modified, painted, planted, or maintained on the Property, including the Lots, unless such Improvements have been reviewed by and received the written approval of the Committee in accordance with Paragraph B below. Such Improvement may include, by way of example and not of limitation, accessory structures, exterior lighting fixtures, brick pavers, stamped concrete, concrete flatwork, basketball goals, gym sets and play structures, buildings, pergolas, gazebos, shade structures, fire pits, fences, walls, pools, roofs, gutters or rain spouts, antennae, aerials, microwave reception devices, mailboxes, external enclosures or attachments (including entry screen and patio screen enclosures), landscaping, canopies, shutters, or window coverings. Any Owner desiring to make Improvements that are visible from the Lot's frontage or an adjacent Lot, an adjacent Common Area, or a community golf course (if any) shall submit one (1) complete set of plans and specifications prepared by an architect, landscape architect, engineer or other person determined by the Committee to be qualified, showing the nature, dimensions, materials and location of the same. The Committee may charge a review fee in a reasonable amount as determined by the Committee from time to time.

B. The Committee approve proposed plans and specifications submitted for its approval only if it deems that the construction, alterations or additions contemplated will not be detrimental to the appearance of the surrounding area of the Property as a whole, and that the appearance of any structure affected thereby will be in harmony with the surrounding structures and is otherwise desirable in accordance with the Design Guidelines of the Community (the "**Design Guidelines**"), which shall be adopted and amended from time to time by the Association and shall be available for review by Owners upon written request to the Association. The

Committee may also issue and amend from time to time rules or guidelines setting forth procedures for the submission of plans and specifications. If the proposed construction, alterations or additions are to a portion of the Improvements which the Association is obligated to maintain, said approval shall also be subject to approval by the Board. The Committee may condition its approval of proposed plans and specifications in such a manner as it deems appropriate and may require the submission of additional information prior to approving or disapproving such plans. Pursuant to the approvals for the Property granted by the City, County, or any other applicable governing entity, as applicable, and notwithstanding anything to the contrary in the Community Documents, diversity of architectural elevation and exterior color scheme for Homes in the Community shall be that no identical Homes shall be placed next to one another (i.e., same elevation with same exterior color scheme). The Committee shall have no obligation to and shall not approve (nor grant any variances for) any plans and specifications submitted if approval of same would result in failure to comply with the foregoing requirements.

C. The Committee shall have forty-five (45) days after delivery of all required materials to give written approval or rejection of any such plans and, if written approval is not given within such forty-five (45) day period, such plans shall be deemed rejected. If the Committee denies an Owner's request or application for the construction of a structure or other improvement on a Lot, the Committee must provide written notice to the Owner stating with specificity the rule or covenant on which the Committee relied on when denying the request or application and the specific aspect of the proposed improvement that does not conform to such rule or covenant.

D. Notwithstanding any provision in this Article to the contrary, the approval of the Committee shall not be required for any additions, changes or alterations within any Home if such additions, changes or alterations are not visible from the Lot's frontage or an adjacent Lot, an adjacent Common Area, or a community golf course (if any) and neither the Association nor the Committee shall implement or enforce any covenant, rule or guideline as described in Section 720.3035(1)(b) of the HOA Act. All changes and alterations shall be subject, independently, to all applicable governmental laws, statutes, ordinances, codes, rules and regulations.

Notwithstanding anything to the contrary herein contained, no construction, reconstruction, addition or alteration by Declarant shall require the prior approval or any certificate of consent of the Committee or any security deposit.

Section 3. COMMUNITY STANDARD. To ensure the preservation of the existing harmonious design and to prevent the introduction of design that is not in keeping with the Community, Declarant hereby declares that the style and form of the Community, as originally constructed or approved by Declarant, with respect to architectural style, colors and materials as the standard. This standard shall continue in effect until the adoption and publication of new guidelines and standards.

Section 4. MEETINGS OF THE COMMITTEE. The Committee shall meet from time to time as necessary to perform its duties hereunder. The Committee may from time to time, by resolution unanimously adopted in writing, designate a Committee representative (who may, but need not, be one of its members) to take any action or perform any duties for and on behalf of the Committee, except the granting of variances pursuant to Article VIII, Section 9 below. In the

absence of such designation, the vote of any two (2) members of the Committee shall constitute an act of the Committee.

Section 5. NO WAIVER OF FUTURE APPROVALS. The approval of the Committee of any plans and specifications or drawings for any work performed or proposed shall not be deemed to constitute a waiver of any right to withhold approval or consent to any identical or similar proposal subsequently or additionally submitted for approval or consent, whether such submission is by that applicant or another applicant. Similarly, the denial of approval by the Committee of any plans and specifications or drawings for any work performed or proposed shall not be deemed to constitute a waiver of any right to approve or consent to any identical or similar proposal subsequently or additionally submitted for approval or consent, whether such submission is by that applicant or another applicant.

Section 6. COMPENSATION OF MEMBERS. The members of the Committee shall receive no compensation for services rendered, other than reimbursement for expenses incurred by them in the performance of their duties hereunder.

Section 7. INSPECTION OF WORK. Inspection of work and correction of defects therein shall proceed as follows:

A. Upon the completion of any work for which approved plans are required under this Article, the submitting party shall give written notice of completion to the Committee.

B. Within thirty (30) days after written notice of completion, the Committee or its duly authorized representatives may inspect such Improvement. If the Committee finds such work was not done in substantial compliance with the approved plans, it shall notify the submitting party in writing of such noncompliance within such thirty (30) day period, specifying the particulars of noncompliance, and shall require the submitting party to remedy such noncompliance.

C. If upon the expiration of thirty (30) days from the date of such notification the submitting party shall have failed to remedy such noncompliance, notification shall be given to the Board in writing of such failure. Upon such notice, the Board shall determine whether there is a noncompliance and, if so, the nature thereof and the estimated cost of correcting or removing the same. If noncompliance exists, the submitting party shall remedy or remove the same within a period of not more than thirty (30) days from the date of announcement of the Board's ruling. If the submitting party does not comply with the Board's ruling within such period, the Board, at its option, may remove the Improvement, remedy the noncompliance, or proceed in court to compel compliance and the submitting party shall reimburse the Association, upon demand, for all expenses incurred in connection therewith, including Interest and Legal Fees. If such expenses are not promptly repaid by the submitting party to the Association, the Board shall levy an Assessment against such submitting party for reimbursement, and said Assessment shall constitute a lien upon the applicable Lot and Home with the same force and effect as liens for Operating Expenses.

D. If, for any reason, notification is not given to the submitting party of acceptance within thirty (30) days after receipt of said written notice of completion from the

submitting party, the Improvement and/or alteration shall be deemed to be in compliance with said approved plans.

Section 8. **NON-LIABILITY OF COMMITTEE MEMBERS.** Neither the Committee nor any member thereof, nor its duly authorized Committee representative, nor Declarant, shall be liable to the Association or to any Owner or any other person or entity for any loss, damage or injury arising out of or in any way connected with the performance of the Committee's duties hereunder, unless due to the willful misconduct or bad faith of a member and only that member shall have any liability. The Committee's review and approval or disapproval of plans submitted to it for any proposed Improvement shall be based solely on considerations of the overall benefit or detriment to the community as a whole. The Committee shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of, any plan or design from the standpoint of structural safety or conformance with building or other codes or standards, and no member or representative of the Committee or the Association, nor Declarant, shall be liable for the safety, soundness, workmanship, materials or usefulness for any purpose of any such Improvement or alteration proposed by the plans. By submitting a request for review and approval by the Committee, an Owner shall be deemed to have and does automatically agree to indemnify, defend and hold harmless the Committee, the Association and Declarant (and each of their respective officers, directors, partners, affiliates, representatives and members) from and against any and all claims, causes of action, losses, damages, liabilities, costs and expenses (including, without limitation, Legal Fees) arising from, relating to or in any way connected with the Improvement or alterations for which such request was submitted. Furthermore, approval by the Committee of any request does not excuse any Owner from also obtaining approvals from all applicable governing entities.

Section 9. **VARIANCE.** The Committee may authorize variances from compliance with any of the architectural provisions of this Declaration or any Supplemental Declaration but only with consent and joinder by the Board, when circumstances such as topography, natural obstructions, aesthetic or environmental considerations may require; provided, however, the Committee shall not give or authorize (and the Committee is hereby prohibited from giving or authorizing) any variance with respect to: (i) the diversity of architectural elevation and exterior color scheme requirements of Section 2.B of this Article VIII above; (ii) the type of fencing permitted by this Declaration; and/or (iii) the displaying of any signs for the sale or renting of the Home as prohibited in Article X, Section 12 below. If such variance is granted, no violation of the covenants, conditions and restrictions contained in this Declaration or any Supplemental Declaration shall be deemed to have occurred with respect to the Improvements for which the variance was granted.

Section 10. **DECLARANT EXEMPTION.** Declarant is hereby exempt from having to comply with the requirements of this Article VIII in their entirety.

ARTICLE IX **MAINTENANCE AND REPAIR OBLIGATIONS**

Section 1. **BY THE ASSOCIATION [AND CDD.](#)**

A. Common Area Maintenance. The Association, at its expense, shall be responsible for the operation, maintenance, repair and replacement of all of the Improvements and facilities located over, through and upon the Common Area as otherwise provided herein (except public utilities and Community Systems, to the extent same have not been made Common Area). Should any incidental damage be caused to any Home by virtue of the Association's failure to maintain the Common Area as herein required or by virtue of any work which may be performed or caused to be performed by the Association in the maintenance, repair or replacement of any Common Area, the Association shall, at its expense, repair such incidental damage. The Association shall not, however, be responsible for any loss of use, any hardship, an Owner's time or any other consequential or punitive damages.

B. Maintenance of Irrigation System Serving Common Area. The Association shall operate, maintain, repair and replace the Irrigation System(s) serving the Common Area. The Association shall be responsible for the costs of operation, maintenance, repair and replacement of such Irrigation System(s), including any monthly fees and other costs of water and/or electric usage, if any. There is hereby reserved in favor of the Association, the right to enter upon the Common Area for the purpose of operating, maintaining, repairing and replacing the Irrigation System(s) over, through and upon the Common Area. Each Owner shall be responsible for any damage caused to said Irrigation System(s) caused by such Owner and/or such Owner's family members, tenants, guests and invitees and Owner shall indemnify, defend and hold Association harmless from and against any and all losses, claims, damages and/or liabilities resulting from any such damage.

C. Surface Water and Storm Water Management System Maintenance. The ~~Association~~CDD shall operate, maintain and repair the Surface Water and Storm Water Management System constructed over, through and upon the Property. There is hereby reserved in favor of the ~~Association~~CDD the right to enter upon the Common Area and the Lots for the purpose of operating, maintaining, repairing, and replacing the Surface Water and Storm Water Management System over, through and upon the Property. The ~~Association~~CDD shall be responsible for all costs associated with its obligations relating to the cleaning, maintenance, repairs and replacement of any portion of the Surface Water and Storm Water Management System as may be necessary to maintain the system in its original condition and use; provided that Owners shall be responsible, at such Owner's costs, for cleaning and conducting routine maintenance of any and all yard drains on such Owner's Lot. If such Owner fails to so clean or maintain the yard drains, then the ~~Association~~CDD shall have the right to conduct such cleaning or maintenance. In the event the ~~Association~~CDD fails to maintain the Surface Water and Storm Water Management System in accordance with this Declaration and/or the Water Management District Permit, then the Water Management District shall have the right to commence an enforcement action against the ~~Association~~CDD including, without limitation, monetary penalties and injunctive relief, to compel the ~~Association~~CDD to maintain the Surface Water and Storm Water Management System in accordance with this Declaration and/or the Water Management District Permit. The Water Management District Permit, together with any action(s) taken by the Water Management District with respect to the Water Management District Permit, shall be maintained by the ~~Association~~CDD.

It is prohibited to alter the grade of or original drainage plan for any parcel, Lot or tract, or change in the direction of, obstruct, or retard the flow of surface water drainage, or alter

or remove of any berm, pipe, ditch, weir, manhole, swale, and stormwater collection, storage and conveyance system unless expressly authorized by the Water Management District, [CDD](#), and City, County, or any other applicable governing entity. This provision shall be considered a restrictive covenant in favor of and enforceable by the Water Management District, [CDD](#), and the City, County, or any other applicable governing entity and in the event of a violation of this provision, the Water Management District, [CDD](#), and the City, County, or any other applicable governing entity shall have the right to obtain injunctive relief, seek damages, and assess fines and liens in the amount of the cost to remedy the prohibited action (including administrative costs and attorneys' fees and costs) against the violating person or entity and any property owned by such violating person or entity; provided however, such right shall not limit the Water Management District's, [CDD](#), and the City, County, or any other applicable governing entity's other available enforcement actions permitted by law or equity.

D. Common Sidewalk Maintenance. The Association shall be responsible for the maintenance, repair and replacement of all common sidewalks located upon the Property and there is hereby reserved in favor of the Association the right to enter upon any and all parts of the Property and Lots for such purpose.

E. Retention Areas and Littoral Zones. Neither the Association nor any Owner shall alter the slopes, contours, or cross-sections of the retention areas or littoral zones, or chemically, mechanically, or manually remove, damage or destroy any plants in any of the littoral zones or drainage easements except upon the written approval from Declarant, the Water Management District, the City, County, or any other applicable governing entity. The Association shall be responsible for maintaining the required survivorship and coverage of any planted littoral areas, to ensure the ongoing removal of prohibited and invasive non-native plant species from these areas, and to comply with all governmental regulations, including, without limitation, all permits issued by governmental and/or quasi-governmental authorities, applicable to the littoral zones, if any.

F. Alterations to Common Area. After the Turnover Date, the Association, by action of its Board, may make any minor and insubstantial alteration or Improvement to the Common Area having a cost not in excess of Twenty Five Thousand Dollars (\$25,000). All other alterations and Improvements must first be approved by at least two-thirds (2/3) of all Members represented in person or by proxy at a meeting called and held in accordance with the Bylaws. No alteration or Improvement may be made to the Common Area which materially and adversely affects the rights of the Owner of any Lot to the enjoyment of such Owner's Lot or the Common Area unless the Owner and all mortgagees holding recorded mortgages on such Lot consent thereto in writing. Prior to the Turnover Date, all alterations, changes or Improvements to the Common Area shall be in Declarant's sole and absolute discretion.

G. Maintenance Expenses. All expenses incurred by the Association [and CDD](#) in connection with the services, operation, maintenance, repair and replacement described in Paragraphs A through F, inclusive, are Operating Expenses, payable by each Owner under the provisions of this Declaration concerning Assessments. Should the maintenance, repair or replacement provided for in Paragraphs A through F of this Section 1 be caused by the negligence of or misuse by an Owner, such Owner's family, guests, servants, invitees, or tenants, such Owner shall be responsible therefor, and the Association shall have the right to levy an Assessment

against such Owner's Lot and said Assessment shall constitute a lien upon the appropriate Lot and Home with the same force and effect as liens for Operating Expenses.

H. Right of Entry. The Association has a reasonable right of entry upon any Lot to make emergency repairs and/or to do other work reasonably necessary for the proper maintenance and operation of the Community and shall not be guilty of a trespass related to such entry.

I. Maintenance Agreement with CDD. The Association may, from time to time, make and enter into a maintenance agreement with the CDD, whereby the Association may be responsible for the operation, maintenance, repair and replacement of certain Improvements and facilities located over, through and upon property owned by the CDD.

Section 2. BY THE OWNERS.

A. The Owner of each Lot must keep and maintain the Lot and the Improvements thereon, including the landscaping, irrigation, equipment and appurtenances in good order, condition and repair, and must perform promptly all maintenance and repair work within, upon and outside of such Owner's Lot and Home which, if omitted, could adversely affect the Community, the other Owners or the Association and its Members. The Owner of each Lot shall be responsible for any damages caused by a failure to so maintain such Lot, Improvements and Home. The Owners' responsibility for maintenance, repair and replacement shall include, but not be limited to, all of the physical structures constructed in, upon, above or below the Lot, and physical items attached or connected to such structures that run beyond the boundary line of the Lot which exclusively service or benefit the Lot and Home, and all landscaping installed on the Lot. Without limiting the generality of the foregoing, the Owner of each Lot shall keep all drainage structures (such as catch basins) located on the Owner's Lot clear of grass, leaves and other debris. Additionally, the painting, caulking and maintenance of the exterior surface of all walls, doors, windows and roof of the physical structure of the Home shall be performed by the Owner, and the exterior surface of such walls, doors, windows and roof shall at all times be maintained in a good and serviceable condition with no damage or other defect therein by the Owner. The Owner of a Lot further agrees to pay for all utilities (including, without limitation, those provided by the Community Systems), such as telephone, cable or satellite television, water, sewer, sanitation, electric, etc., that may be separately billed or charged to each Home. The Owner of each Lot shall be responsible for insect and pest control within the Home and the Lot. Whenever the maintenance, repair and replacement of any items which an Owner is obligated to maintain, repair or replace at such Owner's own expense is occasioned by any loss or damage which may be covered by any insurance maintained in force by the Association, the proceeds of the insurance received by the Association shall be used for the purpose of making such maintenance, repair or replacement, except that the Owner shall be, in said instance, required to pay such portion of the costs of such maintenance, repair and replacement as shall, by reason of the applicability of any deductibility provision of such insurance or otherwise, reduce the amount of the insurance proceeds applicable to such maintenance, repair or replacement.

All landscaped and grassed open areas on each Lot shall be irrigated by means of an automatic underground irrigation or sprinkling system capable of regularly and sufficiently watering all lawns and plantings within such open areas. The Owner of each Lot shall be

responsible for the maintenance, repair and replacement of such automatic underground irrigation or sprinkling system servicing such Owner's Lot at such Owner's own expense.

In addition to the foregoing, the Owner of each Home shall be required to maintain appropriate climate control, keep his or her Home clean, promptly repair any leaks and take necessary measures to retard and prevent mold, fungi, mildew and mycotoxins from accumulating in the Home. Each Owner shall be required to clean and dust such Owner's Home on a regular basis and to remove visible moisture accumulation on windows, window sills, walls, floors, ceilings and other surfaces as soon as reasonably possible and must not block or cover any heating, ventilation or air-conditioning ducts, and to properly maintain and have serviced on a regular basis, the Home's HVAC system. Each Owner of a Home shall be responsible for damage to such Owner's Home and personal property as well as any injury to the Owner of a Home and/or occupants of the Home resulting from the Owner's failure to comply with these terms. Each Owner of a Home shall be responsible for the repair and remediation of all damages to the Home caused by mold, fungi, mildew and mycotoxins. While the foregoing are intended to minimize the potential developments of molds, fungi, mildew and other mycotoxins, each Owner understands and agrees that there is no method for completely eliminating the development of same. Declarant does not make any representations or warranties regarding the existence or development of molds, fungi, mildew or mycotoxins, and each Owner on behalf of themselves and their family members, guests, invitees, tenants, successors and assigns shall be deemed to and by acceptance of a deed or title to the Home or by use of the Home, waives and expressly releases any such warranty and claims for loss or damages (including, without limitation, property damage and/or personal injury) resulting from the existence and/or development of same.

In addition to the above, Owners of all Homes shall be responsible to: fix leaks in and otherwise maintain, clean and repair the roofs of their Homes; replace any dead or obviously dying trees on their Lots; and maintain, repair and replace any approved fences on their Lots. Owners of Homes shall also clean, maintain, repair and replace the driveways located on their Lots and keep the sidewalks, if any, located on or contiguous to their Lots clean and free from any stains, trash, debris and/or impediments to pedestrian traffic.

B. If a Home is damaged by fire or other casualty, its Owner shall properly and promptly restore it to at least as good a condition as it was before the casualty occurred. Any such work shall be in accordance with the original plans and specifications of the Home unless otherwise authorized by the Board and shall be otherwise subject to all provisions of Article VIII hereof.

C. Each Owner shall keep such Owner's Home insured in an amount not less than its full insurable value against loss or damage by fire or other hazards. Evidence of such coverage shall be furnished to the Association promptly upon the Board's request.

D. Declarant has constructed a drainage swale upon each Lot for the purpose of managing and containing the flow of excess surface water if any, found upon such Lot from time to time. Each Owner shall be responsible for the maintenance, operation and repair of the swales on the Lot. Maintenance, operation and repair shall mean the exercise of practices, such as mowing and erosion repair, which allow the swales to provide drainage, water storage,

conveyance or other stormwater management capabilities as permitted by the Water Management District, City, County, or any other applicable governing entity. Filling, excavation, or the construction of fences on any Lot encumbered by a drainage easement upon which a drainage swale is located shall result in that Owner being solely responsible for the repair and maintenance of such drainage swale. Alteration, filling, obstruction or removal of any drainage swale or drainage control facility or structure is expressly prohibited. No alteration of the drainage swale shall be authorized and any damage to the drainage swale, whether caused by natural or human-induced phenomena, shall be repaired and the drainage swale returned to its former condition as soon as possible by the Owner(s) of the Lot(s) upon which the drainage swale is located.

E. The Owners shall be responsible for the sod, landscaping and irrigation system to the edge of the roadway, notwithstanding the fact that same may be included within any public right-of-way.

F. If an Owner fails to comply with the foregoing provisions of this Section 2, the Association may proceed in court to compel compliance. Further, if the failure to comply relates to the Owner's obligations to maintain insurance, the Association shall be entitled, although not obligated, to obtain the required coverage itself and to levy on the offending Owner an Assessment equal to the cost of premiums, and any such Assessment shall constitute a lien upon the applicable Lot and Home with the same force and effect as a lien for Operating Expenses.

G. If a failure to comply with the provisions of this Section 2 relates to the Owner's obligation to maintain and care for the Home, landscaping or any other area required to be maintained and cared for by the Owner, then, in addition to the exercise of all other remedies, the Association or Declarant shall have the right but not the obligation, upon fifteen (15) days written notice, to enter upon the Lot of the Owner for the purpose of performing the maintenance and care referred to, set forth and described in the notice, and to levy on the offending Owner an Assessment equal to the cost of performing such maintenance and care. Any such Assessment shall constitute a lien upon the applicable Lot and Home with the same force and effect as a lien for Operating Expenses. The determination of whether an Owner is failing to properly maintain and care for the property for which he or she has the maintenance responsibility under this Declaration or any of the other Community Documents shall be determined in the sole discretion of the Association or Declarant.

Section 3. DAMAGE TO BUILDINGS. The Owner of any Home which has suffered damage may apply to the Committee for approval for reconstruction, rebuilding, or repair of the Improvements therein. The Committee shall grant such approval only if, upon completion of the work, the exterior appearance of the Improvement(s) will be substantially similar to that which existed prior to the date of the casualty. If the obligation for repair falls upon the Association, the Committee approval will not be required prior to the commencement of such work, so long as the exterior appearance of the Improvement(s) will be substantially similar to that which existed prior to the date of the casualty.

The owner or owners of any damaged building (including, without limitation, the Owner of a Lot and/or Home), the Association, and the Committee shall be obligated to proceed with all

due diligence hereunder and the responsible parties shall commence reconstruction within three (3) months after the damage occurs and complete reconstruction within one (1) year after the damage occurs, unless prevented by causes beyond his or its reasonable control.

Declarant shall be exempt from the provisions of this Section 3; provided that any such reconstruction, rebuilding or repairs made by Declarant shall be consistent, as to the exterior appearance, with the Improvements as they existed prior to the damage or other casualty.

ARTICLE X

USE RESTRICTIONS

All of the Property shall be held, used, and enjoyed subject to the following limitations and restrictions, and any and all additional rules and regulations which may, from time to time, be adopted by the Association, except as provided in this Article X, Section 31 below:

Section 1. ENFORCEMENT. Failure of an Owner to comply with any limitations or restrictions in this Declaration or any of the Community Documents or with any rules and regulations promulgated by the Association's Board shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. Without limiting the generality of the foregoing, an Owner shall also be responsible for the payment of any and all Legal Fees incurred by the Association in connection with the enforcement of this Declaration or any of the Community Documents or with any rules or regulations promulgated by the Association, whether or not an action is actually begun. Any such Legal Fees shall be paid not later than thirty (30) days after written notice thereof and if not paid within such thirty (30) day period, shall constitute a lien upon the applicable Lot and Home with the same force and effect as a lien for unpaid Assessments.

In addition to all other remedies, the Association may suspend, for a reasonable period of time, any or all of the rights of an Owner or an Owner's tenants, guests or invitees to use Common Area and facilities (including, without limitation, cable television and other services provided by Community Systems); may suspend the voting rights of an Owner if such Owner is delinquent in payment of assessments for more than ninety (90) days; and may levy reasonable fines against any Owner or any Owner's tenant, guest or invitee for failure of such Owner, and/or such Owner's family, guests, invitees, tenants or employees to comply with any of the Community Documents, provided the following procedures are adhered to:

A. Notice. The Association shall notify the Owner in writing of the noncompliance and set forth the corrective action to be taken. A fine or suspension of use rights may not be imposed without written notice of at least fourteen (14) days to the Owner sought to be fined or suspended. The notice must include a description of the alleged violation; the specific action required to cure such violation, if applicable; and the hearing date, location and access information if held by telephone or other electronic means.

B. Hearing. Such hearing must be held within ninety (90) days after the issuance of the notice before a committee of at least three (3) members appointed by the Board who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother or sister of an officer, director, or employee of the Association. The committee may hold

the hearing by telephone or other electronic means. An Owner has the right to attend a hearing by telephone or other electronic means.

the committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed. Within seven (7) days after the hearing, the committee shall provide written notice to the Owner at his or her designated mailing or e-mail address in the Association's official records and, if applicable, any occupant, licensee, or invitee of the Owner, of the committee's findings related to the violation, including any applicable fines or suspensions that the committee approved or rejected, and how the Owner or any occupant, licensee, or invitee of the Owner may cure the violation, if applicable, or fulfill a suspension, or the date by which a fine must be paid; provided, however, that such date must be at least thirty (30) days after delivery of the written notice required in this paragraph. Payment. A fine shall be paid not later than five (5) days after notice of the imposition of the fine. Fines. At the Association's option, any fine may be levied on a daily basis in the event of a continuing violation without the necessity of a new hearing and without any limitation on the amount of such fine. If a violation has been cured before the hearing or in the manner specified in the written notice required in paragraph A or paragraph C, a fine or suspension may not be imposed. A fine shall be treated as an Assessment subject to the provisions of the collection of Assessments as otherwise set forth herein and provisions and limitations of the HOA Act. All monies received from fines shall be allocated as directed by the Board, subject always to the provisions of this Declaration. A fine of \$1,000 or more may become a lien against a Lot.

F. Failure to Pay Assessments. Notice and Hearing as provided in Paragraphs A and B above shall not be required with respect to the imposition of suspension of use rights or fines upon any Owner because of such Owner's failure to pay Assessments or other charges when due. The Association may send written notice of suspension of use rights to any Owner who is more than 90 days delinquent as to any monetary obligation due to the Association and such suspension shall remain in full force and effect until the monetary obligation owed to the Association is paid in full.

Access. Suspension of use rights to Common Area shall not impair the right of an Owner or tenant of a Lot and/or Home to have vehicular and pedestrian ingress to and egress from such Lot and/or Home, including, but not limited to, the right to park.

H. Attorneys Fees. If a violation and the proposed fine or suspension levied by the Board is approved by the committee and the violation is not cured or the fine is not paid per the written notice required in paragraph C above, reasonable attorney fees and costs may be awarded to the Association. Attorney fees and costs may not begin to accrue until after the date noticed for payment under paragraph C and the time for an appeal has expired.

I. Exemptions. Notwithstanding any provision herein to the contrary, no fine or suspension shall be levied for any of the acts described in Section 720.305(7) of the HOA Act.

Section 2. SINGLE-FAMILY USE. The Homes shall be for single-family use only. No commercial occupation or activity may be carried on in the Community except as such occupation or activity is permitted to be carried on by Declarant under this Declaration. A single-family is defined to mean any number of persons related by blood, marriage or adoption or

not more than two (2) unrelated persons living as a single housekeeping unit; provided however, that nothing herein shall restrict the residence of a caregiver living in a Home.

Section 3. HOMES OWNED BY ENTITIES OR UNRELATED PERSONS & MINIMAL USE OR LEASE DURATION. It is the intention that Homes be occupied for single-family use. In the event an entity owns a Home, the entity shall notify the Association in writing with the names of the family members who shall occupy the Home. In the event the Owners of the Home are unrelated either through blood, adoption or marriage, they shall be permitted to occupy the Home provided they live as a family unit similar to a husband and wife. No Home may be used as a rooming house, hostel, or hotel. Timesharing or other arrangements involving more than three ownership interests in a Lot (including ownership by more than three persons as joint tenants or tenants-in-common), or assigning separate use periods of less than seven (7) consecutive months' duration, are prohibited.

Section 4. NUISANCES. Subject to allowances for reasonable construction activities, no obnoxious or offensive activity shall be carried on, in or about the Lots or in or about any Improvements, Homes, or on any portion of the Community nor shall anything be done therein which may be or become an unreasonable annoyance or a nuisance to any Owner. No use or practice shall be allowed in or around the Homes which is a source of annoyance to Owners or occupants of Homes or which interferes with the peaceful possession or proper use of the Homes or Lots or the surrounding areas. No loud noises or noxious odors shall be permitted in any Improvements, Homes or Lots. Without limiting the generality of any of the foregoing provisions, there shall be no cooking in the garage, and no horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes), large power equipment or large power tools, noisy or smoky vehicles, unlicensed off-road motor vehicles or any items which may unreasonably interfere with television or radio reception of any Owner shall be located, used or placed on any Lot, or exposed to the view of other Owners without the prior written approval of the Board.

Section 5. PARKING AND VEHICULAR RESTRICTIONS. An Owner or a tenant, guest or invitee of such Owner may park his or her personal vehicle, including a pickup truck, in the Owner's driveway or in any other area at which the Owner or a tenant, guest or invitee of such Owner has a right to park as governed by State, County and municipal regulations. Parking of work vehicles, regardless of any official insignias or visible designations (so long as same do not constitute a Commercial Vehicle, as defined hereinafter), is permitted in the driveway of a Lot, to the extent mandated under Section 720.3075(3)(b) of the HOA Act.

A "first responder" (as defined in Section 112.1815(1), F.S.) who is an Owner or a tenant, guest or invitee of an Owner shall not be prohibited from parking such first responder's vehicle in the same locations within the Community as permitted for the vehicles of other Owners.

"Commercial Vehicles" are defined for purposes of this Declaration as vehicles defined in Section 320.01(25), F.S. Commercial Vehicles must be parked or stored so that they are not visible from the street or roadway or from any other Lot. Notwithstanding the foregoing, Commercial Vehicles may temporarily park on the driveway of a Lot or the street or roadway for delivery purposes, but

not to exceed a period of six (6) consecutive hours or such other period of time as mandated by the Association.

Section 6. NO IMPROPER USE. No improper, offensive, hazardous or unlawful use shall be made of any Home nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to any person using any portion of the Property. All valid laws, zoning ordinances, orders, rules, regulations, codes and other requirements of all applicable governing entities shall be observed. Violations of laws, ordinances, orders, rules, regulations, codes or other requirements of any applicable governing entity relating to any Home or Lot shall be corrected by, and at the sole expense of the Owner of said Home and/or Lot.

Section 7. LEASES. No portion of a Home (other than an entire Home) may be rented. No bed and breakfast facility may be operated out of a Home. No transient tenants may be accommodated in a Home. All leases or occupancy agreements of Homes (collectively, “**Lease Agreements**”) are subject to the provisions of this Article X, Section 7. All Lease Agreements shall be in writing. A copy of all Lease Agreements shall be provided to the Association. No Lease Agreement may be for a term of less than seven (7) months and a Home may not be leased more than twice in any calendar year. The lessee, as part of the Lease Agreement, shall agree to abide by and adhere to the terms and conditions of this Declaration together with all rules and regulations and all policies adopted by the Association. By acceptance of a deed to a Home, the Owner hereby agrees to remove, at the Owner’s sole expense, by legal means including eviction, his or her lessee should the lessee refuse or fail to abide by and adhere to this Declaration, the rules and regulations and any other policies adopted by the Association. During such time as a Home is leased, the Owner of such Home shall not enjoy the use privileges of the Common Areas appurtenant to such Home. Notwithstanding any inconsistent or contrary provision in the Declaration, if there are any FHA, VA or USDA insured loans affecting a Lot, and only for so long as any such loans affect the Lot, any restrictions in the Declaration on renting, subleasing, or reconveyance that violate any FHA, VA or USDA requirements shall not apply to such Lot or its Owner.

If a Home is occupied by a tenant and the Owner is delinquent in paying any monetary obligation due to the Association, pursuant to Section 720.3085(8), Florida Statutes, the Association may demand that the tenant pay to the Association the subsequent rental payments and continue to make such payments until all the monetary obligations of the Owner related to the Home have been paid in full to the Association and the Association releases the tenant or until the tenant discontinues tenancy in the Home. The liability of the tenant may not exceed the amount due from the tenant to the tenant’s landlord. The tenant shall be given a credit against rents due to the landlord in the amount of assessments paid to the Association. The Association may issue notice under Section 83.56, Florida Statutes, and sue for eviction under as if the Association were a landlord under part II of chapter 83 of Florida Statutes, if the tenant fails to pay a monetary obligation. However, the Association is not otherwise considered a landlord under chapter 83 of Florida Statutes and specifically has no obligations under Section 83.51, Florida Statutes.

In addition to any notice to a tenant of a Home permitted to be given by law, an Owner by acceptance of a deed to a Lot, does hereby irrevocably grant to the Association (and its officers, directors, designees, agents, and employees) and to any professional management or accounting firm providing management or accounting services to the Association, the right to notify, in

writing, the tenant of the Home of any delinquency by the Owner of the Home in payment of any monetary obligations due to the Association, including but not limited to the amount thereof. Further, each Owner hereby agrees and acknowledges that the disclosure of any of Owner's delinquent monetary obligations due to the Association, as provided in the preceding sentence, shall not be construed or be deemed to be a violation of the Fair Debt Collection Practices Act ("FDCPA") 15 U.S.C. Section 1692 et. seq.

Notwithstanding anything to the contrary herein, the leasing of a Home to a lessee shall not reduce or abate any Owner's obligations pursuant to this Declaration, or give any Owner the right to avoid any of the covenants, agreements, or obligations to be performed hereunder.

Section 8. ANIMALS. No animals of any kind, character, nature, or description shall be kept, raised, bred, or maintained on or upon any Lot; provided, however, that household, domesticated "Pets" (as that term is defined below), as allowed by the local government, may be kept on each Lot so long as they are not kept, raised, bred, or maintained thereon for any business or commercial purposes whatsoever. As used herein, the term "Pet(s)" shall mean and refer to birds, fish, dogs, cats, reptiles, insects, and all other non-human, non-plant living organisms, that are generally and commonly recognized as household and domestic pets in the City, County, or any other applicable governing entity, and shall expressly exclude livestock of domesticated or undomesticated animals, fowl, and poultry, e.g., horses, cows, pigs, donkeys, squirrels, etc. Exotic animals such as, but in no way limited to, snakes and big cats (e.g., tigers, cougars, etc.) are not considered Pets and are expressly prohibited. "Dangerous dogs", as that term is defined in Chapter 767 of the Florida Statutes, or as determined from time to time by the local government, are prohibited on the Property. Only a reasonable number of Pets, as established by the local government, may be kept on a Lot at any one time. Pets shall be sheltered inside buildings/improvements. No separate or exterior building/improvement for Pets shall be permitted on the Property. All Pets must be kept in a fully fenced area or leashed when outside of an building/improvement and shall not be permitted to run loose. Invisible dog fences or barriers, if allowed at all within the Community, must first be approved by the ACC. No Pet shall be permitted to remain on the Property if it or they disturb the tranquility of the Property, the Community, the Association, or the other Owners or residents (e.g., excessive dog barking), if it or they are unlawful, dangerous, annoying, or a nuisance to or destructive of wildlife, or if it or they are expressly excluded from the Property by the Board after Notice and Hearing. All owners of Pets are responsible for timely cleanup of Pet waste and the Board may elect to promulgate Rules and Regulations to enforce the same and other matters concerning Pets. Each Owner who determines to keep a Pet hereby agrees to indemnify the Association and Declarant and hold each of the Association and Declarant harmless against any loss or liability of any kind or character whatsoever arising from or growing out of such Owner having any animal on the Property.

Section 9. ADDITIONS AND ALTERATIONS. No Home shall be enlarged by any addition thereto or to any part thereof, and no Owner shall make any Improvement, addition, or alteration to the exterior of such Owner's Home, including, without limitation, the painting, staining, or varnishing of the exterior of the Home, including doors, garage doors, driveways and walkways, unless being painted, stained or varnished using the same color as originally installed, or if replacing the roof, garage door or entry doors using the same color and type as originally installed, without the prior written approval of: (i) the Committee as set forth in Article VIII of

this Declaration, which approval may be withheld for purely aesthetic reasons, and (ii) all applicable governing entities. Without limiting the generality of the foregoing, no planting, landscaping and/or Improvements whatsoever shall be installed or constructed in any drainage easements.

Section 10. INCREASE IN INSURANCE RATES. No Owner may engage in any action which may reasonably be expected to result in an increase in the rate of any insurance policy or policies covering or with respect to any portion of the Property not owned by such Owner.

Section 11. SLOPES AND TREES. No Owner may engage in any activity which will change the slope or drainage of a Lot including, without limitation, retention area slopes. No additional trees are permitted to be planted on the Property and no trees are permitted to be removed from the Property (other than dead or dying trees which are being replaced with trees of the same species) without the prior written consent of Declarant for as long as Declarant owns a Lot, and thereafter, without the prior written consent of the Committee. No Owner may alter the slopes, contours or cross-sections of the retention areas or littoral zones, or chemically, mechanically or manually remove, damage or destroy any plants in any littoral zones.

Section 12. SIGNS. No sign, display, poster, advertisement, notice, lettering or other advertising device of any kind whatsoever (including, without limitation, “For Sale”, “For Rent” or “By Owner” or any other signs for the sale or renting of homes) may be exhibited, displayed, inscribed, painted or affixed in public view of any portion of any building or other Improvement in the Property (including, without limitation, a Home) without the prior written consent of the Board, which consent may be given, withheld or conditioned in the sole and absolute discretion of the Board. Neither the Board nor the Committee shall consent to any type of “For Sale”, “For Rent”, “By Owner” or similar sign for the renting or sale of a Home so long as Declarant owns a Lot in the Community or so long as Declarant or any of Declarant’s affiliates (or any of their respective successors or assigns) are conducting sales and marketing of Homes in the Community or other communities developed or marketed by Declarant or its affiliates, whichever is later, unless Declarant consents in writing. Signs, regardless of size, used by Declarant or any of Declarant’s affiliates, or any of their successors or assigns, for advertising or marketing during the construction and sale period of the Community or other communities developed and/or marketed by Declarant or its affiliates and other signs authorized by Declarant shall be exempt from this Section 12. Such sign or signs as Declarant may be required to erect under the terms of an Institutional Mortgage shall also be exempt from this Section 12. An Owner may display one (1) security sign, provided by a contractor for security services, as permitted by the HOA Act. This provision may not be amended without the prior written consent of Declarant.

Section 13. TRASH AND OTHER MATERIALS. No rubbish, trash, garbage, refuse, or other waste material shall be kept or permitted on the Lots and/or Common Area, or other portions of the Property, except in sanitary, self-locking containers located in appropriate areas (i.e., areas not visible from the street or any other Lot other than at times of scheduled trash pick-up), and no odor shall be permitted to arise therefrom so as to render the Property or any portion thereof unsanitary, offensive, detrimental or a nuisance to Owners or to any other property in the vicinity thereof or to its occupants. No clothing or other household items shall be hung, dried, or aired in such a way as to be visible from the Common Area or another Lot. No

stripped vehicles, lumber or other building materials, grass, tree clippings, metals, scrap, automobile pieces or parts, refuse, or trash shall be stored or allowed to accumulate on any portion of the Property (except when accumulated during construction by Declarant and/or a Builder, during construction approved by the Committee, or when accumulated by the Association for imminent pick-up and discard).

Section 14. AUXILIARY STRUCTURES. No tent, shack, shed or other temporary building or Improvement (other than separate construction, service and sales trailers to be used by Declarant, Declarant's affiliates, and/or their respective agents and contractors, for the construction, service and sale in or of the Community or other communities) shall be placed upon any portion of the Property, either temporarily or permanently. Except as provided above, no trailer, motor home or recreational vehicle shall be: (a) used as a residence, either temporarily or permanently, or (b) parked upon the Property.

Section 15. OIL AND MINING OPERATIONS. No oil drilling, oil development operations, oil refining, boring or mining operations of any kind shall be permitted upon or on any Lot nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

Section 16. SEWAGE DISPOSAL. No individual sewage disposal system shall be permitted on any of the Property when a central sewage disposal system is being operated in accordance with the requirements of the governing entity. It is presently contemplated that a lift station will be constructed in the Community.

Section 17. WATER SUPPLY. No individual water supply system shall be permitted on any of the Property, provided that one or more central water supply systems are being operated in accordance with requirements of the applicable governing entity over said central system.

Section 18. FENCES. No fences may be erected, placed or maintained on any Lot unless approved in writing in advance by the Committee, even if in strict conformance with the requirements of this Declaration. Fences for lakefront Lots shall be black aluminum with a minimum height of four feet (4') and a maximum height of five feet (5'). Fencing for all other Lots shall be PVC which is tan in color with a maximum height of six feet (6').¹ The fencing must be placed no closer than five feet (5') from the rear of the Home and run along the inside of the property line. No chain link fence shall be placed on or permitted to remain on any Lot or any part thereof. In no event may the Committee approve any request for a fence to be placed in any drainage easement within the Property. Any fences installed by Declarant shall not be altered, modified or changed without the Committee's prior written consent. The Owner assumes complete responsibility to maintain the fence, including, but not limited to, trimming any grass, ivy or other plants from the fence and the gate. In the event the Committee approves the installation of a fence, it shall also have the right to require installation of landscaping, also subject to the Committee's approval, at the time the fence is installed, which if approved, is required to be placed on the inside of the fence. No Owner shall be permitted to attach to any

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perimeter fence or wall located within any of the Buffers, or to otherwise fence-in or enclose any portion of a Buffer or other Common Area.

Notwithstanding that an Owner has obtained the approval of the Committee to install a fence or landscape materials, as provided hereinabove, such installation shall be at the Owner's sole risk so long as Declarant has not yet begun or is engaged in the construction of a Home on an adjacent Lot. In the event such construction activity on an adjacent Lot causes damage to or destruction of such Owner's fence or landscape materials or any part thereof, the Owner on whose Lot the fence and/or landscaping has been damaged shall be required, at the Owner's expense, to repair or replace such fence and/or landscape materials in conformance with the requirements of the Committee's approval of the initial installation of the fence and/or landscape materials and Declarant shall have no liability for any such damage or destruction. Such repair or replacement shall commence as soon as construction on the adjacent Lot has been completed and shall be pursued to completion with due diligence. For purposes of this paragraph, the term "landscape materials" shall include landscape materials located on or adjacent to any property line of a Lot, including, by way of example and not of limitation, hedges, shrubs and trees, whether associated with a fence or not.

In addition, the installation of any fence placed upon any Lot is subject to easements which run with the land. In the event that any fence is approved by the Committee and is permitted to cross any such easements, such Committee's approval is still subject to Owner first receiving written approval from the grantee of such easements and any other applicable governing entity. In the event the grantee of any such easement which runs with the land (i.e., utility provider or the City, County, or any other applicable governing entity), its successors and/or assigns, requires the removal of any fence upon the Lot, then the Owner of said Lot shall, at the Owner's sole cost and expense, immediately remove the fence. The Owner of a Lot, when installing any fence upon the Lot, shall comply with all valid laws, zoning ordinances, codes, rules and regulations of all applicable governing entities, as applicable, in addition to the Committee approval required by Article VIII hereof.

Section 19. ANTENNAE. No outside television, radio, or other electronic towers, aerials, antennae, satellite dishes or device of any type for the reception or transmission of radio or television broadcasts or other means of communication shall hereafter be erected, constructed, placed or permitted to remain on any portion of the Property or upon any improvements thereon, unless expressly approved in writing by the Association. The foregoing prohibition shall not apply to those satellite dishes that are one (1) meter (39.37 inches) in diameter or less, and specifically covered by 47 C.F.R. Part 1, Subpart S, Section 1.4000, as amended, promulgated under the Telecommunications Act of 1996, as amended from time to time. The Association is empowered to adopt, and amend from time to time, rules governing the types of antennae which may be permitted and restrictions relating to safety, location and maintenance of antennae. The Association may also adopt (and amend from time to time) and enforce reasonable rules limiting installation of permissible satellite dishes or antennae to certain specified locations, not visible from the street or neighboring properties, and integrated with the Property and surrounding landscape, to the extent that reception of an acceptable signal would not be unlawfully impaired by such rules and provided the cost of complying with such rules would not unreasonably increase the cost of installation of permissible satellite dishes or antennae. Any permissible satellite dishes or antennae shall be installed in compliance with all federal, state and local laws

and regulations, including zoning, land-use and building regulations and shall be installed at the rear side of the Home to avoid street view. Further, any Owner desiring to install permissible satellite dishes or antennae may, but is not obligated to, submit plans and specifications for same to the Committee to ensure compliance with the Association's rules governing the types of permissible satellite dishes and antennae and restrictions relating to safety, location and maintenance of satellite dishes and antennae. This Section 19 shall not apply to Declarant.

Section 20. IMPROVEMENTS. No Improvements of any kind including, without limitation, any building, walkways, recreation areas and facilities, parking areas, berms, fountains, sprinkler systems, gatehouses, streets, drives, roads, roadways, driveways, fences, retaining walls, underground footers and other foundation supports, stairs, landscaping, trees, hedges, plantings, poles, shed, play structure, tennis court, basketball courts, backboards and hoops, soccer goals, jogging, bicycling and walking paths, swing sets, gym sets, athletic/play equipment, site and perimeter walls, gazebos, benches, mailboxes, topographical feature, landscaping, lawn sculpture, fence, swimming pool, covered patios, screened enclosure, Street Lights and signs, shall be erected, placed or maintained, and no addition, alteration, modification or change to any such Improvement shall be made without the prior written approval of the Committee, including, but not limited to, painting the Home, replacing the roof using a different type or color than the roof originally installed, or replacing a garage door or entry doors using a different color and type than originally installed.

Section 21. FLAGS. An Owner may display one portable, removable United States flag or official flag of the State of Florida in a respectful manner, and one portable, removable official flag, in a respectful manner, not larger than 4½ feet by 6 feet, which represents the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, or a POW-MIA flag. An Owner may erect a freestanding flagpole no more than 20 feet high on any portion of the Owner's Lot if the flagpole does not obstruct sightlines at intersections and is not erected within or upon an easement. The Owner may further display in a respectful manner from that flagpole, one official United States flag, not larger than 4½ feet by 6 feet, and may additionally display one official flag of the State of Florida or the United States Army, Navy, Air Force, Marines, or Coast Guard, or a POW-MIA flag. Such additional flag must be equal in size to or smaller than the United States flag. The flagpole and display are subject to all building codes, zoning setbacks, and other applicable governmental regulations, including, but not limited to, noise and lighting ordinances in the City, County, or any other applicable governing entity and all setback and locational criteria contained in this Declaration.

Section 22. GARAGES. No garage shall be erected which is separate from the Home. No garage shall be permanently enclosed so as to make such garage unusable by an automobile, and no portion of a garage originally intended for the parking of an automobile shall be converted into a living space or storage space and no garage opening shall have a screen covering without the consent of the Association. All garage doors shall remain closed when vehicles are not entering or leaving the garage.

Section 23. HURRICANE SHUTTERS. No hurricane shutters may be installed without the prior written consent of the Association and the Committee, which consent may not be unreasonably withheld. If the installation of hurricane shutters is made which does not conform

to the specifications approved by the Association and the Committee, then the hurricane shutters will be made to conform by the Association at the Owner's expense or they shall be removed.

Approved hurricane shutters shall not be installed or closed, as applicable, before the issuance of a hurricane watch by the National Hurricane Center encompassing any portion of the Community, and shall be removed no later than ten (10) days after the cessation of a hurricane watch or warning for same ("**Hurricane Shutter Time Period**").

Each Owner who plans to be absent from his or her Home during the hurricane season must prepare his or her Lot prior to such Owner's departure by (a) removing all furniture, potted plants and other movable objects from his or her porch, balcony or patio, if any; (b) designating a responsible firm or individual satisfactory to the Association to install and remove approved hurricane shutters in accordance with the Hurricane Shutter Time Period requirements; and (c) designating a responsible firm or individual satisfactory to the Association to care for the Home should the Home suffer hurricane damage. Such firm or individual shall contact the Association for clearance to install or remove hurricane shutters.

Section 24. WINDOW DECOR. No newspaper, aluminum foil, sheets or other temporary window treatments shall be permitted. Window tinting is permitted provided that the type and method of tinting is first approved by the Committee.

Section 25. BASKETBALL BACKBOARDS. No garage, roof mounted, or in-ground mounted basketball backboards are permitted. Temporary or portable basketball backboards shall be permitted so long as they are stored in the garage when not in use.

Section 26. YARD SALES. No yard sales, garage sales or neighborhood sales shall be permitted on any Lot or any other area in the Community unless approved in writing by the Board.

Section 27. ENERGY CONSERVATION EQUIPMENT. All solar heating apparatus must conform to the standards set forth in the HUD Intermediate Minimum Property Standards Supplement, Solar Heating, and domestic Water Systems. No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed unless it is an integral and harmonious part of the architectural design of a structure, as reasonably determined by the Committee. No solar panel, vents, or other roof-mounted, mechanical equipment shall project more than 1.5 feet above the surface of the roof of a Home; and all such equipment shall be painted consistent with the color scheme of the roof of the Home. This provision is not intended to prohibit the use of solar energy devices.

Section 28. BOARD'S RULE MAKING POWER. The foregoing use restrictions shall not be deemed to be all inclusive nor restrict the right of the Association to adopt such reasonable rules and regulations governing the use of any portion of the Community as the Board may determine from time to time, provided that such rules and regulations: (i) are not in conflict with the provisions hereof; (ii) apply equally to all lawful residents of the Community without discriminating on the basis of whether a Home is occupied by an Owner or his or her lessee; and (iii) for so long as Declarant holds any Homes within the Community for sale in the ordinary

course of its business, have the prior written approval of Declarant. Declarant has the right to approve any rule or modification thereof.

Section 29. COMPLIANCE WITH DOCUMENTS. Each Owner and their family members, guests, and invitees shall be bound by and abide by the Community Documents. The conduct of the foregoing parties shall be considered to be the conduct of the Owner responsible for, or connected in any manner with, such individual's presence within the Community. Such Owner shall be liable to the Association and shall pay the cost of any maintenance, repair or replacement of any real or personal property located on the Property rendered necessary by his or her act, neglect or carelessness, or by that of any other of the foregoing parties as a Special Assessment.

Section 30. NO IMPLIED WAIVER. The failure of the Association or Declarant to object to an Owner's or other party's failure to comply with the covenants or restrictions contained herein or any other the Community Document (including the rules now or hereafter promulgated) shall in no event be deemed a waiver by Declarant or the Association or of any other party having an interest in the Property of its right to object to same and to seek compliance in accordance with the provisions of the Community Documents.

Section 31. DECLARANT EXEMPTION. Declarant plans to undertake the work of constructing Homes and Improvements upon the Property and may undertake the work of constructing other buildings upon adjacent land or other property being developed or marketed by Declarant or its affiliates. The completion of the aforementioned work and the sale, rental and other transfer of Homes by Declarant and Declarant's affiliates are essential to the establishment and welfare of the Property as a residential community. In order that such work may be completed and a fully occupied community established as rapidly as possible, neither the Owners, the Association, nor the Committee shall do anything whatsoever to interfere with any of Declarant's or Declarant's affiliates' activities relating to the selling or constructing of Homes and Improvements upon the Property, the selling or constructing of other buildings upon adjacent land or any other property being developed or marketed by Declarant or any of Declarant's affiliates, or the sale, rental and/or other transfer of Homes by Declarant or any of Declarant's affiliates. In this respect, Declarant hereby reserves the right for itself and its employees, agents, licensees, and invitees to come upon any and all portions of the Property (including, without limitation, the Common Area as well as a Lot even after the same has been conveyed to an Owner) as may be necessary or convenient to enable Declarant to carry on its work and other activities including, without limitation, Declarant's development and construction of the Community and the Homes therein.

In general, the restrictions and limitations set forth in this Article XI shall not apply to Declarant or to Lots and Homes owned by Declarant. Declarant shall specifically be exempt from any restrictions which interfere in any manner whatsoever with Declarant's plans for development, construction, sale, lease, or use of the Property and to the Improvements thereon. Declarant shall be entitled to injunctive relief for any actual or threatened interference with its rights under this Article XI in addition to whatever remedies at law to which it might be entitled.

ARTICLE XI
DAMAGE OR DESTRUCTION TO COMMON AREA

Damage to or destruction of all or any portion of the Common Area shall, notwithstanding any provision in this Declaration to the contrary, be handled as follows:

A. If insurance proceeds are sufficient to effect total restoration of damaged or destroyed Common Area, then the Association shall cause such Common Area to be repaired and reconstructed substantially as it previously existed.

B. If insurance proceeds are insufficient to effect total restoration, and the cost of restoration exceeds such proceeds by Twenty-Five Thousand Dollars (\$25,000.00) or less, then the Association shall cause the Common Area to be repaired and reconstructed substantially as it previously existed and the difference between the insurance proceeds and the actual cost shall be levied as a Special Assessment proportionately against each of the Lots in accordance with the provisions of Articles VI and VII herein.

C. If the insurance proceeds are insufficient to effect total restoration and the cost of restoration of the Common Area exceeds said proceeds by over One Hundred Thousand Dollars (\$100,000.00), then by the written consent or vote of a majority of the voting interests, they shall determine whether: (i) to rebuild and restore either: (a) in substantially the same manner as the Improvements existed prior to the damage or destruction; or (b) in a manner less expensive, and in the event of (a) or (b) to raise the necessary rebuilding and restoration funds by levying pro rata restoration and construction Special Assessments against all Lots; or (ii) to not rebuild and to retain available insurance proceeds. In the event it is decided that the damaged or destroyed Common Area shall not be rebuilt, the remains of any structure or structures shall be torn down and hauled away, so as not to be a safety hazard or visual nuisance, and the land shall be fully sodded and landscaped or otherwise treated in an attractive manner. Notwithstanding anything contained herein to the contrary, any decision not to rebuild or to rebuild in a manner which would result in a change in the Improvements shall not be effective without the prior written approval of Declarant (which approval shall be given, conditioned or withheld in Declarant's sole and absolute discretion) as long as Declarant owns any portion of the Property.

D. Each Owner shall be liable to the Association for any damage to the Common Area not fully covered or collected by insurance which may be sustained by reason of the negligence or willful misconduct of said Owner or of such Owner's family, tenants, invitees and guests, both minors and adults.

E. In the event that the repairs and replacements were paid for by any Special Assessments as well as insurance proceeds and regular Assessments, then, if after the completion of and payment for the repair, replacement, construction or reconstruction there shall remain any excess in the hands of the Association, it shall be presumed that the monies disbursed in payment of any repair, replacement, construction and reconstruction were first disbursed from insurance proceeds and regular Assessments and any remaining funds shall be deemed to be the remaining Special Assessments which shall be returned to the Owners by means of a *pro rata* distribution in accordance with the collection of such Special Assessments.

ARTICLE XII

INSURANCE AND CONDEMNATION

The Association shall purchase and maintain the following insurance coverages subject to the following provisions, and the cost of the premiums therefor shall be a part of the Operating Expenses:

A. Casualty Insurance. Property and casualty insurance in an amount equal to the then full replacement cost, exclusive of land, foundation, excavation and other items normally excluded from such coverage, of all Improvements and personal property which are owned by the Association and now or hereafter located upon the Common Area, which insurance shall afford protection against such risks, if any, as shall customarily be covered with respect to areas similar to the Common Area in developments similar to the Community in construction, location and use.

B. Public Liability Insurance. A comprehensive policy of public liability insurance naming the Association, the City, County, or any other applicable governing entity and, until Declarant no longer owns any Lot with the Property, Declarant as named insureds thereof insuring against any and all claims or demands made by any person or persons whomsoever for personal injuries or property damage received in connection with, or arising from, the operation, maintenance and use of the Common Area and any Improvements located thereon, and for any other risks insured against by such policies with limits of not less than One Million Dollars (\$1,000,000.00) for damages incurred or claimed by any one person for any one occurrence; not less than Three Million Dollars (\$3,000,000.00) for damages incurred or claimed by more than one person for any one occurrence; and for not less than Fifty Thousand Dollars (\$50,000.00) property damage per occurrence with no separate limits stated for the number of claims. The insurance shall not include any exclusion that would deny coverage from the operation of sewer lines and shall provide thirty (30)- day written notice to the City, County, or any other applicable governing entity prior to cancellation or modification of any insurance referred to herein. The Association may also obtain worker's compensation insurance and other liability insurance including, but not limited to, insurance for lawsuits related to employment contracts in which the Association is a party, as it may deem desirable.

C. Fidelity Coverage. Adequate fidelity coverage to protect against dishonest acts of the officers and employees of the Association and the Board and all others who handle and are responsible for handling funds of the Association shall be maintained in the form of fidelity bonds, which requirements shall be reasonably determined by the Board.

D. Directors' Coverage. Directors' and officers' liability coverage, which coverage shall be effective from and after the date the Association is created and the amount of which shall be determined by the Board, from time to time.

E. Other Insurance. The Board may obtain such other forms of insurance as the Board may determine and in such coverage amounts as the Board shall determine to be required or beneficial for the protection or preservation of the Common Area and any

Improvements now or hereafter located thereon or in the best interests of the Association and/or its officers and directors.

Section 2. CANCELLATION OR MODIFICATION. All insurance policies purchased by the Association shall provide that they may not be canceled (including for nonpayment of premiums) or substantially modified without at least ten (10) days prior written notice to the Association and to each first mortgage holder, if any, named in the mortgage clause.

Section 3. FLOOD INSURANCE. If determined appropriate by the Board or if required by an Institutional Mortgagee, a master or blanket policy of flood insurance covering the Common Area, if available under the National Flood Insurance Program, shall be purchased, which flood insurance shall be in the form of a standard policy issued by a member of the National Flood Insurers Association, and the amount of the coverage of such insurance shall be the lesser of the maximum amount of flood insurance available under such program, or one hundred percent (100%) of the current replacement cost of all buildings and other insurable property located in the flood hazard area.

Section 4. CONDEMNATION. In the event the Association receives any award or payment arising from the taking of any Common Area or any part thereof as a result of the exercise of the right of condemnation or eminent domain, the net proceeds thereof shall first be applied to the restoration of such taken areas and improvements thereon to the extent deemed advisable by the Board and approved by at least two-thirds (2/3) of the total voting interests, and the remaining balance thereof, if any, shall then be distributed pro rata to Owners and mortgagees of Lots as their respective interests may appear.

Section 5. WAIVER OF SUBROGATION. As to each policy of insurance maintained by the Association which will not be voided or impaired thereby, the Association hereby waives and releases all claims against the Board, the Owners, Declarant and the agents and employees of each of the foregoing, with respect to any loss covered by such insurance, whether or not caused by negligence of or breach of any agreement of said persons, but only to the extent that such insurance proceeds are received in compensation for such loss.REQUIRED OWNER INSURANCE. Each Owner shall be required to obtain and maintain adequate insurance on its Home. Such insurance shall be sufficient for necessary repair or reconstruction work. Upon the request of the Association, each Owner shall be required to supply the Board with evidence of insurance coverage on its Home which complies with the provisions of this Section. Without limiting any other provision of this Declaration or the powers of the Association, the Association shall specifically have the right to bring an action to require an Owner or Builder to comply with their obligations hereunder. Notice and disclosure is hereby given that homeowners' insurance policies do not include coverage for damage resulting from floods. Owner is encouraged to discuss the need to purchase separate flood insurance coverage with Owner's insurance agent. For the purposes of this disclosure, the term "flooding" means a general or temporary condition of partial or complete inundation of the property caused by any of the following: (a) the overflow of inland or tidal waters, (b) the unusual and rapid accumulation of runoff or surface waters from any established water source, such as a river, stream, or drainage ditch, or (c) sustained periods of standing water resulting from rainfall.

ARTICLE XIII

GENERAL PROVISIONS

Section 1. CONFLICT WITH OTHER COMMUNITY DOCUMENTS. In the event of any conflict between the provisions of this Declaration and the provisions of the Articles and/or Bylaws and/or rules and regulations promulgated by the Association, the provisions of this Declaration, the Articles, the Bylaws and the rules and regulations shall control, in that order.

Section 2. NOTICES. Any notice or other communication required or permitted to be given or delivered hereunder shall be deemed properly given and delivered upon the mailing thereof by United States mail, postage prepaid, to: (i) each Owner, at the address of the person whose name appears as the Owner on the records of the Association at the time of such mailing and, in the absence of any specific address, at the address of the Home owned by such Owner; (ii) the Association, certified mail, return receipt requested, at 2600 Lake Lucien Drive, Suite 350, Maitland, FL 32751, or such other address as the Association shall hereinafter notify Declarant and the Owners of in writing; and (iii) Declarant, certified mail, return receipt requested, at 2600 Lake Lucien Drive, Suite 350, Maitland, FL 32751, or such other address or addresses as Declarant shall hereafter notify the Association of in writing, any such notice to the Association of a change in Declarant's address being deemed notice to the Owners.

Section 3. ENFORCEMENT. The covenants and restrictions herein contained may be enforced by Declarant (so long as Declarant holds an equitable or legal interest in any Lot and/or Home), the Association, any Owner and any Institutional Mortgagee holding a mortgage on any portion of the Property in any judicial proceeding seeking any remedy recognizable at law or in equity, including damages, injunction or any other form of relief against any person, firm or entity violating or attempting to violate any covenant, restriction or provision hereunder. The failure by any party to enforce any such covenant, restriction or provision herein contained shall in no event be deemed a waiver of such covenant, restriction or provision or of the right of such party to thereafter enforce such covenant, restriction or provision. The prevailing party in any such litigation shall be entitled to reimbursement of all costs thereof including, but not limited to, Legal Fees, from the non-prevailing party.

Section 4. INTERPRETATION. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development of a residential community and for the maintenance of Common Area. Article, Section and Paragraph captions, headings and titles inserted throughout this Declaration are intended as a matter of convenience only and in no way shall such captions, headings or titles define, limit or in any way affect the subject matter or any of the terms and provisions thereunder or the terms and provisions of this Declaration.

Whenever the context so requires or permits, any pronoun used herein may be deemed to mean the corresponding masculine, feminine or neuter form thereof, and the singular form of any nouns and pronouns herein may be deemed to mean the corresponding plural form thereof and vice versa.

Section 5. SEVERABILITY. In the event any of the provisions of this Declaration shall be deemed invalid by a court of competent jurisdiction, said judicial determination shall in no way

affect any of the other provisions hereof, which shall remain in full force and effect, and any provisions of this Declaration deemed invalid by a court of competent jurisdiction by virtue of the term or scope thereof shall be deemed limited to the maximum term and scope permitted by law. In the event that any court should hereafter determine that any provision of this Declaration is in violation of the rule of property known as the “rule against perpetuities” or any other rule of law because of the duration of a time period, such provision shall not thereby become invalid, but instead the duration of such time period shall be reduced to the maximum period allowed under such rule of law, and in the event the determination of the duration of such time period requires measuring lives, such measuring life shall be that of the incorporator of the Association.

Section 6. CERTAIN RIGHTS OF DECLARANT. Notwithstanding anything to the contrary herein contained, no CDD Improvements or Improvements constructed or installed by Declarant shall be subject to the approval of the Association or the Owners or the provisions and requirements of this Declaration, although it is the intent of Declarant to create a community with a common scheme of development. Notwithstanding the other provisions of this Declaration, Declarant reserves for itself and its affiliates, and Declarant, its affiliates and its nominees shall have, the right to enter into and transact on the Property any business necessary to consummate the sale, lease or encumbrance of Homes or real property within or outside the Community, including, but not limited to, the right to maintain models and a sales and/or leasing office, a construction office and/or a service office, place signs, employ sales, leasing, construction and service personnel, use the Common Area and show Homes, and Declarant further reserves the right to make repairs to the Common Area and to carry on construction activity for the benefit of the Property. Declarant, its successors and/or assigns, shall have access to the Common Area and other facilities at all times during the Development and Sale Period and the Association shall not impede any such access, and no Owner or the Association shall do any act which may interfere with Declarant having access to the Common Area and other facilities. Until such time as Declarant no longer owns any portion of the Property, Declarant shall be allowed to use the Common Area and other facilities for sales meetings and sales related functions and for other business purposes or functions Declarant determines in its sole discretion. Declarant, its affiliates and their respective nominees, may exercise the foregoing rights without notifying the Association and/or the Owners. Any such models, sales and/or leasing office, construction office, service office, signs and any other items pertaining to such sales, leasing, construction or service efforts shall not be considered a part of the Common Area and shall remain the property of Declarant. In addition, Declarant hereby has, shall have and hereby reserves the right to enter upon the Common Area (including, without limitation, all drainage easements and utility easements, whether located on a Lot or Common Area) in order for Declarant to final-out and/or close-out any and all approvals, permits, orders, conditions and/or requirements that have been issued or imposed by any governing entity in connection with the development and construction of the Community and all Improvements therein, and for Declarant to comply and adhere to the same, and such rights shall survive the date of Turnover and continue for such period of time as is necessary for Declarant to fully comply with all such governmentally issued approvals, permits, orders, conditions and/or requirements. Without limiting the generality of the foregoing, in exercising any such rights, Declarant shall have the right to remove and/or relocate any and all items (including, without limitation, landscape materials, fences and/or other Improvements) that may be required to be removed and/or relocated to final-out and/or close-out any and all such approvals, permits, orders, conditions and/or requirements without compensation to the Association or the Owners. This Section 6

may not be suspended, superseded or modified in any manner by any amendment to this Declaration unless such amendment is consented to in writing by Declarant. This right of use and transaction of business as set forth herein and the other rights reserved by Declarant in the Community Documents may be assigned in writing by Declarant in whole or in part. For the purposes of this Section 6 and the terms of Article II applicable to the annexation of Additional Property hereunder by Declarant, the term “**Declarant**” shall include any “**Lender**” which has loaned money to Declarant to acquire or construct Improvements upon the Property, or its successors and assigns if such Lender, its successors or assigns, acquires title to any portion of the Property as a result of the foreclosure of any mortgage encumbering any portion of the Property securing any such loan to Declarant, or acquires title thereto by deed in lieu of foreclosure. The rights and privileges of Declarant as set forth in this Section 6 are in addition to, and are no way a limit on, any other rights or privileges of Declarant under any of the Community Documents.

Declarant shall also have the right, but not the obligation, to conduct inspections and tests from time to time of all or any portion of the Common Area in order to ascertain the physical condition of the Improvements and to determine if maintenance, repair or replacement of any such Improvement is necessary. If Declarant conducts any such tests or inspections, it shall pay all costs thereof and restore the affected portion of the Property to its condition immediately prior to the inspections and tests. Declarant shall have such rights of entry on, over, under, across and through the Property as may be reasonably necessary to exercise the rights described in this Section 6. Declarant’s right of inspection shall exist whether or not the Turnover Date has occurred. In the event Declarant exercises its inspection right, it is acknowledged by the Association and all Owners that Declarant is performing any such inspection for its own benefit and not for the benefit of the Association and/or the Owners and further, Declarant shall have no obligation to inform the Association and/or the Owners of the result of any such inspection.

ALL OWNERS, OCCUPANTS AND USERS OF ANY PORTION OF THE COMMUNITY ARE HEREBY PLACED ON NOTICE THAT DECLARANT AND/OR ITS AGENTS, CONTRACTORS, SUBCONTRACTORS, LICENSEES AND OTHER DESIGNEES MAY BE, FROM TIME TO TIME, CONDUCTING EXCAVATION, CONSTRUCTION AND OTHER ACTIVITIES WITHIN OR IN PROXIMITY TO THE COMMUNITY. BY THE ACCEPTANCE OF THEIR DEED, TITLE OR OTHER CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSE OR OTHER INTEREST, AND BY USING ANY PORTION OF THE COMMUNITY, EACH SUCH OWNER, OCCUPANT AND USER, FOR THEMSELVES AND EACH OF THEIR RESPECTIVE HEIRS, LEGAL REPRESENTATIVES AND ASSIGNS AUTOMATICALLY ACKNOWLEDGES, STIPULATES AND AGREES AS FOLLOWS: (i) THAT NONE OF THE AFORESAID ACTIVITIES SHALL BE DEEMED NUISANCES OR NOXIOUS OR OFFENSIVE ACTIVITIES, HEREUNDER OR AT LAW GENERALLY; (ii) NOT TO ENTER UPON, OR ALLOW THEIR CHILDREN OR OTHER PERSONS UNDER THEIR CONTROL OR DIRECTION TO ENTER UPON (REGARDLESS OF WHETHER SUCH ENTRY IS A TRESPASS OR OTHERWISE) ANY PROPERTY WITHIN OR IN PROXIMITY TO THE COMMUNITY WHERE THE AFORESAID ACTIVITIES ARE BEING CONDUCTED (EVEN IF NOT BEING ACTIVELY CONDUCTED AT THE TIME OF ENTRY, SUCH AS AT NIGHT OR OTHERWISE DURING NON-WORKING HOURS), (iii) THAT THE OWNER, OCCUPANT OR USER IS AT RISK OF SUFFERING INJURY TO BOTH THEIR PERSON AND/OR PROPERTY AS A RESULT OF ENTRY UPON ANY PROPERTY WITHIN

OR IN PROXIMITY TO THE COMMUNITY WHERE THE AFORESAID ACTIVITIES ARE BEING CONDUCTED. EACH OWNER, OCCUPANT AND USER EXPRESSLY ASSUMES FULL RESPONSIBILITY FOR THE RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE SUFFERED AS A RESULT OF THE AFORESAID CONSTRUCTION AND OTHER ACTIVITIES; (iv) THAT EACH OWNER, OCCUPANT AND USER HEREBY RELEASES, WAIVES, DISCHARGES AND HOLDS HARMLESS DECLARANT, ITS PARTNERS AND AFFILIATES, AND ITS BOARD SUPERVISORS AND STAFF, AND EACH OF THEIR RESPECTIVE PARTNERS, AFFILIATES, SHAREHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONTRACTORS, SUBCONTRACTORS, SUCCESSORS AND ASSIGNS, AND ANY SUBSEQUENT DECLARANT (THE "RELEASED PARTIES") FROM ALL LOSSES, CLAIMS, COSTS, LIABILITIES, DAMAGES (INCLUDING COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE AND INCLUDING, BUT NOT LIMITED TO, PROPERTY DAMAGE, BODILY INJURY OR DEATH, WHETHER CAUSED BY NEGLIGENCE ON THE PART OF ANY OR ALL OF THE RELEASED PARTIES OR ANYONE ELSE), AS A RESULT OF, ARISING OUT OF, OR IN CONNECTION WITH THE AFORESAID CONSTRUCTION AND OTHER ACTIVITIES; (v) ANY PURCHASE OR USE OF ANY PORTION OF THE COMMUNITY HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING; AND (vi) THAT THIS ACKNOWLEDGMENT AND AGREEMENT IS A MATERIAL INDUCEMENT TO DECLARANT TO SELL, CONVEY, LEASE AND/OR ALLOW THE USE OF THE APPLICABLE PORTION OF THE COMMUNITY.

Section 7. DISPUTES AS TO USE. In the event there is any dispute as to whether the use of the Property or any portion or portions thereof complies with the covenants, restrictions, easements or other provisions contained in this Declaration, such dispute shall be referred to the Board, and a determination rendered by the Board with respect to such dispute shall be final and binding on all parties concerned therewith. Notwithstanding anything to the contrary herein contained, any use by Declarant of the Property shall be deemed a use which complies with this Declaration and shall not be subject to a contrary determination by the Board.

Section 8. AMENDMENT AND MODIFICATION. The process of amending or modifying this Declaration shall be as follows:

A. Until the Turnover Date, all amendments or modifications shall only be made by Declarant without the requirement of the Association's consent or the consent of the Owners so long as such amendments or modifications do not materially impair the common plan of development of the Community; provided, however, that the Association shall, forthwith upon request of Declarant, join in any such amendments or modifications and execute such instruments to evidence such joinder and consent as Declarant shall, from time to time, request.

B. After the Turnover Date, this Declaration may be amended by: (i) the consent of the Owners owning at least two-thirds (2/3) of all Lots (the "**Owners Approval Threshold**"); together with (ii) the approval or ratification of a majority of the Board. The aforementioned consent of the Owners owning the Owners Approval Threshold may be evidenced by a writing signed by the required number of Owners or by the affirmative vote of the required number of Owners at any regular or special meeting of the Association called and held in

accordance with the Bylaws and evidenced by a certificate of the Secretary or an Assistant Secretary of the Association. Notwithstanding the forgoing, after the Turnover Date, the Owners Approval Threshold shall be Owners owning at least eighty percent (80%) of all Lots with respect to any amendment to any of the following:

- (i) This Section 8(B) of Article XII;
- (ii) Section 12 of Article XII of this Declaration (Approval of Association Lawsuits By Owners);
- (iii) Article XVI of this Declaration (National Wildlife Federation Certified Habitat).

C. Amendments for correction of scrivener's errors or other nonmaterial changes may be made by Declarant alone until the Turnover Date and by the Board thereafter and without the need of consent of the Owners.

D. Notwithstanding any other provision herein to the contrary, no amendment to this Declaration shall affect the rights of a CDD unless such amendment receives the prior written consent of the CDD, which consent may be withheld for any reason whatsoever.

E. Notwithstanding anything to the contrary herein contained, no amendment to this Declaration shall be effective which shall impair or prejudice the rights or priorities of Declarant, the Association or of any Institutional Mortgagee under the Community Documents without the specific written approval of such party affected thereby. In addition, and notwithstanding anything to the contrary contained herein, no amendment to this Declaration shall be effective which shall eliminate or modify the provisions of Section 6 of this Article XIII and any such amendment shall be deemed to impair and prejudice the rights of Declarant.

F. A true copy of any Amendment to this Declaration shall be sent certified mail by the Association to Declarant and to all Institutional Mortgagees holding a mortgage on any portion of the Property requesting notice. The amendment shall become effective upon the recording amongst the Public Records of the County of said amendment or any Supplemental Declaration to this Declaration which sets forth any amendment or modification to this Declaration.

G. Notwithstanding anything contained herein to the contrary, Declarant may, without the consent of any Owners, file any amendments to this Declaration which may be required by an Institutional Mortgagee for the purpose of satisfying such Institutional Mortgagee's development criteria or such other criteria as may be established by such mortgagee's secondary mortgage market purchasers, including, without limitation, the Federal National Mortgage Association and the Federal Home Loan Mortgage Corporation; provided, however, any such Declarant's filed amendments must be in accordance with any applicable rules, regulations and other requirements promulgated by the United States Department of Housing and Urban Development.

H. Any proposed amendment to the Declaration which would affect the Surface Water and Storm Water Management System (including environmental conservation

areas and the water management portions of the Common Area), shall be submitted to the Water Management District and the City, County, or any other applicable governing entity if necessary and any other governmental or quasi-governmental agency having jurisdiction over the Surface Water and Storm Water Management System for a determination of whether the proposed amendment necessitates a modification of the Water Management District Permit for the Property.

Section 9. DELEGATION. The Association, pursuant to a resolution duly adopted by the Board, shall have the continuing authority to delegate all or any portion of its responsibilities for maintenance, operation and administration, as provided herein, to any managing agency or entity selected by the Board from time to time and whether or not related to Declarant.

Section 10. TERM. This Declaration and the terms, provisions, conditions, covenants, restrictions, reservations, regulations, burdens and liens contained herein shall run with and bind the Property, and inure to the benefit of Declarant, the Association and the Owners and their respective legal representatives, heirs, successors and assigns for a term of fifty (50) years from the date of recording this Declaration amongst the Public Records of the County, after which time this Declaration shall be automatically renewed and extended for successive periods of ten (10) years each unless at least one (1) year prior to the termination of such fifty (50)-year term or any such ten (10)-year extension there is recorded amongst the Public Records of the County an instrument agreeing to terminate this Declaration signed by Owners owning two-thirds (2/3) of the Lots and Institutional Mortgagees holding first mortgages encumbering two-thirds (2/3) of all Lots encumbered by first mortgages held by Institutional Mortgagees, upon which event this Declaration shall be terminated upon the expiration of the fifty (50)-year term or the ten (10)-year extension during which such instrument was recorded.

Section 11. RIGHTS OF MORTGAGEES.

A. Right to Notice. The Association shall make available for inspection upon request, during normal business hours or under reasonable circumstances, the Community Documents and the books, records and financial statements of the Association to Owners and the holders, insurers or guarantors of any first mortgages encumbering any portion of the Property. In addition, evidence of insurance shall be issued to each Owner and mortgagee holding a mortgage encumbering a Home upon written request to the Association.

B. Rights of Listed Mortgagee. Upon written request to the Association, identifying the name and address of the holder, insurer, or guarantor (such holder, insurer or guarantor is herein referred to as a "Listed Mortgagee") of a mortgage encumbering a Lot and the legal description of such Lot, the Association shall provide such Listed Mortgagee with timely written notice of the following:

(1) Any condemnation, loss or casualty loss which affects any material portion of the Common Area;

(2) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

(3) Any proposed action which would require the consent of mortgagees holding a mortgage encumbering a Lot; and

(4) Any failure by an Owner owning a Lot encumbered by a mortgage held, insured or guaranteed by such Listed Mortgagee to perform such Owner's obligations under the Community Documents, including, but not limited to, any delinquency in the payment of Assessments, or any other charge owed to the Association by said Owner where such failure or delinquency has continued for a period of sixty (60) days.

C. Right of Listed Mortgagee to Receive Financial Statement. Any Listed Mortgagee shall, upon written request made to the Association, be entitled to financial statements of the Association for the prior fiscal year free of charge and the same shall be furnished within a reasonable time following such request.

Section 12. APPROVAL OF ASSOCIATION LAWSUITS BY OWNERS. Notwithstanding anything contained herein to the contrary, in order to prevent the Board from incurring expenses not contemplated by the Community Documents, the Association shall be required to obtain the approval of three-fourths (3/4) of the total voting interests (at a duly called meeting of the Owners at which a quorum is present) prior to engaging persons or entities for the purpose of suing, or making, preparing or investigating any lawsuit, or commencing any lawsuit other than for the following purposes:

- (a) the collection of Assessments;
- (b) the collection of other charges which Owners are obligated to pay pursuant to the Community Documents;
- (c) the enforcement of the use and occupancy restrictions contained in the Community Documents;
- (d) the enforcement of Association rules;
- (e) the enforcement of the architectural guidelines;
- (f) the enforcement of a contract entered into by the Association with vendors providing services to the Association;
- (g) dealing with an emergency when waiting to obtain the approval of the Owners creates a substantial risk of irreparable injury to the Common Area or to Owner(s) (the imminent expiration of a statute of limitations shall not be deemed an emergency obviating the need for the requisite vote of three-fourths [3/4] of the Owners); or
- (h) filing a compulsory counterclaim.

Section 13. COMPLIANCE WITH PROVISIONS. Every person who owns, occupies or acquires any right, title, estate or interest in or to any Lot except as elsewhere herein provided does consent and agree to, and shall be conclusively deemed to have consented and agreed to,

every limitation, restriction, easement, reservation, condition and covenant contained herein, whether or not any reference to these restrictions is contained in the instrument by which such person acquired an interest in such property. Declarant shall not in any way or manner be held liable or responsible for any violation of this Declaration by any person other than Declarant.

Section 14. SECURITY. The Association may, but shall not be obligated to, maintain or support various activities within the Property which are intended to foster or promote safety or security. No representation or warranty is made that any fire protection system, burglar alarm system, gate system or other security system installed or security measures undertaken on or about the Property cannot be compromised or circumvented, nor that any such systems or security measures will prevent loss or provide the detection or protection for which they may be designed or intended. Each Owner acknowledges, understands, and covenants to inform all occupants of its Home, and their respective families and invitees, that the Association, the Board, Declarant, committees, or any other persons involved with the governance, maintenance, and management of the Property are not insurers of safety or security within the Property. All Owners and occupants, and their respective families and invitees, assume all risks of personal injury and loss or damage to persons, units, and the contents of units, and further acknowledge that neither the Association, its Board and committees, the management company of the Association, any neighborhood association nor Declarant have made representations or warranties regarding any attended or unattended entry gate, patrolling of the property, any fire protection system, burglar alarm system, or other security systems recommended or installed or any security measures undertaken within the property. All Owners and occupants, and their respective families and invitees, further acknowledge that they have not relied upon any such representations or warranties, expressed or implied.

Any gate house or gate attendant service which may exist for the community is intended to limit access to the Property but is not intended to constitute any assurance that the Property is secure from entry or intrusion by non-owners and non-occupants. The Association may, but shall not be obligated to, maintain or support certain activities within the Property designed to make the Property safer than it otherwise might be. However, neither the Association, the Board, the management agent of the Association nor Declarant shall in any way be considered insurers or guarantors of security within the Property, nor shall any of the above-mentioned parties be held liable for any loss or damage by reason of failure to provide adequate security or for the ineffectiveness of security measures undertaken. No representation or warranty is made that any systems or measures, including any mechanism or system for limiting access to the property (or onsite roving patrol or resources, if applicable) cannot be compromised or circumvented, nor that any such systems or security measures undertaken will in all cases prevent loss or provide the detection or protection for which the system is designed or intended.

NEITHER DECLARANT NOR THE ASSOCIATION MAKES ANY REPRESENTATIONS WHATSOEVER AS TO THE SECURITY OF THE PREMISES OR THE EFFECTIVENESS OF ANY MONITORING SYSTEM OR SECURITY SERVICE WHETHER SAME ARE PROVIDED THROUGH THE COMMUNITY SYSTEMS OR OTHERWISE. ALL OWNERS, BY ACCEPTANCE OF A DEED OR TITLE TO A LOT, AGREE TO HOLD DECLARANT AND THE ASSOCIATION HARMLESS FROM ANY LOSS OR CLAIM ARISING FROM THE OCCURRENCE OF ANY CRIME OR OTHER ACT. NEITHER THE ASSOCIATION, DECLARANT, NOR ANY SUCCESSOR

DECLARANT SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY OR SAFETY WITHIN THE PROPERTY, AND NEITHER THE ASSOCIATION, DECLARANT NOR ANY SUCCESSOR DECLARANT GUARANTEE OR WARRANT, EXPRESSLY OR IMPLIEDLY, THE MERCHANTABILITY OR FITNESS FOR USE OF ANY SUCH MONITORING SYSTEM OR SECURITY SERVICE, OR THAT ANY SYSTEM OR SERVICES WILL PREVENT INTRUSIONS, FIRES, DAMAGE, INJURY, DEATH OR OTHER OCCURRENCES, OR THE CONSEQUENCES OF SUCH OCCURRENCES, REGARDLESS OF WHETHER OR NOT THE SYSTEM OR SERVICES ARE DESIGNED TO MONITOR SAME. THE ASSOCIATION, DECLARANT, AND ANY SUCCESSOR DECLARANT SHALL NOT BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN, IF ANY, EVEN IF CAUSED BY THE NEGLIGENCE OF THE ASSOCIATION, DECLARANT AND/OR ANY SUCCESSOR DECLARANT. ALL MEMBERS, OWNERS AND OCCUPANTS OF ANY LOT OR HOME, AND TENANTS, GUESTS, AND INVITEES OF ANY OWNER ACKNOWLEDGE THAT THE ASSOCIATION AND ITS BOARD, DECLARANT, AND ANY SUCCESSOR DECLARANT DO NOT REPRESENT OR WARRANT THAT: (a) ANY FIRE PROTECTION SYSTEM, BURGLAR ALARM SYSTEM OR OTHER SECURITY SYSTEM (WHETHER SAME ARE PROVIDED THROUGH THE COMMUNITY SYSTEMS OR OTHERWISE), IF ANY, RECOMMENDED BY OR INSTALLED ACCORDING TO GUIDELINES ESTABLISHED BY DECLARANT OR THE COMMITTEE MAY NOT BE COMPROMISED OR CIRCUMVENTED, OR (b) THAT ANY FIRE PROTECTION OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEM (WHETHER SAME ARE PROVIDED THROUGH THE COMMUNITY SYSTEMS OR OTHERWISE) WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. EACH MEMBER, OWNER AND OCCUPANT OF ANY LOT OR HOME, AND EACH TENANT, GUEST AND INVITEE OF AN OWNER ACKNOWLEDGES AND UNDERSTANDS THAT THE ASSOCIATION, ITS BOARD AND THE COMMITTEE, DECLARANT, AND ANY SUCCESSOR DECLARANT ARE NOT INSURERS OR GUARANTORS AND THAT EACH MEMBER, OWNER AND OCCUPANT OF ANY LOT OR HOME, AND EACH TENANT, GUEST AND INVITEE OF ANY MEMBER OR OWNER ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO LOTS OR HOMES, AND TO THE CONTENTS OF LOTS OR HOMES AND FURTHER ACKNOWLEDGES THAT THE ASSOCIATION, ITS BOARD AND THE COMMITTEE, DECLARANT, AND ANY SUCCESSOR DECLARANT HAVE MADE NO REPRESENTATIONS, WARRANTIES AND/OR GUARANTIES, NOR HAS ANY OWNER, MEMBER, OCCUPANT, TENANT, GUEST OR INVITEE RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE AND/OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS (WHETHER SAME ARE PROVIDED THROUGH THE COMMUNITY SYSTEMS OR OTHERWISE) RECOMMENDED OR INSTALLED, IF ANY, OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE PROPERTY.

Section 15. COVENANT RUNNING WITH THE LAND. All provisions of this Declaration shall, to the extent applicable and unless otherwise expressly provided herein to the contrary, be

construed to be covenants running with the Lots and Homes and the Property and with every part thereof and interest therein, and all of the provisions hereof shall be binding upon and inure to the benefit of Declarant and subsequent Owner(s) of the Homes, Lots and Property or any part thereof, or interest therein, and their respective heirs, successors, and assigns. However, the same are not intended to create nor shall they be construed as creating any rights in or for the benefit of the general public, unless specifically provided herein to the contrary. All present and future Owners, tenants, and occupants of the Lots and Homes, as applicable, shall be subject to and shall comply with the provisions of this Declaration and the Articles, Bylaws and applicable rules and regulations as they exist and may from time to time be amended. The acceptance of a deed of conveyance of a Lot, or the entering into a lease of or occupancy of a Home, shall constitute an adoption and ratification by such Owner, tenant, or occupant of the provisions of this Declaration, and the Articles, Bylaws, and applicable rules and regulations of the Association, as they may be amended from time to time. In the event that any easements granted herein shall fail for want of a grantee in being or for any other purpose, the same shall constitute and be covenants running with the land.

Section 16. NO PUBLIC RIGHT OR DEDICATION. Nothing contained in this Declaration shall be deemed to be a gift or dedication of all or any portion of the Common Area to the public, or for any public use.

Section 17. NO REPRESENTATIONS OR WARRANTIES. NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, HAVE BEEN GIVEN OR MADE BY DECLARANT OR ITS AGENTS OR EMPLOYEES IN CONNECTION WITH ANY PORTION OF THE COMMON AREA, ITS PHYSICAL CONDITION, ZONING, COMPLIANCE WITH APPLICABLE LAWS, FITNESS FOR INTENDED USE, OR IN CONNECTION WITH THE SUBDIVISION, SALE, OPERATION, MAINTENANCE, COST OF MAINTENANCE, TAXES OR REGULATION THEREOF, EXCEPT AS SPECIFICALLY AND EXPRESSLY SET FORTH IN THIS DECLARATION.

Section 18. CERTAIN RESERVED RIGHTS OF DECLARANT WITH RESPECT TO COMMUNITY SYSTEMS. Without limiting the generality of any other applicable provisions of this Declaration, and without such provisions limiting the generality hereof, Declarant hereby reserves and retains to itself:

(a) the title to any Community Systems and a perpetual exclusive easement over, under and across the Property for the placement and location thereof;

(b) the right to connect, from time to time, the Community Systems to such receiving or intermediary transmission source(s) as Declarant may in its sole discretion deem appropriate, in location(s) on the Property as Declarant may determine in its sole discretion, including, without limitation, companies licensed to provide CATV or satellite service(s) in the City, County, or any other applicable governing entity, for which service(s) Declarant shall have the right to charge any users a fee (which shall not exceed any maximum allowable charge provided for in the applicable ordinances of the City, County, or any other applicable governing entity);

(c) the continuing right to air conditioned space within and/or on the Common Area, if any, as Declarant may determine in its sole discretion to install, operate, maintain, repair and

replace the equipment serving, providing or running the Community Systems, which location may include, without limitation, room(s) within any Improvements constructed on the Common Area, if any; and

(d) the exclusive right to offer and provide from time to time to the Association, the Lots and the Lot Owners, any and all Bundled Services through the Community Systems.

Neither the Association nor any officer, director, employee, committee member or agent thereof (including any management company) shall be liable for any damage to property, personal injury or death arising from or connected with any act or omission of any of the foregoing during the course of performing any duty or exercising any right or privilege (including, without limitation, performing maintenance work which is the duty of the Association or exercising any remedial maintenance or alteration rights under this Declaration) required or authorized to be done by the Association, or any of the other aforesaid parties, under this Declaration or otherwise as required or permitted by law.

Section 19. ASSOCIATION AND DECLARANT AS ATTORNEY-IN-FACT. Each Owner, by reason of having acquired ownership of a Lot, whether by purchase, gift, operation of law or otherwise, and each occupant of a Home, by reason of his or her occupancy, is hereby declared to have acknowledged and agreed to his or her automatic consent to any rezoning, replatting, covenant in lieu of unity of title, change, addition or deletion made in, on or to the Community by Declarant (hereinafter, collectively, the “Modifications”) and, in respect thereto, each Owner of a Lot and occupant of a Home hereby designates the Association to act as agent and attorney in fact on behalf of such Owner or occupant to consent to any such Modification. If requested by Declarant, each Owner shall evidence his or her consent to a Modification in writing (provided, however, that any refusal to give such written consent shall not obviate the automatic effect of this provision). Further, each Owner, by reason of having acquired ownership of a Lot, hereby agrees to execute, at the request of Declarant, any document and/or consent which may be required by any government agency to allow Declarant and/or its affiliates to complete the plan of development of the Community, as such plan may be hereafter amended, and each such Owner hereby further appoints Declarant as such Owner’s agent and attorney-in-fact to execute, on behalf and in the name of each such Owner, any and all of such documents and/or consents. This power of attorney is irrevocable and is coupled with an interest. The provisions of this Section 19 may not be amended without Declarant’s prior written consent.

Section 20. DECLARANT’S RESERVATION OF RIGHTS. Notwithstanding anything contained herein or in any of the other Community Documents to the contrary, Declarant reserves the right to change the zoning of any portion of the Property now existing or hereafter changed to be other than single-family residential (e.g., multi-family residential or commercial) and/or to make such uses of all or any part of the Property as shall be permitted by applicable zoning regulations as they may exist from time to time. Declarant, however, is not obligated by this Declaration to cause any portion of the Property to be rezoned or developed for any such uses. In the event Declarant changes the zoning of the Property, Declarant hereby reserves the right to amend this Declaration or to create one or more sub-declarations subjecting such property(ies) to additional or different specified or prohibited uses.

Section 21. ANIMAL, REPTILE AND WILDLIFE HAZARDS. Florida's natural areas, which include conservation areas, conservation easement property, wetland preservation areas and lakes, provide habitat for many wild animals and reptiles, including possible bears, poisonous snakes and alligators. Animals can be upset by human presence and unexpectedly become aggressive or harmed by efforts to avoid you. Always keep your distance and avoid interaction with all wildlife. All Owners, and their family members, guests, invitees and lessees, should always follow the suggestions listed below to assist in human protection from a potentially unpleasant experience as well as the protection of our wildlife:

- (a) Any wild animal can be dangerous. Always be cautious and observant.
- (b) Do not feed the wildlife. Food meant for human consumption can harm an animal. Animals that get food from humans may become aggressive.
- (c) Help keep wildlife "wild" by keeping your distance. Move away from animals without disturbing them and do not block an animal's path.
- (d) Photograph and observe wildlife from a safe distance, by using binoculars, spotting scopes or telephoto lenses.
- (e) If an animal or reptile approaches you, move away and maintain a safe distance.
- (f) Do not walk pets within or near any natural area, or near any bodies of water.
- (g) Keep young children at a safe distance from natural areas and bodies of water.

Section 22. WATER INTRUSION. Florida experiences heavy rainfall and humidity on a regular basis. Each Owner is responsible for making sure their Home remains watertight including, without limitation, checking caulking around windows and seals on doors. Each Owner acknowledges that running air conditioning machinery with windows and/or doors open in humid conditions can result in condensation, mold, and/or water intrusion. The Declarant and the Association shall not have liability under such circumstances for any damage or loss that an Owner may incur in the event an Owner fails to maintain their Home in accordance with this provision. FURTHER, GIVEN THE CLIMATE AND HUMID CONDITIONS IN FLORIDA, MOLDS, MILDEW, TOXINS, AND FUNGI MAY EXIST AND/OR DEVELOP WITHIN HOMES. EACH OWNER IS HEREBY ADVISED THAT CERTAIN MOLDS, MILDEW, TOXINS, AND/OR FUNGI MAY BE, OR IF ALLOWED TO REMAIN FOR A SUFFICIENT PERIOD MAY BECOME, TOXIC AND POTENTIALLY POSE A HEALTH RISK. BY ACQUIRING TITLE TO A LOT, EACH OWNER ASSUMES THE RISKS ASSOCIATED WITH MOLDS, MILDEW, TOXINS, AND/OR FUNGI AND RELEASES THE DECLARANT AND THE ASSOCIATION FROM ANY AND ALL LIABILITY RESULTING FROM SAME.

Section 23. LAND USE AND TITLE DOCUMENTS Owner, by his/her acceptance of a deed or other instrument conveying title to a Lot, acknowledges that such Lot is subject to certain title and land use documents and all related amendments, which, in addition to the Association's governing documents, may include other documents affecting title to the Lot recorded in the public records of the County in which the Lot is located and unrecorded land use or title documents (collectively, the "**Title Documents**"). Declarant's plan to build homes in the Community may necessitate from time to time the further amendment, modification and/or termination of the Title Documents. Some or all of the Title Documents may be outside Declarant's control and may be amended, assigned or terminated without Declarant's consent or even knowledge. To the extent Declarant is entitled to seek modification, assignment or termination of any of the Title Documents, Declarant hereby reserves the unconditional right to seek amendments and modifications of those. It is possible that a governmental subdivision or agency may require the execution of one or more documents in connection with an amendment, modification, and/or termination of the Title Documents. To the extent that such documents require the joinder of owners other than Declarant, Declarant by any one of its duly authorized officers, may, as the agent and/or the attorney-in-fact for the owners, execute, acknowledge and deliver any documents required by any applicable governing entity; and the owners, by virtue of their acceptance of deeds irrevocably nominate, constitute and appoint Declarant, through any one of its duly authorized officers, as their proper and legal attorney-in-fact for such purpose. This appointment is coupled with an interest and is therefore irrevocable. Any such document executed pursuant to this Section may recite that it is made pursuant to this Section. Each Owner agrees, by his/her acceptance of a deed or other instrument conveying title to the Lot, to execute or otherwise join in any documents required in connection with the amendment, modification, or termination of the Title Documents.

ARTICLE XIV **DISPUTE RESOLUTION**

Section 1. IN GENERAL. This Article XV contains procedures concerning disputes between an Owner and the Association, as well as between (i) an Owner and/or Declarant and (ii) the Association and Declarant, related to the Community or each other. Regarding disputes between an Owner and Declarant, the procedures in this Article XV do not replace Declarant's customer or warranty service procedures, and Owners are encouraged to resolve disputes through those procedures prior to initiating any procedures hereunder.

Section 2. DISPUTES BETWEEN ASSOCIATION AND OWNERS. All disputes, controversies, claims and demands between the Association and any Owner pertaining to the subject areas described in Section 4 below shall be governed by the procedures set forth in Section 4 below.

Section 3. DISPUTES BETWEEN ASSOCIATION/OWNER AND DECLARANT. Any and all claims, disputes and/or other controversy between the Association or any Owner and Declarant (or any Affiliated general contractor or Affiliated contractor, or any officer, director, member, shareholder, partner, employee or agent thereof, individually and collectively referred to as "Declarant" for purposes of this Article) or any non-Affiliated general contractor, non-Affiliated contractor, subcontractor, material supplier, individual product manufacturer, design professional or any other person or entity that provided materials, labor or other services

to the Property or a Home on behalf of Declarant, relating to this Declaration, the use, condition, design, specifications, surveying, grading, construction, installation, budgeting and/or performance of any Improvements in the Common Area or the Home, whether based in contract, tort or statute violation, shall be subject to the provisions set forth in Section 4 below, and/or, with respect to any such disputes between an Owner and Declarant, the provisions of the purchase agreement between such Owner and Declarant and/or the provisions of any warranty provided by Declarant to such Owner.

Section 4. DISPUTE RESOLUTION. ANY AND ALL CLAIMS, CONTROVERSIES, BREACHES OR DISPUTES BY OR BETWEEN ANY OWNER AND THE ASSOCIATION AND/OR DECLARANT (COLLECTIVELY REFERRED TO AS THE “BOUND PARTIES” AND INDIVIDUALLY AS A “BOUND PARTY”), ARISING OUT OF OR RELATED TO THE PROPERTY, THE SUBDIVISION OR COMMUNITY OF WHICH THE PROPERTY IS A PART, THE SALE OF THE PROPERTY BY DECLARANT, OR ANY TRANSACTION RELATED THERETO, WHETHER SUCH DISPUTE IS BASED ON CONTRACT, TORT, STATUTE, OR EQUITY, INCLUDING WITHOUT LIMITATION, ANY DISPUTE OVER (a) BREACH OF CONTRACT, (b) NEGLIGENT OR INTENTIONAL MISREPRESENTATION OR FRAUD, (c) NONDISCLOSURE, (d) BREACH OF ANY ALLEGED DUTY OF GOOD FAITH AND FAIR DEALING, (e) ALLEGATIONS OF LATENT OR PATENT DESIGN OR CONSTRUCTION DEFECTS, INCLUDING WITHOUT LIMITATION, PURSUANT TO THE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES, (f) THE PROPERTY, INCLUDING WITHOUT LIMITATION, THE PLANNING, SURVEYING, DESIGN, ENGINEERING, GRADING, SPECIFICATIONS, CONSTRUCTION OR OTHER DEVELOPMENT OF THE PROPERTY, THE PARCEL/TRACT OR THE COMMUNITY OF WHICH THE PROPERTY IS A PART, (g) DECEPTIVE TRADE PRACTICES OR (h) ANY OTHER MATTER ARISING OUT OF OR RELATED TO THE INTERPRETATION OF ANY TERM OR PROVISION OF THIS DECLARATION, OR ANY DEFENSE GOING TO THE FORMATION OR VALIDITY OF THIS DECLARATION, OR ANY PROVISION OF THIS DECLARATION OR ANY EXHIBITS HERETO (EACH A “DISPUTE”), SHALL BE ARBITRATED PURSUANT TO THE FEDERAL ARBITRATION ACT AND SUBJECT TO THE PROCEDURES SET FORTH AS FOLLOWS:

a. THIS AGREEMENT TO ARBITRATION SHALL BE DEEMED TO BE A SELF-EXECUTING ARBITRATION AGREEMENT. ANY DISPUTE CONCERNING THE INTERPRETATION OR THE ENFORCEABILITY OF THIS ARBITRATION AGREEMENT, INCLUDING WITHOUT LIMITATION, ITS REVOCABILITY OR VOIDABILITY FOR ANY CAUSE, ANY CHALLENGES TO THE ENFORCEMENT OF THIS ARBITRATION AGREEMENT, OR THE SCOPE OF ARBITRABLE ISSUES UNDER THIS ARBITRATION AGREEMENT, AND ANY DEFENSE RELATING TO THE ENFORCEMENT OF THIS ARBITRATION AGREEMENT, INCLUDING WITHOUT LIMITATION, WAIVER, ESTOPPEL, OR LACHES, SHALL BE DECIDED BY AN ARBITRATOR IN ACCORDANCE WITH THIS ARBITRATION AGREEMENT AND NOT BY A COURT OF LAW.

b. IN THE EVENT THAT A DISPUTE ARISES BETWEEN THE BOUND PARTIES, SUCH DISPUTE SHALL BE RESOLVED BY AND PURSUANT TO THE ARBITRATION RULES AND PROCEDURES OF JUDICIAL ARBITRATION AND MEDIATION SERVICES (“JAMS”) IN EFFECT AT THE TIME THE REQUEST FOR

ARBITRATION IS SUBMITTED. IN THE EVENT JAMS IS FOR ANY REASON UNWILLING OR UNABLE TO SERVE AS THE ARBITRATION SERVICE, THE BOUND PARTIES SHALL SELECT ANOTHER REPUTABLE ARBITRATION SERVICE. IF THE BOUND PARTIES ARE UNABLE TO AGREE ON AN ALTERNATIVE SERVICE, THEN EITHER BOUND PARTY MAY PETITION ANY COURT OF COMPETENT JURISDICTION IN COUNTY IN WHICH THE PROPERTY IS LOCATED TO APPOINT SUCH AN ALTERNATIVE SERVICE, WHICH SHALL BE BINDING ON THE BOUND PARTIES. THE RULES AND PROCEDURES OF SUCH ALTERNATIVE SERVICE IN EFFECT AT THE TIME THE REQUEST FOR ARBITRATION IS SUBMITTED SHALL BE FOLLOWED.

c. The Bound Parties expressly agree and acknowledge that this Declaration involves and concerns interstate commerce and is governed by the provisions of the Federal Arbitration Act (9 U.S.C. §1 et seq.) now in effect and as the same may from time to time be amended, to the exclusion of any different or inconsistent state or local law, ordinance, regulation, or judicial rule. Accordingly, any and all Disputes shall be arbitrated – which arbitration shall be mandatory and binding – pursuant to the Federal Arbitration Act.

d. This arbitration agreement shall inure to the benefit of, and be enforceable by, each Owner, Declarant and Declarant's Affiliates and related entities, the Association, and each of their respective employees, officers, directors, agents, representatives, contractors, subcontractors, agents, vendors, suppliers, design professionals, insurers and any other person whom any Owner or the Association contends is responsible for any alleged defect in or to the Property or any improvement or appurtenance thereto. The Bound Parties contemplate the inclusion of such Bound Parties in any arbitration of a Dispute and agree that the inclusion of such Bound Parties will not affect the enforceability of this arbitration agreement.

e. In the event any Dispute arises under the terms of this Declaration or in the event of the bringing of any arbitration action by a Bound Party hereto against another Bound Party hereunder by reason of any breach of any of the covenants, agreements or provisions on the Bound Party of the other Bound Party arising out of this Declaration, then in that event the prevailing party shall be awarded from the other party all costs and expenses in any way related to the Dispute, including actual attorney and paralegal's fees, accounting and engineering fees, and any other professional fees resulting there from as awarded by court or arbitrator.

f. The arbitrator shall be authorized to provide all recognized remedies available in law or in equity for any cause of action that is the basis of the arbitration.

g. The decision of the arbitrator shall be final and binding. The Bound Parties expressly agree that an application to confirm, vacate, modify, or correct an award rendered by the arbitrator shall be filed in any court of competent jurisdiction in the County in which the Property is located.

h. To the extent that any state or local law, ordinance, regulation, or judicial rule is inconsistent with any provision of the rules of the arbitration service under which the arbitration proceeding shall be conducted, the latter rules shall govern the conduct of the proceeding.

i. The participation by any party, or any party whom the Association or any Owner contends is responsible for a Dispute, in any judicial proceeding concerning this arbitration agreement or any matter arbitrable hereunder shall not be asserted or accepted as a reason to delay, to refuse to participate in arbitration, or to refuse to compel arbitration, including instances in which the judicial proceeding involves parties not subject to this arbitration agreement and/or who cannot otherwise be compelled to arbitrate.

j. Fees and costs of the arbitration and/or the arbitrator shall be borne equally by the Bound Parties to the arbitration; provided, however, that the fees and costs of the arbitration and/or the arbitrator ultimately shall be allocated and borne as determined by the arbitrator. Notwithstanding the foregoing, the Bound Parties shall each be solely responsible for their own attorney fees and expert witness costs.

k. The arbitrator appointed to serve shall be a neutral and impartial individual.

l. The venue of the arbitration shall be in the County where the Property is located unless the parties agree in writing to another location.

m. If any provision of this arbitration agreement shall be determined to be unenforceable or to have been waived, the remaining provisions shall be deemed to be severable therefrom and enforceable according to their terms.

n. The parties to the arbitration shall have the right to conduct a reasonable amount of discovery, including written discovery, depositions and inspections and testing, all as approved and coordinated by the arbitrator.

o. Any and all Disputes between Declarant and the Association arising from or related to the Community, this Declaration or any other agreements between Declarant and the Association shall be resolved in accordance with this Declaration.

p. Pre-Arbitration Dispute Resolution Provision: For all Disputes, the Bound Parties agree to follow the pre-arbitration procedures set forth below. The Dispute resolution provisions of this Declaration are intended to grant certain rights to Declarant and/or the Association which are in addition to those rights provided in Chapter 558, Florida Statutes ("Chapter 558 Notice of Claim"), as it exists at the time this Declaration is recorded. If a court of law should determine that any of the terms of this Declaration conflict with any of the terms of Chapter 558 Notice of Claim, the terms of Chapter 558 Notice of Claim shall supersede and control to the extent of such conflict.

i. Notification. The Association and all Owners agree to provide Declarant, with written notice of any matters relating to a Dispute as soon as is reasonably possible after the Association or any Owner becomes aware, or should have become aware, of such matters and Dispute. Additionally, in accordance with the

requirements of Chapter 558 Notice of Claim, the Association and all Owners must comply with and is hereby advised of the following:

ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

ii. Cooperation; Access; Repair. The Association and each Owner agree to provide Declarant and its representatives, contractors, and others as Declarant may request, with prompt, reasonable cooperation, which may, for example, include access to all portions of the Property, in order to facilitate Declarant's investigation regarding a Dispute including, without limitation, for purposes of inspecting, testing, repairing, replacing, correcting, or otherwise addressing matters related to the Dispute. If the Dispute arises out of or relates to the planning, surveying, design, engineering, grading, specifications, construction, or other development of the Property, Declarant is hereby granted the irrevocable right, but is under no obligation, to inspect, repair and/or replace any and all affected parts of the Property.

NOTICE: THE BOUND PARTIES AGREE TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THIS ARBITRATION AGREEMENT (ARTICLE XV OF THIS DECLARATION) ENTITLED, "DISPUTE RESOLUTION – ARBITRATION" DECIDED BY NEUTRAL ARBITRATION IN ACCORDANCE WITH THE FEDERAL ARBITRATION ACT, AND THE BOUND PARTIES ARE GIVING UP ANY RIGHTS THE BOUND PARTIES MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. THE BOUND PARTIES ARE GIVING UP THEIR RESPECTIVE JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THIS ARBITRATION AGREEMENT. IF ANY OWNER OR DECLARANT AND/OR THE ASSOCIATION REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, THE OWNER OR DECLARANT AND/OR THE ASSOCIATION MAY BE COMPELLED TO ARBITRATE UNDER THE FEDERAL ARBITRATION ACT. THE BOUND PARTIES' AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

THIS DECLARATION PROVIDES THAT ALL DISPUTES BETWEEN THE BOUND PARTIES WILL BE RESOLVED BY ARBITRATION IN ACCORDANCE WITH THE PROVISIONS SET FORTH ABOVE. THIS MEANS THAT THE BOUND PARTIES EACH GIVE UP THE RIGHT TO GO TO COURT OR TO A JURY TO ASSERT OR DEFEND RIGHTS UNDER THIS DECLARATION. THE BOUND PARTIES RIGHTS WILL BE DETERMINED BY A NEUTRAL ARBITRATOR AND NOT BY A JUDGE OR JURY. THE BOUND PARTIES ARE ENTITLED TO A FAIR HEARING, BUT THE ARBITRATION PROCEDURES ARE SIMPLER AND MORE LIMITED THAN THE RULES FOLLOWED IN A COURT. ARBITRATOR DECISIONS ARE AS ENFORCEABLE AS ANY COURT ORDER AND ARE SUBJECT TO VERY LIMITED REVIEW BY A COURT.

THE BOUND PARTIES UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT ALL DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THIS

ARTICLE ENTITLED “DISPUTE RESOLUTION – ARBITRATION” TO NEUTRAL, BINDING ARBITRATION.

ARTICLE XV

SURVEILLANCE CAMERAS

Each Owner, by acceptance of a deed or title to a Lot in the Community, acknowledges and agrees without the need for any further consent or acknowledgement that there may be surveillance cameras located within and directed towards the Common Area of the Community (inclusive of select areas within and outside of its facilities) and that such surveillance cameras are neither a violation of or an infringement upon any privacy rights Owners may have (if any) nor are the recordings from such cameras intended to capture private property. The installation of surveillance cameras is not a service to the Owners and such cameras are merely installed as an access control measure, as well as a potential deterrent to crime and possibly to aid in criminal identification. The surveillance cameras will be placed in such locations within the Common Area as the Board determines in its sole discretion from time to time, subject to the limitations herein. The surveillance cameras are intended to be visible and not hidden from view. Cameras will not be installed in “private” places where residents would have a reasonable expectation of privacy, such as changing rooms, locker rooms or bathrooms.

The surveillance cameras may be real or fake (operational or non-operational). Fake surveillance cameras are not recording activity. The real surveillance cameras will not be monitored by individuals, but rather will visually record activity within the area the surveillance cameras are installed. The surveillance cameras will not record sound. All recordings will be kept by the Association for such period of time as determined by the Board in its sole discretion or as may be required by law.

Each Owner also acknowledges and agrees that the surveillance cameras cannot prevent crime and may not be of assistance in solving a crime. Further, the Association, the Board and its Committees, the Association’s management company and Declarant offer no guaranty of additional protection, safety or security and assume no further or unintended liability by virtue of installing and operating such surveillance cameras.

Recordings from the surveillance cameras have restricted access for a limited time period and may only be viewed by “**Authorized Viewers**” (as hereinafter defined) if something unexpectedly happens within the Community such as a crime, damage to property, injury to a person or an alleged rule violation. Such recordings are not deemed official records under Florida statutes to which an Owner has a right of access. For purposes of the foregoing sentence, viewing can be done by the following only: Board members, Declarant, the property manager and/or law enforcement personnel investigating an actual or alleged crime, damage to property, injury to a person or rule violation and to others who can either produce a subpoena or articulate a compelling and legitimate reason for needing access as determined in the Association’s sole discretion (collectively, the “Authorized Viewers”). Owners do not have the right to view the recordings without a subpoena. Notwithstanding the foregoing sentence, the Board reserves the right, but not the obligation, to appoint an “access control committee” with approved access to view the video footage for the reasons set forth above only.

The Association shall post signage prominently at the entrance to the Community informing anyone who enters that there are surveillance cameras recording activities within the Community, are solely for deterrence, access control and evidence-gathering, and that the cameras have not been installed to provide any guarantee of protection, safety or security. The purpose of such signage is to communicate to the residents (and their invitees) that the security cameras are solely for deterrence, access control and evidence-gathering, the cameras have not been installed to provide any guarantee of protection, safety or security and are not a substitute or the equivalent of those measures personally taken by an Owner in protecting his/her own property. If surveillance cameras are installed within the pool area, the Association shall post signage informing that there are surveillance cameras within the pool area.

Each Owner further acknowledges, understands, and covenants to inform all occupants of its Home, and their respective families and invitees, that neither the Association, its Board and committees, the Association's management company, nor Declarant, nor any other persons involved with the governance, maintenance, and management of the Property are insurers of safety or security within the Property. All Owners and occupants, and their respective families and invitees, assume all risks of personal injury and loss or damage to persons, homes, and the contents of homes, and further acknowledge that neither the Association, its Board and committees, the Association's management company, nor Declarant have made representations or warranties regarding the surveillance cameras within the Property. All Owners and occupants, and their respective families and invitees, further acknowledge that they have not relied upon any such representations or warranties, expressed or implied.

Any surveillance cameras which may exist for the Community are intended to monitor access to the Property but are not intended to constitute any assurance that the Property is secure from entry or intrusion by non-owners and non-occupants. Neither the Association, the Board and its Committees, the Association's management company, nor Declarant shall in any way be considered insurers or guarantors of security within the Property, nor shall any of the above-mentioned parties be held liable for any loss or damage whatsoever by reason of failure of the surveillance cameras to record any activity or prevent a crime, injury or damage. No representation or warranty is made that the surveillance cameras cannot be compromised or circumvented, nor that the surveillance cameras will prevent loss or provide detection or protection.

ALL OWNERS, BY ACCEPTANCE OF A DEED OR TITLE TO A LOT, AGREE TO HOLD THE ASSOCIATION, THE BOARD AND ITS COMMITTEES, THE ASSOCIATION'S MANAGEMENT COMPANY, DECLARANT AND/OR ANY SUCCESSOR DECLARANT HARMLESS FROM ANY LOSS OR CLAIM ARISING FROM THE OCCURRENCE OF ANY CRIME OR OTHER ACT WITHIN THE COMMUNITY. THE ASSOCIATION, THE BOARD OR ITS COMMITTEES, THE ASSOCIATION'S MANAGEMENT COMPANY, DECLARANT, AND ANY SUCCESSOR DECLARANT SHALL NOT IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY OR SAFETY WITHIN THE PROPERTY. THE ASSOCIATION, THE BOARD AND ITS COMMITTEES, THE ASSOCIATION'S MANAGEMENT COMPANY, DECLARANT, AND ANY SUCCESSOR DECLARANT SHALL NOT BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE OF THE SURVEILLANCE

CAMERAS TO PROVIDE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN, IF ANY, EVEN IF CAUSED BY THE NEGLIGENCE OF THE ASSOCIATION, THE BOARD AND ITS COMMITTEES, THE ASSOCIATION'S MANAGEMENT COMPANY, DECLARANT AND/OR ANY SUCCESSOR DECLARANT.

ARTICLE XVI

NATIONAL WILDLIFE FEDERATION CERTIFIED HABITAT

Section 1. NATIONAL WILDLIFE FEDERATION AND NWF CERTIFIED WILDLIFE HABITAT®. The National Wildlife Federation ("NWF"), a 501(c)(3) non-profit conservation organization, works across the country to preserve the values of conservation, increase America's fish and wildlife populations, and enhance their capability to thrive in a rapidly changing world. To achieve such goals, NWF certifies certain areas as a National Wildlife Federation Certified Wildlife Habitat®, in order to improve and preserve natural areas for the benefit of wildlife.

Section 2. NWF CERTIFIED WILDLIFE HABITAT® IN TAYLOR MORRISON COMMUNITIES. TM, an affiliate of Declarant, is dedicated to creating and curating residential communities that elevate residents' living experiences through a multitude of offerings, including, without limitation, harmony with nature and sense of pride and ownership in conserving, protecting and restoring wildlife habitats. To that end, TM has partnered with NWF to create and maintain National Wildlife Federation Certified Wildlife Habitat® sites within certain Common Areas of this Community and other communities developed by TM affiliates nationwide. A National Wildlife Federation Certified Wildlife Habitat® within TM-affiliated communities may include, but are not limited to, Certified Natural Open Space™, Certified Monarch Gardens, and Certified Nature Play Space™.

Section 3. MAINTENANCE REQUIREMENTS AND HABITAT STEWARDSHIP COMMITTEE. To maintain the certification of the National Wildlife Federation Certified Wildlife Habitat® sites, the Community must adhere to the specific requirements delineated in the "Habitat Management Plan" for this Community ("Habitat Management Plan"), which plan shall be approved by NWF, may be amended by NWF from time to time, and shall be available for review at the Association's office or through electronic delivery upon any Owner's written request. Those requirements may include, without limitation, (a) engaging maintenance contractors who are knowledgeable about wildlife conservation and qualified to maintain National Wildlife Federation Certified Wildlife Habitat® sites, (b) preventing undue disturbance to the National Wildlife Federation Certified Wildlife Habitat® sites, (c) filing annual reports and monitoring data, (d) maintaining documentation regarding environmental conditions, and (e) paying an annual re-certification fee to NWF. The Habitat Management Plan also sets forth standards and guidance for the preservation of natural areas and the promotion of successful long-term habitat stewardship. The Association may appoint a committee (a "Habitat Stewardship Committee") to be responsible for (i) executing the Habitat Management Plan, (ii) maintaining all National Wildlife Federation Certified Wildlife Habitat® sites in the Community to the standards set forth in the Habitat Management Plan, and (iii) enforcing other elements and requirements in the Habitat Management Plan to maintain such certification. The Association shall have the right to enact the charter for the Habitat Stewardship Committee and amend the

same from time to time, which charter shall set forth the composition of the committee members, their term of service and other matters commonly seen in similar charters. All costs and expenses of maintaining the National Wildlife Federation Certified Wildlife Habitat® sites within this Community and such certification (including, without limitation, complying with all of the requirements thereof or relating thereto) shall be an Operating Expense included in the Association's annual budget to be paid by each Owner through regular assessments pursuant to this Declaration.

Section 4. TERM AND AMENDMENT. Wildlife habitat restoration and protection is a long term investment. In addition, it is important to protect the interests and expectation of Owners who purchased Homes in the Community recognizing and identifying with the unique values of the National Wildlife Federation Certified Wildlife Habitat®. Accordingly, the Association, directly or through the Habitat Stewardship Committee, shall continue to maintain the National Wildlife Federation Certified Wildlife Habitat® sites in the Community and such certification pursuant to this Article XIX. In the event that an amendment to this Article XIX results in a decision to no longer maintain the National Wildlife Federation Certified Wildlife Habitat® or any such certifications, the Board promptly shall give written notice of such decision to NWF's designated representative at TMHabitats@nwf.org.

Section 5. DISCLAIMERS; WAIVER OF CLAIMS AND INDEMNITY AND RELEASE OF LIABILITY. The National Wildlife Federation Certified Wildlife Habitat® in the Community are designed and anticipated to attract birds and wildlife. The presence of certain wildlife may be a danger to people (especially children and the elderly) and pets. Owners and their tenants and guests and others working in or visiting the Community must remain vigilant and closely watch their children, others in their custody, and their pets in the Community and particularly in the vicinity of or inside any National Wildlife Federation Certified Wildlife Habitat®. There also may be, from time to time, transmission of odors due to the presence of wildlife.

By accepting a deed to a Lot, each Owner, on behalf of themselves, all of their Participants, and their respective heirs, successors, executors, administrators, legal representatives, permitted assigns, and subrogates, understands and acknowledges that being in close proximity to and/or participating in Activities on, within, and/or near the National Wildlife Federation Certified Wildlife Habitat® within TM-affiliated communities, including, without limitation, Certified Habitat Open Space™, Certified Monarch Gardens, and Certified Nature Play Space™, involve inherent risks and dangers, and that any person in close proximity to such areas or Participant may sustain Injury, including, without limitation, serious bodily injury, including temporary or permanent disability, paralysis and death, as well as property damage. Such risks may include, but are not limited to, walking and climbing on natural rock beds which could be slippery, steep or unstable; falling and/or tripping hazards, such as tree stumps and rocks; sharp hazards, such as sticks and rocks, which may result in Injury, including, without limitation, cuts, scrapes, splinters, and bruising; interaction with insects or wildlife, which may result in Injury, including, without limitation, bites and infestations by mosquitoes, ticks, chiggers, fleas or other insects that may be present; and Injury or infection by wild animals that may be present in such areas, including, but not limited to, birds, skunks, opossum, raccoons, snakes, lizards, frogs, badgers, moles, squirrels, stray dogs, and/or stray cats. Such risks and dangers may be caused by a Participant's own actions or inactions, the actions or inactions of others, the condition of such areas, adverse weather

conditions, or the negligence of the Released Parties, NWF, TM, and the Habitat Stewardship Committee, and their respective subsidiaries, affiliates, employees, owners, directors, officers, consultants and agents (collectively, the “NWF Released Parties”).

BY ACCEPTANCE OF A DEED OR TITLE TO THEIR HOME OR BY USE OF THEIR HOME, EACH OWNER, ON BEHALF OF THEMSELVES AND ALL OF THEIR PARTICIPANTS, SHALL BE DEEMED TO HAVE VOLUNTARILY AND FREELY ASSUMED ALL RISKS AND DANGERS THAT MAY OCCUR AS A RESULT OF BEING ON, WITHIN, AND/OR NEAR THE NATIONAL WILDLIFE FEDERATION CERTIFIED WILDLIFE HABITAT® SITES AND/OR PARTICIPATING IN ANY ACTIVITY ON, WITHIN, AND/OR NEAR THE NATIONAL WILDLIFE FEDERATION CERTIFIED WILDLIFE HABITAT® SITES, INCLUDING THE RISK OF INJURY, DEATH, OR PROPERTY DAMAGE.

By accepting a deed to a Lot, each Owner, for themselves, all of their Participants, and their respective heirs, successors, executors, administrators, legal representatives, permitted assigns, and subrogates, (i) KNOWINGLY AND INTENTIONALLY WAIVES, RELEASES, AND HOLDS HARMLESS, to the fullest extent permitted by law, the NWF Released Parties from and against any and all claims, damages, causes of action or other liabilities resulting from or relating to any National Wildlife Federation Certified Wildlife Habitat® in the Community or their access to or Activities in or around any National Wildlife Federation Certified Wildlife Habitat®, (ii) shall be deemed to have understood, acknowledged, and agreed that (a) the NWF Released Parties have no duty to supervise the Activities of any Participant or any other person on, within, and/or near any National Wildlife Federation Certified Wildlife Habitat®, (b) there will be no supervision whatsoever by the NWF Released Parties of any Activities that the Owner, other Participants, or persons may participate in at any time, and (c) the NWF Released Parties assume no responsibility or liability for the acts or omissions of any such persons nor for loss, damage or any kind of Injury sustained by any person as a result of, in connection to, or arising out of the National Wildlife Federation Certified Wildlife Habitat® sites, and (iii) shall be deemed to have expressly assumed all risks associated with each and every Activity, as well as all improvements, fixtures and equipment, whether natural, manmade, or otherwise, associated with each and every Activity.

If any term of provision of this Section is deemed invalid, illegal, or unenforceable in any respect, this Section shall be construed without the effect of such term or provision, and shall continue in full force and effect, and each Owner shall continue to be bound by this Section, but without giving effect to such term or provision.

EACH OWNER, ON BEHALF OF THEMSELVES AND ALL OF THEIR PARTICIPANTS, SHALL BE DEEMED TO HAVE CAREFULLY READ, FULLY UNDERSTOOD, AND FREELY AND VOLUNTARILY ACCEPTED THE TERMS OF THIS SECTION—INCLUDING THE PARAGRAPH ABOVE BY WHICH EACH OWNER WAIVES, RELEASES, AND HOLDS HARMLESS THE NWF RELEASED PARTIES AS MORE PARTICULARLY SPECIFIED THEREIN. BY ACCEPTANCE OF A DEED OR TITLE TO THEIR HOME OR BY USE OF THEIR HOME, EACH OWNER, ON BEHALF OF THEMSELVES AND ALL OF THEIR PARTICIPANTS, SHALL BE DEEMED TO HAVE ACKNOWLEDGED AND CONSENTED TO GIVING UP CERTAIN LEGAL RIGHTS.

BY ACCEPTANCE OF A DEED OR TITLE TO THEIR HOME OR BY USE OF THEIR HOME, EACH OWNER SHALL BE DEEMED TO HAVE ACKNOWLEDGED AND AGREED THAT IF THE OWNER DOES NOT WISH TO OR IS NOT AUTHORIZED TO GRANT SUCH RIGHTS, RELEASES, OR WAIVERS ON BEHALF OF A PARTICIPANT, THE OWNER AND/OR OTHER PARTICIPANT(S) WILL NOT PARTICIPATE IN THE ACTIVITY OR ACTIVITIES LOCATED ON, WITHIN, AND/OR NEAR THE NATIONAL WILDLIFE FEDERATION CERTIFIED WILDLIFE HABITAT® SITES AND WILL IMMEDIATELY LEAVE THE NATIONAL WILDLIFE FEDERATION CERTIFIED WILDLIFE HABITAT®, OTHERWISE THE CONTINUED PRESENCE OF THE OWNER AND/OR OTHER PARTICIPANT(S) WILL BE DEEMED AS EXPRESS CONSENT TO THE TERMS AND CONDITIONS OF THIS ARTICLE, IN ITS ENTIRETY.

[Signature pages to immediately follow.]

IN WITNESS WHEREOF, this Declaration has been signed by Declarant and joined in by the Association on the respective dates set forth below.

DECLARANT:

TAYLOR MORRISON OF FLORIDA, INC.,
a Florida corporation

Signature

Printed Name

Address

By: _____
Printed Name: _____
Its: _____

Signature

Printed Name

Address

(CORPORATE SEAL)

STATE OF FLORIDA)
) SS:
COUNTY OF _____)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization by _____, as _____ of **TAYLOR MORRISON OF FLORIDA, INC.,** a Florida corporation, freely and voluntarily under authority duly vested in him/her by said corporation and that the seal affixed thereto is the true corporate seal of said corporation, who is personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of [_____].

Notary Public

Typed, printed or stamped name of Notary Public

My Commission Expires:

ASSOCIATION:

**WINDWARD PRESERVE
HOMEOWNERS ASSOCIATION, INC.,**
a Florida corporation not for profit

WITNESSES AS TO ASSOCIATION:

Signature

Print Name

Address

Signature

Print Name

Address

By: _____
[_____] ,

President

[CORPORATE SEAL]

STATE OF FLORIDA)
) SS
COUNTY OF BREVARD)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization by _____, as President of WINDWARD PRESERVE HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, freely and voluntarily under authority duly vested in him by said corporation, and that the seal affixed thereto is the true corporate seal of said corporation. He is personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of [_____].

Notary Public, State of Florida at Large

My Commission Expires:

Typed, Printed or Stamped Name of Notary Public

EXHIBIT "A"

Legal Description of Property

ALL THOSE TRACTS OR PARCELS OF LAND SHOWN ON THAT CERTAIN PLAT OF [____], RECORDED IN PLAT BOOK [____], PAGES [____] THROUGH [____], OF THE PUBLIC RECORDS OF [____] COUNTY, FLORIDA; LESS AND EXCEPT TRACT [____] AND ANY PROPERTY DEDICATED TO THE **PUBLI** OR THE COUNTY THEREON.

EXHIBIT “B”

**ARTICLES OF INCORPORATION
OF
WINDWARD PRESERVE HOMEOWNERS ASSOCIATION, INC.**

**ARTICLES OF INCORPORATION
OF
WINDWARD PRESERVE HOMEOWNERS ASSOCIATION, INC.
(A Florida Corporation Not For Profit)**

THE UNDERSIGNED INCORPORATOR to these Articles of Incorporation hereby proposes the incorporation under Chapters 617 and 720, *Florida Statutes*, of a corporation not for profit, and hereby makes, subscribes, acknowledges and files with the Secretary of State of the State of Florida, Articles of Incorporation, and hereby certifies as follows:

ARTICLE I: NAME AND LOCATION

The name of this corporation shall be **Windward Preserve Homeowners Association, Inc.** (hereinafter referred to as the “**Association**”), and its initial office for the transaction of its affairs shall be 2600 Lake Lucien Drive, Suite 350, Maitland, FL 32751.

ARTICLE II: PURPOSES

This Association does not contemplate pecuniary gain or profit to the Members thereof, and no distribution of income to its Members, directors or officers shall be made, except that nothing herein shall prevent the Association from compensating persons who may be Members, directors or officers in exchange for services actually rendered to, or costs actually incurred for the benefit of, the Association in furtherance of one or more of its purposes. The general purpose of this Association is to promote the common interests of the property owners in Windward Preserve (hereinafter referred to as the “**Community**”), and the specific purpose is to perform the functions of the Association contemplated in the Declaration for the Community recorded or to be recorded in the public records of Brevard County, Florida (hereinafter referred to as the “**Declaration**”; all initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.), as the same may in the future be amended, which purposes shall include but not be limited to:

- (a) Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration;
- (b) Fix, levy, collect and enforce payment, by any lawful means, all charges or assessments pursuant to the terms of the Declaration;
- (c) Own and convey property;
- (d) Establish rules and regulations;
- (e) Sue and be sued;
- (f) Pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association;

(g) Maintain, repair and replace Common Areas as contemplated by the Declaration, and to enter into contracts for the provision of services to maintain and operate the Common Areas; and

(h) Have and exercise any and all other powers, rights and privileges of a not-for-profit corporation organized under the law of the State of Florida.

ARTICLE III: MEMBERSHIP AND VOTING RIGHTS

A. Eligibility. Every person, whether an individual, corporation or other entity, who is the record owner of a Lot that is subject to Assessment pursuant to the Declaration shall become a Member of the Association upon the recording of the instrument of conveyance. If title to a Lot is held by more than one person, each such person shall be a Member. An Owner of more than one Lot is entitled to membership for each Lot owned. No person other than an Owner may be a Member of the Association, and a membership in the Association may not be transferred except by the transfer of title to a Lot; provided, however, the foregoing does not prohibit the assignment of membership and voting rights by an Owner who is a contract seller to such Owner's vendee in possession.

If more than one person owns a fee interest in any Lot, all such persons are Members, but there may be only one vote cast with respect to such Lot. Such vote may be exercised as the co-owners determine among themselves, but no split vote is permitted. Prior to any meeting at which a vote is to be taken, each co-owner must file a certificate with the secretary of the Association naming the voting co-owner entitled to vote at such meeting, unless such co-owners have filed a general voting certificate with the Secretary applicable to all votes until rescinded. Notwithstanding the foregoing, no separate certificate shall be necessary if title to any Lot is held in a tenancy by the entireties, and in such event either tenant is entitled to cast the vote for such Lot unless and until the Association is notified otherwise in writing by such co-tenants by the entireties.

B. Classes of Membership and Voting; Turnover. The Association shall have two (2) classes of voting membership - Class A and Class B. So long as there is Class B membership, Class A Members shall be all persons owning record title to the Lot of the Community except Declarant. All Class B memberships shall belong to Declarant. Upon termination of Class B membership as provided below, Class A Members shall be all Owners, including Declarant so long as such Declarant is an Owner. Members shall be entitled to cast votes in the manner specifically prescribed in the Bylaws and as further provided in the other Governing Documents. There shall be no cumulative voting for Directors or any other matters.

The right to elect or appoint directors prior to and after Turnover (meaning termination of Class B membership) shall be in accordance with the provisions of the Declaration and the Act. Upon Turnover, all provisions of the Declaration, Articles of Incorporation, Bylaws or the other Governing Documents referring to Class B membership will be obsolete and without further force or effect, including any provision requiring voting by classes of membership.

C. **Transferability.** Each membership is appurtenant to the Lot upon which it is based and is transferred automatically by conveyance of title to that Lot whether or not mention thereof is made in such conveyance of title.

ARTICLE IV: TERM OF EXISTENCE

The Association shall have perpetual existence. In the event the Association is dissolved, the Association shall ensure that the maintenance of the Surface Water and Storm Water Management System, is delegated, transferred or assigned to a similar not-for-profit corporation which would comply with Section 62.330, F.A.C.

ARTICLE V: INCORPORATOR

The name and address of the Incorporator to these Articles of Incorporation is the following:



2600 Lake Lucien Drive, Suite 350,
Maitland, FL 32751

ARTICLE VI: MANAGEMENT

The affairs of the Association shall be managed by its Board of Directors, which shall consist of not less than 3 nor more than 7 individuals, the precise number to be fixed in the Bylaws or by the Board from time to time. Directors shall be elected for one year terms by the Members at the annual Members' meeting, to be held as scheduled by the Board in the last quarter of each fiscal year in the manner prescribed in the Bylaws, and shall hold office until their respective successors are duly elected and qualified; provided, however, that Declarant shall be entitled to solely appoint all members of the Board prior to Turnover. The Board shall elect a President, a Vice President, and a Secretary-Treasurer, and such other officers as may, in the opinion of the Board, from time to time be necessary to adequately administer the affairs of the Association. Such officers are to hold office at the pleasure of the Board or until their successors are duly elected and qualified. Officers may be Directors. Officers and Directors must be Members of the Association except with respect to those who are elected by Declarant. Any individual may hold 2 or more corporate offices, except that the offices of President and Secretary-Treasurer may not be held by the same person. The officers shall have such duties as may be specified by the Board or the Bylaws of the Association. Vacancies occurring on the Board and among the officers shall be filled in the manner prescribed by the Bylaws of the Association.

Notwithstanding the foregoing, the Class B Members shall have the right to elect all Directors as long as there shall be Class B membership, except that Class A Members shall be entitled to elect at least one member of the Board (but not a majority of the directors until Turnover has occurred) if 50% of the Lots in all phases of the Community which will ultimately be operated by the Association have been conveyed to the Class A Members.

ARTICLE VII: INITIAL OFFICERS

The names of the initial officers who are to serve until their successors are elected under the provisions of these Articles of Incorporation and the Bylaws are the following:

[REDACTED] – President
[REDACTED] – Vice President
[REDACTED] – Secretary/Treasurer

ARTICLE VIII: INITIAL BOARD OF DIRECTORS

The number of persons constituting the Board of the Association shall be three (3) and the names and addresses of the members of such current Board, who shall hold office until their respective successors are elected pursuant to the provisions of these Articles of Incorporation and the Bylaws, are the following:

[REDACTED]	2600 Lake Lucien Drive, Suite 350, Maitland, FL 32751
[REDACTED]	2600 Lake Lucien Drive, Suite 350, Maitland, FL 32751
[REDACTED]	2600 Lake Lucien Drive, Suite 350, Maitland, FL 32751

ARTICLE IX: BYLAWS

The Bylaws of the Association have been adopted by the Board, as constituted under Article VIII above, at an organizational meeting of the Board. Thereafter, the Bylaws may be altered, amended, or rescinded only in the manner provided in the Bylaws.

ARTICLE X: AMENDMENTS

Amendments to these Articles of Incorporation shall be made in the following manner:

(a) Prior to Turnover, the Board shall be entitled to consider amendments to these Articles of Incorporation and shall approve any such amendments upon not less than a majority vote of the directors (and no vote of the Association membership or approval by any party shall be required for such an amendment, except as may be otherwise specifically required herein).

(b) Subsequent to Turnover, the Board shall adopt a resolution setting forth the proposed amendment, and the Board shall direct that it be submitted to a vote at a meeting of the Members, which may be either the annual or a special meeting. Written notice setting forth the proposed

amendment or a summary of the changes to be effected thereby shall be given to each Member of record entitled to vote thereon within the time and in the manner provided herein for the giving of notice of meetings of Members. If the meeting is an annual meeting, the proposed amendment or such summary may be included in the notice of such annual meeting. At such meeting, a vote of the total voting interests eligible to vote thereon shall be taken on the proposed amendment, and the proposed amendment shall be adopted upon receiving the affirmative vote of a majority of the total voting interests in the Association.

(c) No amendment to these Articles of Incorporation shall be made which affects any of the rights and privileges provided to Declarant under the Governing Documents without the prior written consent of Declarant, which may be withheld for any reason whatsoever, as long as Declarant shall own any real property contained within the Community. If the prior written approval of any governing entity or agency having jurisdiction is required by applicable law or governmental regulation for any amendment to these Articles, then the prior written consent of such entity or agency must also be obtained. No amendment which will affect any aspect of the Surface Water and Storm Water Management System located within the Community shall be effective without the prior written approval of the South Florida Water Management District.

ARTICLE XI: REGISTERED OFFICE AND AGENT

Pursuant to Section 48.091 and Section 607.0501, *Florida Statutes*, the name and address of the Initial Registered Agent for service of process upon the Association is:

Registered Agent Solutions, Inc.
2894 Remington Green Ln., Suite A
Tallahassee, FL 32308

The preceding address is also the address of the registered office of the Association.

[Signature follows on next page.]

Executed this _____ day of _____, 202____.

 , Incorporator

ACCEPTANCE OF DESIGNATION OF REGISTERED AGENT

The undersigned, having been named as registered agent and to accept service of process for **Windward Preserve Homeowners Association, Inc.**, hereby accepts the appointment as registered agent and agrees to act in such capacity. The undersigned further agrees to comply with the provisions of all statutes relating to the proper and complete performance of its duties and is familiar with and accepts the obligations of its position as registered agent.

Dated this _____ day of _____, 2025.

Registered Agent Solutions, Inc.

By: _____
Name: _____
Title: _____

EXHIBIT “C”

**BY-LAWS
OF
WINDWARD PRESERVE HOMEOWNERS ASSOCIATION, INC.**

**BYLAWS
OF
WINDWARD PRESERVE HOMEOWNERS ASSOCIATION, INC.
(A Corporation Not for Profit)**

ARTICLE I. Name and Location

The name of the corporation is **WINDWARD PRESERVE HOMEOWNERS ASSOCIATION, INC.** (hereinafter referred to as the “Association”), and its initial office for the transaction of its affairs shall be 2600 Lake Lucien Drive, Suite 350, Maitland, Florida 32751. Meetings of Members and directors may be held at such places within the State of Florida as may be designated by the Board of Directors (hereinafter referred to as the “Board”).

ARTICLE II. Definitions

Unless the context expressly requires otherwise, the terms used herein shall have the meanings set forth in the Declaration of Covenants, Conditions, Restrictions and Easements for Windward Preserve (“Declaration”).

ARTICLE III. Meeting of Members

Section 1. **Annual Meetings.** All annual and special meetings of the Association shall be held in the county in which the Community is located or at such other place as may be permitted by law and from time to time as fixed by the Board and designated in the notices of meetings.

Section 2. **Notice of Annual Meetings.** Annual meetings of the Members of the Association shall be held in the fourth quarter of each fiscal year. Notice of the meeting, which shall include an agenda, shall be mailed, delivered, or sent by electronic transmission to each Member listed in the membership book of the Association at the street, post office, or electronic mail address (as applicable) shown therein (“Member of Record”) not less than 14 days prior to the meeting. Evidence of compliance with this 14-day notice requirement shall be made by an affidavit executed by the person providing the notice and filed upon execution among the official records of the Association. In addition to mailing, delivering, or electronically transmitting the notice of any meeting, the Association may, by reasonable rule, adopt a procedure for conspicuously posting and repeatedly broadcasting the notice and the agenda on a closed-circuit cable television system serving the Association. When broadcast notice is provided, the notice and agenda must be broadcast in a manner and for a sufficient continuous length of time so as to allow an average reader to observe the notice and read and comprehend the entire content of the notice and the agenda.

Section 3. **Special Meetings.** Special meetings of the Members, for any purpose or purposes, whether or not specifically required by these Bylaws, the Articles of Incorporation, or

the Declaration may be called by the president, secretary, a majority of the Board, or by the Members having 1/10 of the votes of the Class A membership.

Section 4. **Notice of Special Meetings.** No business shall be transacted at any special meeting except as stated in the notice thereof. Notice of all special meetings shall be given by the secretary to Members of Record, or if the secretary shall fail to do so, by the president or Board, not less than 14 days prior to the date thereof (provided, however, in the case of an emergency, 2 days' notice will be deemed sufficient), stating the date, time, and place of the meeting and the purpose or purposes thereof. Notices shall be mailed, delivered, or sent by electronic transmission to each Member listed in the membership book of the Association at the street, post office, or electronic mail address (as applicable) shown therein within the prescribed time. An affidavit shall be executed by the person providing the notice that the notice was delivered or mailed in compliance with this section and, once executed the affidavit shall be filed among the official records of the Association.

Section 5. **Quorum.** Members present in person, represented by proxy, or present by the prior electronic vote, entitled to cast at least 20% of the votes of the membership of the Association, shall constitute a quorum.

Section 6. **Action Taken at Meeting.** When a quorum is present at any meeting, a majority of the votes duly cast by the Members present at the meeting in person or by electronic vote or represented by written proxy shall decide any question brought before the meeting, unless the question is one upon which by express provision of law, the Declaration, the Articles of Incorporation or these Bylaws, a different vote is required, in which case the express provision shall govern and control. If any meeting of Members cannot be organized because a quorum is not present, the meeting may be adjourned by a majority of the Members present in person, until a quorum is present.

Section 7. **Order of Business.** The order of business at all meetings shall be as prescribed in the agenda prepared by the Board and submitted to the Members of Record with the notice of each meeting.

Section 8. **Action Without Meeting.** Any action which may be taken by the membership pursuant to a duly called meeting, may be taken without a meeting provided that: a proposal of action to be taken by the Members is mailed to every Member of the Association together with a request for approval or disapproval; and, the Members responding to the proposal ("**Responding Members**") hold at least 1/3 of the votes of all Members of the Association. A proposed action may be approved by a majority of the votes attributable to the Responding Members unless the proposed action is one which by express provision of law, the Declaration, the Articles of Incorporation or these Bylaws requires a different vote, in which case the express provision as it pertains to voting percentages shall govern and control.

Section 9. **Voting.**

(a) The Association has two (2) classes of voting membership: Class A and Class B.

(b) So long as there is Class B membership, Class A Members are all Owners except Declarant. The Class B Member shall be Declarant. Upon termination of Class B membership, as provided by the Declaration, Class A Members are all Owners, including Declarant so long as such Declarant is an Owner.

(c) Class A Members shall be entitled to 1 vote per Lot owned, and there shall be only 1 vote per Lot. When Declarant becomes a Class A Member, Declarant shall have 1 vote for each Lot or Parcel still owned or to be constructed by Declarant within the Community.

(d) The vote of a Lot or Parcel may not be divided.

(e) The Class B Member shall be entitled to 9 votes for each Lot or Parcel owned by the Class B Member.

(f) If more than one person owns an interest in any Lot or Parcel, all such persons are Members, but there may be only one vote cast with respect to such Lot or Parcel. Such vote may be exercised as the co-Owners determine among themselves, but no split vote is permitted. Prior to any meeting at which a vote is to be taken, each co-Owner must file the name of the voting co-Owner with the secretary of the Association to be entitled to vote at such meeting, unless such co-owners have filed a general voting authority with the Secretary applicable to all votes until rescinded. Notwithstanding the foregoing, if title to any Lot or Parcel is held in a tenancy by the entireties, either tenant is entitled to cast the vote for such Lot or Parcel unless and until the Association is notified otherwise in writing.

(g) Electronic Voting. Electronic voting may occur in and for the Association under the terms and provisions of the following:

1. In order for electronic voting to occur on any Association matter, the Board must first pass a resolution authorizing same, which resolution must:

a. provide that Members receive notice of the opportunity to vote through an online voting system;

b. establish reasonable procedures and deadlines for Members to consent, in writing, to online voting; and

c. establish reasonable procedures and deadlines for Members to opt out of online voting after giving consent.

2. Once such a resolution has been passed, elections and other membership votes may be conducted through an internet-based online voting system if a Member consents, in writing, to online voting and if the following requirements are met:

a. The Association shall provide each Member with a method or means:

(1) to authenticate the Member's identity to or within the online voting system;

(2) to confirm, at least 14 days prior to the date of the vote or the voting deadline, that the Member's electronic device can successfully communicate with the online voting system; and

(3) that is consistent with the election and voting procedures in these Bylaws and the other Governing Documents; and

b. The Association utilizes an online voting system that is able to:

(1) authenticate the Member's identity;

(2) authenticate the validity of each electronic vote to ensure that the vote is not altered in transit;

(3) transmit a receipt from the online voting system to each Member who casts an electronic vote;

(4) permanently separate any authentication or identifying information from the electronic election ballot, rendering it impossible to tie an election ballot to a specific Member (this provision only applies if these Bylaws provide for secret ballots for the election of Directors); and

(5) store and keep electronic ballots accessible to election officials for recount, inspection, and review.

3. (i) A Member voting electronically pursuant to or as a result of this subsection (g) shall be counted as being in attendance at the meeting for purposes of determining a quorum and (ii) any electronic votes cast pursuant to or as a result of this subsection (g) shall be deemed to be votes cast in person.

4. A Member's consent to online voting is and shall remain valid until the Member opts out of online voting pursuant to the procedures established by the Board.

5. This subsection (g) shall apply to any matter that requires a vote of the Members.

Section 10. **Presiding Officers.** At each meeting of the Members, the president, or in his absence the vice president, shall preside and the secretary, or in his absence the assistant secretary, shall be the secretary for the meeting.

Section 11. **Right to Speak.** Members and Owners have the right to attend all membership meetings and to speak at any meeting with reference to all items opened for discussion or included on the agenda. Notwithstanding any provision to the contrary in the Association's governing documents or any rules adopted by the Board or by the membership, a

Member or an Owner has the right to speak for at least 3 minutes on any item, provided that the Member or Owner submits a written request to speak prior to the meeting. The Association may adopt written reasonable rules governing the frequency, duration, and other manner of Member and Owner statements, which rules must be consistent with the provisions of this Section.

ARTICLE IV. **Directors**

Section 1. **Board of Directors.** Until Transfer of Control of the Association from Declarant to the non-Declarant owners, the affairs of the Association shall be managed by a Board of 3 directors. A director must be a Member, except that the directors elected or appointed by the Class B Members need not be Members and may be the officers and/or employees of Declarant. Subsequent to Transfer of Control, the Board shall be comprised of not less than 3 directors and not more than 7 directors, such number to be determined by the Board from time to time. There shall be at all times a minimum of 3 directors.

Section 2. **Election of Directors.**

(a) Election of directors shall be held at the annual Members' meeting. Any Member shall have the right to self-nominate from the floor unless the Board prior to notice of the annual meeting establishes rules and procedures for advance candidacy only.

(b) The election of directors to be elected by the Class A Members shall be by ballot (unless dispensed by the unanimous vote consent of those Members eligible to vote in person or proxy) and shall be determined by a plurality of the Class A votes cast. There shall be no cumulative voting.

(c) Except as to vacancies provided by removal of directors by Members, all vacancies in the Board occurring between annual meetings of Members, including vacancies created by increasing the size of the Board, shall be filled by the vote of a majority of the remaining directors.

(d) Any directors elected by Class A Members may be removed in accordance with the provisions of the Act. If a vacancy occurs on the Board as a result of the removal of less than a majority of the directors, the vacancy shall be filled by the affirmative vote of a majority of the remaining directors. If vacancies occur on the Board as a result of the removal of a majority or more of the directors, the vacancies shall be filled in accordance with the provisions of the Act.

(e) Notwithstanding the foregoing, the Class B Members shall have the right to elect all Directors as long as there shall be Class B membership, except that Class A Members shall be entitled to elect at least one member of the Board of Directors (but not a majority of the directors until Transfer of Control has occurred) if 50% of the Lots, And Parcels in all phases of the Community which will ultimately be operated by the Association have been conveyed to the Class A Members.

(f) Any disputes involving the election of directors shall be resolved through the applicable provisions of the Act.

Section 3. **Term of Office.** Unless otherwise provided herein, the term of each director's service shall be one year and until his successor is duly elected and qualified or until he is removed in the manner provided elsewhere herein.

Section 4. **Composition of the Board of Directors; Eligibility.**

(a) In accordance with the Articles of Incorporation, the Board appointed and named in said Articles of Incorporation (and their successors appointed by Declarant) shall serve at least until Class A Members are entitled to elect one or more of the directors.

(b) Upon Transfer of Control, a simple majority of directors shall be elected for a term of office to end at the second subsequent annual meeting of the Members of the Association, and the remaining directors shall be elected for a term of office to end at the subsequent annual meeting of the Members of the Association. Following the initial election of non-Declarant Members, subsequent elections to the Board shall be for a 2 year term of office, unless otherwise provided herein. All officers of a corporation or other entity owning a Lot or Parcel shall be deemed to be Members of the Association so as to qualify each to become a director hereof.

(c) A Member who is delinquent in the payment of any fee, fine, or other monetary obligation to the Association for more than ninety (90) days is not eligible to be a director.

(d) A Member who has been convicted of any felony in Florida or in a United States District or Territorial Court, or has been convicted of any offense in another jurisdiction which would be considered a felony if committed in Florida, is not eligible to be a director, unless such Members' civil rights have been restored for at least 5 years as of the date on which such Member seeks election to the board.

(e) The validity of any action by the Board is not affected if it is later determined that a member of the Board is ineligible to be a director.

Section 5. **Notice of Board Meetings to Members.** Notices of all Board meetings must be posted in a conspicuous place in the Community at least 48 hours in advance of a meeting, except in an emergency. In the alternative, notice of the Board meeting, which shall include an agenda, shall be mailed, delivered, or sent by electronic transmission to each Member of Record listed in the membership book of the Association at the street, post office, or electronic mail address (as applicable) shown therein not less than 7 days prior to the meeting, except in an emergency. Evidence of compliance with this 7-day notice requirement shall be made by an affidavit executed by the person providing the notice and filed upon execution among the official records of the Association. A Member must consent in writing to receiving notice via electronic transmission.

Alternatively to the foregoing, notice may be given to Members in any other manner provided by Florida Statute. By way of example, and not limitation, such notice may be included in a newsletter sent to each Member by the Association in the ways indicated above. For the purposes of giving notice, the area for notices to be posted within the Common Areas shall be deemed a conspicuous place. For electronic notices, the email address of the Member as provided in the membership book shall be used. Notices of any meetings of the Board at which Assessments

against Homes and/or amendments regarding rules regarding parcel use are to be considered shall (a) be provided in the manner described in this Section not less than the time provided in Article III, Section 2 of these Bylaws and (b) contain (i) a statement (as applicable) that Assessments shall be considered and a statement of the nature of such Assessments and/or (ii) that amendments regarding rules regarding parcel use shall be considered.

Section 6. **Right of Members to Speak at Board Meetings.** Notwithstanding any provision to the contrary in the Association's governing documents or any rules adopted by the Board or by the membership, an Owner has the right to attend all Board meetings and to speak on any matter placed on the agenda by petition of the voting interests for at least 3 minutes. The Association may adopt written reasonable rules governing the frequency, duration, and other manner of Owner statements, which rules must be consistent with the provisions of the Act, and may include a sign-up sheet for Members wishing to speak. Notwithstanding any other law, the requirement that Board meetings and committee meetings be open to the Members is inapplicable to meetings between the Board or a committee and the Association's attorney (a) held for the purpose of discussing personnel matters, or (b) as otherwise specifically prescribed under the Act.

Section 7. **Annual Meetings.** The annual meeting of the Board may be held at such time and place as shall be determined by the directors, except that such annual directors' meeting shall be held as soon as practicable following the annual Members' meeting. If held at any time other than immediately following the annual Members' meeting, there shall be 3 days' notice given by the President personally or by mail, telephone or telegraph, which notice shall state the time and place of the meeting.

Section 8. **Meeting to Determine Assessments.** An Assessment may not be levied at a Board meeting unless a written notice of the meeting is provided to all Members of Record at least 14 days before the meeting, which notice shall include a statement that Assessments will be considered at the meeting and the nature of the Assessments. Written notice of any meeting at which Special Assessments will be considered must be mailed, delivered, or electronically transmitted to the Owners and posted conspicuously on the Common Property or broadcast on closed-circuit cable television not less than 14 days before the meeting.

Section 9. **Meeting to Determine Rules and Regulations.** Written notice of any meeting at which rules that regulate the use of Lots, And Parcels in the Community may be adopted, amended, or revoked must be mailed, delivered, or electronically transmitted to the Owners, and posted conspicuously on the Common Property or broadcast on closed-circuit cable television, not less than 14 days before the meeting. A written notice concerning changes to the rules that regulate the use of Lots, And Parcels in the Association must include a statement that changes to the rules regarding the use of Lots and Parcels will be considered at the meeting.

Section 10. **Special Meetings.** Special meetings of the directors may be called by the president and must be called by the secretary at the written request of 2/3 of the directors. Not less than 3 days' notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.

Section 11. **Waiver of Notice.** Any director may waive notice of a meeting before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice. Attendance at a meeting shall constitute a waiver of notice.

Section 12. **Quorum and Voting.** A quorum at directors' meetings shall consist of a majority of the entire Board. The acts approved by a majority of directors shall constitute the acts of the Board except when approval by a greater number of directors is required by the Declaration, the Articles of Incorporation, these Bylaws, or the laws of the State of Florida.

Section 13. **Adjourned Meetings.** If at any meeting of the Board there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business that might have been transacted at the meeting as originally called may be transacted without further notice.

Section 14. **Joinder in Meeting by Approval of Minutes.** The joinder of a director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the presence of such director for the purpose of determining a quorum.

Section 15. **Petition by Members to Board to Address an Item of Business.** If twenty (20) percent of the total voting interests in the Association petition the Board to address an item of business, the Board shall, at its next regular Board meeting or at a special meeting, but not later than 60 days after the receipt of the petition, consider the petitioned item. Written notice of the meeting shall be provided to all Members of Record at least 14 days before the meeting. Such notice shall include an agenda of items to be considered. Other than addressing the petitioned item at the meeting, the Board is not obligated to take any other action requested by the petition.

Section 16. **Presiding Officer and Secretary for Meetings.** The presiding officer of the directors' meetings shall be the chairman of the Board if such an officer has been elected; and if none, the president shall preside. In the absence of the presiding officer, the directors present shall designate one of their number to preside. The secretary of the Association shall be the secretary for meetings of the directors, unless absent, in which case the directors shall designate one of their members to act as secretary for the meeting.

Section 17. **Compensation.** No director shall receive compensation for any service he may render to the Association as director. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties, and this provision shall not preclude a person who is also a director to receive compensation in exchange for other services rendered to or on behalf of the Association in a capacity other than director.

Section 18. **Committees.** The Board may from time to time appoint such committees and delegate such duties and powers thereto as it may deem advisable.

Section 19. **Attendance by Telephone.** Any member or members of the Board shall be deemed present and voting at a meeting of such Board if said member or members participate in the meeting by means of a conference telephone or similar communications equipment or device enabling all persons participating in the meeting to hear each other.

Section 20. **Action Without Meeting.** Any action required or permitted to be taken at any meeting may be taken without a meeting if written consent to the action signed by all the members of the Board is filed with the minutes of the proceedings of the Board.

Section 21. **Powers.** The Board shall have the powers set forth in the Declaration and the Florida Not-For-Profit Corporation Act, including but not limited to the power to:

(a) adopt and promulgate rules and regulations governing the Community or contemplated by the Declaration, and to establish penalties for the infraction thereof (a rule shall be deemed promulgated when a copy thereof is furnished to each Member in person or mailed to each such Member at the address on the records of the Association);

(b) suspend the voting and rights of a Member as described in the Declaration or as otherwise provided in the Act;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration, including the establishment of the Assessments provided for in the Declaration; and

(d) employ a manager, or such other independent contractors or employees as they deem necessary, and to prescribe their duties.

Section 22. **Duties.** It shall be the duty of the Board to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present an oral or written statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by 1/10th of the Class A Members who are entitled to vote;

(b) supervise all officers, agents and employees of the Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

1. fix the amount of the Assessments to be levied against the Owners;

2. exercise the duties of the Board as set forth in the Declaration and enforce the restrictions and covenants contained therein; and

3. take appropriate and timely action against Members whose Assessments are in default;

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any Assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an

Assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) cause all officers or employees having fiscal responsibilities to be bonded, if such bonding may be deemed appropriate; and

(f) perform such other acts as may be required of a board of directors under the Florida Not-For-Profit Corporation Act.

Section 23. **Compliance with Educational Requirement.** Each director, within 90 days after being elected or appointed to the Board, shall comply with the requirements of Section 720.3033(1) of the HOA Act.

ARTICLE V. Officers

Section 1. **First Officers.** In accordance with the Articles of Incorporation, the first officers of the Association named and appointed in such Articles of Incorporation shall serve until their qualified successors are elected by the Board.

Section 2. **Executive Officers.** The executive officers of the Association shall be a president, who shall be a director, a vice president, who shall be a director, a treasurer-secretary and other officers as shall be elected by the Board. Except as provided in Section 1 of this Article, such officers shall be elected annually by the Board. Officers need not be Owners, and the officers and employees of Declarant may be officers of the Association. The Board from time to time may elect such assistant or other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association. Each officer shall serve until a qualified successor is elected by the Board. The Board, by a 2/3 affirmative vote, from time to time may remove an officer with or without cause and fill such vacancy so created.

Section 3. **President.** The president shall be the chief executive officer of the Association. He shall have all of the powers and duties that are usually vested in the office of president of a corporation, including, but not limited to, the power to appoint committees from among the Members from time to time, as he in his discretion may determine appropriate, to assist in the conduct of the affairs of the Association.

Section 4. **Vice-President.** The vice-president, in the absence or disability of the president, shall exercise the powers and perform the duties of the president. He also shall assist the president generally and exercise such other powers and perform such other duties as shall be prescribed by the directors.

Section 5. **Secretary.** The secretary shall keep the minutes of all proceedings of the directors and Members. He shall attend to the giving and serving of all notices to the Members and directors and others that are required by law. He shall have custody of the seal of the Association and affix it to any instruments requiring a seal when duly signed. He shall keep the records of the Association including the membership book, except those of the treasurer unless the secretary is also the treasurer of the Association. The secretary shall perform all other duties incident to the office of secretary of a corporation and as may be required by the Board of

Directors or the President. Any assistant secretary elected shall perform the duties of the secretary when the secretary is absent.

Section 6. **Treasurer.** The treasurer shall have custody of all property of the Association including funds, securities and evidences of indebtedness. He shall keep the books of the Association in accordance with good accounting practices, and he shall perform all other duties usually incident to the office of treasurer.

Section 7. **Compensation.** No officer shall receive any compensation by reason of his office; provided, however, that nothing herein shall preclude the Board from employing an officer as an employee of the Association or preclude the contracting with an officer for management services.

ARTICLE VI. **Fiscal Management**

Section 1. **Depositories.** All funds of the Association shall be deposited in the name of the Corporation in such bank, banks or other financial institutions as the Board may from time to time designate, and shall be drawn out on checks, drafts or other orders signed on behalf of the Association by such person or persons as the Board may from time to time designate.

Section 2. **Contracts, Etc.** Except as otherwise specifically provided by these Bylaws, all contracts, agreements, deeds, bonds, mortgages and other obligations and the instruments shall be signed on behalf of the Association by the president or by such other officer, officers, agent or agents as the Board may from time to time by resolution provide.

Section 3. **Budget.** The Board shall adopt an Annual Budget for each fiscal year that shall include the estimated funds required to defray the Association expenses and to provide and maintain funds for the appropriate accounts according to good accounting practices. Such Annual Budget shall be adopted prior to, and a copy shall be distributed at, the annual Members' meeting next preceding the fiscal year for which the Annual Budget shall apply.

Section 4. **Assessments.** As more fully provided in the Declaration, each Member is obligated to pay to the Association certain Assessments which are secured by a continuing lien upon the property against which the particular Assessment is made. Any Assessments which are not paid when due shall be delinquent. If the Assessment is not paid within 30 days after the due date, the assessment shall bear simple interest from the date of delinquency at the rate of 18% per annum, or such other rate as may be, from time to time, established by the Board; provided, however, that such rate shall not exceed the maximum rate allowed by the law not constituting usury and compound interest shall not be permitted. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the particular Lot or Parcel, and interest, costs and reasonable attorneys' fees of any such action shall be added to the amount of such Assessment. No Owner may waive or otherwise escape liability for the Assessments provided for herein.

Section 5. **General Assessments.** The Board shall adopt the General Assessments pursuant to the Declaration. The General Assessments contained in the Association's initial budget shall remain in effect until changed by action of the Board. The adoption of these Bylaws

is action of the Board to fix and establish the General Assessments as contained in the Association's initial budget.

Section 6. **Other Assessments.**

(a) As contemplated by the Declaration, Special Assessments may be adopted by the Association to meet expenses which exceed the Annual Budget adopted by the Board of Directors. Such Special Assessments shall be adopted and levied upon approval of a majority of the votes cast by the Members present at a special meeting called for that purpose. Prior to Transfer of Control, Special Assessments may only be levied if a majority of the Owners other than Declarant has approved the Special Assessment by a majority vote at a duly called special meeting of the Association's membership at which a quorum is present.

(b) The Association shall impose and levy Specific Assessments in accordance with the Declaration.

Section 7. **Financial Report.** The Treasurer of the Association shall report the financial status of the Association to the Members in accordance with the financial reporting requirements of the Act.

ARTICLE VII. Amendments

Prior to Transfer of Control, amendments to these Bylaws shall be adopted by the Board of Directors without any requirement or necessity for a vote of the Association membership or for consent by any party, except as may be otherwise specifically required herein. Subsequent to Transfer of Control, these Bylaws may be altered, amended or added to at any duly called meeting of the Members, provided:

(A) Notice of the meeting shall contain a statement of the proposed amendment.

(B) If the amendment has received the unanimous approval of the full Board of Directors, then it shall be approved upon the affirmative vote of two thirds (2/3) of the votes cast at a meeting called for such purpose.

(C) If the amendment has not been approved by the unanimous vote of the Board of Directors, then the amendment shall be approved by the affirmative vote of three fourths (3/4) of the votes cast at a meeting called for such purpose.

(D) No amendment to these Bylaws shall be made which affects any of the rights and privileges provided to Declarant under the Governing Documents without the written consent of Declarant for so long as Declarant owns any portion of the Property.

(E) Notwithstanding the foregoing, no amendment to these Bylaws which will affect any aspect of the Surface Water and Storm Water Management System located on the Property shall be effective without the prior written approval of the WMD.

ARTICLE VIII. Miscellaneous

Section 1. The fiscal year of the Association shall be the calendar year.

Section 2. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles of Incorporation shall control. In the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

Section 3. All issues or disputes which are recognized by the Act or by administrative rules promulgated under the Act as being appropriate or required for dispute resolution shall be submitted to such dispute resolution procedures contained in the Act prior to institution of civil litigation.

Section 4. The Board shall identify one Member to serve as the Association's "water conservation officer" to promote the efficient use of water for the Community (and if no such Member is identified, the President shall be deemed to be the "water conservation officer"). The duties of the "water conservation officer" shall include assistance in the implementation of the City's water conservation plan elements and assistance in promoting the rules and residential landscape irrigation restrictions imposed by the City and the WMD.

EXHIBIT “D”

WATER MANAGEMENT DISTRICT PERMIT

EXHIBIT “E”

INITIAL COMMON AREA TRACTS

Tracts on the Plat	Who Owns	Who Maintains
LB1, LB2 and LB3 (Buffer Tracts)	CDD	CDD
OS1, OS2, OS3, and OS4 (Open Space Tracts)	Association	Association
RC1 (Amenity/Recreation Tract)	Association	Association
PD1, PD2, PD3, PD4, PD5, PD6, PD7, and PD8 (Stormwater Tracts)	CDD	CDD
PK1 (Park Tract)	Association	Association
W1, W2, W3, W4, and W5 (Wetland Tracts)	CDD	CDD

INITIAL NON-COMMON AREA TRACTS

Tracts on the Plat	Who Owns	Who Maintains
A (Right-of-Way)	Association	Association
LS1 (Lift Station)	CDD City	CDD City

Summary report: Litera Compare for Word 11.7.0.54 Document comparison done on 8/14/2025 10:12:21 PM	
Style name: CF Word Style	
Intelligent Table Comparison: Active	
Original DMS: iw://cfimanager.carltonfields.com/DBCARLTON01/134091240/10	
Modified DMS: iw://cfimanager.carltonfields.com/DBCARLTON01/134091240/11	
Changes:	
<u>Add</u>	43
Delete	32
Move From	0
<u>Move To</u>	0
<u>Table Insert</u>	0
Table Delete	0
<u>Table moves to</u>	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	75

Prepared by and return to:

Jin Liu, Esq.
Carlton Fields, P.A.
4221 W. Boy Scout Boulevard, Suite 1000
Tampa, Florida 33607
(813) 223-7000

JOINDER AND CONSENT OF MORTGAGEE
(Windward Preserve Plat)

The undersigned, (a) as mortgagee under that certain Purchase Money Mortgage, Assignment of Rents, Security Agreement, and Fixture Filing recorded March 5, 2024, recorded in Official Records Book 10007, page 2441, of the public records of Brevard County, Florida (the "**Mortgage**"), (b) as lender under that certain Collateral Assignment of Contracts, Permits, Approvals and Declarant Rights recorded March 5, 2024, in Official Records Book 10007, Page 2471, of the public records of Brevard County, Florida (the "**Assignment**"), and (c) as seller under that certain Additional Purchase Price Memorandum of Agreement recorded March 5, 2024, in Official Records Book 10007, Page 2487, of the public records of Brevard County, Florida (the "**Memorandum**"), hereby (1) joins in and consents to the plat of **Windward Preserve** recorded or to be recorded in the public records of Brevard County, Florida (the "**Plat**"), including, without limitation, the dedication of such land and easements as set forth on and pursuant to the Plat (collectively, the "**Dedication**"), and (2) agrees and covenants that in the event of foreclosure or other enforcement of the Mortgage, Assignment and/or Memorandum, or any action in lieu of foreclosure, the Plat (including, without limitation, all of the Dedication) shall survive and remain in full force and effect.

Dated this 25th day of September, 2025.

WITNESSES:

Name: [Signature]
Print Name: Leslie M. Ellis
Address: 401A High Point Drive
Cocoa, Florida 32936

BEACHLINE PARTNERS, LLC,
a Florida limited liability company

By: [Signature]
Print Name: Summit Shah
Title: mgr

(Seal) NONE

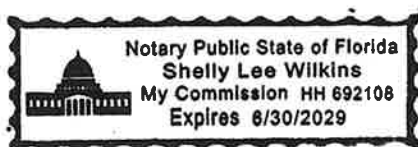
Name: [Signature]
Print Name: Lauren Smedley
Address: 401A High Point Drive
Cocoa, Florida 32936

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 September, 2025, by Summit Shah, as Manager of **BEACHLINE PARTNERS, LLC**, a Florida limited liability company, on behalf of such company, who is ☒ personally known to me or ☐ has produced _____ as identification.

My Commission Expires: 06/30/2029
(AFFIX NOTARY SEAL)

Notary: [Signature]
Print Name: Shelly Lee Wilkins
Notary Public, State of Florida



Jin Liu
813-229-4209 Direct Dial
jliu@carltonfields.com

Atlanta
Florham Park
Hartford
Los Angeles
Miami
Minneapolis
New York
Orlando
Tallahassee
Tampa
Washington, DC
West Palm Beach

September 24, 2025

Planning and Zoning Division
City of Cocoa, Florida
65 Stone Street
Cocoa, Florida 32922

**Re: Taylor Morrison / Windward Preserve Plat Approval
Attorney Opinion of Title**

Dear Sir or Madam:

For purposes of rendering this Opinion of Title, our firm has reviewed the enclosed Plat Property Information Report issued by Old Republic National Title Insurance Company having an effective date through September 14, 2025, at 5:00 p.m., identified as Order No. 24096690, and attached hereto as Exhibit "B" ("**Title Report**").

Based solely on the information provided in the Title Report, our firm is of the opinion that:

- A. the land described in Exhibit "A" attached hereto and made a part hereof (the "**Property**") is owned by Taylor Morrison of Florida, Inc., a Florida corporation;
- B. The Property also is subject to the easements, covenants, conditions, restrictions, and other such matters described in the Title Report as items 1 through 10, which are listed below:
1. Special Warranty Deed recorded between Beachline Partners, LLC, a Florida limited liability company and Taylor Morrison of Florida, Inc., a Florida corporation recorded March 5, 2024, in O.R. 10007, Page 2436, Public Records of Brevard County, Florida.
 2. Purchase Money Mortgage, Assignment of Rents, Security Agreement and Fixture filing recorded March 5, 2024, in O.R. Book 10007, Page 2441, as affected by Mortgagee Special Assessment Acknowledgment recorded in O.R. Book 10418, Page 1787, Public Records of Brevard County, Florida.
 3. Collateral Assignment of Contracts, Permits, Approvals and Declarant Rights recorded March 3, 2024, in O.R. Book 10007, Page 2471, Public Records of Brevard County, Florida.
 4. Assignment of Development Rights recorded March 3, 2024, in O.R. Book 10007, Page 2481, Public Records of Brevard County, Florida.
 5. Additional Purchase Price Memorandum of Agreement recorded March 5, 2024, in O.R. Book 10007, Page 2487, Public Records of Brevard County, Florida.

6. Notice of Commencement recorded February 5, 2025, in O.R. Book 10257, Page 463, Public Records of Brevard County, Florida.
7. Ordinance No. 31-2004 recorded August 31, 2004, in Book 5355, Page 2621, as affected by Stipulated Settlement Agreement recorded January 9, 2008, in Book 5837, Page 2226, and Settlement Implementation Agreement recorded July 28, 2022, in Book 9571, Page 2808, Public Records of Brevard County, Florida.
8. Preceding Development Agreement recorded April 28, 2005 in Book 5458, Page 5467, as affected by Preceding Development Agreement Second Amended Development Agreement recorded November 21, 2006 in Book 5721, Page 8205; Ordinance No. 102005 recorded November 5, 2007 in Book 5823, Page 798; Stipulated Settlement Agreement under Case No. 05-2005-018141 recorded January 9, 2008 in Book 5837, Page 2226; Assignment of Development Rights to Beachline Partners, LLC, a Florida limited liability company recorded July 14, 2021 in Book 9189, Page 1053; Assignment of Development Rights to Beachline Partners, LLC, a Florida limited liability company re-recorded August 10, 2021 in Book 9218, Page 1740; and Settlement Implementation Agreement recorded July 28, 2022 in Book 9571, Page 2808, and Assignment of Development Rights recorded in O.R. Book 10007, Page 2481, Public Records of Brevard County, Florida.
9. Notice of Establishment of Windward Preserve Community Development District recorded February 9, 2024, in Book 9989, Page 1458, Public Records of Brevard County, Florida.
10. Recorded Notice of Environmental Resource Permit recorded September 16, 2024, in O.R. Book 10157, Page 2235, Public Records of Brevard County, Florida.
11. Easement to Florida Power & Light Company recorded in O.R. Book 10412, Page 2835, Public Records of Brevard County, Florida.
12. Collateral Assignment of Agreement (2025 Bonds) recorded in O.R. Book 10418, Page 1765, as affected by Declaration of Consent recorded in O.R. Book 10418, Page 1776; Windward Preserve Community Development District Disclosure of Public Finance recorded in O.R. Book 10418, Page 1781; Windward Preserve Community Development District Notice of Special Assessments/Governmental Line of Record recorded in O.R. Book 10418, Page 1793 and Windward Preserve Community Development District Notice of Special Assessments/Governmental Lien of Record recorded in O.R. Book 10418, Page 1793, Public Records of Brevard County, Florida.
13. True-Up Agreement recorded in O.R. Book 10418, Page 1797, Public Records of Brevard County, Florida.

This letter is effective through September 14, 2025, at 5:00 p.m., and is issued solely for the reliance by the City of Cocoa in connection with its review and approval of a Plat for Windward Preserve pertaining to the Property and for no other purposes or uses.

I hereby certify that the legal description contained in this opinion of title coincides with, and is the same as, the legal description in the proposed Plat for Windward Preserve. The acreage set forth in the legal description was prepared by Billy Alan Chavers, P.S.M. #7086, a licensed surveyor, and is not within the scope of this opinion.

Sincerely,

CARLTON FIELDS, P.A.

A handwritten signature in blue ink, appearing to be 'Jin Liu', with a large loop at the start and a horizontal stroke extending to the right.

Jin Liu, Esq.

Enc.

Exhibit "A"

Legal Description of the Property

A PARCEL OF LAND LYING IN SECTION 10, TOWNSHIP 24 SOUTH, RANGE 35 EAST, CITY OF COCOA, BREVARD COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTH 1/4 CORNER OF SECTION 10, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, THENCE RUN NORTH 00°15'06" WEST, A DISTANCE OF 50.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF JAMES ROAD PER OFFICIAL RECORDS BOOK 783, PAGE 918 AS RECORDED IN THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE NORTH 89°44'07" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE OF JAMES ROAD, A DISTANCE OF 1630.19 FEET; THENCE DEPARTING SAID NORTH RIGHT-OF-WAY LINE RUN NORTH 16°15'30" WEST FOR A DISTANCE OF 333.76 FEET; THENCE RUN NORTH 89°44'06" WEST FOR A DISTANCE OF 488.69 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 9 (INTERSTATE 95) PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION 70007-2508, SAID POINT LYING ON A NON-TANGENT CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 3725.72 FEET WITH A CHORD BEARING OF NORTH 07°31'13" WEST AND A CHORD LENGTH OF 949.69 FEET; THENCE NORTHWESTERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE THROUGH A CENTRAL ANGLE OF 14°38'40" FOR AN ARC LENGTH OF 952.28 FEET; THENCE NORTH 00°11'53" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 205.36 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 528 (ALSO KNOWN AS THE "BEELINE EXPRESSWAY" FORMERLY KNOWN AS STATE ROAD NO. 524) PER SAID FLORIDA DEPARTMENT OF TRANSPORTATION MAP AND A POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 600.49 FEET WITH A CHORD BEARING OF NORTH 00°22'04" EAST AND A CHORD LENGTH OF 11.86 FEET; THENCE NORTHEASTERLY THROUGH A CENTRAL ANGLE OF 01°07'55" FOR AN ARC LENGTH OF 11.86 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE, RUN SOUTH 89°36'14" EAST FOR A DISTANCE OF 1174.09 FEET; THENCE ALONG A NON-RADIAL LINE, RUN NORTH 00°23'46" EAST FOR A DISTANCE OF 301.90 FEET TO A POINT ON A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 2488.54 FEET WITH A CHORD BEARING OF NORTH 66°31'39" EAST FOR A CHORD LENGTH OF 488.13 FEET; THENCE NORTHEASTERLY THROUGH A CENTRAL ANGLE OF 11°15'24" FOR AN ARC LENGTH OF 488.92 FEET TO THE POINT OF TANGENCY; THENCE RUN NORTH 60°53'56" EAST FOR A DISTANCE OF 804.50 FEET; THENCE RUN SOUTH 89°05'44" EAST FOR A DISTANCE OF 1321.10 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 17452.24 FEET WITH A CHORD BEARING OF SOUTH 84°49'24" EAST FOR A CHORD LENGTH OF 1362.81 FEET; THENCE SOUTHEASTERLY THROUGH A CENTRAL ANGLE OF 04°28'31" FOR AN ARC LENGTH OF 1363.15 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 10; THENCE SOUTH 00°04'37" EAST ALONG THE EAST LINE OF SAID SECTION 10, A DISTANCE OF 958.03 FEET; THENCE NORTH 89°52'22" WEST, A DISTANCE OF 668.66 FEET; THENCE SOUTH 00°07'14" EAST, A DISTANCE OF 1272.93 FEET TO A POINT ON THE AFOREMENTIONED JAMES ROAD; THENCE NORTH 89°51'39" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 2003.09 FEET TO THE POINT OF BEGINNING.

CONTAINS 212.10 ACRES, MORE OR LESS.

Exhibit "B"

Title Report

REVISION 9

PLAT PROPERTY INFORMATION REPORT

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Inspired Title Services, LLC
Vanessa Cody
9601 Amberglen Blvd., Suite 100
Austin, TX 78729

Attention: To whom it may concern

Re: ORT # 24096690

This is to certify that we have searched the public records of Brevard County, Florida, through September 14, 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:

Windward Preserve

and more particularly described in attached legal description and that said search reveals record title to said lands to be vested in Taylor Morrison of Florida, Inc., a Florida corporation, by virtue of Special Warranty Deed recorded in O.R. Book 10007 Page 2436.

Our search reveals the following encumbrances and/or exceptions to title which are not satisfied or released of record:

1. Special Warranty Deed recorded between Beachline Partners, LLC, a Florida limited liability company and Taylor Morrison of Florida, Inc., a Florida corporation recorded March 5, 2024 in O.R. 10007, Page 2436, Public Records of Brevard County, Florida.
2. Purchase Money Mortgage, Assignment of Rents, Security Agreement and Fixture filing recorded March 5, 2024 in O.R. Book 10007, Page 2441, as affected by and Mortgagee Special Assessment Acknowledgment recorded in O.R. Book 10418, Page 1787, Public Records of Brevard County, Florida.
3. Collateral Assignment of Contracts, Permits, Approvals and Declarant Rights recorded March 3, 2024 in O.R. Book 10007, Page 2471, Public Records of Brevard County, Florida.
4. Assignment of Development Rights recorded March 3, 2024 in O.R. Book 10007, Page 2481, Public Records of Brevard County, Florida.
5. Additional Purchase Price Memorandum of Agreement recorded March 5, 2024 in O.R. Book 10007, Page 2487, Public Records of Brevard County, Florida.
6. Notice of Commencement recorded February 5, 2025 in O.R. Book 10257, Page 463, Public Records of Brevard County, Florida.

Other Matters:

7. Ordinance No. 31-2004 recorded August 31, 2004 in Book 5355, Page 2621, as affected by Stipulated Settlement Agreement recorded January 9, 2008 in Book 5837, Page 2226, and Settlement Implementation Agreement recorded July 28, 2022 in Book 9571, Page 2808, Public Records of Brevard County, Florida.
8. Preceding Development Agreement recorded April 28, 2005 in Book 5458, Page 5467, as affected by Preceding Development Agreement Second Amended Development Agreement recorded November 21, 2006 in Book 5721, Page 8205; Ordinance No. 102005 recorded November 5, 2007 in Book 5823, Page 798; Stipulated Settlement Agreement under Case No. 05-2005-018141 recorded January 9, 2008 in Book 5837, Page 2226; Assignment of Development Rights to Beachline Partners, LLC, a Florida limited liability company recorded July 14, 2021 in Book 9189, Page 1053; Assignment of Development Rights to Beachline Partners, LLC, a Florida limited liability company re-recorded August 10, 2021 in Book 9218, Page 1740; and Settlement Implementation Agreement recorded July 28, 2022 in Book 9571, Page 2808, and Assignment of Development Rights recorded in O.R. Book 10007, Page 2481, Public Records of Brevard County, Florida.
9. Notice of Establishment of Windward Preserve Community Development District recorded February 9, 2024, in Book

151 Southhall Lane Suite #250 Maitland FL 32751

Phone: 407-647-1915 Fax:

9989, Page 1458, Public Records of Brevard County, Florida.

10. Recorded Notice of Environmental Resource Permit recorded September 16, 2024, in O.R. Book 10157, Page 2235, Public Records of Brevard County, Florida.
11. Easement to Florida Power & Light Company recorded in O.R. Book 10412, Page 2835, Public Records of Brevard County, Florida.
12. Collateral Assignment of Agreement (2025 Bonds) recorded in O.R. Book 10418, Page 1765, as affected by Declaration of Consent recorded in O.R. Book 10418, Page 1776; Windward Preserve Community Development District Disclosure of Public Finance recorded in O.R. Book 10418, Page 1781; Windward Preserve Community Development District Notice of Special Assessments/Governmental Line of Record recorded in O.R. Book 10418, Page 1793 and Windward Preserve Community Development District Notice of Special Assessments/Governmental Lien of Record recorded in O.R. Book 10418, Page 1793, Public Records of Brevard County, Florida.
13. True-Up Agreement recorded in O.R. Book 10418, Page 1797, Public Records of Brevard County, Florida.

TAX INFORMATION:

Taxes for the year 2024 in the gross amount of \$387.37 are PAID.
Parcel ID#24-35-10-00-502; Real Estate Account #2462086

This certificate is issued solely for the purpose of complying with Section 177.041, Florida Statutes.

This report is not title insurance. Pursuant to s. 627.7843, Florida Statutes, the maximum liability of the issuer of this property information report for errors or omissions in this property information report is limited to the amount paid for this property information report, and is further limited to the person(s) expressly identified by name in the property information report as the recipient(s) of the property information report.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

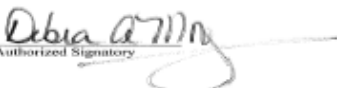

Authorized Signatory

EXHIBIT A

A PARCEL OF LAND LYING IN SECTION 10, TOWNSHIP 24 SOUTH, RANGE 35 EAST, CITY OF COCOA, BREVARD COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTH 1/4 CORNER OF SECTION 10, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, THENCE RUN NORTH 00°15'06" WEST, A DISTANCE OF 50.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF JAMES ROAD PER OFFICIAL RECORDS BOOK 783, PAGE 918 AS RECORDED IN THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE NORTH 89°44'07" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE OF JAMES ROAD, A DISTANCE OF 1630.19 FEET; THENCE DEPARTING SAID NORTH RIGHT-OF-WAY LINE RUN NORTH 16°15'30" WEST FOR A DISTANCE OF 333.76 FEET; THENCE RUN NORTH 89°44'06" WEST FOR A DISTANCE OF 488.69 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 9 (INTERSTATE 95) PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION 70007-2508, SAID POINT LYING ON A NON-TANGENT CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 3725.72 FEET WITH A CHORD BEARING OF NORTH 07°31'13" WEST AND A CHORD LENGTH OF 949.69 FEET; THENCE NORTHWESTERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE THROUGH A CENTRAL ANGLE OF 14°38'40" FOR AN ARC LENGTH OF 952.28 FEET; THENCE NORTH 00°11'53" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 205.36 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 528 (ALSO KNOWN AS THE "BEELINE EXPRESSWAY" FORMERLY KNOWN AS STATE ROAD NO. 524) PER SAID FLORIDA DEPARTMENT OF TRANSPORTATION MAP AND A POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 600.49 FEET WITH A CHORD BEARING OF NORTH 00°22'04" EAST AND A CHORD LENGTH OF 11.86 FEET; THENCE NORTHEASTERLY THROUGH A CENTRAL ANGLE OF 01°07'55" FOR AN ARC LENGTH OF 11.86 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE, RUN SOUTH 89°36'14" EAST FOR A DISTANCE OF 1174.09 FEET; THENCE ALONG A NON-RADIAL LINE, RUN NORTH 00°23'46" EAST FOR A DISTANCE OF 301.90 FEET TO A POINT ON A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 2488.54 FEET WITH A CHORD BEARING OF NORTH 66°31'39" EAST FOR A CHORD LENGTH OF 488.13 FEET; THENCE NORTHEASTERLY THROUGH A CENTRAL ANGLE OF 11°15'24" FOR AN ARC LENGTH OF 488.92 FEET TO THE POINT OF TANGENCY; THENCE RUN NORTH 60°53'56" EAST FOR A DISTANCE OF 804.50 FEET; THENCE RUN SOUTH 89°05'44" EAST FOR A DISTANCE OF 1321.10 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 17452.24 FEET WITH A CHORD BEARING OF SOUTH 84°49'24" EAST FOR A CHORD LENGTH OF 1362.81 FEET; THENCE SOUTHEASTERLY THROUGH A CENTRAL ANGLE OF 04°28'31" FOR AN ARC LENGTH OF 1363.15 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 10; THENCE SOUTH 00°04'37" EAST ALONG THE EAST LINE OF SAID SECTION 10, A DISTANCE OF 958.03 FEET; THENCE NORTH 89°52'22" WEST, A DISTANCE OF 668.66 FEET; THENCE SOUTH 00°07'14" EAST, A DISTANCE OF 1272.93 FEET TO A POINT ON THE AFOREMENTIONED JAMES ROAD; THENCE NORTH 89°51'39" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 2003.09 FEET TO THE POINT OF BEGINNING.

CITY COUNCIL AGENDA ITEM

Memo Date: December 1, 2025
Agenda Date: December 9, 2025
File ID: 2025-1159
Prepared By: Rebecca Bowman, Finance Director
Through: Stockton Whitten, City Manager
Requested Action: Request Council to approve Ordinance 13-2025 on First Reading, Approving a Non-Exclusive Natural Gas Franchise Between the City of Cocoa and Pivotal Utility Holdings, Inc. d/b/a Florida City Gas, and Consideration of Approval of the Franchise Agreement.

BACKGROUND:

The City's current gas franchise was granted through Ordinance No. 3-93, adopted on April 27, 1993. This ordinance approved a 30-year non-exclusive gas franchise between the City and Florida City Gas's predecessor, Elizabeth Town Gas Company of Florida. This franchise agreement has now expired.

The City and Pivotal Utility Holdings, Inc., doing business as Florida City Gas, desire to enter into a new Non-Exclusive Natural Gas Franchise Agreement, to continue natural gas service within the City. The new Agreement establishes updated franchise terms for a new 30-year period, grants Florida City Gas the continued non-exclusive right to install, maintain, and operate natural gas facilities in the City's rights-of-way and supersedes and repeals the 1993 franchise.

This agreement requires Florida City Gas to pay 6% franchise fee to the city monthly based on Florida City Gas's gross revenues, less any adjusted for uncollected accounts from the sale of natural gas to customers in the city.

Additionally, the ordinance approves the new franchise agreement attached as Exhibit A and repeals all prior inconsistent ordinances, including Ordinance No. 3-93.

PRIORITY AREA CONNECTION:

Investment in Public Infrastructure
Public Safety/Community Standards

BUDGETARY IMPACT:

Budgeted? Yes

If not budgeted, is an amendment / transfer attached?

The City budgets an estimate of natural gas franchise fees annually.

Source/Use of Funds

Account Number 001-0000-323.40-00

Amount \$100,000 for FY26

PREVIOUS ACTION:

The City previously approved a thirty-year contract with Florida City Gas by means of Ordinance 3-93 on April 27, 1993.

RECOMMENDED MOTION:

Staff recommends that City Council approve Ordinance 13-2025, approving a non-exclusive natural gas franchise between the City of Cocoa and Pivotal Utility Holdings, Inc, on First Reading.

ORDINANCE NO. 13-2025

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, APPROVING A NON-EXCLUSIVE NATURAL GAS FRANCHISE BETWEEN THE CITY OF COCOA AND PIVOTAL UTILITY HOLDINGS, INC., A NEW JERSEY CORPORATION D/B/A FLORIDA CITY GAS ATTACHED HERETO; PROVIDING FOR REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, NO INCORPORATION INTO THE CODE, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, pursuant to Article VIII, Section 2(b) of the Florida Constitution, municipalities have governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal services, and may exercise any power for municipal purposes except as otherwise provided by law ("Municipal Home Rule Authority"); and

WHEREAS, Article XV of the City Charter authorizes the City Council to adopt franchise agreements by Ordinance; and

WHEREAS, there is currently in effect a franchise agreement between the City of Cocoa and Pivotal Utility Holdings, Inc. ("Franchisee") predecessor in interest, the terms of which are set forth in City of Cocoa Ordinance No. 3-93, passed and adopted on April 27, 1993, granting to Elizabethtown Gas Company, a subsidiary of N.U.I. Corporation, its successors and assigns, including Franchisee, a thirty (30) year gas franchise, ("Current Franchise Agreement"); and

WHEREAS, Franchisee and the City of Cocoa desire to enter into a new agreement (New Franchise Agreement) providing for the payment of fees to the City of Cocoa in exchange for the nonexclusive right and privilege of supplying natural gas services within the City of Cocoa free of competition from the City of Cocoa, pursuant to certain terms and conditions, and

WHEREAS, the parties have mutually agreed to execute a new agreement attached hereto to supersede the Current Franchise Agreement; and

WHEREAS, the City Council finds that this Ordinance serves a public purpose and is in the best of the public health, safety, and welfare of the citizens of Cocoa.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF COCOA, as follows:

Section 1. Incorporation of Recitals. The foregoing recitals are affirmed and incorporated as part of this resolution.

Section 2. Establishment of New Natural Gas Franchise Agreement. The City Council hereby approves the new Non-Exclusive Natural Gas Franchise Agreement between the

City of Cocoa and Pivotal Utility Holdings, Inc, a New Jersey Corporation, attached hereto as **Exhibit A**, and fully incorporated herein by this reference (“Agreement”). The City Council’s approval of the new Agreement shall also serve to expressly superseding the Current Franchise Agreement which shall no longer be in full force and effect upon the Effective Date of this Ordinance and the full execution of the new Agreement.

Section 3. No Incorporation into City Code. This Ordinance and attached Agreement shall not be incorporated into the City Code.

Section 4. Severability. Should any section or provision of this resolution, or any portion hereof, any paragraph, sentence, or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereto as a whole or part thereof to be declared invalid.

Section 5. Effective Date. This Ordinance shall become effective immediately upon its adoption by the City Council of the City of Cocoa, Florida. However, the new Agreement shall become at such time the City and Franchisee fully execute the Agreement.

ADOPTED by the City Council of the City of Cocoa, Florida, in a Regular meeting assembled on the ____ day of _____, 2026.

Michael C. Blake, Mayor

ATTEST:

Monica Arsenault, CMC, City Clerk

Exhibit A
Non-Exclusive Natural Gas Franchise Agreement

NON-EXCLUSIVE FRANCHISE AGREEMENT

This **NON-EXCLUSIVE FRANCHISE AGREEMENT** (the "Agreement") is entered into this _____ day of _____, 2026 between **CITY OF COCOA**, a Florida municipality ("City"), and **PIVOTAL UTILITY HOLDINGS, INC.**, a New Jersey corporation d/b/a Florida City Gas ("Franchisee"). City and Franchisee shall sometimes be collectively referred to as the "Parties" and, individually, as a "Party".

WITNESSETH:

WHEREAS, the City Council is granted the authority, under Section 2(b), Article VIII, of the State Constitution, to exercise power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, Section 166.021(1) provides that municipalities shall have the governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal services, and may exercise any power for municipal purposes except when expressly prohibited by law; and

WHEREAS, the City Council of the City of Cocoa, Florida recognizes that the City of Cocoa and its citizens need and desire the continued benefits of natural gas service; and

WHEREAS, Franchisee is a public utility which has the demonstrated ability to supply such services; and

WHEREAS, there is currently in effect a franchise agreement between the City of Cocoa and Franchisee's predecessor in interest, the terms of which are set forth in City of Cocoa Ordinance No. 3-93, passed and adopted on April 27, 1993, granting to Elizabethtown Gas Company, a subsidiary of N.U.I. Corporation, its successors and assigns, including Franchisee, a thirty (30) year gas franchise, ("Current Franchise Agreement"); and

WHEREAS, Franchisee and the City of Cocoa desire to enter into a new agreement (New Franchise Agreement) providing for the payment of fees to the City of Cocoa in exchange for the nonexclusive right and privilege of supplying natural gas services within the City of Cocoa free of competition from the City of Cocoa, pursuant to certain terms and conditions, and

WHEREAS, the City desires to grant a non-exclusive franchise to permit the construction, maintenance and operation of natural gas facilities within the City; and

WHEREAS, the Franchisee is capable of providing such services.

NOW, THEREFORE, the Parties agree as follows:

SECTION 1. DEFINITIONS

(a) "City" shall mean City of Cocoa, a Florida municipal corporation .

- (b) "Franchise" shall mean this Agreement and the rights granted to Franchisee hereunder.
- (c) "Franchisee" shall mean Pivotal Utility Holdings, Inc., a New Jersey corporation d/b/a Florida City Gas, and its successors and approved assigns.
- (d) "Gas System Facilities" or "Facilities" shall mean and include, but not be limited to, gas mains, pipes, supply pipes, conduits, ducts, service connections, manholes, regulators, drip pots, control devices and any other hardware or other appurtenances used as a means of conveying, distributing or selling natural gas for the purpose of supplying natural gas to the meter of the Customer, constructed both prior to and during the term of this Agreement.
- (e) "Customers" shall mean all residences, businesses, governmental entities and industrial establishments located within the City purchasing natural gas from Franchisee.
- (f) "FPSC" shall mean the Florida Public Service Commission or its successor agency or agencies.
- (g) "Franchise Fee" shall mean the fees described in Section 8 of this agreement.
- (h) "Gross Revenues" shall mean any revenues recognized in accordance with General Accepted Accounting Procedures (GAAP) derived from the services charges, customer charges, energy charges (including ECCR factor charges, CRA factor charges and margins and/or surcharges and any other energy based charges approved for billing Customers by the FPSC) and, for customers who purchase gas from Franchisee, gas charges, and any applicable minimum charges or discount, as such charges and discounts are defined in Franchisee's tariffs for both transportation Customers of Franchisee and Consumers purchasing gas from Franchisee. Gross Revenues shall not include any taxes, or other governmental fees and charges which are paid to tax authorities. Gross Revenues shall not include bad debt, uncollectable accounts, interest, returned check charges, late fees, connection, re-connection, disconnection, convenient fees and any other miscellaneous charges related to account changes and updates as well as any revenue derived from appliance leasing and any warrantee and repair plan activity derived from appliance leasing.
- (i) "Natural Gas" shall mean natural gas in a gaseous state unmixed or a mixture of natural and artificial gas, whether manufactured, "landfill" or otherwise.
- (j) "Uncollectible Accounts" shall mean any account which has been closed.

SECTION 2. FRANCHISE

The City hereby grants to the Franchisee, and the Franchisee hereby accepts, the non-exclusive right, privilege and franchise, for the period of thirty (30) years from the effective date hereof, to construct, maintain and operate only Gas System Facilities in, under, upon, and across the present and future streets, alleys, bridges, easements and other public rights-of-way dedicated or owned by the City within the City's incorporated areas, as such areas may be constituted from time to time. Notwithstanding the grant to use any street, alley, bridges, easements and other public rights-of-way dedicated or owned by

the City, no such street, bridge, easement and other public rights-of-way shall be used by the Franchisee if the City, in its reasonable discretion and after consultation with the Franchisee, determines that such use by the Franchisee is inconsistent with the terms, conditions or provisions by which the applicable street, alley, bridges, easements and other public rights-of-way was created, dedicated, or conveyed to the City. For other streets, alleys, bridges, easements and other public rights-of-way not dedicated or owned by the City, Franchisee shall obtain the consent of the applicable controlling authority before constructing, maintaining and operating Gas System Facilities in, under, and across such street, alley, bridges, easements and other public rights-of-way. The Franchisee shall construct, maintain and operate Gas System Facilities in accordance with established industry practices, and applicable federal, state and local law, including the orders, rules and regulations of the FPSC or any other regulatory body having jurisdiction over the Franchisee and, to the extent permitted by law, the City's installation, maintenance and operation standards in respect of natural gas.

The City acknowledges that the rates, fees, and charges that Franchisee charges its Customers are determined by the FPSC.

This grant of authority to Franchisee is strictly limited to the provision of natural gas service only. It is explicitly recognized that this Franchise does not limit the Franchisee's ability to operate a liquefied petroleum (commonly referred to as LP gas, bottled gas, or propane) business within the City, similar to any other liquefied petroleum business, nor does it limit the City's ability to assess a franchise fee upon the liquefied petroleum business within the limits permitted under Florida law.

Franchisee may, without obtaining the City's consent, pledge this Franchise and/or the facilities as security.

SECTION 3. USE AND MAINTENANCE OF PUBLIC RIGHTS-OF-WAY

Franchisee's Gas System Facilities shall be located or relocated and so constructed as not to interfere with, including but not limited to, sanitary sewers, drainage systems, water pipes, electrical conduits, communication cables or other public utility service facilities, existing at the time of such location, relocation or construction. The Franchisee's Facilities shall not obstruct or interfere with the public uses of streets, roads, highways or alleys, or create any conditions which are or may become dangerous to the traveling public. Franchisee shall attempt to minimize above grade facilities, and such facilities shall be installed near the outer boundaries of the public rights-of-way when appropriate. The location or relocation of all Facilities shall be made after Franchisee has received all applicable permits, approvals and permissions from the City and such other governmental entities as may be necessary, and the location(s) or relocation(s) shall be subject to the City's approval. In the event that Franchisee is acting in its proprietary function as a retail provider of gas equipment or appliances, Franchisee shall seek the appropriate permits from the City. Franchisee shall cooperate with the City at all times by providing timely and complete information regarding the location of its Facilities. Franchisee and City shall cooperate and coordinate their efforts to make the most efficient and economical use of the public rights-of-way and the Gas System Facilities.

The Franchisee shall, at its own expense, replace, repair and restore in a timely manner any sidewalk, street, alley, pavement, water, sewer or other utility line or appurtenance, soil, landscaping, dirt or other improvement, property or structure of any nature, that may be damaged or displaced by the Franchisee in the conduct of its operations, and shall, at a minimum, restore all property to a condition

at least equivalent to the condition immediately prior to the work and/or changes made by the Franchisee. Franchisee shall take safety precautions to alert the public of work, which may include, but is not limited to, the use of barricades, door hangers, and signs.

The City shall not require the relocation of any of the Franchisee's Facilities installed before or after the effective date hereof in public rights-of-way unless or until the Facilities unreasonably interfere with the convenient, safe, or continuous use, or the maintenance, improvement, realignment, extension, or expansion, of such public rights-of-way. If the City requires the removal or relocation of Franchisee's Facilities because the Facilities interfere as stated above, the City must provide Franchisee with reasonable written notice, and upon Franchisee's receipt of such written notice, Franchisee shall use commercially reasonable efforts to apply for all permits and any other approvals which are necessary for the removal or relocation of Franchisee's Facilities. Upon Franchisee's receipt of all permits and any other approvals, Franchisee shall have thirty (30) days to commence the work to remove or relocate such Facilities at Franchisee's expense, and thereafter, Franchisee will use commercially reasonable efforts to complete the work. In the event Franchisee fails to remove or relocate such Facilities as required herein, then the City shall provide Franchisee with thirty (30) days written notice to cure such failure, and only in the event Franchisee fails to timely cure such failure, the City may proceed to cause the Facilities to be removed or relocated and the expense therefore shall be charged against the Franchisee.

SECTION 4. INSURANCE

The Franchisee, at all times during the exercise of its Franchise, shall carry general liability insurance in the amount of Five Million Dollars and No Cents (\$5,000,000.00) to indemnify any persons sustaining personal injury or property damage as a result of the actions of the Franchisee in the construction, operation or maintenance of its Facilities in accordance with the terms of Section 7. Indemnification hereof. The City shall be named as an additional insured. Notwithstanding the foregoing, the Franchisee may meet the insurance minimum using, in part or whole, any combination of self-insurance and captive insurance. In the event Franchisee elects to meet the insurance minimum using, in part or whole, any combination of self-insurance or captive insurance, the Franchisee shall provide the City with documentation attesting to its qualified status.

SECTION 5. ACCIDENTS OR DAMAGES; EMERGENCIES

The City shall not be liable or responsible in any manner whatsoever for any accident, personal injury, property damage or any claim or damage that may occur in the course of the construction, operation or maintenance of any of its Facilities by Franchisee, and its employees, agents, contractors, and any third parties hired by Franchisee to perform any aspect of Franchisee's responsibilities under this Agreement, except for damages specifically caused by or arising out of the negligence, strict liability, intentional torts or criminal acts of the City, its officers, employees and agents, or any third parties. Nothing in this Agreement shall be construed to affect in any way the City's rights, privileges, and immunities under the doctrine of "sovereign immunity" as set forth in Section 768.28, Florida Statutes or of any other privilege, immunity or defense afforded to the City and its officers, employees and agents under law.

SECTION 6. NON-COMPETITION BY CITY

While this franchise is non-exclusive, the City specifically agrees that it shall not, during the term of this grant, or any extensions thereof, engage in the business of distributing and selling gas in competition with the Franchisee, its successors or assigns.

SECTION 7. INDEMNIFICATION

Franchisee shall indemnify, defend and hold harmless the City, its councilmembers, officers, attorneys, agents and employees from and against any and all claims, suits, actions, regulatory or administrative proceedings (including reasonable attorney's fees, including appeals), liabilities and expenses arising during the term of this Franchise and resulting in personal injury, loss of life or damage to property sustained by any person or entity (collectively "Claims") caused by or arising out of Franchisee's negligence, intentional torts, strict liability, violation of applicable law, or Franchisee's breach of this Agreement, in connection with the construction, operation or maintenance of its Gas System Facilities within the City, except for Claims caused by or arising out of the negligence, strict liability, intentional torts, breach of applicable law or breach of this Agreement by the City or its officers, employees and agents. The indemnity hereunder includes not only the costs, expenses and attorneys' fees incurred by the City in defense of any third party's claim (prior to and during all phases of litigation, including trial and post-trial and appellate proceedings) and also includes the costs, expenses and attorneys' fees incurred by the City in the event it must enforce the terms of this indemnity prior to and during all litigation including trial, post trial and appellate proceedings. Nothing in this Agreement shall be construed to affect in any way the City's rights, privileges, and immunities under the doctrine of "sovereign immunity" as set forth in Section 768.28, Florida Statutes or of any other privilege, immunity or defense afforded to the City and its officers, employees and agents under law. The provision of this Section shall survive the termination of this Agreement.

SECTION 8. FRANCHISE FEE

Following the effective date of this Franchise Agreement, and each month thereafter during the term of this Franchise Agreement, the Franchisee shall pay to the City a Franchise Fee which, when added to the amount of all licenses, excises, fees, charges and other impositions of any kind whatsoever (except ad valorem property taxes and non-ad valorem tax assessments on property) levied or imposed by the City against Franchisee's property, business or operations and those of its subsidiaries, is equal to six percent (6%) of the Franchisee's Gross Revenues, less any adjustments for Uncollectible Accounts, from the sale, transportation, distribution or delivery of natural gas to Customers within the City. In the event any Uncollectible Account becomes collectible and/or is collected, an adjustment in amount due the City shall be made in the next monthly payment.

SECTION 9. ACCOUNTS AND RECORDS; RIGHTS TO AUDIT

Franchisee shall maintain accounts and records in a manner consistent with Section 368.108 of the Florida Statutes and Chapter 25-7 of the Florida Administrative Code and such that the Gross Revenues within the corporate limits of the City are able to be calculated for purposes of payment of the Franchise Fee to the City. The City may, at its own expense, upon reasonable notice and within ninety (90) days after each anniversary date of this Franchise, examine the Franchisee's records relating to the calculation of the franchise payment for the year preceding such anniversary date. Such examination

shall be during normal business hours at Franchisee's office where such records are maintained. Records not prepared by Franchisee in the ordinary course of business or as required herein may be provided at the City's expense and as the City and Franchisee may agree in writing. Information identifying Franchisee's customers by name or their natural gas consumption shall not be taken from Franchisee's premises. Such audit shall be impartial and all audit findings, whether they decrease or increase payment to the City, shall be reported to Franchisee. The City's examination of Franchisee's records in accordance with this Section shall not be conducted by any third party employed or retained by the City whose fee, in whole or part, for conducting such audit is contingent on the finding of the audit. At the City's request no more than once annually, Franchisee will provide to the City an electronic version of a billing list of all Franchisee customer addresses within the incorporated areas of the City. The City will respect Franchisee's confidential documents. The City will be given access to confidential documents while on Franchisee premises, but shall not remove those confidential documents from Franchisee premises unless expressly authorized to do so by Franchisee. Information relative to this audit and likely to be deemed confidential by Franchisee includes, but is not limited to, nonpublic customer or customer account information, nonpublic policies and procedures, and any other nonpublic information that gives Franchisee an opportunity to gain an advantage over its competitors.

SECTION 10. BOUNDARY CHANGES TO THE CITY

Upon the City's annexation of any property and reasonable written notice to Franchisee thereof, the portion of Franchisee's Facilities that may be located within such annexed territory, and upon the streets, alleys or public grounds, shall be subject to all the terms of this Franchise.

SECTION 11. FORFEITURE OR REVOCATION OF FRANCHISE

The Franchisee's material failure to comply in any respect with any of the provisions of this Franchise after written notice from City and a reasonable opportunity, no less than one hundred and eighty (180) days, to cure shall be grounds for forfeiture of this Franchise pursuant to which the City shall have the right to revoke and cancel all franchise rights granted in this Agreement; provided, however, that Franchisee's failure to comply with any provision of this Franchise as the result of a strike, lockout, or any other cause beyond the reasonable control of the Franchisee (collectively "*Force Majeure*") shall not constitute grounds for the City's revocation and cancellation of any rights hereunder. In the event Franchisee in good faith disputes the City's determination of the Franchisee's material non-compliance with the provision(s) of this Franchise specified in the City's notice, or the City disputes the Franchisee's assertion that its failure to comply with the provision(s) of this Franchise was or is the result of *Force Majeure*, the Franchisee and the City shall negotiate in good faith to resolve the dispute prior to commencing formal legal proceedings.

Notwithstanding any provision to the contrary, Franchisee acknowledges that nothing contained in this Agreement shall constitute a waiver by the City of any rights it may possess at law (including, but not limited to the power of eminent domain), or as afforded under Chapter 166, Florida Statutes.

SECTION 12. DESIGNATED REPRESENTATIVES

The following individuals are designated to represent the City and Franchisee respectively on all matters concerning the Franchise. All written communications shall be given by nationally recognized overnight courier or by certified mail with return receipt requested, to the addresses provided, or at such

other address as either Party may advise the other in writing and to the extent a Party has provided an Email address as provided below, then an additional copy of any such written communications shall also be sent by electronic submission to the Email address provided:

For the City:

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

With copies to:

City of Cocoa
City Attorney
65 Stone Street
Cocoa, Florida 32922

For the Franchisee:

Florida City Gas
General Manager
4045 NW 97th Avenue
Doral, FL 33178

With copies to:

Florida City Gas
Attn: Regulatory Affairs
208 Wildlight Ave.
Yulee, FL 32097

Chesapeake Utilities Corporation
Attn: General Counsel
500 Energy Lane
Dover, DE 19901
Email: LegalTeam-CPK@chpk.com

SECTION 13. NO WAIVER

Nothing in this Agreement shall be construed as a surrender or waiver by the City of (a) its police powers or the authority to regulate the use of the public streets and/or other public places, provided no regulation contravenes the material terms of this Franchise, and (b) its right to sovereign immunity.

SECTION 14. RIGHT TO ENFORCE

Except as expressly provided herein, each Party shall have all rights and remedies available in law or in equity in the event of a material breach of any obligation set forth in this Agreement by the other Party.

SECTION 15. ENTIRETY

This writing embodies the entire agreement and understanding between the Parties, and there are no other agreements and understandings, oral or written, with reference to this subject matter that are not merged and superseded.

SECTION 16. GOVERNING LAW

This Agreement shall be governed by and construed according to the laws of the State of Florida.

SECTION 17. EFFECTIVE DATE

As a condition precedent to the taking effect of this Franchise, the Franchisee shall file its acceptance hereof with the City's Clerk within thirty (30) days of adoption of this Franchise. The effective date of this Franchise shall be the date upon which the Franchisee files such acceptance.

SECTION 18. PUBLIC RECORDS

FRANCHISEE SHALL COMPLY WITH THE FLORIDA PUBLIC RECORDS ACT INCLUDING, BUT NOT LIMITED TO, SECTION 119.0701, FLORIDA STATUTES AS APPLICABLE. IF FRANCHISEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO FRANCHISEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS FRANCHISE, FRANCHISEE SHALL CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT 321-433-8480 OR AT EMAIL: CITYCLERK@COCOAFL.GOV OR AT ADDRESS: 65 STONE STREET, COCOA, FL 32922, (ATTENTION: RECORDS).

SECTION 19. REPEAL

The Current Franchise Agreement between the City and Franchisee (including the ordinance approving the same) is hereby repealed and replaced by this Ordinance and the Franchise Agreement.

SECTION 20. REFRANCHISING COST

Within thirty (30) days of the Effective Date of this Franchise, Franchisee agrees to pay the City Five Thousand and No/100 Dollars (\$5,000.00) as a reasonable reimbursement for the administrative costs incurred by the City in granting this Franchise.

SECTION 21. MANDATORY STATUTORY CLAUSES

A. **Human Trafficking.** Pursuant to Section 787.06, Florida Statutes, Franchisee, as a nongovernmental entity, must provide the City with an affidavit signed by an officer or a representative of the Franchisee under penalty of perjury attesting that the Franchisee does not use coercion for labor or services as defined in section 787.06(2).

B. **E-Verify.** In accordance with Section 448.095, Florida Statutes, Franchisee shall register with and use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of this Agreement. Franchisee shall also require all

subcontractors to use E-Verify for all new employees hired during their performance of work under this Agreement. Franchisee shall retain copies of all documentation of its E-Verify verification and shall provide such documentation to the City upon request. Failure to comply with this section is a material breach of this Agreement and shall be grounds for termination.

C. **Entities of Foreign Concern.** Franchisee hereby agrees that it is aware of the requirements of Florida Statutes § 287.135. Franchisee affirms that neither Franchisee, its owners, or its principals, are listed on either the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; engaged in business operations in Cuba or Syria; or on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel. Franchisee will notify the City immediately if the Franchisee, its owners, or its principals are placed on the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; engaged in business operations in Cuba or Syria; or on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel. The City may, at its sole option, terminate this Agreement if Franchisee is found to have submitted a false certification, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria. For all Agreements, City may, at its sole option, terminate this Agreement if Franchisee is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

Franchisee also certifies that it is not an “entity of foreign concern” as defined in section 286.101, Florida Statutes to include the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such foreign country of concern, and is not owned, controlled, or influenced by such an entity. Franchisee shall not engage any subcontractor, vendor, or supplier that is an entity of foreign concern for work performed under this Franchise. Franchisee shall immediately notify the City if it or any subcontractor becomes an entity of foreign concern or otherwise becomes noncompliant with this requirement. A violation of this provision constitutes a material breach and provides grounds for termination of this Agreement.

PASSED on first reading this ____ day of _____, 2025.

PASSED AND ADOPTED on second reading this ____ day of _____, 2026.

[Signature Page Follows]

CITY OF COCOA, FLORIDA

By: _____
Michael C. Blake, Mayor

ATTEST:

By: _____ (SEAL)
Monica Arsenault, CMC, City Clerk

APPROVED AS TO FORM AND LEGALITY

By: _____
Anthony A. Garganese, City Attorney

PIVOTAL UTILITY HOLDINGS, INC.

By: _____
Print Name: _____
Title: _____

Date: _____

CITY COUNCIL AGENDA ITEM

Memo Date: November 18, 2025
Agenda Date: December 9, 2025
File ID: 2025-1077
Prepared By: Jennifer Webster, Senior Planner
Through: Stockton Whitten, City Manager
Requested Action: Consideration of a Large Scale Site Plan (Final Engineering) and Preliminary Plat for the Michael C Blake Subdivision, consisting of 30 single family homes and consisting of approximately 2.56 acres. Generally located north of Barbra Jenkins St and between Mango and Blake Avenues.

BACKGROUND:

Staff is seeking approval of a Site Plan (Final Engineering) and Preliminary Plat for the Michael C Blake Subdivision to construct affordable housing for potential homeowners classified as either very-low, low-, or moderate-income persons as defined in Section 420.0004 of the Florida Statutes.

Project Overview:

Project Name: Michael C. Blake Subdivision
Project No: PZ 25-00200015 Large Scale Site Plan and PZ 25-00100002 Preliminary Plat
Applicant: Lennar Homes (Developer)
Rafael Nelson, Anna Myers
3931 RCA Blvd, Suite 3105
Palm Beach Gardens, FL 33410

Property Owner: City of Cocoa
65 Stone St.
Cocoa, FL 32922

Location: Generally, north of Barbra Jenkins St and between Mango and Blake Avenues as depicted in the Location Map on sheet G-1 of the Site Plans.

Overview of Surrounding Area:			
	Future Land Use Designations	Zoning Districts	Land Uses
North	Mixed Use	RU-1-7	Single-family Residential & Vacant
South	Medium Density Residential	RU-1-7	Single-family Residential & Vacant
East	Medium Density Residential	RU-1-7	Single-family Residential & Vacant
West	Medium Density Residential	RU-1-7	Single-family Residential & Vacant

Project History:

In September of 2024, the City published a Request for Proposal (RFP) for the redevelopment of this Property into affordable single-family housing to further the Diamond Square Community Redevelopment Plan objectives.

In October of 2024, Lennar Homes submitted a proposal to develop the Property as thirty-two (32) homesites, each of which would accommodate a two-story, approximately 16' wide home carefully designed to maximize usable space with sizes ranging from 1,295 square feet to approximately 1,700 square feet and would be sold for a maximum sales price not exceeding the affordable threshold established by the United States Department of Housing and Urban Development (HUD) at the time of sale. The City Council selected Lennar Homes for further negotiation of a Development Agreement (DA) that established guidelines and parameters for the development (Project) of the Property.

On April 22, 2025, City Council approved the Concept Plan, Development Agreement and Purchase and Sale Agreement for the Michael C. Blake Subdivision (please see attachments for reference. Please see Exhibit "B" in the DA for the Concept Plan).

On June 23, 2025, Lennar submitted the Site Plan and Preliminary Plat for review and approval by City Staff (also attached for reference).

Project Description:

The City acquired the Property from the Cocoa Housing Authority for the purpose of developing affordable housing and the City previously subdivided such portion of the Property into the existing Michael C. Blake subdivision, as depicted in the attached Boundary and Topographic Survey.

The Project is depicted on the Site Plan to be constructed in accordance with the requirements set forth in the DA. In the subdivision of 15 of the 17 lots into 30 smaller lots, the Project proposes 3 different floor plans and exterior elevations to achieve architectural diversity and a broader range of choices for residents. Each home will have a minimum of 2 bathrooms and three to four, second-floor bedrooms, as depicted

and described in Exhibit “C” of the DA, Elevations and Floor Plans.

Note: The two (2) lots west of Mango Av. between Temple St. and Barbara Jenkins St. (aka the College Park lots), were part of the overall Concept Plan (Exhibit “B” of the DA), but are not included with the Michael C Blake Large Scale Site Plan or Preliminary Subdivision Plat. These two lots have been approved and permitted separately under building permits BR25-000479 and BR25-000480.

As part of the DA, the Developer requested and was granted variances and waivers from Appendix A Zoning, Article XI, Section 3(E), Single-Family Residential District bulk development regulations, which are also reflected in the site plans:

- The minimum lot area has been reduced from 7,500 square feet to a minimum of 3,515 square feet.
- The minimum lot width has been reduced from 75 feet to 37 feet.
- The minimum lot depth has been reduced from 100 feet to 95 feet deep.
- The maximum lot coverage has been increased from 30% to 50%. This waiver shall not be construed as a waiver of the maximum impervious surface ratio required within the Medium Density Residential future land use category.

In accordance with Section 15-21 of the City Code and in consideration of the variances and waivers granted, the Developer was asked to incorporate several development enhancements into the Final Site Plan. This requires the Developer to:

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

Regarding item 3 above, City Staff is currently developing and designing the enhanced landscaping, fencing, and playground equipment plan for the Harry T. Moore Center, which Lennar will fund and implement, per the DA. This will go before the Diamond Square CRA Board for review.

The Site Plan and Preliminary Plat align with the goals, objectives, and policies of the City of Cocoa Comprehensive Plan’s Future Land Use Element and Housing Elements, including:

FUTURE LAND USE ELEMENT

Objective 1.1.4: Redevelopment. The City shall encourage redevelopment of areas

that are exhibiting evidence of decline (i.e., disproportionate number of vacant, dilapidated and/or substandard structures) through redevelopment programs and through maintaining land development regulations that contain standards and procedures to encourage redevelopment where desirable.

Policy 1.1.4.1: The City shall continue to promote vitality and redevelopment of the three community redevelopment areas established pursuant to Chapter 163, F.S.: Cocoa (Downtown) Redevelopment Area, Diamond Square Redevelopment Area and U.S. 1 Corridor Redevelopment Area.

HOUSING ELEMENT

GOAL 3.1: The City shall encourage and promote the provision of decent, safe, and sanitary housing to meet the needs of the present and future population of the City.

Objective 3.1.1: Housing Supply. Assist the private sector to create additional units and preserve existing units to satisfy the projected demand of dwelling units of various types, sizes, and costs which will be needed to house the City's anticipated population through the planning horizon.

Objective 3.1.5: Energy Efficiency. The City shall encourage energy efficiency in the design, construction and rehabilitation of new and existing residential buildings in the City and incorporate alternative energy technologies in the land development regulations.

Objective 3.1.6: Location of Housing. The City shall provide appropriate and adequate locations for very low-income, low-income, and moderate-income housing, and provide for adequate sites for mobile and manufactured homes.

Objective 3.3.1: Incentives for Affordable Housing. The City shall maintain land development regulations and procedures which assist the private and non-profit sector in providing identified housing needs of various types, sizes and costs.

GOAL 3.7: The City shall promote opportunities for the creation of housing and infill development within the City.

Objective 3.7.1: Infill Development. The City shall continue to promote infill housing development by supporting alternative development standards where appropriate and feasible.

Staff concludes that approval of the Large Scale Site Plan will support and promote the long-held objectives and goals of the City and the Diamond Square Redevelopment Area Plan towards developing affordable housing, while keeping consistency with relevant comprehensive plan objectives and zoning policy.

PRIORITY AREA CONNECTION:

Economic and Community Development

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

April 22, 2025, City Council APPROVED the Development Agreement and Purchase and Sale Agreement for the Michael C. Blake Subdivision (corrected on May 13, 2025; amended and restated on July 8, 2025).

December 3, 2025, Planning and Zoning Board recommended that City Council APPROVE the Large Scale Site Plan (Final Engineering) and Preliminary Plat for the Michael C Blake Subdivision.

RECOMMENDED MOTION:

Staff requests that City Council **APPROVE** the Large Scale Site Plan (Final Engineering) and Preliminary Plat for the Michael C Blake Subdivision, consisting of 30 single family homes and consisting of approximately 2.56 acres. Generally located north of Barbra Jenkins St and between Mango and Blake Avenues.



SITE PLAN 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 and provide supplemental items. A pre-application meeting with Staff is **recommended**.

All applications MUST be complete in order to be reviewed by staff. Incomplete applications will be returned.

For Office Use Only - Date Received
Note: Applications received after 3:00 pm will be
date stamped the next day.

Please TYPE or PRINT this application legibly.

1. Type of Application: (select the one that best describes your project)

☐ **Minor Amendment**

- Any site plan amending a previously approved site plan or existing development by 25% or less, being that any structural or impervious surface area is increased by 25% or less of the existing amount of structure or impervious surface area.
- Notwithstanding, any site plan containing a structure greater than 50 feet in height shall be subject to the site plan submittal requirements of a large-scale review.

☒ **Small-Scale**

- Any multi-family structure or combination of structures containing less than 25 units and less than 45,000 square feet; or
- Any non-multi-family structure or combination of structures of less than 45,000 square feet.
- Notwithstanding, any site plan containing a structure greater than 50 feet in height shall be subject to the site plan submittal requirements of a large-scale review.

☒ **Large-Scale**

- Any multi-family structure or combination of structures containing greater than or equal to 25 units and greater than or equal to 45,000 square feet; or
- Any non-multi-family structure or combination of structures of greater than or equal to 45,000 square feet.

2. Project Name: Cocoa Small Homes

3. Applicant Information: * NOTE: For Large-Scale the Applicant is the main contact and must attend the meeting.

Company (if applicable): Lennar

Name: ~~Matthew Pisciotto~~ Rafael Nelson, Anna Myers

Mailing Address: 3931 RCA Blvd, Suite 3105

City: Palm Beach Gardens State: FL Zip Code: 33410

Phone #: (561) 592-1624

Fax #:

Mobile #:

E-mail:

~~matt.pisciotto@lennar.com~~

rafael.nelson@lennar.com

anna.meyers@lennar.com

4. Property Owner Information:

** Check here if same as Applicant → ☐*

** If more than one owner, attach additional sheet with names and addresses.*

Company (if applicable): City of Cocoa
Name: _____
Mailing Address: 65 Stone St.
City: Cocoa State: FL Zip Code: 32922
Phone #: _____ Fax #: _____
Mobile #: _____ E-mail: _____

5. Engineer/Architect/Planner:

** Check here if same as Applicant → ☐*

Company (if applicable): Mills, Short & Associates
Name: James Wesley Mills, P.E.
Mailing Address: 700 22nd Place, Suite 2C
City: Vero Beach State: FL Zip Code: 32960
Phone #: (772) 226-7282 Fax #: _____
Mobile #: _____ E-mail: wmills@millsshortassociates.com

6. Property Information:

Street Address and Location: _____

Parcel ID: _____ ** If more than two Parcel IDs, attach additional sheet with Parcel IDs.*

**24-36-32-07-*-1 to 24-36-32-07-*-6; 24-36-32-07-*-9 to
24-36-32-07-*-17; 24-36-32-CC-13-7; 24-36-32-CC-13-14**

Tax Account Numbers: _____ ** If more than two Tax Account #s, attach additional sheet with Tax Account #s.*

Land Area: 124,400 square feet or 2.86 acres

Future Land Use (to be completed by City): RU-1

Zoning District (to be completed by City): RU-1

Existing Use(s) on Property: RU-1

Proposed Use(s) on Property: Medium Density Residential

7. **Minor Site Plan Amendment** - Please submit the following items in order complete a Minor Amendment application only:

- a. ☒ **Notarized application.**
- b. ☒ **Application fee.** Please make checks payable to the 'City of Cocoa' and submit payment **ONLY** to the Community Services Department. See Schedule of Fees, Charges and Expenses for applicable fees. Application will not be deemed sufficient nor processed for review until payment of application fee is received.
- 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.
- 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. ☒ **Utility plans.** Site plan approval is contingent on approval of your Utility plans. Please submit potable, reclaim and waste water plans along with the following documents directly to the Utilities Department (351 Shearer Blvd., Cocoa, Florida 32922):
 - 1. \$750 Plan Review Fee
 - 2. One hard copy set of signed and sealed plans for the initial review.
 - 3. Hydraulic Analysis Report supporting the Required Fire Flow plus the Max Day Flow.
 - 4. Lift Station Calculations
- g. ☒ **Certified boundary survey.** Submit a certified survey showing all existing structures, easements, driveways, etc.
- h. ☒ **Certified site plan.** Submit 2 paper copies (folded to about 8-1/2 x 11") and 1 electronic file in pdf format of a plan drawn to scale and showing the required site plan elements. See the site plan checklist below for details. Minor Site Plans shall not be smaller than 11 x 17".
- i. ☒ **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.

8. **Small-Scale Site Plan** – In addition to the items in #7 above, please submit the following items in order complete a Small-Scale application:

- a. ☒ **Certified site plan.** Small Scale Site Plans shall not be smaller than 24" x 36".

9. **Large-Scale Site Plan** - In addition to the items in #7 above, please submit the following items in order complete a Large-Scale application:

- a. ☐ **List of owners within 500 feet.** 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.
- b. ☐ **Application fee.** Public notice mailing and legal advertising fees must also be paid a few weeks after application submittal. Contact the Planning and Zoning Division for details.
- c. ☐ **Certified site plan.** The site plan shall not be smaller than 24" x 36".

10. **Site plan re-submittals.** All changes to the site plan must be bubbled on the re-submitted plans. Site plan re-submittals must be accompanied by a list of changes/responses to staff comments, and a certified statement by the site plan preparer that no other changes have been made to the drawings. Otherwise, delays may be experienced due to extra staff review time.

Each resubmittal shall follow the same requirements. An additional 4 paper copies of the plans will be required to be submitted prior to public hearing or staff approval.

Site Plan Elements Checklist Please include the items below in each site plan submittal (combine elements on several sheets where applicable). For Minor Amendments, certain elements may be omitted from being shown on the site plan, if approved by the City.

A. Cover sheet (1st page) (Appendix A, Art. XIII, Sec.1 Site Plans):

- **Type of Application and Title.**
- **General vicinity map.** Provide the following:
 - ☐ Principal roads.
 - ☐ City limits.
 - ☐ Other pertinent orientation information.
- **General statement.** Provide a general description of the project, including but not limited to, the existing uses and site conditions, and proposed uses.
- ☐ **Legal description.** Provide a legal description of the overall site and individual phases, if applicable.
- ☐ **Contact information.** Provide the names, addresses, telephone numbers, fax numbers and e-mail addresses of the following parties:
 - ☐ Owner(s) of the subject property.
 - ☐ Applicant (if different than owner).
 - ☐ Site plan preparers.
- **Title block.** Provide a title block on each sheet, showing the following:
 - ☐ North arrow.
 - ☐ Date.
 - ☐ Name of project.
 - ☐ Graphic scale (not less than one inch equals fifty feet – 1”=50”).
- **Approval stamp blank.** Provide a minimum 4” x 4” space for the approval stamp, located at the bottom right corner of the cover sheet.
- **Sheet index.**

B. Surveys and Inventories (after Cover Sheet):

- **Boundary survey.** Provide a certified and current boundary survey.
- **Topographic survey.** Provide a certified and current topographic survey, which also includes the delineation of any and all wetlands on the project site. This may be included on the boundary survey if approved by the City.
- **Tree survey.** Provide a tree survey locating all trees on the property. Include a list of the number of existing trees by species and d.b.h. Trees on the survey shall be depicted as defined in the City Code. (*Appendix A, Art. XIII, Sec. 22*)
- ☐ **Designated animal and plant species inventory.** Provide an inventory of all protected animal and plant species (*City of Cocoa Comprehensive Plan, Chapter 6 Conservation Element, Policy 6.4.6, etc.*).
- ☐ **Soil types and conditions inventory.**
- **Flood zones.**

C. Demolition and protection plans:

- ☐ **Tree and vegetation preservation plan.** On the landscape plan, indicate all trees that will be removed as well as all trees that will be preserved on the project site. Include a list of all trees removed and trees preserved by species and d.b.h. (*Appendix A, Art. XIII, Sec. 22*)
- ☐ **Demolition plan.** If applicable, provide a demolition plan showing the following details:
 - ☐ Limits of demolition.
 - ☐ Indicate all structures planned for demolition.
 - ☐ Include the following note, “All areas disturbed in the right of way shall be returned to original condition or better.

D. Proposed development plans:

☒ **Land use data table.** Provide the following land use data:

- ☒ Zoning category.
- ☒ Future land use category.
- ☐ Previously approved variances, special exceptions, waivers, re-zonings, subdivisions and any other action(s) taken upon the subject property within the past five (5) years.

☐ **Site plan data table.** Provide the following (list or table/chart format is sufficient):

- ☒ Tabulation of gross acreage and square footage.
- ☒ Tabulation of density (*City of Cocoa Comprehensive Plan, Chapter 1 Future Land Use Element*).
- ☒ Number of units proposed.
- ☒ Location and acreage of open space and recreational areas.
- ☒ Area and percentage of lot covered by structures (separated by type of use).
- ☒ Floor area of dwelling units by type.
- ☒ Impervious surface area (*City of Cocoa Comprehensive Plan, Chapter 1, Figure FLU-1*).
- ☒ Gross floor area (area of lot covered by structure times number of floors).
- ☒ Floor area ratio (total floor area in square feet divided by gross acre of lot in square feet) (*Appendix A, Art. V Definitions*).
- ☐ Number of required and proposed parking spaces with formulas and calculations (*Appendix A, Art. XII Off-Street Parking*).
- ☒ Height of structures and number of floors, including parking garages (*Appendix A, Art. XI, Zoning District Regulations*).
- ☐ If the project is divided into phases, provide a Site Plan Data Table for the entire project and for each individual phase.

☒ **General notes.** Provide the following general notes:

- ☐ Lighting. Lighting shall be designed, installed, maintained, and directed so as to avoid glare on adjoining properties and rights-of-way through the use of semi- and full-cutoff shields.

☒ **Site plan elements.** Provide the following site plan elements:

- ☒ Property and rights of way lines.
- ☐ Depiction of abutting aprons
- ☒ Existing and proposed easements.
- ☐ Right-of-way improvements.
- ☐ Open water bodies (lakes, rivers, ponds, canals, etc.).
- ☐ Jurisdictional wetlands boundary as determined by the St. Johns River Water Management District.
- ☐ Uplands buffer from wetlands (*City of Cocoa Comprehensive Plan, Chapter 6 Conservation Element, Policy 6.4.16(E)*).
- ☒ Paving (including typical details) (*Chapter 18, Art. III and Appendix A, Art. XII, Sec. 3*).
- ☒ Curbs and gutters (*Chapter 18, Art. III and Appendix A, Art. XII, Sec. 3*).
- ☐ On and off-site sidewalks (*Chapter 18, Art. III and Appendix A, Art. XII, Sec. 3*).
- ☐ Trash receptacles/dumpsters and enclosures (*Chapter 9, Art. II, Division 3, Sec. 9-29*).
- ☐ Site lighting fixtures and locations (*Appendix A, Art. XIII, Sec. 10.1*).
- ☐ Fences and walls including (*Appendix A, Art. XIII, Sec. 5*):
 - i. Height.
 - ii. Type.
- ☒ All structures and major features fully labeled and dimensioned including (*Depends on Zoning District from Appendix A, Art. XI, Sections 1 thru 20*):
 - i. Setbacks.
 - ii. Distances between structures.
 - iii. Floor area.
 - iv. Addresses of each separate structure and unit numbers within each structure, if applicable.
- ☐ Proposed parking and circulation plan including (*Appendix A, Art. XII, Sec. 3*):
 - i. Width of driveways.
 - ii. Parking spaces, including dimensions.
 - iii. Existing and proposed points of ingress to and egress from the site.
 - iv. Handicap accessible parking spaces.
 - v. Identify paving type and surface.

■ **Landscape plan elements.** Including but not limited to the following (*Appendix A, Art. XIII, Sec. 22 (C), (D) & (E)*):

- Location and dimension of all buffers.
- Location and dimension of all internal landscaping.
- Plant schedule (legend, quantity, specifications, common name and botanical name of all landscape materials).
- Property boundary.
- Location and area of off-street parking and vehicular use areas.
- Location of sprinklers and/or outlet locations.
- Calculations for the determination of internal landscaping requirements.
- Location of principle structure(s).
- Location, size, and type of existing and replacement trees if applicable.

■ **Drainage plan elements.** Including but not limited to the following:

- ☐ One foot interval contours based upon coast and geodetic data.
- Proposed finished elevation of each building site and first floor level.
- All existing and proposed drainage facilities with size and grade.
- Proposed orderly disposal water runoff.
- Center line elevations along adjacent streets.
- ☐ Cross-sections of stormwater pond slopes.
- Compliance with Floodplain requirements (City Code, Chapter 6)
- ☐ Compliance with Compensatory Storage requirements (City Comprehensive Plan, Stormwater Element)

■ **Potable water, reclaimed water, wastewater, and other utility elements.** Provide a general plan showing the following (detailed plans for permitting must be submitted directly to the Utilities Engineering Department):

- All utilities (including utility poles and guy lines, fire mains, fire hydrants, meters, potable water, reclaimed water, and sewer lines).
- The location and availability of capacity for potable water, reclaimed water, and wastewater facilities to serve the proposed site, including a description of any required improvements or extensions of existing off-site facilities.

■ **Details.** At a minimum, provide details for the items listed below. Additional details may be required by the City.

- ☐ Paving and curbing.
- ☐ Handicap accessible parking space.
- Sidewalks.
- ☐ Trash receptacles/dumpsters and enclosures.
- ☐ Fences, walls, and gates.
- ☐ Stormwater conveyance structures.
- Cross-section of tree protection devices.

E. **Accessory items:**

- ☐ **Stormwater permits.** Provide a copy of a St. John's River Water Management District (SJRWMD) stormwater permit or exemption letter for the site.
- ☐ **Driveway permits.** Provide a copy of a City of Cocoa, Brevard County, and/or Florida Department of Transportation (FDOT) driveway permit or exemption letter if a City of Cocoa, Brevard County, and/or FDOT right-of-way is affected.
- ☐ **Land dedications.** Lands to be dedicated or transferred to a public or private entity and the purposes for which lands will be held and used.

LARGE-SCALE SITE PLAN *Public Hearing process information - please read this!*

- **Dates and locations of public hearings.** All Large-Scale Site Plans require one hearing before the Planning & Zoning Board. All regularly scheduled Planning & Zoning Board hearings are held on the first Wednesday of each month at 6:00 pm in the Cocoa City Council Chambers located at 65 Stone Street, Cocoa, Florida unless otherwise notified.
- **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.
- **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.
- **Exhibits at public hearings.** If photographs, documents, maps or other materials are provided to the Board 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.
- **Witnesses at public hearings.** For the purposes of making a decision on the application, the Board shall only consider testimony of qualified witnesses. A witness is determined by the Board and is generally based on:
 1. The witness has personal knowledge of the fact in which the witness will testify; and/or
 2. In the case of testimony consisting of opinions or inferences, the testimony is qualified as the following:
 - 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.
 - 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.

Signatures and Notarization.

STATE OF FL COUNTY OF Palm Beach I, Gregory Pettibon
being first duly sworn, depose and say that:



I am the applicant, or if corporation, I am the officer of the corporation authorized to act on this request.



I am the legal representative of the applicant of this application and a notarized Letter of Authorization form or agent affidavit accompanies this application giving written, unless the applicant is the Attorney representing the owner.

I hereby certify that I have read, completed and understand this application and understand that if my application and all associated attachments are not complete and accurate in all respects, the application will not be scheduled for a public hearing. I further understand that this application must be complete and accurate prior to the legal advertising of a public hearing.

Gregory J. Pettibon
(APPLICANT SIGNATURE)

Hailey M. Nora
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known ☒ OR Produced Identification ☐

Type of I.D. Produced _____



HAILEY M. NORA
Commission # HH 651641
Expires April 19, 2029

Hailey M. Nora
(NOTARY PUBLIC SIGNATURE)

STATE OF FLORIDA, COUNTY OF Palm Beach
~~OF BREVARD~~

Sworn and subscribed to before me this 12th 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:



B.S.E. CONSULTANTS, INC.
CONSULTING ENGINEERING -
LAND SURVEYING
312 SOUTH HARBOR CITY BOULEVARD, SUITE 4
MELBOURNE, FLORIDA 32901
PHONE: (321) 725-3074 FAX: (321) 723-1159
CERTIFICATE OF PROFESSIONAL ENGINEERS
BUSINESS AUTHORIZATION: #005
CERTIFICATE OF LAND SURVEYING
BUSINESS AUTHORIZATION: LB0004905

SCOTT M. CLAUBITZ
PROFESSIONAL LAND SURVEYOR
FLORIDA LICENSE NUMBER 4151

LESLIE E. HOWARD
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA LICENSE NUMBER 5611

ABBREVIATIONS

AC ADJUSTMENT
AL ARC LENGTH
AVE AVENUE
BLVD BOULEVARD
BM BENCHMARK
BVC BEGINNING OF CURVE
CL CENTERLINE
CA CENTRAL ANGLE
CB CHORD BEARING
CBS CONCRETE BLOCK STRUCTURE
CH CHORD LENGTH
CM CONCRETE MANDREL
CMP CORRUGATED METAL PIPE
CONC CONCRETE
COR CORNER
DEL DELTA (CENTRAL ANGLE)
DEI DEVELOPMENT OF REGIONAL IMPACT
ELEV ELEVATION
EOP END OF CURVE
EOP EDGE OF PAVEMENT
EOW EDGE OF WATER
ERCP ELLIPTICAL REINFORCED CONCRETE PIPE
EAST EASTMENT
FD FOUND
FTE FINISHED FLOOR ELEVATION
FH FIRE HYDRANT
FPL FLORIDA POWER AND LIGHT
FT FEET
HWHY HIGHWAY
IDW IDENTIFICATION NUMBER
INV INVERT
IR IRON ROD
IRC IRON PIPE AND CAP
LB LICENSED BUSINESS
LWP LIGHTER WOOD POST
NE NEIGHBORHOOD IDENTIFICATION
NAD NAD AND DISK
NAD83 NORTH AMERICAN VERTICAL DATUM 1983
NGVD83 NATIONAL GEODETIC VERTICAL DATUM 1983
NTI NON-TANGENT INTERSECTION
NTL NON-TANGENT LINE
NTS NOT TO SCALE
ONE OVERHEAD ELECTRIC UTILITY
ORV ORV RECORDS BOOK
PB PLAT BOOK
PC POINT OF COMPOUND CURVATURE
PCP PERMANENT CONTROL POINT
PDSI PDSI
PK PARKER-KALEN
POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT
PP POWER/UTILITY POLE
PR POINT OF REVERSE CURVATURE
PUD PLANNED UNIT DEVELOPMENT
PVC POLYVINYL CHLORIDE PIPE
R RADIUS
RW RIGHT-OF-WAY
RCP REINFORCED CONCRETE PIPE
RK RAILROAD
ST STREET
TYP TYPICAL

FIELD BOOK: ---
PAGE(S): ---

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DATE: 05/13/2025
DESIGN/DRAWN: LEH/VDP

PROJECT TITLE

COCOA SMALL HOMES

SHEET TITLE

**BOUNDARY &
TOPOGRAPHIC
SURVEY**

PROJECT NO.

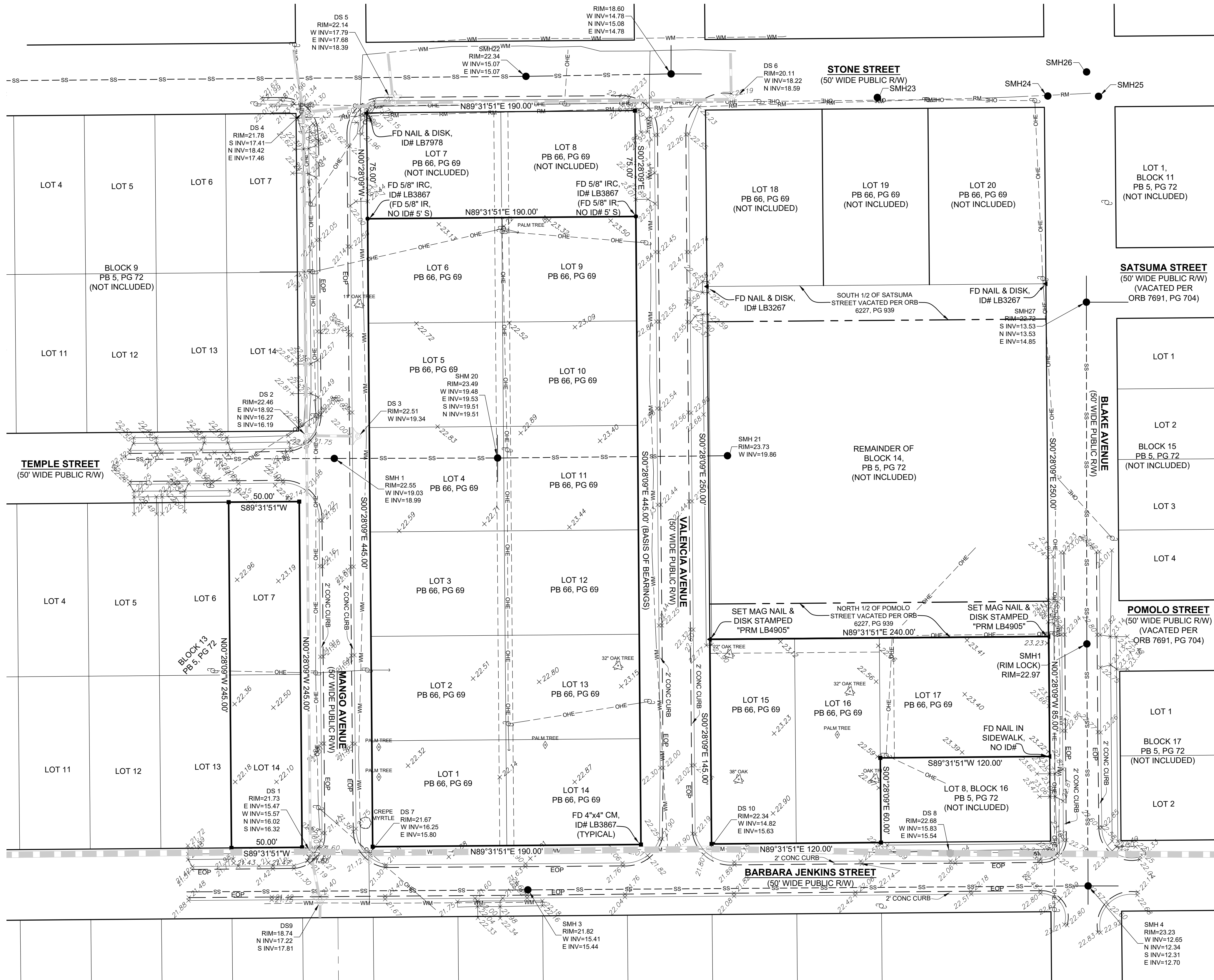
11765

DRAWING NO.

11765_100_001

SHEET

1 of 1



SURVEY NOTES:

SURVEY OF 3 PARCELS OF LAND IN SECTION 32, TOWNSHIP 24 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA.

SURVEY FOR BOUNDARY, ELEVATIONS AND LOCATIONS OF PERTINENT TOPOGRAPHIC FEATURES.

IMPROVEMENTS AND/OR UTILITIES, WHETHER ABOVEGROUND OR UNDERGROUND, ARE NOT LOCATED OR SHOWN ON THIS SURVEY.

BEARING REFERENCE: ASSUMED BEARING OF S00°28'09"E ON THE WEST RIGHT-OF-WAY LINE OF VALENCIA AVENUE.

ELEVATIONS SHOWN ARE REFERENCED TO NAVD88 DATUM.

BENCHMARKS ARE AS SHOWN HEREON.

ORIGINATING BENCHMARK: BREVARD COUNTY SURVEY & MAPPING DEPARTMENT PID# "F6A62", PUBLISHED ELEVATION = 22.154, NAVD88

THIS SURVEY IS SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD.

THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE.

THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER UNLESS ELECTRONICALLY SIGNED AND SEALED IN ACCORDANCE WITH FLORIDA STATUTES CHAPTER 472.025.

THIS SURVEY MEETS THE STANDARDS OF PRACTICE FOR SURVEYS AS REQUIRED BY FLORIDA STATUTES CHAPTER 472 AND THE STANDARDS OF PRACTICE FOR SURVEYS AS REQUIRED BY CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE.

DATE OF LAST FIELD WORK: 05/09/2025

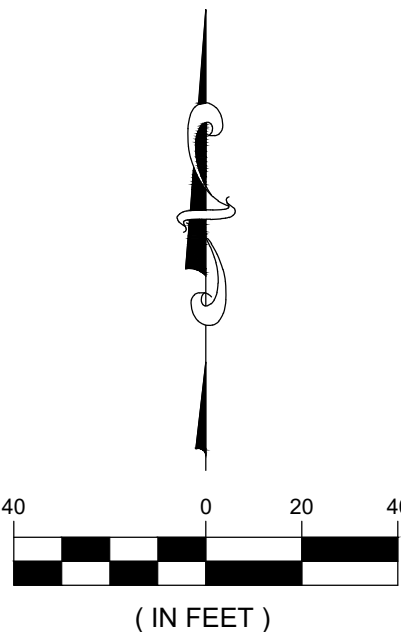
DESCRIPTION:

3 PARCELS OF LAND IN SECTION 32, TOWNSHIP 24 SOUTH, RANGE 36 EAST, CITY OF COCOA, BREVARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOTS 7 & 14, BLOCK 13, AMENDED MAP OF COLLEGE PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 72, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA;

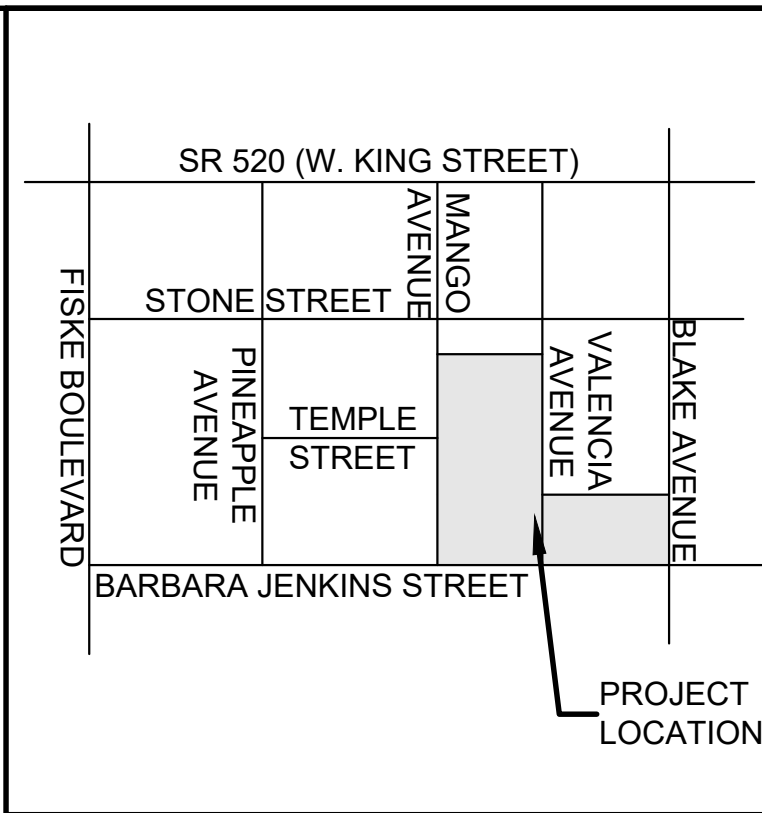
TOGETHER WITH LOTS 1 THROUGH 6 AND LOTS 9 THROUGH 14, MICHAEL C. BLAKE SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 66, PAGE 69, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA

TOGETHER ALSO WITH LOTS 15 THROUGH 17, MICHAEL C. BLAKE SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 66, PAGE 69, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA



MICHAEL C. BLAKE SUBDIVISION RE-PLAT NO. 1

BEING A REPLAT OF LOTS 1 THROUGH 6 AND LOTS 9 THROUGH 17, MICHAEL C. BLAKE SUBDIVISION AS RECORDED IN PLAT BOOK 66, PAGE 69, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA LYING IN SECTION 32, TOWNSHIP 24 SOUTH, RANGE 36 EAST, CITY OF COCOA, BREVARD COUNTY, FLORIDA -PRELIMINARY PLAT-



PLAT BOOK _____, PAGE _____

SHEET 1 OF 1

SECTION 32, TOWNSHIP 24 SOUTH, RANGE 36 EAST

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, LENNAR, being the owner in fee simple of the lands described in

MICHAEL C. BLAKE SUBDIVISION RE-PLAT NO. 1

Hereby dedicates the Public Utility Easements as shown hereon for the installation, maintenance, repair and access of public utilities and facilities to the City of Cocoa and other public utility providers. No other easements are dedicated or granted to the public.

By: _____
SIGNATURE

SEAL

PRINTED NAME/TITLE

LENNAR HOMES

STATE OF FLORIDA COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of _____ physical presence or _____ online notarization, this _____ by _____ incorporated under the laws of State of Florida, on behalf of the company, who is/are personally known to me _____ or has/have produced _____ as identification.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the above date.

NOTARY PUBLIC

My Comm. Expires _____

SEAL

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being a licensed professional surveyor and mapper, does hereby certify that on 05/07/2025 he completed the boundary survey of the lands shown on the foregoing plat, and that said plat was prepared under his direction and supervision and that said plat complies with all of the survey requirements of Chapter 177, part 1, Florida Statutes, and that said lands are located in the City of Cocoa, Brevard County, Florida.

Registration Number 5611
LESLIE E. HOWARD
B.S.E. Consultants, Inc.
312 South Harbor City Boulevard, Suite #4
Melbourne, Fla. 32901
Certificate of Authorization Number: LB-0004905

CERTIFICATE OF CITY SURVEYOR

I HEREBY CERTIFY, That I have reviewed the foregoing plat and find that it is in conformity with Chapter 177, part 1, Florida Statutes.

EDWIN MUNOZ, Jr.
Registered Florida Surveyor & Mapper, License Number 7288
Reviewing Surveyor for the City of Cocoa

SEAL

CERTIFICATE OF APPROVAL OF MUNICIPALITY

THIS IS TO CERTIFY, That on _____, the foregoing plat was approved by the City Council of the City of Cocoa, Florida.

Michael C. Blake, MAYOR

ATTEST:
Monica Arsenault, CITY CLERK

SEAL

CERTIFICATE OF CLERK

I HEREBY CERTIFY, That I have examined the foregoing plat and find that it complies in form with all the requirements of Chapter 177, Part 1, Florida Statutes, and was filed for record on _____ at _____.

File No. _____

ATTEST:
Clerk of the Circuit Court in and for Brevard County, Fla.

PLAT NOTES

- BEARING REFERENCE: ASSUMED BEARING OF S00°28'09"E ON THE WEST RIGHT-OF-WAY LINE OF VALENCIA AVENUE.
- SURVEY MONUMENTATION WITHIN THE SUBDIVISION SHALL BE SET IN ACCORDANCE WITH FLORIDA STATUTES, CHAPTER 177.091(9).
- ALL PLATTED PUBLIC UTILITY EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
- A 15.00 FOOT WIDE PUBLIC UTILITY EASEMENT ALONG THE FRONT OF ALL LOTS ABUTTING AND COINCIDENT WITH THE RIGHTS-OF-WAY FOR MANGO AVENUE, VALENCIA AVENUE AND BLAKE AVENUE IS HEREBY DEDICATED TO THE CITY OF COCOA AND OTHER PUBLIC UTILITY PROVIDERS FOR THE PURPOSES OF INSTALLATION, MAINTENANCE AND REPAIR OF PUBLIC UTILITIES AND FACILITIES.
- A 5.00 FOOT WIDE PUBLIC UTILITY EASEMENT ALONG THE SIDE LOT LINES OF ALL LOTS IS HEREBY DEDICATED TO THE CITY OF COCOA AND OTHER PUBLIC UTILITY PROVIDERS FOR THE PURPOSES OF INSTALLATION, MAINTENANCE AND REPAIR OF PUBLIC UTILITIES AND FACILITIES.
- THE LANDS SUBDIVIDED HEREIN ARE SUBJECT TO THE AMENDED AND RESTATED DEVELOPMENT AGREEMENT FOR THE MICHAEL C. BLAKE AFFORDABLE HOUSING PROJECT, RECORDED IN THE OFFICIAL RECORDS OF BREVARD COUNTY, BOOK _____, PAGE _____, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.
- ALL LOT DRAINAGE IS PRIVATE. MAINTENANCE AND REPAIR OF LOT DRAINAGE FEATURES AND/OR FACILITIES SHALL BE THE RESPONSIBILITY OF THE INDIVIDUAL LOT OWNER(S).

ABBREVIATIONS

'	MINUTES/FEET
"	SECONDS/INCHES
°	DEGREES
AC	ACRES
CM	CONCRETE MONUMENT
ESMT	EASEMENT
FD	FOUND
FT	FOOT/FEET
LB	LICENSED BUSINESS
NTS	NOT TO SCALE
OR/ORB	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
PUE	PUBLIC UTILITY EASEMENT
PG(S)	PAGE(S)
R/W	RIGHT-OF-WAY

DESCRIPTION:

LOTS 1 THROUGH 6, TOGETHER WITH LOTS 9 THROUGH 17, MICHAEL C. BLAKE SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 66, PAGE 69, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, LYING IN SECTION 32, TOWNSHIP 24 SOUTH, RANGE 36 EAST, CITY OF COCOA, BREVARD COUNTY, FLORIDA



- THIS PLAT PREPARED BY -
B.S.E. CONSULTANTS, INC.

CONSULTING - ENGINEERING - LAND SURVEYING
312 SOUTH HARBOR CITY BOULEVARD, SUITE 4 MELBOURNE, FL 32901
PHONE: (321) 725-3674 FAX: (321) 723-1159
CERTIFICATE OF BUSINESS AUTHORIZATION: 4865
CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: LB0004905

DATE: 11/24/2025
DESIGN/DRAWN: LEH
DRAWING# 11765_300_001
PROJECT# 11765

BLOCK 7
PB 5, PG 72
(NOT PART OF THIS PLAT)

BLOCK 8
PB 5, PG 72
(NOT PART OF THIS PLAT)

BLOCK 3
PB 5, PG 72
(NOT PART OF THIS PLAT)

LOT 6

LOT 7

BLOCK 9
PB 5, PG 72
(NOT PART OF THIS PLAT)

LOT 13

LOT 14

TEMPLE STREET
(50' WIDE PUBLIC R/W)
(PB 5, PG 72)

LOT 6

LOT 7

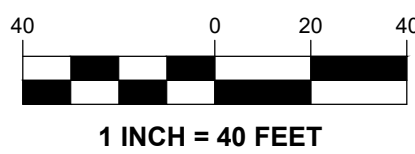
BLOCK 13
PB 5, PG 72
(NOT PART OF THIS PLAT)

LOT 13

LOT 14

SURVEY SYMBOL LEGEND

- PERMANENT REFERENCE MONUMENT (PRM); SET 4X4 INCH CONCRETE MONUMENT WITH DISK STAMPED PRM LB4905, UNLESS OTHERWISE NOTED
- PERMANENT REFERENCE MONUMENT (PRM); SET MAG NAIL & DISK STAMPED PRM LB4905, UNLESS OTHERWISE NOTED



NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

SITE CONSTRUCTION DRAWINGS FOR COCOA SMALL HOMES

COCOA, BREVARD COUNTY,
FLORIDA

SECTION: 32 TOWNSHIP: 24S RANGE: 36E

LARGE SCALE SITE PLAN



SITE VICINITY MAP
SCALE: N.T.S



SITE LOCATION MAP
SCALE: N.T.S

SUBMITTAL DATE:

INITIAL SUBMITTAL: JUNE 2025
RESUBMITTAL #1: AUGUST 2025
RESUBMITTAL #2: OCTOBER 2025

OWNERS/APPLICANT:

OWNER	APPLICANT
CITY OF COCOA	LENNAR - PALM ATLANTIC DIVISION
65 STONE ST.	3931 RCA BLVD, SUITE 3105
COCOA, FLORIDA 32922	PALM BEACH GRADENS, FLORIDA 33410
PHONE:	PHONE: (561) 592-1624
EMAIL:	EMAIL: MATT.PISCOTTA@LENNAR.COM

PROJECT TEAM:

CIVIL ENGINEER	LANDSCAPE ARCHITECTS
MILLS, SHORT & ASSOCIATES	MILLS, SHORT & ASSOCIATES
700 22ND PLACE, SUITE 2C/2D	700 22ND PLACE, SUITE 2C/2D
VERO BEACH, FLORIDA 32960	VERO BEACH, FLORIDA 32960
PHONE: (772) 226-7282	PHONE: (772) 226-7282
EMAIL: VMILLS@MILLSSHORTASSOCIATES.COM	EMAIL: DSARROW@MILLSSHORTASSOCIATES.COM

SURVEYOR
B.S.E. CONSULTANTS, INC
312 SOUTH HARBOR CITY BLVD, SUITE 4
MELBOURNE, FLORIDA 32901
PHONE: (321) 725-3674
EMAIL: LHOWARD@LJA.COM

PROJECT NARRATIVE:

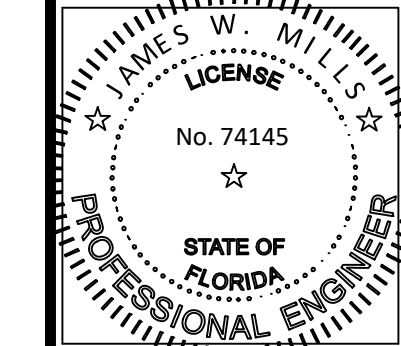
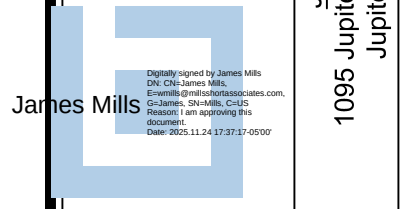
THE PROJECT PROPOSES THE CONSTRUCTION OF 30 SMALL RESIDENTIAL UNITS FOR THE CITY OF COCOA. THE PROJECT IS LOCATED ALONG ON THE STREETS BETWEEN STONE STREET AND BARBARA JENKINS STREET WITH UNIT ACCESS ON MANGO, VALENCIA, AND BLAKE AVENUE. PROJECT PROPOSES ALL REQUIRED UTILITY INFRASTRUCTURE AND STORMWATER MANAGEMENT WITH EXISTING INFRASTRUCTURE TO REMAIN.

LEGAL DESCRIPTION:

DESCRIPTION FROM EXHIBIT "A" IN THAT CERTAIN FIDELITY NATIONAL TITLE INSURANCE COMPANY COMMITMENT NUMBER: 12427550, ISSUING OFFICE FILE NUMBER: 110041-001527-FL, COMMITMENT DATE: 05/14/2025 AT 11:00 PM:
LOTS 1 THROUGH 6, INCLUSIVE, AND LOTS 9 THROUGH 17, INCLUSIVE, MICHAEL C. BLAKE SUBDIVISION,
ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 66, PAGE(S) 69, OF THE PUBLIC
RECORDS OF BREVARD COUNTY, FLORIDA.

SHEET INDEX:

G-1	TITLE SHEET
G-2.1	GENERAL NOTES
G-2.2	GENERAL NOTES
C-1.1	EXISTING CONDITIONS
C-1.2	DEMOLITION PLAN
C-2	SITE PLAN
C-3.1	OVERALL PAVING, GRADING, & DRAINAGE PLAN
C-3.2	MILLING AND OVERLAY PLAN
C-4	UTILITY PLAN
C-5	UTILITY DETAILS
C-6	IRRIGATION PLAN
C-7	STORMWATER POLLUTION AND PREVENTION PLAN
C-8	STORMWATER POLLUTION AND PREVENTION DETAILS
C-9	AUTO TURN PLAN
TD-1	TREE DISPOSITION PLAN
LP-1	LANDSCAPING PLAN
LP-2	LANDSCAPE SCHEDULE AND DETAILS



ISSUE	DATE	COMMENTS

COCOA SMALL HOMES 2605 49TH STREET VERO BEACH, FL 32967	THIS SHEET TITLE SHEET	CHECKED BY	DRAWN BY
		APPROVED BY	DCC
PROJ. NO. 25-1090		DATE 05-23-2025	
SHEET NO.		SEE SHEET	

G-1

GENERAL NOTES:

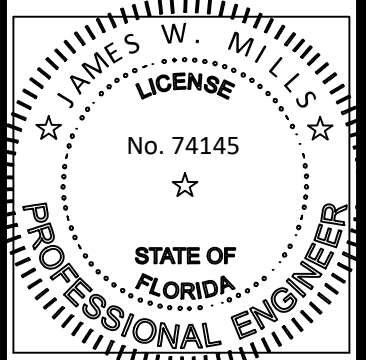
- ALL CONSTRUCTION TO BE IN ACCORDANCE WITH THE LATEST JURISDICTIONAL STANDARDS AND FDOT.
- PAVEMENT STRIPING TO BE IN ACCORDANCE WITH JURISDICTIONAL SPECIFICATIONS AND WITH THE FLORIDA D.O.T. ROADWAY & TRAFFIC STANDARDS, CURRENT EDITION.
- ALL TRAFFIC CONTROL SIGNS SHALL BE IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, LATEST EDITION.
- WHERE MUCK OR OTHER ORGANIC MATERIAL IS FOUND, IT SHALL BE REMOVED AND REPLACED WITH QUALITY BACKFILL MATERIAL OBTAINED FROM THE GRADING OPERATIONS OR OTHER SOURCE APPROVED BY THE ENGINEER. THE ORGANIC MATERIAL SHALL BE THEN USED AS TOP DRESSING WHEN MIXED WITH CLEAN SANDY SOIL.
- THE CONTRACTOR SHALL NOTIFY JURISDICTIONAL PUBLIC WORKS DIVISION AND MILLS, SHORT & ASSOCIATES AT LEAST ONE WEEK BEFORE COMMENCEMENT OF ANY CONSTRUCTION. CONTRACTOR SHALL OBTAIN AN FDOT R/W PERMIT PRIOR TO COMMENCING WORK WITHIN FDOT RIGHT-OF-WAYS.
- CONTRACTOR IS RESPONSIBLE FOR CHECKING ACTUAL SITE CONDITIONS BEFORE STARTING CONSTRUCTION.
- ANY DISCREPANCIES ON THE DRAWINGS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER BEFORE COMMENCING WORK.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATION OF ALL EXISTING UTILITIES. THE CONTRACTOR SHALL CONTACT ALL CONCERNED UTILITIES AT LEAST 48 HOURS IN ADVANCE FOR CONSTRUCTION OPERATIONS.
- NO FIELD CHANGES OR DEVIATIONS FROM DESIGN SHALL BE MADE WITHOUT PRIOR WRITTEN APPROVAL OF THE ENGINEER.
- CONTRACTOR SHALL SUPPLY DENSITY TEST TO ENGINEER ON ALL SUB-GRADE AND BASE. TEST SHALL BE PREPARED PER AASHTO T-180 METHOD.
- SLOPE GRADES FROM ELEVATIONS SHOWN TO THE EXISTING GRADE AT PROPERTY LINE.
- CONTRACTOR SHALL NOTIFY ENGINEER AT LEAST 72 HOURS IN ADVANCE FOR ANY INSPECTIONS.
- ANY EXISTING FLOW WELLS SHALL BE PLUGGED AS PART OF SITE DEVELOPMENT.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR FURNISHING ALL MATERIAL AND LABOR TO CONSTRUCT THE FACILITY AS SHOWN AND DESCRIBED IN THE CONSTRUCTION DOCUMENTS IN ACCORDANCE WITH THE APPROPRIATE APPROVING AUTHORITIES, SPECIFICATIONS AND REQUIREMENTS. CONTRACTOR SHALL CLEAR AND GRUB ALL AREAS UNLESS OTHERWISE INDICATED, REMOVING TREES, STUMPS, ROOTS, MUCK, EXISTING PAVEMENT AND ALL OTHER DELETERIOUS MATERIAL.
- EXISTING UTILITIES SHOWN ARE LOCATED ACCORDING TO THE INFORMATION AVAILABLE TO THE ENGINEER AT THE TIME OF THE TOPOGRAPHIC SURVEY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR THE ENGINEER. GUARANTEE IS NOT MADE THAT ALL EXISTING UNDERGROUND UTILITIES ARE SHOWN OR THAT THE LOCATION OF THOSE UTILITIES ARE ENTIRELY ACCURATE. FINDING THE ACTUAL LOCATION OF ANY EXISTING UTILITIES IS THE CONTRACTOR'S RESPONSIBILITY AND SHALL BE DONE BEFORE HE COMMENCES ANY WORK IN THE VICINITY. FURTHERMORE, THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES DUE TO THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES. THE OWNER OR ENGINEER WILL ASSUME NO LIABILITY FOR ANY DAMAGES SUSTAINED OR COST INCURRED BECAUSE OF THE OPERATION IN THE VICINITY OF EXISTING UTILITIES OR STRUCTURES, NOR FOR TEMPORARY BRACING AND SHORING OF SAME. IF IT IS NECESSARY TO SHORE, BRACE, SWING OR RELOCATE A UTILITY, THE UTILITY COMPANY OR DEPARTMENT AFFECTED SHALL BE CONTACTED AND THEIR PERMISSION OBTAINED REGARDING THE METHOD TO USE FOR SUCH WORK.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONTACT THE VARIOUS UTILITY COMPANIES WHICH MAY HAVE BURIED OR AERIAL UTILITIES WITHIN OR NEAR THE CONSTRUCTION AREA BEFORE COMMENCING WORK.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL REQUIRED CONSTRUCTION PERMITS AND BONDS IF REQUIRED PRIOR TO CONSTRUCTION.

PAVING AND DRAINAGE NOTES:

- PIPE LENGTHS SHOWN REPRESENT SCALED DISTANCE BETWEEN CENTERLINES OF DRAINAGE STRUCTURES.
 - DITCH BOTTOM AND CONTROL STRUCTURE INLET GRATES SHALL BE SECURED WITH CHAIN AND EYEBOLT.
 - FIVE (5) FEET OF SOD IS REQUIRED AROUND ALL DITCH BOTTOM INLETS, MANHOLES, HEADWALLS AND MITERED END SECTIONS.
 - TOP ELEVATIONS OF MANHOLES IN GRASSED AREAS SHALL BE LOCATED AT FINISHED GRADE ELEVATION.
 - AS AN ALTERNATIVE, CONTRACTOR MAY USE ALTERNATIVE PIPE MATERIALS IN LIEU OF THOSE SPECIFIED IN THE CONSTRUCTION DOCUMENTS. HOWEVER, CONTRACTOR MUST RECEIVE APPROVAL OF ALTERNATIVE PIPE MATERIALS IN WRITING BY THE CONTROLLING JURISDICTION AND MILLS, SHORT & ASSOCIATES PRIOR TO CONSTRUCTION.
 - STRIP TOPSOIL AND ORGANIC MATTER FROM ALL AREAS OF THE SITE AS REQUIRED. TOP SOIL WHICH HAS BEEN STRIPPED AND STOCK PILED DURING THE COURSE OF CONSTRUCTION SHALL BE REDISTRIBUTED ON ALL REGRADED SURFACES SO AS TO PROVIDE AT LEAST FOUR INCHES OF EVEN COVER TO ALL DISTURBED AREAS OF THE DEVELOPMENT AND SHALL BE STABILIZED BY SEEDING OR PLANTING.
 - ALL DISTURBED AREAS WITH SLOPES UP TO 6:1 SHALL BE SEEDED AND MULCHED. SLOPES STEEPER THAN 6:1 SHALL BE SODDED AND SLOPES 3:1 OR STEEPER SHALL HAVE THE SOD PEGGED.
 - SEE TABLE 2.0 ON SHEET G-3 FOR REQUIRED STORM PIPE COVER BENEATH AN UNPAVED SECTION, RIGID PAVEMENT, AND FLEXIBLE PAVEMENT.
 - THE TABULATED VALUES ARE RECOMMENDED MINIMUM DIMENSIONS TO WITHSTAND ANTICIPATED HIGHWAY TRAFFIC LOADS. ADDITIONAL COVER MAY BE REQUIRED TO SUPPORT COMBINED CONSTRUCTION EQUIPMENT LOADS OR HIGHWAY TRAFFIC LOADS BEFORE PAVEMENT IS COMPLETED. SOME SIZE THICKNESS COMBINATIONS MAY REQUIRE MINIMUM COVER GREATER THAN THOSE LISTED ABOVE. SEE FDOT ROADWAY & TRAFFIC STANDARDS, CURRENT EDITION.
 - ALL RCP STORM WATER PIPE SHALL MEET THE COVER & CLASS CRITERIA AS OUTLINED IN FDOT ROADWAY & TRAFFIC STANDARDS, CURRENT EDITION.
 - ALL STORM PIPE JOINTS SHALL BE WRAPPED AS SPECIFIED IN FDOT ROADWAY & TRAFFIC STANDARDS, CURRENT EDITION.
 - THE LAST FOOT OF STORM WATER POND SHALL NOT BE EXCAVATED UNTIL ALL DISTURBED AREAS ARE STABILIZED.
 - ANY FILL MATERIAL MUST BE APPROVED BY ENGINEER IN WRITING PRIOR TO PLACEMENT.
 - SIGNIFICANT CARE MUST BE TAKEN WHEN GRADING RETENTION PONDS TO ENSURE THAT POND BOTTOMS DO NOT BECOME COMPACTED DURING CONSTRUCTION OR SEALED BY CONSTRUCTION SEDIMENT. IF SEDIMENTATION OR COMPACTION OF A POND BOTTOM OCCURS, IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RESTORE THE DESIGN HYDRAULIC CONDUCTIVITY.
 - THE SAINT JOHNS RIVER WATER MANAGEMENT DISTRICT (SJRWMD), REQUIRES ALL PROPERTY OWNERS TO PERFORM A STORMWATER SYSTEM INSPECTION TO ASSURE THE PONDS, INLETS, AND PIPES ON SITE ARE BEING WELL-MAINTAINED (E.G., PROPERLY MOWED AND CLEAR OF DEBRIS). THE INTENT IS TO GUARANTEE THAT CONTAMINATED RAIN RUN-OFF FROM THE PROPERTY WILL NOT ADVERSELY AFFECT THE SURROUNDING AREA.
 - ALL PAVING, CONSTRUCTION, MATERIALS, AND WORKMANSHIP WITHIN COUNTY'S RIGHT-OF-WAY SHALL BE IN ACCORDANCE WITH LOCAL OR COUNTY SPECIFICATIONS AND STANDARDS (LATEST EDITION) OR FDOT SPECIFICATIONS AND STANDARDS (LATEST EDITION) IF NOT COVERED BY LOCAL OR COUNTY REGULATIONS.
 - ALL UNPAVED AREAS IN EXISTING RIGHTS-OF-WAY DISTURBED BY CONSTRUCTION SHALL BE REGRADED AND SODDED.
 - TRAFFIC CONTROL ON ALL FDOT, LOCAL AND COUNTY RIGHTS-OF-WAY SHALL MEET THE REQUIREMENTS OF THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (U.S. DOT/FHWA) AND THE REQUIREMENTS OF THE STATE AND ANY LOCAL AGENCY HAVING JURISDICTION. IN THE EVENT THAT THE CONTRACT DOCUMENTS AND THE JURISDICTIONAL AGENCY REQUIREMENTS ARE NOT IN AGREEMENT, THE MOST STRINGENT SHALL GOVERN.
 - THE CONTRACTOR SHALL GRADE THE SITE TO THE ELEVATIONS INDICATED AND SHALL REGRADE WASHOUTS WHERE THEY OCCUR AFTER EVERY RAINFALL UNTIL A GRASS STAND IS WELL ESTABLISHED OR ADEQUATE STABILIZATION OCCURS.
 - ALL OPEN AREAS WITHIN THE PROJECT SITE SHALL BE SODDED UNLESS INDICATED OTHERWISE ON THE LANDSCAPE PLAN.
 - ALL AREAS INDICATED AS PAVEMENT SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE TYPICAL PAVEMENT SECTIONS AS INDICATED ON THE DRAWINGS.
 - WHERE EXISTING PAVEMENT IS INDICATED TO BE REMOVED, THE CONTRACTOR SHALL SAW CUT FULL DEPTH FOR A SMOOTH AND STRAIGHT JOINT.
 - THE CONTRACTOR SHALL INSTALL FILTER FABRIC OVER ALL DRAINAGE STRUCTURES FOR THE DURATION OF CONSTRUCTION UNTIL ACCEPTANCE OF THE PROJECT BY THE OWNER. ALL DRAINAGE STRUCTURES SHALL BE CLEANED OF DEBRIS AS REQUIRED DURING AND AT THE END OF CONSTRUCTION TO PROVIDE POSITIVE DRAINAGE FLOWS.
 - IF DEWATERING IS REQUIRED, THE CONTRACTOR SHALL OBTAIN ANY APPLICABLE REQUIRED PERMITS. THE CONTRACTOR IS TO COORDINATE WITH THE OWNER AND THE DESIGN ENGINEER PRIOR TO ANY EXCAVATION.
 - FIELD DENSITY TESTS SHALL BE TAKEN AT INTERVALS IN ACCORDANCE WITH THE LOCAL JURISDICTIONAL AGENCY OR TO FDOT STANDARDS. IN THE EVENT THAT THE CONTRACTOR DOCUMENTS AND THE JURISDICTIONAL AGENCY REQUIREMENTS AS NOT IN AGREEMENT, THE MOST STRINGENT SHALL GOVERN.
 - ALL SLOPES AND AREAS DISTURBED BY CONSTRUCTION SHALL BE GRADED AS PER PLANS. THE AREAS SHALL THEN BE SODDED OR SEEDED AS SPECIFIED IN THE PLANS, FERTILIZED, MULCHED, WATERED AND MAINTAINED UNTIL HARDY GRASS GROWTH IS ESTABLISHED IN ALL AREAS. ANY AREAS DISTURBED FOR ANY REASON PRIOR TO FINAL ACCEPTANCE OF THE JOB SHALL BE CORRECTED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER. ALL EARTHEN AREAS WILL BE SODDED OR SEEDED AND MULCHED AS SHOWN ON THE LANDSCAPING PLAN.
 - ALL CUT OR FILL SLOPES SHALL BE 4 (HORIZONTAL):1 (VERTICAL) OR FLATTER UNLESS OTHERWISE SHOWN.
 - THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CONTROL OF DUST AND DIRT RISING AND SCATTERING IN THE AIR DURING CONSTRUCTION AND SHALL PROVIDE WATER SPRINKLING OR OTHER SUITABLE METHODS OF CONTROL. THE CONTRACTOR SHALL COMPLY WITH ALL GOVERNING REGULATIONS PERTAINING TO ENVIRONMENTAL PROTECTION.
 - THE CONTRACTOR SHALL INSTALL ALL UNDERGROUND STORMWATER PIPING PER MANUFACTURER'S RECOMMENDATIONS.
- SANITARY SEWER NOTES:**
- ALL MATERIALS AND CONSTRUCTION SHALL BE IN COMPLIANCE WITH JURISDICTIONAL MANUAL OF STANDARD SPECIFICATIONS FOR WASTEWATER CONSTRUCTION.
 - ALL MANHOLES SHALL BE 4 FT. INSIDE DIAMETER.
 - PIPE LENGTHS SHOWN REPRESENT SCALED DISTANCES BETWEEN MANHOLE CENTERLINE.
 - ALL SANITARY SERVICE LATERALS SHALL BE 6 INCH DIAMETER, UNLESS SPECIFIED OTHERWISE ON PLANS.
 - INVERTS OF SANITARY SERVICE LATERALS AT THEIR CONNECTION TO SANITARY MANHOLES SHALL BE NO MORE THAN ONE (1) FOOT ABOVE THE MANHOLE INVERT.
 - MINIMUM AS BUILT 8" PVC SEWER LINE SLOPE WILL BE 0.40% MINIMUM SLOPE OR WILL BE RELAYD BY CONTRACTOR TO MEET THE MINIMUM SLOPE REQUIREMENT AT NO ADDITIONAL COST.
 - MARK LATERALS WITH 4" X 4" X 8" PT POST PAINTED GREEN ON END.
 - PIPE MATERIAL IS ASTM D3034, SDR-26 UNLESS OTHERWISE NOTED.
 - A MINIMUM OF 1.00% SLOPE SHALL BE MAINTAINED ON THE SANITARY SEWER SERVICE LATERALS. AT NO TIME SHALL A SANITARY SEWER LATERAL HAVE A SLOPE OF 15% OR GREATER.
 - SANITARY SEWER GRAVITY MAINS ARE TO BE UPGRADED IN MATERIAL TO WATER MAINS STANDARDS AND HYDROSTATICALLY PRESSURE TESTED WITH WATER TO ENSURE JOINT TIGHTNESS IF EITHER OF THE HORIZONTAL OR VERTICAL MINIMUM REQUIRED CLEARANCE FROM A WATER MAIN CANNOT BE MAINTAINED OR IF THE SEWER MAIN IS ABOVE THE WATER MAIN.
 - LEAKAGE TESTS ARE SPECIFIED REQUIRING THAT:
 - THE LEAKAGE EXFILTRATION OR INFILTRATION DOES NOT EXCEED 200 GALLONS PER INCH OF PIPE DIAMETER PER MILE PER DAY FOR ANY SECTION OF THE SYSTEM.
 - EXFILTRATION OR INFILTRATION TESTS BE PERFORMED WITH A MINIMUM POSITIVE HEAD OF 2 FEET.
 - AIR TESTS, AS MINIMAL, CONFORM TO THE TEST PROCEDURE DESCRIBED IN ASTM C-924 FOR CONCRETE PIPE, ASTM F-1417 FOR PLASTIC PIPE AND FOR OTHER MATERIALS APPROPRIATE TEST PROCEDURES, AIR TESTING, IF SPECIFIED FOR CONCRETE SEWER MANHOLES, CONFORMS TO THE TEST PROCEDURES DESCRIBED IN ASTM C-1244.
 - DEFLECTION TESTS SHALL BE PERFORMED IN ACCORDANCE WITH THE RECOMMENDED STANDARDS FOR WASTEWATER FACILITIES, CHAPTER 33.85, FOR ALL GRAVITY SANITARY SEWER LINES. TESTING IS REQUIRED AFTER THE FINAL BACKFILL HAS BEEN IN PLACE AT LEAST 30 DAYS TO PERMIT STABILIZATION OF THE SOIL-PIPE SYSTEM. TESTING REQUIREMENTS SPECIFY:
 - NO PIPE SHALL EXCEED A DEFLECTION OF 5%.
 - USING A RIGID BALL OR MANDREL FOR THE PIPE DEFLECTION TESTS WITH A DIAMETER NOT LESS THAN 95% OF THE BASE INSIDE DIAMETER OR AVERAGE INSIDE DIAMETER OF THE PIPE, DEPENDING ON WHICH IS SPECIFIED IN THE ASTM SPECIFICATION, INCLUDING THE APPENDIX, TO WHICH THE PIPE IS MANUFACTURED.
 - PERFORMING THE TEST WITHOUT MECHANICAL PULLING DEVICES.
- WATER MAIN CONSTRUCTION NOTES:**
- ALL CONSTRUCTION AND MATERIALS SHALL BE IN COMPLIANCE WITH AWWA STANDARDS AS WELL AS THE UTILITY PROVIDERS MANUAL OF STANDARDS AND SPECIFICATIONS FOR WATER MAIN CONSTRUCTION.
 - SEPARATION REQUIREMENTS (SEE TABLE 1.0-UTILITY SEPARATIONS ON SHEET G-3)
 - HORIZONTAL SEPARATION BETWEEN UNDERGROUND WATER MAINS, SANITARY OR STORM SEWERS, WASTEWATER OR STORM WATER FORCE MAINS, RECLAIMED WATER PIPELINES AND ON-SITE SEWAGE TREATMENT AND DISPOSAL SYSTEMS:
 - NEW OR RELOCATED UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST 3' BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED STORM SEWER, STORM WATER FORCE MAIN OR PIPELINE CONVEYING RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.
 - NEW OR RELOCATED UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST 3' AND PREFERABLY 10' BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED VACUUM-TYPE SANITARY SEWER.
 - NEW OR RELOCATED UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST 6' AND PREFERABLY 10' BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED GRAVITY OR PRESSURE-TYPE SANITARY SEWER, WASTEWATER FORCE MAIN OR PIPELINE CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610 F.A.C., THE MINIMUM HORIZONTAL SEPARATION DISTANCE BETWEEN WATER MAINS AND GRAVITY-TYPE SANITARY SEWERS SHALL BE REDUCED TO 3' WHERE THE BOTTOM OF THE WATER MAIN IS LAID AT LEAST 6' ABOVE THE TOP OF THE SEWER.
 - VERTICAL SEPARATION BETWEEN UNDERGROUND WATER MAINS AND SANITARY OR STORM SEWERS, WASTEWATER OR STORM WATER FORCE MAINS OR RECLAIMED WATER PIPELINES:
 - NEW OR RELOCATED UNDERGROUND WATER MAINS CROSSING ANY GRAVITY OR VACUUM-TYPE SANITARY SEWER PIPE SHALL BE LAID SO THE OUTSIDE OF THE WATER MAIN IS AT LEAST 6" AND PREFERABLY 12" ABOVE OR AT LEAST 12" BELOW THE OUTSIDE OF THE OTHER PIPE. IT IS PREFERABLE TO LAY THE WATER MAIN ABOVE THE OTHER PIPELINE.
 - NEW OR RELOCATED UNDERGROUND WATER MAINS CROSSING ANY EXISTING OR PROPOSED PRESSURE-TYPE SANITARY SEWER, WASTEWATER OR STORM WATER FORCE MAIN OR PIPELINE CONVEYING RECLAIMED WATER SHALL BE LAID SO THE OUTSIDE OF THE WATER MAINS IS AT LEAST 12" ABOVE OR BELOW THE OUTSIDE OF THE OTHER PIPELINE. IT IS PREFERABLE TO LAY THE WATER MAIN ABOVE THE OTHER PIPELINE.
 - AT THE UTILITY CROSSINGS DESCRIBED IN THE ABOVE PARAGRAPHS, ONE FULL LENGTH OF WATER MAIN PIPE SHALL BE CENTERED ABOVE OR BELOW THE OTHER PIPELINE SO THE WATER MAIN JOINTS WILL BE AS FAR AS POSSIBLE FROM THE OTHER PIPELINE. ALTERNATIVELY, AT SUCH CROSSINGS, THE PIPES SHALL BE ARRANGED SO THAT ALL WATER MAIN JOINTS ARE AT LEAST 3' FROM ALL JOINTS IN VACUUM-TYPE SANITARY SEWERS, STORM SEWERS, STORM WATER FORCE MAINS OR PIPELINES CONVEYING RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C., AND AT LEAST 6' FROM ALL JOINTS IN GRAVITY OR PRESSURE-TYPE SANITARY SEWERS, WASTEWATER FORCE MAINS, OR PIPELINE CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.
 - NO WATER MAIN SHALL PASS THROUGH OR COME INTO CONTACT WITH ANY PART OF A SANITARY SEWER MANHOLE OR A STORM SEWER MANHOLE. NEW OR RELOCATED FIRE HYDRANTS WITH UNDERGROUND DRAINS SHALL BE LOCATED SO THAT THE DRAINS ARE AT LEAST 3' FROM ANY EXISTING OR PROPOSED STORM SEWER, STORM WATER FORCE MAIN OR PIPELINE CONVEYING RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C., AT LEAST 3' BUT PREFERABLY 10' FROM ANY EXISTING OR PROPOSED GRAVITY OR PRESSURE-TYPE SANITARY SEWER, WASTEWATER FORCE MAIN OR PIPELINE CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C. AND AT LEAST 10' FROM ANY EXISTING OR PROPOSED ON-SITE SEWAGE TREATMENT OR DISPOSAL SYSTEM AS DEFINED IN SECTION 381.00652(2), F.S. AND RULE 64E-6.002, F.A.C.
 - EXCEPTIONS/MITIGATION:

ADHERENCE TO THE ABOVE CONSTRAINTS AND SEPARATIONS IN THE ABOVE ITEMS SHALL BE COMPLIED WITHOUT EXCEPTION. IF FOR SOME REASON WHERE IT IS NOT TECHNICALLY FEASIBLE OR ECONOMICALLY SENSIBLE THAT THE ABOVE ITEMS CANNOT BE COMPLIED WITH, CONTRACTOR IS TO STOP WORK AND NOTIFY THE ENGINEER OF RECORD FOR THE APPROPRIATE SOLUTION. THE SOLUTION WILL BE SUBMITTED TO THE DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR APPROVAL PRIOR TO WORK COMMENCEMENT.
 - PIPE LENGTHS SHOWN REPRESENT SCALED DISTANCES BETWEEN FITTINGS OF BRANCHES AND MAINS.
 - DEFLECTIONS AT PIPE JOINTS SHALL NOT EXCEED THOSE RECOMMENDED BY THE PIPE MANUFACTURER.
 - ALL GATE VALVES SHALL BE EQUIPPED WITH AN ADJUSTABLE CAST IRON VALVE BOX WITH COVER, WITH THREADED EXTENSION WHERE NEEDED.
 - ALL PUBLIC WATER SYSTEMS COMPONENTS, EXCLUDING FIRE HYDRANTS, THAT SHALL BE INSTALLED UNDER THIS PROJECT, AND THAT SHALL COME INTO CONTACT WITH DRINKING WATER SHALL CONFORM TO NSF INTERNATIONAL STANDARD 61 AND SHALL BE MARKED WITH NSF SEAL OF APPROVAL.
 - ALL PIPE AND PIPE FITTINGS INSTALLED UNDER THIS PROJECT SHALL BE COLOR CODED MARKED IN ACCORDANCE WITH SUBPARAGRAPHS 62-555.320(21)(b)3, F.A.C., USING BLUE AS A PREDOMINANT COLOR. ALL DUCTILE IRON WATER MAINS SHALL BE MARKED WITH A CONTINUOUS STRIPE LOCATED WITHIN THE TOP 90 DEGREES OF THE PIPE. SAID STRIPE SHALL BE A MINIMUM 2 INCHES IN WIDTH AND SHALL BE BLUE IN COLOR IF PAINT IS USED INSTEAD OF TAPE. BACKFILL SHALL NOT BE PLACED FOR 30 MINUTES FOLLOWING PAINT APPLICATION. FOR PIPE WITH AN INTERNAL DIAMETER OF 24" OR GREATER, TAPE OR PAINT SHALL BE APPLIED IN CONTINUOUS LINES A LONG EACH SIDE OF THE PIPE AS WELL AS A LONG THE TOP OF THE PIPE.
 - ALL NON-METALLIC WATER MAINS SHALL BE INSTALLED WITH A CONTINUOUS, INSULATED 14 GAUGE COPPER WIRE INSTALLED DIRECTLY ON TOP OF THE PIPE FOR LOCATION PURPOSES. SEE STANDARD DRAWINGS. IN ADDITION, ALL PVC WATER MAINS SHALL BE A SOLID BLUE COLOR.
 - MARK DRINKING WATER SERVICES WITH A 4" X 4" X 8" PT POST PAINTED BLUE ON END.
 - PIPE MATERIALS: ALL PIPES, PIPE FITTINGS, PIPE JOINT PACKING AND JOINTING MATERIALS, VALVES, FIRE HYDRANTS, AND METERS INSTALLED UNDER THIS PROJECT SHALL CONFORM TO APPLICABLE AWWA STANDARDS.
 - PVC WATER MAINS 4 INCHES TO 12 INCHES SHALL BE IN ACCORDANCE WITH AWWA C900, LATEST EDITION AND SHALL BE DR18. PVC WATER MAINS 14 INCHES TO 36 INCHES SHALL BE IN ACCORDANCE WITH AWWA C905, LATEST EDITION AND SHALL BE DR18. PVC PIPES LESS THAN 4 INCHES ARE NOT ALLOWED INTHE UTILITY PROVIDERS. IN OTHER JURISDICTIONS, THEY SHALL BE IN ACCORDANCE WITH ASTM D1785 (SCHEDULE 40, 80, 120) OR ASTM D2241 SDR 21. MINIMUM WORKING PRESSURE FOR ALL PVC SHALL BE 150 PSI. ALL PVC PIPE SHALL HAVE THE SAME O.D. AS DUCTILE IRON PIPE. PVC PIPE JOINTS SHALL BE IN ACCORDANCE WITH ASTM D3139 AND AWWA STANDARDS.
 - DUCTILE IRON PIPE SHALL CONFORM TO ANSI A21.51/AWWA C151 AND SHALL BE A MINIMUM OF CLASS 50. DUCTILE IRON JOINTS SHALL BE IN ACCORDANCE WITH ANSI A21.11 AND AWWA C111
 - ALL SERVICES SHALL BE POLYETHYLENE TUBING, CLASS 160 AND SHALL BE IN ACCORDANCE WITH AWWA C901.
 - WATER MAIN CONNECTION SHALL BE MADE UNDER THE SUPERVISION OF THE UTILITIES DIVISION. ALL VALVES SHALL BE OPERATED BY PERSONNEL ONLY. WATER MAINS ARE TO BE DISINFECTED PER ANSIWWA C851-92 AND UTILITIES DIVISION MANUAL OF STANDARDS AND SPECIFICATIONS FOR WASTEWATER AND WATER MAIN CONSTRUCTION SECTION 51.6 WHICH INCLUDES A FULL FLUSH.
 - ALL VALVES SHALL BE LOCATED IN NON PAVED AREAS, UNLESS SPECIFIED ON PLANS.
 - FIRE HYDRANT LEADS SHALL HAVE A MINIMUM INSIDE DIAMETER OF 6" AND SHALL INCLUDE AN AUXILIARY VALVE.
 - IF AGGRESSIVE SOIL CONDITIONS ARE FOUND DURING CONSTRUCTION, WATER MAINS SHALL BE PROTECTED THROUGH THE USE OF CORROSION RESISTANT MATERIALS. THROUGH ENCASEMENT OF THE WATER MAINS IN POLYETHYLENE, OR THROUGH PROVISION OF CATHODIC PROTECTION.
 - ALL PIPE AND PIPE FITTINGS INSTALLED UNDER THIS PROJECT SHALL CONTAIN NO MORE THAN 8.0% LEAD, AND ANY SOLDER OR FLUX USED IN THIS PROJECT SHALL CONTAIN NO MORE THAN 0.2% LEAD.
 - WHERE NEW OR ALTERED DEAD-END WATER MAINS INCLUDED IN THIS PROJECT CANNOT BE AVOIDED, THEY SHALL BE PROVIDED WITH A FIRE FLUSHING HYDRANT OR BLOW-OFF FOR FLUSHING PURPOSES.
 - ALL FIRE HYDRANTS THAT WILL BE INSTALLED UNDER THIS PROJECT SHALL BE LOCATED AT LEAST THREE FEET FROM ANY EXISTING OR PROPOSED STORM SEWER, STORM WATER FORCE MAIN, PIPELINE CONVEYING RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C., OR VACUUM-TYPE SANITARY SEWER; AT LEAST SIX FEET FROM ANY EXISTING OR PROPOSED GRAVITY, OR PRESSURE-TYPE SANITARY SEWER, WASTEWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.
 - WATER SERVICES ARE TO TERMINATE 1' OUTSIDE ROW ALONG THE PROPERTY LINE.

- PROPOSED FIRE HYDRANTS CONNECTED TO THE POTABLE WATER MAIN, FOR THIS PROJECT, SHALL BE PAINTED PER JURISDICTION. FIRE HYDRANTS CONNECTED TO THE DESIGNATED FIRE LINE SHALL BE PAINTED PER JURISDICTION.
- ALL PIPE AND PIPE FITTINGS INSTALLED UNDER THIS PROJECT WILL BE COLOR CODED OR MARKED IN ACCORDANCE WITH SUBPARAGRAPH 62-555.320(21)(b)3,F.A.C. USING BLUES AS A PREDOMINANT COLOR. (UNDERGROUND PLASTIC PIPE WILL BE SOLID-WALL BLUE PIPE, WILL HAVE A CO-EXTRUDED BLUE EXTERNAL SKIN, OR WILL BE WHITE OR BLACK PIPE WITH BLUE-STRIPES INCORPORATED INTO, OR APPLIED TO. THE PIPE WALL; AND UNDERGROUND METAL OR CONCRETE PIPE WILL HAVE BLUE STRIPED APPLIED TO THE PIPE WALL. PIPE STRIPED DURING MANUFACTURING OF THE PIPE WILL HAVE CONTINUOUS STRIPES THAT RUN PARALLEL TO THE AXIS OF THE PIPE. THAT ARE LOCATED AT NO GREATER THAN 90-DEGREE INTERVALS AROUND THE PIPE, AND THAT WILL REMAIN INTACT DURING AND AFTER INSTALLATION OF THE PIPE. IF TAPE OR PAINT IS USED TO STRIPE PIPE DURING INSTALLATION OF THE PIPE, THE TAPE OR PAINT WILL BE APPLIED IN A CONTINUOUS LINE THAT RUNS PARALLEL TO THE AXIS OF THE PIPE AND THAT IS LOCATED ALONG THE TOP OF THE PIPE. FOR PIPE WITH AN INTERNAL DIAMETER OF 24 INCHES OR GREATER, TAPE OR PAINT WILL BE APPLIED IN CONTINUOUS LINES ALONG EACH SIDE OF THE PIPE AS WELL AS ALONG THE TOP OF THE PIPE. ABOVEGROUND PIPE WILL BE PAINTED BLUE OR WILL BE COLOR CODED OR MARKED LIKE UNDERGROUND PIPE.) [FAC 62-555.320(21)(b)3]
- THE OPEN END OF THE AIR RELIEF PIPE FROM ALL AUTOMATIC AIR RELIEF VALVES WILL BE EXTENDED TO AT LEAST ONE FOOT ABOVE GRADE AND WILL BE PROVIDED WITH A SCREENED, DOWNWARD-FACING ELBOW. [FAC 62-555.320(21)(b)3, AND RSWW.8.4.2]
- A CONTINUOUS AND UNIFORM BEDDING WILL BE PROVIDED IN TRENCHES FOR UNDERGROUND PIPE. BACKFILL MATERIAL WILL BE TAMPED IN LAYERS AROUND UNDERGROUND PIPE TO ADEQUATELY SUPPORT AND PROTECT THE PIPE; AND UNSUITABLY SIZED STONES (AS DESCRIBED IN APPLICABLE AWWA STANDARDS OR MANUFACTURER'S RECOMMENDED INSTALLATION PROCEDURES) FOUND IN TRENCHES WILL BE REMOVED FOR A DEPTH OF AT LEAST SIX INCHES BELOW THE BOTTOM OF UNDERGROUND PIPE. [FAC 62-555.320(21)(b)3, AND RSWW.8.5.2]
- ALL WATER MAIN TEES, BENDS, PLUGS, AND HYDRANTS WILL BE PROVIDED WITH THRUST BLOCKS OR RESTRAINED JOINTS TO PREVENT MOVEMENT. [FAC 62-555.320(21)(b)3, AND RSWW.8.5.4]
- NEW OR ALTERED WATER MAIN INSTALLATION AND PRESSURE AND LEAKAGE TESTING, SHALL BE PROVIDED IN ACCORDANCE WITH APPLICABLE AWWA STANDARDS. PVC WATER MAIN INSTALLATION AND TESTING SHALL CONFORM TO AWWA C605. DUCTILE IRON WATER MAIN INSTALLATION AND TESTING SHALL CONFORM TO AWWA C600.
- NEW OR ALTERED WATERMAINS, INCLUDING FIRE HYDRANT LEADS AND SERVICE LINES THAT WILL BE UNDER THE CONTROL OF A PUBLIC WATER SYSTEM AND THAT HAVE AN INSIDE DIAMETER OF THREE INCHES OR GREATER, SHALL BE DISINFECTED AND BACTERIOLOGICALLY TESTED IN ACCORDANCE WITH AWWA C651.
- WHERE UNDERGROUND WATER MAINS AND HYDRANTS ARE TO BE PROVIDED, THEY SHALL BE INSTALLED, COMPLETED AND IN-SERVICE PRIOR TO COMMENCING CONSTRUCTION WORK ON ANY STRUCTURE. NFPA 1:16.5.3.1.3.



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THIS SHEET
GENERAL NOTES
DRAWN BY
DCC
CHECKED BY
APPROVED BY
SCALE:
SEE SHEET

PROJ. NO. 25-1090
DATE 05-23-2025
SHEET NO.

G-2.1

1. ALL CONSTRUCTION AND MATERIALS SHALL BE IN COMPLIANCE WITH THE UTILITY PROVIDERS MANUAL OF STANDARDS AND SPECIFICATIONS FOR FORCE MAIN CONSTRUCTION.
2. PIPE LENGTHS SHOWN IN REPRESENT SCALED DISTANCES BETWEEN FITTINGS OF BRANCHES AND MAINS.
3. DEFLECTIONS AT PIPE JOINTS SHALL NOT EXCEED THOSE RECOMMENDED BY THE PIPE MANUFACTURER.
4. VALVES SHALL BE EQUIPPED WITH AN ADJUSTABLE CAST IRON VALVE BOX WITH COVER, THREADED EXTENSIONS WHERE NEEDED, UNLESS OTHERWISE NOTED.
5. ALL PVC FORCE MAIN SHALL BE AS SPECIFIED IN THE CONTRACT DOCUMENTS, MARKED WITH THE SEAL OF APPROVAL OF THE NATIONAL SANITATION FOUNDATION (NSF).
6. ALL NON-METALLIC FORCE MAINS SHALL BE INSTALLED WITH A CONTINUOUS, INSULATED 14 GAUGE COPPER WIRE INSTALLED DIRECTLY ON TOP OF THE PIPE FOR LOCATION PURPOSES. SEE STANDARD DRAWINGS. IN ADDITION, ALL PVC FORCE MAINS SHALL BE EITHER A SOLID GREEN COLOR OR WHITE WITH GREEN LETTERING. ALL LETTERING SHALL APPEAR LEGIBLY ON PIPE AND SHALL RUN THE ENTIRE LENGTH OF THE PIPE. LETTERING SHALL READ AS IS ACCEPTABLE FOR THE INTENDED USE.
7. HYDROSTATIC & LEAKAGE TESTING OF THE FORCE MAIN SHALL BE DONE IN ACCORDANCE WITH THE AWWA STANDARDS. HYDROSTATIC TESTING TO BE DONE IN ACCORDANCE WITH AWWA C-600.
8. PIPE MATERIALS:
 - PVC - SHALL BE MANUFACTURED IN ACCORDANCE WITH AWWA STANDARDS C900, LATEST EDITION. THE PVC SHALL HAVE A MINIMUM WORKING PRESSURE OF 100 PSI AND SHALL HAVE A DIMENSION RATIO (DR) OF 25 UNLESS OTHERWISE NOTED. PIPE SHALL BE THE SAME O.D. AS DUCTILE IRON PIPE. PVC JOINT- SHALL BE IN ACCORDANCE WITH ASTM D3159. DUCTILE IRON JOINT- SHALL BE IN ACCORDANCE WITH ANSI A21.11 AND AWWA C111.
9. AIR RELEASE VALVES SHALL BE REQUIRED AT ALL HIGH POINTS IN THE PROPOSED FORCE MAIN, AS SHOWN ON PLANS. HIGH POINTS IN THE FORCE MAIN ARE DEFINED AS A CHANGE IN ELEVATION TWICE THE DIAMETER OF THE PIPE.
10. ALL FORCE MAINS TO BE CONSTRUCTED WITH A MINIMUM OF 3' FEET OF COVER.
11. TESTING OF THE SEWAGE COLLECTION SYSTEM IS AS FOLLOWS:

1. THE CONTRACTOR SHALL SUBMIT A CERTIFIED SET OF RECORD DRAWINGS TO THE ENGINEER, THE CONTRACTOR SHALL BE RESPONSIBLE FOR RECORDING INFORMATION ON THE APPROVED PLANS CONCURRENTLY WITH CONSTRUCTION PROGRESS. RECORD DRAWINGS SUBMITTED TO THE ENGINEER AS PART OF THE PROJECT ACCEPTANCE SHALL COMPLY WITH THE FOLLOWING REQUIREMENTS.

- A. DRAWINGS SHALL BE LEGIBLY MARKED TO RECORD ACTUAL CONSTRUCTION.
- B. DRAWINGS SHALL SHOW ACTUAL LOCATION OF ALL UNDERGROUND AND ABOVE GROUND STORM DRAINAGE, WATER, REUSE AND WASTEWATER PIPING AND RELATED APPURTENANCES. ALL PIPING LOCATIONS INCLUDING HORIZONTAL AND VERTICAL LOCATIONS OF UTILITIES AND APPURTENANCES SHALL BE CLEARLY SHOWN AND REFERENCED TO PERMANENT SURFACE IMPROVEMENTS. DRAWINGS SHALL ALSO SHOW ACTUAL INSTALLED PIPE MATERIAL, CLASS, ETC.
- C. DRAWINGS SHALL CLEARLY SHOW ALL FIELD CHANGES OF DIMENSION AND DETAIL. INCLUDING CHANGES MADE BY FIELD ORDER OR BY CHANGE ORDER.
- D. DRAWINGS SHALL CLEARLY SHOW ALL DETAILS NOT ON ORIGINAL CONTRACT DRAWINGS, BUT CONSTRUCTED IN THE FIELD. ALL EQUIPMENT AND PIPING LOCATION SHALL BE CLEARLY SHOWN.
- E. LOCATION OF ALL INLETS AND MANHOLES, HYDRANTS, VALVES AND VALVE BOXES SHALL BE SHOWN. ALL VALVES SHALL BE REFERENCED FROM AT LEAST TWO PREFERABLY THREE PERMANENT POINTS.
- F. DIMENSIONS BETWEEN ALL INLETS AND MANHOLES SHALL BE VERIFIED AND SHOWN. THE INVERTS AND GRADE ELEVATIONS OF ALL INLETS, CONTROL STRUCTURES AND MANHOLES SHALL BE SHOWN.
- G. CONTRACTOR SHALL PROVIDE AN AS-BUILT SURVEY FOR POND GRADING. SPOT ELEVATIONS SHALL BE TAKEN AT TOP OF BANK, POND BOTTOM, AND ALL GRADE BREAKS AT 50' INTERVALS.
- H. DRAWINGS SHALL CLEARLY INDICATE VERTICAL AND HORIZONTAL SEPARATION BETWEEN WATER MAIN AND STORM DRAINAGE/SANITARY SEWER/RECLAIM WATER MAINS AT POINTS OF CROSSING IN ACCORDANCE WITH FDEP CRITERIA.
- I. WHEN THE WATER MAINS AND OTHER UTILITIES (STORM, GRAVITY SEWER, FORCE MAIN AND RECLAIMED WATER), THE CERTIFIED AS-BUILT DRAWINGS SHALL CLEARLY INDICATE THE CONSTRUCTED ELEVATIONS IN SUCH A WAY THAT THE VERTICAL SEPARATION BETWEEN THE WATER MAIN AND OTHER UTILITIES MAY BE VERIFIED BY THE ENGINEER. FAILURE TO PROVIDE THIS INFORMATION WILL RESULT IN THE CONTRACTOR EXCAVATING AND SURVEYING THE UTILITIES AT NO ADDITIONAL COST TO THE OWNER.
- J. WHEN THE WATER MAINS AND OTHER UTILITIES (STORM, GRAVITY SEWER, FORCE MAIN AND RECLAIMED WATER), THE CERTIFIED AS-BUILT DRAWINGS SHALL CLEARLY INDICATE THE LOCATIONS OF PIPE CROSSINGS IN SUCH A MANNER AS TO DEMONSTRATE THE PIPE IS CENTERED AT THE CROSSING. FAILURE TO PROVIDE THIS INFORMATION WILL RESULT IN THE CONTRACTOR EXCAVATING AND SURVEYING THE UTILITIES AT NO ADDITIONAL COST TO THE OWNER.

2. EACH SHEET OF THE PLANS SHALL BE SIGNED, SEALED AND DATED BY REGISTERED SURVEYOR WITH A NOTE READING "THESE AS-BUILT DRAWINGS ACCURATELY DEPICT THE ACTUAL IMPROVEMENTS AS CONSTRUCTED".

1. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IN WRITING 90 DAYS PRIOR TO THE ANTICIPATED COMPLETION OF CONSTRUCTION AND/OR CERTIFICATION OF COMPLETION APPROVAL DATE.
2. THE CONTRACTOR SHALL PROVIDE THE ENGINEER WITH SIGNED AND SEALED AS-BUILTS OF ALL UTILITY IMPROVEMENTS, PRESSURE TESTS, BACTERIOLOGICAL TESTS, AND ANY OTHER INFORMATION NECESSARY FOR THE CLEARANCE APPROVALS WITH F.D.E.P. AND THE LOCAL UTILITY PROVIDER. THIS INFORMATION SHALL BE PROVIDED TO THE ENGINEER 60 DAYS PRIOR TO THE ANTICIPATED COMPLETION OF CONSTRUCTION AND/OR CERTIFICATION OF COMPLETION APPROVAL DATE.
3. THE CONTRACTOR SHALL PROVIDE THE ENGINEER WITH SIGNED AND SEALED AS-BUILTS OF ALL STORM WATER SYSTEM IMPROVEMENTS, AND ANY OTHER INFORMATION NECESSARY FOR THE CLEARANCE APPROVALS AND THE LOCAL UTILITY PROVIDER. THIS INFORMATION SHALL BE PROVIDED TO THE ENGINEER 60 DAYS PRIOR TO THE ANTICIPATED COMPLETION OF CONSTRUCTION AND/OR CERTIFICATION OF COMPLETION APPROVAL DATE.

1. ALL MATERIAL REMOVED FROM THIS SITE BY THE CONTRACTOR SHALL BE DISPOSED OF BY THE CONTRACTOR IN A LEGAL MANNER.
2. REFER TO THE TOPOGRAPHIC SURVEY FOR ADDITIONAL DETAILS OF EXISTING STRUCTURES, ETC., LOCATED WITHIN THE PROJECT SITE. UNLESS OTHERWISE NOTED, ALL EXISTING BUILDINGS, STRUCTURES, SLABS, CONCRETE, ASPHALT, DEBRIS PILES, SIGNS, AND ALL APPURTENANCES ARE TO BE REMOVED FROM THE SITE BY THE CONTRACTOR AND PROPERLY DISPOSED OF IN A LEGAL MANNER AS PART OF THIS CONTRACT. SOME ITEMS TO BE REMOVED MAY NOT BE DEPICTED ON THE TOPOGRAPHIC SURVEY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VISIT THE SITE AND DETERMINE THE FULL EXTENT OF ITEMS TO BE REMOVED. IF ANY ITEMS ARE IN QUESTION, THE CONTRACTOR SHALL CONTACT THE OWNER PRIOR TO REMOVAL OF SAID ITEMS.

LOCATION OF PUBLIC WATER SYSYEM MAINS IN ACCORDANCE WITH F.A.C. RULE 62-555.314

- (1) Water main should cross above other pipe. When water main must be below other pipe, the minimum separation is 12 inches.
- (2) Reclaimed water regulated under Part III of Chapter 62-610, F.A.C.
- (3) 3 ft. for gravity sanitary sewer where the bottom of the water main is laid at least 6 inches above the top of the gravity sanitary sewer.
- (4) Reclaimed water not regulated under Part III of Chapter 62-610, F.A.C.

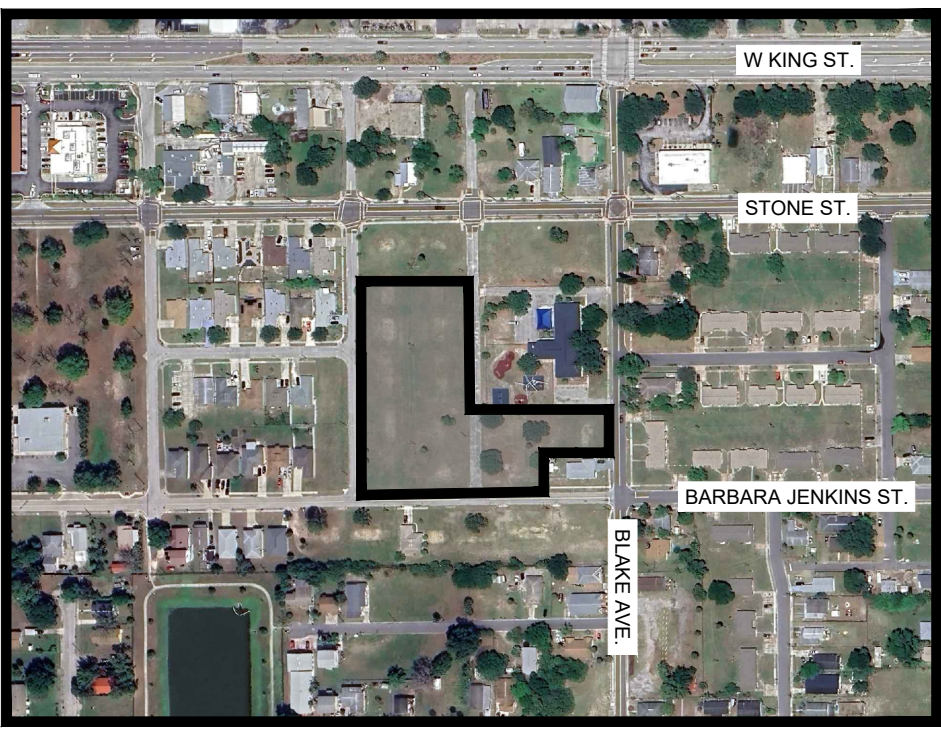
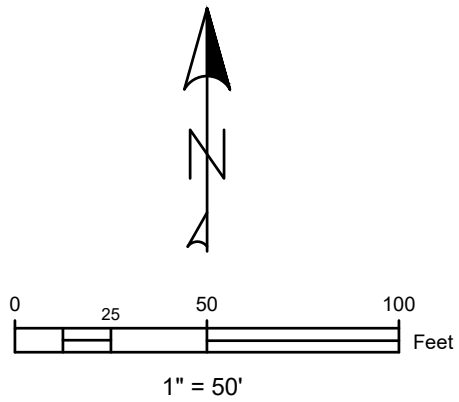
Disclaimer – This document is provided for your convenience only. Please refer to F.A.C. Rule 62-555.314 for additional construction requirements.

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VICINITY MAP
SCALE: NTS

LEGEND:

- PROPERTY LINE
- PROPOSED LOT LINES
- PROPOSED UTILITY/DRAINAGE EASEMENT
- PROPOSED DEMOLITION AREA
- SAW CUT LOCATION

SURVEY NOTES:

SURVEY OF 3 PARCELS OF LAND IN SECTION 32, TOWNSHIP 24 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA.
SURVEY FOR BOUNDARY, ELEVATIONS AND LOCATIONS OF PERTINENT TOPOGRAPHIC FEATURES, IMPROVEMENTS AND/OR UTILITIES, WHETHER ABOVEGROUND OR UNDERGROUND, ARE NOT LOCATED OR SHOWN ON THIS SURVEY.
BEARING REFERENCE: ASSUMED BEARING OF S00°28'09"E ON THE WEST RIGHT-OF-WAY LINE OF VALENCIA AVENUE.
ELEVATIONS SHOWN ARE REFERENCED TO NAVD88 DATUM.
BENCHMARKS ARE AS SHOWN HEREON.
ORIGINATING BENCHMARK: BREVARD COUNTY SURVEY & MAPPING DEPARTMENT PID# "F6A62", PUBLISHED
ELEVATION = 22.154, NAVD88
THIS SURVEY IS SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD.
THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE.
THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER UNLESS ELECTRONICALLY SIGNED AND SEALED IN ACCORDANCE WITH FLORIDA STATUTES CHAPTER 472.025.
THIS SURVEY MEETS THE STANDARDS OF PRACTICE FOR SURVEYS AS REQUIRED BY FLORIDA STATUTES CHAPTER 472 AND THE STANDARDS OF PRACTICE FOR SURVEYS AS REQUIRED BY CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE.
DATE OF LAST FIELD WORK: 05/09/2025

DESCRIPTION:

3 PARCELS OF LAND IN SECTION 32, TOWNSHIP 24 SOUTH, RANGE 36 EAST, CITY OF COCOA, BREVARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
LOTS 7 & 14, BLOCK 13, AMENDED MAP OF COLLEGE PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 72, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA;
TOGETHER WITH LOTS 1 THROUGH 6 AND LOTS 9 THROUGH 14, MICHAEL C. BLAKE SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 66, PAGE 69, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA
TOGETHER ALSO WITH LOTS 15 THROUGH 17, MICHAEL C. BLAKE SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 66, PAGE 69, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA

ABBREVIATIONS

- AC AIR CONDITIONER
- AL ARC LENGTH
- AVE AVENUE
- BLVD BOULEVARD
- BM BENCHMARK
- BOC BEGINNING OF CURVE
- CL CENTERLINE
- CA CENTRAL ANGLE
- CB CHORD BEARING
- CBS CONCRETE BLOCK STRUCTURE
- CH CHORD LENGTH
- CM CONCRETE MONUMENT
- CMP CORRUGATED METAL PIPE
- CONC CONCRETE
- COR CORNER
- CSL DELTA / CENTRAL ANGLE
- DEI DEVELOPMENT OF REGIONAL IMPACT
- ELEC ELECTRIC
- ELEV ELEVATION
- EOC END OF CURVE
- EOP EDGE OF PAVEMENT
- EWI EDGE OF WATER
- ESCP ELLIPTICAL REINFORCED CONCRETE PIPE
- ESMT EASEMENT
- FD FOUND
- FTE FINISHED FLOOR ELEVATION
- FI FIRE HYDRANT
- FLAL FLUOROPOLYMER AND LIGHT
- FT FEET
- Hwy HIGHWAY
- IDM IDENTIFICATION NUMBER
- INV INVERT
- IR IRON ROD
- IRC IRON ROD AND CAP
- LB LICENSED BUSINESS
- LWP LIGHTER WOOD POST
- NW NEIGHBORHOOD IDENTIFICATION
- NED NAIL AND DING
- NAVD88 NORTH AMERICAN VERTICAL DATUM 1988
- NOVD09 NATIONAL GEODETIC VERTICAL DATUM 1909
- NTI NON-TANGENT INTERSECTION
- NTL NON-TANGENT LINE
- NTS NOT TO SCALE
- OHE OVERHEAD ELECTRIC UTILITY
- OROB OFFICIAL RECORDS BOOK
- PI PLAT BOOK
- POC POINT OF COMPOUND CURVATURE
- POP PERMANENT CONTROL POINT
- POS(P) POINT(S)
- PK PARKER-KALEN
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- PP POWER/UTILITY POLE
- PRC POINT OF REVERSE CURVATURE
- PLD PLANNED UNIT DEVELOPMENT
- PVC POLYVINYL CHLORIDE PIPE
- R RADIUS
- RW RIGHT-OF-WAY
- RCP REINFORCED CONCRETE PIPE
- RR RAILROAD
- ST STREET
- TYP TYPICAL

DEMOLITION NOTE:

- ALL AREA DISTURBED IN THE RIGHT OF WAY SHALL BE RETURNED TO ORIGINAL CONDITION OR BETTER
- COORDINATE WITH ENGINEER SHOULD FIELD CONDITIONS DIFFER FROM PROPOSED PLAN

COCOA SMALL HOMES
2605 49TH STREET
VERO BEACH, FL 32967

THIS SHEET
EXISTING CONDITIONS

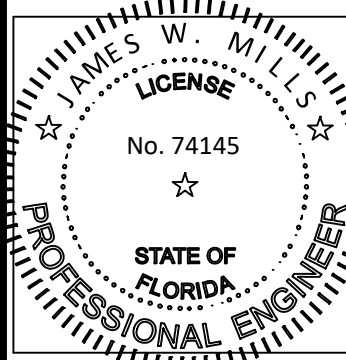
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APPROVED BY

SCALE:
SEE SHEET

ISSUE	DATE	COMMENTS



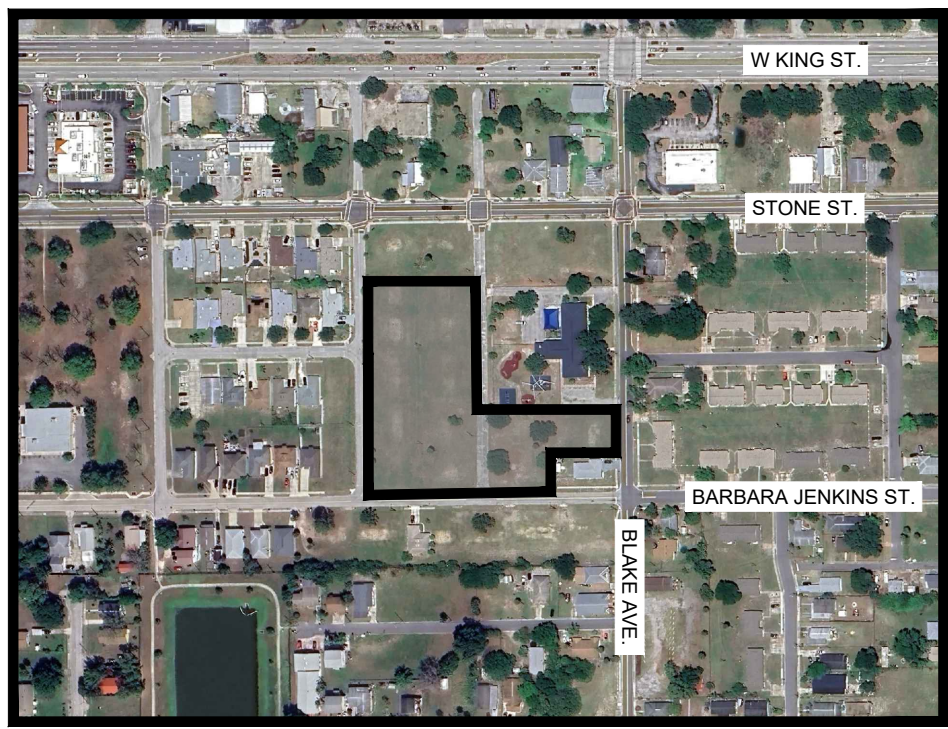
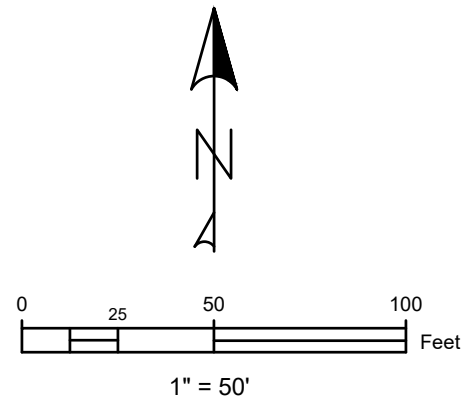
James Mills

Mills, Short & Associates
Civil & Structural Engineering
Land Planning & Landscape Architecture

Jupiter Office
1095 Jupiter Park Drive, Suite 10
Jupiter, Florida 33458

Vero Beach Office
700 22nd Place, Suite 2C/2D
Vero Beach, Florida 32960

C.A. #: 30698
PHONE: 772.226.7282
WEBSITE: www.MillsShortAssociates.com



VICINITY MAP
SCALE: NTS

SURVEY NOTES:

SURVEY OF 3 PARCELS OF LAND IN SECTION 32, TOWNSHIP 24 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA.
SURVEY FOR BOUNDARY, ELEVATIONS AND LOCATIONS OF PERTINENT TOPOGRAPHIC FEATURES, IMPROVEMENTS AND/OR UTILITIES, WHETHER ABOVEGROUND OR UNDERGROUND, ARE NOT LOCATED OR SHOWN ON THIS SURVEY.
BEARING REFERENCE: STANDARD BEARING OF S00°28'09"E ON THE WEST RIGHT-OF-WAY LINE OF VALENCIA AVENUE.
ELEVATIONS SHOWN ARE REFERENCED TO NAVD88 DATUM.
BENCHMARKS ARE AS SHOWN HEREON.
ORIGINATING BENCHMARK: BREVARD COUNTY SURVEY & MAPPING DEPARTMENT PID# "F6662", PUBLISHED
ELEVATION = 22.154, NAVD88
THIS SURVEY IS SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD.
THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE.
THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER UNLESS ELECTRONICALLY SIGNED AND SEALED IN ACCORDANCE WITH FLORIDA STATUTES CHAPTER 472.025.
THIS SURVEY MEETS THE STANDARDS OF PRACTICE FOR SURVEYS AS REQUIRED BY FLORIDA STATUTES CHAPTER 472 AND THE STANDARDS OF PRACTICE FOR SURVEYS AS REQUIRED BY CHAPTER SJ-17, FLORIDA ADMINISTRATIVE CODE.
DATE OF LAST FIELD WORK: 05/09/2025

DESCRIPTION:

3 PARCELS OF LAND IN SECTION 32, TOWNSHIP 24 SOUTH, RANGE 36 EAST, CITY OF COCOA, BREVARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 LOTS 7 & 14, BLOCK 13, AMENDED MAP OF COLLEGE PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 72, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA;
 TOGETHER WITH LOTS 7 THROUGH 6 AND LOTS 9 THROUGH 14, MICHAEL C. BLAKE SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 66, PAGE 68, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA;
 TOGETHER ALSO WITH LOTS 15 THROUGH 17, MICHAEL C. BLAKE SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 66, PAGE 69, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

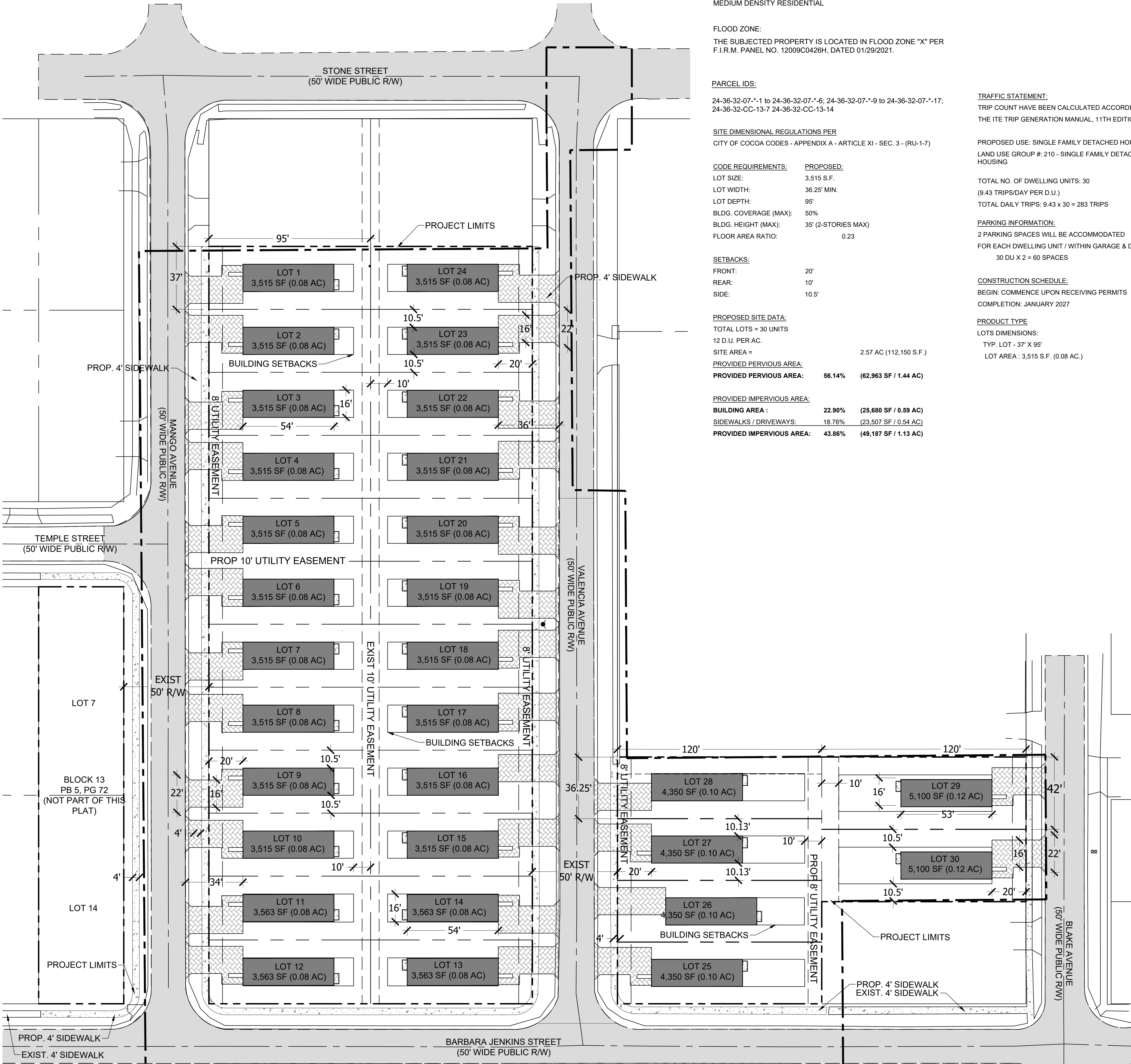
ABBREVIATIONS

[illegible][illegible]

THIS SHEET DEMOLITION PLAN		CHECKED BY DOC	DRAWN BY DOC	APPROVED BY	SCALE: SEE SHEET
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PROJ. NO.	25-1090
DATE	05-23-2025
SHEET NO.	

C-1.2



PROJECT DATA:

ZONING:
RU-1-7
FUTURE LAND USE:
MEDIUM DENSITY RESIDENTIAL

FLOOD ZONE:
THE SUBJECTED PROPERTY IS LOCATED IN FLOOD ZONE "X" PER
F.I.R.M. PANEL NO. 12009C0426H, DATED 01/29/2021.

PARCEL IDS:

24-36-32-07--1 to 24-36-32-07--6; 24-36-32-07--9 to 24-36-32-07--17;
24-36-32-CC-13-7 24-36-32-CC-13-14

SITE DIMENSIONAL REGULATIONS PER
CITY OF COCOA CODES - APPENDIX A - ARTICLE XI - SEC. 3 - (RU-1-7)

CODE REQUIREMENTS: PROPOSED:
LOT SIZE: 3,515 S.F.
LOT WIDTH: 36.25' MIN.
LOT DEPTH: 95'
BLDG. COVERAGE (MAX): 50%
BLDG. HEIGHT (MAX): 35' (2-STORIES MAX)
FLOOR AREA RATIO: 0.23

SETBACKS:
FRONT: 20'
REAR: 10'
SIDE: 10.5'

PROPOSED SITE DATA:
TOTAL LOTS = 30 UNITS
12 D.U. PER AC.
SITE AREA = 2.57 AC (112,150 S.F.)

PROVIDED PERVIOUS AREA:
PROVIDED PERVIOUS AREA: 56.14% (62,963 SF / 1.44 AC)

PROVIDED IMPERVIOUS AREA:
BUILDING AREA : 22.90% (25,680 SF / 0.59 AC)
SIDEWALKS / DRIVEWAYS: 18.76% (23,507 SF / 0.54 AC)
PROVIDED IMPERVIOUS AREA: 43.86% (49,187 SF / 1.13 AC)

TRAFFIC STATEMENT:
TRIP COUNT HAVE BEEN CALCULATED ACCORDING TO
THE ITE TRIP GENERATION MANUAL, 11TH EDITION.

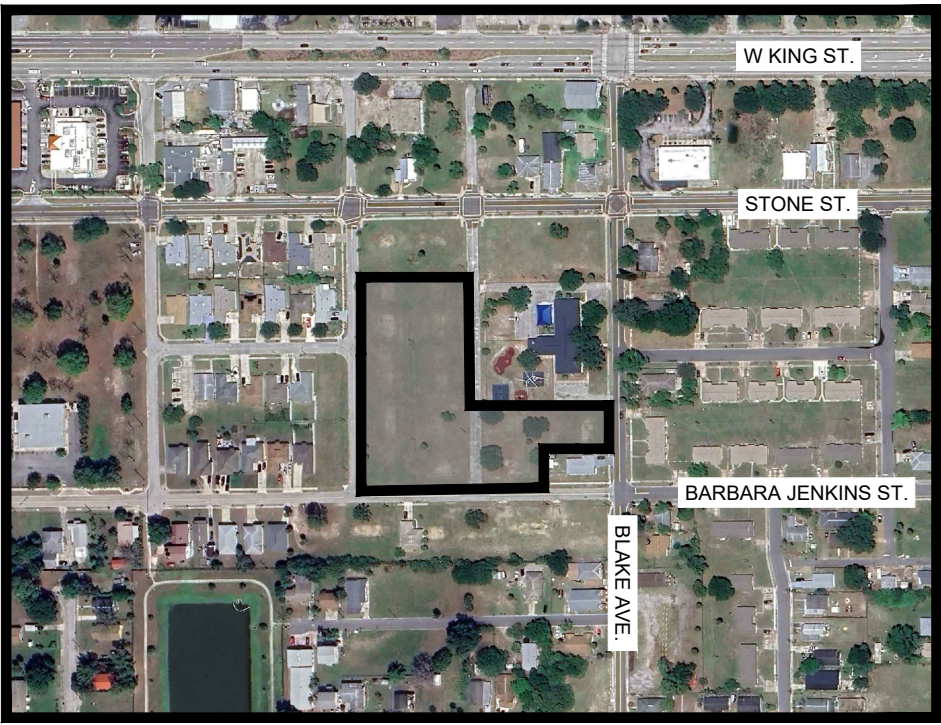
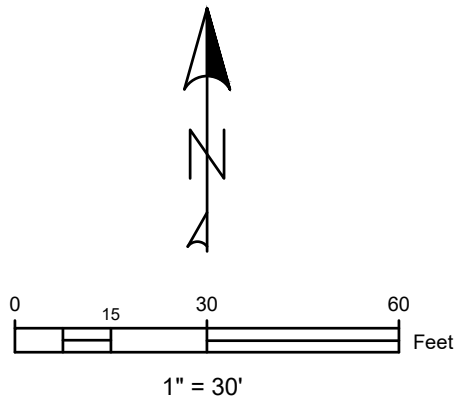
PROPOSED USE: SINGLE FAMILY DETACHED HOUSING
LAND USE GROUP #: 210 - SINGLE FAMILY DETACHED HOUSING

TOTAL NO. OF DWELLING UNITS: 30
(9.43 TRIPS/DAY PER D.U.)
TOTAL DAILY TRIPS: 9.43 x 30 = 283 TRIPS

PARKING INFORMATION:
2 PARKING SPACES WILL BE ACCOMMODATED
FOR EACH DWELLING UNIT / WITHIN GARAGE & DRIVEWAY
30 DU X 2 = 60 SPACES

CONSTRUCTION SCHEDULE:
BEGIN: COMMENCE UPON RECEIVING PERMITS
COMPLETION: JANUARY 2027

PRODUCT TYPE
LOTS DIMENSIONS:
TYP. LOT - 37' X 95'
LOT AREA : 3,515 S.F. (0.08 AC.)

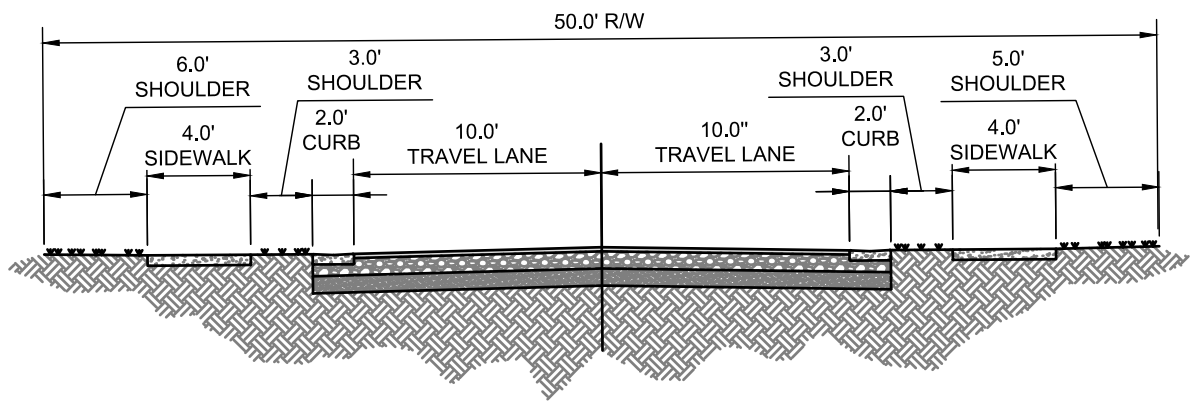


VICINITY MAP
SCALE: NTS

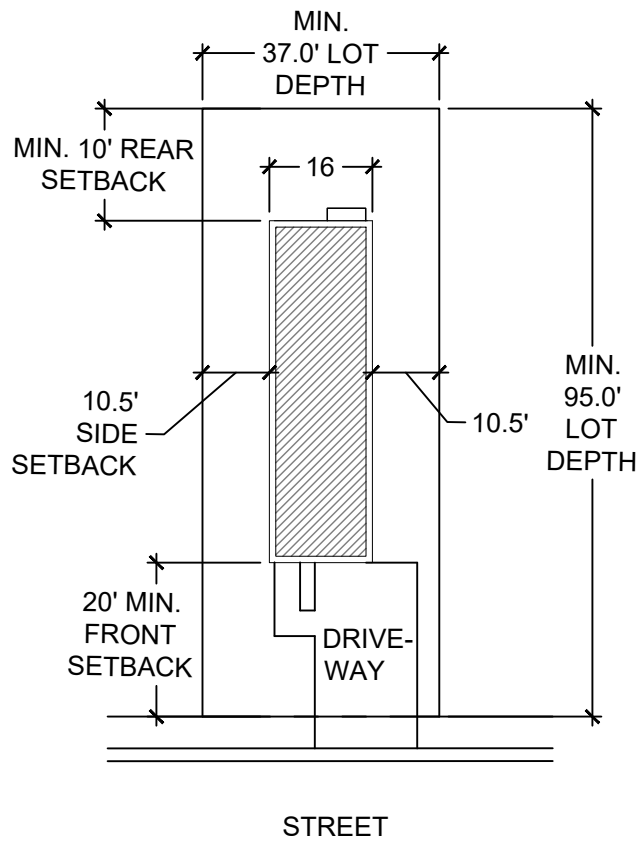
LEGEND:

- PROPERTY LINE
- PROPOSED LOT LINES
- PROPOSED UTILITY/DRAINAGE EASEMENT
- PROPOSED BUILDING
- PROPOSED BUILDING SETBACK
- PROPOSED PROJECT LIMIT/BOUNDARY
- PROPOSED SIDEWALK
- PROPOSED DRIVEWAY
- EXISTING ASPHALT
- EXISTING DRAINAGE STRUCTURES
- EXISTING STORMWATER PIPE
- PROPOSED SANITARY SEWER

NOTE:
MATERIALS IN DRIVEWAYS MAY CONSIST OF CONCRETE PAVERS,
CONCRETE, OR ASPHALT



TYPICAL 50' RIGHT-OF-WAY
SCALE: NTS



TYPICAL LOT
SCALE: NTS

PREVIOUS APPROVALS:
LOTS 7 & 14 (WERE PREVIOUSLY APPROVED PER BUILDING PERMIT
BR25-000479 AND BR25-000480

Mills, Short & Associates
Civil & Structural Engineering
Land Planning & Landscape Architecture

James Mills
Professional Engineer
No. 74145
STATE OF FLORIDA

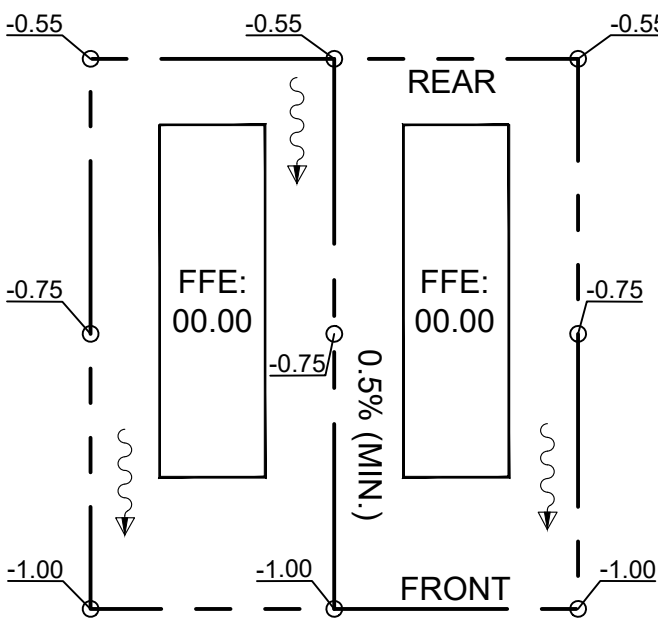
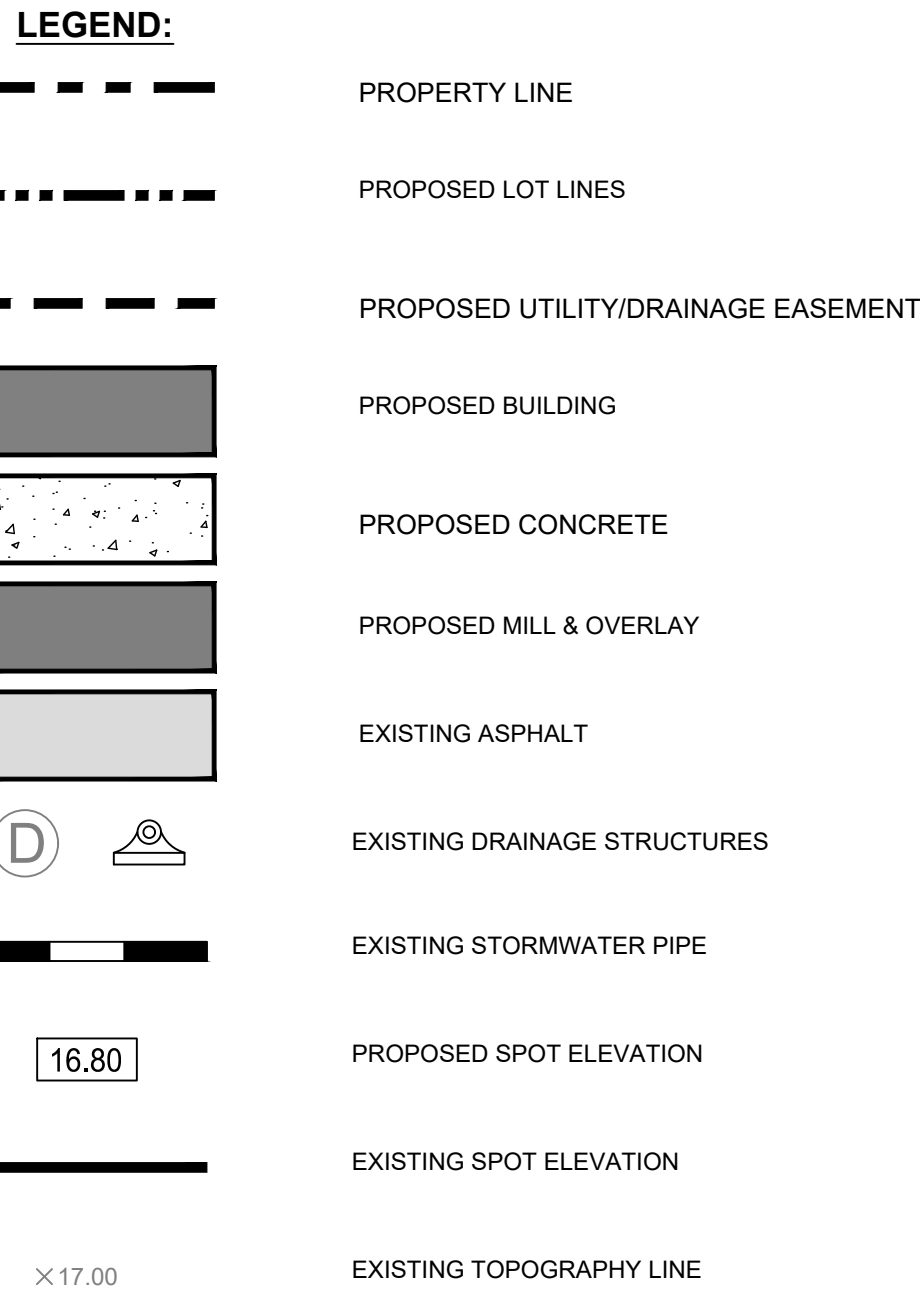
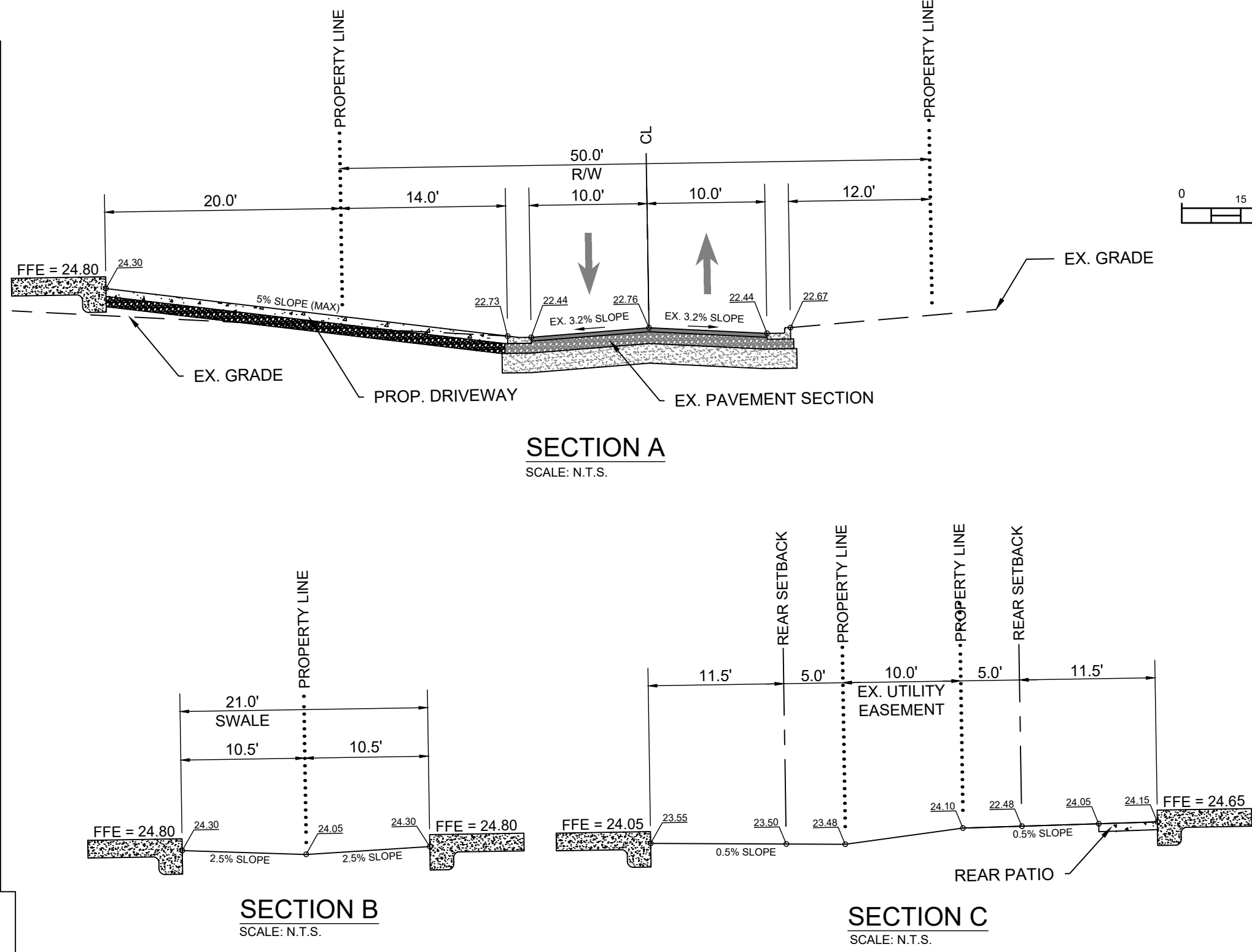
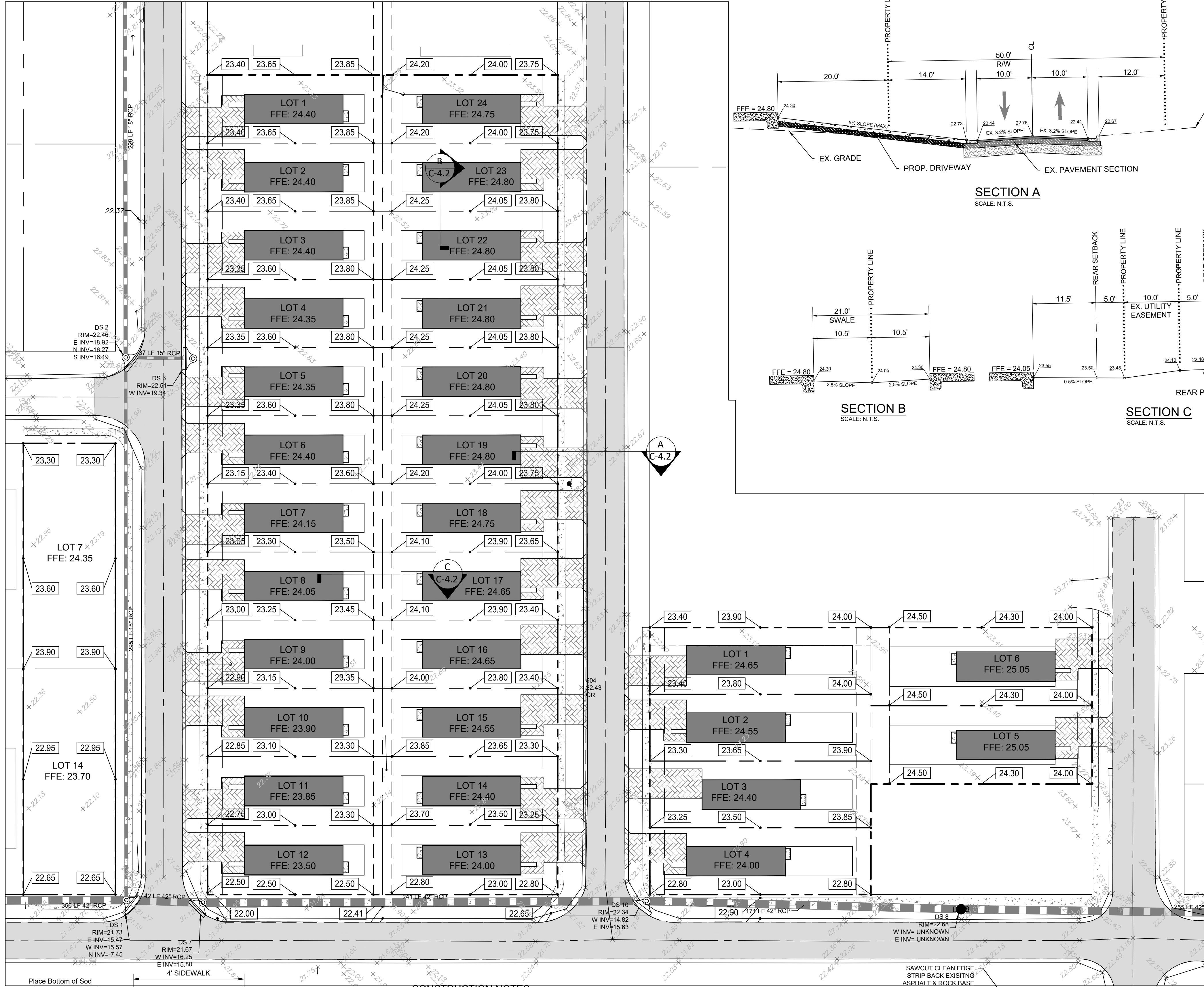
PROJ. NO. 25-1090
DATE 05-23-2025
SHEET NO.

C-2

COCOA SMALL HOMES
2605 49TH STREET
VERO BEACH, FL 32967
THIS SHEET
SITE PLAN
DRAWN BY DCC
CHECKED BY
APPROVED BY
SCALE: SEE SHEET

Vero Beach Office
700 22nd Place, Suite 2C/2D
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C.A. #: 30698
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Jupiter Office
1095 Jupiter Park Drive, Suite 10
Jupiter, Florida 33458



FLOOD ZONE:
THE SUBJECTED PROPERTY IS LOCATED IN FLOOD ZONE "X" PER F.I.R.M. PANEL NO. 12009C0426H, DATED 01/29/2021.

DRAINAGE AND GRADING NOTES:

- ELEVATIONS SHOWN HEREON ARE IN FEET, REFERENCED TO NAVD 88.
- TOPOGRAPHIC INFORMATION IS TAKEN FROM A TOPOGRAPHIC SURVEY BY LAND SURVEYORS.
- THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON THE RECORDS OF CITY OF COCOA AND THE VARIOUS APPLICABLE UTILITY COMPANIES. THE INFORMATION IS NOT TO BE RELIED ON AS EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANIES TO REQUEST EXACT FIELD LOCATION OF UTILITIES AT LEAST 72 HOURS BEFORE ANY EXCAVATION. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.
- ANY CONDITIONS NOT ALLOWING WATER TO FLOW AS SHOWN SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER OF RECORD FOR RESOLUTION.
- CONTRACTOR SHALL REVIEW PROPOSED GRADES TO ENSURE COMPATIBILITY WITH CHANGES IN ELEVATION WITHIN THE PROPOSED PLAN.
- THE STORM WATER DRAINAGE DESIGN IS INTENDED TO CONTAIN ALL REQUIRED SITE STORM WATER RUNOFF AND DISCHARGE INTO AN APPROVED STORM WATER SYSTEM. CONTRACTOR SHALL NOTIFY ENGINEER, SHOULD THE ADJACENT PROPERTY GRADES VARY FROM THOSE SHOWN ON THE PLAN AND CHANGE THE INTENT OF STORM WATER DESIGN.
- ON-SITE EXCAVATED MATERIAL TO BE USED FOR ON-SITE PURPOSES ONLY. IF MATERIAL IS TO BE HAULED OFF-SITE, MINING PERMIT MAY BE REQUIRED. CONTRACTOR TO CONTACT ENGINEER OF RECORD IF MATERIAL IS TO BE HAULED OFF-SITE.
- CONSTRUCTION SHALL COMPLY WITH ALL APPLICABLE GOVERNING CODES.
- FIELD DENSITY TESTS SHALL BE TAKEN AT INTERVALS IN ACCORDANCE WITH THE SPECIFICATIONS AND LOCAL JURISDICTIONAL AGENCY.
- CONTRACTOR SHALL ASSURE POSITIVE DRAINAGE AWAY FROM BUILDINGS FOR ALL NATURAL AND PAVED AREAS.
- ELEVATIONS SHOWN AT CURB LINE ARE EDGE OF PAVEMENT UNLESS OTHERWISE SPECIFIED.
- ALL CUT OR FILL SLOPES SHALL BE 4H:1V OR FLATTER UNLESS OTHERWISE NOTED.
- ALL SLOPES OF LAKE BANKS SHALL BE SODDED WITH FLORATAM.

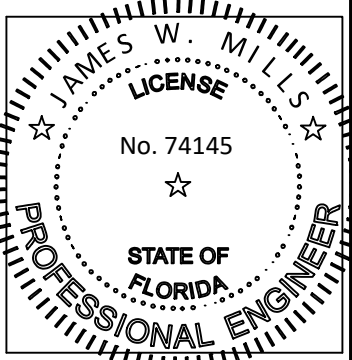
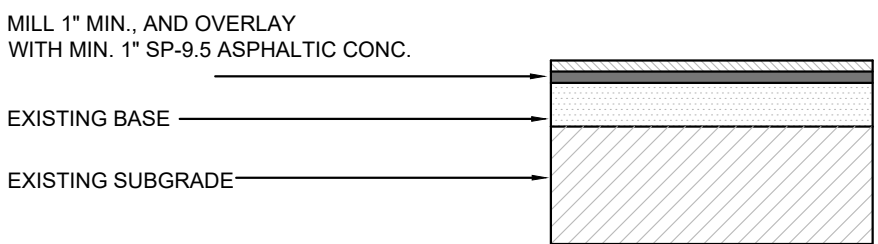
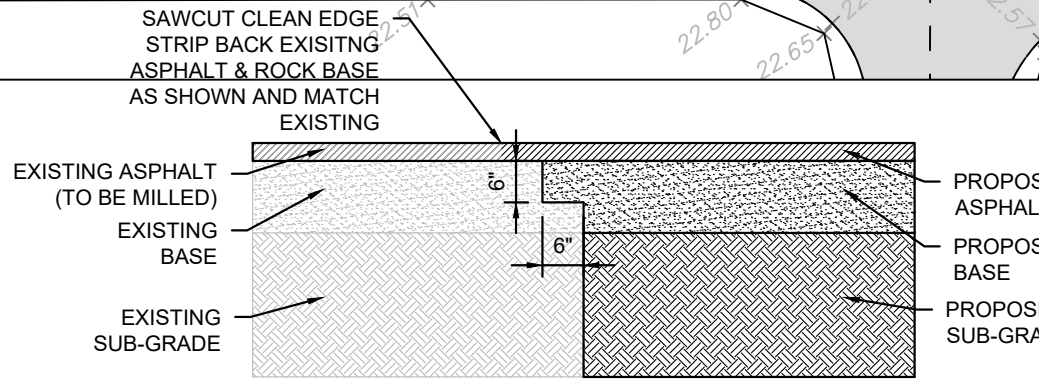
CONSTRUCTION NOTES:

- CONTRACTOR TO SAW-CUT AT ALL LOCATIONS OF REMOVAL OF EXISTING CONC. S/W, CONC. CURBS AND ASPHALT UNLESS OTHERWISE NOTED. ALL BASE AND SUBBASE MATERIAL SHALL BE REMOVED WITHIN THE PROPOSED LANDSCAPED AREA.
- CONTRACTOR TO MATCH EXIST. GRADES AND TO CONSTRUCT A SMOOTH TRANSITION FROM EXISTING FACILITIES TO PROPOSED.
- CONTRACTOR TO REMOVE ALL CONSTRUCTION DEBRIS FROM CONSTRUCTION SITE AND DISPOSE PER LOCAL ORDINANCES.
- CONTRACTOR TO ENSURE ALL CONSTRUCTION IS IN ACCORDANCE WITH COUNTY DESIGN STANDARDS.
- CONTRACTOR TO SOD ALL DISTURBED AREAS. SODDING INCLUDES MAINTAINING SLOPE AND SOD UNTIL COMPLETION AND ACCEPTANCE OF THE TOTAL PROJECT OR GROWTH IS ESTABLISHED WHICHEVER COMES LAST.
- ALL EXISTING TRAFFIC SIGNS DISTURBED DURING CONSTRUCTION SHALL BE REINSTALLED WHERE APPLICABLE BY THE CONTRACTOR.
- THESE PLANS REFLECT CONDITIONS KNOWN DURING PLAN DEVELOPMENT. IN THE EVENT THAT ACTUAL PHYSICAL CONDITIONS PREVENT THE APPLICATION OF THESE STANDARDS OR THE PROGRESSION OF THE WORK, THE CONTRACTOR SHALL NOTIFY THE ENGINEER PRIOR TO CONSTRUCTION OF AFFECTED AREA.
- THE CONTRACTOR SHALL PROTECT ALL EXISTING STRUCTURES, STORM DRAINS, UTILITIES, AND OTHER FACILITIES TO REMAIN AND SHALL REPAIR ANY DAMAGES DUE TO HIS/HER CONSTRUCTION ACTIVITIES AT NO ADDITIONAL COST TO THE OWNER.
- NOTIFY SUNSHINE STATE ONE CALL (1-800-432-4770) OR (811) PRIOR TO CONSTRUCTION.
- PROJECT BASED ON DESIGN SURVEY PREPARED BY OTHERS.
- THE CONTRACTOR SHALL NOT ENCROACH ONTO PRIVATE PROPERTY WITHOUT EASEMENTS NECESSARY FOR COMPLETION OF THE WORK.

SIDEWALK NOTES:

- ALL MATERIALS AND CONSTRUCTION PROCEDURES SHALL BE IN ACCORDANCE WITH THE "SUGGESTED SPECIFICATIONS FOR CONCRETE AREAS" PREPARED BY THE PORTLAND CEMENT ASSOCIATION.
- CONTROL JOINTS SHALL BE CONSTRUCTED AT A MAXIMUM OF 8-FEET.
- AT LEAST THREE (3) COMPRESSIVE STRENGTH CYLINDER SAMPLES SHALL BE TAKEN FOR EACH 10,000 SQUARE FEET OF PAVEMENT OR FIVE (5) PER JOB, WHICHEVER IS GREATER. SLUMP SHALL BE 2 TO 4 INCHES (ASHTO T-119). COMPRESSIVE STRENGTH SHALL BE REPORTED AT 7, 14, AND 28 DAYS.
- CONSTRUCT UPON FIRM, STABILIZED GROUND, COMPACTED TO 95% MAXIMUM DRY DENSITY.
- SURFACE WITH BROOM FINISH.

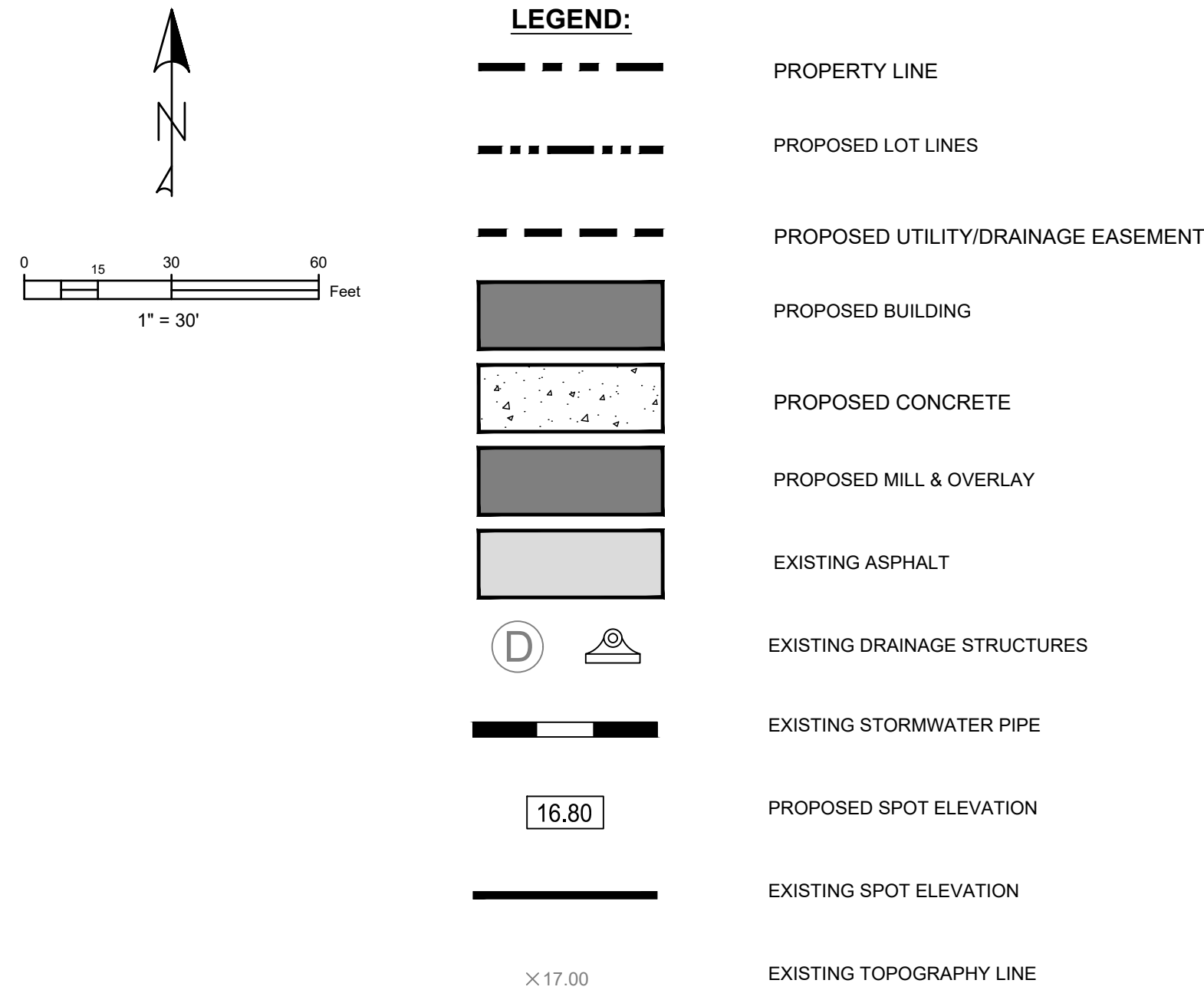
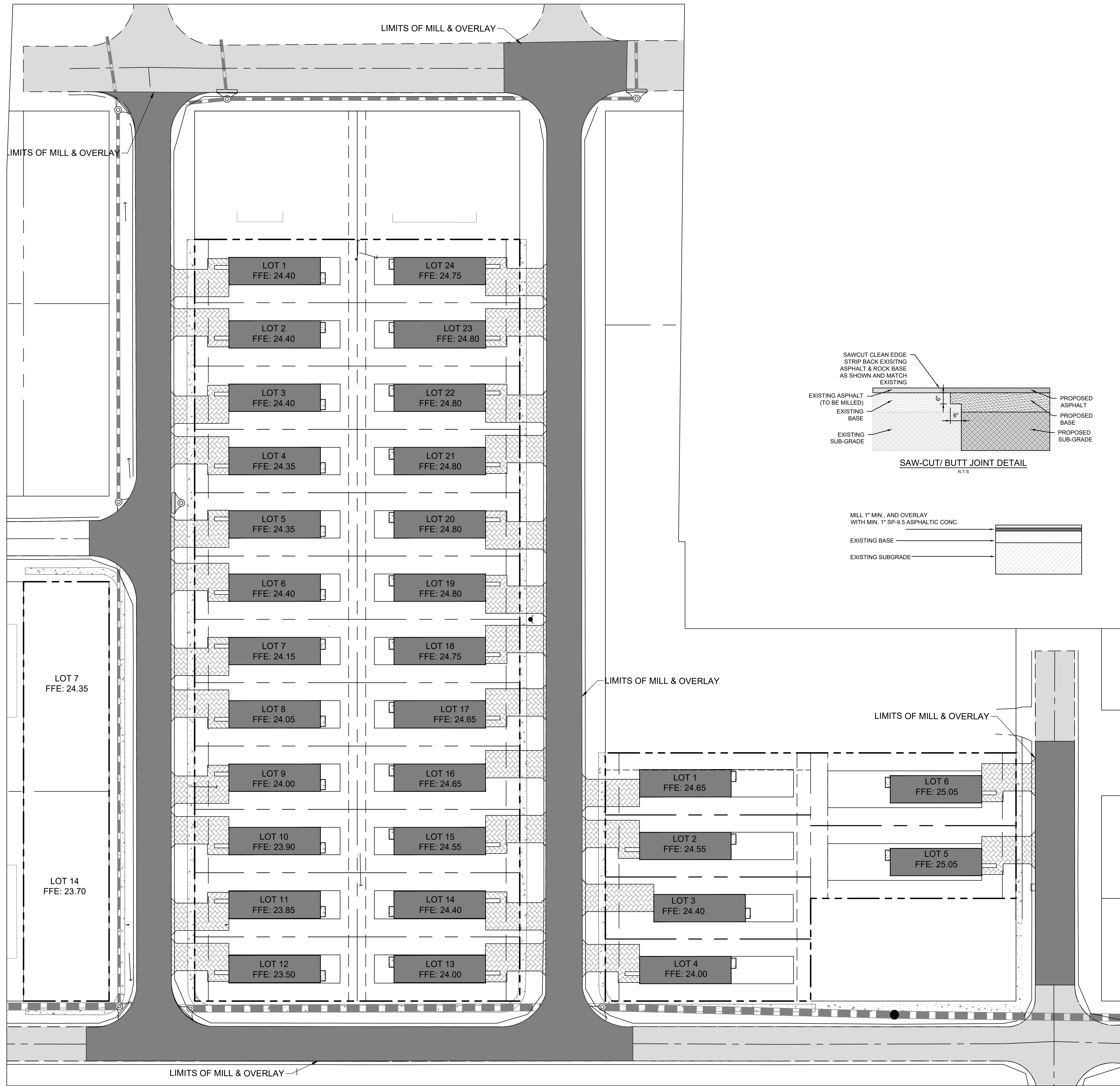
SIDEWALK DETAIL
N.T.S.



ISSUE	DATE	COMMENTS

COCO A SMALL HOMES 2605 49TH STREET VERO BEACH, FL 32967 THIS SHEET PAVING GRADING & DRAINAGE PLAN DRAWN BY DCC	CHECKED BY	APPROVED BY	SCALE: SEE SHEET
PROJECT NO. 25-1090 DATE 05-23-2025 SHEET NO.			

C-3.1



FLOOD ZONE:
THE SUBJECTED PROPERTY IS LOCATED IN FLOOD ZONE "X" PER F.I.R.M. PANEL NO. 12009C0426H,
DATED 01/29/2021.

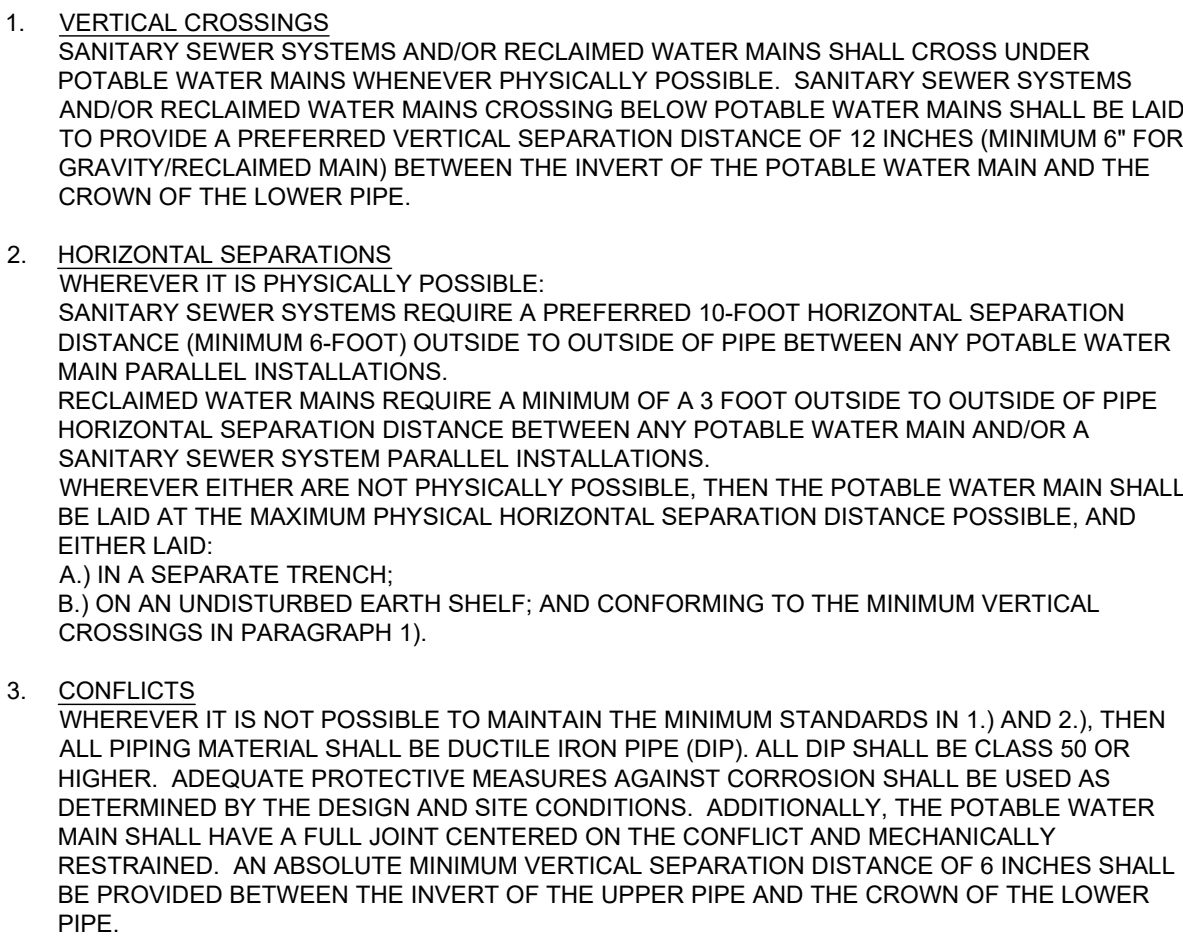
DRAINAGE AND GRADING NOTES:

1. ELEVATIONS SHOWN HEREON ARE IN FEET, REFERENCED TO NAVD 88.
2. TOPOGRAPHIC INFORMATION IS TAKEN FROM A TOPOGRAPHIC SURVEY BY LAND SURVEYORS.
3. THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON THE RECORDS OF CITY OF CHICAGO. THE CITY OF CHICAGO AND ITS UTILITIES COMPANIES MAKE NO WARRANTY AS TO THE RELIANCE ON AS EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANIES TO REQUEST EXACT FIELD LOCATION OF UTILITIES AT LEAST 72 HOURS BEFORE ANY EXCAVATION. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.
4. ANY CONDITIONS NOT ALLOWING WATER TO FLOW AS SHOWN SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER OF RECORD FOR RESOLUTION.
5. CONTRACTOR SHALL REVIEW PROPOSED GRADES TO ENSURE COMPATIBILITY WITH CHANGES IN ELEVATION WITHIN THE PROPOSED PLAN.
6. THE STORM WATER DRAINAGE DESIGN IS INTENDED TO CONTAIN ALL REQUIRED SITE STORM WATER RUNOFF AND DISCHARGE INTO AN APPROVED STORM WATER SYSTEM. CONTRACTOR SHALL NOTIFY ENGINEER, SHOULD THE ADJACENT PROPERTY GRADES VARY FROM THOSE SHOWN ON THE PLAN AND CHANGE THE INTENT OF STORM WATER DESIGN.
7. ONCE A MINING PERMIT HAS BEEN OBTAINED, THE PURPOSE OF THIS PLAN, IF MATERIAL IS TO BE HAULED OFFSITE, MINING PERMIT MAY BE REQUIRED. CONTRACTOR TO CONTACT ENGINEER OF RECORD IF MATERIAL IS TO BE HAULED OFFSITE.
8. CONSTRUCTION SHALL COMPLY WITH ALL APPLICABLE GOVERNING CODES.
9. FIELD DENSITY TESTS SHALL BE TAKEN AT INTERVALS IN ACCORDANCE WITH THE SPECIFICATIONS AND LOCAL JURISDICTIONAL AGENCY.
10. CONTRACTOR SHALL ASSURE POSITIVE DRAINAGE AHEAD FROM BUILDINGS FOR ALL NATURAL AND ARTIFICIAL DRAINAGE AREAS.
11. ELEVATIONS SHOWN AT CURB LINE ARE EDGE OF PAVEMENT UNLESS OTHERWISE SPECIFIED.
12. ALL CUT OR FILL SLOPES SHALL BE 4H:1V OR FLATTER UNLESS OTHERWISE NOTED.
13. ALL SLOPES OF LAKE BANKS SHALL BE SODDED WITH FLORATAM

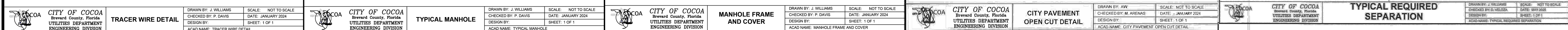
CONSTRUCTION NOTES:

1. CONTRACTOR TO SAW-CUT AT ALL LOCATIONS OF REMOVAL OF EXISTING CONC. S/W, CONC. CURB AND ASPHALT UNLESS OTHERWISE NOTED. ALL BASE AND SUBBASE MATERIAL SHALL BE REMOVED WITHIN THE PROPOSED LANDSCAPED AREA.
2. CONTRACTOR TO CONSTRUCT CURBS AND TO CONSTRUCT A SMOOTH TRANSITION FROM EXISTING FACILITIES TO PROPOSED.
3. CONTRACTOR TO REMOVE ALL CONSTRUCTION DEBRIS FROM CONSTRUCTION SITE AND DISPOSE PER LOCAL ORDINANCES.
4. CONTRACTOR TO ENSURE ALL CONSTRUCTION IS IN ACCORDANCE WITH COUNTY DESIGN STANDARDS.
5. CONTRACTOR TO SOD ALL DISTURBED AREAS. SODDING INCLUDES MAINTAINING SLOPE AND SOD UNTIL COMPLETION AND ACCEPTANCE OF THE TOTAL PROJECT OR GROWTH IS ESTABLISHED WHICHEVER COMES LAST.
6. ALL EXISTING TREES AND SIGNAGE REMOVED DURING CONSTRUCTION SHALL BE REINSTALLED WHERE APPLICABLE BY THE CONTRACTOR.
7. THESE PLANS REFLECT CONDITIONS KNOWN DURING PLAN DEVELOPMENT. IN THE EVENT THAT ACTUAL PHYSICAL CONDITIONS PREVENT THE APPLICATION OF THESE STANDARDS OR THE PROGRESSION OF THE WORK, THE CONTRACTOR SHALL NOTIFY THE ENGINEER PRIOR TO CONSTRUCTION OF THE PROBLEM.
8. THE CONTRACTOR SHALL PROTECT ALL EXISTING STRUCTURES, STORM DRAINS, UTILITIES, AND OTHER FACILITIES TO REMAIN AND SHALL REPAIR ANY DAMAGES DUE TO HIS/HER CONSTRUCTION ACTIVITIES AT NO ADDITIONAL COST TO THE OWNER.
9. NOTIFY SUNSHINE STATE ONE CALL (1-800-432-4770) OR (811) PRIOR TO CONSTRUCTION.
10. PROJECT BASED ON DESIGN SURVEY PREPARED BY OTHERS.
11. THE CONTRACTOR SHALL NOT ENCROACH ONTO PRIVATE PROPERTY WITHOUT EASEMENTS NECESSARY FOR COMPLETION OF THE WORK.

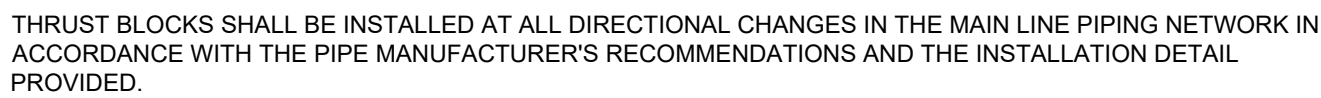
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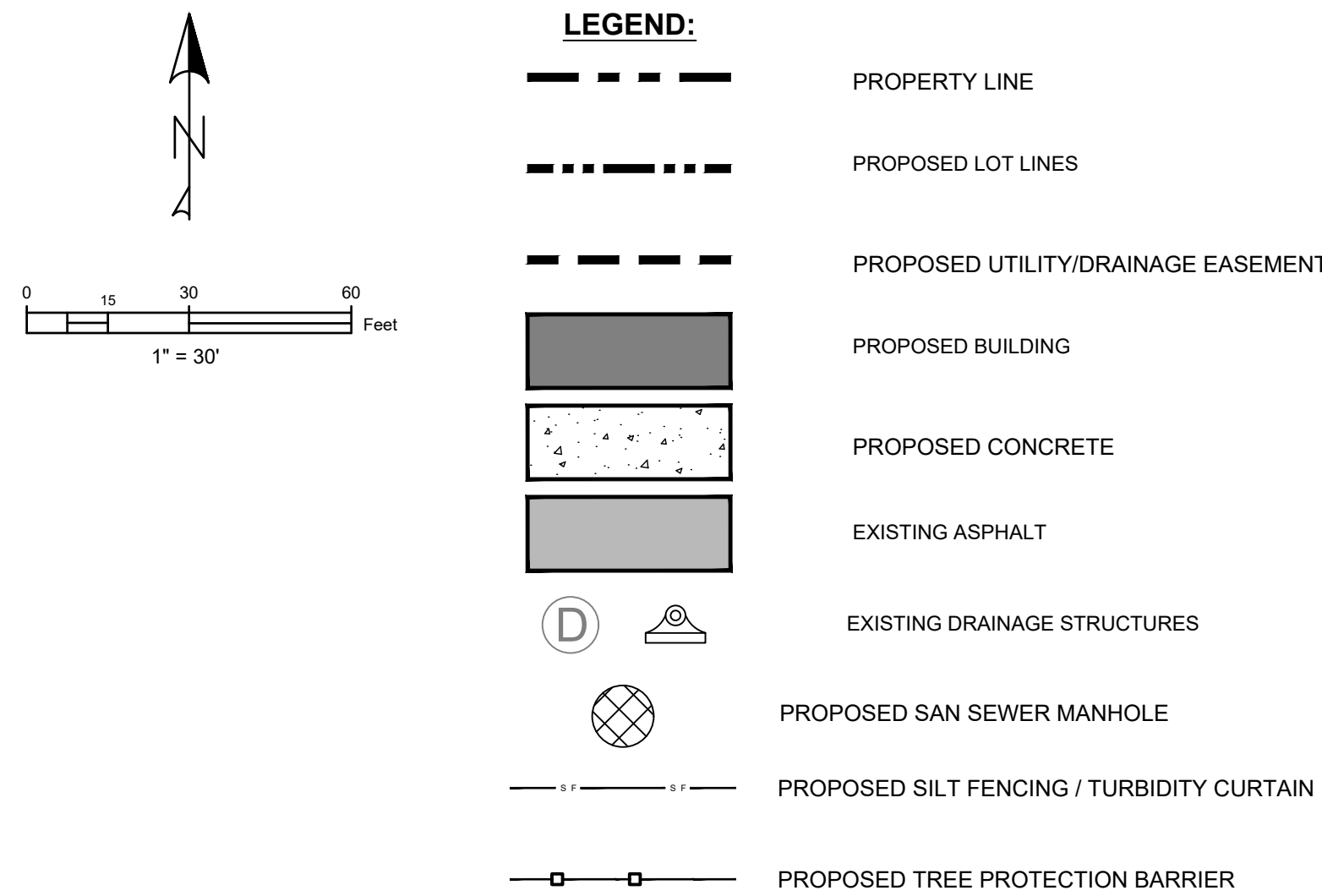
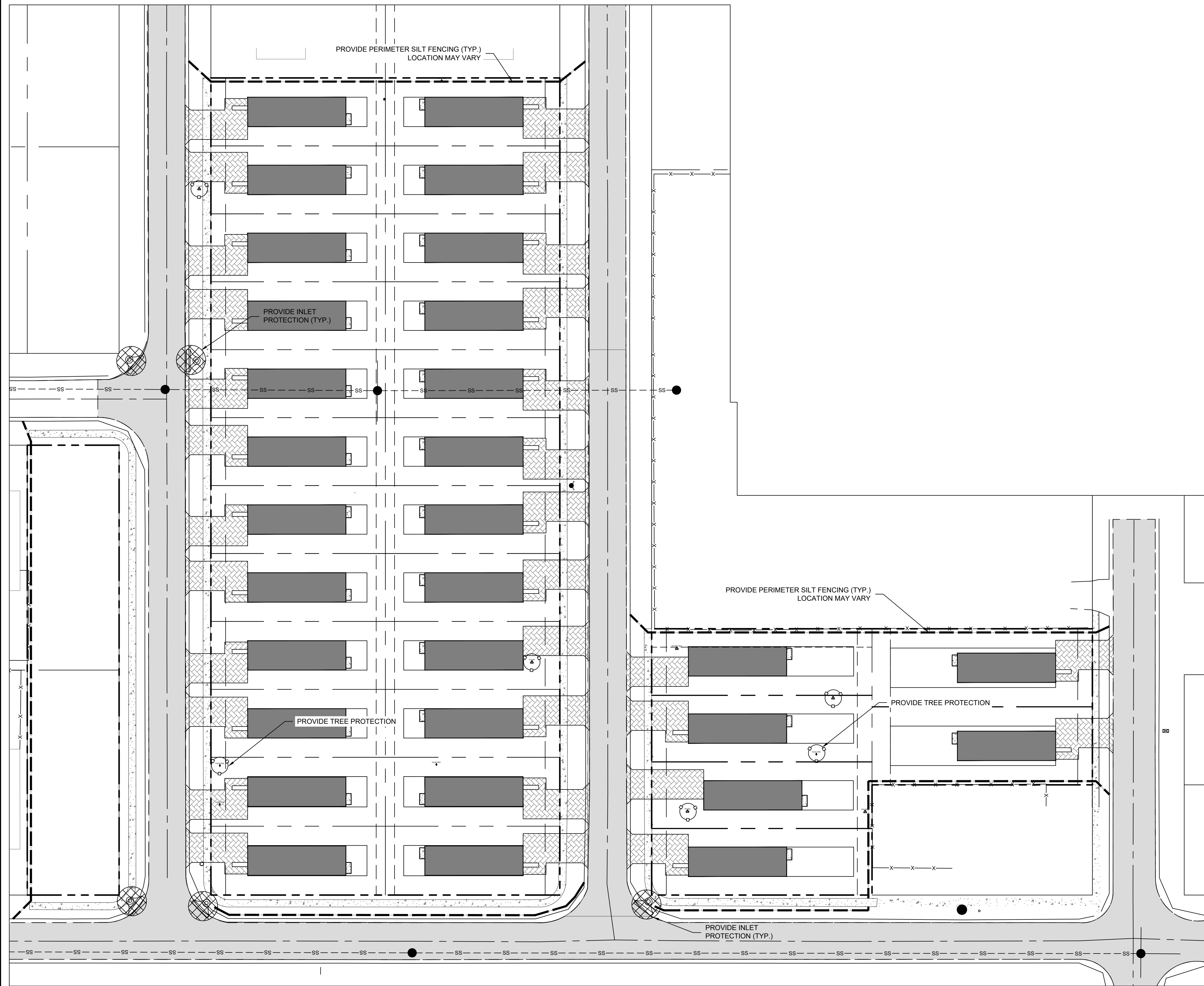
C-4



PROJ. NO.	25-1090
DATE	05-23-2025
SHEET NO.	
C-5	



COCOA SMALL HOMES 2805 49TH STREET VERO BEACH, FL 32967			
THIS SHEET		CHECKED BY	APPROVED BY
IRRIGATION PLAN		DRAWN BY DCC	SCALE: SEE SHEET
PROJ. NO.		25-1090	
DATE		05-23-2025	
SHEET NO.			
C-6			



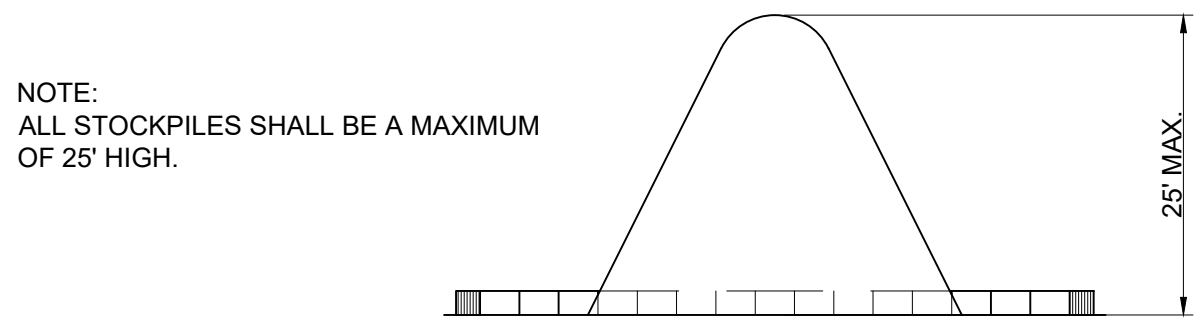
EROSION CONTROL NOTES

1. SEDIMENT BASINS AND TRAPS, PERIMETER DIKES, SEDIMENT BARRIERS AND OTHER MEASURES INTENDED TO PREVENT SEDIMENT SHALL BE CONSTRUCTED AS A FIRST STEP IN ANY LAND DISTURBING ACTIVITY AND SHALL BE PLACED FUNCTIONAL BEFORE UP-SLOPE LAND DISTURBANCE TAKES PLACE.
2. ALL SEDIMENT CONTROL MEASURES ARE TO BE ADJUSTED TO MEET FIELD CONDITIONS AT THE TIME OF CONSTRUCTION AND BE CONSTRUCTED PRIOR TO ANY GRADING OR DISTURBANCE OF EXISTING SURFACE MATERIAL ON BALANCE OF SITE. PERIMETER SEDIMENT BARRIERS SHALL BE CONSTRUCTED TO PREVENT SEDIMENT OR TRASH FROM FLOWING OR FLOATING ON TO ADJACENT PROPERTIES.
3. PERMANENT OR TEMPORARY SOIL STABILIZATION SHALL BE APPLIED TO DENUDED AREAS WITHIN SEVEN (7) DAYS AFTER FINAL GRADE IS REACHED ON ANY PORTION OF THE SITE. TEMPORARY SOIL STABILIZATION SHALL BE APPLIED WITHIN SEVEN (7) DAYS TO DENUDED AREAS THAT MAY NOT BE AT FINAL GRADE BUT WILL REMAIN UNDISTURBED FOR LONGER THAN 30 DAYS. PERMANENT STABILIZATION SHALL BE APPLIED TO AREAS THAT ARE TO BE LEFT UNDISTURBED FOR MORE THAN ONE YEAR.
4. DURING CONSTRUCTION OF THE PROJECT, SOIL STOCK PILES SHALL BE STABILIZED, COVERED OR CONTAINED WITH SEDIMENT TRAPPING MEASURES. THE APPLICANT IS RESPONSIBLE FOR THE TEMPORARY PROTECTION AND PERMANENT STABILIZATION OF ALL SOIL STOCKPILES ON SITE AS WELL AS SOIL INTENTIONALLY TRANSPORTED FROM THE PROJECT SITE.
5. A PERMANENT VEGETATIVE COVER SHALL BE ESTABLISHED ON DENUDED AREAS NOT OTHERWISE PERMANENTLY STABILIZED.
6. AFTER ANY SIGNIFICANT RAINFALL, SEDIMENT CONTROL STRUCTURES WILL BE INSPECTED FOR INTEGRITY. ANY DAMAGED DEVICES SHALL BE CORRECTED IMMEDIATELY.
7. CONCENTRATED RUNOFF SHALL NOT FLOW DOWN CUT OR FILL SLOPES UNLESS CONTAINED WITHIN AN ADEQUATE TEMPORARY OR PERMANENT CHANNEL, FLUME, SLOPE DRAIN STRUCTURE OR APPROVED CONTROL.
8. SEDIMENT WILL BE PREVENTED FROM ENTERING ANY STORM WATER SYSTEM, DITCH OR CHANNEL. ALL STORM WATER INLETS THAT ARE MADE OPERABLE DURING CONSTRUCTION SHALL BE PROTECTED SO THAT SEDIMENT-LADEN WATER CANNOT ENTER THE CONVEYANCE SYSTEM WITHOUT FIRST BEING FILTERED OR OTHERWISE TREATED TO REMOVE SEDIMENT.
9. WHEN WORK IN A LIVE WATERCOURSE IS PERFORMED, PRECAUTIONS SHALL BE TAKEN TO MINIMIZE ENCROACHMENT, CONTROL SEDIMENT TRANSPORT AND STABILIZE THE WORK AREA TO THE GREATEST EXTENT POSSIBLE DURING CONSTRUCTION.
10. PERIODIC INSPECTION AND MAINTENANCE OF ALL SEDIMENT CONTROL STRUCTURES MUST BE PROVIDED TO ENSURE INTENDED PURPOSE IS ACCOMPLISHED. THE DEVELOPER, OWNER AND/OR CONTRACTOR SHALL BE CONTINUALLY RESPONSIBLE FOR ALL SEDIMENT CONTROLS. SEDIMENT CONTROL MEASURES SHALL BE IN WORKING CONDITION AT THE END OF EACH WORKING DAY.
11. WHERE CONSTRUCTION VEHICLE ACCESS ROUTES INTERSECT PAVED PUBLIC ROADS, PROVISIONS SHALL BE MADE TO MINIMIZE THE TRANSPORT OF SEDIMENT BY TRACKING ONTO THE PAVED SURFACE. WHERE SEDIMENT IS TRANSPORTED ONTO A PUBLIC ROAD SURFACE WITH CURBS AND GUTTERS, THE ROAD SHALL BE CLEANED THOROUGHLY AT THE END OF EACH DAY. SEDIMENT SHALL BE REMOVED FROM THE ROADS BY SHOVELING OR SWEEPING AND TRANSPORTED TO A SEDIMENT CONTROL DISPOSAL AREA. STREET WASHING SHALL BE ALLOWED ONLY AFTER SEDIMENT IS REMOVED IN THIS MANNER. THIS PROVISION SHALL APPLY TO INDIVIDUAL SUBDIVISION LOTS AS WELL AS TO LARGER LAND DISTURBING ACTIVITIES.
12. ALL TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES SHALL BE REMOVED WITHIN 30 DAYS AFTER FINAL SITE STABILIZATION OR AFTER THE TEMPORARY MEASURES ARE NO LONGER NEEDED.
13. PROPERTIES AND WATERWAYS DOWNSTREAM FROM CONSTRUCTION SITES SHALL BE PROTECTED FROM SEDIMENT DEPOSITION AND EROSION AT ALL TIMES DURING CONSTRUCTION.
14. EROSION CONTROL DESIGN AND CONSTRUCTION SHALL FOLLOW THE REQUIREMENTS IN INDEX NUMBERS 101, 102 AND 103 OF F.D.O.T. ROADWAY AND TRAFFIC DESIGN STANDARDS AND COUNTY PERMITS.
15. CONTRACTOR IS RESPONSIBLE FOR ALL SURFACE WATER DISCHARGES, RAINFALL RUN OFF OR DEWATERING ACTIVITIES.
16. CONTRACTOR MUST INCORPORATE ALL BMP'S NECESSARY TO MEET OR EXCEED STATE WATER QUALITY AND SWPPP REQUIREMENTS.
17. THE POLLUTION PREVENTION PLAN IS A MINIMUM GUIDELINE ONLY. ADDITIONAL BMP'S MAY BE NECESSARY AT CONTRACTOR'S EXPENSE.
18. NOI TO BE POSTED ON SITE.
19. DEWATERING ACTIVITIES:
 - A - DISCHARGE MUST NOT EXCEED STATE WATER QUALITY STANDARDS.
 - B - CONTRACTOR MUST HAVE A TRANSFERABLE SRWMD CONSUMPTIVE USE PERMIT KNOWN AS A "NOTICED GENERAL PERMIT FOR SHORT TERM CONSTRUCTION DE-WATERING".
 - C - NO HYDRAULIC PUMPS MAY BE USED FOR DEWATERING UNLESS APPROVED BY THE WATER MANAGEMENT DISTRICT FOR THAT AREA.
 - D - NO TURBID DISCHARGE. TURBIDITY READINGS ARE REQUIRED ONCE A WEEK AND MUST BE REPORTED TO THE PROJECT ENGINEER.

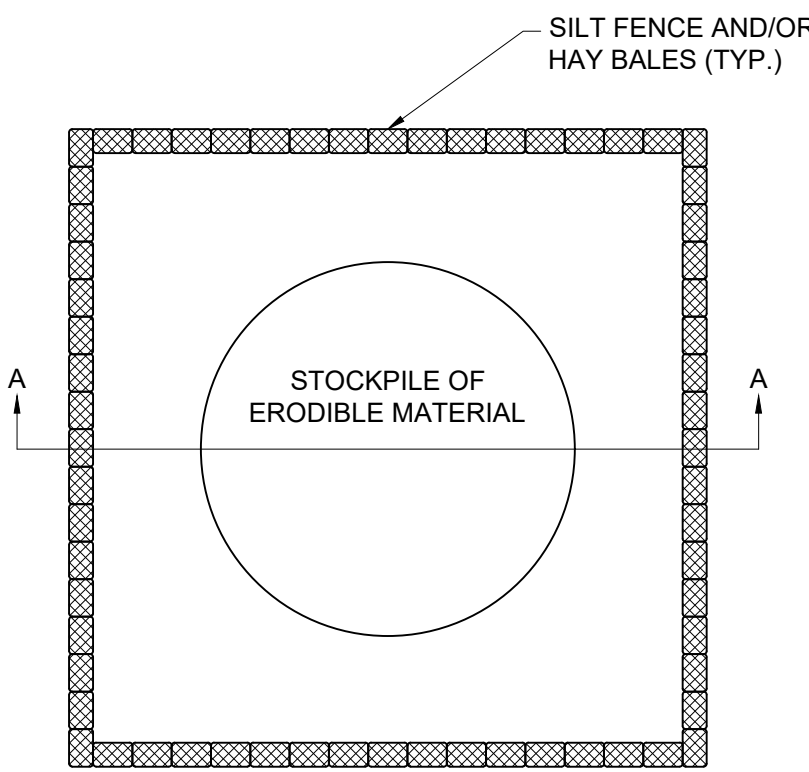
COCOA SMALL HOMES 2605 49TH STREET VERO BEACH, FL 32967		STORMWATER POLLUTION PREVENTION PLAN	
THIS SHEET STORMWATER POLLUTION PREVENTION PLAN		SCALE SEE SHEET	
PROJ. NO.	25-1090	APPROVED BY	
DATE	05-23-2025	CHECKED BY	
SHEET NO.		DRAWN BY	DCC

EROSION CONTROL NOTES

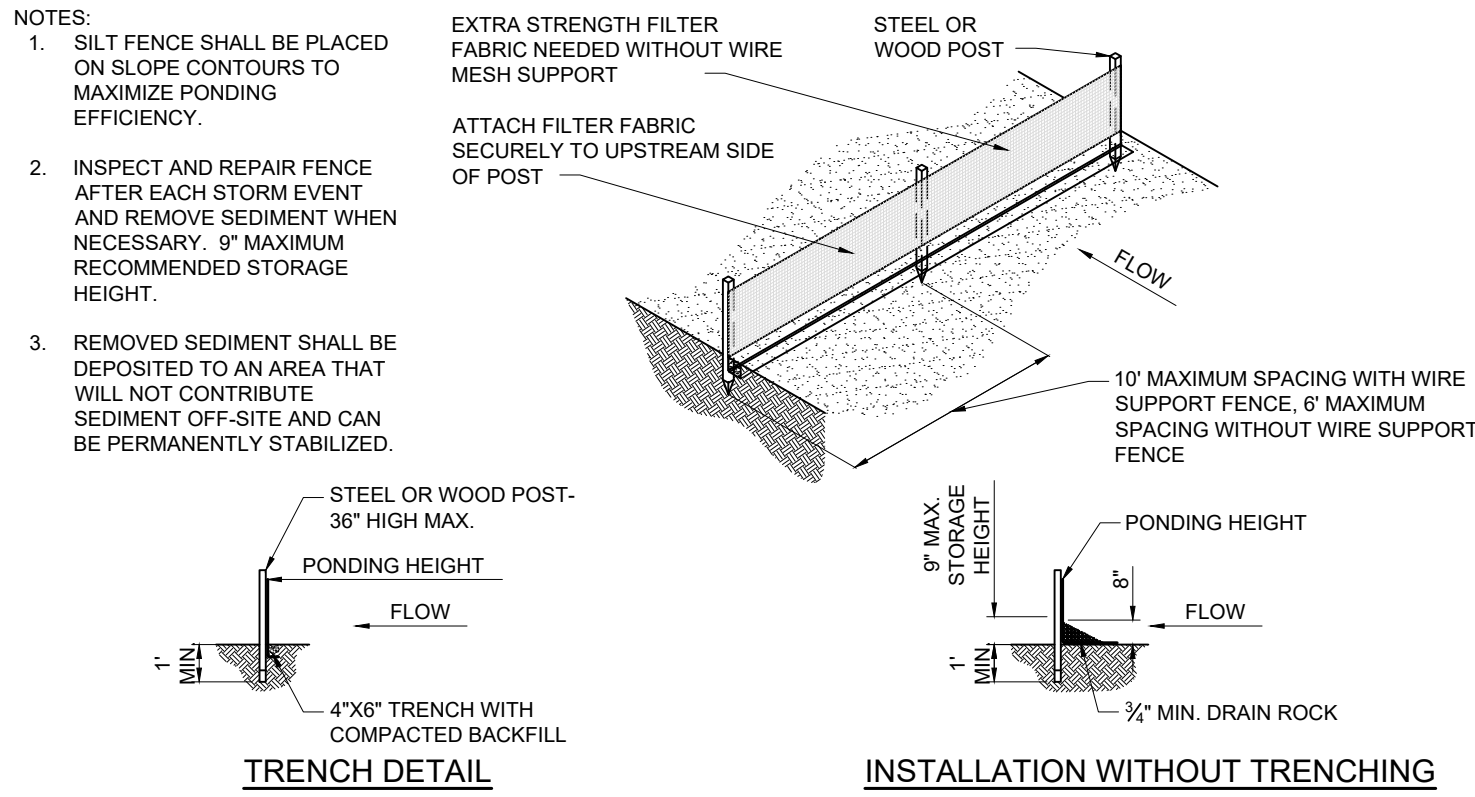
1. SEDIMENT BASINS AND TRAPS, PERIMETER DIKES, SEDIMENT BARRIERS AND OTHER MEASURES INTENDED TO TRAP SEDIMENT SHALL BE CONSTRUCTED AS A FIRST STEP IN ANY LAND DISTURBING ACTIVITY AND SHALL BE MADE FUNCTIONAL BEFORE UP-SLOPE LAND DISTURBANCE TAKES PLACE.
2. ALL SEDIMENT CONTROL MEASURES ARE TO BE ADJUSTED TO MEET FIELD CONDITIONS AT THE TIME OF CONSTRUCTION AND BE CONSTRUCTED PRIOR TO ANY GRADING OR DISTURBANCE OF EXISTING SURFACE MATERIAL ON BALANCE OF SITE. PERIMETER SEDIMENT BARRIERS SHALL BE CONSTRUCTED TO PREVENT SEDIMENT OR TRASH FROM FLOWING OR FLOATING ON TO ADJACENT PROPERTIES.
3. PERMANENT OR TEMPORARY SOIL STABILIZATION SHALL BE APPLIED TO DENUDED AREAS WITHIN SEVEN (7) DAYS AFTER FINAL GRADE IS REACHED ON ANY PORTION OF THE SITE. TEMPORARY SOIL STABILIZATION SHALL BE APPLIED WITHIN SEVEN (7) DAYS TO DENUDED AREAS THAT MAY NOT BE AT FINAL GRADE BUT WILL REMAIN UNDISTURBED FOR LONGER THAN 30 DAYS. PERMANENT STABILIZATION SHALL BE APPLIED TO AREAS THAT ARE TO BE LEFT UNDISTURBED FOR MORE THAN ONE YEAR.
4. DURING CONSTRUCTION OF THE PROJECT, SOIL STOCK PILES SHALL BE STABILIZED, COVERED OR CONTAINED WITH SEDIMENT TRAPPING MEASURES. THE APPLICANT IS RESPONSIBLE FOR THE TEMPORARY PROTECTION AND PERMANENT STABILIZATION OF ALL SOIL STOCKPILES ON SITE AS WELL AS SOIL INTENTIONALLY TRANSPORTED FROM THE PROJECT SITE.
5. A PERMANENT VEGETATIVE COVER SHALL BE ESTABLISHED ON DENUDED AREAS NOT OTHERWISE PERMANENTLY STABILIZED.
6. AFTER ANY SIGNIFICANT RAINFALL, SEDIMENT CONTROL STRUCTURES WILL BE INSPECTED FOR INTEGRITY. ANY DAMAGED DEVICES SHALL BE CORRECTED IMMEDIATELY.
7. CONCENTRATED RUNOFF SHALL NOT FLOW DOWN CUT OR FILL SLOPES UNLESS CONTAINED WITHIN AN ADEQUATE TEMPORARY OR PERMANENT CHANNEL, FLUME, SLOPE DRAIN STRUCTURE OR APPROVED CONTROL.
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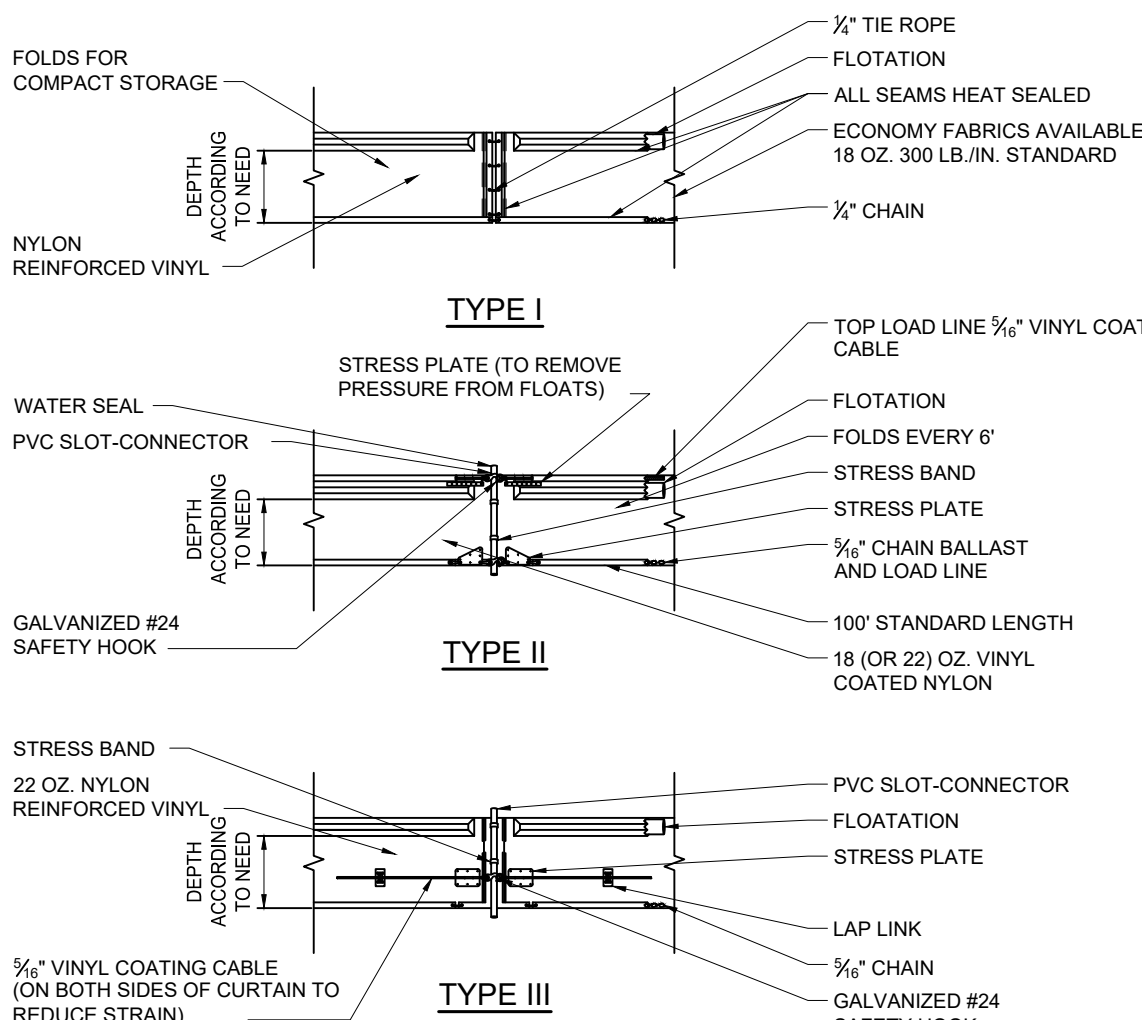
SECTION A-A



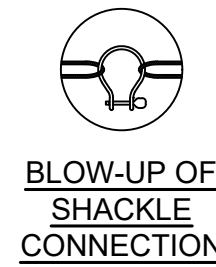
SEDIMENT CONTROL DETAIL FOR STOCKPILING OF ERODIBLE MATERIAL-N.T.S.



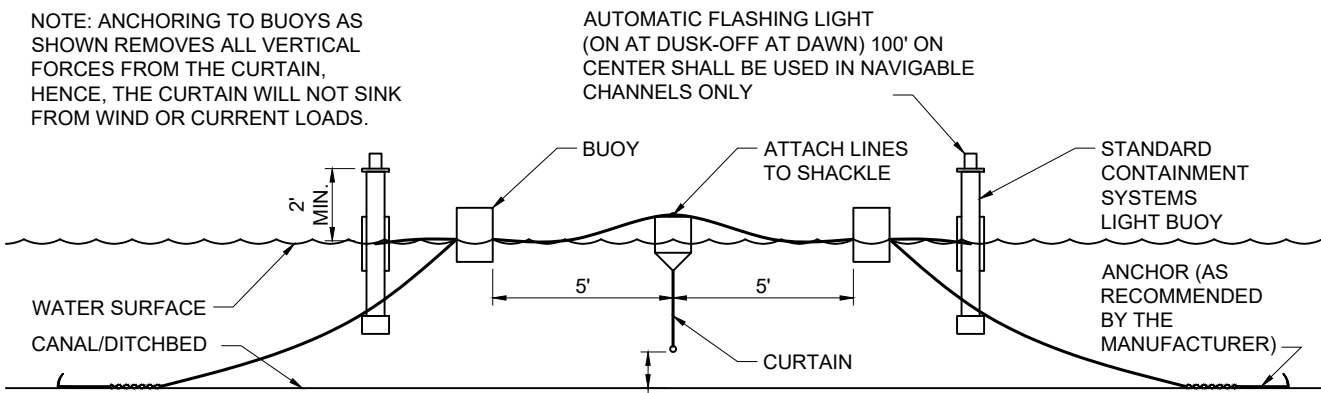
TYPE IV SILT FENCE-N.T.S.



TYPE 3 DOT IS SIMILAR TO TYPE 2 EXCEPT THAT POLYPROPYLENE FILTER FABRIC IS PERMANENTLY INSERTED INTO THE BARRIER SKIRT TO MEET SOME STATE'S SPECIFICATIONS.



BLOW-UP OF SHACKLE CONNECTION



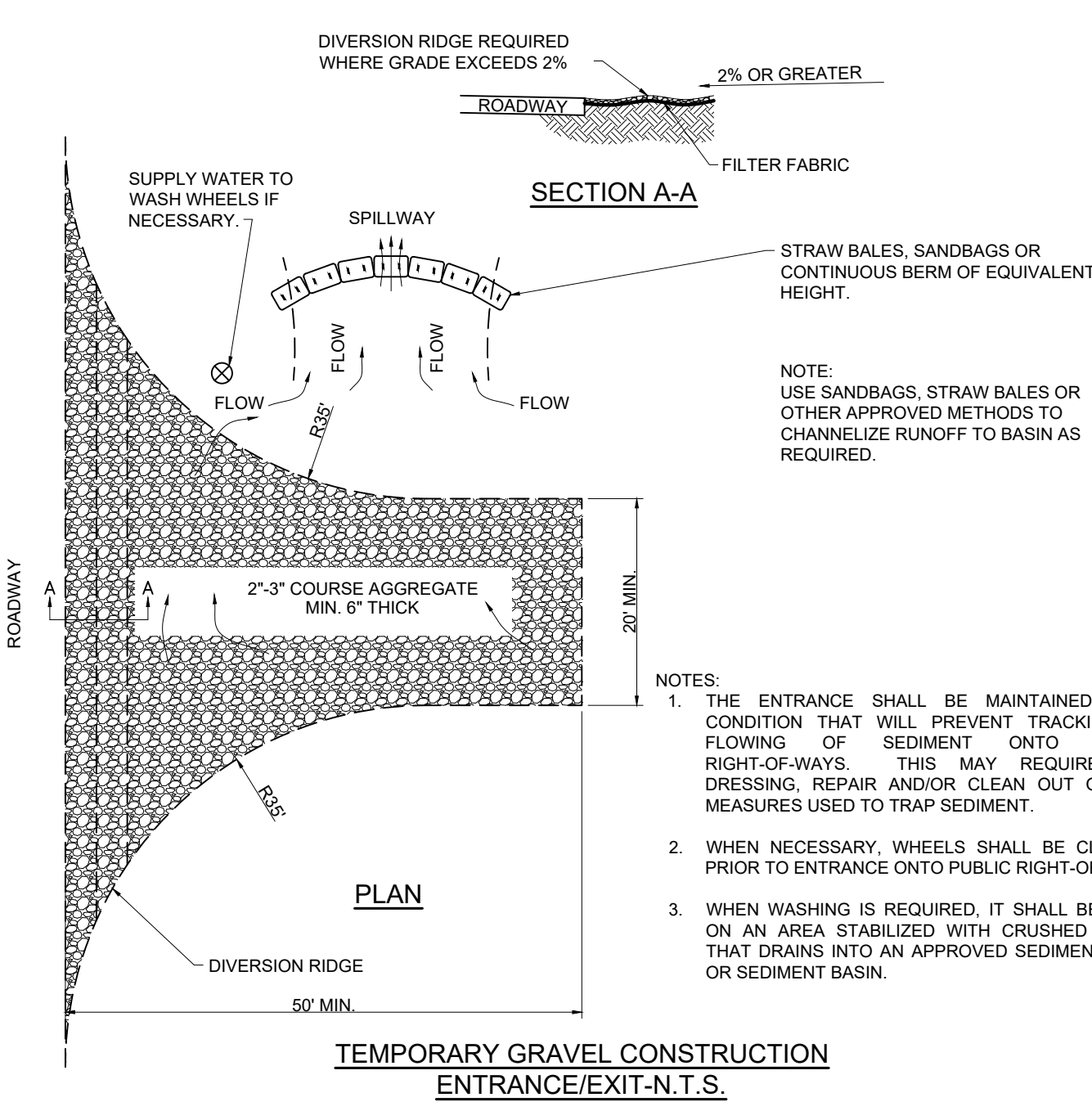
ORIENTATION WHEN INSTALLED (TIDAL SITUATION-TYPE III)-N.T.S.

POLY WHATTLES OR GEOHAY CURB INLET FILTER-N.T.S.

PROPERTIES	TEST METHOD	UNITS
GRAB TENSILE STRENGTH	ASTM D-4832	300 LBS.
GRAB TENSILE ELONGATION	ASTM D-4832	20%
PUNCTURE	ASTM D-4833	130 LBS.
MULLEN BURST	ASTM D-3786	800 P.F.I.
TRAPEZOID TEAR	ASTM D-4833	150 LBS.
UV RESISTANCE	ASTM D-4355	60%
APPEARANT OPENING SIZE	ASTM D-4751	45 US SEIVE
FLOW RATE	ASTM D-4491	45 GAL. MIN./SQ. FT.
PERMEABILITY	ASTM D-4861	1.0 SEC./FT.

PROPERTIES	TEST METHOD	UNITS
GRAB TENSILE STRENGTH	ASTM D-4832	265 LBS.
GRAB TENSILE ELONGATION	ASTM D-4832	20%
PUNCTURE	ASTM D-4833	135 LBS.
MULLEN BURST	ASTM D-3786	400 P.F.I.
TRAPEZOID TEAR	ASTM D-4833	45 LBS.
UV RESISTANCE	ASTM D-4355	60%
APPEARANT OPENING SIZE	ASTM D-4751	20 US SEIVE
FLOW RATE	ASTM D-4491	200 GAL. MIN./SQ. FT.
PERMEABILITY	ASTM D-4861	1.5 SEC./FT.

SOCK-PIPE OR ROCK BAG INLET FILTER-N.T.S.

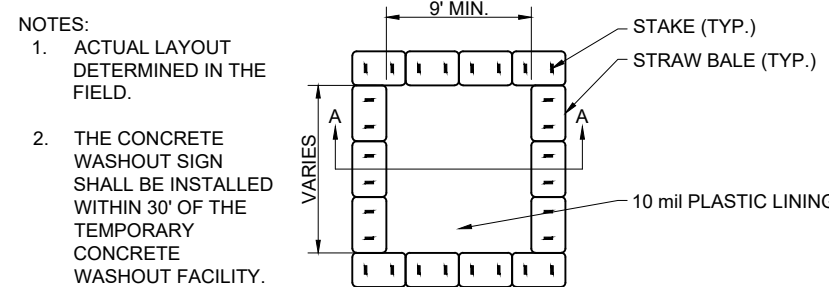
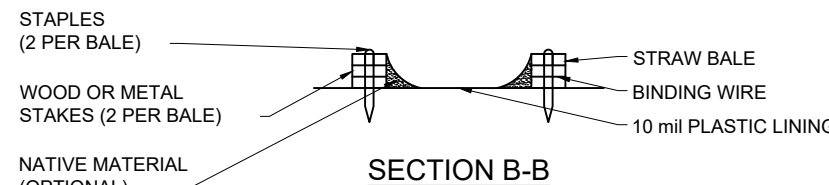


- NOTES:
1. ALL TREES RETAINED ON A SITE SHALL BE PROTECTIVELY BARRICADED BEFORE AND DURING CONSTRUCTION ACTIVITIES.
 2. UNDERGROUND UTILITY LINES SHALL BE ROUTED AROUND EXISTING TREES TO THE OUTSIDE OF THE DRIPLINE WHERE ABLE.
 3. INSTALLATION OF FENCES AND WALLS SHALL TAKE INTO CONSIDERATION THE ROOT SYSTEMS OF EXISTING TREES.
 4. FENCE/BARRICADE SHALL BE INSTALLED AT PERIMETER OF ALL TREES OR GROUP OF TREES TO BE PRESERVED. FENCE SHALL BE MAINTAINED DURING CONSTRUCTION.
 5. DO NOT PARK HEAVY EQUIPMENT ON TREE ROOTS. DO NOT ADD FILL 4" TO 6" AROUND TREE. ALL WORK WITHIN THE CRZ MUST BE DONE BY HAND.
 6. TREES 10' OR LESS REQUIRE A MINIMUM PROTECTION DISTANCE OF 5' FROM BASE OF TRUNK.
 7. TREES 10' OR MORE REQUIRE A MINIMUM PROTECTION DISTANCE OF 10' FROM BASE OF TRUNK.

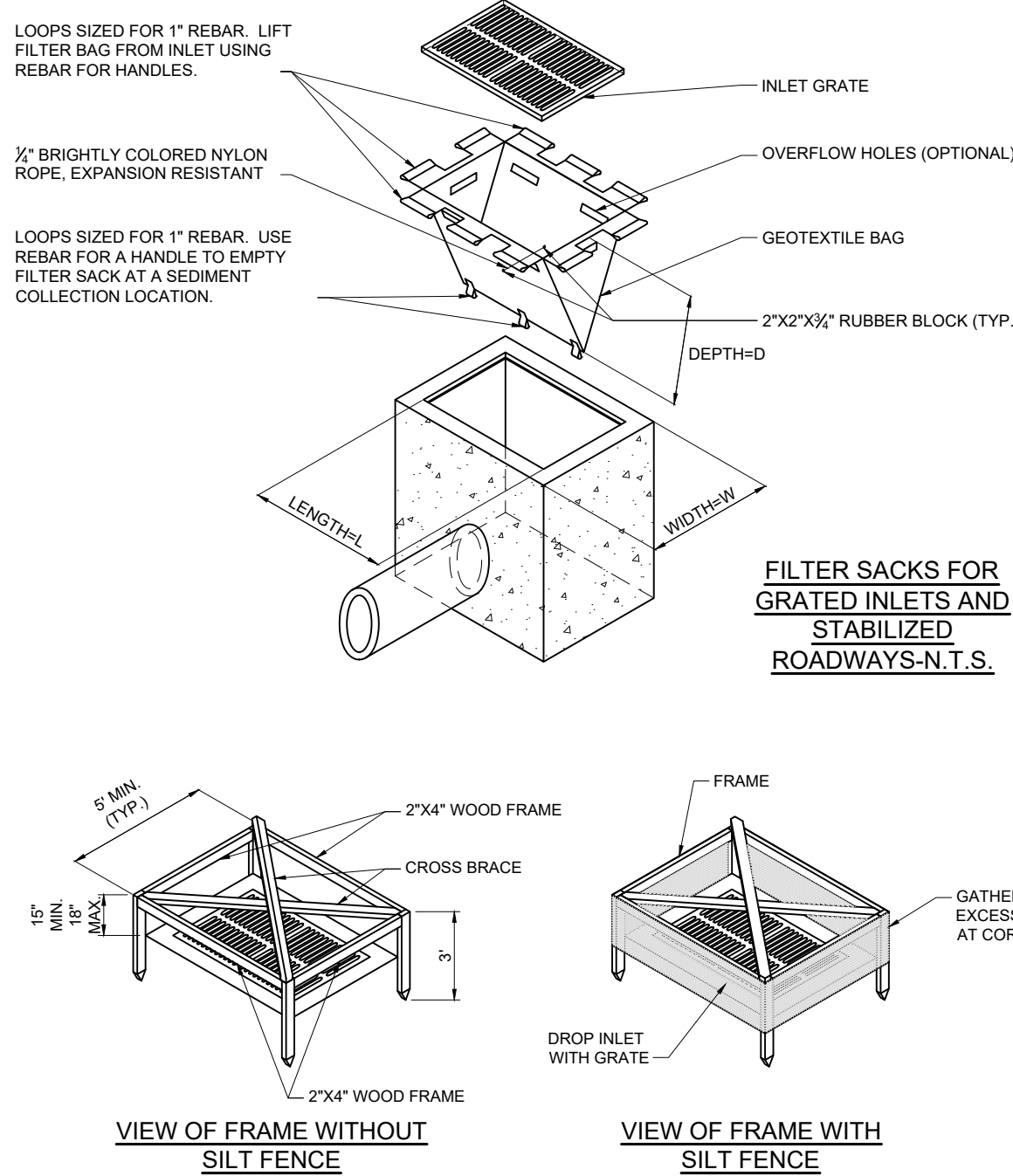
PROTECTIVE FENCING FOR TREES-N.T.S.

ELEVATION

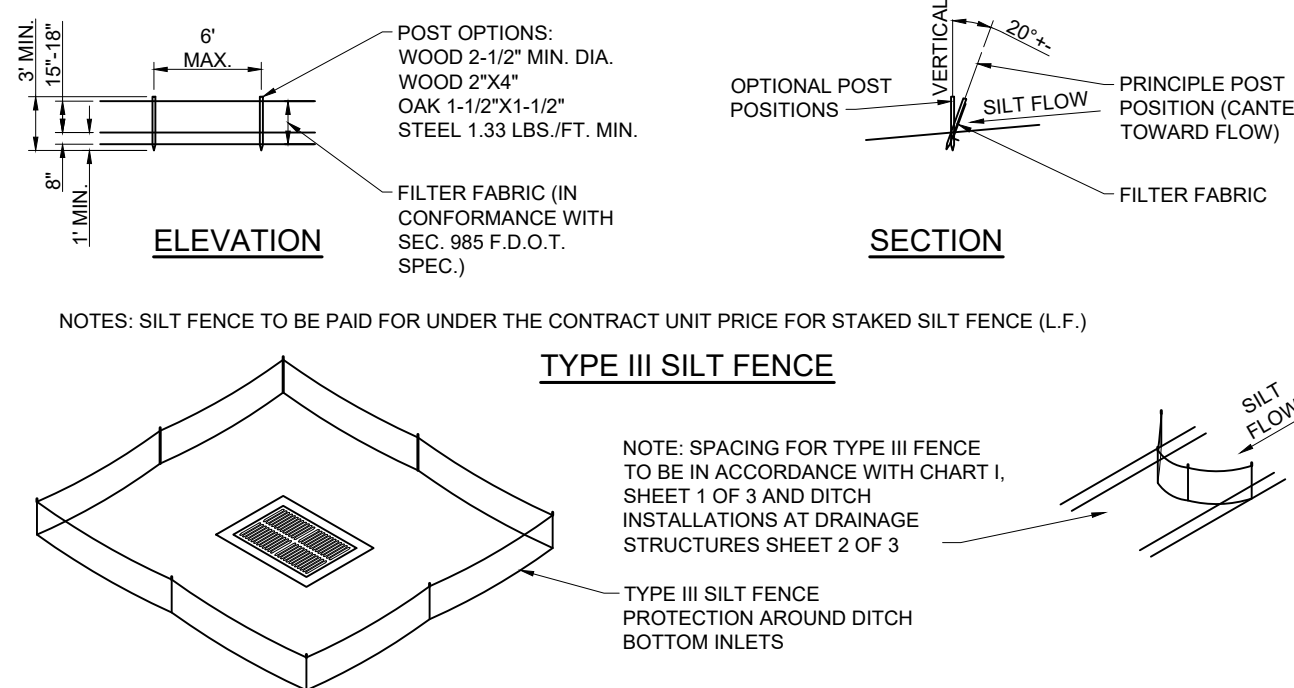
PLAN



CONCRETE & STUCCO WASTE MANAGEMENT-N.T.S.



SILT FENCE INLET PROTECTION-N.T.S.



DO NOT DEPLOY IN A MANNER THAT SILT FENCES WILL ACT AS A DAM ACROSS PERMANENT FLOWING WATERCOURSES. SILT FENCES ARE TO BE USED AT UPLAND LOCATIONS AND TURBIDITY BARRIERS USED AT PERMANENT BODIES OF WATER.

SILT FENCE APPLICATIONS-N.T.S.

Mills, Short & Associates
Civil & Structural Engineering
Land Planning & Landscape Architecture

James Mills

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PROFESSIONAL ENGINEER
No. 74145
STATE OF FLORIDA

COMMENTS
DATE
ISSUE

APPROVED BY
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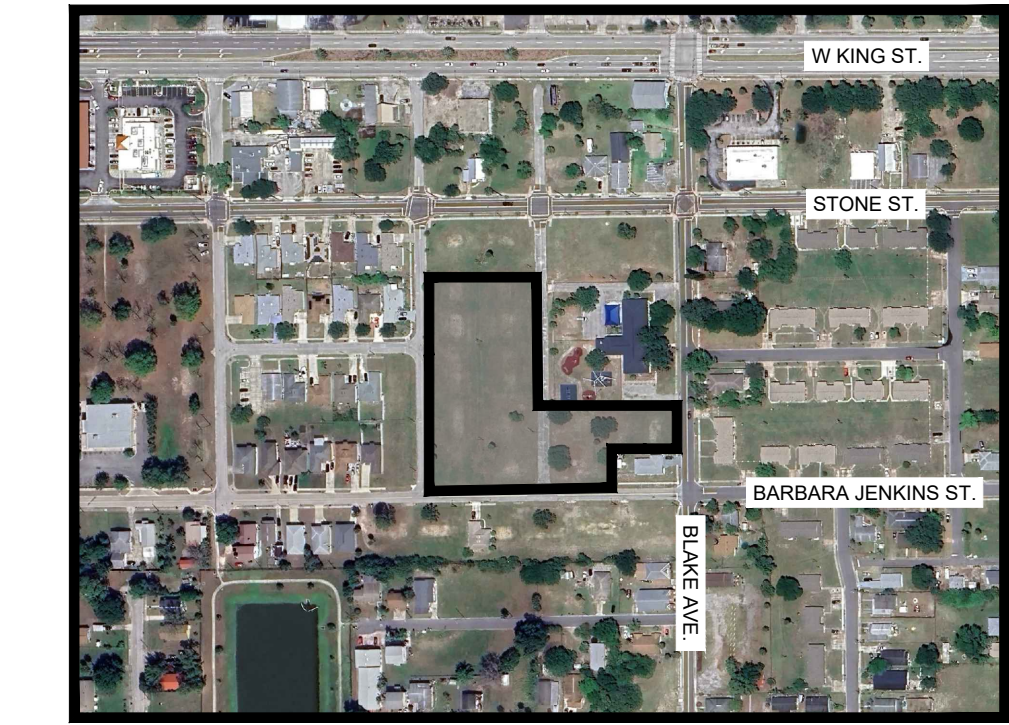
SCALE:
SEE SHEET

COCOA SMALL HOMES
2605 49TH STREET
VERO BEACH, FL 32967

PROJ. NO. 25-1090
DATE 05-23-2025
SHEET NO.

C-8

Page 771 of 969



- LEGEND:**
- PROPERTY LINE
 - PROPOSED LOT LINES
 - PROPOSED UTILITY/DRAINAGE EASEMENT
 - PROPOSED BUILDING
 - PROPOSED BUILDING SETBACK
 - PROPOSED PROJECT LIMIT/BOUNDARY
 - PROPOSED SIDEWALK
 - PROPOSED DRIVEWAY
 - EXISTING ASPHALT

C-9

COCOA SMALL HOMES
2605 49TH STREET
VERO BEACH, FL 32967
THIS SHEET
AUTOTURN PLAN
DRAWN BY
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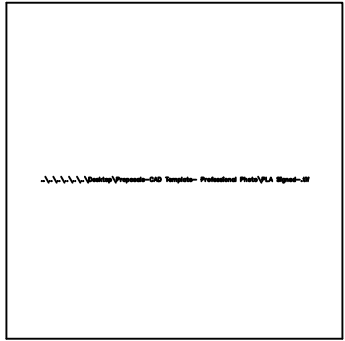
PROJ. NO. 25-1090
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Mills, Short & Associates

Civil & Structural Engineering
Land Planning & Landscape Architecture

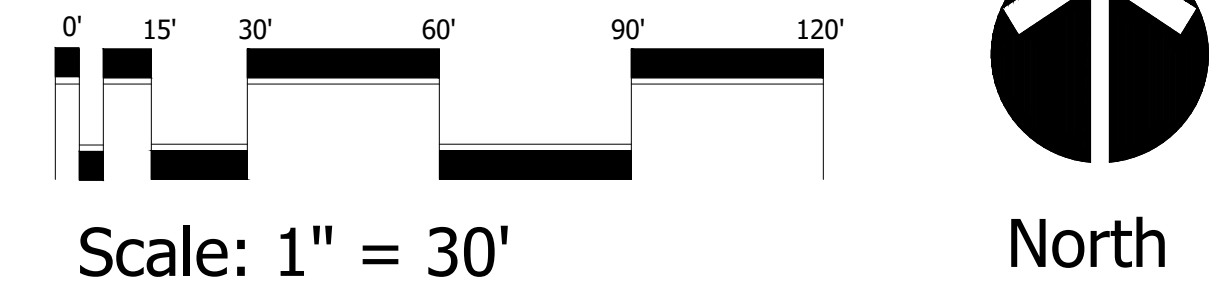
Vero Beach Office
700 22nd Place, Suite 2C/2D
Vero Beach, Florida 32960

Mills, Short & Associates

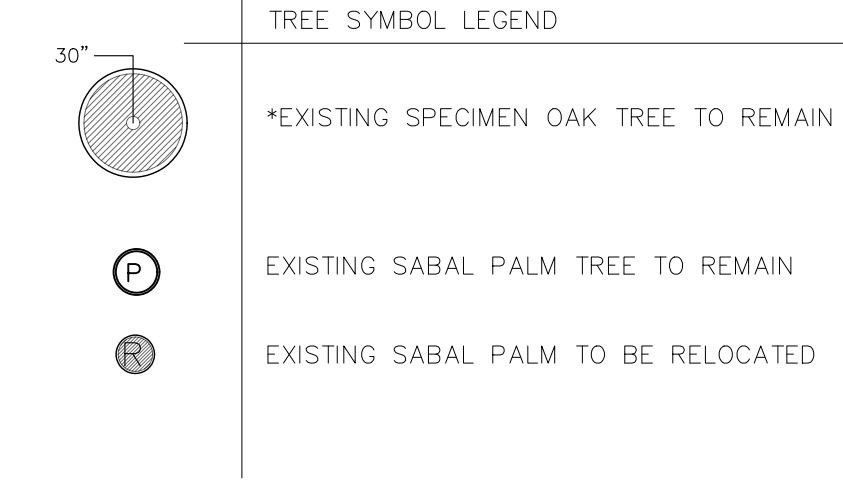
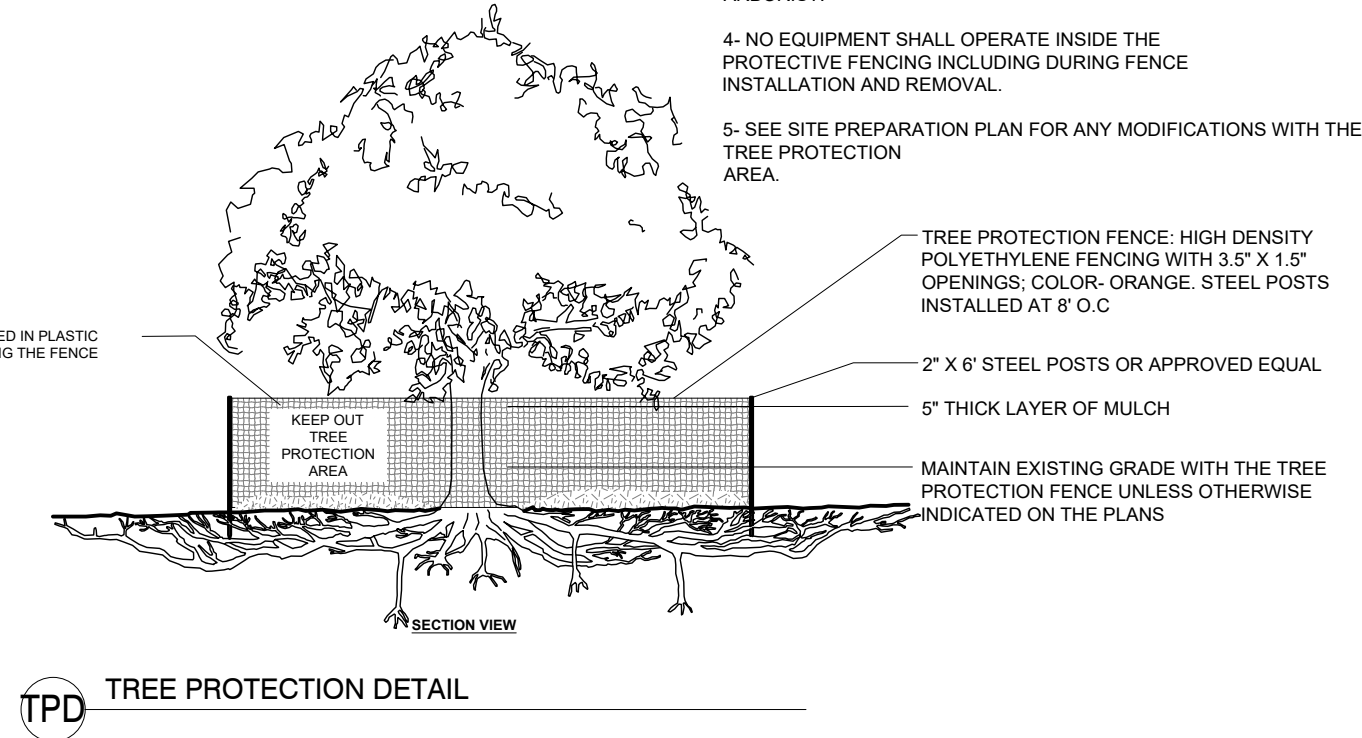
Civil & Structural Engineering
Land Planning & Landscape Architecture



TREE DISPOSITION PLAN



TREE PRESERVATION REQUIREMENTS	
EXISTING TREE	PROPOSED DISPOSITION
(1) 22" DBH OAK (VIRGINIANA)	REMAIN IN PLACE
(2) 32" DBH OAK (VIRGINIANA)	REMAIN IN PLACE
(3) 38" DBH OAK (VIRGINIANA)	REMAIN IN PLACE
(4) 32" DBH OAK (VIRGINIANA)	REMAIN IN PLACE
(5) SABAL PALMETTO	REMAIN IN PLACE
(6) SABAL PALMETTO	REMAIN IN PLACE
(7) SABAL PALMETTO	REMAIN IN PLACE
(8) SABAL PALMETTO	REMAIN IN PLACE
(9) SABAL PALMETTO	RELOCATED ON-SITE



- NOTES:
- SEE SPECIFICATIONS FOR ADDITIONAL TREE PROTECTION REQUIREMENTS.
 - IF THERE IS NO EXISTING IRRIGATION, SEE SPECIFICATIONS FOR WATERING REQUIREMENTS.
 - NO PRUNING SHALL BE PERFORMED EXCEPT BY APPROVED ARBORIST.
 - NO EQUIPMENT SHALL OPERATE INSIDE THE PROTECTIVE FENCING INCLUDING DURING FENCE INSTALLATION AND REMOVAL.
 - SEE SITE PREPARATION PLAN FOR ANY MODIFICATIONS WITH THE TREE PROTECTION AREA.

LENNAR AT COCOA
COLLEGE PARK SUBDIVISION
CITY OF COCOA, FLORIDA

THIS SHEET
TREE DISPOSITION PLAN
DRAWN BY
DTS

PROJ. NO. 25-1090
DATE 10-07-25
SHEET NO.

TD-1

ISSUE DATE COMMENTS

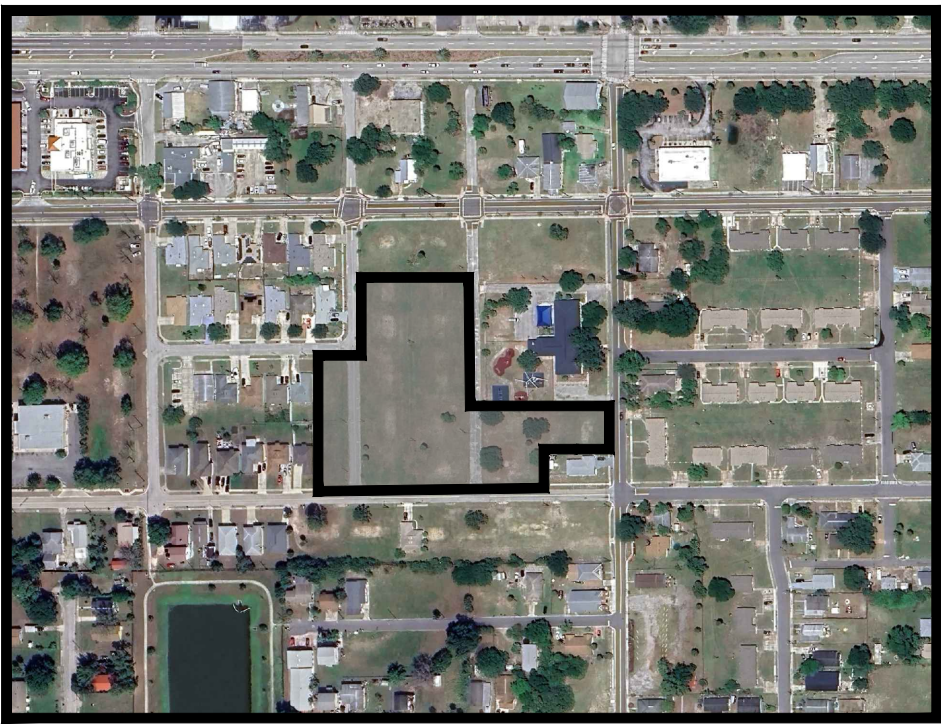
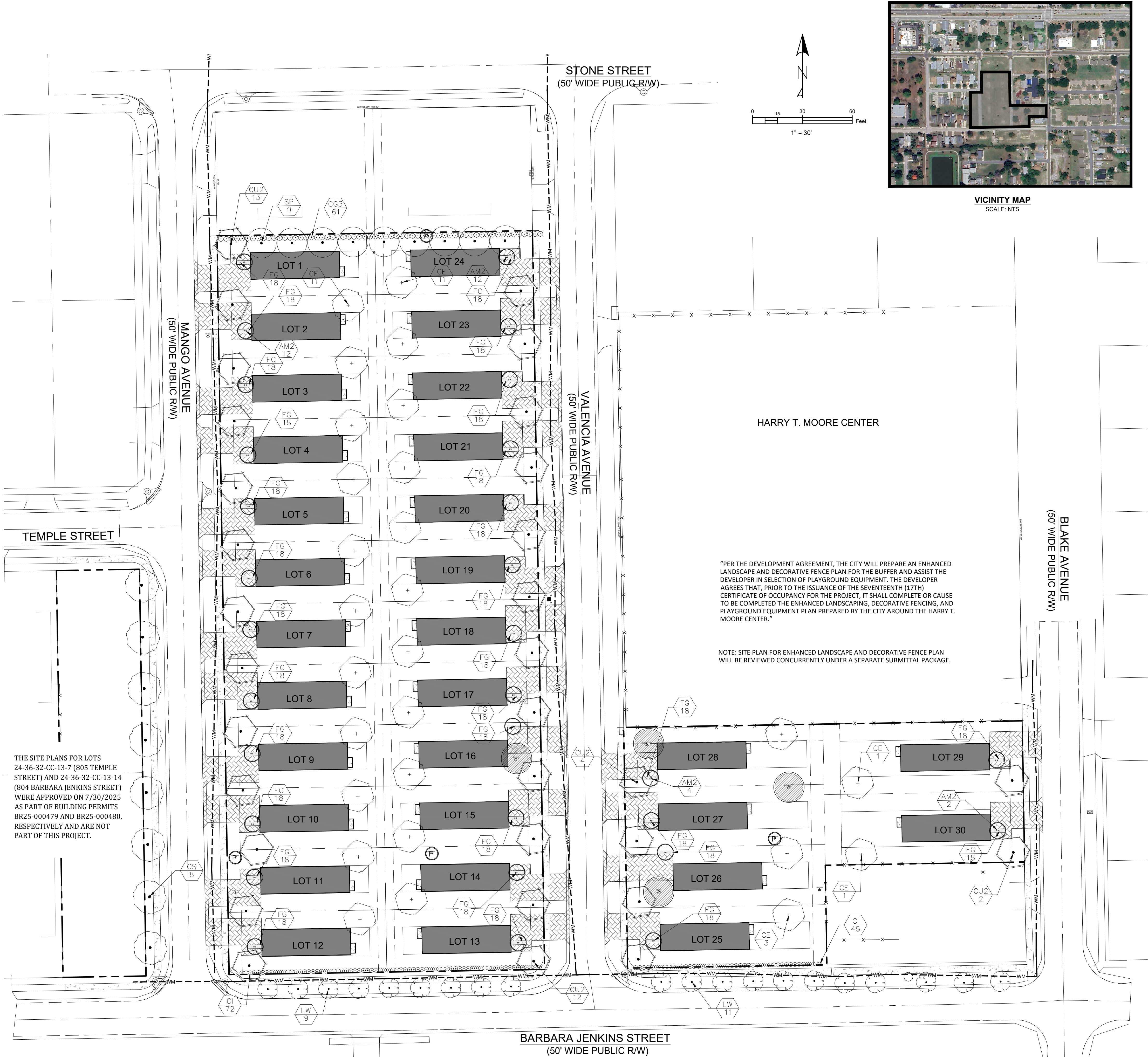
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VICINITY MAP
SCALE: NTS

LANDSCAPE COMPLIANCE NOTES FOR RESIDENTIAL SUBDIVISION - CITY OF COCOA, FLORIDA

GENERAL STATEMENT OF COMPLIANCE

THIS LANDSCAPE PLAN COMPLIES WITH THE REQUIREMENTS OF THE CITY OF COCOA LAND DEVELOPMENT CODE, INCLUDING SEC. 22 "LANDSCAPE REQUIREMENTS" AND SEC. 2.5-41 "LANDSCAPING," AS ADOPTED BY ORDINANCE NOS. 20-2023 AND 18-2024.

MINIMUM TREE PLANTING REQUIREMENTS

EACH SINGLE-FAMILY LOT UNDER 7,500 SQ. FT. SHALL INCLUDE A MINIMUM OF 2 TREES, EACH: 8 FEET TALL AT INSTALLATION
3-INCH DBH (DIAMETER AT BREAST HEIGHT)
MINIMUM 2-FOOT CROWN SPREAD
FOR LOTS OVER 7,500 SQ. FT., ADD 1 ADDITIONAL TREE PER 4,000 SQ. FT. (OR FRACTION THEREOF) OVER THE BASE 7,500 SQ. FT.
PALM TREES MAY BE COUNTED IF THEY HAVE A MINIMUM 6-FOOT CLEAR TRUNK, BUT MAY NOT EXCEED 35% OF TOTAL REQUIRED TREES.

TREE AND PLANT MATERIAL SPECIFICATIONS

CANOPY TREES: MUST REACH 15 FT HEIGHT AND CROWN SPREAD AT MATURITY; PLANTED TREES MUST BE AT LEAST 6 FT TALL AT INSTALLATION.
SHRUBS: MINIMUM 2 FT HEIGHT AT PLANTING; WHEN USED FOR SCREENING, SHALL FORM A CONTINUOUS HEDGE WITHIN 2 YEARS.
GROUNDCOVERS & VINES: INSTALLED WITH MULCH TO PROVIDE COMPLETE GROUND COVERAGE AND FINISHED APPEARANCE.
SOD: ALL LAWN AREAS TO BE FULLY SODDED UNLESS OTHERWISE APPROVED. SWALES OR EROSION-PRONE AREAS MUST USE SOLID SOD.

IRRIGATION AND MAINTENANCE

ALL LANDSCAPED AREAS SHALL BE IRRIGATED VIA AN AUTOMATIC IRRIGATION SYSTEM OR HAVE ACCESS TO WATER WITHIN 100 FEET.
MAINTENANCE IS THE RESPONSIBILITY OF THE PROPERTY OWNER OR HOA AND INCLUDES: REGULAR WATERING, PRUNING, PEST CONTROL.
REPLACEMENT OF ANY DEAD OR DAMAGED PLANT MATERIAL WITHIN 90 DAYS
KEEPING ALL AREAS FREE OF REFUSE AND DEBRIS

VISIBILITY AND SAFETY AT INTERSECTIONS

LANDSCAPING AT ACCESS POINTS MUST NOT OBSTRUCT VISIBILITY.
NO HEDGE OR PLANTING AT INTERSECTIONS OR DRIVEWAY ENTRANCES MAY EXCEED 4 FEET IN HEIGHT.

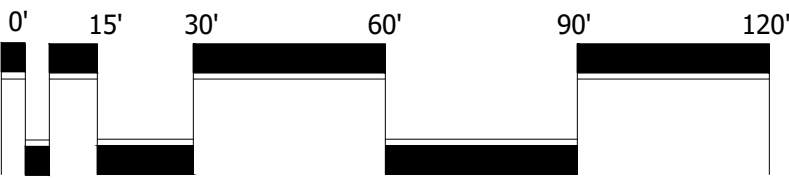
LANDSCAPE PLAN INFORMATION

THIS LANDSCAPE PLAN INCLUDES:
SPECIES, QUANTITIES, SIZES, AND LOCATIONS OF ALL TREES AND PLANTINGS
BUFFER DIMENSIONS AND PLANTING DETAILS
COMPLIANCE WITH MINIMUM LOT-BY-LOT TREE PLANTING REQUIREMENTS

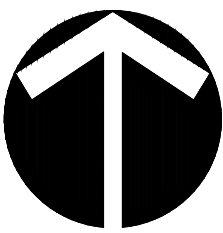
PLANT SCHEDULE

SYMBOL	CODE	BOTANICAL / COMMON NAME
TREES		
	CU2	COCCOLOBA UVIFERA / SEA GRAPE
	CE	CONOCARPUS ERECTUS / GREEN BUTTONWOOD
	CS	CONOCARPUS ERECTUS F. SERICEUS / SILVER BUTTONWOOD
	LW	LAGERSTROEMIA INDICA 'WATERMELON RED' / WATERMELON RED CRAPE MYRTLE
	SP	SABAL PALMETTO / CABBAGE PALMETTO
PALM TREES		
	AM2	ADONIDIA MERRILLII / CHRISTMAS PALM
SHRUBS		
	CI	CHRYSOBALANUS ICACO / COCO PLUM
	CG3	CLUSIA GUTTIFERA / CLUSIA GUTTIFERA
GROUND COVERS		
	FG	FICUS MICROCARPA 'GREEN ISLAND' / GREEN ISLAND FICUS
		EXISTING OAK TO REMAIN
		EXISTING PALM TO REMAIN

LANDSCAPE PLAN



Scale: 1" = 30'



North

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LANDSCAPE PLAN

ISSUE	DATE	COMMENTS

LENNAR AT COCOA

COLLEGE PARK SUBDIVISION

CITY OF COCOA, FLORIDA

THIS SHEET

LANDSCAPE PLAN

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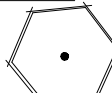
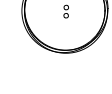
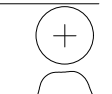
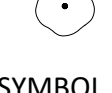
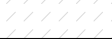
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SCALE:
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PROJ. NO.	25-1090
DATE	10-07-25
SHEET NO.	

LP-1

PLANT SCHEDULE

SYMBOL	CODE	BOTANICAL / COMMON NAME	CONTAINER	SIZE	ORIGIN	GRADE AND STANDARDS	QTY	DETAIL	REMARKS
TREES									
	CU2	COCCOLOBA UVIFERA / SEA GRAPE	45 GAL.	3" DBH, 12' HT', 4.5' SPD.	NATIVE	FLORIDA #1	31		4.5' C.T., STANDARD, STRONG CENTRAL LEADER
	CE	CONOCARPUS ERECTUS / GREEN BUTTONWOOD	45 GAL.	3" DBH, 12' HT', 4.5' SPD.	NATIVE	FLORIDA #1	27		STANDARD, STRONG CENTRAL LEADER
	CS	CONOCARPUS ERECTUS F. SERICEUS / SILVER BUTTONWOOD	45 GAL.	3" DBH, 12' HT', 4.5' SPD.	NATIVE	FLORIDA #1	8		
	LW	LAGERSTROEMIA INDICA 'WATERMELON RED' / WATERMELON RED CRAPE MYRTLE	45 GAL.	3" DBH, 12' HT', 4.5' SPD.	NON-NATIVE	FLORIDA #1	20		
	SP	SABAL PALMETTO / CABBAGE PALMETTO	FIELD GROWN	12' C.T.	NATIVE	FLORIDA #1	9		MATCHED HEIGHTS
PALM TREES									
	AM2	ADONIDIA MERRILLII / CHRISTMAS PALM	45 GAL.	3' GREY WOOD	NON-NATIVE	FLORIDA #1	30		MATCHED TRUNKS
SHRUBS									
	CI	CHRYSOBALANUS ICACO / COCO PLUM	30" HT X 24" SPR		Y		117		FULL, 30" OC
	CG3	CLUSIA GUTTIFERA / CLUSIA GUTTIFERA	7 GAL, 3' HT. 2.5' SPD. FULL AND THICK				61		
GROUND COVERS									
	FG	FICUS MICROCARPA 'GREEN ISLAND' / GREEN ISLAND FICUS	3 GAL.	12" HT., 10" SPD.	NON-NATIVE	FLORIDA #1	540		

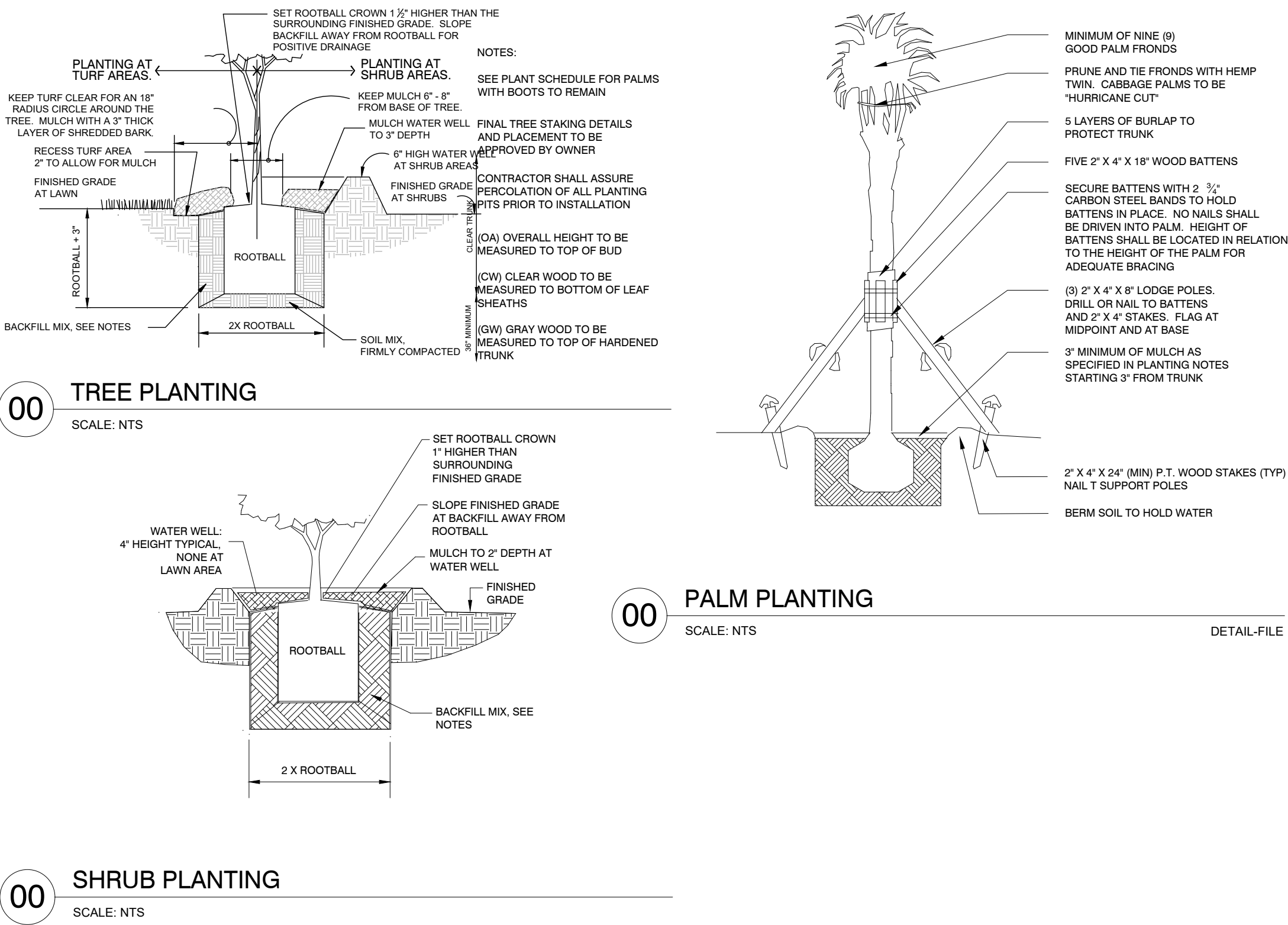
SOD: ALL AREAS DISTURBED BY CONSTRUCTION SHALL BE SODDED WITH BAHIA PASPALUM
MULCH: MULCH ALL PLANT BEDS AND TREE RINGS WITH EUCALYPTUS MULCH

DIAMETER AT BREAST HEIGHT (DBH) WILL BE MEASURED AT 4.5 FEET ABOVE GRADE.

LANDSCAPE INSTALLATION AND MAINTENANCE NOTES

1. SITE CONDITIONS CONTRACTOR SHALL FAMILIARIZE HIMSELF/HERSELF WITH EXISTING SITE CONDITIONS PRIOR TO BIDDING AND INITIATING PLANTING. ALL EXISTING SITE FURNISHINGS, PAVING, LANDSCAPE, TREES AND OTHER ELEMENTS TO REMAIN SHALL BE PROTECTED FROM ANY DAMAGE. ALL INSTALLATION OF PLANT MATERIAL SHALL COMPLY WITH APPLICABLE JURISDICTIONAL CODES. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL PERMITS ASSOCIATED WITH THIS WORK. CONTRACTOR TO REPAIR ALL DAMAGE DONE TO PROPERTY DURING DEMOLITION, RELOCATION AND/OR INSTALLATION ACTIVITIES AS THEIR SOLE EXPENSE.
2. FIELD CONDITIONS THE CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS AND LOCATION OF PROPOSED IMPROVEMENTS PRIOR TO INITIATING ANY CONSTRUCTION. REPORT ANY DISCREPANCIES OR CONFLICTS BETWEEN THE CONSTRUCTION DRAWINGS AND FIELD CONDITIONS TO THE LANDSCAPE ARCHITECT IMMEDIATELY. SEE CIVIL ENGINEERING DRAWINGS FOR GENERAL GRADING OF THE SITE, INCLUDING FINISH GRADES FOR PARKING LOTS, ROADWAYS, SIDEWALKS AND PLANTING AREAS. ALL GRADES, DIMENSIONS AND EXISTING CONDITIONS SHALL BE VERIFIED BY THE CONTRACTOR ON-SITE BEFORE CONSTRUCTION AND/OR FABRICATION BEGINS. ANY DISCREPANCIES BETWEEN THE CONSTRUCTION DRAWINGS AND THE FIELD CONDITIONS SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT. MAINTAIN A MINIMUM OF 5 FEET HORIZONTAL SEPARATION BETWEEN ALL TREE AND SHRUB ROOT BALLS FROM ALL MAINTAINED UTILITIES.
3. COORDINATION WITH OTHER TRADES THE WORK SHALL BE COORDINATED WITH OTHER TRADES, INCLUDING IRRIGATION AND ELECTRICAL TO PREVENT CONFLICTS. CARE SHALL BE TAKEN TO AVOID BURIED AND OVERHEAD UTILITIES. CONTRACTOR RESPONSIBLE FOR KNOWING ALL UTILITY LOCATIONS.
4. SOIL PREPARATION ALL SOILS TO BE TILLED TO A DEPTH OF 12 INCHES MINIMUM. REMOVE STONES MEASURING OVER 1 1/2 INCHES IN ANY DIMENSION. REMOVE STICKS, RUBBISH, LIMEROCK AND OTHER EXTRANEIOUS MATTER. THE CONTRACTOR SHALL PROVIDE AN APPROVED PLANTING SOIL MIXTURE FOR ALL PLANT MATERIAL. SEE LANDSCAPE INSTALLATION DETAILS FOR SOIL MIXTURE RECIPE.
- TOPSOIL SHALL BE NATURAL, FERTILE, FINE LOAMY SOIL POSSESSING CHARACTERISTICS OF REPRESENTATIVE TOPSOIL IN THE VICINITY THAT PRODUCES GROWTH. TOPSOIL SHALL HAVE A PH RANGE OF 5.5 TO 7.4, FREE FROM SUBSOIL, OBJECTIONABLE WEEDS, LITTER, STIFF CLAY, STONES LARGER THAN ONE INCH DIAMETER, STUMPS, ROOTS, TRASH, TOXIC SUBSTANCES OR ANY OTHER DELETERIOUS MATERIAL WHICH MAY BE HARMFUL TO PLANT GROWTH OR HINDER PLANTING OPERATIONS. TOPSOIL SHALL CONTAIN A MINIMUM OF THREE PERCENT ORGANIC MATERIAL.
5. ROADWAY & PARKING PLANTING AREA(S) EXCAVATION PARKING AREA LANDSCAPE ISLANDS SHALL BE EXCAVATED OF ALL ROADWAY BASE MATERIAL (MINIMUM DEPTH OF 24 INCHES) AND BACK FILLED WITH APPROVED PLANTING SOIL MIX. SUPER LOAM PLANTING MIX (80% TOPSOIL PLANTING MIX, 20% COMPOST). APPLICATION: USE 'SAND SIZE' AT A RATE OF 1 CUBIC FOOT PER 20 SQUARE FEET OF PLANTING AREA.
6. NO PLANT SUBSTITUTIONS ALLOWED. NO PLANT SUBSTITUTIONS WILL BE ACCEPTED WITHOUT WRITTEN APPROVAL BY THE LANDSCAPE ARCHITECT.
7. PRIOR TO PLANTING INSTALLATION, THE CONTRACTOR SHALL CONFIRM THE AVAILABILITY OF ALL THE SPECIFIED PLANT MATERIALS AND MAKE ARRANGEMENTS WITH THE LANDSCAPE ARCHITECT TO REVIEW PLANT MATERIAL.
8. THE CONTRACTOR IS RESPONSIBLE FOR ERADICATING WEEDS AND GRASS WITHIN THE LIMITS OF THE PLANTING AREAS PRIOR TO BEGINNING LANDSCAPE INSTALLATION. PERENNIAL WEEDS AND GRASSES TO BE REMOVED INCLUDE, BUT ARE NOT LIMITED TO, NUT GRASS, PUNCTURE VINE, MORNING GLORY, TORPEDO GRASS, BERMUDA GRASS, BAHIA GRASS, CRAB GRASS AND OTHER NOXIOUS AND/OR INVASIVE WEEDS. THE SITE IS TO BE MAINTAINED WEED FREE THROUGHOUT PLANTING OPERATIONS.
9. IRRIGATION MUST BE INSTALLED BEFORE PLANTS ARE PLANTED. PLANT PLANTS FLUSH WITH FINISHED GRADE SOIL. BACK FILL WITH SOIL IN 12 INCH LAYERS. WATER IN AND COMPACT EACH LAYER TO ELIMINATE AIR VOIDS. IMMEDIATELY APPLY AT LEAST 2 INCHES OF WATER. AFTER PLANTING, REMOVE EXCESS SOIL AND RAKE PLANT BEDS TO A SMOOTH EVEN SURFACE. AT THE PLANTING BED EDGES, TAPER SOIL GRADE DOWN TO A LEVEL BELOW THE TOP OF THE ADJACENT STRUCTURE OR LAWN TO ALLOW FOR A 3 INCH LAYER OF MULCH.
10. ALL PLANTS AND PLANTING AREAS SHALL BE TOP DRESSED WITH 3 INCHES OF MULCH. ALL TREES SHALL HAVE A 3 INCH THICK, 36 INCH RADIUS (FROM THE TRUNK) MULCH RING PLACED AROUND THE BASE OF THE TRUNK. PERENNIALS AND GROUNDCOVER 1 1/2 INCHES MULCH.
11. PLANT TREES WITH THE ROOTBALL FLUSH WITH THE FINISHED GRADE SOIL. DO NOT PLACE SOIL OR MULCH ON TOP OF THE ROOTBALL. BEFORE PLANTING, EXPOSE THE ROOT FLARE OF EACH TREE. RESTORE GRADE AT BASE OF TRUNK TO ACTUAL ROOT FLARE ELEVATION. DO NOT MOUND MULCH OR SOIL AGAINST ROOT FLARE OF TRUNK; REMOVE WIRE BASKET AND BURLAP ON ALL SIDES OF ROOTBALL TO EXPOSE ROOTS TO SOIL.
12. IF TREES ARE DELIVERED IN METAL BASKETS, REMOVE THE TOP 2/3 OF THE METAL BASKETS AND BURLAP JUST PRIOR TO PLANTING.
13. BALLED AND BURLAP TREES SHOULD BE DUG AND PREPARED FOR SHIPMENT IN A MANNER THAT WILL NOT DAMAGE ROOTS, BRANCHES, SHAPE AND FUTURE DEVELOPMENT AFTER PLANTING. IN AS MUCH AS POSSIBLE, CONTRACTOR TO ENSURE THAT TREES SHOULD BE ROOT PRUNED A MINIMUM OF 30 DAYS PRIOR TO DIGGING AND HARDENED OFF AT THE NURSERY FOR A MINIMUM OF 30 DAYS PRIOR TO SHIPPING. IN ADDITIONAL TO ROOTBALL IRRIGATION, THE NURSERY SHOULD PROVIDE OVERHEAD MIST IRRIGATION FOR THE DURATION OF THIS PERIOD. THE PRODUCT RECEIVED ON SITE SHOULD HAVE A FIRM BALL WITH NATURAL SOILS. DRIED, CRACKED OR BROKEN ROOTBALLS WILL BE REJECTED. ROOTBALLS SHOULD BE SIZED AT A MINIMUM DIAMETER RATIO OF 12 INCHES OF ROOTBALL FOR EACH 1 INCH OF TREE CALIPER. ALL FIELD GROWN TREES MUST BE FROM A 'ROOTS PLUS' GROWERS NURSERY.
14. AFTER EXCAVATION OF TREE PLANTING PIT, PLACE TREE IN PIT AND BACK FILL WITH SOIL IN 12 INCH LAYERS. WATER IN AND COMPACT EACH LAYER TO ELIMINATE AIR VOIDS. IMMEDIATELY APPLY AT LEAST 8 INCHES OF WATER. AFTER PLANTING, REMOVE EXCESS SOIL AND RAKE PLANT BEDS TO A SMOOTH EVEN SURFACE. RAKE SMOOTH AND THEN CREATE A 4 INCH HEIGHT SOIL SAUCER APPROXIMATELY 3 FEET RADIAL TO THE TRUNK.
15. PRIOR TO PLANTING INSTALLATION, THE CONTRACTOR SHALL CONFIRM THE AVAILABILITY OF ALL THE SPECIFIED PLANT MATERIALS. SUBMIT DATED PHOTOGRAPHS OF TREE MATERIAL, PLANT MATERIAL AND SPECIMENS TO THE LANDSCAPE ARCHITECT FOR REVIEW. IF PLANT MATERIAL DOES NOT COMPLY WITH THE REQUIREMENTS AS SPECIFIED HEREIN, THE LANDSCAPE ARCHITECT AND OWNER'S REPRESENTATIVE RESERVES THE RIGHT TO REJECT SUCH PLANTS AND REQUIRE THE CONTRACTOR TO REPLACE REJECTED MATERIALS OR WORK AND CONTINUE SPECIFIED MAINTENANCE UNTIL RE-INSPECTED AND FOUND TO BE ACCEPTABLE.
16. PRE-INSTALLATION PLANT LAYOUT INSPECTION CONTRACTOR SHALL LAYOUT ALL PLANT MATERIAL PRIOR TO INITIATING INSTALLATION FOR THE REVIEW AND APPROVAL OF THE LANDSCAPE ARCHITECT. THE LOCATION OF ALL PLANT MATERIAL IS SUBJECT TO FIELD CHANGE. CONTRACTOR TO NOTIFY LANDSCAPE ARCHITECT A MINIMUM OF 5 WORKING DAYS TO SCHEDULE INSPECTION OF PLANT MATERIAL LAYOUT PRIOR TO PLANTING.
17. ALL PLANTS SHALL BE THOROUGHLY WATERED AT TIME OF PLANTING AND KEPT ADEQUATELY WATERED UNTIL TIME OF FINAL INSPECTION ACCEPTANCE. BEGIN WATER ESTABLISHMENT PERIOD IMMEDIATELY. PROVIDE SUFFICIENT QUANTITY OF WATER TO SATURATE THE SOIL 18 INCHES DEEP AND THROUGHOUT THE PLANTING BACKFILL AREA DURING THE CONTRACT MAINTENANCE PERIOD. LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL HAND WATERING AS REQUIRED UNTIL PLANT MATERIALS ARE WELL ESTABLISHED, TO SUPPLEMENT IRRIGATION WATERING AND RAINFALL, AND SHALL BE RESPONSIBLE FOR HAND WATERING IN ALL LANDSCAPE AREAS WHERE THE EXISTING OR PROPOSED IRRIGATION IS FOR WHATEVER REASON NOT OPERATING OR NOT OPERATING CORRECTLY.
18. UTILITY LOCATIONS THE CONTRACTOR SHALL REVIEW ARCHITECTURE/ENGINEERING PLANS TO BECOME THOROUGHLY FAMILIAR WITH SURFACE AND SUBSURFACE UTILITIES. LOCATION OF ALL UTILITIES AND BASE INFORMATION IS APPROXIMATE. CONTRACTOR SHALL NOTIFY ALL NECESSARY UTILITY COMPANIES 48 HOURS MINIMUM PRIOR TO DIGGING FOR VERIFICATION OF ALL UNDERGROUND UTILITIES, IRRIGATION AND ALL OTHER OBSTRUCTIONS AND COORDINATE WITH OWNER'S REPRESENTATIVE PRIOR TO INITIATING INSTALLATION. CONTRACTOR SHALL BE RESPONSIBLE TO REPAIR OR REPLACE ANY DAMAGE COMMITTED TO EXISTING ELEMENTS OR UTILITIES ABOVE OR BELOW GROUND TO ITS ORIGINAL CONDITION AND TO THE SATISFACTION OF THE OWNER'S REPRESENTATIVE.

19. SOIL TESTING THE CONTRACTOR SHALL BEAR ALL COSTS OF SOIL TESTING AND REQUIRED SOIL AMENDMENTS ASSOCIATED WITH THE WORK PRIOR TO COMMENCEMENT OF LANDSCAPE INSTALLATION. THE CONTRACTOR SHALL PROVIDE COMPLETE SOIL TESTS FOR AT LEAST THREE SEPARATE AREAS UNDISTURBED BY PREVIOUS WORK AND TWO AREAS DISTURBED AND/OR REFILLED. CONTACT LANDSCAPE ARCHITECT FOR SOIL TESTING LOCATIONS. CONTRACTOR SHALL ALERT LANDSCAPE ARCHITECT IF ANY UNUSUAL SOILS ARE DISCOVERED ON SITE. IF PH ADJUSTERS ARE NEEDED THE PREFERRED SUBSTANCES FOR ALTERATION ARE: LIME-COMMERCIAL GRADE GROUND OR HYDRATED LIMESTONE CONTAINING NOT LESS THAN 50% OF TOTAL OXIDES; ALUMINUM SULFATE - COMMERCIAL GRADE.
- IMPORTED TOPSOIL: THE MANUFACTURERS ANALYSIS AND/OR PRODUCT LITERATURE SHALL BE SUBMITTED TO LANDSCAPE ARCHITECT FOR APPROVAL PRIOR TO INSTALLATION.
- EXISTING TOPSOIL: FOLLOW TESTING PROCEDURES OUTLINES ABOVE TO ENSURE PH REQUIREMENTS, ORGANIC CONTENT AND PRESENCE OF OBJECTIONABLE MATERIAL ARE ALL NOTED.
20. ALL PLANTS THAT DO NOT CONFORM TO SPECIFICATIONS WILL BE REJECTED. ANY PLANTS IN SHOCK (WITH DEAD OR DYING LEAVES), HAVE ROOTS THAT ARE SEVERELY BOUND IN THE CONTAINER OR THAT ARE DEAD WILL BE REJECTED. CONTAINER GROWN PLANTS SHOULD HAVE SUFFICIENT ROOTS TO HOLD THE CONTAINER SOIL TOGETHER AFTER REMOVAL FROM THE CONTAINER.
21. MAINTAIN A MINIMUM OF 5 FEET HORIZONTAL SEPARATION BETWEEN ALL TREE AND SHRUB ROOTS AND ALL MAINTAINED UTILITIES.
22. UPON ARRIVAL, PLANTS SHALL BE PROTECTED AT THE SITE BY BEING THOROUGHLY WATERED AND PROPERLY MAINTAINED UNTIL PLANTED. ALL TREES SHALL BE INSTALLED WITHIN 72 HOURS OF DELIVERY.
23. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE STABILITY AND PLUMB CONDITION OF ALL TREES AND SHRUBS AND SHALL BE LEGALLY LIABLE FOR ANY DAMAGE CAUSED BY INSTABILITY OF ANY PLANT MATERIALS. STAKING OF TREES OR SHRUBS SHALL BE DONE IN ACCORDANCE WITH PLANS AND SPECIFICATIONS.
24. ALL TREES, SHRUBS, AND GROUNDCOVER SHALL BE PLANTED FLUSH WITH FINISHED GRADE.
25. TREES WITH GIRDLING ROOTS, BROKEN ROOTBALLS, WOUNDS, BARK INJURIES ON THE MAJOR TRUNKS, TIP DIE BACK OR IN SHOCK (WITH DEAD OR DYING LEAVES) WILL BE REJECTED.
26. THE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT A MINIMUM OF 7 DAYS IN ADVANCE OF THE PLANT MATERIAL DELIVERY TO THE SITE. THE LANDSCAPE ARCHITECT SHALL INSPECT THE PLANT MATERIAL BEFORE THE PLANTS AND TREES HAVE BEEN UNLOADED.
27. TREE CALIPER SIZES NOTED ARE MINIMUM. ALL CONTAINER SIZES NOTED ARE MINIMUM; INCREASE SIZE, IF NECESSARY, TO PROVIDE PLANT HEIGHT AND SPREAD PER SPECIFICATIONS.
28. EXISTING VEGETATION TO REMAIN ALL EXISTING VEGETATION TO REMAIN SHALL BE PROTECTED. ANY PLANT/TREE DAMAGE SHALL BE REPLACED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER. SEE TREE PROTECTION PLANS FOR DETAILS.
29. STAKING CONTRACTOR SHALL INSURE THAT ALL TREES ARE MAINTAINED STRAIGHT AND PLUMB. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PREVENT PLANTS AND TREES FROM FALLING OR BEING BLOWN OVER, TO RE-STRAIGHTEN AND REPLANT ALL PLANTS WHICH LEAN OR FALL AND TO REPLACE ALL PLANTS WHICH ARE DAMAGED DUE TO LACK OF GUYING OR STAKING. PLANTS BLOWN OVER BY HIGH WINDS UNDER 39 MPH SHALL NOT BE CAUSE FOR ADDITIONAL EXPENSE TO THE OWNER, BUT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. DAMAGED PLANTS SHALL BE REPLACED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER. PLANTS BLOWN OVER BY HIGH WINDS DUE TO A TROPICAL STORM (39-73 MPH) OR A HURRICANE (74 MPH AND HIGHER) PER THE NATIONAL WEATHER SERVICE, THE CONTRACTOR SHALL NOT BE RESPONSIBLE AND THE OWNER SHALL PAY THE CONTRACTOR TO RE-GUY THE PLANTS.
30. CONTRACTOR SHALL FIELD ADJUST LOCATION OF PLANT MATERIAL AS NECESSARY TO AVOID DAMAGE TO EXISTING UNDERGROUND UTILITIES AND/OR EXISTING ABOVE GROUND ELEMENTS. ALL CHANGES REQUIRED SHALL BE COMPLETED AT THE CONTRACTOR'S EXPENSE AND SHALL BE COORDINATED WITH THE OWNER'S REPRESENTATIVE.
31. THE PLANT QUANTITIES SHOWN ON THE LANDSCAPE PLANS ARE FOR THE CONVENIENCE OF THE CONTRACTOR. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL QUANTITIES AND REPORTING ANY DISCREPANCIES TO THE LANDSCAPE ARCHITECT FOR CLARIFICATION PRIOR TO CONTRACT AWARD AND COMMENCEMENT OF WORK.
32. LABEL AT LEAST ONE PLANT OF EACH SPECIES WITH A SECURELY ATTACHED WATERPROOF TAG BEARING THE BOTANICAL NAME.
33. ALL SOD PLANTED WITH NO GAPS BETWEEN SOD PIECES, ROLLED AND SEEMS SHALL BE SANDED AFTER INSTALLATION. PEG ALL SOD ON SLOPES GREATER THAN 3:1
34. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR ALL EROSION PROTECTION AND SLOPE STABILIZATION BY OWNER-APPROVED METHODS.
35. CONTRACTOR SHALL RE-GRADE ALL AREAS DISTURBED BY PLANT REMOVAL, RELOCATION AND/OR INSTALLATION WORK.
36. PALM HEIGHTS ARE INDICATED AT THE PALM LOCATIONS ON THE PLANS. REFER TO CLEAR TRUNK (CT) SPECIFICATIONS ON THE PLANT SCHEDULE.
37. THE LANDSCAPE ARCHITECT SHALL HAVE THE RIGHT, AT ANY STAGE OF THE OPERATIONS, TO REJECT ANY AND ALL WORK AND/OR MATERIALS WHICH, IN THEIR OPINION, DOES NOT MEET WITH THE REQUIREMENTS OF THESE PLANS AND SPECIFICATIONS.
38. ALL INSTALLATION OF PLANT MATERIAL SHALL COMPLY WITH APPLICABLE JURISDICTIONAL CODES. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL PERMITS ASSOCIATED WITH THIS WORK.
39. CLEAN SITE CONTRACTOR SHALL CLEAN THE WORK AREAS AT THE END OF EACH WORKING DAY. RUBBISH AND DEBRIS SHALL BE COLLECTED AND DESPOSED OF DAILY. ALL MATERIALS, PRODUCTS, AND EQUIPMENT SHALL BE STORED IN AN ORGANIZED FASHION AS DIRECTED BY THE OWNER'S REPRESENTATIVE.



LANDSCAPE SCHEDULE AND DETAILS

LENNAR AT COCOA

COLLEGE PARK SUBDIVISION

CITY OF COCOA, FLORIDA

THIS SHEET

LANDSCAPE PLAN

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DTS

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25-1090

DATE

10-07-25

SHEET NO.

LP-2

Mills, Short & Associates

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SITE CONSTRUCTION DRAWINGS

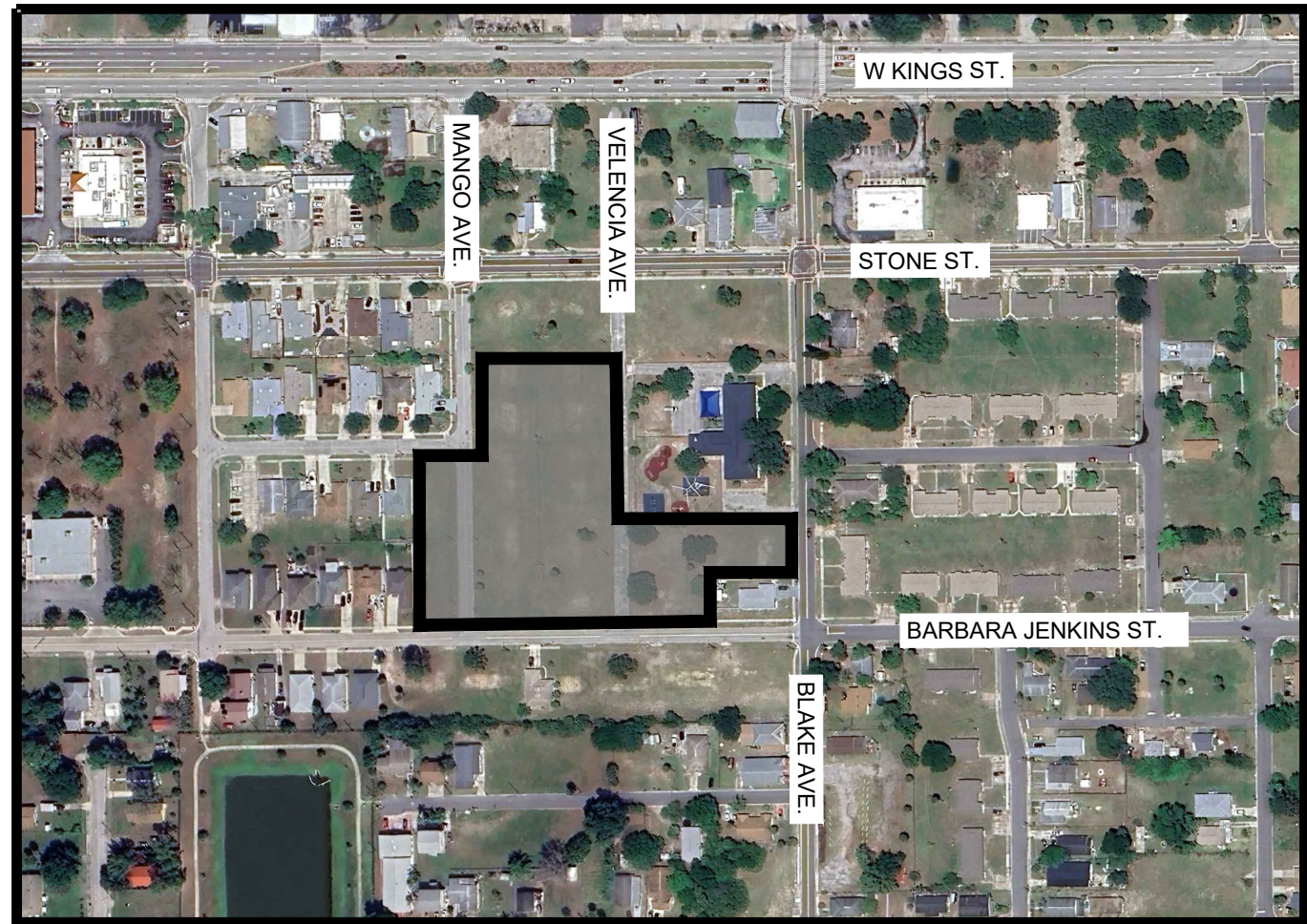
FOR

COCOA SMALL HOMES

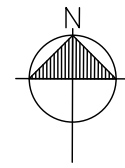
COCOA BREVARD COUNTY, FLORIDA

SECTION: 32 TOWNSHIP: 24S RANGE: 36E

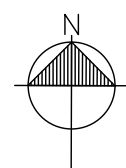
LARGE SCALE SITE PLAN



SITE VICINITY MAP
SCALE: N.T.S



SITE LOCATION MAP
SCALE: N.T.S



SUBMITTAL DATE:

INITIAL SUBMITTAL: JUNE 2025
RESUBMITTAL #1: AUGUST 2025

OWNERS/APPLICANT:

OWNER	APPLICANT
CITY OF COCOA	LENNAR - PALM ATLANTIC DIVISION
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312 SOUTH HARBOR CITY BLVD, SUITE 4	
MELBOURNE, FLORIDA 32901	
PHONE: (321) 725-3674	
EMAIL: LHOWARD@LJA.COM	

PROJECT NARRATIVE:

THE PROJECT PROPOSES THE CONSTRUCTION OF 32 SMALL RESIDENTIAL UNITS FOR THE CITY OF COCOA. THE PROJECT IS LOCATED ALONG ON THE STREETS BETWEEN STONE STREET AND BARBARA JENKINS STREET WITH UNIT ACCESS ON MANGO, VALENCIA, AND BLAKE AVENUE. PROJECT PROPOSES ALL REQUIRED UTILITY INFRASTRUCTURE AND STORMWATER MANAGEMENT WITH EXISTING INFRASTRUCTURE TO REMAIN.

LEGAL DESCRIPTION:

DESCRIPTION FROM EXHIBIT "A" IN THAT CERTAIN FIDELITY NATIONAL TITLE INSURANCE COMPANY COMMITMENT NUMBER: 12427550, ISSUING OFFICE FILE NUMBER: 110041-001527-FL, COMMITMENT DATE: 05/14/2025 AT 11:00 PM: LOTS 1 THROUGH 6, INCLUSIVE, AND LOTS 9 THROUGH 17, INCLUSIVE, MICHAEL C. BLAKE SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 66, PAGE(S) 69, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA. AND LOTS 7 AND 14, BLOCK 13, AMENDED MAP OF COLLEGE PARK, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 5, PAGE(S) 72, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

SHEET INDEX:

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G-2.1	GENERAL NOTES
G-2.2	GENERAL NOTES
C-1	EXISTING CONDITIONS & DEMOLITION PLAN
C-2	SITE PLAN
C-3	OVERALL PAVING, GRADING, & DRAINAGE PLAN
C-4	UTILITY PLAN
C-5	UTILITY DETAILS
C-6	IRRIGATION PLAN
C-7	STORMWATER POLLUTION AND PREVENTION PLAN
C-8	STORMWATER POLLUTION AND PREVENTION DETAILS

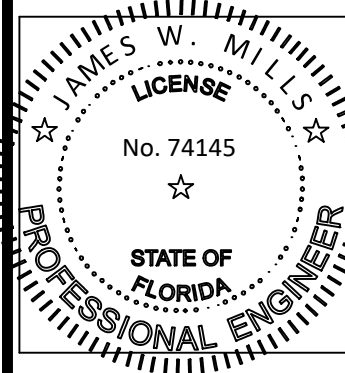
COCOA SMALL HOMES

2605 49TH STREET
VERO BEACH, FL 32967

THIS SHEET
TITLE SHEET
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DCC

PROJ. NO. 25-1090
DATE 05-23-2025
SHEET NO.

G-1



ISSUE	DATE	COMMENTS

APPROVED BY	SCALE: SEE SHEET
CHECKED BY	

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Civil & Structural Engineering

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3. ALL CONSTRUCTION TO BE IN ACCORDANCE WITH THE LATEST JURISDICTIONAL STANDARDS AND FOOT.
2. PAVEMENT STRIPING TO BE IN ACCORDANCE WITH JURISDICTIONAL SPECIFICATIONS AND WITH THE FLORIDA D.O.T. ROADWAY & TRAFFIC STANDARDS, CURRENT EDITION.
3. ALL TRAFFIC CONTROL SIGNS SHALL BE IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, LATEST EDITION.
4. WHERE MUCK OR OTHER ORGANIC MATERIAL IS FOUND, IT SHALL BE REMOVED AND REPLACED WITH QUALITY BACKFILL MATERIAL OBTAINED FROM THE GRADING OPERATIONS OR OTHER SOURCE APPROVED BY THE ENGINEER. THE ORGANIC MATERIAL SHALL BE THEN USED AS TOP DRESSING WHEN MIXED WITH CLEAN SANDY SOIL.
5. THE CONTRACTOR SHALL NOTIFY JURISDICTIONAL PUBLIC WORKS DIVISION AND MILLS, SHORT & ASSOCIATES AT LEAST ONE WEEK BEFORE COMMENCEMENT OF ANY CONSTRUCTION. CONTRACTOR SHALL OBTAIN AN FDOT R/W PERMIT PRIOR TO COMMENCING WORK WITHIN FOOT RIGHT-OF-WAYS.
6. CONTRACTOR IS RESPONSIBLE FOR CHECKING ACTUAL SITE CONDITIONS BEFORE STARTING CONSTRUCTION.
7. ANY DISCREPANCIES ON THE DRAWINGS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER BEFORE COMMENCING WORK.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATION OF ALL EXISTING UTILITIES. THE CONTRACTOR SHALL CONTACT ALL CONCERNED UTILITIES AT LEAST 48 HOURS IN ADVANCE FOR CONSTRUCTION OPERATIONS.
9. NO FIELD CHANGES OR DEVIATIONS FROM DESIGN SHALL BE MADE WITHOUT PRIOR WRITTEN APPROVAL OF THE ENGINEER.
10. CONTRACTOR SHALL SUPPLY DENSITY TEST TO ENGINEER ON ALL SUB-GRADE AND BASE. TEST SHALL BE PREPARED PER AASHTO T-160 METHOD.
11. SLOPE GRADES FROM ELEVATIONS SHOWN TO THE EXISTING GRADE AT PROPERTY LINE.
12. CONTRACTOR SHALL NOTIFY ENGINEER AT LEAST 72 HOURS IN ADVANCE FOR ANY INSPECTIONS.
13. ANY EXISTING FLOW WELLS SHALL BE PLUGGED AS PART OF SITE DEVELOPMENT.
14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FURNISHING ALL MATERIAL AND LABOR TO CONSTRUCT THE FACILITY AS SHOWN AND DESCRIBED IN THE CONSTRUCTION DOCUMENTS IN ACCORDANCE WITH THE APPROPRIATE APPROVING AUTHORITIES, SPECIFICATIONS AND REQUIREMENTS. CONTRACTOR SHALL CLEAR AND GRUB ALL AREAS UNLESS OTHERWISE INDICATED, REMOVING TREES, STUMPS, ROOTS, MUCK, EXISTING PAVEMENT AND ALL OTHER DELETERIOUS MATERIAL.
15. EXISTING UTILITIES SHOWN ARE LOCATED ACCORDING TO THE INFORMATION AVAILABLE TO THE ENGINEER AT THE TIME OF THE TOPOGRAPHIC SURVEY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR THE ENGINEER. GUARANTEE IS NOT MADE THAT ALL EXISTING UNDERGROUND UTILITIES ARE SHOWN OR THAT THE LOCATION OF THOSE SHOWN ARE ENTIRELY ACCURATE. FINDING THE ACTUAL LOCATION OF ANY EXISTING UTILITIES IS THE CONTRACTOR'S RESPONSIBILITY AND SHALL BE DONE BEFORE HE COMMENCES ANY WORK IN THE VICINITY. FURTHERMORE, THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES DUE TO THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES. THE OWNER OR ENGINEER WILL ASSUME NO LIABILITY FOR ANY DAMAGES SUSTAINED OR COST INCURRED BECAUSE OF THE OPERATION IN THE VICINITY OF EXISTING UTILITIES OR STRUCTURES, NOR FOR TEMPORARY BRACING AND SHORING OF SAME. IF IT IS NECESSARY TO SHORE, BRACE, SWING OR RELOCATE A UTILITY, THE UTILITY COMPANY OR DEPARTMENT AFFECTED SHALL BE CONTACTED AND THEIR PERMISSION OBTAINED REGARDING THE METHOD TO USE FOR SUCH WORK.
16. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONTACT THE VARIOUS UTILITY COMPANIES WHICH MAY HAVE BURIED OR AERIAL UTILITIES WITHIN OR NEAR THE CONSTRUCTION AREA BEFORE COMMENCING WORK.
17. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL REQUIRED CONSTRUCTION PERMITS AND BONDS IF REQUIRED PRIOR TO CONSTRUCTION.

1. PIPE LENGTHS SHOWN REPRESENT SCALED DISTANCE BETWEEN CENTERLINES OF DRAINAGE STRUCTURES.
2. DITCH BOTTOM AND CONTROL STRUCTURE INLET GRATES SHALL BE SECURED WITH CHAIN AND EYEBOLT.
3. FIVE (5) FEET OF SOD IS REQUIRED AROUND ALL DITCH BOTTOM INLETS, MANHOLES, HEADWALLS AND MITERED END SECTIONS.
4. TOP ELEVATIONS OF MANHOLES IN GRASSED AREAS SHALL BE LOCATED AT FINISHED GRADE ELEVATION.
5. AS AN ALTERNATIVE, CONTRACTOR MAY USE ALTERNATIVE PIPE MATERIALS IN LIEU OF THOSE SPECIFIED IN THE CONSTRUCTION DOCUMENTS. HOWEVER CONTRACTOR MUST RECEIVE APPROVAL OF ALTERNATIVE PIPE MATERIALS IN WRITING BY THE CONTROLLING JURISDICTION AND MILLS, SHORT & ASSOCIATES PRIOR TO CONSTRUCTION.
6. STRIP TOPSOIL AND ORGANIC MATTER FROM ALL AREAS OF THE SITE AS REQUIRED. TOP SOIL WHICH HAS BEEN STRIPPED AND STOCK PILED DURING THE COURSE OF CONSTRUCTION SHALL BE REDISTRIBUTED ON ALL REGRADED SURFACES SO AS TO PROVIDE AT LEAST FOUR INCHES OF EVEN COVER TO ALL DISTURBED AREAS OF THE DEVELOPMENT AND SHALL BE STABILIZED BY SEEDING OR PLANTING.
7. ALL DISTURBED AREAS WITH SLOPES UP TO 6:1 SHALL BE SEEDED AND MULCHED. SLOPES STEEPER THAN 6:1 SHALL BE SODDED AND SLOPES 3:1 OR STEEPER SHALL HAVE THE SOD PEGGED.
8. SEE TABLE 2.0 ON SHEET G-3 FOR REQUIRED STORM PIPE COVER BENEATH AN UNPAVED SECTION, RIGID PAVEMENT, AND FLEXIBLE PAVEMENT.
9. THE TABULATED VALUES ARE RECOMMENDED MINIMUM DIMENSIONS TO WITHSTAND ANTICIPATED HIGHWAY TRAFFIC LOADS. ADDITIONAL COVER MAY BE REQUIRED TO SUPPORT CONSTRUCTION EQUIPMENT LOADS OR HIGHWAY TRAFFIC LOADS BEFORE PAVEMENT IS COMPLETED. SOME SIZE THICKNESS COMBINATIONS MAY REQUIRE MINIMUM COVER GREATER THAN THOSE LISTED ABOVE. SEE FDOT ROADWAY & TRAFFIC STANDARDS, CURRENT EDITION.
10. ALL RCP STORM WATER PIPE SHALL MEET THE COVER & CLASS CRITERIA AS OUTLINED IN FDOT ROADWAY & TRAFFIC STANDARDS, CURRENT EDITION.
11. ALL STORM PIPE JOINTS SHALL BE WRAPPED AS SPECIFIED IN FDOT ROADWAY & TRAFFIC STANDARDS, CURRENT EDITION.
12. THE LAST FOOT OF STORM WATER POND SHALL NOT BE EXCAVATED UNTIL ALL DISTURBED AREAS ARE STABILIZED.
13. ANY FILL MATERIAL MUST BE APPROVED BY ENGINEER IN WRITING PRIOR TO PLACEMENT.
14. SIGNIFICANT CARE MUST BE TAKEN WHEN GRADING RETENTION PONDS TO ENSURE THAT POND BOTTOMS DO NOT BECOME COMPACTED DURING CONSTRUCTION OR SEALED BY CONSTRUCTION SEDIMENT. IF SEDIMENTATION OR COMPACTION OF A POND BOTTOM OCCURS, IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RESTORE THE DESIRED HYDRAULIC CONDUCTIVITY.
15. THE SAINT JOHNS RIVER WATER MANAGEMENT DISTRICT (SJRWMD), REQUIRES ALL PROPERTY OWNERS TO PERFORM A STORMWATER SYSTEM INSPECTION TO ASSURE THE PONDS, INLETS, AND PIPES ON SITE ARE BEING WELL-MAINTAINED (E.G., PROPERLY MOWED AND CLEAR OF DEBRIS). THE INTENT IS TO GUARANTEE THAT CONTAMINATED RAIN RUN-OFF FROM THE PROPERTY WILL NOT ADVERSELY AFFECT THE SURROUNDING AREA.
16. ALL PAVING, CONSTRUCTION, MATERIALS, AND WORKMANSHIP WITHIN COUNTY'S RIGHT-OF-WAY SHALL BE IN ACCORDANCE WITH LOCAL OR COUNTY SPECIFICATIONS AND STANDARDS (LATEST EDITION) OR FDOT SPECIFICATIONS AND STANDARDS (LATEST EDITION) IF NOT COVERED BY LOCAL OR COUNTY REGULATIONS.
17. ALL UNPAVED AREAS IN EXISTING RIGHTS-OF-WAY DISTURBED BY CONSTRUCTION SHALL BE REGRADED AND SODDED.
18. TRAFFIC CONTROL ON ALL FOOT, LOCAL AND COUNTY RIGHTS-OF-WAY SHALL MEET THE REQUIREMENTS OF THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (U.S. DOT/FHA) AND THE REQUIREMENTS OF THE STATE AND ANY LOCAL AGENCY HAVING JURISDICTION. IN THE EVENT THAT THE CONTRACT DOCUMENTS AND THE JURISDICTIONAL AGENCY REQUIREMENTS ARE NOT IN AGREEMENT, THE MOST STRINGENT SHALL GOVERN.
19. THE CONTRACTOR SHALL GRADE THE SITE TO THE ELEVATIONS INDICATED AND SHALL REGRADE WASHOUTS WHERE THEY OCCUR AFTER EVERY RAINFALL UNTIL A GRASS STAND IS WELL ESTABLISHED OR ADEQUATE STABILIZATION OCCURS.
20. ALL OPEN AREAS WITHIN THE PROJECT SITE SHALL BE SODDED UNLESS INDICATED OTHERWISE ON THE LANDSCAPE PLAN.
21. ALL AREAS INDICATED AS PAVEMENT SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE TYPICAL PAVEMENT SECTIONS AS INDICATED ON THE DRAWINGS.
22. WHERE EXISTING PAVEMENT IS INDICATED TO BE REMOVED, THE CONTRACTOR SHALL SAW CUT FULL DEPTH FOR A SMOOTH AND STRAIGHT JOINT.
23. THE CONTRACTOR SHALL INSTALL FILTER FABRIC OVER ALL DRAINAGE STRUCTURES FOR THE DURATION OF CONSTRUCTION UNTIL ACCEPTANCE OF THE PROJECT BY THE OWNER. ALL DRAINAGE STRUCTURES SHALL BE CLEANED OF DEBRIS AS REQUIRED DURING AND AT THE END OF CONSTRUCTION TO PROVIDE POSITIVE DRAINAGE FLOWS.
24. IF DETEWARDING IS REQUIRED, THE CONTRACTOR SHALL OBTAIN ANY APPLICABLE REQUIRED PERMITS. THE CONTRACTOR IS TO COORDINATE WITH THE OWNER AND THE DESIGN ENGINEER PRIOR TO ANY EXCAVATION.
25. FIELD DENSITY TESTS SHALL BE TAKEN AT INTERVALS IN ACCORDANCE WITH THE LOCAL JURISDICTIONAL AGENCY OR TO FDOT STANDARDS. IN THE EVENT THAT THE CONTRACTOR DOCUMENTS AND THE JURISDICTIONAL AGENCY REQUIREMENTS AS NOT IN AGREEMENT, THE MOST STRINGENT SHALL GOVERN.
26. ALL SLOPES AND AREAS DISTURBED BY CONSTRUCTION SHALL BE GRADED AS PER PLANS. THE AREAS SHALL THEN BE SODDED OR SEEDED AS SPECIFIED IN THE PLANS. FERTILIZED, MULCHED, WATERED AND MAINTAINED UNTIL HARDY GRASS GROWTH IS ESTABLISHED IN ALL AREAS. ANY AREAS DISTURBED FOR ANY REASON PRIOR TO FINAL ACCEPTANCE OF THE JOB SHALL BE CORRECTED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER. ALL EARTHEN AREAS WILL BE SODDED OR SEEDED AND MULCHED AS SHOWN ON THE LANDSCAPING PLAN.
27. ALL CUT OR FILL SLOPES SHALL BE 4 (HORIZONTAL):1 (VERTICAL) OR FLATTER UNLESS OTHERWISE SHOWN.
28. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CONTROL OF DUST AND DIRT RISING AND SCATTERING IN THE AIR DURING CONSTRUCTION AND SHALL PROVIDE WATER SPRINKLING OR OTHER SUITABLE METHODS OF CONTROL. THE CONTRACTOR SHALL COMPLY WITH ALL GOVERNING REGULATIONS PERTAINING TO ENVIRONMENTAL PROTECTION.
29. THE CONTRACTOR SHALL INSTALL ALL UNDERGROUND STORMWATER PIPING PER MANUFACTURER'S RECOMMENDATIONS.

3. ALL MATERIALS AND CONSTRUCTION SHALL BE IN COMPLIANCE WITH JURISDICTIONAL MANUAL OF STANDARD SPECIFICATIONS FOR WASTEWATER CONSTRUCTION.
2. ALL MANHOLES SHALL BE 4 FT. INSIDE DIAMETER.
3. PIPE LENGTHS SHOWN REPRESENT SCALED DISTANCES BETWEEN MANHOLE CENTERLINE.
4. ALL SANITARY SERVICE LATERALS SHALL BE 6 INCH DIAMETER, UNLESS SPECIFIED OTHERWISE ON PLANS.
5. INVERTS OF SANITARY SERVICE LATERALS AT THEIR CONNECTION TO SANITARY MANHOLES SHALL BE NO MORE THAN ONE (1) FOOT ABOVE THE MANHOLE INVERT.
6. MINIMUM AS BUILT 8" PVC SEWER LINE SLOPE WILL BE 0.40% MINIMUM SLOPE OR WILL BE RELIED BY CONTRACTOR TO MEET THE MINIMUM SLOPE REQUIREMENT AT NO ADDITIONAL COST.
7. MARK LATERALS WITH 4" X 4" X 8" PT POST PAINTED GREEN ON END.
8. PIPE MATERIAL IS ASTM D3034, SDR-26 UNLESS OTHERWISE NOTED.
9. A MINIMUM OF 1.00% SLOPE SHALL BE MAINTAINED ON THE SANITARY SEWER SERVICE LATERALS. AT NO TIME SHALL A SANITARY SEWER LATERAL HAVE A SLOPE OF 15% OR GREATER.
10. SANITARY SEWER GRAVITY MAINS ARE TO BE UPGRADED IN MATERIAL TO WATER MAINS STANDARDS AND HYDROSTATICALLY PRESSURE TESTED WITH WATER TO ENSURE JOINT TIGHTNESS IF EITHER OF THE HORIZONTAL OR VERTICAL MINIMUM REQUIRED CLEARANCE FROM A WATER MAIN CANNOT BE MAINTAINED OR IF THE SEWER MAIN IS ABOVE THE WATER MAIN.
11. LEAKAGE TESTS ARE SPECIFIED REQUIRING THAT:
 - A. THE LEAKAGE EXFILTRATION OR INFILTRATION DOES NOT EXCEED 200 GALLONS PER INCH OF PIPE DIAMETER PER MILE PER DAY FOR ANY SECTION OF THE SYSTEM.
 - B. EXFILTRATION OR INFILTRATION TESTS BE PERFORMED WITH A MINIMUM POSITIVE HEAD OF 2 FEET.
 - C. AIR TESTS, AS MINIMAL, CONFORM TO THE TEST PROCEDURE DESCRIBED IN ASTM C-924 FOR CONCRETE PIPE, ASTM F-1417 FOR PLASTIC PIPE AND FOR OTHER MATERIALS APPROPRIATE TEST PROCEDURES, AIR TESTING, IF SPECIFIED FOR CONCRETE SEWER MANHOLES, CONFORMS TO THE TEST PROCEDURES DESCRIBED IN ASTM C-1244.
12. DEFLECTION TESTS SHALL BE PERFORMED IN ACCORDANCE WITH THE RECOMMENDED STANDARDS FOR WASTEWATER FACILITIES, CHAPTER 33.85, FOR ALL GRAVITY SANITARY SEWER LINES. TESTING IS REQUIRED AFTER THE FINAL BACKFILL HAS BEEN IN PLACE AT LEAST 30 DAYS TO PERMIT STABILIZATION OF THE SOIL-PIPE SYSTEM. TESTING REQUIREMENTS SPECIFY:
 - A. NO PIPE SHALL EXCEED A DEFLECTION OF 5%.
 - B. USING A RIGID BALL OR MANHOLE FOR PIPE DEFLECTION TESTS WITH A DIAMETER NOT LESS THAN 95% OF THE BASE INSIDE DIAMETER OR AVERAGE INSIDE DIAMETER OF THE PIPE, DEPENDING ON WHICH IS SPECIFIED IN THE ASTM SPECIFICATION, INCLUDING THE APPENDIX, TO WHICH THE PIPE IS MANUFACTURED.
 - C. PERFORMING THE TEST WITHOUT MECHANICAL PULLING DEVICES.

ALL CONSTRUCTION AND MATERIALS SHALL BE IN COMPLIANCE WITH AWWA STANDARDS AS WELL AS THE UTILITY PROVIDERS MANUAL OF STANDARDS AND SPECIFICATIONS FOR WATER MAIN CONSTRUCTION.

2. SEPARATION REQUIREMENTS (SEE TABLE 1-0/UTILITY SEPARATIONS ON SHEET G-3)

2.1. HORIZONTAL SEPARATION BETWEEN UNDERGROUND WATER MAINS, SANITARY OR STORM SEWERS, WASTEWATER OR STORM WATER FORCE MAINS, RECLAIMED WATER PIPELINES AND ON-SITE SEWAGE TREATMENT AND DISPOSAL SYSTEMS:

2.1.1. NEW OR RELOCATED UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST 3' BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED STORM SEWER, STORM WATER FORCE MAIN OR PIPELINE CONVEYING RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.

2.1.2. NEW OR RELOCATED UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST 3' AND PREFERABLY 10' BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED VACUUM-TYPE SANITARY SEWER.

2.1.3. NEW OR RELOCATED UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST 6" AND PREFERABLY 10' BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED GRAVITY OR PRESSURE-TYPE SANITARY SEWER, WASTEWATER FORCE MAIN OR PIPELINE CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610 F.A.C., THE MINIMUM HORIZONTAL SEPARATION DISTANCE BETWEEN WATER MAINS AND GRAVITY-TYPE SANITARY SEWERS SHALL BE REDUCED TO 3' WHERE THE BOTTOM OF THE WATER MAIN IS LAID AT LEAST 6" ABOVE THE TOP OF THE SEWER.

2.2. VERTICAL SEPARATION BETWEEN UNDERGROUND WATER MAINS AND SANITARY OR STORM SEWERS, WASTEWATER OR STORM WATER FORCE MAINS OR RECLAIMED WATER PIPELINES:

2.2.1. NEW OR RELOCATED UNDERGROUND WATER MAINS CROSSING ANY GRAVITY OR VACUUM-TYPE SANITARY SEWER PIPE SHALL BE LAID SO THE OUTSIDE OF THE WATER MAIN IS AT LEAST 6" AND PREFERABLY 12" ABOVE OR AT LEAST 12" BELOW THE OUTSIDE OF THE OTHER PIPE. IT IS PREFERABLE TO LAY THE WATER MAIN ABOVE THE OTHER PIPELINE.

2.2.2. NEW OR RELOCATED UNDERGROUND WATER MAINS CROSSING ANY EXISTING OR PROPOSED PRESSURE-TYPE SANITARY SEWER, WASTEWATER OR STORM WATER FORCE MAIN OR PIPELINE CONVEYING RECLAIMED WATER SHALL BE LAID SO THE OUTSIDE OF THE WATER MAINS IS AT LEAST 12" ABOVE OR BELOW THE OUTSIDE OF THE OTHER PIPELINE. IT IS PREFERABLE TO LAY THE WATER MAIN ABOVE THE OTHER PIPELINE.

2.2.3. AT THE UTILITY CROSSINGS DESCRIBED IN THE ABOVE PARAGRAPHS, ONE FULL LENGTH OF WATER MAIN PIPE SHALL BE CENTERED ABOVE OR BELOW THE OTHER PIPELINE SO THE WATER MAIN JOINTS WILL BE AS FAR AS POSSIBLE FROM THE OTHER PIPELINE. ALTERNATIVELY, AT SUCH CROSSINGS, THE PIPES SHALL BE STAGGERED SO THAT ALL WATER MAIN JOINTS ARE AT LEAST 3' FROM ALL JOINTS IN VACUUM-TYPE SANITARY SEWERS, STORM SEWERS, STORM WATER FORCE MAINS OR PIPELINES CONVEYING RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C., AND AT LEAST 6" FROM ALL JOINTS IN GRAVITY OR PRESSURE-TYPE SANITARY SEWERS, WASTEWATER FORCE MAINS, OR PIPELINE CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.

2.3. NO WATER MAIN SHALL PASS THROUGH OR COME INTO CONTACT WITH ANY PART OF A SANITARY SEWER MANHOLE OR A STORM SEWER MANHOLE.

2.4. NEW OR RELOCATED FIRE HYDRANTS WITH UNDERGROUND DRAINS SHALL BE LOCATED SO THAT THE DRAINS ARE AT LEAST 3' FROM ANY EXISTING OR PROPOSED STORM SEWER, STORM WATER FORCE MAIN OR PIPELINE CONVEYING RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C., AT LEAST 3' BUT PREFERABLY 10' FROM ANY EXISTING OR PROPOSED GRAVITY OR PRESSURE-TYPE SANITARY SEWER, WASTEWATER FORCE MAIN OR PIPELINE CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C. AND AT LEAST 10' FROM ANY EXISTING OR PROPOSED ON-SITE SEWAGE TREATMENT OR DISPOSAL SYSTEM AS DEFINED IN SECTION 381.0065(2), F.C. AND RULE 6A-6.002, F.A.C. EXCEPTS/AMENDATION.

2.5. ADHERENCE TO THE ABOVE CONSTRAINTS AND SEPARATIONS IN THE ABOVE ITEMS SHALL BE COMPLIED WITHOUT EXCEPTION, IF FOR SOME REASON WHERE IT IS NOT TECHNICALLY FEASIBLE OR ECONOMICALLY SENSIBLE THAT THE ABOVE ITEMS CANNOT BE COMPLIED WITH, CONTRACTOR IS TO STOP WORK AND NOTIFY THE ENGINEER OF RECORD FOR THE APPROPRIATE SOLUTION. THE SOLUTION WILL BE SUBMITTED TO THE DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR APPROVAL PRIOR TO WORK COMMENCEMENT.

3. PIPE LENGTHS SHOWN REPRESENT SCALED DISTANCES BETWEEN FITTINGS OF BRANCHES AND MAINS.

4. DEFLECTIONS AT PIPE JOINTS SHALL NOT EXCEED THOSE RECOMMENDED BY THE PIPE MANUFACTURER.

5. ALL GATE VALVES SHALL BE EQUIPPED WITH AN ADJUSTABLE CAST IRON VALVE BOX WITH COVER, WITH THREADED EXTENSION WHERE NEEDED.

6. ALL PUBLIC WATER SYSTEMS COMPONENTS, EXCLUDING FIRE HYDRANTS, THAT SHALL BE INSTALLED UNDER THIS PROJECT, AND THAT SHALL COME INTO CONTACT WITH DRINKING WATER SHALL CONFORM TO NSF INTERNATIONAL STANDARD 61 AND SHALL BE MARKED WITH NSF SEAL OF APPROVAL.

7. ALL PIPE AND PIPE FITTINGS INSTALLED UNDER THIS PROJECT SHALL BE COLOR CODED MARKED IN ACCORDANCE WITH SUBPARAGRAPHS 62-555.320(2)(1)(b)3, F.A.C., USING BLUE AS A PREDOMINANT COLOR. ALL DUCTILE IRON WATER MAINS SHALL BE MARKED WITH A CONTINUOUS STRIPE LOCATED WITHIN THE TOP 90 DEGREES OF THE PIPE. SAID STRIPE SHALL BE A MINIMUM 2 INCHES IN WIDTH AND SHALL BE BLUE IN COLOR IF PAINT IS USED INSTEAD OF TAPE. BACKFILL SHALL NOT BE PLACED FOR 30 MINUTES FOLLOWING PAINT APPLICATION. FOR PIPE WITH AN INTERNAL DIAMETER OF 24" OR GREATER, TAPE OR PAINT SHALL BE APPLIED IN CONTINUOUS LINES A LONG EACH SIDE OF THE PIPE AS WELL AS A LONG THE TOP OF THE PIPE.

8. ALL NON-METALLIC WATER MAINS SHALL BE INSTALLED WITH A CONTINUOUS, INSULATED 14 GAUGE COPPER WIRE INSTALLED DIRECTLY ON TOP OF THE PIPE FOR LOCATION PURPOSES. SEE STANDARD DRAWINGS. IN ADDITION, ALL PVC WATER MAINS SHALL BE A SOLID BLUE COLOR.

9. MARK DRINKING WATER SERVICES WITH 4" X 4" X 8' PT POST PAINTED BLUE ON END.

10. PIPE MATERIALS: ALL PIPES, PIPE FITTINGS, PIPE JOINT PACKING AND JOINTING MATERIALS, VALVES, FIRE HYDRANTS, AND METERS INSTALLED UNDER THIS PROJECT SHALL CONFORM TO APPLICABLE AWWA STANDARDS.

A. PVC WATER MAINS 4 INCHES TO 12 INCHES SHALL BE IN ACCORDANCE WITH AWWA C900, LATEST EDITION AND SHALL BE DR18. PVC WATER MAINS 14 INCHES TO 36 INCHES SHALL BE IN ACCORDANCE WITH AWWA C905, LATEST EDITION AND SHALL BE DR18. PVC PIPES LESS THAN 4 INCHES ARE NOT ALLOWED IN THE UTILITY PROVIDERS. IN OTHER JURISDICTIONS, THEY SHALL BE IN ACCORDANCE WITH ASTM D1785 (SCHEDULE 40, 80, 120) OR ASTM D2241 SDR 21. MINIMUM WORKING PRESSURE FOR ALL PVC SHALL BE 150 PSI. ALL PVC PIPE SHALL HAVE THE SAME O.D. AS DUCTILE IRON PIPE. PVC PIPE JOINTS SHALL BE IN ACCORDANCE WITH ASTM D3139 AND AWWA STANDARDS.

B. DUCTILE IRON PIPE SHALL CONFORM TO ANSI A21.5/AWWA C151 AND SHALL BE A MINIMUM OF CLASS 50. DUCTILE IRON JOINTS SHALL BE IN ACCORDANCE WITH ANSI A21.5.1 AND AWWA C111.

C. ALL SERVICES SHALL BE POLYETHYLENE TUBING, CLASS 160 AND SHALL BE IN ACCORDANCE WITH AWWA C901.

11. WATER MAIN CONNECTION SHALL BE MADE UNDER THE SUPERVISION OF THE UTILITIES DIVISION. ALL VALVES SHALL BE OPERATED BY PERSONNEL ONLY. WATER MAINS ARE TO BE DISINFECTED PER ANSI/AWWA C651-92 AND UTILITIES DIVISION MANUAL OF STANDARDS AND SPECIFICATIONS FOR WASTEWATER AND WATER MAIN CONSTRUCTION SECTION 516 WHICH INCLUDES A FULL FLUSH.

12. ALL VALVES SHALL BE LOCATED IN NON PAVED AREAS, UNLESS SPECIFIED ON PLANS.

13. FIRE HYDRANT LEADS SHALL HAVE A MINIMUM INSIDE DIAMETER OF 6" AND SHALL INCLUDE AN AUXILIARY VALVE.

14. IF AGGRESSIVE SOIL CONDITIONS ARE FOUND DURING CONSTRUCTION, WATER MAINS SHALL BE PROTECTED THROUGH THE USE OF CORROSION RESISTANT MATERIALS. THROUGH ENCASEMENT OF THE WATER MAINS IN POLYETHYLENE, OR THROUGH PROVISION OF CATHODIC PROTECTION.

15. ALL PIPE AND PIPE FITTINGS INSTALLED UNDER THIS PROJECT SHALL CONTAIN NO MORE THAN 8.0% LEAD, AND ANY SOLDER OR FLUX USED IN THIS PROJECT SHALL CONTAIN NO MORE THAN 0.2% LEAD.

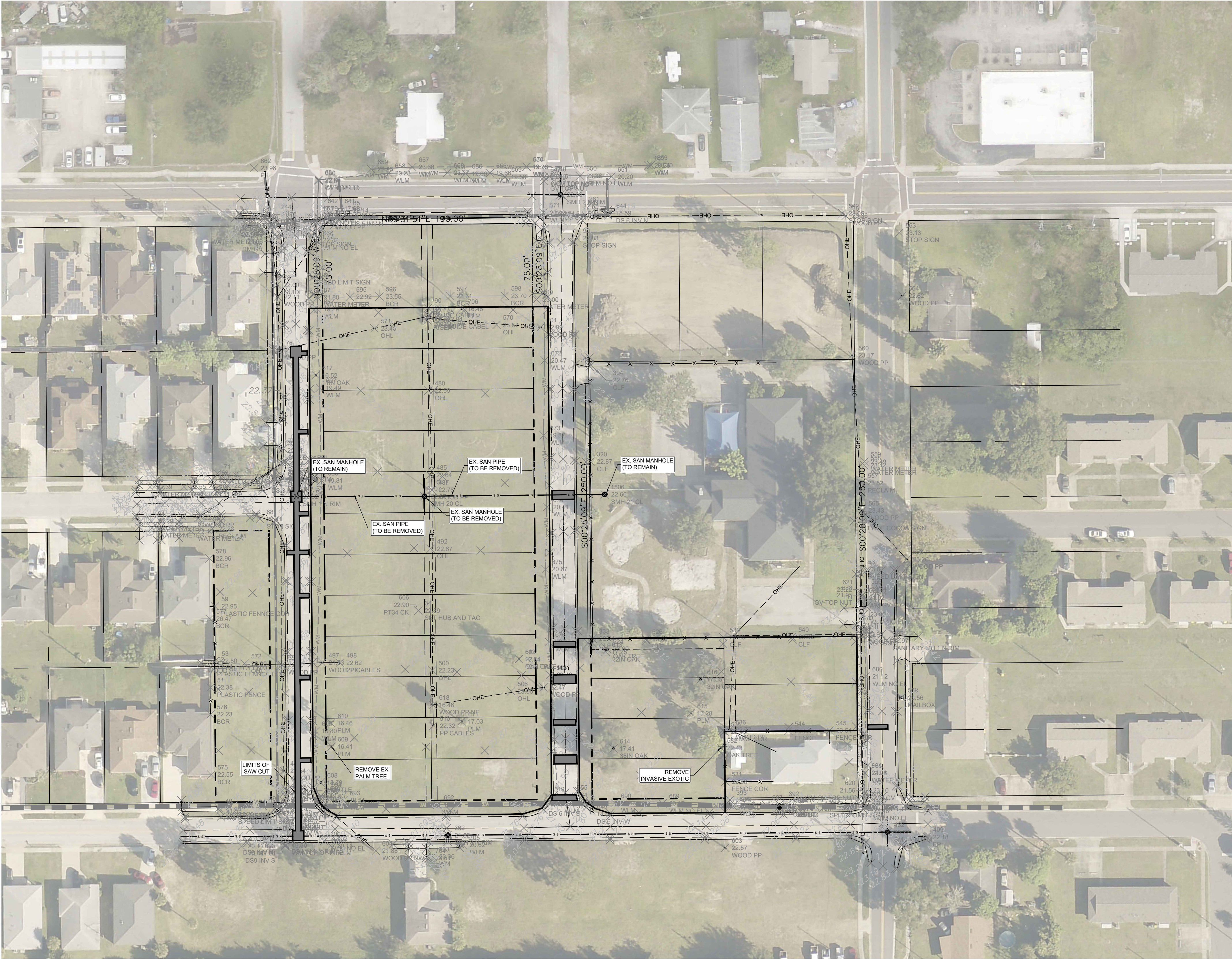
16. WHERE NEW OR ALTERED DEAD-END WATER MAINS INCLUDED IN THIS PROJECT CANNOT BE AVOIDED, THEY SHALL BE PROVIDED WITH A FIRE FLUSHING HYDRANT OR BLOW-OFF FOR FLUSHING PURPOSES.

17. ALL FIRE HYDRANTS THAT WILL BE INSTALLED UNDER THIS PROJECT SHALL BE LOCATED AT LEAST THREE FEET FROM ANY EXISTING OR PROPOSED STORM SEWER, STORM WATER FORCE MAIN, PIPELINE CONVEYING RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C., OR VACUUM-TYPE SANITARY SEWER, AT LEAST SIX FEET FROM ANY EXISTING OR PROPOSED GRAVITY- OR PRESSURE-TYPE SANITARY SEWER, WASTEWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.

18. WATER SERVICES ARE TO TERMINATE 1' OUTSIDE ROW ALONG THE PROPERTY LINE.

20. PROPOSED FIRE HYDRANTS CONNECTED TO THE POTABLE WATER MAIN, FOR THIS PROJECT, SHALL BE PAINTED PER JURISDICTION. FIRE HYDRANTS CONNECTED TO THE DESIGNATED FIRE LINE SHALL BE PAINTED PER JURISDICTION.
21. ALL PIPE AND PIPE FITTINGS INSTALLED UNDER THIS PROJECT WILL BE COLOR CODED OR MARKED IN ACCORDANCE WITH SUBPARAGRAPH 62-555.320(21)(b)3.F.A.C. USING BLUES AS A PREDOMINANT COLOR. (UNDERGROUND PLASTIC PIPE WILL BE SOLID-WALL BLUE PIPE, WILL HAVE A CO-EXTRUDED BLUE EXTERNAL SKIN, OR WILL BE WHITE OR BLACK PIPE WITH BLUE-STRIPES INCORPORATED INTO, OR APPLIED TO, THE PIPE WALL; AND UNDERGROUND METAL OR CONCRETE PIPE WILL HAVE BLUE STRIPED APPLIED TO THE PIPE WALL. PIPE STRIPED DURING MANUFACTURING OF THE PIPE WILL HAVE CONTINUOUS STRIPES THAT RUN PARALLEL TO THE AXIS OF THE PIPE, THAT ARE LOCATED AT NO GREATER THAN 90-DEGREE INTERVALS AROUND THE PIPE, AND THAT WILL REMAIN INTACT DURING AND AFTER INSTALLATION OF THE PIPE. IF TAPE OR PAINT IS USED TO STRIPE PIPE DURING INSTALLATION OF THE PIPE, THE TAPE OR PAINT WILL BE APPLIED IN A CONTINUOUS LINE THAT RUNS PARALLEL TO THE AXIS OF THE PIPE AND THAT IS LOCATED ALONG THE TOP OF THE PIPE, FOR PIPE WITH AN INTERNAL DIAMETER OF 24 INCHES OR GREATER, TAPE OR PAINT WILL BE APPLIED IN CONTINUOUS LINES ALONG EACH SIDE OF THE PIPE AS WELL AS ALONG THE TOP OF THE PIPE. ABOVEGROUND PIPE WILL BE PAINTED BLUE OR WILL BE COLOR CODED OR MARKED LIKE UNDERGROUND PIPE.) [FAC 62-555.320(21)(b)3]
22. THE OPEN END OF THE AIR RELIEF PIPE FROM ALL AUTOMATIC AIR RELIEF VALVES WILL BE EXTENDED TO AT LEAST ONE FOOT ABOVE GRADE AND WILL BE PROVIDED WITH A SCREENED, DOWNWARD-FACING ELBOW. [FAC 62-555.320(21)(b)3. AND RSWW 8.4.2]
23. A CONTINUOUS AND UNIFORM BEDDING WILL BE PROVIDED IN TRENCHES FOR UNDERGROUND PIPE; BACKFILL MATERIAL WILL BE TAMPED IN LAYERS AROUND UNDERGROUND PIPE TO ADEQUATELY SUPPORT AND PROTECT THE PIPE; AND UNSUITABLY SIZED STONES (AS DESCRIBED IN APPLICABLE AWWA STANDARDS OR MANUFACTURER'S RECOMMENDED INSTALLATION PROCEDURES) FOUND IN TRENCHES WILL BE REMOVED FOR A DEPTH OF AT LEAST SIX INCHES BELOW THE BOTTOM OF UNDERGROUND PIPE. [FAC 62-555.320(21)(b)3. AND RSWW 8.5.2]
24. ALL WATER MAIN TEES, BENDS, PLUGS, AND HYDRANTS WILL BE PROVIDED WITH THRUST BLOCKS OR RESTRAINED JOINTS TO PREVENT MOVEMENT. [FAC 62-555.320(21)(b)3. AND RSWW 8.5.4]
25. NEW OR ALTERED WATER MAIN INSTALLATION AND PRESSURE AND LEAKAGE TESTING, SHALL BE PROVIDED IN ACCORDANCE WITH APPLICABLE AWWA STANDARDS. PVC WATER MAIN INSTALLATION AND TESTING SHALL CONFORM TO AWWA C605. DUCTILE IRON WATER MAIN INSTALLATION AND TESTING SHALL CONFORM TO AWWA C500.
26. NEW OR ALTERED WATER MAINS, INCLUDING FIRE HYDRANT LEADS AND SERVICE LINES THAT WILL BE UNDER THE CONTROL OF A PUBLIC WATER SYSTEM AND THAT HAVE AN INSIDE DIAMETER OF THREE INCHES OR GREATER, SHALL BE DISINFECTED AND BACTERIOLOGICALLY TESTED IN ACCORDANCE WITH AWWA C651.
27. WHERE UNDERGROUND WATER MAINS AND HYDRANTS ARE TO BE PROVIDED, THEY SHALL BE INSTALLED, COMPLETED AND IN-SERVICE PRIOR TO COMMENCING CONSTRUCTION WORK ON ANY STRUCTURE. NFPA 1:16.5.3.1.3.

PROJ. NO.	25-1090
DATE	05-23-2025
SHEET NO.	G-2.1



SURVEY NOTES:

SURVEY OF 3 PARCELS OF LAND IN SECTION 32, TOWNSHIP 24 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA.
SURVEY FOR BOUNDARY, ELEVATIONS AND LOCATIONS OF PERTINENT TOPOGRAPHIC FEATURES, IMPROVEMENTS AND/OR UTILITIES, WHETHER ABOVEGROUND OR UNDERGROUND, ARE NOT LOCATED OR SHOWN ON THIS SURVEY.
BEARING REFERENCE: ASSUMED BEARING OF S00°28'09\"/>

DESCRIPTION:

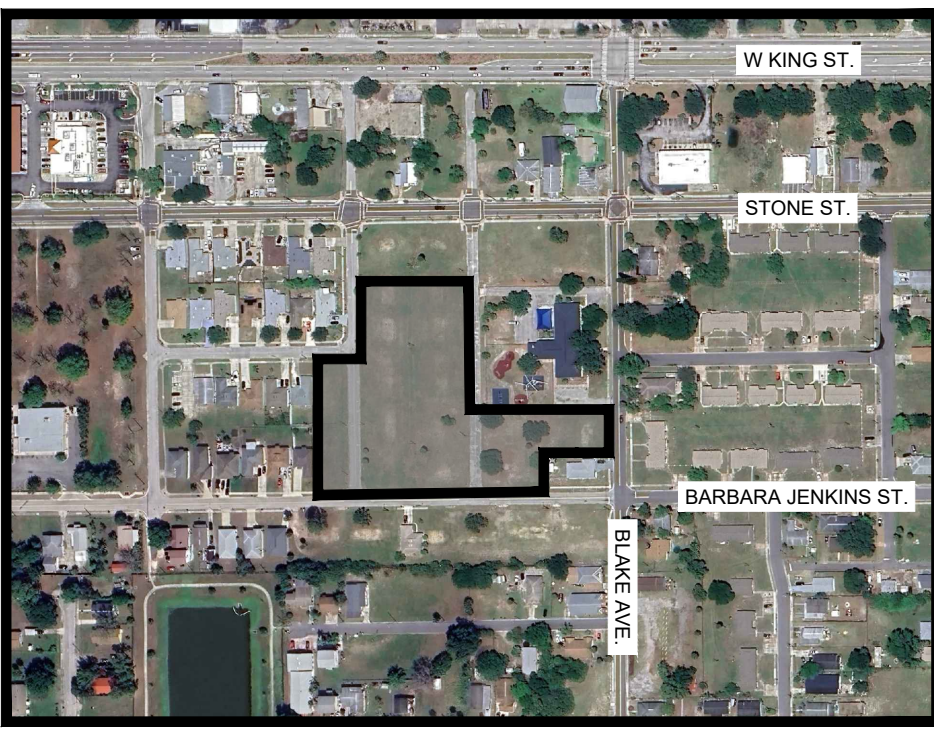
3 PARCELS OF LAND IN SECTION 32, TOWNSHIP 24 SOUTH, RANGE 36 EAST, CITY OF COCOA, BREVARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
LOTS 7 & 14, BLOCK 13, AMENDED MAP OF COLLEGE PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 72, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA;
TOGETHER WITH LOTS 1 THROUGH 6 AND LOTS 9 THROUGH 14, MICHAEL C. BLAKE SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 66, PAGE 69, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA
TOGETHER ALSO WITH LOTS 15 THROUGH 17, MICHAEL C. BLAKE SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 66, PAGE 69, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA

ABBREVIATIONS

- AC AIR CONDITIONER
- AL ARC LENGTH
- AVE AVENUE
- BLVD BOULEVARD
- BM BENCHMARK
- BOC BEGINNING OF CURVE
- CL CENTERLINE
- CA CENTRAL ANGLE
- CB CHORD BEARING
- CBG CONCRETE BLOCK STRUCTURE
- CH CHORD LENGTH
- CM CONCRETE MONUMENT
- CMF CORRUGATED METAL PIPE
- CONC CONCRETE
- COR CORNER
- CSL DELTA / CENTRAL ANGLE
- DEI DEVELOPMENT OF REGIONAL IMPACT
- ELEC ELECTRIC
- ELEV ELEVATION
- EOC END OF CURVE
- EOP EDGE OF PAVEMENT
- EWI EDGE OF WATER
- ESCP ELLIPTICAL REINFORCED CONCRETE PIPE
- ESMT EASEMENT
- FD FOUND
- FEE FINISHED FLOOR ELEVATION
- FI FIRE HYDRANT
- FL FLUOROPOLYMER AND LIGHT
- FT FEET
- Hwy HIGHWAY
- IDM IDENTIFICATION NUMBER
- INV INVERT
- IR IRON ROD
- IRC IRON ROD AND CAP
- LB LICENSED BUSINESS
- LWP LIGHTER WOOD POST
- NW NEIGHBORHOOD IDENTIFICATION
- NED NAIL AND DING
- NAVD88 NORTH AMERICAN VERTICAL DATUM 1988
- NOVD09 NATIONAL GEODETIC VERTICAL DATUM 1909
- NTI NON-TANGENT INTERSECTION
- NTL NON-TANGENT LINE
- NTS NOT TO SCALE
- OHE OVERHEAD ELECTRIC UTILITY
- OROB OFFICIAL RECORDS BOOK
- PI PLAT BOOK
- POC POINT OF COMPOUND CURVATURE
- POP PERMANENT CONTROL POINT
- POS POINT OF BEGINNING
- PP PARKER-KALEN
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- PP POWER UTILITY POLE
- PRC POINT OF REVERSE CURVATURE
- PUD PLANNED UNIT DEVELOPMENT
- PVC POLYVINYL CHLORIDE PIPE
- R RADIUS
- RW RIGHT-OF-WAY
- RCP REINFORCED CONCRETE PIPE
- RR RAILROAD
- ST STREET
- TYP TYPICAL

DEMOLITION NOTE:

- ALL AREA DISTURBED IN THE RIGHT OF WAY SHALL BE RETURNED TO ORIGINAL CONDITION OR BETTER
- COORDINATE WITH ENGINEER SHOULD FIELD CONDITIONS DIFFER FROM PROPOSED PLAN



VICINITY MAP

SCALE: NTS

LEGEND:

- PROPERTY LINE
- PROPOSED LOT LINES
- PROPOSED UTILITY/DRAINAGE EASEMENT
- PROPOSED DEMOLITION AREA
- SAW CUT LOCATION

COCOA SMALL HOMES
2605 49TH STREET
VERO BEACH, FL 32967

EXISTING CONDITIONS & DEMOLITION PLAN

DRAWN BY
DCC

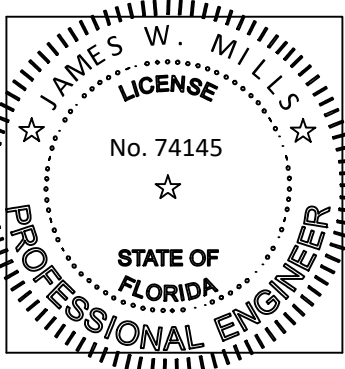
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SCALE:
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PROJ. NO. 25-1090
DATE 05-23-2025
SHEET NO.

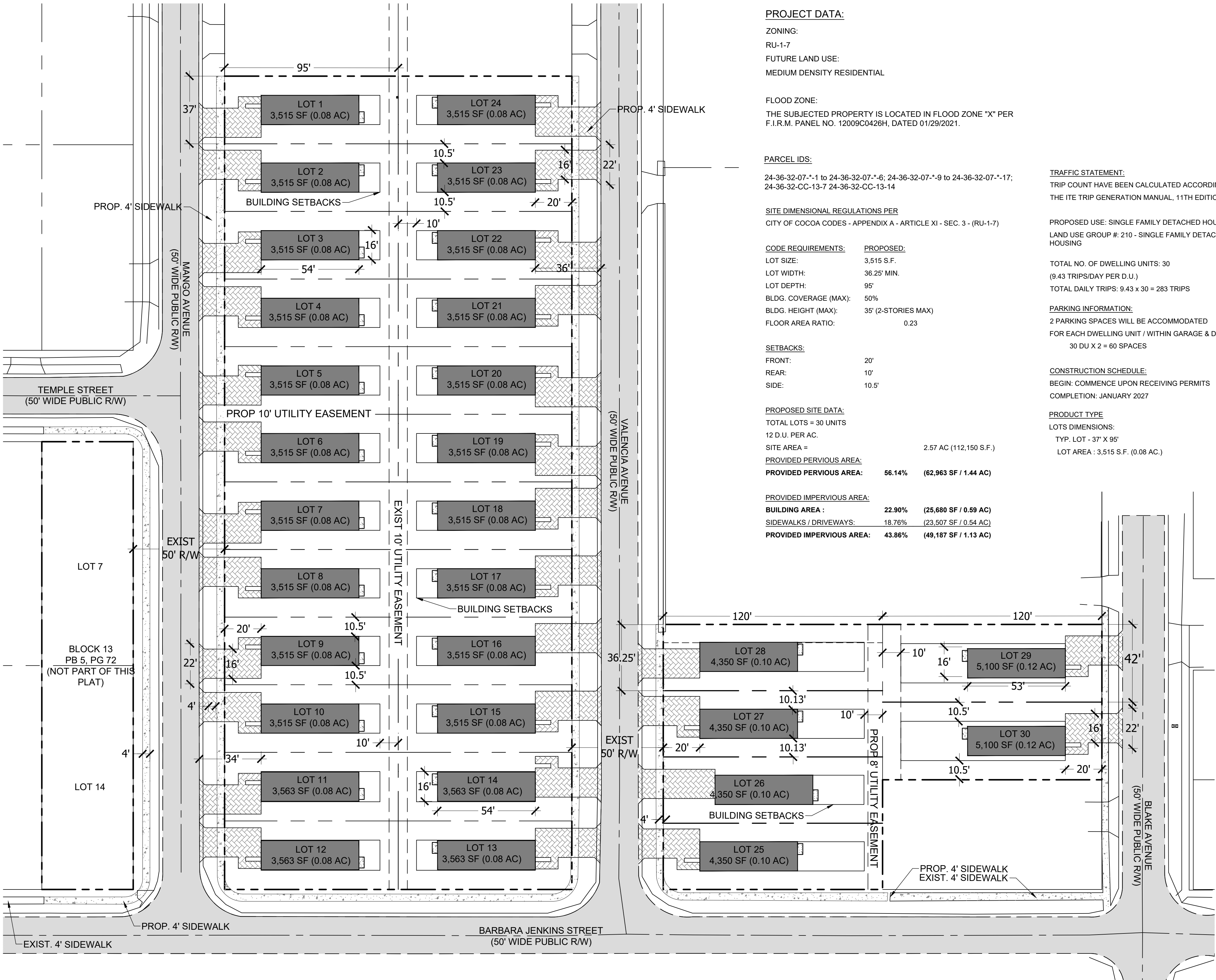
C-1



Mills, Short & Associates
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Land Planning & Landscape Architecture

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Vero Beach, Florida 32960



PROJECT DATA:
ZONING:
RU-1-7
FUTURE LAND USE:
MEDIUM DENSITY RESIDENTIAL

FLOOD ZONE:
THE SUBJECTED PROPERTY IS LOCATED IN FLOOD ZONE "X" PER
F.I.R.M. PANEL NO. 12009C0426H, DATED 01/29/2021.

PARCEL IDS:
24-36-32-07-**-1 to 24-36-32-07-**-6; 24-36-32-07-**-9 to 24-36-32-07-**-17;
24-36-32-CC-13-7 24-36-32-CC-13-14

SITE DIMENSIONAL REGULATIONS PER
CITY OF COCOA CODES - APPENDIX A - ARTICLE XI - SEC. 3 - (RU-1-7)

CODE REQUIREMENTS: PROPOSED:
LOT SIZE: 3,515 S.F.
LOT WIDTH: 36.25' MIN.
LOT DEPTH: 95'
BLDG. COVERAGE (MAX): 50%
BLDG. HEIGHT (MAX): 35' (2-STORIES MAX)
FLOOR AREA RATIO: 0.23

SETBACKS:
FRONT: 20'
REAR: 10'
SIDE: 10.5'

PROPOSED SITE DATA:
TOTAL LOTS = 30 UNITS
12 D.U. PER AC.
SITE AREA = 2.57 AC (112,150 S.F.)
PROVIDED PERVIOUS AREA:
PROVIDED PERVIOUS AREA: 56.14% (62,963 SF / 1.44 AC)

PROVIDED IMPERVIOUS AREA:
BUILDING AREA : 22.90% (25,680 SF / 0.59 AC)
SIDEWALKS / DRIVEWAYS: 18.76% (23,507 SF / 0.54 AC)
PROVIDED IMPERVIOUS AREA: 43.86% (49,187 SF / 1.13 AC)

TRAFFIC STATEMENT:
TRIP COUNT HAVE BEEN CALCULATED ACCORDING TO
THE ITE TRIP GENERATION MANUAL, 11TH EDITION.

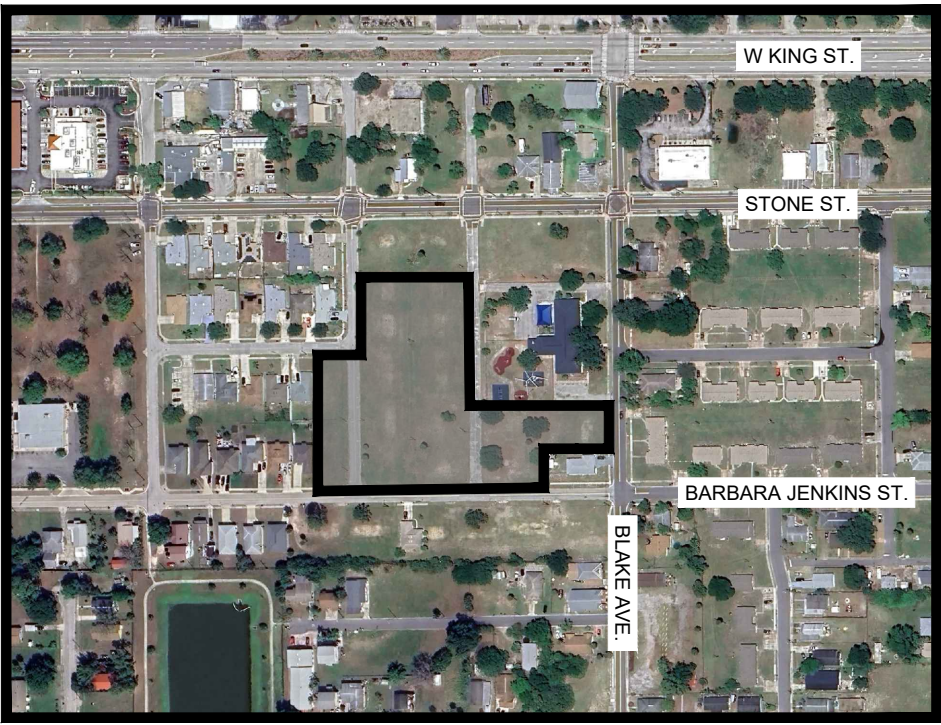
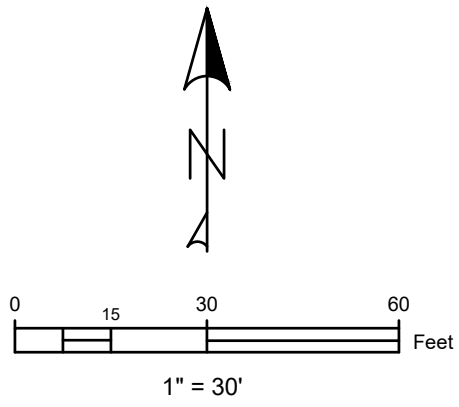
PROPOSED USE: SINGLE FAMILY DETACHED HOUSING
LAND USE GROUP #: 210 - SINGLE FAMILY DETACHED HOUSING

TOTAL NO. OF DWELLING UNITS: 30
(9.43 TRIPS/DAY PER D.U.)
TOTAL DAILY TRIPS: 9.43 x 30 = 283 TRIPS

PARKING INFORMATION:
2 PARKING SPACES WILL BE ACCOMMODATED
FOR EACH DWELLING UNIT / WITHIN GARAGE & DRIVEWAY
30 DU X 2 = 60 SPACES

CONSTRUCTION SCHEDULE:
BEGIN: COMMENCE UPON RECEIVING PERMITS
COMPLETION: JANUARY 2027

PRODUCT TYPE
LOTS DIMENSIONS:
TYP. LOT - 37' X 95'
LOT AREA : 3,515 S.F. (0.08 AC.)

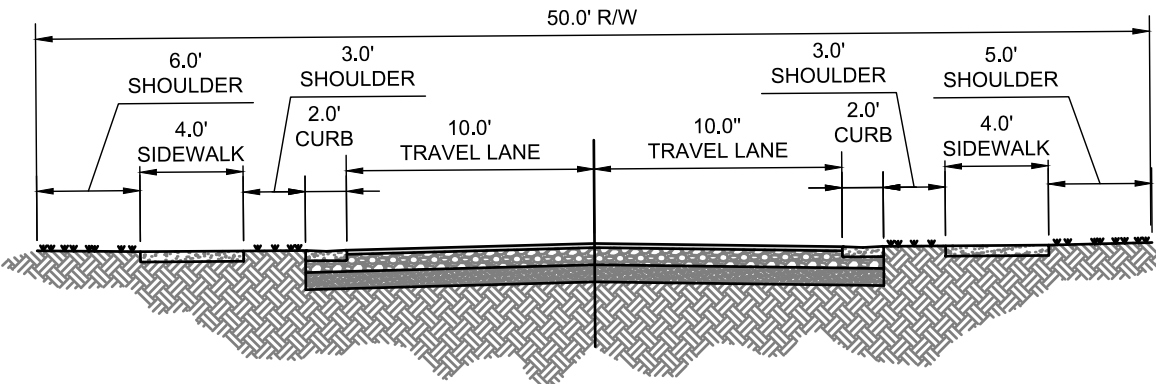


VICINITY MAP
SCALE: NTS

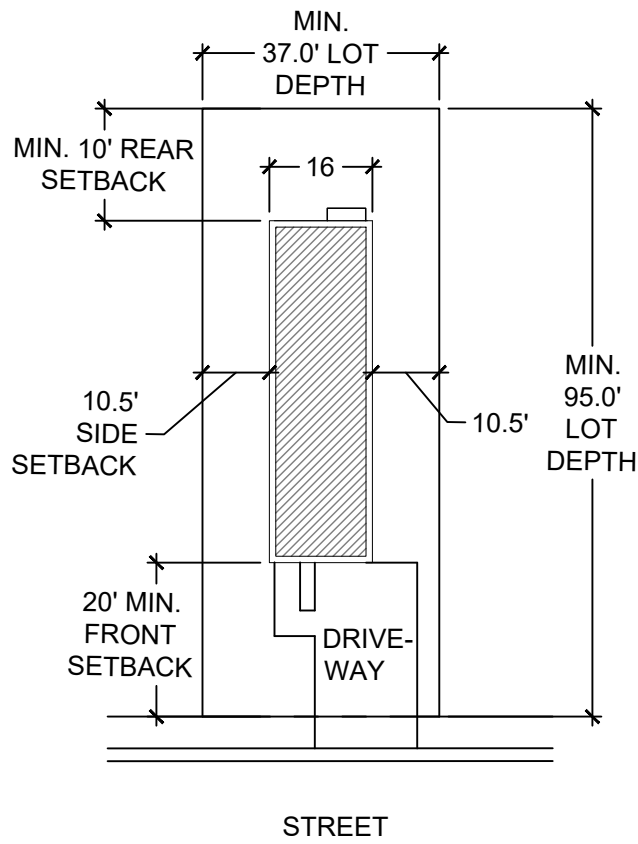
LEGEND:

- PROPERTY LINE
- PROPOSED LOT LINES
- PROPOSED UTILITY/DRAINAGE EASEMENT
- PROPOSED BUILDING
- PROPOSED BUILDING SETBACK
- PROPOSED SIDEWALK
- PROPOSED DRIVEWAY
- EXISTING ASPHALT
- EXISTING DRAINAGE STRUCTURES
- EXISTING STORMWATER PIPE
- PROPOSED SANITARY SEWER

NOTE:
MATERIALS IN SIDEWALK & DRIVEWAYS MAY CONSIST OF CONCRETE
PAVERS, CONCRETE, OR ASPHALT



TYPICAL 50' RIGHT-OF-WAY
SCALE: NTS



TYPICAL LOT
SCALE: NTS

PREVIOUS APPROVALS:
LOTS 7 & 14 (WERE PREVIOUSLY APPROVED PER BUILDING PERMIT
BR25-000479 AND BR25-000480

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1095 Jupiter Park Drive, Suite 10
Jupiter, Florida 33458

STATE OF FLORIDA
PROFESSIONAL ENGINEER
No. 74145
JAMES W. MILLS
LICENSE

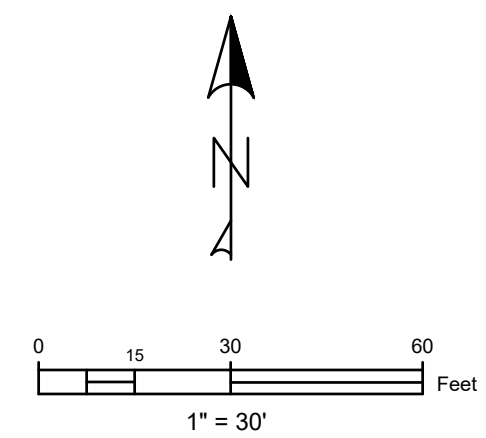
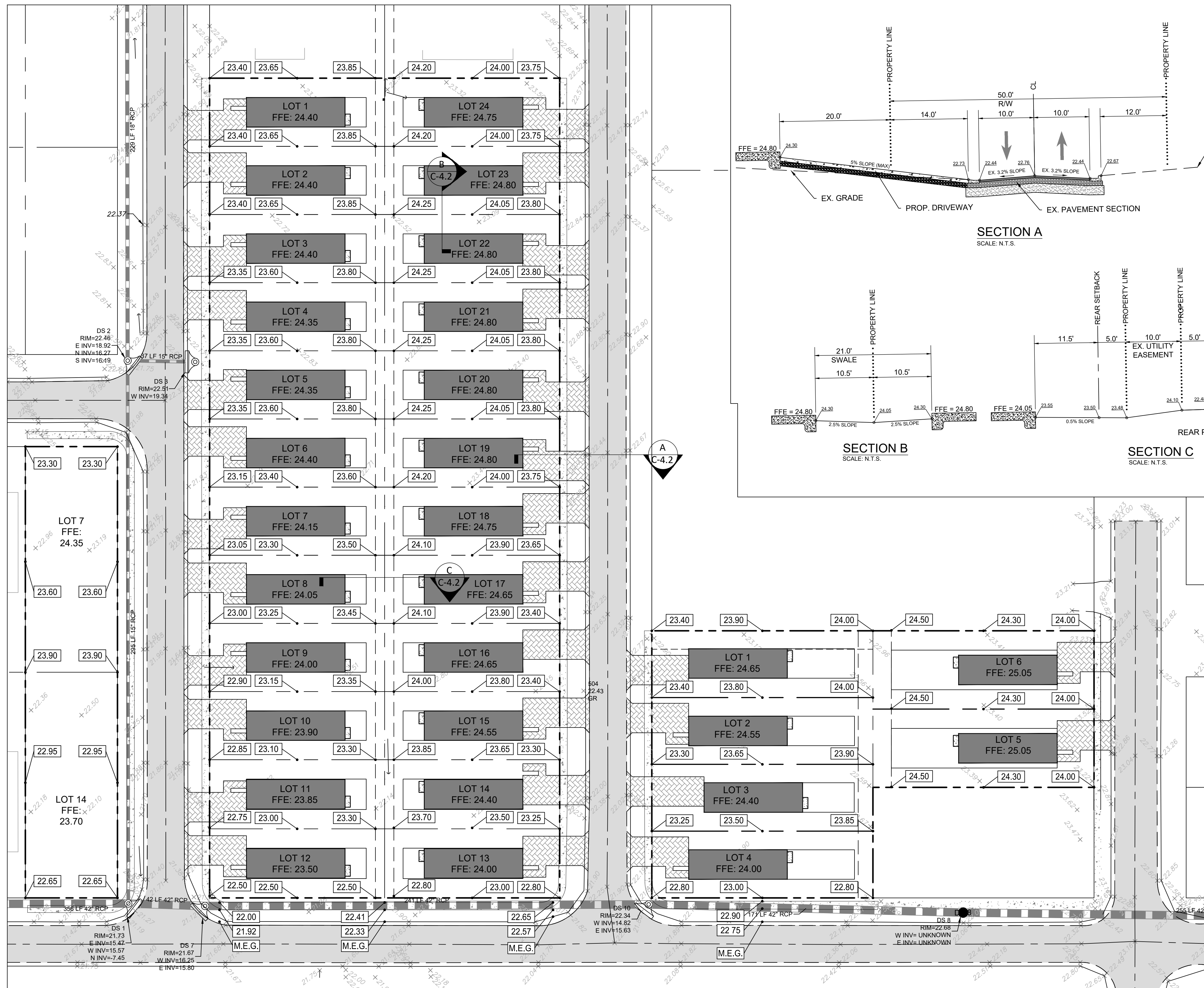
ISSUE	DATE	COMMENTS

COCOA SMALL HOMES
2805 49TH STREET
VERO BEACH, FL 32967
THIS SHEET
SITE PLAN
DRAWN BY
DCC

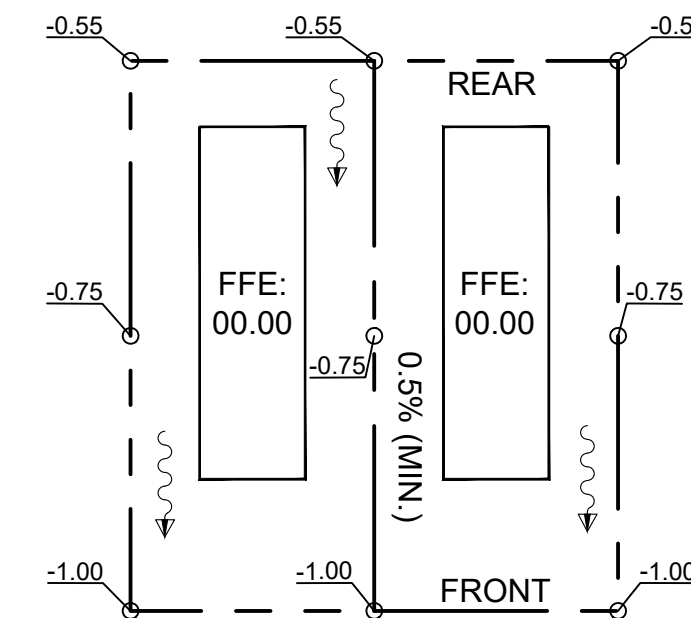
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SEE SHEET

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DATE 05-23-2025
SHEET NO.

C-2

**LEGEND:**

- PROPERTY LINE
- PROPOSED LOT LINES
- PROPOSED UTILITY/DRAINAGE EASEMENT
- PROPOSED BUILDING
- PROPOSED CONCRETE
- EXISTING ASPHALT
- ⓓ Ⓜ EXISTING DRAINAGE STRUCTURES
- EXISTING STORMWATER PIPE
- 16.80 PROPOSED SPOT ELEVATION
- EXISTING SPOT ELEVATION
- × 17.00 EXISTING TOPOGRAPHY LINE

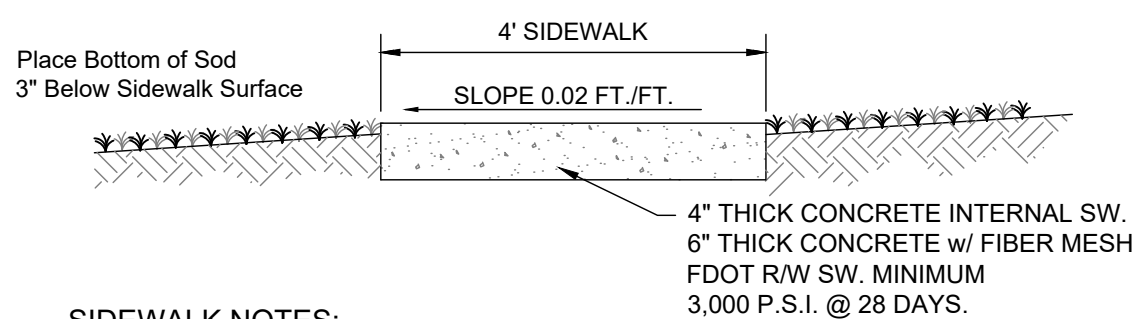


TYPICAL TYPE "A" LOT GRADING
SCALE: NTS

FLOOD ZONE:
THE SUBJECTED PROPERTY IS LOCATED IN FLOOD ZONE "X" PER F.I.R.M. PANEL NO. 12009C0426H, DATED 01/29/2021.

DRAINAGE AND GRADING NOTES:

- ELEVATIONS SHOWN HEREON ARE IN FEET, REFERENCED TO NAVD 88.
- TOPOGRAPHIC INFORMATION IS TAKEN FROM A TOPOGRAPHIC SURVEY BY LAND SURVEYORS.
- THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON THE RECORDS OF CITY OF COCOA AND THE VARIOUS APPLICABLE UTILITY COMPANIES. THE INFORMATION IS NOT TO BE RELIED ON AS EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANIES TO REQUEST EXACT FIELD LOCATION OF UTILITIES AT LEAST 72 HOURS BEFORE ANY EXCAVATION. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.
- ANY CONDITIONS NOT ALLOWING WATER TO FLOW AS SHOWN SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER OF RECORD FOR RESOLUTION.
- CONTRACTOR SHALL REVIEW PROPOSED GRADES TO ENSURE COMPATIBILITY WITH CHANGES IN ELEVATION WITHIN THE PROPOSED PLAN.
- THE STORM WATER DRAINAGE DESIGN IS INTENDED TO CONTAIN ALL REQUIRED SITE STORM WATER RUNOFF AND DISCHARGE INTO AN APPROVED STORM WATER SYSTEM. CONTRACTOR SHALL NOTIFY ENGINEER, SHOULD THE ADJACENT PROPERTY GRADES VARY FROM THOSE SHOWN ON THE PLAN AND CHANGE THE INTENT OF STORM WATER DESIGN.
- ON-SITE EXCAVATED MATERIAL TO BE USED FOR ON-SITE PURPOSES ONLY. IF MATERIAL IS TO BE HAULED OFF-SITE, MINING PERMIT MAY BE REQUIRED. CONTRACTOR TO CONTACT ENGINEER OF RECORD IF MATERIAL IS TO BE HAULED OFF-SITE.
- CONSTRUCTION SHALL COMPLY WITH ALL APPLICABLE GOVERNING CODES.
- FIELD DENSITY TESTS SHALL BE TAKEN AT INTERVALS IN ACCORDANCE WITH THE SPECIFICATIONS AND LOCAL JURISDICTIONAL AGENCY.
- CONTRACTOR SHALL ASSURE POSITIVE DRAINAGE AWAY FROM BUILDINGS FOR ALL NATURAL AND PAVED AREAS.
- ELEVATIONS SHOWN AT CURB LINE ARE EDGE OF PAVEMENT UNLESS OTHERWISE SPECIFIED.
- ALL CUT OR FILL SLOPES SHALL BE 4H:1V OR FLATTER UNLESS OTHERWISE NOTED.
- ALL SLOPES OF LAKE BANKS SHALL BE SODDED WITH FLORATAM

**SIDEWALK NOTES:**

- ALL MATERIALS AND CONSTRUCTION PROCEDURES SHALL BE IN ACCORDANCE WITH THE "SUGGESTED SPECIFICATIONS FOR CONCRETE AREAS" PREPARED BY THE PORTLAND CEMENT ASSOCIATION.
- CONTROL JOINTS SHALL BE CONSTRUCTED AT A MAXIMUM OF 8 FEET.
- AT LEAST THREE (3) COMPRESSIVE STRENGTH CYLINDER SAMPLES SHALL BE TAKEN FOR EACH 10,000 SQUARE FEET OF PAVEMENT OR FIVE (5) PER JOB, WHICHEVER IS GREATER. SLUMP SHALL BE 2 TO 4 INCHES (ASHTO T-119). COMPRESSIVE STRENGTH SHALL BE REPORTED AT 7, 14, AND 28 DAYS.
- CONSTRUCT UPON FIRM, STABILIZED GROUND, COMPACTED TO 95% MAXIMUM DRY DENSITY.
- SURFACE WITH BROOM FINISH.

SIDEWALK DETAIL
N.T.S.

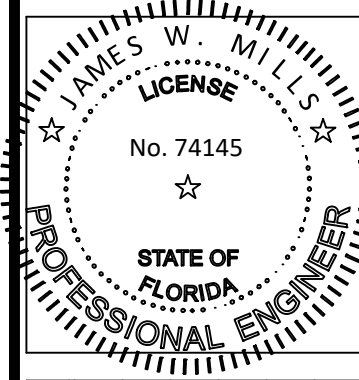
CONSTRUCTION NOTES:

- CONTRACTOR TO SAW-CUT AT ALL LOCATIONS OF REMOVAL OF EXISTING CONC. S/W, CONC. CURBS AND ASPHALT UNLESS OTHERWISE NOTED. ALL BASE AND SUBBASE MATERIAL SHALL BE REMOVED WITHIN THE PROPOSED LANDSCAPED AREA.
- CONTRACTOR TO MATCH EXIST. GRADES AND TO CONSTRUCT A SMOOTH TRANSITION FROM EXISTING FACILITIES TO PROPOSED.
- CONTRACTOR TO REMOVE ALL CONSTRUCTION DEBRIS FROM CONSTRUCTION SITE AND DISPOSE PER LOCAL ORDINANCES.
- CONTRACTOR TO ENSURE ALL CONSTRUCTION IS IN ACCORDANCE WITH COUNTY DESIGN STANDARDS.
- CONTRACTOR TO SOD ALL DISTURBED AREAS. SODDING INCLUDES MAINTAINING SLOPE AND SOD UNTIL COMPLETION AND ACCEPTANCE OF THE TOTAL PROJECT OR GROWTH IS ESTABLISHED WHICHEVER COMES LAST.
- ALL EXISTING TRAFFIC SIGNS DISTURBED DURING CONSTRUCTION SHALL BE REINSTALLED WHERE APPLICABLE BY THE CONTRACTOR.
- THESE PLANS REFLECT CONDITIONS KNOWN DURING PLAN DEVELOPMENT. IN THE EVENT THAT ACTUAL PHYSICAL CONDITIONS PREVENT THE APPLICATION OF THESE STANDARDS OR THE PROGRESSION OF THE WORK, THE CONTRACTOR SHALL NOTIFY THE ENGINEER PRIOR TO CONSTRUCTION OF AFFECTED AREA.
- THE CONTRACTOR SHALL PROTECT ALL EXISTING STRUCTURES, STORM DRAINS, UTILITIES, AND OTHER FACILITIES TO REMAIN AND SHALL REPAIR ANY DAMAGES DUE TO HIS/HER CONSTRUCTION ACTIVITIES AT NO ADDITIONAL COST TO THE OWNER.
- NOTIFY SUNSHINE STATE ONE CALL (1-800-432-4770) OR (811) PRIOR TO CONSTRUCTION.
- PROJECT BASED ON DESIGN SURVEY PREPARED BY OTHERS.
- THE CONTRACTOR SHALL NOT ENCRoACH ONTO PRIVATE PROPERTY WITHOUT EASEMENTS NECESSARY FOR COMPLETION OF THE WORK.

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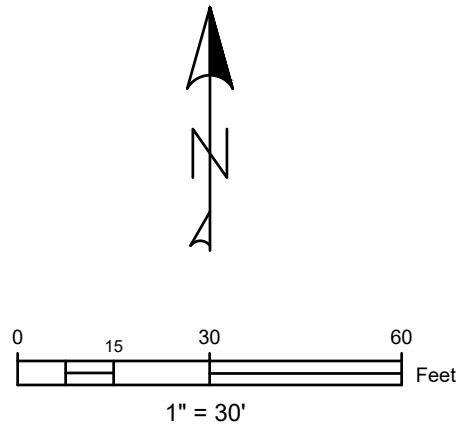
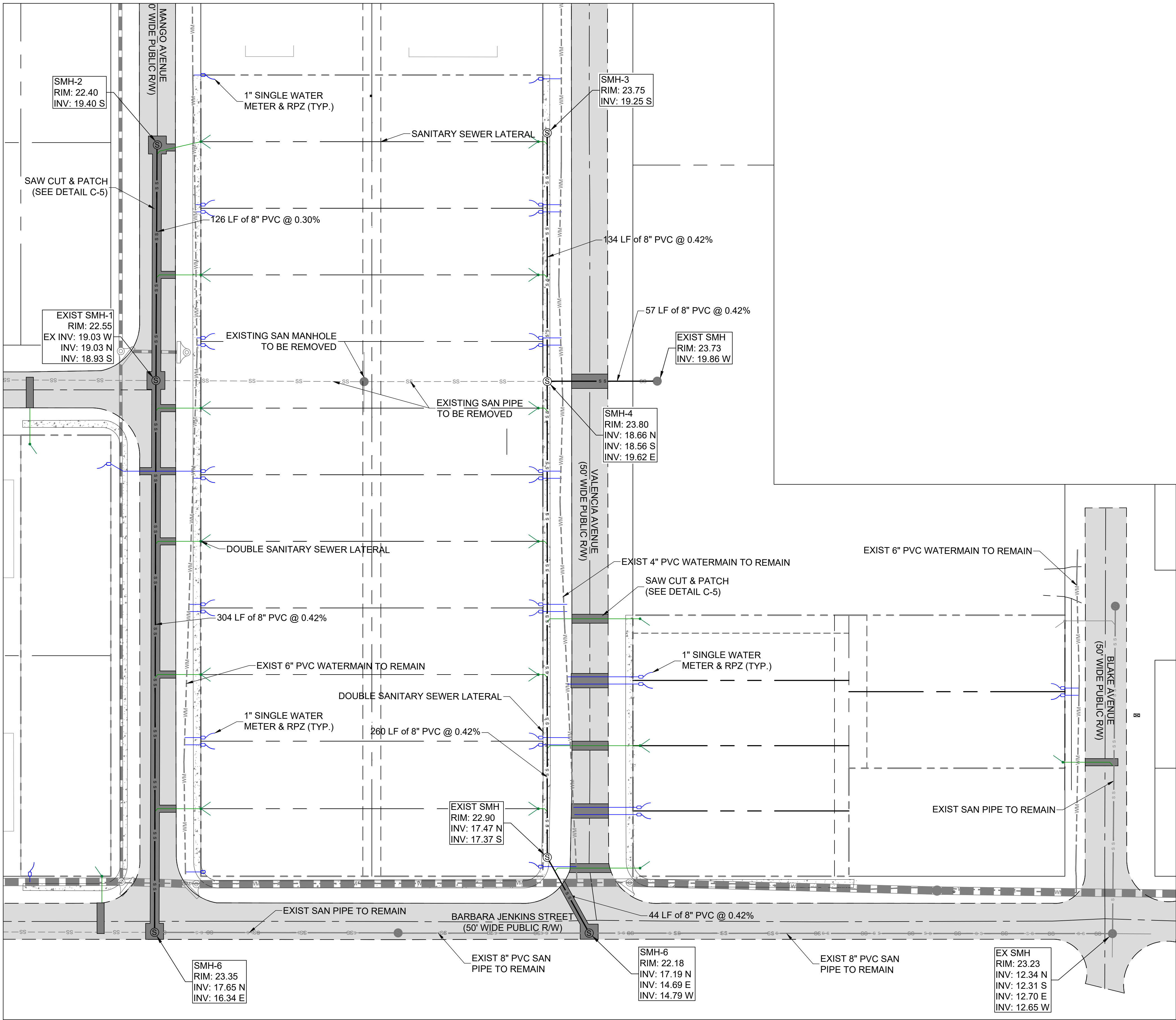
ISSUE	DATE	COMMENTS

SCALE: SEE SHEET

COCOA SMALL HOMES
2605 49TH STREET
VERO BEACH, FL 32967

PROJ. NO. 25-1090
DATE 05-23-2025
SHEET NO. C-3

C-3



LEGEND:

	PROPERTY LINE
	PROPOSED LOT LINES
	PROPOSED UTILITY/DRAINAGE EASEMENT
	PROPOSED BUILDING
	PROPOSED CONCRETE
	EXISTING ASPHALT
	PROPOSED SAWCUT AREA
	PROPOSED DRAINAGE STRUCTURES
	PROPOSED SANITARY SEWER MAIN
	EXISTING SANITARY MANHOLE
	EXISTING WATER MAIN
	EXISTING SANITARY SEWER

CONSTRUCTION NOTES:

- CONTRACTOR TO SAW-CUT AT ALL LOCATIONS OF REMOVAL OF EXISTING CONC. S/W, CONC. CURB AND ASPHALT UNLESS OTHERWISE NOTED. ALL BASE AND SUBBASE MATERIAL SHALL BE REMOVED WITHIN THE PROPOSED LANDSCAPED AREA.
- CONTRACTOR TO RE-PAVE TO MATCH EXIST. GRADES AND TO CONSTRUCT A SMOOTH TRANSITION FROM EXISTING FACILITIES TO PROPOSED.
- CONTRACTOR TO REMOVE ALL CONSTRUCTION DEBRIS FROM CONSTRUCTION SITE AND DISPOSE PER LOCAL ORDINANCES.
- CONTRACTOR TO ENSURE ALL CONSTRUCTION IS IN ACCORDANCE WITH COUNTY DESIGN STANDARDS.
- CONTRACTOR TO SOD ALL DISTURBED AREAS. SODDING INCLUDES MAINTAINING SLOPE AND SOD UNTIL COMPLETION AND ACCEPTANCE OF THE TOTAL PROJECT OR GROWTH IS ESTABLISHED WHICHEVER COMES LAST.
- ALL EXISTING TRAFFIC SIGNS DISTURBED DURING CONSTRUCTION SHALL BE REINSTALLED WHERE APPLICABLE BY THE CONTRACTOR.
- THESE PLANS REFLECT CONDITIONS KNOWN DURING PLAN DEVELOPMENT. IN THE EVENT THAT ACTUAL PHYSICAL CONDITIONS PREVENT THE APPLICATION OF THESE STANDARDS OR THE PROGRESSION OF THE WORK, THE CONTRACTOR SHALL NOTIFY THE ENGINEER PRIOR TO CONSTRUCTION OF AFFECTED AREA.
- THE CONTRACTOR SHALL PROTECT ALL EXISTING STRUCTURES, STORM DRAINS, UTILITIES, AND OTHER FACILITIES TO REMAIN AND SHALL REPAIR ANY DAMAGES DUE TO HIS/HER CONSTRUCTION ACTIVITIES AT NO ADDITIONAL COST TO THE OWNER.
- NOTIFY SUNSHINE STATE ONE CALL (1-800-432-4770) OR (811) PRIOR TO CONSTRUCTION.
- PROJECT BASED ON DESIGN SURVEY PREPARED BY OTHERS.
- THE CONTRACTOR SHALL NOT ENCROACH ONTO PRIVATE PROPERTY WITHOUT EASEMENTS NECESSARY FOR COMPLETION OF THE WORK.

FDEP UTILITY NOTES:

- VERTICAL CROSSINGS
SANITARY SEWER SYSTEMS AND/OR RECLAIMED WATER MAINS SHALL CROSS UNDER POTABLE WATER MAINS WHENEVER PHYSICALLY POSSIBLE. SANITARY SEWER SYSTEMS AND/OR RECLAIMED WATER MAINS CROSSING BELOW POTABLE WATER MAINS SHALL BE LAID TO PROVIDE A PREFERRED VERTICAL SEPARATION DISTANCE OF 12 INCHES (MINIMUM 6" FOR GRAVITY/RECLAIMED MAIN) BETWEEN THE INVERT OF THE POTABLE WATER MAIN AND THE CROWN OF THE LOWER PIPE.
- HORIZONTAL SEPARATIONS
WHEREVER IT IS PHYSICALLY POSSIBLE:
SANITARY SEWER SYSTEMS REQUIRE A PREFERRED 10-FOOT HORIZONTAL SEPARATION DISTANCE (MINIMUM 6-FOOT) OUTSIDE TO OUTSIDE OF PIPE BETWEEN ANY POTABLE WATER MAIN PARALLEL INSTALLATIONS.
RECLAIMED WATER MAINS REQUIRE A MINIMUM OF A 3 FOOT OUTSIDE TO OUTSIDE OF PIPE HORIZONTAL SEPARATION DISTANCE BETWEEN ANY POTABLE WATER MAIN AND/OR A SANITARY SEWER SYSTEM PARALLEL INSTALLATIONS.
WHEREVER EITHER ARE NOT PHYSICALLY POSSIBLE, THEN THE POTABLE WATER MAIN SHALL BE LAID AT THE MAXIMUM PHYSICAL HORIZONTAL SEPARATION DISTANCE POSSIBLE, AND EITHER LAID:
A.) IN A SEPARATE TRENCH;
B.) ON AN UNDISTURBED EARTH SHELVE; AND CONFORMING TO THE MINIMUM VERTICAL CROSSINGS IN PARAGRAPH 1).
- CONFLICTS
WHEREVER IT IS NOT POSSIBLE TO MAINTAIN THE MINIMUM STANDARDS IN 1.) AND 2.), THEN ALL PIPING MATERIAL SHALL BE DUCTILE IRON PIPE (DIP). ALL DIP SHALL BE CLASS 50 OR HIGHER. ADEQUATE PROTECTIVE MEASURES AGAINST CORROSION SHALL BE USED AS DETERMINED BY THE DESIGN AND SITE CONDITIONS. ADDITIONALLY, THE POTABLE WATER MAIN SHALL HAVE A FULL JOINT CENTERED ON THE CONFLICT AND MECHANICALLY RESTRAINED. AN ABSOLUTE MINIMUM VERTICAL SEPARATION DISTANCE OF 6 INCHES SHALL BE PROVIDED BETWEEN THE INVERT OF THE UPPER PIPE AND THE CROWN OF THE LOWER PIPE.

COCOA SMALL HOMES
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THIS SHEET
UTILITY PLAN

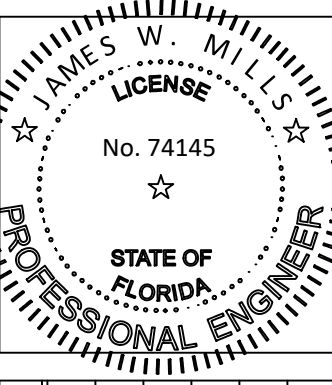
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SCALE:
SEE SHEET

ISSUE	DATE	COMMENTS

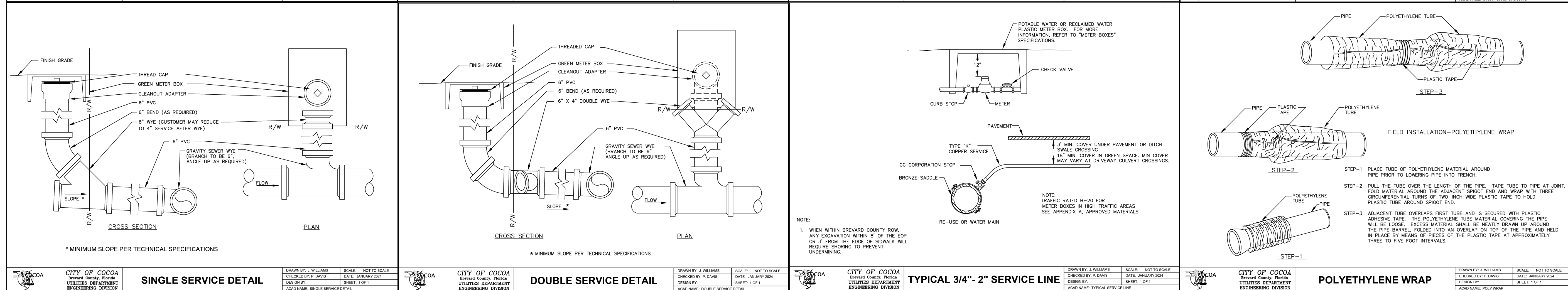


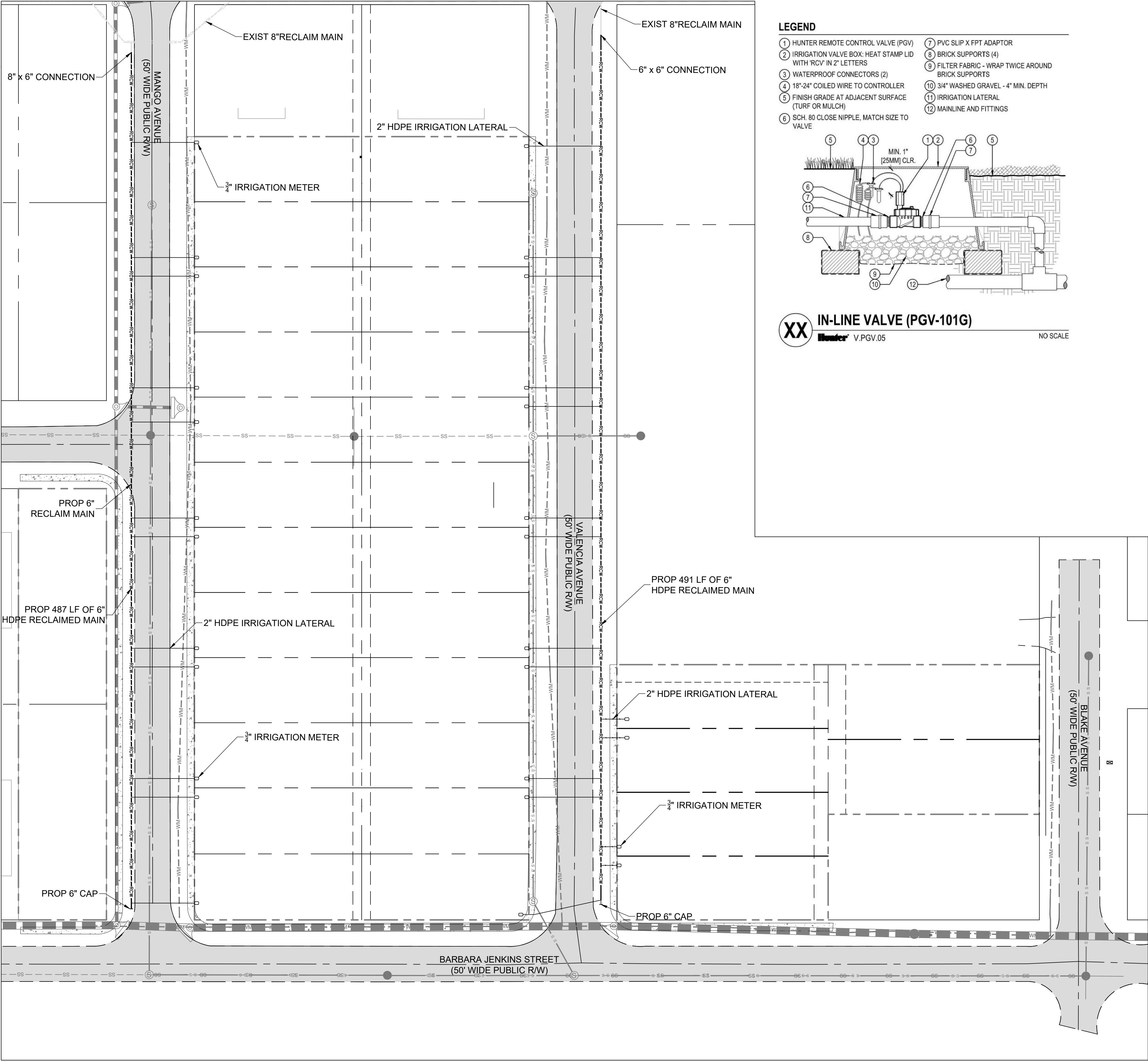
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LEGEND

- 1

HUNTER REMOTE CONTROL VALVE (PGV)
- 2

IRRIGATION VALVE BOX: HEAT STAMP LID WITH RCV IN 2" LETTERS
- 3

WATERPROOF CONNECTORS (2)
- 4

18"-24" COILED WIRE TO CONTROLLER
- 5

FINISH GRADE AT ADJACENT SURFACE (TURF OR MULCH)
- 6

SCH. 80 CLOSE NIPPLE, MATCH SIZE TO VALVE
- 7

PVC SLIP X FPT ADAPTOR
- 8

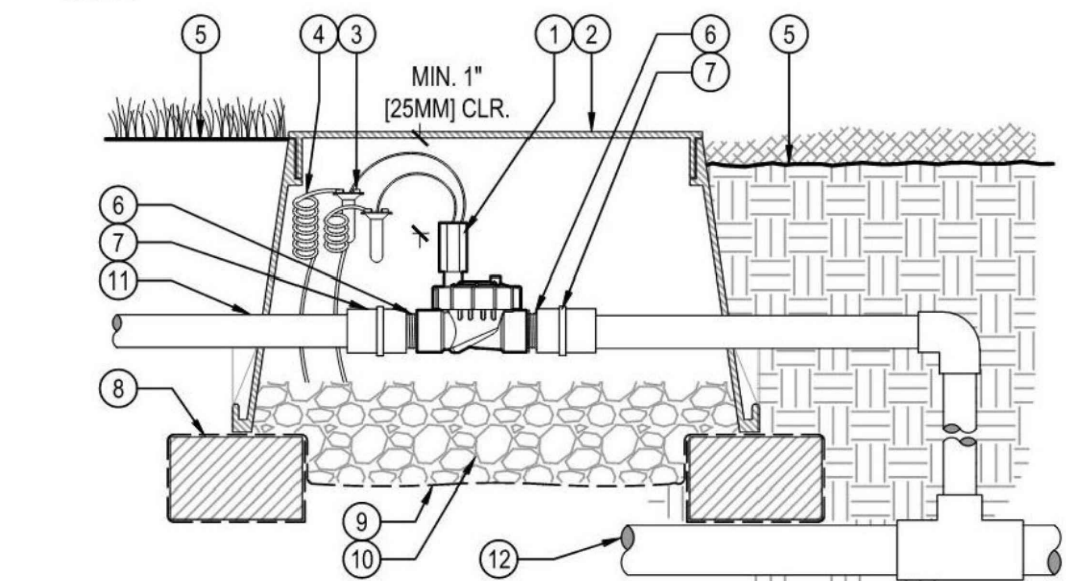
BRICK SUPPORTS (4)
- 9

FILTER FABRIC - WRAP TWICE AROUND BRICK SUPPORTS
- 10

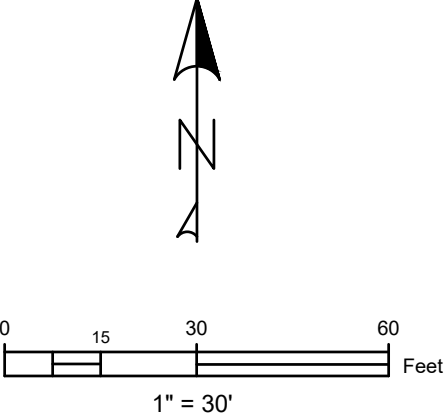
3/4" WASHED GRAVEL - 4" MIN. DEPTH
- 11

IRRIGATION LATERAL
- 12

MAINLINE AND FITTINGS



XX IN-LINE VALVE (PGV-101G)
Hunter V.PGV.05
NO SCALE



LEGEND:

- PROPERTY LINE
- PROPOSED LOT LINES
- PROPOSED UTILITY/DRAINAGE EASEMENT
- PROPOSED BUILDING
- PROPOSED CONCRETE
- EXISTING ASPHALT
- PROPOSED SAWCUT AREA
- PROPOSED DRAINAGE STRUCTURES
- PROPOSED SANITARY SEWER MAIN
- EXISTING SANITARY MANHOLE
- EXISTING WATER MAIN
- EXISTING SANITARY SEWER
- PROPOSED RECLAIMED MAIN

IRRIGATION NOTES:

GENERAL NOTES:
IRRIGATION SHALL BE INSTALLED IN ACCORDANCE WITH THE FLORIDA PLUMBING CODE APPENDIX "F", LOCAL CODES, CONTRACT DRAWINGS, AND CONTRACT SPECIFICATIONS.

IRRIGATION DESIGN ALSO BASED ON "AS-BUILT" CONDITIONS, AND INFORMATION PROVIDED BY THE CITY OF COCOA. ALL INFORMATION REGARDING EXISTING IRRIGATION SHALL BE VERIFIED ON SITE.

THIS IRRIGATION PLAN SHALL BE USED AS A GUIDE ONLY. CONTRACTOR SHALL INSTALL IRRIGATION TO MATCH LANDSCAPING, SIDEWALKS, BUILDINGS, ETC., AND TO OVERCOME THE INHERENT INACCURACIES THAT RESULT WHEN DESIGNING FROM BASE PLANS SCALED AT 1" = 30' AND 1" = 60'.

PIPING NOTES:
PIPE ROUTING IS SCHEMATIC ONLY AND SHALL BE ADJUSTED FOR ON SITE CONDITIONS.

PIPE SHALL BE INSTALLED IN ACCORDANCE WITH LOCAL CODES AND PIPE MANUFACTURER'S INSTRUCTIONS.

PIPE ROUTED UNDER HARDSCAPED AREAS SHALL BE SLEEVED IN SCH 40 PVC. EACH SLEEVE SHALL: (1) BE BURIED TO A MINIMUM DEPTH OF 18", (2) BE TWO PIPE SIZES LARGER THAN CARRIER PIPE, AND (3) EXTEND 3' BEYOND HARDSCAPED AREA ON EACH END. CONTRACTOR SHALL VERIFY THE SIZE, DEPTH, AND LOCATION OF ALL EXISTING SLEEVES.

ALL PIPE SHALL BE TYPE 1120 PVC. MAIN LINE SHALL BE SCH 40 PVC. LATERALS SIZED 3/4" AND 1" SHALL BE SDR 21, CLASS 200. LATERALS SIZED LARGER THAN 1" SHALL BE SDR 26, CLASS 160. MAIN LINE SHALL BE GASKET TYPE AND LATERALS SHALL BE SOLVENT WELD. MAIN LINE FITTINGS SHALL BE DUCTILE IRON PUSH-ON TYPE AND LATERAL PIPE FITTINGS SHALL BE SCH 40 PVC.

PIPE SIZED TO LIMIT FLOW VELOCITIES TO 5 FEET/SECOND AND TO LIMIT FRICTION LOSS IN THE PIPING NETWORK.

PIPE SHALL BE INSTALLED AT SUFFICIENT DEPTH BELOW GROUND TO PROTECT IT FROM HAZARD SUCH AS VEHICULAR TRAFFIC OR ROUTINE OCCURRENCES WHICH OCCUR IN THE NORMAL USE AND MAINTENANCE OF THE PROPERTY. DEPTHS OF COVER SHALL MEET OR EXCEED SC5 CODE 430-0D. REFER TO THE APPLICABLE DETAIL FOR ADDITIONAL INFORMATION. BACKFILL SHALL BE OF SUITABLE MATERIAL, FREE OF ROCKS, STONES, AND OTHER DEBRIS THAT WOULD DAMAGE IRRIGATION SYSTEM COMPONENTS.

GATE VALVES SHALL BE INSTALLED FOR ISOLATION. EACH VALVE SHALL BE TO LINE SIZE AND INSTALLED IN A VALVE BOX. POROUS MATERIAL SHALL BE INSTALLED PER BOX TO PROMOTE DRAINAGE.

THRUST BLOCKS SHALL BE INSTALLED AT ALL DIRECTIONAL CHANGES IN THE MAIN LINE PIPING NETWORK IN ACCORDANCE WITH THE PIPE MANUFACTURER'S RECOMMENDATIONS AND THE INSTALLATION DETAIL PROVIDED.

COCOA SMALL HOMES

2605 49TH STREET
VERO BEACH, FL 32967

THIS SHEET
IRRIGATION PLAN

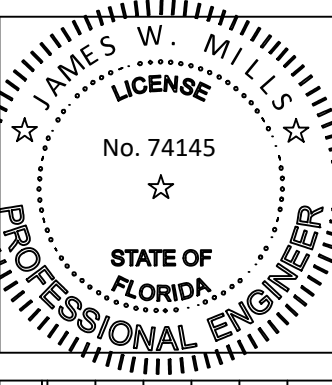
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SCALE:
SEE SHEET

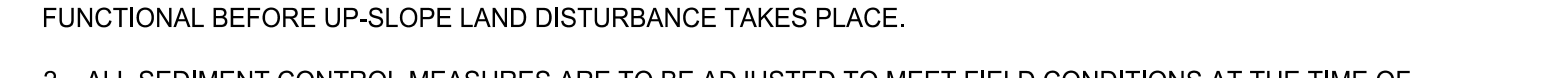
ISSUE	DATE	COMMENTS



Mills, Short & Associates
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Land Planning & Landscape Architecture

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1095 Jupiter Park Drive, Suite 10
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Vero Beach, Florida 32960



2. ALL SEDIMENT CONTROL MEASURES ARE TO BE ADJUSTED TO MEET FIELD CONDITIONS AT THE TIME OF

2. ALL SEDIMENT CONTROL MEASURES ARE TO BE ADJUSTED TO MEET FIELD CONDITIONS AT THE TIME OF

		SCALE: SEE SHEET
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COCOASMA
2605 49TH STREET
VERO BEACH, FL 32967

C-7

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3458

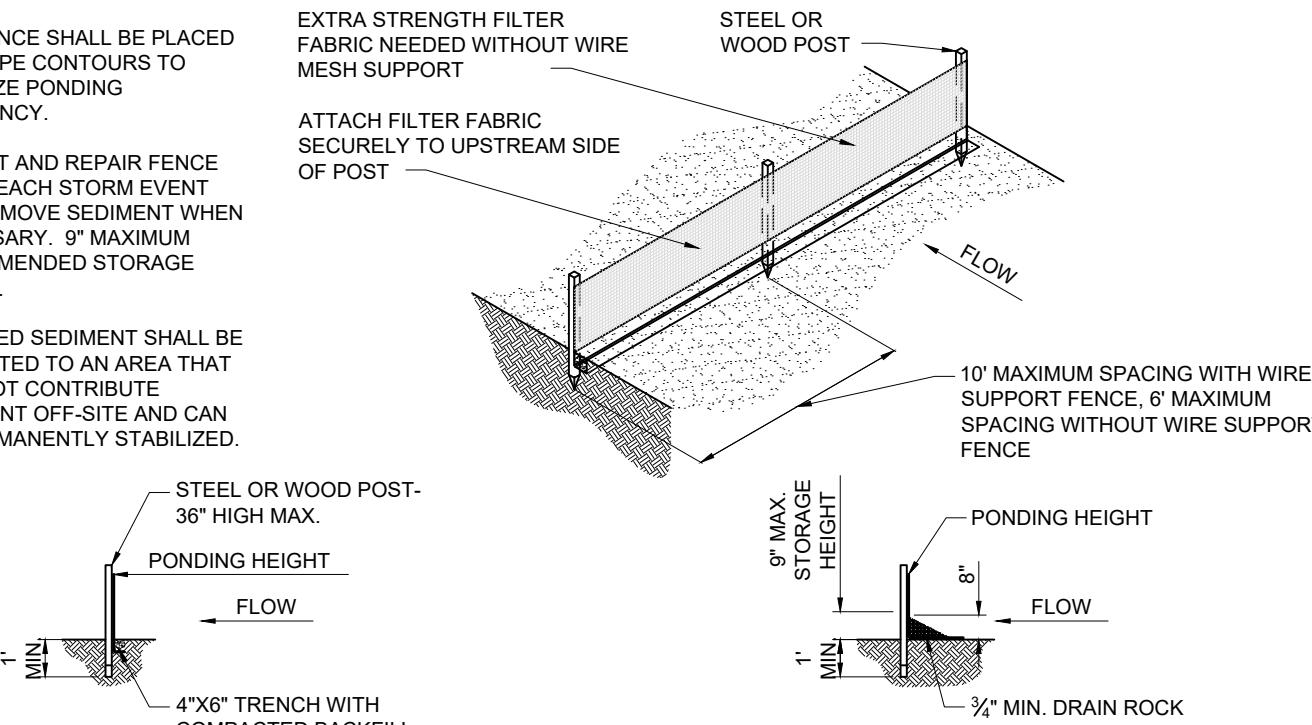
A circular professional engineer license seal for the State of Florida. The outer ring contains the text "JAMES W. MILLS" at the top and "PROFESSIONAL ENGINEER" at the bottom, separated by two stars. The inner circle contains the word "LICENSE" at the top, the number "No. 74145" in the center, and "STATE OF FLORIDA" at the bottom, also separated by two stars.

Mills, Short & Associates Civil & Structural Engineering Land Planning & Landscape Architecture	C.A. # 30698 PHONE: 772.226.7262 WEBSITE: www.MillsShortAssociates.com	Ver 2022 700 B 4458
	Suite 10 4458	2022 700 B 4458

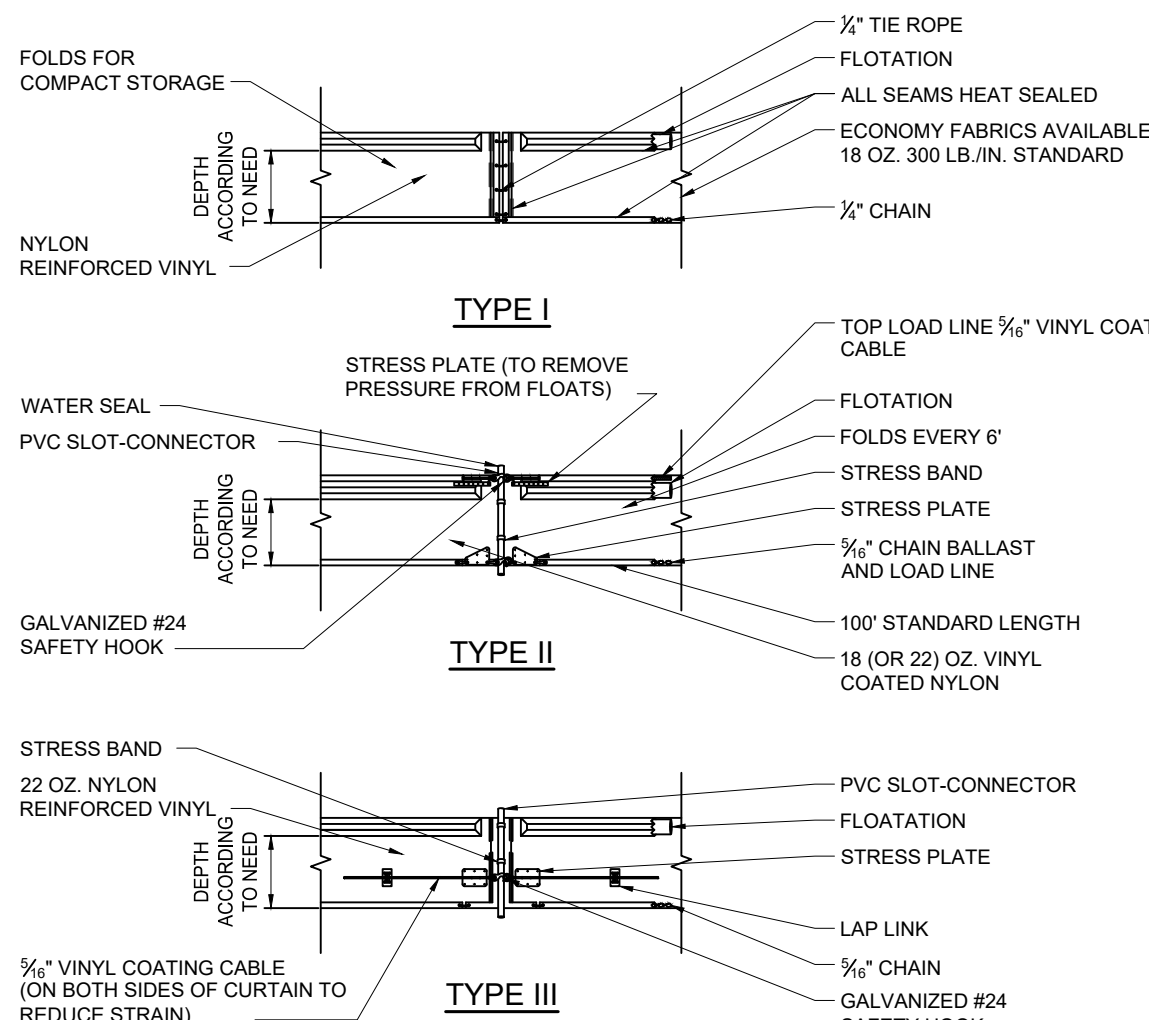
EROSION CONTROL NOTES

1. SEDIMENT BASINS AND TRAPS, PERIMETER DIKES, SEDIMENT BARRIERS AND OTHER MEASURES INTENDED TO TRAP SEDIMENT SHALL BE CONSTRUCTED AS A FIRST STEP IN ANY LAND DISTURBING ACTIVITY AND SHALL BE MADE FUNCTIONAL BEFORE UP-SLOPE LAND DISTURBANCE TAKES PLACE.
2. ALL SEDIMENT CONTROL MEASURES ARE TO BE ADJUSTED TO MEET FIELD CONDITIONS AT THE TIME OF CONSTRUCTION AND BE CONSTRUCTED PRIOR TO ANY GRADING OR DISTURBANCE OF EXISTING SURFACE MATERIAL ON BALANCE OF SITE. PERIMETER SEDIMENT BARRIERS SHALL BE CONSTRUCTED TO PREVENT SEDIMENT OR TRASH FROM FLOWING OR FLOATING ON TO ADJACENT PROPERTIES.
3. PERMANENT OR TEMPORARY SOIL STABILIZATION SHALL BE APPLIED TO DENUDED AREAS WITHIN SEVEN (7) DAYS AFTER FINAL GRADE IS REACHED ON ANY PORTION OF THE SITE. TEMPORARY SOIL STABILIZATION SHALL BE APPLIED WITHIN SEVEN (7) DAYS TO DENUDED AREAS THAT MAY NOT BE AT FINAL GRADE BUT WILL REMAIN UNDISTURBED FOR LONGER THAN 30 DAYS. PERMANENT STABILIZATION SHALL BE APPLIED TO AREAS THAT ARE TO BE LEFT UNDISTURBED FOR MORE THAN ONE YEAR.
4. DURING CONSTRUCTION OF THE PROJECT, SOIL STOCK PILES SHALL BE STABILIZED, COVERED OR CONTAINED WITH SEDIMENT TRAPPING MEASURES. THE APPLICANT IS RESPONSIBLE FOR THE TEMPORARY PROTECTION AND PERMANENT STABILIZATION OF ALL SOIL STOCKPILES ON SITE AS WELL AS SOIL INTENTIONALLY TRANSPORTED FROM THE PROJECT SITE.
5. A PERMANENT VEGETATIVE COVER SHALL BE ESTABLISHED ON DENUDED AREAS NOT OTHERWISE PERMANENTLY STABILIZED.
6. AFTER ANY SIGNIFICANT RAINFALL, SEDIMENT CONTROL STRUCTURES WILL BE INSPECTED FOR INTEGRITY. ANY DAMAGED DEVICES SHALL BE CORRECTED IMMEDIATELY.
7. CONCENTRATED RUNOFF SHALL NOT FLOW DOWN CUT OR FILL SLOPES UNLESS CONTAINED WITHIN AN ADEQUATE TEMPORARY OR PERMANENT CHANNEL, FLUME, SLOPE DRAIN STRUCTURE OR APPROVED CONTROL.
8. SEDIMENT WILL BE PREVENTED FROM ENTERING ANY STORM WATER SYSTEM, DITCH OR CHANNEL. ALL STORM WATER INLETS THAT ARE MADE OPERABLE DURING CONSTRUCTION SHALL BE PROTECTED SO THAT SEDIMENT-LADEN WATER CANNOT ENTER THE CONVEYANCE SYSTEM WITHOUT FIRST BEING FILTERED OR OTHERWISE TREATED TO REMOVE SEDIMENT.
9. WHEN WORK IN A LIVE WATERCOURSE IS PERFORMED, PRECAUTIONS SHALL BE TAKEN TO MINIMIZE ENCROACHMENT, CONTROL SEDIMENT TRANSPORT AND STABILIZE THE WORK AREA TO THE GREATEST EXTENT POSSIBLE DURING CONSTRUCTION.
10. PERIODIC INSPECTION AND MAINTENANCE OF ALL SEDIMENT CONTROL STRUCTURES MUST BE PROVIDED TO ENSURE INTENDED PURPOSE IS ACCOMPLISHED. THE DEVELOPER, OWNER AND/OR CONTRACTOR SHALL BE CONTINUALLY RESPONSIBLE FOR ALL SEDIMENT CONTROLS. SEDIMENT CONTROL MEASURES SHALL BE IN WORKING CONDITION AT THE END OF EACH WORKING DAY.
11. WHERE CONSTRUCTION VEHICLE ACCESS ROUTES INTERSECT PAVED PUBLIC ROADS, PROVISIONS SHALL BE MADE TO MINIMIZE THE TRANSPORT OF SEDIMENT BY TRACKING ONTO THE PAVED SURFACE. WHERE SEDIMENT IS TRANSPORTED ONTO A PUBLIC ROAD SURFACE WITH CURBS AND GUTTERS, THE ROAD SHALL BE CLEANED THOROUGHLY AT THE END OF EACH DAY. SEDIMENT SHALL BE REMOVED FROM THE ROADS BY SHOVELING OR SWEEPING AND TRANSPORTED TO A SEDIMENT CONTROL DISPOSAL AREA. STREET WASHING SHALL BE ALLOWED ONLY AFTER SEDIMENT IS REMOVED IN THIS MANNER. THIS PROVISION SHALL APPLY TO INDIVIDUAL SUBDIVISION LOTS AS WELL AS TO LARGER LAND DISTURBING ACTIVITIES.
12. ALL TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES SHALL BE REMOVED WITHIN 30 DAYS AFTER FINAL SITE STABILIZATION OR AFTER THE TEMPORARY MEASURES ARE NO LONGER NEEDED.
13. PROPERTIES AND WATERWAYS DOWNSTREAM FROM CONSTRUCTION SITES SHALL BE PROTECTED FROM SEDIMENT DEPOSITION AND EROSION AT ALL TIMES DURING CONSTRUCTION.
14. EROSION CONTROL DESIGN AND CONSTRUCTION SHALL FOLLOW THE REQUIREMENTS IN INDEX NUMBERS 101, 102 AND 103 OF F.D.O.T. ROADWAY AND TRAFFIC DESIGN STANDARDS AND COUNTY PERMITS.
15. CONTRACTOR IS RESPONSIBLE FOR ALL SURFACE WATER DISCHARGES, RAINFALL RUN OFF OR DEWATERING ACTIVITIES.
16. CONTRACTOR MUST INCORPORATE ALL BMP'S NECESSARY TO MEET OR EXCEED STATE WATER QUALITY AND SWPPP REQUIREMENTS.
17. THE POLLUTION PREVENTION PLAN IS A MINIMUM GUIDELINE ONLY. ADDITIONAL BMP'S MAY BE NECESSARY AT CONTRACTOR'S EXPENSE.
18. NOI TO BE POSTED ON SITE.
19. DEWATERING ACTIVITIES:
 - A - DISCHARGE MUST NOT EXCEED STATE WATER QUALITY STANDARDS.
 - B - CONTRACTOR MUST HAVE A TRANSFERABLE SURJMD CONSUMPTIVE USE PERMIT KNOWN AS A "NOTICED GENERAL PERMIT FOR SHORT TERM CONSTRUCTION DE-WATERING".
 - C - NO HYDRAULIC PUMPS MAY BE USED FOR DEWATERING UNLESS APPROVED BY THE WATER MANAGEMENT DISTRICT FOR THAT AREA.
 - D - NO TURBID DISCHARGE. TURBIDITY READINGS ARE REQUIRED ONCE A WEEK AND MUST BE REPORTED TO THE PROJECT ENGINEER.

- NOTES:
1. SILT FENCE SHALL BE PLACED ON SLOPE CONTOURS TO MAXIMIZE PONDING EFFICIENCY.
 2. INSPECT AND REPAIR FENCE AFTER EACH STORM EVENT AND REMOVE SEDIMENT WHEN NECESSARY. 9" MAXIMUM RECOMMENDED STORAGE HEIGHT.
 3. REMOVED SEDIMENT SHALL BE DEPOSITED TO AN AREA THAT WILL NOT CONTRIBUTE SEDIMENT OFF-SITE AND CAN BE PERMANENTLY STABILIZED.



TYPE IV SILT FENCE-N.T.S.

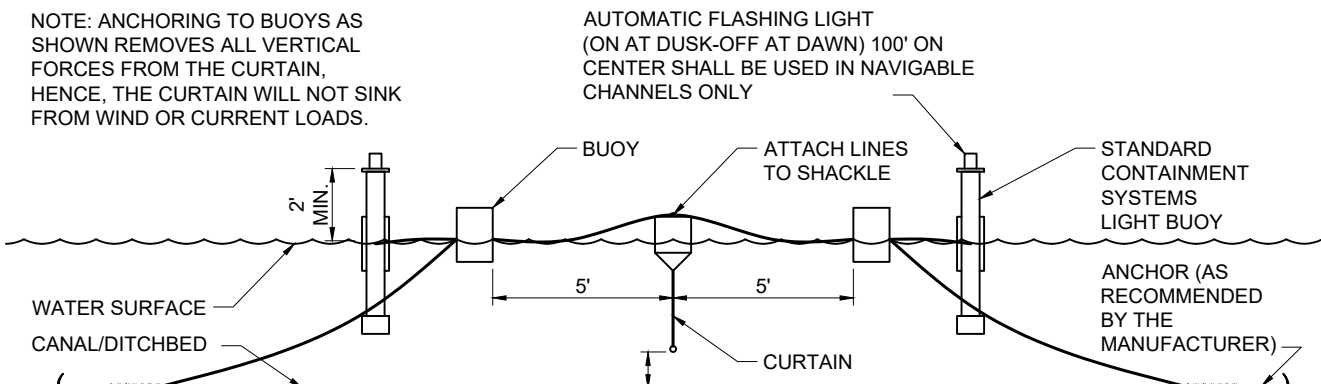


TYPE 1 DOT FOR WATERS WITH LOW CURRENTS (NO MORE THAN ONE FOOT PER SECOND) AND LIGHT WINDS. LAKES, PONDS, SMALL STREAMS, MARSHES. FLEXIBLE TOP FLOTATION SECTION WITH ENCAPSULATED EPS FOAM FLOTATION LOGS (6'X6'X4').

TYPE 2 DOT FOR HIGHER CURRENT WATERS (UP TO FIVE FEET PER SECOND); DEEPER LAKES, STREAMS, INTERCOASTAL AND TIDAL AREAS. INCLUDES AN ENCAPSULATED STEEL LOAD CABLE ALONG TOP OF BARRIER AND 6'X6'X4' FLOTATION LOGS. WEAR STRESS POINTS ARE REINFORCED WITH SHIELDS.

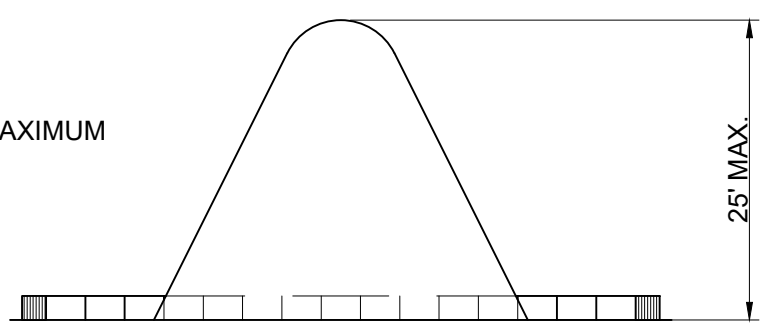
TYPE 3 DOT IS SIMILAR TO TYPE 2 DOT EXCEPT THAT POLYPROPYLENE FILTER FABRIC IS PERMANENTLY INSERTED INTO THE BARRIER SKIRT TO MEET SOME STATE'S SPECIFICATIONS.

BLOW-UP OF SHACKLE CONNECTION

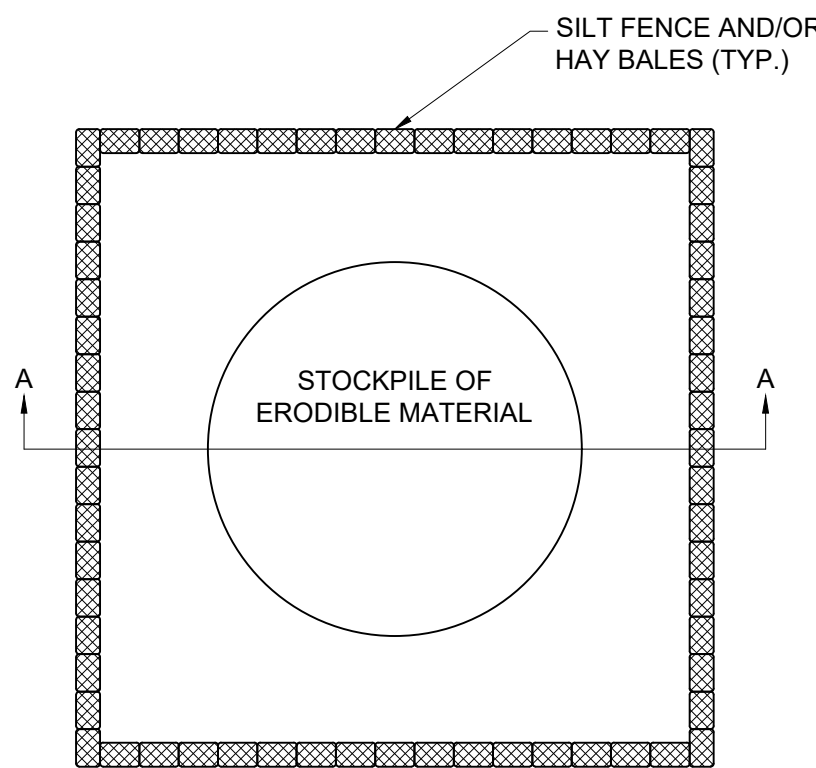


ORIENTATION WHEN INSTALLED (TIDAL SITUATION-TYPE III)-N.T.S.

NOTE: ALL STOCKPILES SHALL BE A MAXIMUM OF 25' HIGH.



SECTION A-A



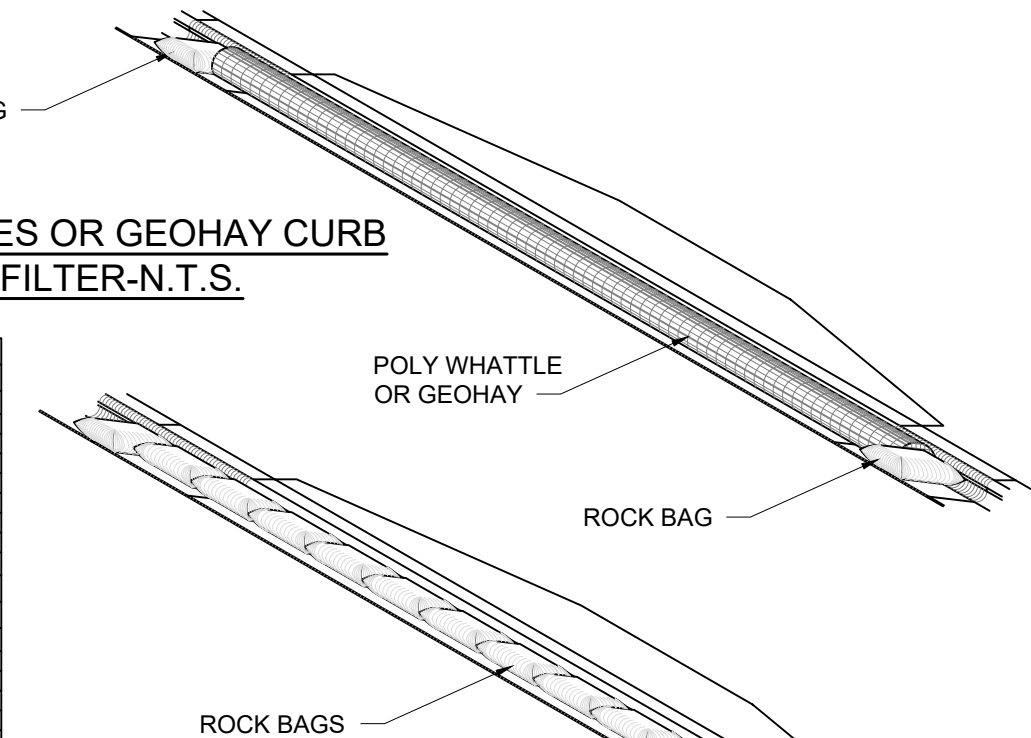
NOTE: FOR STOCKPILING ERODIBLE MATERIAL FOR EXTENDED PERIODS, THE AREA SHALL BE SEEDED AND MULCHED.

SEDIMENT CONTROL DETAIL FOR STOCKPILING OF ERODIBLE MATERIAL-N.T.S.

PROPERTIES	TEST METHOD	UNITS
GRAB TENSILE STRENGTH	ASTM D-4832	300 LBS.
GRAB TENSILE ELONGATION	ASTM D-4832	20%
PUNCTURE	ASTM D-4833	130 LBS.
MULLEN BURST	ASTM D-3786	800 P.F.F.I.
TRAPEZOID TEAR	ASTM D-4833	150 LBS.
UV RESISTANCE	ASTM D-4355	60%
APPEARANT OPENING SIZE	ASTM D-4751	40 US SEIVE
FLOW RATE	ASTM D-4491	40 GAL. MIN./SQ. FT.
PERMEABILITY	ASTM D-4861	1.0 SEC./FT.

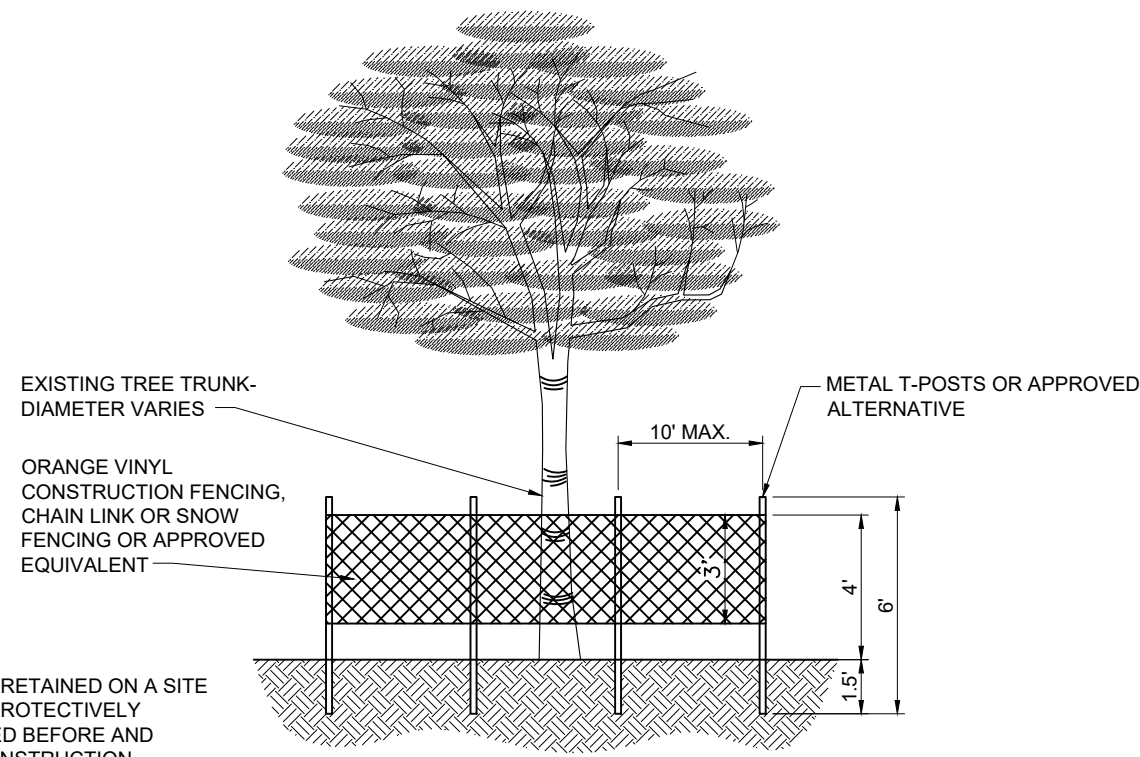
PROPERTIES	TEST METHOD	UNITS
GRAB TENSILE STRENGTH	ASTM D-4832	265 LBS.
GRAB TENSILE ELONGATION	ASTM D-4832	20%
PUNCTURE	ASTM D-4833	130 LBS.
MULLEN BURST	ASTM D-3786	400 P.F.F.I.
TRAPEZOID TEAR	ASTM D-4833	45 LBS.
UV RESISTANCE	ASTM D-4355	60%
APPEARANT OPENING SIZE	ASTM D-4751	20 US SEIVE
FLOW RATE	ASTM D-4491	200 GAL. MIN./SQ. FT.
PERMEABILITY	ASTM D-4861	1.5 SEC./FT.

POLY WHATTLES OR GEOHAY CURB INLET FILTER-N.T.S.



SOCK-PIPE OR ROCK BAG INLET FILTER-N.T.S.

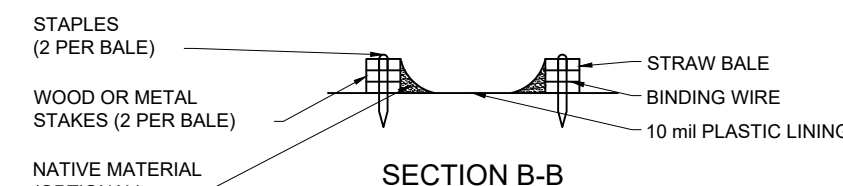
- NOTES:
1. ALL TREES RETAINED ON A SITE SHALL BE PROTECTIVELY BARRICADED BEFORE AND DURING CONSTRUCTION ACTIVITIES.
 2. UNDERGROUND UTILITY LINES SHALL BE ROUTED AROUND EXISTING TREES TO THE OUTSIDE OF THE DRIPLINE WHERE ABLE.
 3. INSTALLATION OF FENCES AND WALLS SHALL TAKE INTO CONSIDERATION THE ROOT SYSTEMS OF EXISTING TREES.
 4. FENCE/BARRICADE SHALL BE INSTALLED AT PERIMETER OF ALL TREES OR GROUP OF TREES TO BE PRESERVED. FENCE SHALL BE MAINTAINED DURING CONSTRUCTION.
 5. DO NOT PARK HEAVY EQUIPMENT ON TREE ROOTS. DO NOT ADD FILL 4" TO 6" AROUND TREE. ALL WORK WITHIN THE CRZ MUST BE DONE BY HAND.
 6. TREES 10" OR LESS REQUIRE A MINIMUM PROTECTION DISTANCE OF 5' FROM BASE OF TRUNK.
 7. TREES 10" OR MORE REQUIRE A MINIMUM PROTECTION DISTANCE OF 10' FROM BASE OF TRUNK.



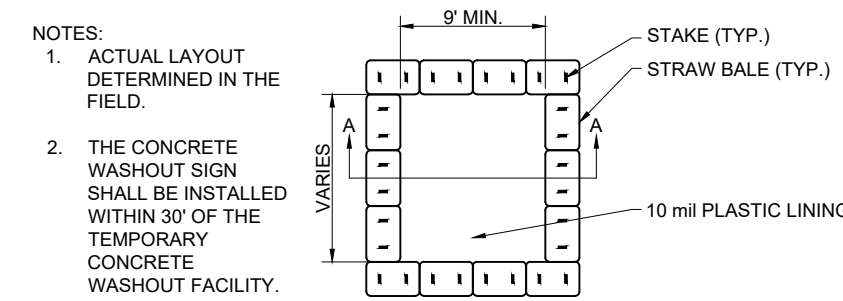
ELEVATION

PLAN

PROTECTIVE FENCING FOR TREES-N.T.S.

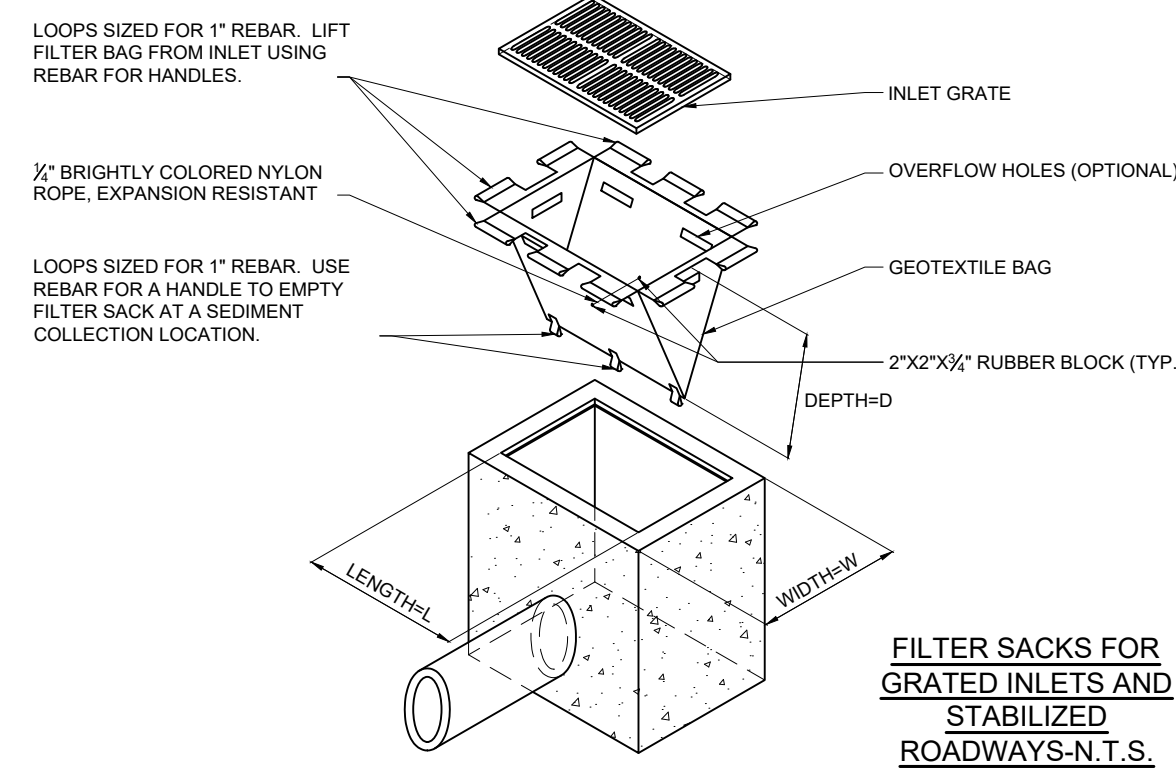


SECTION B-B

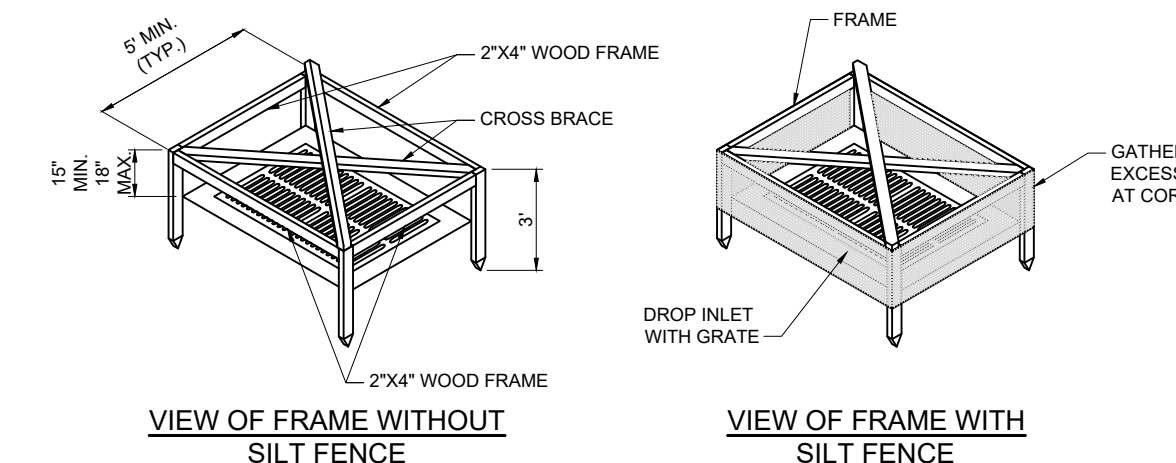


PLAN TYPE "ABOVE GRADE" WITH STRAW BALES

CONCRETE & STUCCO WASTE MANAGEMENT-N.T.S.



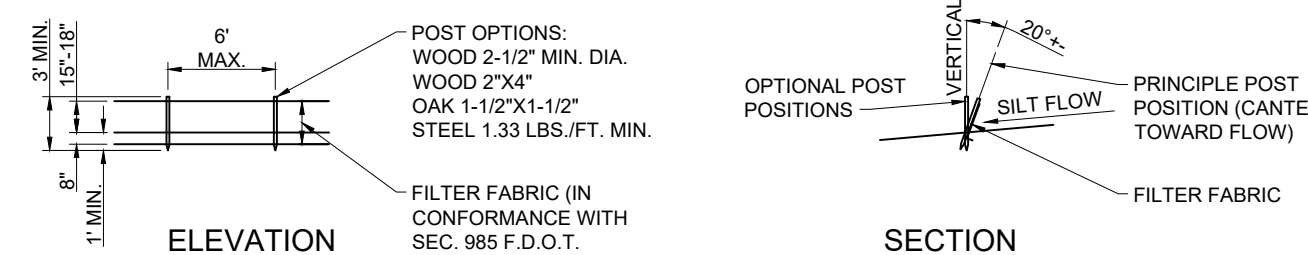
FILTER SACKS FOR GRATED INLETS AND STABILIZED ROADWAYS-N.T.S.



VIEW OF FRAME WITHOUT SILT FENCE

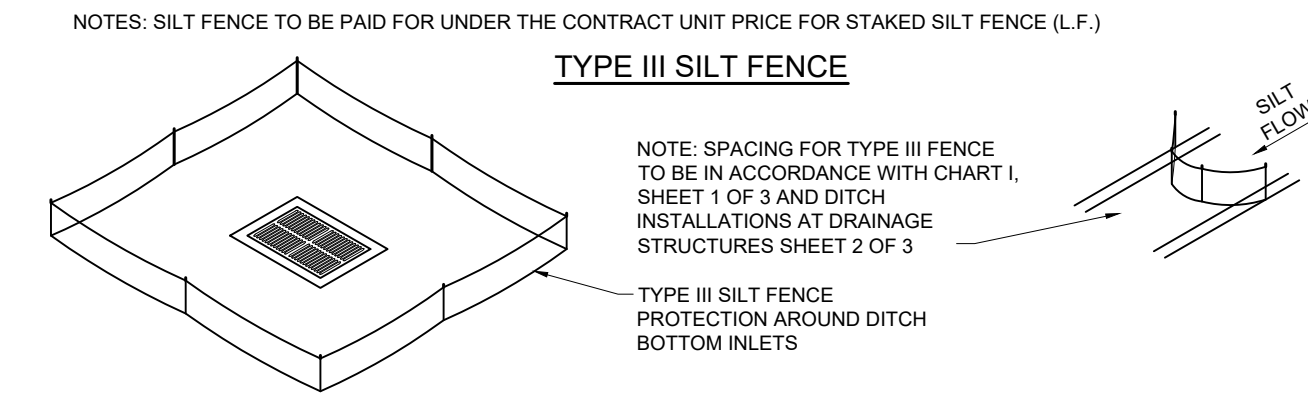
VIEW OF FRAME WITH SILT FENCE

SILT FENCE INLET PROTECTION-N.T.S.



ELEVATION

SECTION



TYPE III SILT FENCE

DO NOT DEPLOY IN A MANNER THAT SILT FENCES WILL ACT AS A DAM ACROSS PERMANENT FLOWING WATERCOURSES. SILT FENCES ARE TO BE USED AT UPLAND LOCATIONS AND TURBIDITY BARRIERS USED AT PERMANENT BODIES OF WATER.

SILT FENCE APPLICATIONS-N.T.S.

Cocoa Small Homes
2605 49TH STREET
VERO BEACH, FL 32967

Mills, Short & Associates
Civil & Structural Engineering
Land Planning & Landscape Architecture

PROJ. NO. 25-1090
DATE 05-23-2025
SHEET NO. C-8

THIS SHEET
STORMWATER POLLUTION PREVENTION DETAILS
DRAWN BY DCC
CHECKED BY
APPROVED BY
SCALE: SEE SHEET

VERO BEACH OFFICE
700 22ND PLACE, SUITE 202D
VERO BEACH, FLORIDA 32960
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STATE OF FLORIDA
PROFESSIONAL ENGINEER
No. 74145
JAMES W. MILLS
LICENSE

COMMENTS
DATE
ISSUE

FIRE FLOW CALCULATIONS

For

Micheal C. Blake – Cocoa Small Homes

City of Cocoa

Brevard County, Florida

November 2025

Mills, Short & Associates

700 22nd Place, Suite 2C & 2D

Vero Beach, FL 32960

772.226.7282

Certificate of Authorization No.: 30698

J. Wesley Mills, P.E. FL # 74145

TABLE OF CONTENTS

- I. Utility Site Plan
- II. Fire Flow Calculations
- III. Fire Hydrant Flow Test Results

Project Name: Cocoa Small Homes
Location: City of Cocoa, Brevard County
Operating Entity: Lennar & City of Cocoa Utility Department
Project Area: 2.57+/- acres
Project Land Use: Single Family Residential Units

I. Project Description

This project proposes the development of a 30 single family residential units, as well as necessary infrastructure and utilities. The proposed project is located at Micheal C. Blake Subdivision at the intersections of Mango Ave/Velencia Ave/Blake Ave and Barbara Jenkins Street in the City of Cocoa, Florida (refer to Appendix A).

II. Fire Flow Conditions

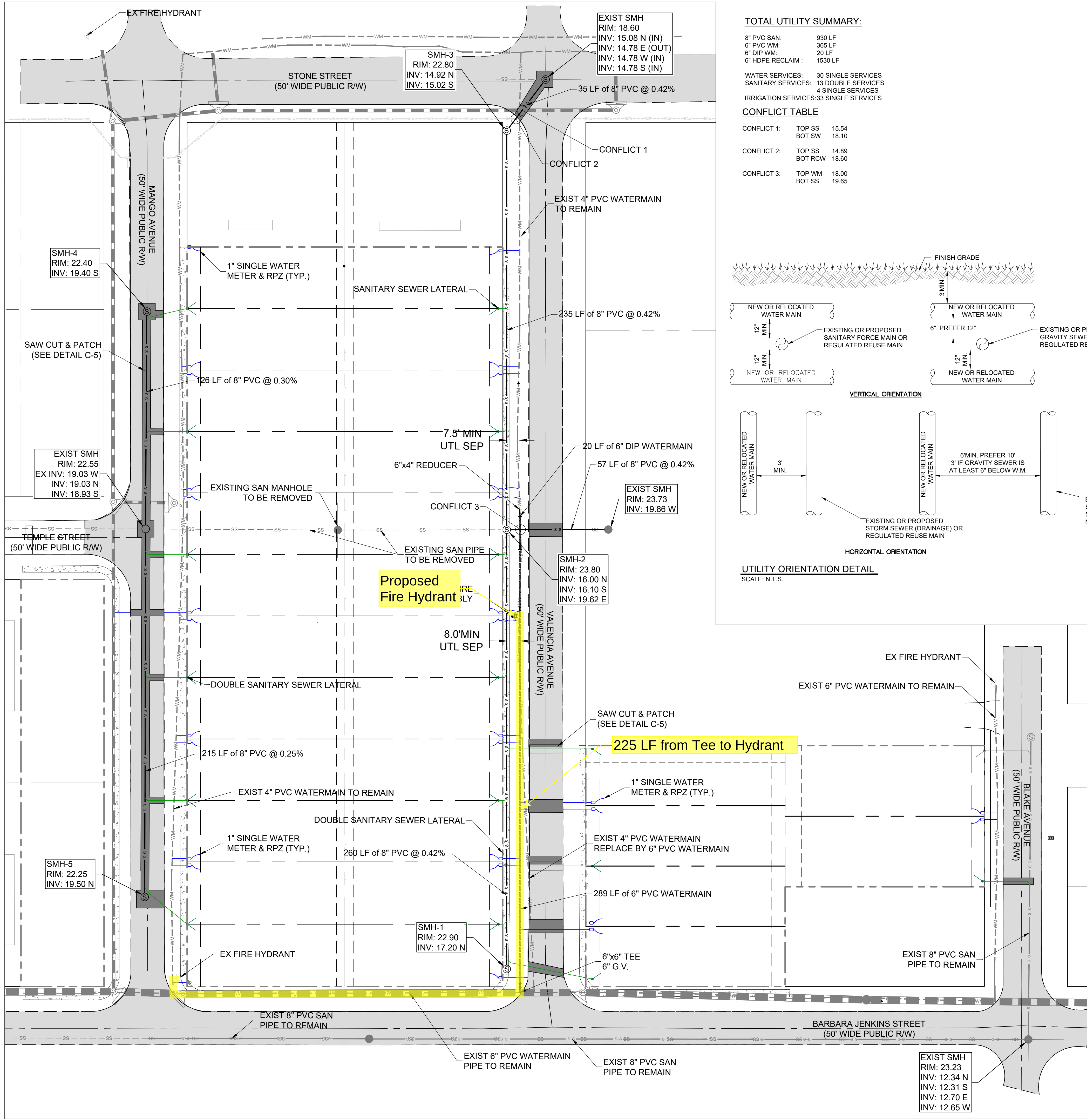
The City Cocoa Utility Department preformed a requested fire hydrant flow test on September 2, 2025 (refer to Appendix C). Per the test information provided the Static Pressure was measured at 64 PSI, Residual Pressure was measured at 62 PSI This information was used to determine if adequate flow and pressure will be available at the base of the fire riser.

III. Fire Flow Calculations

Fire flow was calculated using the Hydrant flow test data provided by the City Cocoa Utilities, the proposed design information and existing survey information. The calculations confirm that the required flow rate 1,500 GPM and pressure 60 PSI are attainable, the calculated flow rate at the required pressure is 1,500 GPM and the calculated pressure at the required flow rate is 60 PSI (refer to Appendix B).

IV. Design Assumptions

The calculations fire flow is based on one single feed/main from the fire hydrant to the proposed hydrant. The system will have multiple connections to the municipal system therefore this is a very conservative analysis.

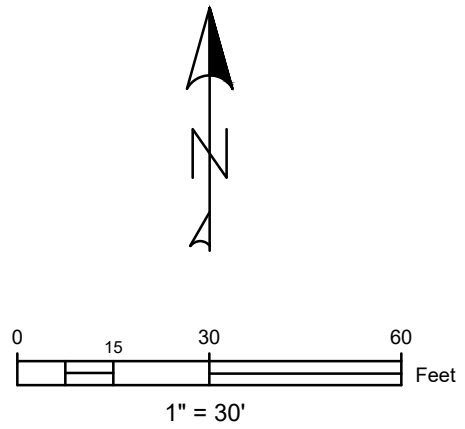
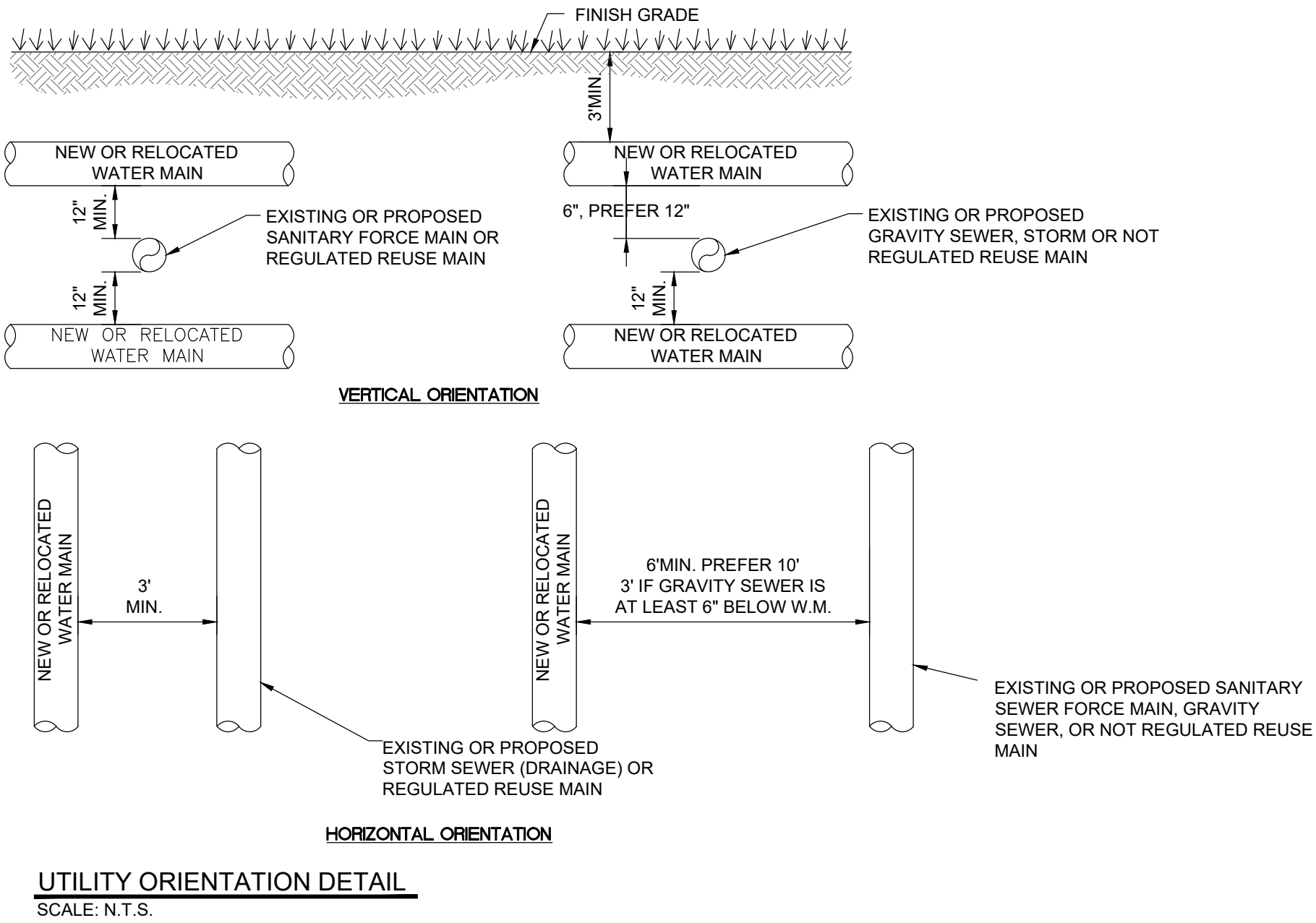


TOTAL UTILITY SUMMARY:

8" PVC SAN:	930 LF
6" PVC WM:	365 LF
6" DIP WM:	20 LF
6" HDPE RECLAIM :	1530 LF
WATER SERVICES:	30 SINGLE SERVICES
SANITARY SERVICES:	13 DOUBLE SERVICES
IRRIGATION SERVICES:	4 SINGLE SERVICES
	33 SINGLE SERVICES

CONFLICT TABLE

CONFLICT 1:	TOP SS	15.54
	BOT SW	18.10
CONFLICT 2:	TOP SS	14.89
	BOT RCW	18.60
CONFLICT 3:	TOP WM	18.00
	BOT SS	19.65



LEGEND:

	PROPERTY LINE
	PROPOSED LOT LINES
	PROPOSED UTILITY/DRAINAGE EASEMENT
	PROPOSED BUILDING
	PROPOSED CONCRETE
	EXISTING ASPHALT
	PROPOSED SAWCUT AREA
	PROPOSED DRAINAGE STRUCTURES
	PROPOSED SANITARY SEWER MAIN
	EXISTING SANITARY MANHOLE
	EXISTING WATER MAIN
	EXISTING SANITARY SEWER

CONSTRUCTION NOTES:

- CONTRACTOR TO SAW-CUT AT ALL LOCATIONS OF REMOVAL OF EXISTING CONC. S/W, CONC. CURB AND ASPHALT UNLESS OTHERWISE NOTED. ALL BASE AND SUBBASE MATERIAL SHALL BE REMOVED WITHIN THE PROPOSED LANDSCAPED AREA.
- CONTRACTOR TO RE-PAVE TO MATCH EXIST. GRADES AND TO CONSTRUCT A SMOOTH TRANSITION FROM EXISTING FACILITIES TO PROPOSED.
- CONTRACTOR TO REMOVE ALL CONSTRUCTION DEBRIS FROM CONSTRUCTION SITE AND DISPOSE PER LOCAL ORDINANCES.
- CONTRACTOR TO ENSURE ALL CONSTRUCTION IS IN ACCORDANCE WITH COUNTY DESIGN STANDARDS.
- CONTRACTOR TO SOD ALL DISTURBED AREAS. SODDING INCLUDES MAINTAINING SLOPE AND SOD UNTIL COMPLETION AND ACCEPTANCE OF THE TOTAL PROJECT OR GROWTH IS ESTABLISHED WHICHEVER COMES LAST.
- ALL EXISTING TRAFFIC SIGNS DISTURBED DURING CONSTRUCTION SHALL BE REINSTALLED WHERE APPLICABLE BY THE CONTRACTOR.
- THESE PLANS REFLECT CONDITIONS KNOWN DURING PLAN DEVELOPMENT. IN THE EVENT THAT ACTUAL PHYSICAL CONDITIONS PREVENT THE APPLICATION OF THESE STANDARDS OR THE PROGRESSION OF THE WORK, THE CONTRACTOR SHALL NOTIFY THE ENGINEER PRIOR TO CONSTRUCTION OF AFFECTED AREA.
- THE CONTRACTOR SHALL PROTECT ALL EXISTING STRUCTURES, STORM DRAINS, UTILITIES, AND OTHER FACILITIES TO REMAIN AND SHALL REPAIR ANY DAMAGES DUE TO HIS/HER CONSTRUCTION ACTIVITIES AT NO ADDITIONAL COST TO THE OWNER.
- NOTIFY SUNSHINE STATE ONE CALL (1-800-432-4770) OR (811) PRIOR TO CONSTRUCTION.
- PROJECT BASED ON DESIGN SURVEY PREPARED BY OTHERS.
- THE CONTRACTOR SHALL NOT ENCR OACH ONTO PRIVATE PROPERTY WITHOUT EASEMENTS NECESSARY FOR COMPLETION OF THE WORK.

FDEP UTILITY NOTES:

- VERTICAL CROSSINGS
SANITARY SEWER SYSTEMS AND/OR RECLAIMED WATER MAINS SHALL CROSS UNDER POTABLE WATER MAINS WHENEVER PHYSICALLY POSSIBLE. SANITARY SEWER SYSTEMS AND/OR RECLAIMED WATER MAINS CROSSING BELOW POTABLE WATER MAINS SHALL BE LAID TO PROVIDE A PREFERRED VERTICAL SEPARATION DISTANCE OF 12 INCHES (MINIMUM 6" FOR GRAVITY/RECLAIMED MAIN) BETWEEN THE INVERT OF THE POTABLE WATER MAIN AND THE CROWN OF THE LOWER PIPE.
- HORIZONTAL SEPARATIONS
WHEREVER IT IS PHYSICALLY POSSIBLE:
SANITARY SEWER SYSTEMS REQUIRE A PREFERRED 10-FOOT HORIZONTAL SEPARATION DISTANCE (MINIMUM 6-FOOT) OUTSIDE TO OUTSIDE OF PIPE BETWEEN ANY POTABLE WATER MAIN PARALLEL INSTALLATIONS.
RECLAIMED WATER MAINS REQUIRE A MINIMUM OF A 3 FOOT OUTSIDE TO OUTSIDE OF PIPE HORIZONTAL SEPARATION DISTANCE BETWEEN ANY POTABLE WATER MAIN AND/OR A SANITARY SEWER SYSTEM PARALLEL INSTALLATIONS.
WHEREVER EITHER ARE NOT PHYSICALLY POSSIBLE, THEN THE POTABLE WATER MAIN SHALL BE LAID AT THE MAXIMUM PHYSICAL HORIZONTAL SEPARATION DISTANCE POSSIBLE, AND EITHER LAID:
A.) IN A SEPARATE TRENCH;
B.) ON AN UNDISTURBED EARTH SHELF; AND CONFORMING TO THE MINIMUM VERTICAL CROSSINGS IN PARAGRAPH 1).
- CONFLICTS
WHEREVER IT IS NOT POSSIBLE TO MAINTAIN THE MINIMUM STANDARDS IN 1.) AND 2.), THEN ALL PIPING MATERIAL SHALL BE DUCTILE IRON PIPE (DIP). ALL DIP SHALL BE CLASS 50 OR HIGHER. ADEQUATE PROTECTIVE MEASURES AGAINST CORROSION SHALL BE USED AS DETERMINED BY THE DESIGN AND SITE CONDITIONS. ADDITIONALLY, THE POTABLE WATER MAIN SHALL HAVE A FULL JOINT CENTERED ON THE CONFLICT AND MECHANICALLY RESTRAINED. AN ABSOLUTE MINIMUM VERTICAL SEPARATION DISTANCE OF 6 INCHES SHALL BE PROVIDED BETWEEN THE INVERT OF THE UPPER PIPE AND THE CROWN OF THE LOWER PIPE.

COCOA SMALL HOMES

2605 49TH STREET
VERO BEACH, FL 32967

THIS SHEET
UTILITY PLAN

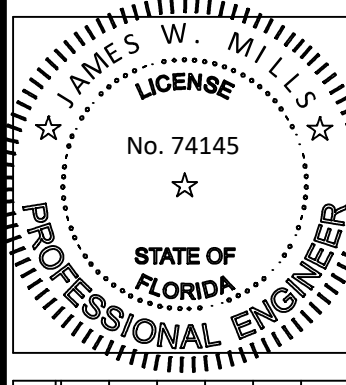
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JUPITER OFFICE
1095 Jupiter Park Drive, Suite 10
JUPITER, FL 33458

C.A. #: 30698
PHONE: 772.226.7282
WEBSITE: www.MillsShortAssociates.com

C-4

PROJ. NO. 25-1090
DATE 05-23-2025
SHEET NO.

Fire Flow Calculations

Project: Cocoa Small Homes
PN: 25-1090
Date: 06-Nov-25

Description: Fire Flow Calculations
Calc'd By: DCC
Checked By: JWM

Basis of Calculation:

This spreadsheet utilizes NFPA 1 and NFPA 101 to perform the analysis. Hydraulic calculations are required at the time of building permit application. The following table depicts the minimum fire suppression water flow required to meet these codes for the specified uses. Additional water flow may be required to supplement fire sprinkler systems or to support other hazardous uses. The Developer is responsible to meet any additional flow requirements beyond that which is within the capacity of the Utility Provider. This calculation demonstrates the residual pressure at the remote hydrant or fire line Point of Service within the project after the extension of the water main from the proximity of the flow test location to the new hydrant / fire line location. *This calculation assumes level, or nearly level terrain between the hydrants.*

Minimum Hydrant Flow Requirements (NFPA 1)			
Category	Type of Construction	Required Flow for 2 hour	
II(000)	Residential	1500	gpm

Hydraulic Calculations:

1. Pressure in Existing Water Distribution System

Static Pressure = 64.00 psi, or
 Head = 147.69 feet * Pressures provided by FPUA

Residual Pressure = 62.00 psi, or
 Head = 143.08 feet

Measured Flow = 36.00 psi, or @ 1010 GPM
 Head = 83.08 feet

Projected Maximum Flow = 5361 GPM @ 20 psi

Required Hydrant Flow = 1500 gpm @ 60 psi

2. System Friction Losses: (by equivalent feet of pipe)

b) 6-Inch System Components

Description	Amount	Units	Length / Unit	Equiv. Length
Cement Lined DIP (C=110)	0.0	LF	0.84	0.0
SDR 18 PVC Pipe (C=120)	225.0	LF	0.71	159.8
SDR 11 HDPE Pipe (C=120)	0.0	LF	0.71	0.0
90 Degree Elbows	0.0	EA	8.1	0.0
45 Degree Elbows	0.0	EA	4.0	0.0
22.5 Degree Elbows	0.0	EA	3.2	0.0
Tee w/ Branch Flow	1.0	EA	22.8	22.8
Tee w/ Thru Flow	0.0	EA	8.0	0.0
Gate Valves	2.0	EA	3.6	7.2
Hydrant Assembly	1.0	EA	250.0	250.0
Equiv. Feet of 6-Inch Pipe				439.8

d) Pipe head loss in feet varies with flow & diameter.

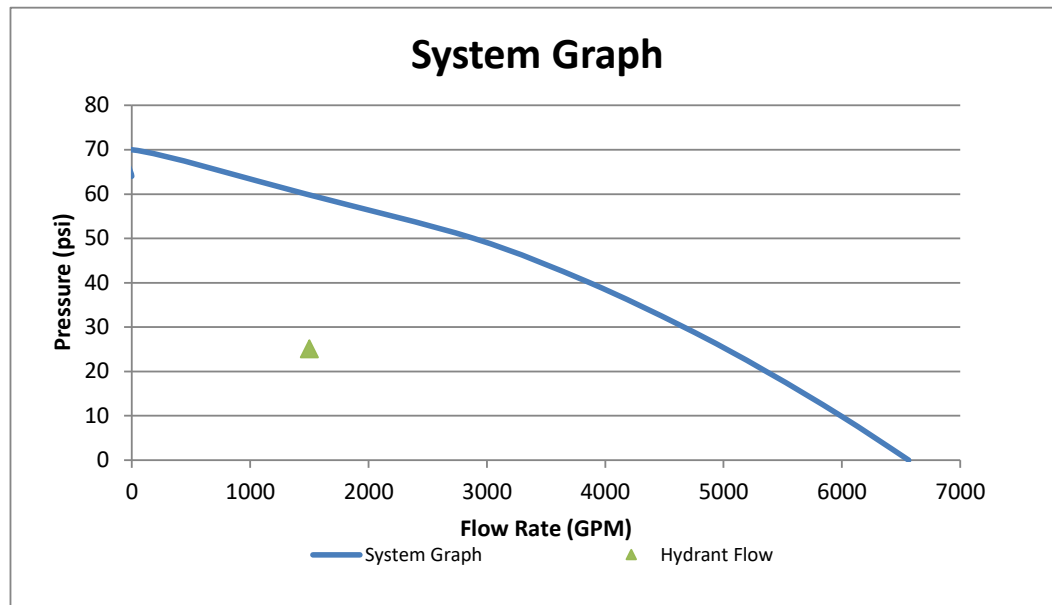
$$h_p = \frac{4.727}{D^{4.87}} \times L \times \left(\frac{Q}{C_1} \right)^{1.85}$$

Length Pipe (L) =	0.0	439.8	0.0	feet
Dia. Pipe (D) =	4.00	6.00	8.00	inches, or
	0.33	0.50	0.67	feet
Hazen & Williams C ₁ =	120.00	120.00	120.00	
Area =	0.09	0.20	0.35	square feet

3. Design Flow and Head Loss Table:

Location			4-Inch		6-Inch		8-Inch		Total	Total	Residual
	Flow (Q) (gpm)	Flow (Q) (cfs)	Vel. (V) Q/A	hp (ft.)	Vel. (V) Q/A	hp (ft.)	Vel. (V) Q/A	hp (ft.)	Headloss (ft.)	Pressure (psi)	Pressure (psi)
Hydrant	1500.00	3.34	38.3	N/A	17.0	80.7	9.6	0.0	80.7	35.0	25.0

System Graph:



REQ. DATE: 09/03/25 09/03/25 13:30:22
CREW: WFO - HYDRANT HYD
EXT. ADDR.: REF NBR: 0
SCHD START: 09/03/25 SCHD COMPLETION:
GEN. LOC.: COCOA COMP DATE: 09/03/25
REQ DEPT: Utilities Department PRIORITY: High
REQUESTOR: MELINDA KEESEE ORIGIN: INTERNAL
REQ USER: COCOMMK AUTH USER: COCOMMK WRK TYPE: ROUTINE

HYDRANTS 0207 & 0125 @ BARBARA JENKINS STREET & BLAKE AVENUE

ENTER REFERENCE/ACCT NO.? YES

Y

PRIMARY CONTACT INFORMATION

MELINDA KEESEE () () () ()

HYDRANTS 0207 & 0125 @ BARBARA JENKINS STREET & BLAKE AVENUE

CATEGORY: UT WFO MAINTENANCE OPS UTTD
TASK: HYDRANT FLOW/FLUSH FHFL READY
DEPT: Utilities Department UT
SCHD START: 09/03/25 SCHD COMPLETION: 09/03/25
CREW: WFO - HYDRANT HYD

*Residual hydrant flow**0207 and 0125*

START DATE: ____/____/____					COMPLETION DATE: ____/____/____									
START TIME: ____:____:____					COMPLETION TIME: ____:____:____									
UNIT OF PRODUCTION: _____					QUANTITY: _____									
-----LABOR-----					-----EQUIPMENT-----					-----MATERIAL-----				
DATE	EMPLOYEE	HRS	OT	NUMBER	HRS	ITEM	QTY	COST						

9/4/25	F. Rivera	1		Trk 392	1			
--------	-----------	---	--	---------	---	--	--	--

9/4/25	M. Lewis	1		Trk 391	1			
--------	----------	---	--	---------	---	--	--	--



City of Cocoa, Florida Utilities Department
Water Field Operations Division
351 Shearer Blvd. | Cocoa, FL 32922
Phone: (321) 433-8700 | Fax: (321) 433-8708

RECORDED FIRE HYDRANT FLOW INFORMATION

Hydrant Number Flowed: 0207 0125

Hydrant Location: Barbara Jenkins St Blake Ave

Recorded Static Pressure: 64 PSI 62 PSI

Recorded Residual Pressure: 62 PSI 60 PSI

Recorded Flow: 36 / 1010 PSI/GPM 32 / 950 PSI/GPM

Residual Taken From Hydrant: 0125 0207

Date of Recording: 9/4/25 Completed By: F. Rivera, M. Lewis

Flow recorded from 2.5" nozzle unless otherwise specified.

IMPORTANT NOTE: The above information is supplied for use in calculation of available fire flow. The information is an instantaneous recording and does not reflect flow and pressure variations in the City of Cocoa potable water system. A minimum of a 5 PSI safety factor will be required for approval by the City. A larger safety factor may be required due to the location of the proposed project. Should you have any questions, please call the City of Cocoa, Utilities Engineering Division at (321) 433-8704.

REQ. DATE:	09/03/25		09/03/25	13:30:22
CREW:	WFO - HYDRANT	HYD		
EXT. ADDR.:		REF NBR:	0	
SCHED START:	09/03/25	SCHED COMPLETION:		
GEN. LOC.:	COCOA	COMP DATE:		09/03/25
REQ DEPT:	Utilities Department	PRIORITY:	High	
REQUESTOR:	MELINDA KEESEE	ORIGIN:	INTERNAL	
REQ USER:	COCOMMK	AUTH USER:	COCOMMK	WRK TYPE:ROUTINE

HYDRANTS 0207 & 0125 @ BARBARA JENKINS STREET & BLAKE AVENUE

ENTER REFERENCE/ACCT NO.? YES Y

PRIMARY CONTACT INFORMATION

MELINDA KEESEE () () () ()

HYDRANTS 0207 & 0125 @ BARBARA JENKINS STREET & BLAKE AVENUE

CATEGORY:	UT WFO MAINTENANCE OPS	UTTD	
TASK:	HYDRANT FLOW/FLUSH	FHFL	READY
DEPT:	Utilities Department	UT	
SCHED START:	09/03/25	SCHED COMPLETION:	09/03/25
CREW:	WFO - HYDRANT	HYD	

Residual hydrant flow

0207 and 0125

START DATE: ____/____/____ COMPLETION DATE: ____/____/____
 START TIME: ____:____:____ COMPLETION TIME: ____:____:____
 UNIT OF PRODUCTION: _____ QUANTITY: _____
 -----LABOR----- ---EQUIPMENT--- ----- MATERIAL -----
 DATE EMPLOYEE HRS OT NUMBER HRS ITEM QTY COST

9/4/25 F. Rivera 1 Trk 392 1

9/4/25 M. Lewis 1 Trn391 1



City of Cocoa, Florida Utilities Department
Water Field Operations Division
351 Shearer Blvd. | Cocoa, FL 32922
Phone: (321) 433-8700 | Fax: (321) 433-8708

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MISCELLANEOUS RECEIPT

CITY OF COCOA
CUSTOMER SERVICE
65 STONE ST.
COCOA, FLORIDA 32922

4083

FAX # NA

DATE September 2, 2025

PHONE # (772) 475-3650

EMAIL: dcurran@millsshortassociates.com

RECEIVED FROM Mills Short & Associates

AMOUNT OF One Hundred Fifty DOLLARS

PROJECT:

HYDRANT #'S 370 Mango Ave Cocoa Hydrants 0207 & 0125

FOR	QTY					
	1	X	\$	150.00	HYD RESIDUAL FLOW TEST.....421-0000-343-39-06 FT	\$ 150.00
		X				\$ -
		X				\$ -
		X				\$ -
		X				\$ -
					TOTAL	\$ 150.00

BY: Angela Joly

NOTE: Average Turnaround Time for Flow Test results are three (3) weeks from the date of this receipt. If you have not received your results, via email, within the allotted time frame, please contact Utilities Development at 321-433-8797.

Melinda Keesee

From: Utilities Development
Sent: Tuesday, September 2, 2025 2:26 PM
To: Melinda Keesee; Indrawattie Schwartz
Subject: FW: PAID FLOW Test Cocoa Small Homes Flow Test
Attachments: 4083 Mills, Short and Associates.pdf

Good afternoon,

Please see the attached hydrant flow test receipt.

Thanks,



Utilities Development
Engineering Division
351 Shearer Blvd., Cocoa, FL 32922
(321) 433-8797
utildevelopment@cocoafl.gov

From: Angela Joly <ajoly@cocoafl.gov>
Sent: Tuesday, September 2, 2025 12:17 PM
To: Devin Curran <dcurran@millsshortassociates.com>
Cc: Utilities Development <utildevelopment@cocoafl.gov>
Subject: PAID FLOW Test Cocoa Small Homes Flow Test

Devin,

Please see attached receipt for the hydrant flow test.

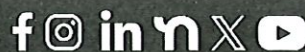
Thank you!

Angela Joly
Senior Customer Service Representative



Phone: (321) 433-8400
E-Mail: ajoly@cocoafl.gov
Address: 65 Stone Street • Cocoa, FL 32922
Website: www.CocoaFL.gov

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



Disclaimer: Florida has a very broad public records law (FS 119.01). As a result, any written communication created or received by the City of Cocoa Water Customer Service Division will be made available to the public and media, upon request, unless otherwise exempt. Under Florida Law, e-mail addresses are public record. If

From: Devin Curran <dcurran@millsshortassociates.com>
Sent: Tuesday, September 2, 2025 10:58 AM
To: Angela Joly <ajoly@cocoafl.gov>
Subject: RE: :Cocoa Small Homes Flow Test

The hydrants we would like to test are 0207 and 0125. The address is at 370 Mango Avenue.

Best Regards,

Devin C. Curran, EI
Project Engineer

700 22nd Place
Vero Beach, FL 32960
phone: (772) 226-7282
e-mail: DCurran@MillsShortAssociates.com

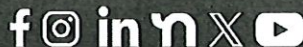
From: Angela Joly <ajoly@cocoafl.gov>
Sent: Tuesday, September 2, 2025 10:01 AM
To: Devin Curran <dcurran@millsshortassociates.com>
Cc: Angela Joly <ajoly@cocoafl.gov>
Subject: :Cocoa Small Homes Flow Test

Angela Joly
Senior Customer Service Representative



Phone: (321) 433-8400
E-Mail: ajoly@cocoafl.gov
Address: 65 Stone Street • Cocoa, FL 32922
Website: www.CocoaFL.gov

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Hello,

Thank you for contacting the City of Cocoa. We are in receipt of your request for a hydrant flow test. To select the **TWO** hydrants for your test, please click on the link below to access our Interactive Hydrant Map, accept the terms and conditions, and enter an exact address in the search box. zoom in to see the hydrants with corresponding numbers.

Please reply with the address closest to your test site and the **TWO** hydrants you wish to utilize for your test. If you have already pre-selected your hydrants, please disregard.

<https://cocoacity.maps.arcgis.com/apps/webappviewer/index.html?id=f8b0d25dcab94edc82b10b5a6b8c8f56>

The cost of the flow test is \$150.

Upon your reply with the above requested information, we will contact you for a credit card payment (\$2.99 convenience fee) or you may bring a check to the address below.

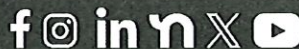
Should you have any additional questions or concerns, please feel free to contact us directly.

Angela Joly
Senior Customer Service Representative



Phone: (321) 433-8400
E-Mail: ajoly@cocoafl.gov
Address: 65 Stone Street • Cocoa, FL 32922
Website: www.CocoaFL.gov

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From: Utilities Development <utildevelopment@cocoafl.gov>
Sent: Friday, August 29, 2025 2:26 PM

To: Devin Curran <dcurran@millsshortassociates.com>

Cc: customerservice <customerservice@cocoafl.gov>

Subject: RE: Cocoa Small Homes Flow Test

Hi Devin,

Do you want the City to perform a hydrant flow test on the hydrant near you project?

For questions regarding the hydrant flow tests you can contact customer service at customerservice@cocoafl.gov or at 321-433-8400. We have Cc'd them in this email chain so that they can assist you.

Please note that in order to get the most accurate results the hydrants should be on the same water main line. Please use the City's fire hydrant locator for your reference.

Hydrant Locator Map - [City of Cocoa Maps](#) | [Cocoa, FL - Official Website \(cocoafl.gov\)](#)

Thanks,



Utilities Development

Engineering Division

351 Shearer Blvd., Cocoa, FL 32922

(321) 433-8797

utildevelopment@cocoafl.gov

From: Devin Curran <dcurran@millsshortassociates.com>

Sent: Friday, August 29, 2025 1:09 PM

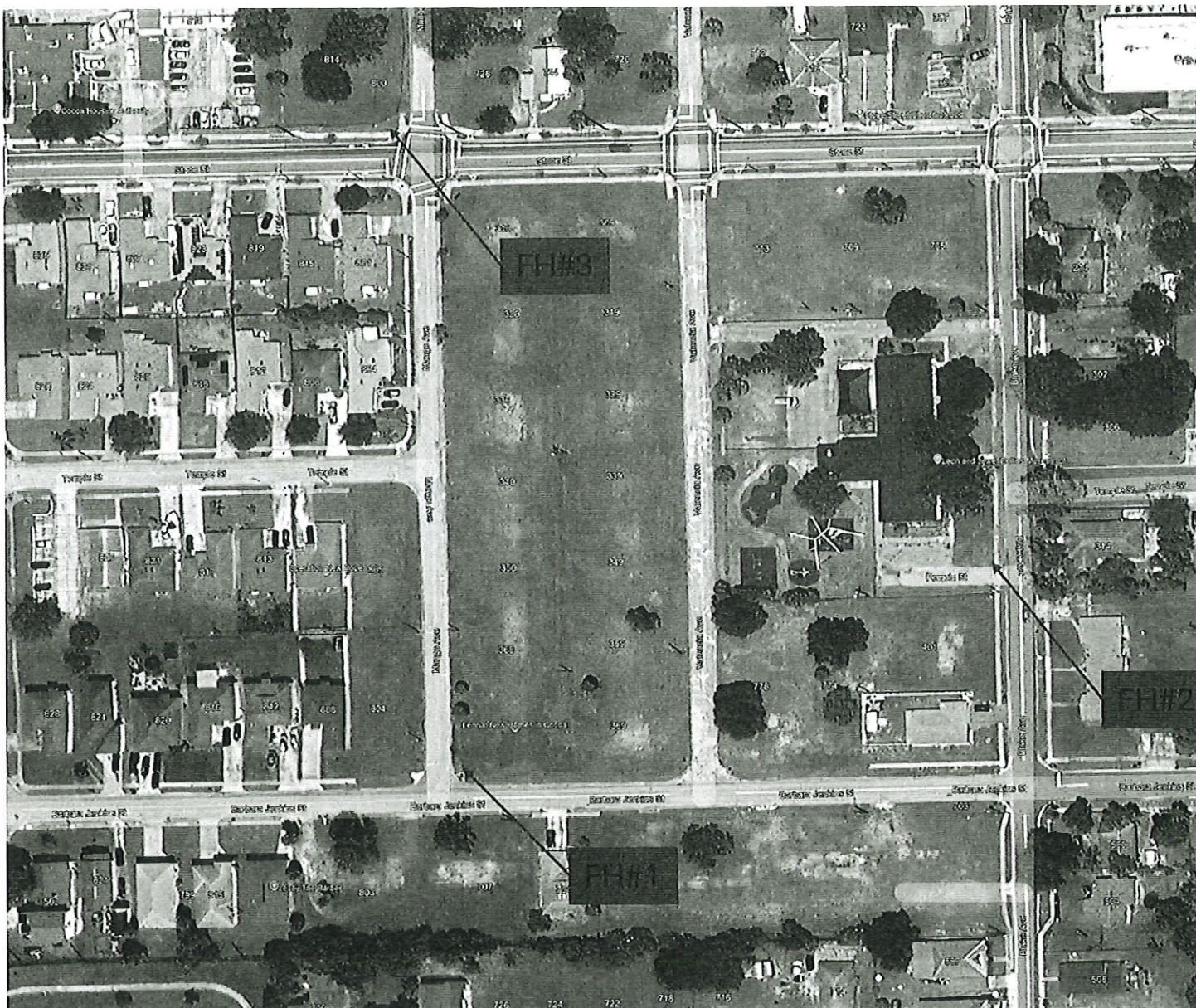
To: Utilities Development <utildevelopment@cocoafl.gov>

Subject: Cocoa Small Homes Flow Test

EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!

Hi,

I am looking to get flow data for the fire hydrant looked along my project. Our project is located between Mango Avenue and Velencia Ave. What is the process to get flow data for these hydrants below? We are not proposing new hydrants with our project.



Best Regards,

Devin C. Curran, EI
Project Engineer

Mills, Short & Associates
Civil & Structural Engineering
Land Planning & Landscape Architecture

700 22nd Place
Vero Beach, FL 32960
phone: (772) 226-7282
e-mail: DCurran@MillsShortAssociates.com

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

Water Demand Estimate and Meter Sizing Using Fixture Values

(Based on AWWA M22 Manual, Second Edition)

Project Number Cocoa Small Homes

Building address or number Barbara Jenkins St & Mango Ave/Velencia Ave

Residential or Non-Residential Residential ▼

Pressure Zone at Project 60 ▼

Fixture or Appliance	Fixture Value (at 60 psi)	Number of Fixtures	Subtotal Fixture Value
Toilet (tank)	0	0	0
Toilet (flush valve)	3	3	9
Urinal (wall or stall)	0	0	0
Urinal (flush valve)	0	0	0
Bidet	0	0	0
Shower (single head)	2	0	0
Sink (lavatory)	3	3	9
Kitchen Sink	1	0	0
Utility Sink	0	2	0
Dishwasher	1	0	0
Bathtub	1	0	0
Clothes Washer	1	0	0
Hose connections (with 50 ft of hose)			
1/2 in.	0	0	0
5/8 in.	1	0	0
3/4 in.	0	0	0
Miscellaneous			
Bedpan washers	0	0	0
Drinking fountains	2	4	8
Dental units	0	0	0
Combined Fixture Value			26
Demand (gpm)			19
Pressure Adjustment Factor			1
Total Adjusted demand (gpm)			19
Preliminary Demand Size			3/4"
Velocity (fps)			13.8
Required Meter Size			1"

Review by: Devin C. Curran, E.I.

Approved by: J. Wesley Mills, P.E.

THIS INSTRUMENT WAS PREPARED BY
AND SHOULD BE RETURNED TO:

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

(407) 425-9566

FOR RECORDING DEPARTMENT USE ONLY

CITY OF COCOA

AMENDED AND RESTATED DEVELOPMENT AGREEMENT FOR AFFORDABLE HOUSING –

MICHAEL C. BLAKE SUBDIVISION PROJECT

THIS AMENDED AND RESTATED DEVELOPMENT AGREEMENT (“Agreement”) is made and executed this 8 day of July, 2025, by and between the **CITY OF COCOA**, a Florida Municipal Corporation (“City”), whose address is 65 Stone Street, Cocoa, Florida 32922 and **LENNAR HOMES, LLC**, a Florida limited liability company (“Developer”), whose principal address is 5505 Waterford District Drive, Miami, FL 33126.

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

WHEREAS, City and Developer previously entered into a Development Agreement, dated May 13, 2025; and

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

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

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

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

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

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

3.0 Purchase and Sale Agreement.

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

timely deliver the Notice to Proceed, this Agreement shall automatically terminate. If this Agreement is terminated pursuant to this Section, the City shall be entitled to draw upon the Irrevocable Standby Letter of Credit included with the Developer's RFP Proposal, and thereafter neither party shall have any further rights or obligations hereunder.

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

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

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

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

5.0 Conceptual Development Plan. The Project shall be substantially developed in accordance with the Conceptual Development Plan which is attached hereto as **Exhibit "B"**. The Conceptual Development Plan is intended to be the general blueprint which details key aspects of the future physical development of the Property. The Conceptual Development Plan shall also serve as a necessary guide for future permit applications and permitting necessary to complete the construction of the Project. For the Michael C. Blake Lots, Developer shall have the obligation to further submit and obtain the City's approval for a preliminary plat, final plat, and final site plan/final engineering plans (collectively referred to as the "**Final Site Plan**"). These submissions must be consistent with one another, align in all material respects with the Conceptual Development Plan, and comply with the City Code or standards included in Section 8.0 below. The College Park Lots shall not be further subdivided and, therefore, shall not require the

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

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

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

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

- (A) **Income-Qualified Buyers.** The Developer agrees to income qualify, which may be conducted by a Third-Party Qualifier, all potential homebuyers to ensure the purchasers are classified as very-low, low, or moderate income persons as defined in Section 420.0004, Florida Statutes. The Developer agrees that the City may request a copy of the client file from the Third-Party Qualifier if used. Further, the Developer agrees to provide information to all potential homebuyers regarding any then-available programs through Lennar Mortgage to buy down the mortgage for a homesite.
- (B) **Affordable Purchase Price.** The Developer agrees that homes in the Project shall be affordable homes. Accordingly, no home shall be sold for a price exceeding the maximum sale price for affordable single-family homes established by the United States Department of Housing and Urban Development (HUD) at the time of sale, as published by the HUD Office of Policy Development and Research, in the HOME and Housing Trust Fund Homeownership Sales Price Limits, Palm-Bay-Melbourne-Titusville, FL MSA. In addition, the Developer shall convey all lots within the Project subject to a restrictive covenant, in a form acceptable to the City Attorney, providing that the sales price set forth herein shall remain the maximum sales price for said lots for a period of one (1) year from the date of Closing to ensure that home shall be utilized for an affordable residence for a minimum of one year.
- (C) **Landscaping, Fencing, and Playground Equipment for the Harry T. Moore Center.** Several lots in the Project adjoin the Harry T. Moore Center, and the adjoining properties require an adequate buffer to ensure compatibility. In addition, small lot sizes for the Project will likely result in little room for family amenities and play equipment. Therefore, the City agrees to prepare an enhanced landscape and decorative fence plan for the buffer and assist the Developer in selection of playground equipment for the Harry T. Moore Center; which, in the judgment of Developer, such plan shall not require the expenditure of more than one hundred and seventy-five thousand dollars (\$175,000.00) to complete. The Developer agrees that, prior to the issuance of the tenth (17th) certificate of occupancy for the Project, it shall complete or cause to be completed the enhanced landscaping, decorative fencing, and playground equipment plan prepared by the City around the Harry T. Moore Center. The construction contractor and/or the Developer shall be required to provide the City and its officials and employees with a written indemnification and hold harmless agreement in a form subject to approval of the City Attorney. Further, the construction contractor and/or the Developer must provide current certificates of worker's compensation, general liability and automobile insurance as provided in the City's Financial Operations Manual. In performing the landscaping services, the Developer, its contractors or subcontractors shall comply with all applicable federal, state and local laws, ordinances, and regulations, including without limitation providing Worker's Compensation, Unemployment Insurance and Social Security. The landscaper and/or the Developer shall be required to post a one (1) year landscape maintenance

bond or cash bond, which shall be in an amount not less than ten percent (10%) of the cost of the work, in favor of the City. The form of said bond shall be subject to approval of the City Attorney.

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

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

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

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

The Developer further shall be required to, within three months of preliminary plat approval, substantially complete all horizontal common infrastructure necessary to serve the

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

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

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

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

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

violation of state or federal law. All other applicable state or federal permits shall be obtained by the Developer, at the Developer's expense, before commencement of the development.

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

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

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

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

11.0 Conveyance of Property; Closing Terms. No sooner than the date that the Developer obtains preliminary plat and final site plan approval for the Project from the City, the Developer shall request that the City convey the Property, which shall be conveyed in a single transaction and in accordance with the terms of the PSA; provided if Developer delivers the College Park Lots Closing Notice the conveyance of the College Park Lots shall occur separately

in accordance with the PSA and shall not be dependent on Developer's receipt of preliminary plat and final site plan approval. Conveyance shall be required before the Developer commences any construction on the Project, provided Developer may commence construction on the College Park Lots upon the separate conveyance of the College Park Lots to Developer in accordance with the PSA, and shall occur under the following conditions:

(A) Notice. The Developer shall provide the City a written notice requesting conveyance of the Property (the "**Conveyance Notice**") or may also, and prior to the issuance of the Conveyance Notice, issue College Park Lots Closing Notice and the conveyance of the College Park Lots shall occur separately from the Michael C. Blake Lots in accordance with the PSA, and thereafter the Conveyance Notice shall only apply to the Michael C. Blake Lots.

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

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

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

Should the Developer issue the College Park Lots Closing Notice and proceed with closing on the College Park Lots separately from the Michael C. Blake Lots the Conditions Precedent shall continue to apply but are limited to evidence of financing and performance bonding only for improvements on the College Park Lots.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21.0 Relationship of the Parties. The relationship of the parties to this Agreement is contractual and Developer is an independent contractor and not an agent of the City. Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third persons or the public in any manner, which would indicate any such relationship with the other.

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

claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. This paragraph shall survive termination of this Agreement.

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

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

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

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

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

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

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

action as a result of a default under this Agreement, the City party shall first provide the Developer with written notice of said default. Upon receipt of said notice, the Developer shall be provided a sixty (60) day opportunity in which to cure the default to the reasonable satisfaction of the City prior to filing said action.

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

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

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

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

COVID-19 (other than the City's own acts, if the City is claiming the benefit of this Section 32.0), injunction or other court proceedings beyond the control of such party, or severe adverse weather conditions, including hurricanes ("Force Majeure Event"), then, notwithstanding any provision of this Agreement to the contrary, that failure shall not constitute a default under this Agreement and any Time Period proscribed hereunder shall be extended by the amount of time that such party was unable to perform solely due to the Force Majeure Event. The extended time period shall be agreed to in writing by the parties and said agreement shall not be unreasonably withheld by either party. The City Manager shall have the authority to grant an extended Time Period. An extension of any Time Period for reasons of a Force Majeure Event shall be requested solely as provided in this Section. Developer hereby waives and relinquishes the right to notify the City of the intent to exercise the tolling and extension of any permit related to the Project, including any Time Periods under this Agreement, development orders, and building permits, available under Section 252.363, Florida Statutes, as the result of a declaration of a state of emergency issued by the Governor for a natural emergency.

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

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

For the City:

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

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

For Developer:

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

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

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

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

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

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

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

[Signature]
Signature of Witness
Breanna Earley
Printed Name of Witness

65 Stone St, Cocoa, FL 32922
Address of Witness

[Signature]
Signature of Witness
Devin Fritts
Printed Name of Witness

65 Stone St. Cocoa, FL 32922
Address of Witness

CITY OF COCOA

By: [Signature]
Stockton Whitten, City Manager

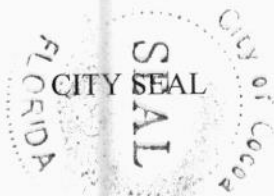
Date: 7/8/25

ATTEST:

By: [Signature]
Monica Arsenault, City Clerk

APPROVED AS TO FORM AND LEGALITY

By: [Signature]
Anthony A. Garganese, City Attorney



STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of (☒) physical presence or (☐) online notarization, this 8 day of July, 2025, by Stockton Whitten, the City Manager of the City of Cocoa, a Florida municipal corporation, on behalf of the corporation, who is personally known to me or produced _____ as identification.

(NOTARY SEAL)



MONICA ARSENAULT
Commission # HH 498592
Expires June 16, 2028

[Signature]
(Notary Public Signature)
Monica Arsenault
(Print Name)
Notary Public, State of Florida
Commission No.: HH 498592
My Commission Expires: 6-16-28

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

[Signature]
Signature of Witness
AINA POLANDER
Printed Name of Witness
3931 RCA BLVD, STE 3105
PALM BEACH GARDENS, FL 33410
Address of Witness

[Signature]
Signature of Witness
RAFAEL NELSON
Printed Name of Witness
3931 RCA BLVD, STE 3105
PALM BEACH GARDENS, FL 33410
Address of Witness

LENNAR HOMES, LLC

[Signature]
Print name and title: Michael Meyers, Vice President

Date: 7/29/25

STATE OF FL
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of (X) physical presence or () online notarization, this 29 day of July, 2025, by Michael Meyers, the Vice President of Lennar Homes, LLC, a Florida limited liability company, on behalf of the corporation, who is personally known to me or produced _____ as identification.

[Signature]



HALEY M. NORA
Commission # HH 651641
Expires April 19, 2029

(NOTARY SEAL)



HALEY M. NORA
Commission # HH 651641
Expires April 19, 2029

(Notary Public Signature)

(Print Name)

Notary Public, State of FL
Commission No.: HH 651641
My Commission Expires: 4/19/29

**EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY**

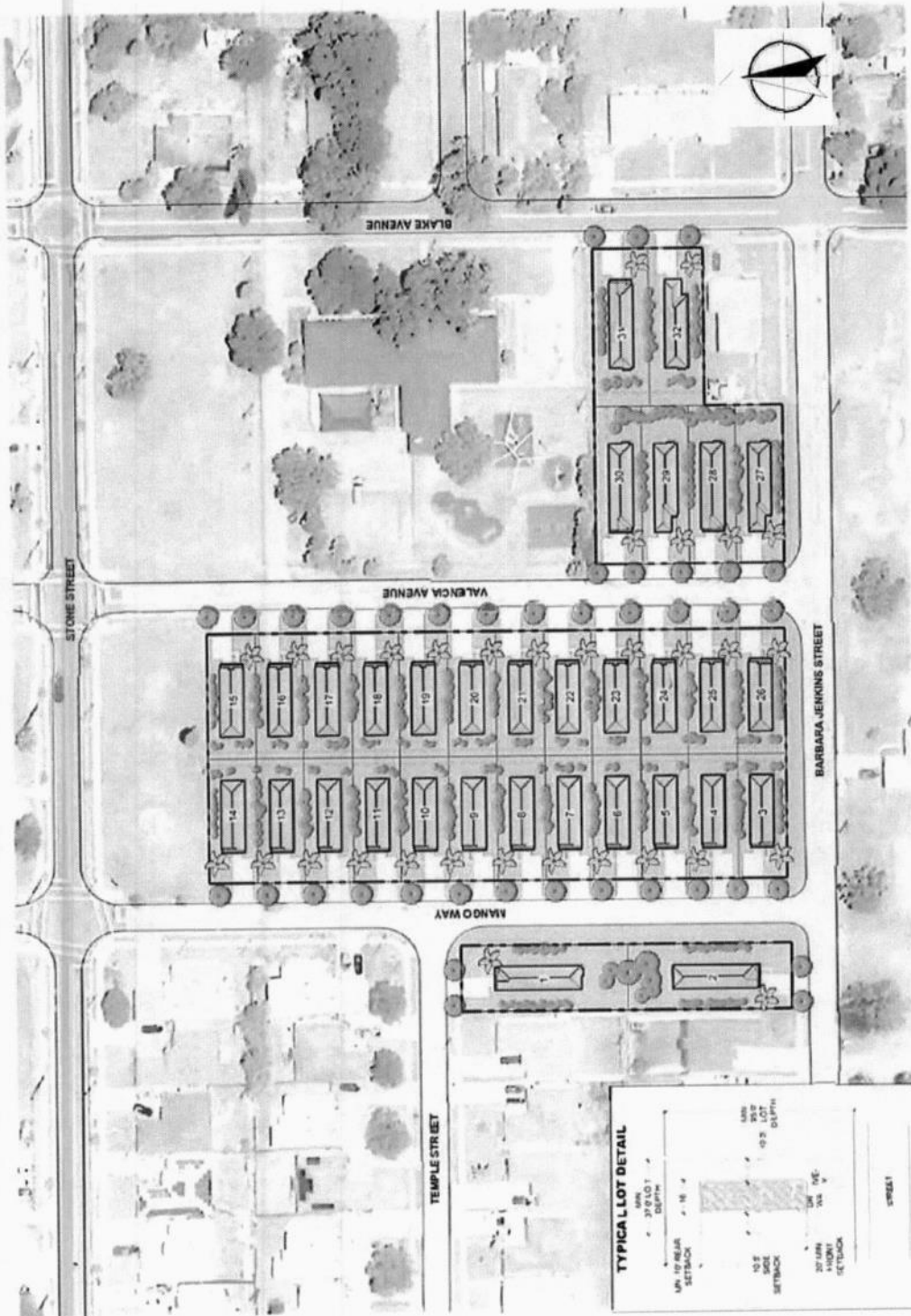
Lots 1 through 6 and 9 through 17 of the Michael C. Blake Subdivision, according to the map or plat thereof, as recorded in Plat Book 66, Page(s) 69, of the Public Records of Brevard County, Florida.

AND

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



EXHIBIT B CONCEPTUAL DEVELOPMENT PLAN



**EXHIBIT C
BUILDING PLANS**

Breeze Elevation A:



Breeze Elevation B:



Breeze Elevation C:



Cypress Elevation A:



Cypress Elevation B:



Cypress Elevation C:



Element Elevation A:



Element Elevation B:



Element Elevation C:



Belmont Elevation AM:



Belmont Elevation BM:



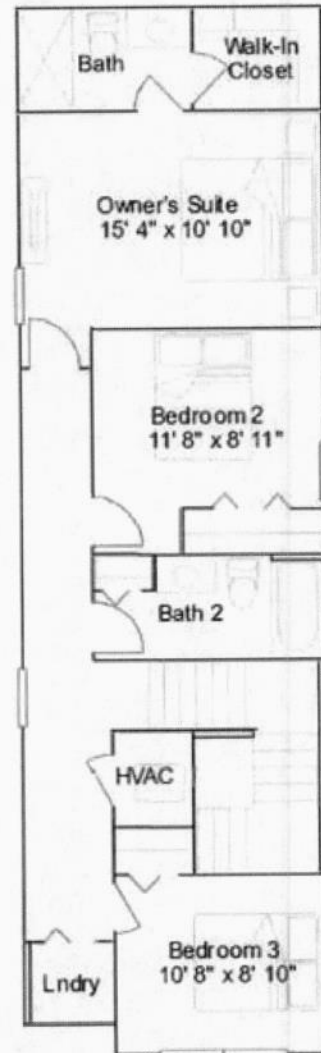
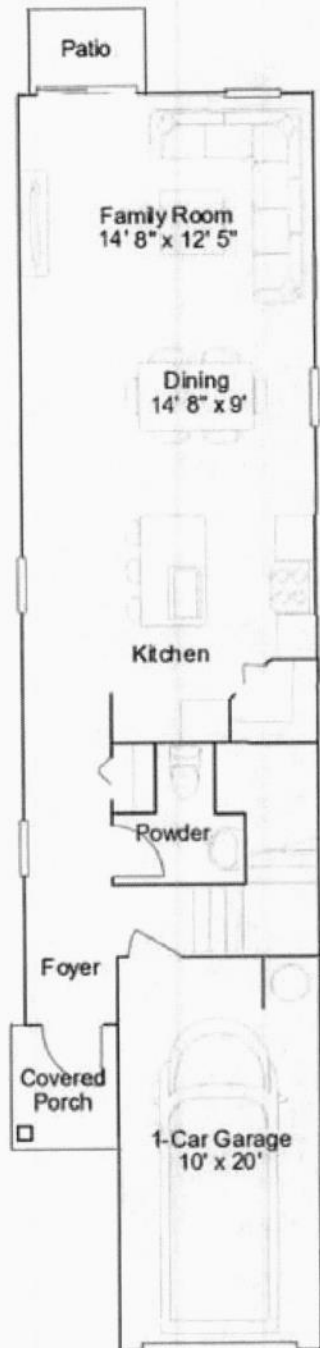
Belmont Elevation CM:



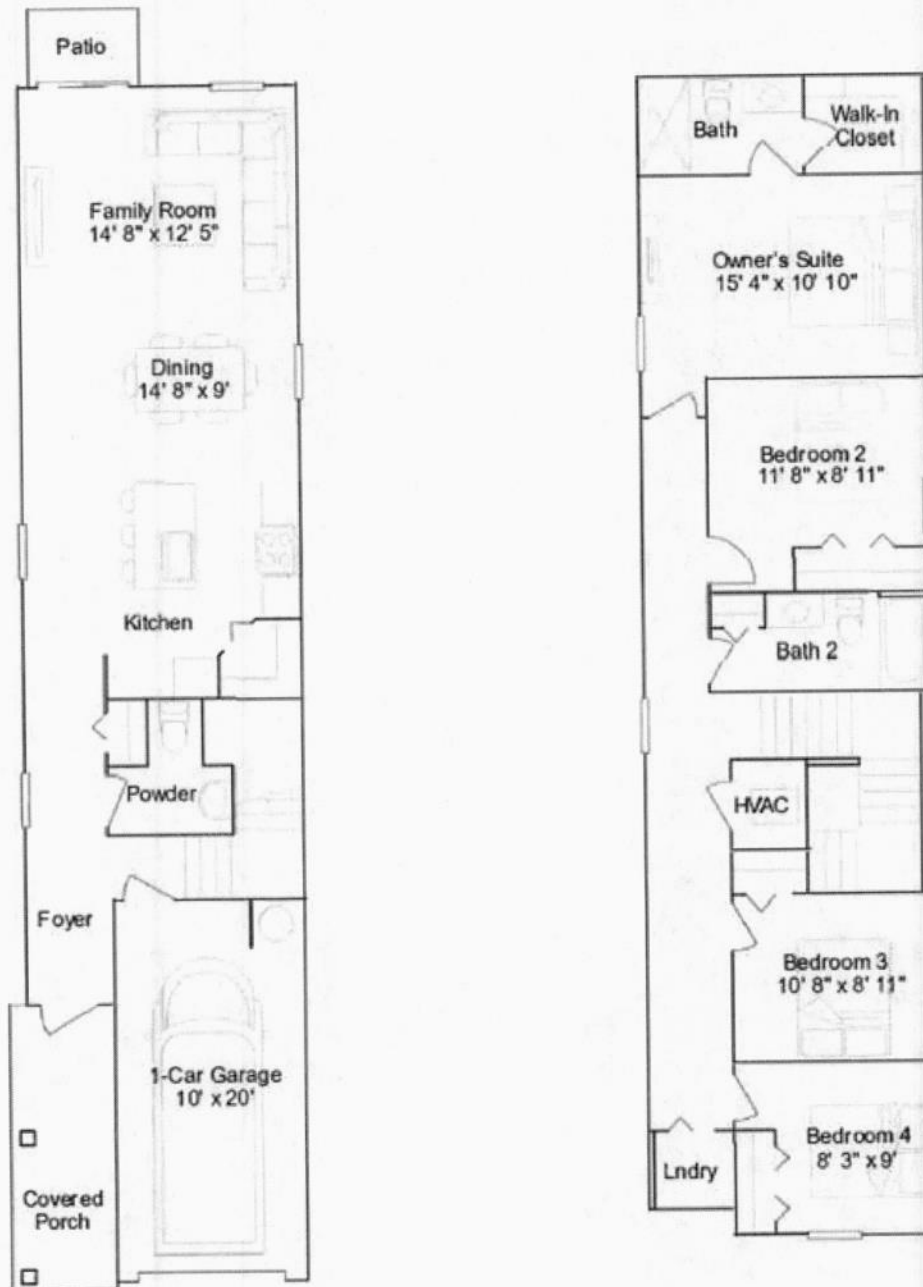
Breeze – 1,295 SF – 3 BR – 2.5 Bath



Cypress – 1,524 SF – 3 BR – 2.5 Bath



Element – 1,684 SF – 4 BR – 2.5 Bath



Belmont – 1,840 SF – 3 BR – 2 Bath



EXHIBIT D
SCHEDULE OF MAJOR PERFORMANCE OBLIGATIONS

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

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

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

(MICHAEL C. BLAKE SUBDIVISION PROJECT)

This **AMENDED AND RESTATED AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY** (this “**Agreement**”) is made and executed this 8 day of July, 2025, by and between the **CITY OF COCOA**, a Florida municipal Corporation (“**Seller**”), and **LENNAR HOMES, LLC**, a Florida limited liability company, and/or its successors or assigns (“**Buyer**”).

R E C I T A L S:

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

B. Buyer and Seller entered into that certain Agreement for the Purchase and Sale Agreement (MICHAEL C. BLAKE SUBDIVISION PROJECT), dated June 25, 2025 (the “**Original Agreement**”), and that certain Development Agreement for Affordable Housing – Michael C. Blake Subdivision Project, dated May 13, 2025 (the “**Original Development Agreement**”).

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

D. Therefore, as of even date herewith, Buyer and Seller have entered into that certain Amended and Restated Development Agreement for Affordable Housing – Michael C. Blake Subdivision Project (the “**Development Agreement**”), which Development Agreement contemplates, among other things, the terms and conditions under which the Closing, as defined in Section 9.01, hereunder shall occur.

E. Seller and Buyer further wish to amend and restate the Original Agreement as set forth herein. Accordingly, the Original Agreement is amended and restated in its entirety as set forth below so that from and after the Effective Date, this Agreement shall fully replace and supersede the Original Agreement and this Agreement shall control in all respects.

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

NOW, THEREFORE, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller agree as follows:

ARTICLE I PURCHASE AND SALE

Section 1.01. Property. Seller agrees to sell, and Buyer agrees to purchase, the property (the "**Property**"), consisting of (a) fee simple title to the Land and (b) all rights, ways, privileges, and easements appurtenant to the Land, including Seller's right, title, and interest in, to, and under all strips, gores, streets, alleys, and ways, public or private, adjoining or crossing the Land, all of which are appurtenant to, and shall benefit, the Land.

Section 1.02. Intangible Rights. The sale of the Property shall include the sale, transfer, and conveyance of all of Seller's right, title, and interest in, to, and under all of the warranties, guaranties, certificates, licenses, bonds, water and sewer agreements, permits, authorizations, consents, approvals, and development orders, which in any respect whatsoever relate to, or arise out of, the use, occupancy, possession, development, construction, or operation of the Property (collectively, the "**Seller's Permits**"), but shall not constitute an assumption by Buyer of any liabilities arising under the Seller's Permits. The sale shall also include the sale, transfer, and conveyance of all of Seller's right, title, and interest in, to, and under all intangible personal property, including, without limitation, prepaid water and sewer connection fees, utility capacities, impact fee credits, development agreements, approvals, easements, permits, plans, reports, surveys, environmental and other studies, consents and agreements, rents, issues, proceeds, and profits now or hereafter accruing from the Property, all of which are intended to encompass all of Seller's contractual rights, benefits, and entitlements relating to the Property (collectively, the "**Intangible Personal Property**").

ARTICLE II PURCHASE PRICE AND TERMS OF PAYMENT

Section 2.01. Purchase Price. The purchase price to be paid by Buyer to Seller hereunder shall be FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) (the "**Purchase Price**"). If Buyer issues the College Park Lots Closing Notice, as defined in Section 9.08, Buyer shall pay to Seller a portion of the Purchase Price equal to FOUR HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$450,000.00) for the Michael C. Blake Lots at the Michael C. Blake Lots Closing, as defined in Section 9.08, and Buyer shall pay to Seller a portion of the Purchase Price equal to FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00) for the College Park Lots at the College Park Lots Closing, as defined in Section 9.08.

Section 2.02. Terms of Payment. The Purchase Price shall be payable by Buyer in the following manner:

(A) Buyer shall deposit the sum of ONE HUNDRED AND NO/100 DOLLARS (\$100.00) (the "**Deposit**") with Calatlantic National Title Solutions, LLC, a Delaware limited liability

company ("**Escrow Agent**"), within ten (10) business days after the Effective Date. The Deposit shall be remitted to Escrow Agent by wire transfer of immediately available federal funds or by Letter of Credit, as defined in Section 2.03. If in cash, the Deposit shall be held by Escrow Agent in an interest-bearing money-market account without penalty for early withdrawal, provided, that Buyer completes and executes an Internal Revenue Service Form W-9 in connection with delivering the Deposit. Escrow Agent shall hold the Deposit pursuant to the terms of this Agreement, subject only to mutually agreed upon written modifications executed by the parties. All interest earned on the Deposit shall in all instances be paid to Buyer, except if Buyer defaults in its obligations hereunder pursuant to Section 14.01, in which event all interest earned on the Deposit shall be paid to Seller. If the Deposit is paid in cash, then Escrow Agent shall deliver the Deposit to Seller at the Closing and Buyer shall receive a credit against the Purchase Price in the amount of the Deposit.

(B) At the Closing, Buyer shall pay the Purchase Price, or portion thereof as applicable if Buyer issues the College Park Lots Closing Notice, to Seller, subject to the terms, conditions, prorations, and adjustments stated in this Agreement, by wire transfer of immediately available federal funds made available to Escrow Agent at or prior to the Closing.

ARTICLE III TITLE, SURVEY, AND RELATED MATTERS

Section 3.01. Evidence of Title. During the Investigation Period, as defined in Section 4.01, Buyer shall order a title insurance commitment for the Property, issued by a nationally recognized title insurer (the "**Title Company**"), and copies of all documents referenced therein (collectively, the "**Commitment**"), which shall commit to issue to Buyer, upon recording of the Deed, as defined in Section 9.04, an owner's policy of title insurance (the "**Title Policy**") in the total amount of the Purchase Price.

Section 3.02. Survey. Buyer shall have the right, at Buyer's sole cost and expense, to obtain a survey of the Property on or prior to expiration of the Investigation Period (the "**Survey**").

Section 3.03. Section 3.03. Objections. If Buyer encounters any matters contained in the Commitment, the Survey, and/or any other matters of title or survey that are not acceptable to Buyer in Buyer's sole and absolute discretion, then Buyer shall notify Seller of any and all objections to the same (collectively, the "**Title Defects**") in writing by the end of the Investigation Period (the "**Notice of Title Defect**"). All matters contained in the Commitment and/or the Survey to which Buyer does not object shall become permitted exceptions (collectively, the "**Permitted Exceptions**"). The Development Agreement, and the Development Covenants set forth herein shall be a Permitted Exception. Notwithstanding any provision contained in this Agreement to the contrary, under all circumstances and under all events, Seller shall be obligated to cure the Mandatory Cure Items, as defined in this Section; it being understood by the parties hereto that the Mandatory Cure Items shall not for any purpose whatsoever be included in the Permitted Exceptions. For purposes of this Agreement, the term "**Mandatory Cure Items**" means all mortgages, liens, and other encumbrances of ascertainable amounts; leases, options to purchase and rights of first refusal encumbering the Property, any matters revealed by a municipal lien search in connection with the Property with respect to code violations, building permits not closed, unpaid utilities, unpaid taxes and special assessments, and other related matters; the satisfaction of all Schedule B-I requirements set forth in the Commitment applicable to Seller; and such documents necessary to delete from the Title Policy the standard pre-printed exceptions, other than the survey exceptions. Seller shall provide written notice to Buyer within fifteen (15) days of receipt of the Notice of Title Defect specifying

which, if any, of the Title Defects Seller elects to cure prior to the Closing (the “**Seller’s Response**”). If Seller fails to timely provide the Seller’s Response, Seller shall be deemed to have elected to cure all of the Title Defects. If Buyer is dissatisfied with the Seller’s Response then, at the option of Buyer, Buyer may (a) terminate this Agreement, whereupon the Deposit shall be promptly returned to Buyer and neither party shall have any further rights or obligations hereunder, except for those matters that expressly survive termination of this Agreement or (b) proceed to the Closing without satisfaction of the Title Defects Seller has elected not to cure, which such Title Defects shall be deemed Permitted Exceptions. Buyer shall also have the right to object at any time to (i) any matter that arises on any update of the Commitment and/or (ii) any matter that arises on any update of the Survey (collectively, and in each case, the “**New Title Defects**”). Seller shall have the obligation to cure all of the New Title Defects. If prior to the Closing, Seller shall fail to cure any of the New Title Defects, the Title Defects elected to be cured by Seller in the Seller’s Response and/or the Mandatory Cure Items, then, Buyer shall, in Buyer’s sole discretion, either (A) exercise Buyer’s remedies under Section 14.02 or (B) proceed to the Closing without satisfaction of such New Title Defects, Title Defects, and/or Mandatory Cure Items, which such New Title Defects, Title Defects, and/or Mandatory Cure Items shall be deemed Permitted Exceptions.

ARTICLE IV INVESTIGATION OF PROPERTY

Section 4.01. Right of Entry. The investigation period (the “**Investigation Period**”) under this Agreement shall be a period commencing on the Effective Date and ending at 11:59p.m. on the sixtieth (60th) day following the Effective Date. Buyer, and all of Buyer’s agents, contractors, consultants, representatives, and other persons designated by Buyer, shall have the right to enter the Property, for the purpose of investigation, discovery, and testing of the Property, including, without limitation, surveying, soil testing and boring, hydrological studies, environmental studies, structural inspections, or any other studies or tests Buyer determines in its reasonable discretion to be necessary or appropriate (collectively, the “**Inspections**”). Seller shall cooperate with Buyer in conjunction with the Inspections, including (a) providing access to the Property at all reasonable times prior to the Closing and (b) in regard to Buyer’s efforts to obtain all appropriate or relevant information concerning the Property. Provided that Buyer has not terminated this Agreement and there is no uncured Buyer’s Default, as defined in Section 14.01, all rights provided to Buyer in this Section shall continue unabated through the Closing. All of the Inspections shall be at Buyer’s sole cost and expense and shall be performed in a manner so as not to unreasonably interfere with Seller’s interest in the Property. Buyer shall remove or bond any lien of any type that attaches to the Property as a result of any of the Inspections and upon completion of any of the Inspections, Buyer shall restore any material damage to the Property caused by the Inspections to the extent reasonably practicable. Buyer hereby indemnifies and holds Seller harmless from all injury, damage, loss, cost, or expense, including, but not limited to, attorneys’ fees and court costs resulting from the Inspections. The indemnity obligations of this Section shall survive for a period of one (1) year after the Closing or earlier termination of this Agreement and do not apply to (i) any loss, liability, cost, or expense to the extent arising from or relating to the acts or omissions of Seller, Seller’s agents, contractors, consultants, or representatives, (ii) any diminution in value of the Property arising from or relating to matters discovered by Buyer during the Inspections, (iii) any latent defects in the Property discovered by Buyer, or (iv) the release or spread of any Hazardous Substance, as defined in Section 6.01(F), which is discovered (but not deposited) on or under the Property by Buyer.

Section 4.02. Property Documents. Within ten (10) business days following the Effective Date, Seller shall furnish to Buyer all materials concerning the Property which Seller possesses, or which Seller may reasonably obtain, and Seller shall continue to furnish to Buyer, within three (3) business days following Seller's receipt of the same all materials concerning the Property of which Seller acquires possession subsequent to the Effective Date. All of the information to be furnished under this Section shall collectively be referred to as the "**Property Documents.**" At the Closing, Seller shall assign to Buyer all of its right, title, and interest in, to, and under the Property Documents and deliver, to the extent available, all of the original Property Documents, the Seller's Permits, and the Intangible Personal Property.

Section 4.03. Right of Cancellation. Buyer shall have the absolute and unqualified right to terminate this Agreement at any time prior to the expiration of the Investigation Period for any reason whatsoever or for no reason. In order to proceed under this Agreement, Buyer must deliver written notice to Seller, reflecting Buyer's decision to proceed (the "**Notice to Proceed**"), which Notice to Proceed must be delivered to Seller prior to the expiration of the Investigation Period. If Buyer does not deliver the Notice to Proceed, this Agreement shall automatically terminate. If this Agreement is terminated pursuant to this Section, the Deposit shall be promptly returned to Buyer and neither party shall have any further rights or obligations hereunder, except for those matters that expressly survive termination of this Agreement.

Section 4.04. AS-IS SALE. EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT AND IN THE DOCUMENTS TO BE DELIVERED AT THE CLOSING, BUYER IS ACQUIRING THE PROPERTY "AS IS," "WHERE IS," AND "WITH ALL FAULTS" AND SELLER HAS NOT MADE AND DOES NOT AND WILL NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WITH RESPECT TO THE QUALITY, PHYSICAL CONDITION, EXPENSES, LEGAL STATUS, ZONING, VALUE, UTILITY, OR POTENTIAL OF THE PROPERTY, OR ANY OTHER MATTER OR THING AFFECTING OR RELATING TO THE PROPERTY OR THIS AGREEMENT THAT MIGHT BE PERTINENT IN CONSIDERING WHETHER TO PURCHASE THE PROPERTY OR TO MAKE AND ENTER INTO THIS AGREEMENT, AND EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT AND IN THE DOCUMENTS TO BE DELIVERED AT THE CLOSING, SELLER HAS NOT MADE, AND BUYER HAS NOT RELIED UPON, ANY SUCH REPRESENTATIONS OR WARRANTIES.

ARTICLE V DEVELOPMENT AGREEMENT

If the Development Agreement is terminated, this Agreement shall automatically terminate, whereupon the Deposit shall be promptly returned to Buyer if such termination is a result of anything other than a default by Developer, as defined in the Development Agreement, thereunder, or if such termination is as a result of a default by Developer thereunder, the Deposit shall be delivered to Seller, and neither party shall have any further rights or obligations hereunder, except for those matters that expressly survive termination of this Agreement.

ARTICLE VI SELLER'S REPRESENTATIONS AND WARRANTIES

Section 6.01. Seller's Representations and Warranties. Seller represents and warrants to Buyer as true and correct, both on the Effective Date and throughout the period of time until the Closing, that:

(A) Violations, Litigation and Adverse Information. Seller has not received any notice of, nor does Seller have knowledge of, any (a) violation of any law, statute, ordinance, order, regulation, rule, restriction, or requirement of any governmental entity pertaining to or affecting any portion of the Property, (b) suit or proceeding pending or threatened affecting Seller or any portion of the Property, and (c) applications or commitments to any governmental or quasi-governmental entity or utility which would affect the Property which have not been disclosed in writing to Buyer prior to the expiration of the Investigation Period.

(B) Ownership and Parties in Possession. Seller owns marketable fee simple title to the Property. There are no parties in possession of any portion of the Property whether as lessees, tenants-at-sufferance, trespassers, or otherwise, other than Seller. No other "person," as such term is defined in Section 1.01(3), Florida Statutes, has any right, claim, or interest in the Property, or any portion thereof, arising out of adverse possession, prescriptive rights, or otherwise.

(C) Foreign Investment in Real Property Tax Act. Seller is not a "foreign person," as defined by Section 1445 of the United States Internal Revenue Code of 1986, as amended to date (the "Code").

(D) Good Standing and Authority of Seller. Seller is a Florida municipal corporation, duly organized, validly existing and in good standing in the State of Florida, duly authorized to transact business in the State of Florida, and the person executing this Agreement on behalf of Seller has the lawful right, power, authority, and capacity to bind Seller to the terms hereof and consummate the transactions contemplated by this Agreement.

(E) Anti-Terrorism Laws. Seller is in compliance with all federal, state, municipal, and local laws, statutes, codes, ordinances, orders, decrees, rules, or regulations relating to terrorism or money laundering (collectively, the "Anti-Terrorism Laws"), including without limitation, Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001, the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Public Law 107-56, known as the "Patriot Act"), and the regulations of the Office of Foreign Assets Control and is not a Prohibited Person under the Anti-Terrorism Laws.

Section 6.02. Breach of Seller's Representations and Warranties. If any of the foregoing representations and warranties are not true in their entirety on the Effective Date and at all times through and including the Closing, then it shall be deemed a breach by Seller, and Buyer may, at its option, proceed with any of its remedies under Section 14.02.

ARTICLE VII BUYER'S REPRESENTATIONS AND WARRANTIES

Buyer represents and warrants to Seller, as true and correct, both on the Effective Date and throughout the period of time until and through the Closing, that Buyer is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Florida, and, subject to Section 15.14 hereof, the person executing this Agreement on behalf of Buyer has the lawful right, power,

authority, and capacity to bind Buyer to the terms hereof and consummate the transactions contemplated by this Agreement pursuant to the terms, provisions, and conditions hereof. Should Buyer breach any of the foregoing representations and warranties, Seller may, at its option, proceed with any of its remedies under Section 14.01.

ARTICLE VIII SELLER'S COVENANTS

Section 8.01. Conveyance. Seller will convey to Buyer at the Closing, marketable fee simple title to the Property, free and clear of any liens, mortgages, pledges, security interests, options, rights, leases, charges, claims, encumbrances, or restrictions of any kind whatsoever, other than the Permitted Exceptions. Seller shall comply with all of the requirements imposed by the Internal Revenue Service in connection with Section 1445 of the Code.

Section 8.02. Title to Property. Seller will not cause, permit, or suffer any act to be performed or not performed, the result of which will cause any lien, encumbrance, or cloud upon Seller's title to the Property such that Seller shall be unable to convey title to the Property to Buyer in accordance with this Agreement. From and after the Effective Date, Seller shall take no action to encumber the Property or otherwise affect title to the Property.

Section 8.03. Changes to Documents, Condition of the Property, and Related Matters. Seller shall (a) maintain the Property in substantially the same condition as it exists as of the Effective Date, (b) not terminate, modify, amend, or waive any provision of any lease, contract, permit, agreement, or any other document previously provided, or to be provided, to Buyer in accordance with this Agreement, or any benefit or entitlement described in this Agreement to be conveyed to Buyer, (c) not use, and/or not permit any other party to use, any Hazardous Substance on the Property, (d) not commit or permit any waste or nuisance upon the Property, (e) not take any action that would adversely affect the Property and/or Buyer's rights hereunder, (f) take all action required pursuant to this Agreement, which is necessary to effectuate the transaction contemplated herein in good faith, and (g) continue all of the insurance policies relative to the Property in full force and effect in the ordinary course of Seller's business.

ARTICLE IX CLOSING

Section 9.01. Closing. Subject to the terms and conditions of this Agreement, the purchase and sale of the Property (the "**Closing**") shall occur on the earlier of (a) the sixtieth (60th) day following Buyer's issuance of the Conveyance Notice, as defined in the Development Agreement, to the Seller pursuant to the Development Agreement and provided the Conditions Precedent, as defined in the Development Agreement, have been satisfied and (b) December 31, 2026 (the "**Closing Date**"). However, under no circumstances shall the Seller be required to sell the Property to Buyer if the Conditions Precedent, as defined in the Development Agreement, have not been satisfied and preliminary plat and final site plan approval have not been obtained by Buyer; provided preliminary plat and final site plan approval shall not apply to the College Park Lots and/or the College Park Lots Closing.

Section 9.02. Section 9.02. Place of Closing. The Closing shall occur on the Closing Date, at the offices of Escrow Agent, unless otherwise agreed to between the parties, or may be accomplished via wire transfer of funds and electronic mail of executed documents, to be followed by original documents,

and shall be conducted pursuant to the parties' instructions for the release of such documents and funds. Notwithstanding the foregoing, the original Deed and such other original documents that must be placed into escrow on or prior to the Closing as required by the Title Company shall be placed into escrow on or prior to the Closing Date.

Section 9.03. Section 9.03. Expenses of Closing and Prorations.

(A) Taxes. At the Closing, all ad valorem and non-ad valorem real property taxes for the year of the Closing, if any, will be prorated as of the Closing Date, based upon the maximum discount for early payment. If the tax bill for the current year has not yet been issued, tax prorations will be based upon the TRIM notice, if issued, and if not issued upon the prior year's bill using the millage rate then used in the County for residential use, subject to re-proration at the request of either party when the current year's bill is issued. In addition, at or prior to the Closing, Seller shall pay all other applicable taxes and penalties associated with the Property, including any under any Special Use valuation, as and when such taxes and/or penalties are assessed.

(B) Documentary Stamp Tax/Recording Fees. Buyer shall pay for state documentary stamps and surtaxes, if any, to be attached to the Deed. Seller shall pay for any recording fees associated with the release of the Mandatory Cure Items and/or corrective title instruments. Buyer shall pay for the cost of recording the Deed.

(C) Title Policy and Survey. Buyer shall pay for the cost of the Commitment and the Title Policy. Seller shall pay for the searches required by the Title Company to delete Seller's requirements and the standard exceptions from the Title Policy, including, without limitation, all municipal lien searches and any updates thereof, and any costs required to cure the Title Defects and/or New Title Defects to be cured under Article III. Buyer will pay for the cost of the Survey.

(D) Governmental Liens. Prior to the Closing, Seller shall satisfy and pay all outstanding certified governmental and municipal improvement liens and special assessments, except annual assessments shall be prorated as of the Closing Date.

(E) Attorneys' Fees. Each party shall pay its own attorneys' fees and costs.

Section 9.04. Documents for Closing. At the Closing, Seller shall execute and/or deliver each of the following documents in a form reasonably approved by Buyer in the event not attached or otherwise previously agreed to in accordance with the terms and provisions hereof and in each case subject to any reasonable modifications required by the Title Company:

(A) A special warranty deed (the "**Deed**"), conveying to Buyer or its assignee marketable and insurable fee simple title to the Property, subject only to the documents that are recorded in the County as part of the Permitted Exceptions;

(B) An affidavit attesting to the absence of any liens, parties in possession, or other claims, is sufficient to insure the gap, and satisfies the requirements of Section 1445 of the Code that Seller is not a "person";

(C) An assignment document evidencing the transfer and assignment of all of Seller's rights, benefits, and entitlements in, to, and under the Property Documents, the Seller's Permits, and the Intangible Personal Property and evidence that Seller has received, and paid for, all third party consents required with respect thereto;

(D) An affidavit (and any other documents requested by the Title Company) reflecting that Seller has the authority to transact the sale of the Property to Buyer;

(E) A closing statement.

Section 9.05. Further Assurances. At the Closing, the parties hereto shall perform such other acts, and shall execute, acknowledge, and deliver such other instruments, documents, and other materials as the other party hereto or Title Company or other closing agent may reasonably request in order to effectuate the Closing and the transactions contemplated by this Agreement. All of the documents executed by Seller which are to be delivered to Buyer at the Closing will be duly authorized and legal, valid, and binding obligations of Seller, which, at the time of the Closing, will be sufficient to convey title (if they purport to do so), and do not, and at the time of the Closing will not, violate any provisions of any agreement to which Seller is a party or to which it is subject. The parties shall cooperate, including, without limitation, executing any other documents, following the Closing, as is reasonably necessary to effectuate the intent of all of the terms and conditions set forth in this Agreement.

Section 9.06. PSA Conditions Precedent. The obligation of Buyer to proceed to the Closing is subject to the satisfaction of each of the following conditions (individually, a "PSA Condition Precedent" and, collectively, the "PSA Conditions Precedent"):

(A) The Property is not in violation, nor has been or is currently under investigation for violation, of any federal, state, or local law, ordinance, or regulation relating to industrial hygiene, worker health and safety, or environmental conditions in, at, on, under, or about the Property, including soil and groundwater conditions; there has been no discharge, migration, or release of any Hazardous Substance from, into, on, under, or about the Property; and

(B) There shall have been no adverse change in the physical condition of the Property or any utility serving the Property.

Section 9.07. Section 9.07. Failure to Satisfy Conditions Precedent. If any of the PSA Conditions Precedent are not satisfied as of the Closing Date, Buyer shall have the right, at its sole option, to (a) terminate this Agreement, whereupon the Deposit shall be promptly returned to Buyer and neither party shall have any further rights or obligations hereunder, except for those matters that expressly survive termination of this Agreement, or (b) waive such PSA Conditions Precedent and proceed to the Closing. In addition to the foregoing, to the extent that the failure of any of the PSA Conditions Precedent is caused by a Seller's Default, as defined in Section 14.02, Buyer shall be entitled to pursue its rights and remedies in accordance with the terms of Section 14.02.

Section 9.08. Separate Closings.

(A) Provided Buyer has issued the Notice to Proceed and Notice of CIC Approval, as defined in Section 15.14, Buyer may thereafter elect to acquire the College Park Lots at a separate closing

(the "**College Park Lots Closing**") prior to the Closing Date by delivering written notice of such intent to Seller (the "**College Park Lots Closing Notice**"), which College Park Lots Closing shall occur on or before the date that is thirty (30) days following Buyer's issuance of the College Park Lots Closing Notice (the "**College Park Lots Closing Date**").

(B) Following Buyer's issuance of the College Park Lots Closing Notice, the purchase and sale of the Property shall occur in two (2) closings instead of one (1) closing, with the College Park Lots Closing occurring on the College Park Closing Date and the closing for the Michael C. Blake Lots (the "**Michael C. Blake Lots Closing**") occurring on the earlier of (a) the sixtieth (60th) day following Buyer's issuance of the Conveyance Notice, as defined in the Development Agreement, to the Seller pursuant to the Development Agreement and provided the Conditions Precedent, as defined in the Development Agreement, have been satisfied and (b) December 31, 2026 (the "**Michael C. Blake Lots Closing Date**"). However, under no circumstances shall the Seller be required to sell the Property to Buyer if the Conditions Precedent, as defined in the Development Agreement, have not been satisfied and preliminary plat and final site plan approval have not been obtained by Buyer; provided preliminary plat and final site plan approval shall not apply to the College Park Lots and/or the College Park Lots Closing.

(C) If there will be two (2) closings pursuant to this Section 9.08, all references in this Agreement to (a) "the Closing" are hereby deleted and replaced with "each Closing," "a Closing," "either Closing," "applicable Closing," "any Closing," and (b) "the Closing Date" are hereby deleted and replaced with "each Closing Date," "a Closing Date," "either Closing," "applicable Closing," "any Closing Date," as applicable and where the context requires, or as specifically provided herein, and shall refer to both the College Park Lots Closing, the Michael C. Blake Lots Closing, the College Park Lots Closing Date, and the Michael C. Blake Lots Closing Date, as applicable. Further, the Agreement shall be generally amended to accommodate the College Park Lots Closing and the Michael C. Blake Lots Closing, including but not limited to the following terms: (i) fifty percent (50%) of the Deposit shall be applied to the Purchase Price paid at each Closing; (ii) at each Closing, Seller shall convey marketable, fee simple title to the applicable Parcels in accordance with Section 8.01; (iii) each reference to "Closing" in Section 4.01 of the Agreement is hereby deleted and replaced with the "Michael C. Blake Lots Closing"; (iv) Seller's representations and warranties included in Article VI of the Agreement shall be true and correct, both on the Effective Date and throughout the period of time until the Michael C. Blake Lots Closing; (v) Buyer's representations and warranties included in Article VII of the Agreement shall be true and correct, both on the Effective Date and throughout the period of time until the Michael C. Blake Lots Closing; (vi) the documents to be delivered at Closing (including, but not limited to the items set forth in Section 9.04) shall be delivered at each Closing; and (vii) the PSA Conditions Precedent to Closing set forth in Section 9.06 shall apply to each Closing.

ARTICLE X REAL ESTATE BROKERS

The parties each represent to the other that there are no real estate brokers, salespeople, finders, or consultants who are or were involved in the negotiation and/or consummation of this transaction.

ARTICLE XI ESCROW

If there is any dispute as to whether Escrow Agent is obligated to deliver the Deposit, any monies, any Letter of Credit, and/or any documents which it holds, or as to whom the same are to be delivered, Escrow Agent will not be obligated to make any delivery, but in such event, may hold the same until Escrow Agent receives an authorization, in writing, signed by Seller and Buyer directing the disposition of the same, and, if either party would be entitled to the Deposit, monies, or documents held by Escrow Agent, the parties shall promptly execute a joint written authorization upon the request of the other party hereto. In the absence of such joint authorization, Escrow Agent may hold the Deposit, monies, or documents in its possession until the final determination of the rights of the parties in an appropriate proceeding. If such joint written authorization is not given or proceedings for such determination are not begun and diligently continued, Escrow Agent may, but is not required to, bring an appropriate action or proceeding for leave to deposit said funds or documents in court, pending such determination. Notwithstanding the foregoing, if this Agreement is terminated pursuant to either Section 4.03 or Section 15.14 hereof, Escrow Agent shall return the Deposit to Buyer without the need for joint written instructions. Escrow Agent shall not be responsible for any acts or omissions of Escrow Agent, unless the same are a result of its gross negligence, willful misconduct or fraud. Otherwise, provided Escrow Agent acts in accordance with this Agreement, Escrow Agent shall have no liability following the delivery of any funds or documents which Escrow Agent holds pursuant to this Agreement. If Escrow Agent elects to bring an appropriate action or proceeding in accordance with the terms of this Agreement, then Escrow Agent shall be entitled to recover all of its reasonable attorneys' fees and costs incurred in connection with the action from the party not entitled to receive the Deposit, monies, or documents as determined by a court of competent jurisdiction. The parties will hold Escrow Agent harmless from and indemnify it against any costs or liabilities, including reasonable attorneys' fees and costs, resulting from any action brought against Escrow Agent, unless due to Escrow Agent's willful misconduct, gross negligence, or fraud.

ARTICLE XII NOTICE

Section 12.01. Section 12.01. Notice and Addresses. All notices required or desired to be given under this Agreement shall be in writing and sent by (a) hand delivery, (b) certified mail, return receipt requested, (c) FedEx or similar overnight service, or (d) electronic mail as long as notice is also provided through the method in the foregoing clauses (a), (b), or (c) as herein described. All notices shall be addressed to the party being noticed and shall be deemed to have been given (i) when delivered if by hand delivery, (ii) three (3) business days after deposit in a United States Post Office or official letter box if sent by certified mail, (iii) one (1) business day after timely deposited in a FedEx or similar overnight service depository, or (iv) upon transmission by the sender if sent by electronic mail. All notices shall be delivered or sent prepaid for the specified service by the party giving notice and shall be addressed as follows:

SELLER:	City of Cocoa
	Attn: City Manager
	65 Stone Street
	Cocoa, Florida 32922

Copy To: Garganese, Weiss, D'Agresta & Salzman, P.A.
Attn: Anthony Garganese, City Attorney
111 N. Orange Avenue, Suite 2000
Orlando, FL 32801

BUYER: LENNAR HOMES, LLC
3931 RCA Boulevard, Suite 3105
Palm Beach Gardens, Florida 33410
Telephone No.: (561) 345-6710 Attn: Michael Meyers
E-Mail: michael.meyers@lennar.com and brad.miller@lennar.com

Copy To: LENNAR CORPORATION
5505 Waterford District Drive, 5th Floor
Miami, Florida 33126
Attn: General Counsel
E-Mail: mark.sustana@lennar.com

Copy To: LAWTON WHITEMAN LAW
102 NE 1st Avenue, Suite 200
Delray Beach, Florida 33444
Telephone No.: (305) 335-1307
Attn: Jason Whiteman, Esquire
E-Mail: jason.whiteman@lwl-law.com

ESCROW AGENT: CALATLANTIC NATIONAL TITLE SOLUTIONS, LLC
5505 Waterford District Drive, Suite 503
Miami, Florida 33126
Telephone No.: (305) 485-2052 Attn: Margarita Calderon
E-Mail: margarita.calderon@CalAtl.com

Copy To:

CALATLANTIC NATIONAL TITLE SOLUTIONS, LLC
5505 Waterford District Drive, Suite 503
Miami, Florida 33126
Telephone No.: (305) 485-4136 Attn: Jill Anderson Blanco
E-Mail: Jill.Blanco@CalAtl.com

or to any other address hereafter designated by any of the parties, from time to time, in a written notice sent in the manner set forth herein for giving notice.

Section 12.02. Attorneys. The respective attorneys for Seller and Buyer are hereby authorized to give and receive any notice pursuant to this Agreement on behalf of Seller or Buyer, as the case may be.

ARTICLE XIII CONDEMNATION AND MORATORIUM

Section 13.01. Section 13.01. Condemnation. If, prior to the Closing, all or any portion of the Property is taken by eminent domain or is the subject of a pending taking which has not been consummated (collectively, a "Taking"), Seller shall so notify Buyer in writing no later than five (5) days after receipt of Seller's notice of a Taking, and Buyer shall have the option to either (a) terminate this Agreement or (b) proceed with the Closing in accordance herewith. Buyer shall have the right, but not the obligation, to contest and negotiate the amount of money offered for a Taking, as well as any of the terms related thereto. If this Agreement is terminated by Buyer pursuant to subsection (a), the Deposit shall be promptly returned to Buyer and neither party shall have any further rights or obligations hereunder, except for those matters that expressly survive termination of this Agreement. If Buyer has not elected to terminate this Agreement pursuant to subsection (a), Seller shall assign to Buyer at the Closing all sums that are to be awarded for the Taking and shall pay to Buyer any sums received by Seller prior to the Closing for the Taking. Buyer shall thereafter be entitled to receive and keep any awards for the Taking by eminent domain. The Closing Date shall be extended for a period of time equal to the amount of time afforded to Buyer to provide Seller with notice of its election under this Section.

Section 13.02. Moratoria. If, at the time of the Closing, there is a moratorium, or threat thereof, regarding any aspect of the Buyer's development of the Property with thirty-two single family homes, Buyer shall have the right to extend the Closing for a period not to exceed one hundred eighty (180) days, at which time if a moratorium, or threat thereof, still exists, Buyer shall have the option to either (a) terminate this Agreement, whereupon the Deposit shall be promptly returned to Buyer and neither party shall have any further rights or obligations hereunder, except for those matters that expressly survive termination of this Agreement or (b) waive such condition and proceed with the Closing in accordance herewith. If Buyer chooses to proceed with the Closing, the Closing shall occur within ten (10) days of Seller's receipt of Buyer's notice waiving such condition.

ARTICLE XIV DEFAULTS

Section 14.01. Buyer's Default. In the event of any default by Buyer (a "**Buyer's Default**"), including, but not limited to, the failure of Buyer to close this transaction, the parties acknowledge it would be impossible to ascertain the amount of damages suffered by Seller and, therefore, the parties agree that in such event, the Deposit shall be paid to and accepted by Seller and Seller shall be entitled to draw upon the Irrevocable Standby Letter of Credit submitted with the Buyer's RFP Proposal as provided by the Development Agreement as full and liquidated damages and as Seller's sole and exclusive remedy and each of the parties shall thereafter be released of any further liability or responsibility hereunder, except for the obligations that expressly survive termination of this Agreement.

Section 14.02. Seller's Default. In the event of any default by Seller (a "**Seller's Default**"), Buyer shall be entitled to terminate this Agreement and receive a prompt refund of the Deposit and any other remedy provided by the Development Agreement. However, nothing in this Section shall limit Buyer's remedies at law or in equity after the Closing as to all representations, warranties, indemnities, and other obligations of Seller contained in this Agreement that by the terms of this Agreement survive the Closing or any earlier termination of this Agreement. Notwithstanding any provision contained in this Agreement to the contrary, in the event that specific performance is not available as a remedy, then Buyer may exercise all remedies available at law or in equity.

Section 14.03. Notice and Cure Period. Buyer shall take no action with respect to a Seller's Default, and Seller shall take no action with respect to a Buyer's Default, until the non-defaulting party has given written notice to the defaulting party and the defaulting party has failed to cure the default within ten (10) days after receipt of such notice ("**Cure Period**"). If the expiration of the Investigation Period or the Closing Date shall occur during any Cure Period, the Investigation Period or the Closing Date, as applicable, shall automatically extend to the third (3rd) business day after such Cure Period.

ARTICLE XV MISCELLANEOUS PROVISIONS

Section 15.01. Choice of Law and Venue. This Agreement shall be construed and interpreted under the laws of the State of Florida, without giving effect to principles of conflict of laws, except where specifically pre-empted by Federal law. Proper venue with respect to any state or federal litigation in connection with this Agreement shall be exclusively in Brevard County or, for federal actions, the Middle District of Florida, Orlando Division.

Section 15.02. Amendments. No amendment to this Agreement shall bind any of the parties unless and until such amendment is in writing and executed by Buyer and Seller, provided, however, any deadline or date set forth in this Agreement may be extended or otherwise modified by the parties via electronic mail so long as both Buyer and Seller (or respective counsel acting on behalf of Buyer or Seller) confirm approval of such modification or extension through electronic mail.

Section 15.03. Entire Agreement. This Agreement, together with any exhibits attached hereto, constitutes the entire agreement between the parties and no prior written documents, and no prior or contemporary oral statements, representations, promises, or understandings not embodied in this Agreement shall be of any force and/or effect.

Section 15.04. Survival. Unless otherwise provided for in this Agreement, all of the terms and provisions of this Agreement, including, without limitation each party's representations and warranties, and obligations to indemnify, defend and hold harmless set forth in Section 4.01 and Articles X and XI of this Agreement shall survive the Closing or earlier termination of this Agreement.

Section 15.05. Assignment.

(A) All representations, warranties, covenants, conditions, and obligations herein contained shall be binding upon and inure to the benefit of the respective successors and assigns of the parties.

(B) Buyer shall have the right to assign its rights and/or obligations in this Agreement to as provided in the Development Agreement.

(C) Seller shall not be entitled to assign or transfer any interest in this Agreement or any interest in Seller, whether in whole or in part, directly and/or indirectly, by operation of law or otherwise.

Section 15.06. Interpretation. Captions and section headings contained in this Agreement are for convenience and reference only, and in no way do they define, describe, extend, or limit the scope or intent of this Agreement or any provision hereof. The terms and provisions of this Agreement have been fully negotiated between the parties and each party has been afforded the opportunity to engage, if such party desires, legal counsel to assist in the preparation, negotiation, and drafting of this Agreement. Accordingly, the terms and provisions of this Agreement shall not be interpreted for or against either Seller or Buyer as the drafting party. The terms "herein," "hereby," "hereof," "hereto," "hereunder," and any similar terms refer to this Agreement in its entirety and not solely to the particular section or paragraph in which the term is used.

Section 15.07. Number and Gender. All of the terms and words used in this Agreement, regardless of the number and gender in which used, shall be deemed to include any other gender or number as the context or the use thereof may require.

Section 15.08. Possession. Exclusive possession of the Property shall be delivered to Buyer at the Closing.

Section 15.09. Representations. All representations, warranties and covenants set forth herein are material and of the essence to this Agreement.

Section 15.10. Waiver. No waiver of any provision of this Agreement shall be effective unless it is in writing signed by the party against whom it is asserted, and any waiver of any provision of this Agreement shall be applicable only to the specific instance to which it is related

and shall not be deemed to be a continuing or future waiver as to such provision or a waiver as to any other provision.

Section 15.11. Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision was omitted.

Section 15.12. Time Periods.

(A) Time shall be of the essence with respect to this Agreement. The calculation of the number of days that has passed during any time period prescribed in this Agreement shall be based on calendar days, unless otherwise expressly set forth herein, and shall commence on the day immediately following the action or event giving rise to the commencement of the period and shall expire on the last day of the time period. Furthermore, any time period provided for herein which shall end on a Saturday, Sunday, or legal holiday recognized throughout the entire State of Florida or the United States of America, shall extend to the next full business day. The term "business day" as used herein shall not include Saturday, Sunday, and legal holidays recognized throughout the entire State of Florida and the United States of America. All times shall mean either eastern standard time or eastern daylight time as then currently applicable.

(B) Notwithstanding any provision contained in this Agreement to the contrary, Buyer shall not be obligated to make any payment hereunder, including, without limitation, payment of any portion of the Deposit, nor shall Buyer be obligated to close on the purchase of the Property under this Agreement, at any time during the last five (5) business days of the months of February, May, August, or November (each, a "**Blackout Period**"). Any payment that would otherwise be due during a Blackout Period shall be due and payable on the third (3rd) business day after the applicable Blackout Period. Any date set forth for the Closing that would occur during any Blackout Period shall occur on the third (3rd) business day after the applicable Blackout Period.

Section 15.13. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement. To facilitate the execution and delivery of this Agreement, the parties may execute and exchange executed counterparts by e-mail in a PDF file to the other party or to the other party's counsel. Signatures in a PDF file shall have the same legal effect as original signatures.

Section 15.14. CIC Approval. Notwithstanding any provision contained in this Agreement to the contrary, Buyer's obligations under this Agreement are contingent upon Buyer's receipt of the written approval of the Corporate Investment Committee of Lennar Corporation prior to the expiration of the Investigation Period. In the event Buyer fails to deliver to Seller written notice of such approval of said Corporate Investment Committee (the "**Notice of CIC Approval**") prior to the expiration of the Investigation Period, this Agreement shall be null and void and the Deposit shall be promptly returned to Buyer, and neither Seller nor Buyer shall have any further rights or obligations under the Agreement, except for those matters that expressly survive termination of this Agreement. No waiver of such condition shall be implied, but shall be

expressed, if at all, only by written notice from the Corporate Investment Committee of Lennar Corporation specifically waiving such condition.

Section 15.15. Radon Gas. In compliance with §404.056, Florida Statutes, Buyer is hereby made aware of the following: RADON GAS IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL AND STATE GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN FLORIDA. ADDITIONAL INFORMATION REGARDING RADON AND RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY PUBLIC HEALTH UNIT.

Section 15.16. Litigation. In the event of any litigation arising from or related to this Agreement, each party shall bear their own attorneys' fees and costs incurred at all proceedings, including, without limitation, before trial, at trial, and all appellate levels.

Section 15.17. WAIVER OF TRIAL BY JURY. BUYER AND SELLER HEREBY EXPRESSLY COVENANT AND AGREE TO WAIVE THE RIGHT TO A TRIAL BY JURY IN CONNECTION WITH ANY LITIGATION OR JUDICIAL PROCEEDING RELATING TO, DIRECTLY OR INDIRECTLY, OR CONCERNING THIS AGREEMENT OR THE CONDUCT, OMISSION, ACTION, OBLIGATION, DUTY, RIGHT, BENEFIT, PRIVILEGE, OR LIABILITY OF A PARTY HEREUNDER TO THE FULLEST EXTENT PERMITTED BY LAW. THIS WAIVER OF THE RIGHT TO A TRIAL BY JURY IS SEPARATELY GIVEN AND IS KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY MADE BY BUYER AND SELLER. BUYER AND SELLER HAVE HAD AN OPPORTUNITY TO SEEK LEGAL COUNSEL CONCERNING THIS WAIVER. THIS WAIVER IS INTENDED TO AND DOES ENCOMPASS EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A JURY TRIAL WOULD OTHERWISE ACCRUE. BUYER AND SELLER FURTHER CERTIFY AND REPRESENT TO EACH OTHER THAT NO PARTY, REPRESENTATIVE, OR AGENT OF BUYER OR SELLER (INCLUDING, BUT NOT LIMITED TO, THEIR RESPECTIVE COUNSEL) HAS REPRESENTED, EXPRESSLY OR OTHERWISE, TO BUYER OR SELLER OR TO ANY AGENT OR REPRESENTATIVE OF BUYER OR SELLER (INCLUDING, BUT NOT LIMITED TO, THEIR RESPECTIVE COUNSEL) THAT THEY WILL NOT SEEK TO ENFORCE THIS WAIVER OF A RIGHT TO A JURY TRIAL. THIS WAIVER SHALL APPLY TO THIS AGREEMENT AND ANY FUTURE AMENDMENTS, SUPPLEMENTS, AND/OR MODIFICATIONS TO THIS AGREEMENT.

ATTENTION: SELLER AND BUYER

CONVEYANCES TO FOREIGN BUYERS: Part III of Chapter 692, Sections 692.201 - 692.205, Florida Statutes, 2023 (the "Act"), in part, limits and regulates the sale, purchase and ownership of certain Florida properties by certain buyers who are associated with a "foreign country of concern", namely: the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic. It is a crime to buy or knowingly sell property in violation of the Act.

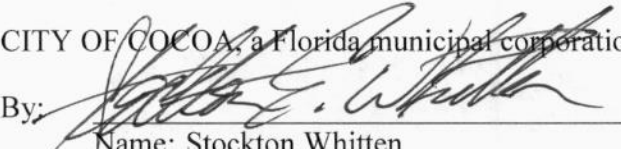
At time of purchase, Buyer must provide a signed Affidavit, in the form attached hereto as **Exhibit B**, which complies with the requirements of the Act. Seller and Buyer are advised to seek legal counsel regarding their respective obligations and liabilities under the Act.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Effective Date.

SELLER:

CITY OF COCOA, a Florida municipal corporation

By: 

Name: Stockton Whitten

Title: City Manager

Date: 7/8/25

APPROVED AS TO FORM AND
LEGALITY

ATTEST:

By: 

Monica Arsenault, City Clerk

By: 

Anthony A. Garganese, City Attorney

BUYER:

LENNAR HOMES, LLC, a Florida limited
liability company

By: 

Name: MICHAEL MEYERS

Title: VICE PRESIDENT

Date: 7/29/2025

ESCROW AGENT

(MICHAEL C. BLAKE SUBDIVISION PROJECT)

The undersigned agrees to act as Escrow Agent in accordance with the terms of this Agreement.

ESCROW AGENT:

**CALATLANTIC NATIONAL TITLE
SOLUTIONS, LLC**, a Delaware limited liability
company

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT A

LEGAL DESCRIPTION OF THE LAND

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

AND

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

EXHIBIT B

Affidavit

[Part III, Ch. 692 F.S. - Conveyances to Foreign Entities - By Entity Buyer]

BEFORE ME, the undersigned authority, duly authorized to take acknowledgments and administer oaths, personally appeared _____ (“Affiant”) who deposes and says under penalties of perjury that:

(When used “Affiant” and “Buyer” include singular or plural as context so requires or admits.)

1. Affiant is the [state official capacity] of [state name/type/venue of entity], which is hereinafter referred to as “Buyer.” All statements in Lines 4 through 5 below are made solely with respect to the Buyer and any holder of a “Controlling Interest” in the Buyer (as defined in s. 287.138(1)(a), F.S.), in each case solely with respect to the real property identified in Line 2.

2. Buyer is purchasing or acquiring an interest in the following described real property:

[Insert Legal Description]

3. Affiant has been given the opportunity to consult with an attorney.

4. Buyer is (initial which is applicable):

_____ Not a Foreign Principal as defined in s. 692.201, F.S., and is in compliance with the requirements set out in ss. 692.202-205, F.S.

OR

_____ A Foreign Principal as defined in s. 692.201, F.S., and is in compliance with the requirements set out in ss. 692.202-205, F.S.

5. Affiant acknowledges the foregoing representations will be relied upon to establish compliance with the law.

(Affiant)
Print Name: _____
Official Capacity: _____
Name of Buyer: _____
Address: _____

STATE OF _____
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of [] physical presence or [] online notarization this ____ day of _____, 20____, by _____ who [] is personally known or [] has produced _____ as identification.

[Notary Seal]

Approved by FREC pursuant to F.A.C. 61J2-10.200

Notary Public
Printed Name: _____
My Commission Expires: _____

AFFIDAVIT OF PUBLICATION

John Haight
Accounting Division
City Of Cocoa - Te
65 Stone ST
Cocoa FL 32922-7982

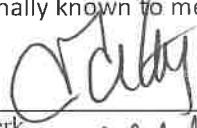
STATE OF WISCONSIN, COUNTY OF BROWN

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:

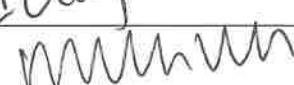
BRE Brevard Florida Today 11/18/2025
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Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 11/18/2025



Legal Clerk



Notary, State of WI, County of Brown

8.25.26

My commission expires

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MARIAH VERHAGEN
Notary Public
State of Wisconsin

**CITY OF COCOA
NOTICE OF PUBLIC HEARING
NOTICE IS HEREBY GIVEN THAT
THE PLANNING & ZONING
BOARD/LOCAL PLANNING
AGENCY
AND THE COCOA CITY COUNCIL
PROPOSE TO CONSIDER THE
FOLLOWING:**

**PZ 25-00200015 Michael C Blake
Subdivision Large Scale Site Plan**
Request to approve a large-scale site plan of the Michael C Blake Subdivision, consisting of 30 single family homes and consisting of approximately 2.56 acres. Generally located north of Barbra Jenkins St and between Mango and Blake Avenues.

**PZ 25-00100002 Michael C Blake
Subdivision Preliminary Plat**
Request to approve the preliminary subdivision plat of the Michael C Blake Subdivision, pursuant to Chapter 18, Subdivisions of the City of Cocoa Code of Ordinances. To subdivide 15 parcels for purpose of platting 30 new single family lots in total consisting of approximately 2.56 acres. Generally located north of Barbra Jenkins St and between Mango and Blake Avenues.

CONSISTING OF THE FOLLOWING

PARCEL ID NUMBERS:

24-36-32-07-*6, 24-36-32-07-*9,
24-36-32-07-*5, 24-36-32-07-*10,
24-36-32-07-*4, 24-36-32-07-*11,
24-36-32-07-*3, 24-36-32-07-*12,
24-36-32-07-*2, 24-36-32-07-*13,
24-36-32-07-*1, 24-36-32-07-*14,
24-36-32-07-*15, 24-36-32-07-*16,
24-36-32-07-*17

**PLANNING & ZONING BOARD/
LOCAL PLANNING AGENCY
PUBLIC HEARING WILL BE HELD
ON**

**December 3, 2025
CITY COUNCIL PUBLIC HEARING
WILL BE HELD ON**

**December 3, 2025
ALL HEARINGS WILL TAKE PLACE
AT 6:00 P.M. OR SOON THERE-
AFTER 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: November 18, 2025
Agenda Date: December 9, 2025
File ID: 2025-1076
Prepared By: Jennifer Webster, Senior Planner
Through: Stockton Whitten, City Manager
Requested Action: Consideration on 1st reading of Ordinance 12-2025, amending Appendix A, *Zoning*, Article XIII, *Supplementary District Regulations*, to add procedures for processing requests for Reasonable Accommodation from the City's Land Development Regulations, which shall also be applicable to Certified Recovery Residences to comply with Florida Statutes section 397.487; also amending article XI, *Schedule of District Regulations*, to add Certified Recovery Residences as principal and special exception uses in certain districts.

BACKGROUND:

In its latest regular 2025 session, the State Legislature passed Senate Bill (S.B.) 954, which mandates that municipalities adopt an ordinance to establish procedures for the review and approval of Certified Recovery Residences (CRR's), including a process for requesting "reasonable accommodations" from any local land use regulation which currently prohibits the establishment of Certified Recovery Residences. This ordinance brings the City of Cocoa into compliance with S.B. 954 and the Florida Statutes and provides a formal process to request reasonable accommodations from the City's land development regulations generally in compliance with the Americans with Disabilities Act and the Fair Housing Act.

Recovery Residences (also known as "sober homes" or "sober living homes") are non-medical residential settings designed to support recovery from substance use disorders, helping individuals transition from highly structured residential treatment programs back into their day-to-day lives. These may be cooperatively organized and run by residents or operated by for-profit or non-profit organizations. "Certified" recovery residences are those that obtain the voluntary certification outlined in Section 397.487, Florida Statutes and are actively managed by a certified recovery residence administrator. Certified recovery residences must meet rigorous standards to become certified, including:

- Developing a policy and procedures manual, which includes drug testing procedures and prohibits the use of any alcohol or drugs on the premises, policies to support recovery, and a good neighbor policy to address neighborhood concerns and complaints
- Rules for residences
- Intake procedures
- Sexual predator and sexual offender registry compliance policy
- Relapse policy
- Eviction procedures

- Code of ethics
- Background screening

Certificates of compliance must be renewed every year. There are four levels of certified recovery residences, depending upon the level of supervision and care of the residents.

The Fair Housing Act defines “reasonable accommodation” as a change, exception, or adjustment to a rule, policy, practice, or service, specifically including land use or zoning laws and policies, that may be necessary for a person with disabilities (including those requiring recovery and rehabilitation) to have an equal opportunity to use and enjoy a dwelling, including public and common use spaces. Where CRR’s will be permitted by right under this ordinance, they will not have to request reasonable accommodation. In districts where CRR’s are not permitted by right, they will be required to request reasonable accommodations to the zoning code.

(More information on Certified Recovery Residences and S.B. 954 can be found in the Bill Analysis and Fiscal Impact Statement, dated 4/22/2025, at this link: <https://www.flsenate.gov/Session/Bill/2025/954/Analyses/2025s00954.rc.PDF>)

The City therefore desires to add a new Section 34 to Appendix A, Article XIII, of the City Code to set forth procedures for the review of reasonable accommodation requests to the City’s zoning code, including for certified recovery residences, within the City’s jurisdictional boundaries; and the City further desires to amend its LDR’s to establish development standards and regulations for certified recovery residences in order to promote the consistent and uniform application of the City’s LDR’s to all uses of land. The full text of these amendments can be found in Ordinance 12-2025, attached hereto as attachment “A”, and summarized as follows:

I. Adding New Section 34 to Article XIII, *Supplementary District Regulations*.

The purpose of this new Section 34 - *Reasonable Accommodation Requests* - is to **establish procedures** for the review of reasonable accommodation requests including eligibility, application requirements, review process, general requirements, appeals, and revocations. It includes the requirement for CRR’s to be certified and managed as defined by the Florida Statutes. The Community Services Director, or their designee, shall review requests and make a determination to either grant a request in full, in part, with or without conditions, or to deny a request, in accordance with the ordinance and local, state, and federal law. Section 34 also clarifies that Community Residential Homes are not considered Certified Recovery Residences and are not subject to the provisions of the new section.

II. Amending Article XI, *Schedule of District Regulations*.

This ordinance also amends the City Zoning Code, Article XI, *Schedule of District*

Regulations, to add Certified Recovery Residences as principal and special exception uses in certain districts, without needing to go through the process established in the newly created Section 34 - *Reasonable Accommodation Requests*.

The following sections have been amended to add Certified Recovery Residences as **PRINCIPAL** use:

- Sec. 5. RU-2-15, Multiple-Family Dwelling District.
- Sec. 6. RU-2-25, Multiple-Family Dwelling District.
- Sec. 9. R-P, Residential Professional District.
- Sec. 10A. C-R, Restricted Commercial District.
- Sec. 11. C-N, Neighborhood Commercial District.

The following have been amended to add Certified Recovery Residences as a use by **SPECIAL EXCEPTION**:

- Sec. 10. P-S, Professional, Offices, and Services District.
- Sec. 12. C-G, General Commercial District.
- Sec. 13. CBD, Central Business District.

(Certified Recovery Residences will not be permitted in the Single-family RU-1-7 district unless they receive a reasonable accommodation under the process established in the ordinance.)

ANALYSIS

1. Zoning Code

Pursuant to Appendix A, Zoning, Article XXI, Amendment, Section 1(G)(2), the Planning Board shall consider and study:

a. The need and justification for the change.

Staff Finding: The justification for the changes is to comply with Section 397.487, Florida Statutes, as amended by Fla. S.B. 954 (Reg. Sess. 2025) (codified as Laws of Florida Chapter 2025-182).

b. The relationship of the proposed amendment to the purposes and objectives of the comprehensive planning program and to the comprehensive plan, with appropriate consideration as to whether the proposed change will further the purposes of this zoning code and other codes, regulations, and actions designed to implement the comprehensive

plan.

Staff Finding: The proposed amendment is consistent with the City of Cocoa's Comprehensive Plan's Goals, Objectives and Policies, specifically with regard to Housing, as such:

GOAL 3.5: The City shall promote non-discrimination and ensure fair and equal housing opportunities for residents of the City of Cocoa.

Objective 3.5.1: Fair Housing. The City shall remain committed to affirmatively further fair housing.

Policy 3.5.1.1: The City will fully comply with and require the private sector to comply with the Fair Housing Act of 1968 and the local Fair Housing Ordinance. All housing development and redevelopment activities CITY OF COCOA COMPREHENSIVE PLAN HOUSING Goals, Objectives, & Policies February 2020 III-16 shall be compatible with and further the purpose of the Fair Housing Act of 1968.

Policy 3.5.1.2: The City shall conduct periodic reviews and amend as necessary all land and housing development regulations to ensure compliance with Federal and State laws on accessibility.

Policy 3.5.1.3: The City shall continue to periodically review the local Fair Housing Ordinance and update as necessary.

Policy 3.5.1.4: The City shall continue to support local fair housing enforcement organizations such as the Fair Housing Continuum.

GOAL 3.6: The City shall encourage the provision of housing opportunities for people with special needs such as the homeless, the elderly, and the physically and/or mentally disabled.

Policy 3.6.1.1: The City shall continue to review, and revise where necessary, land development regulations to ensure adequate sites in residential areas are provided for special needs populations by means of group homes and foster care facilities licensed or funded by the State of Florida or other such means as shall be deemed appropriate by the Community Development Director.

Policy 3.6.1.2: The City shall continue to provide, in the Land Development Code, adequate location standards for sites in residential areas or areas of residential character for community residential homes, including group homes, retirement homes, and foster care facilities, in accordance with applicable Florida Statutes. These facilities should be located in a variety of urban and rural locations, as appropriate.

PRIORITY AREA CONNECTION:

Economic and Community Development

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

December 3, 2025, Planning and Zoning Board voted unanimously to recommend that City Council APPROVE Ordinance 12-2025 regarding Reasonable Accommodations and Certified Recovery Residences.

RECOMMENDED MOTION:

Staff requests City Council APPROVE the first reading of Ordinance 12-2025, an ordinance of the City Council of the City of Cocoa, Brevard County, Florida, amending Appendix A, *Zoning*, Article XIII, *Supplementary District Regulations*, to add procedures for processing requests for reasonable accommodation from the City's Land Development Regulations, which shall also be applicable to certified recovery residences in order to comply with Florida Statutes section 397.487; amending article XI, *Schedule of District Regulations*, to add certified recovery residences as principal and special exception uses in certain districts; providing for the repeal of prior inconsistent ordinances and resolutions, incorporation into the Code, severability, and an effective date.

ORDINANCE NO. 12-2025

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, AMENDING APPENDIX A, *ZONING*, ARTICLE XIII, *SUPPLEMENTARY DISTRICT REGULATIONS*, TO ADD PROCEDURES FOR PROCESSING REQUESTS FOR REASONABLE ACCOMMODATION FROM THE CITY'S LAND DEVELOPMENT REGULATIONS, WHICH SHALL ALSO BE APPLICABLE TO CERTIFIED RECOVERY RESIDENCES IN ORDER TO COMPLY WITH FLORIDA STATUTES SECTION 397.487; AMENDING ARTICLE XI, *SCHEDULE OF DISTRICT REGULATIONS*, TO ADD CERTIFIED RECOVERY RESIDENCES AS PRINCIPAL AND SPECIAL EXCEPTION USES IN CERTAIN DISTRICTS; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City of Cocoa ("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 City maintains Appendix A, *Zoning*, of the City Code, which sets forth the City's zoning code and provides standards for the use and design of real property within the City; and

WHEREAS, federal law, specifically the Fair Housing Act, codified at 42 U.S.C. §§ 3601-19, and Title II of the Americans with Disabilities Act, codified at 42 U.S.C. § 12132, requires local governments to make reasonable accommodations to rules, policies, practices or services, including land use or zoning laws and policies, when such accommodations may be necessary to afford persons with disabilities an equal opportunity to use and enjoy a dwelling; and

WHEREAS, local governments are strongly encouraged to have established procedures by which persons with disabilities may request reasonable accommodations with respect to rules, policies, practices, or services, specifically including land use or zoning laws and policies, in accordance with *Jeffrey O. v. City of Boca Raton*, 511 F. Supp. 2d 1339 (2007) and the *Joint Statement of the Department of Housing and Urban Development and the Department of Justice, State and Local Land Use Laws and Practices and the Application of the Fair Housing Act*, published November 10, 2016; and

WHEREAS, Section 397.487, Florida Statutes, as amended by Fla. S.B. 954 (Reg. Sess. 2025) (codified as Laws of Florida Chapter 2025-182) mandates that the City Council of the City of Cocoa adopt an ordinance to establish procedures for the review and approval of certified recovery residences, including a process for requesting reasonable accommodations from any local land use regulations which serve to prohibit the establishment of a certified recovery residence; and

WHEREAS, the City therefore desires to add a new Section 34 to Appendix A, Article XIII, of the City Code to set forth procedures for the review of reasonable accommodation requests to the City's zoning code, including for certified recovery residences, within the City's jurisdictional boundaries; and

WHEREAS, adoption of this Ordinance is required to implement the new provisions of Florida Statutes § 397.487, and thus is required to comply with state law; therefore, the City is not required to prepare or cause to be prepared a business impact statement pursuant to Florida Statutes § 166.071(4); and

WHEREAS, the City further desires to amend its land development regulations to establish development standards and regulations for certified recovery residences in order to promote the consistent and uniform application of the City's land development regulations to all uses of land; and

WHEREAS, on _____, 2025, the City's Planning and Zoning Board (Local Planning Agency) reviewed the amendments contained herein at a duly noticed public hearing and forwarded its recommendation of adoption to the City Council; and

WHEREAS, the City Council held duly advertised public hearings on this Ordinance and has determined that the adoption of the amendments to the City's zoning code as contained herein is in the best interests of the City and the health, safety, and welfare of the public.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COCOA HEREBY ORDAINS AS FOLLOWS:

Section 1. Recitals. The foregoing recitals are hereby fully incorporated herein by this reference as legislative findings and reflect the intent and purpose of the City Council of the City of Cocoa.

Section 2. Code Amendment – New Section 34. Appendix A, *Zoning*, Article XIII, *Supplementary District Regulations*, of the Code of Ordinances of the City of Cocoa, Florida, is hereby amended as follows to add a new Section 34, *Reasonable Accommodation Requests*: (underlined type indicates additions and ~~strikeout~~ type indicates deletions, while asterisks (* * *) indicate a deletion from this Ordinance of text appearing in Appendix A. It is intended that the text in Appendix A not modified by this Ordinance, shall remain unchanged from the language existing prior to the adoption of this Ordinance).

APPENDIX A. – ZONING

* * *

ARTICLE XIII. – SUPPLEMENTARY DISTRICT REGULATIONS

* * *

Sec. 34 – Reasonable Accommodation Requests.

- (A) PURPOSE. The purpose of this section is to establish procedures for the review of reasonable accommodation requests made regarding City land use and zoning ordinances, rules, regulations, policies, and procedures that may either be necessary to afford persons with disabilities an equal opportunity to use and enjoy a dwelling or to avoid discrimination consistent with the Federal Fair Housing Act (42 U.S.C. § 3601, et seq.) (“FHA”) and Title II of the Americans with Disabilities Act (42 U.S.C. § 12131 et seq.) (“ADA”). In addition, this section is intended to address the establishment of certified recovery residences and provide procedures for the review and approval of requests for a reasonable accommodation in the application of the City’s ordinances, rules, policies, and procedures with regard to such certified recovery residences as required by Section 397.487, Florida Statutes.
- (B) ELIGIBLE APPLICANTS. Any person who is disabled, their designated representative, or a provider of services to disabled individuals, collectively referred to as “applicant” in this section, may request a reasonable accommodation to the City’s land use and zoning ordinances, rules, regulations, policies, and procedures in accordance with this section. For purposes of this section, a "disabled" individual or person is an individual that qualifies as disabled and/or handicapped under the FHA and/or ADA as defined therein.
- (C) APPLICATION REQUIREMENTS. A request for reasonable accommodation under this section from the City’s land development regulations, rules, policies, and procedures shall be made in writing to the Community Services Director and shall at a minimum provide the following information:
- (1) The name and contact information of the applicant making the request or the applicant’s authorized representative.
 - (2) If the applicant is not the owner of the property where the reasonable accommodation is being requested, contact information of the property owner must also be provided, and the written consent of the property owner must be provided to the City before the application is considered complete.
 - (3) The property address and Brevard County Property Appraiser’s parcel identification number.
 - (4) A description of the applicant’s disability (a physical or mental impairment that substantially limits one or more major life activities). The applicant may attach any information that he or she wishes to provide the City verifying his or her disability as defined by federal law, such as:
 - a. Medical records or letter of a medical profession;

b. Proof that, if the individual is under 65 years of age, receives Supplemental Security Income or Social Security Disability Insurance benefits; or

c. Statement of a non-medical service agency or reliable third party who is in a position to know of the individual's disability.

If the applicant is a qualified entity serving disabled persons, the applicant need not produce individualized evidence of their residents' or clients' disability, but must submit a copy of policies or governing documents of the qualifying entity verifying and ensuring that it serves or will serve only those with actual disabilities as defined by the FHA and ADA and that it will adhere to such policies and procedures, such as house rules or admissions criteria.

(5) A description of the accommodation needed, identifying the ordinances, rules, or policies from which the applicant seeks reasonable accommodation, including a description of why the requested accommodation is necessary and is related to the identified disability.

(6) A certification stating as follows: "I certify, under penalty of perjury, that the information provided in this request is true and correct. I understand that if I knowingly provide false information with this request my request shall become null and void."

(7) Any additional documentation the applicant feels is necessary to support the request for reasonable accommodation.

(8) The notarized signature of the applicant and date of the application.

The City shall date stamp the application upon receipt and shall notify the applicant in writing within thirty (30) days if additional information is required, which may include further documentation verifying the disability of the applicant or verifying the disability-related need for the requested accommodation to the extent allowed by law. The applicant shall have 30 days to respond with the additional information to complete the application or the application will be deemed withdrawn.

(D) REVIEW PROCESS. Within sixty (60) days of receiving the completed application for reasonable accommodation, the Community Services Director, or their designee, shall review the request and make a determination to either: (1) grant the reasonable accommodation request in full; (2) grant the reasonable accommodation request with conditions; (3) grant the request in part and deny the request in part; or (4) deny the request, in accordance with local, state, and federal law. The Community Services Director's determination shall be in writing. If the request is denied, the reasons for the

denial shall be stated in writing. Denials shall be based on objective, evidence-based reasons and identify any deficiencies or actions necessary for reconsideration. The final determination shall give notice of the applicant's right and method of appeal.

For certified recovery residence requests for reasonable accommodation, if the final written determination is not issued within sixty (60) days after receipt of the completed application, the request is deemed approved unless the parties agree in writing to a reasonable extension of time. The Community Services Director, or their designee, shall be permitted to include a condition of approval that current evidence of disability be provided to the City at regular intervals, no more frequently than annually.

The Community Services Director, or their designee, shall make the determination consistent with the City Code and the FHA and/or ADA after considering the following review criteria:

- (1) Whether the applicant has established that he/she is protected under the FHA and/or ADA by demonstrating that they are handicapped or disabled, as defined in the FHA and/or ADA. To do this, the applicant must show he or she has, or is serving those with:
 - a. A physical or mental impairment which substantially limits one (1) or more major life activities (please see the attached Verification of Disability Form for definitions);
 - b. That they are regarded as having such impairment; or
 - c. That they have a record of having such impairment.
- (2) Whether the requested accommodation is reasonable and necessary to afford the applicant with an equal opportunity to use and enjoy the dwelling or is reasonable and necessary to assure the applicant an equal opportunity to enjoy a service, program, or activity offered by the City.
- (3) Whether the requested accommodation would impose an undue financial or administrative burden on the City.
- (4) Whether the requested accommodation would require a fundamental alteration in the nature of the land use and zoning regulations of the City.

If the Community Services Director, or their designee, finds that the requested accommodation will impose an undue financial or administrative burden on the City or will require a fundamental alteration in the nature of the City's service, program or activity, the Director may consider whether an alternative reasonable accommodation exists which would effectively meet the disability-related need. An alternative reasonable accommodation may be the requested accommodation with conditions. In

conducting the review, the Director, or designee, may make a site visit to the property where the reasonable accommodation is being requested, if needed.

- (E) APPEALS. The applicant may appeal the written decision of the Community Services Director within thirty (30) days of the issuance of the Community Services Director's decision. Appeals shall be made in writing to the City Manager and filed with the City Clerk. Appeals shall include the name, address, and telephone number of the applicant; a notarized signature of the applicant; and a written summary of the reasons for the appeal, including any legal or factual basis for the appeal. The City Manager shall issue a final decision on the appeal within forty-five (45) days of filing the appeal with the City Clerk. Any applicant aggrieved by a final decision of the City Manager made under this section shall have the right to file an appropriate action in a court of competent jurisdiction.
- (F) NO APPLICATION FEE. There shall be no fee imposed by the City for the reasonable accommodation request process or appeals outlined in this section.
- (G) GENERAL PROVISIONS. The following additional general provisions are applicable to requests for reasonable accommodation under this Section.
- (1) An applicant may request a reasonable accommodation on their own behalf or may be represented at all states by an attorney, legally appointed guardian, or other person designated by the individual in writing.
 - (2) In the event that a reasonable accommodation is granted, the applicant shall comply with any and all applicable conditions, as well as all permitting procedures required by the City Code and all land development regulations of the City which have not been affected by the reasonable accommodation.
 - (3) All reasonable accommodations are specific to the applicant and do not run with the land.
 - (4) A reasonable accommodation does not alter an individual's obligation to comply with all other applicable federal, state, county, or City requirements, rules, regulations, or laws.
 - (5) A reasonable accommodation issued pursuant to this Section shall not supersede any current or future declaration of condominium adopted pursuant to Chapter 718, Florida Statutes, or cooperative document adopted pursuant to Chapter 719, Florida Statutes, or declaration of covenant adopted pursuant to Chapter 720, Florida Statutes.
- (H) REVOCATIONS. Approvals granted under this Section for a reasonable accommodation may be revoked or modified by the City Manager, or designee, if the applicant fails to comply with all conditions of approval or fails to maintain all

certifications and/or licenses required by law and such certifications or licenses are not reinstated within 180 days. The City shall provide a 30-day written notice of the proposed revocation or modification. The applicant may request an opportunity to be heard before the City Manager prior to the effective date of the proposed revocation.

- (I) CERTIFIED RECOVERY RESIDENCES. A certified recovery residence may be established as a permitted use in the RU-2-15, RU-2-25, R-P, C-R, C-N zoning districts without reasonable accommodation. A certified recovery residence may be established as a conditional use in the P-S, C-G, and CBD zoning districts without reasonable accommodation. Certified recovery residences must comply with the zoning regulations established in Appendix A, Zoning, of the City Code and all other applicable land development regulations, except that reasonable accommodations may be requested pursuant to this Section.

With regard to recovery residences, the City shall require all applicants for a reasonable accommodation to have a valid certificate of compliance and provide evidence that it is actively managed by a certified recovery residence administrator as provided in Section 397.311 and 397.487, Florida Statutes, unless the recovery residence has a charter from an entity recognized or sanctioned by Congress. The Community Services Director, or their designee, shall deny requests for a reasonable accommodation from the definition of a “family” for recovery residences, otherwise known as “sober homes,” that are not certified in accordance with the provisions of Section 397.487, Florida Statutes, unless the recovery residence has a charter from an entity recognized or sanctioned by Congress. The City Council finds that persons suffering from addiction represent a vulnerable consumer population and adopts by reference the findings and intent of the Legislature as expressed in Section 397.487, Florida Statutes, and its supporting legislative history, and concludes that the requirement to maintain a certification is intended to protect persons who reside in recovery residences.

If the Applicant is not the administrator who will be actively managing the residents and staff of the certified recovery residence, the name and contact information of the administrator must also be provided. A copy of the current certifications and licenses for the certified recovery residence shall be attached to the application.

- (J) COMMUNITY RESIDENTIAL HOMES. Development permit applications for community residential homes, as defined in Section 419.001, Florida Statutes, shall not be subject to the provisions of this Section.

Section 3. **Code Amendment to Article XI.** Appendix A, *Zoning*, Article XI, *Schedule of District Regulations*, of the Code of Ordinances of the City of Cocoa, Florida, is hereby amended as follows: (underlined type indicates additions and ~~strikeout~~ type indicates deletions, while asterisks (* * *) indicate a deletion from this Ordinance of text appearing in Article XI. It is intended that the text in Article XI not modified by this Ordinance, shall remain unchanged from the language existing prior to the adoption of this Ordinance).

APPENDIX A. – ZONING

* * *

ARTICLE XI. – SCHEDULE OF DISTRICT REGULATIONS

* * *

Sec. 5. - District and intent—RU-2-15, Multiple-Family Dwelling District.

The provisions of this district are intended to apply to an area of medium density residential development with a variety of housing types. Lot sizes and other restrictions are intended to promote and protect medium density residential development, maintaining an adequate amount of open space for such development. Paragraphs (A) through (O) below shall not apply to construction meeting the definition of "townhouse" in article V. Paragraphs (P) through (BB) shall apply only to construction meeting the definition of "townhouse" contained in article V.

(A) PRINCIPAL USES AND STRUCTURES.

- (1) Multiple-family dwellings (four (4) or more units per building) not more than fifteen (15) dwelling units per acre (two thousand nine hundred (2,900) square feet of lot per dwelling unit) for multi-storied structures. Multiple-family dwellings (four (4) or more units per building) of not more than ten (10) units per acre (four thousand three hundred fifty (4,350) square feet of lot per dwelling unit) for single-story structures. For the purpose of computing density allowed, property divided by a public road shall be considered as separate parcels (refer to article XIII, Supplementary District Regulations, section 2, Designation of lesser maximum density.)
- (2) Single-family and multi-family dwellings of not more than three (3) units per building as regulated by Section 3, RU-1-7, or in accordance with this Section 5. Single-family and multi-family dwellings of not more than three (3) units per building constructed, platted and lawfully approved in accordance with the regulations of section 4A, RU-2-10, prior to the effective date of Ord. 02-2021 [April 13, 2021] shall be considered lawful, conforming lots and structures subject to all applicable conditions and requirements imposed by the city when said lots and structures were previously permitted.
- (3) Townhouse residential subdivisions as regulated in this section.
- (4) Certified recovery residences.

* * *

Sec. 6. - District and intent—RU-2-25, Multiple-Family Dwelling District.

The provisions of this district are intended to apply to several areas of the city adjacent or proximate to the Central Business District and primarily within the redevelopment area as designated on the city's adopted redevelopment plan. Uses are based upon the city comprehensive plan and redevelopment plan and are intended to accommodate medium-high density residential multi-family development in areas proximate to commercial and office development or to the waterfront and on or near major collector or arterial streets. The permitted uses and design and development standards are intended to promote major developments of high quality including townhouse and multiple-family residential development, hotels and motels and single-family development. It is intended that "performance standards" control the permissible type, density or intensity, mix of development and design and development criteria.

All development in the RU-2-25 Multiple-Family Dwelling District, except for the construction of an individual single-family dwelling unit on a single lot, shall be required to submit a site plan and obtain approval pursuant to article XIII, section 1 of this zoning ordinance.

(A) PRINCIPAL USES AND STRUCTURES.

- (1) Multiple-family dwellings (five (5) or more units per building). For the purpose of computing density allowed, property divided by a public road shall be considered as separate parcels (refer to article XIII, Supplementary District Regulations, section 2, Designation of lesser maximum density).
- (2) Single-family and Multi-family dwellings of not more than four (4) units per building. Single-family and multi-family dwellings of not more than four (4) units per building constructed, platted and lawfully approved in accordance with the regulations of section 4A, RU-2-10, prior to the effective date of Ord. 02-2021 [April 13, 2021] shall be considered lawful, conforming lots and structures subject to all applicable conditions and requirements imposed by the city when said lots and structures were previously permitted.
- (3) Townhouse residential subdivision (as regulated by section 5, RU-2-15 and this section).
- (4) Certified recovery residences.

* * *

Sec. 9. - District and intent—R-P, Residential Professional District.

* * *

(A) PRINCIPAL USES AND STRUCTURES.

* * *

(5) Certified recovery residences.

* * *

Sec. 10. – District and intent – P-S, Professional, Offices, and Services District.

* * *

(C) SPECIAL EXCEPTIONS.

- (1) Uses in keeping with the intent of the district.
- (2) Technical schools not with an industrial nature.
- (3) Sewer lift stations.
- (4) Clinic, animal.
- (5) Private club.
- (6) Churches, rectories, parish houses, temples, synagogues, and associated buildings, including educational and recreational buildings.
- (7) Nursing and convalescent homes.
- (8) Multiple-family dwellings as regulated by section 5, RU-2-15 District.
- (9) Security mobile home or facility located upon public or private property.(
- (10) Half-way houses.
- (11) Television dish receivers and antennae as regulated by article XIII, section 21, Television dish receivers and antennae.
- (12) Electronic communication/transmission facilities and exchanges.
- (13) Adult congregate living facility (ACLF).
- (14) Certified recovery residences.

* * *

Sec. 10A. – District and intent – C-R, Restricted Commercial District.

* * *

(A) PRINCIPAL USES AND STRUCTURES.

* * *

(9) Certified recovery residences.

* * *

Sec. 11. - District and intent—C-N, Neighborhood Commercial District.

* * *

(A) PRINCIPAL USES AND STRUCTURES.

* * *

(11) Certified recovery residences.

* * *

Sec. 12. – District and intent – C-G, General Commercial District.

* * *

(C) SPECIAL EXCEPTIONS.

- (1) Automotive repair establishments when conducted entirely within an enclosed structure.
- (2) Service stations and car wash establishments, subject to the following provisions:
 - a. Minimum lot size: Ten thousand (10,000) square feet.
 - b. Minimum floor area: Three hundred (300) square feet exclusive of interior servicing area.
 - c. Height: Twenty-five (25) feet.
 - d. Setbacks other than required elsewhere in this district: 1) Gasoline pumps and other service island equipment: Twenty (20) feet from property line; 2) Building or other structure: Fifteen (15) feet each side.

- e. Tank storage: Underground storage required for all receptacles for combustible materials in excess of two hundred (200) gallons.
 - f. A visual screen meeting the specifications of article XIII, section 5, Visual screens, Supplementary District Regulations, shall be provided along the rear and the length of the sides of the site.
- (3) Commercial recreation structures such as theaters, driving ranges, and bowling alleys, except drive-in theaters.
- (4) Telecommunications towers and antennas pursuant to article XIII, section 26.
- (5) Passenger transportation terminals with subordinate freight facilities.
- (6) Sewer lift stations.
- (7) Any other use in keeping with the intent of the district.
- (8) Churches, rectories, parish houses, temples, synagogues, and associated buildings, including educational and recreational facilities.
- (9) Mortuaries and funeral homes.
- (10) Security mobile home or facility located upon public or private property.
- (11) Child care centers, day nurseries or kindergartens.
- (12) Half-way houses.
- (13) A bar or lounge, with or without a package store, or a package store.
- (14) Self-service storage facilities, subject to the following provisions:
 - a. Minimum lot area: An area not less than twenty thousand (20,000) square feet having a minimum width of one hundred (100) feet and a minimum depth of two hundred (200) feet.
 - b. There shall be a minimum of one (1) parking space for the office manager, one (1) parking space for each 600 square feet of office space, one (1) parking space for each fifty (50) storage units, and one (1) parking space for each five thousand (5,000) square feet of major recreational equipment storage area.
 - c. Where a self-service storage facility abuts residentially-zoned property, an opaque fence or wall, at least six (6) feet in height, shall be provided.

- d. All lights shall be shielded to focus and direct light onto the uses established, and away from adjacent property or street/roads. The lighting may be of sufficient intensity to discourage vandalism and/or theft.
- e. The structure shall not be utilized as a place of business by renters or lessors of space and no local business tax receipt shall be approved where the business operation takes place on the property other than that of the self-service storage facility owner/operator.
- f. Outdoor storage of major recreational equipment shall be permitted with the following conditions:
 - 1. Outdoor storage areas shall be screened from view on all sides visible from rights-of-way and adjoining property by either a solid wall or opaque fence at least ten (10) feet in height or an on-site building. Where such outdoor storage area abuts a right-of-way, the required wall or fence shall be set back a minimum of five (5) feet from the property line and a landscape buffer installed between the property line and the fence. See subsection (g) below on landscaping.
 - 2. Gates in fencing shall be of the same opaque material as the fence. Gates in a wall shall be of an opaque material.
 - 3. Gate width for vehicle entry/exit and interior drive access aisles shall be sized to accommodate the turning radius needed for large vehicles.
 - 4. Outdoor storage of vehicles such as cars or trucks shall not be permitted.
 - 5. Outdoor storage of major recreational equipment exceeding thirteen and one-half (13½) feet in height shall not be permitted.
 - 6. On-site light, minor maintenance and cleaning of any major recreational equipment permitted by this section is allowed. However, the following shall be strictly prohibited: refueling, oil and engine fluid changes, major restoration, part salvage, major part replacement, engine repair, transmission repair, body repair, and other heavy and major repairs.
 - 7. No major recreational equipment may be stored which is wrecked, being stripped for parts, awaiting salvage or recycling, or inoperable.

8. Major recreational equipment permitted under this section shall not be used as living quarters.

g. Landscaping: A five-foot landscape buffer shall be provided along all road rights-of-way and shall consist of trees and high profile shrubs together with suitable ground cover to include native grasses and mulching, where appropriate. Landscaping shall be designed, placed and maintained in such a manner as not to impair vehicle visibility at corner intersections. The landscaping requirements shall conform to article XIV, Landscaping Requirements of the zoning code, of the city.

h. When the application for special exception is submitted, it shall be accompanied by a site plan addressing specific provisions identified herein, and shall be considered binding upon use as a self-service storage facility.

(15) Television dish receivers and antennae as regulated by article XIII, section 21, Television dish receivers and antennae.

(16) Electronic communication/transmission facilities and exchanges.

(17) Certified recovery residences.

* * *

Sec. 13. - District and intent—CBD, Central Business District.

* * *

(C) SPECIAL EXCEPTIONS.

(1) Schools, including public, private, business, technical, vocational and trade but not involving operations of an industrial nature.

(2) Other commercial uses in keeping with the Central Business District character of the district.

(3) Churches, rectories, parish houses, temples, synagogues, and associated buildings, including educational and recreational facilities.

(4) Security building.

(5) Child- and day-care facilities, preschools.

(6) A bar or lounge, with or without a package store.

- (7) Commercial recreation facilities, such as theatres, driving ranges, and bowling alleys, except drive-in theaters.
- (8) Repair service establishments, such as household appliances, radio and television and similar uses.
- (9) Parking lots and garages, public or private.
- (10) Dry cleaning establishments using non-inflammable solvent and cleaning fluids as determined by the fire chief.
- (11) Sewer lift stations.
- (12) Adult living facilities.
- (13) Animal clinics with or without kennels.
- (14) Commercial radio and television broadcasting transmitters, towers, and antennae.
- (15) Drive-through facilities.
- (16) Electronic communication/transmission facilities and exchanges.
- (17) General contractors without open storage or display.
- (18) Nursing and convalescent homes.
- (19) Outdoor arenas, facilities, flea markets, or similar outdoor or indoor/outdoor sales complexes, temporary or permanent race tracks (auto, dog, go-kart, horse, motorcycle).
- (20) Package store.
- (21) Parks—Public and private.
- (22) Public facilities/uses.
- (23) Sales office—Temporary.
- (24) Shopping center.
- (25) Craft breweries, with or without a bar and/or lounge area as an accessory use, subject to the following:
 - b. Onsite production shall be limited to beer, only; and

- c. No alcohol consumption, other than that associated with a bar and lounge area, shall be permitted on-site; and
- d. All materials and supplies related to the brewery operation shall be stored in an enclosed structure.

(26) Certified recovery residences.

* * *

Section 4. Repeal of Prior Inconsistent Ordinances and Resolutions. All prior inconsistent ordinances and resolutions adopted by the City Council, or parts of prior ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

Section 5. Incorporation Into Code. This Ordinance shall be incorporated into the City Code of the City of Cocoa and any section or paragraph, number or letter, and any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical, and like errors may be corrected and additions, alterations, and omissions not affecting the construction or meaning of this Ordinance and the City Code may be freely made.

Section 6. Severability. If any section, subsection, sentence, clause, phrase, word or provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 7. Effective Date. This Ordinance shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the _____ day of _____, 2025.

MICHAEL C. BLAKE
Mayor

ATTEST:

MONICA ARSENAULT
City Clerk

Legal Ad Published: _____

AFFIDAVIT OF PUBLICATION

Jennifer Webster, Planning & Zoning Dept.
Attn: Accounting Division
City Of Cocoa (Te)
65 Stone St
Cocoa FL 32922-7982

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Florida Today, a daily newspaper published in Brevard County, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of , was published on the publicly accessible website of Brevard County, Florida, or in a newspaper by print in the issues of, on:

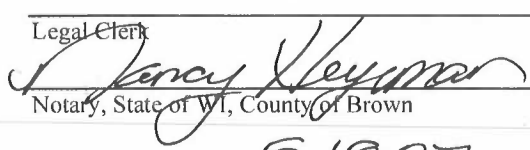
BRE Brevard Florida Today 11/25/2025

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 11/25/2025



Legal Clerk



Notary, State of WI, County of Brown

5.19.27

My commission expires

Publication Cost:	\$498.80	
Tax Amount:	\$0.00	
Payment Cost:	\$498.80	
Order No:	11860211	# of Copies:
Customer No:	1127247	1
PO #:	PZ Dec. 3 CC Dec. 9	

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

NANCY HEYRMAN
Notary Public
State of Wisconsin

CITY OF COCOA NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT

**THE PLANNING & ZONING BOARD/LOCAL PLANNING
AGENCY AND THE COCOA CITY COUNCIL**

PROPOSE TO CONSIDER THE FOLLOWING:

**PZ 25-02000005 ZONING TEXT AMENDMENT I ORD 012-2025
REASONABLE ACCOMMODATION AND CERTIFIED RECOVERY
RESIDENCE ORDINANCE**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, AMENDING APPENDIX A, ZONING, ARTICLE XIII, SUPPLEMENTARY DISTRICT REGULATIONS, TO ADD PROCEDURES FOR PROCESSING REQUESTS FOR REASONABLE ACCOMMODATION FROM THE CITY'S LAND DEVELOPMENT REGULATIONS, WHICH SHALL ALSO BE APPLICABLE TO CERTIFIED RECOVERY RESIDENCES IN ORDER TO COMPLY WITH FLORIDA STATUTES SECTION 397.487; AMENDING ARTICLE XI, SCHEDULE OF DISTRICT REGULATIONS, TO ADD CERTIFIED RECOVERY RESIDENCES AS PRINCIPAL AND SPECIAL EXCEPTION USES IN CERTAIN DISTRICTS; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

**PLANNING & ZONING BOARD/ LOCAL PLANNING AGENCY
PUBLIC HEARING WILL BE HELD ON**

December 3, 2025

CITY COUNCIL PUBLIC HEARING WILL BE HELD ON

December 9, 2025

**ALL HEARINGS WILL TAKE PLACE AT 6:00 P.M. OR SOON
THEREAFTER IN THE COCOA CITY HALL COUNCIL CHAMBERS
LOCATED AT
65 STONE STREET, COCOA, FL**

General Notice Information:

This is a public meeting. Interested parties are hereby advised that they may appear at said meeting and be heard. The facility wherein this public meeting will be held is accessible to the physically handicapped. In accordance with the Americans With Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk, Monica Arsenault, at least 48 hours prior to the meeting by telephone at (321) 433-8484 or via email at marсенault@cocoafl.gov.

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

The BOA, PZ Board/LPA and City Council reserve the right to continue or postpone hearings to a date certain without re-advertising.

Public Participation Information:

The public may inspect the agenda items, ordinances, and supporting documents at the Community Services Department, between 8:00 a.m. and 5:00 p.m., Monday through Friday, or by phoning (321) 433-8451, or on the City's website at the following link prior to the meeting: <https://www.cocoafl.gov/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.

FT-42976238

CITY COUNCIL AGENDA ITEM

Memo Date: November 24, 2025
Agenda Date: December 9, 2025
File ID: 2025-1153
Prepared By: Breanna Earley, Assistant City Clerk
Through: Stockton Whitten, City Manager
Requested Action: Consider the Reappointment of Angelia Smith and Crystal McQueen and the appointment of Amy Robinson to the Diamond Square CRA.

BACKGROUND:

There are currently four (4) available seats on the Diamond Square CRA. Seat #1 is a 1-year term. Seat #2 is a 2-year term. Seat #3 is a 3-year term. Seat #5 is a 4-year term that is empty due to a resignation. Whoever fills it will complete the term through January 2028.

Ms. Angelia Smith, who is currently fulfilling Seat #2 of the Diamond Square CRA, is set to expire on January 30, 2026. She has served on the Diamond Square CRA since May 2024. Ms. Smith has indicated an interest in being reappointed to the Diamond Square CRA.

Ms. Crystal McQueen, who is currently fulfilling Seat #3 of the Diamond Square CRA, is set to expire on January 30, 2026. She has served on the Diamond Square CRA since May 2022 when she fulfilled a vacated seat. Ms. McQueen has indicated an interest in being reappointed to the Diamond Square CRA.

Ms. Amy Robinson does not currently serve on the Diamond Square CRA. She is interested in serving on the Diamond Square Redevelopment Agency Board to contribute her experience in leadership, counseling, and community engagement toward improving local programs and resident well-being. Ms. Robinson has a background in public affairs, crisis management, and youth and family development through roles in mental health, childcare, and ministry. She meets all requirements to serve on a board in the City of Cocoa.

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:

Consider the Reappointment of Angelia Smith and Crystal McQueen and the appointment of Amy Robinson to the Diamond Square CRA.

Application for Board/Committee Membership

10/20/2025 6:22 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	10/20/2025
First Name	Amy
Last Name	Robinson
Street Address	401 Churchill Drive
City	Cocoa
State	FL
Zip Code	32922
Cocoa City Council District that you live in:	District 1
Primary Phone Number	4074325010
Place of Business	St John's Recovery Place
Title/Position Held	Therapist
Email Address	amykellyavant@gmail.com
Board or Commission of first choice:	Redevelopment Agency (Diamond Square)
Board or Commission of second choice:	Redevelopment Agency (Diamond Square)
Board or Commission of third choice:	Redevelopment Agency (Diamond Square)

Redevelopment Agency -Diamond Square

Term: 4 years.
Members: 7 members appointed by City Council.
Duties: To disseminate slum clearance and community redevelopment information; To conduct plans for carrying out a program of voluntary or compulsory repair and rehabilitation of buildings and improvements; To conduct appraisals, title searches, surveys, studies, and other plans and work necessary to prepare for the undertaking of community redevelopment projects and related activities; To plan for the enforcement of state and local laws, codes and regulations relating to the use of land and the use and occupancy of buildings and improvements and to the compulsory repair, rehabilitation, demolition, or removal of buildings and improvements; To develop, test, and report methods and techniques, and carry out demonstrations and other activities for the prevention and the elimination of slums and other blight and developing and demonstrating new or improved means of providing housing for families

and persons of low income; To apply for, accept, and utilize grants or funds from the federal government for such purposes.
*Must reside in the area of the CRA or be engaged in business in the area of the CRA (Per Florida Statute 163.356(3)(b)).

Meetings: Third Monday of each month at 6:00 pm in the City Council Chambers.

All meetings are subject to change in dates and/or may be canceled with the approval of the City Manager (with the exception of the regular Council meetings), dependent upon whether there are items or cases to be considered. Other meetings of boards not listed above are held on an infrequent basis to which there is no standard or specified monthly date. (Please refer to the preceding "Description of Boards and Committees".) The three pension boards generally meet quarterly, and meetings may be held more often, depending on necessity. The Drug Related Public Nuisance Board holds meetings coinciding with the Code Enforcement Board; however, it meets infrequently on an as needed basis.

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)	401 Churchill Drive 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 committee. Please include information relating to prior service on any governmental board or committee, and any specialized skills or training you feel will help you to qualify for membership on the desired City board or committee.

I am interested in serving on a Diamond Square Redevelopment Agency Board to contribute my experience in leadership, counseling, and community engagement toward improving local programs and resident well-being. My background includes several years of service in public affairs, crisis management, and youth and family development through roles in mental health, childcare, and ministry. I bring specialized skills in counseling practices, program coordination, and effective communication that foster collaboration and problem-solving. I am excited for an opportunity to possibly participate in making our community better.

Race	African-American
Gender	Female

Applicant Certification

By filling this application with the City of Cocoa, I do hereby acknowledge the following:

- This application, when completed and filed with the Office of the City Clerk, is a public record under Chapter 119, Florida Statutes, and is open to public inspection.

- I am responsible for keeping the information on this form current and provide any changes or updates to the Office of the City Clerk.
- I consent to filing a Statement of Financial Interests (Form 1) required if required for the board in which I am appointed to.
- If appointed to a board/committee, I acknowledge that this is my obligation and duty to comply with the following: Code of Ethics for Public Offices (Florida Statutes, Chapter 112, Part III) Florida Sunshine Law (Florida Statutes, Chapter 286)

<http://www.flsenate.gov/Statutes>

Applicant Signature

A handwritten signature in black ink, appearing to be 'M. K.', written over a horizontal line.

Signature Date

10/20/2025

Diamond Square Redevelopment (Reconstructed 1/30/2020)				
Agency		Meets Third Monday Every Month @ 6pm		Expirations Vary
MEMBER	ADDRESS	PHONE	APPOINTED	EXPIRES
Seat #1: 1-year term Brenda Fox	1110 Abington St Cocoa, FL 32922 ebfox74@yahoo.com	321-636-7446 Hm 321-266-7453 cell	5/14/2024 Appointed	01/30/2026
Seat #2: 2-year term Angelia Smith	601 Barbara Jenkins Street Cocoa, FL 32922 angelia@ucf.edu	321-626-3285 cell	5/14/2024 Appointed	01/30/2026
Seat #3: 3-year term Crystal McQueen Vice Chairperson	956 N. Cocoa Blvd. Ste 1121 Cocoa, FL 32922 crystalmcqueen@gmail.com	321-355-8170 hm 321-427-7327 wk	01/24/23 Reappt. For 3-year term 05/10/2022 appointed to fill term vacated by D. Martin	01/30/2026
Seat #4: 4-year term Tracy Moore-Chairperson	2747 Wentworth Place Cocoa, FL 32926-5865 rcptm@bellsouth.net	639-9917	01/30/2024-4-year term	01/30/2028
Seat #5: 4 year term Marilyn Ross Smith VACANCY	1056 Park Drive Cocoa, FL 32922 marilynsmithonline@gmail.com	795-1252 cell	01/30/2024 4 year term	01/30/2028
Seat #6: 4-year term Jackie Isom	1050 Bristol Drive Cocoa, FL 32922 Ms.jay50@yahoo.com	480-1763 cell	01/30/2024-4-year term	01/30/2028
Seat #7: District 2 County Commission: Larry Brown	1720 Cogswell St. Rockledge, FL 32955 brow3093@bellsouth.net	321-536-8235 – Cell 321-636-8338 – Home	03/25/24 - 03/24/28 – 4-year term	03/24/2028
LIAISON	Councilmember Goins	474-4923	Updated 12/23	
Counsel: <u>Joseph G. Colombo</u> . PA	2351 W Eau Gallie Blvd Suite 1 Melbourne, FL 32935 josephcolombo@earthlink.net colombolaw@mommerscolombo.com			
RECORDING SECRETARY	Ryan Browne	433-8577		



Office of the City Clerk 65 Stone
Street | Cocoa, FL 32922
Phone: (321) 433-8488 | Fax: (321) 433-8455

October 22, 2025

Ms. Crystal McQueen
956 N. Cocoa Blvd
Suite 1121
Cocoa, FL 32922

Dear Ms. McQueen:

Your term of office on the Diamond Square Redevelopment Agency Seat #3 will expire on January 30, 2026. I plan to place this item on the December 9, 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, Crystal McQueen

☒ seek reappointment

☐ do not seek reappointment

as a member of the Diamond Square Redevelopment Agency Seat #3 for a three-year term.

Sincerely,

Crystal McQueen

Crystal McQueen

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 22, 2025

Ms. Angelia Smith
601 Barbara Jenkins St
Cocoa, FL 32922

Dear Ms. Smith:

Your term of office on the Diamond Square Redevelopment Agency Seat #2 will expire on January 30, 2026. I plan to place this item on the December 9, 2025, City Council meeting agenda.

Please indicate on the attached reappointment form whether you would like to serve again for another two-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

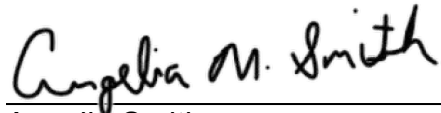
In response to inquiry by the Office of the City Clerk, I, Angelia Smith

XX seek reappointment

 do not seek reappointment

as a member of the Diamond Square Redevelopment Agency Seat #2 for a two-year term.

Sincerely,



Angelia Smith

Additional Comments:

Return to: Office of the City Clerk
 City of Cocoa
 65 Stone Street
 Cocoa, FL 32922

CITY COUNCIL AGENDA ITEM

Memo Date: December 3, 2025
Agenda Date: December 9, 2025
File ID: 2025-1164
Prepared By: Monica Arsenault, City Clerk
Through: Stockton Whitten, City Manager
Requested Action: Consider City Council Liaison Appointments and Appointment of the Space Coast League of Cities & Florida League of Cities Voting Delegates & Alternates for 2026.

BACKGROUND:

Article XIII of the Rules of Procedure for Cocoa City Council meetings states the Council may appoint such council member liaisons to the various city boards and committees as it deems appropriate. The purpose of the council member liaisons is to make a report on their activities at the next regular council meeting. The liaison appointments are established through and are made by the City Council annually.

Liaison appointments for 2025 were made at the December 10, 2024 City Council meeting and were as follows:

Affordable Housing Committee	Councilman Goins
Board of Adjustment	Deputy Mayor Weeks
Code Enforcement Board	Deputy Mayor Weeks
Diamond Square CRA	Councilman Goins
Housing Authority	Councilman Hearn
Planning & Zoning Board	Councilman Hearn
Police Advisory Board	Councilman Goins
Sustainability Advisory Board	Deputy Mayor Weeks
Utilities Advisory Board	Councilwoman Koss
Space Coast TPO	Primary - Mayor Blake Alternate - Councilwoman Koss
Space Coast League of Cities	Primary- Mayor Blake Alternate - Councilman Goins
Florida League of Cities	Primary- Mayor Blake Alternate - Councilwoman Koss

PRIORITY AREA CONNECTION:

Organizational Effectiveness

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Consider City Council Liaison Appointments and Appointment of the Space Coast League of Cities & Florida League of Cities Voting Delegates & Alternates for 2026.

CITY COUNCIL AGENDA ITEM

Memo Date: December 3, 2025
Agenda Date: December 9, 2025
File ID: 2025-1165
Prepared By: Monica Arsenault, City Clerk
Through: Stockton Whitten, City Manager
Requested Action: Annual Appointment of the Deputy Mayor.

BACKGROUND:

Article III of the Cocoa City Charter states the following:

- **Section 6. - Deputy Mayor; Senior Member of Council.**

(a) The city council, annually, at the organizational meeting held on the eighth day after the date of the general election, or at the second regular meeting held in November if there is no municipal general election, shall elect from among its members, a deputy mayor. In the absence, incapacitation, or disqualification of the mayor, or upon the mayor's refusal to act as directed by the city council, the deputy mayor shall perform the duties of the mayor.

PRIORITY AREA CONNECTION:

Organizational Effectiveness

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

Councilmember Patricia Weeks was selected to be the Deputy Mayor in November, 2024.

RECOMMENDED MOTION:

Annual Appointment of the Deputy Mayor.

CITY COUNCIL AGENDA ITEM

Memo Date: November 19, 2025
Agenda Date: December 9, 2025
File ID: 2025-1082
Prepared By: Samantha Senger, Communications & Economic Development Director
Through: Stockton Whitten, City Manager
Requested Action: Approve a piggyback of Stafford County, Virginia contract RFP 25005 for Grant Management Services with Merchant McIntyre Associates using contingency in the amount of \$51,000.00; Approve a Resolution Amending the FY26 Budget, BAF #2026-21-T; Authorize the City Manager to execute the contract, issue the purchase order, and approve budget modifications up to \$102,000 should staff wish to continue services beyond the initial six-month trial period.

BACKGROUND:

Staff has evaluated options to enhance the City of Cocoa's ability to identify, pursue, and secure federal funding opportunities. After meeting with several qualified firms, staff recommends utilizing the services of **Merchant McIntyre Associates**, a firm specializing in federal grant strategy and acquisition.

Through a piggyback of **Contract RFP 25005**, originally solicited and awarded by **Stafford County, Virginia**, staff proposes entering into a six-month agreement with Merchant McIntyre Associates at a monthly cost of **\$8,500**, for a total not-to-exceed amount of **\$51,000** for the initial term. The City Manager would be authorized to extend the agreement for an additional six months, if deemed beneficial.

Scope of Services During the Initial Six-Month Trial Period:

1. Conduct a resource inventory to identify specific federal funding objectives and potential grant requests.
2. Prepare a comprehensive Federal Funding Strategy tailored to the City's needs.
3. Arrange meetings with congressional staff and federal agency officers regarding funding opportunities.
4. Provide full-spectrum support for federal grant processes, including planning, writing, partnership development, application submission, and compliance.
5. Assist with the City's upcoming **BUILD Grant** initiative.

Recommendation:

Staff recommends that the City Council:

- Approve the use of **Stafford County, Virginia Contract RFP 25005** to piggyback services from **Merchant McIntyre Associates** for an initial six-month term at a cost of **\$8,500 per**

month.

- Approve Budget Modification BAF 2026-021-T in the amount of \$51,000
- Authorize the **City Manager to execute the agreement** and all related documents.
- Authorize the **City Manager to extend the agreement** for an additional six months, if necessary, for a total annual cost of \$102,000.

PRIORITY AREA CONNECTION:

Public Safety/Community Standards
Investment in Public Infrastructure
Economic and Community Development

BUDGETARY IMPACT:

Budgeted? No
BAF#2026-021-T

From Account

001-1600-513.39-00 Finance Admin. Contingency - (\$51,000)

To Account

001-1906-513.34-00 Finance Admin. Contract Services - \$51,000

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Approve a piggyback of Stafford County, Virginia contract RFP 25005 for Grant Management Services with Merchant McIntyre Associates using contingency in the amount of \$51,000.00; Approve a Resolution Amending the FY26 Budget, BAF #2026-21-T; Authorize the City Manager to execute the contract, issue the purchase order, and approve budget modifications up to \$102,000 should staff wish to continue services beyond the initial six-month trial period.

**STANDARD CONTRACT FOR
Federal Funding Consulting Services
Contract No. 25005**

This Stafford County Standard Contract for Federal Funding Services (“Standard Contract”) is entered into by and between the Board of Supervisors of Stafford County, Virginia, or its authorized agents, and the Contractor identified below for services identified herein, on the following terms and conditions. This Standard Contract is prepared in accordance with Chapter 20 of the Stafford County Code.

1. Definitions.

As used in this Standard Contract, the term “County” shall mean the Board of Supervisors of Stafford County, Virginia, its officers and employees. As used in this Standard Contract, the term “Contractor” shall mean:

**Merchant McIntyre & Associates, LLC
1634 I St NW Ste 200
Washington, DC, 20006 - 4020, USA**

2. Contract Documents.

The Contract Documents consist of this Standard Contract, together with exhibits and amendments issued or applicable thereto (collectively, “Contract Documents” or “Contract”). The following exhibit(s) shall be part of the Contract Documents:

- a. Exhibit A: Request for Proposal, dated 10/21/2024
- b. Exhibit B: Contractor’s Proposal Response, dated 11/12/2024
- c. Exhibit C: Evaluation Follow-up questions and answers, dated 2/7/2025

Where the terms of this Standard Contract vary from the terms and conditions of the other Contract Documents, the terms and conditions of this Standard Contract shall take precedence over any other Contract Document. The Contract is not valid unless executed by a duly-authorized agent of the Contractor and the County.

3. Provision of Services.

The Contractor hereby agrees to provide Federal Funding Consulting Services, (“Services”) described in Exhibit A in accordance with the terms and conditions of the Contract Documents. No aspect of the Goods and Services shall be deemed complete until it is accepted by the using County department (“Department”).

4. Contract Term.

The period of the Contract shall be for a period of one year with 2 (two) optional 1-year periods from the date of execution by the County.

5. Contract Pricing.

The County will pay the Contractor in accordance with the terms of the Payment paragraph below, based on the pricing set forth in Exhibit B, for Goods and Services provided by the Contractor, as described and required in the Contract Documents, and accepted by the County. If the County

elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the price(s) of the most recent contract term increased by Consumer Price Index for All Urban Consumers (CPI-U), [category], or 3%, whichever the lesser.

6. Payment.

Payment will be made by the County to the Contractor (1) after receipt by the Department of an invoice detailing the Goods and Services provided by the Contractor, and (2) after said Goods and Services have been accepted by the County. The Department will either approve the invoice or require corrections. The County reserves the right to withhold any or all payments or portions thereof for Contractor's failure to perform in accordance with the provisions of the Contract or any subsequent modifications. The interest rate for any late payments shall accrue at rate of one percent (1%) per month. The County shall not be required to pay or reimburse Contractor for any costs including, but not limited to, reasonable attorneys' fees, incurred by Contractor to collect any overdue amounts, unless said costs are ordered by a court of competent jurisdiction.

7. Purchase Orders.

County purchases are authorized only if a County Purchase Order is issued in advance of the transaction. The County will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by the County Director of Procurement or designee ("Contracts Officer"). If the Contractor provides Services without a signed County Purchase Order, it does so at its own risk and expense.

8. Ownership of Documents and Materials.

Ownership of all materials and documentation including videos, DVDs, negatives, studies, reports, drawings, specifications, technical memoranda, assessments, and copies of any calculations and analyses (including electronic files) prepared pursuant to this Contract shall belong exclusively to the County. These materials and documentation, whether completed or not, shall be the property of the County, whether the work for which they are made is executed or not, and all such materials shall be returned to the owner upon completion, termination, or cancellation of this Contract. The Contractor shall not use these materials on any other work or release any information about these materials without the express written consent of the County.

Any documents prepared by the Contractor in the performance of its obligations under the resulting Contract shall be the exclusive property of the County of Stafford, and all such materials shall be returned to the owner upon completion, termination, or cancellation of this contract. The Contractor shall not use, willingly allow, or cause such materials to be used for any purpose other than performance of all Contractor's obligations under the resulting contract without the prior written consent of the County of Stafford. Documents and materials developed by the Contractor under the resulting contract shall be the property of the County of Stafford; however, **the Contractor may retain copies, which cannot be used without prior written consent of the County. The County of Stafford agrees that the Contractor shall not be liable for any damage, loss, or injury resulting from the future use of the provided documents for other than the project specified, when the Contractor is not the firm of record.**

9. Delivery and Inspection

The Goods shall be delivered FOB destination to the using Department at the time and place specified in the Contract Documents. Upon delivery:

- a. All items received shall be subject to inspection and test by the County, to the extent practicable at all times and places including the place of manufacture, and in any event prior to acceptance.
- b. In case any items are defective in material or workmanship or otherwise not in conformity with the requirements of the Contract, the County shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction.
- c. Items which have been rejected or required to be corrected shall be removed or, if permitted or required by the Contracts Officer, corrected in place by and at the expense of the Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed.
- d. If the Contractor fails promptly to remove such items which are required to be removed or promptly to replace or correct such items, the County may either:
 - i. by Contract Amendment or otherwise, replace or correct such items and Contractor shall reimburse the County, within a reasonable time specified by the Contracts Officer, for any expense incurred in excess of the Contract prices; or
 - ii. terminate the Contract for default as provided in Paragraph 12 of this Standard Contract.
- e. Unless the Contractor corrects or replaces such items within the delivery schedule, the Contracts Officer may require the delivery of such items at a reduction in price, which is equitable under the circumstances.

Acceptance or rejection of the Goods shall be made as promptly as practicable after delivery, except as otherwise provided in the Contract; but failure to inspect and accept or reject Goods shall neither relieve the Contractor from responsibility for such Goods as are not in accordance with the Contract requirements nor impose liability on the County. The inspection and test by the County of the Goods does not relieve the Contractor from any responsibility regarding defects or other failures to meet the Contract requirements which may be discovered prior to acceptance.

10. Assignability of Contract.

It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet or otherwise dispose of his or her contractual duties to any other person, firm or corporation, without the previous written consent of the Contracts Officer. If the Contractor desires to assign its right to payment of the Contract, Contractor shall notify the Contracts Officer immediately, in writing, of such assignment of right to payment. In no case shall such assignment of contract relieve the Contractor from its obligations or change the terms of the Contract.

11. Non-Appropriation of Funds.

The obligations of the County to pay compensation due to the Contractor pursuant to the Contract or any other payment obligations under any contract awarded pursuant to this Contract are subject to appropriations by the Stafford County Board of Supervisors to satisfy payment of such obligations. The County's obligations to make payments during subsequent fiscal years are dependent upon the same action. If such appropriation is not made for any fiscal year, the Contract shall terminate effective at the end of the fiscal year for which funds were appropriated and the County will not be obligated to make any payments under the Contract beyond the amount appropriated for payment obligations under the Contract. The County will provide Contractor with written notice of non-appropriation of funds 30 days after action is completed by the Board of Supervisor, but failure to give such notice shall be of no effect and the County shall not be obligated under the Contract beyond the date of non-appropriation.

12. Termination for Convenience.

- a. The parties agree that the County may terminate the Contract, or any portion thereof, or delivery of goods required hereunder, from time to time either in whole or in part, whenever the County Administrator of Stafford County shall determine that such termination is in the best interest of the County.
- b. Termination, in whole or in part, shall be effected by delivery of a Notice of Termination signed by the County Administrator or his designee, mailed or delivered to the Contractor, and specifically setting forth the effective date of termination.
- c. Upon receipt of such Notice, the Contractor shall:
 - i. cease any further deliveries of Services due under the Contract, on the date, and to the extent, which may be specified in the Notice;
 - ii. place no further orders with any subcontractors except as may be necessary to perform that portion of the Contract not subject to the Notice;
 - iii. terminate all subcontracts except those made with respect to contract performance not subject to the Notice;
 - iv. settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the County Contracts Officer; and
 - v. use its best efforts to mitigate any damages which may be sustained by him as a consequence of termination under this clause.
- d. After complying with the provisions of subparagraph (c), above, the Contractor shall submit a termination claim, in no event later than six (6) months after the effective date of termination, unless one or more extensions of three (3) months each are granted by the County Contracts Officer.
- e. The Contracts Officer shall pay from the Department's budget reasonable costs of termination, including a reasonable amount for profit on Services completed. In no event shall this amount be greater than the original Contract price, reduced by any payments made prior to Notice of Termination, and further reduced by the price of the Services not provided. The Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount, but no amount shall be allowed for anticipated profit on unperformed Services.
- f. In the event that the parties cannot agree on the amount to be paid to the Contractor by reason of termination under this clause, the Contracts Officer shall pay to the Contractor the amounts determined as follows, without duplicating any amounts which may have already been paid under the preceding paragraph of this clause:
 - a. with respect to all contract performance prior to the effective date of Notice of Termination, the total of:
 - (A) the cost of Services performed;
 - (B) the cost of settling and paying any reasonable claims as provided in paragraph (c) (iv), above; and
 - (C) a sum as profit on (A) determined by the Contracts Officer to be fair and reasonable.
 - b. the total sum to be paid under (i) above shall not exceed the contract price, as reduced by the amount of payments otherwise made, and as further reduced by the contract price or Services not terminated. In addition, no amount shall be allowed for anticipated profit on unperformed Services.
- g. In the event that the Contractor is not satisfied with any payments which the Contracts Officer shall determine to be due under this clause, the Contractor may dispute any claim in accordance with Paragraph 28 of this Standard Contract concerning Disputes.
- h. When termination for the convenience of the County is a provision of the Contract, the Contractor shall include similar provisions in any subcontract, and shall specifically include a requirement that subcontractors make all reasonable efforts to mitigate damages which may be

suffered. Failure to include such provisions shall bar the Contractor from any recovery from the County whatsoever for loss or damage sustained by a subcontractor as a consequence of termination for convenience.

13. Termination for Default.

If, through any cause, the Contractor fails to fulfill in a timely and proper manner its obligations under the Contract, or if the Contractor violates any of the covenants, agreements, or stipulations of the Contract, the County shall have the right to terminate the Contract. Any such termination shall be effected by mailing or delivery to the Contractor of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. In such event all finished or unfinished documents, data, studies, surveys, drawings, maps, models, and reports prepared by the Contractor under the Contract shall, at the option of the County, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

Termination of the Contract for Cause does not relieve the Contractor of liability to the County for damages sustained by the County by virtue of any breach of contract by the Contractor until such time as the exact amount of damages due to the County from the Contractor is determined.

14. Payment to Subcontractors.

In accordance with Virginia Code § 2.2- 4354, as amended, the Contractor is obligated to take one of the two following actions within seven days after receipt of amounts paid to the Contractor by the County for work performed by any subcontractor under this Contract:

- a. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under the Contract; or
- b. Notify the County and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven days following receipt by the Contractor of payment from the County for work performed by the subcontractor under the Contract, except for amounts withheld as allowed in subparagraph (b), above. Unless otherwise provided under the terms of the Contract, interest shall accrue at the rate of one percent per month.

The Contractor shall include in each of its subcontracts, if any are permitted, a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor. The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this paragraph may not be construed to be an obligation of the County. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

All Contractors, if a proprietorships, partnerships, and/or corporations, shall provide the County with its federal employer identification number, or if an individual contractor, their social security number.

15. Examination of Records.

- a. The Contractor agrees that the County, or any duly authorized representative, shall, until the expiration of five (5) years after final payment hereunder, have access to and the right to examine and copy pertinent books, documents, papers, and records of the Contractor involving transactions related to the Contract.
- b. The Contractor further agrees to include in any subcontract for more than \$10,000 entered into as a result of the Contract, a provision to the effect that the subcontractor agrees that the County or any duly authorized representative shall, until the expiration of five (5) years after final payment under the subcontract, have access to and the right to examine and copy pertinent books, documents, papers and records of such subcontractor involved in transactions related to such subcontract, or the Contract. The term subcontract as used herein shall exclude subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.
- c. The period of access provided in subparagraphs (a) and (b) above for records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance of the Contract or any subcontract shall continue until any appeals, arbitration, litigation, or claims shall have been finally disposed of.

16. Compliance with Laws.

The Contractor shall comply with all applicable federal and state laws, and with all County ordinances and requirements.

17. Authorization to Conduct Business in the Commonwealth.

A Contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia, or as otherwise required by law. Any business entity described above that enters into a contract with Stafford County shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required by Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the Contract. Stafford County may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this paragraph.

18. Employment Discrimination Prohibited.

During the performance of the Contract, the Contractor agrees to not discriminate against the Contractor's employees or applicants for employment in accordance with the requirements of Virginia Code § 2.2-4311, as amended, said requirements are incorporated herein as if stated in their entirety.

19. Employment of Unauthorized Aliens Prohibited.

In accordance with Virginia Code § 2.2-4311.1, as amended, the Contractor acknowledges that it does not, and shall not during the performance of this Contract for Services in the Commonwealth, knowingly employ an unauthorized alien as that term is defined in the federal Immigration Reform and Control Act of 1986.

20. Drug-Free Workplace.

During the performance of the Contract, the Contractor agrees to provide a drug-free workplace for the Contractor's employees in accordance with the requirements of Virginia Code § 2.2-4312, as amended, said requirements are incorporated herein as if stated in their entirety.

21. Nondiscrimination Clause.

In accordance with Virginia Code § 2.2-4343.1, as amended, the County does not discriminate against faith-based organizations. The County does not discriminate against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law.

22. Non-Visual Access.

In accordance with Virginia Code § 2.2-3502, as amended, all information technology, which is purchased or upgraded by the County under any the Contract, must comply with the following access standards from the date of purchase or upgrade until the expiration of the Contract:

- a. Effective, interactive control and use of the technology (including the operating system), applications programs, and format of the data presented, shall be readily achievable by nonvisual means;
- b. the technology equipped for nonvisual access shall be compatible with information technology used by other individuals with whom the blind or visually impaired individual interacts;
- c. Nonvisual access technology shall be integrated into networks used to share communications among employees, program participants, and the public; and
- d. The technology for nonvisual access shall have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired. A covered entity may stipulate additional specifications in any procurement.

Compliance with the nonvisual access standards set out in this paragraph is not required if the Board of Supervisors determines that (i) the information technology is not available with nonvisual access because the essential elements of the information technology are visual and (ii) nonvisual equivalence is not available.

23. Contractor Status.

The Contractor is an independent contractor and neither the Contractor nor its employees or subcontractors will, under any circumstances, be considered employees, servants, partners, or agents of the County except for such purposes as may be specifically enumerated herein, nor shall anything contained in the Contract be construed to create any partnership or joint venture between the parties. The Contractor is solely responsible for the employment, selection, management, and supervision of its own participants and for ensuring that its participants abide by all applicable rules for security, safety and general conduct. The Contractor shall maintain exclusive control over its operations. The County will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation, normally provided by the County for its employees.

24. General Warranty.

The Contractor agrees to:

- a. Save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted composition; secret process, patented or unpatented; invention; article or appliance furnished or used in the performance of a contract for which the Contractor is not the patentee, assignee, licensee or owner.

- b. Warrant that when the Contract includes a software license, or use of licensed software, the Contractor is the owner of the Software or otherwise has the right to grant to the County the license to use the Software granted through the Contract without violating or infringing any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third party.
- c. Protect the County against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.
- d. Furnish adequate protection against damage to all work and to repair damages of any kind to the building or equipment, to his or her own work or to the work of other contractors, for which his or her workers are responsible.
- e. Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules, regulations, and policies of the County.
- f. Protect the County from loss or damage to County owned property while it is in the custody of the Contractor.

25. Service Warranty.

The Contractor agrees to:

- a. Furnish Services described in the manner and subject to conditions of the Contract Documents, provided that the County may reduce the Services at any time.
- b. Enter upon the performance of Services with all due diligence and dispatch, assiduously press to its complete performance, and exercise therein the highest degree of skill and competence.
- c. All Services shall be rendered in strict conformance to all laws, statutes, and ordinances and the applicable government rules, regulations, methods, and procedures.
- d. Allow Services to be inspected or reviewed by Department staff at any reasonable time and place selected by the County. The County is under no obligation to compensate Contractor for any Services not rendered in strict conformity with the Contract.
- e. Stipulate that the presence of a Department staff shall not lessen the obligation of the Contractor for performance in accordance with the contract requirements, or be deemed a defense on the part of the Contractor for infraction thereof. Department staff are not authorized to revoke, alter, enlarge, relax, or release any of the requirements of the Contract Documents. Any omission or failure on the part of the Department staff to disapprove or reject any work or material shall not be construed to be an acceptance of any such defective work or material. Notification of an omission or failure will be documented by the Contracts Officer.

26. Insurance.

- a. In addition to any other forms of insurance or bonds required in the Contract Documents, the Contractor shall provide and maintain the following insurance.
 - (i) **Workers' Compensation and Employer's Liability:** Workers' Compensation insurance in accordance with statutory requirements, and Employer's Liability insurance in limits of not less than \$500,000 (each employee) or a maximum limit of \$1,000,000, to protect the Contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia.
 - (ii) **Automobile Liability:** A minimum of \$2,000,000 combined single limit for each occurrence for property damage liability and bodily injury liability including death in Automobile Liability coverage. The policy shall cover all persons involved, at any time, and arising out of the ownership, maintenance, or use of owned, non-owned, borrowed, leased, rented, or hired automobiles. In addition, all mobile equipment used by the

Contractor in connection with the contracted work, will be insured under a standard Automobile Liability policy. The Garage Keeper's Liability coverage shall also be maintained where appropriate.

- (iii) **Comprehensive General Liability:** Comprehensive General Liability insurance at a minimum \$1,000,000 per occurrence, written on an occurrence basis, including ongoing and completed operations; contractual liability; and \$2,000,000 general aggregate. In addition, Comprehensive General Liability policy shall include a per project aggregate endorsement. Completed project aggregate endorsement shall continue in force for three years following completion of the Contract.
- b. Additional insurance provisions that apply to all Contracts include:
 - (i) **Additional Insured:** The Stafford County Board of Supervisors, its officers, employees, agents, and volunteers shall be named as Additional Insured on the Automobile and Comprehensive General Liability coverage listed above, and it shall be stated on the Insurance Certificate that this coverage "is primary and non-contributory to all other coverage the County may possess."
 - (ii) **Liability Insurance "Claims Made" basis:** If the liability insurance purchased by the Contractor has been issued on a "claims made" basis, the contractor must comply with the following additional conditions. The limit of liability and the extensions to be included as described previously in these provisions, remain the same. The Contractor must either:
 - 1. Agree to provide certificates of insurance evidencing the above coverage for a period of two years after final payment for the contract. This certificate shall evidence a "retroactive date" no later than the beginning of the contractor's or sub contractor's work under the Contract, or
 - 2. Purchase the extended reporting period endorsement for the policy or policies in force during the term of the Contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.
 - (iii) **Excess or Umbrella Liability Policy:** Liability insurance may be arranged by Comprehensive General Liability and Automobile Liability policies for the full limits required, or by a combination of underlying liability policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.
- c. The Contractor shall provide shall provide thirty days (30) notice of cancellation of any insurance policy. Each of the policies shall include a waiver of subrogation against Stafford County, its officers, employees, agents and volunteers.
- d. The insurance specified herein shall be with an insurance company acceptable to the parties hereto and licensed to do business in the Commonwealth of Virginia. All insurance must be obtained before any work is commenced and kept in effect until its completion. If any of the work is sublet, similar insurance shall be obtained by or on behalf of the subcontractor to cover their operation.
- e. Current insurance certificates documenting compliance with these coverage requirements shall be provided to the Contracts Officer prior to the award of any Contract.

27. Indemnification.

- a. **General Indemnification.** Contractor must indemnify, keep and save harmless, and defend the County, its agents, officials, employees, and volunteers against Claims that may accrue or arise against the County as a result of the granting a contract, if the Claim was caused by the negligence or error, or omission of the Contractor, its employees, its subcontractor, or its

subcontractor's employees. As used in this paragraph, a Claim includes: injuries, death, damage to property, breach of data security, suits, liabilities, judgments, or costs and expenses. Upon request by the County, the Contractor must at its own expense: appear, defend, and pay all attorney's fees and all costs and other expenses related to the Claim. If, related to a Claim, any judgment is rendered against the County or a settlement reached that requires the County to pay money, the Contractor must at its own expense satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Contractor, does not limit the Contractor's responsibility to indemnify, keep and save harmless, and defend the County as provided in this Contract.

- b. **Intellectual Property Indemnification.** In addition to the General Indemnification, Contractor will indemnify the County for and defend the County against third-party claims for infringement of any valid United States patent, trademark or copyright by the Contractor's products, software, services, or deliverables. Contractor must indemnify the County for any loss, damage, expense or liability, including costs and reasonable attorney's fees that may result by reason of any such claim. In the event of a claim covered by this subparagraph, and in addition to all other obligations of Contractor in this paragraph, Contractor must at its expense and within a reasonable time: (i) obtain a right for the County to continue using such products and software, or allow Contractor to continue performing the Services; (ii) modify such products, software, services or deliverables to make them non-infringing; or (iii) replace such products or software with a non-infringing equivalent. If, in the Contractor's reasonable opinion, none of the foregoing options is feasible Contractor must immediately notify the County and accept the return of the products, software, services, or deliverables, along with any other components rendered unusable as a result of the infringement or claimed infringement, and refund to the County the price paid to Contractor for such components as well as any pre-paid fees for the allegedly infringing services, including license, subscription fees, or both. Nothing in this paragraph, however, relieves the Contractor of liability to the County for damages sustained by the County by virtue of any breach of contract related to a third-party infringement claim.
- c. **Right to Participate in Defense.** The County may, at its sole expense, participate in the defense or resolution of a Claim. Contractor will have primary control of the defense and resolution of the Claim, except when such defense or resolution requires the County to (i) admit liability or wrongdoing; or (ii) to pay money. In either of these cases Contractor must obtain the County's prior written consent before entering into such settlement or resolution.
- d. **No Indemnification by the County.** The parties agree that under applicable law the County cannot indemnify or defend the Contractor. To the extent any promise or term contained in this Contract, including any exhibits, attachments, or other documents incorporated by reference therein, includes an indemnification or obligation to defend by the County, that promise or term is stricken from this Contract and of no effect.

28. Force Majeure.

- a. A party is not liable for failure to perform the party's obligations if such failure is as a result of acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, strikes at national level or industrial disputes at a national level, or strike or industrial disputes by labor not employed by the affected party, its subcontractors or its suppliers and which affect an essential portion of the Contract,

but excluding any industrial dispute which is specific to the performance of the Contract, interruption or failure of electricity or telephone service.

- b. If a party asserts force majeure as an excuse for failure to perform the party's obligation, that party must immediately notify the other party in writing giving full particulars of the event of force majeure and the reasons for the event of force majeure preventing that party from, or delaying that party in performing its obligations under this Contract and that party must use its reasonable efforts to mitigate the effect of the event of force majeure upon its or their performance of the Contract and to fulfill its or their obligations under the Contract.
- c. An event of force majeure does not relieve a party from liability for an obligation which arose before the occurrence of that event, nor does that event affect the obligation to pay money in a timely manner which matured prior to the occurrence of that event.
- d. Contractor has no entitlement and County has no liability for: (1) any costs, losses, expenses, damages or the payment of any part of the Contract price during an event of force majeure; and (2) any delay costs in any way incurred by the Contractor due to an event of force majeure.

29. Disputes.

Any dispute concerning a question of fact as a result of the Contract shall be decided by the County Administrator, or designee, who shall render his/her decision in writing and mail or otherwise forward a copy to the Contractor within 90 days of the receipt of the claim. The decision of the County Administrator, or designee, shall be final and conclusive unless the Contractor appeals the decision as provided in the Code of Virginia (1950, as amended). The Contractor may not institute a legal action, prior to receipt of the County Administrator's, or his/her designee, decision on the claim, unless the County Administrator, or designee, fails to render such a decision within the time specified.

The Contractor's contractual claims, whether for money or other relief, shall be submitted in writing to the County Administrator, or designee, no later than 60 days after the final payment; however, written notice of the Contractor's intention to file such a claim shall have been given at the time of the occurrence or beginning of the work upon which claim is based. Nothing herein shall preclude the Contractor from submission of an invoice for final payment within a certain amount of time after completion and acceptance of the Services. Pendency of claims shall not delay payment of amounts agreed due in the invoice for final payment.

30. Severability.

In the event that any provision shall be adjudged or decreed to be invalid, by a court of competent jurisdiction, such ruling shall not invalidate the entire Contract but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

31. Non-Waiver.

No waiver of any provision of the Contract shall constitute a waiver of any other provision nor shall any waiver of this Contract constitute a continuing waiver unless otherwise expressly provided.

32. Governing Law, Venue, Jurisdiction.

The Contract and its terms, including but not limited to, the parties' obligations, the performance due, and the remedies available to each party, are governed, construed, and interpreted in accordance with the laws of the Commonwealth of Virginia. Any jurisdiction's choice of law, conflicts of laws, rules, or provisions that would cause the application of any laws other than those

of the Commonwealth of Virginia do not apply. Any and all disputes, claims, and causes of action arising out of or in any way connected with the Contract or its performance must be brought in the applicable court of Stafford County, or in the United States District Court for the Eastern District of Virginia, Alexandria Division.

33. Entire Agreement.

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to the parties' agreement which is not contained in the Contract Documents. Neither this Standard Contract nor any of the other Contract Documents may be amended unless in writing, signed by the parties hereto, and approved as to form by the County Attorney.

34. Notices.

Contract administration of the Contract will be performed by the Contracts Officer. Any questions pertaining to the Contract shall be directed to the Stafford County Purchasing Office. Unless otherwise provided herein, all notices and other communications required by the Contract shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered by an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

Contact information for the Contractor:

Merchant McIntyre & Associates LLC
Attention: POC
1634 I Street NW Suite 200
Washington D.C. 20006
Phone: 202-869-5220
Email: bmerchant@merchantmcintyre.com

Contact information for the County:

Stafford County Procurement Division
1300 Courthouse Road
P.O. Box 339
Stafford, Virginia 22555-0339
Phone: 540-658-8697
Email: Procurement@staffordcountyva.gov

Notice is deemed to have been received: (i) on the date of delivery if delivered in person; (ii) on the first business day after the date of delivery if sent by same day or overnight courier service; or (iii) on the third business day after the date of mailing, if sent by certified or registered United States Mail, return receipt requested, postage and charges prepaid.

35. Survival of Terms.

Upon discharge of this Contract, terms and conditions related to Insurance, Indemnification, Disputes, Notice, and Governing Law, Venue, and Jurisdiction shall continue and survive in full force and effect.

36. Counterparts.

This Contract may be executed in one or more counterparts and all of such counterparts shall together constitute one and the same instrument. Original signatures transmitted and received via facsimile or other electronic transmission, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall be effective as delivery of a manually executed original counterpart.

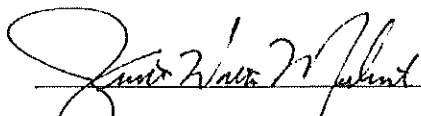
**MERCHANT MCINTYRE &
ASSOCIATES, LLC**

By: _____

Name: _____

Title: _____

Date: _____


BRENT WALTON MERCHANT
Principal & Co-Founder
May 25, 2025

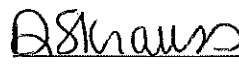
**BOARD OF SUPERVISORS OF
STAFFORD COUNTY, VIRGINIA**

By: _____

Name: _____

Title: _____

Date: _____


Donna S Krauss
Deputy County Administrator
4/3/2025



STANDARD FORM FOR NEW PIGGYBACK CONTRACT

The **City of Cocoa**, a Florida Municipal Corporation ("City") enters this "Piggyback" Contract with Merchant McIntyre & Associates, LLC, 1634 I St NW Ste 200, Washington, DC 20006-4020, (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 Stafford County Procurement Division - VA, said contract being identified as: Federal Funding Consulting Services, Contract No. 25005, (referred to as the "Original Government Contract").

Work assigned under this contract may include, but is not limited to, the following types of projects: 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: Stafford County Procurement Division = City of Cocoa; Stafford County Procurement Division Code = Code of the City of Cocoa. Further, references to specifically identified Stafford County Procurement Division 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 Merchant McIntyre & Associates, LLC. The term of said agreement shall be for the period effective date of signature through 09/30/2026. Upon the mutual written consent of both parties, the Agreement may be renewed for two (2) additional terms of one (1) year, irrespective of the Original Government Agency's decision to renew the Original Government Contract. The Agreement shall continue until all outstanding Purchase Orders issued prior to the expiration of this Agreement have been either completed or terminated.

The City of Cocoa intends to utilize said agreement for Fiscal 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
Merchant McIntyre & Associates, LLC Attn: POC 1634 I Street NW Suite 200 Washington, DC 20006 Phone: (202) 869-5220 Email: bmerchant@merchantmcintyre.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

2.13. Human Trafficking:

As a condition of this Agreement, the Service Provider shall attest under penalty of perjury that the bidder 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. "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. "Labor" means that work of economic or financial value.
- c. "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.

Bidder 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.

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

Entered this _____ day of _____

Merchant McIntyre & Associates, LLC

City of Cocoa

Signature Date

Signature Date

Name and Title

Stockton Whitten, City Manager

Name and Title

N/A

Signature Date

Michael Blake, Mayor

Name and Title

City Council Approval Required

- ☐ Yes (Approved by Mayor)
- ☒ No (Approved by City Manager)

Attest:

Monica Arsenault, CMC, City Clerk



November 12, 2024

Request for Proposal #25005
Federal Funding Consulting Services

Merchant McIntyre Associates Proposal

ATTN: Nigel Brown, Contracts Officer
Stafford County Procurement Department



November 12, 2024

Nigel Brown, Contracts Officer
Stafford County Procurement
1300 Courthouse Road
P.O. Box 339
Stafford, Virginia 22555-0339

Dear Nigel,

Please accept this introduction letter on behalf of Merchant McIntyre Associates' proposal to provide Federal Funding and Advocacy Consulting Services for Stafford County. We greatly appreciate the opportunity to submit our qualifications for the County's leadership to consider.

As you know, Merchant McIntyre has represented County at the federal level since January 2024. Together, we have achieved a **ROI of 76:1**. We're enthusiastic about continuing to serve the County because, based on our experience, the County's ROI will increase the longer we work together. Further, this is the kind of work that gets us up in the morning! We created our agency to serve local governments exactly like Stafford County.

Merchant McIntyre is the leading federal funding agency serving local governments and other nonprofit organizations. We provide all aspects of grantsmanship (forecasting, project design, grant writing, etc.), appropriations work, and advocacy. In fact, Merchant McIntyre has a documented track record of winning every type of funding the County is likely to seek in the years ahead. Since 1994, our professionals have secured hundreds of millions of dollars for local governments.

Merchant McIntyre will continue to serve as the sole agency servicing this contract. We possess the internal grants capability, award-winning writers, appropriations experts, subject matter experts, and advocacy professionals to accomplish all of the County's federal funding and advocacy objectives.

Business partners Brent Merchant and Mark McIntyre will provide will continue to provide strategic oversight and be directly involved in the work MM performs for Stafford County. Business partner and General Counsel Katie Peterson, who currently leads our agency's day-to-day work on behalf of the County, will continue in that role if you select MM as your agency. Brent, Mark, and Katie are supported by our team of government relations associates, grant writers, legislative experts, and subject matter experts.

We would be both gratified and humbled to continue to serve Stafford County at the federal level. The ultimate objective is for every federal dollar we secure to provide budget relief and/or help the County's leadership take a leap forward on initiatives to better serve your citizens.

Thank you for your thoughtful consideration of this proposal.

Sincerely,

Brent Walton Merchant
Principal and Co-Founder
Merchant McIntyre Associates
(202) 869-5221
bmerchant@merchantmcintyre.com

Mark David McIntyre
Principal and Co-Founder
Merchant McIntyre Associates
(202) 657-7556
mmcintyre@merchantmcintyre.com

Kathryn Ellen Peterson
Partner and General Counsel
Merchant McIntyre Associates
(321) 795-1574
kpeterson@merchantmcintyre.com



Stafford County Procurement
1300 Courthouse Road
P.O. Box 339
Stafford, Virginia 22555-0339

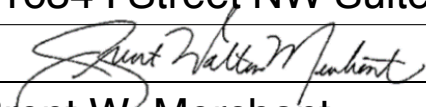
Request for Proposal (RFP) Cover Sheet

RFP NUMBER	25005
TITLE	FEDERAL FUNDING CONSULTING SERVICES
ISSUE DATE	10/21/2024
CONTRACTS OFFICER:	NIGEL BROWN
EMAIL ADDRESS	PROCUREMENT@STAFFORDCOUNTYVA.GOV
PHONE	540-658-8697

SOLICITATION DUE DATE	Sealed Proposals Will Be Received Monday November 12th at 2:00 PM EST for providing federal funding consulting services, as described herein. No late proposals will be accepted.
SERVICE(S) LOCATION	Stafford County, Virginia.
CONTRACT TERM	Upon full execution through one year. Contract may be renewed for 2 (two) optional 1-year periods.
PROPOSAL SUBMISSION	Electronic Submission. Proposals are to be submitted electronically, in the file format requested, via Electronic Virginia (eVA) website www.eVA.Virginia.gov . There is a 60 MB size limit for each file. If you need assistance, please refer to the eVA site in advance of the submission deadline: https://eva.virginia.gov/get-help-customer-care-forms.html and/or call eVA Customer Care at 1-866-289-7367.
INQUIRIES	All inquiries for information should be directed to the Contracts Officer above. All questions regarding the RFP must be received in writing on or before 11/06/24 no later than 2:00 PM EST. Emails are to be sent to the Procurement team, at procurement@staffordcountyva.gov . The subject line must include RFP# 25005 or your question(s) may not be received and answered in a timely manner.
TERMS & CONDITIONS	This solicitation is subject to the provisions of the Stafford County Request for Proposals (RFP) and any attachments, exhibits, revisions or amendments thereto, which are hereby incorporated into this RFP in their entirety. If not attached, a copy of these terms and conditions is available for review at the Procurement Office. Special Terms and Conditions and Specifications attached shall also be part of your proposal. The RFP Package is available at no charge on the Commonwealth of Virginia's electronic procurement system, eVA. www.eva.virginia.gov . Please be observant of all RFP instructions and specifications.

By executing this RFP Cover Sheet, offeror acknowledges that they have read this RFP, understand it, and agree to be bound by its terms and conditions. The undersigned offeror hereby offers and agrees to furnish all goods and services required by this RFP and certifies that all information it has provided in response to this RFP is true, correct, and complete.

OFFEROR INFORMATION

Name of firm: **Merchant McIntyre Associates** Date: **11/6/2024**
Address of firm: **1634 I Street NW Suite 200 Washington D.C.** ZIP: **20006**
By (signature): 
Name (print): **Brent W. Merchant** Title (print): **Co-Founder and Principal**
Phone: **(202) 869-5220** Fax: **N/A** Email address: **bmerchant@merchantmcintyre.com**

In accordance with Virginia Code § 2.2-4343.1, as amended, Stafford County does not discriminate against faith-based organizations. The County does not discriminate against an offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law.

ATTACHMENT A – State Corporation Commission

Virginia State Corporation Commission (SCC) registration information.

The Offeror, Merchant McIntyre & Associates, LLC:

☒ is a corporation or other business entity with the following SCC identification number:

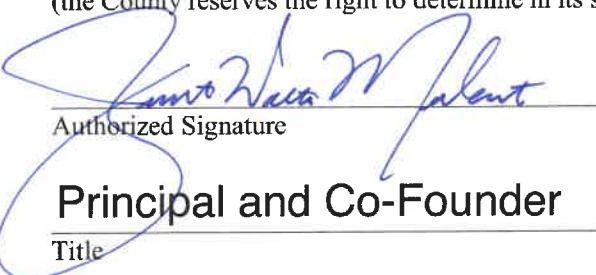
11630376 -OR-

☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust -OR-

☐ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from offeror's out-of-state location) -OR-

☐ is an out-of-state business entity that is including with this proposal an opinion of legal counsel which accurately and completely discloses the undersigned offeror's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

****NOTE**** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals (the County reserves the right to determine in its sole discretion whether to allow such waiver): []


Authorized Signature

11/06/2024

Date

Principal and Co-Founder

Title

ATTACHMENT B – References

Name of Firm: Merchant McIntyre Associates

A minimum of three (3) references is required. Reference projects shall be for work of similar size, scope, and character, preferably with other public entities.

1. Project Name: Tazewell County, VA

Project Description: A client since 2019, Merchant McIntyre has helped the County achieve a 33:1 ROI through competitive grants and Congressional earmarks.

Business Name: Tazewell County, VA

Name of Contact: Eric Young, County Administrator

Phone: 276-385-1208 Email: eyoung@tazewellcounty.org

2. Project Name: City of Natchitoches, LA

Project Description: The City of Natchitoches has been an MM client since 2021. During that time, MM has delivered a 61:1 ROI through competitive grants and Congressional earmarks.

Business Name: City of Natchitoches, LA

Name of Contact: Ronnie Williams Jr, Mayor

Phone: 318-352-2772 Email: rwilliamsjr@natchitochesla.gov

3. Project Name: Highlands County, FL

Project Description: Since the beginning of our partnership in 2021, MM has helped the County achieve an ROI of 10:1 through at the federal level through competitive grants and Congressional earmarks.

Business Name: Highlands County, FL

Name of Contact: Laurie Hurner, County Administrator

Phone: 863-402-6517 Email: lhurner@highlandsfl.gov

ATTACHMENT C – Small and Minority Business Enterprises

RFP No. **25005**

SMALL AND MINORITY BUSINESS ENTERPRISES

The Procurement Policies and Regulations of Stafford County, Virginia and relevant Federal and State Laws, Orders and Regulations, require Stafford County to ensure that its procurement practices are non-discriminatory and promote equality of opportunity for Small Women-Owned, Minority-Owned, and Service Disabled Veteran-Owned (SWaM) Business Enterprises.

Definitions:

Small Business: For the purposes of this document a small business concern is one which, regardless of ownership or control:

- (a) does not exceed two-hundred and fifty (250) employees.; or
- (b) gross annual income does not exceed ten (10) million.
- (c) is independently owned and operated (not subsidiary of another firm).

SWaM Business: A business entity which is operated and controlled by a minority:

- (a) The terms "operated and controlled" shall mean that the managerial and official staff of this entity shall be comprised of minority persons, sufficient in ratio and gross earnings to demonstrate that the business transactions are, in fact, controlled by minority persons; and that the primary power, direct or indirect, to influence the management of this entity shall rest with minority persons or a corporation, partnership, or sole proprietorship in which minority persons collectively own operate, control and share in earnings of fifty-one (51%) percent (51%) or more of such an enterprise.
- (b) SWaM entities shall be defined as provided in Virginia Code § 2.2-4310, as amended. PLEASE CHECK THE FOLLOWING INFORMATION RELEVANT TO YOUR FIRM:

SWaM Business Firm: ☐ Yes ☒ No

Small Business Firm: ☒ Yes ☐ No

The above information is requested for statistical purposes only. All Offeror responses will receive equal consideration for evaluation and award.

CONTACT FOR ADMINISTRATION:

NAME: **Brent W. Merchant**

ADDRESS (OFFICE): **1634 I St, NW, Suite 200**
Washington, DC 20006

TELEPHONE (OFFICE): **202-869-5220**

EMAIL: **bmerchant@merchantmcintyre.com**

ATTACHMENT D – Proprietary Information and Trade Secrets

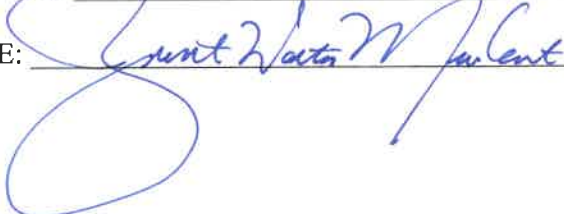
TRADE SECRETS/PROPRIETARY INFORMATION IDENTIFICATION

IF NO PROTECTION IS NEEDED STATE “N/A” ON THE TABLE BELOW AND SIGN.

Trade secrets or proprietary information submitted by any Offeror in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act, however, the Offeror must invoke the protection of §2.2-4342(F) of the Code of Virginia, in writing, prior to or upon submission of the data or other materials, and must clearly and specifically identify the data or other materials to be protected, and state the reasons why protection is necessary. **The proprietary or trade secret material submitted must be identified by the Offeror on the table below.** If the Offeror fails to identify any protected information on the table below, the Offeror by return of this form, hereby releases the County and all of its employees from any and all claims, damages, demands or liabilities associated with the County’s release of such information, and agrees to indemnify it for all costs, expenses and attorney’s fees incurred by the County as a result of any claims made by Offeror regarding the release of such information. By submitting its proposal, Offeror understands and agrees that any language seeking protection from public disclosure, any specific documents or information, unless identified on the table below, are null and void and of no legal or binding effect on the County. The classification of line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. If, after being given reasonable time, the Offeror refuses to withdraw such a classification designation, the proposal will be rejected.

SECTION / TITLE	PAGE NUMBER(S)	REASON FOR WITHHOLDING FROM DISCLOSURE

NAME OF FIRM: Merchant McIntyre & Associates, LLC

SIGNATURE: 



ADDENDUM # 1

DATE: 11/7/2024

RFP No.: 25005

Note: All Offerors shall acknowledge the receipt of this Addendum in the space provided at the bottom of this Addendum. This Addendum contains the following:

- I. Changes to RFP Documents**
- II. Questions from Potential Contractors**

I. Changes to RFP Documents

No changes to RFP documents for this addendum.

II. Questions Received

Q1. We are writing to inquire about RFP# 25005 - FEDERAL FUNDING CONSULTING SERVICES. There mentions of EXHIBITS (Attachment E – Sample Contract). Would you please provide clarification of these exhibits?

A1. These exhibits will be part of the contract documents after the solicitation closes and proposals have been reviewed. Proposal instructions are on page 5 and 6 of the posted RFP.

Q2. What is Exhibit X referring to?

A2. In sample contract, labeled generally to reflect future exhibit name. Exhibit X is a sample name and the sample contract section is provided as reference only, per page 6 of the RFP.

Q3. Would you please provide all the list of Exhibits and specifications that you are expecting from the Offeror(s)?



A3. Please refer to pages 4 through 6 of the RFP for a list of Attachments Offerors should submit with their response.

Q4. Please explain the County's desired level of effort. Relatedly, may offerors provide hourly rates for their proposed personnel (i.e., Time & Materials pricing) rather than a total proposed cost (i.e., Firm Fixed Price pricing)?

A4. The awarded Offeror will be expected to adhere to section IV of the RFP, Scope of Services. Cost proposals should be submitted per page 6 of the RFP.

Q5. Are you able to provide any detail regarding the anticipated level of funding available to support this contract?

A5. The budgeted amount for a contract awarded from this RFP is \$110,000.

Q6. Which grant(s), if any, has the County already chosen to pursue over the next year?

A6. Stafford County currently has two federal grant proposals in development: 1) A USDOT RAISE Planning Grant for the Central Stafford Planning Area; and 2) A Defense Community Infrastructure (DCIP) Grant for the Smith Lake Water Treatment Facility PFAS Remediation. We are finalizing funding requests for both grants. The RAISE Grant is currently in the drafting phase. The DCIP Grant is in the conceptual phase.

Q7. Please identify the incumbent contractor who has been providing this support during 2024, and provide details regarding the impact their services have had. For example, what grants and grant-eligible projects have the identified and/or pursued?

A7. Current contractor is Merchant McIntyre & Associates, LLC. Our partnership with the current vendor has resulted in a more targeted federal funding approach and in Stafford being more competitive for federal funding programs. In Calendar Year 2024, Stafford County applied for 4 federal grants and 3 congressionally directed spending (CDS) projects totaling \$10.3M. These include: FY 24 RAISE for Enon Road Safety Improvements, Assistance for Firefighters



(AFG) for fleet vehicle thermal imaging equipment; Safe Streets & Roads for All (SS4A) to update Stafford's Bicycle and Pedestrian facilities plan, and the Active Transportation Infrastructure Investment Program (ATIIP) for planning and design activities of the Belmont-Ferry Farm Trail Phase 6. The three CDS projects include in-vehicle radios for the Stafford County Sheriff's Office, construction phase improvements for the Stefaniga/Mountain View Road intersection improvement project, and the 310-10 water line capacity improvement projects. Of these projects, Stafford was awarded the SS4A Planning Grant totaling \$520k. We await notification of a decision for ATIIP, and the Stefaniga/Mountain View and Radio CDS projects

Q8. Can you clarify the requirement Section D.1.C: Provide detailed methodology for implementation and execution of the services and any transition requirements.

A8. Offerors should submit details for how their services will be implemented into the County's operations.



[Signatures on following page]

eVA reminder for Offerors:

Offerors who responded to the previous round (before this Addendum) must respond again to the new amended round in eVA.

Addendum #1 acknowledgment:

Signature

Brent Walton Merchant

Offeror Name

November 8, 2024

Date

A. Offeror's Qualifications

- 1. Executive Summary. Provide a brief summary of your overall organization including type of entity (e.g. corporation, partnership, etc.), governing board/executives, principals and key personnel, participation in professional organizations, and related narrative. Offeror should clearly identify the primary contact for the Offeror including name, address, telephone number(s) and email address.**

Merchant McIntyre Associates is Washington D.C.'s leading federal funding agency serving exclusively local governments and other nonprofits.

Merchant McIntyre professionals trace our corporate DNA back to April 1994 because key members of our agency have been working together since then. During the past 29 years, our professionals have helped secure hundreds of millions of dollars in federal support to local governments. Collectively, our team has nearly 200 years of experience identifying, writing, and winning grant funding. We are also experts in the Congressional line-item earmarking process, now known in the House as Community Project Funding (CPF) and in the Senate as Congressionally Directed Spending (CDS).

Our role is to serve as an extension of the County's professional staff — your "multiplier force" to forecast, identify, write, submit, mobilize Congressional support for, **win**, and comply with grant awards. Merchant McIntyre will perform the lion's share of the work. Everyone at the County already has at least one day job!

- 2. Provide the Offeror's experience in providing services and detailed experience with this scope of work and (if applicable) subconsultants' qualifications and roles.**

In September of 2023, Stafford County used an RFP process to select Merchant McIntyre Associates as your federal government relations agency. Since beginning our partnership, MM has gained significant experience providing services in accordance with the County's scope of work. We are now very familiar with your projects, priorities, and people. This experience is illustrated by our accomplishments and continuing work on behalf of the County, summarized below:

Within weeks of beginning our current partnership, MM and Stafford began to develop an application to the Department of Transportation's RAISE program.

Within the first month of our partnership, we submitted an **\$8.5 million** proposal to the RAISE Grant Program to fund improvements to the US Route 1/Enon Road Intersection. While this project was not funded by DOT, it was rated "recommended" and advanced to second tier technical analysis in the DOT grant review process. Especially since Merchant McIntyre has previously won six RAISE grant awards for other local governments, we are now working with Stafford to reapply. The application is due January 30, 2025.

MM also helped the County win **\$500K** from the Safe Streets and Roads for All (SS4A) Planning and Demonstration Track to develop a Safety Action Plan and update the County's Bicycle and Pedestrian Facilities Plan.

MM has secured nearly **\$6 million** in FY25 Congressionally Directed Spending in three separate appropriations bills. Specifically, the pending awards are **\$1.2 million** for vehicle fleet radio

replacements for the Sheriff's Department, **\$3.5 million** for the 310-10 Water Main, and **\$2 million** for improvements to the Stefaniga Road/Mountain View Road Intersection.

Based on this funding, MM has already helped achieve a **ROI of 76:1** for the County.

We also have one newly submitted grant award pending: **\$800K** for the planning of Phase 6 of the Belmont-Ferry Farm Trail Project through the DOT Active Transportation Infrastructure Investment Program (ATIIP).

Currently, MM is continuing our work to maximize federal support for surface transportation, public safety, law enforcement, and other needs on behalf of the County in accordance with this proposed scope of work.

MM provides grant writing and earmark services to local governments across the country from Santa Paula, California to Highlands County, Florida, and has since 1994. Our process in serving these municipalities aligns with the scope of work described here. We begin by assessing the needs of the municipality through our resource inventory process, which informs the development of a Federal Funding Strategy and Grants Grid outlining promising federal opportunities. We then deploy every resource at our disposal, including leveraging relationships with congressional and agency staff, to relentlessly pursue these funding opportunities.

3. Provide evidence of financial stability.

Merchant McIntyre Associates was incorporated in 2017, although we trace our corporate DNA to 1994 since some of us have been working together since then. We opened our agency with 17 clients. At this writing, we serve 87 clients. By any objective measure, MM is a thriving enterprise with financial stability. Our growth has been fueled by the results we have achieved for local governments and other nonprofits. All our growth has been organic; much of it has been through word-of-mouth.

Finally, the principals leading MM possess significant experience leading and building federal government relations agencies. We are happy to provide additional evidence of financial stability, as needed.

B. Offeror's Proposed Plan of Operation and Proposed Cost

1. Provide a written narrative that responds to the proposal requirements in this solicitation.

Merchant McIntyre Associates will forecast, identify, write, review, submit, mobilize Congressional support for, and **win** significant federal funding. The scope of work described in the County's RFP for Federal Funding Consulting Services is essentially identical to the scope of work MM professionals have provided to all our local government clients day-in and day-out for many years.

Here is brief description of how MM would provide each of the services in Stafford County's scope of work:

- i. **Work as a Federal Funding Consultant (“Consultant”) on behalf of the Stafford County Board of supervisors, under the auspices of the Stafford County Administrator, or their design.**

Merchant McIntyre will serve as Stafford County’s Federal Funding Consultant, on behalf of the Stafford County Board of Supervisors, under the auspices of the Stafford County Administrator or their designee, to pursue federal dollars for the County’s priority funding needs. Our agency has a long, documented history of providing this service effectively to local governments.

- ii. **Assist the Board of Supervisors and County Administrator in identifying federal funding opportunities for Stafford County which align with the County’s strategic plan, annual capital improvement plan, and annual budget.**

We have carefully reviewed Stafford County’s strategic plan and CIP. We are aware that the County’s specific priorities involve education, surface transportation, utilities, water/wastewater infrastructure, information technology, law enforcement and public safety, parks, recreation, and culture. MM professionals have helped local governments win millions of dollars in each of the categories described in the County’s strategic plan, capital improvement plan, and annual budget.

MM will assist the Board of Supervisors and County Administrator in identifying federal funding opportunities for Stafford County’s priority projects. Here are some representative examples of how MM would help the County maximize federal support for projects described in the County’s strategic plan, annual capital improvement plan, and annual budget:

Multimodal Infrastructure and Transportation Systems

A DOT Rebuilding American Infrastructure with Sustainability and Equity (RAISE) grant to support the Central Stafford Transportation Plan, centered around the Central Stafford Targeted Development Area (TGA). RAISE is due January 30, 2025, and the County will request approximately \$6 million for this project. MM has previously helped local governments win RAISE awards of \$21.4 million, \$17.2 million, \$14.1 million, \$11.4 million, \$1.4 million (planning), and \$900K (planning).

Public Safety: Fire

A FEMA Assistance to Firefighters Grant (AFG) could be used to purchase new fire and rescue equipment (including engine and tanker replacement) or construct a new joint training center. AFG was just released and will be due December 20, 2024 with a \$3 million award ceiling.

Further, a Congressional earmark could be used to construct a larger fire station to replace Aquia Station 9 or rebuild Rockhill Station 8. (MM helped the City of River Falls (WI) secure \$1.4 million to renovate a fire station in the FY24 Agriculture Appropriations Bill.)

Public Safety: Sheriff

A DOJ Body Worn Cameras (BWC) grant could be used to purchase additional cameras for officers and police vehicles in addition to the funding we have already secured on behalf of the County for the fleet radio upgrades. BWC has an award ceiling of \$2K per camera (with no overall ceiling) and will be due in March 2025. Further, a Congressional earmark could be

used to upgrade public safety radio systems for the Fire Department and Sheriff's Department. Ongoing discussions with the SCSO will invariably surface additional fundable projects based on the County's strategic plan, annual capital improvement plan, and annual budget.

To provide you with a sense of the funding Merchant McIntyre will pursue on behalf of Stafford County, here are examples of relevant competitive grant awards, Community Project Funding, and Congressionally Directed Spending we've helped local governments win:

Surface Transportation

- \$21.4 million to reroute a state highway and construct new pedestrian infrastructure.
- \$17.2 million for surface transportation improvements to a business corridor.
- \$14.1 million to construct a multimodal greenway.
- \$11.4 million for roadway improvements and to create a clearly delineated bicycle and pedestrian facilities and trails.
- \$7.2 million for bridge maintenance and improvements.
- \$5.7 million to plan, design, and construct a multi-use path to connect two cities.
- \$1.4 million for highway safety improvements.
- \$1.3 million for streetscape improvements and to construct pedestrian walkways.
- \$1.1 million for roadway improvements.
- \$1 million to complete overpass improvements.
- \$900K million to plan a surface transportation project.
- \$610K for highway fencing.

Public Safety

- \$3.7 million for safety communications systems upgrades.
- \$3.5 million to hire 15 new firefighters.
- \$2 million in emergency funding for a flood control project.
- \$1.4 million for fire station renovation.
- \$525K to purchase new body cameras.
- \$617K to construct a fire station.
- \$447K to purchase surveillance cameras for law enforcement.
- \$363K for the development of a program to address domestic violence.
- \$350K for a new fire engine.
- \$188K to train rural EMS personnel in collaboration with a local hospital.
- \$105K to improve wildfire prevention, response, and recovery.
- \$53K to purchase 30 new body cameras and enact a training/use policy.

Parks and Recreation

- \$1.9 million to construct an ADA accessible walkway.
- \$1 million to revamp a bicycle and pedestrian trail to improve public health.
- \$1 million to plant 5,000 trees in historically disadvantaged neighborhoods.
- \$750K to construct a park.
- \$700K for park improvements.
- \$450K to construct a park and scenic overlook.
- \$150K to make park improvements and construct an ADA-accessible trail.
- \$150K to develop a parks and recreation master plan.
- \$150K for the development of a recreation center.

Water Infrastructure

- \$20 million for water infrastructure and sewer system improvements.
- \$6.1 million to extend a water line.
- \$3.5 million for flood control restoration.
- \$2.7 million for water/wastewater infrastructure to generate economic development.
- \$2 million to support a water and sewer infrastructure project.
- \$1.3 million for water infrastructure improvements.
- \$1.8 million for stormwater drainage improvements.
- \$500K for wastewater infrastructure improvements.

Technology

- \$2.3 million for a mobile health screening van.
- \$2.1 million for commercial construction technology.
- \$1.8 million to purchase state-of-the-art long-range radios.
- \$1.5 million to upgrade and consolidate emergency communications systems.
- \$1.5 million for interventional radiology equipment.
- \$922K to purchase new telemedicine equipment.
- \$700K for first responder technology and communications.

Community Development

- \$10 million to establish three disaster recovery hubs.
- \$4 million for a childhood development center.
- \$1.4 million to support the development of an industrial park.
- \$1.2 million to provide mental health housing.
- \$1 million to expand substance abuse treatment services in a rural area.
- \$1 million to provide transitional housing for homeless youth.
- \$900K to improve access and quality of rural healthcare in an underserved area.
- \$900K to plan the construction of a downtown plaza and overpass.
- \$477K to remove asbestos containing materials from an elementary school.
- \$267K to establish a community health network.
- \$150K to provide locally grown fruits and vegetables to low-income residents.

iii. Assist County staff in identifying projects eligible for federal funding.

The primary reason Merchant McIntyre has consistently achieved the funding objectives for local governments is because of our ability to forecast grant competitions. We accomplish this by tracking the authorization and appropriations bills that fund these grant programs. By tracking this legislation, we know where funding is being increased or decreased. This enables us to “fish where the fish are” for our clients. Further, it provides maximum time to write applications, gather data, organize and mobilize partnerships, and build relationships with agency program officers. **We will focus on strategically pursuing as many grant opportunities as possible to achieve the highest ROI for Stafford County.**

The essential keys to winning grants are to 1) have a crystal-clear understanding of what the program officers are looking for in an award-worthy application and 2) begin writing the application long before its publicly announced.

iv. Assist the Board of Supervisors and County Administrator in the development of a Federal Funding Strategy for Stafford County.

We begin every partnership by listening because Merchant McIntyre's work is driven 100% by the priority funding needs of our clients.

In a continuation of our existing partnership with Stafford County, Merchant McIntyre will provide an updated Federal Funding Strategy focused on the County's current priorities in alignment with upcoming federal funding opportunities. This strategy will feature an updated Grants/Earmark Grid that outlines specific, upcoming opportunities for Stafford County – again, in alignment with the County's priority needs.

Stafford County's leadership will be able to see in black-and-white the potential FY26 Congressional earmarks and competitive grants that Merchant McIntyre has identified. Based on the due dates of CPF/CDS requests and the competitive grant application deadlines, an action plan will develop immediately.

v. Assist the Board of Supervisors and County Administrator in implementing, coordinating, and managing a Federal Funding Strategy for Stafford County.

Following the development of an updated comprehensive Federal Funding Strategy, Merchant McIntyre will assist the Board of Supervisors and County Administrator in implementing, coordinating, and managing the County's Federal Funding Strategy.

To help secure federal funding, Merchant McIntyre will:

- Identify grant opportunities and assess both eligibility and competitiveness before grants are released to the public. (While the County may technically be eligible for a given grant(s), it's Merchant McIntyre's job to ensure that you're truly competitive before we invest your resources in applying.)
- Help establish and/or strengthen relationships with key federal agency staff to learn their criteria for award-worthy grant applications — long before the grants are announced.
- Utilize federal agency staff recommendations on best practices from current grantees and review winning applications for similar projects.
- Develop proposal themes and write and produce background materials that provide a compelling, persuasive presentation of Stafford County's priorities to potential federal funders.
- Collaborate with County professional staff ("content experts") to manage application development and write the actual grant proposals.
- Review individual grant-scoring criteria to ensure proper emphasis in the application,
- Finalize grant proposals; provide multi-level reviews to ensure clarity, cohesiveness, and editorial input. Check budgets for cost-effectiveness, completeness, and accuracy.

vi. Provide grant writing services for federal funding opportunities.

Merchant McIntyre will help manage the development of each grant application and earmark request from start to finish. This includes the preparation of timelines and deadlines, writing applications, and submitting applications to funding sources.

There is no additional fee for grant writing or application development. Stafford County will never be surprised by a Merchant McIntyre invoice!

Merchant McIntyre will provide Stafford County leadership with a copy of each grant application package submitted for funding. Merchant McIntyre guarantees that every application we submit for the County will be award-worthy.

vii. Facilitate and/or participate in meetings with County staff to discuss federal funding applications or awarded federal funds.

Merchant McIntyre routinely provides this service to local governments. We will certainly facilitate/participate in these types of meetings with County staff. Given the proximity, we will plan to be in-person for these meetings whenever the County recommends it.

viii. Liaise with federal agencies and legislators to identify potential federal funding opportunities, and criteria which would result in successful fund applications.

Merchant McIntyre professionals regularly meet with Members of Congress, Congressional staff and federal program officers at DOT, DOJ, DOL, FEMA, EDA, HRSA, and other federal agencies to gather invaluable intel about how to win federal funding. Specifically, we learn about the funding priorities of Members of Congress and the competitive preference priorities that program officers are using to score grant applications. Typically, people from Merchant McIntyre are on Capitol Hill and in federal agency meetings on a daily basis.

ix. Report on the progress of Stafford County's federal funding efforts during Board of Supervisors Meetings (generally occurring on Tuesday afternoons and evenings), Board of Supervisors' Committee Meetings, or as deemed necessary by the Board or County Administrator and his designee.

Merchant McIntyre routinely provides progress reports to the governing bodies of the local governments we serve. Since we greatly enjoy our federal funding work, we like to participate in these meetings.

x. Hold regular, bi-weekly coordination meetings with the County Administrator or his designee throughout the calendar year to discuss the status of the federal funding applications, forecasted funding opportunities, federal funding strategy, federal agency communications, or other matters of pertinent interest for Stafford County.

One of the hallmarks of Merchant McIntyre is that we "over-communicate" with our clients. We will coordinate closely with County Administrator William H. Ashton II (or his designee) and the County's professional staff. MM will gladly provide regular communication regarding our work on behalf of the County.

We will customize all our communication to fit the needs of the County. Our best practices feature:

- Regular and real-time communication, including bi-weekly calls (45-60 minutes each) and/or emails and calls with County leadership to keep you apprised of our activities.
- Written monthly reports documenting our work, providing status reports on existing grant applications and CPF/CDS requests, and describing upcoming potential funding opportunities. As you know, the Administration regularly modifies existing grant programs and announces completely new grant programs.
- Once a grant is selected as a target, conduct weekly project-specific meetings to execute all necessary action to win the funding, including engaging directly with program officers, reviewing programmatic background materials, analyzing program funding history, developing the budget, and writing the proposal.

Here's our definition of "over-communication:" At Merchant McIntyre we share important information the way other people share gossip.

Merchant McIntyre's written communication is overseen by Mark McIntyre, a former journalist and speechwriter for President George Bush (41). Clients appreciate the succinct yet thorough materials that MM produces for them.

To provide momentum and focus for discussions, we prepare suggested agendas before every substantive meeting.

xi. Maintain good relations with the County and its officials regardless of their singular or collective position on issues.

This is essential. Everyone at Merchant McIntyre read and discussed the bestselling book *Crucial Conversations*, which provides "the tools for talking when the stakes are high." The ultimate lesson from the book is this: The most important aspect of every discussion is the relationship.

We do our best to live out this lesson. Put another way, we play well with others.

Finally, our agency is highly bipartisan. We regularly meet with Members of Congress, congressional staff, and Administration officials from both parties on behalf of our clients to achieve funding results.

xii. Provide guidance to the Board, County Administrator, and other County staff and officials as necessary on maintaining successful and effective funding strategies.

Merchant McIntyre will provide guidance to the Board, County Administrator, and other County staff and officials as necessary on maintaining successful and effective funding strategies.

Our agency is comprised of former Congressional staff, Executive Branch staff, and grant writers. We thoroughly understand the federal funding processes. This enables us to produce award-worthy grant applications and winning CPF/CDS funding requests.

As your Consultant, Merchant McIntyre will help Stafford County achieve an unprecedented amount of federal funding by securing large Congressional earmarks and by diversifying your grants portfolio. The ultimate objective is for every federal dollar we secure to provide budget relief and/or help the County take a leap forward on initiatives to better serve your citizens.

xiii. Provide support to staff, as required, with the drafting of Congressionally-Directed Spending (CDS)/Community Project Funding (CPF) proposals and, if awarded, accompanying federal grant applications.

This is one of Merchant McIntyre's primary strengths. So far in FY25, Members of Congress have secured \$50 million in appropriations bills for MM client projects – many of them for local governments. (We have already begun to draft FY26 CDS and CPF requests for our existing local government clients.)

Merchant McIntyre has developed a proprietary CPF/CDS database that features details about every relevant funding account and every previously funded project across the entire Congress. We call this database **The Earmark Wizard**. For a variety of reasons, it gives Merchant McIntyre's clients a distinct competitive advantage.

Further, we apply the rigor of our grant writing expertise to the preparation of CPF/CDS requests. The Congressional staff reviewing these requests have noticed this level of detail. A common Congressional staff comment is, “Wow. This request is really well-documented, with a lot of community support behind it. You have made our job easy – thanks!”

(Please note: The CPF/CDS process is still relatively new to most staff because the Congress passed an 11-year earmark moratorium after the 2010 election. However, some Merchant McIntyre professionals have 30+ years of appropriations experience. Therefore, one of our key value-adds is that we teach/guide Members and staff through the earmarking process to maximize funding for our clients.)

Specifically, to help the County win CPF/CDS, Merchant McIntyre will:

- Schedule substantive discussions with Members of Congress and their staff in D.C. and Virginia to highlight Stafford County’s funding objectives.
- As appropriate, arrange tours by Members and staff to Stafford County project sites.
- Review the strategic priorities and earmark history for each Member to ensure alignment with the County’s priorities and funding requests.
- Target the appropriations accounts and agency programs that offer the best chance for success.
- Develop project descriptions based on the requirements of each Member and Appropriations Committee staff.
- Help secure compelling support letters from local partners, beneficiaries, and stakeholders.
- Ensure Stafford County’s project(s) make the priority list of your Congressional champions.

Merchant McIntyre will help drive the County’s funding requests through every step of the legislative process in the House and Senate — subcommittee, full committee, floor action, and conference committee — until it’s signed into law by the President.

xiv. Maintain, and further develop, good relations with County delegation and other members of Congress, in addition to members of the executive and judicial branches.

MM has strong working relationships with the Virginia Congressional delegation through our successful representation of Tazewell County and Manassas Park, in addition to our existing work for Stafford County. As stated earlier, we meet regularly with federal program officers whose grant programs are relevant to local governments. We will leverage these relationships to help win significant funding awards for Stafford County.

xv. Monitor federal budget impacts to Stafford County.

Merchant McIntyre lives in the federal budget/appropriations world. We do much more than monitor these processes on a daily basis. On behalf of Stafford County, we will work within the federal budget process -- from OMB proposals to proposed Congressional appropriations allocations -- to protect and advance your interests.

Specifically, MM will:

- Identify specific budget proposals and Congressional allocations that potentially impact the County.
- Present the County’s federal budget priorities and needs to your potential champions in the Virginia delegation.
- Extend the County’s “reach” by communicating directly with senior Appropriations staff.

- Analyze upcoming relevant authorization legislation to protect and advance the County's interests.

2. Provide detailed methodology for implementation and execution of the services and any transition requirements.

During the past year, Stafford County has experienced firsthand Merchant McIntyre's "methodology for implementation and execution."

We take a comprehensive "leave no stone unturned" approach that starts with a thorough review of federal funding needs with the County's leadership and departments. We call this process a Resource Inventory. Moving forward, we will update this process with the County and create a new comprehensive Federal Funding Strategy featuring a detailed Grants Grid.

This approach has allowed MM to work closely with County officials and staff, aligning their efforts with Stafford's strategic goals and ensuring that federal programs are strategically and efficiently pursued. By embedding their expertise within the County's existing framework, MM has enhanced the County's capacity to navigate federal programs and secure critical resources, while also providing insight, expertise, and strategic support to County staff through this partnership.

Merchant McIntyre transitions its services into Stafford County's daily operations by acting as an extension of the County's team, focusing on identifying, securing, and drawing down federal funding and advancing the County's strategic priorities and funding objectives.

As you know, we manage our federal funding work with bi-weekly calls.

Over the past year, we have worked diligently to assess and prioritize Stafford County's needs, ensuring that our approach to grant work and CDS requests aligns with both current challenges and future opportunities. Moving forward, we will ensure our ongoing federal strategy focuses on a dual approach: first, maximizing the effectiveness of ongoing grants, while intentionally planning for upcoming opportunities aligned with the County's strategic priorities.

For potential FY26 CDS requests, we are prioritizing projects that support the County's most immediate needs, including infrastructure improvements, public safety, and other critical community services, while also keeping an eye on emerging opportunities for future projects.

This includes ensuring that each request is thoughtfully developed to secure funding that directly benefits the county's most vulnerable populations. By taking this proactive and strategic approach, we will continue to build on the foundation we've established and ensure Stafford County remains positioned for continued success in securing grant and earmark funding.

3. Provide experience and qualifications of key staff who will be assigned to this project.

Merchant McIntyre Associates follows the adage, "The strength of the wolf is the pack, and the strength of the pack is the wolf." In that spirit, we work as a team to serve our clients.

MM's Co-Team Leaders for Stafford County will be Katie Peterson and Brent Merchant, with key support provided by Jason Lever and Julia Angelotti. Here are brief descriptions of their

professional expertise relevant to the County’s funding objectives, and the members of Merchant McIntyre who will comprise the core team serving the County. (The quotes are from local government clients and colleagues.)

Kathryn “Katie” Peterson, JD, Partner and General Counsel

Katie has served Merchant McIntyre since its inception, successfully leading the firm's efforts to secure significant federal funding for local governments and other nonprofits. At Merchant McIntyre she develops comprehensive federal funding strategies and supports clients in their advocacy efforts on Capitol Hill and before the Administration. Katie has helped secure more than \$150 million in federal funding since 2014.

Among her most recent achievements, Katie has helped Highlands County (FL) achieve a ROI of 16:1 at the federal level since 2020.

“Katie was named a Top Lobbyist because she shows up every day and crushes it for clients. That’s why she wins so much funding!”

As a graduate of Washington and Lee University School of Law, Katie holds a special place in her heart for the Commonwealth.

Brent Merchant, Co-Founder and Principal

Brent has helped secure hundreds of millions of dollars for local governments to support economic development, water/wastewater infrastructure, surface transportation, public safety, law enforcement, job training, public health, and other purposes. In recognition of this, the National Institute for Lobbying and Ethics named Brent Top Lobbyist in 2021.

“Brent is our economic development wizard — the EDA staff has told him that he wins more grant awards from their agency than any other person in America.”

Julia Angelotti, Vice President and Director of Legislative Strategy

Julia leads Merchant McIntyre’s federal legislative and appropriations practice. She is an expert on federal appropriations funding for local governments.

Julia leverages nearly a decade on Capitol Hill to help Merchant McIntyre’s clients secure significant federal funding. She also helps our clients manage relationships with Members of Congress, senior Congressional staff, and Executive Branch decision makers.

“Julia made the best transition from the Congress to the private sector we’ve ever seen.”

The National Institute for Lobbying and Ethics named Julia Top Lobbyist in 2022.

Jason Lever, Government Relations Associate

Jason Lever specializes in federal infrastructure funding for local governments, including funding authorized through the Bipartisan Infrastructure Law.

Jason began his career at MM as a Legislative Fellow. During that time, he helped 17 different local governments apply for the inaugural Safe Streets and Roads for All (SS4A) – and all 17 local governments

won funding awards. Through his time as an Associate at MM, Jason has developed several award-worthy proposals to the DOT Renewing American Infrastructure with Sustainability and Equity (RAISE) Grants.

“Jason’s exemplary work on surface transportation grants earned him the nickname ‘The Expert.’”

Jason received his Bachelor of Arts degree from Hamilton College, majoring in Public Policy and minoring in Environmental Studies. Jason’s undergraduate thesis, “Evaluating Congressional Earmarks,” was inspired by his work at MM.

Other members of the MM team that will provide key support to the County include:

Mark McIntyre, Co-Founder and Principal

As principal and co-founder, Mark provides strategic oversight and helps manage the firm's government relations practice. Mark has nearly four decades of federal experience, having worked on Capitol Hill, in the White House, and in the private sector.

Mark has twice been recognized as a Top Lobbyist — first by Congressional Quarterly (2012) and then by the National Institute of Lobbying and Ethics (2020).

“Here’s what I like best about Mark — even though his name is on the door, I can give him any assignment! He brews a mean cup of coffee and makes free lunch deliveries.”

Clay Boothby, Vice President

Clay utilizes his 25+ years of experience on Capitol Hill, in a federal agency, for a Governor, and at a public affairs agency to achieve extraordinary results for local governments at the federal level.

“The deeper Clay gets in his career, the more clutch hits he delivers for local governments.”

Willard "Will" Hoing, Vice President and Chief of Staff

Will consistently wins competitive grants and Congressionally Directed Spending for local governments and other nonprofits. In fact, Will is undefeated in selected federal grant categories, having won funding for every application submitted.

“We tease Will about ‘disappearing into a hole’ when he’s on deadline with a grant. However, when he emerges, we know his client’s application is award-worthy.”

A lifelong Northern Virginia resident, Will earned his Juris Doctor degree from Washington & Lee School of Law.

In summary, Merchant McIntyre professionals are experts in the federal funding process. As your consultant, we will help Stafford County develop a culture of regularly winning federal grants.

4. Provide information regarding goods and/or services available.

The Federal Funding Consulting services Merchant McIntyre Associates will provide Stafford County are described throughout this proposal.

5. Provide the total proposed cost for the requested services stated herein.

We opened Merchant McIntyre Associates to assist local governments exactly like Stafford County. MM’s typical minimum retainer is \$8,000-\$14,000/month for a period of one year.

Our ethos at Merchant McIntyre is to “chase results, not money.” Therefore, we propose a monthly retainer of \$8,500 because we want to deliver the highest possible ROI to the County.

This retainer is all-inclusive there are no “hidden fees” for grant writing or “work-related expenses.”

The County will always have budget certainty when working with Merchant McIntyre; you will never be surprised by an invoice.

Our objective is to deliver a strong ROI each and every year of our partnership so the Board of Supervisors, City Administrator, and the County’s entire professional staff exchange high-fives and say, "Let's do that again!"

C. Offeror’s History of Successful Performance.

- 1. Offeror shall include at least three (3) references with addresses and contact information of similar projects that the offeror has provided similar services within the past five (5) years.**

We chose specific local governments as references because MM provides them with essentially the same scope of work described in Stafford County’s RFP. Please contact us if you have trouble reaching anyone. We can provide additional references, as needed. In fact, the County is welcome to contact any client Merchant McIntyre Associates professionals served since 1994.

Please refer to the references listed in attachment B.

- 2. Number of years the Contractor has been in business under its current name and any predecessors.** Merchant McIntyre Associates was officially formed on January 27, 2017. However, we trace our corporate DNA back to April 1994 because key members of our agency have been working together since then. During the past 30 years, our professionals have secured hundreds of millions of dollars for local governments. Collectively, our team has 200+ years of federal funding and advocacy experience.

Conclusion

For all the reasons described in this document, Merchant McIntyre Associates would welcome the assignment to continue to serve as Stafford County's Federal Funding Consultant and help the County achieve an unprecedented amount of federal support. Humbly, we want to serve you as a transformative partner.

Thank you for your serious consideration of this proposal.

#

RESOLUTION NO.2025-096

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 Regular 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 2025-2026 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 9th day of December 2025.

Michael C. Blake, Mayor

ATTEST:

Monica Arsenault, City Clerk



City of Cocoa Budget Adjustment Form FY2026- 021-T

Select Adjustment Type: Budget Transfer		Requesting Department #: 1906		Date Prepared: 11/10/25	
From Accounts'					
Adjusting Amount	Account Number	Account Name	Current Budget	Adjusted Budget	Project Number
(\$ 51,000)	001-1600-513.39-00	FINANCE ADMINISTRATION / CONTINGENCY		(\$ 51,000)	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
(\$ 51,000) Total					
To Accounts'					
Adjusting Amount	Account Number	Account Name	Current Budget	Adjusted Budget	Project Number
\$ 51,000	001-1906-513.34-00	FINANCE/ADMINISTRATIVE / CONTRACT SERVICES		\$ 51,000	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
\$ 51,000 Total					
Reason/Justification for Adjustment:					
To procure grants writing and management services for the city.					
Agenda# 2025-1066					
City Council Approval Needed? Yes: ☒ No: ☐		Date Approved:		Resolution #: 2025-096	
~*City Council Approval needed for transfers greater than \$75,000 or transfers between departments/funds. All CRA adjustments must go to their respective boards.					
Samantha Senger Digitally signed by Samantha Senger Date: 2025.11.10 10:23:23 -05'00'		Zoie Badalov Digitally signed by Zoie Badalov Date: 2025.11.26 08:05:54 -05'00'			
Requestor's Signature		Finance Approval Signature		Finance Director's Signature	
Samantha Senger Digitally signed by Samantha Senger Date: 2025.11.10 11:53:16 -05'00'		Lora Howell Digitally signed by Lora Howell Date: 2025.11.26 08:07:32 -05'00'			
Department Director's Signature		Deputy Finance Director's Signature		City Manager's Signature	
FINANCE USE ONLY:					
Date Entered:		Entered By:		Group #:	

CITY COUNCIL AGENDA ITEM

Memo Date: December 5, 2025
Agenda Date: December 9, 2025
File ID: 2025-1196
Prepared By: Leonardo Priore
Through: Stockton Whitten, City Manager
Requested Action: Approve the Second Addendum to the Improvement Agreement and authorize the Mayor to execute the Agreement.

BACKGROUND:

The applicant requests a further extension of the Improvement Agreement for the Lakes at Cocoa Grove subdivision, approved on December 1, 2024, which authorized the Developer to proceed with an application for a final plat without having submitted a performance security bond, guaranteeing to the satisfaction of the City that certain public improvements would be duly constructed and completed.

The Improvement Agreement provided that the District would publicly bid the construction contract for the improvements and required their selected contractor to name the City as a dual-obligee under its construction performance bond.

On June 6, 2024, the Lakes at Cocoa Grove Community Development District (the "District"), Mountain Cove Homes at Lakes at Cocoa Grove, LLC (the "Developer"), and City entered into the Improvements Agreement.

Section 4 of the Improvement Agreement contained a deadline of December 1, 2024, to submit the dual-obligee rider from the selected contractor. If no rider was received, the District or Developer would be required to submit a performance bond to the City to secure the completion of the public improvements in accordance with Section 18-31 of the City Code.

The approved First Addendum to the Improvement Agreement allowed an extension of the deadline to December 1, 2025 to submit the rider, provided that the Developer shall be temporarily prohibited from selling any individual lots as shown in the recorded Lakes at Cocoa Grove final plat.

The applicant seeks a new deadline of December 1, 2026, to submit the rider, following prior conditions established.

PRIORITY AREA CONNECTION:

Economic and Community Development

BUDGETARY IMPACT:

No impact.

PREVIOUS ACTION:

February 13, 2024 – City Council approval of Lakes at Cocoa Grove Preliminary Plat
May 28, 2024 – City Council approval of Lakes at Cocoa Grove Final Plat, subject to execution of Improvement Agreement.

December 10, 2024 – City Council approval of First Addendum to Improvement Agreement for Lakes at Cocoa Grove subdivision.

RECOMMENDED MOTION:

Approve the Second Addendum to the Improvement Agreement and authorize the Mayor to execute the Agreement.

SECOND ADDENDUM TO IMPROVEMENTS AGREEMENT

THIS SECOND ADDENDUM TO THE IMPROVEMENTS AGREEMENT (“SECOND ADDENDUM”) IS MADE AND EXECUTED THIS _____ DAY OF _____, 20____, BY AND BETWEEN THE LAKES AT COCOA GROVE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established and existing pursuant to Chapter 190, Florida Statutes, being situated within the City of Cocoa, Florida, with a mailing address c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (“District”);

MOUNTAIN COVE HOMES AT LAKES AT COCOA GROVE, LLC, a Florida limited liability company, with a mailing address of 4878 SW 74th Court, Miami, Florida 33155 (“Developer”); and

CITY OF COCOA, a Florida municipal corporation, located in Brevard County, Florida, with a mailing address of 65 Stone Street, Cocoa, Florida 32922 (“City”), for purposes of acknowledgement.

WITNESSETH:

WHEREAS, on June 6, 2024, the District, Developer, and City entered into that certain Improvements Agreement, in which the District agreed that it would both (1) publicly bid the construction contract for Improvements, as defined in the Improvements Agreement, to be constructed in conjunction with the Lakes at Cocoa Grove subdivision in the City of Cocoa, Florida, and (2) include within its District Public Bid a bond rider naming the City as a dual-obligee in substantially the same form attached as Exhibit C in the Improvements Agreement for those “City Improvements”, which were to be owned and operated by the City of Cocoa or Brevard County upon completion; and

WHEREAS, the City, by way of the Improvements Agreement, authorized the Developer to proceed with application for a final plat without having submitted a performance security bond, guaranteeing to the satisfaction of the City that the City Improvements would be duly constructed, completed, and approved, in reliance upon the District’s agreement to name the City as a dual-obligee under its construction performance bond with its selected contractor; and

WHEREAS, Section 4 of the Improvements Agreement provides that should either the District or Developer fail to tender to the City a Surety Bond in accordance with the Improvements Agreement by December 1, 2024, the Developer or District would be required to submit a performance bond to the City to secure the completion of the City Improvements in accordance with Section 18-31 of the City Code; and

WHEREAS, on December 12, 2024, the parties entered into that certain First Addendum to Improvements Agreement, extending the time frame set forth in Section 4 to December 1, 2025; and

WHEREAS, the City recognizes that the Developer and District have incurred pre-construction delays and that the public bidding process for the construction of the Improvements has not yet commenced; and

WHEREAS, the City is amenable to granting a second extension of the December 1, 2025, deadline to submit a Surety Bond, subject to the conditions as outlined below; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged by the parties, the parties mutually agree as follows:

1. The above recitals are true and correct and are incorporated herein.
2. Section 4 of the Improvements Agreement is hereby amended to provide that the Developer and District agree that should the Developer or District fail to tender to the City a Surety Bond in accordance with the requirements of Section 3 of the Improvements Agreement by **December 1, 2026**, the Developer or District shall submit a performance bond to the City of Cocoa to secure the completion of the City Improvements in accordance with Section 18-31 of the City Code.
3. The modification to Section 4 of the Improvements Agreement is conditioned upon the following:

(A) Developer shall be temporarily prohibited from selling any individual lots, as shown in the Lakes at Cocoa Grove final plat, recorded in the Plat Book of Brevard County, Florida, at Book 76, Page 1, until the City has received the Surety Bond as provided in the Improvements Agreement. Nothing in this subsection shall be construed as prohibiting the sale of multiple lots to a different Developer or builder for purposes of residential construction.

(B) Should the Developer or District fail to abide by the terms of Subsection (A), Developer and District agree that either, jointly and severally, shall be required to immediately submit a performance security bond in accordance with the City's Subdivision regulations to secure completion of the City Improvements and no further extensions shall be permitted. The District and Developer agree that, should the Developer or District fail or refuse to immediately submit a performance security bond in accordance with the City's subdivision as required by this Section, the City shall have the right to resort to any and all legal and equitable remedies against the Developer and/or District, including specific performance.

4. All terms and conditions of the Improvements Agreement which are not expressly modified by this Second Addendum shall continue to remain in full force and effect.

[SIGNATURE PAGE FOR THE DEVELOPER]

SIGNED AND SEALED this 24 day of November, 20 25

WITNESSES:

[Signature]
Witness

Maria Elena Cruz
Type or Print Name

[Signature]
Witness

ROSALBA CHERIA
Type or Print Name

DEVELOPER

Mountain Cove Homes at Lakes at Cocoa Grove, LLC

BY: [Signature]
Signature

VICTOR F SOLORZANO
Type or Print Name

Manager
Title

DEVELOPER ADDRESS:
4878 SW 74th Court, Miami, FL 33155

NOTARY ACKNOWLEDGMENT

STATE OF: Florida
COUNTY OF: Miami Dade

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 24 day of November, 20 25, by Victor F. Solorzano (name of person) as Manager (type of authority, . . . e.g. officer, trustee, attorney in fact) for Mountain Cove Homes at Lakes at Cocoa Grove, LLC, a limited liability company (name of party on behalf of whom instrument was executed) authorized to do business in Florida herein identified as the Developer and who is ☒ Personally Known or ☐ Produced Identification Type of Identification Produced _____

NOTARY SEAL:

[Signature]
Signature of Notary Public – State of Florida)

Alicia E. Quinones
Print Name of Notary



ALICIA E. QUINONES
Notary Public
State of Florida
Comm# HH729361
Expires 2/5/2030

[SIGNATURE PAGE FOR DISTRICT]

SIGNED AND SEALED this 24 day of November, 2025

WITNESSES:

[Signature]
Witness

Maria Elena Cruz
Type or Print Name

[Signature]
Witness

ROSALBA CUBIA
Type or Print Name

Lakes at Cocoa Grove Community Development District

BY: AL Robayna
Signature

Ana Laura Robayna
Type or Print Name

Chair
Title

DISTRICT ADDRESS

c/o Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

NOTARY ACKNOWLEDGMENT

STATE OF: Florida
COUNTY OF: Miami Dade

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 24 day of November, 2025, by Ana Laura Robayna (name of person) as Chairperson (type of authority, . . . e.g. officer, trustee, attorney in fact) for Lakes at Cocoa Grove Community Development District (name of party on behalf of whom instrument was executed) herein identified as the District and who is ☒ Personally Known or ☐ Produced Identification Type of Identification Produced _____

NOTARY SEAL:

[Signature]
Signature of Notary Public – State of Florida)

Alicia E. Quinones
Print Name of Notary



ALICIA E. QUINONES
Notary Public
State of Florida
Comm# HH729361
Expires 2/5/2030

Approved and accepted for and on behalf of City of Cocoa, Florida, this _____ day
of _____, 20_____.

CITY OF COCOA, FLORIDA

BY: _____
MAYOR MICHAEL C. BLAKE

ATTEST: _____
MONICA ARSENAULT, CITY CLERK

CITY COUNCIL AGENDA ITEM

Memo Date: December 3, 2025
Agenda Date: December 9, 2025
File ID: 2025-1172
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

Diamond Square CRA

- 1 Regular member vacancy
- 3 terms expiring January 30, 2026

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.

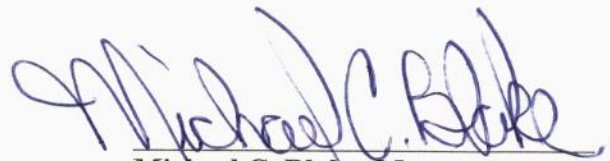
- c. The process of voting by ballot herein adopted supersedes the procedure for appointments of boards and committees established in Resolution 2013-99 of the City Council Rules of Procedure, Article XII, Section A.

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.

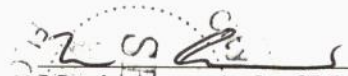
Section 4. **Severability.** If any section, subsection, sentence, clause, phrase, word, or portion of this Resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding 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: December 3, 2025
Agenda Date: December 9, 2025
File ID: 2025-1173
Prepared By: Breanna Earley, Assistant City Clerk
Through: Stockton Whitten, City Manager
Requested Action: Bi-Weekly Report for November 14, 2025 - December 4, 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: November 14, 2025 – December 4, 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:

- Received: 28
- Open: 14
- Closed: 14

Human Resources

- Employment opportunities link:
<https://www.governmentjobs.com/careers/cocoafl>
- New employees:
 - o José Socias Salcedo, Facilities Manager, Public Works, effective 11/24/25
 - o Daniel Noonan, Utility Mechanic I, Sellers/Utilities effective 11/24/25
 - o Leonardo Priore, Planning Technician, Planning/City Manager's Office effective 11/24/25
- Recent promotions: None

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- Upcoming retirements:
 - Thomas Redmond, District Fire Chief, Fire effective 2/1/26

Communication and Economic Development

- Media Stories:
 - [Cocoa Police Department Gears Up for K9 Competition at Space Coast Stadium Nov. 14](#)
 - [Cocoa strives to secure a Brightline station in Brevard County](#)
 - [Railroad crossing work will close King Street in Cocoa for five days](#)
 - [State Road 520 in Cocoa to close for Railroad Crossing Rehab November 8-12](#)
 - Space Coast Daily: [Cocoa, Brightline Leaders Stress Rail Safety During Full Scale Emergency Exercise](#)
 - Viera Voice: [City of Cocoa, Brightline hold emergency response exercise](#)
 - Hometown News: [Training for the Worst](#)
 - Ebony News Printed Newspaper: Brightline and City of Cocoa Partner for a Success Safety Exercise
- New News Releases:
 - [City of Cocoa Offers Extended Payment Plans for Impacted Federal Employees and Military Personnel](#)
 - [A Taste of Elegance Commissary Kitchen Completed Cocoa's Diamond Square UpStart Business Program](#)
- Social media/e-newsletter statistics:
 - [Facebook](#) (November 14, 2025 – December 4, 2025)
 - Content interactions (previously called engagement): 2,359
 - Views (previously called impressions): 180.7K
 - Followers: 18,024
 - [X \(previously Twitter\)](#)
 - Followers: 3,816
 - [LinkedIn](#) (November 14 - December 2, 2025)
 - Impressions: 1,573
 - Followers: 1,603
 - [NextDoor](#) (October 24, 2025 - November 12, 2025)

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- Impressions: 1,188
 - Members: 6,369
- December e-Newsletter
 - Scheduled for December 5, 2025
- Next printed FYI Newsletter mails January 2, 2026
- Upcoming special events at Leisure Services facilities:
 - 11/21/25, 7pm: Dueterman Productions Presents Parmalee in Concert
 - 11/22/25, 10am: InPower Events Inc. Presents Veg Fest Space Coast
 - 11/29/25, 5pm: HCVMS Shop Small Sip and Stroll
 - 11/30/25, 6am: Running Zone Foundation and Space Coast Runners Annual Space Coast Marathon and Half Marathon
 - 12/5/25, 6pm: HCVMS Hot Cocoa Holidays Moonlight and Music on the Promenade
 - 12/6-7/25, 10am: HCVMS Holiday Art and Craft Fair

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
The Pizza Kingdom Cocoa LLC dba Stoner's Pizza Joint Cocoa	801 Dixon Blvd #1125, 32922	1	5	2	Pizza delivery & take out restaurant – new owner
Mikarely's Couture LLC	1222 Dixon Blvd Ste 2, 32922	1	0	4	Women's clothing boutique
Satellite Air LLC	461 Forrest Ave #105, 32922	5	1	1	Air conditioning company
ARJK Enterprises LLC	718 King St Unit C, 32922	2	1	1	General and roofing contractor

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Archangel Engineering & Construction Inc	960 N Cocoa Blvd, 32922	7	0	2	General contractor
Space Coast Group LLC dba Iron Valley Real Estate Space Coast	846 N Cocoa Blvd, 32922	0	1	2	Real estate office
UMT Calibration Laboratory Inc	3081 Oxbow Cir #105, 32926	2	0	3	Calibration services
Home Business BTR	Physical Address	# FT Employees	# PT Employees	Council District	Description
Jacqueline Gibbons Group LLC	1217 Vassar Ln, 32922	1	0	4	Insurance sales
Checkpoint Pro Cleaners LLC	713 N Georgia Ave, 32922	0	0	1	Cleaning services
R&V Deepclean Duo Services LLC	420 Prospect Ave, 32922	1	1	2	Cleaning services
O & M Power Washing and Other Services LLC	1059 Park Dr, 32922	0	0	1	Pressure washing
Casa Concierge FL LLC	1905 Cox Rd, 32926	2	0	3	Concierge services

October 19 – November 13: building inspections – 285

October 18 – November 13: building permits issued – 98

Finance

Brian Dale has achieved the Certified Public Purchasing & Buyer certificate, a professional credential for non-management public procurement professionals, offered by the [Universal Public Procurement Certification Council \(UPPCC\)](#). To earn the certification, candidates must

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meet education, experience, and training requirements, and pass a comprehensive written exam that tests their knowledge in key procurement areas.

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

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- 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%
 - Violent Crime Offenses have decreased by 12%
 - Overall crime has decreased by 15%

Public Works

- **City**
 - Stradley Park Football Concession Rehab – In Construction
- Work order stats: (received/closed) _146__ received / _98__ closed
- 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 – Completed

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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