



**Agenda
City of Cocoa
Regular Meeting**

**January 13, 2026
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 January 13, 2026.
2. Minutes: Regular Meeting of October 14, 2025.
3. Minutes: Regular Meeting of October 28, 2025.

III. Awards and Presentations:

1. Sageview Presentation of Retirement Investment Performance
2. Recognition of Chef Wesley Smith and Assistant Sonya Nocrea for their service at the Sharing Center.

IV. Delegations:

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

V. Consent Agenda:

1. Approve Task Order 2026-61 under RFQ-10-03-COC with Jacobs Engineering Inc. in the amount of \$210,137 for design and bidding services for the Dyal

Taylor Creek Pump Station Improvements Project (WS24TC), and authorize the City Manager to execute the Purchase Order and necessary documents on behalf of the City.

2. Approve the proposal from Insituform Technologies, LLC in the amount of \$439,986.13 for Cured-in-Place Pipe (CIPP) Rehabilitation Services and Sanitary Sewer Mid-Term Cleaning and CCTV Inspections utilizing the Clay County Utility Authority cooperative contract (Bid No. 18/19-A7), effective through June 18, 2026.
3. Approve the DMD Consultants, Inc. Proposal for Servicing, Abrasive Blasting, Painting, and Inspection of a Select Number of Hydrants Utilizing the JEA Contract No. 189884 Effective June 10, 2020 through June 11, 2025; Renewed Through June 10, 2026
4. Approve a cost increase and a Change Order to Purchase Order 84298 for Ring Power in the amount of \$36,768.84 for emergency generator repairs at Well #25, utilizing Sourcewell Contract RFP #092222, for a total FY26 project cost not to exceed \$136,768.84.
5. Approve a Budget Transfer in FY26, BAF # 2026-035-T, for the Utility Bills of City Parks for \$200,000.
6. Approve a resolution amending the FY 2026 Budget with BAF 26-029-A & IFT, to shore up the TIF revenues received from the County, and correct the City's contributions to align with the Generally accepted accounting principles.
7. Approve Task Order 2026-64 with Jacobs Engineering Group (Jacobs) for the Dyal WTP Storage Structure project (Project No. WS24PB) in the amount of \$103,494, and authorize the City Manager to execute the Purchase Order and necessary documents on behalf of the City.
8. Approve Resolution #2026-002 waiving the competitive bidding process and authorizing the sole source purchase of four (4) REXA® actuators from Pro-CO, Inc. in the amount of \$207,765.00.
9. To Approve an award to Thatcher Chemical of Florida, Inc. for the supply and delivery of Ammonium Sulfate under Solicitation No. B-25-01-BCPEPC; Authorize the City Manager to execute the Second Amendment to Agreement B-25-01-BCPEPC-F, Execute related amendments and purchase orders up to the approved chemical budget amount.
10. Approve Florida Department of Transportation - Memorandum of Agreement # AT413 for landscaping maintenance of State roadways.
11. Approve a Resolution Amending the Fiscal Year 2026 Adopted Budget, BAF# 26-002-A, to provide budget for items such as capital projects and

maintenance, that were budgeted within FY25 and not yet executed, through the use of Fund Balance Reserves and other Revenue Sources.

12. Approve a Resolution Amending the FY26 Budget, BAF# 26-34-A, for new Tough Books for Building Inspectors and Building Code Enforcement Officers for \$19,808 using Building Fund 107 Fund Balance Reserves.
13. Approve a Resolution Amending the FY 2026 Budget, BAF 26-036-IFT aligning the FY26 budget with the final CDBG award amount and establishing carryforward amounts, accept the HUD Community Development Block Grant Agreement (B25MC120003) in the amount of \$105,087 for Fiscal Year 2026 and authorize the Mayor to sign the document for return to HUD.
14. Approval of a multi-year piggyback agreement with PDCS, LLC, utilizing Seminole State College Contract ITB #25-26-01 for Building Code Administration and Fire Inspection Services, for Fiscal Years 2026 through 2028; authorizing the City Manager to execute the agreement, including any necessary amendments, and renewals through 2030; approve related purchase orders in an amount not to exceed \$200,000 per fiscal year through 2030 subject to the adoption of each year's annual budget.

VI. Public Hearings:

1. Approval of the Second Reading of the First Addendum to the Amended and Restated Solid Waste Agreement.
2. Request Council to approve Ordinance 13-2025 on Second 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.
3. Request to approve second reading of Ordinance 12-2025, the Reasonable Accommodation and Certified Recovery Residence Ordinance
4. First Reading of Ordinance 02-2025 LDR Amendment Creating Four Corners Overlay District (Request to Postpone to February 24th City Council Meeting)
5. First Reading of Ordinance 01-2025 Large Scale Comprehensive Plan Text Amendment Four Corners Overlay District (Request to Postpone to February 24th City Council Meeting)

VII. Council Business:

1. City Council approval to name the Promenade at Riverfront Park after Jerry Sansom, former Florida Inland Navigation District Board Member and Cocoa Governmental Affairs Consultant.
2. Council direction on the individuals to include on the mural installation at the

Fitness Court being installed at Provost Park.

3. Approval of the Fiscal Year 2026 annual street resurfacing project for \$452,197 with V.A. Paving, utilizing the Brevard County cooperative contract (B-6-23-70) for Paving Services; adoption of a Project Contingency Resolution for \$47,803; and authorization for the City Manager to execute related purchase orders up to a total project maximum budgeted amount of \$500,000.
4. Consideration of the 2026 City Council meeting date additions and cancellations.

VIII. City Business:

1. Approve a Resolution accepting the Final Vulnerability Assessment in compliance with the Florida Department of Environmental Protection (FDEP) Grant Workplan #24PLN48; providing for an effective date.

IX. Informational Agenda:

1. Informational item to inform council of the adjustments that were made to the FY 2025 Final Budget after the November 18th, 2025 Council meeting. Per resolution 2025-085 from the November 18th meeting to finalize the budget before November 30th.
2. 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.
3. 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.
4. FY 2026 November Budget Adjustment Report
5. Report to Council of the Local Preference Award Listing for FY25.
6. Informational Only - The City of Cocoa's Open Board Vacancies.
7. Bi-Weekly Report for December 5, 2025 - January 8, 2026.

X. Reports:

XI. Adjournment:

XII. Notice to the Public:

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

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

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

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

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

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

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

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

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

CITY COUNCIL AGENDA ITEM

Memo Date: November 3, 2025
Agenda Date: January 13, 2026
File ID: 2025-1027
Prepared By: Monica Arsenault, City Clerk
Through: Stockton Whitten, City Manager
Requested Action: Approve the agenda for the January 13, 2026 Regular City Council meeting agenda as written or with amendments.

BACKGROUND:

N/A

PRIORITY AREA CONNECTION:

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approve the agenda for the January 13, 2026 Regular City Council meeting agenda as written or with amendments.



**Agenda
City of Cocoa
Regular Meeting**

January 13, 2026

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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 January 13, 2026. (2025-1027).
2. Minutes: Regular Meeting of October 14, 2025. (2025-1028).
3. Minutes: Regular Meeting of October 28, 2025. (2026-022).

III. Awards and Presentations:

1. Presentation: Sageview Presentation of Retirement Investment Performance (2025-1163). (Finance Director)
2. Recognition of Chef Wesley Smith and Assistant Sonya Nocrea for their service at the Sharing Center. (2026-027). (Councilmember Goins)

IV. Delegations:

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V. Consent Agenda:

1. Approve Task Order 2026-61 under RFQ-10-03-COC with Jacobs Engineering Inc. in the amount of \$210,137 for design and bidding services for the Dyal Taylor Creek Pump

Station Improvements Project (WS24TC), and authorize the City Manager to execute the Purchase Order and necessary documents on behalf of the City. (2025-1078). (Utilities Director)

2. Approve the proposal from Insituform Technologies, LLC in the amount of \$439,986.13 for Cured-in-Place Pipe (CIPP) Rehabilitation Services and Sanitary Sewer Mid-Term Cleaning and CCTV Inspections utilizing the Clay County Utility Authority cooperative contract (Bid No. 18/19-A7), effective through June 18, 2026. (2025-1148). (Utilities Director)
3. Approve the DMD Consultants, Inc. Proposal for Servicing, Abrasive Blasting, Painting, and Inspection of a Select Number of Hydrants Utilizing the JEA Contract No. 189884 Effective June 10, 2020 through June 11, 2025; Renewed Through June 10, 2026 (2025-1149). (Utilities Director)
4. Approve a cost increase and a Change Order to Purchase Order 84298 for Ring Power in the amount of \$36,768.84 for emergency generator repairs at Well #25, utilizing Sourcewell Contract RFP #092222, for a total FY26 project cost not to exceed \$136,768.84. (2025-1079). (Utilities Director)
5. Approve a Budget Transfer in FY26, BAF # 2026-035-T, for the Utility Bills of City Parks for \$200,000. (2025-1195). (Public Works Director)
6. Approve a resolution amending the FY 2026 Budget with BAF 26-029-A & IFT, to shore up the TIF revenues received from the County, and correct the City's contributions to align with the Generally accepted accounting principles. (2025-1203). (Finance Director)
7. Approve Task Order 2026-64 with Jacobs Engineering Group (Jacobs) for the Dyal WTP Storage Structure project (Project No. WS24PB) in the amount of \$103,494, and authorize the City Manager to execute the Purchase Order and necessary documents on behalf of the City. (2025-1211). (Utilities Director)
8. Approve Resolution #2026-XXX waiving the competitive bidding process and authorizing the sole source purchase of four (4) REXA® actuators from ProCO, Inc. in the amount of \$207,765.00. (2025-1212). (Utilities Director)
9. To Approve an award to Thatcher Chemical of Florida, Inc. for the supply and delivery of Ammonium Sulfate under Solicitation No. B-25-01-BCPEPC; Authorize the City Manager to execute the Second Amendment to Agreement B-25-01-BCPEPC-F, Execute related amendments and purchase orders up to the approved chemical budget amount. (2025-1213). (Utilities Director)
10. Approve Florida Department of Transportation - Memorandum of Agreement # AT413 for landscaping maintenance of State roadways. (2025-1272). (Public Works Director)
11. Approve a Resolution Amending the Fiscal Year 2026 Adopted Budget, BAF# 26-002-A, to provide budget for items such as capital projects and maintenance, that were budgeted within FY25 and not yet executed, through the use of Fund Balance Reserves and other Revenue Sources. (2025-1282). (Finance Director)
12. Approve a Resolution Amending the FY26 Budget, BAF# 26-34-A, for new Tough Books for Building Inspectors and Building Code Enforcement Officers for \$19,808

using Building Fund 107 Fund Balance Reserves. (2025-1283). (Community Services Director)

13. Approve a Resolution Amending the FY 2026 Budget, BAF 26-036-IFT, and accept the HUD Community Development Block Grant Agreement (B25MC120003) in the amount of \$105,087 for Fiscal Year 2026 and authorize the Mayor to sign the document for return to HUD. (2025-1285). (Community Services Director)
14. Approval of a multi-year piggyback agreement with PDCS, LLC, utilizing Seminole State College Contract ITB #25-26-01 for Building Code Administration and Fire Inspection Services, for Fiscal Years 2026 through 2028; authorizing the City Manager to execute the agreement, including any necessary amendments, and to approve related purchase orders in an amount not to exceed \$200,000 per fiscal year, subject to the adoption of each year's annual budget. (2025-1207). (Fire Chief)

VI. Public Hearings:

1. Approval of the Second Reading of the First Addendum to the Amended and Restated Solid Waste Agreement. (2025-1210). (Comm. & Economic Development Director)
2. Request Council to approve Ordinance 13-2025 on Second 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. (2025-1205). (City Manager)
3. Request to approve second reading of Ordinance 12-2025, the Reasonable Accommodation and Certified Recovery Residence Ordinance. (2025-1206). (Planner)
4. First Reading of Ordinance 02-2025 LDR Amendment Creating Four Corners Overlay District (Request to Postpone to February 24th City Council Meeting). (2025-495). (Planner)
5. First Reading of Ordinance 01-2025 Large Scale Comprehensive Plan Text Amendment Four Corners Overlay District (Request to Postpone to February 24th City Council Meeting). (2025-494). (Planner)

VII. Council Business:

1. City Council approval to name the Promenade at Riverfront Park after Jerry Sansom, former Florida Inland Navigation District Board Member and Cocoa Governmental Affairs Consultant. (2025-1182). (Comm. & Economic Development Director)
2. Council direction on the individuals to include on the mural installation at the Fitness Court being installed at Provost Park. (2025-1209). (Comm. & Economic Development Director)
3. Approval of the Fiscal Year 2026 annual street resurfacing project for \$452,197 with V.A. Paving, utilizing the Brevard County cooperative contract (B-6-23-70) for Paving Services; adoption of a Project Contingency Resolution for \$47,803; and authorization for the City Manager to execute related purchase orders up to a total project maximum budgeted amount of \$500,000. (2025-1207). (Public Works Director)

4. Consideration of the 2026 City Council meeting date additions and cancellations. (2026-021). (City Manager)

VIII. City Business:

1. Approve a Resolution accepting the Final Vulnerability Assessment in compliance with the Florida Department of Environmental Protection (FDEP) Grant Workplan #24PLN48; providing for an effective date. (2025-1281). (Community Services Director)

IX. Informational Agenda:

1. Informational item to inform council of the adjustments that were made to the FY 2025 Final Budget after the November 18th, 2025 Council meeting. Per resolution 2025-085 from the November 18th meeting to finalize the budget before November 30th. (2025-1198). (Finance Director)
2. 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. (2025-1199). (Finance Director)
3. 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. (2025-1200). (Finance Director)
4. FY 2026 November Budget Adjustment Report. (2025-1201). (Finance Director)
5. Report to Council of the Local Preference Award Listing for FY25. (2025-1214). (Finance Director)
6. Informational Only - The City of Cocoa's Open Board Vacancies. (2026-025). (City Clerk)
7. Bi-Weekly Report for December 4, 2025 – January 8, 2026. (2025-). (City Manager)

X. Reports:

XI. Adjournment:

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CITY COUNCIL AGENDA ITEM

Memo Date: November 3, 2025
Agenda Date: January 13, 2026
File ID: 2025-1028
Prepared By: Monica Arsenault, City Clerk
Through: Monica Arsenault, City Clerk
Requested Action: Approve the October 14, 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 October 14, 2025 Regular City Council meeting minutes as written or with amendments.

MINUTES
City of Cocoa
Regular Meeting of The City Council

October 14, 2025

A Regular City Council Meeting was held on Tuesday, October 14, 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 6:04 p.m.

Clinton Hatcher provided the invocation, and Deputy Mayor Weeks 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
	Anthony Garganese	City Attorney
	Stockton Whitten	City Manager
	Monica Arsenault	City Clerk

ABSENT:	Lorraine Koss	Councilmember
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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; Mitch Lawyer, Chief Technology Officer; and Dalyn Sims, Helpdesk Support Tech.

II. Approval of Agenda and Minutes:

1. Agenda: Regular Meeting of October 14, 2025. (2025-781).

* **MOTION by Mayor Blake; Seconded by Deputy Mayor Weeks to approve the agenda with an amendment to add Council Business item VII.2, approval to apply for the FY25 Community-Based Violence Intervention and Prevention Initiative grant through the Department of Justice and authorization of the City Manager to sign and approve all documents and budget related items for this grant.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn

THE MOTION CARRIED UNANIMOUSLY (4-0)

2. Minutes: Regular Meeting of August 26, 2025. (2025-788).

* **MOTION by Deputy Mayor Weeks; Seconded by Mayor Blake to approve the minutes for the August 26, 2025 Regular City Council meeting as written.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn

THE MOTION CARRIED UNANIMOUSLY (4-0)**III. Awards and Presentations:**

1. Above and Beyond Recognition for City of Cocoa Utility Field Service Representative, Robert Bevard. (2025-948). (HR Director)

Mr. Stinnett and City Manager Whitten recognized and presented Mr. Bevard with a City challenger coin and a gift card for going above and beyond in his line of work.

IV. Delegations:**V. Consent Agenda:**

1. Approve Task Order 2026-53 under RFQ-20-03-COC with Jacobs Engineering Inc. in the amount of \$523,787 for design, permitting, and bidding services for the Surface Water Treatment Plant Chemical Improvements Project (WS23PT), and authorize the City Manager to execute the Task Order and any necessary documents on behalf of the City. (2025-923). (Utilities Director)

2. Award Bid No. B-25-07-COC, Banana River Booster Station Chlorination Improvements, to L7 Construction, Inc., of Sanford, Florida, for \$2,547,000. To Approve a Resolution Authorizing the City Manager to Approve and Execute Change Orders in an Amount Not To Exceed \$254,700 (10% of the Contract Amount) for a Total Project Cost of \$2,801,700; To Approve a Resolution Amending the FY26 Budget, BAF 26-007-A for \$2,801,700. (2025-942). (Utilities Director)
3. Approve Task Order No. 2026-59 to Jacobs Engineering Inc. for Services During Construction for the Banana River Booster Station Chloramination Project (Project WS18BR) under Continuing Services Agreement RFQ-20-03-COC, with a total amount not to exceed \$302,187. Approve a Resolution Amending the FY26 Budget, BAF 26-008-A. (2025-946). (Utilities Director)
4. Approval to transition Group Medicare Advantage Plan Coverage for eligible retirees age 65 and over from United Healthcare to Humana, effective January 1, 2026, to December 31, 2026, and payments to eligible retirees for Medicare Part B reimbursement. This is a multi-year agreement that spans nine months in FY 26 and three months in FY 27. (2025-949). (HR Director)
5. Approve the purchase of 20 vehicles and a street sweeper under the FY 2026 Capital Vehicle Improvement Program in the total amount of \$1,238,488.03; authorize the purchase of Ford vehicles from Cocoa Ford under the Brevard County Public Entity Purchasing Contract No. 25-0217-B-HD and the street sweeper from Schwarze Industries under Sourcwell Contract No. 093021-SWZ; and Approve a Resolution Amending the FY 26 Budget, BAF 26-009-A, adding two new vehicles in the Building Fund and shoring up the costs for replacement vehicles in the Streets and Stormwater Divisions. (2025-950). (Public Works Director)
6. Approve a Multi-Year Piggyback Contract with Geosyntec Consultants, Inc. for specialized Floodplain and Stormwater Development Review Services, utilizing Lee County Contract No. CN230595CMR. This approval includes authorizing the City Manager to execute subsequent task assignments contract amendments and renewal options. (2025-877). (Public Works Director)
7. Approve a multi-year contract with Samsara Inc., FY 2026-FY2028 for cloud-based vehicle GPS and telematics services for City vehicles and equipment under Sourcwell Contract #102924-SAM, through the adoption of each year's annual budget, which will include any additional units added; authorize the issuance of a purchase order to Samsara Inc \$82,293; and authorize the City Manager to approve any Change Orders and Budget Adjustments necessary for additional vehicle gateways up to 10% of the contracted amount. Approve a Budget Transfer BAF#26-010-T for \$82,093, transferring funds to the appropriate accounts. (2025-913). (Public Works Director)

8. Approve policy renewal for Workers' Compensation Specific Excess Insurance with Safety National Casualty Corporation for the period of October 1, 2025 through September 30, 2026, with an estimated annual premium of \$210,826. (2025-961). (HR Director)
 9. Approve a one-year policy renewal for the General Insurance Program with Florida League of Cities, Inc., for the period October 1, 2025, through September 30, 2026, with an estimated premium of \$1,930,062.00. Approve a resolution to waive competitive bidding. Authorize the City Manager to execute the agreement. (2025-962). (HR Director)
 10. Approve a Resolution Amending the FY26 Budget, BAF#26-014-A, putting the budget in place for the Provost Park Fitness Equipment Project, and Authorize the City Manager to issue a Purchase Order up to the Budgeted amount of \$315,000. (2025-967). (Finance Director)
- * **MOTION by Deputy Mayor Weeks; Seconded by Councilmember Goins to approve the Consent agenda.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn

THE MOTION CARRIED UNANIMOUSLY (4-0)

VI. Public Hearings:

1. Second Reading Ordinance 11-2025 Sidewalk Cafe Permit Fees. (2025-742). (Planner)

City Attorney Garganese announced that this is the Second and Final Reading and read the title of the Ordinance into the records 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. Jennifer Webster added that no changes have been made since the first reading.

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 Hearn to approve Ordinance 11-2025 on Second and Final Reading.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn

THE MOTION CARRIED UNANIMOUSLY (4-0)

2. First Reading of Ord. 10-2025 Uptown Forrest Future Land Use Map Amendment. (2025-938). (Planner)

City Attorney Garganese announced that this is the Second and Final Reading and read the title of the Ordinance into the records as follows:

Ordinance 10-2025

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, RELATING TO COMPREHENSIVE PLANNING; AMENDING THE FUTURE LAND USE MAP FOR EIGHT (8) PARCELS OF REAL PROPERTY WITHIN THE CITY OF COCOA TOTALING 1.9 ACRES, MORE OR LESS, AND GENERALLY LOCATED ALONG FORREST AVENUE, SOUTH OF MULBERRY ST AND NORTH OF PEACHTREE STREET, IN COCOA, FLORIDA, AS MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO; AMENDING THE FUTURE LAND USE MAP DESIGNATION OF SAID PARCELS FROM "HIGH DENSITY RESIDENTIAL" TO "MIXED USE"; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, INCORPORATION INTO THE COMPREHENSIVE PLAN, AND AN EFFECTIVE DATE AND LEGAL STATUS OF THE PLAN AMENDMENT.

Ms. Webster provided a presentation¹ and shared a location map. She reviewed the FLUM Amendment background as well as several zoning maps.

She noted that at the October 1, 2025 Planning and Zoning meeting the Board voted unanimously to recommend that Council approve this Future Land Use Map Amendment. Staff is also requesting approval of Ordinance 10, 2025, a City-initiated Ordinance amending the future land use map for the subject properties from "High Density Residential" to "Mixed Use".

¹ Exhibit A: 1st Rd Presentation ORD 10-2025 FLUM Amendment Uptown Forrest Ave 2025-10-14

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 Hearn to approve Ordinance 10-2025 on First Reading.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn

THE MOTION CARRIED UNANIMOUSLY (4-0)

3. First Reading of Ordinance 02-2025 LDR Amendment Creating Four Corners Overlay District. (2025-495). (Planner)

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

Ordinance 02-2025

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING APPENDIX A, ZONING, ARTICLE XI OF THE CODE OF THE CITY OF COCOA, CREATING AND ADOPTING THE FOUR CORNERS OVERLAY DISTRICT; PROVIDING FOR ITS PURPOSE AND APPLICABILITY; ESTABLISHING PERMITTED, SPECIAL EXCEPTION, AND PROHIBITED USES; PROVIDING FOR PERFORMANCE STANDARDS, INCLUDING SETBACKS, PARKING, LANDSCAPING, AND SIGNAGE REQUIREMENTS; ESTABLISHING BUILDING DESIGN STANDARDS; ESTABLISHING THE BOUNDARIES OF THE FOUR CORNERS OVERLAY DISTRICT, PARTICULARLY DEPICTED AND DESCRIBED ON EXHIBITS "A" AND "B" ATTACHED HERETO; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

Ms. Alexis Crespo, RVi Consulting, provided a presentation². She explained that this is a consideration of a Land Development Code Text Amendment, Appendix A, Article XI Code of Ordinances of the City of Cocoa creating Section 23, Four Corners Overlay District, establishing permitted, special exception, and prohibited uses; providing for performance standards, including setbacks, parking, landscaping, and signage requirements; establishing building design standards; establishing the boundaries of the Four Corners Overlay District.

² Exhibit B: FCOD P&Z LDC - 10.14.2025 - Final

Ms. Crespo provided a location map for the subject property and discussed the background of the item and the community outreach that took place.

She spoke in furtherance about the community outreach outcomes, the LDC amendment applicability and thresholds.

Ms. Crespo spoke in detail regarding the LDC amendment uses, explaining that the changes are as follows:

- Added numerous uses to the list of Permitted Uses (i.e. craft brewery, mixed-use, health care facilities, churches, child care (SE), food truck parks (SE))
- Eliminated certain uses at direction of Council and based upon community workshops (i.e. gas station as accessory to convenience store, package store (beer and wine), new and used automotive vehicle sales (SE))
- Other uses requested by property owners currently not permitted (i.e. car wash, auto repair, gas station with no convenience store, liquor stores, self-service storage facilities)

Ms. Crespo talked about consistency with the Comprehensive Plan and shared that staff is recommending approval of Ordinance 02-2025 on First Reading.

Mayor Blake opened the Hearing to the public.

George Brown Jr., 555 W. King St., Cocoa, talked about a car accident he was recently in and broke both of his legs. He shared that he is healing but he is not the same as he once was. He shared that he spent five months in the hospital and lost all of his weight and muscles. That is all to say that he needs to sell his property. He planned on selling his property to have retirement money. He would like to sell it before he passes on and he'd like to take some of the money to give to charity.

He is curious to see what Council will do with this ordinance so that he can try to sell his property. He had an interested party but they weren't allowed to do what they wanted due to the zoning so he couldn't sell it to them.

He talked in furtherance about the trouble he's had trying to sell his property. He expressed that he's been waiting to see what the City will do and asked Council how this change will affect his property. In response, City Manager Whitten noted that this ordinance will not affect Mr. Brown's property, although his inquiry is paralleled to what Council is discussing this evening.

City Manager Whitten talked in detail about Mr. Brown's particular issue with his property and the zoning inconsistencies. He noted that he will set up a meeting to meet with Mr. Brown one-on-one to walk him through the situation.

Mr. Cole Oliver, 516 Delannoy Ave., Cocoa, and representing several property owners, spoke about Senate Bill 180. He feels this ordinance is very restrictive and goes against SB180. If necessary, his clients reserve their right to file a lawsuit. He gave a brief history of the four corner properties. His clients are only asking for two things:

- 1) Reconsider the dual standard between the dual and minor development standard.
- 2) The uses that are being taken away, and the uses that are being allowed.

Additionally, they are not contesting the architectural designs being proposed or landscaping requirements, they are contesting these particular two points written in the ordinance. There have been no traffic studies or analysis done and he does not feel that some of the allowable uses are pedestrian friendly and used a brewery as an example.

City Manager Whitten clarified that the way it is written now, new and used car sales are allowed by special exception. The ordinance being proposed tonight removes the use completely. Mr. Cole is asking to add new and used car sales as a permitted use.

Ms. Crespo also clarified that the new ordinance is more flexible because it will allow current uses to expand by 29% without triggering the code.

John Kaboord, 432 S. Banana River Blvd., Cocoa Beach, and owner of the two eastern properties regarding the four corners, shared a history of his properties. He talked about the smoke shop and noted that he understands why the business is not popular and had no contests with the City removing the smoke shop as a use there.

Additionally, this is the first he's seen the code language and would appreciate an opportunity to review it with his attorney. He is committed to working with the city to come up with a solution that best suits everyone.

Mr. Kaboord explained that what he's asking for tonight is to be treated just as the church was. He would like his car dealer tenant to be treated fairly and be allowed to keep the use. He also reiterated that he would like some time to review what is being presented.

Mary Sulick, 121 S. Orange Ave., Orlando, and representing the vacant southwest corner property, shared that there is a simple solution to this which is to amend the

Comprehensive Plan to add C-P as a zoning district under Mixed-Use. She added that this would solve Mr. Brown's problem as well.

She shared that the City wants to make this a walkable area that is pedestrian friendly, however the City has no authority to control the traffic or the railroad crossing there. Traffic will not decrease and with the Brightline station coming in, traffic will only increase.

Her clients have owned these properties since 2016 and 2017. They would like to have a gas station or convenience store here and they do not understand why they can't have them there. This area is where one would expect to find a gas station/convenience store. She is asking that Council keep the C-P uses in place and not further restrict the owners of these properties.

She asked Council if they would rather have a vacant property on a major thoroughfare or if they'd rather have a well-designed gas station/convenience store that offers goods, services and a tax base.

Ms. Sulick introduced her client, Mr. Pablo Camposano.

Mr. Camposano, 325 S. Biscayne Blvd., Miami, shared that he has invested a lot of money in this property. The property was vacated to build a Cumberland Farms. This area is not meant to be pedestrian friendly, and this is not Mixed-Use. This is a mistake that was made back in 2010 and there is no reason for it to continue.

Mr. Camposano shared his work experience and explained that he is a commercial real estate broker and has been doing this for a long time. He has nine offices in the state of Florida. He spoke about how this relates to their experience in marketing and all of the marketing efforts they have made for this property.

Max Kaiser, Biscaya Cocoa Holdings, 325 S. Biscayne Blvd., Miami, shared that he would just like to get the ball moving on the property so that they can get a business established there.

Kim Rezanka, 6013 Farcenda Pl., Melbourne, and representing the two properties on the northwest corner, provided a history of the zoning on the properties. She is here to address an issue that happened in 2010. She shared that she was at both Planning and Zoning meetings and specifically remembers the board members agreeing that this was not a pedestrian friendly area.

Ms. Rezanka provided a packet³ and explained the documents within it. She feels this was pre-ordained to get to this exact position. This process began back in January

³ Exhibit C: Document packet provided by Kim Rezanka

2024, and while the property owners received notices, they should have been called.

Additionally, she shared that she has taken the liberty of highlighting the language that is more restrictive within the ordinance and reviewed it.

She asked that Council deny the ordinance this evening.

Deputy Mayor Weeks asked Ms. Rezanka to clarify if one of the properties is for sale and if this is holding up the sale.

In response, Ms. Rezanka noted that one of the properties is for sale but truthfully, they wouldn't be able to do anything right now anyway.

As a side note, it was shared that Mr. Brown's property is zoned C-G, not C-P so this would not fix the problem he has with the zoning inconsistencies.

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

- * **MOTION by Councilmember Goins; Seconded by Deputy Mayor Weeks to take a ten-minute recess.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn

THE MOTION CARRIED UNANIMOUSLY (4-0)

- * **MOTION by Mayor Blake; Seconded by Deputy Mayor Weeks to return from recess.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn

THE MOTION CARRIED UNANIMOUSLY (4-0)

Deputy Mayor Weeks shared that she was really shocked to hear tonight that this area was visioned to be a walkable area. She drives by these properties every day and she certainly doesn't think that it is a walkable area because it is so busy. She likes the idea of adding C-P as a use into the Comp Plan and does not think that Mixed-Use is the way to go.

She added that 7-eleven in Viera was built in a way that you wouldn't even realize it's a gas station and so she knows that gas stations and convenience stores can be done right. She reiterated that she does not think that Mixed-Use is the way to go.

Councilmember Hearn shared that initially he didn't see any problems with having a gas station there. He has since spoken to some of the residents in that area that own generational homes and with all of the noise issues they've been having down the street in Cocoa Village, he's not sure that a gas station is the right direction.

Mayor Blake asked, that with Council's blessing, he would like to suggest that staff meet with the property owners to agree on a compromise that works for everyone. He would like to postpone the item tonight and hold three workshops at the Dr. Joe Lee Smith Center to collaborate and discuss this further.

Mayor Blake clarified that he would like to postpone this item to the Regular Council meeting on January 13, 2026.

- * **MOTION by Mayor Blake; Seconded by Councilmember Hearn to direct staff to meet with the property owners, hold public workshops at the Dr. Joe Lee Smith Center to have further discussions on this topic, and to postpone this item to the Regular City Council meeting on January 13, 2026 at Cocoa City Hall at 6pm, for discussion.**

Councilmember Goins shared that he is in agreement, however he feels that three workshops may be overkill, especially if they are trying to squeeze these workshops in before the beginning of January.

City Manager Whitten shared that he would like to treat these like working sessions so he feels that they will in fact need to have a few workshops until an agreement can be made.

Deputy Mayor Weeks expressed that time is money and although she feels that postponing is the correct thing to do at this time, she does not want to drag this out for months and months.

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn

THE MOTION CARRIED UNANIMOUSLY (4-0)

4. First Reading of Ordinance 01-2025 Large Scale Comprehensive Plan Text Amendment Four Corners Overlay District. (2025-494). (Planner)

- * **MOTION by Mayor Blake; Seconded by Deputy Mayor Weeks to postpone this item to the January 13, 2026 Regular City Council meeting at Cocoa City Hall at 6pm.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn

THE MOTION CARRIED UNANIMOUSLY (4-0)

VII. Council Business:

1. Consider the Donation Application for The Success Center in the amount of \$1,000.

- * **MOTION by Deputy Mayor Weeks; Seconded by Mayor Blake to approve the donation application for The Success Center in the amount of \$1,000.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn

THE MOTION CARRIED UNANIMOUSLY (4-0)

2. Council approval to apply for the FY 25 Community-Based Violence Intervention and Prevention Initiative grant through the Department of Justice and authorization of the City Manager to sign and approve all documents and budget related items for this grant. (2025-978). (Comm. & Economic Dev. Director) **Walk-on Item.**

- * **MOTION by Mayor Blake; Seconded by Deputy Mayor Weeks to grant approval to apply for the FY25 Community-Based Violence Intervention and Prevention Initiative Grant and to authorize the City Manager to sign and approve all documents and budget related items for the grant.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn

THE MOTION CARRIED UNANIMOUSLY (4-0)

VIII. City Business:

IX. Informational Agenda:

1. Informational Only - The City of Cocoa's Open Board Vacancies. (2025-953). (City Clerk)

2. Bi-Weekly Report for September 18 – October 9, 2025. (2025-954). (City Clerk)

X. Reports:

Councilmember Hearn shared photos from events he recently attended, including the Emma Jewel Charter Academy Gala and the pinning ceremony for two new Police Officers. He also made a visit to Bracco pond and shared some photos of the trees that the City planted.

Deputy Mayor Weeks shared photos from events she recently attended, including a committee meeting, a tour she attended at Vaya Space, an annual ethics training and a State of the Cities meeting she went to with the City Manager and Samantha Senger.

She shared that she also attended the National Night Out at Provost Park and the Cocoa High School fundraiser for their theater department.

Lastly, she would like to ask Council to consider some more work that needs done at Stradley Park. She provided a list of items that need redone, and shared that the softball league is being charged \$2,100 for a ten-week season.

In response, Councilmember Goins recommended that the organization become non-profit and become a partner with Brevard County Parks and Recreation. If they become partners, they will be able to use the field for free.

Councilmember Goins thanked Public Works for cleaning up a dumping ground between Lucas and Washington Street. He shared that he really appreciates staff for getting it done.

Councilmember Goins shared that he attended a Lead Brevard meeting and showed a few pictures. He also attended an event recognizing Pastor Jarvis Wash and commended him for all of the work that he, his wife and their congregation is doing.

Additionally, he attended Emma Jewel Charter Academy's spirit day last week. He also had the opportunity to bring along several parents and their children to attend their first college football game at Bethune-Cookman College. He gave the school a shoutout for providing free tickets.

Mayor Blake shared that he would like to forgo his report for the sake of time.

XI. Adjournment:

- * **MOTION by Deputy Mayor Weeks; Seconded by Councilmember Goins to adjourn the Regular meeting of October 14, 2025.**

AYES: Blake, Weeks, Goins, Hearn

THE MOTION CARRIED UNANIMOUSLY (4-0)

The meeting adjourned at 9:29 p.m.

Michael C. Blake, Mayor

ATTEST:

Monica Arsenault, CMC, City Clerk

CITY COUNCIL MEETING

October 14, 2025



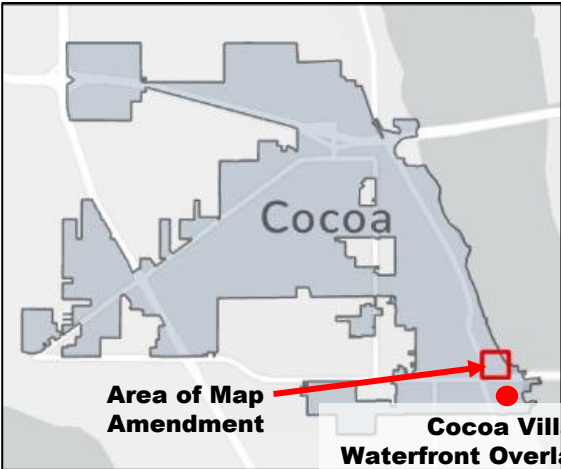
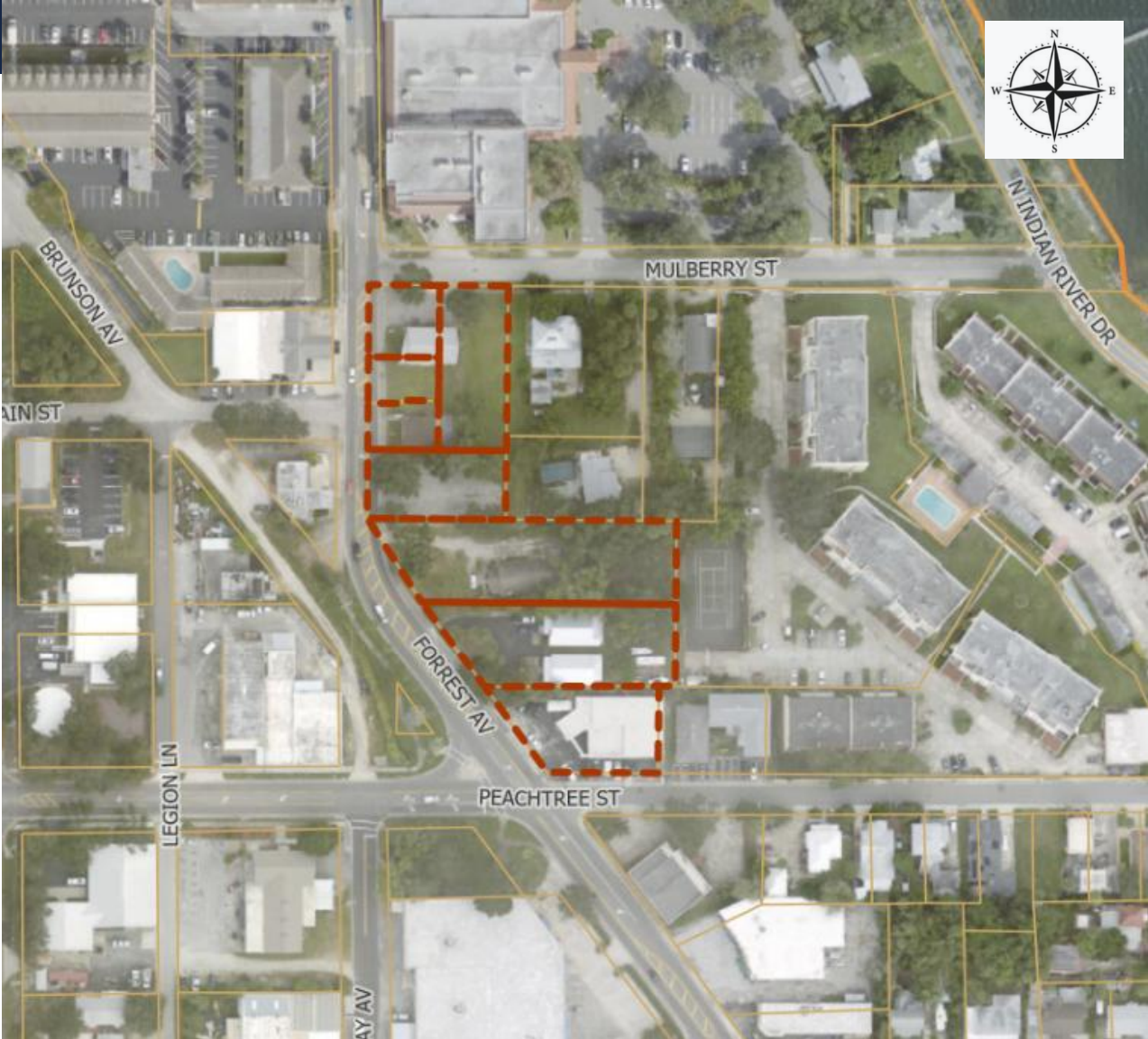
COCOA
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**ORD 10-2025
FUTURE LAND USE MAP AMENDMENT
FORREST AVE PARCELS
UPTOWN - COCOA VILLAGE
(1ST READING)**

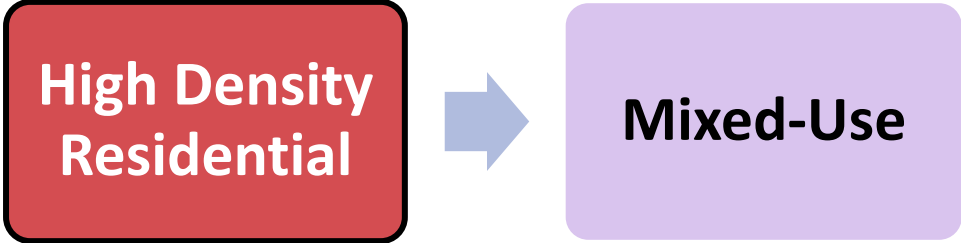


Uptown / Forrest Ave – FLUM Amendment Location Map



- 8 parcels
- 1.9 ac +/-

Request to Change Future Land Use



Uptown / Forrest Ave – FLUM Amendment Background

COCOA
FLORIDA



Comprehensive Plan

**Future
Land Use
“FLU”**

**Guides Growth
Outlines Future
Land Use Categories**

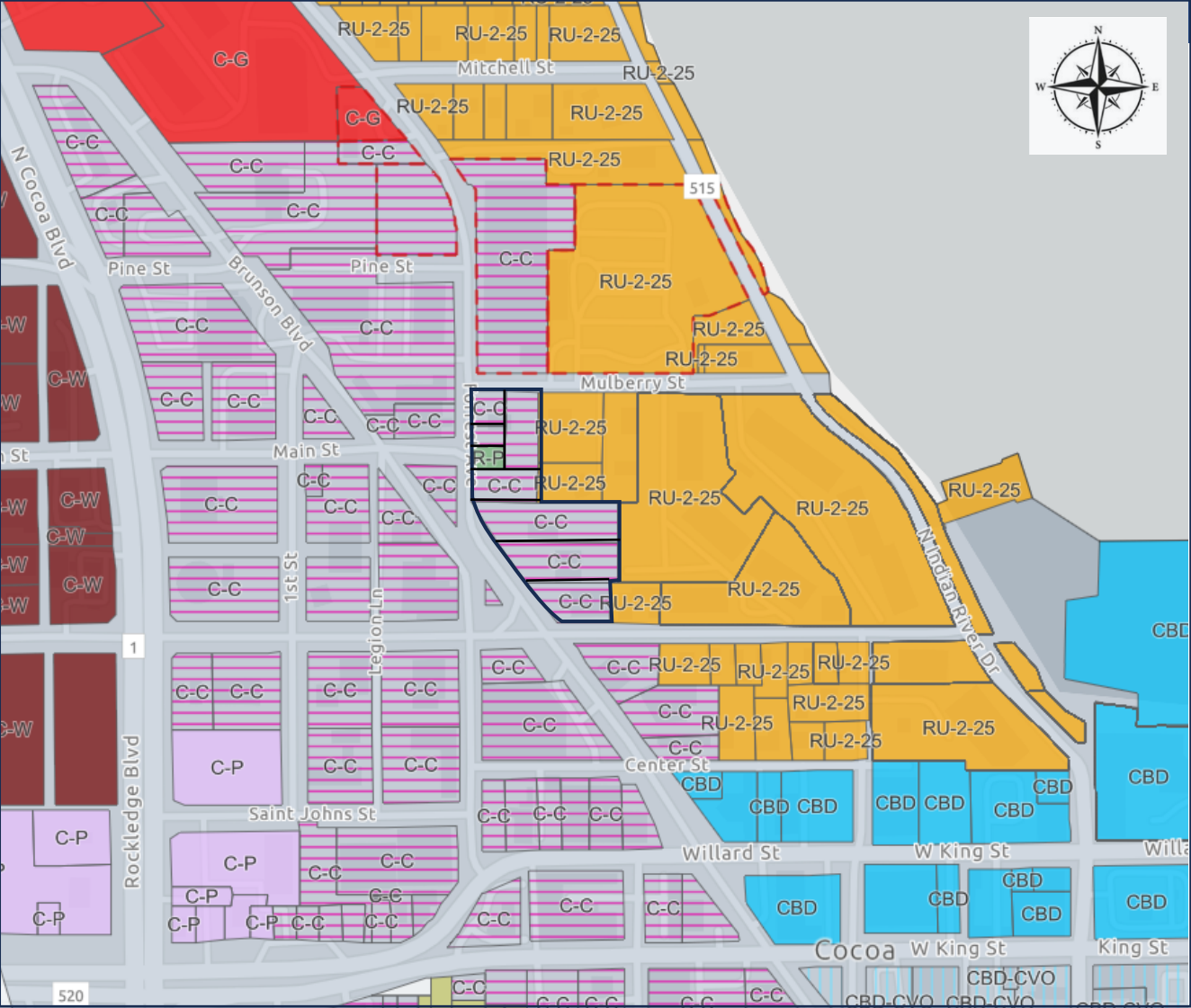
VS

Zoning Code

Zoning

**Districts in each Land
Use Category**

Uptown / Forrest Ave – FLUM Amendment Zoning Map



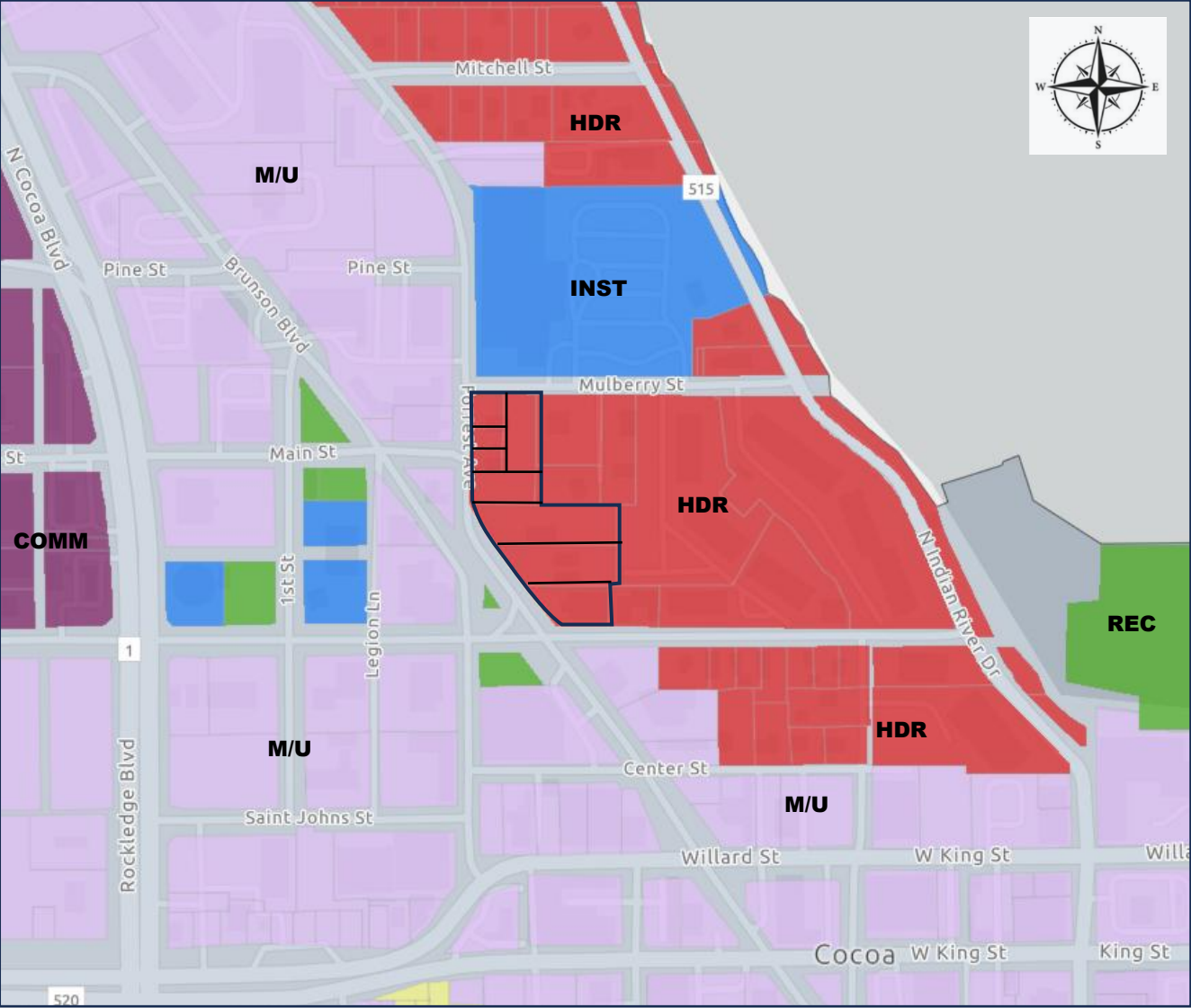
MAP LEGEND:

Cocoa Zoning	
	RU-2-25 - Multiple Family Dwelling
	R-P - Residential Professional
	CBD - Central Business
	C-P - Commercial Parkway
	C-C - Core Commercial
	C-G - General Commercial



- 8 parcels
- 1.9 ac +/-
- (7) C-C (since 1985)
- (1) R-P (from C-C in 1997)

Uptown / Forrest Ave – FLUM Amendment Future Land Use Map - Current



MAP LEGEND:

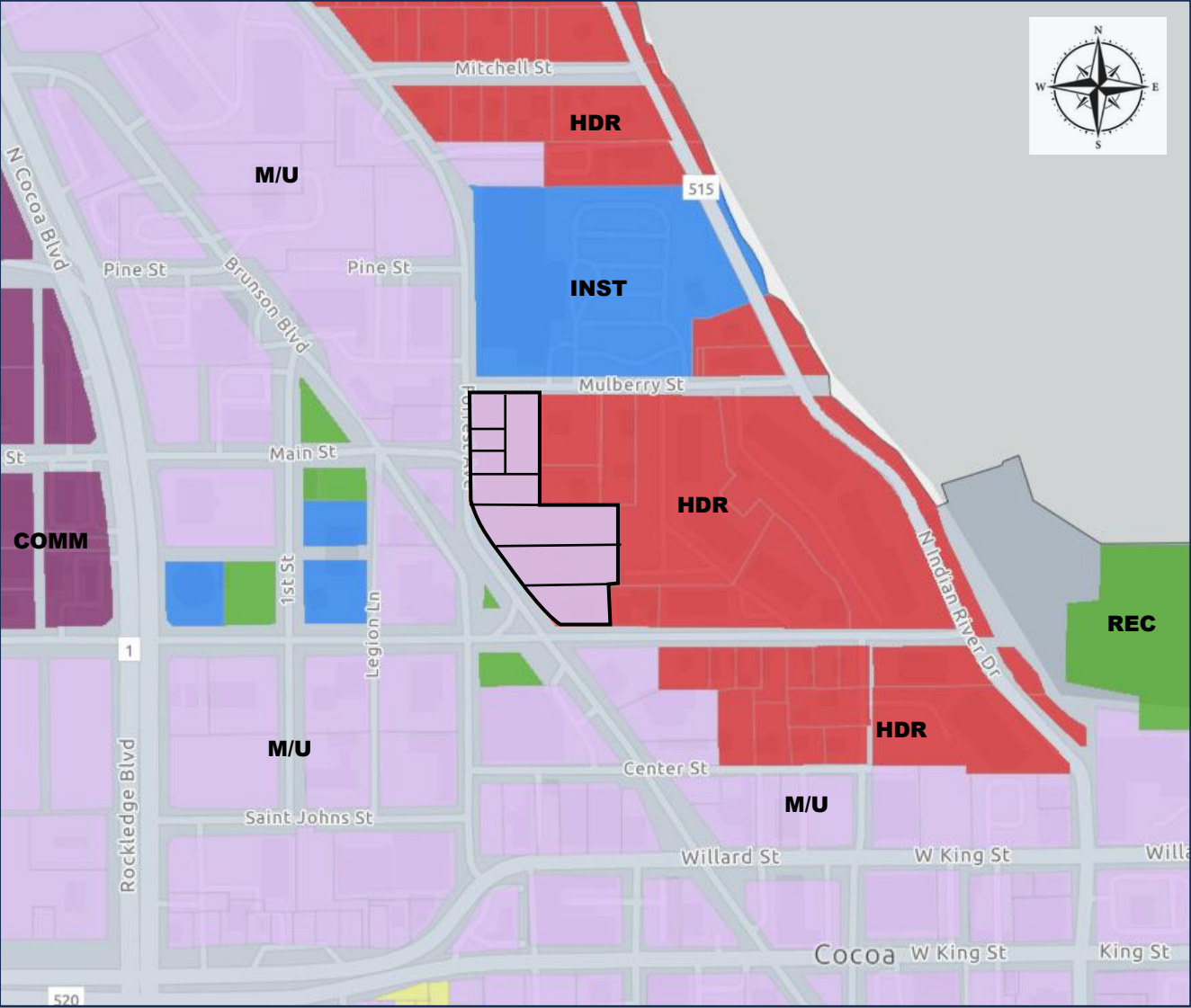
Future Land Use	
■	High Density Residential
■	Mixed Use
■	Institutional
■	Recreation/Open Space

**Existing
Future Land Use:
High Density
Residential (HDR)**

C-C
&
R-P  HDR

	<u>High Density Residential</u>
Maximum Density	25 du/acre
Allowable Uses	Residential, Institutional, Office and Open Space/Recreational
Applicable Zoning Districts	RU-2-15, RU-2-25, and PUD
Maximum Impervious Surface Ratio	.80

Uptown / Forrest Ave – FLUM Amendment Future Land Use Map - Proposed



MAP LEGEND:

Future Land Use

- High Density Residential
- Mixed Use
- Institutional
- Recreation/Open Space

Proposed
Future Land Use:
Mixed Use (M/U)

C-C
&
R-P



M/U

	<u>Mixed Use</u>
Maximum Intensity/ Density	25 du/acre ^{2,3&9} 1.0 FAR ³
Allowable Uses	Commercial, Industrial, Hotel, Office, Residential, Institutional, and Open Space/ Recreational
Minimum Transportation Access	Not Applicable
Applicable Zoning Districts	CBD, CBD- CVO, C-C , C- N, CR, PS, PUD, RP , UMD
Maximum Impervious Surface Ratio	.95 1.0 in CBD

Uptown / Forrest Ave – FLUM Amendment

Current Uses

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- 1) Professional Office
- 2) Vacant Land
- 3) Vacant Land
- 4) Vacant Commercial Bldg (R-P)
- 5) Vacant (Parking Lot)
- 6) Residential Rental (Duplex)
- 7) Residential Rental (2 SFR 1937)
- 8) School: Pillar of Hope Academy

Uptown / Forrest Ave – FLUM Amendment Comp Plan Amendment Analysis

COCOA
FLORIDA



- The Planning & Zoning staff report covers the analysis per Chapter 15 , Article II, Sections 15-10 and 15-11, for compliance with the Comprehensive Plan to determine impact to City **budget and economy, levels of service, environmental impact, neighborhood compatibility, & housing accessibility.**

Determination:

- FLU change will not negatively or adversely impact the environment, neighborhood compatibility, or housing accessibility.
- Will **NOT** be more restrictive
- It **WILL ENABLE** the existing allowed uses, including 25 du/ac, potential 5 du/ac bonus, resolves the current restriction of the *conflict*.
- Minimal impact on levels of service
- Existing character not expected to significantly change

Uptown / Forrest Ave – FLUM Amendment Comp Plan Amendment Analysis



- Consistency with the City of Cocoa Comprehensive Plan

GOAL 1.1: Create and maintain a broad range of land use activities that **maximize the City's potential as a growth center while protecting the public health, safety, welfare, and appearance** through the thoughtful planned use and development of the land and public facilities.

Policy 1.1.2.6 Mixed-Use (M/U).

Is intended to provide a **mixture of residential, commercial, office, recreational and institutional uses along the major transportation corridors (such as SR 520 and US 1)**. The mixed-use could be developed as single uses on separate parcels or as a mixture of uses within a single development.

Characteristics
of M/U

- transitional areas between high and low intensity uses, and **areas adjacent to major corridors**
- compact and walkable** environment
- Unified architectural and streetscape themes** are encouraged (WOD – Uptown)

FIGURE FLU-1
STANDARDS FOR FUTURE
LAND USE CATEGORIES

	Mixed Use
Maximum Intensity/ Density	25 du/acre ^{2,3&9} 1.0 FAR ³
Allowable Uses	Commercial, Industrial, Hotel, Office, Residential, Institutional, and Open Space/ Recreational
Minimum Transportation Access	Not Applicable
Applicable Zoning Districts	CBD, CBD- CVO, C-C , C- N, CR, PS, PUD, RP , UMD
Maximum Impervious Surface Ratio	.95 1.0 in CBD

Uptown / Forrest Ave – FLUM Amendment Recommended Motion

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FLORIDA



PRIOR ACTION: October 1st, 2025, **Planning and Zoning Board** voted unanimously to recommend that City Council **approve** this Future Land Use Map Amendment.

Staff requests that the City Council **APPROVE** the 1st Reading of Ordinance 10-2025, a City-initiated Ordinance amending the future land use map for the subject properties from “High Density Residential” to “Mixed Use”.

THANK YOU
~ ~ ~
QUESTIONS?

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FLORIDA

City Council

October 14, 2025



Four Corners Overlay District

City-Initiated Land Development Code Amendment – 1st Reading



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Consideration of a Land Development Code Text Amendment Appendix A, Article XI Code of Ordinances of the City of Cocoa creating Section 23, Four Corners Overlay District, establishing permitted, special exception, and prohibited uses; providing for performance standards, including setbacks, parking, landscaping, and signage requirements; establishing building design standards; establishing the boundaries of the Four Corners Overlay District.

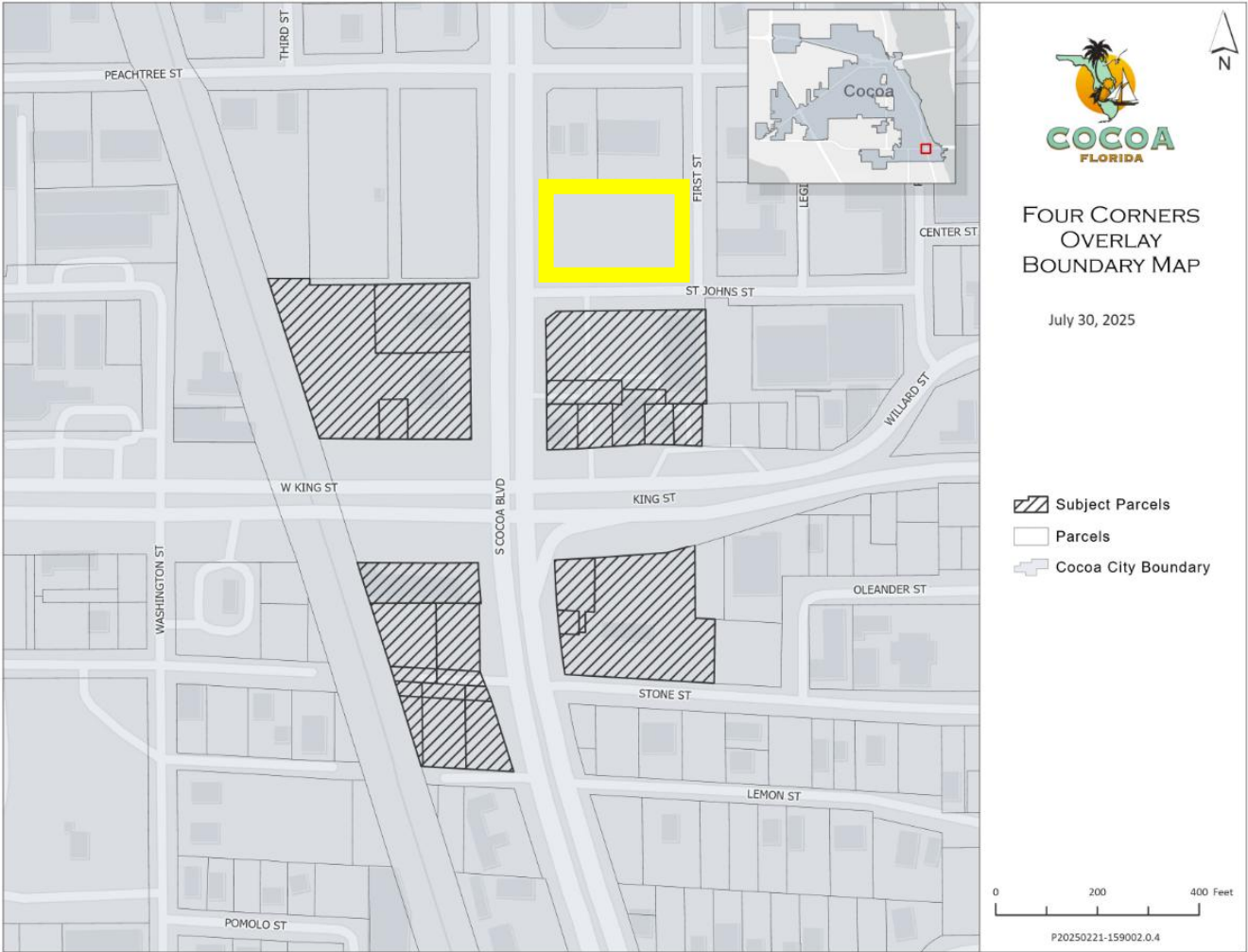
Subject Property Location

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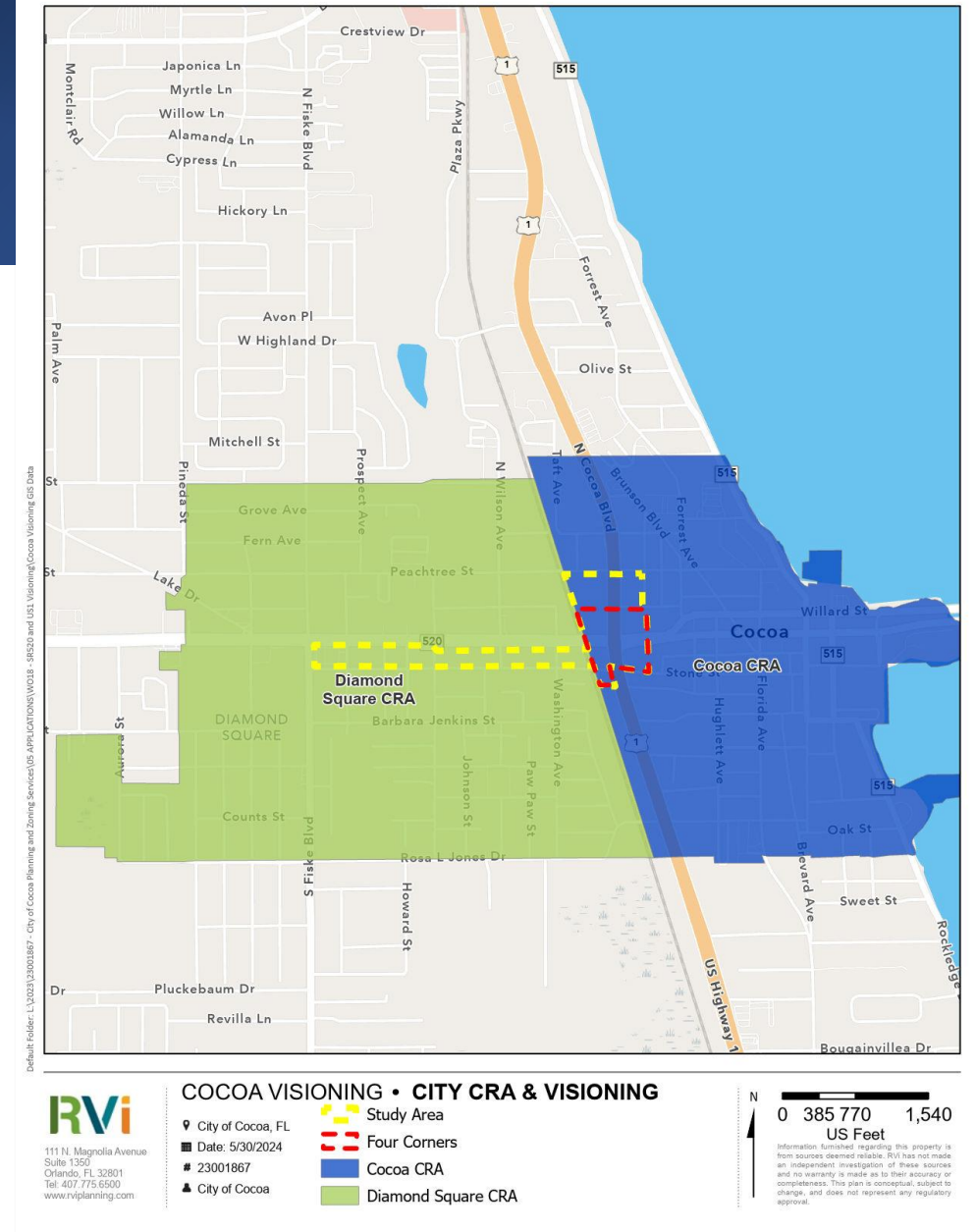
- **Amendment is applicable to the proposed “Four Corners Overlay District” (FCOD)**
- **Generally, located at the intersection of US Hwy 1 & SR 520**
- **Mixed-Use Future Land Use Category**
- **Commercial Parkway (CP) Zoning District**

Subject Property Location



Background

- The Four Corners has been identified as a vital intersection that acts as a gateway into the core of the City of Cocoa
- It is the intersection of the Diamond Square and Cocoa CRAs
- It is also an entrance into Cocoa Village
- Given this strategic location, Four Corners was chosen as the start of this visioning process



Background

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- **Mixed-Use Future Land Use Category adopted in 2010 to establish meaningful standards for well-integrated and attractive development**
- **Decreased emphasis on vehicle-oriented development**
- **Emphasis on attractive, walkable/pedestrian-friendly environment with a mix of commercial, retail, office and residential uses**



Background



- In 2023, Staff identified that the C-P is not consistent with Mixed-Use FLU
- The zoning districts that are consistent with Mixed Use don't encourage an urban form that encourages a mixture of uses or pedestrian oriented scale to be expected of a mixed-use area other than CBD

FIGURE FLU-1, Continued
STANDARDS FOR FUTURE LAND USE CATEGORIES

Commercial, Industrial, Open Space/Recreational, Institutional and Mixed Use Future Land Use Categories:

	<u>Commercial</u>	<u>Neighborhood Commercial⁴</u>	<u>Regional Activity Center⁵</u>	<u>Industrial</u>	<u>Open Space Recreational</u>	<u>Institutional</u>	<u>Mixed Use</u>
Maximum Intensity/ Density	1.0 FAR	0.75 FAR	0.50 FAR, 25 du/acre, and 45 hotel rooms/acre	1.50 FAR	0.25 FAR	1.0 FAR 25 du/acre	25 du/acre ^{2&3} 1.0 FAR ³
Allowable Uses	Commercial, Office, Institutional, and Open Space/ Recreational Residential	Commercial, Residential, Office, Institutional, and Open Space/ Recreational	Commercial, Industrial, Hotel, Office, Residential, Institutional, and Open Space/ Recreational	Industrial and Commercial ⁶	Not Applicable	Institutional	Commercial, Industrial, Hotel, Office, Residential, Institutional, and Open Space/ Recreational
Minimum Transportation Access	4 lane collector 2 lane arterial	2 lane collector	2 lane arterial that intersects SR528 or I-95	2 lane collector 2 lane arterial	Not Applicable	Not Applicable	Not Applicable
Applicable Zoning Districts	C-G, C-W, C-P, C-C, P-S, and PUD	C-N, C-R, R-P, P-S, and PUD	UMD	M-1 and M-2	All Districts	All Districts	CBD, CBD- CVO, C-C, C-N, CR, PS, PUD, RP, UMD
Maximum Impervious Surface Ratio	.90	.80	.95	.75	.25	.65	.95 1.0 in CBD



Project Approach

COCOA
FLORIDA



- **City Kickoff and Strategy**
- **Community Outreach Workshops**
- **Identify Strategies to Implement Input from Community Outreach and Address Inconsistencies**
- **Prepare Amendments**
- **Public Hearings**



Community Outreach

COCOA
FLORIDA



- **Community outreach meeting held on June 17, 2024 at Dr. Joe Lee Smith Recreation Center**
- **1,800 notices sent to property owners within both the Cocoa and Diamond Square CRA**
- **Advertised on Facebook, City website and Newsletter**
- **Printed Newsletter gets mailed to every resident and business owner in Cocoa**
- **Meeting attended by 100 people in person + 2 dozen online attendees**

Community Outreach

COCOA
FLORIDA



- Additional public meetings/workshops held:
 - August 5th with Cocoa CRA
 - August 13th City Council meeting
 - August 19th with Diamond Square CRA



Community Outreach Visioning

COCOA
FLORIDA



- High visibility crosswalk.
- Outdoor seating.
- Building to the property line to enhance corner with foundation landscaping.
- Appropriately planted trees and hedges along sidewalk
- Building articulation with windows and varying finishes

Community Outreach Visioning

COCOA
FLORIDA



- Hidden drive-thru with internal flow.
- Stem wall to protect pedestrians and improve buffer
- Pedestrian scale landscape that is also sensitive to overhead powerlines
- Continued building articulation and finishes with limited signage.

Community Outreach Outcomes

COCOA
FLORIDA



Community Outreach Outcomes

COCOA
FLORIDA



Community Outreach Outcomes

COCOA
FLORIDA



Commercial, Industrial, Open Space/Recreational, Institutional and Mixed-Use Future Land Use Categories

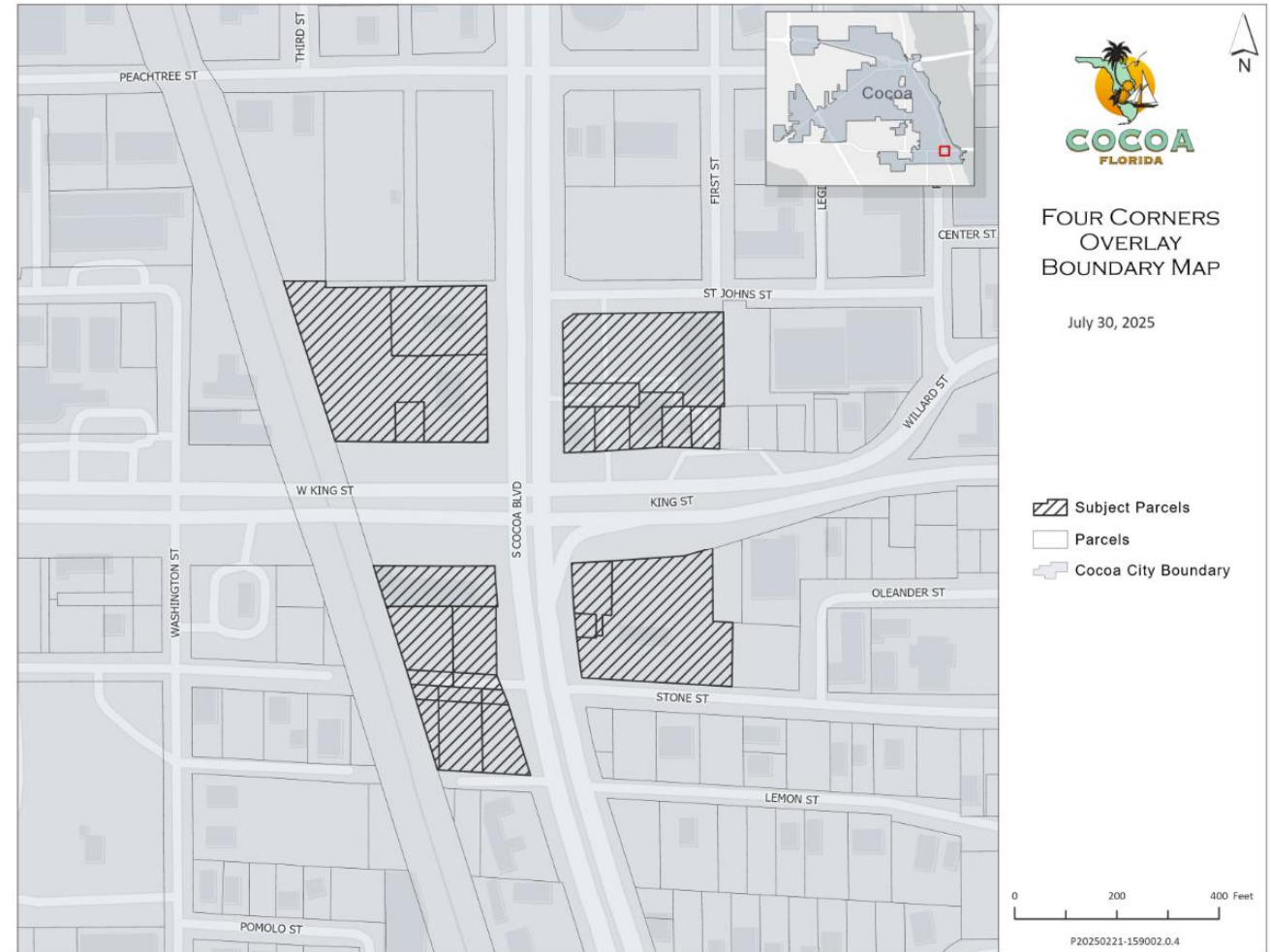
	Commercial	Neighborhood Commercial	Regional Activity Center	Industrial	Open Space Recreational	Institutional	Mixed Use
Maximum Intensity/Density	1.0 FAR, 25 du/acre ⁷	0.75 FAR, 25 du/acre ⁷	0.50 FAR, 25 du/acre, and 45 hotel rooms /acre	1.50 FAR	0.25 FAR	1.0 FAR 25 du/acre	25 du/acre ^{2,3&9} 1.0 FAR ³
Allowable Uses	Commercial, Office, Institutional, Residential ⁸ , and Open Space/Recreational	Commercial, Residential, Office, Institutional, and Open Space/Recreational	Commercial, Industrial, Hotel, office, Residential, Institutional, and Open Space/Recreational	Industrial and Commercial ⁶	Not Applicable	Institutional	Commercial, Industrial, Hotel, Office, Residential, Institutional, and Open Space/Recreational
Minimum Transportation Access	4 lane collector 2 lane arterial	2 lane collector	1 lane arterial that intersects SR 528 or I-95	2 lane collector 2 lane arterial	Not applicable	Not applicable	Not applicable
Applicable Zoning Districts	C-G, C-W, C-P, C-C, P-S, Inst, and PUD	C-N, C-R, R-P, P-S, Inst and PUD	UMD	M-1 and M-2	All Districts	All Districts	CBD, CBD-CVO, C-C, C-N, C-R, C-P within FCOD, P-S, PUD, R-P, UMD
Maximum Impervious Surface Ratio	0.90	0.80	0.95	0.75	0.25	0.65	0.95 1.0 in CBD

LDC Amendment - Applicability

COCOA
FLORIDA



- **Applicability**
 - ✓ **Establishes limits of the Overlay District**
 - ✓ **Established Minor vs. Major Redevelopment Thresholds**



LDC Amendment - Thresholds

COCOA
FLORIDA



- **Minor Developments/Redevelopments include:**
 - **Changes of use or other projects requiring a minor site plan amendment**
 - **Increasing building floor area or replacing building floor area by 30% or more, but less than 50%; or**
 - **A combination of increase/replacement of building floor area by 30% or more but less than 50%**
 - **Building renovation or improvements performed over a period of five years that exceed 30% but are less than 50%**
- **Minor Development threshold increased following first P&Z hearing**

LDC Amendment - Thresholds

COCOA
FLORIDA



- **Minor Developments must comply with:**
 - ✓ **Landscape Buffers, Signage, Pedestrian Access and Visual Screen & Site Design Elements (no changes to building placement or architecture)**
- **Major Developments must comply with:**
 - ✓ **Entirety of ordinance**

LDC Amendment - Applicability

COCOA
FLORIDA



- Building expansions and renovations up to 30% of the building floor area may occur without having to comply with any aspects of this Overlay
- “Non-conforming uses” can continue indefinitely, so long as the building renovation or expansion is less than 30%. This is a relaxed standard to provide some flexibility to FCOD property owners. Ordinarily, nonconforming uses and structures may not be extended or enlarged at all under Appendix A, Article X, Nonconformities.
- Ordinary repairs, repair or replacement of nonbearing walls, fixtures, wiring and plumbing is permitted without triggering minor development threshold.

LDC Amendment - Uses

COCOA
FLORIDA



- Added numerous uses to the list of Permitted Uses (i.e. craft brewery, mixed-use, health care facilities, churches, child care (SE), food truck parks (SE))
- Eliminated certain uses at direction of Council and based upon community workshops (i.e. gas station as accessory to convenience store, package store (beer and wine), new and used automotive vehicle sales (SE))
- Other uses requested by property owners currently not permitted (i.e. car wash, auto repair, gas station with no convenience store, liquor stores, self-service storage facilities)



✓ ***Performance, Building & Architectural Standards***

- *Increases flexibility and reduces setbacks to allow for more urban form*
- *Increases maximum building height*
- **Landscaping standards to uphold views from the public rights-of-way**
- **Incorporation of minimum site elements to promote usable civic areas**
- **Specific standards for drive-thru establishments and buildings with overhead doors to screen applicable development from public rights-of-way**
- *Establishes range of architectural styles*

Architectural Styles

COCOA
FLORIDA





Comprehensive Plan Consistency

- **Policy 1.1.2.6:** The Amendment complies with FLU Policy 1.1.2.6 relating to the intent for the Mixed-Use future land use category to encourage a compact and walkable environment with a unified architectural theme and mixed use buildings
- **Policies 1.1.10.7 and 1.1.10.11:** This Amendment directly complies with FLU Policies 1.1.10.8 and 1.1.10.11 relating correcting inconsistencies between the Future Land Use Map and Zoning Map
- **Goal 1.2:** The Amendment complies with FLU Goal 1.2 and its supporting objectives and policies by implementing smart growth principles via the establishment of the FCOD
- **Policy 1.2.1.7:** The Amendment complies with FLU Policy 1.2.1.7 relating to the emphasis on beauty, aesthetics, human comfort and creating a sense of place

Community Outreach Outcomes

COCOA
FLORIDA



- Planning takes vision, time & cooperation!
- Ongoing/future coordination with FDOT required to achieve Four Corners Vision
- Function and form will be dictated by both infrastructure/road and building design
- Overlay is one step towards a safer, more attractive and economically vibrant Four Corners



Four Corners Overlay District

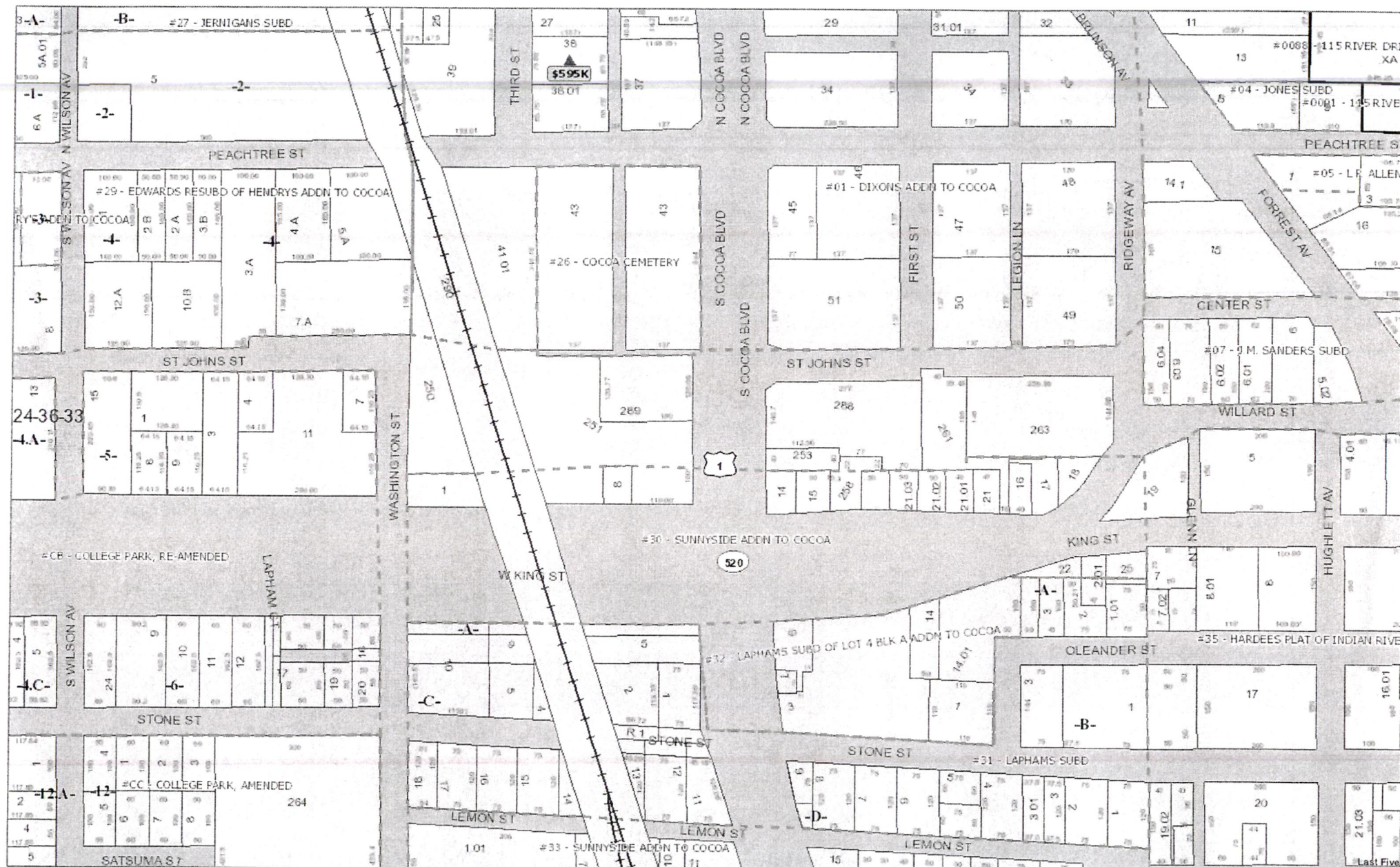
Staff Recommendation

COCOA
FLORIDA



Staff recommends APPROVAL of 1st reading to adopt the proposed LDC Amendment

The Planning & Zoning Board recommended APPROVAL to adopt the proposed LDC Amendment at the meeting held on September 10, 2025



All BCPAO maps and/or map applications are maintained for assessment and illustrative purposes only and do not represent surveys, plats, or any other legal instrument. Likewise, measurement and location tools are for assessment and illustrative only and do not necessarily reflect real-world conditions. Due to the nature of Geographic Information Systems (GIS) and cadastral mapping, map layers may not precisely align and may not represent precise location, shape, and/or legal boundaries. A Florida-licensed surveyor can determine legally-relevant property boundaries, elevation, distance, area, and/or location in Florida.

Map created April 28, 2025 (map data dates may vary)

REAL WORLD EXAMPLES

What do
you see or
not see?



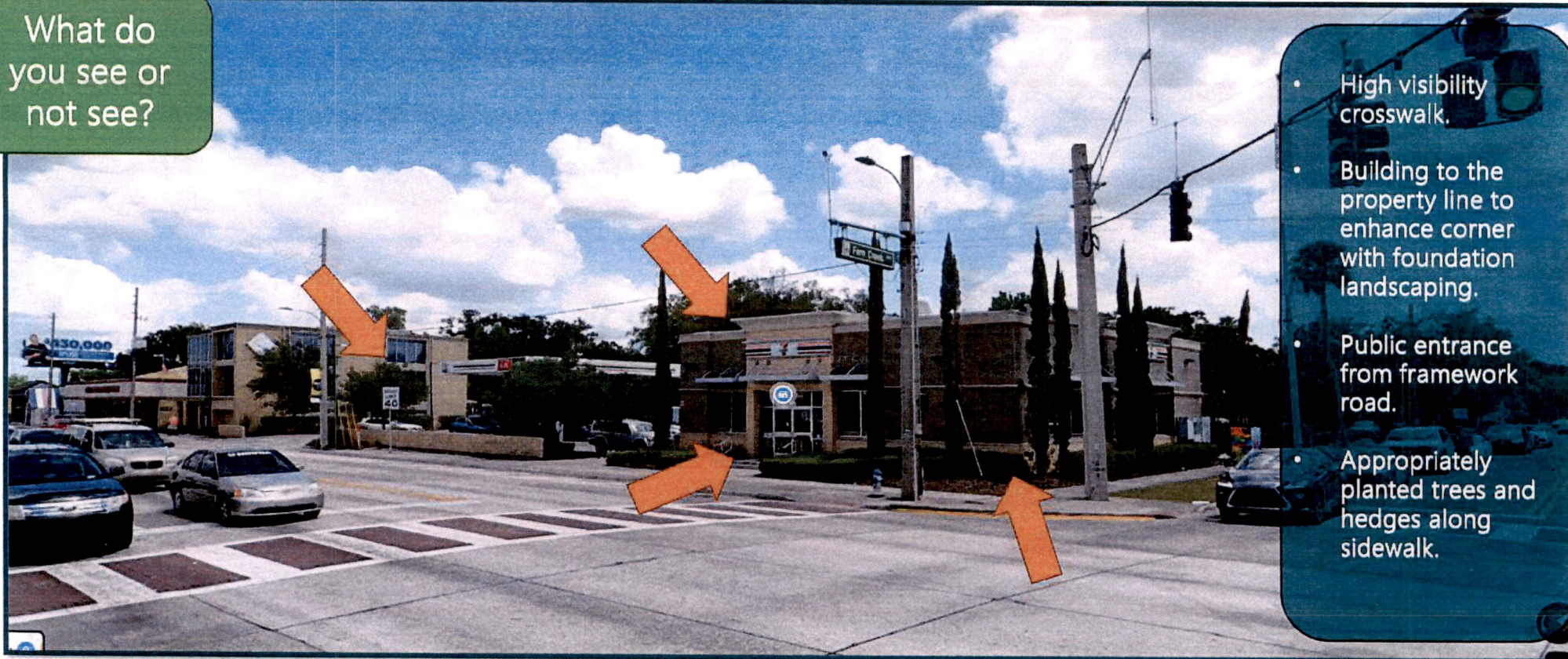
2024

FOUR CORNERS VISIONING

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REAL WORLD EXAMPLES

What do you see or not see?



- High visibility crosswalk.
- Building to the property line to enhance corner with foundation landscaping.
- Public entrance from framework road.
- Appropriately planted trees and hedges along sidewalk.

REAL WORLD EXAMPLES

What do you see or not see?

- Stem wall with landscape to enhance buffer and improve pedestrian safety.
- Appropriately located trees away from the overhead powerlines.
- Location of canopy is behind front wall of building, and hidden due to landscape.

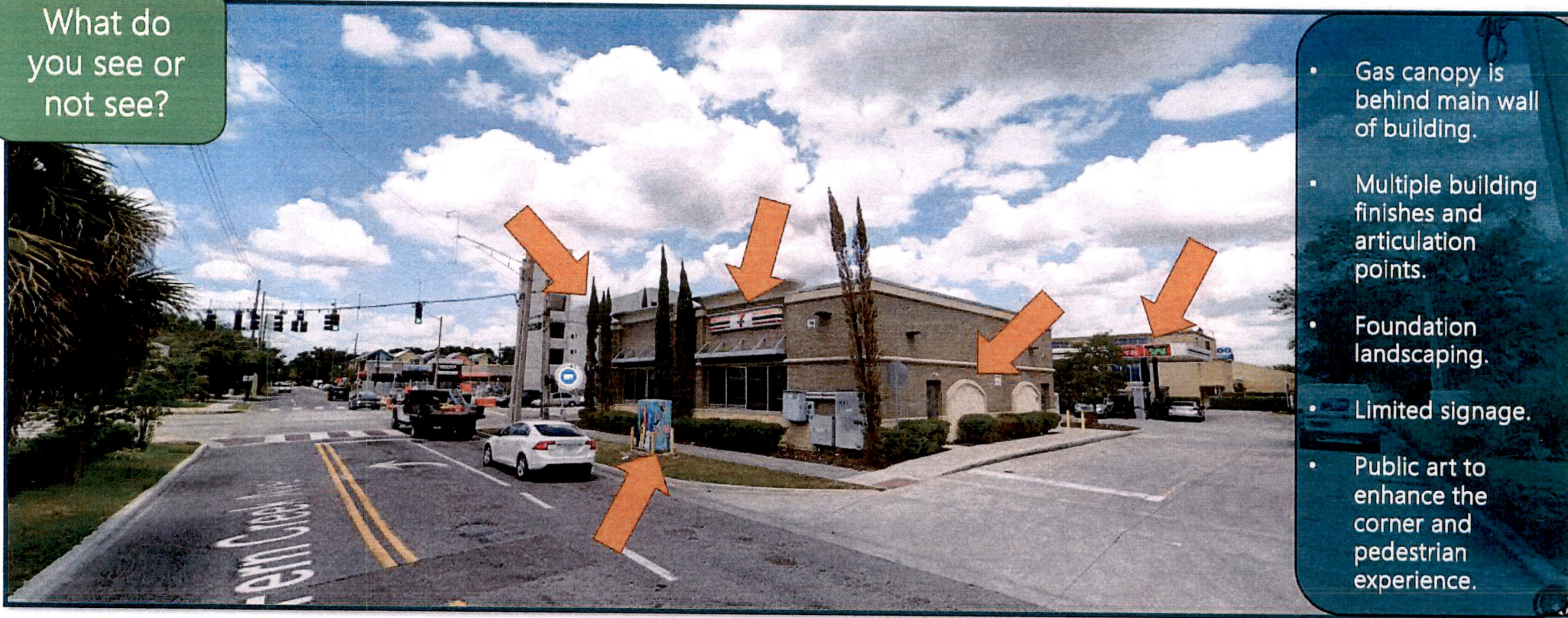
REAL WORLD EXAMPLES

What do
you see or
not see?



REAL WORLD EXAMPLES

What do
you see or
not see?



- Gas canopy is behind main wall of building.
- Multiple building finishes and articulation points.
- Foundation landscaping.
- Limited signage.
- Public art to enhance the corner and pedestrian experience.

CITY COUNCIL AGENDA ITEM

Memo Date: January 7, 2026
Agenda Date: January 13, 2026
File ID: 2026-22
Prepared By: Monica Arsenault, City Clerk
Through: Monica Arsenault, City Clerk
Requested Action: Approve the October 28, 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 October 28, 2025 Regular City Council meeting minutes as written or with amendments.

MINUTES
City of Cocoa
Regular Meeting of The City Council

October 28, 2025

A Regular City Council Meeting was held on Tuesday, October 28, 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 the assembly stood for 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; Mitch Lawyer, Interim Chief Technology Officer; and Dalyn Sims, Helpdesk Support Tech.

II. Approval of Agenda and Minutes:

1. Agenda: Regular Meeting of October 28, 2025. (2025-793).

* **MOTION by Mayor Blake; Seconded by Councilmember Koss to approve the agenda with an amendment to add Consent item V.13, approving Resolution 2025-082 to provide a temporary waiver of building permit fees for repairs related to building or structural damage caused by the storm event on October 26-27, 2025, for discussion.**

Councilmember Goins asked Mayor Blake if he would amend his motion to move Consent item V.1 to Council Business VII.4, to which he agreed.

* **MOTION by Mayor Blake; Seconded by Councilmember Koss to approve the agenda with an amendment to add Consent item V.13, approving Resolution 2025-082 to provide a temporary waiver of building permit fees for repairs related to building or structural damage caused by the storm event on October 26-27, 2025, and to move Consent item V.1 to Council Business VII.4.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Minutes: 1st Budget Hearing of September 3, 2025. (2025-794)

* **MOTION by Deputy Mayor Weeks; Seconded by Councilmember Hearn to approve the minutes for the September 3, 2025 1st Budget Hearing of the City Council as written.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

3. Minutes: Regular Meeting of September 9, 2025. (2025-993)

* **MOTION by Deputy Mayor Weeks; Seconded by Councilmember Hearn to approve the minutes for the September 9, 2025 Regular City Council meeting as written.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)**III. Awards and Presentations:**

1. Proclamation recognizing Viewpoint with Seeta and Friends community radio show for their Fifteen Years in the City of Cocoa. (2025-918). (Councilmember Koss)
Councilmember Koss read the proclamation into the record and congratulated Ms. Seeta and her colleagues on their fifteen years of service to the community.
2. Proclamation Recognizing November 9 - 15, 2025 as Law Enforcement Records Personnel Week. (2025-989). (Police Chief)

Chief Collier read a proclamation into the record recognizing Law Enforcement Records Personnel Week.

IV. Delegations:

Aleck Greenwood, 640 Brevard Ave., Cocoa, spoke about a claim he made to the Florida Commission on Ethics about a Councilmember. He explained that it has been made out that he has a personal vendetta against this Councilmember which is not true. He asked Council to look at his complaint and see what was written. He also feels that misinformation is being spread and that an apology should be made.

In response, Councilmember Koss explained that the response she received from the Florida Commission on Ethics stated that it is not corrupt nor illegal to have a difference of opinion. She also noted that she will not apologize for representing her constituents.

Brad Whitmore, 351 Rockledge Dr., Rockledge, congratulated the city on finishing the Lee Wenner Park Project and for obtaining the FIND Grant for the day slips in Riverfront Park.

He talked about the Sail to the Sun event and those who bring their boats down to Florida and to our coast. He asked Council to consider where these people will go and park their boats. He also pointed out that we do not have dingy and asked Council to consider using the southernmost dock as a designated dingy.

Anita Gibson, 451 Stone St., Cocoa, shared that she wrote a letter to Council that was dropped off today and asked that Council read it and reach out to her.

George Frazier, 221 Dixie Ln., Rockledge, thanked Council for their support and also personally thanked Councilmembers Hearn and Goins for being on their panel.

Mr. Frazier shared that they had a small group show up to their Wealth and Prosperity workshop, but they had a huge impact. He shared that one family is already talking to

an estate planning attorney to set up a trust, five families are scheduled to meet with life insurance professionals, and one family has begun the process of purchasing their first home.

On November 8th from 11am-1pm, they will have another workshop. Mr. Frazier shared that they will be talking about obstacles businesses face and how to grow your business.

Pam Shaia, 14 Oleander St., Cocoa, thanked Leisure Services for their hard work at the Fall Festival this past weekend. She also thanked Public Works for their hard work in cleaning up the city after the bad rainstorm. She thanked the Records Department at the Police Department and noted that she has always received great customer service there.

Lastly, she talked about the Gobble Wobble event being put on in part with the Cocoa Fire Department and shared that more information can be found on her Facebook page. The money raised will be given to help the Fire Department purchase and provide turkey donations for families for thanksgiving. The event is all month long, is a \$20 fee and requires those to walk a minimum of three miles during the month.

Rose Flowers, 814 Hillsdale Dr., Cocoa, wished to come to Council with her daughter to thank Council for their support in installing handicap park equipment. It has made such a difference for her daughter and she wished to thank Council personally.

V. Consent Agenda:

1. ~~Approve the installation of Inclusive Playground Equipment at Provost Park using fund balance in the amount of \$99,538.60 to Playmore Recreational Products & Services utilizing Sourcewell contract #010521-LTS; Approve a Resolution Amending the FY26 Budget, BAF #2026-013-A; and Authorize the City Manager to execute the contract, issue the purchase order, and execute any necessary construction rider(s). (2025-963). (Public Works Director)~~ **Moved to Council Business VII.4.**
2. Approve the utilization of the Piggyback Contract under IFB #21-01MK with J & M Materials of Riverview, Inc. for the disposal of residual sludge products from the Claude H. Dyal Water Treatment Plant in the amount of \$250,000.00; Authorize the City Manager to Approve Contracts, Amendments and Purchases up to this amount. (2025-965). (Utilities Director)
3. Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making Sole Source Purchase with Myra Planning and Design in the amount of \$87,587 for the Master Plan Design of Provost Park Improvements, including: 2 soccer mini pitches, fitness court, parking lot, and other amenities. Approve a Resolution Amending the FY26 Budget, BAF # 26-012-T-PW. Authorize the City Manager to execute the contract and issue the purchase order. (2025-966). (Public Works

Director)

4. Planning and Zoning Fee Resolution 2025-069. (2025-640). (Planner)
5. Approve the purchase of a Vermeer D8x12 Horizontal Directional Drill Package for the Utilities Department from Vermeer Southeast of Orlando, Florida, in the amount of \$174,916.62, utilizing the Florida Sheriffs Association Cooperative Contract No. FSA23-EQU21. (2025-970). (Utilities Director)
6. Approve Task Order 2026-17 with Carollo Engineers, Inc. to assist Sewer Field Operations (SFO) in Project Management Coordination, Technical Support and Review, SCADA Maintenance, Data Collection and Support, and Manhole/Gravity Sewer Program Maintenance. (2025-971). (Utilities Director)
7. Approval for a requested street closure outside of the Central Business District. (2025-979). (Comm. & Economic Dev. Director)
8. Announcement of Mayor Blake, Deputy Mayor Weeks, and Councilmember Goins to attend the Florida League of Cities Legislative Conference from December 3-December 5, 2025. (2025-980). (City Clerk)
9. To Approve the Change Order for Connect Consulting, Inc. to add additional funds to FY25 PO#83062 in the amount of \$1,595.00 to pay the difference for the Final Invoice #3579 for the work that was completed with the Piggyback Contract Agreement utilizing Palm Coast contract RFSQ-CD-20-31 with Connect Consulting, Inc. (CCI), High Springs, Florida for Professional Hydrogeological Services, Project No. WS1106 in an Amount Not to Exceed \$250,000.00 for FY 2025. Authorize the City Manager to approve the Change Order in the amount of \$1,595.00 for a total cost for FY25 \$251,595.00. (2025-981). (Utilities Director)
10. Council Approval to Enter into a multi-year contract with NEOGOV a parent company of POWERDMS in the amount of \$24,937 for POWERVETTED and POWERENGAGE subscription over a two year time period. (2025-972). (Police Chief)
11. Authorize the City Manager to execute a purchase agreement with Tyler Technologies, Inc. for the procurement and implementation of the Enforcement Mobile E-Citation and E-Crash software in the amount of \$54,238 based off Sourcewell Contract 06062-TTI, and to approve an amendment to the annual maintenance for the existing Tyler Aegis Public Safety platform with a current cost of **\$139,373.13 for a total of \$193,611.13**. Approve a Resolution to Waive Competitive Bidding for the existing services. (2025-975). (Police Chief)
12. Authorize the City Manager to execute FY25 change orders to PO# 82854 in the amount of \$32,998.98 to cover additional operating expenses and a change order to PO#83130 in the amount of \$28,812.14 to cover additional parts and services expenditures for departmental vehicles and equipment utilizing Sourcewell Contract #110520-GPC with Genuine Parts Company (dba Napa Auto Parts). (2025-994).

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(Public Works Director)

13. Approve Resolution 2025-082 providing a temporary waiver of Building Permit Fees for repairs related to building or structural damage caused by the Storm Event on October 26-27, 2025. (2025-1019). (Community Services Director) **Walk-on Item.**

- * **MOTION by Deputy Mayor Weeks; Seconded by Councilmember Goins to approve the Consent agenda.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VI. Public Hearings:

1. Second Reading of Ord. 10-2025 Uptown Forrest Future Land Use Map Amendment. (2025-938). (Planner)

City Attorney Garganese announced that this is the Second and Final Reading and read the title of the Ordinance into the records as follows:

Ordinance 10-2025

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, RELATING TO COMPREHENSIVE PLANNING; AMENDING THE FUTURE LAND USE MAP FOR EIGHT (8) PARCELS OF REAL PROPERTY WITHIN THE CITY OF COCOA TOTALING 1.9 ACRES, MORE OR LESS, AND GENERALLY LOCATED ALONG FORREST AVENUE, SOUTH OF MULBERRY ST AND NORTH OF PEACHTREE STREET, IN COCOA, FLORIDA, AS MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO; AMENDING THE FUTURE LAND USE MAP DESIGNATION OF SAID PARCELS FROM "HIGH DENSITY RESIDENTIAL" TO "MIXED USE"; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, INCORPORATION INTO THE COMPREHENSIVE PLAN, AND AN EFFECTIVE DATE AND LEGAL STATUS OF THE PLAN AMENDMENT.

Ms. Jennifer Webster added that no changes have been made since the first reading.

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 10-2025 on Second and Final Reading.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Resolution 2025-077 Modwash Lot Split. (2025-982). (Planner)

Ms. Webster provided a presentation¹. She explained the lot split requested by the applicant and noted that there is a shared access agreement because there is only one shared access between the lots.

Ms. Webster reviewed the two conditions as noted in the Resolution.

Deputy Mayor Weeks asked for clarification regarding the first condition, inquiring as to why the owner has to obtain written consent from the City in order to sell the property. She shared that she has an issue with this.

In response, City Manager Whitten and Attorney Garganese provided clarification regarding the Binding Declaration. City Manager Whitten also spoke about the history of the property and that the City wants to ensure that the two separate owners will always have access to their lots.

Attorney Garganese offered to do some further research, but it may not be resolved this evening.

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

- * **MOTION by Mayor Blake; Seconded by Councilmember Goins to approve Resolution 2025-077 of the City Council of the City of Cocoa, Brevard County, Florida; providing for the division of one (1) originally platted lot owned by Modwash LLC, generally located southeast of the intersection of University Lane and Clearlake Road and having an address of 1540 Clearlake Road, Cocoa, Florida 32922 into two (2) resulting lots of record; providing for repeal of prior inconsistent resolutions, severability, and an effective date.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

¹ Exhibit A: Resolution 2025-077 "Modwash" Lot Split Presentation

THE MOTION CARRIED UNANIMOUSLY (5-0)**VII. Council Business:**

1. Consider the Reappointment of Todd Anderson and Aleck Greenwood to the Planning and Zoning Board through November 2028. (2025-991). (City Clerk)
- * **MOTION by Mayor Blake; Seconded by Councilmember Goins to approve the reappointments of Todd Anderson and Aleck Greenwood through November, 2028, for discussion.**

Councilmember Koss noted that she attends some of the meetings or watches them online, and she really appreciates the work that Mr. Anderson has done for the board. With that being said, he has served for about eleven years and reminded everyone that Council approved a resolution a few years ago establishing term limits.

Discussion was held on waiving the term limits for Mr. Anderson as he has completed his three consecutive terms.

- * **MOTION by Mayor Blake; Seconded by Councilmember Goins to rescind the motion to allow for the ballot process.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

The City Clerk took the nomination ballots submitted by the Council to reach a decision. She announced that Mr. Anderson received a score of 9, Ms. Milhoan received a score of 11, Mr. Greenwood received a score of 14 and Mr. Philpot received a score of 16.

With the lowest score ranking the highest, the ballots reflect appointing Mr. Anderson and Ms. Milhoan as Regular members and Mr. Greenwood would become an Alternate member.

- * **MOTION by Mayor Blake; Seconded by Deputy Mayor Weeks to approve the ballot based on the rankings and to waive the term limit condition as written in Resolution 2024-049.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Consider the appointment of Susan Milhoan or Rex Philpot to fill one Alternate Member Vacancy on the Planning and Zoning Board. (2025-152). (City Clerk) **Combined with Council Business item VII.1.**
3. City Council approval of the 2026 Legislative Priorities and State Appropriations Requests. (2025-990). (Comm. & Economic Dev. Director)

City Manager Whitten explained that staff has prepared and submitted the following legislative priorities and state appropriations requests based on community feedback and discussion with City Council. They are as follows:

- **Support for Federal Grant Funding for Cocoa's Multi-modal Station**
- **Additional State Funding for SHIP Program Affordable Housing Initiatives**
- **Continued Funding of Bonus and Incentive Pay for First Responders**
- **Protection of Local Home Rule**
- **Property Tax Reform**
- **Community Redevelopment Areas**
- **Restrictions on Land Use Regulations**
- **SR 524 and SR 501 Curve Widening and Station Access Road**
- **Septic to Sewer Conversion**
- **Dr. Joe Lee Smith Community Healthcare Facility**
- **Stradley Park Septic to Sewer Conversion**
- **Provost Park Redevelopment**
- **Water Quality Baffle Box Installation**

It was noted that staff needs to select a top five.

Deputy Mayor Weeks shared she feels the multi-modal station is the first choice and Councilmembers Koss and Goins agreed.

Mayor Blake shared that he thinks Home Rule is number 2 and Councilmember Koss agreed.

Councilmember Hearn feels that property tax reform is number 3. Mayor Blake agreed.

Mayor Blake shared that Senate Bill 180 is his fourth choice.

Councilmember Goins shared that he would like to see the additional state funding for SHIP funding on the list too.

The final list is as follows:

- 1) Support for Federal Grant Funding for Cocoa's Multi-modal Station
- 2) Protection of Local Home Rule
- 3) Property Tax Reform
- 4) Restrictions on Land Use Regulations
- 5) Additional State Funding for SHIP Program Affordable Housing Initiatives

*** CONSENSUS BY COUNCIL TO APPROVE THE LIST.**

4. Approve the installation of Inclusive Playground Equipment at Provost Park using fund balance in the amount of \$99,538.60 to Playmore Recreational Products & Services utilizing Sourcewell contract #010521-LTS; Approve a Resolution Amending the FY26 Budget, BAF #2026-013-A; and Authorize the City Manager to execute the contract, issue the purchase order, and execute any necessary construction rider(s). (2025-963). (Public Works Director)

Councilmember Goins shared a video of Ms. Flowers thanking the Council and staff for their support in allowing for inclusivity at the parks.

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

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VIII. City Business:

1. Outdoor Programmable Digital L.E.D. Message Board. (2025-1005). (Councilmember Hearn)

Councilmember Hearn shared photos depicting the locations of the City's current digital message boards and he does not have any in his district. He would like to broaden the City's ability to share messages to the community.

Additionally, he estimates the price to be somewhere around \$9,000 dollars. He asked Council to support this request.

- * **MOTION by Councilmember Hearn; Seconded by Mayor Blake to authorize the City Manager and staff to solicit bids and proceed with the procurement and installation of a programmable digital L.E.D. message board. The proposed installation site is the City-owned parcel located at the southwest corner of Dixon Boulevard and Fiske Boulevard. This initiative aims to improve public engagement and information accessibility in an underserved area, for discussion.**

Councilmember Goins asked Councilmember Hearn to consider a multi-facing message board so that it can be viewed at different angles, depending on where it is located. In response, Councilmember Hearn agreed that this was his vision.

Councilmember Koss asked if this will come back to Council so they can see the final cost beforehand. In response, Mayor Blake explained that this will come back to Council for approval before the bid is awarded.

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

IX. Informational Agenda:

1. In accordance with the Financial Operations Manual (FOM) the City Manager shall submit to City Council in the form of an agenda item any approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (2025-974). (Finance Director)
2. In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date. (2025-975). (Finance Director)
3. FY 2025 September Budget Adjustment Report. (2025-976). (Finance Director)
4. Informational Only - The City of Cocoa's Open Board Vacancies. (2025-995). (City Clerk)
5. Bi-weekly Report from October 10, 2025 – October 23, 2025. (2025-992). (City Manager)

X. Reports:

Chief Lamm shared updates related to the rain event that took place on Sunday, October 26th. He talked about all the behind-the-scenes effort that went into assessing the damage city wide and getting reports together. He gave shoutouts to staff for all of their hard work and dedication to make sure every issue and complaint was heard and addressed.

Councilmember Koss shared that she has a short report but wished to thank all of the staff who helped at her Town Hall meeting.

Additionally, she has some concerns about the water and the leakage along Indian River Drive, but more particularly at Indian Circle. She shared that this will be her focus over the course of her next year on Council.

Councilmember Hearn shared photos from the Hunger Project where he volunteered to help serve food to the residents. He also participated in a cleanup initiative at Bracco Pond.

Councilmember Hearn also attended the Fall Festival and was a panelist for the costume contest.

He was also a panelist at the Wealth and Prosperity summit and shared photos from that meeting.

Councilmember Goins shared photos from the Wealth and Prosperity summit as well. He shared that on December 6 from 11am-4:30pm there will be a 321 Empowerment Inc. Financial Literacy workshop at the EFSC Palm Bay Campus. Anyone who is interested can register online.

He also shared photos from the rain event on Sunday, October 26th and spoke about the flooding. He noted that he witnessed several cars trying to race through the water and got stuck. He reminded everyone to make sure that they are being safe on the roads, especially in inclement weather.

He asked staff to look at properties that we own that we could use in the future as rain parks. He thanked staff for their hard work and noted that their efforts don't go unnoticed.

Lastly, he participated in a radio show to support local youth and shared photos from that event.

Councilmember Hearn added that Endeavor Elementary is having their Walk to School event on October 30th at 7am. They will be meeting at Save A Lot if anyone wants to participate.

Deputy Mayor Weeks shared that she spoke at a Successful Women event where she received a plaque at the Moore Center and shared photos. She also shared several photos from a tour she participated in in West Palm Beach to see their CRA areas. She also shared photos from the seminars she attended at the FRA conference.

Deputy Mayor Weeks added that the basement at the Cocoa Village Playhouse flooded again from the storm and they are having issues with their system keeping up with the water.

Mayor Blake shared photos and spoke about his attendance at the FRA conference. He also shared photos from a Habitat for Humanity home dedication that he attended.

Mayor Blake attended the re-dedication of the Humane Society building and shared photos from the event.

XI. Adjournment:

- * **MOTION by Deputy Mayor Weeks; Seconded by Councilmember Hearn to adjourn the Regular meeting of October 28, 2025.**

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

The meeting adjourned at 8:46 p.m.

Michael C. Blake, Mayor

ATTEST:

Monica Arsenault, CMC, City Clerk

CITY COUNCIL MEETING

October 28, 2025



COCOA
FLORIDA



RESOLUTION 2025-077

"MODWASH" LOT SPLIT

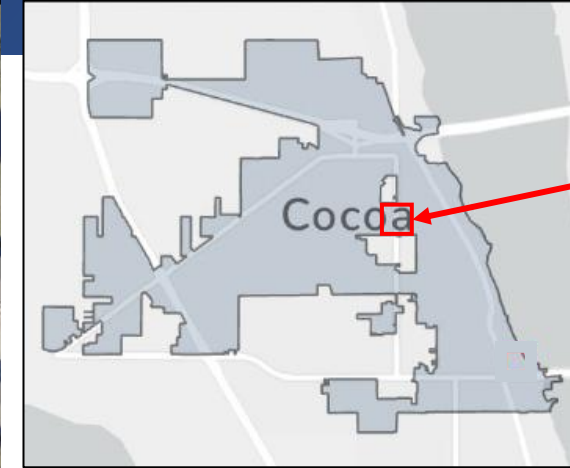
1540 CLEARLAKE ROAD, COCOA, FL

SITE PHOTOGRAPH



Resolution 2025-077 ModWash Lot Split Location Map

COCOA
FLORIDA



**Site
Location**

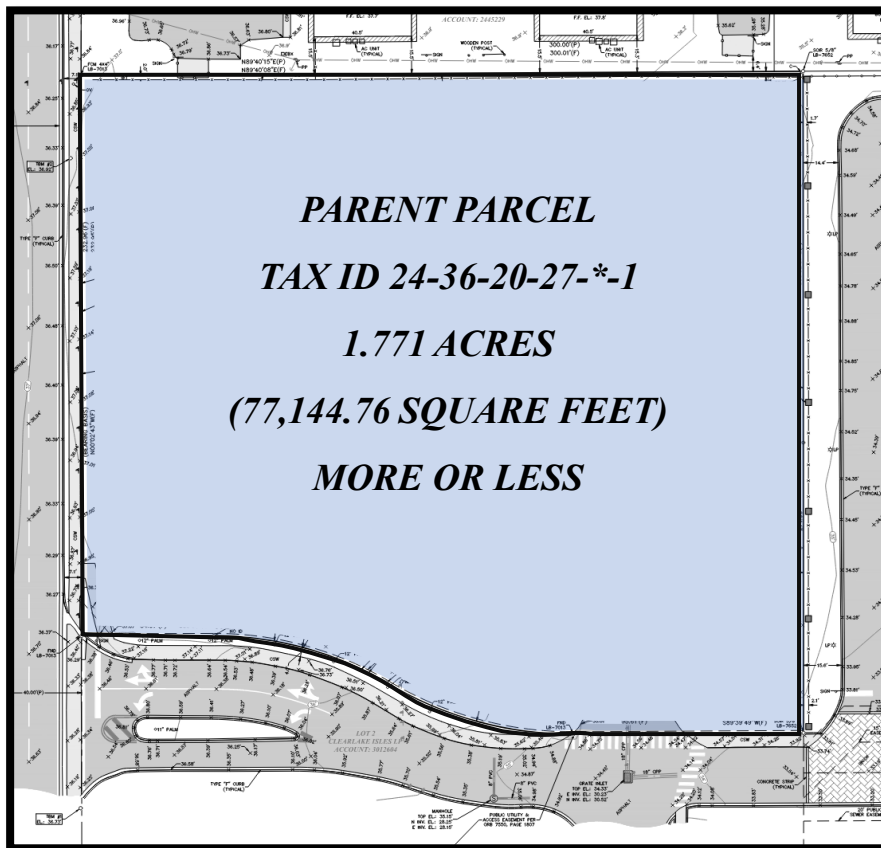
- Owner ModWash LLC
- 1 Lot → 2 Lots

Resolution 2025-077 ModWash Lot Split Parent Parcel

COCOA
FLORIDA

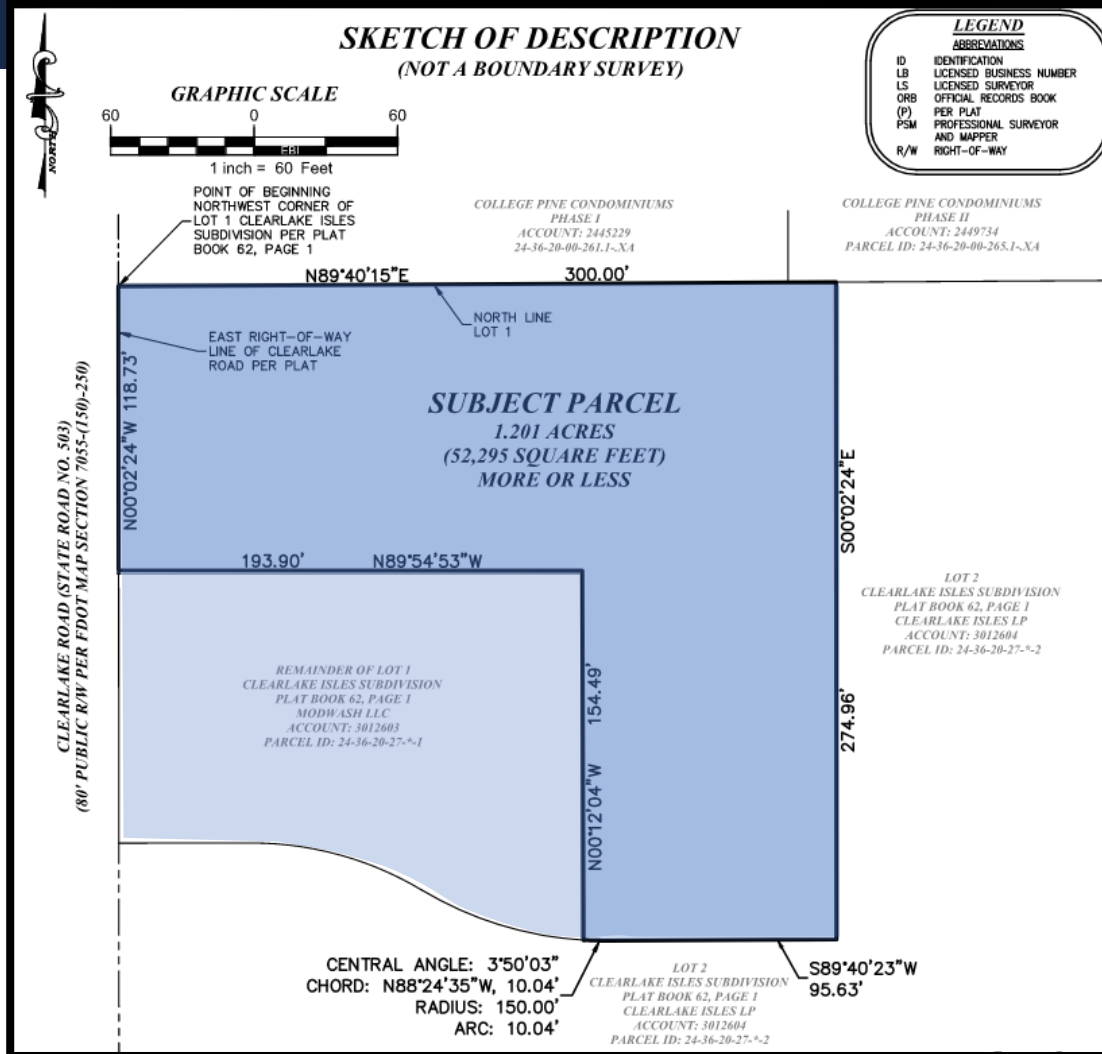


- Parent Parcel (Lot 1)
- 1.771 Acres



Resolution 2025-077 ModWash Lot Split Division – 2 Lots

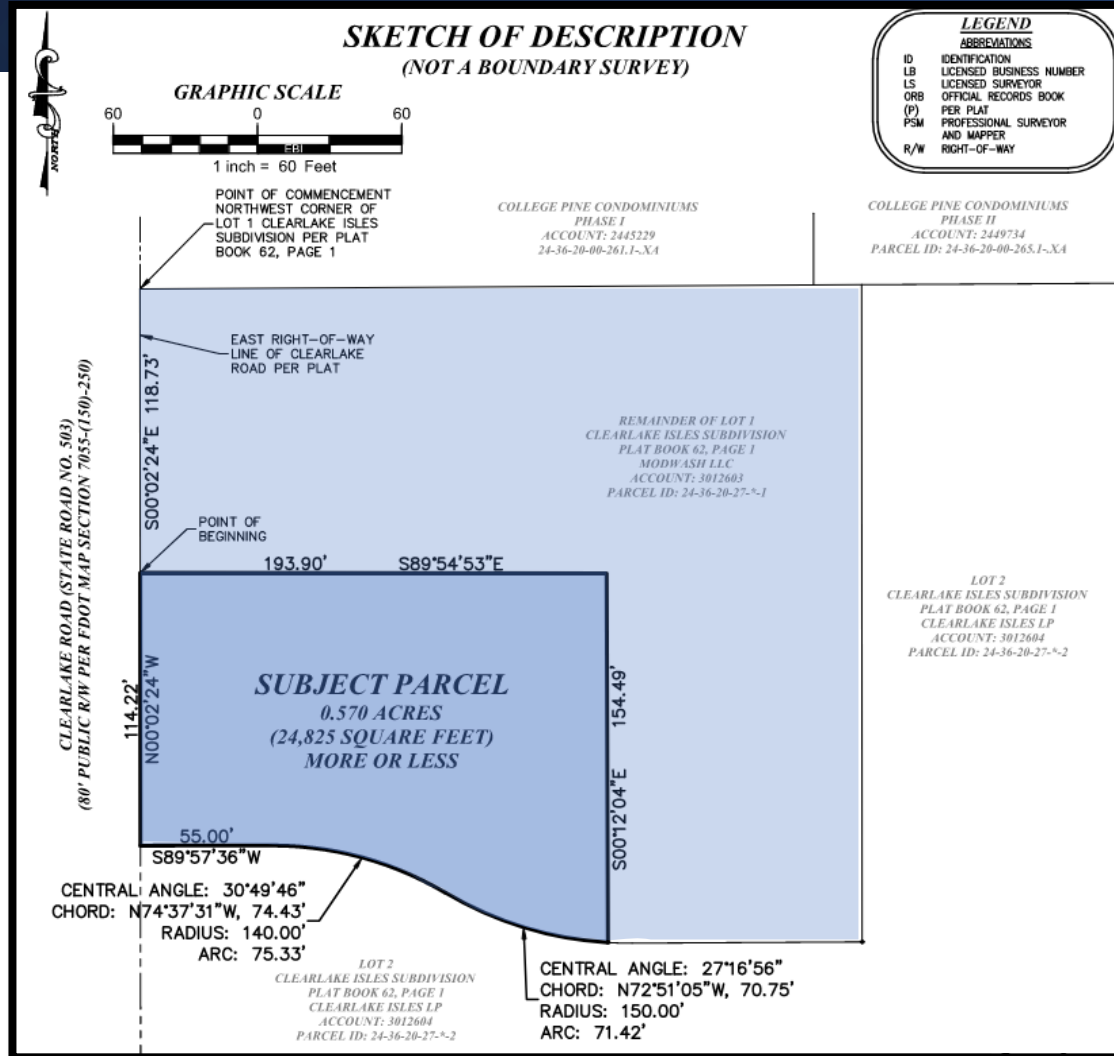
COCOA
FLORIDA



- New Lot 1
- 1.201 Acres

Resolution 2025-077 ModWash Lot Split Division – 2 Lots

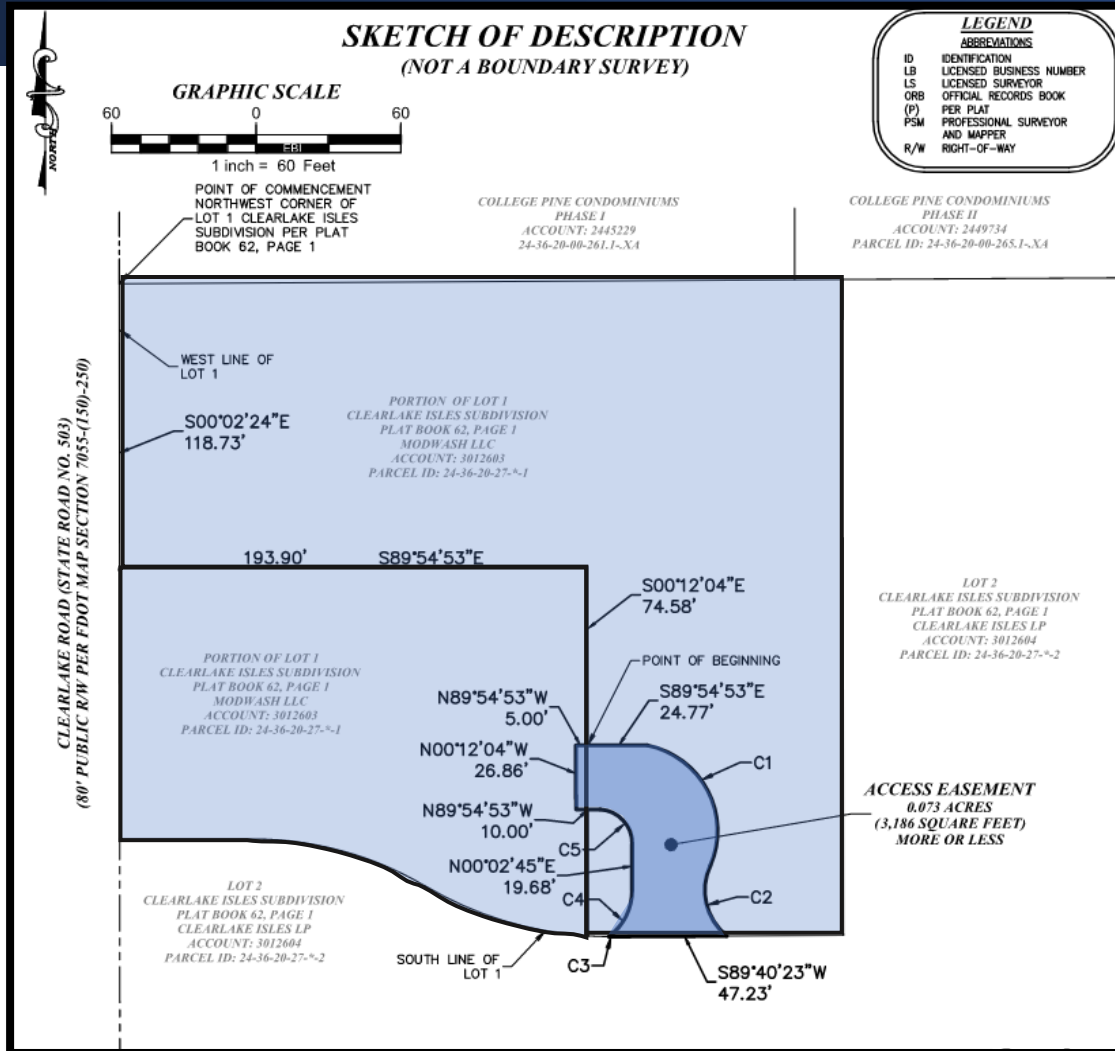
COCOA
FLORIDA



- Lot 2
- 0.750 Acres

Resolution 2025-077 ModWash Lot Split Access Easement

COCOA
FLORIDA



- One Driveway
- Shared Access
- Declaration of Easements, Covenants and Restrictions
- Recorded with County

Resolution 2025-077 ModWash Lot Split Analysis

COCOA
FLORIDA



Determination:

- Zoning = General Commercial
- Future Land Use = Commercial
- Lots will retain **Zoning** and **Future Land Use** designations
- Division of lots does **not** create any non-conforming conditions



NO CONFLICTS

Advertising:

- Duly Advertised – No Inquiries or Complaints
 - Posting at City Hall
 - Posting at Property
 - City of Cocoa Website

Resolution 2025-077 ModWash Lot Split Mandatory Conditions of Approval

COCOA
FLORIDA



Includes 2 Conditions:

- 1) Owner agrees to not further sell, convey, or assign any interest in either Resulting Lot, which would cause the loss of unity of ownership or title of each Resulting Lot, **without first obtaining the written consent** of the City of Cocoa;
- 2) Owner shall, prior to recording this Resolution, provide the City with a written, executed Declaration of Easements, Covenants and Restrictions which shall bind the Affected Property and grant, for the benefit of each Resulting Lot, a vehicular and pedestrian access easement as provided in the application for the lot split. **The Declaration of Easements, Covenants and Restrictions shall be recorded simultaneously with this Resolution.**

Resolution 2025-077 ModWash Lot Split Authority & Recommended Motion

COCOA
FLORIDA



- City of Cocoa Code, Chapter 18 – SUBDIVISIONS, “The City Council may by resolution at a public hearing approve, approve with conditions, or deny divisions of land which constitute a lot split.” (Sec. 147(b)).
- Staff requests City Council **APPROVE with conditions** this Resolution of the City Council of the City of Cocoa, Brevard County, Florida; providing for the division of one (1) originally platted lot owned by Modwash LLC, generally located southeast of the intersection of University Lane and Clearlake Road and having an address of 1540 Clearlake Road, Cocoa, Florida 32922, into two (2) resulting lots of record.

THANK YOU
~ ~ ~
QUESTIONS?

COCOA
FLORIDA



CITY COUNCIL AGENDA ITEM

Memo Date: December 2, 2025
Agenda Date: January 13, 2026
File ID: 2025-1163
Prepared By: Rebecca Bowman, Finance Director
Through: Stockton Whitten, City Manager
Requested Action: Acceptance of review of retirement investment report from Sageview Advisory Group

BACKGROUND:

City Council approved by Sageview Advisory Group as the City's financial consultant for the City's 457 (b) and 401 (a) and Roth retirement plans to assist with responsibility of fiduciary oversight of the management of the plans through competitive bid #ITB B-21-05-COC at the January 26, 2021 City Council meeting on agenda 21-80. Subsequent to the award of the contract, a review committee was created to provide fiduciary oversight of the retirement plans and an Investment Policy and Committee Charter was adopted in April 2021. The committee meets with Sageview Advisory Group on a quarterly basis to review the retirement investment options performance as compared to a peer group to ensure peak performance of the investment options to assist with employee's retirement income. The charter document for the committee has a requirement that the Committee report to the City Council activities related to the responsibilities of the Committee on an annual basis. This agenda item provides the required information to City Council for FY2025.

PRIORITY AREA CONNECTION:

Organizational Effectiveness

BUDGETARY IMPACT:

Budgeted? N/A

PREVIOUS ACTION:

Sageview was awarded bid #ITB B-21-05-COC at the January 26, 2021 City Council meeting on agenda 21-80.

RECOMMENDED MOTION:

Acceptance of review of retirement investment report from Sageview Advisory Group

Plan Investment Review

City of Cocoa 457(b) Deferred Compensation Plan and DC Retirement Plans

For period ending September 30, 2025

SEE
WHERE
YOU'RE
GOING

Lisa Garcia Registered Representative with and securities offered through Cetera Advisor Networks LLC, member FINRA/SIPC
4000 MacArthur Blvd, Ste 1050, Newport Beach, CA 92660 | T 949.955.1395 | SageView is not affiliated with Cetera



City of Cocoa Retirement Plan Summary (as of 9/30/25)

Plan Providers:

- MissionSquare – Serves as recordkeeper and custodian
- SageView Advisory Group – Serves as fiduciary investment advisor

Plan Name	Assets	YTD Investment Performance	1 Year Investment Performance	3 Year Investment Performance	Weighted Inv Expense
457(b) Deferred Compensation Plan	\$14,097,017	11.16%	10.39%	15.17%	0.40%
401(a) Plan	\$2,265,890	12.83%	11.28%	16.38%	0.47%
Total	\$16,362,907				

Investment Monitoring:

- American Century Small Cap Value – 1 quarter on watch-list.
- PIMCO High Yield fund on watch-list for 4 consecutive quarters. Replacement with the PIMCO Income fund approved during the last Committee meeting in November 2025.

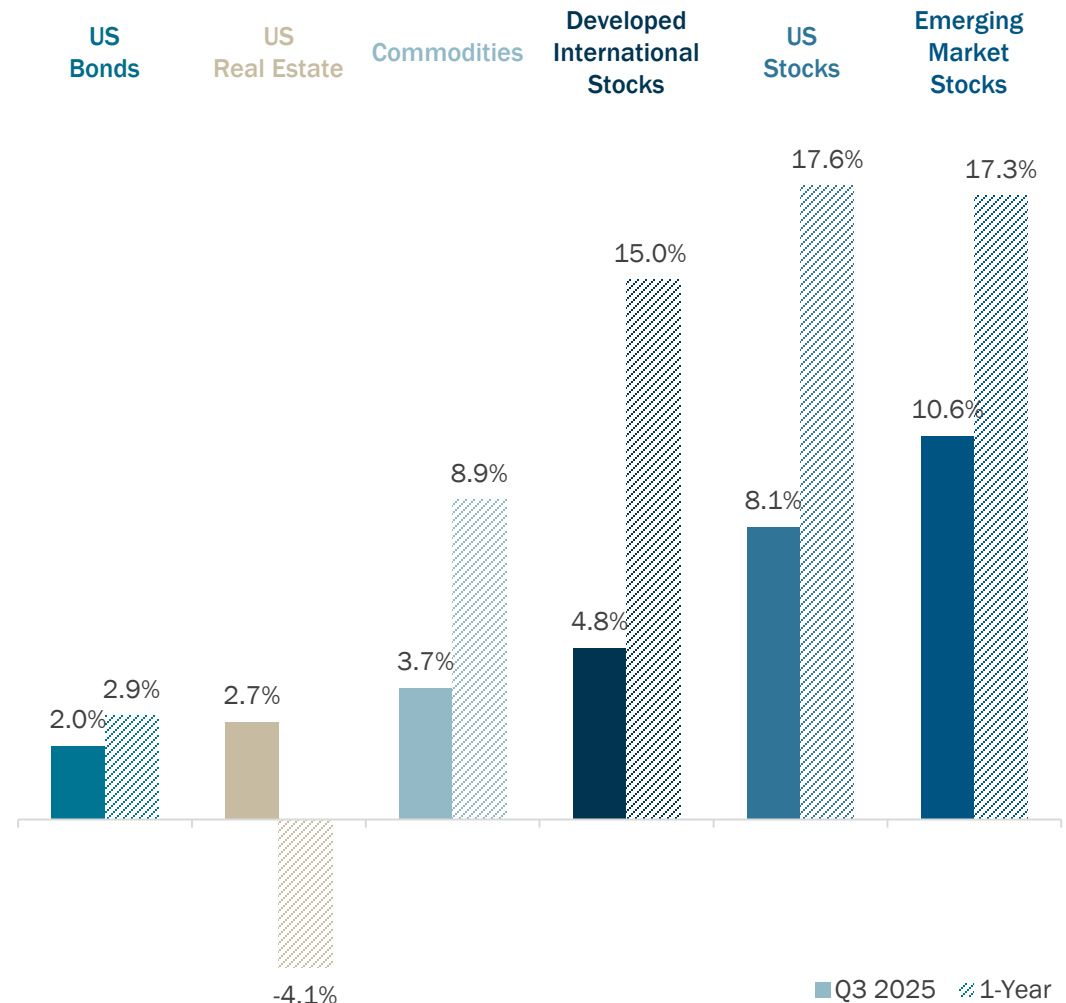
Administrative Updates:

- In 2025 - 63 new enrollments in the 457(b) deferred compensation retirement plan.
- Committee has been updated with the 2026 Retirement plan contribution limits (attached).
- Both MissionSquare and SageView providing on-site and virtual financial education and assistance to employees. Wellness webinar schedule attached for reference.

Capital Market Overview

All major asset classes rose during Q3 2025. Solid corporate earnings, increased investments in Artificial Intelligence (AI), and steady consumer spending kept investor confidence high, reduced daily market volatility, and extended the stock market rally.

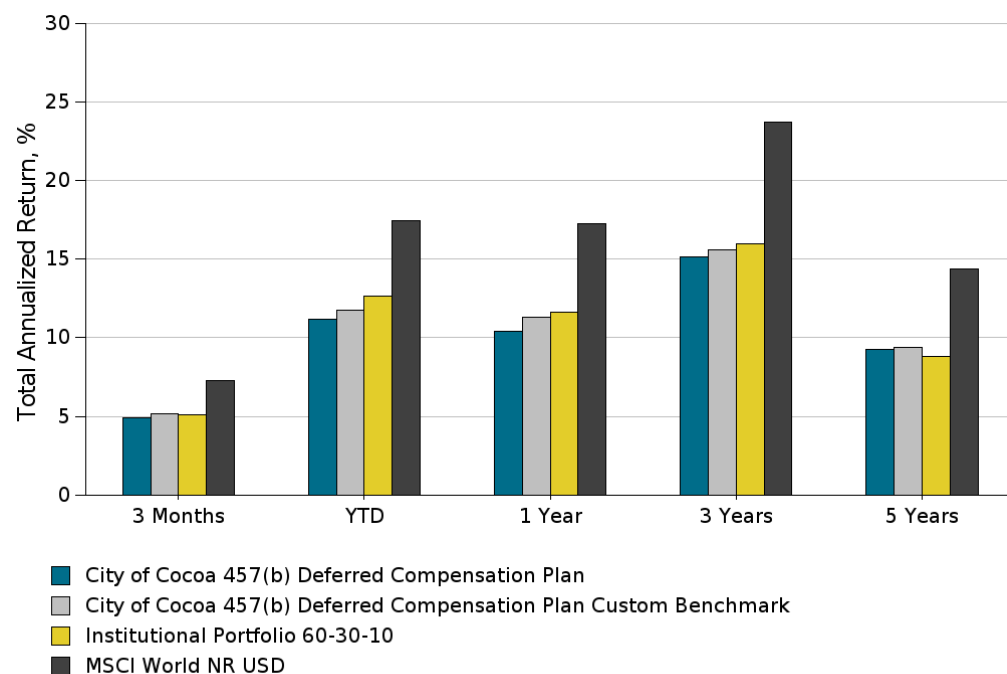
- US equities gained strongly as many companies' earnings beat analyst expectations and large tech stocks benefited from AI spending. Gains spread beyond just the largest firms. Momentum into Q4 appears to be supported by healthy profit growth.
- Foreign stock markets also moved higher. Despite positive returns, developed markets lagged the US, while emerging markets outperformed, thanks in part to a weaker dollar, producing double-digit gains over the past year.
- Core fixed income finished positive as investor expectations for future rate cuts increased as hiring cooled. Falling yields pushed bond prices up, with high-quality bonds leading the way.
- Real estate stocks gained as the outlook for lower interest rates improved, partly offsetting the burden of current higher borrowing costs. Rate-sensitive areas performed particularly well, though conditions still vary by property type.
- Commodities ended the quarter higher. Strength in gold and some industrial materials outweighed generally lower energy prices.



Portfolio Return vs. Custom Benchmark

As of 09/30/2025

Performance As Of September 30, 2025	3 Month	YTD	1 Year	3 Year	5 Year	Std Dev 5 Yr	Prospectus Exp Ratio
City of Cocoa 457(b) Deferred Compensation Plan	4.92	11.16	10.39	15.17	9.29	10.52	0.40
City of Cocoa 457(b) Deferred Compensation Plan Custom Benchmark	5.17	11.77	11.32	15.57	9.37	10.17	NA
City of Cocoa 457(b) Deferred Compensation Plan Custom Category Averages Benchmark	4.54	10.83	9.89	14.33	8.21	10.80	0.67
Institutional Portfolio 60-30-10	5.08	12.64	11.64	16.01	8.84	10.67	NA
MSCI World NR USD	7.27	17.43	17.25	23.72	14.41	15.48	NA



¹Industry Average Exp Ratio 0.74%. Based on plan assets \$10Mil - \$24.9Mil

Benchmark	Weight
ICE BofA US 3M Trsy Bill TR USD	16.86%
S&P Target Date 2030 TR USD	15.60%
S&P 500 TR USD	11.10%
S&P Target Date 2020 TR USD	8.00%
S&P Target Date 2025 TR USD	6.78%
S&P Target Date 2035 TR USD	6.42%
S&P Target Date 2015 TR USD	5.08%
S&P Target Date 2045 TR USD	4.77%
S&P Target Date 2040 TR USD	4.50%
Russell 1000 Growth TR USD	3.97%
MSCI ACWI Growth NR USD	2.34%
S&P Target Date 2050 TR USD	1.84%
S&P Target Date 2055 TR USD	1.59%
Russell 1000 Value TR USD	1.28%
Blend (60% Russell 3000 _40% Bar US Agg Bd)	1.13%
S&P Target Date 2060+ TR USD	1.02%
MSCI EAFE NR USD	0.97%
Russell 2000 TR USD	0.90%

¹Industry Average Expense Ratio Source: 401(k) Averages Book, 24th Edition, published by HR Investment Consultants

The Institutional Portfolio 60-30-10 consists of 60% MSCI World NR USD, 30% Bloomberg US Agg Bond TR USD and 10% ICE BofA US 3M Trsy Bill TR USD

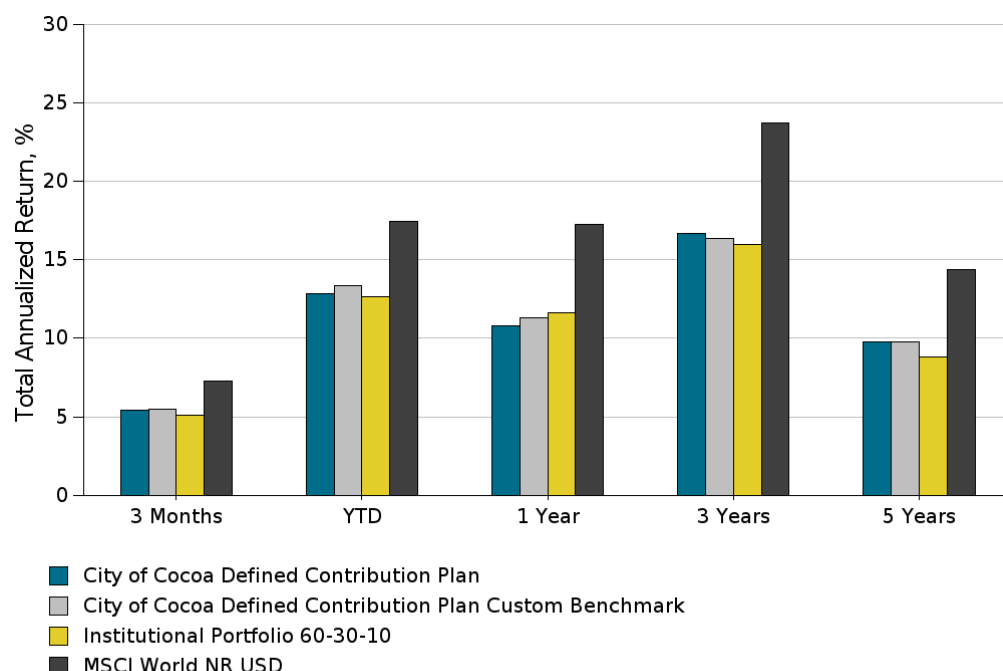
No representations or warranties are being made as to the tax effect, performance, past or future, or financial impact of this summary. This information is provided as an informal report; no warranties as to the accuracy or content are implied or expressed. The information above must be interpreted in the context of, and is qualified by, all the information contained in the prospectuses, where applicable, which have been or will be delivered to the appropriate investing parties prior to any offer being made. Note: Sector Weighting and/or Credit Analysis data reflect most current information available. securities offered through Cetera Advisor Networks, member SIPC. SageView is not affiliated with Cetera Advisor Networks. Fund returns shown are net of fund expenses and sales charges.



Portfolio Return vs. Custom Benchmark

As of 09/30/2025

Performance As Of September 30, 2025	3 Month	YTD	1 Year	3 Year	5 Year	Std Dev 5 Yr	Prospectus Exp Ratio
City of Cocoa Defined Contribution Plan	5.42	12.83	10.80	16.71	9.75	12.24	0.47
City of Cocoa Defined Contribution Plan Custom Benchmark	5.50	13.33	11.28	16.38	9.76	11.65	NA
City of Cocoa Defined Contribution Plan Custom Category Averages Benchmark	5.18	12.83	10.70	15.84	8.99	12.12	0.66
Institutional Portfolio 60-30-10	5.08	12.64	11.64	16.01	8.84	10.67	NA
MSCI World NR USD	7.27	17.43	17.25	23.72	14.41	15.48	NA



¹Industry Average Exp Ratio 1.01%. Based on plan assets \$1.25Mil - \$2.4Mil

Benchmark	Weight
S&P Target Date 2040 TR USD	23.81%
S&P Target Date 2035 TR USD	20.84%
S&P Target Date 2025 TR USD	12.34%
S&P Target Date 2045 TR USD	11.70%
S&P Target Date 2030 TR USD	11.50%
S&P Target Date 2020 TR USD	10.80%
Russell Mid Cap Value TR USD	2.19%
S&P 500 TR USD	1.37%
Russell 2000 Value TR USD	0.46%
Russell 1000 Growth TR USD	0.31%
Bloomberg US HY 2% Issuer Cap TR USD	0.29%
FTSE Nareit Equity REITs TR USD	0.25%

¹Industry Average Expense Ratio Source: 401(k) Averages Book, 24th Edition, published by HR Investment Consultants

The Institutional Portfolio 60-30-10 consists of 60% MSCI World NR USD, 30% Bloomberg US Agg Bond TR USD and 10% ICE BofA US 3M Trsy Bill TR USD

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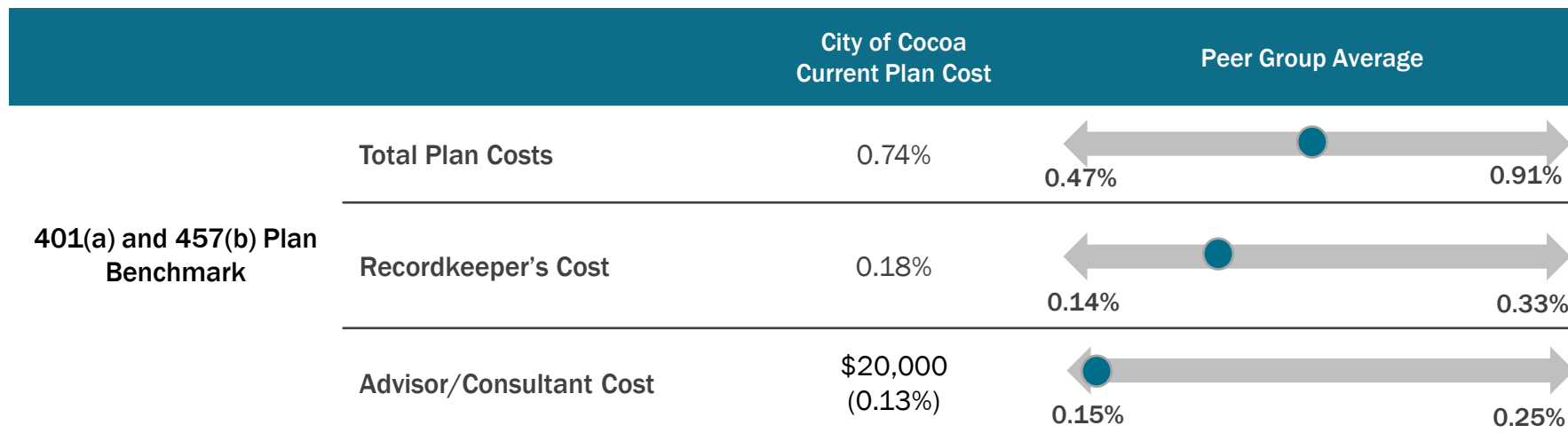
Fund Score Summary

Fund Name	Ticker	Total Return Composite Ranking	Rolling 12 Mo Perf. (5 Yrs.)	RSquared (3 Yrs)	Modified Sharpe Ratio (36 Mos.)	Alpha (60 Mos.)	Up Capture Ratio (10 Yrs.)	Down Capture Ratio (10 Yrs.)	Batting Average (10 Yrs.)	Expense Ratio	SageView Normalized Ranking
JPMorgan Core Bond R6	JCBUX	14%	17%	46%	23%	13%	32%	10%	5%	14%	7%
PIMCO High Yield Instl	PHIYX	59%	55%	23%	65%	74%	54%	40%	47%	29%	55%
JPMorgan Large Cap Value R6	JLVMX	21%	41%	13%	64%	17%	5%	84%	23%	13%	18%
T. Rowe Price All-Cap Opportunities-I	PNAIX	40%	49%	78%	18%	5%	68%	6%	5%	32%	17%
MFS Mid Cap Value R6	MVCKX	48%	40%	10%	36%	44%	50%	44%	25%	16%	19%
JPMorgan Mid Cap Growth R6	JMGMX	31%	45%	10%	31%	34%	25%	43%	2%	14%	9%
American Century Small Cap Value R6	ASVDX	67%	59%	50%	87%	77%	23%	62%	18%	13%	64%
Loomis Sayles Small Cap Growth N	LSSNX	53%	46%	37%	57%	48%	66%	37%	60%	21%	46%
T. Rowe Price Global Stock I	TRGLX	43%	57%	3%	38%	55%	18%	49%	3%	13%	18%
ClearBridge International Growth IS	LMGPX	30%	41%	65%	26%	40%	24%	40%	13%	29%	26%
Cohen & Steers Instl Realty Shares	CSRIX	22%	31%	78%	26%	24%	22%	24%	4%	20%	12%
Fidelity Puritan	FPURX	13%	29%	49%	16%	20%	3%	77%	3%	15%	13%
MissionSquare Retirement Inc Advantage Fund	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
T. Rowe Price Retirement 2010 I	TRPUX	22%	19%	82%	23%	32%	15%	96%	20%	51%	38%
T. Rowe Price Retirement 2015 I	TRUBX	19%	24%	80%	19%	25%	14%	91%	15%	41%	32%
T. Rowe Price Retirement 2020 I	TRDBX	18%	20%	75%	20%	22%	12%	73%	10%	49%	20%
T. Rowe Price Retirement 2025 I	TREHX	22%	22%	86%	23%	18%	16%	71%	16%	49%	27%
T. Rowe Price Retirement 2030 I	TRFHX	18%	22%	82%	23%	18%	14%	70%	25%	47%	25%
T. Rowe Price Retirement 2035 I	TRFJX	26%	26%	86%	29%	30%	24%	62%	23%	51%	30%
T. Rowe Price Retirement 2040 I	TRHDX	39%	33%	80%	42%	47%	29%	46%	22%	49%	43%
T. Rowe Price Retirement 2045 I	TRIKX	48%	35%	82%	45%	48%	39%	36%	6%	52%	45%
T. Rowe Price Retirement 2050 I	TRJLX	53%	39%	78%	48%	51%	62%	30%	10%	50%	50%
T. Rowe Price Retirement 2055 I	TRJMX	58%	44%	79%	55%	57%	63%	25%	23%	54%	55%

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Annual Plan Costs Benchmarking Study



Benchmark based on a plan with assets of approximately \$16 Million.

2026 Retirement Plan Contribution Limits

The table below outlines key Internal Revenue Service (IRS) annual cost of living adjustments affecting dollar limitations for qualified retirement plans and other retirement-related items for tax year 2026. These limits are effective January 1, 2026.

Please check with your SageView consultant if you have questions about limits that are not listed below.

AREAS OF IMPACT	2026	2025	2024
Employee Elective Deferral Limits – 401(k), 403(b) & 457	\$24,500	\$23,500	\$23,000
Catch-Up Contributions Limit*	\$8,000	\$7,500	\$7,500
Defined Contribution Maximum	\$72,000	\$70,000	\$69,000
Annual Compensation Maximum	\$360,000	\$350,000	\$345,000
Highly Compensated Employee	\$160,000	\$160,000	\$155,000
Social Security Taxable Wage Base	\$184,500	\$176,100	\$168,600
Key Employee	\$235,000	\$230,000	\$220,000
Defined Benefit Maximum	\$290,000	\$280,000	\$275,000

AREA OF IMPACT	2025 Wage Limit, Applied in 2026
Roth Catch-Up FICA Wage Threshold	\$150,000

*Catch-Up Contributions can be made any time during or after the year in which the retirement plan participant turns 50. IRS notice 2025-67 stated that participants who will reach ages 60, 61, 62, or 63 by the end of the calendar year may use an alternate increased catch-up contribution amount of \$11,250, which remains unchanged in 2026. This provision is optional.

The FICA wage threshold requiring Catch-Up Contributions to be made in Roth form starting in 2026 was indexed from the statutory threshold, \$145,000, to \$150,000 for 2025. This means that participants whose FICA wages exceed \$150,000 from the employer in plan year 2025 will be required to make 2026 Catch-Up contributions in Roth form.

Health Savings Account (HSA) Annual Contribution Limit

HSA ACCOUNT	2026	2025	2024
Individual	\$4,400	\$4,300	\$4,150
Family	\$8,750	\$8,550	\$8,300
Catch-Up Contribution (age 55 and older)**	\$1,000	\$1,000	\$1,000

**Catch-up contributions can be made any time during or after the year in which the HSA participant turns 55.

Unlike other limits, the HSA catch-up contribution amount is not indexed; any increase would require statutory change.

2026

PersonalSAGE Financial Wellness Workshops

Join us for live financial wellness workshops hosted by our financial experts. Each themed workshop is offered three times throughout the quarter. All webinars are recorded, and a replay link is made available following the third session every quarter. Click below to register for the day that works for you.

Q1 Healthy Habits

11am PT / 2pm ET

Financial Check-In

Review your goals, assess your progress, and plan for a successful year ahead

Navigating New Roth Catch-Up Contributions

What to know for 2026 and beyond

[CLICK TO REGISTER NOW](#)

JAN
21

FEB
18

MAR
18

Q2 Investment Insights

11am PT / 2pm ET

Recipes for a Healthy Portfolio

Discover simple steps to build an investment portfolio that fits your goals and grows with you up to and through retirement

Investing in Today's Economy

Current market trends and the impact on your long-term portfolio

[CLICK TO REGISTER NOW](#)

APR
22

MAY
20

JUNE
17

Q3 Retirement Readiness

11am PT / 2pm ET

Yes, You Can Retire

Explore the essentials of retirement planning to help you start thinking ahead and prepare for the retirement you envision

Making Sense of Social Security

Get clear, easy-to-understand guidance on how Social Security fits into your retirement planning, and what to consider before you claim

[CLICK TO REGISTER NOW](#)

JULY
22

AUG
19

SEPT
16

Q4 Financial Fitness

11am PT / 2pm ET

The Power of a Financial Plan

Bring clarity, direction, and peace of mind to your money decisions

Spending Smart this Season

Plan, shop, and give during the holidays without the credit card hangover

[CLICK TO REGISTER NOW](#)

OCT
21

NOV
18

DEC
09

CITY COUNCIL AGENDA ITEM

Memo Date: January 8, 2026
Agenda Date: January 13, 2026
File ID: 2026-27
Prepared By: Monica Arsenault, City Clerk
Through: James Goins, Councilmember
Requested Action: No action needed.

BACKGROUND:

N/A

PRIORITY AREA CONNECTION:

Community Outreach and Engagement

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

No action needed.

CITY COUNCIL AGENDA ITEM

Memo Date: November 18, 2025
Agenda Date: January 13, 2026
File ID: 2025-1078
Prepared By: Katherine Ennis, Deputy Utilities Director
Through: John Walsh, Utilities Director
Requested Action: Approve Task Order 2026-61 under RFQ-10-03-COC with Jacobs Engineering Inc. in the amount of \$210,137 for design and bidding services for the Dyal Taylor Creek Pump Station Improvements Project (WS24TC), and authorize the City Manager to execute the Purchase Order and necessary documents on behalf of the City.

BACKGROUND:

The City of Cocoa's Claude H. Dyal Water Treatment Plant consists of two facilities: the Groundwater Treatment Plant (GWTP), with a capacity of 48 million gallons per day (MGD), and the Surface Water Treatment Plant (SWTP), with a capacity of 12 MGD. The SWTP, constructed around 2000, was designed to treat surface water from Taylor Creek Reservoir (TCR).

The reliability of the SWTP is critical to meeting the City's Consumptive Use Permit (CUP) conditions and maintaining current and future water supply demands. Due to the age of the SWTP, much of the existing equipment has reached or is nearing the end of its useful life. Improvements to the Taylor Creek Pumping Station are necessary to maintain reliable treatment operations, ensure redundancy within the overall system, and continue to provide high-quality water service to the City's customers.

Task Order 2026-61, in the amount of \$210,137, includes design and bidding services for the Dyal Taylor Creek Pump Station Improvements Project (WS23PT). The scope of work includes replacement of the entire air vacuum system, the compressed air system, including upsizing the air compressors, the compressed air pneumatic tank, both 30-inch in-line valves located in the pump intake pipes, the existing air conditioning unit and associated freon tubing system, the existing building interior lighting with high efficiency LED lighting, the existing motor starters with VFD units that have been previously purchased by the City, the ancillary pump equipment, such as small diameter vacuum and pressure sensing tubing, air release valves, gauges, instruments, pipe supports, inspection, cleaning and/or replacement of the existing intake structure, and demolition and removal of the existing activated carbon silo and slurry feed equipment that is no longer in use.

Task Order 2026-61 will be completed under RFQ-20-03-COC, in accordance with the contract terms of the Agreement for Continuing Engineering Services for Water System awarded to Jacobs Engineering Inc. on February 5, 2020, and as amended under the Second Amendment approved on July 23, 2024.

PRIORITY AREA CONNECTION:

Investment in Public Infrastructure

BUDGETARY IMPACT:

Budgeted? Yes

Source/Use of Funds

Account Number: 424-4055-536.63-00 (WS24TC)

Amount: \$210,137

PREVIOUS ACTION:

RECOMMENDED MOTION:

Approve Task Order 2026-61 under RFQ-10-03-COC with Jacobs Engineering Inc. in the amount of \$210,137 for design and bidding services for the Dyal Taylor Creek Pump Station Improvements Project (WS24TC), and authorize the City Manager to execute the Purchase Order and necessary documents on behalf of the City.

City of Cocoa
Task Order 2026-61
Taylor Creek Reservoir Pumping Facility Improvements –
Design and Bidding Services
October 28, 2025

Objective and Background

Under this Task Order, Jacobs Engineering Group Inc. (Jacobs) will provide engineering services related to the design, permitting, and bidding of improvements to the Taylor Creek Reservoir (TCR) Pumping Facility. The TCR facility is 25 years old and portions of the facility are showing their age. In addition, there are a number of operational issues that need to be addressed by way of facility improvements. Based on a preliminary assessment and analysis completed earlier this year, the following improvements will be implemented with this design and construction project:

1. Replacement of ancillary pump equipment such as small diameter vacuum and pressure sensing tubing, air release valves, gauges, instruments, pipe supports, etc.
2. Replacement of the entire air vacuum system
3. Replacement of the compressed air system including upsizing the air compressors and replacement of the compressed air pneumatic tank
4. Replacement of both 30-inch in-line valves located in the pump intake pipes
5. Inspect and clean, or replace, the existing intake screens
6. Replacement of the existing air conditioning unit and associated freon tubing system
7. Replacement of existing building interior lighting with high efficiency LED lighting
8. Replace the existing motor starters with VFD units that have been previously purchased by the City.
9. Demolition and removal of existing PAC silo and activated carbon slurry feed equipment

Services proposed by Jacobs in this Task Order will be performed in accordance with the contract terms of the Agreement for Continuing Engineering Services for Water System awarded by the City of Cocoa on February 5, 2020 and Second Amendment on July 23, 2024.

Scope of Work

Jacobs will provide project management and administrative services in support of the project within each project task outlined below. Project management and administrative tasks include preparing invoices and project status reports, preparing project schedules, tracking and managing project budget, coordinating and overseeing deliverables, and coordinating project meetings. Jacobs will prepare and distribute meeting agendas prior to each meeting, and meeting summaries after each meeting.

Task 1 – Design Services

Jacobs will provide engineering services to design the proposed improvements to the existing Dyal WTP Taylor Creek Reservoir Pumping Facility. The project design will include deliverables at the 50%, 90%, and the final 100% design phases. The detailed design services include the following tasks:

Task 1.1 – Intermediate Design (50%)

Under this task, Jacobs will provide professional engineering services to develop the intermediate (50%) design documents including drawings and technical specifications.

The purpose of this task is to utilize the decisions made in the previous phase to complete and finalize the preliminary calculations, and to develop the project design to achieve a true “design freeze” at the conclusion of this phase. Structures, major plant piping, process, site plan are all finalized during this phase to allow final detailing of the same in the next phase of design.

Jacobs will submit intermediate design documents, including drawings and technical specifications, to the City for review. Jacobs will conduct a 50% design review meeting with the City to review the design and discuss the City’s comments. After the 60% design review meeting, Jacobs will continue with development of the final design documents under Task 1.2. Jacobs will submit a comment log documenting the City’s comments on the 50% design and Jacobs’ responses.

Task 1.2 – Final Design (90% and 100% Design Completions)

Under this task, Jacobs will provide professional engineering services to develop the final (90%) design documents and bid documents (100% design). The final design documents will be developed based on feedback from the City in previous design phases and will include technical specifications and drawings.

Jacobs will submit final (90%) design documents, including drawings and technical specifications, to the City for review. Jacobs will conduct a 90% design review meeting with the City to review the design and discuss comments. Jacobs will submit a comment log documenting the City’s comments on the 90% design and Jacobs’ responses.

Following the 90% review meeting with the City, Jacobs will update the 90% design documents as necessary based on the City's comments and prepare 100% design documents for bidding, or bid documents. The bid documents will include updated drawings and technical specifications to be used for advertising the project bidding to prospective bidders.

Task 1 Deliverables

- Task 1.1
 - Meeting agenda and summary for the kickoff meeting.
 - Intermediate Design Plans (50% design completion level)
 - Meeting agenda and summary for the 50% design review meeting.
 - Comment log addressing comments received on 50% design documents.
- Task 1.2
 - 90% design documents – drawings and technical specifications.
 - Meeting agenda and summary for the 90% design review meeting.
 - Comment log addressing comments received on 90% design documents.
 - 100% design documents for bidding – drawings and technical specifications.
 - Project construction cost estimate.

Task 2 – Bidding Services

Jacobs will provide services to assist the City in selection of a single contractor for the construction of the project. Jacobs will assist the City in conducting one pre-bid conference. Jacobs will assist the City in developing the agenda and content of the pre-bid conference. Jacobs will attend the pre-bid conference meeting. The City will prepare and administer the Invitation to Bidders.

Jacobs will coordinate with the City for issuing responses to requests for additional information. Jacobs will provide technical interpretation of the contract bid documents and will prepare proposed responses to bidders' questions and requests. The City will issue addenda to prospective bidders.

The City will make the final decision on the award of the contract for construction and the acceptance or rejection of bids. Jacobs' services do not include bid protest situations. The City will prepare the notice of award; assembly, delivery and execution of the contract for construction and the notice to proceed.

Jacobs will modify the technical specifications and drawings as required to address bidder's questions and requests and then issue Conformed Documents to the City.

Task 2 Deliverables

- Responses to questions from proposers during the bidding process.
- Conformed Documents – Electronic submission (.pdf format) of the construction drawings, specifications, and design details

Assumptions

The following key assumptions apply:

1. The City will assign a project manager who will be Jacobs's main point of contact and will respond within ten business days of the date of each submittal. The City's project manager will also provide continuous coordination between the different City's departments (Operations, Management, Engineering, etc.).
2. The design will be based on the federal, state, and local codes and standards in effect on the effective date of the authorization to proceed.
3. Existing communications systems required for process control is adequate for additional communication signals added under this project.
4. Invitation to Bid documents, or the Division 0 specifications, will be developed by the City. The final drawings, technical specifications and Division 1 specifications will be developed by Jacobs.
5. The cost estimate will be prepared in accordance with the American Association for Advancement of Cost Estimating (AAACE) Class 2 cost estimate. All estimates of probable construction cost used for planning the project will be developed using the appropriate estimate class for completion of the design and consistent with Industry Standards, Association for the Advancement of Cost Engineering adjusted for local site conditions. The final construction cost can only be determined after competitive bidding of the project by City. In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the project, Engineer has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by operating personnel or third parties; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, Engineer makes no warranty that City's actual project costs, financial aspects, economic feasibility, or schedules will not vary from Engineer's opinions, analyses, projections, or estimates.
6. Design documents will be prepared for a single construction contract.
7. No boundary or topographic survey will be performed.
8. Jacobs master technical specifications (Division 1 - 49) will be used as the basis for all specifications. The City will provide procurement and contracting requirements in Microsoft Word format for Jacobs to edit for project specific requirements.
9. The drawings will follow Jacobs CAE/CAD standards. Microstation or AutoCAD software will be used to develop the drawings.
10. All deliverables will be provided in electronic format as .pdf files.
11. Services during construction shall be provided under a separate task order.
12. The project schedule includes timeframes for Jacobs' design deliverables but does not include a schedule for permitting approval and permitting services. The timeframe for permitting services and permitting approval may exceed the project schedule defined in Table 1.
13. Jacobs will reasonably rely upon the accuracy and completeness of the information and data provided by the City or other third parties without independent verification.

14. The City will inform Jacobs's staff of any safety rules, personal protective equipment, safety precautions, restricted areas, hazardous chemicals, and emergency procedures (e.g., alarms, assembly areas, etc.) prior to site visits.
15. No wetlands will be impacted.
16. No ACOE permitting is required.
17. No FDEP permitting is required due to this project is intended to replace existing equipment with like equipment.
18. Orange County Building Department permitting assistance services will be provided in the subsequent Services during Construction task order.

Schedule

Services provided under this Task Order are estimated to be completed within 35 weeks following Notice to Proceed as shown in Table 1, which includes a two-week allowance for City reviews of each submittal.

Table 1: Project Schedule

Task/Activity	Schedule
Project Kick-off Meeting	Within 3 weeks following Notice to Proceed
Preliminary Design (50% Design Submittal); 1 meeting	12 weeks following receipt of Notice to Proceed
Construction Document Submittal (90% Design Submittal); 1 meeting	12 weeks following Design Development meeting
Final Bid Documents Submittal (100% Design Submittal); no meeting	4 weeks following Contract Document comment adjudication

It is assumed that a two-week allowance will be provided to City for review of submittals

Compensation

Compensation for the services authorized under this task order will be provided using the time and materials basis method with budgets between the tasks and expenses being interchangeable as needed. Costs are summarized below by task.

Task	Hours	Fee
Task 1.1 – Intermediate Design	694	\$127,016
Task 1.2 – Final Design	372	\$68,782
Task 2 – Bidding Services	66	\$13,339
Expenses & Subcontracts		
Other Expenses (travel, reprographics, etc.)	---	\$1,000
Totals:	1,132	\$210,137

Levels of effort for tasks are estimates based on the best information available at the time of task order development. As projects scopes are better defined, actual levels of effort required and associated fees might differ and require coordination between Jacobs and the City.

Acceptance:

This Task Order shall become part of the Agreement upon execution by both parties.

Approved for City of Cocoa

Accepted for Jacobs Engineering Group Inc.

By: _____

By:  _____

Francois Didier Menard

Title: _____

Title: Vice President

Date: _____

Date: 11/18/2025

City of Cocoa
Dyal WTP Taylor Creek Reservoir Facility
Improvements - Design and Bidding Services

Attachment A - Fee Estimate

	Project Manager	Design Manager	Process Mechanical Engineer	Process Mechanical Technician	Structural Engineer	Electrical Engineer	Electrical Technician	Building Mechanical	HVAC Technician	I&C Engineer	I&C Technician	Lead Technician	Cost Estimating	Specs Processor	QC Reviewers	Office		Labor Hours	Labor Fee	Expenses
	Engineer 8	Engineer 7	Engineer 4	Technician 5	Engineer 2	Engineer 7	Technician 3	Engineer 7	Technician 2	Engineer 5	Technician 3	Engineer 2	Engineer 4	Technician 4	Engineer 6	Office				
	\$235.00	\$235.00	\$169.00	\$169.00	\$120.00	\$235.00	\$120.00	\$235.00	\$110.00	\$199.00	\$120.00	\$120.00	\$169.00	\$142.00	\$218.00	\$85.00				
Task 1.1 - Intermediate Design	62	67	114	87	30	53	43	41	12	60	30	34	0	31	30	0				
																	Task Totals:	694	\$127,016	\$750
																	Task Fee:	\$127,766		
Task 1.2 - Final Design	42	40	60	51	3	17	13	13	0	24	13	11	60	7	11	7				
																	Task Totals:	372	\$68,782	\$0
																	Task Fee:	\$68,782		
Task 2 - Bidding Services	17	9	9	0	0	7	0	7	0	7	5	0	0	0	0	5				
																	Task Totals:	66	\$13,339	\$250
																	Task Fee:	\$13,589		
Summary	121	116	183	138	33	77	56	61	12	91	48	45	60	38	41	12				
																	Total Labor Hours:	1,132		
																	Total Labor Fee:	\$209,137		
																	Total Expenses:	\$1,000		
																	Permit Application Fees Allowance:	\$0		
																	Total Subcontracts:	\$0		
																	Total Fee:	\$210,137		

EXHIBIT "A"**Jacobs Engineering Group Rate Schedule**

Classification	Description	Rate
Engineer 9	Principal	\$235
Engineer 8	Senior Reviewer/Consultant	\$235
Engineer 7	Senior Project Manager	\$235
Engineer 6	Senior Professional Engineer/Scientist/Consultant	\$218
Engineer 5	Mid-Level Professional Engineer/Scientist/Consultant/Project Manager	\$199
Engineer 4	Professional Engineer/Scientist/Consultant/Project Manager	\$169
Engineer 3	Junior Professional Engineer/Scientist/Consultant	\$142
Engineer 2	Project Engineer/Scientist/Consultant	\$120
Engineer 1	Junior Project Engineer/Scientist/Consultant	\$110
Engineer 0	Engineering Intern	\$95
Technician 5	Senior Construction Manager/Senior Designer	\$169
Technician 4	Construction Manager/Senior Technician	\$142
Technician 3	Senior Construction Inspector	\$120
Technician 2	Construction Inspector/Technician	\$110
Technician 1	Junior Construction Inspector/Junior Technician	\$85
Technician Aide	Technical Aide	\$80
Office	Office/Project Administration	\$85

Notes:

1. Billing rates for the City of Cocoa are designated for the length of this Agreement from February 2020 through January 2023.
2. These rates do not include other direct expense cost. Reimbursable other direct expenses shall be billed in accordance with the terms of the contract.
3. Billing rate schedule is for time basis work order and the City will be billed based on actual hours by category designated for an individual employee.
4. Jacobs reserves the right to request rate modifications for any future extensions to this agreement. Rate modifications must be established and agreed upon by both parties.
5. All copies, reproduction, subconsultant work, materials or equipment purchased or other direct costs shall be pass-thru cost without any mark-up.
6. Travel is reimbursable at the IRS rate for employees and specialists outside the Orlando office only.

Task Order Request Form

P-Form 2021.09 Revised
07/14/2023

Continuing Engineering Services for the Water System

2026-61

Name of CSA (Continuing Service Agreement)

TASK ORDER NUMBER

Date: 11/18/25 City Bid Number: RFQ-20-03-COC AMOUNT: \$ 210,137.00

Vendor Name: Jacobs Engineering Group, Inc. Quote/Proposal Number: _____

Dept. Number/Division Name: 424/4055

Project Name: Taylor Creek Pump Station Improvements Project Project Number: WS24TC

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

Jacobs will provide provide engineering services related to the design, permitting, and bidding of improvements to the Taylor Creek Reservoir (TCR) Pumping Facility.

This will go to Council anticipated in January 2026.

Design is Construction Related: ☒ YES ☐ NO ☐ N/A Good Faith Estimate of Construction Value: \$ 1,980,000.00
Documentation for Good Faith Estimate Attached and Valid: ☒ YES ☐ NO ☐ N/A
Reference if applicable: Florida Statutes 287.055, Consultants Competitive Negotiation Act (CCNA)

Katherine Ennis Digitally signed by Katherine Ennis
Date: 2025.11.19 07:59:59 -05'00'

Requestor

John "Jack" Walsh Digitally signed by John "Jack" Walsh
Date: 2025.11.19 07:33:28 -05'00'

Department Director

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

Task Order : ☒ Approved ☐ Disapproved Refer to this Task # on all documentation: 2026-61
Council Approval Required: ☒ YES ☐ NO

Reason
Disapproved:

Brian Dale Digitally signed by Brian Dale
Date: 2025.12.18 16:56:31 -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@cocoafll.org. (Subject Line to read: TO-VENDOR NAME Task # (if previously requested) PRICE-DEPT-DIV.)
- 3) Purchasing assigns Task Order Number and emails link that contains Task Order and all supporting documentation to the Purchasing Manager.
- 4) Purchasing Manager reviews and approves, uploads approved Task Order Form.
- 5) Task Order and all supporting documentation is forwarded to the City Manager for review and approval for Purchases not exceeding \$75K. Approved Task Order by City Manager will be returned back to purchasing@cocoafll.org. If over \$75K, Task Order and all documentation is forwarded back to Requestor who must then initiate an agenda item for City Council Approval. Once approved by City Council the City Clerk will have the Mayor sign both the Task Order Form and the Proposal if applicable and forward copies to purchasing@cocoafll.org.
- 6) Purchasing logs, the Task Order in the database and forwards fully executed Task Order and all supporting documentation back to Requestor.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/28/2025

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 LIC #0437153 Marsh Risk & Insurance Services CIRTS_Support@jacobs.com 633 W. Fifth Street Los Angeles, CA 90071 USA	1-212-948-1306	CONTACT NAME: PHONE (A/C. No. Ext): E-MAIL ADDRESS: FAX (A/C. No): 1-212-948-1306
INSURED Jacobs Engineering Group Inc. C/O Global Risk Management 555 South Flower Street, Suite 3200 Los Angeles, CA 90071 USA		INSURER(S) AFFORDING COVERAGE INSURER A: ACE AMER INS CO INSURER B: INDEMNITY INS CO OF NORTH AMER INSURER C: INSURER D: INSURER E: INSURER F:
		NAIC # 22667 43575

COVERAGES

CERTIFICATE NUMBER: 752003073

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ CONTRACTUAL LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:		HDO G48977145	07/01/25	07/01/26	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY		ISA H11371504	07/01/25	07/01/26	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N/A	WLR C72792919 (AOS) SCF C72792920 (WI) WCU C72792932 (OH)*	07/01/25 07/01/25 07/01/25	07/01/26 07/01/26 07/01/26	☒ 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
A	PROFESSIONAL LIABILITY		EON G21655065 016	07/01/25	07/01/26	PER CLAIM/PER AGG 3,000,000

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

PROJECT MGR: Pamela Holcomb. CONTRACT MGR: Jeff Voorhees. RE: Program management, engineering, design and permitting services. CONTRACT END DATE: 2/5/2023. SECTOR: Public. City of Cocoa FL is added as an additional insured for general liability & auto liability as respects the negligence of the insured in the performance of insured's services to cert holder under contract for captioned work. *THE TERMS, CONDITIONS, AND LIMITS PROVIDED UNDER THIS CERTIFICATE OF INSURANCE WILL NOT EXCEED OR BROADEN IN ANY WAY THE TERMS, CONDITIONS, AND LIMITS AGREED TO UNDER THE APPLICABLE CONTRACT.*

CERTIFICATE HOLDER**CANCELLATION**

City of Cocoa FL 351 Schearer Blvd. Cocoa, FL 32922 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

© 1988-2015 ACORD CORPORATION. All rights reserved.

SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE
05/28/2025

NAME OF INSURED: Jacobs Engineering Group Inc.

Additional Description of Operations/Remarks from Page 1:

Additional Information:

***\$2,000,000 SIR FOR STATE OF: OHIO**

NOTICE TO OTHERS ENDORSEMENT – SCHEDULE – EMAIL ONLY

Named Insured Jacobs Solutions Inc.			Endorsement Number 8
Policy Symbol HDO	Policy Number G48977145	Policy Period 07/01/2025 TO 07/01/2026	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

- A.** If we cancel the Policy prior to its expiration date by notice to you or the first Named Insured for any reason other than nonpayment of premium, we will endeavor, as set out below, to send written notice of cancellation, via such electronic notification as we determine, to the persons or organizations listed in the schedule that you or your representative provide or have provided to us (the "Schedule"). You or your representative must provide us with the e-mail address of such persons or organizations, and we will utilize such e-mail address that you or your representative provided to us on such Schedule.
- B.** The Schedule must be initially provided to us within 15 days after:
 - i. The beginning of the Policy period, if this endorsement is effective as of such date; or
 - ii. This endorsement has been added to the Policy, if this endorsement is effective after the Policy period commences.
- C.** The Schedule must be in an electronic format that is acceptable to us; and must be accurate.
- D.** Our delivery of the notification as described in Paragraph **A.** of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured.
- E.** We will endeavor to send such notice to the e-mail address corresponding to each person or organization indicated in the Schedule at least 30 days prior to the cancellation date applicable to the Policy.
- F.** The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). Our failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule shall impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.
- G.** We are not responsible for verifying any information provided to us in any Schedule, nor are we responsible for any incorrect information that you or your representative provide to us. If you or your representative does not provide us with a Schedule, we have no responsibility for taking any action under this endorsement. In addition, if neither you nor your representative provides us with e-mail address information with respect to a particular person or organization, then we shall have no responsibility for taking action with regard to such person or entity under this endorsement.
- H.** We may arrange with your representative to send such notice in the event of any such cancellation.
- I.** You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.
- J.** This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of the Policy remain unchanged.

A handwritten signature in black ink, consisting of stylized, overlapping loops and lines.

Authorized Representative

NOTICE TO OTHERS ENDORSEMENT – SCHEDULE – EMAIL ONLY

Named Insured Jacobs Solutions Inc.			Endorsement Number 2
Policy Symbol ISA	Policy Number H11371504	Policy Period 07/01/2025 TO 07/01/2026	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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- B.** The Schedule must be initially provided to us within 15 days after:
 - i. The beginning of the Policy period, if this endorsement is effective as of such date; or
 - ii. This endorsement has been added to the Policy, if this endorsement is effective after the Policy period commences.
- C.** The Schedule must be in an electronic format that is acceptable to us; and must be accurate.
- D.** Our delivery of the notification as described in Paragraph **A.** of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured.
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All other terms and conditions of the Policy remain unchanged.

A handwritten signature in black ink, consisting of stylized, overlapping loops and lines.

Authorized Representative

Workers' Compensation and Employers' Liability Policy

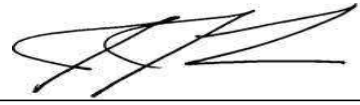
Named Insured JACOBS SOLUTIONS INC. 555 S. FLOWER STREET SUITE 3200 LOS ANGELES CA 90017	Endorsement Number
	Policy Number Symbol: WLR Number: C72792919
Policy Period 07-01-2025 TO 07-01-2026	Effective Date of Endorsement 07-01-2025
Issued By (Name of Insurance Company) ACE AMERICAN INSURANCE COMPANY	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy. This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.	

NOTICE TO OTHERS ENDORSEMENT – SCHEDULE – EMAIL ONLY

- A.** If we cancel this Policy prior to its expiration date by notice to you or the first Named insured for any reason other than nonpayment of premium, we will endeavor, as set out below, to send written notice of cancellation, via such electronic notification as we determine, to the persons or organizations listed in the schedule that you or your representative provide or have provided to us (the "Schedule"). You or your representative must provide us with the e-mail address of such persons or organizations, and we will utilize such e-mail address that you or your representative provided to us on such Schedule.
- B.** The Schedule must be initially provided to us within 15 days after:
- The beginning of the Policy period, if this endorsement is effective as of such date; or
 - This endorsement has been added to the Policy, if this endorsement is effective after the Policy period commences.
- C.** The Schedule must be in an electronic format that is acceptable to us; and must be accurate.
- D.** Our delivery of the notification as described in Paragraph **A.** of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured.
- E.** We will endeavor to send such notice to the e-mail address corresponding to each person or organization indicated in the Schedule at least 30 days prior to the cancellation date applicable to the Policy.
- F.** The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). Our failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule shall impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.
- G.** We are not responsible for verifying any information provided to us in any Schedule, nor are we responsible for any incorrect information that you or your representative provide to us. If you or your representative does not provide us with a Schedule, we have no responsibility for taking any action under this endorsement. In addition, if neither you nor your representative provides us with e-mail address information with respect to a particular person or organization, then we shall have no responsibility for taking action with regard to such person or entity under this endorsement.
- H.** We may arrange with your representative to send such notice in the event of any such cancellation.
- I.** You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.
- J.** This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of this Policy remain unchanged.

This Endorsement is not applicable in the states of AZ, FL, ID, ME, NC, NJ, NM, TX and WI.

A stylized, handwritten signature in black ink, consisting of several loops and a long horizontal stroke at the end.

Authorized Representative

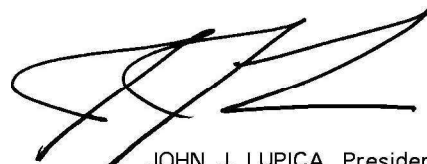
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured Jacobs Solutions Inc.			Endorsement Number
Policy Symbol EON	Policy Number G21655065 016	Policy Period 07/01/2025 to 07/01/2026	Effective Date of Endorsement 07/01/2025
Issued By (Name of Insurance Company) ACE American Insurance Company			

NOTICE TO OTHERS ENDORSEMENT – SCHEDULE

- A. If **We** cancel or non-renew the **Policy** prior to its expiration date by notice to **You** for any reason other than nonpayment of premium, **We** will endeavor, as set out below, to send written notice of cancellation or non-renewal via such electronic or other form of notification as **We** determine, to the persons or organizations listed in the schedule that **You** or **Your** representative provide or have provided to **Us** (the **Schedule**). **You** or **Your** representative must provide **Us** with both the physical and e-mail address of such persons or organizations, and **We** will utilize such e-mail address and/or physical address that **You** or **Your** representative provided to **Us** on such **Schedule**.
- B. The **Schedule** must be initially provided to **Us** within 30 days after:
- The beginning of the **Policy Period**, if this endorsement is effective as of such date; or
 - This endorsement has been added to the **Policy**, if this endorsement is effective after the **Policy Period** commences.
- C. The **Schedule** must be in a format that is acceptable to **Us** and must be accurate.
- D. **Our** delivery of the notification as described in Paragraph A of this endorsement will be based on the most recent **Schedule** in **Our** records as of the date the notice of cancellation or non-renewal is mailed or delivered to **You**.
- E. **We** will endeavor to send or deliver such notice to the e-mail address or physical address corresponding to each person or organization indicated in the **Schedule** at least 30 days prior to the cancellation or non-renewal date applicable to the **Policy**.
- F. The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the **Schedule** in the event of a pending cancellation or non-renewal of coverage. **We** have no legal obligation of any kind to any such person(s) or organization(s). **Our** failure to provide advance notification of cancellation or non-renewal to the person(s) or organization(s) shown in the **Schedule** shall impose no obligation or liability of any kind upon **Us**, **Our** agents or representatives, will not extend any **Policy** cancellation or non-renewal date and will not negate any cancellation or non-renewal of the **Policy**.
- G. **We** are not responsible for verifying any information provided to **Us** in any **Schedule**, nor are **We** responsible for any incorrect information that **You** or **Your** representative provide to **Us**. If **You** or **Your** representative does not provide **Us** with a **Schedule**, **We** have no responsibility for taking any action under this endorsement. In addition, if neither **You** nor **Your** representative provides **Us** with e-mail address and/or physical address information with respect to a particular person or organization, then **We** shall have no responsibility for taking action with regard to such person or entity under this endorsement.
- H. With respect to this endorsement **Our**, **Us** or **We** means the stock insurance company listed in the Declarations, and **You** or **Your** means the insured person or entity listed in Item 1 of the Declarations page.

All other terms and conditions of this **Policy** remain unchanged.



JOHN J. LUPICA, President
Authorized Representative

**AGREEMENT FOR
CONTINUING ENGINEERING SERVICES FOR WATER SYSTEM**

THIS AGREEMENT is made and entered this 5th day of February 2020, by and between the **CITY OF COCOA, FLORIDA**, a Florida municipal corporation ("City"), located at 65 Stone Street, Cocoa, Florida 32922, and **JACOBS ENGINEERING GROUP INC.**, a Delaware corporation authorized to do business in the State of Florida ("Engineer"), whose principal address is 1999 Bryan Street, Dallas, TX 75201.

WITNESSETH:

WHEREAS, the City has a need to obtain engineering, design and permitting services from time to time for projects related to the City's water system on an as-needed, task - oriented basis; and

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

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

WHEREAS, the Engineer is willing to provide such engineering, design and permitting services to the City under the terms and conditions stated herein; and

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

1.0 TERM AND DEFINITIONS

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

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

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

a. "Agreement" or "Contract" shall be used interchangeably and shall refer to this Agreement, as may be amended from time to time, which shall constitute authorization for the Engineer to provide the engineering, design and permitting services approved by Task Order by the City and is also sometimes referred to herein to include all Task Orders approved hereunder.

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

c. "Engineer" shall mean Jacobs Engineering Group Inc. and its principals, employees and resident project representatives (and assistants).

d. "Public Record" shall have the meaning given in section 119.011(12), Florida Statutes, as may be amended.

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

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

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

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

2.0 DESCRIPTION OF SERVICES

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

consider the Task Proposal as part of a formal or informal competitive bid process before approving or disapproving any Task Proposal.

The City will review the Task Proposal, along with any other task proposals submitted to the City by other contractors, and if the description, cost and other details of the Task Proposal are deemed by the City to be in the City's best interests, the parties will enter into a mutually agreeable written "Task Order." The Scope of Services generally to be provided by the Engineer through a Task Order may include any engineering, design and permitting services for any City water system project and may contain written terms and conditions which are deemed supplemental to this Agreement.

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

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

2.3 The Engineer may be asked to perform any engineering services related to the Water System. The Services may include, but are not limited to, the following:

1. Engineering Design Services to include design submittals, specification development, permitting, and Engineer of Record services;
2. Bidding Support Services;
3. Construction Phase Services including; shop drawing and submittal review, responses to requests for information, and progress meeting attendance/management, periodic site visits, testing, Certification of Construction, Record Drawings, Resident Engineer (if required), Construction Management and Inspection, startup assistance/training, and the use of alternative project delivery methods;
4. Cost Estimating Services;
5. Design, support, and implementation for Supervisory Control and Data Acquisition (SCADA) and other Instrumentation and Controls (I&C) infrastructure per the City's Control Systems Configuration Standards. The Dyal Plant is currently using Wonderware for their SCADA platform;
6. Design and management support of repair and maintenance projects for the Dyal plant, supply, and distribution system;
7. Engineering assessments, including structural, process, hydraulic, pipeline condition, etc.;
8. Permitting assistance including consumptive use permitting, negotiations, and compliance;
9. Environmental impact assessments, including wetlands monitoring, and other environmental assistance;

10. Hydraulic, hydrogeologic, and water quality modeling, calibration and analysis including ground water hydrology, Aquifer Storage and Recovery (ASR) system assistance and well drilling assistance;

11. Planning evaluations and studies including long-term master planning and Capital Improvement Plan (CIP) development, validation, prioritization, scheduling, probable cost determinations and coordination with various planning agencies;

12. Water Quality Monitoring Program management assistance (Technical and regulatory support);

13. Studies related to water treatment and quality;

14. Assistance in regulatory negotiations with the St. Johns River Water Management District, the Florida Department of Environmental Protection, and other regulatory agencies associated with the development and operation of the water system;

15. Asset management and condition assessment assistance including operation and maintenance studies;

16. Information management services including Geographical Information System (GIS), Global Positioning System (GPS), instrumentation, custom programming/software, and other technologies;

17. Security system design, support, and implementation;

18. System optimization assistance including lost water mitigation;

19. Grants assistance and state/federal funding assistance;

20. Engineering evaluation and design of alternative and conventional water supplies, wells, treatment facilities, transmission and distribution system modifications, expansions and other improvements including development of specifications and bench/pilot scale testing when necessary;

21. Reporting assistance to regulatory and other agencies including document preparation, public meetings, and presentations;

22. Program management services, including program management/administration, scheduling, cost control, document control, program website updating, design management, construction project support, and public involvement services in support of the Cocoa Utilities CIP program and repair and maintenance projects for the water system;

23. Services related to the development of the City's project financing and/or budget;

24. Assistance with preparation of information for rate and fee determinations and associated revenue projections;

25. Miscellaneous services including public relations assistance, design review, program management services, financial controls, and easement acquisition services.

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

2.5 No task in which the Engineer is to provide professional services to the City for a project with an estimated construction cost exceeding \$2 Million may be the subject of a Task Order under this Agreement.

3.0 CHANGES IN THE SCOPE OF WORK

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

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

4.0 SCHEDULE

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

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

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

5.0 METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF ENGINEER

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

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

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

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

5.7 Payment Offsets. To the extent that the Engineer owes the City any money under this or any other Agreement with the City, the City shall have the right to withhold payment and otherwise back charge the Engineer for any money owed to the City by the Engineer. Before withholding any payments, the City will provide Engineer with at least five (5) business days' notice to afford Engineer an opportunity to resolve the payment issue to the City's complete satisfaction within said time period.

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

6

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

5.11 Payment Adjustments. It is agreed that payment by the City of any billing will not constitute agreement as to the appropriateness of any item and that at the time of any final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the Engineer, the Engineer agrees to refund such overpayment to the City within ninety (90) days of notice of any such overpayment. Such refund shall not constitute a waiver by the Engineer for any claims relating to the validity of a finding by the City of overpayment.

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

6.0 RIGHT TO INSPECTION

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

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

7.0 PROGRESS MEETING

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

8.0 SAFETY

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

9.0 REASONABLE ACCESS

9.1 During the term of this Agreement, the City shall grant the Engineer reasonable

access to the City's premises, records and files for purposes of fulfilling its obligations under this Agreement.

10.0 INSURANCE

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

a. Professional Liability. Proof of professional liability insurance shall be provided to the City for the amount of \$3,000,000.00 per occurrence and in the aggregate with a deductible not greater than \$50,000.00.

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

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

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

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

10.3 The insurance required by this Agreement shall include the liability and coverage provided herein, or as required by law, whichever requirements afford greater coverage. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty (30) days' prior written notice has been given to the City, and the Engineer by certified mail, return receipt requested. All such insurance shall remain in effect until final payment. In the event that the Engineer shall fail to comply with the foregoing requirement, the City is authorized, but in no event shall be obligated, to purchase such insurance, and the City

may bill the Engineer. The Engineer shall immediately forward funds to the City in full payment for said insurance. It is expressly agreed that neither the provision of the insurance referred to in this Agreement nor the City's acceptance of the terms, conditions or amounts of any insurance policy shall be deemed a warranty or representation as to adequacy of such coverage. All insurance coverage shall be with insurer(s) rated as A+ by Best's Rating Guide (or equivalent rating and rating service as reasonably determined by the City Manager) and licensed by the State of Florida to engage in the business of writing of insurance or provided through the London Market for Professional Liability Insurance. The Engineer shall cause its insurance carriers, prior to the effective date of this agreement to furnish insurance certificates specifying the types and amounts of coverage in effect pursuant hereto, the expiration dates of such policies, and a statement that no insurance under such policies will be canceled without thirty (30) days' prior written notice to the City in compliance with other provisions of this Agreement. If the City has any objection to the coverage afforded by or other provision of the insurance required to be purchased and maintained by the Engineer in accordance with this Article on the basis of its not complying with the Agreement, the City shall notify the Engineer in writing thereof within thirty (30) days of the date of delivery of such certificates to the City. For all Work performed pursuant to this Agreement, the Engineer shall continuously maintain such insurance in the amounts, type and quality as required by the Agreement.

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

11.0 COMPLIANCE WITH LAWS AND REGULATIONS

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

12.0 REPRESENTATIONS

12.1 The Engineer represents that the Services provided hereunder shall conform to all requirements of this Agreement and any Task Order, shall be consistent with recognized and sound engineering practices and procedures; and shall conform to the customary standards of care, skill, and diligence appropriate to the nature of the Services rendered by professional engineers or consultants performing the same or similar services. The Engineer shall perform as expeditiously as is consistent with professional skill and care and the orderly progress of the Services performed hereunder. The Engineer's services shall be consistent with the time periods established under this Agreement or the applicable Task Order. The Engineer shall provide the City with a written schedule for services performed under each Task Order and such schedule shall provide for ample time for the City to review, for the performance of Engineers (if any), and for the approval of submissions by authorities having jurisdiction over the services. The Engineer's designated representative shall have the authority to act on the Engineer's behalf with respect to the Services. In addition, the Engineer's representative shall render decisions in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Services. Except with the City's knowledge and consent, the Engineer shall not engage in any

activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Engineer's professional judgment with respect to the Services. The Engineer shall review laws, codes and regulations applicable to the Engineer's Services. The Engineer's services and design shall comply with all applicable requirements imposed by all public authorities at the time the Services are rendered. The Engineer represents and warrants that it is familiar with, and accepts that it will perform the Services hereunder in a manner that complies with all applicable requirements of law, codes, and regulations. The Engineer shall be responsible for the professional quality, technical accuracy and the coordination of all plans, studies, reports and other services furnished to the City under this Agreement. Unless this Agreement is terminated by the City, or terminated by the Engineer for nonpayment of any proper invoices, or the City exercises its rights to perform the Services pursuant to under Section 2.2 herein, the Engineer shall be responsible for the satisfactory and complete execution of the Services described in this Agreement and any Task Order. The Engineer represents that it will carefully examine the scope of services required by the City in the Task Order, that it will investigate the essential requirements of the services required by the Task Order and that it will have sufficient personnel, equipment and material at its disposal to complete the services set forth in the Task Order in a good professional and workmanlike manner in conformance with the requirements of this Agreement.

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

13.0 GUARANTEE AGAINST INFRINGEMENT

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

14.0 DOCUMENTS

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

information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission of Engineer are subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the City's designated custodian of public records.

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

Engineer is required to and agrees to comply with public records laws. Engineer shall keep and maintain all public records required by the City to perform the services as agreed to herein. Engineer shall provide the City, upon request from the City Clerk, copies of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law. Engineer shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term. Upon completion of the Agreement, Engineer shall transfer to the City, at no cost, all public records in possession of the Engineer, provided the transfer is requested in writing by the City Clerk. Upon such transfer, Engineer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. However, if the City Clerk does not request that the public records be transferred, the Engineer shall continue to keep and maintain the public records upon completion of the Agreement and shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City. Should the City not possess public records relating to this Agreement which are requested to be inspected or copied by the City or any other person, the City shall immediately notify Engineer of the request and the Engineer shall then provide such records to the City or allow the records to be inspected or copied within a reasonable time. If the Engineer does not comply with a public records request, the City may enforce this Section to the extent permitted by law. Engineer acknowledges that if the Engineer does not provide the public records to the City within a reasonable time, the Engineer may be subject to penalties under Section 119.10, Florida Statutes. The Engineer acknowledges that if a civil action is filed against the Engineer to compel production of public records relating to this Agreement, the court may assess and award against Engineer the reasonable costs of enforcement, including reasonable attorney fees. All public records in connection with this Agreement shall, at any and all reasonable times during the normal business hours of the Engineer, be open and freely exhibited to the City for the purpose of examination, audit, or otherwise. Failure by Engineer to grant such public access and comply with public records laws and/or requests shall be grounds for immediate unilateral cancellation of this Agreement by the City upon delivery of a written notice of cancellation. If the Engineer fails to comply with this Section, and the City must enforce this Section, or the City suffers a third party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to Engineer's failure to comply with this Section, the City shall collect from Engineer prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against Engineer. And, if applicable, the City shall also be entitled to reimbursement

of all attorneys' fees and damages which the City had to pay a third party because of the Engineer's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

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

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

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

15.0 ASSIGNMENT

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

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

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

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

16.0 INDEPENDENT CONTRACTOR

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

17.0 DEFAULT BY ENGINEER AND CITY'S REMEDIES

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

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

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

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

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

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

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

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

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

18.0 TERMINATION

18.1 Notwithstanding any other provision of this Agreement, the City may, upon written notice to the Engineer, terminate this Agreement, without penalty, if: (a) the Engineer is in default pursuant to Section 17.0 Default; (b) the Engineer makes a general assignment for the benefit of its creditors; (c) the Engineer fails to comply with any condition or provision of this Agreement; or (d) the Engineer is experiencing a labor dispute which threatens to have a substantial, adverse impact upon performance of this Agreement without prejudice to any other right or remedy the City may have under this Agreement. In addition, either party may terminate for convenience with no penalty at any time upon thirty (30) days advance written notice. In the event of such termination, the City shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for Work properly performed prior to the effective date of termination.

18.2 In addition, either party may terminate for convenience without penalty at any time upon thirty (30) days advance written notice.

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

19.0 FORCE MAJEURE

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

20.0 GOVERNING LAW & VENUE

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

21.0 HEADINGS

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

22.0 SEVERABILITY

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

23.0 WAIVER AND ELECTION OF REMEDIES

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

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

24.0 THIRD PARTY RIGHTS

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

25.0 PROHIBITION AGAINST CONTINGENT FEES

25.1 The Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the City shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

26.0 ENTIRE AGREEMENT

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

27.0 NO JOINT VENTURE

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

28.0 ATTORNEY'S FEES

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

29.0 COUNTERPARTS

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

30.0 DRAFTING

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

31.0 NOTICE

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

For Engineer:

Jacobs Engineering Group Inc.
200 South Orange Avenue
Suite 900
Orlando, FL 32801
Attention: Mr. Didier Menard
Work: (407) 903-5252
Fax: (407) 903-5150

For City:

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

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

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

32.0 SOVEREIGN IMMUNITY

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

33.0 CORPORATE REPRESENTATIONS BY ENGINEER

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

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

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

34.0 INDEMNIFICATION AND LIMITATION OF LIABILITY

Agreement for Continuing Engineering Services for Water System
City of Cocoa / Jacobs Engineering, Inc.

34.1 The Engineer shall indemnify and hold harmless the City, its officers, employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Engineer and other persons employed or utilized by the Engineer in the performance of this Agreement, including any Task Order.

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

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

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

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

34.4 Notwithstanding any other provision of this Agreement, neither party shall have liability to the other for contingent, consequential, or other indirect damages including, without limitation, damages for loss of use, revenue or profit; operating costs and facility downtime, however the same may be caused. The limitations and exclusions of liability set forth in this Article shall apply regardless of the fault, breach of contract, tort (including negligence), strict liability or otherwise of either party, their respective employees, or subconsultants.

35.0 ENGINEER'S PERSONNEL AT CONSTRUCTION SITE

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

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

35.2 The presence of the Engineer's personnel at a construction site is for the purpose of providing to the City a greater degree of confidence that the completed work will conform generally to the applicable contract documents and that the integrity of the design concept as reflected in the contract documents has been implemented and preserved by the construction contractor(s). The Engineer neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the contract documents or for the safety of persons and property during construction which shall remain the sole responsibility of the construction contractor. Engineer will not bear any responsibility or liability for construction contractor's defects or deficiencies or for the failure to so detect. For this Agreement only, construction sites include places of manufacture for materials incorporated into the construction work, and construction contractors include manufacturers of materials incorporated into the construction work.

36.0 RECORD DRAWINGS

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

37.0 ADDITIONAL ASSURANCES

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

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

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

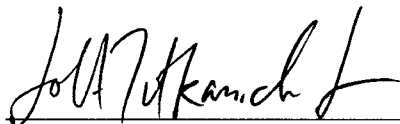
c. No principal (which includes officers, directors or executive) or individual holding a professional license and performing work under this Agreement, employee or agent has willfully offered an employee or officer of the City any pecuniary or other benefit with the intent to influence the employee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

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

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

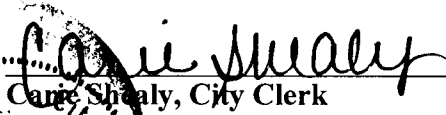
CITY:

CITY OF COCOA



John Titkanich, Jr. , City Manager

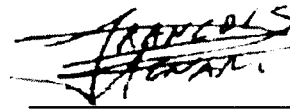
ATTEST:



Carrie Shaly, City Clerk

ENGINEER:

Jacobs Engineering, Inc. (Firm name)



_____, Title

Francois D. Menard, P.E., Vice President



EXHIBIT A
HOURLY RATE SCHEDULE

EXHIBIT "A"**Jacobs Engineering Group Rate Schedule**

Classification	Description	Rate
Engineer 9	Principal	\$235
Engineer 8	Senior Reviewer/Consultant	\$235
Engineer 7	Senior Project Manager	\$235
Engineer 6	Senior Professional Engineer/Scientist/Consultant	\$218
Engineer 5	Mid-Level Professional Engineer/Scientist/Consultant/Project Manager	\$199
Engineer 4	Professional Engineer/Scientist/Consultant/Project Manager	\$169
Engineer 3	Junior Professional Engineer/Scientist/Consultant	\$142
Engineer 2	Project Engineer/Scientist/Consultant	\$120
Engineer 1	Junior Project Engineer/Scientist/Consultant	\$110
Engineer 0	Engineering Intern	\$95
Technician 5	Senior Construction Manager/Senior Designer	\$169
Technician 4	Construction Manager/Senior Technician	\$142
Technician 3	Senior Construction Inspector	\$120
Technician 2	Construction Inspector/Technician	\$110
Technician 1	Junior Construction Inspector/Junior Technician	\$85
Technician Aide	Technical Aide	\$80
Office	Office/Project Administration	\$85

Notes:

1. Billing rates for the City of Cocoa are designated for the length of this Agreement from February 2020 through January 2023.
2. These rates do not include other direct expense cost. Reimbursable other direct expenses shall be billed in accordance with the terms of the contract.
3. Billing rate schedule is for time basis work order and the City will be billed based on actual hours by category designated for an individual employee.
4. Jacobs reserves the right to request rate modifications for any future extensions to this agreement. Rate modifications must be established and agreed upon by both parties.
5. All copies, reproduction, subconsultant work, materials or equipment purchased or other direct costs shall be pass-thru cost without any mark-up.
6. Travel is reimbursable at the IRS rate for employees and specialists outside the Orlando office only.



Purchasing

65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-8833

EMAIL: purchasing@cocoafl.org

CITY OF COCOA
AMENDMENT TO CONTINUING SERVICES AGREEMENT
1st AMENDMENT
JACOBS ENGINEERING GROUP INC.

This FIRST Amendment to the Continuing Services Agreement entered on February 5, 2020 for engineering, design and permitting services is made between the City of Cocoa and Jacobs Engineering Group Inc.

The Parties desire to amend the Agreement as follows:

- A. The Term is extended through February 4, 2025, as allowable under Section 1.1 of the Agreement for an additional two (2) years, which is the first of two renewal options available.
- B. This Amendment increases the cost limitation in Section 2.5 of the Agreement to \$4 million in accordance with the amended Consultants' Competitive Negotiation Act (CCNA). Section 2.5 of the agreement states, "No task in which the Engineer is to provide professional services to the City for a project with an estimated construction cost exceeding \$2 Million may be the subject of a Task Order under this Agreement." This cost limitation was based on Florida Statute, Title XIX, 287.055, the CCNA. The Florida Legislature has since amended the CCNA, increasing the cost limitation effective July 1, 2020.

All other terms, conditions, provisions, and scope of services remain unchanged. By signing below, each party indicates its approval of this First Amendment to the Continuing Services Agreement.

Jacobs Engineering Group Inc.

CITY OF COCOA

By: Francois Didier Menard, PE
(Print Name)

By: Michael C. Blake
(Print Name)

Vice President
(Title)

Mayor
(Title)

10/28/2022

Signature / Date

12/13/2022

Signature / Date

Attest:

A circular official seal of the City of Coral Gables, Florida. The outer ring contains the text "CITY OF CORAL GABLES" at the top and "FLORIDA" at the bottom. The center of the seal features the word "SEAL" in large, bold, capital letters.

Carie Shealy
Carie Shealy, City Clerk

CC: Carie Shealy, City Clerk
Brian Dale, Purchasing / Contracts Division Manager
Jack Walsh, Director, Utilities



Purchasing

65 Stone Street • Cocoa, FL 32922

PHONE: (321) 433-8833

EMAIL: purchasing@cocoafl.org

CITY OF COCOA
AMENDMENT TO CONTINUING SERVICES AGREEMENT
2nd AMENDMENT
JACOBS ENGINEERING GROUP INC.

This SECOND Amendment to the Continuing Services Agreement entered on February 5, 2020, for engineering, design and permitting services is made between the City of Cocoa and Jacobs Engineering Group Inc.

The Parties desire to amend the Agreement as follows:

- A. The Term is extended through February 4, 2027, as allowable under Section 1.1 of the Agreement for an additional two (2) years, which is the second of two renewal options available.
- B. This Amendment increases the cost limitation in Section 2.5 of the Agreement in accordance with the newly amended Consultants' Competitive Negotiation Act (CCNA). The contractual cost limitations are based on Florida Statutes § 287.055, the CCNA. The Florida Legislature has recently amended the CCNA, increasing the cost limitation effective July 1, 2024. Under the newly amended CCNA, the maximum cost for each individual project procured pursuant to the CCNA has risen to \$7.5 Million, plus an annual increase based on the Consumer Price Index (CPI). Accordingly, Section 2.5 of the Agreement is stricken in its entirety and replaced with the following:

No task in which the Engineer is to provide professional services to the City for a project with an estimated construction cost exceeding the thresholds outlined in the Consultants' Competitive Negotiation Act, Florida Statutes § 287.055, ("CCNA"), may be the subject of a Task Order under this Agreement.

All other terms, conditions, provisions, and scope of services remain unchanged. By signing below, each party indicates its approval of this Second Amendment to the Continuing Services Agreement.

Jacobs Engineering Group Inc.

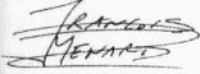
CITY OF COCOA

By: Francois Didier Menard, PE
(Print Name)

By: Michael C. Blake
(Print Name)

Vice President

(Title)

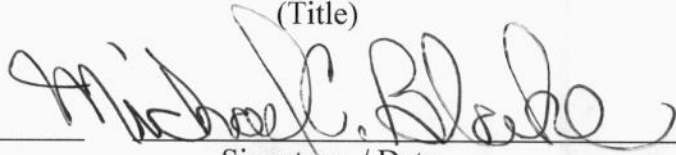


07/23/2024

Signature / Date

Mayor

(Title)



Signature / Date

Attest:



Monica Arsenault, City Clerk

CC: Monica Arsenault, City Clerk
Brian Dale, Purchasing Manager
Jack Walsh, Director, Utilities

CITY COUNCIL AGENDA ITEM

Memo Date: November 21, 2025
Agenda Date: January 13, 2026
File ID: 2025-1148
Prepared By: Melinda Keesee, Field Operations Technician
Through: Donnie Howard, Asst. WFO Manager
Requested Action: Approve the proposal from Insituform Technologies, LLC in the amount of \$439,986.13 for Cured-in-Place Pipe (CIPP) Rehabilitation Services and Sanitary Sewer Mid-Term Cleaning and CCTV Inspections utilizing the Clay County Utility Authority cooperative contract (Bid No. 18/19-A7), effective through June 18, 2026.

BACKGROUND:

In FY2015, CDM Smith completed a thorough analysis of the assessment data obtained during the FY2014 RedZone Robotics, Inc. CCTV inspection process. As part of this analysis, a detailed plan was developed to systematically address broken sewer piping beginning in FY2016. Rehabilitation and replacement was recommended for individual pipe segments based on structural operation and maintenance (O&M) concerns. These recommendations were formed based on the severity of defects, potential for defect progression, and consequence of failure. Rehabilitation and replacement recommendations were then prioritized and grouped to develop various projects. An implementation plan was formed to clean and repair sewer lines based on consequence of failure, risk of failure, available funding, and pipe segment geographic location.

To maintain the integrity of the sanitary sewer system with minimal construction and disturbances, sewer mains are able to be rehabilitated through a trenchless “cured-in-place-pipe” (CIPP) method installed through existing manholes. This installation process lines the selected sewer mains with a flexible liner which when heated, forms into a hardened fiberglass “pipe” that replaces the broken pipe from the inside of the pipe. As a result of this process, the carrying capacity of the sewer main is reestablished, and the sewer treatment plant no longer incurs the cost of treating extra water (ground water).

The first phase of the CIPP lining program was successfully completed in FY2016. Subsequently, City Council has approved the continuation of work with Insituform annually since FY2017. The twelfth phase is scheduled to be completed in FY2026.

On February 14, 2023, City Council approved participation in a multi-year cooperative purchase agreement with Insituform Technologies, LLC for cured in Place Pipe (CIPP) rehabilitation services and sanitary sewer mid-term cleaning & CCTV inspections of main line sewers utilizing the Clay County Utility Authority Bid No. 18/19-A7 effective June 18, 2022 through June 18, 2024. City Council authorized the City Manager to execute any annual renewal amendments under the original contract. The City Manager

executed the annual renewal amendment under the original contract on November 21, 2024, extending it through June 18, 2026.

At this time, staff is requesting approval of the Insituform Technologies proposal utilizing the previously approved Clay County Utility Authority Bid No. 18/19-A7 to perform Cured in Place Pipe (CIPP) Rehabilitation Services and Cleaning & CCTV Inspections of Main Line Sewers, and to authorize a budgeted expenditure for these services not to exceed \$439,986.13 in FY2026.

PRIORITY AREA CONNECTION:

Investment in Public Infrastructure

BUDGETARY IMPACT:

Budgeted? Yes

Amount Requested: \$439,986.13

Account Number: 424-4125-536.63-00

Project Number: WS0904

Account Name: Infrastructure

PREVIOUS ACTION:

On December 8, 2015, City Council approved the participation in a cooperative purchase agreement with Insituform Technologies, LLC for Cured in Place (CIPP) Pipe Rehabilitation Services utilizing the City of Daytona Beach Contract No. 0113-1010 effective July 8, 2015 through July 7, 2016.

On January 10, 2017, City Council approved the participation in a cooperative purchase agreement with Insituform Technologies, LLC for Cured in Place (CIPP) Pipe Rehabilitation Services utilizing the City of Daytona Beach Contract No. 0113-1010 effective July 8, 2016 through July 7, 2017.

On February 28, 2017, City Council approved the participation in a cooperative purchase agreement with Insituform Technologies, LLC for Cleaning & CCTV Inspections of Main Line Sewers utilizing the City of Daytona Beach Contract No. 0113-1010 effective July 8, 2016 through July 7, 2017.

On January 9, 2018, City Council approved the participation in a cooperative purchase agreement with Insituform Technologies, LLC for Cleaning & CCTV Inspections of Main Line Sewers utilizing the City of Daytona Beach Contract No. 0113-1010 effective July 8, 2017 through July 7, 2018.

On March 13, 2019, City Council approved the participation in a cooperative purchase agreement with Insituform Technologies, LLC for Cured in Place Pipe (CIPP) Rehabilitation Services and Sanitary Sewer Mid-Term Cleaning & CCTV Inspections of Main Line Sewers utilizing the City of Daytona Beach Contract No. 0118-2600 effective

February 6, 2019 through February 5, 2020.

On February 26, 2020, City Council approved the participation in a cooperative purchase agreement with Insituform Technologies, LLC for Cured in Place Pipe (CIPP) Rehabilitation Services and Sanitary Sewer Mid-Term Cleaning & CCTV Inspections of Main Line Sewers utilizing the City of Daytona Beach Contract No. 0118-2600 effective February 6, 2019 through February 5, 2020, renewal February 6, 2020 through February 5, 2021.

On February 9, 2021, City Council approved participation in a cooperative purchase agreement with Insituform Technologies, LLC for Cured in Place Pipe (CIPP) Rehabilitation Services and Sanitary Sewer Mid-Term Cleaning & CCTV Inspections of Main Line Sewers utilizing the City of Daytona Beach Contract No. 0118-2600 effective February 6, 2019 through February 5, 2020, Renewal February 6, 2020 through February 5, 2022.

On April 26, 2022, City Council approved participation in a cooperative purchase agreement with Insituform Technologies, LLC for Cured in Place Pipe (CIPP) Rehabilitation Services and Sanitary Sewer Mid-Term Cleaning & CCTV Inspections of Main Line Sewers utilizing the City of Daytona Beach Contract No. 0118-2600 effective February 6, 2019 through February 5, 2020, Renewal February 6, 2022 through February 5, 2023.

On February 14, 2023, City Council approved participation in a multi-year cooperative purchase agreement with Insituform Technologies, LLC for Cured in Place Pipe (CIPP) Rehabilitation Services and Sanitary Sewer Mid-Term Cleaning & CCTV Inspections of Main Line Sewers utilizing the Clay County Utility Authority Bid No. 18/19-A7 effective June 18, 2022 through June 18, 2024.

November 14, 2023, City Council approved the Insituform Technologies, LLC proposal for Cured in Place Pipe (CIPP) Rehabilitation Services and Sanitary Sewer Mid-Term Cleaning & CCTV Inspections of Main Line Sewers utilizing the Clay County Utility Authority Bid No. 18/19-A7 effective June 18, 2022 through June 18, 2024.

On January 14, 2025, City Council approved the Insituform Technologies, LLC proposal for Cured in Place Pipe (CIPP) Rehabilitation Services and Sanitary Sewer Mid-Term Cleaning & CCTV Inspections of Main Line Sewers utilizing the Clay County Utility Authority Bid No. 18/19-A7 effective June 19, 2024 through June 18, 2026.

RECOMMENDED MOTION:

Approve the proposal from Insituform Technologies, LLC in the amount of \$439,986.13 for Cured-in-Place Pipe (CIPP) Rehabilitation Services and Sanitary Sewer Mid-Term Cleaning and CCTV Inspections utilizing the Clay County Utility Authority cooperative contract (Bid No. 18/19-A7), effective through June 18, 2026.

11-18-25

Donnie Howard
City of Cocoa
351 Shearer Blvd
Cocoa, FL 32922

Re: City of Cocoa FY2026 CIPP Sewer Lining

Donnie,

Insituform Technologies, LLC, ("ITLLC") is pleased to provide the following proposal to the **City of Cocoa**, hereinafter referred to as "Customer", for the scope of work detailed below for the above-referenced Project. This proposal is based off piggybacking the Clay County Utility Authority (CCUA) Contract No. 18/19-A7 Part C (CIPP) Continuing Services Contract

PROPOSAL PRICING

ITLLC proposes the following pricing for the scope of services described herein:

ITEM	DESCRIPTION	UNIT	UNIT PRICE	QTY	AMOUNT
A.1.c	Light Cleaning 8" diameter	LF	\$2.11	8,160	\$17,217.60
A.1.d	Light Cleaning 10" diameter	LF	\$2.11	901	\$1,901.11
A.2.c	Tuberculation Cleaning 8" diameter	LF	\$20.10	500	\$10,050.00
A.3.c	Root Removal 8" diameter	LF	\$8.90	1,000	\$8,900.00
A.4.b	TV Pipe Inspection 8" diameter	LF	\$1.00	8,160	\$8,160.00
A.4.c	TV Pipe Inspection 10" diameter	LF	\$1.00	901	\$901.00
B.1.b.1	Sanitary Sewer Lining 8" x 6.0 mm	LF	\$34.50	8,160	\$281,520.00
B.1.c.1	Sanitary Sewer Lining 10" x 6.0 mm	LF	\$43.82	901	\$39,481.82
B.3.e	Lateral Cutout & Polish	EA	\$191.41	134	\$25,648.94
C.a	Traffic Control-MOT Index 601 or 602 (per day)	LS	\$405.60	3	\$1,216.80
C.b	Traffic Control-MOT Index 603 (per day)	LS	\$1,452.00	5	\$7,260.00
C.c	Traffic Control-MOT Index 601 or 602 (per week)	LS	\$2,027.20	3	\$6,081.60
D.a	Emergency Response Mobilization	EA	\$5,029.00	5	\$25,145.00
E.a	Performance and Payment Bond – 1.5%	LS	\$6,502.26	1	\$6,502.26
				TOTAL	\$439,986.13

INSITUFORM SCOPE OF WORK / RESPONSIBILITIES

ITLLC will provide the following:

1. Mobilization and demobilization of personnel, equipment, and materials to and from the Project site. The price presented is based upon one (1) instance of mobilization and demobilization.
2. Install **polyester** resin impregnated CIPP liner in accordance with ASTM F1216 or F1743 using either water or air/pull-in/steam, at the discretion of ITLLC. We have not included any costs associated with the disposal of inversion water.
3. Internal reinstatement of all service connections as directed by the Customer or their representative.
4. CCTV inspection of the pipe before and after the lining is complete.
5. Standard ITLLC one-year warranty from date of installation, excluding any required warranty TV inspection and/or testing.
6. Standard insurance coverage with the following limits:
 - General Liability: \$2,000,000 per occurrence/\$4,000,000 aggregate
 - Auto: \$2,000,000 Combined Single Limit
 - Workers Compensation: Statutory with \$1,000,000 Employer's LiabilityThe above insurance shall not include Primary and Non-Contributory Coverage and ITLLC shall not provide a Waiver of Subrogation endorsement.

NOTE: Modifications to the Scope of Work/Responsibilities of ITLLC may result in a change in price and/or duration.

ASSUMPTIONS AND QUALIFICATIONS

ITLLC's Proposal Pricing is based upon the following assumptions and clarifications:

1. ITLLC assumes the work will be completed during dry weather conditions.
2. Quantities are estimated. Customer shall be invoiced for actual quantities at the above unit prices.
3. ITLLC is an open-shop company and shall not be subject to any union requirements or agreements and will not enter into any Project Labor Agreement or any such similar agreement for this Project. Where required by the Contract Documents, ITLLC will pay the Prevailing Wages then in effect for the Project and will submit Certified Payroll Reports in a timely manner.

EXCLUSIONS:

The following items are excluded from ITLLC's above Pricing and Scope of Services / Responsibilities stated in this Proposal. These items, if necessary, applicable or otherwise required, shall be furnished by Customer, at Customer's direction and at no cost to ITLLC or may, upon mutual agreement in writing between ITLLC and Customer, be provided by ITLLC at an additional cost:

1. Permits, licenses and construction easements.
2. Manual operation of any pumping and/or metering stations.
3. Environmental/erosion controls (i.e., hay bales, silt fence etc.) that may be required adjacent to manholes, access points and/or water supply hose.
4. Access to and use of fire hydrants and/or sufficient water supply (within 500 ft. of the installation site) to complete flushing and CIPP installation.
5. Burial and/or ramping of discharge or bypass hose/pipe.
6. External service reconnections.
7. Traffic control, including without limitation, police details, flagmen and special traffic control setups.
8. Obstruction removal (calcium, concrete, mineral deposits, roots, etc.) and/or protruding tap removal.
9. Point repairs.
10. Bypassing of services or laterals.
11. Repair of pipe damaged during any industry standard high-pressure jet cleaning operations, preparation or lining and any subsequent cleaning necessary to remove debris that has fallen into the pipe as a result of any such collapse or repair.

12. Directives setting forth which service connections must be reinstated prior to final CCTV inspection.
13. Locations of and access (of ITLLC equipment and/or personnel) to all manholes associated with the project and as required by ITLLC's work plan.
14. Equivalent pipe diameter access from the invert to the street level. This may include removal of the frame, cover and/or cone section of the liner installation manhole(s) such that the opening at the street level is no less than equivalent to the pipe diameter.
15. Removal and disposal of any hazardous or toxic materials encountered during the Project.
16. Holiday work, rush delivery or adverse weather work (as defined by ITLLC).
17. Complete independent testing of liner samples from each installation. Will be provided if required per specifications.
18. Certified Professional Engineer stamped designs. Will be provided if required in specifications.
19. State and local sales and/or use taxes.
20. Additional premiums for special insurance coverage(s) specific to this project.

GENERAL TERMS AND CONDITIONS:

1. ITLLC's Proposal is conditioned and shall adhere to the General Terms and Conditions written in the Clay County Utility Authority (CCUA) Contract No. 18/19-A7 Part C Cured-In-Place Pipe (CIPP) Unit Price Construction.

The information contained in this letter is proprietary to Insituform Technologies, LLC. and shall be retained by the recipient in confidence and shall not be published or otherwise disclosed to third parties without the express written consent of Insituform Technologies, LLC. The foregoing shall not preclude the use of any data which (i) was in its possession without restriction as to use prior to receipt as proprietary of the same or similar data from Insituform Technologies, LLC., (ii) is or becomes available from a public source on or after such receipt from Insituform Technologies, LLC. or (iii) is obtained by the recipient from a third party not under obligation of confidentiality or other restriction with respect to use.

Please do not hesitate to contact me with any further questions.

Very truly yours,

Insituform Technologies, LLC.

Dave Raymond

Dave Raymond
Commercial Manager

Accepted By: _____
(signed)

(print name)

Date: _____

Title: _____

EXHIBIT 'A'

ITEM NO.	DESCRIPTION	UNIT	2022 UNIT PRICE	2024 Approved Unit Pricing	2024 Pricing Increase % INCREASE
A.	Sanitary Sewer Line Clean and Inspection				
1	Light Cleaning (<1/4 diameter)				
a.	4" diameter	LF	\$2.35	\$2.51	6.82%
b.	6" diameter	LF	\$2.35	\$2.51	6.82%
c.	8" diameter	LF	\$1.95	\$2.11	8.33%
d.	10" diameter	LF	\$1.95	\$2.11	8.33%
e.	12" diameter	LF	\$2.40	\$2.62	9.09%
f.	14" diameter	LF	\$3.65	\$3.92	7.35%
g.	18" diameter	LF	\$6.05	\$6.54	8.04%
h.	20" diameter	LF	\$6.05	\$6.54	8.04%
i.	24" diameter	LF	\$8.40	\$9.05	7.69%
2	Tuberculation Cleaning				
a.	4" diameter	LF	\$22.30	\$22.30	0.00%
b.	6" diameter	LF	\$22.30	\$22.30	0.00%
c.	8" diameter	LF	\$20.10	\$20.10	0.00%
d.	10" diameter	LF	\$27.90	\$27.90	0.00%
e.	12" diameter	LF	\$27.90	\$27.90	0.00%
f.	14" diameter	LF	\$27.90	\$27.90	0.00%
g.	18" diameter	LF	\$27.90	\$27.90	0.00%
h.	20" diameter	LF	\$33.50	\$33.50	0.00%
i.	24" diameter	LF	\$33.50	\$33.50	0.00%
3	Root Removal				
a.	4" diameter	LF	\$8.90	\$8.90	0.00%
b.	6" diameter	LF	\$8.90	\$8.90	0.00%
c.	8" diameter	LF	\$8.90	\$8.90	0.00%
d.	10" diameter	LF	\$11.20	\$11.20	0.00%
e.	12" diameter	LF	\$11.20	\$11.20	0.00%
f.	14" diameter	LF	\$13.40	\$13.40	0.00%
g.	18" diameter	LF	\$17.90	\$17.90	0.00%
h.	20" diameter	LF	\$20.10	\$20.10	0.00%
i.	24" diameter	LF	\$20.10	\$20.10	0.00%
4	TV Pipe Inspection				
a.	6" diameter	LF	\$0.95	\$1.00	5.56%
b.	8" diameter	LF	\$0.95	\$1.00	5.56%
c.	10" diameter	LF	\$0.95	\$1.00	5.56%
d.	12" diameter	LF	\$2.00	\$2.11	5.26%
e.	14" diameter	LF	\$2.00	\$2.11	5.26%
f.	18" diameter	LF	\$2.00	\$2.11	5.26%
g.	20" diameter	LF	\$2.00	\$2.11	5.26%
h.	24" diameter	LF	\$3.00	\$3.00	0.00%
5	Clean & TV Inspection - Sewer Lateral				
a.	Lateral Inspection 0' to 40'	EA	\$368.60	\$545.00	47.86%
b.	Additional Lateral Inspection >40'	LF	\$13.40	\$13.40	0.00%
B.	Sanitary Sewer Rehabilitation				
1	Sanitary Sewer Lining				
a.	6" diameter				

Clay County Utility Authority
Contract No. 18/19-A7 Part C
Cured-in-Place Continuing Services Contract

ITEM NO.	DESCRIPTION	UNIT	2022 UNIT PRICE	2024 Approved Unit Pricing	2024 Pricing Increase % INCREASE
b.	1 4.5mm nominal thickness (.177) 8" diameter	LF	\$34.30	\$39.45	15.00%
	1 6.0mm nominal thickness (.236)	LF	\$30.00	\$34.50	15.00%
	2 7.5mm nominal thickness (.295)	LF	\$32.30	\$37.15	15.00%
	3 9.0 mm normal thickness (.354)	LF	\$33.80	\$38.87	15.00%
c.	10" diameter				
	1 6.0mm nominal thickness (.236)	LF	\$38.10	\$43.82	15.00%
	2 7.5mm nominal thickness (.295)	LF	\$40.70	\$46.81	15.00%
	3 9.0 mm normal thickness (.354)	LF	\$42.20	\$48.53	15.00%
d.	12" diameter				
	1 6.0mm nominal thickness (.236)	LF	\$48.90	\$56.24	15.00%
	2 7.5mm nominal thickness (.295)	LF	\$52.70	\$60.61	15.00%
	3 9.0 mm normal thickness (.354)	LF	\$54.60	\$62.79	15.00%
e.	14" diameter				
	1 6.0mm nominal thickness (.236)	LF	\$61.20	\$70.38	15.00%
	2 7.5mm nominal thickness (.295)	LF	\$65.40	\$75.21	15.00%
	3 9.0 mm normal thickness (.354)	LF	\$67.90	\$78.09	15.00%
e.	18" diameter			\$0.00	
	1 6.0mm nominal thickness (.236)	LF	\$73.80	\$84.87	15.00%
	2 7.5mm nominal thickness (.295)	LF	\$79.50	\$91.43	15.00%
	3 9.0 mm normal thickness (.354)	LF	\$87.10	\$100.17	15.00%
	4 10.5 mm nominal thickness (.413)	LF	\$96.50	\$110.98	15.00%
f.	20" diameter				
	1 6.0mm nominal thickness (.236)	LF	\$74.00	\$85.10	15.00%
	2 7.5mm nominal thickness (.295)	LF	\$81.00	\$93.15	15.00%
	3 9.0 mm normal thickness (.354)	LF	\$88.50	\$101.78	15.00%
	4 10.5 mm nominal thickness (.413)	LF	\$103.70	\$119.26	15.00%
	5 12 mm nominal thickness (.472)	LF	\$122.50	\$140.88	15.00%
g.	24" diameter				
	9.0 mm normal thickness (.354)	LF	\$118.90	\$136.74	15.00%
	10.5 mm nominal thickness (.413)	LF	\$128.30	\$147.55	15.00%
	12 mm nominal thickness (.472)	LF	\$141.60	\$162.84	15.00%
	13.5 mm nominal thickness (.531)	LF	\$162.50	\$186.88	15.00%
	15 mm nominal thickness (.591)	LF	\$187.20	\$215.28	15.00%
2	Sectional CIPP Lining				
a.	6" diameter				
	1 3' in length	EA	\$2,233.80	\$2,233.80	0.00%
	2 4' in length	EA	\$2,457.20	\$2,457.20	0.00%
	3 6' in length	EA	\$2,568.90	\$2,568.90	0.00%
	4 8' in length	EA	\$2,680.60	\$2,680.60	0.00%
b.	8" diameter				
	1 3' in length	EA	\$2,345.50	\$2,345.50	0.00%
	2 4' in length	EA	\$2,457.20	\$2,457.20	0.00%
	3 6' in length	EA	\$2,568.90	\$2,568.90	0.00%
	4 8' in length	EA	\$2,680.60	\$2,680.60	0.00%
c.	10" diameter				

Clay County Utility Authority
Contract No. 18/19-A7 Part C
Cured-in-Place Continuing Services Contract

ITEM NO.	DESCRIPTION	UNIT	2022 UNIT PRICE	2024 Approved Unit Pricing	2024 Pricing Increase % INCREASE
1	3' in length	EA	\$2,568.90	\$2,568.90	0.00%
2	4' in length	EA	\$2,680.60	\$2,680.60	0.00%
3	6' in length	EA	\$2,904.00	\$2,904.00	0.00%
4	8' in length	EA	\$3,015.70	\$3,015.70	0.00%
d.	12" diameter				
1	3' in length	EA	\$2,792.30	\$2,792.30	0.00%
2	4' in length	EA	\$2,904.00	\$2,904.00	0.00%
3	6' in length	EA	\$3,015.70	\$3,015.70	0.00%
4	8' in length	EA	\$3,127.40	\$3,127.40	0.00%
e.	14" diameter				
1	3' in length	EA	\$2,792.30	\$2,792.30	0.00%
2	4' in length	EA	\$2,904.00	\$2,904.00	0.00%
3	6' in length	EA	\$3,015.70	\$3,015.70	0.00%
4	8' in length	EA	\$3,127.40	\$3,127.40	0.00%
f.	18" diameter				
1	3' in length	EA	\$3,015.70	\$3,015.70	0.00%
2	4' in length	EA	\$3,127.40	\$3,127.40	0.00%
3	6' in length	EA	\$3,239.00	\$3,239.00	0.00%
4	8' in length	EA	\$3,462.40	\$3,462.40	0.00%
g.	20" diameter				
1	3' in length	EA	\$3,127.40	\$3,127.40	0.00%
2	4' in length	EA	\$3,239.00	\$3,239.00	0.00%
3	6' in length	EA	\$3,350.70	\$3,350.70	0.00%
4	8' in length	EA	\$3,462.40	\$3,462.40	0.00%
h.	24" diameter				
1	3' in length	EA	\$4,356.00	\$4,356.00	0.00%
2	4' in length	EA	\$4,467.70	\$4,467.70	0.00%
3	6' in length	EA	\$4,579.30	\$4,579.30	0.00%
4	8' in length	EA	\$4,691.00	\$4,691.00	0.00%
3	Lateral CIPP Lining				
a.	Top Hat up to 36"				
1	4" lateral connection	EA	\$2,859.30	\$4,229.00	47.90%
2	6" lateral connection	EA	\$2,859.30	\$4,229.00	47.90%
3	8" lateral connection	EA	\$3,026.80	\$3,026.80	0.00%
b.	Full Wrap - up to 36"				
1	4" lateral connection	EA	\$2,859.30	\$4,229.00	47.90%
2	6" lateral connection	EA	\$2,859.30	\$4,229.00	47.90%
3	8" lateral connection	EA	\$3,026.80	\$3,026.80	0.00%
c.	Lateral Lining 0 - 40'	EA	\$1,904.30	\$1,904.30	0.00%
d.	Additional Lateral Lining >40'	LF	\$102.80	\$102.80	0.00%
e.	Lateral Cutout & Polish	EA	\$175.00	\$191.41	9.38%
f.	Lateral Grout	EA	\$400.00	\$444.44	11.11%
4	Cleanout Installation				
a.	4" cleanout	EA	\$1,675.40	\$1,675.40	0.00%
b.	6" cleanout	EA	\$1,787.10	\$1,787.10	0.00%
c.	8" cleanout	EA	\$1,898.80	\$1,898.80	0.00%

Clay County Utility Authority
Contract No. 18/19-A7 Part C
Cured-in-Place Continuing Services Contract

ITEM NO.	DESCRIPTION	UNIT	2022 UNIT PRICE	2024 Approved Unit Pricing	2024 Pricing Increase % INCREASE
5	Site Restoration				
a.	Concrete	SF	\$27.90	\$27.90	0.00%
b.	Paver Removal and Replacement	SF	\$55.80	\$55.80	0.00%
c.	Sodding	SF	\$4.50	\$4.50	0.00%
d.	Seeding and Mulching	SF	\$3.40	\$3.40	0.00%
6	Dewatering	LF	\$22.30	\$22.30	0.00%
7	Erosion and Sediment Control	LF	\$2.20	\$2.20	0.00%
8	Tanker Truck for Bypass (Daily Rate)	EA	\$3,900.00	\$3,900.00	0.00%
C.	Maintenance of traffic				
a.	Traffic Control-MOT Index 601 or 602 (per day)	LS	\$405.60	\$405.60	0.00%
b.	Traffic Control-MOT Index 603 or higher (per day)	LS	\$1,452.00	\$1,452.00	0.00%
c.	Traffic Control-MOT Index 601 or 602 (per week)	LS	\$2,027.20	\$2,027.20	0.00%
d.	Traffic Control-MOT Index 603 or higher (per week)	LS	\$7,259.90	\$7,259.90	0.00%
D.	Administration				
a.	Emergency Response Mobilization	EA	\$4,700.00	\$5,029.00	7.00%
b.	Construction Video and Photography	EA	\$1,116.90	\$1,116.90	0.00%
E.	Bonds				
a.	Contract Performance and Payment	%	1.50%	1.50%	



Finance Department
Purchasing Division
65 Stone Street | Cocoa, FL 32922
Phone: (321) 433-8775 | Fax: (321) 433-8860

City of Cocoa
AMENDMENT TO PURCHASE AGREEMENT
1st AMENDMENT

Insituform Technologies, LLC
Piggyback Agreement No. 18/19-A7
Sanitary Sewer, Wetwell and Manhole Rehabilitation Services

This First Amendment is to confirm receipt and acknowledgement of the agreed upon Annual Renewal made effective June 18, 2024, by and between Clay County Utility Authority and Insituform Technologies, LLC. This Amendment also confirms receipt and acknowledgment the CONTRACTOR shall continue to provide Sanitary Sewer, Wetwell and Manhole Rehabilitation Service as agreed upon under Piggyback Agreement 18/19-A7, made effective February 14, 2023, by and between the City of Cocoa and Insituform Technologies, LLC. This renewal shall correspond with the renewal issued by Clay County Utility Authority and expire on June 18, 2026.

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

Insituform Technologies, LLC

CITY OF COCOA

By: Diane Partridge
(Print Name)

By: Stockton Whitten
(Print Name)

Contracting and Attesting
(Title)

City Manager
(Title)

Diane Partridge 11/19/2024
Signature / Date

Stockton Whitten 11/21/2024
Signature / Date

CC: Monica Arsenault, City Clerk
Brian Dale, Purchasing Manager
Donnie Howard, Field Operations Manager

2
Attested By: City Clerk

**THIRD RENEWAL OF CONTRACT
BETWEEN
CLAY COUNTY UTILITY AUTHORITY
AND
INSITUFORM TECHNOLOGIES, LLC.**

THIS RENEWAL to the **ITB 2018/2019-A7 CONTINUING CONTRACT FOR SANITARY SEWER, WETWELL AND/OR MANHOLE REHABILITATION PART C- CIPP SANITARY SEWER LINING SYSTEM CONTRACT**, is made and entered into this 7th day of June, 2024, by and between the **CLAY COUNTY UTILITY AUTHORITY** (“CCUA”), an independent special district and political subdivision of the State of Florida, existing and created under Chapter 94-491, Laws of Florida, Special Acts on 1994, whose primary business address is 3176 Old Jennings Road, Middleburg, Florida 32068, and **INSITUFORM TECHNOLOGIES, LLC.** (the “Contractor”), a Delaware Company whose primary business address is 580 Goddard Avenue, Chesterfield, Missouri, 63005; registered to do business in the State of Florida. CCUA and the Contractor may hereinafter be referred to individually as a “Party” or collectively as the “Parties.”

WITNESSETH

WHEREAS, CCUA and **INSITUFORM TECHNOLOGIES, LLC.** entered into that certain **ITB 2018/2019-A7 CONTINUING CONTRACT FOR SANITARY SEWER, WETWELL AND/OR MANHOLE REHABILITATION PART C- CIPP SANITARY SEWER LINING SYSTEM CONTRACT** as of June 18, 2019 (the “Original Agreement”);

WHEREAS, CCUA and the Contractor desire to extend the Original Agreement, First and Second Renewals by entering into this Third Renewal as set forth herein;

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

1. DESCRIPTION OF CHANGES

- a. Insituform Technologies, LLC. will continue to perform all its duties, responsibilities, and obligations under the Original Agreement, First and Second Renewals.
- b. CCUA hereby consents to continuing the Original Agreement with Insituform Technologies, LLC.
- c. The term of the Original Agreement, First and Second Renewals shall be extended to June 18, 2026. Both parties hereby acknowledge that this Agreement may be annually renewed upon mutual agreement of both Parties. Further, this Agreement is cancelable by either the Authority or the Contractor upon submittal of sixty (60) days’ notice of such intent to cancel.

- d. The rates in the Original Agreement, First and Second Renewals are hereby amended as detailed in the **Exhibit 'A'**. Pricing will be effective on June 18, 2024.

2. MISCELLANEOUS

- a. This Third Renewal and all Ancillary Documents may be executed by providing an electronic signature under the terms of the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. §§ 7001 et. seq., and Chapter 668, Florida Statutes and delivered by email or other electronic delivery method which will have the same force and effect as a written signature.
- b. This Third Renewal, when executed by the Parties, shall be effective as of the date stated above. This Third Renewal fully and completely expresses the agreement of the Parties with respect to the matters contained herein and shall not be modified or further amended except by written agreement executed by each of the Parties hereto. The Contractor understands and agrees that no representations of any kind whatsoever have been made to it other than as appear in this Third Renewal, that it has not relied on any such representations, and that no claim that it has so relied on may be made at any time and for any purpose.
- c. This Third Renewal may be executed in any number of counterparts, each of which shall be deemed original; however, all of which when taken together shall constitute one and the same instrument.
- d. Except as amended and/or modified by this Third Renewal, the Original Agreement, First and Second Renewals are hereby ratified and confirmed and all other terms of the Original Agreement, First and Second Renewals remain in full force and effect, unaltered, and unchanged by this Third Renewal. Whether or not specifically amended by this Third Renewal, all of the terms and provisions of the Original Agreement, First and Second Renewals are hereby amended to the extent necessary to give effect to the purpose and intent of this Third Renewal.

(Signature Page Follows)

IN WITNESS WHEREOF, the Parties have executed this Third Renewal, effective as of the date indicated above.

INSITUFORM TECHNOLOGIES, LLC.:

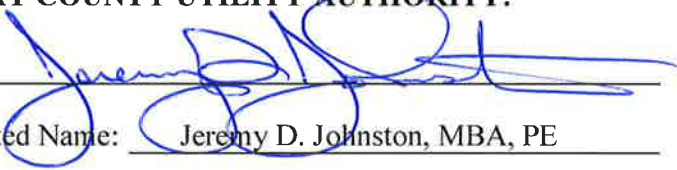
By: 

Printed Name: Diane Partridge

Title: Contracting and Attesting Officer



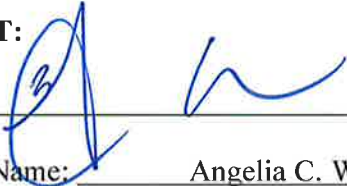
CLAY COUNTY UTILITY AUTHORITY:

By: 

Printed Name: Jeremy D. Johnston, MBA, PE

Title: Executive Director

ATTEST:

By: 

Printed Name: Angelia C. Wilson

Title: Procurement Manager

Execute in Triplicate Distribution (electronic):

1. Insituform Technologies, LLC.
2. CCUA Procurement Department
3. CCUA Project Manager – User Department

EXHIBIT 'A'

ITEM NO.	DESCRIPTION	UNIT	2022 UNIT PRICE	2024 Approved Unit Pricing	2024 Pricing Increase % INCREASE
A.	Sanitary Sewer Line Clean and Inspection				
1	Light Cleaning (<1/4 diameter)				
a.	4" diameter	LF	\$2.35	\$2.51	6.82%
b.	6" diameter	LF	\$2.35	\$2.51	6.82%
c.	8" diameter	LF	\$1.95	\$2.11	8.33%
d.	10" diameter	LF	\$1.95	\$2.11	8.33%
e.	12" diameter	LF	\$2.40	\$2.62	9.09%
f.	14" diameter	LF	\$3.65	\$3.92	7.35%
g.	18" diameter	LF	\$6.05	\$6.54	8.04%
h.	20" diameter	LF	\$6.05	\$6.54	8.04%
i.	24" diameter	LF	\$8.40	\$9.05	7.69%
2	Tuberculation Cleaning				
a.	4" diameter	LF	\$22.30	\$22.30	0.00%
b.	6" diameter	LF	\$22.30	\$22.30	0.00%
c.	8" diameter	LF	\$20.10	\$20.10	0.00%
d.	10" diameter	LF	\$27.90	\$27.90	0.00%
e.	12" diameter	LF	\$27.90	\$27.90	0.00%
f.	14" diameter	LF	\$27.90	\$27.90	0.00%
g.	18" diameter	LF	\$27.90	\$27.90	0.00%
h.	20" diameter	LF	\$33.50	\$33.50	0.00%
i.	24" diameter	LF	\$33.50	\$33.50	0.00%
3	Root Removal				
a.	4" diameter	LF	\$8.90	\$8.90	0.00%
b.	6" diameter	LF	\$8.90	\$8.90	0.00%
c.	8" diameter	LF	\$8.90	\$8.90	0.00%
d.	10" diameter	LF	\$11.20	\$11.20	0.00%
e.	12" diameter	LF	\$11.20	\$11.20	0.00%
f.	14" diameter	LF	\$13.40	\$13.40	0.00%
g.	18" diameter	LF	\$17.90	\$17.90	0.00%
h.	20" diameter	LF	\$20.10	\$20.10	0.00%
i.	24" diameter	LF	\$20.10	\$20.10	0.00%
4	TV Pipe Inspection				
a.	6" diameter	LF	\$0.95	\$1.00	5.56%
b.	8" diameter	LF	\$0.95	\$1.00	5.56%
c.	10" diameter	LF	\$0.95	\$1.00	5.56%
d.	12" diameter	LF	\$2.00	\$2.11	5.26%
e.	14" diameter	LF	\$2.00	\$2.11	5.26%
f.	18" diameter	LF	\$2.00	\$2.11	5.26%
g.	20" diameter	LF	\$2.00	\$2.11	5.26%
h.	24" diameter	LF	\$3.00	\$3.00	0.00%
5	Clean & TV Inspection - Sewer Lateral				
a.	Lateral Inspection 0' to 40'	EA	\$368.60	\$545.00	47.86%
b.	Additional Lateral Inspection >40'	LF	\$13.40	\$13.40	0.00%
B.	Sanitary Sewer Rehabilitation				
1	Sanitary Sewer Lining				
a.	6" diameter				

Clay County Utility Authority
Contract No. 18/19-A7 Part C
Cured-in-Place Continuing Services Contract

ITEM NO.	DESCRIPTION	UNIT	2022 UNIT PRICE	2024 Approved Unit Pricing	2024 Pricing Increase % INCREASE
1	4.5mm nominal thickness (.177)	LF	\$34.30	\$39.45	15.00%
b.	8" diameter				
1	6.0mm nominal thickness (.236)	LF	\$30.00	\$34.50	15.00%
2	7.5mm nominal thickness (.295)	LF	\$32.30	\$37.15	15.00%
3	9.0 mm normal thickness (.354)	LF	\$33.80	\$38.87	15.00%
c.	10" diameter				
1	6.0mm nominal thickness (.236)	LF	\$38.10	\$43.82	15.00%
2	7.5mm nominal thickness (.295)	LF	\$40.70	\$46.81	15.00%
3	9.0 mm normal thickness (.354)	LF	\$42.20	\$48.53	15.00%
d.	12" diameter				
1	6.0mm nominal thickness (.236)	LF	\$48.90	\$56.24	15.00%
2	7.5mm nominal thickness (.295)	LF	\$52.70	\$60.61	15.00%
3	9.0 mm normal thickness (.354)	LF	\$54.60	\$62.79	15.00%
e.	14" diameter				
1	6.0mm nominal thickness (.236)	LF	\$61.20	\$70.38	15.00%
2	7.5mm nominal thickness (.295)	LF	\$65.40	\$75.21	15.00%
3	9.0 mm normal thickness (.354)	LF	\$67.90	\$78.09	15.00%
e.	18" diameter			\$0.00	
1	6.0mm nominal thickness (.236)	LF	\$73.80	\$84.87	15.00%
2	7.5mm nominal thickness (.295)	LF	\$79.50	\$91.43	15.00%
3	9.0 mm normal thickness (.354)	LF	\$87.10	\$100.17	15.00%
4	10.5 mm nominal thickness (.413)	LF	\$96.50	\$110.98	15.00%
f.	20" diameter				
1	6.0mm nominal thickness (.236)	LF	\$74.00	\$85.10	15.00%
2	7.5mm nominal thickness (.295)	LF	\$81.00	\$93.15	15.00%
3	9.0 mm normal thickness (.354)	LF	\$88.50	\$101.78	15.00%
4	10.5 mm nominal thickness (.413)	LF	\$103.70	\$119.26	15.00%
5	12 mm nominal thickness (.472)	LF	\$122.50	\$140.88	15.00%
g.	24" diameter				
	9.0 mm normal thickness (.354)	LF	\$118.90	\$136.74	15.00%
	10.5 mm nominal thickness (.413)	LF	\$128.30	\$147.55	15.00%
	12 mm nominal thickness (.472)	LF	\$141.60	\$162.84	15.00%
	13.5 mm nominal thickness (.531)	LF	\$162.50	\$186.88	15.00%
	15 mm nominal thickness (.591)	LF	\$187.20	\$215.28	15.00%
2	Sectional CIPP Lining				
a.	6" diameter				
1	3' in length	EA	\$2,233.80	\$2,233.80	0.00%
2	4' in length	EA	\$2,457.20	\$2,457.20	0.00%
3	6' in length	EA	\$2,568.90	\$2,568.90	0.00%
4	8' in length	EA	\$2,680.60	\$2,680.60	0.00%
b.	8" diameter				
1	3' in length	EA	\$2,345.50	\$2,345.50	0.00%
2	4' in length	EA	\$2,457.20	\$2,457.20	0.00%
3	6' in length	EA	\$2,568.90	\$2,568.90	0.00%
4	8' in length	EA	\$2,680.60	\$2,680.60	0.00%
c.	10" diameter				

Clay County Utility Authority
Contract No. 18/19-A7 Part C
Cured-in-Place Continuing Services Contract

ITEM NO.	DESCRIPTION	UNIT	2022 UNIT PRICE	2024 Approved Unit Pricing	2024 Pricing Increase % INCREASE
1	3' in length	EA	\$2,568.90	\$2,568.90	0.00%
2	4' in length	EA	\$2,680.60	\$2,680.60	0.00%
3	6' in length	EA	\$2,904.00	\$2,904.00	0.00%
4	8' in length	EA	\$3,015.70	\$3,015.70	0.00%
d.	12" diameter				
1	3' in length	EA	\$2,792.30	\$2,792.30	0.00%
2	4' in length	EA	\$2,904.00	\$2,904.00	0.00%
3	6' in length	EA	\$3,015.70	\$3,015.70	0.00%
4	8' in length	EA	\$3,127.40	\$3,127.40	0.00%
e.	14" diameter				
1	3' in length	EA	\$2,792.30	\$2,792.30	0.00%
2	4' in length	EA	\$2,904.00	\$2,904.00	0.00%
3	6' in length	EA	\$3,015.70	\$3,015.70	0.00%
4	8' in length	EA	\$3,127.40	\$3,127.40	0.00%
f.	18" diameter				
1	3' in length	EA	\$3,015.70	\$3,015.70	0.00%
2	4' in length	EA	\$3,127.40	\$3,127.40	0.00%
3	6' in length	EA	\$3,239.00	\$3,239.00	0.00%
4	8' in length	EA	\$3,462.40	\$3,462.40	0.00%
g.	20" diameter				
1	3' in length	EA	\$3,127.40	\$3,127.40	0.00%
2	4' in length	EA	\$3,239.00	\$3,239.00	0.00%
3	6' in length	EA	\$3,350.70	\$3,350.70	0.00%
4	8' in length	EA	\$3,462.40	\$3,462.40	0.00%
h.	24" diameter				
1	3' in length	EA	\$4,356.00	\$4,356.00	0.00%
2	4' in length	EA	\$4,467.70	\$4,467.70	0.00%
3	6' in length	EA	\$4,579.30	\$4,579.30	0.00%
4	8' in length	EA	\$4,691.00	\$4,691.00	0.00%
3	Lateral CIPP Lining				
a.	Top Hat up to 36"				
1	4" lateral connection	EA	\$2,859.30	\$4,229.00	47.90%
2	6" lateral connection	EA	\$2,859.30	\$4,229.00	47.90%
3	8" lateral connection	EA	\$3,026.80	\$3,026.80	0.00%
b.	Full Wrap - up to 36"				
1	4" lateral connection	EA	\$2,859.30	\$4,229.00	47.90%
2	6" lateral connection	EA	\$2,859.30	\$4,229.00	47.90%
3	8" lateral connection	EA	\$3,026.80	\$3,026.80	0.00%
c.	Lateral Lining 0 - 40'	EA	\$1,904.30	\$1,904.30	0.00%
d.	Additional Lateral Lining >40'	LF	\$102.80	\$102.80	0.00%
e.	Lateral Cutout & Polish	EA	\$175.00	\$191.41	9.38%
f.	Lateral Grout	EA	\$400.00	\$444.44	11.11%
4	Cleanout Installation				
a.	4" cleanout	EA	\$1,675.40	\$1,675.40	0.00%
b.	6" cleanout	EA	\$1,787.10	\$1,787.10	0.00%
c.	8" cleanout	EA	\$1,898.80	\$1,898.80	0.00%

Clay County Utility Authority
Contract No. 18/19-A7 Part C
Cured-in-Place Continuing Services Contract

ITEM NO.	DESCRIPTION	UNIT	2022 UNIT PRICE	2024 Approved Unit Pricing	2024 Pricing Increase % INCREASE
5	Site Restoration				
a.	Concrete	SF	\$27.90	\$27.90	0.00%
b.	Paver Removal and Replacement	SF	\$55.80	\$55.80	0.00%
c.	Sodding	SF	\$4.50	\$4.50	0.00%
d.	Seeding and Mulching	SF	\$3.40	\$3.40	0.00%
6	Dewatering	LF	\$22.30	\$22.30	0.00%
7	Erosion and Sediment Control	LF	\$2.20	\$2.20	0.00%
8	Tanker Truck for Bypass (Daily Rate)	EA	\$3,900.00	\$3,900.00	0.00%
C.	Maintenance of traffic				
a.	Traffic Control-MOT Index 601 or 602 (per day)	LS	\$405.60	\$405.60	0.00%
b.	Traffic Control-MOT Index 603 or higher (per day)	LS	\$1,452.00	\$1,452.00	0.00%
c.	Traffic Control-MOT Index 601 or 602 (per week)	LS	\$2,027.20	\$2,027.20	0.00%
d.	Traffic Control-MOT Index 603 or higher (per week)	LS	\$7,259.90	\$7,259.90	0.00%
D.	Administration				
a.	Emergency Response Mobilization	EA	\$4,700.00	\$5,029.00	7.00%
b.	Construction Video and Photography	EA	\$1,116.90	\$1,116.90	0.00%
E.	Bonds				
a.	Contract Performance and Payment	%	1.50%	1.50%	



Clay County Utility Authority

3176 Old Jennings Rd.
Middleburg, Florida 32068-3907
Telephone (904) 213-2413
Facsimile (904) 213-2436

Working together to
protect public health,
conserve our natural
resources, and create
long-term value for
our ratepayers.

May 7, 2024

Diane Partridge
Insituform Technologies, LLC.
17988 Edison Avenue
Chesterfield, MO 63005

Re: Renewal of Part C – CIPP Sanitary Sewer Lining System
Continuing Contract for Sanitary Sewer, Wetwell and/or Manhole Rehabilitation Services Bid
No. 18/19-A7

Dear Ms. Partridge:

The above referenced contract is scheduled to expire on **June 18, 2024**. The contract terms allow for a renewal period of 24-months, contingent upon the mutual agreement of both parties. The Clay County Utility Authority (CCUA) is hereby providing written notice of interest in renewing the existing contract for an additional 24-month period, continuing from **June 19, 2024**, through **June 18, 2026**. If you wish to continue the contract under the current terms, please sign, date and return this letter to us by **May 13, 2024**, and we will consider this confirmation of acceptance of the current terms as stated above. Please review Article 5.02 of the Standard Form of Agreement (Page 00520-3) regarding Fee Modifications and Price Adjustments and provide any requested price adjustments along with this letter for the contract renewal.

We appreciate your cooperation and look forward to continuing doing business with you in the coming years.

Sincerely,
CLAY COUNTY UTILITY AUTHORITY

Darrin G. Parker
Darrin G. Parker
Contract & Procurement Specialist

/dp

cc: Jeremy D. Johnston
Darryl Muse

ACCEPTANCE: **YES** NO OTHER
Insituform Technologies, LLC.

Diane Partridge

NAME:
Diane Partridge

TITLE:
Contracting and Attesting Officer

DATE: June 6, 2024



STANDARD FORM FOR NEW PIGGYBACK CONTRACT

The **City of Cocoa**, a Florida Municipal Corporation ("City") enters this "Piggyback" Contract with Insituform Technologies, LLC, 580 Goddard Avenue, Chesterfield, MO 63005 (hereinafter referred to as the "Vendor "), under the terms and conditions hereinafter provided. The City and the Vendor agree as follows:

The Financial Operations Manual (FOM) for the City of Cocoa allows for "piggybacking" contracts. Pursuant to this procedure, the City is allowed to piggyback an existing government contract, and there is no need to obtain formal or informal quotations, proposals, or bids. The parties agree that the Vendor has entered a contract with Clay County Utility Authority - Florida, said contract being identified as: Sewer, Wetwell and Manhole Rehabilitation Services, Contract No. 18/19-A7, (referred to as the "original government contract").

Work assigned under this contract may include, but is not limited to, the following types of projects: Sewer, Wetwell and Manhole Rehabilitation Services, (see Exhibit A – original contract)

1. The original government contract is incorporated herein by reference and attached as **Exhibit A** to this Contract. All of the terms and conditions set out in the original government contract (Exhibit "A") are fully binding on the parties and said terms and conditions are incorporated herein.

2. Notwithstanding the requirement that the original government contract is fully binding on the parties, the parties have agreed to modify certain technical provisions of the original government contract as applied to this Contract between the Vendor and the City of Cocoa, as follows:

Time Period ("Term") of the Agreement:

The effective date of this agreement shall be the latest date mutual parties' sign by and between the City of Cocoa, FL and Insituform Technologies, LLC. The term of said agreement shall be for the period effective date of signature of City Mayor through 06/18/2024, should Clay County Utility Authority and Insituform Technologies, LLC, renew or extend terms, so shall this agreement automatically renew or extend for like terms.

The City of Cocoa intends to utilize said agreement for Fiscal Year 2023 and 2024 and shall not exceed the budgeted amount, any change orders to this amount must be approved by City Manager.

a. Insurance Requirements (As Applicable):

Liability Insurance

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

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

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

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

AUTOMOBILE LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL CONTRACTS:

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

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

Professionals and professional corporations, associations, and firms who contract with the City of Cocoa to provide professional services are required to maintain Professional Liability Insurance in the amount of \$3,000,000.00 per occurrence and in the aggregate with a deductible not greater than \$50,000.00 and submit proof of same in the form of a certificate of insurance before work is begun.

ENVIRONMENTAL IMPAIRMENT INSURANCE MINIMUM REQUIREMENTS:

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

WORKERS' COMPENSATION INSURANCE MINIMUM REQUIREMENTS:

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

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

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

insurance before work is begun.

COMPREHENSIVE BUILDER RISK INSURANCE

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

DURATION OF CONTRACTS-NAMED INSUREDS-LIABILITY INSURANCE:

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

a. Any other provisions that will be modified:

The CONTRACTOR must provide proof of Employment Eligibility by completing the E-Verify Contractor Affidavit (**Exhibit B**) in accordance with Florida Statute § 448.95; via E-Verify (<https://www.e-verify.gov>), which is an internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees. This must be completed prior to the CITY issuing any Purchase Orders or requesting services.

b. Address change for the City of Cocoa:

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

- c. Notwithstanding anything in Exhibit "A" to the contrary, the venue of any dispute will be in Brevard County, Florida. Litigation between the parties arising out of this contract must be in Brevard County, Florida in the Court of appropriate jurisdiction. The law of Florida will control any dispute between the parties arising out of or related to this Piggyback Contract, the performance thereof or any products or services delivered pursuant to such contract.
- d. Notwithstanding any other provision in Exhibit "A" to the contrary, there shall be no arbitration with respect to any dispute between the parties arising out of this Contract. Dispute resolution shall be through voluntary and non-binding mediation, negotiation, or litigation in the Court of appropriate jurisdiction in Brevard County, Florida, with the parties bearing the costs of their own legal fees and related costs with respect to any dispute resolution, including litigation.
- e. All other provisions in the original government contract (Exhibit "A") are fully binding on the parties and will represent the agreement between the City of Cocoa and the Vendor.
- f. This contract is not a requirements agreement nor is it an exclusive agreement. Accordingly, the City of Cocoa reserves the right to purchase the goods or services that are the subject hereof from any alternative vendor during the contract term, regardless of contrary language in the underlying contract that is being piggybacked.

VENDOR:

Insituform Technologies, LLC
Attn: Diane Partridge
580 Goddard Avenue
Chesterfield, MO 63005
636-530-8000
dpartridge@aegion.com

Insituform Technologies, LLC

Entered this 14th day of February,
2023

Diane Partridge
Contracting and Attesting Officer

(Print Name / Title)

Diane Partridge

(Signature)

February 8, 2023

(Date)

City Council Approval Required

X Yes (Approved by Mayor)

☐ No (Approved by City Manager)

CITY OF COCOA

By: N/A

Date: _____

(Stockton Whitten, City Manager)

City Manager (For purchases up to the limit of the City Manager's purchase order authority, this signature alone as attested will be sufficient).

Michael C. Blake

By: 02/14/2023

(Michael C. Blake, Mayor)

Mayor (For purchases exceeding City Manager's purchase order authority).

Caine Shalup

Attested By: City Clerk



SPECIFICATIONS AND CONTRACT DOCUMENTS

Sewer, Wetwell and Manhole Rehabilitation Services Continuing Contract

**CLAY COUNTY UTILITY AUTHORITY
MIDDLEBURG, FLORIDA**

CCUA BID NO. 18/19-A7



**Clay County Utility Authority
3176 Old Jennings Road
Middleburg, Florida 32068
(904) 272-5999**

April 2019

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CCUA Bid No. 18/19-A7

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REQUEST FOR BIDS

NOTICE IS HEREBY GIVEN that the Clay County Utility Authority (AUTHORITY), Clay County, Florida, will be accepting sealed Bids in triplicate, which will be received until 2:00 p.m., (local time), May 9, 2019, at the Clay County Utility Authority, 3176 Old Jennings Road, Middleburg, Florida 32068-3907 for the following:

Sewer, Wetwell and Manhole Rehabilitation Services Continuing Contract CCUA BID NO. 18/19-A7

The Selected Contractor shall furnish, unless otherwise noted, all necessary permits, labor, equipment and materials to complete the following:

- This is a five (5) year continuing contract for work that consists of furnishing all labor, materials and equipment necessary to rehabilitate sanitary sewers, manholes and/or wetwells. Owner shall furnish construction plans to identify the work for which purchase orders will be issued.

Bidders may bid on any or all Parts but must provide unit pricing for each item in any Part they intend to bid. The Owner will evaluate the bids and determine which bid is in its best interest and the award will be made to the Bidder with the highest ranking based on the items of consideration in Article 19 of Section 00200 Instructions to Bidders.

All materials, methods of construction, and standards must be in accordance with the AUTHORITY's approved material manual, specs, and details.

Certified minority business enterprises or minority persons are encouraged to timely submit their bid for this project consistent with the terms of this Notice. Due consideration also will be given to bidders, other than certified minority business enterprises or minority persons, whose bid contains a written plan or summary outlining their intended efforts to use certified minority business enterprises or minority persons as subcontractors or material suppliers for this project, should bidder be awarded a contract.

Bids are due at 2:00 p.m., local time, May 9, 2019, at the Clay County Utility Authority, 3176 Old Jennings Road, Middleburg, Florida 32068-3907, and will be opened as soon thereafter as possible in the presence of the Recording Secretary of the AUTHORITY and all other interested persons. The opened Bids will be read aloud, examined for conformance to the specifications, tabulated, and one copy preserved in the custody of the AUTHORITY'S Recording Secretary.

Bids will not be valid unless received in triplicate by the Bid deadline and in a sealed envelope marked "CLAY COUNTY UTILITY AUTHORITY, Sealed Bid No. 18/19-A7"

Sewer, Wetwell and Manhole Rehabilitation Services Continuing Contract, to be opened 2:00 p.m., May 9, 2019”, so as to guard against opening prior to the time set therefore.

Envelopes should be mailed or delivered in person to the above address. Questions should be directed in writing by email to jgray@clayutility.org no later than Monday, April 29, 2019 at 2:00 p.m. (local time).

BID Documents, drawings and any ADDENDA may be obtained electronically from www.clayutility.org/projects/procurement.aspx. All bidders shall be responsible for obtaining all documents and Addenda issued prior to the Bid.

The authority shall not be responsible for full or partial sets of documents including Addenda, if any, obtained from sources other than the issuing office.

Bids require a Bid security made payable to Owner for Part A: in an amount of five (5) percent of \$50,000 (\$2,500); for Parts B and C: five (5) percent of \$500,000 (\$25,000) in the form of a either a certified check or a bank money order or a Bid bond and may not be withdrawn after the scheduled opening time for a period of sixty (60) days.

The AUTHORITY reserves the right to waive formalities in any Bid, to reject any or all bids with or without cause, and/or to accept the Bid or any portion thereof that, in its judgement, will be in the best interest of the AUTHORITY.

END OF SECTION

INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION CONTRACTS

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1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

Associated General Contractors of America
2300 Wilson Boulevard, Suite 400, Arlington, VA 22201-3308
(703) 548-3118
www.agc.org

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ARTICLE 1 – DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:

A. *Issuing Office* – The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

- 2.01 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the advertisement or invitation to bid may be obtained from the Issuing Office. The deposit will be refunded to each document holder of record who returns a complete set of Bidding Documents in good condition within 60 days after opening of Bids.
- 2.02 Complete sets of Bidding Documents shall be used in preparing Bids; Owner does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.03 Owner, in making copies of Bidding Documents available on the above terms, does so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

- 3.01 To demonstrate Bidder's responsiveness, Bidder will submit written evidence such as financial data, previous experience, present commitments, and such other data as may be called for below and in Article 15.
- A. Bidder's Ability to Perform and Responsiveness: Bidder before the award of any Contract, will demonstrate to the complete satisfaction of the Owner that the Bidder has the necessary facilities, ability and financial resources to perform the work or provide the requested special services in a satisfactory manner within the time specified; that Bidder has had experience in the work or special services of the same or similar nature; and that the Bidder's past history and references which will serve to satisfy the Owner beyond any doubt as to their responsiveness for doing the work.
- B. List of References and installations of similar work with contact names and telephone numbers as described in Article 15.
- C. Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

ARTICLE 4 – EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE

4.01 It is the responsibility of each Bidder before submitting a Bid to:

- A. examine and carefully study the Bidding Documents, and the other related data identified in the Bidding Documents;
- B. become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work;
- C. carefully study all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in Paragraph 4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in the Paragraph 4.06 of the Supplementary Conditions as containing reliable "technical data";
- D. consider the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs;
- E. agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;
- F. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;
- G. promptly give Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Owner is acceptable to Bidder; and
- H. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.

4.02 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any

specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given Owner written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by Owner are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

ARTICLE 5 – PRE-BID CONFERENCE

5.01 A pre-Bid conference will not be held.

ARTICLE 6 – SITE AND OTHER AREAS

6.01 The Site will be identified by Purchase Order. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by Owner unless otherwise provided in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor.

ARTICLE 7 – INTERPRETATIONS AND ADDENDA

7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Owner in writing. Interpretations or clarifications considered necessary by Owner in response to such questions will be issued by Addenda and will be made available on CCUA's website to review; www.clayutility.org/projects/procurement.aspx. Questions received less than ten days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. Respondents shall be responsible for checking CCUA's website for any Addenda prior to bid submittal.

7.02 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Owner.

ARTICLE 8 – BID SECURITY

8.01 A Bid must be accompanied by Bid security made payable to Owner for Part A: in an amount of five (5) percent of \$50,000 (\$2,500); for Parts B and C: five (5) percent of \$500,000 (\$25,000) and in the form of either a certified check, bank money order, or Bid bond (on the form attached) issued by a surety meeting the requirements of Paragraphs 5.01 and 5.02 of the General Conditions.

8.02 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults. The Bid security of other Bidders whom Owner believes to

have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Agreement or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be returned.

- 8.03 Bid security of other Bidders whom Owner believes do not have a reasonable chance of receiving the award will be returned within seven days after the Bid opening.

ARTICLE 9 – CONTRACT TIMES

The number of days within which, or the dates by which, the Work is to be substantially completed and ready for final payment will be set forth in the individual purchase orders issued under this Agreement.

ARTICLE 10 – LIQUIDATED DAMAGES

- 10.01 Provisions for liquidated damages, if any, are set forth in the Agreement.

ARTICLE 11 – SUBSTITUTE AND “OR-EQUAL” ITEMS

- 11.01 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration of possible substitute or “or-equal” items. Whenever it is specified or described in the Bidding Documents that a substitute or “or-equal” item of material or equipment may be furnished or used by Contractor if acceptable to Owner, application for such acceptance will not be considered by Owner until after the Effective Date of the Agreement.

ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS AND OTHERS

- 12.01 If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, individuals, or entities to be submitted to Owner in advance of a specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to Owner a list of all such Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, individual, or entity if requested by Owner. If Owner, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute, without an increase in the Bid.
- 12.02 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, individuals, or entities. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner subject to revocation of such acceptance after the Effective Date of the Agreement as provided in Paragraph 6.06 of the General Conditions.

- 12.03 Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.

ARTICLE 13 – PREPARATION OF BID

- 13.01 *The Bid Form is included with the Bidding Documents. Bidding Documents are available on CCUA's website; www.clayutility.org/projects/procurement.aspx.* The authority shall not be responsible for full or partial sets of documents including Addenda, if any, obtained from sources other than the issuing office.
- 13.02 All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each Part, bid item, and unit price item listed therein. In the case of optional alternatives, the words "No Bid," "No Change," or "Not Applicable" may be entered.
- 13.03 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown.
- 13.04 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown.
- 13.05 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.
- 13.06 A Bid by an individual shall show the Bidder's name and official address.
- 13.07 A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown.
- 13.08 All names shall be printed in ink below the signatures.
- 13.09 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 13.10 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.
- 13.11 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.

ARTICLE 14 – BASIS OF BID; COMPARISON OF BIDS

14.01 Unit Price

- A. Bidders shall submit a Bid on a unit price for each item of Work listed in the Bid schedule.
- B. The total of all estimated prices will be in the sum of the products of the estimated quantity of each item and the corresponding unit price. The final quantities and Contract Price will be determined in accordance with Paragraph 11.03 of the General Conditions.
- C. Estimated Quantities: The Bidder's attention is called to the fact that any estimate of quantities furnished on the bid form or elsewhere, are approximate only. Estimated quantities are for proposal preparation only and should not be interpreted as restrictive minimum or maximum quantities to which contract prices apply. The owner does not assume any responsibility that the final quantities shall remain in strict accordance with the estimated quantities nor shall the successful contractor plead misunderstanding or deception because of such estimate of quantities. All contract work is contingent upon funding approved by the Clay County Utility Authority's Board of Supervisors.
- D. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

14.02 The Bid price shall include such amounts as the Bidder deems proper for overhead and profit on account of cash allowances, if any, named in the Contract Documents as provided in Paragraph 11.02 of the General Conditions.

ARTICLE 15 – SUBMITTAL OF BID

15.01 *BID Documents, drawings, and ADDENDA, if any, may be obtained electronically from; www.clayutility.org/projects/procurement.aspx. All Bidders shall be responsible for obtaining Addenda, if any, issued prior to the bid. The authority shall not be responsible for full or partial sets of documents including Addenda, if any, obtained from sources other than the issuing office. See Bid Submittal Checklist for other documents needed for bid submittal.*

15.02 An unbound copy of the Bid Form is to be completed and submitted with the following documents:

- 1) The required Bid Security,
- 2) W-9 Tax Payers Identification form,
- 3) Public Entities Crimes Statement,
- 4) Trench Safety Affidavit,
- 5) Copy of Contractor's License or Underground Utility Contractor's License,

- 6) Authorization to do business in the State of Florida or Bidder's covenant in writing to obtain such authority prior to award of the contract (per Article 13),
- 7) Bidder Qualifications and Information:
 - a) Proof that the Bidder has been in business, under the same name, for a minimum of five (5) years
 - b) Location of offices
 - c) Copies of all contractor/subcontractor personnel's confined space entry and manufacturer installation certifications
 - d) Resumes of proposed project manager and project superintendent with verification that they each have a minimum of five (5) years of experience and have been employed with the Bidder's company for a minimum of one (1) year.
 - e) Equipment listing,
- 8) Subcontractor Qualifications and Information:
 - a) Name and address
 - b) Type of work to be performed
 - c) Proof that the Subcontractor has been in business, under the same name, for a minimum of three (3) years
 - d) Resumes of proposed project manager and project superintendent with verification that they each have a minimum of three (3) years of experience and have been employed with the Bidder's company for a minimum of one (1) year.
- 9) Bidder Reference Projects Information. Submit the following information for each of three (3) projects:
 - a) Project name
 - b) Project location (city, state)
 - c) Brief description of project substantiating similarity to this project
 - d) Date of completion of project
 - e) Owner's name
 - f) Owner's Project Manager name, telephone number and email address
 - g) Engineer's Project Manager name, telephone number and email address.
- 10) Subcontractor Reference Projects Information. Submit the following information for each of three (3) projects:
 - a) Project name
 - b) Project location (city, state)
 - c) Brief description of project substantiating similarity to this project
 - d) Date of completion of project
 - e) Owner's name
 - f) Owner's Project Manager name, telephone number and email address

- g) Engineer's Project Manager name, telephone number and email address.
- 11) Product Specifications - Detailed, manufacturer product specifications of the rehabilitation system to be used for work under this contract:
- Part A – Treatment Plant Wetwell Lining System
 - Part B – Manhole/Lift Station Wetwell Coating System
 - Part C – CIPP Sanitary Sewer Lining System
- 12) Documentation of good faith efforts to utilize MBE/WBEs on this project,
- 13) Current workload (project commitments),
- 14) Financial Statement (THIS INFORMATION MUST BE SUBMITTED IN A SEPARATE ENVELOPE WITH "FINANCIAL INFORMATION" WRITTEN ON THE OUTSIDE. Per Florida Statutes this information is exempt from public information requests.) or a letter from the bidder's surety showing sufficient bonding capacity for this project. Most recent financial statements:
1. Audited financial statements [if Bidder has bank loan(s)] including:
 - a. "Cash on hand".
 - b. Calculation of "Current Ratio" (result of dividing current assets by current liabilities).
 - c. Calculation of "Debt to Asset Ratio" (result of dividing total liabilities by total assets).
 - d. Ratio of "working capital" to "total assets".
 - e. Ratio of "retained earnings" to "total assets".
 - f. Ratio of "earnings before interest and taxes" to "total assets".
 - g. Ratio of "net worth" to "total liabilities".
 2. Unaudited financial statements (if audited statements are not available).
 3. Last three (3) years of corporate federal income tax returns.
 4. In lieu of financial information described in Paragraph 14. 1.-3., Bidder may provide a letter from his bonding company stating that Bidder has sufficient available bonding capacity for the project.
- 15) Part C only: Bidder shall include copies of their company's safety logs (summaries only) submitted to the Occupational Health and Safety Administration (OSHA) and those of any subcontractors to perform work under this contract for the 2016, 2017, and 2018 calendar years. Proposal will be rejected if the OSHA logs (summaries only) are NOT provided with the proposal submittal. The Owner reserves the right to reject a proposal based upon past safety performance as evidenced from contractor/subcontractor OSHA logs (summaries only), references and other means as determined by the Owner. Safety performance shall be demonstrated by the contractor to the Owner's satisfaction.

- 16) Part C only: Product Performance - Bidder shall provide a reference list that documents the proposed product is commercially proven. For a product to be considered “commercially proven”, a minimum of 2,000,000 linear feet of successful sanitary sewer system installations in the United States within 5 years must be documented to the satisfaction of the Owner. In addition, at least 300,000 linear feet of 8” to 18” of the product shall have been in successful service within sanitary sewer systems within the State of Florida for a minimum of five (5) years.
- 17) Part C only: CIPP Lining Installer Performance - Bidder shall provide documentation demonstrating that an installer is “commercially proven”. For an installer to be “commercially proven”, the installer must satisfy all insurance, financial and bonding requirements of the Owner and must have had at least five (5) years active experience under the firm’s current name in the commercial installation of the proposed product. In addition, the installer must have successfully installed a minimum of 1,000,000 linear feet within 24 months of the proposed product in sanitary systems in the State of Florida.
- 18) Part C only: Cleaning Contractor Performance – Bidder shall provide documentation demonstrating that Cleaning Contractor has previously been engaged in cleaning operations of similar size and complexity to the work described herein. A contractor conducting cleaning operations on existing sewer lines shall have five (5) years experience in cleaning existing sewer lines using the equipment specified herein and shall have successfully completed projects containing a total of at least 200,000 linear feet within the past two (2) years.
- 19) Part C only: Lateral Installer Performance - The contractor or subcontractor shall have a minimum of two (2) years of service continuous experience installing CIPP Lateral Lining in pipe of similar size, length and configuration as proposed in this project. In addition, the contractor or subcontractor shall have successfully installed 15,000 CIPP laterals in a wastewater collection system application. The onsite Superintendent must have installed over 5,000 CIPP laterals of like condition for this geographic area and have a minimum of 5 years of CIPP industry experience.

15.02 The Authority reserves the right to examine documentation which supports compliance with federal, state, and local labor regulations. Examples include Federal tax form 941 and OSHA incident report forms.

15.03 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in a plainly marked package with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation “BID ENCLOSED.” A mailed Bid shall be addressed to Chief Engineer, Clay County Utility Authority, 3176 Old Jennings Road, Middleburg, Florida 32068.

ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID

- 16.01 A Bid may be modified or withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.
- 16.02 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

ARTICLE 17 – OPENING OF BIDS

- 17.01 Bids will be opened at the time and place indicated in the Request for Bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT

- 19.01 Owner reserves the right to reject any or all Bids, including without limitation, incomplete, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to not be responsible. Owner may also reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.
- 19.02 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.
- 19.03 In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- 19.04 In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.

- 19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work in accordance with the Contract Documents.
- 19.06 If the Contract is to be awarded, Owner will award the Contract to the Bidder whose Bid is in the best interests of the Project.
- 19.07 The Owner will evaluate the bids and the award will be made to the lowest responsive, responsible bidder for the Part(s) selected by the Owner.
- 19.08 Certified minority business enterprises or minority persons are encouraged to timely submit their bid for this project consistent with the terms of this Notice. Due consideration also will be given to bidders, other than certified minority business enterprises or minority persons, who agree to use certified minority business enterprises or minority persons as subcontractors or material suppliers for this project, should they be awarded this bid.
- 19.09 In evaluating Bids, Buyer will consider the qualifications of the Bidders. The AUTHORITY shall evaluate each proposal based on the following factors:
- A. Cost - Cost is always an important factor, however it is not the only consideration.
 - B. Emergency Service - Contractor must respond to an emergency situation within 24 hours and be mobilized and ready to make repairs as required and in accordance with these specifications.
 - C. Experience of the Firm - Years of experience providing these types of services along with customer references and past performance are important factors that will be considered. In the past 24 months, Contractor shall have successfully completed:
 - Part A – 20 treatment plant wetwell lining systems
 - Part B – 200 manhole/lift station wetwell lining systems
 - Part C – 1,000,000 linear feet of sanitary pipe lining.
 - D. Logistics - The location of the firm in relation to the service area and the logistical effort required to transport equipment are factors that will be taken into consideration.
 - E. Prior experience - The AUTHORITY reserves the right to reject a bid based on past performance of the firm.
 - F. Equipment Availability - Contractor must own or have a long-term lease for all equipment and be capable of performing all of the work listed in the bid form with this equipment.
 - G. Safety: The Authority reserves the right to reject a bid based on unsatisfactory safety record or a lack of documented safety procedures.

- H. License Required - Contractor must have valid a Florida Underground Utility Contractor's License or General Contractor's License.
- I. Compliance of proposed products with the contract specifications.
- J. For Part C – Sewer Rehabilitation using Cured-in-place Pipe, the following additional evaluation criteria and point system shall be used to evaluate the Bidder's proposal:

The Owner's staff shall conduct an evaluation of all Part C Bidders on the basis of the information provided with the proposal and other evaluation criteria as set forth above. Recommendation for award will be made to the highest rated Bidder as determined by the Owner's staff in accordance with the award criteria. Selection will be made from a short list of Bidders deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation criteria listed below:

<u>Criteria</u>	<u>Score</u>	<u>WeightMax.</u>	<u>Pts. Possible</u>
References to verify product performance in conditions similar to the work to be performed for the Owner.	25	10	250
References to verify installer performance for work similar to that of the work to be performed for the Owner	25	10	250
Documentation and references to verify the contractor's Safety practices and safety history including any subcontractor in the performance of work similar to work to be performed for the Owner.	25	20	500
Price	15	10	150
<u>Office and staff location</u>	<u>10</u>	<u>5</u>	<u>50</u>
TOTAL	100		1,200

19.09 The Bidders shall provide unit prices for all bid items. The Owner will evaluate the bids and determine which bid is in its best interest and the award will be made to the highest ranking based on the items of consideration in section 19.08 above.

ARTICLE 20 – CONTRACT SECURITY AND INSURANCE

- 20.01 Article 5 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it shall be accompanied by such bonds.

ARTICLE 21 – SIGNING OF AGREEMENT

- 21.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement along with the other Contract Documents which are identified in the Agreement as attached thereto. Within 15 days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner. Within ten days thereafter, Owner shall deliver one fully signed counterpart to Successful Bidder with a complete set of the Drawings with appropriate identification.

ARTICLE 22 – SALES AND USE TAXES

- 22.01 State sales and use taxes on materials and equipment to be incorporated in the Work shall be included in the Bid. However, the Owner is exempt from sales and use taxes on materials and equipment and therefore, at the Owners option, the Contractor shall be required to provide the Owner with the details of his Purchase Order(s), including vendor name, address, and quantity and type of materials and/or equipment being ordered. The Owner may choose to order the major materials and/or equipment direct. Should the Owner choose to do this, any payment that is made direct by the Owner (plus an amount equal to the sales tax that would have been paid by the Contractor) for the materials shall be a direct deduct from the Contractors contract as if the payment were made direct to the Contractor. The whole purpose of this provision is to save the amount of sales taxes that would be otherwise assessed to the Contractor for the major material purchases.

ARTICLE 23 – RETAINAGE

- 23.01 Provisions concerning Contractor's rights to deposit securities in lieu of retainage are set forth in the Agreement.

END OF SECTION

SECTION 00300

BID FORM

CCUA BID NO. 18/19-A7

Sewer, Wetwell and Manhole Rehabilitation Services Continuing Contract
CLAY COUNTY UTILITY AUTHORITY

SUBMITTED BY: _____ DATE: _____

The undersigned, as Bidder, hereby declares that the only person or persons interested in the proposal as Principals is, or are named herein and that no other person that is herein mentioned has any interest in this proposal or in the contract to be entered into; that this proposal is made without connection with any other person, company, or parties making a bid or proposal; and that it is in all respects fair and in good faith, without collusion or fraud.

The Bidder further declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the places where the work is to be performed; that he has examined the plans and specifications for the work and contract documents relative thereto, that he has read all special provisions furnished prior to the opening of bids, and that he has satisfied himself relative to the work to be performed.

The Bidder proposes and agrees, if this proposal is accepted, to contract with the Owner in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the contract in full and complete it in accordance with the shown, noted, described and reasonable intended requirements of the plans and specifications and contract documents to the full satisfaction of the contract with the Owner with a definite understanding that no money will be allowed for extra work except as set forth in the attached General Conditions and contract documents, as follows:

BID SCHEDULE

Bids are to be on a unit price basis and are to include all labor, materials, equipment and incidentals necessary to perform the special services as indicated in the contract documents. Bidders may bid on any or all Parts but must provide unit pricing for each item in any Part they intend to bid. Incomplete bid submittals will not be accepted. Work includes, but is not necessarily limited to, the following:

This is a five (5) year continuing contract for work that consists of furnishing all labor, materials and equipment necessary to rehabilitate sanitary sewers, manholes and/or wetwells. Owner shall furnish construction plans to identify the work for which purchase orders will be issued.

00300-1

Part A – Treatment Plant Wetwell Rehabilitation

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
A.	Surface Preparation	4,000	SF		
B.	Material Installation	4,000	SF		
Sub-total Part A					
C.	Construction Performance & payment Bond Not to Exceed 2%		%		
Total Part A					

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Part B – Manhole or Lift Station Wetwell Rehabilitation

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
A.	Clean and Coat New Sanitary Sewer Manhole (4-foot diameter)	50	VF		
B.	Clean and Coat New Sanitary Manhole (5-foot diameter)	50	VF		
C.	Clean and Coat Existing Sanitary Sewer Manhole (4-foot diameter)	1000	VF		
D.	Clean and Coat Existing Sanitary Sewer Manhole (5-foot diameter)	1000	VF		
E.	Clean and Coat Existing Wetwell	5000	SF		
F.	Interior Manhole Coating/Lining Repair	50	SF		
G.	Adjust manhole frame and cover (adjustment rings not-to-exceed 12")	25	EA		
H.	Adjust manhole frame and cover with cone or riser section (Each additional foot over initial 12")	5	VF		
I.	Install frame & cover (24")	1	EA		
J.	Install frame & cover (36")	1	EA		
K.	Invert Replacement	50	EA		
L.	Inside Drop System 4" - 8"	25	EA		
M.	Inside Drop System 10" - 12"	25	EA		
N.	Stop Leak (per manhole without lining)	50	EA		
O.	Maintenance of Traffic				
1.	Traffic Control – MOT Index 601 or 602 (per day)	2	LS		
2.	Traffic Control – MOT Index 603 or higher (per day)	4	LS		
3.	Traffic Control – MOT Index 601 or 602 (per week)	2	LS		
4.	Traffic Control – MOT Index 603 or higher (per week)	4	LS		
P.	Emergency Response Mobilization (per Work Order)	5	EA		
Q.	Construction Video and Photos (per Work Order)	20	EA		
Sub-total Part B					\$
R.	Construction Performance & Payment Bond Not to Exceed 2%		%		
Total Part B					\$

00300-3

Part C – Sanitary Sewer Rehabilitation – Cured-in-place Pipe (CIPP)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
A. Sanitary Sewer Line Cleaning and Inspection					
1.	Light Cleaning (<1/4 diameter)				
a.	4" Diameter	5,000	LF		
b.	6" Diameter	2,000	LF		
c.	8" Diameter	13,250	LF		
d.	10" Diameter	1,250	LF		
e.	12" Diameter	900	LF		
f.	14" Diameter	500	LF		
g.	18" Diameter	100	LF		
h.	20" Diameter	100	LF		
i.	24" Diameter	100	LF		
2.	Tuberculation Cleaning				
a.	4" Diameter	250	LF		
b.	6" Diameter	100	LF		
c.	8" Diameter	650	LF		
d.	10" Diameter	75	LF		
e.	12" Diameter	50	LF		
f.	14" Diameter	25	LF		
g.	18" Diameter	50	LF		
h.	20" Diameter	50	LF		
i.	24" Diameter	50	LF		
3.	Root Removal				
a.	4" Diameter	500	LF		
b.	6" Diameter	200	LF		
c.	8" Diameter	1,300	LF		
d.	10" Diameter	125	LF		
e.	12" Diameter	90	LF		
f.	14" Diameter	50	LF		
g.	18" Diameter	50	LF		
h.	20" Diameter	50	LF		
i.	24" Diameter	50	LF		
4.	CCTV Pipe Inspection				
a.	6" Diameter	2,000	LF		
b.	8" Diameter	13,250	LF		
c.	10" Diameter	1,250	LF		
d.	12" Diameter	900	LF		
e.	14" Diameter	500	LF		

00300-4

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
f.	18" Diameter	200	LF		
g.	20" Diameter	200	LF		
h.	24" Diameter	200	LF		
5.	Clean & CCTV Inspection – Sewer Lateral (no lining)				
a.	Lateral inspection 0' to 40'	20	EA		
b.	Additional Lateral Inspection > 40'	1	LV		
B. Sanitary Sewer Rehabilitation					
1. CIPP lining					
a.	6" Diameter				
1	4.5 mm nominal thickness (.177)	2,000	LF		
b.	8" Diameter				
1	6.0 mm nominal thickness (.236)	13,250	LF		
2	7.5 mm nominal thickness (.295)	1	LF		
3	9.0 mm nominal thickness (.354)	1	LF		
c.	10" Diameter				
1	6.0 mm nominal thickness (.236)	1,250	LF		
2	7.5 mm nominal thickness (.295)	1	LF		
3	9.0 mm nominal thickness (.354)	1	LF		
d.	12" Diameter				
1	6.0 mm nominal thickness (.236)	900	LF		
2	7.5 mm nominal thickness (.295)	1	LF		
3	9.0 mm nominal thickness (.354)	1	LF		
e.	14" Diameter				
1	6.0 mm nominal thickness (.236)	500	LF		
2	7.5 mm nominal thickness (.295)	1	LF		
3	9.0 mm nominal thickness (.354)	1	LF		
e.	18" Diameter				
1	6.0 mm nominal thickness (.236)	200	LF		
2	7.5 mm nominal thickness (.295)	1	LF		
3	9.0 mm nominal thickness (.354)	1	LF		
4	10.5 mm nominal thickness (.413)	1	LF		
f.	20" Diameter				
1	6.0 mm nominal thickness (.236)	200	LF		
2	7.5 mm nominal thickness (.295)	1	LF		
3	9.0 mm nominal thickness (.354)	1	LF		
4	10.5 mm nominal thickness (.413)	1	LF		
5	12.0 mm nominal thickness (.472)	1	LF		
g.	24" Diameter				
1	9.0 mm nominal thickness (.354)	200	LF		

00300-5

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
2	12.0 mm nominal thickness (.472)	1	LF		
3	12.0 mm nominal thickness (.472)	1	LF		
4	13.5 mm nominal thickness (.531)	1	LF		
5	15.0 mm nominal thickness (.591)	1	LF		
2. Sectional CIPP lining					
a.	6" Diameter				
1	3' in length	1	EA		
2	4' in length	1	EA		
3	6' in length	1	EA		
4	8' in length	1	EA		
b.	8" Diameter				
1	3' in length	1	EA		
2	4' in length	1	EA		
3	6' in length	1	EA		
4	8' in length	1	EA		
c.	10" Diameter				
1	3' in length	1	EA		
2	4' in length	1	EA		
3	6' in length	1	EA		
4	8' in length	1	EA		
d.	12" Diameter				
1	3' in length	1	EA		
2	4' in length	1	EA		
3	6' in length	1	EA		
4	8' in length	1	EA		
e.	14" diameter				
1	3' in length	1	EA		
2	4' in length	1	EA		
3	6' in length	1	EA		
4	8' in length	1	EA		
c.	18" Diameter				
1	3' in length	1	EA		
2	4' in length	1	EA		
3	6' in length	1	EA		
4	8' in length	1	EA		
d.	20" Diameter				
1	3' in length	1	EA		
2	4' in length	1	EA		
3	6' in length	1	EA		

00300-6

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
4	8' in length	1	EA		
e.	24" diameter				
1	3' in length	1	EA		
2	4' in length	1	EA		
3	6' in length	1	EA		
4	8' in length	1	EA		
3. Lateral CIPP Lining					
a.	Top hat – up to 36 inches				
1	4" lateral connection	60	EA		
2	6" lateral connection	120	EA		
3	8" lateral connection	1	EA		
b.	Full wrap – up to 36 inches				
1	4" lateral connection	60	EA		
2	6" lateral connection	120	EA		
3	8" lateral connection	1	EA		
c.	Lateral lining 0 to 40'	175	EA		
d.	Additional lateral lining >40'	1	LF		
e.	Lateral cutout & polish	175	EA		
f.	Lateral grout	1	EA		
4. Cleanout Installation					
a.	4" cleanout	10	EA		
b.	6" cleanout	10	EA		
c.	8" cleanout	1	EA		
5. Site Restoration					
a.	Concrete	200	SF		
b.	Paver removal and replacement	100	SF		
c.	Sodding	200	SF		
d.	Seeding and Mulching	400	SF		
6.	Dewatering	500	LF		
7.	Erosion and Sediment Control	500	LF		
8.	Tanker Trucks for Bypass (daily rate for 8 hours)	10	EA		
C. Maintenance of Traffic					
a.	Traffic Control – MOT Index 601 or 602 (per day)	2	LS		
b.	Traffic Control – MOT Index 603 or higher (per day)	4	LS		
c.	Traffic Control – MOT Index 601 or 602 (per week)	2	LS		
d.	Traffic Control – MOT Index 603 or higher (per week)	4	LS		
D. Administration					
a.	Emergency Response Mobilization (/Work Order)	5	EA		

00300-7

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
b.	Construction Video and Photographs (per Work Order)	20	EA		
Sub-total Part C					\$
D. Bond					
a.	Contract Performance and Payment Bond Cost Not to Exceed 2%				
Total Part C					\$

Performance and Payment Bonds shall not exceed 2 percent of an individual project amount. See Section 01025 Measurement and Payment for further information on unit price bid items.

All Work performed under this Agreement must be covered by a 1-year, 100% Performance and Payment Bond with an additional 1-year, 100% warranty bond for the second year of the warranty period. Purchase orders will be issued for all Work. For planned projects, the bond shall be delivered along with the signed copy of the purchase order for the amount of the purchase order. For emergency work, the Authority will expect the Contractor to maintain at all times, a \$100,000 Performance and Payment Bond that is renewable on an annual basis. The additional 1-year warranty bond is required for all emergency work.

The Authority will pay the premium of the annual bond to cover emergency work up to 2.5 percent of the Bond amount based on actual invoices from the Surety. The bond costs for planned work will be based on the bid price provided in the bid form

The Bidder shall provide unit prices for all items. The Owner will evaluate the bids and other required submittals and supplemental information noted in Article 15.01 of Section 00200 and evaluation criteria items A through J shown in Article 19.08 of Section 00200. The recommendation of Award will be based on a ranking of the factors listed in the Instruction to Bidders in Section 00200 Paragraph 19.08. See Instructions for Bidders for discussion of Award of Contract.

The Bidder further proposes and agrees to commence work on a date to be specified in a written Purchase Order from the Owner and shall complete the work pursuant to a schedule identified in the said Purchase Order.

At the Owners option, the Contractor shall be required to provide the Owner with the details of his Purchase Order, including vendor name, address, and quantity and type of materials being ordered. The Owner may choose to order the major materials and/or equipment direct. Should the Owner choose to do this, any payment that is made direct by the Owner (plus an amount equal to the sales tax that would have been paid by the Contractor) for the materials shall be a direct deduct from the Contractors contract as if the payment were made direct to the Contractor. The whole purpose of this provision is to save the amount of sales taxes that would be otherwise assessed to the Contractor for the major material purchases.

It shall be the Contractors responsibility to submit Shop Drawings, receive and verify accuracy of such shipments and, upload such shipments as if Contractor had purchased the materials direct. Shop Drawings received from the suppliers, will be forwarded by the Clay County Utility Authority to the Contractor for their review of accuracy and correctness of the Shop Drawings and shall provide an approval action on each product. Shop Drawings shall then be submitted to the Design Engineer for their review and approval action. After the Contractor and Engineer have reviewed the Shop Drawings, they then shall be submitted to the Clay County Utility Authority for review.

The Owner shall assume all risk of loss and bear the cost of insurance on all materials purchased tax exempt. Once the Clay County Utility Authority's Purchase Order is prepared, then it will be returned to the Contractor for proofing and mailing to the vendor.

The Bidder further proposes and agrees to commence work under his contract on a date to be specified in the Notice-to-Proceed and shall complete all work there under within the time schedule in the Agreement.

Addendum Receipt: Bidders shall acknowledge below the receipt of all addenda, if any, to plans and specifications.

ADDENDUM NO. _____ DATED _____

ADDENDUM NO. _____ DATED _____

ADDENDUM NO. _____ DATED _____

Bidders shall attach the following supplemental information to their bid. **Items shall be clearly labeled and numbered and submitted in the order listed below:**

- 1) The required Bid Security.
- 2) W-9 Tax Payers Identification form
- 3) Public Entities Crimes Statement
- 4) Trench Safety Affidavit
- 5) Copy of Contractor's License or Underground Utility Contractor's License
- 6) Authorization to do business in the State of Florida or Bidder's covenant in writing to obtain such authority to award of the contract (per Article 13)
- 7) Bidder Qualifications and Information:
 - a. Proof that the Bidder has been in business, under the same name, for a minimum of five (5) years
 - b. Location of offices
 - c. Copies of all contractor/subcontractor personnel's confined space entry and manufacturer installation certifications
 - d. Resumes of proposed project manager and project superintendent with verification that they each have a minimum of five (5) years of experience and have been employed with the Bidder's company for a minimum of one (1) year.
 - e. Equipment listing,

- 8) Subcontractor Qualifications and Information:
- a. Name and address
 - b. Type of work to be performed
 - c. Proof that the Subcontractor has been in business, under the same name, for a minimum of three (3) years
 - d. Resumes of proposed project manager and project superintendent with verification that they each have a minimum of three (3) years of experience and have been employed with the Bidder's company for a minimum of one (1) year.
- 9) Bidder Reference Projects Information. Submit the following information for each of three (3) projects:
- a. Project name
 - b. Project location (city, state)
 - c. Brief description of project substantiating similarity to this project
 - d. Date of completion of project
 - e. Owner's name
 - f. Owner's Project Manager name, telephone number and email address
 - g. Engineer's Project Manager name, telephone number and email address.
- 10) Subcontractor Reference Projects Information. Submit the following information for each of three (3) projects:
- a. Project name
 - b. Project location (city, state)
 - c. Brief description of project substantiating similarity to this project
 - d. Date of completion of project
 - e. Owner's name
 - f. Owner's Project Manager name, telephone number and email address
 - g. Engineer's Project Manager name, telephone number and email address.
- 11) Product Specifications - Detailed, manufacturer product specifications of the rehabilitation system to be used for work under this contract:
- Part A – Treatment Plant Wetwell Lining System
 - Part B – Manhole/Lift Station Wetwell Coating System
 - Part C – CIPP Sanitary Sewer Lining System
- 12) Documentation of good faith efforts to utilize MBE/WBEs on this project,
- 13) Current workload (project commitments),

- 14) Financial Statement (THIS INFORMATION MUST BE SUBMITTED IN A SEPARATE ENVELOPE WITH “FINANCIAL INFORMATION” WRITTEN ON THE OUTSIDE. Per Florida Statutes this information is exempt from public information requests.) or a letter from the bidder’s surety showing sufficient bonding capacity for this project. (See Section 00200 Instructions to Bidders, Article 15, Paragraph 15.02 for details.)
- 15) Part C only: OSHA Logs - Bidder shall include copies of their company’s safety logs (summaries only) submitted to the Occupational Health and Safety Administration (OSHA) and those of any subcontractors to perform work under this contract for the 2016, 2017, and 2018 calendar years. Proposal will be rejected if the OSHA logs (summaries only) are NOT provided with the proposal submittal. The Owner reserves the right to reject a proposal based upon past safety performance as evidenced from contractor/subcontractor OSHA logs (summaries only), references and other means as determined by the Owner. Safety performance shall be demonstrated by the contractor to the Owner’s satisfaction.
- 16) Part C only: Product Performance - Bidder shall provide a reference list that documents the proposed product is commercially proven. For a product to be considered “commercially proven”, a minimum of 2,000,000 linear feet of successful sanitary sewer system installations in the United States within 5 years must be documented to the satisfaction of the Owner. In addition, at least 300,000 linear feet of 8” to 18” of the product shall have been in successful service within sanitary sewer systems within the State of Florida for a minimum of five (5) years.
- 17) Part C only: CIPP Lining Installer Performance - Bidder shall provide documentation demonstrating that an installer is “commercially proven”. For an installer to be “commercially proven”, the installer must satisfy all insurance, financial and bonding requirements of the Owner and must have had at least five (5) years active experience under the firm’s current name in the commercial installation of the proposed product. In addition, the installer must have successfully installed a minimum of 1,000,000 linear feet within 24 months of the proposed product in sanitary systems in the State of Florida.
- 18) Part C only: Cleaning Contractor Performance – Bidder shall provide documentation demonstrating that Cleaning Contractor has previously been engaged in cleaning operations of similar size and complexity to the work described herein. A contractor conducting cleaning operations on existing sewer lines shall have five (5) years experience in cleaning existing sewer lines using the equipment specified herein and shall have successfully completed projects containing a total of at least 200,000 linear feet within the past two (2) years.
- 19) Part C only: CIPP Lining Lateral Installer Performance - The contractor or subcontractor shall have a minimum of two (2) years of service continuous experience installing CIPP Lateral Lining in pipe of similar size, length and configuration as proposed in this project. In addition, the contractor or subcontractor shall have successfully installed 15,000 CIPP laterals in a wastewater collection system application. The onsite Superintendent must have installed over 5,000 CIPP laterals of like condition for this geographic area and have a minimum of 5 years of CIPP industry experience.

AN INDIVIDUAL

By _____ (Seal)

(Signature)

(Print Name)

doing business as
Business Address: _____

Phone No: _____ Fax No: _____

A PARTNERSHIP

(Firm Name) (Seal)

(General Partner/Signature)

(Print Name)

Business Address: _____

Phone No: _____ Fax No: _____

A CORPORATION

(Corporation Name) (Seal)

(State of Incorporation)

By _____
(Signature of Person Authorized to Sign)

(Print Name)

(Title) (Corporate Seal)

00300-12

Attest _____
(Secretary)

Business Address: _____

Phone No: _____ Fax No: _____

A JOINT VENTURE

(Business Name)

By: _____
(Signature)

(Print Name)

(Address)

By: _____
(Signature)

(Print Name)

(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above).

The full names; business addresses; business and emergency telephone numbers of persons and firms interested in the foregoing bid, as principals, are as follows:

(If Corporation, President, Secretary, and Treasurer Identification)

MANDATORY SUBMITTAL CHECKLIST
(Submit this checklist with bid.)

- ☐ 1. The required Bid Security
- ☐ 2. W-9 Tax Payers Identification form
- ☐ 3. Public Entities Crimes Statement
- ☐ 4. Trench Safety Affidavit
- ☐ 5. Copy of Contractor's License or Underground Utility Contractor's License
- ☐ 6. Authorization to do business in the State of Florida or Bidder's covenant in writing to obtain such authority prior to award of the contract (per Article 13)
- ☐ 7. Bidder Qualifications and Information
- ☐ 8. Subcontractor Qualification and Information
- ☐ 9. Bidder Reference Projects Information: Submit the information on the form below for each of the three (3) projects substantiating similarity to this project.
- ☐ 10. Subcontractor Reference Projects Information: Submit the information on the form below for each of the three (3) projects substantiating similarity to this project.
- ☐ 11. Product Specifications
- ☐ 12. Documentation of good faith efforts to utilize MBE/WBEs on this project.
- ☐ 13. Current workload (project) commitments
- ☐ 14. Financial Statement (THIS INFORMATION MUST BE SUBMITTED IN A SEPARATE ENVELOPE WITH "FINANCIAL INFORMATION" WRITTEN ON THE OUTSIDE. Per Florida Statutes this information is exempt from public information requests.) or a letter from the bidder's surety showing sufficient bonding capacity for this project.
- ☐ 15. Part C only: OSHA Logs
- ☐ 16. Part C only: Project Performance
- ☐ 17. Part C only: CIPP Lining Installer Performance
- ☐ 18. Part C only: Cleaning Contractor Performance
- ☐ 19. Part C only: CIPP Lining Lateral Installer Performance

Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

We (_____) certify
that we submitted the required documents as checked above.

Bidder's Signature

Date

00300-14

CONTRACTOR/SUB-CONTRACTOR PROJECT REFERENCES

Please provide as references, the project description and client reference information of at least three (3) clients you have served in the last two (2) years.

a. Project Name: _____

b. Project Location (city, state): _____

c. Brief description of project substantiating similarity to this project: _____

d. Date of completion of project: _____

e. Owner's Name: _____

f. Owner's Project Manager Name: _____

Phone: _____ Cell: _____

Email: _____

g. Engineer's Project Manager Name: _____

Phone: _____ Cell: _____

Email: _____

SECTION 00400

BID BOND

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned, _____
_____ as Principal, and _____
_____ as Surety, are hereby held and firmly
bound unto Clay County Utility Authority as OWNER in the penal sum of _____
_____ for payment of which, well and truly
to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this _____ day of _____, 20__

The Condition of the above obligation is such that whereas the Principal has submitted to Clay County Utility Authority a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing for the Sewer, Wetwell and Manhole Rehabilitation Services Continuing Contract, Clay County Utility Authority Bid No. 18/19-A7.

NOW, THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety of all and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

BY: _____

Principal

Surety

Attorney-in-Fact

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

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

1. This sworn statement is submitted to _____
(print name of public entity)
By _____
(print individual's name and title)
whose business address is _____
And (if applicable) its Federal Employer Identification Number (FEIN) is _____
(If the entity has no FEIN, include Social Security Number of the individual signing this
sworn statement:
2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1) (G), Florida
Statutes means a violation of any state or federal law by a person with respect to and
directly related to the transaction of business with any public entity or with an agency or
political subdivision of any other state or of the United States, including, but not limited
to, any bid or contract for goods or services to be provided to any public entity or an
agency or political subdivision of any other state or of the United States and involving
antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material
misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1) (B),
Florida Statutes means finding of guilt or a conviction of public entity crime, with or
without an adjudication of guilt, in any federal or state trial court of record relating to
charges brought by indictment, or information after July 1, 1989, as a result of jury
verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133 (1) (A), Florida Statutes,
means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of
the entity and who has been convicted of a public entity crime. The term "affiliate"
includes those officers, directors, executives, partners, shareholders, employees,
members, and agents who are active in the management of an affiliate. The ownership
by one person of shares constituting a controlling interest in another person, or a pooling
of equipment or income among persons when not for fair market value under an arm's
length agreement, shall be prima facie case that one person controls another person. A
person who knowingly enters into a joint venture with a person who has been convicted
of a public entity crime in Florida during the preceding 36 months shall be considered an
affiliate.
5. I understand that a "person" as defined in Paragraph 287.133 (1) (E), Florida Statutes,
means any natural person or entity organized under the laws of any state or of the United
States with the legal power to enter into a binding contract and which aids or applies to
bid on contracts for the provision of goods or services led by a public entity, or which
otherwise transacts or applies to transact business with a public entity. The term "person"

00420-1

includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

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

(signature)

(date)

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority _____
who after first being sworn by me, affixed his/her _____ (name of individual signing)
signature in the space provided above on this _____ day of _____, 20__.

My commission expires: _____

NOTARY PUBLIC

SECTION 00425

W-9 Form

(See next page for W-9 Form)

00425-1

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

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.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code	
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										
				-						

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►
------------------	-----------------------------------	---------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

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.

SECTION 00430

TRENCH SAFETY AFFIDAVIT

Trench excavations on Projects authorized under this Contract are expected to be in excess of 5 feet deep. The Occupational Safety and Health Administration excavation safety standards, 29 CFR 1926.650 Subpart P trench safety standards will be in effect during the period of construction of the Project.

Bidder acknowledges that included in the Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of FL) effective October 1, 1990, and hereby gives assurance that, if awarded the Contract, the Contractor or Subcontractor performing trench excavation work on the Project will comply with the applicable trench safety standards. The Bidder further identifies the costs as follows:

Trench Safety Item (Description)	Unit Quantity	Units of Measure (LF,SY)	Unit Cost	Extended Cost
--	------------------	--------------------------------	--------------	------------------

BASE BID ITEMS:

A. _____	_____	_____	_____	_____
B. _____	_____	_____	_____	_____
C. _____	_____	_____	_____	_____

ALTERNATE NO. 1 ITEMS:

_____	_____	_____	_____	_____
			TOTAL \$	_____

FAILURE TO COMPLETE THE ABOVE SHALL RESULT IN THE BID BEING DECLARED NON-RESPONSIVE.

COMPANY NAME: _____

DATE: _____

BY: _____

SECTION 00500

STANDARD FORM OF AGREEMENT

BETWEEN OWNER AND CONTRACTOR
ON THE BASIS OF A STIPULATED PRICE

THIS AGREEMENT is by and between CLAY COUNTY UTILITY AUTHORITY
(owner)
and _____
(Contractor)

Owner and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

ARTICLE 1 - WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

- Continuing Contract for Sanitary Sewer, Wetwell and/or Manhole Rehabilitation

ARTICLE 2 - THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Sewer, Wetwell and Manhole Rehabilitation Services Continuing Contract
Clay County Utility Authority Bid No. 18/19-A

ARTICLE 3 - ENGINEER

3.01 The Project (s) shall be managed by **Jim French, PE** (Engineer), who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

4.01 Time of the Essence

00500-1

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract. These time limits shall be negotiated for each individual project with the Contractor and shall be binding upon execution of said purchase orders.
- B. The term of the agreement will be for a period of one (1) year with an option to extend the agreement for two (2) additional twenty-four (24) month periods upon mutual agreement of both parties. The contract may be extended beyond the 5-year period in twenty-four (24) month intervals upon mutual consent of both parties.
- C. Owner may terminate this agreement, with or without cause upon 60-day written notice to the contractor.

4.02 Substantial Completion and Final Payment

- A. The Work will be substantially completed within as provided in Paragraph 2.03 of the General Conditions and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions.

4.03 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties 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 completed 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 day that expires after the time specified in Paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$100 for each day that expires after the time specified in Paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 - CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A and 5.01.B below:

- A. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in this paragraph 5.01.A.:

As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions. Unit prices have been computed as provided in Paragraph 11.03 of the General Conditions.

- B. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

5.02 Fee Modification

With prior written approval from the Clay County Utility Authority, the Contractor shall have the ability to adjust the prices set forth in the bid/contract documents commensurate with the contractor's increased cost for materials and the change in the consumer price index. Pricing adjustments will be effective at the first date of the new contract year – no mid-term adjustments will be permitted by the Owner. Within thirty (30) days after Contractor gives notice to the Owner of a price adjustment, the Owner may request an audit for the purpose of verifying the price adjustment. In the case of a price adjustment, no adjustment will be allowed on work orders which have already been issued by the Owner to the Contractor.

In making any price adjustment proposal, the Contractor shall notify the Owner, in writing prior to the renewal of contract, the specific price adjustments requested using the following formula:

$(25\% \times \text{increase cost of materials}) + (75\% \times \text{CPI index}) = \text{Total increase on a prices on the price schedules.}$

For example, if the cost of resin increases 10% and the CPI index increases 2%, the total increase for all prices would be: $(25\% \times 10\%) + (75\% \times 2\%) = 4\%$ increase (rounded to the nearest \$0.01).

The specific consumer price index used shall be the following:

Population Coverage:	CPI-U (all urban consumers)
Area Coverage:	U.S. Owner Average
Series Title:	All items
Index Base Period:	1982-84 = 100
Reference Range:	12-month period ending 12/31 which is released in mid-January.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A. Owner shall make one progress payment per month on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 1st or 3rd Wednesday of each month during performance of the Work as provided in Paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions:
 - a. Ninety percent (90%) of the Work completed including the cost of materials and equipment stored and secured on the Site, but not incorporated in the Work (with the balance being retainage). If the Work has been fifty percent (50%) completed as determined by Engineer, the retainage shall be reduced to five percent (5%) on all subsequent payment requests. After fifty percent (50%) completion, if the character and progress of the Work have been satisfactory to Owner and Engineer, Contractor may request payment of up to one-half of the retainage held by the Owner on the entire amount of the Work completed, including the cost of materials and equipment stored and secured on the Site, but not incorporated in the Work.
2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to ninety-five percent (95%) of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less one hundred percent (100%) of Engineer's estimate of the value of the Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 Project Closeout

- A. Owner shall develop a list of items required to render complete, satisfactory, and acceptable the Work purchased by Owner. The process for the development of the list, including responsibilities of Owner and Contractor in developing and reviewing the list and a reasonable time for developing the list, are as follows:

1. For construction projects having an estimated cost of less than \$10 million, within 30 calendar days after reaching substantial completion of the Work; or
 2. For construction projects having an estimated cost of \$10 million or more, within 30 calendar days, unless otherwise extended by contract not to exceed 60 calendar days, after reaching substantial completion of the Work.
- B. If this Agreement between Owner and Contractor relates to Work covering more than one building or structure, or involves a multi-phased Project, the list shall contain items required to render complete, satisfactory, and acceptable all of the Work for each building, structure, or phase of the Project within the time limitations provided in subsection 1, above.
- C. The failure to include any corrective work or pending items not yet competed on the list developed pursuant to subsection 1 or subsection 2, above, does not alter the responsibility of the Contractor to complete all of the Work.
- D. Upon completion of all items on the list, Contractor may submit a payment request for all remaining retainage withheld by Owner pursuant to Section 255.078, Florida Statutes (2007) or any successor statute thereto. If a good faith dispute exists as to whether one or more items identified on the list have been completed pursuant to this Agreement, Owner may continue to withhold an amount not to exceed one-hundred fifty percent (150%) of the total costs to complete such items.
- E. All items of the Work that require correction under this Agreement and that are identified after the preparation and delivery of the list remain the obligation of Contractor as defined by this Agreement.
- F. Warranty items may not affect the final payment of retainage as provided in this section or as provided in this Agreement between Contractor and its subcontractors and suppliers.
- G. Retainage may not be held by Owner or Contractor to secure payment of insurance premiums under a consolidated insurance program or series of insurance policies issued to Owner or Contractor for the Project or a group of projects, and the final payment of retainage as provided in the section may not be delayed pending a final audit by Owner's or Contractor's insurance provider.
- H. If Owner fails to comply with its responsibilities to develop the list required under subsection 1 or subsection 2, above, as defined in this Agreement, within the time limitations provided in subsection 1, above, Contractor may submit a payment request for all remaining retainage withheld by Owner pursuant to Section 255.078, Florida Statutes (2007) or any successor statute thereto. Owner need not pay or process any payment request for retainage if Contractor has, in whole or in part, failed to cooperate with Owner in the development of the list or failed to perform its contractual responsibilities, if any, with regard to the development of the list or if Section 255.078 (6), Florida Statutes (2007) or any successor statute thereto applies.

6.04 Final Payment

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 - INTEREST

- 7.01 All payments due for the Work as provided in Article 14 of the General Conditions and not made within the applicable time limits shall bear interest at the rate specified in Section 255.073 (4), Florida Statutes (2007) or any successor statute thereto.

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
 - A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
 - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions. See Appendix for Geotechnical Report.
 - E. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.

- F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement.
 - 2. Performance bond.
 - 3. Payment bond.
 - 4. General Conditions.
 - 5. Supplementary Conditions.
 - 6. Specifications as listed in the Table of Contents of the Project Manual.
 - 7. Addenda.
 - 8. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid.
 - b. Documentation submitted by Contractor prior to Notice of Award.

9. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

- a. Notice to Proceed.
- b. Work Change Directives.
- c. Change Order(s).
- d. Purchase Order(s) with accompanying performance and payment bonds.
- e. Drawings.

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 - MISCELLANEOUS

10.01 Terms

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests in this Agreement will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

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10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Other Provisions

- A. WAIVER: The failure of either party to exercise any of its rights is not a waiver of those rights. A party waives only those rights specified in writing and signed by the party waiving its rights. Oral modification or rescission of this Agreement by an employee or agent of either party, shall not release either party of its obligations under this Agreement, shall not be deemed a waiver of any rights of either party to insist upon strict performance hereof, or of either party's rights or remedies under this Agreement or by law, and shall not operate as a waiver of any of the provisions hereof.

This portion of the page left intentionally blank.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in duplicate. One counterpart each has been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or identified by Owner and Contractor or on their behalf.

This Agreement will be effective on _____ (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR:

CLAY COUNTY UTILITY AUTHORITY

By: _____
Tom Morris, Executive Director

By: _____

[CORPORATE SEAL]

Attest: _____

Attest: _____

Address for giving notices:

Address for giving notices:

3176 Old Jennings Road
Middleburg, Florida 32068

License No. _____
(Where applicable)
Agent for service of process:

(If CONTRACTOR is a corporation or a
Partnership, attach evidence of authority to
sign.)

Designated Representative:

Designated Representative:

Name: Jim French, P.E.
Title: Chief Engineer
Address: 3176 Old Jennings Road
Middleburg, Florida 32068
Phone: (904) 213-2408
Facsimile: (904) 213-2469

Name: _____
Title: _____
Address: _____

Phone: _____
Facsimile: _____

SECTION 00600

PUBLIC CONSTRUCTION PERFORMANCE AND PAYMENT BOND

BY THIS BOND, We _____, as principal and _____, a Corporation, as Surety, are bound to Clay County Utility Authority, an independent special district existing under Chapter 94-491, Laws of Florida, Special Acts of 1994, herein called Owner, in the sum of \$_____, for performance, and the separate and additional sum of \$_____, for payment, for the payment of each of which we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated _____, 20__, between Principal and Owner for construction of _____, the contract being made a part of this Bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payment to all claimants, as defined in Section 255.05 (1), Florida Statutes, supplying Principal with labor, materials or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this Bond is void, otherwise it remains in full force.

This Bond is to be deemed a Statutory Bond under Section 255.05, Florida Statutes, the provisions of which are hereby incorporated by reference and made a part hereof.

All interested parties are specifically directed to the following provisions regarding time and notice limitations as set out in Section 255.05(2), Florida Statutes:

A claimant, except a laborer, who is not in privity with the Contractor and who has not received payment for his labor, materials, or supplies, shall within 45 days after beginning to furnish labor, materials, or supplies for the prosecution of work, furnish the Contractor with a notice that he intends to look to the Bond for protection. A claimant who is not in privity with the Contractor and who has not received payment for his labor, materials or supplies shall, within 90 days after performance of the labor or after complete delivery of the materials or supplies or, with respect to rental equipment,

00600-1

within 90 days after the date that the rental equipment was last on the job site available for use, deliver to the Contractor and to the Surety written notice of the performance of the labor or delivery of the materials or supplies and of the nonpayment. No action for labor, materials, or supplies may be instituted against the Contractor or the Surety unless both notices have been given. No action shall be instituted against the Contractor or the Surety on the Payment Bond or the payment provisions of a combined Payment and Performance Bond after one (1) year from the performance of the labor or completion of delivery of the materials or supplies.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this Bond.

Dated On: _____

Principal's Address:

Surety's Address:

Project Description and Location:

Sewer, Wetwell and Manhole Rehabilitation Services Continuing Contract
Clay County Utility Authority
CCUA Bid. No. 18/19-A7

(Principal)
By: _____

(Surety)

By: _____
(Attorney-in-Fact)

END OF SECTION

00600-2

**CLAY COUNTY UTILITY AUTHORITY
APPLICATION AND CERTIFICATION FOR PAYMENT**

TO OWNER: CLAY COUNTY UTILITY AUTHORITY
3176 OLD JENNINGS ROAD
MIDDLEBURG, FL 32068

APPLICATION NO.:
PERIOD TO:
BID NO.: 18/19-A7

Distribution to:
___ Owner
___ Owners Representative
___ Contractor

FROM CONTRACTOR: Contractor's Name & Address

CONTRACT FOR: Sewer, Wetwell and Manhole Rehabilitation Services Continuing Contract Bid No. 18/19-A7

CONTRACTORS APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.

1. ORIGINAL CONTRACT SUM	\$ _____
2. Net change by Change Orders	\$ _____
3. CONTRACT SUM TO DATE (LINE 1 + 2)	\$ _____
4. TOTAL COMPLETED & STORED TO DATE	\$ _____
5. RETAINAGE:	
a. _____% of Completed Work	\$ _____
b. _____% of Stored Material	\$ _____
Total Retainage (Line 5a + 5b)	\$ _____
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$ _____
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ _____
8. CURRENT PAYMENT DUE	\$ _____
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$ _____

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

Attach a Schedule of Values which includes a description of work completed along with any supporting documentation.

The undersigned Contractor certifies that to the best of the Contractors knowledge,

information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: _____ Date: _____
State of: _____ County of: _____

Subscribed and sworn to before me this _____ day of _____, 20__

Notary Public: _____

My Commission expires: _____

OWNER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Owner's Representative certifies to the Owner that to the best of their Knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ _____

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

OWNER'S REPRESENTATIVE:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

00640-1

SECTION 00650

REQUEST FOR INFORMATION (RFI)

Project: Sewer, Wetwell and Manhole Rehabilitation Services Continuing Contract

RFI No.: _____

Date: _____

Owner: CCUA

Bid No.: 18/19-A7

Project Manager: _____

Engineer: _____

Project No.: _____

Project Manager: _____

Contractor: _____

Project No.: _____

Project Manager: _____

To: _____

From: _____

Contract document reference(s): _____

Description of RFI: ☐ Information ☐ Clarification ☐ Interpretation

Request for the items [*Described Below*] / [*in the Attached*]:

Requested By: _____

Date: _____

Signature

To: _____

From: _____

Response to RFI: ☐ Information ☐ Clarification ☐ Interpretation

Response to your request [*Described Below*] / [*in the Attached*]:

Response By: _____

Date: _____

Signature

CC: _____

00650-1

SECTION 00660

CHANGE ORDER REQUEST FORM

Project: Sewer, Wetwell and Manhole Rehabilitation Services Continuing Contract

Bid No.: 18/19-A7

Change Order No.: _____

Change in Contract Times

(Days)

(Days)

Original Contract time:	Substantial Completion:	Ready for Final Payment:
Increased from previous C.O.:	Substantial Completion:	Ready for Final Payment:
Decreased from previous C.O.:	Substantial Completion:	Ready for Final Payment:
Contract time prior to this C.O.:	Substantial Completion:	Ready for Final Payment:
Increase in time on this C.O.:	Substantial Completion:	Ready for Final Payment:
Decrease in time on this C.O.:	Substantial Completion:	Ready for Final Payment:
Contract time with all approved C.O.s:	Substantial Completion:	Ready for Final Payment:

Change in Contract Price

Original Contract Price: _____
Increased from previously approved C.O.: _____
Decreased from previously approved C.O.: _____
Increase in Contract price this C.O.: _____
Decrease in Contract price this C.O.: _____
Contract price with all approved C.O.s: _____

The undersigned Contractor certifies to the best of my knowledge and belief: (1) all items and amounts shown above are correct; (2) all Work performed and Reimbursable Expenses fully comply with the terms and conditions of the Contract Documents; (3) all previous progress payments received from Clay County Utility Authority (CCUA) , on account of Work done under the Contract referred to above have been applied to discharge in full all obligations of Contractor incurred in connection with Work covered by prior Applications for Payment; (4) title to all materials and deliverables incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to the CCUA at the time of payment clear of all liens, claims, security interests and encumbrances; (5) payment is due and has not been previously requested for these amounts; (6) no markup has been applied to reimbursable expenses.

Contractor Name and Title

00660-1

SECTION 00660

CHANGE ORDER REQUEST FORM

Cost Break Down Form: (instructions: use a separate form for each individual work item)

Description	Unit	Quantity	Unit Cost	Extended Cost
Labor				\$
Materials				\$
Equipment				\$
Maintenance of Traffic				\$
Bonding				\$
General Conditions				\$
Overhead and Profit				\$
				\$
				\$
Total firm fixed cost not to exceed amount:				\$

Note: attached supporting documentation

RFI No. initiating the change: _____

Description: _____

Justification for the request: _____

State the firm fixed cost not to exceed amount in words:

Contractor Signature: _____

Date: _____

Printed Name: _____

Title: _____

00660-2

SECTION 00700

GENERAL CONDITIONS

1.01 GENERAL

- A. The GENERAL CONDITIONS for this contract are the Standard General Conditions of the Construction Contract. Document C-700, 2007 Edition, prepared by Engineers Joint Contract Documents Committee (EJCDC) and issued and published jointly by National Society of Professional Engineers (NSPE), ACEC, ASCE and CSI (EJCDC).
- B. All provisions of the GENERAL CONDITIONS of EJCDC Document C-700 not amended or supplemental herein, or in the SUPPLEMENTARY CONDITIONS, shall remain in full force and effect.

1.02 SUPPLEMENTARY CONDITIONS

- A. The provisions of the GENERAL CONDITIONS and the Modifications herein, may be further modified in the SUPPLEMENTARY CONDITIONS and in Division 1, GENERAL REQUIREMENTS.

END OF SECTION

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
A Practice Division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

Endorsed by



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1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

Associated General Contractors of America
2300 Wilson Boulevard, Suite 400, Arlington, VA 22201-3308
(703) 548-3118
www.agc.org

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.
 3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Asbestos*—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
 5. *Bid*—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 6. *Bidder*—The individual or entity who submits a Bid directly to Owner.
 7. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).
 8. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.
 9. *Change Order*—A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.
 10. *Claim*—A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.
 11. *Contract*—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*—Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
13. *Contract Price*—The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).
14. *Contract Times*—The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.
15. *Contractor*—The individual or entity with whom Owner has entered into the Agreement.
16. *Cost of the Work*—See Paragraph 11.01 for definition.
17. *Drawings*—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.
18. *Effective Date of the Agreement*—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
19. *Engineer*—The individual or entity named as such in the Agreement.
20. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.
21. *General Requirements*—Sections of Division 1 of the Specifications.
22. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.
23. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
24. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
25. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.
26. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

27. *Notice of Award*—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.
28. *Notice to Proceed*—A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.
29. *Owner*—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.
30. *PCBs*—Polychlorinated biphenyls.
31. *Petroleum*—Petroleum, including crude oil or any fraction thereof which liquid at standard conditions of temperature and pressure is (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.
32. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
33. *Project*—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
34. *Project Manual*—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.
35. *Radioactive Material*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
36. *Resident Project Representative*—The authorized representative of Engineer who may be assigned to the Site or any part thereof.
37. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
38. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.
39. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

40. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
41. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
42. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.
43. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
44. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
45. *Successful Bidder*—The Bidder submitting a responsive Bid to whom Owner makes an award.
46. *Supplementary Conditions*—That part of the Contract Documents which amends or supplements these General Conditions.
47. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.
48. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
49. *Unit Price Work*—Work to be paid for on the basis of unit prices.
50. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.
51. *Work Change Directive*—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an

addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 Terminology

A. The words and terms discussed in Paragraph 1.02.B through F are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives:*

1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. *Day:*

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective:*

1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. does not conform to the Contract Documents; or
 - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - c. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. *Furnish, Install, Perform, Provide:*

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
 3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
 4. When “furnish,” “install,” “perform,” or “provide” is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, “provide” is implied.
- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

- A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 *Before Starting Construction*

- A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:
 - 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;
 - 2. a preliminary Schedule of Submittals; and
 - 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.07 *Initial Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
 - 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on

Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.
- C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

- A. Standards, Specifications, Codes, Laws, and Regulations
 1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
 2. No provision of any such standard, specification, manual, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies:*

1. *Contractor's Review of Contract Documents Before Starting Work:* Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.
2. *Contractor's Review of Contract Documents During Performance of Work:* If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) any standard, specification, manual, or code, or (c) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:
 - a. the provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.
- B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

1. A Field Order;
2. Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 6.17.D.3); or
3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

A. Contractor and any Subcontractor or Supplier shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions; or
2. reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer.

B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

- A. Unless otherwise stated in the Supplementary Conditions, the data furnished by Owner or Engineer to Contractor, or by Contractor to Owner or Engineer, that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.
- C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
 - 1. those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site; and
 - 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
 - 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
 - 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
 - 3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed either:

1. is of such a nature as to establish that any “technical data” on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or
2. is of such a nature as to require a change in the Contract Documents; or
3. differs materially from that shown or indicated in the Contract Documents; or
4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *Engineer’s Review:* After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner’s obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer’s findings and conclusions.

C. *Possible Price and Times Adjustments:*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor’s cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and
 - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:
 - a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or
 - b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and

contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or

- c. Contractor failed to give the written notice as required by Paragraph 4.03.A.
3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, neither Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and
2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all such information and data;
 - b. locating all Underground Facilities shown or indicated in the Contract Documents;
 - c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and
 - d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated:*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the

consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.05 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

- A. *Reports and Drawings:* The Supplementary Conditions identify those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at the Site.
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
 2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

- C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.
- D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 4.06.E.
- E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.
- F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.
- G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

- H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 – BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.
- B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.
- C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

- A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also

meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

- A. Contractor shall deliver to Owner, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.
- B. Owner shall deliver to Contractor, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.
- C. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- D. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.
- E. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

5.04 *Contractor's Insurance*

- A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:
 - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
 - 2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
 - 3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
 - 4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:

- a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or
 - b. by any other person for any other reason;
 5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
 6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
- B. The policies of insurance required by this Paragraph 5.04 shall:
1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;
 2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;
 3. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;
 4. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);
 5. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and
 6. include completed operations coverage:
 - a. Such insurance shall remain in effect for two years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

- A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee;
 2. be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions.
 3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
 4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;
 5. allow for partial utilization of the Work by Owner;
 6. include testing and startup; and
 7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued.
- B. Owner shall purchase and maintain such equipment breakdown insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors,

members, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee.

- C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other loss payee to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.
- D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.
- E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under this Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

5.07 *Waiver of Rights*

- A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or loss payees thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.
- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

- A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the loss payees, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.
- B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

- A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's

interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

- A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 – CONTRACTOR’S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

6.02 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner’s written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

- B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and "Or-Equals"*

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.
 - 1. *"Or-Equal" Items:* If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that:
 - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

- 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole; and
 - 3) it has a proven record of performance and availability of responsive service.
- b. Contractor certifies that, if approved and incorporated into the Work:
- 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. *Substitute Items:*

- a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.
- b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.
- c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the General Requirements, and as Engineer may decide is appropriate under the circumstances.
- d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
 - 1) shall certify that the proposed substitute item will:
 - a) perform adequately the functions and achieve the results called for by the general design,
 - b) be similar in substance to that specified, and
 - c) be suited to the same use as that specified;
 - 2) will state:
 - a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,
 - b) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and

- c) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;
 - 3) will identify:
 - a) all variations of the proposed substitute item from that specified, and
 - b) available engineering, sales, maintenance, repair, and replacement services; and
 - 4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.
- B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.
- C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.
- D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- E. *Engineer's Cost Reimbursement:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- F. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 Concerning Subcontractors, Suppliers, and Others

- A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be

required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.

- B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.
- C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:
 - 1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor
 - 2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.
- D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.
- E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.
- F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as a loss payee on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner,

Contractor, Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

- A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.10 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas:*

- 1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.
- 2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.
- 3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought

by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.
- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

6.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
 - 1. all persons on the Site or who may be affected by the Work;
 - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and

shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
- D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- E. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- F. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is

required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

1. *Shop Drawings:*

- a. Submit number of copies specified in the General Requirements.
- b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

2. *Samples:*

- a. Submit number of Samples specified in the Specifications.
- b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.

B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Submittal Procedures:*

1. Before submitting each Shop Drawing or Sample, Contractor shall have:

- a. reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
- b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
- c. determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
- d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.
3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. Engineer's Review:

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. Resubmittal Procedures:

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.18 *Continuing the Work*

- A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on representation of Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 - 1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 - 2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
 - 1. observations by Engineer;
 - 2. recommendation by Engineer or payment by Owner of any progress or final payment;
 - 3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 - 4. use or occupancy of the Work or any part thereof by Owner;
 - 5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;
 - 6. any inspection, test, or approval by others; or
 - 7. any correction of defective Work by Owner.

6.20 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable .

- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
 - 1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
 - 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.
- B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.

- E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 – OTHER WORK AT THE SITE

7.01 *Related Work at Site*

- A. Owner may perform other work related to the Project at the Site with Owner's employees, or through other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:
1. written notice thereof will be given to Contractor prior to starting any such other work; and
 2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.
- B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.
- C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:
1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;
 2. the specific matters to be covered by such authority and responsibility will be itemized; and
 3. the extent of such authority and responsibilities will be provided.

- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 *Legal Relationships*

- A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.
- B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's wrongful actions or inactions.
- C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's wrongful action or inactions.

ARTICLE 8 – OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

8.02 *Replacement of Engineer*

- A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

8.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

- A. Owner's duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

8.06 *Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

- A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 *Limitations on Owner's Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents.

8.12 *Compliance with Safety Program*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed pursuant to Paragraph 6.13.D.

ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents.

9.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or

continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

- A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Authorized Variations in Work*

- A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

- A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

- A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.
- B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.
- C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.
- D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

9.08 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question.
- B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.
- C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.
- D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not

exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

9.10 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Engineer has been informed pursuant to Paragraph 6.13.D.

ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).
- B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.D.

10.03 *Execution of Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:
 - 1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;
 - 2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and
 - 3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

10.05 *Claims*

- A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.
- B. *Notice:* Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data

shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

- C. *Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:
1. deny the Claim in whole or in part;
 2. approve the Claim; or
 3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.
- D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.
- E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.
- F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

- A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 11.01.B, and shall include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.
2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of

said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
- e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
- f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.
- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

- 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.
- 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
- 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- 4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not

limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A.
- C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.
- D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances:*
 1. Contractor agrees that:
 - a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 - b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.
- C. *Contingency Allowance:*
 1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to

the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:
 - 1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
 - 2. there is no corresponding adjustment with respect to any other item of Work; and
 - 3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:
 - 1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or
 - 2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or
 - 3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).

C. *Contractor's Fee*: The Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or
2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;
 - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;
 - d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;
 - e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
 - f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

- A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or

neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

- B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.
- D. Owner, Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.
- E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

- A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 *Access to Work*

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

13.03 *Tests and Inspections*

- A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:
 - 1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;
 - 2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in Paragraph 13.04.C; and
 - 3. as otherwise specifically provided in the Contract Documents.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.
- E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation.
- F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

- A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.
- B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.

- C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.
- D. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

- A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).
- B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. repair such defective land or areas; or
 2. correct such defective Work; or
 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and for the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct, or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.
- C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

- A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. Applications for Payments:

- 1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an

Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. Review of Applications:

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or

- involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or
- b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
- a. to supervise, direct, or control the Work, or
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:
- a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or
 - d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. Payment Becomes Due:

- 1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. Reduction in Payment:

1. Owner may refuse to make payment of the full amount recommended by Engineer because:
 - a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;
 - b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
 - c. there are other items entitling Owner to a set-off against the amount recommended; or
 - d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.
2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor remedies the reasons for such action.
3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1 and subject to interest as provided in the Agreement.

14.03 Contractor's Warranty of Title

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 Substantial Completion

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before

final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the tentative certificate to Owner, notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will, within said 14 days, execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.

- D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.
- E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the tentative list.

14.05 *Partial Utilization*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
 - 1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 14.04.A through D for that part of the Work.
 - 2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
 - 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. *Application for Payment:*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.
2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.6;
 - b. consent of the surety, if any, to final payment;
 - c. a list of all Claims against Owner that Contractor believes are unsettled; and
 - d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. *Engineer's Review of Application and Acceptance:*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying

documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. Payment Becomes Due:

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

14.08 *Final Completion Delayed*

- A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

- A. The making and acceptance of final payment will constitute:
 1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and
 2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will justify termination for cause:
 - 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);
 - 2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;
 - 3. Contractor's repeated disregard of the authority of Engineer; or
 - 4. Contractor's violation in any substantial way of any provisions of the Contract Documents.
- B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:
 - 1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);
 - 2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere; and
 - 3. complete the Work as Owner may deem expedient.
- C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when

so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

- D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.
- E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.
- F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B and 15.02.C.

15.03 *Owner May Terminate For Convenience*

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;
 - 3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and
 - 4. reasonable expenses directly attributable to termination.
- B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days

to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.

- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

ARTICLE 16 – DISPUTE RESOLUTION

16.01 *Methods and Procedures*

- A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.
- B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.
- C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:
 - 1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions; or
 - 2. agrees with the other party to submit the Claim to another dispute resolution process; or
 - 3. gives written notice to the other party of the intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 – MISCELLANEOUS

17.01 *Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended; or
2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

- A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

17.06 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

SECTION 00800

SUPPLEMENTARY CONDITIONS TO THE GENERAL CONDITIONS

The following supplements modify, change from or add to the Standard General Conditions of the Construction Contract, EJCDC Document C-700, 2007 Edition. Where any Article of the General Conditions is modified or any Paragraph, Subparagraph or Clause thereof is modified or deleted by these supplements, the unaltered provisions shall remain in effect.

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

SC-1.01.A Add the following sentence to “27. Notice of Award”: “When requested by OWNER, the Notice of Award may be issued by the ENGINEER.”

SC-1.01.A Add the following sentence to “28. Notice to Proceed”: “When requested by OWNER, the Notice to Proceed may be issued by ENGINEER.”

SC 1.01.A Add the following new Defined Terms:

53. ARCHITECT/ENGINEER – The person, firm or corporation named as the ENGINEER in the Agreement.

54. Provide – As used in the Project Manual, means to furnish and install, complete and ready for intended use.

55. Product - As used in the Project Manual, includes materials, fabrications, systems and equipment.

ARTICLE 2 – PRELIMINARY MATTERS

SC-2.02.A In the first line, change the term “...ten...” to read “...three...”.

SC-2.03.A Delete Paragraph 2.03.A in its entirety and replace with the following:

“2.03 Commencement of Contract Times: Notice to Proceed

A. The date of commencement of the Work is the date established in a Notice to Proceed. If there is no Notice to Proceed, it shall be the date of the OWNER-CONTRACTOR Agreement or such other date as may be established therein.”

SC-2.05.A Add the following new subparagraphs to paragraph 2.05A:

“4. CONTRACTOR shall perform no portion of the Work at any time without Contract Documents or, where specified, approved Shop Drawings for such portion of the Work.

5. By executing the Contract, CONTRACTOR represents that he has visited the site, familiarized himself with the local conditions under which the Work is to be performed, and correlated his observations with the requirements of the Contract Documents.”

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

SC-3.01.B Add the following sentence to Paragraph 3.01B: “CONTRACTOR shall be responsible for the construction and coordination of the parts of the Project, and all systems provided shall be completely compatible and fully functional without additional cost to OWNER.”

SC-3.02.A. Add the following new subparagraph to paragraph 3.02.A:

“3. Sections of Division One - General Requirements govern the execution of all sections of the Specifications.”

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; REFERENCED POINTS

SC-4.06 Delete Paragraphs 4.06.A and 4.06.B in their entirety and insert the following:

“A. No reports on drawings related to Hazardous Environmental Conditions are known to Owner.

B. Not Used.”

ARTICLE 5 - BONDS AND INSURANCE

SC-5.04.A In the first line of Paragraph 5.04.A, following the word” ...maintain...”, insert the words, “...in a company or companies licensed to do business in the State of Florida,...”.

SC-5.04.A. 1 Add the following to the end of the paragraph. “Contractor’s claiming a worker’s compensation statutory exemption shall not be allowed to perform work under this Agreement without a separate worker’s compensation policy;”

SC-5.04 Add the following new paragraph immediately after paragraph 5.04.B:

C. The limits of liability for the insurance required by paragraph 5.04 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

1. Worker’s Compensation, and related coverages under paragraphs 4.04.A.1 and A.2 of the General Conditions:
 - a. State Statutory

- | | | |
|----|--|----------------------|
| b. | Applicable Federal
(e.g. Longshoreman's): | Statutory |
| c. | Employer's Liability | Limits Provide Below |
2. Contractor's General Liability under paragraphs 5.04.A.3 through A.6 of the General Conditions which shall include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor:
- | | | |
|----|--|-------------|
| a. | General Aggregate | \$2,000,000 |
| b. | Products - Completed
Operations Aggregate | \$1,000,000 |
| c. | Personal and Advertising
Injury | \$1,000,000 |
| d. | Each Occurrence (Bodily
injury and Property Damage) | \$1,000,000 |
| e. | Property Damage liability insurance will
provide Explosion, Collapse and Underground
coverages where applicable. | |
| f. | Excess or Umbrella Liability | |
| | 1) General Aggregate | \$1,000,000 |
| | 2) Each Occurrence | \$1,000,000 |
3. Automobile Liability under paragraph 5.04.A.6 of the General Conditions:
- | | | |
|----|--|--------------|
| a. | Combined Single
Limit per occurrence of | \$ 1,000,000 |
|----|--|--------------|
4. The Contractual Liability coverage required by paragraph 5.04.B.4 of the General Conditions shall provide coverage for not less than the following amounts:

6. Environmental Pollution Liability
Bodily injury, Property Damage and
Cleanup cost.

5.05 Contractor's Liability Insurance

- SC-5.06.A Delete Paragraph 5.06.A in its entirety and insert the following in its place:

2. be written on a Builder's Risk "all-risk" open peril or special causes of loss policy form that shall at least include insurance for physical loss and damage to the Work, temporary buildings, falsework, and materials and equipment in transit and shall insure against at least the following perils or causes of loss, fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, wind, water damage, and such other perils or causes of loss as may be specifically required by the Supplementary Conditions.

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by OWNER prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by ENGINEER; and
5. allow for partial utilization of the Work by OWNER;
6. including testing and startup; and
7. be maintained in effect until final payment is made unless otherwise agreed to in writing by OWNER, CONTRACTOR and ENGINEER with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

B. CONTRACTOR shall be responsible for any deductible or self-insured retention.

C. The policies of insurance required to be purchased and maintained by CONTRACTOR in accordance with this paragraph SC-5.06 shall comply with the requirements of paragraph 5.06.C of the General Conditions.

SC-5.06.B Delete paragraph 5.06.B in its entirety and insert in its place:

B. Contractor shall be responsible for any deductibles or self-insured certificates.

SC-5.06.C Delete and replace the policies of insurance required to be purchased and maintained by the Contractor, in accordance with this paragraph SC-5.06 shall comply with the requirements of paragraphs in 5.06C of the general conditions.

SC-5.06.E Delete Paragraph 5.06 E and replace with the following:

E. Environmental Pollution Liability Insurance: Shall be maintained by the Contractor for sudden and gradual occurrences arising out of the work being performed by or on behalf of the Contractor under this Contract. Coverage shall include but not be limited to, all hazardous materials identified under said Contract. Coverage shall respond to claims for pollution condition resulting in bodily injury and property damage to others and for clean-up costs. The extended claims reporting period following completion of the task, shall no be less than thirty-six (36) months. Deductible applicable subject to the written approval of the Owner and shall be the responsibility of the Contractor. The limit of coverage shall not be less than:

Bodily Injury, Property Damage and Clean Up Costs	<u>\$1,000,000.00</u>	Each
	Occurrence	

ARTICLE 6 - CONTRACTORS'S RESPONSIBILITIES

SC-6.03.B Add the following after Paragraph 6.03.B: "The use of asbestos or asbestos-based fiber materials is prohibited in this Project."

SC-6.06. Add the following sentence at the end of paragraph 6.06.G:

"H. OWNER or ENGINEER may furnish to any such Subcontractor, Supplier, or other individuals or entity, to the extent practicable, information about amounts paid to CONTRACTOR on account of Work performed for CONTRACTOR by a particular Subcontractor, Supplier, or other individual or entity."

SC-6.13 Add the following new paragraph:

"C. The Occupational Safety and Health Administration excavation safety standards, 29 CFR 1926.650 Subpart P trench safety standards are in effect during the period of construction of the Project. In compliance with current State of Florida statutes, the Contractor or subcontractor performing trench excavation work on the Project shall comply with the applicable trench safety standards."

SC-6.13 Add the following new paragraph at the end of paragraph 6.13 D:

"E. All Contractors or Entities performing or furnishing any work for Clay County Utility Authority ("CCUA") must carry Workers' Compensation insurance coverage for themselves and for any employees, independent contractors, and/or other individuals who perform work on the project under the supervision of the Contractor or Entity. All those providing work shall furnish CCUA with evidence, which shall be in form and content satisfactory to CCUA, of current Workers' Compensation insurance coverage secured by the Contractor or Entity for themselves and employees, independent contractors, and/or any other individuals performing or furnishing any of the work on the project before any Contractor or Entity, employees, independent contractors and/or any other individuals begin work on the project."

SC-6.17 Add the following new paragraphs immediately after Paragraph 6.17.E:

"F. Contractor shall furnish required submittals with sufficient information and accuracy in order to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing subsequent submittals of Shop Drawings, samples or other items requiring approval and Contractor shall reimburse Owner for Engineer's charges for such time.

G. In the event that Contractor requests a substitution for a previously approved item, Contractor shall reimburse Owner for Engineer's charges for such time unless the need for such substitution is beyond the control of Contractor."

SC-6.20 Add the following new Paragraph:

“D. In conformance with the requirements of Section 725.06, Florida Statutes, the specific considerations for CONTRACTOR’s promises are:

1. One dollar (\$1.00) in hand paid by OWNER, ENGINEER, and ENGINEER’s employees to CONTRACTOR, receipt whereof is hereby acknowledged and the adequacy of which CONTRACTOR accepts as completely fulfilling the obligations of OWNER, ENGINEER, and ENGINEER’s employees under the requirements of Section 725.06, Florida Statutes, and;
2. The entry of OWNER and CONTRACTOR into the construction contract because, but for CONTRACTOR’s promises as contained in the General Conditions, OWNER would not have entered into the construction contract with CONTRACTOR.”

ARTICLE 7 - OTHER WORK AT THE SITE

SC-7.04 Add the following new paragraph immediately after paragraph GC-7.03:

SC-7.04 Claims Between Contractors

“A. Should Contractor cause damage to the work or property of any other contractor at the Site, or should any claim arising out of Contractor’s performance of the Work at the Site be made by any other contractor against Contractor, Owner, Engineer, or the construction coordinator, Contractor shall promptly attempt to settle with such other contractor by agreement, or to otherwise resolve the dispute by non-binding mediation or at law.

B. Contractor shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner, Engineer, the construction coordinator and the officers, directors, partners, employees, agents and other consultants and subcontractors of each and any of them from and against all claims, costs, losses and damages (including, but not limited to, fees and charges of engineers, architects, attorneys, and other professionals and court and arbitration costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any other contractor against Owner, Engineer, Engineer’s Consultants, or the construction coordinator to the extent said claim is based on or arises out of Contractor’s performance of the Work. Should another contractor cause damage to the Work or property of Contractor or should the performance of work by any other contractor at the Site give rise to any other Claim, Contractor shall not institute any action, legal or equitable, against Owner, Engineer, or the construction coordinator or permit any action against any of them to be maintained and continued in its name or for its benefit in any court or before any arbiter which seeks to impose liability on or to recover damages from Owner, Engineer, or the construction coordinator on account of any such damage or Claim.

C. If Contractor is delayed at any time in performing or furnishing Work by any act or neglect of another contractor, and Owner and Contractor are unable to agree as to the extent of any adjustment in Contract Times attributable thereto, Contractor may make a Claim for an extension of times in accordance with Article 12. An extension of the Contract Times shall be Contractor's exclusive remedy with respect to Owner, Engineer, and construction coordinator for any delay, disruption, interference, or hindrance caused by any other contractor. This paragraph does not prevent recovery from Owner, Engineer, or construction coordinator for activities that are their respective responsibilities."

ARTICLE 8 – OWNER'S RESPONSIBILITIES

SC-8.01.A Add the following to the end of the sentence, "or Owner's Representative.

ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

SC-12.01.B Add the following paragraph after Paragraph 12.01.B.3:

"4. where the work involved is covered by unit prices and the volume of work exceeds one hundred fifty percent (150%) of the quantity shown in the Bid Form or Approved Schedule of Values, the Owner reserves the right to renegotiate a better unit price. Or,

5. where the work involved is Lump Sum in the Contract Documents and the estimated quantity contained in the Bid Form is less than one hundred thirty percent (130%) of the actual quantities involved shall be considered included in the Contractor's Lump Sum price. Substantial differences from the estimated quantities to actual quantities are defined as greater than 130%, and the Owner reserves the right to renegotiate a better unit price, by mutually agreed Lump Sum (which may include a reasonable allowance for O&P not necessarily in accordance with Paragraph 12..01.C.2)."

ARTICLE 13 – TESTS AND INSPECTIONS, CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

SC-13.07.A Delete first sentence and replace with the following:

A. If within two (2) years after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions.

SC-13.09 Add the following Paragraph 13.09.E.:

If at any time during the construction, the OWNER deems that work are to be unsafe and after proper notification to the CONTRACTOR of the unsafe conditions, the CONTRACTOR fails to take within 24 hours the necessary precautions to rectify the unsafe conditions to the satisfaction of the OWNER, the OWNER may correct the unsafe conditions by whatever means the OWNER deems appropriate. The cost for correction of unsafe conditions shall be paid by the CONTRACTOR and any additional work the may result from the OWNER's actions needed to continue work on the project.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

SC-14.02.C.1 In the first line of Paragraph 14.02.C.1, change "Ten days..."to read "Forty-five days...".

ARTICLE 16 - DISPUTE RESOLUTION

SC-16.01 Delete Paragraph 16.01.C in its entirety and insert the following in its place:

"C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:

1. gives to the other party written notice of intent to submit the Claim to a court of competent jurisdiction, or
2. agrees with the other party to submit the Claim to another dispute resolution process.

SC-16.01.D Add the following new paragraph immediately after Paragraph SC-16.01.C.

D. Notwithstanding any applicable statute of limitations, a party giving notice under Paragraph SC-16.01.C.1 shall commence an action on the Claim within one year of giving such notice. Failure to do so shall result in the Claim being time-barred and Engineer's action or denial shall become final and binding."

END OF SECTION

SECTION 00900

ADDENDA AND MODIFICATIONS

Bidding addenda and/or modifications issued prior to signing of the construction agreement are to be attached hereto.

END OF SECTION

SECTION 01010

SUMMARY OF WORK

PART 1 – GENERAL

1.1 Location of Work: **Sewer, Wetwell and Manhole Rehabilitation Services Continuing Contract**

- Various locations in Clay County, Florida.

1.2 Description of Work: The work consists of furnishing all labor, materials and equipment necessary to complete the following:

- This Project is a five (5) year continuing contract for work that consists of furnishing all labor, materials and equipment necessary to rehabilitate sanitary sewers, manholes and/or wetwells. Owner shall furnish construction plans to identify the work for which purchase orders will be issued.

1.3 Contractor's Duties: Except as specifically noted, the Contractor shall provide and pay for the following:

- A. All labor, materials, and equipment.
- B. Tools, construction equipment, and machinery.
- C. Utilities required for construction.
- D. Temporary portable bathrooms, and other services and facilities necessary for the proper execution of work completion including incidental items not detailed or called for, but which are required for the proper completion of the project.
- E. All legally required sales, consumer, and use taxes.
- F. All applicable permits, government fees, and licenses.
- G. Survey services for construction layout and record drawings.
- H. All required testing and clearances for placing into service.

1.4 Contractor Shall Also Be Required to Perform the Following:

- A. Comply with all codes, ordinances, rules, regulations, orders and other legal requirements of public authorities which bear on the performance of work.

- B. Promptly submit written notice to the Engineer of observed variances of Contract Documents from legal requirements; it is not the Contractors responsibility to make certain drawings and specifications comply with codes and regulations.
- C. Enforce strict discipline and good order among employees. Do not employ unfit persons or those not skilled in assigned tasks.
- D. Provide and submit a Construction Work Plan, Critical Path Schedule and Quality Control Plan to the Owner.

1.5 Work Sequence:

- A. Coordinate with Owner.
- B. Contractors Critical Path construction schedule will be subject to acceptance by the Engineer and updated on a monthly basis.
- C. Notify Engineer and Owner 96 hours (minimum) in advance of removing any facility from service, permanently or temporarily. Removal from service of any facility shall be pre-approved by Owner.

1.6 Contractors Use of the Premises:

- A. Do not unreasonably encumber sites with materials or equipment.
- B. Assume full responsibility for protection and safekeeping of products stored on premises.
- C. Move any stored products interfering with the Owner's operations.

END OF SECTION

SECTION 01025

MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.1 SECTION INCLUDES:

Administrative and procedural requirements for determining Work completed under unit price contract.

1.2 GENERAL REQUIREMENTS

- A. Unit prices shall include the providing of all cost required for the complete construction of the specified unit of work including cost of installation labor, including social security, insurance, and other required fringe benefits, workman's compensation insurance; rental or purchase of equipment and machinery; taxes; testing; surveys; temporary storage site and other incidental expenses; and supervision.
- B. The Owner reserves the right to reject the Contractor's measurement of completed work that involves use of established unit prices, and to have this Work measured by an independent surveyor acceptable to the Contractor at the Owner's expense.
- C. Contract Sum adjustments will be by Change Order on basis of net accumulative change for each unit price category.
 - 1. Except as otherwise specified, unit prices shall apply to both deductive and additive variations of quantities.
 - 2. Unit prices in the Agreement (or the most recent Change Order adjust said unit prices) shall remain in effect until date of final completion of the entire Work for each purchase order.
- D. Unit Price Abbreviations:
 - 1. AC – Acre
 - 2. CY – Cubic Yards
 - 3. EA – Each
 - 4. GA – Gallons
 - 5. LB - Pounds
 - 6. LF – Linear Feet
 - 7. LS – Lump Sum

8. MI – Miles
9. SF – Square Feet
10. SY - Square Yards
11. TN – Tons
12. VF – Vertical Feet.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 MEASUREMENT

- A. Part A – Treatment Plant Wetwell Rehabilitation: Surface area for Surface Preparation and Material Installation will be measured on the exposed interior of the wetwell that receives treatment. The work shall include mobilization and all activity performed to complete the project. Bypass pumping and equipment removal will be performed by others.
- B. Part B - Manhole or Lift Station Wetwell Rehabilitation
 1. Clean and Coat New/Old Sanitary Sewer Manhole (4 or 5-foot diameter): Measure vertical feet from the top of the manhole cast iron frame to the bottom of the lowest invert and from the top of wetwell to the top of the bottom floor at its lowest spot.
 2. Clean and Coat Existing Wetwell: Measure square feet as the surface area of the interior of the wetwell that receives treatment.
 3. Interior Manhole Coating/Lining Repair: Measure square feet as the surface area of the interior of the manhole that receives treatment.
 4. Adjust manhole frame and cover (adjustment rings not to exceed 12"): Count each adjustment ring.
 5. Adjust manhole frame and cover with cone or riser section (Each additional foot over initial 12"): Measure vertical feet for cone or riser section installed.
 6. Replace frame & cover (24" or 36"): Count each replaced.
 7. Invert replacement: Count each replaced.
 8. Inside drop System 4"-8" or 10"-12": Count each replaced.
 9. Stop Leak Repair (no lining): Count each manhole repaired.

10. Maintenance of Traffic: Traffic Control shall be based on the Florida Department of Transportation (FDOT) Maintenance of Traffic Standard indices required by Clay County of FDOT to be utilized for each particular Purchase Order.
11. Emergency Response Mobilization: Payment shall be for mobilization costs performed within 24 hours of request. All other components of the project shall be measured per appropriate line item.
12. Construction Video and Photographs: Count per each Purchase Order.

C. Part C - Sanitary Sewer Rehabilitation – Cured-in-Place Pipe (CIPP)

1. Sanitary Sewer Line Cleaning and Inspection
 - a. Light Cleaning, Tuberculation Cleaning and Root Removal: Measure the linear footage from the center of the upstream manhole to the center of the downstream manhole.
 - b. CCTV Pipe Inspection: Television inspection shall be the linear footage measures from the center of the upstream manhole to the center of the downstream manhole of pipe of each size diameter recorded. Pay item is for main line only, lateral payment is included in lateral rehabilitation pay item.
 - c. Clean & CCTV Inspection – Sewer Lateral: Payment for cleaning and CCTV of a lateral when no lining is performed.
 - i. Length 0 to 40 feet – per each lateral
 - ii. Length over 40 feet – per linear foot.
2. Sanitary Sewer Rehabilitation
 - a. CIPP Lining – Measure the linear footage from the center of the upstream manhole to the center of the downstream manhole.
 - b. Sectional CIPP Lining – Count each instance of installation.
 - c. Lateral CIPP Lining – Count each instance of installation.
 - d. Cleanout Installation – Count each instance of installation.
 - e. Site Restoration – Measure per the square footage of restoration.
3. Dewatering: Measure per linear foot of affected area dewatered.
4. Erosion and Sediment Control: Measure per linear foot of installed control measures.
5. Tanker Trucks: Cost shall be based on the daily rate (8 hours) for one tanker truck.

6. Maintenance of Traffic: Traffic Control shall be based on the Florida Department of Transportation (FDOT) Maintenance of Traffic Standard indices required by Clay County of FDOT to be utilized for each particular Purchase Order.
7. Emergency Response Mobilization: Payment shall be for mobilization costs performed within 24 hours of request. All other components of the project shall be measured per appropriate line item.
8. Construction Video and Photographs: Count per each Purchase Order.

3.2 PAYMENT

- A. Payment will be made at the respective contract unit prices for each item shown in the Agreement, installed and accepted, which price and payment shall constitute full compensation for performing all Work in connection therewith and incidental thereto.
 1. No separate payment will be made for the preparation of the final video log(s) of the completed project.
 2. Partial payment for each work order shall be made for initial cleaning and televising at the Contract unit pricing.
 3. No partial payment shall be made for CIP pipelines or manholes/wetwells until the tests are approved by the Owner. Generally, completion of the pipeline or manhole/wetwell lining system and testing shall constitute 75% completion.
 4. Prior to substantial completion being issued the CIPP or manhole/wetwell must be inspected and tested, video logs provided, and all services or drop pipes re-connected. This shall constitute 90 completion.
 5. The rehabilitation shall be considered 100% complete and ready for final payment when the work for each of the above 2 items are complete along with the final video log(s) and the site restoration and clean-up are complete. Payment shall be made based on the final quantities of each rehabilitation method installed and approved at the Contract unit pricing.
- B. Except for Emergency Response Mobilization, separate payment will not be made for mobilization, demobilization, re-mobilization or by-pass pumping. The cost for these items shall be included in the unit pricing for the pay items listed in the bid form.

3.3 PROTECTION

- A. Where pavement, trees, shrubbery, fences or other property or surface structures not designated as pay items have been damaged, removed or disturbed by the Contractor, whether deliberately or through failure to carry out the requirements of the Contract Documents, state laws, municipal ordinances or the specific direction of the Owner, or through failure to employ usual and reasonable safeguards, such property and surface structures shall be replaced or repaired at the expense of the Contractor to a condition equal to that before work began within a time frame approved by the Owner.

END OF SECTION

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SECTION 01027

APPLICATIONS FOR PAYMENT

PART 1 - GENERAL

1.1 SECTION INCLUDES:

Administrative and procedural requirements governing the Contractor's Applications for Payment.

1.2 SCHEDULE OF VALUES

A. Coordination: Coordinate preparation of the Schedule of Values with preparation of the Contractor's Construction Schedule.

1. Correlate line items in the Schedule of Values with other required administrative schedules and forms, including:
 - a. Contractor's Construction Schedule.
 - b. Application for Payment forms, including Continuation Sheets.
 - c. List of subcontractors.
 - d. Schedule of allowances.
 - e. List of products.
 - f. List of principal suppliers.

B. Format and Content:

1. Provide separate line items on the Schedule of Values for initial cost of the materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
2. Unit-Cost Allowances: Show the line-item value of unit-cost allowances, as a product of the unit cost, multiplied by the measured quantity. Estimate quantities from the best indication in the Contract Documents. Use a separate line for each pay item.
3. Schedule Updating: Update and resubmit the Schedule of Values and Drawdown Schedules prior to the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum. Update Schedules when Change Orders or Construction Changes directive result in change in contract duration prior to the next application for Payment.

1.3 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by the Owner's Representative and paid for by the Owner. The initial Application for Payment, the Application for Payment at time of Substantial Completion, and the final Application for Payment involve additional requirements.
- B. Payment-Application Times: The date for each progress payment is the 15th day of each month. The period covered by each Application for Payment starts on the day following the end of the preceding period and ends 15 days prior to the date for each progress payment.
- C. Payment-Application Forms: Use forms provided by the Owner for Applications for Payment. Same copies are included in Section 00640.
- D. Application Preparation: Complete every entry on the form. Include notarization and execution by a person authorized to sign legal documents on behalf of the Contractor. The Owner will return incomplete applications without action.
 - 1. Entries shall match data on the Schedule of Values and the Contractor's Construction Schedule. Use updated schedules if revisions were made.
 - 2. Include amounts of Change Orders and Construction Change Directives issued prior to the last day of the construction period covered by the application.
- E. Transmittal: Submit three (3) signed and notarized original copies of each Application for Payment to the Owner by a method ensuring receipt within 24 hours. One copy shall be complete, including waivers of lien and similar attachments, when required.
- F. Waivers of Mechanics Lien: With each Application for Payment, submit waivers of mechanics liens from subcontractors, sub-subcontractors, vendors, and suppliers for the construction period covered by the previous application.
 - 1. Submit partial waivers on each item for the amount requested, prior to deduction for retainage, on each item.
 - 2. When an application shows completion of an item, submit final or full waivers for such items.
 - 3. Waiver Forms: Submit waivers of lien on forms which comply with State statutes, and executed in a manner, acceptable to the Owner.

- G. Initial Application for Payment: Administrative actions and submittals, that must precede or coincide with submittal of the first Application for Payment, include the following:
1. List of subcontractors.
 2. List of principal suppliers and fabricators.
 3. Schedule of Values.
 4. Contractor's Construction Schedule (preliminary if not final).
 5. Schedule of principal products.
 6. Schedule of unit prices.
 7. List of Contractor's staff assignments.
 8. List of Contractor's principal consultants.
 9. Copies of building permits.
 10. Copies of authorizations and licenses from governing authorities for performance of the Work.
 11. Initial progress report.
 12. Report of preconstruction meeting.
 13. Certificates of insurance and insurance policies.
 14. Performance and payment bonds.
 15. Data needed to acquire the Owner's insurance.
 16. Initial settlement survey and damage report, if required.
- H. Application for Payment at Substantial Completion: Following issuance of the Certificate of Substantial Completion, submit an Application for Payment.
1. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.

2. Administrative actions and submittals that shall precede or coincide with this application include:
 - a. Warranties (guarantees) and maintenance agreements.
 - b. Test/adjust/balance records.
 - c. Maintenance instructions.
 - d. Final cleaning.
 - e. Final progress photographs.
 - f. List of incomplete Work, recognized as exceptions to Owner's Acceptance of Substantial Completion.
- I. Final Payment Application: Administrative actions and submittals that must precede or coincide with submittal of the final Application for Payment include the following:
 1. Completion of Project closeout requirements.
 2. Completion of items specified for completion after Substantial Completion.
 3. Ensure that unsettled claims will be settled.
 4. Ensure that incomplete Work is not accepted and will be completed without undue delay.
 5. Transmittal of required Project construction records to the Owner.
 6. Proof that taxes, fees, and similar obligations were paid.
 7. Removal of temporary facilities and services.
 8. Removal of surplus materials, rubbish, and similar elements.
 9. Change of door locks to Owner's access.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION

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SECTION 01060

REGULATORY REQUIREMENTS

PART 1 - GENERAL

1.1 Related Documents:

The general provisions of the Contract, including General and Supplementary Conditions apply to the work specified in this section.

1.2 Specified Codes:

- A. The design of the work is based on the requirements of the latest edition of the Florida Building Code, National Electric Code and National Fire Protection Association Requirements, whichever is most stringent.
- B. The site work is based on the latest edition of the Florida Department of Transportation, Standard Specifications for Road and Bridge Construction, hereinafter referred to as the Florida DOT Specifications or DOT Spec.
- C. The Contractor shall ensure the work complies to the aforementioned codes and regulations as they apply to the project whether or not specifically referenced elsewhere.

1.3 Reference Standards:

- A. Except as otherwise required by Paragraph 1.2 all products and workmanship shall conform to best quality materials and practices recognized by agencies, associations, councils, etc., specified in individual sections.
- B. In the absence of specified agencies, associations, councils, etc., the Contractor shall conform to the requirements of the most widely recognized standards for each particular portion of the work.

1.4 Permits:

Determination of necessity and/or application for and receipt of the following permits will be required of the Contractor, unless otherwise noted. The Contractor shall comply with all provisions of these permits. No work shall commence until all required permits are in hand.

- A. The Contractor shall secure any and all permits as required by SJRWMD for dewatering activities to occur at the job sites.
- B. Owner shall obtain and the Contractor shall perform and comply with the requirements or Rights-of-Way all work-related activities in accordance with the requirements of the Authority's FDOT and /or Clay County Use Permits for this project where applicable.

- C. Contractor shall secure any and all NPDES – Generic Permit for the Discharge of Produced Groundwater from any Non-Contaminated Site Activity. Contact Florida Department of Environmental Protection (FDEP), Northeast District.
- D. Owner shall obtain and the Contractor shall conform to the requirements of the FDEP potable water and/or wastewater collection/transmission permit(s) and shall be responsible for installing and testing mains to achieve clearance under this permit, where applicable. Permit documents shall be provided with each purchase order. Installation of the pipelines shall be done so as to allow Owner to meet the requirements and stipulations of this permit.

1.05 EASEMENTS: Where, the Clay County Utility Authority has entered into an agreement with the landowners to grant unobstructed right-of-way and easement rights along the pipeline route, the terms and conditions of these easements shall be followed explicitly by the Contractor. Copies of these Agreements for Grant of Easement will be made available from the Authority and the Contractor shall familiarize himself with the terms and conditions and shall comply with all provisions during construction.

END OF SECTION

SECTION 01300

SUBMITTALS

PART 1 - GENERAL

1.1 Section Includes

- A. Administrative and procedural requirements for submittals required for performance of the Work, including the following:
 - 1. Contractor's construction schedule using the Critical Path Method (CPM)
 - 2. Shop Drawings.
 - 3. Product Data.
 - 4. Samples.
 - 5. Quality assurance submittals.

1.2 Definitions

- A. Coordination Drawings show the relationship and integration of different construction elements that require careful coordination during fabrication or installation to fit in the space provided or to function as intended.
- B. Field samples are full-size physical examples erected on-site to illustrate finishes, coatings, or finish materials. Field samples are used to establish the standard by which the Work will be judged.
- C. Mockups are full-size assemblies for review of construction, coordination, testing, or operation; they are not Samples.

1.3 Submittal Procedures

- A. Coordination: Coordinate preparation and processing of submittals with performance of construction activities. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay.
 - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.

2. Coordinate transmittal of different types of submittals for related elements of the Work so processing will not be delayed by the need to review submittals concurrently for coordination. The Owner reserves the right to withhold action on a submittal requiring coordination with other submittals until all related submittals are received.
 3. Processing: To avoid the need to delay installation as a result of the time required to process submittals, allow sufficient time for submittal review, including time for resubmittals.
 - a. Allow 15 working days for initial review. Allow additional time if the Owner must delay processing to permit coordination with subsequent submittals.
 - b. If an intermediate submittal is necessary, process the same as the initial submittal.
 - c. Allow 15 working days for reprocessing each submittal.
 - d. No extension of Contract Time will be authorized because of failure to transmit submittals to the Owner sufficiently in advance of the Work to permit processing.
- B. Submittal Preparation: Place a permanent label or title block on each submittal for identification. Indicate the name of the entity that prepared each submittal on the label or title block.
1. Provide a space approximately 4 by 5 inches (100 by 125 mm) on the label or beside the title block on Shop Drawings to record the Contractor's review and approval markings and the action taken.
 2. Include the following information on the label for processing and recording action taken.
 - a. Project name.
 - b. Date.
 - c. Name and address of the Owner.
 - d. Name and address of the Contractor.
 - e. Name and address of the subcontractor.
 - f. Name and address of the supplier.
 - g. Name of the manufacturer.
 - h. Number and title of appropriate Specification Section.
 - i. Drawing number and detail references, as appropriate.
- C. Submittal Transmittal: Package each submittal appropriately for transmittal and handling. Transmit each submittal from the Contractor to the Owner using a transmittal form. The Owner will not accept submittals received from sources

other than the Contractor without Contractor's review and approval markings and the action taken.

- D. Provide required Product Code Certification with Shop Drawings. Submittals that do not have Product Code Certification included will be returned for resubmission.

1.4 Contractor's Construction Schedule

- A. Bar-Chart Schedule: Prepare a fully developed, horizontal bar-chart-type, contractor's construction schedule. Submit within 20 days after the date established for "Commencement of the Work."
 - 1. Provide a separate time bar for each significant construction activity. Provide a continuous vertical line to identify the first working day of each week. Use the same breakdown of units of the Work as indicated in the "Schedule of Values."
 - 2. Coordinate the Contractor's Construction Schedule with the Work Plan, (CPM) Schedule, list of subcontracts, payment requests, and other schedules.
 - 3. Identify critical paths.
- B. Phasing: On the schedule, show how requirements for phased completion to permit Work by separate Contractors and partial use by the Owner affect the sequence of Work.
- C. Distribution: Following response to the initial submittal, print and distribute copies to the Owner, Owner, subcontractors, and other parties required to comply with scheduled dates. Keep copies available at the project site. When revisions are made, distribute to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in construction activities.
- D. Schedule Updating: Revise the schedule after each meeting, event, or activity where revisions have been recognized or made. Issue the updated schedule concurrently with the report of each meeting.

1.5 Shop Drawings

- A. Submit newly prepared information drawn accurately to scale. Highlight, encircle, or otherwise indicate deviations from the Contract Documents.

1. Do not reproduce Contract Documents or copy standard information as the basis of Shop Drawings.
 2. Standard information prepared without specific reference to the Project is not a Shop Drawing.
- B. Shop Drawings include fabrication and installation Drawings, setting diagrams, schedules, patterns, templates and similar Drawings. Include the following information:
1. Dimensions.
 2. Identification of products and materials included by sheet and detail number.
 3. Compliance with specified standards.
 4. Notation of coordination requirements.
 5. Notation of dimensions established by field measurement.
 6. Do not use Shop Drawings without an appropriate final stamp indicating action taken.
- C. Submittals: Submit one reproducible and two blue-or black line print.

1.6 Product Data

- A. Collect Product Data into a single submittal for each element of construction or system. Product Data includes printed information, such as manufacturer's installation instructions, catalog cuts, standard color charts, roughing-in diagrams and templates, standard wiring diagrams, and performance curves.
1. Mark each copy to show applicable choices and options. Where printed Product Data includes information on several products that are not required, mark copies to indicate the applicable information. Product Data not so marked will be returned without review. Include the following information:
 - a. Manufacturer's printed recommendations.
 - b. Compliance with trade association standards.
 - c. Compliance with recognized testing agency standards.
 - d. Application of testing agency labels and seals.
 - e. Notation of dimensions verified by field measurement.
 - f. Notation of coordination requirements.

2. Do not submit Product Data until compliance with requirements of the Contract Documents has been confirmed.
- B. Submittals: Submit 3 copies of each required submittal; submit 4 copies where required for maintenance manuals. Submit additional copies as required by the Contractor for distribution. The Owner will retain one and will return the others marked with action taken and corrections or modifications required.
- C. Distribution: Furnish copies of final submittal to installers, subcontractors, suppliers, manufacturers, fabricators, and others required for performance of construction activities.

1.7 Samples

- A. Submit full-size, fully fabricated Samples cured and finished as specified and physically identical with the material or product proposed. Samples include partial sections of manufactured or fabricated components, cuts or containers of materials, color range sets, and swatches showing color, texture, and pattern.
 1. Mount or display Samples in the manner to facilitate review of qualities indicated. Prepare Samples to match the Owner's sample. Include the following:
 - a. Specification Section number and reference.
 - b. Generic description of the Sample.
 - c. Sample source.
 - d. Product name or name of the manufacturer.
 - e. Compliance with recognized standards.
 - f. Availability and delivery time.
 2. Submit Samples for review of size, kind, color, pattern, and texture. Submit Samples for a final check of these characteristics with other elements and a comparison of these characteristics between the submittal and the actual component as delivered and installed.
 - a. Where variation in color, pattern, texture, or other characteristic is inherent in the material or product represented, submit at least 3 multiple units that show approximate limits of the variations.
 - b. Refer to other Specification Sections for requirements for Samples that illustrate workmanship, fabrication techniques, details of assembly, connections, operation, and similar construction characteristics.

3. Submit a full set of choices where Samples are submitted for selection of color, pattern, texture, or similar characteristics from a range of standard choices. The Owner will review and return preliminary submittals with the Owner's notation, indicating selection and other action.
 4. Maintain sets of Samples, as returned, at the Project Site, for quality comparisons throughout the course of construction.
- B. Distribution of Samples: Prepare and distribute additional sets to subcontractors, manufacturers, fabricators, suppliers, installers, and others as required for performance of the Work. Show distribution on transmittal forms.

1.8 Quality Assurance Submittals

- A. Submit quality-control submittals, including design data, certifications, manufacturer's instructions, manufacturer's field reports, and other quality-control submittals as required under other Sections of the Specifications.
- B. Certifications: Where other Sections of the Specifications require certification that a product, material, or installation complies with specified requirements, submit a notarized certification from the manufacturer certifying compliance with specified requirements. Signature: Certification shall be signed by an officer of the manufacturer or other individual authorized to sign documents on behalf of the company.
- C. Inspection and Test Reports: Requirements for submittal of inspection and test reports from independent testing agencies are specified in Division 1 Section "Quality Control."
- D. Contractor shall submit for approval a "Contractor Quality Control Plan" which shall contain, as a minimum, Contractor's quality control plan for earthwork, concrete reinforcement, and poured-in-place concrete.
 1. The contractor quality control plan (CQCP) is the documentation of the contractor's process for delivering the level of construction quality required by the contract. The following paragraph provides requirements for the CQCP, and what the criteria for accepting and using the requirements for these plans will be.
 2. The CQCP is a framework for the contractor's process for delivering quality construction. The plans and specifications define the expected results or outcome. The CQCP shall outline how those results will be achieved. While it is not possible to determine from the CQCP whether the level of construction quality will be acceptable, it is possible to verify that the contractor, as an organization, has addressed the basic elements of its quality process.

1.9 Owner's Action

- A. Except for submittals for the record or information, where action and return is required, the Owner will review each submittal, mark to indicate action taken, and return promptly. Compliance with specified characteristics is the Contractor's responsibility regardless of action indicated.
- B. Action Stamp: The Owner will stamp each submittal with a uniform, action stamp. The Owner will mark the stamp appropriately to indicate the action taken. Do not use, or allow others to use, submittals marked "Not Approved, Revise and Resubmit", or "Rejected" at the Project Site or elsewhere where Work is in progress.
- C. Other Action: Where a submittal is for information or record purposes or special processing or other activity, the Owner will return the submittal marked "Action Not Required", "Reviewed, No Comment", or "Reviewed, Comments As Noted."
- D. Unsolicited Submittals: The Owner will return unsolicited submittals to the sender without action.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION

SECTION 01320

CONSTRUCTION VIDEO AND PHOTOGRAPHS

PART 1 – GENERAL

1.01 DESCRIPTION:

- A. Provide construction video and photographs that depict preconstruction conditions.
- B. Provide construction photographs that depict the progress of the Work and conditions at the final inspection.

1.02 SUBMITTALS:

- A. Submit electronic version of preconstruction video and photographs prior to construction.
- B. Submit two (2) copies of each set of progress photographs weekly to the Owner.
- C. All projects constructed within the Clay County Utility Authority (“CCUA”) systems shall have construction photographs taken by the contractor who is installing those utility mains, services, or other appurtenances, which will be owned and maintained by or under the control of CCUA as follows in PART 3 – EXECUTION.
- D. Submit final photographs with final pay request.

PART 2 – PRODUCTS (Not Applicable)

PART 3 – EXECUTION:

- 3.01 Photographs shall be taken with a conventional digital camera and show the area affected by the Work. The photographs shall be in color, 5-inches by 7-inches in size, printed on 8½” x 11” paper with a maximum of two pictures per page. The Contractor shall use a minimum photography resolution of 2048 x 1536 pixel (3 megapixels).
- 3.02 Photographs shall be taken prior to any Work on the Site, upon completion of underground piping or structures installation and prior to backfilling, and upon completion of the backfilling and grading.
- 3.03 The photographs taken daily during a given weekly period shall be delivered to the Owner at the beginning of the following week. Photographs may be delivered by electronic mail.
- 3.04 Each photograph shall be dated and labeled in a manner that will clearly describe the Work and the location of the photograph in relation to the project. The location description shall include the roadway name, lot number, station number, physical address

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if available, or other means of providing information to determine the accurate location where the photograph was taken.

- 3.05 The Contractor shall use color video with a minimum resolution of 1920 x 1080 pixels (1080p) for full high definition (HD).
- 3.06 Color video and photographs shall be taken prior to any work on the site documenting all existing conditions.
- 3.07 Digital versions of video or photographs shall be submitted on a USB flash drive or archival quality DVD.

END OF SECTION

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SECTION 01400
QUALITY CONTROL

PART 1 - GENERAL

1.1 Section Includes

- A. Administrative and procedural requirements for quality control services and testing and inspection laboratory services.

1.2 General

- A. Specific quality control requirements for individual construction activities are specified in the Sections that specify those activities. Those requirements, including inspections and tests, cover production of standard products as well as customized fabrication and installation procedures.
- B. Inspections, test and related actions specified are not intended to limit the Contractor's quality control procedures that facilitate compliance with Contract Document requirements.
- C. Requirements for the Contractor to provide quality control services required by the Owner or authorities having jurisdiction are not limited by provisions of this Section.

1.3 Contractor Responsibilities

- A. Provide inspections, tests and similar quality control services specified in individual Specification Sections as the Contractor's responsibility and as required by governing authorities, except for those specifically indicated as being the Owner's responsibility; these services include those specified to be performed by an independent agency and not by the Contractor. Include costs for these services in the Contract Sum.
- B. Provide and pay for costs of retesting and other related costs when:
 - 1. Results of required inspections, tests or similar services prove unsatisfactory and do not indicate compliance with Contract Document requirements, regardless of whether the original test was the Contractor's responsibility.
 - 2. Construction is revised or replaced by the Contractor, where tests were required on original construction.
 - 3. Additional testing is needed or required by the Contractor.

4. Additional trips to the project are necessary by an agency when scheduled times for tests and inspections are cancelled and the agency is not notified sufficiently in advance of cancellation to avoid the trip.
- C. Cooperate with agencies performing required inspections, tests and similar services and provide reasonable auxiliary services as requested.
 1. Notify the agency sufficiently in advance of operations to permit assignment of personnel.
 2. Provide access to the Work and furnish incidental labor and facilities necessary to facilitate inspections and tests.
 3. Take adequate quantities of representative samples of materials that require testing and assist the agency in taking samples.
 4. Provide facilities for storage and curing of test samples.
 5. Provide the agency with a preliminary design mix proposed for use for materials mixes that require control by the testing agency.
 6. Secure and protect samples and test equipment at the Project site.
- D. Coordinate the sequence of activities to accommodate required services with a minimum of delay and coordinate activities to avoid the necessity of removing and replacing construction to accommodate inspections and tests.
- E. Schedule times for inspections, tests, taking samples and similar activities.

1.4 Testing Agencies Responsibilities

- A. Cooperate with the Owner and Contractor in performance of their duties; provide qualified personnel to perform required inspections and tests.
- B. Notify the Owner and Contractor promptly of irregularities or deficiencies observed in the Work during performance of their services.
- C. Agencies are not authorized to release, revoke, alter or enlarge requirements of the Contract Documents, or approve or accept any portion of the Work.
- D. Agencies shall not perform any duties of the Contractor.

1.5 Submittals

- A. Independent testing agencies shall submit three (3) copies of certified written reports of each inspection, test or similar service to the Owner and to the Contractor.
- B. Report Data: Written reports of each inspection, test or similar service shall include:
 - 1. Date of issue.
 - 2. Project title and number.
 - 3. Name, address and telephone number of testing agency.
 - 4. Dates and locations of samples and tests or inspections.
 - 5. Names of individuals making the inspection or test.
 - 6. Designation of the Work and test method.
 - 7. Identification of product and Specification Section.
 - 8. Complete inspection or test data.
 - 9. Test results and an interpretations of test results.
 - 10. Ambient conditions at the time of sample-taking and testing.
 - 11. Comments or professional opinion as to whether inspected or tested Work complies with Contract Document requirements.
 - 12. Name and signature of laboratory or inspector.
 - 13. Recommendations on retesting.

1.6 Qualification of Service Agencies

- A. Engage inspection and testing service agencies, including independent testing laboratories, which are prequalified as complying with "Recommended Requirements for Independent Laboratory Qualification" by the American Council of Independent Laboratories, and which specialize in the types of inspections and tests to be performed.
- B. Each independent inspection and testing agency engaged on the Project shall be authorized by authorities having jurisdiction to operate in the State in which the Project is located.

- C. Inspection and testing agencies engaged by the Contractor shall be acceptable to Owner.
- D. The Contractor shall use appropriately certified labs for the material tested such as the Florida Department of Transportation, the Florida Department of Environmental Protection, etc.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 Repair and Protection

- A. Upon completion of inspection, testing, sample-taking and similar services, repair damaged construction and restore substrates and finishes to eliminate deficiencies, including deficiencies in visual qualities of exposed finishes.
- B. Protect construction exposed by or for quality control service activities and protect repaired construction.
- C. Repair and protection are the Contractor's responsibility, regardless of the assignment of responsibility for inspection, testing or similar services.

END OF SECTION

SECTION 01500

CONSTRUCTION FACILITIES

PART 1 - GENERAL

1.1 Description: The following criteria shall govern the furnishing of and paying for temporary construction and service items. Such items shall be instituted at the beginning and maintained for the life of the work or until removal or termination is approved by the Owner.

1.2 Temporary Facilities

- A. Drinking Water: The Contractor shall provide cool water with dispensing utilities.
- B. Construction Water: The Contractor shall provide temporary water for construction at the project site. The Contractor shall provide proper back flow devices in order to comply with regulations concerning back flow & cross connection.
- C. It shall be the Contractor's responsibility to provide temporary electrical power for construction purposes.
- D. Toilet Facilities: The Contractor shall furnish a portable, job-site toilet enclosure facility through a local company specializing and licensed in this business. The toilet enclosure shall be located on the project site at a point acceptable to the Owner. It shall be maintained daily by the supplying company and removed from the project site upon completion of the project.

1.3 Security

- A. General: The Contractor shall provide security, as necessary or required, to protect work, property, materials and equipment at all times.
- B. Rodents and Other Pests: The Contractor, through debris removal, etc., shall control the creation of rodent or pest problems. Should such develop, the Contractor shall secure services of a licensed exterminator to control.
- C. Debris Control: Keep premises clean and free from accumulation of debris and rubbish. Provide trash and debris receptacles and require use. Remove from site at least weekly. Dispose all debris and rubbish at a properly approved and permitted facility or by using a properly licensed and permitted vender of no cost to the owner. The contractor shall provide the owner copies of all disposal tickets.

- D. Cleaning: As work is completed by trades, areas of work shall be cleaned in preparation for next trade, inspections or general safety of property and person.
- E. Project Safety: The Contractor shall comply with all applicable governmental and insuring company requirements relative to construction and project safety. Either the superintendent or another company representative on the site during all working hours, shall be trained in project safety and designated as Contractor's Safety Director.

1.4 Quality Assurance

- A. Comply with industry standards and applicable laws and regulations of authorities having jurisdiction, including but not limited to:
 - 1. Building Code Requirements
 - 2. Health and Safety Regulations
 - 3. Utility Company Regulations
 - 4. Police, Fire Department and Rescue Squad Rules
 - 5. Environmental Protection Regulations
 - 6. Debris and rubbish transportation and disposal regulations and rules.

END OF SECTION

SECTION 01701

PROJECT CLOSEOUT

PART 1 - GENERAL

1.1 Section Includes

A. Administrative and procedural requirements for project closeout.

1. Inspection procedures.
2. Project record document submittal.
3. Final cleaning.

1.2 Substantial Completion

A. Before requesting inspection for certification of Substantial Completion, complete the following. List exceptions in the request.

1. If 100 percent completion cannot be shown, include a list of incomplete items, the value of incomplete construction, and reasons the Work is not complete.
2. Submit specific warranties, final certifications and similar documents - refer to Section 01740.
3. Obtain and submit releases enabling the Owner unrestricted use of the Work and access to services and utilities; operating certificates and similar releases.
4. Submit record drawings and similar final record information.
5. Discontinue or change over and remove temporary facilities from the site, along with construction tools, mock-ups, and similar elements.
6. Complete final clean up requirements, including touch-up painting. Touch-up and otherwise repair and restore marred exposed finishes.

B. When the Contractor considers the Work to be substantially complete, they shall submit a written notice to the Owner that the Work, or designated portion of the Work, is complete and ready for inspection.

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- C. Within 14 days of receipt of a request for inspection, the Owner will either proceed with inspection or advise the Contractor of unfulfilled requirements. When the Owner agrees that the Work, or designated portion of the Work, is substantially complete, they will inform the Contractor.
- D. Should the Owner determine that the Work is not substantially complete, they will advise the Contractor of construction or other requirements that must be completed or corrected.
 - 1. The Owner will repeat inspection when requested and assured that the Work has been substantially completed.
 - 2. Results of the completed inspection will form the basis of requirements for final acceptance.

1.3 Final Completion

- A. When the Contractor considers the Work to be complete, they shall submit written certification to the Owner that the Work is completed and ready for final inspection. Include the following:
 - 1. Submit the final payment request with releases and supporting documentation not previously submitted and accepted.
 - 2. Submit an updated final statement.
 - 3. Submit a certified copy of the Owner's final inspection list of items to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance, and the list has been endorsed and dated by the Owner's inspector.
- B. The Owner will inspect the Work upon receipt of notice that the Work, including inspection list items from earlier inspections, has been completed, except items whose completion has been delayed because of circumstances acceptable to the Owner.
 - 1. Upon completion of inspection, the Owner will advise the Contractor if the Work that is complete or if obligations have not been fulfilled but are required for final acceptance.
 - 2. If necessary, re-inspection process will be repeated.

1.4 Record Document Submittals

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- A. Maintain at the site one complete set of record documents; protect from deterioration and loss in a secure, fire-resistive location.
 - 1. Provide access to record documents for the Owner's reference during normal working hours.
 - 2. Label each document "PROJECT RECORD" in 2-inch-high printed letters.
 - 3. Do not use for construction purposes.
- B. Record Drawings: Maintain a clean, undamaged set of blue or black line white-prints of Contract Drawings and Shop Drawings. Mark the set to show the actual installation where the installation varies substantially from the Work as originally shown. Mark whichever drawing is most capable of showing conditions fully and accurately; where Shop Drawings are used, record a cross-reference at the corresponding location on the Contract Drawings. Give particular attention to concealed elements that would be difficult to measure and record at a later date.
 - 1. Mark record sets with red erasable pencil; use other colors to distinguish between variations in separate categories of the Work.
 - 2. Mark new information that was not shown on Contract Drawings or Shop Drawings.
 - 3. Show elevations and horizontal control dimensions of storm sewers, gravity sewers including laterals, electric cables, television cables, telephone cables, force mains, water mains crossed, and any other underground utilities and structures. Information shall be obtained by surveying by a professional engineer or land surveyor registered in the State of Florida.
 - 4. Note related Change Order numbers where applicable.
 - 5. Organize record drawing sheets into manageable sets, bind with durable paper cover sheets, and print suitable titles, dates and other identification on the cover of each set.
- C. Record Specifications: Maintain one complete copy of the Project Manual, including addenda, and one copy of other written construction documents such as Change Orders and modifications issued in printed form during construction.
 - 1. Mark these documents to show substantial variations in actual Work performed in comparison with the text of the Specifications and modifications.

2. Give particular attention to substitutions, selection of options and similar information on elements that are concealed or cannot otherwise be readily discerned later by direct observation.
 3. Note related record drawing information and Product Data.
- D. Record Product Data: Maintain one copy of each Product Data submittal.
1. Mark these documents to show significant variations in actual Work performed in comparison with information submitted. Include variations in products delivered to the site, and from the manufacturer's installation instructions and recommendations.
 2. Give particular attention to concealed products and portions of the Work which cannot otherwise be readily discerned later by direct observation.
 3. Note related Change Orders and mark-up of record drawings and Specifications.
- E. Record Sample Submitted: Immediately prior to the date or dates of Substantial Completion, the Contractor will meet at the site with the Owner to determine which of the submitted Samples that have been maintained during progress of the Work are to be transmitted to the Owner for record purposes. Comply with delivery to the Owner's Sample storage area.
- F. Miscellaneous Record Submittals: Refer to other Specification Sections for requirements of miscellaneous record-keeping and submittals in connection with actual performance of the Work.
- G. At Contract close-out, deliver one copy of Record Documents to Owner. Accompany submittal with transmittal letter in duplicate containing the following information:
1. Date
 2. Project title and number
 3. Contractor's name and address
 4. Title and number of each Record Document
 5. Signature of Contractor or his authorized representative

PART 2 - PRODUCTS (Not Applicable)

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PART 3 - EXECUTION

3.1 Final Cleaning

- A. Employ experienced workers or professional cleaners for final cleaning.
- B. Complete the following cleaning operations before requesting inspection for Certification of Substantial Completion and maintain until final completion, except in areas occupied or designated by Owner.
 - 1. Remove labels that are not permanent labels.
 - 2. Leave concrete floors broom clean.
 - 3. Wipe surfaces of mechanical and electrical equipment.
 - 4. Clean plumbing fixtures to a sanitary condition.
 - 5. Clean the site, including landscape development areas, of rubbish, litter and other foreign substances.
 - 6. Sweep paved areas broom clean; remove stains, spills and other foreign deposits.
 - 7. Rake grounds that are neither paved nor planted, to a smooth even-textured surface.
- C. Remove temporary protection and facilities installed for protection of the Work during construction.
- D. Comply with regulations of authorities having jurisdiction and safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on the Owner's property. Do not discharge volatile, harmful or dangerous materials into drainage systems. Remove waste materials from the site and dispose of in a lawful manner.
- E. Where extra materials of value remaining after completion of associated Work, they shall become the Owner's property, arrange for any disposition of these materials as directed.

END OF SECTION

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SECTION 01740

WARRANTIES AND BONDS

PART 1 - GENERAL

1.1 Related Requirements

- A. General provisions of Contract, including General and Supplementary Conditions.
- B. Warranties and certificates for specific products - Respective Specification Sections.
- C. Contract closeout - Section 01701.

1.2 Section Includes

- A. Administrative and procedural requirements for warranties, bonds, and certifications required by the Contract Documents, including manufacturers standard warranties on products and special warranties.

1.3 Warranty Requirements

- A. Contractor shall warrant all work covered under this Agreement to be free from defects for a period of 2-years after the date of substantial completion.
- B. Relining Underground Pipelines (Section 02766): Contractor warrants to Owner that all products and work provided by Contractor to Owner under this Agreement will be free from material defects in workmanship and materials for a period of five (5) years from the earlier of the date on which Contractor's work is accepted by Owner or the date on which the Contractor completes performance and leaves the worksite.
- C. Sanitary Service Lateral CIPP Lining (Section 02767): Contractor warrants to Owner that all products and work provided by Contractor to Owner under this Agreement will be free from material defects in workmanship and materials for a period of five (5) years from the earlier of the date on which Contractor's work is accepted by Owner or the date on which the Contractor completes performance and leaves the worksite.
- D. Manhole/Lift Station Wetwell Coating (Section 02768) and Treatment Plant Wetwell Liner (Section 02769): The liner manufacturer shall warrant the liner against defects for at least ten (10) years after the date of acceptance by CCUA. Defects are defined as cracking, delamination or leaking. The warranty shall require the manufacturer to supply all necessary labor, materials, and equipment to repair defects to the satisfaction of CCUA. The Contractor and/or manufacturer shall not make any exemption or exception to the above stated conditions or warranty.

- E. Treatment Plant Wetwell Rehabilitation (Section 02769): The liner manufacturer shall warrant the liner against defects for at least ten (10) years after the date of acceptance by CCUA. Defects are defined as cracking, delamination or leaking. The warranty shall require the manufacturer to supply all necessary labor, materials, and equipment to repair defects to the satisfaction of CCUA. The Contractor and/or manufacturer shall not make any exemption or exception to the above stated conditions or warranty.
- F. When correcting warranted Work that has failed, remove and replace other Work that has been damaged as a result of such failure or that must be removed and replaced to provide access for correction of warranted Work.
- G. When Work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.
- H. Upon determination that Work covered by a warranty has failed, replace or rebuild the Work to an acceptable condition complying with requirements of the Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective Work regardless of whether the Owner has benefited from use of the Work through a portion of its anticipated useful service life.
- I. Written warranties made to the Owner are in addition to implied warranties, and shall not limit the duties, obligations, rights and remedies otherwise available under the law, nor shall warranty periods be interpreted as limitations on time in which the Owner can enforce such other duties, obligations, rights, or remedies.
- J. The Owner reserves the right to reject warranties and to limit selections to products with warranties not in conflict with requirements of the Contract Documents.
- K. The Owner reserves the right to refuse to accept Work for the Project where a special warranty, certification, or similar commitment is required on such Work or part of the Work, until evidence is presented that entities required to countersign such commitments are willing to do so.

1.4 Submittals

- A. Submit written warranties to the Owner before requesting inspection for Substantial Completion. If the Owner's Certificate of Substantial Completion designates a commencement date for warranties other than the date of Substantial Completion for the Work, or a designated portion of the Work, submit written warranties upon request of the Owner.
- B. When a designated portion of the Work is completed and occupied or used by the Owner, by separate agreement with the Contractor during the construction period, submit

properly executed warranties to the Owner within fifteen days of completion of that designated portion of the Work.

- C. When a special warranty is required to be executed by the Contractor, or the Contractor and a subcontractor, supplier or manufacturer, prepare a written document that contains appropriate terms and identification, ready for execution by the required parties. Submit a draft to the Owner for approval prior to final execution.
- D. Provide written certifications of compliance and other commitments and agreements for continuing services in a form which includes all pertinent information including:
 - 1. Quantities and dates of shipments.
 - 2. Attestment that materials incorporated into the Work comply with specified requirements. Certification shall not be construed as relieving the Contractor from furnishing satisfactory materials, if the material is later found to not meet specified requirements.
 - 3. Signature of officer of company.
 - 4. Laboratory test reports submitted with certificates of compliance shall show dates of testing, specification requirements under which testing was performed, and results of tests.
- E. Refer to individual Sections of Divisions 2 through 16 for specific content requirements, and particular requirements for submittal of special warranties.
- F. Form of Submittal:
 - 1. Compile 3 copies of each required warranty and bond properly executed by the Contractor, or by the Contractor, subcontractor, supplier, or manufacturer.
 - 2. Organize the warranty documents into an orderly sequence based on the table of contents of the Project Manual.
 - 3. Bind warranties and bonds in heavy-duty, commercial quality, durable 3-ring vinyl covered loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2 in. by 11 in. paper.
 - 4. Provide heavy paper dividers with celluloid covered tabs for each separate warranty. Mark the tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product, and the name, address and telephone number of the installer.

5. Identify each binder on the front and the spine with the typed or printed title "WARRANTIES AND BONDS", the Project title or name, and the name of the Contractor.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

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MAINTENANCE WARRANTY BOND

CLAY COUNTY, FLORIDA

KNOW ALL MEN BY THESE PRESENTS, that we, _____
_____ as Principal and _____
, as Surety, are held and firmly bound unto the CLAY COUNTY UTILITY AUTHORITY, as Obligee,
in the sum of _____ (\$ _____)
Dollars, for the payment of which said Principal and Surety bind themselves, their heirs, administrators,
executors, successors and assigns, jointly and severally, firmly by the presents.

WHEREAS, the Principal is the contractor which installed the _____ for
the project known as **Sewer, Wetwell and Manhole Rehabilitation Services Continuing Contract
Bid No. 18/19-A7** has agreed that it shall accept certain _____
_____ improvements located within County right-of-ways or easements, for maintenance, provided that
the Principal and Surety deliver to the CLAY COUNTY UTILITY AUTHORITY a maintenance
warranty bond, guaranteeing said improvements against faulty workmanship and materials, said bond
and guarantee to be in full force and effect for a minimum of **two (2) years**, beginning the _____
day of _____, _____ (date of Substantial Completion); and this bond shall serve as said
maintenance warranty bond; and this bond shall be and remain in full force and effect from its effective
date for a minimum period of at least **two (2) years**.

NOW THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the
Principal shall fully guaranty, indemnify and save harmless Clay County Utility Authority from any and
all loss, costs, expenses and damages, for any repairs or replacements arising out of defective
workmanship or materials in the construction or installation of said improvements, then this obligation
shall be null and void; otherwise to be and remain in full force and effect.

Signed, sealed and dated this _____ day of _____, _____.

CONTRACTOR:

WITNESS:

Print Name: _____

By: _____ (Seal)

Print Name: _____

Date: _____

APPROVED:
CLAY COUNTY UTILITY AUTHORITY

BY:

BY: _____
Tom Morris, Executive Director

(SURETY)

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**WATER AND WASTEWATER
MAINTENANCE WARRANTY BOND
CONTACT INFORMATION**

Surety:_____

Contact Name:_____

Mailing Address:_____

Telephone No.:_____

Fax No.:_____

Bonding Agent:_____

License Identification No.:_____

Contact Name:_____

Mailing Address:_____

Telephone Number:_____

Fax Number:_____

CONTRACTOR WARRANTY

TO OWNER: CLAY COUNTY UTILITY AUTHORITY
3176 Old Jennings Road
Middleburg, Florida 32068

FROM CONTRACTOR: _____

PROJECT: Sewer, Wetwell and Manhole Rehabilitation Services Continuing Contract CCUA
Bid No. 18/19-A7

CONTRACTOR hereby warrants all materials and workmanship furnished for the _____
_____ installations for the above-referenced
project, against any defects for a period of **two (2) years** from the _____ day of _____
_____, _____ (date of Substantial Completion). This Warranty also includes the "as-
built" data recorded on the as-built drawings for this project.

This Warranty includes all expenses incurred in servicing or replacing defective material,
including cost of all parts, labor and/or replacement material.

This Warranty does not apply to any of the above equipment which has been subjected to
misuse, improper storage, neglect, accident, acts of God and/or alterations or repairs by other
than factory or the Guarantor's authorized service personnel. Nor does it cover expenses incurred
for service requested by the OWNER on material which does not prove defective.

CONTRACTOR: _____

Date: _____

Print Name: _____

Title: _____

SECTION 02140

DEWATERING

PART 1 - GENERAL

1.1 Scope

In general, the work specified in this section of the Specifications shall consist of supplying labor, materials and equipment, and performing all work necessary to lower and control the groundwater levels and hydrostatic pressures to permit all excavations and construction specified under this Contract to be performed in the dry.

1.2 Examination of the Site

The Contractor shall take all steps necessary to familiarize himself with the site conditions, the ground conditions and the groundwater conditions. It is expressly understood that neither the Owner's nor Owner's Representative will be held responsible for any interpretations or conclusions drawn by the Contractor.

1.3 Submittals

The Contractor shall schedule a pre-dewatering meeting with the Owner prior to executing the work. At the meeting the Contractor shall issue their formal written plan to the owner and discuss mitigating risks, discharges, and permitting.

PART 2 - PRODUCT

2.1 Method and Equipment

The Contractor may use any dewatering method they deem feasible so long as it results in working in stable soils conditions. It is the intent of these Specifications that an adequate dewatering system be installed to promptly lower, control, and dispose the groundwater in order to permit excavation, construction of the structures and the placement of the fill materials, all to be performed under dry conditions. The dewatering system shall be adequate to pre-drain the water bearing strata above and below the bottom of the foundations, sewers, water lines and all other excavations. Fill operations shall be completed prior to discontinuing operation of dewatering to prevent buoyancy of any structure. All dewatering operations shall be in accordance with applicable requirements of authorities having jurisdiction, such as, but not limited to, St. Johns River Water Management District and Florida Department of Environmental Protection.

PART 3 - EXECUTION

3.1 General

The Contractor shall be solely responsible for arrangement, location and depths of the dewatering system necessary to accomplish the work described under this section of the Specifications. The dewatering shall be accomplished in a manner that will reduce the hydrostatic head below any excavation to the extent that the water level and piezometer water levels in the construction area are below the prevailing excavation surface; will prevent the loss of fines, seepage, boils, quick conditions, or softening of the foundation strata; will maintain stability of the sides and bottom of the excavation; and will result in all construction operations being performed in the dry. It is the Contractor's responsibility to prevent surface water and subsurface or ground water from flowing into excavations.

3.2 Disposal of Water

The Contractor shall promptly dispose of all water removed from the excavations in such a manner as will not endanger public health, damage public or private property, or affect adversely any portion of the work under construction or completed by the Contractor. The Contractor shall obtain written permission from the Owner of any property involved before digging ditches or constructing water courses for the removal of water. Contractor shall apply for and obtain, at the Contractor's expense, from all agencies having jurisdiction all permits required for disposal of water resulting from dewatering operations. Contractor shall only discharge uncontaminated produced groundwater when permitted or exempt. The means and methods of dewatering and discharge disposal shall comply with all regulatory requirements (including F.A.C. Chapter 62-621 "General Permit for the Discharge of Produced Ground Water from Any Non-contaminated Site Activity") at the Contractors Expense. Water shall not be discharged into streets, roadways, driveways, or private property.

Where excavation and dewatering occur in soils containing clay, silt or other materials resulting in turbidity in excess of 29 NTU above background at the point of discharge, the Contractor shall provide for settling, filtering or other treatment to lower turbidity to this level. If the project contains stormwater retention and/or detention systems, the Contractor may temporarily use this area for treatment, by capping the bleed-down pipe, pumping discharge in the pond and allowing it to settle prior to discharge. The Contractor may also construct a temporary detention/treatment pond. Use of alum and polymeric coagulation agents to aid in settling is allowed, providing that pH is adjusted prior to discharge. The Contractor shall submit his dewatering plan to the Owner for review if such additives are used and submit pH test data to the Owner showing no greater than 1 pH unit change from background in water to be discharged. The Contractor shall remove all accumulation of sediment prior to the completion of the project as the Contractor's expense. The Contractor shall maintain and remove accumulation of sediment at suitable intervals to prevent impairment of any sediment basin or pond at the Contractor's expense.

3.3 Inadequate System

If the dewatering requirements are not satisfied due to inadequacy or failure of the dewatering system, then loosening of the foundation strata, or instability of the slopes, or damage to the foundations, pavements, pipes, property, or structures may occur. The supply of all labor, materials and equipment, and the performance of all work necessary to carry out additional work for reinstatement of the structures or foundation soil resulting from such inadequacy or failure shall be undertaken by the Contractor to the approval of the Owner's Representative, and at no additional expense to the Owner.

END OF SECTION

SECTION 02221

TRENCHING, BACKFILLING AND COMPACTING

PART 1 - GENERAL

1.1 Scope

The work under this section covers the furnishing of all materials, equipment, tools, labor, supervision and incidentals necessary for excavating, backfilling and compacting trenches for underground pipelines and utilities as indicated on the drawings and specified herein.

1.2 Measurement and Payment

- A. Payment for Trenching, Backfilling, and Compacting is incidental to the Contractor's other pay items and shall be included in those costs.
- B. Payment will be full compensation for all material, equipment, testing, tools, supervision, incidentals, and labor for excavating, backfilling and compacting trenches for underground pipelines and utilities as indicated on the drawings and specifications herein.
- C. The measurement for earthwork quantities such as excavations, backfilling, and removal and replacement of unsuitable materials shall be based on the in-place verifiable cross section volume. Over excavations without documented cause and the Owner's written approval shall not be included in the calculated measurement.

1.3 Submittals

- A. Compaction density test reports.

PART 2 - PRODUCT

2.1 General Requirements

- A. Backfill material shall be a granular soil, not classified as unsuitable material, and capable of being placed and compacted to the densities equivalent to 95% of the Modified Proctor maximum dry density. Backfill shall have no more than 12 percent of its particles pass a No. 200 sieve or a Plastic Index (P.I.) that exceeds 6. The maximum size rock permitted in backfill material shall be 2 inches with such rock being uniformly dispersed in the soil. Rock or other hard, lumpy, and unyielding materials, however, shall not be permitted in backfill material within one foot of external diameters of pipe and conduit, or against structure having protective coatings and coverings. The Contractor shall provide backfill material when this material is

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not available from earthwork operations on the project site. Backfill material used for pipe bedding shall have all particles pass a 3/8-inch sieve.

- B. Unsuitable material is soil which is unsuitable for the support of structures, piping, or other materials. Unsuitable material shall be soils containing muck, clay, excessive amount of organic material, stumps, brush, roots, rubbish and building material rubble or other deleterious materials. The suitability of the excavated materials for backfill shall be determined by the Owner's Representative.
- C. Unsuitable material shall be disposed of offsite and replace with suitable imported sandy soils at the Contractor's expense.

2.2 Materials

- A. Excavated Native Material - Excavated native material free from perishable and objectionable objects and containing no stones or clods larger than two (2) inches in diameter, unless otherwise specified, shall be used for backfilling and such grading on the site as required. Any excess material shall be placed where directed.
- B. Granular Backfill - Granular backfill shall consist of well-graded crushed stone or crushed gravel meeting the requirements of American Standards of Testing and Materials (ASTM) C 33 (latest), Gradation 67 (3/4 inches to No. 4).
- C. Sand Backfill - Sand backfill shall consist of a coarse natural granular material, free of deleterious amounts of organic material, mica, loam, clay and other substances not suitable for the purpose intended. It shall be a clean concrete sand having approximately uniform gradation between sieve sizes No. 4 and No. 50. All particles shall pass a 3/8 inch sieve and no particles shall pass a No. 100 sieve.
- D. Backfill material shall be submitted to the Owner for review and approval.

PART 3 - EXECUTION

3.1 General Requirements

The extent of excavation open at any one time will be held to a minimum consistent with normal and orderly prosecution of the work. The Contractor is required to locate all underground structures and utilities, shown on the drawings or made known to him during construction. The Contractor is to coordinate with the local utility companies as required to determine the location of utilities within the limits of the work in adequate time to allow for relocation or adjustment of utility lines prior to conflict with the work, and to show the location of the utilities ahead of the work.

3.2 Protecting Existing Utilities

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Each existing utility exposed is to be fully protected and supported during construction. Any damage caused during backfilling operations is to be promptly repaired at no cost to the utility owner. All temporary protective and support systems installed on existing utilities are to remain in place until they can be supported and protected by the trench backfill.

3.3 Excavated Material

- A. Excavated material to be used for backfill shall be neatly deposited at the sides of the trenches where space is available. Where stockpiling of excavated material is required, the Contractor shall be responsible for using designated sites and shall so maintain his operations as to provide for natural drainage and not present an unsightly appearance. Top soils shall be carefully selected and kept separated. Rock, shell or other base materials for roads and alleys shall be carefully selected and kept separate. Grade and line stakes shall be protected. No excavated material shall be placed on private property without the written consent of the property owner.
- B. Where materials unsuitable for backfill are excavated within the limits of excavation shown on the drawings, the unsuitable material shall be removed from the job site and disposed of by the Contractor at the Contractor's Expense. Suitable granular or sand backfill shall be provided to replace the unsuitable materials and worked into existing excavated soils where possible, at no additional cost to the Owner.

3.4 Trench Excavation

- A. All excavation for pipeline and utilities shall be open cut and tunneling will not be permitted unless specifically called for on the plans. Trench sides shall be approximately vertical between an elevation of one (1) foot above the top of the pipe and the centerline of the utility; otherwise, trench sides shall be as vertical as possible or as required. Trench may be excavated by machinery to a depth that will not disturb the finish grade.
- B. Excavate trenches to depth indicated or required for indicated flow lines and invert elevations.
- C. The Contractor shall excavate the trench by hand where excavation and machinery would endanger trees or structures which otherwise might be saved by the use of hand excavation.
- D. Dig trenches to the uniform width required for particular item to be installed, sufficiently wide to provide ample working room. Provide minimum 8-inch clearance on each side of pipe or conduit, for unsheeted or sheeted trench, with maximum width of trench measured at top of pipe, not to exceed the outside

diameter, plus 24 inches, and comply with all Local, State, and Federal Safety Standards and Regulations.

- E. For pipes or conduit 5 inches or less, excavate to indicated depths. Hand excavate bottom cut to accurate elevations and support pipe or conduit on undisturbed soil.
- F. Except as otherwise indicated, excavate for exterior water piping so top of piping is minimum 3 feet below finished grade under pavement and 30 inches minimum elsewhere.
- G. Backfill trenches with concrete where trench excavations pass within 18 inches of column or wall footings and which are carried below bottom of such footings, or which pass under wall footings.
- H. For pipes or conduit 6 inches or larger, tanks and other work indicated to receive subbase, excavate to subbase depth indicated, or if not otherwise indicated, to 6 inches below bottom of work to be supported.
- I. Except where a granular or concrete bedding is to be used, mechanical excavation shall be stopped above the final invert grade elevation and the remaining material carefully hand excavated so that the pipes may be laid on a firm, undisturbed, native earth bed.
- J. Bell holes shall be dug to permit the entire straight barrel of the pipes to rest on the trench bottom. Boulders or loose rocks which might bear against the pipe will not be permitted in the trench bottom or backfill.
- K. Excavated material consisting of muck, mud, clays or other unsuitable material shall not be stockpiled for backfill. Contractor shall remove such material from the site as it is excavated and shall dispose of it in an approved manner.
- L. Excavation in rock shall be made to at least six (6) inches below the finish grade of the utility and backfilled with a 6-inch layer of crushed stone or gravel prior to installation of pipe. Excavation in clayey soils shall be made to at least twelve (12) inches below the pipeline inverts and replace with compacted structural backfill.
- M. The Contractor shall be required to maintain uninterrupted utility service along the project but the methods used to accomplish this shall be left to his discretion, subject to approval of the authorities having jurisdiction. Puddling or discharge of sewage into open ditches will not be permitted. Existing piping damaged or removed to facilitate construction shall be replaced in kind, location and elevation.
- N. No more than 100 linear feet of trench shall be open in advance of the completed pipe laying operation without prior approval of the Owner. Pipe trenches across

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roadways and driveways shall be backfilled as soon as pipe is installed. Where, in the opinion of the Owner, adequate detour facilities are not available, no trench shall be left open across a roadway or commercial property driveway where adequate detour routes are not available for a period in excess of 30 minutes, or as directed by the governing authority. No trench shall be left open across any roadway or driveway for more than 24 hours. All open trenches shall be protected by the Contractor with barriers, warning devices and traffic control devices, which shall be kept in the correct position, properly directed and clearly visible at all times.

3.5 Trench Backfilling

- A. Backfilling operations are not to proceed until all necessary tests, inspections or observations have been performed as required by the applicable utility specification. The Contractor shall be responsible for obtaining the necessary inspections before, during and after backfilling, and shall re-excavate, refill, and perform all such related work to obtain satisfactory test results. All debris, rocks, broken concrete, formwork, etc., is to be removed from the trench prior to the start of backfilling operations. All backfill material is to be free of muck, rock, organic material, broken concrete or other debris. Backfill is to be placed in uniform six-inch (6-inch) layers, loose measure, and compacted the full width of the trench to not less than 98 percent of maximum dry density. This procedure is to be carried out for the full height of the utility plus one (1) foot above the utility. After the backfill has reached an elevation of one (1) foot above top of the utility, operations are to proceed as follows:
 - 1. Under the existing or proposed roads, paved areas, etc., backfill material is to be placed in uniform eight-inch (8-inch) layers, loose measure, and compacted to not less than 98 percent of maximum density for the full depth of the trench.
 - 2. In areas where no construction is to take place over the utility, backfill material is to be placed in uniform twelve-inch (12-inch) layers, loose measure, and compacted to a density not less than 95 percent of maximum density for the full depth of the trench.
- B. Backfill material is to be placed in the trench in such a manner so as not to disturb the alignment of the utility. Under no circumstances is a bulldozer or other equipment to be allowed to push fill material into the trench. The material is not to be dropped on the utility but placed in a manner as to allow the utility to remain in place and to allow for the uniform spreading and compaction of the material. Material is to be placed on both sides of the utility so that the backfill will have the same elevation on each side during compaction operations. Careful attention shall be observed to backfilling under pipe trenches or spacing lines such as plate compacting, “walking in “and/or hand tampering.

- C. Whenever trenches have not been properly filled, or if settlement occurs, they shall be refilled, smoothed off, and finally made to conform to the surface of the ground. Backfilling shall be carefully performed, and surface restored to the elevation shown on the plans. In unpaved areas, the surface of trenches shall conform and be equal in quality, character and materials to the surface immediately prior to making the excavation.
- D. Miscellaneous: Backfilling around meter boxes, valve boxes and other structures shall be accomplished in same manner as the connected pipe.

3.6 Excavation Below Normal Grade

- A. In the event the Contractor through error or carelessness excavates below the elevations required, the Contractor shall at his own expense backfill with granular backfill as hereinbefore specified and compact to obtain a suitable bedding.
- B. In the event unstable or unsuitable bedding material is encountered at or 12-inches below the limits of excavation noted on the drawings, such materials shall be removed and replaced with suitable compacted granular backfill material as hereinbefore specified.

3.7 Backfill Maintenance

The Contractor shall refill for settlement all backfilled areas. The surfaces of backfilled trenches shall be maintained in a safe and satisfactory condition at all times after being opened to traffic until the final acceptance of the contract work by the Owner.

3.8 Compaction Control

- A. Use mechanical soil compaction equipment suitable for the soils and area being worked and capable of obtaining the densities specified. Hydraulic jetting or flooding of soil, to obtain densification, will not be permitted.
- B. Maximum density and optimum moisture content refer to values determined by the standard test ASTM D 1557 (latest). Moisture content of backfill material, as it is being placed and compacted, shall be within +/- 2 percent of optimum moisture content.
- C. Testing
 - 1. The Contractor will retain a testing agency acceptable to the Owner. The testing agency retained by the Contractor will perform all required soils testing for the work. The cost of testing will be paid for by the Contractor, unless specified otherwise herein.

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2. Field in-place density tests shall be performed in each 6-inch thick lift of compacted backfill and in the upper 12 inches below the bearing levels along the pipeline alignment. The density tests are necessary to verify that satisfactory compaction operations have been performed. Density testing shall be performed at one location for every 150 LF of trench excavations for every other lift of compacted fill. A minimum of one test between valves is required for every other lift regardless of the distance between valves. Backfill material which fails density tests shall be reworked and recompacted. Additional density tests for the reworked soils shall be at the Contractor's expense. Initial density tests for undisturbed in-place soils plus tests after first compaction, if required, will be paid for by the Contractor. Tests required for any additional compaction of the soil shall be at the Contractor's expense.
3. The Owner's Representative will judge soils to be suitable or unsuitable. If the Contractor does not agree with the judgment of the Owner's Representative, soil tests will be performed on the material in question. These tests shall be at the Contractor's expense when test results confirm the Owner's Representative's judgment.

3.9 Protective Sheeting

- A. The Contractor shall provide and maintain protective sheeting (including shoring and bracing) as may be required to retain soil, protect workers, protect existing facilities (structures, utilities, pavement, etc.) or confine the construction to a required area. It shall be the Contractor's responsibility to provide safe protective sheeting, when required, without being instructed to do so at no additional cost to the Owner. Detailed plans and calculations for protective sheeting shall be submitted to the Owner for review.
- B. Maintain shoring and bracing in excavations regardless of time period excavations will be open. Carry down shoring and bracing as excavation progresses.
- C. All protective sheeting shall be removed by the Contractor. The removal shall be completed in a manner which will not disturb or damage the finished work or existing facilities. All backfill requirements shall be met.
- D. Steel drag shields or trench boxes may be used and shall be Steel Safety Shield as manufactured by Safety Shoring Shields, Inc., Efficiency Trench Box as manufactured by Efficiency Production, Inc; or equal. Voids left by the advancement of the shield shall be carefully backfilled and compacted in accordance with trench backfill requirements.

END OF SECTION

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CCUA Bid No. 18/19-A7
Sewer, Wetwell and Manhole Rehabilitation Services Continuing Contract

TRENCHING, BACKFILLING, AND COMPACTING
April 2019

SECTION 02370

EROSION AND SEDIMENTATION CONTROL

PART 1 - GENERAL

1.01 DESCRIPTION:

- A. The Contractor shall take every reasonable precaution throughout construction to prevent the erosion of soil and the sedimentation of streams, bays, storm systems, or other water impoundments, ground surfaces, or other property as required by federal, state, and local regulations.
- B. The Work specified in this Section consists of providing, maintaining and removing temporary erosion and sedimentation controls as necessary to protect the Work and prevent sedimentation from the Contractor's activities from entering water bodies or other property owner's sites outside the Construction limits.
- C. The Contractor shall provide protective covering for disturbed areas upon suspension or completion of land-disturbing activities. Permanent vegetation shall be established at the earliest practicable time. Temporary and permanent erosion-control measures shall be coordinated to ensure economical, effective, and continuous erosion and siltation control throughout the construction and post-construction period.

1.02 REQUIREMENTS

- A. The Contractor is responsible for providing effective temporary erosion and sediment control measures during Construction or until final controls become effective.
- B. The areas of unstabilized soil cover shall be minimized at all times to limit erosion and sedimentation.
- C. The escape of sediment from the work site shall be prevented by the installation of erosion and sediment control measures and practices prior to, or concurrent with land-disturbing activities. Erosion control measures will be maintained at all times. If implementation does not provide for effective erosion control, additional erosion and sediment control measures shall be implemented to control or treat the sediment source by the contractor as needed until effective erosion and sediment control is achieved. The contractor, at his own expense, shall remove any siltation deposits and correct any erosion problems as directed by the Owner which results from his construction operations.

- D. The escape of sediment from the work site shall be prevented by the installation of erosion and sediment control measures and practices prior to or concurrent with land-disturbing activities.
- E. Erosion and sediment control measures shall be maintained at all times, if implementation does not provide for effective erosion and sedimentation control, additional erosion and sedimentation control measures shall be implemented to control or treat the erosion or treat the erosion or sediment source by the contractor as needed until effective erosion and sediment control is achieved.
- F. Should the Contractor pump water from excavations during construction, appropriate siltation preventative measures shall be taken before the pumped water is discharged into any stormwater conveyance, drainage ditch, canal, or waterway.
- G. The contractor shall prevent offsite tracking of material.

1.03 SUBMITTALS

- A. The Contractor shall submit shop drawings in accordance with these Contract Documents.
- B. The projects that disturb greater than one acre, the Contractor shall prepare and submit an Erosion and Sedimentation Control Plan (Stormwater Pollution Prevention Plan) for Owner review and acceptance. The Plan shall be in effect throughout the Construction duration.
- C. The projects that disturb greater than one acre, the Contractor shall submit copies of applicable permits, Notice of Intent, and Notice of Termination.

1.04 REFERENCE STANDARDS

- A. Reference standards and recommended practices referred to in this Specification Section shall be the latest revision of any such document in effect at the bid time. The following documents are a part of this Section. Where this Section differs from these documents, the requirements of this Section shall apply.

Florida Department of Transportation (FDOT)

FDOT Spec. Section 103 - Temporary Work Structures

FDOT Spec. Section 104 - Prevention, Control, and Abatement of Erosion and
Water Pollution

FDOT Spec. Section 530 - Revetment Systems

FDOT Spec. Section 982 - Fertilizer

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FDOT Spec. Section 983 - Water for Grassing

FDOT Spec. Section 985 - Geosynthetic Materials

1.05 QUALITY ASSURANCE (NOT USED)

1.06 WARRANTIES

- A. Warranties shall be in accordance with these Contract Documents.

1.07 DELIVERY, STORAGE, AND HANDLING

- A. The Contractor shall adhere to the requirements in these Contract Documents for Delivery, Storage, and Handling of the items specified in this Section.

1.08 QUALIFICATIONS (NOT USED)

1.09 REGULATORY REQUIREMENTS

- A. The Contractor shall be responsible for filing Notice of Intent (NOI) and Notice of Termination (NOT) for Construction Activities with regulatory agencies (SJRWMD, SFWMD, and FDEP) as required by law, if thresholds are expected to be exceeded.
- B. Erosion-control measures shall be performed conforming to the requirements of and in accordance with approved plans by applicable state and local agencies and as specified by the erosion-control notes included on the Drawings and as required by these Specifications.
- C. The Contractor shall comply with all local, State, and Federal agencies, laws, and rules.

1.10 PRACTICES

- A. The Contractor shall adhere to the following:
 - 1. Avoid dumping soil or sediment into any stream bed, pond, ditch, or watercourse.
 - 2. Maintain an undisturbed vegetative buffer where possible between a natural watercourse and trenching and grading operations.
 - 3. Avoid equipment crossings of streams, creeks, and ditches where practicable.
 - 4. The contractor shall furnish and install tree protection, erosion, and sediment control measures prior to any other construction activity and

shall maintain such appurtenances until permanent ground cover is established and all land-disturbing activities in the area have ceased.

1.11 EROSION AND SEDIMENT-CONTROL DEVICES AND FEATURES

- A. The Contractor shall construct all devices (silt fences, retention areas, etc.) for sediment control at the locations required to protect federal, state, and local water bodies and water courses and drainage systems before beginning to excavate the site. All devices shall be properly maintained in place until a structure or paving makes the device unnecessary or until directed to permanently remove the device.
- B. The Contractor shall use mulch to temporarily stabilize areas subject to excessive erosion and to protect seed beds after planting where required.
- C. Filter fabric, synthetic bales, or other approved methods shall be placed and secured over the grates of each existing inlet, grating or storm pipe opening near the area of excavation to prevent silt and debris from entering the storm systems.
- D. The Contractor shall use silt fences, synthetic bales and floating turbidity barriers as shown on the plans or as directed by the Owner or Owner's Representative to restrict movement of sediment from the site.
- E. The Contractor shall establish vegetative cover on all unpaved areas disturbed by the work.

PART 2 – PRODUCTS

2.01 GENERAL

- A. Open-mesh biodegradable mulching cloth.
- B. Fertilizer shall be slow release 10-10-10 grade or equivalent.
- C. Lime shall be Dolomitic Agricultural Ground limestone, in accordance with FDOT Section 982.
- D. Grass shall be in accordance with Section 02936, Grassing, Seeding and Sodding.
- E. Silt fence shall consist of non-biodegradable filter fabric (Trevira, Mirafi, etc.), in accordance with FDOT Section 985, wired to galvanized wire mesh fencing and supported by wood or metal posts.
- F. Floating or staked turbidity barriers as specified in FDOT Spec. Section 985 and FDOT Standard Index 103.
- G. Erosion Stone: FDOT Section 530
 - 1. Sand-Cement Riprap

2. Concrete Block
 3. Rubble 20 to 300 pounds each
- H. Filter Fabric for placing under Riprap shall meet the requirements of FDOT Section 985.
- I. Synthetic bales in accordance with FDOT Section 104.

PART 3 - EXECUTION

3.01 CLEARING

- A. The Contractor shall schedule and perform clearing and grubbing so that subsequent erosion-control practices can follow immediately. Excavation, borrow, and embankment operations will be conducted as a continuous operation. All construction areas not otherwise protected shall be stabilized within 14 days and planted with permanent vegetative cover within 30 working days after completing active construction.

3.02 STABILIZING

- A. The angle for graded slopes and fills shall be no greater than the angle that can be retained by vegetative cover or other adequate erosion-control devices or structures. All disturbed areas outside of embankment left exposed will, within 14 days of completion of any phase of grading, be planted or otherwise provided with either temporary or permanent ground cover, devices, or structures sufficient to restrain erosion.

3.03 REQUIREMENTS

- A. Install and maintain silt fences, dams, traps, barriers, and appurtenances as shown on the drawings. Replace deteriorated hay bales, silt fence, and dislodged filter stone. Repair portions of any devices damaged at no additional expense to the Owner.
- B. Install all sediment control devices in a timely manner to ensure the control of sediment. At sites where exposure to sensitive areas is likely, complete installation of additional sediment control devices before starting earthwork.
- C. Use approved temporary erosion control features to correct conditions that develop during Construction that were not foreseen when the initial Erosion and Sedimentation Control Plan was first developed.
- D. Whenever land-disturbing activity is undertaken on a tract, a ground cover sufficient to restrain erosion must be planted or otherwise provided within

30 calendar days on that portion of the tract upon which further active construction is to be undertaken.

- E. If any earthwork is to be suspended for any reason for longer than 14 calendar days, the areas involved shall be seeded with vegetative cover or otherwise protected against excessive erosion during the suspension period. Suspension of work in any area of operation does not relieve the Contractor of the responsibility to control erosion in that area.
- F. Should any of the temporary erosion and sediment control measures employed by the Contractor fail to produce results that comply with the requirements of the Regulatory agency having jurisdiction or the Owner, the Contractor shall immediately take whatever steps necessary to correct the deficiency at its own expense to protect the Work and any adjacent property to the site, as well as to prevent contamination of any stormwater conveyance, river, stream, lake, tidal waters, reservoir, canal, IMS4, or other water impoundments.
- G. The side slope areas with unstabilized or unprotected soil cover shall be minimized at all times to limit erosion and sedimentation.
- H. Incorporate permanent erosion control features into the Project at the earliest practical time.

3.04 VEGETATIVE COVER

- A. Preparation of Seedbed. Areas to be seeded shall be scarified a depth of 4 inches until a firm, well-pulverized, uniform seedbed is prepared. Fertilizer shall be applied during the scarification process in accordance with the following rates:

Fertilizer—per manufacturer's recommended rate.
- B. Seeding. Disturbed areas along embankments shall be permanently seeded with mix specified in Section 02936, Grassing, Seeding, and Sodding.
- C. The Contractor shall mulch all areas immediately after seeding. Mulch shall be applied and anchored as specified in Section 02936, Grassing, Seeding, and Sodding.

3.05 MAINTENANCE

- A. The Contractor shall maintain all temporary and permanent erosion-control measures in functioning order. Temporary structures shall be maintained until such time as vegetation is firmly established and grassed areas shall be maintained until completion of the project. Areas which fail to show a suitable stand of grass or which are damaged by erosion shall be immediately repaired. No additional payment will be made to the Contractor for re-establishing erosion-control

devices, which may become damaged, destroyed, or otherwise rendered unsuitable for their intended function during the construction of the project.

- B. The Contractor shall remove all silt, sediment, and debris buildup regularly to maintain functioning storm systems and erosion-control devices.

3.06 REMOVAL OF SEDIMENT CONTROL DEVICES

- A. Near completion of the project and/or in accordance with the Erosion and Sedimentation Control Plan (Stormwater Pollution Prevention Plan) and the Notice of Intent for Construction Activities filed with regulatory agencies, as acceptable to the Owner, the Contractor shall dismantle and remove the temporary devices used for sediment control during construction. All erosion-control devices in seeded areas shall be left in place until the grass is established. The Contractor shall seed areas around devices and mulch after removing or filling temporary control devices.
- B. The Contractor shall clean up all areas at the completion of the project.

END OF SECTION

SECTION 02750

REMOVING AND REPLACING PAVEMENT

PART 1 - GENERAL

1.1 Scope

- A. The work to be performed under this Section shall consist of removing and replacing existing pavement, sidewalks and curbs in paved areas where such have been removed for construction of sewer and utility appurtenances and structures.
- B. All paved street or other paved areas cut by these operations shall be repaired and repaved in a workmanlike manner as shown or specified. All work shall be in accordance with Florida State Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition, unless noted otherwise herein or on the Plans.
- C. Owner shall obtain and the Contractor shall perform and comply with the requirements or Rights-of-Way all work-related activities in accordance with the requirements of the Authority's FDOT and /or Clay County Use Permits for this project where applicable.

1.2 References

A. ASTM International

- 1. ASTM A 185 – Welded Steel Wire Fabric for Concrete Reinforcement.
- 2. ASTM A 615 – Deformed and Plain Billet Steel Bars for Concrete Reinforcement,
- 3. Grade 60.
- 4. ASTM C 33 – Concrete Aggregate.
- 5. ASTM C 94 – Ready-Mixed Concrete.
- 6. ASTM C 143 – Slump of Hydraulic Cement Concrete.
- 7. ASTM C 150 – Portland Cement.
- 8. ASTM C 171 – Sheet Materials for Curing Concrete.
- 9. ASTM C 171 – Sampling Freshly Mixed Concrete.
- 10. ASTM C 173 – Air Content of Freshly Mixed Concrete by the Volumetric Method.
- 11. ASTM C 309 – Liquid Membrane-Forming Compounds for Curing Concrete.
- 12. ASTM D 422 – Particle-Size Analysis of Soils.
- 13. ASTM D 1752 – Preformed Sponge Rubber and Cork Expansion Joint Filler for Concrete Paving and Structural Construction.

B. State of Florida, Department of Transportation (FDOT): standard Specifications for

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Road and Bridge Construction, Latest Edition.

1. The provision therein for method of measurement and payment do not apply.
2. References to “Engineer” and “State” shall be interpreted to mean “Authority’s designated representative.”

- C. Specified references, or cited portions thereof, current at date of bidding documents unless otherwise specified, govern the work.

1.3 Quality Assurance

- A. Except as modified herein or as indicated, work and materials shall be performed and furnished in accordance with the FDOT Standard Specifications for Road and Bridge Construction, Latest Edition.
- B. Obtain all materials from respective same source throughout construction operations.
- C. Coordinate density testing of subbase, base course & compression strength testing of concrete with testing laboratory employed and paid for at the contractor’s expense.

1.4 Submittals

Provide certificates stating that materials supplied comply with Specifications. Certificates shall be signed by the material producer and the Contractor.

1.5 Conditions

A. Weather Limitations

1. Do not conduct paving operations when surface is wet or contains excess of moisture which would prevent uniform distribution and required penetration.
2. Construct prime and tack coats, and asphaltic courses only when atmospheric temperature in the shade is above 50 degrees F, when the underlying base is dry and when weather is not rainy.
3. Place base course when air temperature is above 35 degrees F and rising.

- B. Grade Control: Establish and maintain the required lines and grades for each course during construction operations

PART 2 - PRODUCT

2.1 Materials and Construction

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- A. All material shall conform to the applicable sections of the Florida Department of Transportation (FDOT) Standard Specification for Road and Bridge Construction (latest edition).
- B. Special Surfaces: Where driveways or roadways are disturbed or damaged which are constructed of specialty type surfaces, e.g., brick or stone, these driveways and roadways shall be restored utilizing similar, if not original, materials. Where the nature of these surfaces dictates, a specialty Contractor shall be used to restore the surfaces to their previous or better condition. Special surfaces shall be removed and replaced to the limits to which they were disturbed.

PART 3 - EXECUTION

3.1 Removing Pavement

- A. Remove existing pavement as necessary for installing the pipe line, lateral, and/or cleanout and appurtenances.
- B. In areas where pavement will be removed or overlaid, the Contractor shall locate existing valves, and manholes, and shall document the location. The documentation shall include two measurements from the valve or manhole to permanent object such as a tree, fire hydrant, house corner or similar. It is the intent to provide a means to locate the valves and manholes so that they can be located and brought to grade following paving.
- C. Prior to excavation in paved streets or other paved areas, the pavement shall be cut along straight and perpendicular lines. Just prior to repaving, jagged edges shall be squared and cut to a string line so that the patch will present a neat appearance.
- D. Centerline stripes or other pavement markings which existed prior to the start of construction shall be replaced. No separate payment will be made for stripping or marking unless shown.
- E. The paved surface of the replacement shall be finished flush with the existing pavement and shall conform to the existing street contour.
- F. Damage to Adjacent Pavement: Do not disturb or damage the adjacent pavement. If the adjacent pavement is disturbed or damaged, remove and replace the damaged pavement.
- G. Damage to Traffic Signal Loops: Any pavement removal which will include removal of traffic signal loops embedded in the pavement shall be coordinated with the Traffic Engineering Department having jurisdiction over the traffic signal five days prior to pavement removal.
- H. Sidewalk: Remove and replace any sidewalks disturbed by construction for their full width and to the nearest undisturbed joint.
- I. Curbs: Tunnel under or remove and replace any curb disturbed by construction to the nearest

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undisturbed joint.

- J. Pavers: Remove pavers so that they remain intact. Store safely to avoid damage.

3.1 Replacing Pavement

- A. Pavement shall be replaced as soon as practical after all testing is completed and underground construction is approved. In no case shall an area remain unpaved for more than 14 days after the original surface was removed. Should completion of testing and approval preclude final paving within 30 days, temporary asphaltic concrete patching shall be installed and maintained until pavement can be replaced in accordance with the standard detail drawing.
- B. During backfilling and compaction of the backfill, arrange to have the subgrade material verified and tested. The subgrade shall meet the requirements for Type B stabilization.
- C. Temporary trench backfill along streets and driveways shall include 8-inches of lime rock base, crushed stone, crushed concrete as a temporary surfacing of the trenches, or asphalt as directed by the County of FDOT. This temporary surface shall be maintained carefully at grade and dust-free by the Contractor until the pavement is replaced. All temporary surfacing not meeting the requirements for the pavement (including base) shall be removed.
- D. Replace driveways, sidewalks and curbs with the same material as existing, to nearest existing undisturbed construction joint and to the same dimensions as those existing.
- E. Where the paved surface is to be replaced, the temporary surface and backfill material shall be removed to the depth and width as required to replace the pavement in accordance with the Authority having jurisdiction. All edges of the existing pavement shall be cut to a straight, vertical edge. Care shall be used to get a smooth joint between the old and new pavement and to produce an even surface on the completed street. Concrete base slabs and crushed stone bases, if required, shall be placed and allowed to cure for three days before bituminous concrete surface courses are applied. Expansion joints, where applicable, shall be replaced in a manner equal to the original joint.
- F. Pavement Resurfacing (asphalt overlay)
 - 1. Certain areas to be resurfaced may be specified or noted on the Drawings.
 - 2. Where pavement to be resurfaced has been damaged with potholes, the Contractor shall remove all existing loose pavement material and backfill with compacted Bituminous Plant Mix Base, as specified, to the level of the existing pavement. After all pipe line installations are complete and existing pavement has been removed and replaced along the trench route, apply tack coat and surface course as specified.
- G. Resurfacing limits shall be perpendicular to the road centerline. The limits of resurfacing shall be

10 feet beyond the edge of the pavement replacement on the main road being resurfaced, and to the point of tangency of the pavement on the side streets.

- H. Pavement Striping: Pavement striping removed or paved over shall be replaced with the same type, dimension and material as original unless directed otherwise by the County or FDOT.
- I. Traffic Signal Loops: The replacement or repair of all traffic signal loops removed or damaged during the removal and replacement of pavement shall be coordinated by the Contractor with the Traffic Engineering Department having jurisdiction over each traffic signal. The Contractor shall be responsible for payment of all fees associated with replacement or repair of traffic signal loops.

3.2 Sidewalk and Curb Replacement

A. Construction

1. All concrete sidewalks and curbs shall be replaced in accordance with the FDOT standard specifications for Road and Bridge Construction, unless modified herein.
 2. Forms for sidewalks shall be of wood or metal, shall be straight and free from warp, and shall be of sufficient strength, when in place, to hold the concrete true to line and grade without springing or distorting.
 3. Forms for curbs shall be metal and of an approved section. They shall be straight and free from distortions, showing no vertical variation greater than 1/8-inch in 10 feet and no lateral variation greater than 1/4-inch in 10 feet from the true plain surface on the vertical face of the form. Forms shall be of the full depth of the structure and constructed such to permit the inside forms to be securely fastened to the outside forms.
 4. Securely hold forms in place true to the lines and grades to match existing.
 5. Wood forms may be used on sharp turns and for special sections, as approved by the County or FDOT. Where wooden forms are used, they shall be free from warp and shall be the nominal depth of the structure.
 6. All mortar and dirt shall be removed from forms and all forms shall be thoroughly wetted before any concrete is deposited.
- B. When a section is removed, the existing sidewalk or curb shall be cut to a neat line, perpendicular to both the centerline and the surface of the concrete slab. Existing concrete shall be cut along the nearest existing construction joints; if such joints do not exist, the cut shall be made at minimum distances to match existing.
- C. Existing concrete sidewalks and curbs that have been cut and removed for construction purposes

shall be replaced with the same width and surface as the portion removed. Sidewalks shall have a minimum uniform thickness of 4-inches. The new work shall be neatly jointed to the existing concrete so that the surface of the new work shall form an even, unbroken plane with the existing surfaces.

- D. The subgrade shall be at a depth equal to the thickness of the concrete, plus two inches. Subgrade shall be of such width as to permit the proper installation and bracing of the forms. Subgrades shall be compacted by hand tamping or rolling. Soft, yielding or unstable material shall be removed and backfilled with satisfactory material.

E. Joint for Curbs

1. Joints shall be constructed to match existing or as specified. Construct joints true to line with their faces perpendicular to the surface of the structure and within 1/4-inch of their designated position.
 2. Thoroughly spade and compact the concrete at the faces of all joints filling all voids.
 3. Install expansion joint materials at the point of curve at all street returns.
 4. Install expansion joint material behind the curb at abutment to sidewalks and adjacent structures.
 5. Place contraction joints every 10 feet along the length of the curbs and gutters. Form contraction joints using steel templates or division plates which conform to the cross section of the structure. Leave the templates in place until the concrete has set sufficiently to hold its shape but remove them while the forms are still in place. Contraction joint templates or plates shall not extend below the top of the steel reinforcement or they shall be notched to permit the reinforcement to be continuous through the joint. Contraction joints shall be a minimum of 1-1/2-inches deep.
- F. Expansion joints shall be required to replace any removed expansion joints. Expansion joints shall be true and even, shall present a satisfactory appearance, and shall extend to within 1/2-inch of the top of finished concrete surface.

G. Finishing

1. Strike off the surface with a template and finish the surface with a wood float using heavy pressure, after which, contraction joints shall be made and the surface finished with a wood float or steel trowel.
2. Finish the face of the curbs at the top and bottom with an approved finishing tool of the radius to match existing.
3. Finish edges with an approved finishing tool having a 1/4-inch radius.
4. Provide a final broom finish by lightly combing with a stiff broom after troweling is

- complete.
5. The finished surface shall not vary more than 1/8-inch in 10 feet from the established grade.

H. Driveway and Sidewalk Ramp Openings

1. Provide driveway openings of the widths and at the locations to match existing and as directed by the Authority.
 2. Provide sidewalk ramp openings to match existing, in conformance with the applicable regulations and as directed by the Authority.
- I. Concrete shall be suitably protected from freezing and excessive heat. It shall be kept covered with burlap or other suitable material and kept wet until cured. Provide necessary barricades to protect the work. All damage caused by people, vehicles, animals, rain, the Contractor's operations and the like shall be repaired by the Contractor, at no additional expense to the Authority.
- J. Paver Installation – Reinstall pavers to their original position.

K. Maintenance

The Contractor shall maintain the surfaces of roadways built and pavements replaced until the acceptance of the Project. Maintenance shall include replacement, scraping, reshaping, wetting and rerolling as necessary to prevent raveling of the road material, the preservation of reasonably smooth surfaces and the repair of damaged or unsatisfactory surfaces, to the satisfaction of the Authority. Maintenance shall include sprinkling as may be necessary to abate dust from the gravel surfaces.

L. Supervision and Approval

1. Pavement restoration shall meet the requirements of the agency responsible for the pavement. Obtain agency approval of pavement restorations before requesting final payment.
2. Obtain the County's or FDOT's approval for restoration of pavement.
3. Failure of Pavement: Should any pavement restoration or repairs fail or settle during the life of the Contract, including the bonded and warranty periods, promptly restore or repair defects.

4. If replacement of the asphalt surface is required to repair defect, the entire lane shall be replaced for a distance that extends 10 feet beyond the limits of the defected area.

M. Cleaning

The Contractor shall remove all surplus excavation materials and debris from the street surfaces and rights-of-way and shall restore street, roadway or sidewalk surfacing to its original condition. Surplus material and debris shall be disposed of by the Contractor at an off-site location in accordance with the local, State and Federal Agency requirements.

END OF SECTION

SECTION 02766

RELINING UNDERGROUND PIPELINES

PART I – GENERAL

A. DESCRIPTION

This section provides for the reconstruction of pipelines and conduits by the installation of a resin-impregnated flexible tube, which is tightly formed to the original conduit. The resin is cured using either hot water under hydrostatic pressure or steam pressure within the tube. The Cured-In-Place Pipe (CIPP) will be continuous and tight fitting. This specification describes CIPP relining for 8-inch to 24-inch diameter piping. CIPP rehabilitation of service laterals lining is described in Section 02767 Sanitary Sewer Service Lateral Rehabilitation.

B. SCOPE OF WORK:

The contractor shall provide all labor, supervision, materials, equipment and incidentals required for the rehabilitation of various sized sanitary sewer gravity mains with resin impregnated cured-in-place pipe (CIPP) in accordance with all applicable Owner and industry standards. Work assigned under this contract may include, but is not limited to, the following activities:

- Sanitary sewer cleaning
- Sanitary sewer pre- and post- work inspections
- Easement access
- Maintenance of Traffic (MOT)
- Isolation and by-pass pumping
- Cured-In-Place Pipe reconstruction
- Chemical and physical product testing
- Hydraulic capacity testing
- Reinstatement of services and pressure grouting
- Site restoration.

C. EQUIPMENT/VEHICLES

All contractor/subcontractor equipment shall be sufficient in size and number for work to be done in a timely manner under this contract. All contractor/subcontractor equipment shall be maintained in good operating condition. The Owner reserves the right to reject any equipment it deems unsafe or insufficient in size and/or number to perform work under this contract. It shall be the sole responsibility of the contractor/subcontractor to replace rejected equipment in a timely manner and at no cost to the Owner.

D. REFERENCED DOCUMENTS

This specification references the following standards from the American Society for Testing and Materials which are made a part hereof by such reference and shall be the latest edition and revision thereof. In case of conflicting requirements between this specification and these referenced documents, this specification will govern:

- ASTM F1216 Rehabilitation of Existing Pipelines and Conduits by the Inversion and Curing of a Resin-Impregnated Tube
- ASTM F1743 Rehabilitation of Existing Pipelines by Pulled-in-Place Installation of Cured-in-Place Thermosetting Resin Pipe (CIPP)
- ASTM D5813 Cured-in-Place Thermosetting Resin Sewer Pipe
- ASTM D790 Test Methods for Flexural Properties of Un-reinforced and Reinforced Plastics and Electrical Insulating Materials
- ASTM D2990 Tensile, Compressive, and Flexural Creep and Creep-Rupture of Plastics.

D. REQUIREMENTS:

1. The Contractor shall be certified in confined space entry and traffic control per OSHA requirements.
2. Cleaning of Sewer Lines: The contractor shall remove and properly dispose of all internal debris from the inside of sewer lines that will interfere with the installation of CIPP.
3. Bypassing Sewage: The contractor shall provide for the flow of sewage around the sections of pipe designated for reconstruction. The bypass shall be made by plugging the line at an existing upstream manhole and pumping the flow into a downstream manhole by way of restrained watertight pipe. The pump(s) and bypass lines shall be of adequate capacity and size to handle the average daily flow. Backup bypass pump(s) of adequate size and capabilities shall be on site at all times of by-pass pumping.
4. TV and Inspection of Pipelines: Inspection of pipelines shall be performed by experienced personnel trained in locating breaks, obstacles and service connections by close circuit television. The interior of the pipeline shall be carefully inspected to determine the location of any conditions which may prevent proper installation of CIPP into the pipelines and it shall be noted that these conditions can be corrected. A video and suitable log shall be kept for later reference by the Owner. All video inspection shall be witnessed by an Owner representative as it is being performed.
5. Manhole/Liner Interface: It shall be the responsibility of the contractor to make a watertight seal at the interface where the liner/host pipe meets the manhole.
6. Service Reconnection: Service reconnection refers to the reinstatement of the customer service connection of the sewer main after the installation of Trenchless Pipe Reconnection System. This is accomplished from within the sewer main via a remote-controlled cutting device. The service reconnection will not be considered by

- the Owner to be complete until it is polished.
7. Service with Pressure Grouting: Service wye to be pressure grouted after mainline has been rehabilitated and service line re-instated. A non-shrinking chemical grout is to be used (Avanti 118/101 or Cues Quickseal 105 are acceptable). The contractor shall provide trenchless reconstruction of service lateral and main line sewers. The contractor shall have the capability of performing services which include televised inspection, data collection, system flow analysis and pipeline reconstruction.
 8. The contractor shall provide services that include safety measures for both the public and workers shall coordinate all scheduling with the Owner.
 9. The contractor shall be completely responsible for the control of the environment of the work site during on-site operations. All precautions shall be taken by the selected contractor to protect the workers, public and Owner staff from the exposure to harmful or hazardous substances within the sewer system.
 10. The contractor shall be responsible for all traffic control during operation and bypass pumping. Because the Owner's sewer are located in rights of way owned and maintained by various agencies, the maintenance of traffic shall be as required by these various agencies, including but not limited to, the Florida Department of Transportation, Clay County and the Town of Orange Park. The Contractor shall be responsible for ensuring the MOT plan meets with these agencies approval.
 11. The contractor shall be responsible for the disposal of all waste materials and shall transport waste materials to CCUA's Miller Street Wastewater Treatment Plant located at 1601 Bartlett Avenue, Orange Park, FL 32073 for processing. Owner shall approve all waste materials disposal schedules. The selected contractor shall be responsible for all waste material spills and clean-up in the loading, hauling and unloading of the contractor's equipment.
 12. The contractor shall be responsible for all costs associated with cure water disposal.
 13. The contractor shall be responsible for properly installing an approved backflow prevention device inline to the freshwater fill line of all jetting and/or vacuum equipment.
 14. The contractor shall be responsible for conforming to any and all requirements regarding hauling and disposal of wastes from each work site in accordance with OSHA regulations and those that may be mandated by federal, state or local governments.
 15. The contractor shall ensure that all waste material transporters possess all required federal, state and local regulations, including but without limitation, 40 CFR Part 263, "Standards Applicable to Transporters of Hazardous Waste" and Chapter 17-730, Part 3, Florida Administrative Code, as may be amended from time to time.
 16. The contractor shall inform the Owner of its planned work schedules and shall afford the Owner reasonable opportunity to observe and inspect the contractors work in process. The Owner will be advised of all schedule changes and notified when a work site is left for a 24-hour period when work is not complete.
 17. The contractor shall be responsible for obtaining potable water from the Owner for use on the project. A construction meter must be obtained from the Owner prior to the start of work. The Owner will not charge for the meter use of the water. If the meter is

not promptly returned upon completion of a project, the Owner will retain money from the project to cover the cost of meter replacement.

E. LICENSES/PERMITS:

It shall be the responsibility of the Contractor to obtain all necessary municipal and other governmental licenses/permits and approvals or consent from utilities or carriers such as the telephone company, power company, and/or other persons/organizations upon whose property or authority performance of work under the contract might impinge.

PART II – PRODUCTS

A. MATERIALS

1. Tube – the sewn Tube shall consist of one or more layers of absorbent non-woven felt fabric and meet the requirements of ASTM F1216, Section 5.1 or ASTM F1763, Section 5.2.1 or ASTM D 5813, Section 5 and 6. The tube shall be constructed to withstand installation pressures, have sufficient strength to bridge missing pipe, and stretch to fit irregular pipe sections.
 - a) The wet out Tube shall have a relatively uniform thickness that when compressed at installation pressures will equal or exceed the calculated minimum design CIPP wall thickness.
 - b) The Tube shall be manufactured to a size that when installed will tightly fit the internal circumference and length of the original pipe. Allowance should be made for circumferential stretching during installation.
 - c) The outside layer of the Tube shall be coated with an impermeable, flexible membrane that will contain the resin and allow the resin impregnation (wet out) procedure to be monitored.
 - d) The Tube shall contain no intermediate or encapsulated elastomeric layers. No material shall be included in the Tube that may cause delamination in the cured CIPP. No dry or unsaturated layers shall be evident.
 - e) The wall color of the interior pipe surface of CIPP after installation shall be a relatively light reflective color so that a clear detailed examination with closed circuit television inspection equipment may be made.
 - f) Seams in the Tube shall be stronger than the non-seamed felt material.
2. Resin – The resin system shall be a corrosion resistant polyester or vinyl ester system

including all required catalysts, initiators that when within the tube create a composite that satisfies the requirements of ASTM F1216, ASTM D5813 and ASTM F1743, the physical properties herein, and those which are to be utilized in the submitted and approved design of the CIPP for this project. The resin shall produce a CIPP that will comply with the structural and chemical resistance requirements of this specification.

B. STRUCTURAL REQUIREMENTS

1. The CIPP shall be designed as per ASTM F1216, Appendix X.1. The CIPP design shall assume no bonding to the original pipe wall.
2. The layers of the cured CIPP shall be uniformly bonded. It shall not be possible to separate any two layers with a probe or knife blade so that the layers separate cleanly or the probe or knife blade moves freely between the layers. If the layers separate during field sample testing, new samples will be required to be obtained from the installed pipe. Any recurrence may cause rejection of the work.
3. The cured pipe material (CIPP) shall conform to the structural properties as listed below.

MINIMUM CIPP PHYSICAL PROPERTIES			
Property	Test Method	Cured Polyester Composite	
		Min. per ASTM F1216	Enhanced Resin
Modulus of Elasticity	ASTM D790	250,000 psi	400,000 psi
Flexural Stress	ASTM D790	4,500 psi	4,500 psi

C. PRODUCT PERFORMANCE

Standard lining products are intended to have a 50-year design life and in order to minimize Owner's risk, only proven products with substantial successful long-term track records will be approved. Proposed products must meet or exceed ALL of the following criteria to be deemed commercially acceptable.

For a *product* to be considered commercially proven, a minimum of 2,000,000 linear feet of successful sanitary sewer system installations in the United States within 5 years must be documented to the satisfaction of the Owner to assure commercial viability. In addition, at least 500,000 linear feet of 8" through 24" of the product shall have been in successful service within the State of Florida for a minimum of five (5) years.

D. INSTALLER QUALIFICATIONS

For an *installer* to be considered commercially proven, the installer must satisfy all insurance, financial and bonding requirements of the Owner, and must have had at least five (5) years active experience under the firm's current corporate name in the commercial installation of the proposed product. In addition, the installer must have

successfully installed at least 1,000,000 linear feet within 24 months of the proposed product in sanitary sewer systems.

E. CLEANING CONTRACTOR QUALIFICATIONS

Cleaning operations shall be conducted by experienced personnel who have previously been engaged in cleaning operations of similar size and complexity to the work described herein. A contractor conducting cleaning operations on existing sewer lines shall have five (5) years experience in cleaning existing sewer lines using the equipment specified herein and shall have successfully completed projects containing a total of at least 200,000 linear feet within the past two (2) years.

PART III – EXECUTION

A. SANITARY SEWER CLEANING

- a. Scope: Work performed under this section includes removal and disposal of all dirt, roots, grease, solids, or semi-solids from sanitary sewer mains and manholes as indicated on the drawings and as specified herein to the extent that video inspection, flow isolation, and manhole inspection can be performed.
- b. Submittals:
 1. The contractor shall submit a Cleaning Log Sheet for the purposes of recording pertinent information relative to the sanitary sewer structures being cleaned.
 2. Material Safety Data Sheets (MSDS) submittals shall be made for all chemical cleaning agent proposed for use under this contract.
- c. Equipment: The equipment selected for cleaning shall be capable of removing all accumulated dirt, sand, grease, rocks and other deleterious materials and obstruction from the sewer lines. All equipment used for cleaning operations shall be designed and intended to do the type of work which is specified. When at all possible, the equipment shall be a self-contained unit to handle all operations. The equipment used shall be the product of a manufacturer actively engaged in the research, development and manufacturing of said equipment. Any violations of these specifications may be grounds of removal of the equipment and replacement with equipment meeting these specifications, at no additional cost to the Owner.
 1. High Velocity Cleaning Equipment: All high velocity hydraulic sewer cleaning equipment shall be truck mounted. The equipment shall have a minimum of 500 feet of $\frac{3}{4}$ inch I.D. high pressure hose with a selection of two or more high velocity nozzles. The nozzles shall have a capacity of 50 GPM at a minimum

working pressure of 1000 psi. The nozzles shall be capable of producing a scouring action from 15° to 45° in the direction of cleaning and perpendicular to the sewer axis in all size lines designated to be cleaned. Equipment shall also include a high velocity gun for washing and scouring manhole walls and floor. The gun capacity shall equal 3.5 to 27 GPM at between 200 and 800 psi. The gun shall be capable of producing flows from a fine spray to a long distance solid stream. The equipment shall carry its own 1200 gallon (minimum) water tank capable of holding corrosive or caustic cleaning, sanitizing or degreasing chemicals if required by the Owner, auxiliary engines and pumps, and hydraulically driving hose reel. All controls shall be located so that the equipment can be operated aboveground.

2. Hydraulically Propelled Cleaning Equipment: Hydraulically propelled cleaning equipment used shall be a movable dam type and be constructed in such a way that a portion of the dam may be collapsed instantly will not be considered as acceptable cleaning equipment. The movable dam shall be of equal diameter as the pipe being cleaned and shall provide a flexible scraper around the outer periphery to insure total removal of the grease or obstruction.
3. Mechanical Cleaning Equipment: Bucket machines shall be in pairs with each machine powered by a minimum of a 16 horsepower engine to insure sufficient pulling power. Each machine shall be equipped with a two speed transmission and shall be able to pull at rates of 175 feet per minute in high speed. The belt clutch gear reduction shall be a combination of approximately 83 to 1 reduction in low speed and 55 to 1 in high speed. The power rodding machine shall be of a “continuous rod” type capable of holding a minimum of 750 feet of rod. The machine and rod shall be specially treated steel, designed for the purpose intended. The machine shall have a positive rod drive and produce a 2,000 pound rod pull. To insure safe operation, the machine shall have a fully enclosed body and an automatic safety throw-out clutch or relief valve. The final pass shall be with a brush large enough to assure that the line has been cleaned sufficiently. This brush shall be mechanically driven, with the power mechanism properly sized. All electrical drops required by the contractor shall be arranged by the contractor. Lumberjack cutters, chain cutters/knockers, and porcupine cleaners shall be allowed when operated in accordance with manufacturer recommendations.
4. Capture and Removal of Debris: The contractor shall furnish equipment standard in the industry for the purpose of preventing debris from being washed past the manhole downstream of the line segment being cleaned, and for removing the debris from the manhole.
5. Water Requirements: The Owner shall provide access to water via fire hydrants for cleaning, inversion and other work items requiring water. It shall be the

Contractor's responsibility to obtain the proper meter from the owner. All water used for any function of the work shall be metered. The Owner will not charge for the use of potable water but will retain money from the project to repair damaged meters or replace the meter if it is not promptly returned upon completion of the work. Only potable water shall be used for this work.

d. Execution:

1. General: It is the intent of these specifications to provide a basis by which a sanitary sewer line can be cleaned of all debris so that further work can be carried out. The designated sanitary sewer lines shall be cleaned using high velocity, hydraulically propelled or mechanically powered sewer cleaning equipment as specified. Selection of the equipment used shall be based on the conditions of the lines at the time the work commences. The equipment and methods selected shall be satisfactory to the Owner. Cleaning of sewer lines shall be accomplished by trapping and collecting all sand, debris, grease and other materials, at the next manhole downstream of the line being cleaned and removal and proper disposal of said materials. The cleaning operations may also provide a means by which the sewer line can be threaded, i.e., a cable inserted in the line so that the television camera may be pulled through. Once a section of pipe has been televised and accepted as complete, no cleaning may occur to sections upstream.
2. Site Visit: The contractor shall be responsible for conducting a physical reconnaissance of the area to be cleaned in order to verify the location of known and /or accepted manholes.

The contractor shall utilize magnetic locator to attempt to identify the location of buried manhole cover and notify the Owner representative so that Owner personnel can excavate it and bring it up to grade prior to cleaning. Under no circumstances shall the contractor excavate buried manholes without prior contractual authorization from the Owner.

e. Hydraulic Cleaning Methodology:

1. High Velocity Cleaning Methodology: High velocity hydro-cleaning shall consist of cleaning and flushing of the sewer line by means of water pumped into the line at a high velocity. This shall be accomplished using approved equipment to deliver water to a self-propelled nozzle to do the necessary cleaning and flushing. As many passes as necessary shall be made to sufficiently clean the sewer line. Satisfactory precautions shall be taken to protect the sewer line from damage that might be inflicted by the improper use of cleaning equipment.
2. Hydraulically Propelled Methodology: Whenever hydraulically propelled cleaning tools, which depend on water pressure to provide their cleaning force, or any tools

which retard the flow of water in the sewer line are used, precautions shall be taken to insure that the water does not cause damage of flooding to the public or private property being served by the manhole section involved.

3. Capture and Removal of Debris: When hydraulic cleaning equipment is used, a suitable weir or dam shall be construed in the downstream manhole in such a manner that both the solids and water shall be trapped. This trapped solution shall then be pumped, using a method approved by the Owner, from the manhole into a retention chamber above ground. The retention chamber shall contain not less than two baffles to insure complete settlement of the solids before returning the liquid to the sewer line.

f. Mechanical Cleaning Methodology:

1. Rodding: Cleaning shall be with a power-driven continuous steel rod of sufficient length and gauge with the proper cleaning heads or augers, so as to loosen all solids or other materials. It shall also provide a means to thread a cable for the power winch. Lumberjack cutters, chain cutters/knockers, and porcupine cleaners may be used, when appropriate, for pipe cleaning.
2. Bucket Machine: Removal of all solids, materials and other debris shall be by means of a clam-shell type bucket and/or other appliances dragged through the sewer line with power winches of suitable size and horsepower.
3. Supplemental Cleaning: After all material has been removed by mechanical cleaning, a minimum of one pass using hydraulic cleaning methods shall be performed to insure complete removal of material from the walls of the pipe. Any damage to pipes will be repaired.
4. Capture and Removal of Debris: When mechanical cleaning equipment is used, debris captured in the downstream manhole shall be removed in a manner approved by the Owner, or as described above.

- g. Special Cleaning Requirements for Cast Iron Pipe: After cleaning pipe of normal sewage deposits such as sand and grease by methods above, the pipe shall be cleansed of tuberculation, including rust buildup and mineral deposits. Acceptable methods include lumberjack cutters, chain cutters/knockers, and porcupine cleaners. For pipe diameters greater than 24-inch, the contractor may choose any equipment necessary to remove the tuberculation, such as a "pig" or rodder; however, no equipment shall be used which may damage the pipe, manholes, street or downstream pump station. Where practical, the line shall be proofed by pulling a slip lining pulling head for the size of the pipe involved through the pipe to insure that no restrictions remain. The Contractor may choose a similar proofing device acceptable to CCUA.

- h. Sanitary Sewer Manhole Modifications: Any modifications to manholes to facilitate cleaning shall be the contractor's responsibility and shall be subject to acceptance of the Owner. Contractor shall salvage and reuse all manhole covers and rings that are removed

during sewer line and manhole rehabilitation.

i. Material Removal and Cleanup:

1. Material Removal: All sludge, dirt, sand, rocks, grease and other solid or semi-solid material resulting from the cleaning operation shall be removed at the downstream manhole of the section being cleaned. Passing material from manhole section to manhole section will not be permitted. Under no circumstances will the contractor be allowed to accumulate debris, sand, etc., on the site of work beyond the time limit acceptable to the Owner, except in totally enclosed container, and only with the written acceptance of the Owner. All solids or semi-solids resulting from the cleaning operations shall be removed from the site and disposed of at a location approved by the Owner.
2. Root Removal: All roots shall be removed. Special attention shall be given during the cleaning operation to assure complete removal of roots from joints in lines and manholes. Procedures may include hydro-cleaning and the use of mechanical equipment such as rodding machines, bucket machines and winches using root cutters, lumberjacks, chain cutters/knockers and porcupines.
3. Degree of Cleaning: All dirt, debris, roots and other solid and liquid materials shall be removed from the sewer system to the extent that closed circuit television inspection can be performed. Light cleaning only, shall be conducted on all new sanitary sewer pipe. An Owner representative shall define the extent of the cleaning to be performed on existing pipes included within a given work order. The level of cleaning shall be defined as follows:
 - 3.1 Light Cleaning: The removal of ¼ diameter or less of sand and/or debris from a section of pipe. The removal of roots and/or tuberculation.
4. Manhole Clean-up: Clean up operations shall consist of cleaning all debris out of the man hole and off the ground around the manhole. This material shall be collected at the downstream manhole and disposed of in a sanitary mater in a location acceptable to the Owner.
5. Debris Disposal: All debris removed from the sewer shall be disposed of properly by and at the expense of the contractor. Transportation of debris or other material by the contractor shall be done in vehicles or equipment which contain the debris or other material in such a manner to minimize objectionable odor and avoid the possibility of dripping, spilling, scattering, leaking or blowing. Should mishaps occur for any reason, the contractor shall be responsible for cleaning up any debris or other material to the satisfaction of the Owner or other authorities having jurisdiction. All vehicles transporting debris or other material shall not exceed the maximum allowable load limits of any road being used.

- j. Restoration: The contractor shall be responsible for damage to public and private property which occurs as a direct result of the cleaning operations. The cost of restoring any damaged area to conditions prior to cleaning shall be borne by the contractor.
- k. Additional Cleaning: Should subsequent video inspection of cleaned sewers reveal that additional cleaning is required, the contractor shall re-clean the line at no additional expense to the Owner. Any additional video inspection or re-set up of video equipment required due to re-cleaning shall be at no additional expense to the Owner.

E. PRE- AND POST-WORK INSPECTIONS:

Prior to commencement of any proposed CIPP work and prior to acceptance of any completed CIPP work the sanitary sewers shall be videoed under the direct supervision of an Owner representative. An Owner representative must be on site during the entire inspection procedure period. If video inspection is performed without an Owner representative present, the video will not be accepted by the Owner and must be re-done in the presence of an Owner representative. One (1) copy of the DVD video and associated video logs shall be submitted to the Owner prior to scheduling the pre-final. If defects or problems are observed on the video, contractor shall meet with Owner staff to determine the acceptable method of repair. All work involved with repair shall be at no cost to the Owner.

Television inspection is mandatory and required to be provided by the contractor on all sewer mains that CIPP work has been done through this contract. Only pan and tilt type cameras will be allowed. Two (2) copies each of the written report and USB drive or archive quality DVD video record of the inspection with audible description of run, direction, location and description of any defect or abnormality shall be provided to the Owner at the time of the inspection. This shall be a color video with good clarity. No black and white or poor quality videos will be accepted. Television inspection shall be scheduled a minimum of seventy-two (72) hours in advance and a Owner representative is required to be on-site during entire length of each television inspection otherwise, the television inspection will be deemed invalid. Prior to televised work, all lines shall be cleaned in accordance with Technical Specifications. Contractor shall use NASSCO standard coding for video, LACP coding protocols for laterals.

F. INSTALLATION OF CIPP

- 1. CIPP installation shall be in accordance with ASTM F1216, Section 7 or ASTM F1743, Section 6, with the following modifications:
 - i. Resin impregnation – The quantity of resin used for tube impregnation shall be sufficient to fill the volume of air voids in the tube with additional allowances for polymerization shrinkage and the potential loss of resin

during installation through cracks and irregularities in the original pipe wall, as applicable.

- ii. Tube insertion – The wet out tube shall be positioned in the pipeline using either inversion or a pull-in method as defined within relevant ASTM standards previously stipulated. If pulled into place, a power winch or its equivalent should be utilized and care should be exercised not to damage the tube as a result of pull-in friction. The tube should be pulled-in or inverted through an existing manhole or approved access point and fully extend to the next designated manhole or termination point.
- iii. Temperature gauges shall be placed between the tube and the host pipe's invert position to monitor the temperatures during the cure cycle.
- iv. Curing shall be accomplished by utilizing hot water under hydrostatic pressure or steam pressure in accordance with the manufacturer's recommended cure schedule. A cool-down process shall be conducted that complies with the resin manufacturer's specification.
- v. Reinstatement of branch connections: It is the intent of these specifications that branch connections to buildings be re-opened without excavation, utilizing a remotely controlled cutting device, monitored by CCTV. Unless otherwise directed by the Owner, all laterals will be reinstated. No additional payments will be made for excavations for the purpose of reopening connections.

G. MAINTENANCE OF TRAFFIC (MOT):

- 1. It shall be the responsibility of the contractor to furnish all traffic control as per Florida Department of Transportation (FDOT) specifications as outlines in the "Work Zone Traffic Control for Maintenance and Utility Operation" (latest edition) for all aspects of assigned work.
- 2. The contractor shall perform all construction activity so that access to businesses can be maintained during non-working hours. Prior to access blockage, written notice will be given to the blocked business/resident a minimum of forty-eight (48) hours in advance, either mailed or hand-delivered with a copy of each furnished to the property or business owner.
- 3. The contractor shall maintain at least one lane of vehicular traffic at all times. The contractor shall also provide safety barricades and flag persons as required to properly maintain traffic flow. All traffic maintenance requirements contained in the FDOT "Manual on Traffic Control and Safety Practices" (latest edition) shall be conformed with, and shall be considered to be part of these specifications. The contractor shall

prepare and submit a traffic maintenance plan for acceptance by the Owner prior to the start of work.

H. LOCATES: Contractor responsible for all utility locates.

I. ISOLATION AND BYPASS OPERATIONS:

- a) Contractor shall be solely responsible for all isolation and bypass operations under all conditions. The contractor's objective of flow bypass and/or diversion pumping is to maintain an efficient and uninterrupted level of service to wastewater collection system users while maintenance of construction operations (including rehabilitation, repair or replacement) are facilitated on the segments being bypassed and/or from which flow is being diverted by:
 - 1. Ensuring that bypass and diversion pumps are adequately fueled, lubricated and maintained.
 - 2. Ensuring backup spare parts are expeditiously applied to the flow bypass and/or diversion pumping system in the event of component breakdown.
 - 3. Ensure an emergency backup plan is smoothly implemented in the event of system failure.
 - 4. Preventing backup, spillage, flooding or overflow onto streets, yards and unpaved areas or into building, adjacent ditches, storm sewers and water ways while flow bypass or diversion pumping takes place, and
 - 5. Ensuring that installation, startup and subsequent disassembly of the flow bypass and diversion pumping system is smoothly transitioned.
 - 6. Coordinating with Owner for modifying the operations plan, which may include temporary suspension of pump station operations or performing work during periods of low flow.
 - 7. Tanker trucks, if necessary and only when approved by Owner, which will be the responsibility of the Contractor.
- b) Flow bypass and diversion pumping shall be done in such a manner so as not to damage private or public property, or create a nuisance or public menace. The pumped sewage shall be in an enclosed hose or pipe that is adequately protected from traffic and shall be redirected into the wastewater collection system. After the work is complete, flow shall be returned to the sewer and all temporary equipment removed.

- c) When pumps are operating, an experienced bypass/diversion pump maintenance operator/mechanic and/or deputy shall continuously be on site to monitor the operation of the entire bypass/diversion system. The operator/mechanic and/or deputy shall comprehensively, methodically and continuously:
1. Adjust pump speed as appropriate so as not to adversely impact upstream or downstream flow condition levels.
 2. Check that the effectiveness and security of bulkheads, dams, diaphragms, plugs, valves, weirs and all other flow control devices are working effectively and according to plan.
 3. Check the integrity of hoses and couplings along the entire bypass/diversion system.
 4. Monitor lubrication levels and top off as necessary.
 5. Facilitate minor repairs as required.
 6. Report to Owner on problems arising.
- d) The contractor shall be solely responsible for planning and executing sewer flow control, bypass and diversion pumping operations. The contractor shall be entirely liable for damages to private or public property that may result from his/her operation and for all cleanup, disinfection, damages, and resultant fines in the event of spillage, flooding or overflow.
- e) In the event of accidental overflow or spillage, the contractor shall immediately stop the overflow and take action to clean up and disinfect the spillage. The Owner shall be notified immediately and in any event not less than twenty-four (24) hours following the occurrence.
- Should fines be subsequently imposed as a direct result of the overflow or spillage and the contractor is deemed to be entirely responsible, the contractor shall pay such fines as are imposed by the authorities. The Owner shall pay no fine(s) where it is shown the contractor was entirely responsible for any overflow or spillage.
- f) Once by-pass pumping is underway at any given site, work shall be completed as efficiently as possible without interruption.

J. WORK PRODUCT SUBMITTALS:

- a) Bypass Pumping: Submittals for the by-pass pumping plan are to be submitted and accepted no less than two weeks prior to execution of the work. The contractor is not to mobilize prior to acceptance of the pumping plan.

- b) Videotaping: Contractor is to submit one copy of video inspection prior to the start of work and after CIPP lining is completed for each project.

K. SITE RESTORATION:

1. The contractor shall restore the work site(s) on a daily basis where practical. All obstruction shall be cleared from roadways, sidewalks, bike paths and other public thoroughfares daily, to the largest extent possible. A public nuisance will not be created during restoration activities. All restoration activities are to be completed within a minimum of fourteen (14) calendar days of work being finished in a work area.
2. Site Restoration shall be performed in accordance with the following Sections:
 - Section 02140 Dewatering
 - Section 02221 Trenching, Backfilling and Compacting
 - Section 02370 Erosion and Sediment Control
 - Section 02750 Removing and Replacing Pavement
 - Section 02767 Sanitary Sewer Service Lateral Rehabilitation
 - Section 02936 Grassing, Seeding or Sodding.

L. WARRANTY:

- a. Contractor warrants to Owner that all products and work provided by Contractor to Owner under this Agreement will be free from material defects in workmanship and materials for a period of five (5) years from the earlier of the date on which Contractor's work is accepted by Owner or the date on which the Contractor completes performance and leaves the worksite. In the event that a material defect in workmanship or materials supplied by Contractor is found during the five-year period following acceptance of the work, then such defect shall be repaired, replaced or adjusted by Contractor at no additional cost to Owner. Owner's exclusive remedy in the event of any warranty claim hereunder is limited to correction of such defect, adjustment, repair or replacement as the Contractor shall at its sole option elect. The foregoing warranty is the exclusive warranty provided by contractor and is given in lieu of all other warranties, whether express, implied or statutory, including but not limited to, any implied warranties of merchantability or fitness or suitability for a particular purpose or use; and all other warranties are hereby expressly disclaimed.
- b. In no event shall Contractor's liability for warranties hereunder exceed the purchase price paid by the Owner for Contractor's work and materials.

- c. The warranty set out above shall be void and of no effect in the event that (i) Contractor is not notified of claim of defect within the five year period provided above; (ii) Contractor is not provided timely and unrestricted access to the site at which the claimed defect is located in order to investigate and/or repair, adjust or replace the work or materials claimed to be defective or Contractor is not provided suitable working conditions to perform such investigation, repair, adjustment or replacement; (iii) any materials or work is exposed to chemicals or substances other than those listed in the Specifications to this Agreement as accepted by Contractor; (iv) site conditions or pipeline, conduit or access way conditions are other than those disclosed to and accepted by Contractor; (v) Owner's site, pipeline, conduit or access ways are cleaned or modified in a manner not disclosed in writing to and accepted in writing by Contractor in advance of commencement of Contractor's work or tampered with prior to, during or after completion of Contractor's work; or (vi) the work, the site at which the work is performed or the materials provided by Contractor are otherwise abused or misused.

END OF SECTION 02766

SECTION 02767

SANITARY SEWER SERVICE LATERAL REHABILITATION

PART 1 - GENERAL

A. SUMMARY

It is the intent of this portion of the specification to provide for the reconstruction of 4-inch through 6-inch diameter service laterals and connections in 8" through 24" mainline pipes, normally without excavation, by the installation of a one-piece resin impregnated, flexible, non-woven felt tube installed into the existing lateral connection utilizing a pressure apparatus positioned in the mainline pipe. Curing shall be accomplished by use of ambient cure resin or other approved method to cure the resin into a hard impermeable cured-in-place pipe (CIPP) liner. When cured, the liner shall have a watertight connection seal at the mainline and extend over the length of the service lateral in a continuous one-piece structural pipe-within-a-pipe.

B. QUALIFICATIONS OF CONTRACTOR

The contractor or subcontractor performing the work of this section shall be employees of the company manufacturing the CIPP Lateral Lining system components, or shall be licensed by the system manufacturer. The Manufactured System must have a minimum of a five (5) year history of satisfactory performance with a minimum of 30,000 CIPP lateral installations. The contractor or subcontractor shall have a minimum of two (2) years of service continuous experience installing CIPP Lateral Lining in pipe of similar size, length and configuration as proposed in this project. In addition, the contractor or subcontractor shall have successfully installed 15,000 CIPP laterals in a wastewater collection system application. The onsite Superintendent must have installed over 5,000 CIPP laterals of like condition for this geographic area and have a minimum of 5 years of CIPP industry experience.

C. RELATED SECTIONS

- a. Section 02140 - Dewatering
- b. Section 02221 – Trenching, Backfilling and Compacting
- c. Section 02370 – Erosion and Sedimentation Control
- d. Section 02750 – Removing and Replacing Pavement
- e. Section 02936 – Grassing, Seeding, or Sodding.

D. ACTIVITIES INCLUDED

- a. Bypass pumping
- b. Pipe cleaning

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- c. Closed circuit television (CCTV) inspection
- d. Liner installation
- e. Cleanout assembly installation
- f. Site restoration.

E. REFERENCES

- a. This specification references ASTM test methods which are made a part hereof by such reference and shall be the latest edition and revision thereof.
 - i. ASTM F1216 - Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Inversion and Curing of a Resin-Impregnated Tube
 - ii. ASTM F1743 - Standard Practice for Rehabilitation of Existing Pipelines and Conduits by Pulled-in-Place Installation of Cured-in-Place Thermosetting Resin Pipe (CIPP)
 - iii. ASTM D5813 - Standard Specification for Cured In Place Thermosetting Resin Sewer Piping Systems.

F. SUBMITTALS

- a. Product data
 - i. Resin
 - 1. Long term test creep data confirming the resin system's 50-year design life in accordance with ASTM D2990.
 - 2. Chemical Resistance per ASTM F1216
 - 3. Certificate of Compliance with ASTM F1216
 - 4. Material Safety Data Sheets (MSDS)
 - ii. Liner
 - 1. Certificate of Compliance in accordance with ASTM F1216
 - 2. Certificate of Compliance in accordance with ASTM F1743 for pull-in-place tubes.
- b. CIPP wall thickness design calculations (for lateral liner) in accordance with ASTM F1216.

PART II - PRODUCTS

A. MATERIALS

- a. GENERAL REQUIREMENTS:
 - i. Tube and resin will meet the requirements of ASTM F1216, F1743 and D5813.
 - ii. In industrial areas subject to possible flows other than domestic sewage, the Owner shall obtain samples of the dry weather sewage flow to be

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analyzed for chemical content. This analysis shall be supplied to the Installer for his information.

b. CIPP LATERAL MATERIALS:

- i. The liner shall be fabricated to a size that when installed will neatly fit the internal circumference of the conduit specified by the Owner. Allowance shall be made for circumferential stretching during insertion. The liner shall be a one piece joint-less polyester felt tube that will create a watertight seal at the mainline interface.
- ii. The minimum length shall be 36 inches (3 feet) to effectively span the distance from the lateral connection at the main or to the desired termination location in the service lateral pipe. For the purpose of this specification, the termination point shall be a distance within 18 inches of the intersection of a cleanout or property line. Lateral lining will be accomplished without a cleanout when possible. In the event a cleanout is required to complete the lining of the lateral, the Contractor is responsible for including the costs associated with the installation of the cleanout in his bid price for lateral lining.

When required, an overlap method is performed with a pull-in-process installation from a cleanout or access point back to the main. In either case, the lateral liner must provide a watertight seal at the mainline and a structural repair of the lateral over the specified length. The Installer shall verify the lengths in the field before impregnation of the resin.

- iii. Unless otherwise specified, the Installer shall furnish a specially designed, unsaturated, Polyester or Vinylester resin catalyst system compatible with the cured-in-place process that provides cured physical strengths specified herein.

c. PHYSICAL STRENGTH:

- i. The structural performance of the finished pipe must be adequate to accommodate all anticipated loads throughout its design life. No cured-in-place pipe reconstruction technology will be allowed that requires bonding to the existing pipe for any part of its structural strength. Only resin vacuum impregnation will be allowed. If reinforcing materials (fiberglass, etc.) are used, the reinforcing material must be fully encapsulated within the resin to assure that the reinforcement is not exposed, either to the inside of the pipe or at the interface of the CIPP and the existing pipe.
- ii. Design methods are to be derived from traditionally accepted pipe formulas for various loading parameters and modes of failure. All equations will be modified to include ovality as a design parameter. The

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design method shall be submitted to the Engineer for approval prior to the pre-bid conference.

- iii. The CIPP lateral pipe shall conform to the minimum structural standards as listed below:

PROPERTY	ASTM	RESULTS
Flexural Stress	ASTM D790	4,500 psi
Flexural Modulus	ASTM D790	250,000 psi

B. APPROVED MANUFACTURERS/PRODUCTS:

- a. BLD “Service Connection Seal + Lateral” of BLD Services, LLC
- b. or pre-approved equal.
- c. Cleanout assemblies in accordance with Exhibits 1 and 2 included at the end of this section.

PART III - EXECUTION

A. INSTALLATION PREPARATIONS:

- a. Access – If the Contractor requires access through a cleanout or access pit to complete the lateral lining, the costs associated with the cleanout or access pit will be the responsibility of the Contractor and must be included within the Lateral CIPP Lining bid item. If a cleanout already exists or is required by the Owner, it shall be constructed of materials which provide a four inch (4”) minimum diameter circular opening, if service lateral is six inch (6”) than a six inch minimum diameter opening is required.
- b. Safety – The Installer shall carry out his operations in strict accordance with all applicable OSHA standards. Particular attention is drawn to those safety requirements involving entering confined spaces.
- c. Cleaning of Sewer Line – The intent of this specification is for cleaning of the lateral to be accomplished from the mainline pipes via lateral launching equipment. If the lateral cannot be cleaned using industry standard cleaning heads that can be launched from the mainline then a cleanout will be required and considered changed conditions. The laterals shall be cleaned a sufficient length to ensure the specified length of sewer is ready for lining. It shall be the responsibility of the Installer to verify, prior to installation, that all internal debris has been removed from the sewer line. Internal debris consists of broken pipe sections, roots, loose gravel, etc.
- d. Installation of Cleanout – If required by field conditions, a cleanout will be installed in accordance with Exhibit 1 and Exhibit 2 at the end of this section.
- e. Inspection of Pipelines – It is the intent of this specification for inspection of

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the lateral to be accomplished from the mainline pipes via lateral launching equipment. If the lateral cannot be inspected using industry standard inspection equipment that can be launched from the mainline then a cleanout will be required and considered changed conditions. Inspection of pipelines shall be performed by experienced personnel trained in locating breaks and obstacles by closed circuit television. The interior of the pipeline shall be carefully inspected to determine the location of any conditions which may prevent proper installation of the lateral liner into the pipelines, and it shall be noted so that these conditions can be corrected. A USB drive or archive quality DVD and suitable log shall be kept for later reference by the Owner. Contractor shall use NASSCO standard coding for video, LACP coding protocols for laterals.

- f. Bypassing Sewage – The Installer, when required, shall provide for the flow of sewage around the section or sections of mainline pipe where the service lateral designated for lining is located. The bypass shall be made by plugging the line at an existing upstream manhole and pumping the flow into a downstream manhole or adjacent system. The pump and bypass lines shall be of adequate capacity and size to handle the flow. It is assumed that flows in the lateral specified for lining will not require bypass pumping.
- g. It is required that the service lateral be inactive during the time of installation. This is normally accomplished by turning off the homeowner's services or requesting that the homeowner relinquish using their services during the period of installation. Notification will be distributed to impacted residents 24 hours in advance of the lateral liner installation.
- h. Line Obstructions – If inspection reveals an obstruction that cannot be removed by conventional sewer cleaning equipment, as in solids, dropped joints or collapsed pipe then the Installer shall make a point repair excavation to uncover and remove or repair the obstruction. Such excavation shall be accepted in writing by the Owner's representative prior to the commencement of the work and shall be considered as a separate pay item.
- i. In the case of lined mainline pipes, the lateral connection specified for rehabilitation shall be reinstated to 100% of its original size to accept the CIPP lateral.

B. INSTALLATION OF LATERAL LINING

- a. The Installer shall designate a location where the liner will be vacuum impregnated prior to installation. The Installer shall allow the Owner to inspect the materials and "wet-out" procedure. A catalyst system compatible with the resin and liner shall be used.
- b. The wet-out liner shall be loaded inside a pressure apparatus above ground and

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utilizing a hydrophilic sealant (or equivalent) on the backside of the connection to enhance a watertight seal. Also, a two-part 100% solid epoxy (reference ASTM C-881) or a Silicate Resin shall be applied to the lateral interface to enhance adhesion against the host pipe. The pressure apparatus, with an end attached to a robotic device, shall be winched through the mainline pipe to the service connection. The robotic device, together with a television camera, will be used to position the pressure apparatus' inversion elbow at the service connection opening. Air pressure, supplied to the pressure apparatus through an inversion hose, shall be used to invert the wet-out liner through the lateral pipe to the cleanout/access point or "Right of Way" point. The inversion head will be adjusted to be of sufficient pressure to cause the impregnated liner to invert completely in the lateral pipe and hold the tube tight to the pipe wall. Care shall be taken during the curing process so as not to overstress the tube.

- c. Curing – In most circumstances, an accelerated ambient-temperature curing resin system will be utilized, however if a heat cure is required, the Installer shall supply a suitable heat source and recirculation equipment. The equipment shall be capable of delivering the approved heating medium throughout the section to the temperature required to affect a cure of the resin. This temperature shall be determined by the resin/catalyst system employed.
- d. If a heat cure is required, the heat source shall be fitted with suitable monitors to gauge the temperature of the incoming and outgoing air/steam or water supply. Fluid temperature in the line during the cure period shall be recommended by the resin manufacturer. **NOTE: No UV cure systems will be allowed.**
- e. Initial cure shall be deemed to be completed when inspection of the exposed portions of the CIPP appears to be hard and sound and/or the temperature gauge indicates that the temperature is of a magnitude to realize an exotherm. The cure period shall be of a duration recommended by the resin manufacturer, as modified for the installation process.
- f. Cool-down – The Installer shall cool the hardened CIPP to a temperature below 100°F before relieving the pressure in the pressure apparatus. Cool-down may be accomplished by the introduction of cool air into the pressure apparatus to replace water being forced out of the pressure apparatus. Care shall be taken to maintain proper pressure throughout the cure and cool-down period.
- g. Finish – The finished CIPP shall be a watertight connection seal at the mainline and extend continuous over the entire length of the service lateral and be free of dry spots, lifts, and delamination. This continuous one piece structural pipe-within-a-pipe shall not inhibit the closed circuit television post video inspection of the mainline or service lateral pipes.

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- h. Testing – For every 50 laterals, one flat plate sample shall be taken and sent to a 3rd party test laboratory for confirmation of short term flexural modulus and strength properties in accordance with ASTM F1216. The test results shall meet or exceed the values used in the design of the CIPP lateral liner.
- i. During the warranty period, any defects which will affect the integrity or strength of the CIPP liner shall be repaired at the Installer's expense in a manner mutually agreed upon by the Owner and the Installer.
- j. After the work is completed, the Installer will provide the Owner with a USB or archive quality DVD showing the completed work including the restored conditions. Contractor shall use NASSCO standard coding for video, LACP coding protocols for laterals.

C. SITE RESTORATION

- a. Upon acceptance of the installation work, the Installer shall reinstate the project area affected by his operations.
- b. Site Restoration shall be in accordance with the following related specifications:
 - i. Section 02140 - Dewatering
 - ii. Section 02221 – Trenching, Backfilling and Compacting
 - iii. Section 02370 – Erosion and Sedimentation Control
 - iv. Section 02750 – Removing and Replacing Pavement
 - v. Section 02936 – Grassing, Seeding, or Sodding.

D. MEASUREMENT and PAYMENT:

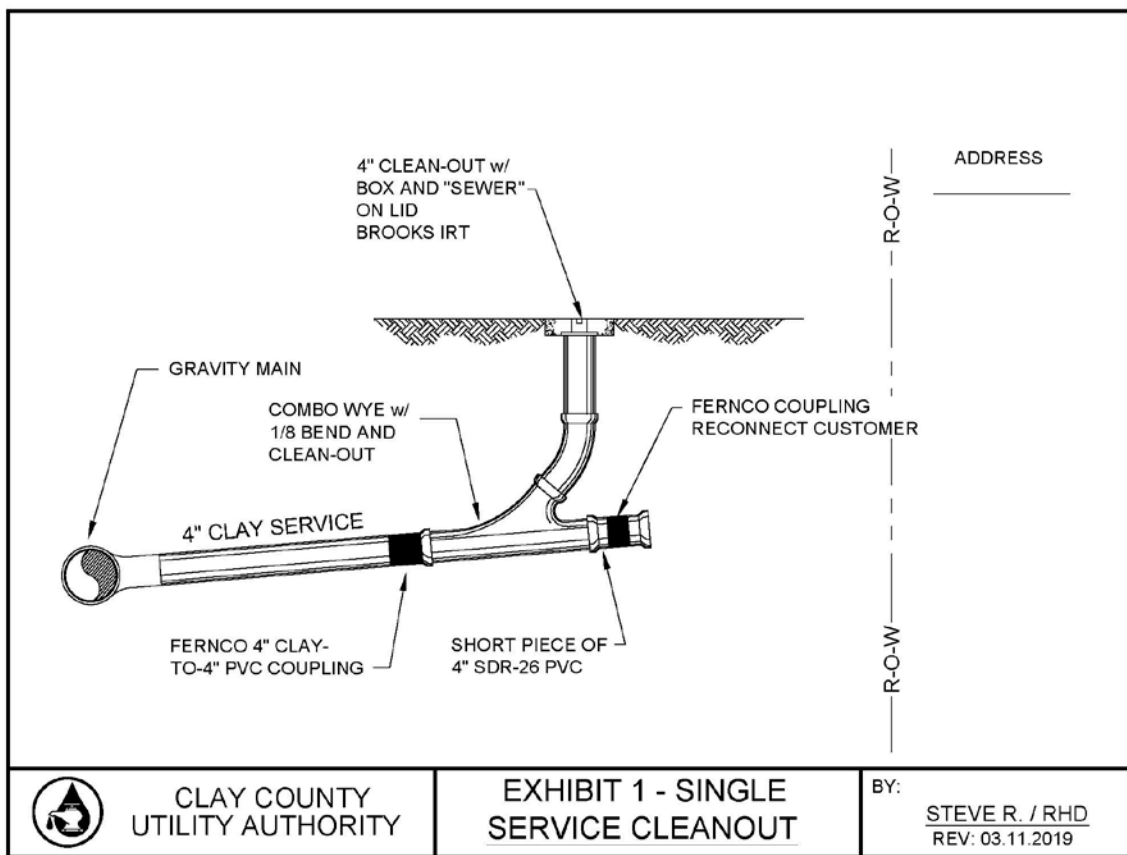
- a. Measurement for the work for the Lateral CIPP Lining included in this section will be in accordance with the units set forth in the proposal. Unit prices shall include all labor, materials and equipment required to complete the work as specified. The unit prices shall also include mobilization (except for emergency response), demobilization, CCTV prior to and after lining, lateral cleaning, and bypass pumping of mainline flow.
- b. Measurement for installation of a cleanout will be per cleanout and will include all labor and materials to install the cleanout.
- c. Measurement for Site Restoration work will be measured as set forth in the applicable related site restoration specifications listed above.
- d. Payment for the work included in this section will be in accordance with the prices set forth in the proposal for the quantity of work performed. Progress payments will be made monthly based on the work performed during that period.

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E. WARRANTY:

- a. Contractor warrants to Owner that all products and work provided by Contractor to Owner under this Agreement will be free from material defects in workmanship and materials for a period of five (5) years from the earlier of the date on which Contractor's work is accepted by Owner or the date on which the Contractor completes performance and leaves the worksite. In the event that a material defect in workmanship or materials supplied by Contractor is found during the five year period following acceptance of the work, then such defect shall be repaired, replaced or adjusted by Contractor at no additional cost to Owner. Owner's exclusive remedy in the event of any warranty claim hereunder is limited to correction of such defect, adjustment, repair or replacement as the Contractor shall at its sole option elect. The foregoing warranty is the exclusive warranty provided by contractor and is given in lieu of all other warranties, whether express, implied or statutory, including but not limited to, any implied warranties of merchantability or fitness or suitability for a particular purpose or use; and all other warranties are hereby expressly disclaimed.
- b. In no event shall Contractor's liability for warranties hereunder exceed the purchase price paid by the Owner for Contractor's work and materials.
- c. The warranty set out above shall be void and of no effect in the event that (i) Contractor is not notified of claim of defect within the five year period provided above; (ii) Contractor is not provided timely and unrestricted access to the site at which the claimed defect is located in order to investigate and/or repair, adjust or replace the work or materials claimed to be defective or Contractor is not provided suitable working conditions to perform such investigation, repair, adjustment or replacement; (iii) any materials or work is exposed to chemicals or substances other than those listed in the Specifications to this Agreement as accepted by Contractor; (iv) site conditions or pipeline, conduit or access way conditions are other than those disclosed to and accepted by Contractor; (v) Owner's site, pipeline, conduit or access ways are cleaned or modified in a manner not disclosed in writing to and accepted in writing by Contractor in advance of commencement of Contractor's work or tampered with prior to, during or after completion of Contractor's work; or (vi) the work, the site at which the work is performed or the materials provided by Contractor are otherwise abused or misused.

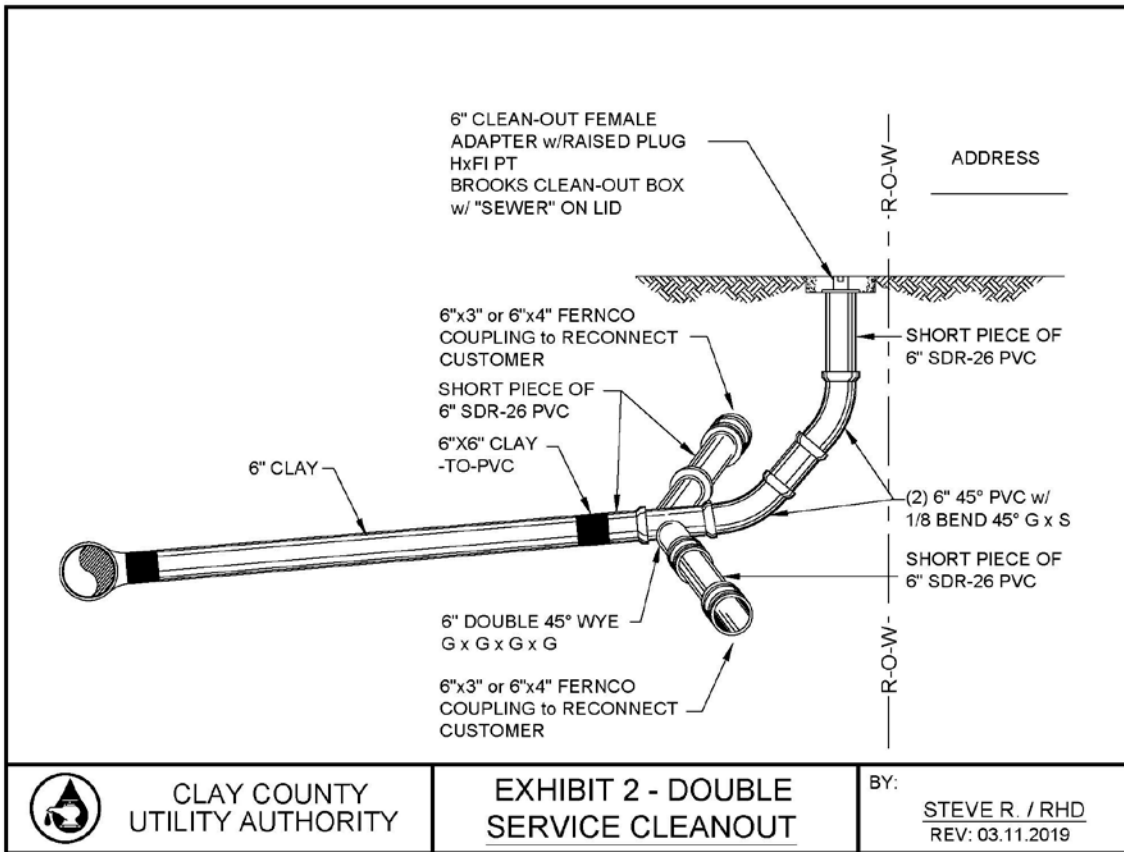
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Section 02767-9

CCUA Bid No. 18/19-A7
Sewer, Wetwell and Manhole Rehabilitation Services Continuing Contract

SANITARY SEWER SERVICE LATERAL REHABILITATION
April 2019



Section 02767-10

CCUA Bid No. 18/19-A7
Sewer, Wetwell and Manhole Rehabilitation Services Continuing Contract

SANITARY SEWER SERVICE LATERAL REHABILITATION
April 2019

END OF SECTION

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CCUA Bid No. 18/19-A7
Sewer, Wetwell and Manhole Rehabilitation Services Continuing Contract

SANITARY SEWER SERVICE LATERAL REHABILITATION
April 2019

SECTION 02768

MANHOLE AND LIFT STATION WETWELL REHABILITATION

PART I – GENERAL

A. SCOPE OF WORK:

The Work involves supplying all labor, materials and equipment for repairing, adjusting, modifying, or installing a specialty coating or lining for the interior surfaces of manholes and lift station wet wells, at a minimum. The Contractor shall furnish, install, and test the structures coatings as specified herein. All references to Industry Standards (ASTM, ANSI, etc.) shall be the latest revision unless otherwise stated. Only those materials specified herein or included in the Clay County Utility Authority (CCUA) Approved Materials Manual shall be installed.

C. WORKMANSHIP:

All work shall be proved to be in first class condition and constructed in accordance with the drawings and specifications. All defects disclosed by tests and inspection shall be remedied immediately by the Contractor at no expense to the Owner.

D. COVERAGE:

The lining/coating shall cover all concrete surfaces within the wet well or manhole including the adjustment ring area.

E. PROJECT SCHEDULE AND COOPERATION:

The project schedule shall be established on the basis of working a normal work schedule including five days per week, single shift, eight hours per day. Unless approved otherwise by the Owner, normal general items of work, such as TV inspections, liner installation, density testing and final inspections, shall be scheduled during the normal work schedule. Due to operations and manpower limitation CCUA will require the contractor to perform work outside of the normal work schedule. These operational and manpower limitation, including but not limited to, tie-in work (cut-in work or other tie-in work) and other phases of the work which may impact the continued (non-interruptible) service to existing CCUA's customers. The contractor shall plan and anticipate the cost impact of these system limitations and provide such work or services at no additional cost to the Owner.

F. SHOP DRAWING SUBMITTALS:

Actual catalog data brochures and descriptive literature will not be required for items of standard usage included in CCUA's Approve Materials Manual. Any specialty item not shown in this manual will require a complete shop drawing submittal. The Owner may at

any time require the Contractor to provide a complete detailed shop drawing submittal for any material which, in the Owner's opinion, may not be in compliance with the CCUA Standards.

G. WARRANTY:

The liner manufacturer shall warrant the liner against defects for at least ten (10) years after the date of acceptance by CCUA. Defects are defined as cracking, delamination or leaking. The warranty shall require the manufacturer to supply all necessary labor, materials, and equipment to repair defects to the satisfaction of CCUA. The Contractor and/or manufacturer shall not make any exemption or exception to the above stated conditions or warranty.

PART II – PRODUCTS

A. INTERIOR MANHOLE/LIFT STATION WETWELL COATING

1. GENERAL:

The work shall include the furnishing and installation of an interior protective coating system including all necessary labor, materials, equipment and tools as required for a complete installation. This liner material shall provide a corrosion resistant liner to prevent any deterioration of concrete surfaces from hydrogen sulfide.

2. PROPERTIES:

The lining system to be utilized shall be 100% calcium aluminate cement with 100% calcium aluminate aggregate and with the following minimum performance parameters:

PARAMETER	12 HRS	24 HRS	7 DAYS	28 DAYS
Compressive Strength, psi (ASTM C945)	>6000	>7000	>9000	>9000
Flexural Strength, psi (ASTM C293)	>1000	>1300	>1400	>1400
Shrinkage at 90% Humidity (ASTM C596)		>0.02	>0.04	>0.06
Freeze/Thaw after 300 Cycles (ASTM C666)	No Damage	No Damage	No Damage	No Damage
Tensile Strength (ASTM C900 modified)	200 – 300 psi Tensile Strength			
Air Void Content 7 Days (ASST. C457)	3%			
Specific Gravity/Absorption Test 7 Days (ASTM C642)	4-5%			

3. MATERIALS:

Mortar furnished under this specification shall be pre-packaged mortar, including all cement, aggregate, and any required admixtures or fibers. It is the intent of this specification that the Contractor only be required to add the proper amount of potable water so as to produce a mortar suitable for pneumatic application. Typical package weights shall not be less than 50 pounds. Coating shall be 100% calcium aluminate mortar such as Sewpercoat manufactured by Kerneos Inc, or Geocrete manufactured by Quadex, Inc., or CCUA pre-approved equal.

B. COATING/LINING REPAIR

Coating or lining repair for a wetwell or manhole will be performed with 100% calcium aluminate mortar such as Sewpercoat manufactured by Kerneos Inc, or Geocrete manufactured by Quadex, Inc., or CCUA pre-approved equal.

C. MANHOLE ADJUSTMENT

Materials for manhole adjustment shall be in accordance with CCUA Standard Materials for the following:

- a. Adjustment rings
- b. Cone or riser section
- c. Manhole frame and cover
- d. Invert replacement
- e. Inside drop system.

D. STOP LEAK REPAIR

CCUA approved products for leak repair include Hyperform by Quadex, Quad-Plug™ by Quadex, Seal Guard II, Avanti AV 202 Multigrout, and Parson Seal-Tite. All other products must be pre-approved by CCUA before installation.

PART III – EXECUTION

A. CEMENTITIOUS BARRIER

1. INSTALLATION:

- 1.1 High pressure water or sand spray blasting equipment shall remove all deteriorated concrete, (minimum of 3500 psi), hard contaminants, localized micro-organisms and gas contaminants from the concrete walls, floor, ceiling, and other concrete structures. Final product shall be a cleaned, exposed and virgin

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concrete aggregate ready for rehabilitation material. The blasting equipment shall be suited to completely remove deteriorated concrete and hard contaminants from the existing concrete surfaces. Containment unit to capture spent abrasive material shall be provided unless otherwise approved by the Owner.

1.2 After completion of surface preparation, blasting phase, perform the following seven point checklist, which is the inspection for:

- 1.2.1 Leaks
- 1.2.2 Cracks
- 1.2.3 Holes
- 1.2.4 Exposed Rebar
- 1.2.5 Ring and Cover Condition
- 1.2.6 Invert Condition
- 1.2.7 Inlet and Outlet Pipe Condition

1.3 After the defects in the structure have been identified, repair all leaks with a chemical or hydraulic sealant designed for use in field sealing of ground water. Severe cracks shall be repaired using a urethane based chemical sealant. Product to be utilized shall be as approved by the Owner prior to installation. Repairs to exposed rebar, defective pipe penetrations or inverts, etc. shall be repaired utilizing non-shrink grout or Owner approved alternate method.

1.4 Materials shall be sprayed applied by either a wet gunning (low pressure spray) or dry gunning (shotcrete) method and shall conform to the "Suggested Manufacturer Procedures" document as supplies by the manufacturer. The equipment shall be clean and free of any hydrated or unhydrated Portland Cement to prevent acceleration of SewperCoat. To ensure a good bond, the newly blasted surface shall be thoroughly moistened with water prior to application. The material shall be applied in one or more layers to such total thickness as required. A minimum of one-half inch shall be applied. After spraying, the material shall be brushed or trowel finished. A moist curing environment is typically activated by replacing the manhole lid cover. If not, a heavy application of curing compound shall be applied.

B. LEAK REPAIR

The work on some manholes/wetwells will include applying a dry quick-setting material designed to instantly stop running water or seepage. Installation of leak-stop materials shall be in accordance with manufacturer's recommendations and the following minimum specifications:

1. The area to be repaired must be clean and free of all debris per the guidelines set forth elsewhere in these specifications.
2. Once cleaned, prepare crack or hole by chipping out loose material.

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3. Apply the dry quick-setting material to the active leak, per the manufacturer's recommendations.

C. MAINTENANCE OF TRAFFIC (MOT):

1. It shall be the responsibility of the contractor to furnish all traffic control as per Florida Department of Transportation (FDOT) specifications as outlines in the "Work Zone Traffic Control for Maintenance and Utility Operation" (latest edition) for all aspects of assigned work.
2. The contractor shall perform all construction activity so that access to businesses can be maintained during non-working hours. Prior to access blockage, written notice will be given to the blocked business/resident a minimum of forty-eight (48) hours in advance, either mailed or hand-delivered with a copy of each furnished to the property owner or business.
3. The contractor shall maintain at least one lane of vehicular traffic at all times. The contractor shall also provide safety barricades and flag persons as required to properly maintain traffic flow. All traffic maintenance requirements contained in the FDOT "*Manual on Traffic Control and Safety Practices*" (latest edition) shall be conformed with, and shall be considered to be part of these specifications. The contractor shall prepare and submit a traffic maintenance plan for acceptance by the Owner prior to the start of work.

D. CONSTRUCTION VIDEO AND PHOTOGRAPHS

Contractor is responsible for documenting pre-existing site conditions in accordance with Section 01320 Construction Video and Photographs.

E. BYPASS PUMPING

1. The Contractor is responsible for the setup, installation, operation and maintenance of bypass pumping operations as required.
2. The Contractor shall prepare and submit a bypass pumping plan for each work area. The plan should detail the sequence of manhole rehabilitation system installations, plug locations, suction manholes, discharge manholes, pump size and pump locations. The plans should include preferred lane closures, if necessary.

END OF SECTION

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SECTION 02769

TREATMENT PLANT WETWELL REHABILITATION

PART I – GENERAL

A. DESCRIPTION

The work described within details a complete program for wastewater treatment plant wetwell rehabilitation and lining. This specification details the methods, procedures, materials and equipment required to produce “A Total Lining System for Wastewater Structures”. The completed system will provide a corrosion resistant liner that restores the surface profile and eliminates water infiltration and exfiltration.

B. SCOPE OF WORK:

The Work involves supplying all labor, materials and equipment for installing a specialty coating or lining for the interior surfaces of wastewater treatment plant wetwells, at a minimum. The Contractor shall furnish, install, and test the structures coatings as specified herein. All references to Industry Standards (ASTM, ANSI, etc.) shall be the latest revision unless otherwise stated. Only those materials specified herein or included in the Clay County Utility Authority (CCUA) Approved Materials Manual shall be installed.

C. WORKMANSHIP:

All work shall be proved to be in first class condition and constructed in accordance with the drawings and specifications. All defects disclosed by tests and inspection shall be remedied immediately by the Contractor at no expense to the Owner.

E. PROJECT SCHEDULE AND COOPERATION:

The project schedule shall be established on the basis of working a normal work schedule including five days per week, single shift, eight hours per day. Unless approved otherwise by the Owner, normal general items of work, such as TV inspections, liner installation, density testing and final inspections, shall be scheduled during the normal work schedule. Due to operations and manpower limitation CCUA may require the contractor to perform work outside of the normal work schedule. These operational and manpower limitations, including but not limited to, tie-in work (cut-in work or other tie-in work) and other phases of the work which may impact the continued (non-interruptible) service to existing CCUA’s customers. The contractor shall plan and anticipate the cost impact of these system limitations and provide such work or services at no additional cost to the Owner.

F. SUBMITTALS:

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Actual catalog data brochures and descriptive literature will not be required for items of standard usage included in CCUA's Approve Materials Manual. Any specialty item not shown in this manual will require a complete shop drawing submittal. The Owner may at any time require the Contractor to provide a complete detailed shop drawing submittal for any material which, in the Owner's opinion, may not be in compliance with the CCUA Standards.

G. WARRANTY:

The liner manufacturer shall warrant the liner against defects for at least ten (10) years after the date of acceptance by CCUA. Defects are defined as cracking, delamination or leaking. The warranty shall require the manufacturer to supply all necessary labor, materials, and equipment to repair defects to the satisfaction of CCUA. The Contractor and/or manufacturer shall not make any exemption or exception to the above stated conditions or warranty.

PART II – PRODUCTS

A. Polyurethane/Modified Polymer Barrier

1. GENERAL:

The work shall include the furnishing and installation of an interior protective coating system including all the necessary materials, equipment and tools as required for a completed installation. Coating shall be SpectraShield as manufactured by CCI Spectrum, Inc., or CCUA pre-approved equal. The completed system shall provide a waterproof, corrosion resistant liner to prevent any deterioration of concrete surfaces from hydrogen sulfide and other corrosive gases/acids produced by wastewater and to prevent infiltration. To ensure total unit responsibility, all materials and installation thereof shall be furnished by, and coordinated with, one supplier/manufacturer.

2. MATERIALS AND EQUIPMENT:

2.1 The materials to be utilized in the lining of concrete structures shall be designed and manufactured to withstand the sever effects of hydrogen sulfide in a wastewater environment.

2.2 Abrasive blasting equipment should be suited to completed remove deteriorated concrete and hard contaminants from the existing concrete surfaces. Contaminant unit to capture spent abrasive materials shall be provided unless otherwise approved by the owner.

2.3 Equipment for installation of lining materials shall be high quality grade as

recommended by the manufacturer.

2.4 The lining system to be utilized shall be a multi-component stress panel liner system as described below:

2.4.1 Liner:

Installation	Liner
a. Moisture Barrier	Modified Polymer (Silicone modified polyurea)
b. Surfacers	Polyurethane/Polymeric Blend Foam
c. Final Corrosion Barrier	Modified Polymer (Silicone modified polyurea)

2.4.2 Moisture barrier: Modified polymer shall be sprayed, solvent-free, two-component polymeric, moisture/chemical barrier specifically developed for the corrosive environment of wastewater.

2.4.3 Surfacers: Polyurethane/polymeric blend foam shall be 100% CFC/HCFC free, low viscosity, two component, fire resistant, rigid structural filler.

2.4.4 Final Corrosion Barrier: Modified polymer shall be sprayed, solvent-free, two-component polymeric, moisture/chemical barrier specifically developed for the corrosive environment of wastewater.

2.4.5 Total thickness of multi-component stress panel liner shall be a minimum of 500 mils and shall sustain a 300 PSI pull test.

PART III – EXECUTION

A. SURFACE PREPARATION:

1. Abrasive blasting equipment shall remove all deteriorated concrete, hard contaminants, localized micro-organisms and gas contaminants from the concrete walls, floor, ceiling, and other concrete structures. Final product shall be cleaned, exposed and virgin concrete aggregate ready for rehabilitation material. Abrasive blasting equipment shall be suited to completely remove deteriorated concrete and hard contaminants from the existing concrete surfaces. Containment unit to capture spent abrasive material shall be provided unless otherwise approved by the Owner.
2. After completion of surface preparation, blasting phase, perform the seven-point checklist, which is the inspection for:

- 2.1 Leaks
 - 2.2 Cracks
 - 2.3 Holes
 - 2.4 Exposed Rebar
 - 2.5 Ring and Cover Condition
 - 2.6 Invert Condition
 - 2.7 Inlet and Outlet Pipe Condition
- 3. After the defects in the structure have been identified, repair all leaks with grout designed for use in field sealing of ground water. Severe cracks shall be repaired using urethane based chemical sealant. Product to be utilized shall be as approved by the Owner prior to installation. Repairs to exposed rebar, grout or Owner approved alternate method.
 - 4. Prior to installation of final liner material, if required, re-blast the entire structure and remove all abrasive materials.

B. MATERIAL INSTALLATION:

- 1. The limits of the corrosion protection system shall be all exposed concrete surfaces including walls, tap sections, risers, etc., unless otherwise approved by the Owner.
- 2. Application of multi-component system shall be in strict accordance with the manufacturer's recommendations. Final installation shall be a minimum thickness of 500 mils. A permanent identification number and date of work performed shall be affixed to the structure in a readily visible location.
- 3. Provide final written report to Owner detailing the location, date of report, and description of repair or original installation.
- 4. Inspection and repairs: Final concrete structure corrosion protection system shall be completely free of pinholes or voids. Entire exposed concrete surface shall be protected with corrosion protection system. Liner thickness shall be the minimum thickness described above. All defects identified during inspection such as pinholes, low film millage, etc. shall be repaired with same material and to same thickness as required of original installation.

END OF SECTION

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SECTION 02936

GRASSING, SEEDING OR SODDING

PART 1- GENERAL

1.1 Scope of Work

- A. The work specified in this section consists of establishing a stand of grass within the areas called for and maintaining such areas until completion and final acceptance of the project. The methods specified herein are grassing by seeding and grassing by sodding.

1.3 Submittals

- A. Seed mix: Manufacturer's warranted analysis for percentages of mixture, purity, and germination
- B. Sod: State certification of origin and health of sod; sod supplier's recommended fertilizer application rates
- C. Fertilizer: Manufacturer's literature and data describing NPK ratio and recommended application rates
- D. Soil test results to determine fertilizer need.
- E. Watering Plan
- F. Mulch type.

PART 2 - PRODUCTS

2.1 Fertilizer

All fertilizer shall comply with state laws and regulations and shall be fully labeled at the time of delivery to the job site. For bidding purposes, the fertilizer shall be considered 10-10-10 which has a chemical analysis as follows:

Total nitrogen:	not less than 10%
Available phosphoric acid:	not less than 10%
Water-soluble potash:	not less than 10%.

Actual nutrients of fertilizer to be applied will be as determined by soil test results.

2.2 Seed Mixture

- A. Seed Mixture
Unless other types of seed are called for, seed shall be selected to match in situ varieties and seasons variations free of weeds and pest. Seed which has become wet

or moldy shall not be used. Seed shall have a minimum active germination of 40 percent and a total germination of 85 percent.

B. Certification of Seed

All seed shall meet the requirements of the State Department of Agriculture and Consumer Services and all applicable state and local laws. The Contractor shall submit to the Owner a certification tag for each type of seed used prior to sowing of seed. The certification tag shall have the following information:

1. Grass Type and Variety
2. Percent of Inert Matter
3. Germination Percentage
4. Percent of Weed Seed.

2.3 Sod

Sod shall be St. Augustine Floratam, Argentine Bahia, Centipede, or Bermuda, selected to match in situ varieties. In FDOT right-of-way, Bermuda sod shall be used. Sod shall be well-matted with roots and be free of weeds and pests. Where sodding will adjoin or be in sufficiently close proximity to private lawns, sod shall match type and variety of the affected property owners and acceptable to the Owner.

- A. The sod shall be taken up in commercial-size rectangles, or rolls. The sod shall be sufficiently thick to secure a dense stand of live grass. The sod shall be live, fresh, and uninjured, at the time of planting. It shall have a soil mat of sufficient thickness adhering firmly to the roots to withstand all necessary handling. It shall be reasonably free of weeds and other grasses. It shall be planted as soon as possible after being dug and shall be shaded and kept moist from the time it is dug until it is planted. The sources of the sod may be inspected and acceptable to the Owner prior to being cut for use in the work. After approval, the area from which the sod is to be harvested shall be closely mowed and raked as necessary to remove excessive top growth and debris.
- B. Acceptable devices, such as sod cutters, shall be used for cutting the sod and due care shall be exercised to retain the native root soil intact.

2.4 Mulch: The mulch shall consist of Milet, Rye, or Bahia straw. Other types of mulch may be used only when acceptable to the Owner.

PART 3 - EXECUTION

02936-2

3.1 Preparation of Ground

Final grading and cleaning shall be completed prior to the preparation of ground for grassing. The areas to be grassed shall be scarified or loosened to a depth of at least six (6) inches. All areas shall be smooth and free of large clods, roots and other materials which may interfere with the work or future mowing and maintenance operation. No subsequent operations shall be commenced until the Owner has accepted the condition of prepared areas.

3.2 Fertilizing

Commercial fertilizer shall be spread uniformly over the area to be grassed by machine spreading at the rate recommended by manufacture, soil needs, and grassing. Immediately after the fertilizer is spread, it shall be raked and thoroughly mixed with the soil to a depth of approximately two inches.

3.3 Grassing by Seeding

When called for in the plans or special conditions, grass seed shall be furnished and placed in the areas to be grassed and maintained to assure a healthy stand of grass.

A. Placement of Seed

Seeding shall be done immediately after fertilizing, while the soil is still loose and moist. Four (4) foot wide sod strips shall be placed along and around edge of pavement, buildings, tanks, manholes, ditches, swales, and ponds prior to seeding. The seed shall be scattered uniformly over the area to be grassed by a mechanical hand spreader or other approved type of spreader. The rate of spreading shall as recommended by the supplier and sufficient for the establishment of permanent and total grass coverage unless otherwise designated.

B. Mulch

Immediately after completion of seeding, dry mulch shall be uniformly applied over the seeded area approximately two (2) inches, loose thickness. The mulch shall then be cut uniformly into the soil so as to produce a loose mulched thickness of three (3) to four (4) inches and rolled with a cultipacker, traffic roller or other suitable equipment. Mulch shall be suitable to promote the growth and establishment of the grass seed free of weeds or foreign material. After seeding and mulching is completed, the entire area shall be watered so as to provide optimum growth conditions for establishment of the grass.

3.3 Grassing by Sodding

When called for in the plans and special conditions, grass sod shall be furnished and placed in the areas to be grassed and shall be maintained to assure a healthy stand of grass.

A. Placement of Sod

Sod shall be incorporated into the project at the earliest practical time in the life of the contract. No sod which has been cut for more than 72 hours shall be used unless specifically authorized by the Owner after their careful inspection thereof. Any sod which is not planted within 24 hours after cutting shall be stacked in an acceptable manner and maintained properly moistened.

1. Sodding shall not be performed when weather and soil conditions are, in the Owner's opinion, unsuitable for proper results.
2. The sod shall be placed on the prepared surface, with edges in close contact, and shall be firmly and smoothly embedded by light tamping with appropriate tools or rolled with approved rollers.
3. Where sodding is used in drainage ditches, the setting of the pieces shall be staggered, such as to avoid a continuous seam along the line of flow. Along the edges of such staggered areas the offsets of individual strips shall not exceed six (6) inches. In order to prevent erosion caused by vertical edges at the outer limits, the outer pieces shall be tamped so as to produce a featheredge effect.
4. On areas where the sod may slide, due to height or slope, pegs driven through the sod blocks into firm earth, at suitable intervals shall be used and included in the contractors lump sum cost. Any pieces of sod which, after placing, show an appearance of extreme dryness shall be removed from the work at no extra cost to the Owner.

B. Certification of Sodding Materials

The Contractor shall comply with all current restrictions in regard to movement of sod, into or within areas which are outside of QUARANTINE BOUNDARIES for the white fringed beetle and the imported fire ant, as issued by the Division of Plant Industry, Florida Department of Agriculture and the Animal and Plant Health Inspection Service, United States Department of Agriculture. Prior to placement of sod, the Contractor shall submit to the Engineer a certification tag from each type of sod used stating the type and variety of sod and the date of cutting.

3.4 Watering of Grassed Areas

The grassed areas shall be watered for the duration of the contract so as to provide optimum growth conditions for the establishment of the grass at the Contractor's Expense. In no case, however, shall the period of maintaining such moisture be less than two weeks after planting. The water used may be obtained from an acceptable spring, pond, lake, stream or municipal water system. The water shall be free of excess and harmful chemicals, acids, alkalies, or any substance which might be harmful to plant growth or obnoxious to traffic. Salt water SHALL NOT be used. The Contractor shall make all arrangements for obtaining and transporting water to the job site.

3.5 Maintenance of Grassed Areas

The Contractor shall, at his expense, maintain the planted areas in a satisfactory condition until final acceptance of the project. Such maintenance shall include the filling, leveling, and repairing of any washed or eroded areas, as may be necessary. The Owner, at any time, may require replanting of any areas in which the establishment of the grass stand does not appear to be developing satisfactorily. If a planted area must be replanted due to the Contractor's negligence, carelessness, disease, or failure to provide routine maintenance of such area, such replacement shall be at the Contractor's expense.

END OF SECTION

SECTION 00500

STANDARD FORM OF AGREEMENT

BETWEEN OWNER AND CONTRACTOR
ON THE BASIS OF A STIPULATED PRICE

THIS AGREEMENT is by and between CLAY COUNTY UTILITY AUTHORITY
(owner)
and Insituform Technologies, LLC
(Contractor)

Owner and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

ARTICLE 1 - WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

- Continuing Contract for Sanitary Sewer, Wetwell and/or Manhole Rehabilitation
- Project No. 18/19-A7 - Part C - CIPP Sanitary Sewer Lining System

ARTICLE 2 - THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Sewer, Wetwell and Manhole Rehabilitation Services Continuing Contract

Clay County Utility Authority Bid No. 18/19-A7

Part C - CIPP Sanitary Sewer Lining System

The Owner shall furnish purchase orders for the authorization of work.

ARTICLE 3 - ENGINEER

3.01 The Project (s) shall be managed by **Jim French, PE** (Engineer), who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

00500-1

4.01 Time of the Essence

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract. These time limits shall be negotiated for each individual project with the Contractor and shall be binding upon execution of said purchase orders.
- B. The term of the agreement will be for a period of one (1) year with an option to extend the agreement for two (2) additional twenty-four (24) month periods upon mutual agreement of both parties. The contract may be extended beyond the 5-year period in twenty-four (24) month intervals upon mutual consent of both parties.
- C. Owner may terminate this agreement, with or without cause upon 60-day written notice to the contractor.

4.02 Substantial Completion and Final Payment

- A. The Work will be substantially completed within as provided in Paragraph 2.03 of the General Conditions and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions.

4.03 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties 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 completed 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 day that expires after the time specified in Paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$100 for each day that expires after the time specified in Paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 - CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A and 5.01.B below:

- A. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in this paragraph 5.01.A.:

As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions. Unit prices have been computed as provided in Paragraph 11.03 of the General Conditions.

- B. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

5.02 Fee Modification

With prior written approval from the Clay County Utility Authority, the Contractor shall have the ability to adjust the prices set forth in the bid/contract documents commensurate with the contractor's increased cost for materials and the change in the consumer price index. Pricing adjustments will be effective at the first date of the new contract year – no mid-term adjustments will be permitted by the Owner. Within thirty (30) days after Contractor gives notice to the Owner of a price adjustment, the Owner may request an audit for the purpose of verifying the price adjustment. In the case of a price adjustment, no adjustment will be allowed on work orders which have already been issued by the Owner to the Contractor.

In making any price adjustment proposal, the Contractor shall notify the Owner, in writing prior to the renewal of contract, the specific price adjustments requested using the following formula:

$(25\% \times \text{increase cost of materials}) + (75\% \times \text{CPI index}) = \text{Total increase on a prices on the price schedules.}$

For example, if the cost of resin increases 10% and the CPI index increases 2%, the total increase for all prices would be: $(25\% \times 10\%) + (75\% \times 2\%) = 4\%$ increase (rounded to the nearest \$0.01).

The specific consumer price index used shall be the following:

Population Coverage:	CPI-U (all urban consumers)
Area Coverage:	U.S. Owner Average
Series Title:	All items
Index Base Period:	1982-84 = 100
Reference Range:	12-month period ending 12/31 which is released in mid-January.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

00500-3

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A. Owner shall make one progress payment per month on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 1st or 3rd Wednesday of each month during performance of the Work as provided in Paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions:
 - a. Ninety percent (90%) of the Work completed including the cost of materials and equipment stored and secured on the Site, but not incorporated in the Work (with the balance being retainage). If the Work has been fifty percent (50%) completed as determined by Engineer, the retainage shall be reduced to five percent (5%) on all subsequent payment requests. After fifty percent (50%) completion, if the character and progress of the Work have been satisfactory to Owner and Engineer, Contractor may request payment of up to one-half of the retainage held by the Owner on the entire amount of the Work completed, including the cost of materials and equipment stored and secured on the Site, but not incorporated in the Work.
2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to ninety-five percent (95%) of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less one hundred percent (100%) of Engineer's estimate of the value of the Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 Project Closeout

- A. Owner shall develop a list of items required to render complete, satisfactory, and acceptable the Work purchased by Owner. The process for the development of the list, including responsibilities of Owner and Contractor in developing and reviewing the list and a reasonable time for developing the list, are as follows:

1. For construction projects having an estimated cost of less than \$10 million, within 30 calendar days after reaching substantial completion of the Work; or
 2. For construction projects having an estimated cost of \$10 million or more, within 30 calendar days, unless otherwise extended by contract not to exceed 60 calendar days, after reaching substantial completion of the Work.
- B. If this Agreement between Owner and Contractor relates to Work covering more than one building or structure, or involves a multi-phased Project, the list shall contain items required to render complete, satisfactory, and acceptable all of the Work for each building, structure, or phase of the Project within the time limitations provided in subsection 1, above.
- C. The failure to include any corrective work or pending items not yet completed on the list developed pursuant to subsection 1 or subsection 2, above, does not alter the responsibility of the Contractor to complete all of the Work.
- D. Upon completion of all items on the list, Contractor may submit a payment request for all remaining retainage withheld by Owner pursuant to Section 255.078, Florida Statutes (2007) or any successor statute thereto. If a good faith dispute exists as to whether one or more items identified on the list have been completed pursuant to this Agreement, Owner may continue to withhold an amount not to exceed one-hundred fifty percent (150%) of the total costs to complete such items.
- E. All items of the Work that require correction under this Agreement and that are identified after the preparation and delivery of the list remain the obligation of Contractor as defined by this Agreement.
- F. Warranty items may not affect the final payment of retainage as provided in this section or as provided in this Agreement between Contractor and its subcontractors and suppliers.
- G. Retainage may not be held by Owner or Contractor to secure payment of insurance premiums under a consolidated insurance program or series of insurance policies issued to Owner or Contractor for the Project or a group of projects, and the final payment of retainage as provided in the section may not be delayed pending a final audit by Owner's or Contractor's insurance provider.
- H. If Owner fails to comply with its responsibilities to develop the list required under subsection 1 or subsection 2, above, as defined in this Agreement, within the time limitations provided in subsection 1, above, Contractor may submit a payment request for all remaining retainage withheld by Owner pursuant to Section 255.078, Florida Statutes (2007) or any successor statute thereto. Owner need not pay or process any payment request for retainage if Contractor has, in whole or in part, failed to cooperate with Owner in the development of the list or failed to perform its contractual responsibilities, if any, with regard to the development of the list or if Section 255.078 (6), Florida Statutes (2007) or any successor statute thereto applies.

6.04 Final Payment

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 - INTEREST

- 7.01 All payments due for the Work as provided in Article 14 of the General Conditions and not made within the applicable time limits shall bear interest at the rate specified in Section 255.073 (4), Florida Statutes (2007) or any successor statute thereto.

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
 - A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
 - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions. See Appendix for Geotechnical Report.
 - E. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.

- F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement.
 - 2. Performance bond.
 - 3. Payment bond.
 - 4. General Conditions.
 - 5. Supplementary Conditions.
 - 6. Specifications as listed in the Table of Contents of the Project Manual.
 - 7. Addenda (numbers 1 to 2, inclusive).
 - 8. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid.
 - b. Documentation submitted by Contractor prior to Notice of Award.

9. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

- a. Notice to Proceed.
- b. Work Change Directives.
- c. Change Order(s).
- d. Purchase Order(s) with accompanying performance and payment bonds.
- e. Drawings.

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 - MISCELLANEOUS

10.01 Terms

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests in this Agreement will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

00500-8

10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Other Provisions

- A. WAIVER: The failure of either party to exercise any of its rights is not a waiver of those rights. A party waives only those rights specified in writing and signed by the party waiving its rights. Oral modification or rescission of this Agreement by an employee or agent of either party, shall not release either party of its obligations under this Agreement, shall not be deemed a waiver of any rights of either party to insist upon strict performance hereof, or of either party's rights or remedies under this Agreement or by law, and shall not operate as a waiver of any of the provisions hereof.

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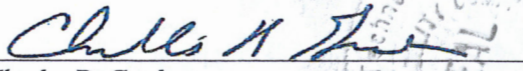
INSITUFORM TECHNOLOGIES, LLC

**PRESIDENT APPOINTMENT OF
CONTRACTING AND ATTESTING OFFICERS**

The undersigned, being the President of Insituform Technologies, LLC, a Delaware Limited Liability Company (the "Company"), and pursuant to the authority set forth in the Limited Liability Company Operating Agreement of the Company, hereby determines that:

1. Christlanda Adkins, Laura M. Andreski, Janet Hass, Jana Lause, Diane Partridge, Whitney Schulte, and Ursula Youngblood are appointed as Contracting and Attesting Officers of the Company, each with the authority, individually and in the absence of the others, subject to the control of the Board of Managers of the Company, to: (i) certify and attest to the signature of any officer of the Company; (ii) enter into and bind the Company to perform pipeline rehabilitation activities of the Company and all matters related thereto, including the maintenance of one or more offices and facilities of the Company; (iii) execute and to deliver documents on behalf of the Company; and (iv) take such other action as is or may be necessary and appropriate to carry out the project, activities and work of the Company.
2. Any person previously appointed or serving as a Contracting and Attesting Officer of the Company prior to the date hereof and who is not named above is hereby removed from any such appointment.

Dated: December 1, 2018



Charles R. Gordon
President



IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in duplicate. One counterpart each has been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or identified by Owner and Contractor or on their behalf.

This Agreement will be effective on June 18, 2019 (which is the Effective Date of the Agreement).

OWNER:

CLAY COUNTY UTILITY AUTHORITY

By: [Signature]
Tom Morris, Executive Director

Attest: [Signature]
Address for giving notices:

3176 Old Jennings Road
Middleburg, Florida 32068

CONTRACTOR:

Insituform Technologies, LLC

By: [Signature]
Diane Partridge, Contracting and Attesting Officer

[CORPORATE SEAL]

Attest: [Signature]
Janet Hass, Contracting and Attesting Officer

Address for giving notices:

17988 Edison Avenue
Chesterfield, MO 63005

License No. GCG1510306

(Where applicable)

Agent for service of process:
Corporation Service Company

1201 Hays Street
Tallahassee, FL 32301

(If CONTRACTOR is a corporation or a Partnership, attach evidence of authority to sign.)

Designated Representative:

Name: Jim French, P.E.
Title: Chief Engineer
Address: 3176 Old Jennings Road
Middleburg, Florida 32068
Phone: (904) 213-2408
Facsimile: (904) 213-2469

Designated Representative:

Name: Brandt Curvel
Title: Project Manager
Address: 6966 Business Park Blvd.
Jacksonville, FL 32256
Phone: (904) 838-0090
Facsimile: (904) 292-3198

00500-10



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/1/2026

6/27/2025

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

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

PRODUCER Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 Three City Place Dr., Ste. 900 St. Louis MO 63141-7081 (314) 432-0500 midwestcertificates@lockton.com	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: XL Insurance America, Inc. INSURER B: ACE American Insurance Company INSURER C: ACE Fire Underwriters Insurance Company INSURER D: INSURER E: INSURER F:	FAX (A/C, No): NAIC # 24554 22667 20702
INSURED 1347989 Insituform Technologies, LLC 580 Goddard Avenue Chesterfield MO 63005		

COVERAGES**CERTIFICATE NUMBER:** 11807396**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 ☒ Independent Contractor ☒ XCU GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:	Y	N	CGD300084910 BROAD FORM PD/CONTRACTUAL	7/1/2025	7/1/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	N	N	ISAH11428551	7/1/2025	7/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	☐ UMBRELLA LIAB ☐ EXCESS LIAB DED RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
B C C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	WLRC7309740A (AOS) SCFC73097447 (WI) (EXCLUDING MONOPOLISTIC)	7/1/2025 7/1/2025	7/1/2026 7/1/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

RE: SEWER REHABILITATION SERVICES AGREEMENT. CITY OF COCOA IS ADDITIONAL INSURED UNDER GENERAL LIABILITY AS REQUIRED BY WRITTEN CONTRACT, BUT ONLY WITH RESPECT TO LIABILITY ARISING OUT OF THE NAMED INSURED'S OPERATIONS.

CERTIFICATE HOLDER**CANCELLATION** See Attachment

11807396
CITY OF COCOA
65 STONE STREET
COCOA FL 32922

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CITY OF COCOA
65 STONE STREET
COCOA FL 32922

IMPORTANT NOTICE

To whom it may concern:

In our continued effort to provide timely certificate delivery, Lockton Companies is transitioning to paperless delivery of Certificates of Insurance going forward.

To ensure future renewals of this certificate, we need your email address. Please contact us via one of the methods below, referencing Certificate ID 11807396

- Email: stl-edelivery@lockton.com
- Phone: (866) 728-5657 (toll-free)

If we do not receive your email address via one of the above methods prior to the client's next renewal, we will assume you no longer need the certificate.

If you received this certificate through an internet link where the current certificate is viewable, we have your email and no further action is needed.

The above inbox is for collecting email addresses for renewal electronic certificate delivery ONLY. You will not receive a response from this inbox.

Thank you for your cooperation.

Lockton Companies

CITY COUNCIL AGENDA ITEM

Memo Date: November 21, 2025
Agenda Date: January 13, 2026
File ID: 2025-1149
Prepared By: Melinda Keesee, Field Operations Technician
Through: Donnie Howard, Asst. WFO Manager
Requested Action: Approve the DMD Consultants, Inc. Proposal for Servicing, Abrasive Blasting, Painting, and Inspection of a Select Number of Hydrants Utilizing the JEA Contract No. 189884 Effective June 10, 2020 through June 11, 2025; Renewed Through June 10, 2026

BACKGROUND:

The City's water system currently includes over 7,000 hydrants. Water Field Operations has identified a priority group of 655 hydrants that require comprehensive maintenance, including servicing, abrasive blasting, painting, and inspection.

On February 28, 2023, City Council approved participation in a multi-year cooperative purchase agreement with DMD Consultants, Inc., leveraging JEA Contract No. 189884. Under this agreement, the specialized maintenance is performed at a fixed rate of \$52.80 to service each hydrant and \$86.40 for sandblasting and painting.

Service Description	Unit Price	Quantity	Total Cost
Hydrant Servicing & Inspection	\$52.80	655	\$34,584.00
Sandblasting & Painting	\$86.40	655	\$56,592.00
TOTAL PROJECT ESTIMATE			\$91,176.00

At this time, staff recommends approval of the proposal from DMD Consultants, Inc. utilizing the existing JEA contract rates to perform these essential services. Staff further requests authorization for a budgeted expenditure not to exceed \$91,176.00 for Fiscal Year 2026. Future funding requirements for hydrant maintenance will be determined during the annual budget process and submitted to City Council for approval as required.

PRIORITY AREA CONNECTION:

Investment in Public Infrastructure

BUDGETARY IMPACT:

Budgeted? Yes

Amount Requested: \$91,176.00
Account Number: 421-4025-536.46-00
Project Number: WS08HY
Account Name: Repairs & Maintenance

PREVIOUS ACTION:

On February 28, 2023, City Council approved participation in a multi-year cooperative purchase agreement with DMD Consultants, Inc. for servicing, abrasive blasting, painting, and inspection of a select number of hydrants utilizing the JEA Contract No. 189884 Effective June, 2020 through June, 2025; City Council authorized the City Manager to execute any annual renewal amendments under the original contract.

On December 10, 2024, City Council approved the DMD Consultants, Inc. Proposal for Servicing, Abrasive Blasting, Painting, and Inspection of a Select Number of Hydrants Utilizing the JEA Contract No. 189884 Effective June 10, 2020 through June 11, 2025.

RECOMMENDED MOTION:

Approve the DMD Consultants, Inc. Proposal for Servicing, Abrasive Blasting, Painting, and Inspection of a Select Number of Hydrants Utilizing the JEA Contract No. 189884 Effective June 10, 2020 through June 11, 2025; Renewed Through June 10, 2026.

ESTIMATE

DMD Consultants Inc
4850 pates hill rd
Mosheim, TN 37818

dmdconsultantsinc@gmail.com



Bill to
City of Cocoa

Ship to
City of Cocoa

Estimate details
Estimate no.: 1005
Estimate date: 11/21/2025

#	Date	Product or service	Description	Qty	Rate	Amount
1.		service	Service fire hydrants	655	\$52.80	\$34,584.00
2.		Services	Sandblast prime and paint fire hydrants	655	\$86.40	\$56,592.00
3.		Services	proposal is per the JEA contract No. 189884		\$0.00	\$0.00
Total						\$91,176.00

Accepted date

Accepted by

**CONTRACT
BETWEEN
JEA
AND
DMD CONSULTANTS, INC.
JEA CONTRACT # 189884**

THIS CONTRACT is made and entered into as of the 11th day of June, 2020 (the “**Effective Date**”) by and between **JEA**, a body politic and corporate in the City of Jacksonville, Florida (“**JEA**”), and **D M D CONSULTANTS, INC.**, a Florida corporation with its principal address at 11020 81st Court N., Palm Beach Gardens, Florida 33412 (the “**Company**”).

WHEREAS, JEA issued Solicitation #017-20 for Participation in an Invitation to Negotiate for JEA Routine Hydrant Maintenance, as amended by Addendum Number One dated March 13, 2020, Addendum Number Two dated March 16, 2020, Addendum Number Three dated March 20, 2020, and Addendum Number Four dated April 7, 2020 (the “**ITN**”); and

WHEREAS, based on Company’s response to the ITN (the “**Response**”) and Company’s Best and Final Offer attached to this Contract as **Exhibit A** (the “**BAFO**”), on May 7, 2020, JEA’s Awards Committee awarded a contract to Company to provide the services described in the ITN (the “**Work**”);

NOW THEREFORE, in consideration of the mutual covenants contained below, JEA and Company agree as follows:

1. **Recitals and Defined Terms.** The recitals set forth above are true and correct and incorporated in this Contract by reference. Capitalized terms used in this Contract without specific definition shall have the meanings given to them in the ITN.
2. **Engagement and Performance of Work.** JEA engages Company to perform the Work, and Company shall perform the Work in accordance with the terms and conditions of this Contract.
3. **Compensation.** JEA shall pay the Company for the Work using the Unit Prices submitted by Company in the BAFO and in accordance with the terms of the ITN.
4. **Maximum Indebtedness.** JEA’s maximum indebtedness for all fees, costs, expenses and all other amounts payable under this Contract shall be a fixed monetary amount not-to-exceed NINE HUNDRED THOUSAND DOLLARS (\$900,000.00). All amounts payable under this Contract are contingent upon the existence of lawfully appropriated funds therefor.
5. **Term.** The term of this Contract shall commence on the Effective Date and shall continue for five (5) years, unless sooner terminated in accordance with the terms of the ITN. JEA shall have the right, in its sole discretion, to renew this Contract for up to two (2) additional terms of one (1) year each.

6. **Contract Documents.** This Contract consists of the Contract Documents as defined in the ITN, which documents are incorporated by reference as if fully set forth herein and which, in case of conflict, shall have the order of precedence set forth in the ITN.

7. **Notices.** All notices under this Contract shall be in writing and shall be delivered by certified mail, return receipt requested, or by other delivery with receipt to the following:

As to JEA:

JEA
21 W. Church Street
Jacksonville, Florida 32202
Attn: Bryan Spell, Manager, W/WW Grid Preventative Maintenance

and to:

JEA
21 W. Church Street, CC-6
Jacksonville, Florida 32202
Attn: Heather Beard, Procurement Contract Administration

As to the Company:

D M D Consultants Inc.
11020 81st Court N.
Palm Beach Gardens, Florida 33412
Attn: David Durra

8. **Authority.** Company represents and warrants to JEA that Company has full right and authority to execute and perform its obligations under this Contract, and Company and the person(s) signing this Contract on Company's behalf represent and warrant to JEA that such person(s) are duly authorized to execute this Contract on Company's behalf without further consent or approval by anyone. Company shall deliver to JEA promptly upon request all documents reasonably requested by JEA to evidence such authority.

9. **Entire Agreement.** This Contract constitutes the entire agreement between the parties hereto for the Work to be performed and furnished by the Company. No statement, representation, writing, understanding, agreement, course of action or course of conduct, made by either party or any representative of either party, which is not expressed herein shall be binding. Company may not unilaterally modify the terms of this Contract by affixing additional terms to materials delivered to JEA (e.g., "shrink wrap" terms accompanying or affixed to a deliverable) or by including such terms on a purchase order or payment document. Company acknowledges that it is entering into this Contract for its own purposes and not for the benefit of any third party.

10. Amendments. All changes to, additions to, modifications of, or amendment to this Contract, or any of the terms, provisions and conditions hereof, shall be binding only when in writing and signed by the authorized officer, agent or representative of each of the parties to this Contract.

11. Counterparts. This Contract, and all amendments hereto, may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument. This Contract may be delivered by facsimile or by email transmittal of a PDF image, and such facsimile or PDF counterparts shall be valid and binding on JEA and Company with the same effect as if original signatures had been exchanged.

[Remainder of page left blank intentionally. Signature page follows immediately.]

IN WITNESS WHEREOF, JEA and Company have duly executed this Contract as of the Effective Date.

JEA

Maurice Scarboro
Witness

By: Jenny McCollum 06/11/2020
Jenny McCollum
Director, Procurement Services

D M D CONSULTANTS INC.

Janie L. Danvers
Witness

By: David Durrua
Print Name: David Durrua
Title: Director

Form Approved:
David M. Hight
Office of General Counsel

GC-#1367907-v1-JEA_Contract_DMD_Consultants.docx

Exhibit A

Addendum 4 Appendix B - Response Form
017-20 JEA Routine Hydrant Maintenance

Submit in an email to kinggd@jea.com.

Company Name: DMD Consultants inc.

Company's Address:

License Number:

Phone Number:

FAX No:

Email Address:

561 441 7405

DMD@DMDCONSULTANTS.NET

BID SECURITY REQUIREMENTS

TERM OF CONTRACT

None required

One Time Purchase

Certified Check or Bond (Five Percent (5%))

Annual Requirements

Other, Specify - 5 years with two (2) one year renewals

Completion

SAMPLE REQUIREMENTS

SECTION 255.05, FLORIDA STATUTES CONTRACT BOND

None required

None required

Samples required prior to Bid Opening

Bond required

Samples may be required subsequent to

Bid Opening

QUANTITIES

INSURANCE REQUIREMENTS

Quantities indicated are exacting

Quantities indicated reflect the approximate quantities to be purchased
Throughout the Contract period and are subject to fluctuation in accordance
with actual requirements.

Insurance required

PAYMENT DISCOUNTS

1% 20, net 30

2% 10, net 30 ☒

Other _____

None Offered

ENTER YOUR RESPONSE FOR SOLICITATION 017-20	TOTAL RESPONSE PRICE
Total Response Price for the Project (enter total from cell G7 in the Response Workbook)	<u>\$149,200.00</u>

I have read and understood the Sunshine Law/Public Records clauses contained within this solicitation. I understand that in the absence of a redacted copy my proposal will be disclosed to the public "as-is".

RESPONDENT CERTIFICATION

By submitting this Response, the Respondent certifies that it has read and reviewed all of the documents pertaining to this Solicitation, that the person signing below is an authorized representative of the Company, that the Company is legally authorized to do business in the State of Florida, and that the Company maintains in active status an appropriate contractor's license for the work (if applicable). The Respondent also certifies that it complies with all sections (including but not limited to Conflict Of Interest and Ethics) of this Solicitation.

017-20 JEA Routine Hydrant Maintenance BAFO

PART	ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1	1	Hydrants Serviced, Painted, and Inspected	2,500	each	44. ⁰⁰	\$0.00
1	2	Hydrant Serviced, Inspected, Not Painted	350	each	30. ⁰⁰	\$0.00
1	3	Hydrant Inspected - found out of service (not serviced or painted)	350	each	10. ⁰⁰	\$0.00
1	4	Abrasive Blasting	350	each	72. ⁰⁰	\$0.00
Total Bid Price						\$0.00

We have received addenda

Handwritten Signature of Authorized Officer of Company or Agent

Date

4/17/20

1 through 4

Printed Name and Title

David Durva

Director

**AMENDMENT # 1
TO CONTRACT # JEA11215
BETWEEN
JEA
AND
DMD CONSULTANTS INC**

THIS AMENDMENT NUMBER 1 (“First Amendment”) is made and entered into this 7th day of October 2022, (the “Effective Date”), by and between **JEA**, a body politic and corporate located at 21 W. Church St., Jacksonville, Florida, 32202, and **DMD CONSULTANTS INC**, a Florida corporation with a principal address of 4850 PATES HILL ROAD, MOSHEIM, Tennessee, 37818, United States (the “Company”).

RECITALS:

WHEREAS, on **June 11, 2020**, the parties made and entered into an agreement (the “Original Agreement”) under which Company agreed to provide “**JEA Routine Hydrant Maintenance**,” (the “Work”), under Contract number JEA11215/189884, until **June 10, 2025** (the “Term”), with a maximum indebtedness of **Nine Hundred Thousand and 00/100 Dollars (\$900,000.00)** (the “Maximum Indebtedness”); and

WHEREAS, JEA now desires to increase the Maximum Indebtedness in the amount of **Ninety Thousand and 00/100 Dollars (\$90,000.00)**, as allowed by the JEA Procurement Code, for a new Maximum Indebtedness of **Nine Hundred Ninety Thousand and 00/100 Dollars (\$990,000.00)**.

IN CONSIDERATION of the Original Agreement and for the mutual promises and covenants herein contained, the sufficiency and receipt of which is hereby acknowledged, the parties agree as follows:

AGREEMENT:

1. **Maximum Indebtedness.** The Maximum Indebtedness of the Original Agreement shall be increased by **Ninety Thousand and 00/100 Dollars (\$90,000.00)**, which shall be invoiced to JEA in accordance with the Original Agreement. The Maximum Indebtedness shall now be **Nine Hundred Ninety Thousand and 00/100 Dollars (\$990,000.00)**.

2. The above recitals are true and correct and, by reference, are incorporated herein and made part hereof.

SAVE AND EXCEPT as hereby specifically amended herein, the terms and conditions of the Original Agreement, as amended, shall remain in full force and effect.

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

SIGNATURES TO FOLLOW

DMD CONSULTANTS INC

Signature:

DAVID DURRUA

Signed on Oct 13, 2022 | 14:34:10 (GMT -5:00)

Email: DMD@DMDCONSULTANTS.NET
Name: DAVID DURRUA
Title: Director
Date: Oct 13, 2022 | 14:34:10 (GMT -5:00)

JEA

Signature:

Jenny McCollum

Signed on Oct 13, 2022 | 21:32:51 (GMT -5:00)

Email: gleejs@jea.com
Name: Jenny McCollum
Title: Director, Procurement Services
Date: Oct 13, 2022 | 21:32:51 (GMT -5:00)

JEA-WITNESS

Signature:

Jessica Talley

Signed on Oct 14, 2022 | 08:35:28 (GMT -5:00)

Email: taljb@jea.com
Name: Jessica Talley
Title: Contracts Assistant
Date: Oct 14, 2022 | 08:35:28 (GMT -5:00)

JEA Routine Hydrant Maintenance,

**AMENDMENT # 2
TO CONTRACT # JEA11215/189884
BETWEEN
JEA
AND
DMD CONSULTANTS INC**

THIS AMENDMENT NUMBER 2 (“Second Amendment”) is made and entered into this 6th day of April 2023, (the “Effective Date”), by and between **JEA**, a body politic and corporate located at 21 W. Church St., Jacksonville, Florida, 32202, and **DMD CONSULTANTS INC**, a Florida corporation authorized to perform work in the State of Florida, with a principal address of 4850 PATES HILL ROAD, MOSHEIM, Tennessee, 37818, United States (the “Company”).

RECITALS:

WHEREAS, on **June 11, 2020**, the parties made and entered into an agreement (the “Original Agreement”) under which Company agreed to provide “**JEA Routine Hydrant Maintenance**” (the “Work”), under Contract number JEA11215/189884, until **June 10, 2025** (the “Term”), with a maximum indebtedness of **Nine Hundred Thousand and 00/100 Dollars (\$900,000.00)** (the “Maximum Indebtedness”); and

WHEREAS, **October 07, 2022**, JEA increased the Maximum Indebtedness in the amount of **Ninety Thousand and 00/100 Dollars (\$90,000.00)**, as allowed by the JEA Procurement Code, for a new Maximum Indebtedness of **Nine Hundred Ninety Thousand and 00/100 Dollars (\$990,000.00)**; and

WHEREAS, JEA now desires to increase the Maximum Indebtedness in the amount **Four Hundred Sixty-Seven Thousand Five Hundred and 00/100 Dollars (\$467,500.00)**, as approved by the JEA Awards Committee on **April 06, 2023**, for a new Maximum Indebtedness of **One Million Four Hundred Fifty-Seven Thousand Five Hundred and 00/100 Dollars (\$1,457,500.00)**.

IN CONSIDERATION of the Original Agreement and for the mutual promises and covenants herein contained, the sufficiency and receipt of which is hereby acknowledged, the parties agree as follows:

AGREEMENT:

1. **Maximum Indebtedness.** The Maximum Indebtedness of the Original Agreement shall be increased by **Four Hundred Sixty-Seven Thousand Five Hundred and 00/100 Dollars (\$467,500.00)**, which shall be invoiced to JEA in accordance with Exhibit A, attached hereto. The Maximum Indebtedness shall now be **One Million Four Hundred Fifty-Seven Thousand Five Hundred and 00/100 Dollars (\$1,457,500.00)**.

2. The above recitals are true and correct and, by reference, are incorporated herein and made part hereof.

SAVE AND EXCEPT as hereby specifically amended herein, the terms and conditions of the Original Agreement, as amended, shall remain in full force and effect.

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

SIGNATURES TO FOLLOW

DMD CONSULTANTS INC

Signature:

DAVID DURRUA

Signed on Apr 11, 2023 | 14:21:58 (GMT -5:00)

Email: DMD@DMDCONSULTANTS.NET

Name: DAVID DURRUA

Title: Director

Date: Apr 11, 2023 | 14:21:58 (GMT -5:00)

JEA

Signature:

Jenny McCollum

Signed on Apr 11, 2023 | 16:29:28 (GMT -5:00)

Email: gleejs@jea.com

Name: Jenny McCollum

Title: Director, Procurement Services

Date: Apr 11, 2023 | 16:29:28 (GMT -5:00)

JEA-WITNESS

Signature:

Jessica Talley

Signed on Apr 12, 2023 | 07:09:08 (GMT -5:00)

Email: talljb@jea.com

Name: Jessica Talley

Title: Contracts Assistant

Date: Apr 12, 2023 | 07:09:08 (GMT -5:00)

EXHIBIT A



4850 Pates Hill Rd Mosheim, TN 37818

March 29, 2023

To Whom It May Concern,

DMD Consultants Inc would like to offer fire hydrant flow testing as an additional service to our contract with JEA. This is a dual (2) hydrant test capturing flow/pitot reading and residual pressure.

Our price per hydrant is \$75 each for the zone we are in.

Thank you,

David M Durrua

Director

DMD Consultants Inc

**AMENDMENT # 3
TO CONTRACT # JEA11215/189884
BETWEEN
JEA
AND
DMD CONSULTANTS INC**

THIS AMENDMENT NUMBER 3 (“Third Amendment”) is made and entered into this 26th day of March 2024, (the “Effective Date”), by and between **JEA**, a body politic and corporate located at 225 N. Pearl St., Jacksonville, Florida, 32202, and **DMD CONSULTANTS INC**, a Florida corporation authorized to perform work in the State of Florida, with a principal address of 4850 PATES HILL ROAD, MOSHEIM, Tennessee, 37818, United States (the “Company”).

RECITALS:

WHEREAS, on **June 11, 2020**, the parties made and entered into an agreement (the “Original Agreement”) under which Company agreed to provide “**JEA Routine Hydrant Maintenance**” (the “Work”), under Contract number JEA11215/189884, until **June 10, 2025** (the “Term”), with a maximum indebtedness of **Nine Hundred Thousand and 00/100 Dollars (\$900,000.00)** (the “Maximum Indebtedness”); and

WHEREAS, **October 07, 2022**, JEA increased the Maximum Indebtedness in the amount of **Ninety Thousand and 00/100 Dollars (\$90,000.00)**, as allowed by the JEA Procurement Code, for a new Maximum Indebtedness of **Nine Hundred Ninety Thousand and 00/100 Dollars (\$990,000.00)**; and

WHEREAS, on **April 06, 2023**, JEA increased the Maximum Indebtedness in the amount **Four Hundred Sixty-Seven Thousand Five Hundred and 00/100 Dollars (\$467,500.00)**, as approved by the JEA Awards Committee, for a new Maximum Indebtedness of **One Million Four Hundred Fifty-Seven Thousand Five Hundred and 00/100 Dollars (\$1,457,500.00)**; and

WHEREAS, JEA now desires to increase the Maximum Indebtedness in the amount of **One Hundred Forty-Five Thousand Seven Hundred Fifty and 00/100 Dollars (\$145,750.00)**, as allowed by the JEA Procurement Code, for a new Maximum Indebtedness of **One Million Six Hundred Three Thousand Two Hundred Fifty and 00/100 Dollars (\$1,603,250.00)**.

IN CONSIDERATION of the Original Agreement and for the mutual promises and covenants herein contained, the sufficiency and receipt of which is hereby acknowledged, the parties agree as follows:

AGREEMENT:

1. **Maximum Indebtedness.** The Maximum Indebtedness of the Original Agreement shall be increased by **One Hundred Forty-Five Thousand Seven Hundred Fifty and 00/100 Dollars (\$145,750.00)**, and shall be invoiced to JEA in accordance with the Original Agreement. The Maximum Indebtedness shall now be **One Million Six Hundred Three Thousand Two Hundred Fifty and 00/100 Dollars (\$1,603,250.00)**.

2. The above recitals are true and correct and, by reference, are incorporated herein and made part hereof.

SAVE AND EXCEPT as hereby specifically amended herein, the terms and conditions of the Original Agreement, as amended, shall remain in full force and effect.

Rest of Page Intentionally Left Blank

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

SIGNATURES TO FOLLOW

DAVID DURRUA

Signed on 04/04/2024 | 21:08:21 (GMT -5:00)

Director

04/04/2024 | 21:08:21 (GMT -5:00)

JG McWh

Signed on 04/04/2024 | 21:17:03 (GMT -5:00)

04/04/2024 | 21:17:03 (GMT -5:00)

Jessica Talley

Signed on 04/05/2024 | 08:33:21 (GMT -5:00)

04/05/2024 | 08:33:21 (GMT -5:00)

**AMENDMENT # 4
TO
CONTRACT # JEA11215/189884
BETWEEN
JEA
AND
DMD CONSULTANTS INC**

THIS AMENDMENT NUMBER 4 (“Fourth Amendment”) is made and entered into this 16th day of January, 2025, (the “Effective Date”), by and between **JEA**, a body politic and corporate located at 225 N. Pearl St., Jacksonville, Florida, 32202, and **DMD CONSULTANTS INC**, a Florida corporation authorized to perform work in the State of Florida, with a principal address of 4850 PATES HILL ROAD, MOSHEIM, Tennessee, 37818, United States (the “Company”).

RECITALS:

WHEREAS, on **June 11, 2020**, the parties made and entered into an agreement (the “Original Agreement”) under which Company agreed to provide “**JEA Routine Hydrant Maintenance**” (the “Work”), under Contract number JEA11215/189884, until **June 10, 2025**, (the “Term”), with a maximum indebtedness of **Nine Hundred Thousand and 00/100 Dollars (\$900,000.00)** (the “Maximum Indebtedness”); and

WHEREAS, on **October 07, 2022**, JEA increased the Maximum Indebtedness in the amount of **Ninety Thousand and 00/100 Dollars (\$90,000.00)**, as allowed by the JEA Procurement Code, for a new Maximum Indebtedness of **Nine Hundred Ninety Thousand and 00/100 Dollars (\$990,000.00)**; and

WHEREAS, on **April 06, 2023**, JEA increased the Maximum Indebtedness in the amount **Four Hundred Sixty-Seven Thousand Five Hundred and 00/100 Dollars (\$467,500.00)**, as

approved by the JEA Awards Committee, for a new Maximum Indebtedness of **One Million Four Hundred Fifty-Seven Thousand Five Hundred and 00/100 Dollars (\$1,457,500.00)**; and

WHEREAS, on **March 26, 2024**, JEA increased the Maximum Indebtedness in the amount of **One Hundred Forty-Five Thousand Seven Hundred Fifty and 00/100 Dollars (\$145,750.00)**, as allowed by the JEA Procurement Code, for a new Maximum Indebtedness of **One Million Six Hundred Three Thousand Two Hundred Fifty and 00/100 Dollars (\$1,603,250.00)**; and

WHEREAS, JEA now desires to increase the Maximum Indebtedness in the amount of **Three Ninety-Seven Thousand Three Hundred Sixty and 62/100 Dollars (\$397,360.62)**, as approved by the JEA Awards Committee on **January 16, 2025**, for a new Maximum Indebtedness of **Two Million Six Hundred Ten and 62/100 Dollars (\$2,000,610.62)**, and renew the Term of the Original Agreement until **June 10, 2026**.

IN CONSIDERATION of the Original Agreement and for the mutual promises and covenants herein contained, the sufficiency and receipt of which is hereby acknowledged, the parties agree as follows:

AGREEMENT:

1. **Maximum Indebtedness.** The Maximum Indebtedness of the Original Agreement shall be increased by **Three Ninety-Seven Thousand Three Hundred Sixty and 62/100 Dollars (\$397,360.62)** and shall be invoiced to JEA in accordance with the Original Agreement. The Maximum Indebtedness shall now be **Two Million Six Hundred Ten and 62/100 Dollars (\$2,000,610.62)**.

2. **Term.** The Term of the Original Agreement shall be renewed until **June 10, 2026**.

3. The above recitals are true and correct and, by reference, are incorporated herein and made part hereof.

SAVE AND EXCEPT as hereby specifically amended herein, the terms and conditions of the Original Agreement, as amended, shall remain in full force and effect.

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

SIGNATURES TO FOLLOW

DMD CONSULTANTS, INC.

Signature:

DAVID DURRUA

Signed on 01/22/2025 | 13:56:40 (GMT -5:00)

Email: DMD@DMDCONSULTANTS.NET

Name: DMD@DMDCONSULTANTS.NET

Title: Director

Date: 01/22/2025 | 13:56:40 (GMT -5:00)

JEA

Signature:

Jenny McCollum

Signed on Jan 22,2025 | 15:34:19 (GMT -5:00)

Email: gleejs@jea.com

Name: Jenny McCollum

Title: Director, Procurement Services

Date: Jan 22,2025 | 15:34:19 (GMT -5:00)

JEA-WITNESS

Signature:

Jessica Talley

Signed on Jan 22,2025 | 15:36:47 (GMT -5:00)

Email: talljb@jea.com

Name: Jessie Talley

Title: Contracts Associate

Date: Jan 22,2025 | 15:36:47 (GMT -5:00)

JEA Routine Hydrant Maintenance,

**AMENDMENT # 5
TO CONTRACT # JEA11215
BETWEEN
JEA
AND
DMD CONSULTANTS INC**

THIS AMENDMENT NUMBER 5 (“Fifth Amendment”) is made and entered into this 21st day of August, 2025, (the “Effective Date”), by and between **JEA**, a body politic and corporate located at 225 N. Pearl St., Jacksonville, Florida, 32202, and **DMD CONSULTANTS INC**, a Florida corporation authorized to perform work in the State of Florida, with a principal address of 4850 PATES HILL ROAD, MOSHEIM, Tennessee, 37818, United States (the “Company”).

RECITALS:

WHEREAS, on **June 11, 2020**, the parties made and entered into an agreement (the “Original Agreement”) under which Company agreed to provide “**JEA Routine Hydrant Maintenance**” (the “Work”), under Contract number JEA11215/189884, until **June 10, 2025**, (the “Term”), with a maximum indebtedness of **Nine Hundred Thousand and 00/100 Dollars (\$900,000.00)** (the “Maximum Indebtedness”); and

WHEREAS, on **October 07, 2022**, JEA increased the Maximum Indebtedness in the amount of **Ninety Thousand and 00/100 Dollars (\$90,000.00)**, as allowed by the JEA Procurement Code, for a new Maximum Indebtedness of **Nine Hundred Ninety Thousand and 00/100 Dollars (\$990,000.00)**; and

WHEREAS, on **April 06, 2023**, JEA increased the Maximum Indebtedness in the amount **Four Hundred Sixty-Seven Thousand Five Hundred and 00/100 Dollars (\$467,500.00)**, as approved by the JEA Awards Committee, for a new Maximum Indebtedness of **One Million Four Hundred Fifty-Seven Thousand Five Hundred and 00/100 Dollars (\$1,457,500.00)**; and

WHEREAS, on **March 26, 2024**, JEA increased the Maximum Indebtedness in the amount of **One Hundred Forty-Five Thousand Seven Hundred Fifty and 00/100 Dollars (\$145,750.00)**, as allowed by the JEA Procurement Code, for a new Maximum Indebtedness of **One Million Six Hundred Three Thousand Two Hundred Fifty and 00/100 Dollars (\$1,603,250.00)**; and

WHEREAS, on **January 16, 2025**, JEA increased the Maximum Indebtedness in the amount of **Three Ninety-Seven Thousand Three Hundred Sixty and 62/100 Dollars (\$397,360.62)**, as approved by the JEA Awards Committee, for a new Maximum Indebtedness of **Two Million Six Hundred Ten and 62/100 Dollars (\$2,000,610.62)**, and renewed the Term of the Original Agreement until **June 10, 2026**;and

WHEREAS, JEA now desires to update the Unit Prices, per the Original Agreement.

IN CONSIDERATION of the Original Agreement and for the mutual promises and covenants herein contained, the sufficiency and receipt of which is hereby acknowledged, the parties agree as follows:

AGREEMENT:

1. **Unit Prices.** The Unit Prices shall now be updated, and invoiced to JEA in accordance with **Exhibit A**, attached hereto.

2. The above recitals are true and correct and, by reference, are incorporated herein and made part hereof.

SAVE AND EXCEPT as hereby specifically amended herein, the terms and conditions of the Original Agreement, as amended, shall remain in full force and effect.

Rest of Page Intentionally Left Blank

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

SIGNATURES TO FOLLOW

DMD CONSULTANTS INC

Signature:

DAVID DURRUA

Signed on 08/27/2025 | 21:01:31 (GMT -5:00)

Email: DMD@DMDCONSULTANTS.NET

Name: DMD@DMDCONSULTANTS.NET

Title: Director

Date: 08/27/2025 | 21:01:31 (GMT -5:00)

JEA

Signature:

Jenny McCollum

Signed on 08/28/2025 | 06:50:11 (GMT -5:00)

Email: gleejs@jea.com

Name: Jenny McCollum

Title: Director, Procurement Services

Date: 08/28/2025 | 06:50:11 (GMT -5:00)

JEA-Witness

Signature:

Jessica Talley

Signed on Aug 28,2025 | 09:48:15 (GMT -5:00)

Email: talljb@jea.com

Name: Jessie Talley

Title: Contracts Associate

Date: Aug 28,2025 | 09:48:15 (GMT -5:00)

EXHIBIT A

DMD Consultants	
Item	Price
Service	\$52.80
Service w/out Paint	\$36.00
Inspection Only	\$12.00
Sandblast and Prime	\$86.40

Audit Summary for Amendment number JEA11215, titled JEA Routine Hydrant Maintenance,

Report Time	Agreement Name	Document Created Time
08/28/2025 13:48:18 (GMT)	Amendment number JEA11215, titled JEA Routine Hydrant Maintenance,	08/27/2025 16:01:03 (GMT)
Document Created By	Document Sent Time	Transaction ID
Jessica Talley (talljb@jea.com)	08/27/2025 16:01:04 (GMT)	543b0d46-ee4c-4351-a22d-3706988935dc
Documents	Recipients	Document Status
a98c08c0-6802-4dd2-bb37-a272fba480c8.pdf	DMD@DMDCONSULTANTS.NET (DMD@DMDCONSULTANTS.NET), Jenny McCollum (gleejs@jea.com), Jessie Talley (talljb@jea.com)	Completed
Document Status Action Time	Number of Signatures	Number of Initials
08/28/2025 13:48:18 (GMT)	3	0
Number of Stamps	Number of Pages in Document	CC Users
0	4	

Audit Events

- Document created by Jessica Talley (talljb@jea.com) via API integration user Heather Beard (bearhb@jea.com)

Time	IP Address	Geolocation	Browser	OS
08/27/2025 16:01:04 (GMT)	207.211.63.177	-	-	-

- Document emailed by Jessica Talley (talljb@jea.com) via API integration user Heather Beard (bearhb@jea.com)
Sent to - DMD@DMDCONSULTANTS.NET (DMD@DMDCONSULTANTS.NET)

Time	IP Address	Geolocation	Browser	OS
08/27/2025 16:01:08 (GMT)	-	-	-	-

- Email link authenticated by Jessie Talley (talljb@jea.com)

Time	IP Address	Geolocation	Browser	OS
08/27/2025 16:02:08 (GMT)	20.159.64.152	-	Chrome 138	Windows 10

- Document viewed by Jessie Talley (talljb@jea.com)

Time	IP Address	Geolocation	Browser	OS
08/27/2025 16:02:08 (GMT)	20.159.64.152	-	Chrome 138	Windows 10

- Email link authenticated by DMD@DMDCONSULTANTS.NET (DMD@DMDCONSULTANTS.NET)

Time	IP Address	Geolocation	Browser	OS
08/28/2025 01:00:02 (GMT)	129.222.86.82	-	Mobile Safari 18	iOS 18

- Document viewed by DMD@DMDCONSULTANTS.NET (DMD@DMDCONSULTANTS.NET)

Time	IP Address	Geolocation	Browser	OS
08/28/2025 01:00:04 (GMT)	129.222.86.82	-	Mobile Safari 18	iOS 18

- Certinal eSign Terms of Use, User Disclosure and Privacy Policy associated with this document have been agreed by DMD@DMDCONSULTANTS.NET (DMD@DMDCONSULTANTS.NET)

Time	IP Address	Geolocation	Browser	OS
08/28/2025 01:01:31 (GMT)	129.222.86.82	-	Mobile Safari 18	iOS 18

- Document eSigned by DMD@DMDCONSULTANTS.NET (DMD@DMDCONSULTANTS.NET)
Signature Method - Signature Typed (Pre-Saved)

Time	IP Address	Geolocation	Browser	OS
08/28/2025 01:01:31 (GMT)	129.222.86.82	-	Mobile Safari 18	iOS 18

- Document emailed
Sent to - Jenny McCollum (gleejs@jea.com)

Time	IP Address	Geolocation	Browser	OS
08/28/2025 01:01:36 (GMT)	-	-	-	-

- Document viewed by DMD@DMDCONSULTANTS.NET (DMD@DMDCONSULTANTS.NET)

Time	IP Address	Geolocation	Browser	OS
08/28/2025 01:01:41 (GMT)	129.222.86.82	-	Mobile Safari 18	iOS 18

- Email link authenticated by Jessica Talley (talljb@jea.com)

Time	IP Address	Geolocation	Browser	OS
08/28/2025 01:03:26 (GMT)	20.159.64.138	-	Chrome 138	Windows 10

- Document viewed by Jessica Talley (talljb@jea.com)

Time	IP Address	Geolocation	Browser	OS
08/28/2025 01:03:26 (GMT)	20.159.64.138	-	Chrome 138	Windows 10

- Email link authenticated by DMD@DMDCONSULTANTS.NET (DMD@DMDCONSULTANTS.NET)

Time	IP Address	Geolocation	Browser	OS
08/28/2025 10:42:07 (GMT)	129.222.84.1	-	Mobile Safari 18	iOS 18

- Document viewed by DMD@DMDCONSULTANTS.NET (DMD@DMDCONSULTANTS.NET)

Time	IP Address	Geolocation	Browser	OS
08/28/2025 10:42:07 (GMT)	129.222.84.1	-	Mobile Safari 18	iOS 18

- Email link authenticated by Jenny McCollum (gleejs@jea.com)

Time	IP Address	Geolocation	Browser	OS
08/28/2025 10:49:23 (GMT)	38.85.135.97	-	Chrome Mobile iOS 139	iOS 18

- Document viewed by Jenny McCollum (gleejs@jea.com)

Time	IP Address	Geolocation	Browser	OS
08/28/2025 10:49:24 (GMT)	38.85.135.97	-	Chrome Mobile iOS 139	iOS 18

- Email link authenticated by Jenny McCollum (gleejs@jea.com)

Time	IP Address	Geolocation	Browser	OS
08/28/2025 10:49:29 (GMT)	98.87.205.200	-	Chrome Mobile iOS 139	iOS 18

- Document viewed by Jenny McCollum (gleejs@jea.com)

Time	IP Address	Geolocation	Browser	OS
08/28/2025 10:49:30 (GMT)	98.87.205.200	-	Chrome Mobile iOS 139	iOS 18

- Email link authenticated by Jenny McCollum (gleejs@jea.com)

Time	IP Address	Geolocation	Browser	OS
08/28/2025 10:50:10 (GMT)	108.62.50.48	-	Chrome 138	Windows 10

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Time	IP Address	Geolocation	Browser	OS
08/28/2025 10:50:11 (GMT)	38.85.135.97	-	Chrome Mobile iOS 139	iOS 18

- Document eSigned by Jenny McCollum (gleejs@jea.com)
Signature Method - Signature Drawn (Pre-Saved)

Time	IP Address	Geolocation	Browser	OS
08/28/2025 10:50:11 (GMT)	38.85.135.97	-	Chrome Mobile iOS 139	iOS 18

- Document emailed
Sent to - Jessie Talley (talljb@jea.com)

Time	IP Address	Geolocation	Browser	OS
08/28/2025 10:50:15 (GMT)	-	-	-	-

- Email link authenticated by Jessica Talley (talljb@jea.com)

Time	IP Address	Geolocation	Browser	OS
08/28/2025 10:50:44 (GMT)	62.10.205.4	-	Chrome 138	Windows 10

- Document viewed by Jessica Talley (talljb@jea.com)

Time	IP Address	Geolocation	Browser	OS
08/28/2025 10:50:44 (GMT)	62.10.205.4	-	Chrome 138	Windows 10

- Email link authenticated by Jenny McCollum (gleejs@jea.com)

Time	IP Address	Geolocation	Browser	OS
08/28/2025 10:50:50 (GMT)	20.159.64.138	-	Chrome 138	Windows 10

- Document viewed by Jenny McCollum (gleejs@jea.com)

Time	IP Address	Geolocation	Browser	OS
08/28/2025 10:50:50 (GMT)	20.159.64.138	-	Chrome 138	Windows 10

- Email link authenticated by Jessie Talley (talljb@jea.com)

Time	IP Address	Geolocation	Browser	OS
08/28/2025 13:48:04 (GMT)	12.139.123.91	-	Edge 138	Windows 10

- Document viewed by Jessie Talley (talljb@jea.com)

Time	IP Address	Geolocation	Browser	OS
08/28/2025 13:48:06 (GMT)	12.139.123.91	-	Edge 138	Windows 10

- Certinal eSign Terms of Use, User Disclosure and Privacy Policy associated with this document have been agreed by Jessie Talley (talljb@jea.com)

Time	IP Address	Geolocation	Browser	OS
08/28/2025 13:48:14 (GMT)	12.139.123.91	-	Edge 138	Windows 10

- Document eSigned by Jessie Talley (talljb@jea.com)
Signature Method - Signature Typed (Pre-Saved)

Time	IP Address	Geolocation	Browser	OS
08/28/2025 13:48:15 (GMT)	12.139.123.91	-	Edge 138	Windows 10

- Final agreement emailed
Sent to - DMD@DMDCONSULTANTS.NET (DMD@DMDCONSULTANTS.NET)
Jenny McCollum (gleejs@jea.com)
Jessie Talley (talljb@jea.com)

Time	IP Address	Geolocation	Browser	OS
08/28/2025 13:48:18 (GMT)	-	-	-	-

End of Report

Sender Assigned Fields To Recipients

Recipient	Field	Required	PDF Page No.	Value	Activity Time
DMD@DMDCONSULTANTS.NET (DMD@DMDCONSULTANTS.NET)	Field Type: Signature	Yes	Page No.:3	<i>DAVID DURRUA</i> Signed on 08/27/2025 21:01:31 (GMT -5:00)	08/28/2025 01:01:31 (GMT)
DMD@DMDCONSULTANTS.NET (DMD@DMDCONSULTANTS.NET)	Field Type: Signer Name	Yes	Page No.:3	DMD@DMDCONSULTANTS.NET	08/28/2025 01:01:31 (GMT)
DMD@DMDCONSULTANTS.NET (DMD@DMDCONSULTANTS.NET)	Field Type: Title	Yes	Page No.:3	Director	08/28/2025 01:01:31 (GMT)
DMD@DMDCONSULTANTS.NET (DMD@DMDCONSULTANTS.NET)	Field Type: Signed Date	Yes	Page No.:3	08/27/2025 21:01:31 (GMT -5:00)	08/28/2025 01:01:31 (GMT)
Jenny McCollum (gleejs@jea.com)	Field Type: Signature	Yes	Page No.:3	 Signed on 08/28/2025 06:50:11 (GMT -5:00)	08/28/2025 10:50:11 (GMT)
Jenny McCollum (gleejs@jea.com)	Field Type: Signed Date	Yes	Page No.:3	08/28/2025 06:50:11 (GMT -5:00)	08/28/2025 10:50:11 (GMT)
Jessie Talley (talljb@jea.com)	Field Type: Signature	Yes	Page No.:3	<i>Jessica Talley</i> Signed on Aug 28, 2025 09:48:15 (GMT -5:00)	08/28/2025 13:48:15 (GMT)
Jessie Talley (talljb@jea.com)	Field Type: Signed Date	Yes	Page No.:3	Aug 28, 2025 09:48:15 (GMT -5:00)	08/28/2025 13:48:15 (GMT)

Parties accepted the User Disclosure: DMD@DMDCONSULTANTS.NET (DMD@DMDCONSULTANTS.NET), Jenny McCollum (gleejs@jea.com), Jessie Talley (taljb@jea.com)

Company and its Users' Disclosure Regarding Conducting Business Electronically, and Signing Documents Electronically

By using Certinal Application, you hereby specifically provide your consent to use Certinal Application for receiving notifications electronically and/or electronically signing e-documents rather than executing those documents through wet signatures. If you do not wish to receive notifications electronically and/or execute e-documents by applying electronic signatures, then you may withdraw your consent in following manner:

- You may notify the sender by writing email to the sender of e-document that you do not wish to execute e-documents by applying electronic signatures.
- You may write email to the sender of e-document and ask the sender to provide print of the document for executing the same by applying wet signatures.
- You yourself may download the document from Certinal Application and print the same for executing it by applying wet signatures.

Any such action of yours by which you do not proceed to electronically sign e-documents shall be construed as withdrawal of your consent to electronically sign e-documents.

You may be required to pay to the sender for executing hard copy of the document through wet signatures needs to be settled between you and the sender. Certinal is not liable in any manner whatsoever related to any such cost if any incurred by you.

After withdrawal of such consent if at any time in future you again use the Certinal Application either to electronically sign the same document for which you had earlier withdrawn your consent or you use the Certinal Application to sign any other new document then by such act of yours you acknowledge that you are consenting to use Certinal Application for electronically signing e-documents.

Following are the system requirements for using Certinal Application.

System Requirements	
RAM Requirements	Minimum: 8GB Recommended: 16GB
Hard Disk Requirements	100GB
Supported Operating system	MAC OS X v11 or later and Windows 8, 10
Supported Browser	<i>*Edge Chromium based browser Recommended</i> <i>Edge Version 81.0.416.58 +</i> <i>Firefox Version 75.0 +</i> <i>Chrome 78.0.3904.97 +</i> <i>Safari 11 +</i>
System Resolution	1920*1080, 1024*768, 1152*864, 1366*768, 1440x900, 2560*1600, 3072*1920
Additional Hardware/Software Requirements	4 Cores (CPU)

Please note that Edge Chromium based browser, Firefox, and Chrome are evergreen browsers with automatic updates. Support is provided for two of their latest stable releases. The supported versions will change as and when they release a new version.

Following are the document formats supported for electronic signature.

- PDF (.pdf)
- Word (.doc and .docx)
- Graphics (.tif, .jpg, .jpeg, .gif, .bmp, and .png)

You are required to have Acrobat® or similar software applications to view electronically signed document.



Finance Department Purchasing Division

65 Stone Street • Cocoa, FL 32922

PHONE: (321) 433-8775

FAX: (321) 433-8860

www.CocoaFL.gov

City of Cocoa
AMENDMENT TO PURCHASE AGREEMENT
1st AMENDMENT
DMD Consultants Inc.
Piggyback Agreement No. JEA 189884
Routine Hydrant Maintenance

This First Amendment is to confirm receipt and acknowledgement of the agreed upon Annual Renewal made effective June 10, 2025, by and between JEA and DMD Consultants Inc.. This Amendment also confirms receipt and acknowledgment the CONTRACTOR shall continue to provide Routine Hydrant Maintenance as agreed upon under Piggyback Agreement JEA 189884, made effective February 28, 2023, by and between the City of Cocoa and DMD Consultants Inc. This renewal shall correspond with the renewal issued by JEA and expires on June 10, 2026.

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

DMD CONSULTANTS INC.

CITY OF COCOA

David Durva
Print Name

Stockton Whitten
Print Name

Director
Title

City Manager
Title

[Signature] 6/3/2025
Signature / Date

[Signature]
Signature / Date

CC: Monica Arsenault, City Clerk
Brian Dale, Purchasing Manager
Donnie Howard, Field Operations Manager

[Signature]
Attested By: City Clerk

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

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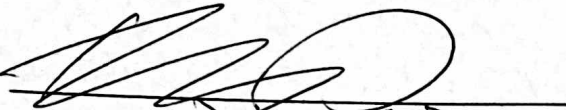


CONTRACTOR E-VERIFY AFFIDAVIT

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



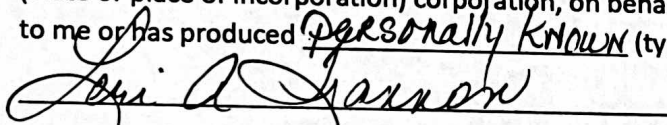
Print Name: David Durrua

Date: 2-3-2023

STATE OF FLORIDA TN

COUNTY OF Greene

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 3rd (date) by David Durrua (name of officer or agent, title of officer or agent) of DMD Consultants (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 Personally Known (type of identification) as identification.

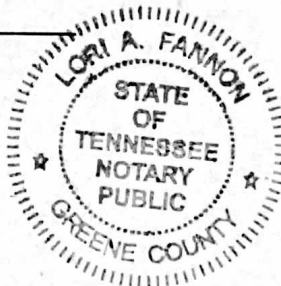


[Notary Seal] Notary Public

Lori A Fannon

Name typed, printed or stamped

My Commission Expires: 9-23-2026





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/21/2025

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 Vallie Insurance 822 Tusculum Blvd Greeneville TN 37745		CONTACT NAME: Sandy Vallie PHONE (A/C No. Ext): (423)636-3743 E-MAIL ADDRESS: office@vallieinsurance.com FAX (A/C No): (423)636-0224	
INSURED DMD Consultants 4850 Pates Hill Road Mosheim TN 37818		INSURER(S) AFFORDING COVERAGE INSURER A: Kinsale Insurance Company INSURER B: PROGRESSIVE HAWAII INS CORP INSURER C: BERKLEY INSURER D: INSURER E: INSURER F:	
		NAIC # 000000 10067 00000	

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 ☐ PRO-JECT ☐ LOC OTHER:	Y		0100377967-0	06/26/2025	06/26/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$				
	B						AUTOMOBILE LIABILITY ☐ ANY AUTO ☒ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	05376244	08/19/2025	02/19/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
							UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$
											C

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

CITY OF COCOA IS ADDITIONALLY INSURED IN REGARDS TO GENERAL LIABILITY

CERTIFICATE HOLDER**CANCELLATION**

CITY OF COCOA 351 SHEARER 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

Fax:

Email: MKEESE@COCOAFI.ORG

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ACORD 25 (2016/03)

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CITY COUNCIL AGENDA ITEM

Memo Date: November 19, 2025
Agenda Date: January 13, 2026
File ID: 2025-1079
Prepared By: Katrina Combs, Utilities Administrative Technician
Through: James Mitchell, Water Treatment Manager
John Walsh, Utilities Director
Requested Action: Approve a cost increase and a Change Order to Purchase Order 84298 for Ring Power in the amount of \$36,768.84 for emergency generator repairs at Well #25, utilizing Sourcewell Contract RFP #092222, for a total FY26 project cost not to exceed \$136,768.84.

BACKGROUND:

The Claude H. Dyal Water Treatment Plant (WTP) operates 22 Caterpillar® generators to ensure emergency power and continuity of the City's potable water supply. These units require specialized periodic maintenance to remain operational. Ring Power is the sole-authorized Caterpillar® service provider for this region and performs these services utilizing the Sourcewell Cooperative Contract (RFP #092222). On September 23, 2025 (Agenda Item 2025-906), City Council approved a total cost limitation of \$100,000.00 for FY26 generator services.

Based on this authorization, two Purchase Orders were issued:

- PO 84225 (\$70,000.00): Dedicated to annual inspections and preventative maintenance.
- PO 84298 (\$30,000.00): Dedicated to general repairs.

Current Requirement for Well #25: During routine maintenance, technicians identified significant water intrusion and internal component damage to the generator at Well #25. This critical production facility is currently without emergency backup power. To restore the unit to service, a repair estimate of \$36,768.84 has been provided. Because the existing repair PO (84298) only contains \$30,000.00—which is also needed for unanticipated repairs throughout the remainder of the fiscal year—additional funding is required to specifically address the Well #25 failure. Staff is requesting an increase of \$36,768.84, bringing the total FY26 authorized expenditure for Ring Power from \$100,000.00 to \$136,768.84.

PO Number	Purpose	Current Amount	Proposed Increase	New Total
84225	Annual Inspections	\$70,000.00	\$0.00	\$70,000.00

	and Maintenance			
84298	Repairs	\$30,000.00	\$36,768.84	\$66,768.84
TOTAL		\$100,000.00	\$36,768.84	\$136,768.84

Staff recommends that City Council approve a cost increase for FY26 generator services from \$100,000.00 to a total not-to-exceed amount of \$136,768.84. Staff further requests authorization to issue a Change Order to PO 84298 in the amount of \$36,768.84 to fund the critical repairs at Well #25.

PRIORITY AREA CONNECTION:

BUDGETARY IMPACT:

Budgeted? Yes

Source/Use of Funds

Account Number 421-4020-536.34-00

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

Change Order to PO 84298 Amount: \$36,768.84

Original Purchase Order 84298 Amount: \$30,000.00

Related Purchase Order 84225 Amount: \$70,000.00

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:

January 24, 2023, Approved Participation in a Cooperative Purchase Agreement with RingPower, Palm Bay, Florida, to Provide Annual Maintenance and Technical Analysis Services for Twenty-Two (22) Generators Operated by the Dyal Water Treatment Plant Utilizing the Sourcwell Contract RFP #092222, effective December 6, 2022 through November 22, 2026, not to exceed \$90,000 each year upon the Adoption of the FY24-FY27 Budgets; The Contact May be Extended by One Additional Year; To Authorize the City Manager to Execute the Service Agreement(s), Amendments, and Purchase Orders for each Fiscal Year; Approve a Contingency Resolution of \$10,000 for FY25 and Authorize the City Manager to approve Change Orders for emergency repairs should they be needed. (Agenda 23-21 January 24, 2023)

September 9, 2025, Approved 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.

RECOMMENDED MOTION:

Approve a cost increase and a Change Order to Purchase Order 84298 for Ring Power in the amount of \$36,768.84 for emergency generator repairs at Well #25, utilizing Sourcewell Contract RFP #092222, for a total FY26 project cost not to exceed \$136,768.84.

CITY OF COCOA ACCOUNTING DIVISION
65 STONE STREET
COCOA FL
32922

PER YOUR REQUEST, WE HAVE ESTIMATED REPAIRS ON THE MACHINE LISTED BELOW. A REPAIR DESCRIPTION WITH LABOR AND/OR PARTS IS ATTACHED. UPON DISASSEMBLY OF THE COMPONENT(S) TO BE REPAIRED, ADDITIONAL PARTS AND LABOR MAY BE NECESSARY. IF SO, A QUOTE FOR ADDITIONAL REPAIRS WILL BE FORWARDED TO YOU FOR APPROVAL. NOTE: AN AUTHORIZED REPRESENTATIVE OF YOUR COMPANY SHOULD SIGN AND RETURN THIS REPAIR ESTIMATE. ONLY UPON RECEIPT OF THE SIGNED ESTIMATE WILL REPAIRS BE PERFORMED. A PURCHASE ORDER NUMBER SHOULD BE SUPPLIED IF REQUIRED BY YOUR COMPANY.

CUSTOMER NO.	QUOTE NO.	DATE	CONTACT
008853	151065	11/10/2025	RACHEL UNRUH
PHONE NO.	FAX NO.	EMAIL	
3213932617		runruh@cocoafll.gov	
MODEL	MAKE		SERIAL NO.
C9	CATERPILLAR		0C9E00772
UNIT NO.	HOURS	WO NO.	P.O. NO.
PS UNIT11	580		
NOTE			
ALL PRICING IS -5% AS PER SOURCEWELL #092222			

TRAVEL TO/FROM TRAVEL TIME & MILEAGE (056 9011)

NOTES:

TRAVEL TO AND FROM WELL25 TO PERFORM REPAIRS

Item Number	Description	Qty	Unit Price	Discount%	Ext Price
TRV	TRAVEL LABOR REV	6.00	181.00	-5	1,031.70
Total Estimated Labor:					1,031.70

Labor Summary

Item Number	Description	Qty	Unit Price	Discount%	Ext Price
MLG	MILEAGE PSD	210	4.00		840.00
Total Estimated Misc:					840.00

Misc Summary

Segment 01 Total: 1,871.70

REMOVE & INSTALL ENGINE (010 1000)

NOTES:

THIS SEGMENT IS TO PROVIDE TWO TECHS TO SEPERATE ENGINE FROM GENERATOR AND REMOVE ENGINE FROM BUILDING TO TRANSPORT BACK TO SHOP

Item Number	Description	Qty	Unit Price	Discount%	Ext Price
FLD	REMOVE AND INSTALL ENGINE	40.00	181.00	-5	6,878.00
Total Estimated Labor:					6,878.00

Labor Summary

Segment 02 Total: 6,878.00

OVERHAUL ENGINE (520 1000)

NOTES:

DISASSEMBLE ENGINE AND INSPECT FOR WATER DAMAGE FROM RAINWATER INTRUSION. ALL PARTS WILL BE CLEANED AND INSPECTED PER CATERPILLAR RE-USE GUIDELINES. REMAN CYLINDER PACKS, NEW BEARINGS, REMAN CYLINDER HEAD, REMAN INJECTORS, REMAN TURBO, WILL BE INSTALLED DUE TO WATER DAMAGE.

Part Number	Description	Qty	Unit Sell	Unit Disc	Unit Price	Discount%	Ext Price
10R2312	CORE AS OIL	1.00	726.38		726.38	5.00	690.06
10R2312	CORE	1.00	332.89		332.89		0.00
10R8636	HEAD GP CYL	1.00	3,667.93		3,667.93	5.00	3,484.53
10R8636	CORE	1.00	2,374.54		2,374.54		0.00
1R0762	FILTER A-FUE	1.00	35.91		35.91	5.00	34.11
1R1808	FILTER AS-LU	1.00	43.73		43.73	5.00	41.54
2097293	GASKET	1.00	24.15		24.15	5.00	22.94
20R1750	CYL PACK	6.00	637.66		637.66	5.00	3,634.66
20R1750	CORE	6.00	225.45		225.45		0.00
20R2965	TURBO GP	1.00	1,796.89		1,796.89	5.00	1,707.05
20R2965	CORE	1.00	821.15		821.15		0.00
20R8846	INJECTOR GP	6.00	764.11		764.11	5.00	4,355.43
20R8846	CORE	6.00	240.92		240.92		0.00
2133190	BEARING	6.00	36.41		36.41	5.00	207.54
2359651	BOLT-SOCKET	12.00	6.73		6.73	5.00	76.72
2463150	PLATE-THRUST	2.00	41.65		41.65	5.00	79.14
2974841	KIT-GASKET-S	6.00	42.04		42.04	5.00	239.63
3261644	FILTER AS	1.00	45.61		45.61	5.00	43.33
4243549	KIT GASKET	1.00	698.31		698.31	5.00	663.39
4458630	KIT GASKET	1.00	92.06		92.06	5.00	87.46
4576112	KIT GASKET	1.00	288.97		288.97	5.00	274.52
4710306	KIT GASKET	1.00	209.06		209.06	5.00	198.61
5088	BRAKECLEAN/CAN	144.00	3.89		3.89	5.00	532.15
5153975	CAT DEO-ULS 15W-40	2.00	85.75		85.75	5.00	162.93
Total Estimated Parts:							16,535.74

Parts Summary

Item Number	Description	Qty	Unit Price	Discount%	Ext Price
SVL	OVERHUAL ENGINE	60.00	166.00	-5	9,462.00
Total Estimated Labor:					9,462.00

Labor Summary

Item Number	Description	Qty	Unit Price	Discount%	Ext Price
FOP	OUTSIDE PURCHASE	1	1,450.00	-5	1,377.50
Total Estimated Misc:					1,377.50

Misc Summary

Segment 03 Total: 27,375.24

TEST AFTER REPAIR GENERATOR (030 1404)

NOTES:

TEST RUN UNIT ON BUILDING LOAD TO VERIFY REPAIRS

Item Number	Description	Qty	Unit Price	Discount%	Ext Price
FLD	TEST AFTER REPAIR	2.00	181.00	-5	343.90
Total Estimated Labor:					343.90

Labor Summary

Segment 04 Total: 343.90

Total Segments: 36,468.84

ENVIRONMENTAL/MISCELLANEOUS	300.00
SUB TOTAL (BEFORE TAXES)	36,768.84
TOTAL ESTIMATE	36,768.84

I hereby authorize the above repair work to be done along with the necessary materials. Ring Power Corporation and its employees may operate above equipment for purposes of testing. Inspection or delivery at my risk. An expressed mechanics lien is acknowledged on equipment to secure the cost of all repairs thereto. Ring Power Corporation is not responsible for loss or damage to equipment in case of fire, theft, accident, or any other cause beyond our control. Replaced parts will be held for a period of ten days after work completion. The cost of labor and parts in determining any estimate shall be borne by the customer.

PO#: _____ Authorized Name: _____ (signature)

Date: _____ (print)

Thank you for this opportunity to serve your company

CONTACT INFORMATION:

Prepared by: Ernie Vollenweider Phone: +1-321-262-3828 Email: Ernie.Vollenweider@RingPower.Com Fax:

JOB SITE: -

-This estimate is made subject to buyer's acceptance within (10) ten days from this date
-All prices are subject to change without notice, and those in effect on date of shipment shall prevail
-Terms are Net 30 Days from receipt of invoice
-Estimate excludes sales tax, incoming freight, environmental and additional charges for parts/labor not included in the above mentioned.
-Customer will be contacted should estimate exceed 10%

THIS WORK ORDER IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. **AUTHORITY TO PERFORM REPAIRS** - It is understood that, "upon receipt" of any item of equipment for repair, maintenance or other work, Ring Power may examine the item of equipment as to work which Ring Power may suggest to be performed in addition to whatever work, if any, might have been requested by customer. All work (requested by customer or suggested by Ring Power) to be noted on a form as supplied by Ring Power.
 - a. **Time and Material Work** - Ring Power will proceed with the work agreed upon at current labor and parts prices.
 - b. **Firm Price** - If requested, a firm price in writing will be given to the customer for labor and/or parts to do specific repair. Any agreed upon repair order not covered by a firm written quotation will be billed at current time and material prices
 - c. **Unforeseen Problems or Additional Repairs** - In the event that during the course of the Work, additional repair work is found to be necessary pursuant to Ring Power's examination and inspection of the Equipment, then in such event Ring Power will attempt to communicate with the Customer as to the additional repair work; provided, however, that in the event Ring Power is unable to communicate with the Customer, then Ring Power, at its sole discretion, shall have the absolute right to cease any and all repairs on the Equipment until such time as the additional repairs are discussed with the Customer. In the event the Customer consents to the additional repairs, Ring Power shall have the right to proceed with the repair of the same without further communication with the Customer and any and all additional repairs will be charged to the Customer at current time and material prices.
2. **HOLD HARMLESS AGREEMENT FOR CUSTOMER PARTICIPATION IN SERVICE WORK** - In the event customer or customers' personnel assists our mechanics in performing service work, customer agrees to hold harmless and fully indemnify Ring Power for injuries or damages to anyone arising out of customer assisting Ring Power personnel in servicing or repairing customer's equipment.
3. **WARRANTY INFORMATION** - Ring Power warrants the work performed to be free from defects in material and workmanship for a period of ninety days. Ring Power's obligation under this warranty shall be limited to the repair or replacement at Ring Power's premises of those new parts previously installed or labor previously performed demonstrated to be defective. SUCH REMEDY SHALL CONSTITUTE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND CUSTOMER HEREBY AGREES THAT NO OTHER REMEDY (INCLUDING, BUT NOT LIMITED TO CLAIMS FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, OR ANY CAUSE, LOSS, ACTION, CLAIM OR DAMAGE, INCLUDING LOSS OF TIME, WHATSOEVER, OR INJURY TO PERSON OR PROPERTY OR ANY OTHER CONSEQUENTIAL DAMAGE OR INCIDENTAL OR ECONOMIC LOSS) SHALL BE AVAILABLE TO CUSTOMER. THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. STANDARD REPAIR WORK MAY BE PERFORMED UPON REQUEST OF CUSTOMER AND ACCORDING TO CUSTOMER'S INSTRUCTIONS BUT SUCH WORK WILL CARRY ABSOLUTELY NO WARRANTY WHATSOEVER. CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT NO VERBAL CONTRACTS, AGREEMENTS OR WARRANTIES OTHER THAN WHAT IS SET FORTH HEREIN HAVE BEEN RECEIVED OR GIVEN.
4. **PAYMENT** - Customer will make payment for services rendered by Ring Power pursuant to this work order at such times and in such manner as may be prescribed by Ring Power. In the event of nonpayment by a customer, the cost incurred by Ring Power in collecting the indebtedness, including attorney's fees and expenses, both in the trial court and on any and all appeals, with interest at the maximum rate allowed by law from date of expenditure, shall be added to the principal amount of the indebtedness owed to Ring Power. These provisions are not exclusive and Ring Power may elect other remedies at law and at equity.
5. **RISK OF LOSS** - Ring Power carries an Equipment Floater Insurance Policy covering all risk (except war, wear and tear, etc.) for the current value (replacement cost less depreciation) on customer's equipment in Ring Power's custody or control. All risk of loss and damage not covered in above policy shall be borne solely by its owner.
6. **SEVERABILITY CLAUSE** - Any provisions of this Agreement found to be prohibited by law shall be immediately ineffective to the extent of such prohibition without invalidating the rest of this Agreement.
7. **APPLICABLE LAW** - This Agreement shall be deemed to be governed by the laws of the State of Florida.



December 29, 2022

To: All Departments

Subject: Approved use of Sourcewell contract 092222-CAT with Caterpillar Inc.

The Purchasing Division has reviewed Sourcewell contract 092222-CAT to Caterpillar Inc., where Ring Power Corporation is the local authorized reseller, and has confirmed that the terms are acceptable for departmental use through its expiration of November 26, 2026 unless extended.

Sourcewell contract 092222-CAT gives access to the following types of goods and services: CAT diesel generator sets, CAT natural gas generator sets, automatic transfer switches, switchgear, controls, installation, extended service coverage, CAT rental equipment, used equipment, parts, maintenance contracts, CAT finance, and government leases.

The following terms contained in the contract support the terms and conditions required by the City of Cocoa:

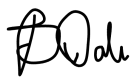
5.A PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada.

6.B ADDITIONAL TERMS AND CONDITIONS. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier.

6.C SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as ecommerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

Through the issuance of a Purchase Order, the City of Cocoa terms and conditions will be recognized and enforced as if included in the original agreement. The Vendor Quote and Purchase Order must clearly reference that pricing is being provided in according with this contract. Vendor must accept the Terms and Conditions issued along with the Purchase Order. Departments are required to obtain any additional documentation such as a COI and e-Verify affidavit when required. If purchase is greater than the City Manager approval authority and/or if the purchase results in a service agreement which is active in more than one fiscal year, the department must also obtain the approval of City Council.

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



Brian Dale
Purchasing Manger
City of Cocoa



Solicitation Number: RFP #092222

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Caterpillar Inc., 5212 N. O'Connor Blvd., Suite 1100, Irving, TX 75039 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Electrical Energy Power Generation Equipment with Related Parts, Supplies, and Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires November 22, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer used, close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily

apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities. Supplier may not enter into a contract with a U.S. Federal Government entity prior to obtaining necessary internal approvals and will not be obligated to provide Equipment, Products, or Services to any U.S. Federal Government entity under this Contract unless separately agreed in writing. Supplier may work with such parties and may agree to provide equipment or services under the Contract on a case-by-case basis.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. **ORDERS AND PAYMENT.** To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. **BUSINESS REVIEWS.** Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited

assignment will be invalid. Provided, however, that Caterpillar is permitted to subcontract certain of its rights and obligations to Caterpillar dealers for performance without Sourcewell's prior written consent.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Intentionally omitted.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds. A Participating Dealer may name a Participating Entity as an additional insured on a case-by-case basis.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier's Participating Dealers must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier's Participating Dealer conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

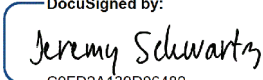
21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Intentionally omitted.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

DocuSigned by:

C0FD2A139D06489...

By: _____

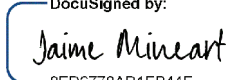
Jeremy Schwartz

Title: Chief Procurement Officer

12/6/2022 | 4:51 PM CST

Date: _____

Caterpillar Inc.

DocuSigned by:

8ED6778AD1EB44E...

By: _____

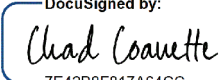
Jaime Mineart

Title: Vice President & General Manager
Retail Electric Power Solutions

12/6/2022 | 6:57 PM PST

Date: _____

Approved:

DocuSigned by:

7E42B8F817A64CC...

By: _____

Chad Coauette

Title: Executive Director/CEO

12/6/2022 | 8:58 PM CST

Date: _____

RFP 092222 - Electrical Energy Power Generation Equipment with Related Parts, Supplies, and Services

Vendor Details

Company Name: Caterpillar
Address: 5205 N O'Connor Blvd
Irving, TX 75039
Contact: Jaime Mineart
Email: Mineart_Jaime_M@cat.com
Phone: 309-208-8238
Fax: 847-212-8020
HST#:

Submission Details

Created On: Thursday August 04, 2022 09:20:25
Submitted On: Thursday September 22, 2022 11:48:50
Submitted By: Jaime Mineart
Email: Mineart_Jaime_M@cat.com
Transaction #: 7d158290-a935-4ffc-acc0-efaa11d1bfb4
Submitter's IP Address: 198.180.154.20

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Caterpillar Inc.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	11083	*
5	Proposer Physical Address:	5212 N O'Connor Blvd Ste. 1100, Irving, TX 75039	*
6	Proposer website address (or addresses):	https://www.caterpillar.com/ , https://www.cat.com/en_US.html	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Authorized Rep: Jaime Mineart Title: Vice President & General Manager, Retail Electric Power Solutions Address: 5212 N O'Connor Blvd Ste. 1100, Irving, TX 75039 Email: Mineart_Jaime_M@cat.com Phone: (309) 208-8238	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Primary Contact: Nicole Warnstedt Title: Territory Sales Manager Address: 5212 N O'Connor Blvd Ste. 1100, Irving, TX 75039 Email: Warnstedt_nicole_a@cat.com Phone: (847) 212-8020	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Other Contact: Steve Turner Title: Americas Sales Manager, Retail Electric Power Solutions Address: 5212 N O'Connor Blvd Ste. 1100, Irving, TX 75039 Email: Turner_Stephen_M@cat.com Phone: (309) 208-8238	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
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10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Caterpillar was founded in 1925 when two entrepreneurs merged their companies: Holt Manufacturing Company and C.L. Best Tractor Company. The merger was a great success because the ethics of both men were focused on high quality products and the best customer support. The key to this satisfaction is two-fold: build the best products and empower our dealers to offer the best support. Through this combination, we are proud to prove that our products offer the best value to our customers regardless of where they are located. Caterpillar produced its first diesel engine in 1939. In 1953, Caterpillar created a division dedicated to the specific needs of a broad range of diesel engine customers, including power generation. In 2021, the Energy & Transportation segment including all Power Generation divisions contributed more than \$20.2 Billion of revenue globally for Caterpillar Inc. with more than \$7.6 Billion in North America alone. Since the founding, Caterpillar Inc. has retained the culture of focusing on customer needs and supporting products after the sale. Our company culture is keenly focused on customer satisfaction and every employee realizes that a customer's experience using the product will determine whether he or she will purchase another one. Caterpillar has a robust Code of Conduct that can be found at Caterpillar Code of Conduct Caterpillar Values in Action. Here is a quote from Jim Umpleby, Caterpillar Chief Executive Officer, summarizing this code and its significance in Caterpillar culture. "We are proud that the people on our team come from across the globe, with diverse backgrounds, experiences, and perspectives. This diverse culture and character make us stronger. What unites us within this diversity is a common set of Values; that we are not just accountable for the work we do; we also care deeply about how we do it. Our Code of Conduct defines those Values in action –what we stand for and how we conduct ourselves with our customers, suppliers and one another. Its purpose is not to provide a set of rules that covers every situation or challenge we may face, but to guide us in living those values every day. The Code of Conduct explains what Integrity, Excellence, Teamwork, Commitment and Sustainability mean to us and how we use these Values to make sound, ethical decisions. Our Code of Conduct is one of the most important documents we produce at Caterpillar. We can prove measurable advantages in total owning and operating costs as well as tangible benefits in terms of standard safety features, telematic information sharing, and many training, and application support services offered by our dealers.	*
11	What are your company's expectations in the event of an award?	Caterpillar is honored to have served Sourcewell and its members who have purchased Cat construction equipment, work-tools, and electrical power generation products through Sourcewell since 2008. Furthermore, we are proud to have earned the Sourcewell Legacy Award in 2019. Caterpillar is the top contributor to generator sales in our current Power Generation and Services contract 120617-CAT. Together with the Machine contract, we look forward to the opportunity to further grow business and serve member needs together in this new Power Generation contract. With average 20-30% growth over the past 5 years, we will be dedicated to continuing with this annual growth.	*

12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Maintaining financial strength is a critical priority for Caterpillar. We receive debt ratings from the major credit rating agencies. Caterpillar is "mid-A" rated by S&P and Fitch and has a "low-A" rating with a positive outlook from Moody's. Maintaining our "mid-A" credit rating is critical to our cash deployment priorities. Due to our prudent focus on financial strength, on a comparative basis Caterpillar has generally demonstrated higher profitability, lower leverage, and better liquidity than our competitor peer group. Our liquidity position is extremely strong with typically the highest percentage of cash as a percent of total assets on the balance sheet vs our competitors. Please see 2021 Investor Presentation which provides additional details about our financial position. The full text of the SEC filing documents can be found on our public website: https://investors.caterpillar.com/financials/sec-filings/default.aspx. In 2021 full year sales and revenues were \$50.971B. Enterprise operating cash Flow was \$7.2B. During the year, the company paid dividends of \$2.33B and repurchased \$2.67B of Caterpillar common stock. Liquidity remained strong with an enterprise cash balance of \$9.25B at the end of 2021. After paying uninterrupted rising annual dividends for more than two decades, Caterpillar, Inc. (NYSE:CAT) reached the 27th consecutive year mark for inclusion in the elite group of companies designated as Dividend Aristocrats. In addition to a minimum of 25 consecutive years of dividend hikes, a company must be a component of the S&P 500 index and must have a market capitalization of at least \$3B to qualify as a Dividend Aristocrat.	*
13	What is your US market share for the solutions that you are proposing?	Market share information beyond what is made publicly available through our annual reports is considered confidential. Market share data is not readily available within the industry. There are not many manufacturers offering products for the US and Canada that meet the required regulations. Caterpillar is a significant contributor to the overall Power Generation sector within the US and Canada.	*
14	What is your Canadian market share for the solutions that you are proposing?	Market share information beyond what is made publicly available through our annual reports is considered confidential. Market share data is not readily available within the industry. There are not many manufacturers offering products for the US and Canada that meet the required regulations. Caterpillar is a significant contributor to the overall Power Generation sector within the US and Canada.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, Caterpillar has never filed for bankruptcy.	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Caterpillar is a world class manufacturer which distributes products through a vast and capable dealer network. Our dealers are strong independent companies and in North America alone they have a combined net worth of billions of dollars. Their large valuation is a competitive advantage because it allows them to have the infrastructure to support customers regardless of location, industry, fleet size, or application. We believe our dealers have the largest amount of service parts available in their inventory. Another advantage of independently owned dealers is that they know their customers and market well. They tailor their services specifically to their customers' needs. Caterpillar and each dealer have signed a sales and service agreement that outlines the specific expectations from both parties. In a broad overview, Caterpillar manufactures products and sells them to our dealers. The dealers then sell those products to customers. Caterpillar does not sell directly to state and local governments. Though we will sign this contract as a manufacturer, our dealers will be given the opportunity to avail themselves of the opportunity presented by the contract and will execute all the transactions with governmental customers as they do today. This includes but is not limited to consultation, quoting, accepting payment, delivery, warranty support, parts sales, and service. This is no different than sales occurring out the terms of this agreement. Caterpillar dealers heartily embrace the other Sourcewell contracts currently available to them (032119-CAT, 120617-CAT and 062320-CAT). They have all been trained on contract usage. In fact, the current Electric Power contract is leveraged by at least 75% of our dealers in North America. Caterpillar offers specific discounts to Sourcewell members. By using any Sourcewell Contract, our dealers agree to honor those discounts.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Caterpillar and its subsidiaries operate across the globe in a variety of markets that require Caterpillar to adhere to all locally mandated laws and regulations in order to do business. With regards to the territories covered by this RFP, Caterpillar will comply with applicable laws in order to do business in the territories described herein.	*

18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Caterpillar has not been suspended or disbarred in trading history.	*
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Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	Please note: To list all the awards received in the past 5 years would unnecessarily lengthen our response. For brevity, we are highlighting some recognition received in 2020, 2021 and 2022. Also note there are many global awards. Fortune Magazine #78 on the Fortune 500 2021 Fortune Magazine World's Most Admired Companies World & North America Dow Jones Sustainability Index Forbes Best Employers for diversity 2020 and 2021 #82 Best Global Brands- Interbrand 2021 The Wall Street Journal Best Managed Companies in 2020 and 2021 The Wall Street Journal World's Most Sustainably Managed Companies Human Rights Campaign Foundation Corporate Equality Index Dow Jones Sustainability Index (World and North America) 21 years World's Most Sustainably Managed Companies – The Wall Street Journal United Way World Wide's Global Corporate Leadership Program U.S. President's Volunteer Service Award from Junior Achievement Corporate Equality Index – Human Rights Campaign Foundation CSR China Top 100 – the 4th CSR China Education Award (China) China CSR Excellence Award – China Philanthropy Times (China) Corporate Social Responsibility Research Center of Southern Weekly (China) Outstanding Contribution to Poverty Alleviation – China Foundation for Poverty Alleviation (China) 2020 Global 500 – Fortune Magazine America's Most Responsible Companies 2020, 2021 & 2022 – Newsweek Best-Managed Companies of 2020 & 2021 – The Wall Street Journal Top Companies for Customer Satisfaction – The Wall Street Journal The CEO Leaderboard: COVID-19 Reputation Rankings – SJR All-America Executive Team – Institutional Investor Top 150 Global Licensors – Global License Best Global Brands Top 100 – Interbrand World's Most Valuable Brands 2020 – Forbes 2020 Best Places to Work for Disability Inclusion – Disability Equality Index World's Best Employers 2020 – Forbes Best Employers for Women 2020 – Forbes America's Best Employers by State 2020 – Forbes America's Best Employers for Diversity 2020 – Forbes Best Employers for New Grads 2020 – Forbes Global 2000 – Forbes 2020, 2021 & 2022 Best Employers for Veterans 2020 and 2021– Forbes Top Veteran-Friendly Company – U.S. Veterans Magazine #1 Great Place to Work – Great Place to Work Institute (Brazil) #1 Great Place to Work in the Ag Business - Great Place to Work Institute (Brazil) Chile's 20 Best Places in 2020 to Work for LGBTQ Equality, pwc Human Rights Campaign Top of Mind Company "Industry category" (Piracicaba, Brazil) Certification on Promoting Work-Life Balance in Hyogo Prefecture – Hyogo Work and Life Center (Japan) Hyogo's Women's Success in Business Promotion Company – Hyogo Women Empowerment & Promotion Center (Japan) Hanada Award for WIN Akashi – Hyogo Women and Future Association (Japan) Hyogo Childcare Supporting Company Award (Japan) Science & Technology Industry Summit: Outstanding Contribution – The Economic Observer (China) 2020 China Good Companies: Industry Leadership – Jiemian.com (China) Cat® G3520 Fast-Response, Natural Gas Generator Set Earns Gold Award in Consulting-Specifying Engineer's 2021 Product of the Year Competition	*
20	What percentage of your sales are to the governmental sector in the past three years	The governmental and educational sector is extremely important to Caterpillar. We do not track government and education separately. However, it is safe to assume that the bulk of these sales is to state, county, municipal and special districts. We have a dedicated team to ensure success in this market. Overall, the percentage of our sales to non-federal government agencies varies between 7% and 15%.	*

21	What percentage of your sales are to the education sector in the past three years	The governmental and educational sector is extremely important to Caterpillar. We do not track government and education separately. However, it is safe to assume that the bulk of these sales is to state, county, municipal and special districts. We have a dedicated team to ensure success in this market. Overall, the percentage of our sales to non-federal government agencies varies between 7% and 15%.	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Cat dealers typically hold contracts with states and provinces. Additionally, we are contract holders with OMNIA. Just as we would never share Sourcewell transaction information with other cooperatives, we feel it is inappropriate to share volumes with those contracts.	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Listed below are the current Power Generation GSA contracts that Caterpillar holds: SIN 335999 Power Distribution Equipment: 2020=\$736,134 2021=\$1,353,905 2022 = as of today \$285,951 Contract Number: GS07F5666R (Future sales will be under new contract: GS30F0018U)	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Ogden	Monica Kapp	801-430-2308	*
United Water Conservation District	Chris Hendricks	805-415-1554	*
Renewable Water Resources	Brent Rhymer	864-299-4000	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
City of Charlotte	Government	North Carolina - NC	A city local to North Carolina	Purchased 16 units (specific to EP products)	\$2,545,112	*
Manatee County	Government	Florida - FL	A county local to Florida	Purchased 9 units (specific to EP products)	\$1,463,479	*
Bonita Springs Utilities	Government	Florida - FL	A city local to Florida	Purchased 2 units (specific to EP products)	\$1,388,444	*
University of Florida	Government	Florida - FL	College in Gainesville, Florida	Purchased 3 units (specific to EP products)	\$1,199,583	*
City of Raleigh Public Utilities	Government	North Carolina - NC	Water and sanitary sewer services	Purchased one unit (specific to EP products)	\$1,034,177	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
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26	Sales force.	The Cat dealer salesforce is the most capable and highly trained in the industry. The Cat dealer salespeople are consultants to their customers and advise their customers on the best solutions for their application and job. As a manufacturer we request our dealers to follow strict training protocols to ensure our sales force remains current on all product updates. Specifically, as it relates to governmental sales, each dealer has one or more people named to be a key liaison between us as manufacturer and their dealer sales team. This person is offered additional in-depth training on Sourcewell and ensures that all contract terms are followed. In addition, dealers also have electric power specialists located in house to work with customers on all aspects of their power generation business. In North America, our dealers employ more than 53,000 people across the machine, energy, parts and service divisions. The dealer sales teams are supported by a network of Caterpillar professionals. Each dealer has in territory support of 5-8 Caterpillar sales/marketing employees. It is the responsibility of these people to ensure that the dealer and Caterpillar are working well together to constantly improve and to adapt to marketplace changes. Beyond the territory experts, the sales and marketing department at Caterpillar is staffed by more than 600 people whose mission is to focus on customer satisfaction. Even more are employed "behind-the-scenes" to ensure industry leading product design, up to date product information, and maintaining the ease of doing business in an increasingly connected marketplace.
27	Dealer network or other distribution methods.	The Cat dealer network is key to the success of our company. Within Canada and the United States, we have more than 800 dealer owned locations that sell and rent equipment. Please refer to our directory listing of Cat dealer locations and locations map in the attached "Cat Dealer Directory". Cat dealers are independently owned and many cover an entire state or province. In some cases, dealers cross state/provincial boundaries, and in other cases, more than one dealer will be located in a state). Each dealer has multiple branches and a mobile service fleet that can serve customers regardless of location. These are full physical locations our governmental customers can use. Because of the size of Cat dealers, they are exceptionally capable to serve governmental customers and customers in the governmental industry. Dealers have trained specialists that cover many industries. Many of our dealer sales reps sell more than 50% of their sales through Sourcewell. To support these dealers and specialists in the field, Caterpillar has an electric power division with 30+ dedicated electric power territory managers dedicated to training and focused on the electric power industry. To help with Sourcewell sales, we have a dedicated sales rep, Nicole Warnstedt, who is expert on co-operative purchasing for the power generation group as well as an intern to assist with day to day tasks. Caterpillar also pulls together the electric power specialists into a Dealer Advisory group to have a continuous feedback loop on industry trends and to collaborate on future new product introductions. Collectively, Cat dealers' large net worth permits them to stock a high volume of replacement parts - allowing governmental customers the fastest turnaround on parts availability and repair time. Cat dealers recognize the importance of governmental business to their overall success and their product support sales reps are well versed in working with government entities. Please refer to the Cat dealer locations list and map included in "Additional Documents".

28	Service force.	At Caterpillar we are very proud of the saying "The sales department sells the first machine; the service department sells every one after that." The Cat dealer network in North America collectively employs more than 20,000 factory trained technicians, parts experts, product support managers and other service-oriented staff. These people are supported by the best repair shop equipment and materials. As machines and engines are constantly updated, so too are our service experts. We conduct product-specific training every week of the year. Technician shortage is an industry-wide concern, but because Cat dealers are large, long established companies, they can offer strong compensation and benefit packages that encourage the best people to seek employment and to retain them once hired. Caterpillar works very closely with dealers and through a program called "Think Big", we are able to keep the pipeline of high quality employees full. In addition to the technicians and mechanics that work on the generators directly, each dealer has a service support staff that includes customer-facing consultants who are responsible for working with customers to set up maintenance and repair schedules to ensure the best possible up-time. Collectively, service support staff makes up the bulk of each dealers' staff. Roughly half of their personnel investment goes to ensuring customer success via product support. The dealer service teams are supported by a network of Caterpillar professionals. Each dealer has in territory support of 5-8 Caterpillar parts/service employees. It is the responsibility of these people to ensure that the dealer and Caterpillar are working well together to constantly improve and to adapt to marketplace changes. Beyond the territory experts, the service and support groups at Caterpillar are staffed by thousands of people whose mission is to focus on post-sale customer satisfaction. Even more are employed "behind-the-scenes" to ensure technical literature is up to date, service standards are adhere to and repair questions are answered quickly. Historically, we have exceeded our 95% 2-hour response rate target in responding to dealer service inquiries.
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Our simple order process has been and will continue to be well appreciated by Sourcewell and Sourcewell members: 1) When a member decides to purchase a new Cat Generator, they include the contract number and their Sourcewell member number on the Purchase Order they issue to the Cat dealer. 2) The Cat dealer then accepts the PO, issues the invoice, accepts payment and delivers the generator. 3) After the generator has been delivered, the dealer, as part of their normal process, includes the member number when filing their sales claims with Caterpillar. 4) At month end, Caterpillar aggregates these reports and sends the sales information quarterly to Sourcewell along with the administrative fee. IMPORTANT NOTE: Should a member wish to include additional terms and conditions to this contract, or to otherwise request a Participating Addendum, that agreement / PA should be executed between the member and Cat dealer directly.

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	We are proud that our reputation stands on having the best customer support in the industry. In fact, our capabilities are industry leading. Should a customer ever have a problem or issue with a generator, their Cat dealer is empowered to resolve that issue locally. If the problem is a result of a defect in material or workmanship, Caterpillar has a standard warranty to address. Every Cat dealer has a common detailed service process in place. Caterpillar supports and verifies that all the dealer service technicians are supplied with the tools and equipment needed to repair all Cat products. With an abundance of Caterpillar Network service locations (over 468 locations) including an estimated sales and service team of 53,000, 8,000 service bays, and 8,500 field service trucks, our highly skilled/trained Caterpillar dealer technicians are in close proximity to Sourcewell customers within the US and Canada. The Caterpillar network provides unmatched service capabilities to meet customer servicing requirements. Technicians have access to an electronic library of technical information including Service Letters, Technical Information Bulletins, System Operations, Troubleshooting and Disassembly and Assembly manuals. These manuals are provided for every Cat product. Each dealer also has one or more "Technical Communicators" who are dedicated to supporting the service technicians by acting as a liaison between the shop personnel and Caterpillar. The service technicians also have a dealer support network (DSN) system with direct access to Caterpillar's Service Engineers. Caterpillar responds to more than 95% of all high priority tickets within one hour. Depending on a customer's needs, they may choose to handle service issues themselves, in conjunction with their dealer, or they may ask their dealer to handle them entirely. To meet the varying desires of each customer, Caterpillar offers a wide range of service programs: -Cat Inspect -Condition Monitoring -Customer Support Agreements -S-O-S Services (fluid analysis)	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	We are happy to serve all geographic areas and all Sourcewell member sectors with in the United States with our complete product and service offerings. Caterpillar has successfully utilized Sourcewell to sell generators in all states.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We are happy to serve all geographic areas and all Sourcewell member sectors within Canada with our complete product and service offerings. In fact, we see the Canadian market as a significant growth opportunity for Sourcewell use and are actively encouraging its use. Caterpillar currently has Canada Sourcewell growth in our Canada Dealer's 2023 Growth Plans. We have gained momentum with our current contract 120617-CAT in Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We are happy to serve all geographic areas of the United States and Canada.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	We are happy to serve all Sourcewell Member sectors within the United States and Canada with our complete product and service offering through Sourcewell. Caterpillar's cooperative purchasing contracts are non-exclusive; i.e. none of them restrict Caterpillar from promoting any other cooperative purchasing contracts.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no restrictions or limitations for sales to members in Hawaii, Alaska or U.S. Territories.	*

Table 7: Marketing Plan

Line Item	Question	Response *
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36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Caterpillar is committed to cooperating with Sourcewell to fully and continually train our 53,000+ management and sales staff within the dealer network to ensure maximum awareness and embracement of our Sourcewell contract. To show our commitment, we have engaged to deploy the proven ability of the Government Solutions Team, LLC (GST) of Lebanon, Tennessee to train and further support our sales management and dealer network in the event of a contract award in this RFP process. GST's extensive knowledge and understanding of the Sourcewell statutes, history and processes will be our continual priority in the support and education of our distribution channel. GST builds Sourcewell awareness and enthusiasm within our dealer network. Consistent remote and on-site dealer training at regional and national dealer meetings will continue to lead to exemplary sales growth of our proposed Sourcewell contract. GST also staffs a Dealer Support Specialist who is dedicated to assisting sales reps with their questions and needs. Caterpillar is also listed as a strategic supplier partner for National Cooperative Purchasing Partners (NCPP), the professional association for cooperative procurement. Documentation and training regarding Sourcewell projects are available on our internal dealer website. Caterpillar also does onsite and virtual training for dealers to educate and drive Sourcewell growth. Our current marketing strategy with Sourcewell contract 120617-CAT proves to be effective with year-over-year sales growth. Since inception of Caterpillar's Sourcewell contracts, 3,015 Caterpillar generators have been sold leveraging the Sourcewell contract. Should we be fortunate enough to be awarded a contract for Energy Generation in response to RFP #092222, we will proudly announce the award publicly through our multiple customer-facing touchpoints to include but not limited to: 1) Press Release 2) Announcement in monthly Electric Power customer e-newsletter: 3) Feature on cat.com cooperative purchasing focused webpage: https://www.cat.com/en_US/articles/electric-power/sourcewell-cooperative-purchasing.html 4) Announcement on Cat Electric Power social media channels (FB, LinkedIn, Twitter) 5) Sourcewell promotion at industry events we attend where the audience includes non-profits and government within the SLED market including schools, landfill, and water/sewer treatment applications. Examples of 2022 events where GST representatives attended in support of Caterpillar and Sourcewell included American Public Works Association (PWX), Wastecon, WasteExpo, Water Environment Federation's Technical Exhibition and Conference (WEFTEC), Government Fleet Expo (GFX), National Institute of Government Procurement (NIGP), California Association of Public Procurement Officials (CAPPO), National Association of County Engineers (NACE) and American Public Works Association (APWA) Snow Conference. 6) Update promotional literature 7) Dealer awareness promotional events
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Caterpillar and the Cat dealer network are leaders in using emerging technologies to reach our customers. We manage several social media platforms and can target governmental segments. We also look at past purchase history and financing information to recognize in advance when customers may be considering replacing machines they own. Caterpillar has teams of people who handle leads from Cat.com to grow and enhance online presence. Cat Electric Power has an online portal that has ability for customers to size a unit and view inventory. Our dealers have resources for lead generation from third party databases to understand which opportunities are coming in the governmental and non-profit section. Our dealers utilize these resources plus Caterpillar Inc. resources to focus and drive and understand pipeline of opportunity that we can promote the Sourcewell solution through.
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Sourcewell is a well-respected contracting agency within the public procurement industry. It is important, in the event of an award, that our products and logos be included in Sourcewell marketing and website. We believe that the most important role that Sourcewell can play in marketing our contract and products, is to market themselves and promote contract purchasing across the industry. In the event of an award, Caterpillar will put high priority in building awareness and enthusiasm within our dealer network and customer base to leverage the Sourcewell contract as our go to market strategy.

39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	We do offer a e-procurement ordering process for parts via parts.cat.com. We can also integrate into a variety of procurement systems for high volume customers. We enable customers to size and configure our less complex products, view available inventory, and engage dealers online at power.cat.com. Our larger products are complex and often custom-configured. A consultative salesperson is integral to ensuring that generator sets are configured and built to perform well in their expected duties. For this reason, we only include our less complex products online. We encourage our independent dealers to offer options beyond those from Caterpillar. Sourcewell members are free to use those options.	*
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Table 8: Value-Added Attributes

Line Item	Question	Response *	
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	All dealers offer basic operation, safety, and maintenance training with every sale. All Caterpillar operation and maintenance manuals provided with our equipment have instructions for safe operation of our equipment. Should a customer desire more advanced training, such as productivity improvement or advanced repairs, each of our dealers can supply that training. Often there is a cost associated with that specific training and if would be negotiated between the dealer and the customer. Caterpillar also offers training programs directly to customers in three areas - operation, safety, and service. Members may access courses online, via CD's, or through instructor-led classes leading to operator certifications. The fees for these services vary depending on the depth of training desired. These high-level instruct-led courses can be conducted at one of our dedicated training facilities in the US or on a customer's local site using their own equipment.	*

41	Describe any technological advances that your proposed products or services offer.	Technology is a key product differentiator for Caterpillar. To describe each of them in detail would expand the length of this response beyond a reasonable level. For brevity, key technologies specific to products in this RFP are listed below. More details are available on our product pages on www.cat.com. 1. Cat Remote Asset Monitoring and telematics are available on every generator. Generators smaller than C32 come equipped with Product Link devices which allow ease of setup for monitoring. This allows customers and dealers to monitor generator health and operation with the intent of early issue detection. Through our proprietary fleet monitoring software, we are leaders in using technology to prevent unexpected downtime. 2. Caterpillar has invested in controller technology for generators, offering our EMCP 4.4 control panel for most generator offerings. This controller has an easy-to-use interface and allows for paralleling of multiple units, creating redundancies and allowing customers even more protection against outages. 3. Caterpillar equips every Tier 4 Interim/Stage IIIB engine with ACERT™ technology with an ideal combination of electronic, fuel, air and aftertreatment components, based on engine size, the type of application and the geographic location in which it will work. Applying technologies systematically and strategically optimizes them to meet our customers' high expectations for productivity, fuel efficiency, reliability, and service life. The right technology fine-tuned for the right application results in improved fuel efficiency, boosted power and performance across applications, no additional space requirements, and reduced emissions with up to 90 percent reduction in particulate matter (pm) and 50 percent reduction in oxides of nitrogen (NOx). 4. As the global climate changes, more companies are turning to sustainable solutions to help lower their carbon footprint. Renewable hydrogen and hydrogen blends are among several alternative fuels customers are considering achieving their sustainability goals. Leveraging 35 years of expertise in hydrogen technologies across multiple end markets, Caterpillar continues to improve the performance of hydrogen-fueled power technologies with minimal impacts on maintenance costs and schedules, availability, and operations. 5. Caterpillar offers a full range of Cat® Microgrid projects from 10kW to 100MW through our global dealer network. The projects would include an integrated or standalone solution using solar, energy storage and/or diesel/gas generator sets. We can also offer monitoring services for our projects. The solutions are all module and scalable. Our CAT dealers can offer product upgrades, financing services, warranties, service agreements, and parts availability. We will customize our microgrid technologies to meet your business and industry needs. 6. In 2022, Caterpillar acquired Tangent Energy Solutions, an Energy-as-a-service company. Tangent provides customers with turnkey solutions for reducing energy costs, increasing energy efficiency, reducing emissions, monetizing electric grid support and providing resiliency for customer operations. Tangent Energy's proprietary software solutions monitor patterns from grid and client facilities, analyze opportunities in energy markets, and then dispatch resources to maximize return without disrupting normal business operations.
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	At Caterpillar, sustainability is an important commitment to building a better world. Sustainability is part of who we are and what we do every day - it is one of Caterpillar's core values. We recognize progress involves a balance of environmental stewardship, social responsibility, and economic growth. We consider this as we work toward a vision of a world in which people's basic needs - such as shelter, clean water, education, and reliable energy - are fulfilled. We provide work environments, products, services, and solutions that make productive and efficient use of resources as we strive to achieve our vision. We believe this commitment supports the enduring success of our customers, stockholders, dealers, and our people. Caterpillar is a proud 20-year member of the Dow Jones Sustainability Indices, including both the World and North America Indices. The annuals DJSI process follows a best-in-class approach, evaluating numerous corporate economic, environmental, and social performance factors. For more on sustainability at Caterpillar, please visit our 2021 Sustainability Report found at Caterpillar 2021 Sustainability Report. Caterpillar has recently acquired Tangent Energy Solutions. Tangent is an energy-as-a-service company that provides expertise to customers in structuring and developing projects that monetize their power generation assets. This capability increases a customer's financial rationale for new installations and, at the same time, increases power reliability and supports their ESG (Environmental, Social and Governance) initiatives. This investment increases our ability to participate in the growing utility sector and sell more electric power products. Electrification and Decarbonization are major growing trends in our energy space. Tangent can help with the reliability of power that customers are looking for while simplifying the power systems as we move forward through this Energy Transition

43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Plants certified with ISO 14001:2004 Environmental Management System include: 1) Anchor Coupling - Goldsboro NC, ISO 14001:2004- Sept 2018 2) Anchor Coupling - Menominee - ISO 14001: 2015 - Jan. 2021 3) Mapleton - 14001:2004 self-certification issued Jan 2013 4) Reman Services - Corinth MS - ISO 14001-2015- Sept. 2021 5) Reman Services - Franklin - ISO 14001:2004-May 2017 Certifications specific to EP product manufacturing: 1) Lafayette, IN – ISO 9001: 2015- Nov 2020 2) Griffin, GA – ISO 9001:2015 – Feb 2021 3) Seguin, TX- ISO 9001:2015	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Two CAT dealers in NA are owned by women: Foley Equipment, with territory primarily in Kansas and Missouri; and Cashman Equipment based in Nevada. In addition to these two owners, there are 31 other women in our NA dealer network who hold the titles of President, Vice President or Director. One of the more recognized initiatives within Caterpillar's Global Supply Network Division is the Caterpillar Inc. Proprietary Information Supplier Diversity Program which spurs economic growth by increasing business opportunities to minority-owned, women-owned, veteran and service disabled veteran-owned, small disadvantaged businesses and those certified in HUBZones, all while ensuring expectations are met with regards to quality, velocity, capacity, and cost. Currently more than 37% of our direct and indirect purchasing is conducted with suppliers in these categories. Caterpillar is a proud member of the National Minority Supplier Development Council (NMSDC). We also use the System for Award Management (SAM), SBA, and NMSDC databases to locate SDB, VOSB, SDVOSB and HUBZone suppliers. Supplier Diversity is discussed with Global Supply Network Division leadership during the Monthly Operating Results Review meetings. This in turn forces accountability for divers supplier inclusion by measuring drivers, such as the number of sourcing projects, which include Divers Suppliers and the values of the projects in which they participate. The goal is to create greater transparency to determine which teams are creating inclusive environments and which are not. A full report on Caterpillar Diversity and Inclusion can be found at Caterpillar Caterpillar 2021 Diversity & Inclusion Report Highlights Progress with Growth in Diverse Populations.	*

45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	BEST OVERALL VALUE / LOWEST LIFE CYCLE COST: CAT products deliver the best value for the money. We are happy to demonstrate to customers that our generators offer the lowest overall owning and operating costs when factors such as fuel efficiency, repair frequency, productivity, and resale value are factored in. We believe that government agencies are tasked to be the best stewards of taxpayer funds and our products can prove that they are the best solution. Sourcewell members are in the best position to allow these discussions to take place in contrast to a local bid situation where the focus is often only on initial price. EXTENDED SERVICE COVERAGE To show the value that we place on this proposed contract, we will continue to offer a complimentary Gold and Platinum Extended Service Coverage on most models when purchased through the Sourcewell contract. Details on these offerings can be found in flyers included in Attachments. CAT SAFETY SERVICES / SAFETY FEATURES: In addition to the tangible, measurable aspects of the life cycle cost equation, we also bring our focus on safety to every product that we manufacture. Quantifying a human life or debilitating injury is impossible, but each generator has industry-leading features that strive to minimize the possibility for accidents. Some examples include: - UL2200 Certified – all units include guards over rotating compartments, safety shutdowns and alarms, and grounded wiring installations among many other safety features - Emergency Stop Button - Enclosures are lockable to allow human contact to be avoided - XQ Product has separated control panel to allow a member to not have to go in enclosure to make generator adjustments - XQ also has cover over customer connections and circuit breaker trips when opened. - NFPA 110 – Level 1 Life Safety saves lives of people who are in hospitals, nursing homes, etc. by requiring startup in X seconds. - IBC – certified against earthquakes All certifications on our products are listed here: AS1359, CSA C22.2 No100-04, UL142, UL489, UL869, UL2200, NFPA37, NFPA70, NFPA99, NFPA110, IBC, IEC60034-1, ISO3046, ISO8528, NEMA MG1-22, NEMA MG1-33, 2006/95/EC, 2006/42/EC, 2004/108/EC. Caterpillar Safety Services offers culture, jobsite and leadership assessments; safety and leadership training workshops; and a comprehensive continuous improvement process through consultative services. Services are facilitated by Safety Services consultants and training products can be purchased for self-implementation. Details on products and services are available at www.cat.com/safety. DEALERSHIP ATTRIBUTES: Back up power is a critical asset of many Sourcewell members. Caterpillar dealers bring a unique solution to provide second to none service to our customers. Unlike competitors, our dealers own their own rental fleet and make available as needed. Even with stationary products, we have options to provide back up rentals to best serve Sourcewell's members when emergencies occur. Our vast dealer network with 800 locations is positioned to service both urban and rural areas throughout the US and Canada. PRODUCT ATTRIBUTES: Over the last five years, Caterpillar has invested in a product that is lower capex cost for the public and non-profit industry sector. This new line of generators, our GC models, involved a redesign of 15 of our current generator offerings, which created an average cost reduction of 10-15%. The cost savings is driven by offering fewer options on these models without sacrificing Caterpillar quality.
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Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	Yes. Caterpillar has the most extensive warranty coverage in the industry. We cover all products, parts and labor with fewer exclusions than our competitors. Please see our "EP Warranty Statement SELF5731-01."	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	We are pleased to say that our warranties cover defects in material and workmanship for the time specified in the policy when the equipment is used as per design intent.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Caterpillar warranties cover the cost of replacement parts and the labor to install them. They sometimes cover travel time and mileage. Dealer territories vary considerably from state to state as do their policies about travel time and mileage during the warranty period.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	We have no geography restrictions on warranty repairs. One of our key differentiating strengths is our ability to service equipment regardless of where it is located.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Warranty service for generator ordered from a Caterpillar facility are generally provided by Caterpillar and performed by Cat dealers. Some items, such as battery chargers, are covered under their manufacturers' warranties	*
51	What are your proposed exchange and return programs and policies?	We warrant that upon delivery our products will be free from defects in material and workmanship and will operate as intended. If they are not, we will make any necessary corrections.	*
52	Describe any service contract options for the items included in your proposal.	We have a large variety of service contract options which can all be customized according to customer needs and at least equal to local competition. More solutions are available and we encourage members and dealers to explore all options. Customer Value Agreements (CVA's): A member may choose to enter an agreement with their Cat dealer to perform routine maintenance and/or repairs. These contracts are customizable based on member's situational and local needs, including some standard options as well. For instance, all units under 1250kW have standard parts kits available. Examples of options that can be included in a CVA are: 1. Condition Monitoring 2. Load Bank Testing 3. Extended Service Coverages CVA's are a useful tool for members to better manage their budget. Most CVA's are bundled at the time of purchase; however, they may be added at any time.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Cat dealers are independently owned businesses. As such their payment terms vary, but all will be agreed upon at the PO level.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	Caterpillar's wholly owned subsidiary, Caterpillar Financial offers Sourcewell members leasing and finance products at below market interest rates. The total interest charged is normally less than the total cost of issuing a bond. Often these leasing/financing options may not require voter approval as with bond issuance. These products also let Sourcewell members cancel their contracts without penalty (on the last day of the appropriations period) if funding is not approved for the following year. Lending terms and conditions are transparent to all Sourcewell members upon quotation.	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Cat dealers are independently owned businesses. As such their standard transaction documents will vary.	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Because Cat dealers will be receiving payments directly from members, accepting P-card procurement will be at their discretion. Many dealers do accept this method without additional fees. Some have limitations on the amount that can be processed.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Our pricing model is simple. We offer a deep discount off the current generator list prices to all Sourcewell members. Overall pricing from published list price is discounted up to 40% with an average of 27% overall. Specific discounts apply to each diesel or natural gas platform product line. Services, used products, rental agreements, and microgrid solutions are also included at different discounting levels. We have provided reference pricing in the document entitled "Caterpillar Gen Disc List RFP August 2022."	*
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The discounts are off of the current generator list prices. Our discount ranges varies between 10 - 40% off of the list price depending on the product family.	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	Our dealers are empowered to consider purchase order volume, repeat purchases, member responsiveness, etc. They may offer members additional discounts and /or services at their discretion.	*
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Sourced goods / Open Market Items are available to members from our Cat dealers. The prices for these good or services will represent fair marketing value and will be determined between the member and the selling dealer. We encourage our dealers and members to use this option as it facilitates complimentary products and streamlines the procurement process. Customers and dealers are responsible for including their Sourcewell contract number and member numbers on all documentation related to these purchases. Caterpillar Inc. is not a party to these sales and is exempted from including them in quarterly reports. For audits, inclusion of a customer's Sourcewell member number on the PO and/or invoice shall be deemed sufficient.	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Generators are unique in their requirements, and often require specialized startup/installation which can be determined with the dealer at the PO level. When a dealer issues a quote for a generator, any additional costs will be itemized separately and are not subject to the Sourcewell discount.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	There is no additional cost to members who choose to pick up their generator from the Cat dealer. Freight and delivery charges will be determined and assessed at each project.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Just as for members in the 48 contiguous states, there is no additional cost to members who choose to pick up their generator from their Cat dealer. Freight and delivery charges will be determined and assessed at each project.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Generators are large purchases and if there are unique member requirements our dealers will be happy to discuss on a case by case basis.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	This proposed contract is priced to be our go-to-market strategy across the US and Canada. We have included a complimentary extended warranty for most models when purchased through our proposed Sourcewell contract.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	We plan to continue our very robust process to ensure reporting speed, accuracy, and contract compliance. Caterpillar and our Cat dealers have very close and trusting relationships. Our dealers are long-established, and the current process (under contract #120617-CAT) is working well. The Caterpillar Dealer Network will receive additional discounts from Caterpillar to help reach Sourcewell members purchasing prices per the Sourcewell contract. To qualify for the discounts, the selling Caterpillar Dealer must identify each applicable sale as a Sourcewell sale on their order and they must also fill out a report to the Caterpillar designated Sourcewell custodian, Nicole Warnstedt, including the product order number and Sourcewell member number. Reports are updated and reviewed on a quarterly basis to assist in providing payment to Sourcewell. To ensure correct pricing and auditing, Caterpillar has created a focus program that dealers can use on their quotes. This focus program automatically populates associated discount levels. The Caterpillar designated Sourcewell custodian, Nicole Warnstedt, has and will remain actively involved in the auditing process both with auditing Caterpillar Dealer pricing to Sourcewell members as well as the quarterly administration fee process.	*
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	In the event of an award, we will continue to measure the percentage of sales that are sold through the Sourcewell contract, dealer participation with the contract, total number of gensets sold and program growth year over year.	*
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	We propose an administrative fee to Sourcewell of 1% of transaction price of any new Caterpillar generators sold through this contract. Caterpillar will pay this fee to Sourcewell and not impose related charges to our dealers or members.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Caterpillar is proposing an extensive alternative energy solutions offering including: 1) a full line of diesel and natural gas packaged generator sets from 20 to 4000 kW 2) a line of price point configured diesel generator sets up to 1250 kW and 3) Microgrid solar and battery energy solutions. The following key Caterpillar product categories are included in this response: Stationary Diesel Packaged Generator Sets Stationary Natural Gas Packaged Generator Sets Mobile Diesel Packaged Generator Sets (XQ Products with Trailers) Control Panels Switchgear Automatic Transfer Switches Microgrid Components Leasing and Financing The Caterpillar Dealer Network can also offer custom shop work, installation, “turn-key” solutions, delivery/freight, training, custom enclosures, custom fuel tanks, custom automatic transfer switches, dealer labor, additional/custom parts, engineering, leasing, financing and general contracting labor. To further enhance the Sourcewell members’ product offering, the Caterpillar Dealer Network can also offer an expansive network of used equipment along with rental agreements and maintenance agreements.
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	N/A

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
71	Stationary electrical generation systems, backup or standby generator sets, mobile and ground power units, and trailer mounted generators	☒ Yes ☐ No	N/A
72	Parts and accessories, including enclosures, fuel tanks, automatic transfer switches, paralleling equipment, switch gears, connection boxes, controls, alarm modules, batteries, block heaters, and networking tools	☒ Yes ☐ No	N/A
73	Related services, including design, customization, engineering, commissioning, installation, delivery, maintenance, repair, training and operation, service and maintenance agreements, decommissioning and repurposing, custom shop work, and rental services	☒ Yes ☐ No	N/A

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - Caterpillar Gen Disc List RFP August 2022.xlsx - Tuesday September 20, 2022 15:56:47
 - [Financial Strength and Stability](#) - Financial Strength and Stability.zip - Tuesday September 20, 2022 15:58:41
 - [Marketing Plan/Samples](#) - Marketing Plan.zip - Tuesday September 20, 2022 15:59:03
 - WM8E/M8E/S8E or Related Certificates (optional)
 - [Warranty Information](#) - SELF5743-01_.pdf - Tuesday September 20, 2022 15:57:54
 - [Standard Transaction Document Samples](#) - Standard Transaction Document Samples.zip - Tuesday September 20, 2022 15:59:30
 - [Upload Additional Document](#) - Additional.zip - Tuesday September 20, 2022 15:59:44

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jaime Mineart, Vice President & General Manager, Caterpillar Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_Electrical_Energy_Power_Generation_Equipment_RFP_092222 Fri September 9 2022 09:10 AM	☒	1
Addendum_3_Electrical_Energy_Power_Generation_Equipment_RFP_092222 Tue September 6 2022 02:37 PM	☒	1
Addendum_2_Electrical_Energy_Power_Generation_Equipment_RFP_092222 Wed August 31 2022 07:52 AM	☒	1
Addendum_1_Electrical_Energy_Power_Generation_Equipment_RFP_092222 Wed August 10 2022 11:35 AM	☒	1

Caterpillar Sourcewell Member Discounts

All Discounts listed are for "Standby Ratings only unless otherwise stated".

Note: Due to global supply chain cost increases: 1. All new generators are subject to a commodity surcharge of up to 16%.

List Price Discount	
Stationary Diesel	
C2.2, 60 HZ, 40 - 60 kW Diesel (Reference the "PSNA-EPG-F_C2.2PGABR" Caterpillar Price List)	
D20 - 20 kW	18%
D25 - 25 kW	18%
D30 - 30 kW	18%
C4.4, 60 HZ, 40 - 60 kW Diesel (Reference the "PSNA-EPG-F_C4.4LCABR" Caterpillar Price List)	
D40 - 40 kW	31%
D50 - 50 kW	31%
D60 - 60 kW	31%
C4.4, 60 HZ, 80 - 100 kW Diesel (Reference the "PSNA-EPG-F_C4.4PGABR" Caterpillar Price List)	
D80 - 80 kW	31%
D100 - 100 kW	31%
C4.4 GC, 60 HZ, 200 - 300 kW Diesel (Reference the "C4.4 GCABR" Caterpillar Price List)	
D40 - 40 kW	31%
D50 - 50 kW	31%
D60 - 60 kW	31%
D80 - 80 kW	31%
D100 - 100 kW	31%
C7.1, 60 HZ, 125 - 200 kW Diesel (Reference the "PSNA-EPG-F_C7.1PGABR" Caterpillar Price List)	
D125 - 125 kW	35%
D150 - 150 kW	35%
D175 - 175 kW	35%
D200 - 200 kW	36%
C7.1 GC, 60 HZ, 200 - 300 kW Diesel (Reference the "C9 GCABR" Caterpillar Price List)	
D125 - 125 kW	31%
D150 - 150 kW	31%
D175 - 175 kW	31%
D200 - 200 kW	31%
C9, 60 HZ, 200 - 300 kW Diesel (Reference the "PSNA-EPG-F_C9PGAM" Caterpillar Price List)	
200 kW	33%
250 kW	37%
300 kW	37%
C9 GC, 60 HZ, 200 - 300 kW Diesel (Reference the "C9 GCABR" Caterpillar Price List)	
250 kW	31%
300 kW	31%
C13, 60 HZ, 350 - 400 kW Diesel (Reference the "PSNA-EPG-F_C13PGAM" Caterpillar Price List)	
350 kW	37%
400 kW	37%
C13 GC, 60 HZ, 350 - 400 kW Diesel (Reference the "C13 GCABR" & "C13 GCAM" Caterpillar Price List)	
350 kW	31%
400 kW	31%
C15, 60 HZ, 350 - 500 kW Diesel (Reference the "PSNA-EPG-F_C15PGAM" Caterpillar Price List)	
350 kW	37%
400 kW	37%
450 kW	37%
500 kW	37%
C15 GC, 60 HZ, 350 - 500 kW Diesel (Reference the "C15 GCABR" & "C15 GCAM" Caterpillar Price List)	
350 kW	31%
400 kW	31%
450 kW	31%
500 kW	31%

Caterpillar: Confidential Green

C18, 60 HZ, 550 - 750 kW Diesel (Reference the "PSNA-EPG-F_C18PGAM" Caterpillar Price List)		
550 kW		37%
600 kW		37%
650 kW		33%
700 kW		33%
750 kW		33%
C18 GC, 60 HZ, 550 - 600 kW Diesel (Reference the "C18 GCAM" Caterpillar Price List)		
550 kW		31%
600 kW		31%
C18, 60 HZ, EPA Tier 4f, - 455 KW Diesel (Reference the "PSNA-EPG-F_C18PKAM" Caterpillar Price List)		
455 kW Prime Power		20%
500 kW		20%
C27, 60 HZ, 750 - 800 kW Diesel (Reference the "PSNA-EPG-F_C27PGBG" Caterpillar Price List)		
750 kW		32%
800 kW		32%
C32, 60 HZ, 1000 - 1250 kW Diesel (Reference the "PSNA-EPG-F_C32PGDG" Caterpillar Price List)		
1000 kW		33%
1250 kW		34%
C27 GC, 60 HZ, 800 kW Diesel (Reference the "V12 GCAG" Caterpillar Price List)		
D800 - 800 kW		31%
C32 GC, 60 HZ, 1000-1250 kW Diesel (Reference the "V12 GCAG" Caterpillar Price List)		
D1000 - 1000 kW		31%
D1250 - 1250 kW		31%
3512C, 60 HZ, 1500 - 1750 kW Diesel (EPA Tier 2 & CARB Emissions Certified (Nonroad); EPA Tier 2 Emissions Certified for Stationary Use) (Reference the "PSNA-EPG-F_3512PGFL" Caterpillar Price List)		
1500 kW		36%
1750 kW		34%
3516C/3516E, 60 HZ, 2000 - 3000 kW Diesel (EPA Tier 2 & CARB Emissions Certified (Nonroad); EPA Tier 2 Emissions Certified for Stationary Use) (Reference the "PSNA-EPG-F_3516PGFL" Caterpillar Price List)		
2000 kW		40%
2500 kW		36%
2750 kW		33%
3000 kW		33%
3516C-HD, 60 HZ, 2000 - 2500 kW Diesel (EPA Tier 4) (Reference the "PSNA-EPG-F_3516PGFL" Caterpillar Price List)		
2000 kW		19%
2500 kW		19%
C175-16, 60 HZ, 3000 kW Diesel (EPA Tier 2 for Mobile and Stationary Use) (Reference the "C175-PGAL" Caterpillar Price List)		
3000 kW		29%
C175-16, 60 HZ, 3000 kW Diesel (EPA Tier 4) (Reference the "C175-PGAL" Caterpillar Price List)		
3000 kW		19%
C175-20, 60 HZ, 4000 kW Diesel (EPA Tier 2 for Mobile and Stationary Use) (Reference the "C175-PGAL" Caterpillar Price List)		
4000 kW		24%
Stationary Natural Gas (Select LP Vapor Options with Derates)		
50 - 60 kW Caterpillar Natural Gas (Reference the "PSNA-EPG-F_G80PGAM" Caterpillar Price List)		
DG50 - 50 kW		31%
DG60 - 60 kW		31%
DG80 - 80 kW		31%

100 - 150 kW Caterpillar Natural Gas (Reference the "PSNA-EPG-F_G200PGABR" Caterpillar Price List)	
DG100 - 100 kW	18%
DG125 - 125 kW	18%
DG150 - 150 kW	18%
100 - 150 kW Caterpillar Natural Gas (Reference the "PSNA-EPG-F_G150PGAM" Caterpillar Price List)	
DG100 - 100 kW	35%
DG125 - 125 kW	35%
DG150 - 150 kW	35%
175 - 300 kW Olympian Natural Gas (Reference the "PSNA-EPG-F_GASOLYGN" Caterpillar Price List)	
G175 - 175 kW	26%
G200 - 200 kW	26%
G230 - 230 kW	26%
G250 - 250 kW	26%
G275 - 275 kW	26%
G300 - 300 kW	26%
175 - 300 kW Caterpillar Natural Gas (Reference the "PSNA-EPG-F-G14.2 PGAN" Caterpillar Price List)	
DG175 - 175 kW	26%
DG200 - 200 kW	26%
DG230 - 230 kW	26%
DG250 - 250 kW	26%
DG275 - 275 kW	26%
DG300 - 300 kW	26%
350 - 450 kW Caterpillar Natural Gas (Reference the "PSNA-EPG-F-G21.9 PGAM" Caterpillar Price List)	
DG350 - 350 kW	26%
DG400 - 400 kW	26%
DG450 - 450 kW	26%
CG18, 60 Hz, 350 - 500 kW Caterpillar Natural Gas (Reference the "PSNA-EPG-F-CG18 PGAM" Caterpillar Price List)	
DG350 - 350 kW	23%
DG400 - 400 kW	23%
DG450 - 450 kW	23%
DG500 - 500 kW	23%
G3412, 60 HZ, 375 - 500 kW Natural Gas (Reference the "PSNA-EPG-F_G3412PGG" Caterpillar Price List)	
375 kW	20%
450 kW	20%
500 kW	20%
G3512 60 HZ, 750 - 1000 kW Natural Gas (Reference the "PSNA-EPG-F_G3512NPL" Caterpillar Price List)	
750 kW	18%
1000 kW	18%
G3516 60 HZ, 750 - 1000 kW Natural Gas, Landfill Gas, & Biogas (Ratings Depend on Selection) (Reference the "PSNA-EPG-F_G3516BNPL" Caterpillar Price List)	
All Ratings	18%
G3516C 60 HZ, 1500 kW Natural Gas (Reference the "PSNA-EPG-F_G3516CNPL" Caterpillar Price List)	
1500 kW	18%
G3516H 60 HZ, 1966 kW Natural Gas (Reference the "PSNA-EPG-F_G3516HNPL" Caterpillar Price List)	
1966 kW	17%
G3520H 60 HZ, 2469 kW Natural Gas (Reference the "PSNA-EPG-F_G3520HNPL" Caterpillar Price List)	
2469 kW	17%
G3520C 60 HZ, 1600 - 2055 kW Natural Gas (Reference the "PSNA-EPG-F_G3520CNPL" Caterpillar Price List)	
1600 kW	17%
2055 kW	17%
Caterpillar: Confidential Green	
CG132, CG170, CG260 (custom)	

Due to the customization and plethora of options, it is not feasible to provide a paper price list for these specific generator sets. Each quote is custom for the specific application. However, members will receive a 15% discount off of the configured list price from each member's local dealer.	15%
Mobile Diesel (With Trailers)	
XQ35, 60 HZ, 35 kVA Prime Diesel (EPA Tier 4 Final & CARB Emissions Certified (Non-road)) (Reference the "PSNA-EPG-F_XQ35BM" Caterpillar Price List)	
27 kW Prime Power	23%
30 kW	23%
XQ60, 60 HZ, 59 kVA Prime Diesel (EPA Tier 4 Final & CARB Emissions Certified (Non-road)) (Reference the "PSNA-EPG-F_XQ60BM" Caterpillar Price List)	
48 kW Prime Power	23%
XQ125, 60 HZ, 125 kVA Prime Diesel (EPA Tier 4 Final & CARB Emissions Certified (Non-road)) (Reference the "PSNA-EPG-F_XQ125BM" Caterpillar Price List)	
100 kW Prime Power	23%
110 kW	23%
XQ230, 60 HZ, 230 kVA Prime Diesel (EPA Tier 4 Final & CARB Emissions Certified (Non-road)) (Reference the "PSNA-EPG-F_XQ230BM" Caterpillar Price List)	
182 kW Prime Power	23%
200 kW	23%
XQ425, 60 HZ, 425 kVA Prime Diesel (EPA Tier 4 Final & CARB Emissions Certified (Non-road)) (Reference the "PSNA-EPG-F_XQ425BM" Caterpillar Price List)	
340 kW Prime Power	23%
XQ570, 60 HZ, 570 kVA Prime Diesel (EPA Tier 4 Final & CARB Emissions Certified (Non-road)) (Reference the "PSNA-EPG-F_XQ570BG" Caterpillar Price List)	
455 kW Prime Power	23%
XQ1140, 60 HZ, 570 kVA Prime Diesel (EPA Tier 4 Final & CARB Emissions Certified (Non-road)) (Reference the "PSNA-EPG-F_XQ1140BG" Caterpillar Price List)	
kW Prime Power	23%
Control Panels, Switchgear, Automatic Transfer Switches	
Switchgear (customizable) <i>Due to the customization and plethora of options, it is not feasible to provide a paper price list for Cat switchgear. However, members will receive a 12% discount off of the configured list price from each member's local dealer.</i>	12%
Epic (Reference the "PSNA-EPG-F_CATEPICG" Price List)	
Epic - Master Control Panel	10%
Epic - Generator Control Panel	10%
Epic - Utility Control Panel	10%
Supervisory Control Panel (Reference the "PSNA-EPG-F_CATSCPN" Price List)	
EMCP 4.4 SCP	10%
Hybrid Products (Reference the "PSNA-EPG-F_CATSCPN" Price List)	
All Hybrid Products	22%
ATS (AUTOMATIC TRANSFER SWITCHES) (Reference the "ATS 2022" Price List)	
235 ATS's Available	20%

Caterpillar Sourced Goods & Support Services Multiplier

Sourced Goods & Support Service Provided	Sourcewell Member Pricing
Custom Shop Work	5% off list price / typical sale price if no list price is available
Installation	5% off list price / typical sale price if no list price is available
Engineering Services	5% off list price / typical sale price if no list price is available
Delivery/Freight	5% off list price / typical sale price if no list price is available
Training	5% off list price / typical sale price if no list price is available
Custom Enclosure	5% off list price / typical sale price if no list price is available
Custom Fuel Tank	5% off list price / typical sale price if no list price is available
Custom ATS	5% off list price / typical sale price if no list price is available
Dealer Labor	5% off list price / typical sale price if no list price is available
Additional/Custom Parts	5% off list price / typical sale price if no list price is available
General Contracting Labor	5% off list price / typical sale price if no list price is available
Extended Service Contracts	5% off list price / typical sale price if no list price is available
Maintenance Agreements	5% off list price / typical sale price if no list price is available

Electrical Energy Power Generation with Related Parts, Supplies, and Services.

Caterpillar Used Equipment Multiplier

Every used product will receive the new product family member discount plus at least a 10% discount

Electrical Energy Power Generation with Related Parts, Supplies, and Services.

Caterpillar Rental Agreements Product & Services Multiplier

Sourced Good or Support Service Provided
Rental Agreements

Sourcewell Member Pricing
10% off dealer list price

Electrical Energy Power Generation with Related Parts, Supplies, and Services.

Product Name and Product Description	Unit of Issue	Ancillary Items (Sold Separately)	Microgrid Solution Commercial List Price	Power Analytics Cyber-Secure Network List Price Add (Optional)	40 FT ISO Container List Price Add (Optional)	Quantity of BDPs	Quantity of 20 Foot Containers	Grand Total Commercial List Price <u>with Sourcewell Discount Applied</u> (Incl Optional Items)	Sourcewell Member List Price Discount
PV Panel (Solar Panels)	Due to the customization and plethora of options, it is not feasible to provide a paper price list for these specific components at this time. For pricing and availability, Sourcewell members can contact their local Caterpillar Dealer.								
Time Shift - 60 Hz ES 1.5 MW-hr, 1x 20', Energy, 570 kVA, 1518 kWh, ~127 min	Each	N/A	\$ 1,309,989		N/A	1	1	\$ 1,021,791	22.00%
Time Shift - 60 Hz ES 3.0 MW-hr, 2x 20', Energy, 1000 kVA, 3036 kWh, ~145 min	Each	N/A	\$ 2,263,804		N/A	1	2	\$ 1,765,767	22.00%
Time Shift - 60 Hz ES 3.5 MW-hr, 2x 20', Energy, 1000 kVA, 3542 kWh, ~170 min	Each	N/A	\$ 2,507,909		N/A	1	2	\$ 1,956,169	22.00%
Time Shift - 60 Hz ES 4.0 MW-hr, 2x 20', Energy, 1000 kVA, 4048 kWh, ~194 min	Each	N/A	\$ 2,750,774		N/A	1	2	\$ 2,145,604	22.00%
Time Shift - 60 Hz ES 4.6 MW-hr, 3x 20', Energy, 1000 kVA, 4554 kWh, ~218 min	Each	N/A	\$ 3,257,104		N/A	1	3	\$ 2,540,541	22.00%
Time Shift - 60 Hz ES 5.1 MW-hr, 3x 20', Energy, 1000 kVA, 5060 kWh, ~242 min	Each	N/A	\$ 3,461,724		N/A	1	3	\$ 2,700,145	22.00%
Time Shift - 60 Hz ES 5.6 MW-hr, 3x 20', Energy, 1000 kVA, 5566 kWh, ~267 min	Each	N/A	\$ 3,705,829		N/A	1	3	\$ 2,890,547	22.00%
Time Shift - 60 Hz ES 6.1 MW-hr, 3x 20', Energy, 1000 kVA, 6072 kWh, ~291 min	Each	N/A	\$ 3,948,694		N/A	1	3	\$ 3,079,981	22.00%
Time Shift - 60 Hz ES 6.6 MW-hr, 3x 20', Energy, 1000 kVA, 6578 kWh, ~315 min	Each	N/A	\$ 4,191,559		N/A	1	3	\$ 3,269,416	22.00%
Time Shift - 60 Hz ES 7.1 MW-hr, 4x 20', Energy, 1000 kVA, 7084 kWh, ~340 min	Each	N/A	\$ 4,708,735		N/A	1	4	\$ 3,672,813	22.00%
Time Shift - 60 Hz ES 7.6 MW-hr, 4x 20', Energy, 1000 kVA, 7590 kWh, ~364 min	Each	N/A	\$ 4,903,749		N/A	1	4	\$ 3,824,924	22.00%
Time Shift - 60 Hz ES 8.1 MW-hr, 4x 20', Energy, 1000 kVA, 8096 kWh, ~388 min	Each	N/A	\$ 5,145,374		N/A	1	4	\$ 4,013,392	22.00%
Time Shift - 60 Hz ES 8.6 MW-hr, 4x 20', Energy, 1000 kVA, 8602 kWh, ~412 min	Each	N/A	\$ 5,389,479		N/A	1	4	\$ 4,203,793	22.00%
Time Shift - 60 Hz ES 9.1 MW-hr, 4x 20', Energy, 1000 kVA, 9108 kWh, ~437 min	Each	N/A	\$ 5,632,344		N/A	1	4	\$ 4,393,228	22.00%
Grid Stabilizer - 60 Hz PGS1260, 1x 20', Power, 1000 kVA, 672 kWh, ~32 min	Each	N/A	\$ 990,332		N/A	1	1	\$ 772,459	22.00%
Grid Stabilizer - 60 Hz PGS840, 1x 20', Power, 840 kVA, 448 kWh, ~25 min	Each	N/A	\$ 853,487		N/A	1	1	\$ 665,720	22.00%



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/21/2025

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 NFP Corporate Services (SE), Inc. 1901 Roxborough Rd, Ste 300 Charlotte NC 28211		CONTACT NAME: Carson Fogleman PHONE (A/C, No, Ext): 919-270-3508 FAX (A/C, No): E-MAIL ADDRESS: Carson.fogleman@nfp.com		
INSURED RPC Inc.; Ring Power Corporation 500 World Commerce Pkwy Saint Augustine FL 32092 RINGPOW-01		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Travelers Indemnity Company of Connecticut		25682
		INSURER B: The Charter Oak Fire Insurance Company		25615
		INSURER C: Travelers Property Casualty Company of America		25674
		INSURER D:		
		INSURER E:		
INSURER F:				

COVERAGES**CERTIFICATE NUMBER:** 2142366355**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 ☒ Excess General ☐ Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			HE-EXGL-3P390295-TCT-25	7/1/2025	7/1/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 0 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 Limit is Excess over \$ 3,000,000 SIR
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY ☒ GARAGEKEEPE			HC2E-CAP-3P39026A-TCT-25	7/1/2025	7/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Deductible \$ 3,000,000
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			CUP-3T882545-25-NF	7/1/2025	7/1/2026	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	☒ 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	UB-1R023679-25-NC-T	7/1/2025	7/1/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

City of Cocoa is named as additional insured as respects to general liability as required by written contract, subject to all policy terms, conditions, limitations and exclusions.

CERTIFICATE HOLDER**CANCELLATION**

City of Cocoa
375 N Cocoa Blvd
Cocoa, FL 32922

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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SERVICE

Purchase Order

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

**PURCHASE
ORDER NO.
084298**

P.O. Date : 10/20/2025

VENDOR PHONE : (407)855-6195

VENDOR NUMBER : 7604

VENDOR ADDRESS : RING POWER CORPORATION-
ORLANDO
9901 RINGHAVER DR
ORLANDO, FL 32824

SHIP TO : DYAL WATER PLANT

DYAL WATER PLANT
28400 STATE RD# 520
(E. ORANGE COUNTY)
CHRISTMAS, FL 32709

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

DELIVER BY	REQUISITION #	REQUISITION DATE	CONFIRMED BY
09/30/2026	0000050533	10/03/2025	KCOMBS/JM/4020
FOB	ACCOUNT NUMBER	PROJECT #	BUYER
	42140205364600		CHRISTINE SAVAGE

Item #	Quantity / Unit	Description/Remarks	Unit Cost	Extended Cost
1	30,000.00 SUM	GENERATOR SERVICE REPAIRS AS NEEDED 001 003 The Locations of the generators: Banana River Dyal Industrial Park Viera Well Field Wewahottee Repairs as needed for Twenty-two (22) generators operated by the Dyal Water Treatment Plant. Effective Date December 6th, 2022 through November 22nd, 2026 Utilizing the piggyback contract with Sourcewell RFD#092222	1.0000	30,000.00

TOTAL PURCHASE AMOUNT

\$30,000.00



SERVICE

Purchase Order

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

**PURCHASE
ORDER NO.
084298**

Remit Invoice to:

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

or

Email: AccountsPayable@cocoafl.gov

AUTHORIZED SIGNATURE -


Purchasing/Contracts Manager

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

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

TERMS and CONDITIONS

1. AGREEMENT:

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

2. TIME IS OF THE ESSENCE:

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

3. WARRANTY:

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

4. MODIFICATIONS:

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

5. WAIVER:

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

6. CITY OPTIONS:

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

7. INDEMNIFICATION:

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

8. PATENT INDEMNIFICATION:

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

9. INSPECTION:

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

10. TAXES:

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

11. CONTINGENCIES:

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

12. PRICE PROTECTION:

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

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

13. PACKAGING AND CARTAGE:

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

14. HAZARD:

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

15. QUANTITY:

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

16. ASSIGNMENT:

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

17. CHOICE OF LAW; VENUE:

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

18. PUBLIC RECORDS; RIGHT TO AUDIT RECORDS:

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

19. FISCAL YEAR FUNDING APPROPRIATION:

a) Specified Period.

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

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

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

20. FAILURE TO EXECUTE PURCHASE ORDER:

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

21. INDEPENDENT CONTRACTOR:

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

22. OTHER RELATED AGREEMENTS:

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

23. SOVEREIGN IMMUNITY:

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

24. INSURANCE:

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

25. E-VERIFY:

Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, Seller shall register with and use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all employees hired on and after January 1, 2021. Seller shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement. Seller shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes. Seller shall provide a copy of all subcontractor affidavits to the City upon receipt and shall maintain a copy for the duration of the Agreement. Seller must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Seller stating all employees hired on and after January 1, 2021, have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system. Failure to comply with this provision is a material breach of this Agreement and shall result in the immediate termination of the Agreement without penalty to the City. Seller shall be liable for all costs incurred by the City securing a replacement Agreement, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.

CITY COUNCIL AGENDA ITEM

Memo Date: December 5, 2025
Agenda Date: January 13, 2026
File ID: 2025-1195
Prepared By: Frank Mirabito
Through: Abigail Morgan, Public Works Director
Requested Action: Approve a Budget Transfer in FY26, BAF # 2026-035-T, for the Utility Bills of City Parks for \$200,000.

BACKGROUND:

The new interlocal agreement for the maintenance of Brevard County District 4 Parks transfers the responsibility and cost of FPL Power, City Water, and City Sewer to the City of Cocoa. The transfer of the water and sewer utility accounts to the City took place in early December 2025. The City was not notified of the transfer of the FPL electric accounts until after the beginning of FY26. This budget transfer is moving funding from the District 4 budget in various accounts to the correct account lines to pay the electric utilities for the fiscal year 2026.

These are the parks related to this agenda:

- Anderson Park
- Cocoa Manor Park
- Juny Rios Martinez Park
- Travis Park
- Don "Mo" Stradley Memorial Park
- Gilmore Community Park
- Dr. Joe Lee Smith Community Center & Park
- Provost Park.

PRIORITY AREA CONNECTION:

Organizational Effectiveness

BUDGETARY IMPACT:

Budgeted? Yes

If not budgeted, is amendment / transfer attached? Yes

Source/Use of Funds: Budgeted D4 Park Money, transferred to the correct account.

FROM

<u>Account Number</u>	<u>Amount</u>
001-3560-519.46-00	(\$100,000) PW26D4
001-3560-519.46-02	(\$100,000) PW26D4

TO

<u>Account Number</u>	<u>Amount</u>
001-3520-572.43-00	\$200,000 PW26D4

PREVIOUS ACTION:

Council approved the interlocal agreement with Brevard County Parks & Recreation on July 23, 2024.

RECOMMENDED MOTION:

Approve a Budget Transfer in FY26, BAF # 2026-035-T, for the Utility Bills of City Parks for \$200,000.



City of Cocoa Budget Adjustment Form FY2026- 035-T

Select Adjustment Type: Budget Transfer		Requesting Department #: PW-3520		Date Prepared: 12/12/25	
From Accounts'					
Adjusting Amount	Account Number	Account Name	Current Budget	Adjusted Budget	Project Number
(\$ 100,000)	001-3560-519.46-00	OTHER GEN GOVT SERVICES / REPAIRS & MAINTENANCE		(\$ 100,000)	PW26D4
(\$ 100,000)	001-3560-519.46-02	REPAIRS & MAINTENANCE / REPAIR/MAINT BUILDING		(\$ 100,000)	PW26D4
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
(\$ 200,000) Total					
To Accounts'					
Adjusting Amount	Account Number	Account Name	Current Budget	Adjusted Budget	Project Number
\$ 200,000	001-3520-572.43-00	PARKS AND RECREATION / ELECTRIC/WATER/SEWER		\$ 200,000	PW26D4
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
\$ 200,000 Total					
Reason/Justification for Adjustment:					
The new interlocal agreement for the maintenance of Brevard County District 4 Parks transfers the cost of FPL Power, City Water and City Sewer to the City of Cocoa. The transfer of the utility accounts took place in early December 2025.					
Agenda# 2025-1195					
City Council Approval Needed? Yes: ☒ No: ☐		Date Approved: _____		Resolution #: _____	
~*City Council Approval needed for transfers greater than \$75,000 or transfers between departments/funds. All CRA adjustments must go to their respective boards.					
Abigail Morgan Digitally signed by Abigail Morgan Date: 2025.12.12 08:43:28 -05'00'		Zoie Badalov Digitally signed by Zoie Badalov Date: 2025.12.12 09:18:56 -05'00'			
Requestor's Signature		Finance Approval Signature		Finance Director's Signature	
Abigail Morgan Digitally signed by Abigail Morgan Date: 2025.12.12 08:44:26 -05'00'		Lora Howell Digitally signed by Lora Howell Date: 2025.12.22 08:39:48 -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 8, 2025
Agenda Date: January 13, 2026
File ID: 2025-1203
Prepared By: Zoie Badalov, Senior Budget Analyst
Through: Rebecca Bowman, Finance Director
Requested Action: Approve a resolution amending the FY 2026 Budget with BAF 26-029-A & IFT, to correct the City's contributions to align with the Generally accepted accounting principles.

BACKGROUND:

The City contributes a portion of the Property Tax revenue received to the two community redevelopment agencies (CRA) in the city, the Cocoa CRA, and the Diamond Square CRA. In the adopted Budget, these were recorded as aid to other government agencies, but to better comply with generally accepted accounting principles, it was found more appropriate to record these transactions as an interfund transfer.

The attached adjustment, BAF 26-029-IFT, is the General Fund portion of the transfer, and the portions pertaining to the Cocoa CRA and the Diamond Square CRA will go to their respective boards for approval. Once all three parts are approved, the entry will be adjusted. Going forward, the City will need to budget for this as an interfund transfer.

PRIORITY AREA CONNECTION:

Organizational Effectiveness

BUDGETARY IMPACT:

Budgeted? **Yes/No**

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

BAF 26-029-IFT

Source/Use of Funds

<u>Account Number</u>	<u>Amount</u>
City Council Portion Part 1 of 3	
001-1600-513.81-00	(\$1,387,299)
001-1600-581.91-10	\$1,387,299
001-1600-513.81-00	(\$423,308)
001-1600-581.91-11	\$423,308

Cocoa CRA Portion Part 2 of 3 (meeting date TBD)

110-0000-338.00-00	(\$1,387,299)
110-0000-381.91-01	\$1,387,299

Diamond Square CRA Portion Part 3 of 3 (meeting date TBD)

111-0000-338.00-00	(\$423,308)
111-0000-381.91-01	\$423,308

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Approve a resolution amending the FY 2026 Budget with BAF 26-029-A & IFT, to shore up the TIF revenues received from the County, and correct the City's contributions to align with the Generally accepted accounting principles.



City of Cocoa Budget Adjustment Form FY2026- 029-IFT part 1 of 3

Select Adjustment Type: Interfund Transfer		Requesting Department #: Finance		Date Prepared: 12/9/25	
Revenue Accounts'					
Adjusting Amount	Account Number	Account Name	Current Budget	Adjusted Budget	Project Number
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
\$ 0 Total					
Expense Accounts'					
Adjusting Amount	Account Number	Account Name	Current Budget	Adjusted Budget	Project Number
(\$ 1,387,299)	001-1600-513.81-00	AIDS TO GOVT AGENCY - (CCRA Cocoa TIF)		(\$ 1,387,299)	
\$ 1,387,299	001-1600-581.91-10	INTERFUND TRANSFER / TO COCOA CRA (110)		\$ 1,387,299	
(\$ 423,308)	001-1600-513.81-00	AIDS TO GOVT AGENCY - (DSCRA Cocoa TIF)		(\$ 423,308)	
\$ 423,308	001-1600-581.91-11	INTERFUND TRANSFER / TO DIAMOND SQ (111)		\$ 423,308	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
\$ 0 Total					
Reason/Justification for Adjustment:					
To maintain compliance with the generally accepted accounting principles, the TIF revenue paid to the CRAs from general fund should be recorded as an inter fund transfer instead of aid to other governments. The other two parts of this inter fund transfer will go before their respective authorities.					
Agenda# 2025-1203					
City Council Approval Needed? Yes: ☒ No: ☐		Date Approved: _____		Resolution #: 2026-001	
~*City Council Approval needed for transfers greater than \$75,000 or transfers between departments/funds. All CRA adjustments must go to their respective boards.					
Zoie Badalov Digitally signed by Zoie Badalov Date: 2025.12.09 08:59:45 -05'00'		Zoie Badalov Digitally signed by Zoie Badalov Date: 2025.12.15 13:24:33 -05'00'		Rebecca Bowman Digitally signed by Rebecca Bowman Date: 2025.12.15 10:47:33 -05'00'	
Requestor's Signature		Finance Approval Signature		Finance Director's Signature	
Lora Howell Digitally signed by Lora Howell Date: 2025.12.29 11:03:30 -05'00'		Deputy Finance Director's Signature		City Manager's Signature	
Department Director's Signature					
FINANCE USE ONLY:					
Date Entered: _____		Entered By: _____		Group #: _____	



City of Cocoa Budget Adjustment Form FY2026- 029-IFT part 2 of 3

Select Adjustment Type: Interfund Transfer

Requesting Department #: Finance

Date Prepared: 12/9/25

Revenue Accounts'

Adjusting Amount	Account Number	Account Name	Current Budget	Adjusted Budget	Project Number
(\$ 1,387,299)	110-0000-338.00-00	INTERGOVERNMENTAL REV / SHARED REV LOCAL UNIT		(\$ 1,387,299)	
\$ 1,387,299	110-0000-381.91-01	TRANSFER FROM / GENERAL FUND (001)		\$ 1,387,299	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
\$ 0 Total					

Expense Accounts'

Adjusting Amount	Account Number	Account Name	Current Budget	Adjusted Budget	Project Number
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
\$ 0 Total					

Reason/Justification for Adjustment:

To maintain compliance with the generally accepted accounting principles, the TIF revenue paid to the CRAs from general fund should be recorded as an inter fund transfer instead of aid to other governments. The other two parts of this inter fund transfer will go before their respective authorities.

Agenda 20xx-xxx

City Council Approval Needed? Yes: ☒ No: ☐

Date Approved: _____

Resolution #: 2026-001

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

Zoie Badalov

Digitally signed by Zoie Badalov
Date: 2025.12.09 09:00:12 -05'00'

Requestor's Signature

Zoie Badalov

Digitally signed by Zoie Badalov
Date: 2025.12.31 14:03:08 -05'00'

Finance Approval Signature

Finance Director's Signature

Charlene Neuterman

Digitally signed by Charlene Neuterman
Date: 2025.12.10 08:43:44 -05'00'

Department Director's Signature

Deputy Finance Director's Signature

City Manager's Signature

FINANCE USE ONLY:

Date Entered: _____

Entered By: _____

Group #: _____



City of Cocoa Budget Adjustment Form FY2026- 029-IFT part 3 of 3

Select Adjustment Type: Interfund Transfer

Requesting Department #: Finance

Date Prepared: 12/9/25

Revenue Accounts'

Adjusting Amount	Account Number	Account Name	Current Budget	Adjusted Budget	Project Number
(\$ 423,308)	111-0000-338.00-00	INTERGOVERNMENTAL REV / SHARED REV LOCAL UNIT		(\$ 423,308)	
\$ 423,308	111-0000-381.91-01	TRANSFER FROM / GENERAL FUND (001)		\$ 423,308	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
\$ 0 Total					

Expense Accounts'

Adjusting Amount	Account Number	Account Name	Current Budget	Adjusted Budget	Project Number
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
\$ 0 Total					

Reason/Justification for Adjustment:

To maintain compliance with the generally accepted accounting principles, the TIF revenue paid to the CRAs from general fund should be recorded as an inter fund transfer instead of aid to other governments. The other two parts of this inter fund transfer will go before their respective authorities.

Agenda 20xx-xxx

City Council Approval Needed? Yes: ☒ No: ☐

Date Approved: _____

Resolution #: 2026-001

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

Zoie Badalov
Digitally signed by Zoie Badalov
Date: 2025.12.09 09:00:12 -05'00'
Requestor's Signature

Zoie Badalov
Digitally signed by Zoie Badalov
Date: 2025.12.31 13:59:09 -05'00'
Finance Approval Signature

Finance Director's Signature

Charlene Neuterman
Digitally signed by Charlene Neuterman
Date: 2025.12.10 08:43:44 -05'00'
Department Director's Signature

Deputy Finance Director's Signature

City Manager's Signature

FINANCE USE ONLY:

Date Entered: _____

Entered By: _____

Group #: _____

RESOLUTION NO. 2026-001

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 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, in a Regular meeting assembled on the 13th day of January, 2026.

Michael C. Blake, Mayor

ATTEST:

Monica Arsenault, City Clerk

CITY COUNCIL AGENDA ITEM

Memo Date: December 12, 2025
Agenda Date: January 13, 2026
File ID: 2025-1211
Prepared By: David Veloza
Through: John Walsh, Utilities Director
Requested Action: Approve Task Order 2026-64 with Jacobs Engineering Group (Jacobs) for the Dyal WTP Storage Structure project (Project No. WS24PB) in the amount of \$103,494, and authorize the City Manager to execute the Purchase Order and necessary documents on behalf of the City.

BACKGROUND:

Capital improvements identified at the Claude H. Dyal Water Treatment Plant include the construction of a covered storage structure for heavy vehicles and equipment used by plant staff for operations. This structure will include a pre-engineered metal building with open access to four sides for the parking and storage of vehicles and equipment. This storage structure was designed under previous Task Order 2025-48. This includes determining the building dimensions, which will be approximately 72 feet wide, 40 feet deep, and 16 feet high and location.

This Task Order 2026-64 with Jacobs includes the stormwater permitting and engineering services needed during construction of this storage structure. The permitting services will include submitting a drainage report to the St Johns River Water Management District (SJRWMD) to ensure proper stormwater runoff to include calculations to comply with new Storm Water Environmental Resource Permitting water quality requirements.

Task Order 2026-64 will be completed under RFQ-20-03-COC in accordance with the contract terms of the Agreement for Continuing Engineering Services for Water System awarded to Jacobs Engineering Inc. on February 5, 2020 and as amended under the Second Amendment approved on July 23, 2024.

Staff recommends approval of Task Order 2026-64 with Jacobs Engineering Inc.

PRIORITY AREA CONNECTION:

Investment in Public Infrastructure

BUDGETARY IMPACT:

Budgeted? Yes

Source/Use of Funds

Account Number

Amount

424-4020-536-6307

\$103,494.00 WS24PB

PREVIOUS ACTION:

City Council approved Task Order 2025-48 for initial design process of this project.

RECOMMENDED MOTION:

Approve Task Order 2026-64 with Jacobs Engineering Group (Jacobs) for the Dyal WTP Storage Structure project (Project No. WS24PB) in the amount of \$103,494, and authorize the City Manager to execute the Purchase Order and necessary documents on behalf of the City.

Task Order Request Form

P-Form 2021.09 Revised
07/14/2023

Continuing Engineering Services for the Water System

2026-64

Name of CSA (Continuing Service Agreement)

TASK ORDER NUMBER

Date: 12/12/25 City Bid Number: RFQ-20-COC AMOUNT: \$ 103,494.00

Vendor Name: Jacobs Engineering Group, Inc. Quote/Proposal Number: _____

Dept. Number/Division Name: 424/4055

Project Name: Dyal WTP Storage Structure Project Number: WS24PB

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

This project is the construction of a covered storage structure for heavy vehicles and equipment used by plant staff for operations (WS24PB). This structure will include a pre-engineered metal building with open access to four sides for the parking and storage of vehicles and equipment. This storage structure was designed under previous Task Order 2025-48. This Task Order 2026-64 will have Jacobs Engineering Group Inc. (Jacobs) provide the permitting and engineering services needed during construction of this storage structure. This includes producing a drainage report for the St Johns River Water Management District (SJRWMD).

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)

David Veloza
Digitally signed by David Veloza
Date: 2025.12.12 16:53:19 -05'00'
Requestor

John "Jack" Walsh
Digitally signed by John "Jack" Walsh
Date: 2025.12.15 13:04:43 -05'00'
Department Director

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

Task Order : ☒ Approved ☐ Disapproved Refer to this Task # on all documentation: 2026-64
Council Approval Required: ☒ YES ☐ NO

Reason
Disapproved:

Brian Dale
Digitally signed by Brian Dale
Date: 2025.12.18 17:04:55 -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@cocoafll.org. (Subject Line to read: TO-VENDOR NAME Task # (if previously requested) PRICE-DEPT-DIV.)
- 3) Purchasing assigns Task Order Number and emails link that contains Task Order and all supporting documentation to the Purchasing Manager.
- 4) Purchasing Manager reviews and approves, uploads approved Task Order Form.
- 5) Task Order and all supporting documentation is forwarded to the City Manager for review and approval for Purchases not exceeding \$75K. Approved Task Order by City Manager will be returned back to purchasing@cocoafll.org. If over \$75K, Task Order and all documentation is forwarded back to Requestor who must then initiate an agenda item for City Council Approval. Once approved by City Council the City Clerk will have the Mayor sign both the Task Order Form and the Proposal if applicable and forward copies to purchasing@cocoafll.org.
- 6) Purchasing logs, the Task Order in the database and forwards fully executed Task Order and all supporting documentation back to Requestor.

City of Cocoa

Task Order 2026-64

Dyal WTP Storage Structure – Permitting and Services During Construction

Objective and Background

Under this Task Order, Jacobs Engineering Group Inc. (Jacobs) will provide permitting and engineering services during construction of the Dyal WTP Storage Structure project. The storage structure is a covered area for heavy vehicles and equipment (e.g. front-end loader, utility trucks, grader, etc.) used by plant staff for operations and maintenance. Design of this project was completed under Task Order 2025-48. Services proposed by Jacobs in this Task Order will be performed in accordance with the contract terms of the Agreement for Continuing Engineering Services for Water System awarded by the City of Cocoa (City) on February 5, 2020 and second Amendment on July 23, 2024.

Scope of Work

Task 1 – Permitting Services

Jacobs will prepare and submit an application for an Individual Environmental Resource Permit Modification to the St Johns River Water Management District (SJRWMD) for this project. The permit application will include a drainage report for the proposed storage structure project, information from previous ERP approvals, as well as the following information specifically for the limits of construction for this project:

- A breakdown of the pre-construction pervious and impervious areas compared to the proposed post-construction pervious and impervious areas.
- Calculations to demonstrate compliance with the new SWERP water quality requirements.
- Calculations to quantitatively demonstrate the project will comply with stormwater attenuation requirements.
- Calculations to determine the existing and post construction stormwater nutrient loading into receiving waters as required by the new amendment to the Water Quality Nutrient Removal Performance criteria (Sections 8 and 9, Volume I, AH).
- A narrative description and summary of the project, stormwater impact, and quantitative reduction of off-site stormwater discharge and pollutants (nutrients).

Jacobs will coordinate with SJRWMD staff to help facilitate their review and processing. Jacobs will respond to one request for additional information from SJRWMD.

Jacobs will provide up to 32 hours to support the contractor in obtaining the Orange County Building Department permit, by supplying conformed documents and answering a maximum of one request for additional information from the building department.

Task 1 Deliverables

- Permitting sets will be provided to the permitting agencies per the requirements of each agency.

Task 2 – Services During Construction

Jacobs will provide engineering services to support the City during the construction phase of the Dyal WTP Storage Structure project as described in the subtasks below. Level of effort estimates for this task assume a 6-month construction project (including pre-construction activities) and 12 weeks of onsite construction activities.

Task 2.1 – Construction Observation and Coordination Support Services

Jacobs will perform field observations to review the progress of the work for the purposes of determining general conformance to the design requirements of the construction contract and regulatory permits. Jacobs will provide the City with site visit reports that will include a written report and photographs of observed progress. Jacobs will maintain and log regular communications with the Contractor during the construction. Jacobs will not communicate directly with the Contractor's subcontractors.

Jacobs will provide onsite construction observation services one day per week for the duration of the construction activities, which is assumed to be 12 weeks. Jacobs's observations shall not relieve the Contractor from the responsibility for performing the work in accordance with the contract for construction, and Jacobs shall not assume liability in any respect for the construction of the project. Jacobs shall not be responsible for the health or safety precautions of the Contractor or any other persons at the site except Jacobs's own personnel.

Jacobs will lead the project preconstruction meeting and construction progress meetings and will prepare meeting agendas and summaries for each meeting. It is assumed there will be a total of six, one-hour meetings for the duration of the contract.

Jacobs will review the contractor's applications for payment and compare them with the actual progress of work. Jacobs will review Contractor's progress schedule and progress photos with each application for payment. It is assumed there will be six applications for payment.

Task 2.1 Deliverables

- Construction site visit reports
- Preconstruction meeting agenda and summary
- Construction progress meeting agendas and summaries

Task 2.2 – Submittal Review

Jacobs will review and provide responses to the Contractor's submittals for general conformance with the design documents and general compliance with the requirements of the contract for construction. Jacobs will log and track all submittals. It is assumed that there will be 10 submittals and 10 resubmittals for a total of 20 submittal reviews.

Task 2.2 Deliverables

- Submittal review responses

Task 2.3 – Contractor Clarifications and Changes

When requested, Jacobs will review the Contractor's Requests for Information (RFIs) or clarification of the contract for construction. Jacobs will coordinate such review with the City and issue responses to the request. It is assumed there will be no more than 6 responses to RFIs by Jacobs.

When requested, Jacobs will review Contractor-requested changes to the contract for construction. Jacobs will make recommendations to the City regarding the technical acceptability of the Contractor's request. It is assumed there will be no more than one Contractor-requested changes to the contract.

Jacobs will maintain a RFI and Change Order log for the project.

Task 2.3 Deliverables

- Responses to RFI's from the contractor, if any
- Responses to contractor requested changes, if any

Task 2.4 – Project Closeout and Record Drawings

Jacobs will attend a substantial completion walkthrough and final completion walkthrough with the contractor and the City. Jacobs will prepare a punch list of items requiring completion or correction for the contractor based on the substantial completion walkthrough. Jacobs will review punch list items for completion or correction at the final completion walkthrough and will make recommendations to the City regarding acceptance of the work.

Jacobs will revise the design drawings to reflect available record information provided by the contractor in the form of drawing markups. Jacobs will prepare and submit record drawings to the City.

Jacobs will submit final project documentation to the City including the submittals, RFIs and associated logs.

Task 2.4 Deliverables

- Punchlist and Final approval

- Submittal and RFI Log
- Record drawings.
- Approved shop drawings and all RFIs

Assumptions

1. The City will contract directly with the Contractor and will be actively involved in the construction process to make decisions, provide approvals, perform construction observation, review payment applications, and perform other actions necessary for the completion of the construction.
2. The City will assign a project manager who will be the Jacobs' s main point of contact and will respond within ten business days of the date of each submittal. The City' s project manager will also provide continuous coordination between the different City' s departments (Operations, Management, Engineering, etc.).
3. The City will inform Jacobs' staff of any safety rules, personal protective equipment, safety precautions, restricted areas, hazardous chemicals, and emergency procedures (e. g., alarms, assembly areas, etc.) prior to the site visits.
4. The presence or duties of Jacobs' personnel at a construction site, whether as onsite representatives or otherwise, do not make Jacobs or Jacobs' personnel in any way responsible for those duties that belong to the City and/ or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction Contract Documents and any health or safety precautions required by such construction work.
5. Jacobs will pay the SJRWMD ERP permitting fee up to \$1,000. All other permit fees will be paid by others.
6. It is anticipated that only minor modifications may be required as a result of comments from SJRWMD. Significant changes to the site plan or building location would require unanticipated additional work which is not included in this proposal.
7. The Contractor shall be responsible for permitting with the Orange County Building Department including development and submission of the permit application(s), payment of permit fees, coordination with the permitting agency, completion of permit requirements, and permit approval. Jacobs will support the contractor's formal permit application process to Orange County Building Department.

8. Due to the uncertainty and variability of the permitting efforts, Jacobs makes no warranty regarding the approval of a permit. Our efforts will be directed toward successful completion of the permit application process, with the approval dependent on the respective agencies.
9. No meetings are included with permitting or regulatory agencies.
10. No materials testing or subconsultant services are provided in this Task Order.
11. Cost estimating is not included in the task order.
12. Jacobs will reasonably rely upon the accuracy and completeness of the information and data provided by the City or other third parties without independent verification.
13. Record drawings will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the project was finally constructed. Jacobs is not responsible for any errors or omissions in the information from others that is incorporated into the record drawings.
14. All deliverables will be provided as electronic files in .pdf format.

Schedule

This proposal will remain active to support the specified services throughout the project permitting and construction activities. The SJRWMD permit application will be submitted within 6 weeks after approval of the 90% design package from Task Order 2025-48. The permit approval schedule is dependent on the regulatory agency reviews and is not within Jacobs control.

Services during construction will commence after the City has issued Notice to Proceed to the selected Contractor. Record drawings will be submitted to the City within 6 weeks of receipt of properly documented drawing markups from the Contractor.

Compensation

Compensation for the services authorized under this task order will be provided using the time and materials basis method with budgets between the tasks and expenses being interchangeable as needed. Costs are summarized below by task.

Task	Hours	Fee
Task 1 – Permitting Services	202	\$34,406
Task 2 – Services During Construction	348	\$67,588
Expenses & Subconsultants	N/A	\$1,500
Totals:	550	\$103,494

Levels of effort for tasks are estimates based on the best information available at the time of task order development. As projects scopes are better defined, actual levels of effort required and associated fees might differ and require coordination between Jacobs and the City.

Acceptance

This Task Order shall become part of the Agreement upon execution by both parties.

Approved for City of Cocoa

By: _____

Title: _____

Date: _____

Accepted for Jacobs Engineering Group Inc.

By:  _____

Francois Didier Menard

Title: Vice President _____

Date: 11/21/2025 _____

City of Cocoa

Task Order 2026-64 Dyal WTP Storage Structure Permitting and Services During Construction

Attachment A - Fee Estimate

		Project Manager	Electrical Engineer	Structural Engineer	Civil Engineer	Civil Technician	Civil Engineer	Civil Technician	Architect	Lead Technician	Document Controls	Office Specifications			
		Engineer 6 \$218.00	Engineer 3 \$142.00	Engineer 3 \$142.00	Engineer 7 \$235.00	Technician 4 \$142.00	Engineer 3 \$142.00	Engineer 7 \$235.00	Engineer 7 \$235.00	Engineer 5 \$199.00	Technician 3 \$120.00	Technician 1 \$85.00	Labor Hours	Labor Fee	Expenses
Task 1 - Permtting Services		16	4	4	32	24	96	10	4	8		4			
													Task Subtotals:	202	\$34,406
													Task Fee:	\$35,406	\$1,000
Task 3 - Services during Construction															
Task 3.1	Construction Observation and Coordination	108		4	4				4				120	\$25,992	\$500
Task 3.2	Support Servicess														
Task 3.2	Submittal Review	10	12	12	24				12		40		110	\$18,848	\$0
Task 3.3	Contractor Clarification and Changes	14	8	8	8				8	4			50	\$9,880	\$0
Task 3.4	Closeout and Record Drawings	16	8	8	8				8	12	8		68	\$12,868	\$0
													Task Subtotals:	348	\$67,588
													Task Fee:	68,088	\$500
Summary															
													Total Labor Hours:	550	
													Total Labor Fee:	\$101,994	
													Total Expenses:	\$1,500	
													Total Fee:	\$103,494	

EXHIBIT "A"**Jacobs Engineering Group Rate Schedule**

Classification	Description	Rate
Engineer 9	Principal	\$235
Engineer 8	Senior Reviewer/Consultant	\$235
Engineer 7	Senior Project Manager	\$235
Engineer 6	Senior Professional Engineer/Scientist/Consultant	\$218
Engineer 5	Mid-Level Professional Engineer/Scientist/Consultant/Project Manager	\$199
Engineer 4	Professional Engineer/Scientist/Consultant/Project Manager	\$169
Engineer 3	Junior Professional Engineer/Scientist/Consultant	\$142
Engineer 2	Project Engineer/Scientist/Consultant	\$120
Engineer 1	Junior Project Engineer/Scientist/Consultant	\$110
Engineer 0	Engineering Intern	\$95
Technician 5	Senior Construction Manager/Senior Designer	\$169
Technician 4	Construction Manager/Senior Technician	\$142
Technician 3	Senior Construction Inspector	\$120
Technician 2	Construction Inspector/Technician	\$110
Technician 1	Junior Construction Inspector/Junior Technician	\$85
Technician Aide	Technical Aide	\$80
Office	Office/Project Administration	\$85

Notes:

1. Billing rates for the City of Cocoa are designated for the length of this Agreement from February 2020 through January 2023.
2. These rates do not include other direct expense cost. Reimbursable other direct expenses shall be billed in accordance with the terms of the contract.
3. Billing rate schedule is for time basis work order and the City will be billed based on actual hours by category designated for an individual employee.
4. Jacobs reserves the right to request rate modifications for any future extensions to this agreement. Rate modifications must be established and agreed upon by both parties.
5. All copies, reproduction, subconsultant work, materials or equipment purchased or other direct costs shall be pass-thru cost without any mark-up.
6. Travel is reimbursable at the IRS rate for employees and specialists outside the Orlando office only.

City of Cocoa

Task Order 2026-64

Dyal WTP Storage Structure – Permitting and Services During Construction

Objective and Background

Under this Task Order, Jacobs Engineering Group Inc. (Jacobs) will provide permitting and engineering services during construction of the Dyal WTP Storage Structure project. The storage structure is a covered area for heavy vehicles and equipment (e.g. front-end loader, utility trucks, grader, etc.) used by plant staff for operations and maintenance. Design of this project was completed under Task Order 2025-48. Services proposed by Jacobs in this Task Order will be performed in accordance with the contract terms of the Agreement for Continuing Engineering Services for Water System awarded by the City of Cocoa (City) on February 5, 2020 and second Amendment on July 23, 2024.

Scope of Work

Task 1 – Permitting Services

Jacobs will prepare and submit an application for an Individual Environmental Resource Permit Modification to the St Johns River Water Management District (SJRWMD) for this project. The permit application will include a drainage report for the proposed storage structure project, information from previous ERP approvals, as well as the following information specifically for the limits of construction for this project:

- A breakdown of the pre-construction pervious and impervious areas compared to the proposed post-construction pervious and impervious areas.
- Calculations to demonstrate compliance with the new SWERP water quality requirements.
- Calculations to quantitatively demonstrate the project will comply with stormwater attenuation requirements.
- Calculations to determine the existing and post construction stormwater nutrient loading into receiving waters as required by the new amendment to the Water Quality Nutrient Removal Performance criteria (Sections 8 and 9, Volume I, AH).
- A narrative description and summary of the project, stormwater impact, and quantitative reduction of off-site stormwater discharge and pollutants (nutrients).

Jacobs will coordinate with SJRWMD staff to help facilitate their review and processing. Jacobs will respond to one request for additional information from SJRWMD.

Jacobs will provide up to 32 hours to support the contractor in obtaining the Orange County Building Department permit, by supplying conformed documents and answering a maximum of one request for additional information from the building department.

Task 1 Deliverables

- Permitting sets will be provided to the permitting agencies per the requirements of each agency.

Task 2 – Services During Construction

Jacobs will provide engineering services to support the City during the construction phase of the Dyal WTP Storage Structure project as described in the subtasks below. Level of effort estimates for this task assume a 6-month construction project (including pre-construction activities) and 12 weeks of onsite construction activities.

Task 2.1 – Construction Observation and Coordination Support Services

Jacobs will perform field observations to review the progress of the work for the purposes of determining general conformance to the design requirements of the construction contract and regulatory permits. Jacobs will provide the City with site visit reports that will include a written report and photographs of observed progress. Jacobs will maintain and log regular communications with the Contractor during the construction. Jacobs will not communicate directly with the Contractor's subcontractors.

Jacobs will provide onsite construction observation services one day per week for the duration of the construction activities, which is assumed to be 12 weeks. Jacobs's observations shall not relieve the Contractor from the responsibility for performing the work in accordance with the contract for construction, and Jacobs shall not assume liability in any respect for the construction of the project. Jacobs shall not be responsible for the health or safety precautions of the Contractor or any other persons at the site except Jacobs's own personnel.

Jacobs will lead the project preconstruction meeting and construction progress meetings and will prepare meeting agendas and summaries for each meeting. It is assumed there will be a total of six, one-hour meetings for the duration of the contract.

Jacobs will review the contractor's applications for payment and compare them with the actual progress of work. Jacobs will review Contractor's progress schedule and progress photos with each application for payment. It is assumed there will be six applications for payment.

Task 2.1 Deliverables

- Construction site visit reports
- Preconstruction meeting agenda and summary
- Construction progress meeting agendas and summaries

Task 2.2 – Submittal Review

Jacobs will review and provide responses to the Contractor's submittals for general conformance with the design documents and general compliance with the requirements of the contract for construction. Jacobs will log and track all submittals. It is assumed that there will be 10 submittals and 10 resubmittals for a total of 20 submittal reviews.

Task 2.2 Deliverables

- Submittal review responses

Task 2.3 – Contractor Clarifications and Changes

When requested, Jacobs will review the Contractor's Requests for Information (RFIs) or clarification of the contract for construction. Jacobs will coordinate such review with the City and issue responses to the request. It is assumed there will be no more than 6 responses to RFIs by Jacobs.

When requested, Jacobs will review Contractor-requested changes to the contract for construction. Jacobs will make recommendations to the City regarding the technical acceptability of the Contractor's request. It is assumed there will be no more than one Contractor-requested changes to the contract.

Jacobs will maintain a RFI and Change Order log for the project.

Task 2.3 Deliverables

- Responses to RFI's from the contractor, if any
- Responses to contractor requested changes, if any

Task 2.4 – Project Closeout and Record Drawings

Jacobs will attend a substantial completion walkthrough and final completion walkthrough with the contractor and the City. Jacobs will prepare a punch list of items requiring completion or correction for the contractor based on the substantial completion walkthrough. Jacobs will review punch list items for completion or correction at the final completion walkthrough and will make recommendations to the City regarding acceptance of the work.

Jacobs will revise the design drawings to reflect available record information provided by the contractor in the form of drawing markups. Jacobs will prepare and submit record drawings to the City.

Jacobs will submit final project documentation to the City including the submittals, RFIs and associated logs.

Task 2.4 Deliverables

- Punchlist and Final approval

- Submittal and RFI Log
- Record drawings.
- Approved shop drawings and all RFIs

Assumptions

1. The City will contract directly with the Contractor and will be actively involved in the construction process to make decisions, provide approvals, perform construction observation, review payment applications, and perform other actions necessary for the completion of the construction.
2. The City will assign a project manager who will be the Jacobs' s main point of contact and will respond within ten business days of the date of each submittal. The City' s project manager will also provide continuous coordination between the different City' s departments (Operations, Management, Engineering, etc.).
3. The City will inform Jacobs' staff of any safety rules, personal protective equipment, safety precautions, restricted areas, hazardous chemicals, and emergency procedures (e. g., alarms, assembly areas, etc.) prior to the site visits.
4. The presence or duties of Jacobs' personnel at a construction site, whether as onsite representatives or otherwise, do not make Jacobs or Jacobs' personnel in any way responsible for those duties that belong to the City and/ or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction Contract Documents and any health or safety precautions required by such construction work.
5. Jacobs will pay the SJRWMD ERP permitting fee up to \$1,000. All other permit fees will be paid by others.
6. It is anticipated that only minor modifications may be required as a result of comments from SJRWMD. Significant changes to the site plan or building location would require unanticipated additional work which is not included in this proposal.
7. The Contractor shall be responsible for permitting with the Orange County Building Department including development and submission of the permit application(s), payment of permit fees, coordination with the permitting agency, completion of permit requirements, and permit approval. Jacobs will support the contractor's formal permit application process to Orange County Building Department.

8. Due to the uncertainty and variability of the permitting efforts, Jacobs makes no warranty regarding the approval of a permit. Our efforts will be directed toward successful completion of the permit application process, with the approval dependent on the respective agencies.
9. No meetings are included with permitting or regulatory agencies.
10. No materials testing or subconsultant services are provided in this Task Order.
11. Cost estimating is not included in the task order.
12. Jacobs will reasonably rely upon the accuracy and completeness of the information and data provided by the City or other third parties without independent verification.
13. Record drawings will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the project was finally constructed. Jacobs is not responsible for any errors or omissions in the information from others that is incorporated into the record drawings.
14. All deliverables will be provided as electronic files in .pdf format.

Schedule

This proposal will remain active to support the specified services throughout the project permitting and construction activities. The SJRWMD permit application will be submitted within 6 weeks after approval of the 90% design package from Task Order 2025-48. The permit approval schedule is dependent on the regulatory agency reviews and is not within Jacobs control.

Services during construction will commence after the City has issued Notice to Proceed to the selected Contractor. Record drawings will be submitted to the City within 6 weeks of receipt of properly documented drawing markups from the Contractor.

Compensation

Compensation for the services authorized under this task order will be provided using the time and materials basis method with budgets between the tasks and expenses being interchangeable as needed. Costs are summarized below by task.

Task	Hours	Fee
Task 1 – Permitting Services	202	\$34,406
Task 2 – Services During Construction	348	\$67,588
Expenses & Subconsultants	N/A	\$1,500
Totals:	550	\$103,494

Levels of effort for tasks are estimates based on the best information available at the time of task order development. As projects scopes are better defined, actual levels of effort required and associated fees might differ and require coordination between Jacobs and the City.

Acceptance

This Task Order shall become part of the Agreement upon execution by both parties.

Approved for City of Cocoa

By: _____

Title: _____

Date: _____

Accepted for Jacobs Engineering Group Inc.

By:  _____

Francois Didier Menard

Title: Vice President _____

Date: 11/21/2025 _____

City of Cocoa

Task Order 2026-64 Dyal WTP Storage Structure Permitting and Services During Construction

Attachment A - Fee Estimate

		Project Manager	Electrical Engineer	Structural Engineer	Civil Engineer	Civil Technician	Civil Engineer	Civil Technician	Architect	Lead Technician	Document Controls	Office Specifications			
		Engineer 6	Engineer 3	Engineer 3	Engineer 7	Technician 4	Engineer 3	Engineer 7	Engineer 7	Engineer 5	Technician 3	Technician 1	Labor Hours	Labor Fee	Expenses
Task 1 - Permitting Services		16	4	4	32	24	96	10	4	8		4			
		\$218.00	\$142.00	\$142.00	\$235.00	\$142.00	\$142.00	\$235.00	\$235.00	\$199.00	\$120.00	\$85.00			
													202	\$34,406	\$1,000
													202	\$34,406	\$1,000
													Task Subtotals:		
													Task Fee:	\$35,406	
Task 3 - Services during Construction															
Task 3.1	Construction Observation and Coordination	108		4	4				4				120	\$25,992	\$500
Task 3.2	Support Services	10											110	\$18,848	\$0
Task 3.3	Submittal Review	10	12	12	24				12		40		50	\$9,880	\$0
Task 3.4	Contractor Clarification and Changes	14	8	8	8				8	4			68	\$12,868	\$0
Task 3.4	Closeout and Record Drawings	16	8	8	8				8	12	8		348	\$67,588	\$500
													Task Subtotals:		
													Task Fee:	68,088	
Summary															
													Total Labor Hours:	550	
													Total Labor Fee:	\$101,994	
													Total Expenses:	\$1,500	
													Total Fee:	\$103,494	

EXHIBIT "A"**Jacobs Engineering Group Rate Schedule**

Classification	Description	Rate
Engineer 9	Principal	\$235
Engineer 8	Senior Reviewer/Consultant	\$235
Engineer 7	Senior Project Manager	\$235
Engineer 6	Senior Professional Engineer/Scientist/Consultant	\$218
Engineer 5	Mid-Level Professional Engineer/Scientist/Consultant/Project Manager	\$199
Engineer 4	Professional Engineer/Scientist/Consultant/Project Manager	\$169
Engineer 3	Junior Professional Engineer/Scientist/Consultant	\$142
Engineer 2	Project Engineer/Scientist/Consultant	\$120
Engineer 1	Junior Project Engineer/Scientist/Consultant	\$110
Engineer 0	Engineering Intern	\$95
Technician 5	Senior Construction Manager/Senior Designer	\$169
Technician 4	Construction Manager/Senior Technician	\$142
Technician 3	Senior Construction Inspector	\$120
Technician 2	Construction Inspector/Technician	\$110
Technician 1	Junior Construction Inspector/Junior Technician	\$85
Technician Aide	Technical Aide	\$80
Office	Office/Project Administration	\$85

Notes:

1. Billing rates for the City of Cocoa are designated for the length of this Agreement from February 2020 through January 2023.
2. These rates do not include other direct expense cost. Reimbursable other direct expenses shall be billed in accordance with the terms of the contract.
3. Billing rate schedule is for time basis work order and the City will be billed based on actual hours by category designated for an individual employee.
4. Jacobs reserves the right to request rate modifications for any future extensions to this agreement. Rate modifications must be established and agreed upon by both parties.
5. All copies, reproduction, subconsultant work, materials or equipment purchased or other direct costs shall be pass-thru cost without any mark-up.
6. Travel is reimbursable at the IRS rate for employees and specialists outside the Orlando office only.

**AGREEMENT FOR
CONTINUING ENGINEERING SERVICES FOR WATER SYSTEM**

THIS AGREEMENT is made and entered this 5th day of February 2020, by and between the **CITY OF COCOA, FLORIDA**, a Florida municipal corporation ("City"), located at 65 Stone Street, Cocoa, Florida 32922, and **JACOBS ENGINEERING GROUP INC.**, a Delaware corporation authorized to do business in the State of Florida ("Engineer"), whose principal address is 1999 Bryan Street, Dallas, TX 75201.

WITNESSETH:

WHEREAS, the City has a need to obtain engineering, design and permitting services from time to time for projects related to the City's water system on an as-needed, task - oriented basis; and

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

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

WHEREAS, the Engineer is willing to provide such engineering, design and permitting services to the City under the terms and conditions stated herein; and

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

1.0 TERM AND DEFINITIONS

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

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

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

a. "Agreement" or "Contract" shall be used interchangeably and shall refer to this Agreement, as may be amended from time to time, which shall constitute authorization for the Engineer to provide the engineering, design and permitting services approved by Task Order by the City and is also sometimes referred to herein to include all Task Orders approved hereunder.

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

c. "Engineer" shall mean Jacobs Engineering Group Inc. and its principals, employees and resident project representatives (and assistants).

d. "Public Record" shall have the meaning given in section 119.011(12), Florida Statutes, as may be amended.

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

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

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

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

2.0 DESCRIPTION OF SERVICES

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

consider the Task Proposal as part of a formal or informal competitive bid process before approving or disapproving any Task Proposal.

The City will review the Task Proposal, along with any other task proposals submitted to the City by other contractors, and if the description, cost and other details of the Task Proposal are deemed by the City to be in the City's best interests, the parties will enter into a mutually agreeable written "Task Order." The Scope of Services generally to be provided by the Engineer through a Task Order may include any engineering, design and permitting services for any City water system project and may contain written terms and conditions which are deemed supplemental to this Agreement.

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

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

2.3 The Engineer may be asked to perform any engineering services related to the Water System. The Services may include, but are not limited to, the following:

1. Engineering Design Services to include design submittals, specification development, permitting, and Engineer of Record services;
2. Bidding Support Services;
3. Construction Phase Services including; shop drawing and submittal review, responses to requests for information, and progress meeting attendance/management, periodic site visits, testing, Certification of Construction, Record Drawings, Resident Engineer (if required), Construction Management and Inspection, startup assistance/training, and the use of alternative project delivery methods;
4. Cost Estimating Services;
5. Design, support, and implementation for Supervisory Control and Data Acquisition (SCADA) and other Instrumentation and Controls (I&C) infrastructure per the City's Control Systems Configuration Standards. The Dyal Plant is currently using Wonderware for their SCADA platform;
6. Design and management support of repair and maintenance projects for the Dyal plant, supply, and distribution system;
7. Engineering assessments, including structural, process, hydraulic, pipeline condition, etc.;
8. Permitting assistance including consumptive use permitting, negotiations, and compliance;
9. Environmental impact assessments, including wetlands monitoring, and other environmental assistance;

10. Hydraulic, hydrogeologic, and water quality modeling, calibration and analysis including ground water hydrology, Aquifer Storage and Recovery (ASR) system assistance and well drilling assistance;

11. Planning evaluations and studies including long-term master planning and Capital Improvement Plan (CIP) development, validation, prioritization, scheduling, probable cost determinations and coordination with various planning agencies;

12. Water Quality Monitoring Program management assistance (Technical and regulatory support);

13. Studies related to water treatment and quality;

14. Assistance in regulatory negotiations with the St. Johns River Water Management District, the Florida Department of Environmental Protection, and other regulatory agencies associated with the development and operation of the water system;

15. Asset management and condition assessment assistance including operation and maintenance studies;

16. Information management services including Geographical Information System (GIS), Global Positioning System (GPS), instrumentation, custom programming/software, and other technologies;

17. Security system design, support, and implementation;

18. System optimization assistance including lost water mitigation;

19. Grants assistance and state/federal funding assistance;

20. Engineering evaluation and design of alternative and conventional water supplies, wells, treatment facilities, transmission and distribution system modifications, expansions and other improvements including development of specifications and bench/pilot scale testing when necessary;

21. Reporting assistance to regulatory and other agencies including document preparation, public meetings, and presentations;

22. Program management services, including program management/administration, scheduling, cost control, document control, program website updating, design management, construction project support, and public involvement services in support of the Cocoa Utilities CIP program and repair and maintenance projects for the water system;

23. Services related to the development of the City's project financing and/or budget;

24. Assistance with preparation of information for rate and fee determinations and associated revenue projections;

25. Miscellaneous services including public relations assistance, design review, program management services, financial controls, and easement acquisition services.

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

2.5 No task in which the Engineer is to provide professional services to the City for a project with an estimated construction cost exceeding \$2 Million may be the subject of a Task Order under this Agreement.

3.0 CHANGES IN THE SCOPE OF WORK

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

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

4.0 SCHEDULE

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

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

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

5.0 METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF ENGINEER

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

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

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

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

5.7 Payment Offsets. To the extent that the Engineer owes the City any money under this or any other Agreement with the City, the City shall have the right to withhold payment and otherwise back charge the Engineer for any money owed to the City by the Engineer. Before withholding any payments, the City will provide Engineer with at least five (5) business days' notice to afford Engineer an opportunity to resolve the payment issue to the City's complete satisfaction within said time period.

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

6

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

5.11 Payment Adjustments. It is agreed that payment by the City of any billing will not constitute agreement as to the appropriateness of any item and that at the time of any final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the Engineer, the Engineer agrees to refund such overpayment to the City within ninety (90) days of notice of any such overpayment. Such refund shall not constitute a waiver by the Engineer for any claims relating to the validity of a finding by the City of overpayment.

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

6.0 RIGHT TO INSPECTION

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

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

7.0 PROGRESS MEETING

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

8.0 SAFETY

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

9.0 REASONABLE ACCESS

9.1 During the term of this Agreement, the City shall grant the Engineer reasonable

access to the City's premises, records and files for purposes of fulfilling its obligations under this Agreement.

10.0 INSURANCE

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

a. Professional Liability. Proof of professional liability insurance shall be provided to the City for the amount of \$3,000,000.00 per occurrence and in the aggregate with a deductible not greater than \$50,000.00.

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

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

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

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

10.3 The insurance required by this Agreement shall include the liability and coverage provided herein, or as required by law, whichever requirements afford greater coverage. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty (30) days' prior written notice has been given to the City, and the Engineer by certified mail, return receipt requested. All such insurance shall remain in effect until final payment. In the event that the Engineer shall fail to comply with the foregoing requirement, the City is authorized, but in no event shall be obligated, to purchase such insurance, and the City

may bill the Engineer. The Engineer shall immediately forward funds to the City in full payment for said insurance. It is expressly agreed that neither the provision of the insurance referred to in this Agreement nor the City's acceptance of the terms, conditions or amounts of any insurance policy shall be deemed a warranty or representation as to adequacy of such coverage. All insurance coverage shall be with insurer(s) rated as A+ by Best's Rating Guide (or equivalent rating and rating service as reasonably determined by the City Manager) and licensed by the State of Florida to engage in the business of writing of insurance or provided through the London Market for Professional Liability Insurance. The Engineer shall cause its insurance carriers, prior to the effective date of this agreement to furnish insurance certificates specifying the types and amounts of coverage in effect pursuant hereto, the expiration dates of such policies, and a statement that no insurance under such policies will be canceled without thirty (30) days' prior written notice to the City in compliance with other provisions of this Agreement. If the City has any objection to the coverage afforded by or other provision of the insurance required to be purchased and maintained by the Engineer in accordance with this Article on the basis of its not complying with the Agreement, the City shall notify the Engineer in writing thereof within thirty (30) days of the date of delivery of such certificates to the City. For all Work performed pursuant to this Agreement, the Engineer shall continuously maintain such insurance in the amounts, type and quality as required by the Agreement.

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

11.0 COMPLIANCE WITH LAWS AND REGULATIONS

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

12.0 REPRESENTATIONS

12.1 The Engineer represents that the Services provided hereunder shall conform to all requirements of this Agreement and any Task Order, shall be consistent with recognized and sound engineering practices and procedures; and shall conform to the customary standards of care, skill, and diligence appropriate to the nature of the Services rendered by professional engineers or consultants performing the same or similar services. The Engineer shall perform as expeditiously as is consistent with professional skill and care and the orderly progress of the Services performed hereunder. The Engineer's services shall be consistent with the time periods established under this Agreement or the applicable Task Order. The Engineer shall provide the City with a written schedule for services performed under each Task Order and such schedule shall provide for ample time for the City to review, for the performance of Engineers (if any), and for the approval of submissions by authorities having jurisdiction over the services. The Engineer's designated representative shall have the authority to act on the Engineer's behalf with respect to the Services. In addition, the Engineer's representative shall render decisions in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Services. Except with the City's knowledge and consent, the Engineer shall not engage in any

activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Engineer's professional judgment with respect to the Services. The Engineer shall review laws, codes and regulations applicable to the Engineer's Services. The Engineer's services and design shall comply with all applicable requirements imposed by all public authorities at the time the Services are rendered. The Engineer represents and warrants that it is familiar with, and accepts that it will perform the Services hereunder in a manner that complies with all applicable requirements of law, codes, and regulations. The Engineer shall be responsible for the professional quality, technical accuracy and the coordination of all plans, studies, reports and other services furnished to the City under this Agreement. Unless this Agreement is terminated by the City, or terminated by the Engineer for nonpayment of any proper invoices, or the City exercises its rights to perform the Services pursuant to under Section 2.2 herein, the Engineer shall be responsible for the satisfactory and complete execution of the Services described in this Agreement and any Task Order. The Engineer represents that it will carefully examine the scope of services required by the City in the Task Order, that it will investigate the essential requirements of the services required by the Task Order and that it will have sufficient personnel, equipment and material at its disposal to complete the services set forth in the Task Order in a good professional and workmanlike manner in conformance with the requirements of this Agreement.

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

13.0 GUARANTEE AGAINST INFRINGEMENT

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

14.0 DOCUMENTS

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

information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission of Engineer are subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the City's designated custodian of public records.

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

Engineer is required to and agrees to comply with public records laws. Engineer shall keep and maintain all public records required by the City to perform the services as agreed to herein. Engineer shall provide the City, upon request from the City Clerk, copies of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law. Engineer shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term. Upon completion of the Agreement, Engineer shall transfer to the City, at no cost, all public records in possession of the Engineer, provided the transfer is requested in writing by the City Clerk. Upon such transfer, Engineer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. However, if the City Clerk does not request that the public records be transferred, the Engineer shall continue to keep and maintain the public records upon completion of the Agreement and shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City. Should the City not possess public records relating to this Agreement which are requested to be inspected or copied by the City or any other person, the City shall immediately notify Engineer of the request and the Engineer shall then provide such records to the City or allow the records to be inspected or copied within a reasonable time. If the Engineer does not comply with a public records request, the City may enforce this Section to the extent permitted by law. Engineer acknowledges that if the Engineer does not provide the public records to the City within a reasonable time, the Engineer may be subject to penalties under Section 119.10, Florida Statutes. The Engineer acknowledges that if a civil action is filed against the Engineer to compel production of public records relating to this Agreement, the court may assess and award against Engineer the reasonable costs of enforcement, including reasonable attorney fees. All public records in connection with this Agreement shall, at any and all reasonable times during the normal business hours of the Engineer, be open and freely exhibited to the City for the purpose of examination, audit, or otherwise. Failure by Engineer to grant such public access and comply with public records laws and/or requests shall be grounds for immediate unilateral cancellation of this Agreement by the City upon delivery of a written notice of cancellation. If the Engineer fails to comply with this Section, and the City must enforce this Section, or the City suffers a third party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to Engineer's failure to comply with this Section, the City shall collect from Engineer prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against Engineer. And, if applicable, the City shall also be entitled to reimbursement

of all attorneys' fees and damages which the City had to pay a third party because of the Engineer's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

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

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

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

15.0 ASSIGNMENT

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

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

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

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

16.0 INDEPENDENT CONTRACTOR

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

17.0 DEFAULT BY ENGINEER AND CITY'S REMEDIES

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

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

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

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

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

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

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

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

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

18.0 TERMINATION

18.1 Notwithstanding any other provision of this Agreement, the City may, upon written notice to the Engineer, terminate this Agreement, without penalty, if: (a) the Engineer is in default pursuant to Section 17.0 Default; (b) the Engineer makes a general assignment for the benefit of its creditors; (c) the Engineer fails to comply with any condition or provision of this Agreement; or (d) the Engineer is experiencing a labor dispute which threatens to have a substantial, adverse impact upon performance of this Agreement without prejudice to any other right or remedy the City may have under this Agreement. In addition, either party may terminate for convenience with no penalty at any time upon thirty (30) days advance written notice. In the event of such termination, the City shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for Work properly performed prior to the effective date of termination.

18.2 In addition, either party may terminate for convenience without penalty at any time upon thirty (30) days advance written notice.

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

19.0 FORCE MAJEURE

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

20.0 GOVERNING LAW & VENUE

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

21.0 HEADINGS

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

22.0 SEVERABILITY

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

23.0 WAIVER AND ELECTION OF REMEDIES

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

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

24.0 THIRD PARTY RIGHTS

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

25.0 PROHIBITION AGAINST CONTINGENT FEES

25.1 The Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the City shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

26.0 ENTIRE AGREEMENT

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

27.0 NO JOINT VENTURE

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

28.0 ATTORNEY'S FEES

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

29.0 COUNTERPARTS

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

30.0 DRAFTING

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

31.0 NOTICE

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

For Engineer:

Jacobs Engineering Group Inc.
200 South Orange Avenue
Suite 900
Orlando, FL 32801
Attention: Mr. Didier Menard
Work: (407) 903-5252
Fax: (407) 903-5150

For City:

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

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

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

32.0 SOVEREIGN IMMUNITY

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

33.0 CORPORATE REPRESENTATIONS BY ENGINEER

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

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

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

34.0 INDEMNIFICATION AND LIMITATION OF LIABILITY

Agreement for Continuing Engineering Services for Water System
City of Cocoa / Jacobs Engineering, Inc.

34.1 The Engineer shall indemnify and hold harmless the City, its officers, employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Engineer and other persons employed or utilized by the Engineer in the performance of this Agreement, including any Task Order.

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

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

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

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

34.4 Notwithstanding any other provision of this Agreement, neither party shall have liability to the other for contingent, consequential, or other indirect damages including, without limitation, damages for loss of use, revenue or profit; operating costs and facility downtime, however the same may be caused. The limitations and exclusions of liability set forth in this Article shall apply regardless of the fault, breach of contract, tort (including negligence), strict liability or otherwise of either party, their respective employees, or subconsultants.

35.0 ENGINEER'S PERSONNEL AT CONSTRUCTION SITE

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

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

35.2 The presence of the Engineer's personnel at a construction site is for the purpose of providing to the City a greater degree of confidence that the completed work will conform generally to the applicable contract documents and that the integrity of the design concept as reflected in the contract documents has been implemented and preserved by the construction contractor(s). The Engineer neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the contract documents or for the safety of persons and property during construction which shall remain the sole responsibility of the construction contractor. Engineer will not bear any responsibility or liability for construction contractor's defects or deficiencies or for the failure to so detect. For this Agreement only, construction sites include places of manufacture for materials incorporated into the construction work, and construction contractors include manufacturers of materials incorporated into the construction work.

36.0 RECORD DRAWINGS

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

37.0 ADDITIONAL ASSURANCES

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

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

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

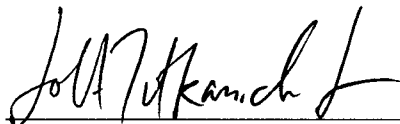
c. No principal (which includes officers, directors or executive) or individual holding a professional license and performing work under this Agreement, employee or agent has willfully offered an employee or officer of the City any pecuniary or other benefit with the intent to influence the employee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

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

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

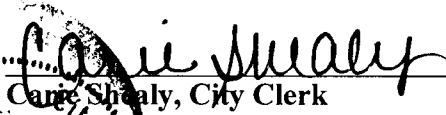
CITY:

CITY OF COCOA



John Titkanich, Jr. , City Manager

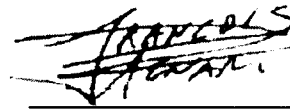
ATTEST:



Carrie Shaly, City Clerk

ENGINEER:

Jacobs Engineering, Inc. (Firm name)



_____, Title

Francois D. Menard, P.E., Vice President

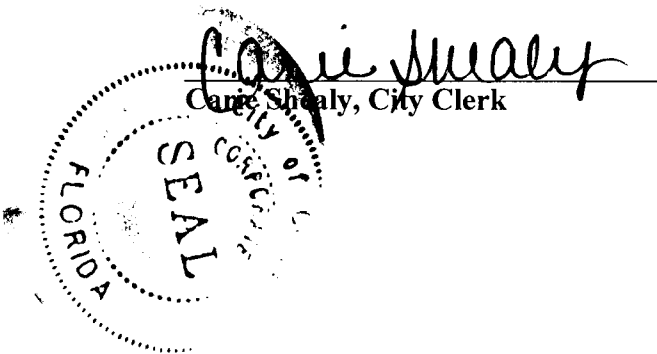


EXHIBIT A
HOURLY RATE SCHEDULE

EXHIBIT "A"**Jacobs Engineering Group Rate Schedule**

Classification	Description	Rate
Engineer 9	Principal	\$235
Engineer 8	Senior Reviewer/Consultant	\$235
Engineer 7	Senior Project Manager	\$235
Engineer 6	Senior Professional Engineer/Scientist/Consultant	\$218
Engineer 5	Mid-Level Professional Engineer/Scientist/Consultant/Project Manager	\$199
Engineer 4	Professional Engineer/Scientist/Consultant/Project Manager	\$169
Engineer 3	Junior Professional Engineer/Scientist/Consultant	\$142
Engineer 2	Project Engineer/Scientist/Consultant	\$120
Engineer 1	Junior Project Engineer/Scientist/Consultant	\$110
Engineer 0	Engineering Intern	\$95
Technician 5	Senior Construction Manager/Senior Designer	\$169
Technician 4	Construction Manager/Senior Technician	\$142
Technician 3	Senior Construction Inspector	\$120
Technician 2	Construction Inspector/Technician	\$110
Technician 1	Junior Construction Inspector/Junior Technician	\$85
Technician Aide	Technical Aide	\$80
Office	Office/Project Administration	\$85

Notes:

1. Billing rates for the City of Cocoa are designated for the length of this Agreement from February 2020 through January 2023.
2. These rates do not include other direct expense cost. Reimbursable other direct expenses shall be billed in accordance with the terms of the contract.
3. Billing rate schedule is for time basis work order and the City will be billed based on actual hours by category designated for an individual employee.
4. Jacobs reserves the right to request rate modifications for any future extensions to this agreement. Rate modifications must be established and agreed upon by both parties.
5. All copies, reproduction, subconsultant work, materials or equipment purchased or other direct costs shall be pass-thru cost without any mark-up.
6. Travel is reimbursable at the IRS rate for employees and specialists outside the Orlando office only.



Purchasing

65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-8833

EMAIL: purchasing@cocoafl.org

CITY OF COCOA
AMENDMENT TO CONTINUING SERVICES AGREEMENT
1st AMENDMENT
JACOBS ENGINEERING GROUP INC.

This FIRST Amendment to the Continuing Services Agreement entered on February 5, 2020 for engineering, design and permitting services is made between the City of Cocoa and Jacobs Engineering Group Inc.

The Parties desire to amend the Agreement as follows:

- A. The Term is extended through February 4, 2025, as allowable under Section 1.1 of the Agreement for an additional two (2) years, which is the first of two renewal options available.
- B. This Amendment increases the cost limitation in Section 2.5 of the Agreement to \$4 million in accordance with the amended Consultants' Competitive Negotiation Act (CCNA). Section 2.5 of the agreement states, "No task in which the Engineer is to provide professional services to the City for a project with an estimated construction cost exceeding \$2 Million may be the subject of a Task Order under this Agreement." This cost limitation was based on Florida Statute, Title XIX, 287.055, the CCNA. The Florida Legislature has since amended the CCNA, increasing the cost limitation effective July 1, 2020.

All other terms, conditions, provisions, and scope of services remain unchanged. By signing below, each party indicates its approval of this First Amendment to the Continuing Services Agreement.

Jacobs Engineering Group Inc.

CITY OF COCOA

By: Francois Didier Menard, PE
(Print Name)

By: Michael C. Blake
(Print Name)

Vice President
(Title)

Mayor
(Title)

10/28/2022

Signature / Date

12/13/2022

Signature / Date

Attest:

A circular official seal of the City of Cocoa, Florida. The outer ring contains the text "CITY OF COCOA" at the top and "FLORIDA" at the bottom. The inner circle contains the word "SEAL" in the center, with "CORPORATE" written in a smaller arc above it.

Carie Shealy
Carie Shealy, City Clerk

CC: Carie Shealy, City Clerk
Brian Dale, Purchasing / Contracts Division Manager
Jack Walsh, Director, Utilities



Purchasing

65 Stone Street • Cocoa, FL 32922

PHONE: (321) 433-8833

EMAIL: purchasing@cocoafl.org

CITY OF COCOA
AMENDMENT TO CONTINUING SERVICES AGREEMENT
2nd AMENDMENT
JACOBS ENGINEERING GROUP INC.

This SECOND Amendment to the Continuing Services Agreement entered on February 5, 2020, for engineering, design and permitting services is made between the City of Cocoa and Jacobs Engineering Group Inc.

The Parties desire to amend the Agreement as follows:

- A. The Term is extended through February 4, 2027, as allowable under Section 1.1 of the Agreement for an additional two (2) years, which is the second of two renewal options available.
- B. This Amendment increases the cost limitation in Section 2.5 of the Agreement in accordance with the newly amended Consultants' Competitive Negotiation Act (CCNA). The contractual cost limitations are based on Florida Statutes § 287.055, the CCNA. The Florida Legislature has recently amended the CCNA, increasing the cost limitation effective July 1, 2024. Under the newly amended CCNA, the maximum cost for each individual project procured pursuant to the CCNA has risen to \$7.5 Million, plus an annual increase based on the Consumer Price Index (CPI). Accordingly, Section 2.5 of the Agreement is stricken in its entirety and replaced with the following:

No task in which the Engineer is to provide professional services to the City for a project with an estimated construction cost exceeding the thresholds outlined in the Consultants' Competitive Negotiation Act, Florida Statutes § 287.055, ("CCNA"), may be the subject of a Task Order under this Agreement.

All other terms, conditions, provisions, and scope of services remain unchanged. By signing below, each party indicates its approval of this Second Amendment to the Continuing Services Agreement.

Jacobs Engineering Group Inc.

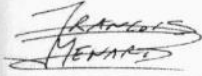
CITY OF COCOA

By: Francois Didier Menard, PE
(Print Name)

By: Michael C. Blake
(Print Name)

Vice President

(Title)

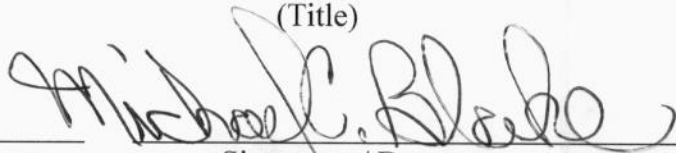


Signature / Date

07/23/2024

Mayor

(Title)



Signature / Date

Attest:



Monica Arsenault, City Clerk

CC: Monica Arsenault, City Clerk
Brian Dale, Purchasing Manager
Jack Walsh, Director, Utilities



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/28/2025

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 LIC #0437153 Marsh Risk & Insurance Services CIRTS_Support@jacobs.com 633 W. Fifth Street Los Angeles, CA 90071 USA	1-212-948-1306	CONTACT NAME: PHONE (A/C. No. Ext): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: ACE AMER INS CO INSURER B: INDEMNITY INS CO OF NORTH AMER INSURER C: INSURER D: INSURER E: INSURER F:	FAX (A/C. No): 1-212-948-1306 NAIC # 22667 43575
INSURED Jacobs Engineering Group Inc. C/O Global Risk Management 555 South Flower Street, Suite 3200 Los Angeles, CA 90071 USA			

COVERAGES

CERTIFICATE NUMBER: 752003073

REVISION NUMBER:

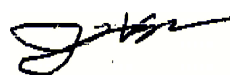
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ CONTRACTUAL LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:		HDO G48977145	07/01/25	07/01/26	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY		ISA H11371504	07/01/25	07/01/26	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N/A	WLR C72792919 (AOS) SCF C72792920 (WI) WCU C72792932 (OH)*	07/01/25 07/01/25 07/01/25	07/01/26 07/01/26 07/01/26	☒ 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
A	PROFESSIONAL LIABILITY		EON G21655065 016	07/01/25	07/01/26	PER CLAIM/PER AGG 3,000,000

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

PROJECT MGR: Pamela Holcomb. CONTRACT MGR: Jeff Voorhees. RE: Program management, engineering, design and permitting services. CONTRACT END DATE: 2/5/2023. SECTOR: Public. City of Cocoa FL is added as an additional insured for general liability & auto liability as respects the negligence of the insured in the performance of insured's services to cert holder under contract for captioned work. *THE TERMS, CONDITIONS, AND LIMITS PROVIDED UNDER THIS CERTIFICATE OF INSURANCE WILL NOT EXCEED OR BROADEN IN ANY WAY THE TERMS, CONDITIONS, AND LIMITS AGREED TO UNDER THE APPLICABLE CONTRACT.*

CERTIFICATE HOLDER**CANCELLATION**

City of Cocoa FL 351 Schearer Blvd. Cocoa, FL 32922 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

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SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE
05/28/2025

NAME OF INSURED: Jacobs Engineering Group Inc.

Additional Description of Operations/Remarks from Page 1:

Additional Information:

***\$2,000,000 SIR FOR STATE OF: OHIO**

NOTICE TO OTHERS ENDORSEMENT – SCHEDULE – EMAIL ONLY

Named Insured Jacobs Solutions Inc.			Endorsement Number 8
Policy Symbol HDO	Policy Number G48977145	Policy Period 07/01/2025 TO 07/01/2026	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

- A.** If we cancel the Policy prior to its expiration date by notice to you or the first Named Insured for any reason other than nonpayment of premium, we will endeavor, as set out below, to send written notice of cancellation, via such electronic notification as we determine, to the persons or organizations listed in the schedule that you or your representative provide or have provided to us (the "Schedule"). You or your representative must provide us with the e-mail address of such persons or organizations, and we will utilize such e-mail address that you or your representative provided to us on such Schedule.
- B.** The Schedule must be initially provided to us within 15 days after:
 - i. The beginning of the Policy period, if this endorsement is effective as of such date; or
 - ii. This endorsement has been added to the Policy, if this endorsement is effective after the Policy period commences.
- C.** The Schedule must be in an electronic format that is acceptable to us; and must be accurate.
- D.** Our delivery of the notification as described in Paragraph **A.** of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured.
- E.** We will endeavor to send such notice to the e-mail address corresponding to each person or organization indicated in the Schedule at least 30 days prior to the cancellation date applicable to the Policy.
- F.** The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). Our failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule shall impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.
- G.** We are not responsible for verifying any information provided to us in any Schedule, nor are we responsible for any incorrect information that you or your representative provide to us. If you or your representative does not provide us with a Schedule, we have no responsibility for taking any action under this endorsement. In addition, if neither you nor your representative provides us with e-mail address information with respect to a particular person or organization, then we shall have no responsibility for taking action with regard to such person or entity under this endorsement.
- H.** We may arrange with your representative to send such notice in the event of any such cancellation.
- I.** You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.
- J.** This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of the Policy remain unchanged.

A handwritten signature in black ink, consisting of stylized, overlapping loops and lines.

Authorized Representative

NOTICE TO OTHERS ENDORSEMENT – SCHEDULE – EMAIL ONLY

Named Insured Jacobs Solutions Inc.			Endorsement Number 2
Policy Symbol ISA	Policy Number H11371504	Policy Period 07/01/2025 TO 07/01/2026	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

- A.** If we cancel the Policy prior to its expiration date by notice to you or the first Named Insured for any reason other than nonpayment of premium, we will endeavor, as set out below, to send written notice of cancellation, via such electronic notification as we determine, to the persons or organizations listed in the schedule that you or your representative provide or have provided to us (the "Schedule"). You or your representative must provide us with the e-mail address of such persons or organizations, and we will utilize such e-mail address that you or your representative provided to us on such Schedule.
- B.** The Schedule must be initially provided to us within 15 days after:
 - i. The beginning of the Policy period, if this endorsement is effective as of such date; or
 - ii. This endorsement has been added to the Policy, if this endorsement is effective after the Policy period commences.
- C.** The Schedule must be in an electronic format that is acceptable to us; and must be accurate.
- D.** Our delivery of the notification as described in Paragraph **A.** of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured.
- E.** We will endeavor to send such notice to the e-mail address corresponding to each person or organization indicated in the Schedule at least 30 days prior to the cancellation date applicable to the Policy.
- F.** The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). Our failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule shall impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.
- G.** We are not responsible for verifying any information provided to us in any Schedule, nor are we responsible for any incorrect information that you or your representative provide to us. If you or your representative does not provide us with a Schedule, we have no responsibility for taking any action under this endorsement. In addition, if neither you nor your representative provides us with e-mail address information with respect to a particular person or organization, then we shall have no responsibility for taking action with regard to such person or entity under this endorsement.
- H.** We may arrange with your representative to send such notice in the event of any such cancellation.
- I.** You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.
- J.** This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of the Policy remain unchanged.

A handwritten signature in black ink, consisting of stylized, overlapping loops and strokes.

Authorized Representative

Workers' Compensation and Employers' Liability Policy

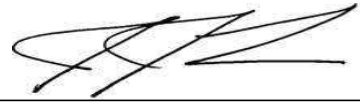
Named Insured JACOBS SOLUTIONS INC. 555 S. FLOWER STREET SUITE 3200 LOS ANGELES CA 90017	Endorsement Number
	Policy Number Symbol: WLR Number: C72792919
Policy Period 07-01-2025 TO 07-01-2026	Effective Date of Endorsement 07-01-2025
Issued By (Name of Insurance Company) ACE AMERICAN INSURANCE COMPANY	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy. This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.	

NOTICE TO OTHERS ENDORSEMENT – SCHEDULE – EMAIL ONLY

- A.** If we cancel this Policy prior to its expiration date by notice to you or the first Named insured for any reason other than nonpayment of premium, we will endeavor, as set out below, to send written notice of cancellation, via such electronic notification as we determine, to the persons or organizations listed in the schedule that you or your representative provide or have provided to us (the "Schedule"). You or your representative must provide us with the e-mail address of such persons or organizations, and we will utilize such e-mail address that you or your representative provided to us on such Schedule.
- B.** The Schedule must be initially provided to us within 15 days after:
- i. The beginning of the Policy period, if this endorsement is effective as of such date; or
 - ii. This endorsement has been added to the Policy, if this endorsement is effective after the Policy period commences.
- C.** The Schedule must be in an electronic format that is acceptable to us; and must be accurate.
- D.** Our delivery of the notification as described in Paragraph **A.** of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured.
- E.** We will endeavor to send such notice to the e-mail address corresponding to each person or organization indicated in the Schedule at least 30 days prior to the cancellation date applicable to the Policy.
- F.** The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). Our failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule shall impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.
- G.** We are not responsible for verifying any information provided to us in any Schedule, nor are we responsible for any incorrect information that you or your representative provide to us. If you or your representative does not provide us with a Schedule, we have no responsibility for taking any action under this endorsement. In addition, if neither you nor your representative provides us with e-mail address information with respect to a particular person or organization, then we shall have no responsibility for taking action with regard to such person or entity under this endorsement.
- H.** We may arrange with your representative to send such notice in the event of any such cancellation.
- I.** You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.
- J.** This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of this Policy remain unchanged.

This Endorsement is not applicable in the states of AZ, FL, ID, ME, NC, NJ, NM, TX and WI.



Authorized Representative

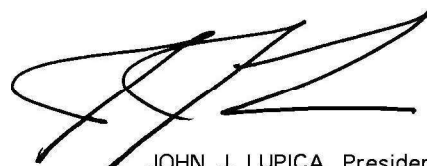
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured Jacobs Solutions Inc.			Endorsement Number
Policy Symbol EON	Policy Number G21655065 016	Policy Period 07/01/2025 to 07/01/2026	Effective Date of Endorsement 07/01/2025
Issued By (Name of Insurance Company) ACE American Insurance Company			

NOTICE TO OTHERS ENDORSEMENT – SCHEDULE

- A. If **We** cancel or non-renew the **Policy** prior to its expiration date by notice to **You** for any reason other than nonpayment of premium, **We** will endeavor, as set out below, to send written notice of cancellation or non-renewal via such electronic or other form of notification as **We** determine, to the persons or organizations listed in the schedule that **You** or **Your** representative provide or have provided to **Us** (the **Schedule**). **You** or **Your** representative must provide **Us** with both the physical and e-mail address of such persons or organizations, and **We** will utilize such e-mail address and/or physical address that **You** or **Your** representative provided to **Us** on such **Schedule**.
- B. The **Schedule** must be initially provided to **Us** within 30 days after:
- The beginning of the **Policy Period**, if this endorsement is effective as of such date; or
 - This endorsement has been added to the **Policy**, if this endorsement is effective after the **Policy Period** commences.
- C. The **Schedule** must be in a format that is acceptable to **Us** and must be accurate.
- D. **Our** delivery of the notification as described in Paragraph A of this endorsement will be based on the most recent **Schedule** in **Our** records as of the date the notice of cancellation or non-renewal is mailed or delivered to **You**.
- E. **We** will endeavor to send or deliver such notice to the e-mail address or physical address corresponding to each person or organization indicated in the **Schedule** at least 30 days prior to the cancellation or non-renewal date applicable to the **Policy**.
- F. The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the **Schedule** in the event of a pending cancellation or non-renewal of coverage. **We** have no legal obligation of any kind to any such person(s) or organization(s). **Our** failure to provide advance notification of cancellation or non-renewal to the person(s) or organization(s) shown in the **Schedule** shall impose no obligation or liability of any kind upon **Us**, **Our** agents or representatives, will not extend any **Policy** cancellation or non-renewal date and will not negate any cancellation or non-renewal of the **Policy**.
- G. **We** are not responsible for verifying any information provided to **Us** in any **Schedule**, nor are **We** responsible for any incorrect information that **You** or **Your** representative provide to **Us**. If **You** or **Your** representative does not provide **Us** with a **Schedule**, **We** have no responsibility for taking any action under this endorsement. In addition, if neither **You** nor **Your** representative provides **Us** with e-mail address and/or physical address information with respect to a particular person or organization, then **We** shall have no responsibility for taking action with regard to such person or entity under this endorsement.
- H. With respect to this endorsement **Our**, **Us** or **We** means the stock insurance company listed in the Declarations, and **You** or **Your** means the insured person or entity listed in Item 1 of the Declarations page.

All other terms and conditions of this **Policy** remain unchanged.



JOHN J. LUPICA, President
Authorized Representative

CITY COUNCIL AGENDA ITEM

Memo Date: December 15, 2025
Agenda Date: January 13, 2026
File ID: 2025-1212
Prepared By: Katrina Combs, Utilities Administrative Technician
Through: James Mitchell, Water Treatment Manager
John Walsh, Utilities Director
Requested Action: Approve Resolution #2026-002 waiving the competitive bidding process and authorizing the sole source purchase of four (4) REXA® actuators from Pro-CO, Inc. in the amount of \$207,765.00.

BACKGROUND:

The Claude H. Dyal Water Treatment Plant (WTP) processes approximately eight billion gallons of water annually, maintaining an average daily flow of 22 million gallons (MGD). Distinct from many Central Florida facilities, the Dyal WTP features the unique capability to treat both groundwater and surface water. To remain in compliance with the City's Consumptive Use Permit (CUP), the plant must utilize alternative water sources, such as the Taylor Creek Reservoir (TCR), whenever feasible.

The surface water filtration process relies on REXA actuators to operate critical valves essential for backwashing cycles. The existing units have reached an 18-year service life; the manufacturer discontinued replacement parts 13 years ago, rendering components fully obsolete.

SOLE SOURCE JUSTIFICATION: REXA actuators are custom-engineered, proprietary products manufactured solely by REXA, Inc.. These units utilize a unique "Flow Match Valve" hydraulic circuit that allows the actuator to evenly transfer fluid volumes without differentials. This proprietary technology eliminates the need for volume make-up reservoirs. Unlike all other commonly used hydraulic actuators, which require reservoirs and periodic oil maintenance to prevent contaminant breakdown, the REXA system requires no oil maintenance. Because these actuators are made-to-order and utilize this specific hydraulic metering system, no other manufacturer of this type of actuator exists. For the Claude Dyal WTP, **Pro-CO, Inc.** is the sole-authorized representative for REXA products.

The total cost for the purchase of four (4) REXA® actuators is **\$207,765.00**. Funding is available within the Water Department's existing capital budget.

Staff recommends that City Council **adopt a Resolution** waiving the competitive bidding process, finding that it is in the best interest of the City to make a sole source purchase of four (4) REXA® actuators from **Pro-CO, Inc.** of Winter Springs, FL, in the amount of **\$207,765.00**. This waiver is necessary due to the proprietary nature of the

technology and the lack of compatible aftermarket alternatives.

PRIORITY AREA CONNECTION:

Investment in Public Infrastructure

BUDGETARY IMPACT:

Budgeted? Yes (In the capital roll)

Source/Use of Funds

Account Number 421-4020-536.64-00 CA2502

Amount \$207,765.00

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approve a Resolution waiving the competitive bidding process and authorizing the sole source purchase of four (4) REXA® actuators from Pro-CO, Inc. in the amount of \$207,765.00.

PRO-CO, INC.
910 Belle Avenue, Suite 1000
Winter Springs, FL 32708
www.Pro-Co.com

Quotation



ADDRESS

City of Cocoa
Accounts Payable
65 Stone Street
Cocoa, FL 32922
Email:
ACCOUNTSPAYABLE@COCO AFL.ORG

SHIP TO

City of Cocoa
Dyal Water Plant
28400 State Road # 520
(E. Orange County)
Christmas, FL 32709

QUOTATION #	DATE	EXPIRATION DATE
1772	12/16/2025	02/15/2026

SHIP VIA
Best Way

ATTN
runruh@coco afl.gov

SALES REP
Bill Grabe

TERMS
Net 30

	DESCRIPTION	QTY	RATE	AMOUNT
X3R50,000-90-C-P	Surface Water Drain Valve X3R50,000-90-C-P Model X3R50000-90-C-P includes: > Actuator Type = Rotary Cylinders > Output = 50,000 inch lbs > Power Module size = "C" > Fail Safe Mode = Fail In Place > Manual Override = Handwheel > Biodegradable oil > Power Supply = 115 Volts AC > Enclosure = 316SS, NEMA 4X w/ External Controls & PB > Control Signal = Manual Control - 2 Signal - Dry Contact > Cable with Quick Release Connector > Cable Length = 25ft Cable "> Linkage = SS mounting hardware to mount to 36"" Keystone AR2 Butterfly Valve" > Warranty = Five (5) Year Warranty on REXA Actuator > Start-up Assistance	4	51,191.25	204,765.00
Shipping		3	1,000.00	3,000.00

ETA: 12 WKS ARO

TOTAL

\$207,765.00

Note:

- 1) Should an order result, please make PO out to PRO-CO & email to: itaylor@pro-co.com, dtorres@pro-co.com.
- 2) Freight or Sales Tax not included in quotation, but will be incurred at time of billing.

Accepted By

Accepted Date

RESOLUTION NO. 2026-002

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

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

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

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

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

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

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a Regular Meeting assembled on the 13th day of January, 2026.

Michael C. Blake, Mayor

ATTEST:

Monica Arsenault, CMC, City Clerk

EXHIBIT “A”

To Resolution No. 2026-002

The City Manager recommends that the competitive bidding requirement be waived, by reason of sole source, for the purchase of REXA Valve Actuators at the Dyal Water Treatment Plant.

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

Stockton Whitten
City Manager



December 19, 2025

City of Cocoa, FL
Water Department
Claude Dyal WTP

REXA Actuators
Proprietary Product

REXA Actuators, manufactured solely by REXA, Inc. outside of Boston, MA, are the industry standard for providing reliable & accurate process control. These benefits are achieved through a proprietary technology that only REXA Actuators employ, called the REXA Flow Match Valve. This hydraulic circuit allows a REXA to evenly transfer fluid volumes into and out of hydraulic cylinders, without any volume differentials. The result is a hydraulic fluid metering system that eliminates the need for volume make-up reservoirs. No other manufacturer of this type of actuator exists. All other commonly used hydraulic actuators have volume metering differentials that are addressed using a make-up reservoir. The use of such reservoirs introduces the requirement for periodic oil maintenance, aimed at keeping the oil in the hydraulic system clean and free of contaminants / breakdown. All other hydraulic systems suffer maintenance problems and high cost of ownership, that stems from their attempts to maintain the integrity of the oil in the system. Only the REXA Flow Match System has a 30+ year proven track record of solving this issue.

A REXA requires no oil maintenance, due to the lack of a volume make-up reservoir. The result is that a REXA hydraulic actuator can deliver superior performance and long-term reliability without the hefty costs of periodic, preventative maintenance required to keep the oil clean. All REXA Actuators are custom engineered and made to order. As such, REXA Actuators are only supported directly by REXA, Inc. or via authorized sales representatives.

Specific to the supply of REXA products for the Claude Dyal WTP, the current authorized provider is Pro-CO, Inc. based out of Winter Springs, FL.

Should you have any questions regarding the support and distribution of REXA products, please feel free to contact us directly.

Erik Saitta

Global Head
Water, Wastewater & Hydro

4 Manley Street, West Bridgewater, MA 02379
Tel: 508-436-7152 | Cell: 617-694-9797
Email: esaitta@rexa.com | web: www.rexa.com



Rely on REXA



PRO-INC-05

LSCHONNEVALD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/25/2025

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 Hub International Florida 1560 Orange Avenue Suite 750 Winter Park, FL 32789	CONTACT NAME: PHONE (A/C, No, Ext): (407) 644-8689 FAX (A/C, No): (407) 644-9934 E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE INSURER A : Hartford Casualty Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
INSURED Pro-Co, Inc. 910 Belle Avenue, Ste 1000 Winter Springs, FL 32708-2968	NAIC # 29424

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 ☐ PRO-JECT ☐ LOC OTHER:	X		21SBAFM2479	7/27/2025	7/27/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			21SBAFM2479	7/27/2025	7/27/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Cocoa is named as Additional Insured with respect to the General Liability as required by written contract, subject to all policy terms, conditions, limitations and exclusions.

CERTIFICATE HOLDER

CANCELLATION

City of Cocoa 351 Shearer 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
---	---



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/16/2025

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 Marsh Affinity a division of Marsh USA LLC. PO BOX 14404 Des Moines, IA 50306-9686	CONTACT NAME: Marsh Affinity	
	PHONE (A/C, No, Ext): 800-743-8130	FAX (A/C, No):
INSURED ADP TotalSource CO XXI, Inc. 5800 Windward Parkway Alpharetta, GA 30005 Alternate Employer: Pro-Co Incorporated 910 Belle Ave STE 1000 Winter Springs, FL 32708	E-MAIL ADDRESS: ADPTotalSource@marsh.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Illinois National Ins Co	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		
NAIC # 23817		

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
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$
	☐ POLICY ☐ PRO JECT ☐ LOC						\$
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	☐ DED ☐ RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER X STATUTE ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N					E.L. EACH ACCIDENT \$ 2,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	☒ N	N/A	WC 063528456 FL	07/01/2025	07/01/2026	E.L. DISEASE - EA EMPLOYEE \$ 2,000,000
							E.L. DISEASE - POLICY LIMIT \$ 2,000,000

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

All worksite employees working for Pro-Co Incorporated paid under ADP TOTALSOURCE, INC.'s payroll, are covered under the above stated policy. Pro-Co Incorporated is an alternate employer under this policy. Proprietor/Partner/Executive Officer/Member are not excluded as long as they are in the ADPTs payroll or have completed the SEI Participation Addendum.

CERTIFICATE HOLDERCity of Cocoa
ATTN: Katrina Combs
351 Shearer Blvd
Cocoa, FL 32922**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jo Phillips

ACORD 25 (2016/03)

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CITY COUNCIL AGENDA ITEM

Memo Date: December 15, 2025
Agenda Date: January 13, 2026
File ID: 2025-1213
Prepared By: Katrina Combs, Utilities Administrative Technician
Through: James Mitchell, Water Treatment Manager
John Walsh, Utilities Director
Requested Action: To Approve an award to Thatcher Chemical of Florida, Inc. for the supply and delivery of Ammonium Sulfate under Solicitation No. B-25-01-BCPEPC; Authorize the City Manager to execute the Second Amendment to Agreement B-25-01-BCPEPC-F, Execute related amendments and purchase orders up to the approved chemical budget amount.

BACKGROUND:

On August 2, 2024, the City of Cocoa issued Solicitation No. B-25-01-BCPEPC through the Brevard County Public Entity Purchasing Cooperative for the supply and delivery of various water and wastewater treatment chemicals, including Ammonium Sulfate and Ferric Sulfate. Multiple vendors responded to the solicitation, and contracts were awarded based on lowest responsive and responsible bids. These original awards were approved by City Council on September 10, 2024.

Thatcher Chemical of Florida, Inc. was awarded a contract under this solicitation for the supply and delivery of Ferric Sulfate. Univar Solutions USA, LLC was awarded the contract for Ammonium Sulfate. However, due to poor performance and failure to meet contractual obligations, the City terminated its agreement with Univar effective December 4, 2025.

As the second-lowest bidder for Ammonium Sulfate, Thatcher Chemical of Florida, Inc. has confirmed they will honor the pricing and terms of their August 27, 2024, bid submission. Staff recommends that City Council award the contract to Thatcher as the next lowest responsive and responsible bidder from the initial solicitation.

To facilitate this transition, the City has prepared a Second Amendment to Agreement B-25-01-BCPEPC-F with Thatcher Chemical of Florida, Inc. This amendment expands the scope of the existing agreement to include the supply and delivery of Ammonium Sulfate, in addition to Ferric Sulfate. The pricing for Ammonium Sulfate is set at \$2.54 per gallon for the initial term (October 1, 2024 – September 30, 2025), and \$2.667 per gallon for the first renewal term (October 1, 2025 – September 30, 2026), reflecting a 5% increase.

This contract is part of the Brevard County Public Entity Purchasing Cooperative and will be available for use by all participating cooperative members.

Staff recommends awarding the Ammonium Sulfate portion of Solicitation B-25-01-BCPEPC to Thatcher Chemical of Florida, Inc. as the next lowest responsive and responsible bidder following the termination of Univar Solutions USA, LLC.

Staff further recommends that the City Council authorize the City Manager to execute the Second Amendment to Agreement B-25-01-BCPEPC-F and to issue purchase orders up to the approved FY26 chemical budgeted amount and to execute any further amendments to the contract.

PRIORITY AREA CONNECTION:

BUDGETARY IMPACT:

Budgeted? Yes

Source/Use of Funds

Account Number 421-4020-536.52-09 Dyal WTP

Amount \$175,136.94

If a P.O. Change Order is involved, please complete the following: 1 change order the ECP PO#84452/REQ#50841

Change Order Amount: \$175,136.94 (Money from Univar PO#54132/REQ#50431)

Original Purchase Order Amount: \$60,000.00

New Purchase Order Amount: \$235,136.94

For this Agenda Item note Prior Change Order Information:

Total Number of change orders to date: 0

Total amount in change orders to date: \$0.00

PREVIOUS ACTION:

On September 2nd, 2025 Agenda 2025-881 accepted 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.

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

RECOMMENDED MOTION:

To Approve an award to Thatcher Chemical of Florida, Inc. for the supply and delivery of Ammonium Sulfate under Solicitation No. B-25-01-BCPEPC; Authorize the City Manager to execute the Second Amendment to Agreement B-25-01-BCPEPC-F, Execute related amendments and purchase orders up to the approved chemical budget

amount.



PURCHASING

65 Stone Street • Cocoa, FL 32922

PHONE: (321) 433-8833

EMAIL: purchasing@cocoafl.gov

**CITY OF COCOA
SECOND AMENDMENT TO SERVICE AGREEMENT
B-25-01-BCPEPC-F**

THIS SECOND AMENDMENT TO SERVICE AGREEMENT B-25-01-BCPEPC-F (“Second Amendment”) is made and entered on this 16th day of December, 2025, by and between the **CITY OF COCOA**, a Florida municipal corporation headquartered at 65 Stone Street, Cocoa, Florida 32922, and **THATCHER CHEMICAL OF FLORIDA, INC.**, a Florida corporation with its principal place of business at 245 Hazen Rd., DeLand, Florida 37720 (“Contractor”) and is effective beginning **December 9, 2025 (the “Effective Date”)**.

RECITALS

WHEREAS, the City of Cocoa previously issued Solicitation No. B-25-01-BCPEPC on August 2, 2024, for the supply and delivery of various water treatment chemicals, including but not limited to Ammonium Sulfate; and

WHEREAS, Thatcher Chemical of Florida, Inc., submitted a responsive bid on August 27, 2024, and was awarded Contract No. B-25-01-BCPEPC-F for the supply and delivery of Ferric Sulfate; and

WHEREAS, the City awarded a contract under the above-described solicitation to the Contractor, and the City and Contractor entered into that certain Service Agreement B-25-01-BCPEPC-F for Water and Wastewater Treatment Chemicals on September 10, 2024 (the “Agreement”); and

WHEREAS, the City and Contractor executed Amendment No. 1 on February 20, 2025, renewing the Agreement for an additional twelve (12) months to extend the term of the Agreement to run from October 1, 2025, through September 30, 2026 (“First Amendment”); and

WHEREAS, under the same solicitation, the City also awarded a contract for Ammonium Sulfate to Univar Solutions USA, LLC; and

WHEREAS, the City has terminated its agreement with Univar Solutions USA, LLC, effective December 04, 2025, for the delivery of Ammonium Sulfate, and the City’s purchasing

policies allow the City to utilize the next lowest responsive bid for the solicitation in the event of contract termination; and

WHEREAS, Thatcher Chemical of Florida, Inc. was the next lowest responsive and responsible bidder for Ammonium Sulfate under the original solicitation and has agreed to honor the pricing and terms set forth in their response to the City's original solicitation for water and wastewater treatment chemicals; and

WHEREAS, having terminated its previous agreement for the supply and delivery of Ammonium Sulfate, the City now desires to amend its existing agreement with Thatcher Chemical of Florida, Inc. to include the supply and delivery of Ammonium Sulfate, based on the pricing and terms submitted in their original bid.

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

1. Recitals.

The above recitals are true and correct and are incorporated herein as a part of this Second Amendment.

2. Scope Expansion.

The scope of Contract No. **B-25-01-BCPEPC-F** is hereby amended to include the **supply and delivery of Ammonium Sulfate**, in addition to Ferric Sulfate, in accordance with the terms and conditions of the Service Agreement B-25-01-BCPEPC-F dated September 10, 2024, the First Amendment to Service Agreement B-25-01-BCPEPC-F, the City's Solicitation No. B-25-01-BCPEPC, and Thatcher Chemical of Florida, Inc.'s bid dated August 27, 2024.

3. Pricing and Term.

The unit price for Ammonium Sulfate shall be as follows:

- **Initial Term (10/1/2024 – 9/30/2025):** \$2.54 per gallon.
- **First Renewal Term (10/1/2025 – 9/30/2026):** \$2.667 per gallon (reflecting a 5% increase from the Initial Term).

4. All Other Terms Unchanged

All other terms, conditions, and specifications of the original Agreement and all prior Amendments not modified by this Second Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

**THATCHER CHEMICAL OF
FLORIDA, INC.**

CITY OF COCOA

By: Michael T Mitchell
(Print Name)

By: Stockton Whitten
(Print Name)

President
(Title)

City Manager
(Title)

 16 DEC 2025
Signature / Date

Signature / Date

Attest: _____
Monica Aresenault, CMC City Clerk

CC: James Mitchell, Water Treatment Manager, City of Cocoa
Brian Dale, Procurement and Budget Manager, City of Cocoa



CITY OF COCOA

SERVICE CONTRACT

B-25-01-BCPEPC

WATER AND WASTEWATER TREATMENT CHEMICALS

Award: B-25-01-BCPEPC-F
Supplier: Thatcher Chemical of Florida
Products: Ferric Sulfate



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

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SERVICE AGREEMENT
B-25-01-BCPEPC- F

WATER AND WASTEWATER TREATMENT CHEMICALS

THIS AGREEMENT ("Agreement") is made the 10th day of September, 2024, by and between the City of Cocoa, headquartered at 65 Stone Street, Cocoa, FL, 32922, hereinafter referred to as "BUYER," and Thatcher Chemical of Florida, Inc., with its principal place of business located at 245 Hazen Road, Deland, FL 32720-3967, hereinafter referred to as "SERVICE PROVIDER."

RECITALS:

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

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

WHEREAS, SERVICE PROVIDER and BUYER are hereby bound by the terms and conditions of this Agreement. BUYER and SERVICE PROVIDER are hereby also bound by the terms and conditions of the Invitation to Bid ITB B-25-01-BCPEPC, attached hereto as **Exhibit "A"** and incorporated by reference; and by the SERVICE PROVIDER's Response, attached hereto as **Exhibit "B"** and incorporated by reference; and

WHEREAS, SERVICE PROVIDER comply with Federal, State, and local regulations regarding the transportation and delivery of hazardous chemicals; and

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

WHEREAS, the Contract will provide that Brevard County Public Entity Purchasing Cooperative members or any state and local governmental entities may make purchases at prices indicated in the Contract.

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

SECTION ONE NATURE OF WORK

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

SECTION TWO PLACE OF WORK

SERVICE PROVIDER agrees to come to the locations described in **Exhibit "A,"** or such other places as reasonably designated by the BUYER, to perform the Services as necessary. SERVICE PROVIDER shall be responsible for coordinating access to the location where the Services will be performed and all necessary meeting, set-up, staging or workstation space with the BUYER's representative. SERVICE PROVIDER shall additionally follow all security protocols deemed necessary by the BUYER as determined in its sole discretion. As part of the Services, SERVICE PROVIDER will be responsible for safekeeping all keys, access codes, combinations, access cards, personal identification numbers, passwords, and similar security codes and identifiers issued to SERVICE PROVIDER's employees, agents, or subcontractors, as applicable. SERVICE PROVIDER agrees to require its employees to promptly report a lost or stolen access device or information. BUYER or its affiliates shall at all times have the right to review or observe the Services performed by SERVICE PROVIDER. No inspection, review, or observation shall relieve SERVICE PROVIDER of its responsibility under this Agreement.

SECTION THREE TIME DEVOTED TO WORK

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

SECTION FOUR PAYMENT

SERVICE PROVIDER will be compensated as set forth in SERVICE PROVIDER'S Bid Price Schedule, which is found in **Exhibit "B"** SERVICE PROVIDER'S Response to ITB B-25-01-BCPEPC. Pursuant to **Exhibit "A,"** delivery shall be FOB to the BUYER's destination. Payments shall be due and payable as provided by the Florida Local Government Prompt Payment Act s. 218.70 et. seq., Florida Statutes. All Services provided to the BUYER must be described upon the Service Provider's invoice with sufficient clarity for the BUYER to easily identify and confirm the Services having been provided. All invoice entries shall clearly indicate the type of Service rendered, identify the SERVICE PROVIDER's employee who rendered such Service, and note the appropriate charge and hourly rate, if applicable. If upon the request of the BUYER, SERVICE PROVIDER agrees to perform additional services hereunder, the BUYER shall pay SERVICE PROVIDER for the performance of such additional services an additional amount (in addition to all other amounts payable under this Agreement) based on a mutually agreed upon addendum to

this Agreement providing for such additional fee and services, executed by the parties to this Agreement. The BUYER shall not be responsible for the payment of any additional services provided by SERVICE PROVIDER unless the description of said services has been set forth in the aforementioned addendum and the addendum has been approved by the BUYER in accordance with the BUYER's purchasing policies and procedures.

SECTION FIVE TERM

The term shall commence on October 1, 2024. ("Commencement Date"). The initial term of the Agreement shall be for one (1) year with the option to extend for three (3) additional one (1) year periods. The BUYER's may exercise a renewal option, subject to SERVICE PROVIDER'S agreement to the renewal, by providing the SERVICE PROVIDER with at least thirty (30) days written notice in advance of the anniversary of the Commencement Date. Renewals shall be made upon mutual agreement of the Parties and upon the same terms described herein.

The pricing shall remain fixed for the initial term. Following the initial term the fixed prices may be adjusted upward or downward on a yearly basis based on changes to the following price index:

Producer Price Index (PPI), Chemicals and Allied Products-Synthetic Ammonia, Nitric Acid and Ammonium Compounds, Not Seasonally Adjusted. Series ID: WPU0652013A.

It is the SERVICE PROVIDER's responsibility to request any pricing adjustments under this provision. Pricing adjustments will be considered yearly on the contract effective date. For any adjustment to be considered, the SERVICE PROVIDER's request for adjustment should be submitted to the BUYER's Purchasing Division, no less than 90 calendar days prior to the anniversary date. The SERVICE PROVIDER's adjustment request may not be in excess of the relevant documented pricing index.

Any adjustment request received after 90 calendar days from the anniversary date may not be considered. If no adjustment request is received from the awarded bidder, the Buyer will assume that the awarded bidder has agreed that the next 12 month period will be without any upward price adjustment. The BUYER reserves the right to negotiate lower pricing based on market research information or other factors that influence price. The Buyer reserves the right to apply any reduction in pricing for the next 12 month period based on the downward movement of the appropriate index.

The SERVICE PROVIDER's price is inclusive of all costs, charges, and fees involved in providing the specified products. Additional charges of any kind added to the invoice submitted by the SERVICE PROVIDER is prohibited.

**SECTION SIX
STATUS OF SERVICE PROVIDER**

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

**SECTION SEVEN
INDEMNIFICATION**

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

For purposes of this indemnification only, SERVICE PROVIDER shall indemnify the BUYER for claims made by the employees of SERVICE PROVIDER, and SERVICE PROVIDER hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. This waiver has been specifically and mutually negotiated by the parties.

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

This indemnification paragraph shall survive the termination of this Agreement until such time as all pending claims between the parties have been settled, or if no such pending claims, until such

time as all applicable statute of limitation time periods have expired with respect to the work performed by SERVICE PROVIDER pursuant to this Agreement.

SECTION EIGHT TERMINATION

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

SECTION NINE PUBLIC RECORDS

- A. Pursuant to Section 119.0701, Florida Statutes, and other applicable public records laws (collectively, the "Public Records Laws"), SERVICE PROVIDER agrees that any records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission, of SERVICE PROVIDER related, directly or indirectly, to the services provided to the BUYER under this Agreement and made or received pursuant to law or ordinance or in connection with the transaction of official business by the BUYER, may be deemed to be a public record under and pursuant to the Public Records Laws, whether in the possession or control of the BUYER or the SERVICE PROVIDER. If and to the extent said records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission of SERVICE PROVIDER are subject to the provisions of Chapter 119, Florida Statutes, or other Public Records Laws (records subject to the Public Records Laws are herein referred to as "public records"), they may not be destroyed without the specific written approval of the BUYER's designated custodian of public records. All books, cards, registers, receipts, documents, and other papers in connection with this Agreement shall at any and all reasonable times during the normal working hours of the SERVICE PROVIDER be open and freely exhibited to the BUYER

for the purpose of examination and/or audit. Notwithstanding anything herein to the contrary, the parties agree to maintain the confidentiality of any and all records or documents from third party disclosure that are deemed confidential and/or exempt from public records disclosure pursuant to federal or state law, including, but not limited to, under the Health Insurance Portability and Accountability Act of 1996 and related HIPAA Privacy Rules.

IF THE SERVICE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SERVICE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE BUYER'S CUSTODIAN OF PUBLIC RECORDS.

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

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

- B. All documents, including but not limited to, drawings, specifications and data or programs stored electronically or otherwise, prepared by the SERVICE PROVIDER and its independent contractors and associates pursuant to this Agreement or related exclusively to the Services described herein shall be owned by the CITY and may be reused by the CITY for any reason or purpose at any time. However, the CITY agrees that the aforesaid documents are not intended or represented to be suitable for reuse by the City or others on any undertaking other than the Work outlined in this Agreement. Any reuse for an undertaking other than for the Work without verification or adaptation by the SERVICE PROVIDER, or its independent contractors and associates if necessary, to specific purposes intended will be at the CITY's sole risk and without liability or legal exposure to the SERVICE PROVIDER.
- C. The City and the SERVICE PROVIDER agree that upon payment of fees due to the SERVICE PROVIDER by the CITY for a particular design, report, inventory list, compilation, drawing, specification, model, recommendation, schedule, or otherwise, said design, report, inventory list, compilation, drawing, specification, technical data, recommendation, model, schedule, and other instrument produced by the SERVICE PROVIDER, as applicable, in the performance of this Agreement, or any Work hereunder, shall be the sole property of the CITY, and the CITY is vested with all rights therein. The SERVICE PROVIDER waives all rights of copyright in said design, report, inventory list, compilation, drawing, specification, technical data, recommendation, model, schedule, and other instrument produced by the SERVICE PROVIDER in the performance of this Agreement, and hereby assigns and conveys the same to the CITY whether in the possession or control of the SERVICE PROVIDER or not.

- D. Notwithstanding any provisions to the contrary contained in this Agreement, the SERVICE PROVIDER shall retain sole ownership to its preexisting information not produced and paid for by the CITY under this Agreement including, but not limited to, computer programs, software, standard details, figures, templates and specifications

SECTION TEN INSURANCE

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

- a. The SERVICE PROVIDER shall maintain comprehensive general liability insurance in the minimum amount of \$1,000,000 as the combined single limit for each occurrence and \$2,000,000 general aggregate with a deductible not less than \$5,000 unless otherwise approved in writing by the City Manager to protect the SERVICE PROVIDER from claims of property damages which may arise from any Work performed under this Agreement whether such Work are performed by the SERVICE PROVIDER or by anyone directly employed by or contracting with the SERVICE PROVIDER.
- b. The SERVICE PROVIDER shall maintain comprehensive automobile liability insurance in the minimum amount of \$1,000,000 combined single limit bodily injury and minimum \$1,000,000 property damage as the combined single limit for each occurrence to protect the SERVICE PROVIDER from claims for damages for bodily injury, including wrongful death, as well as from claims from property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the SERVICE PROVIDER or by anyone directly or indirectly employed by the SERVICE PROVIDER.
- c. The SERVICE PROVIDER shall maintain, during the life of this Agreement, adequate Workers' Compensation Insurance in at least such amounts as are required by law and Employer's Liability Insurance in the minimum amount of \$1,000,000 for all of its employees performing Work for the CLIENT pursuant to this Agreement.
- d. THE SERVICE PROVIDER shall maintain Pollution Liability Insurance coverage, which covers any and all losses caused by pollution conditions (including sudden and non-sudden pollution conditions) arising from the Services being performed pursuant to this Agreement, in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 per general aggregate.

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

SECTION ELEVEN NOTICES

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

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

For SERVICE PROVIDER:

COMPANY NAME: Thatcher Chemical of Florida, Inc.
ADDRESS: P. O. Box 27407
Salt Lake City, UT 84127-0407
ATTENTION Michael T. Mitchell, President

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

SECTION TWELVE

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City of Cocoa
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E-VERIFY

1. Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, SERVICE PROVIDER shall register with and use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all employees hired on and after January 1, 2021.
2. Subcontractors
 - (i) SERVICE PROVIDER shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
 - (ii) SERVICE PROVIDER shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes.
 - (iii) SERVICE PROVIDER shall provide a copy of all subcontractor affidavits to the City upon receipt and shall maintain a copy for the duration of the Agreement.
3. SERVICE PROVIDER must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the SERVICE PROVIDER stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system.
4. Failure to comply with this provision is a material breach of the Agreement, and shall result in the immediate termination of the Agreement without penalty to the CITY. To the extent provided by Florida law, SERVICE PROVIDER shall be liable for any additional costs incurred by the CITY as a result of the termination of the Agreement.

SECTION THIRTEEN MISCELLANEOUS

1. As an independent contractor, SERVICE PROVIDER shall pay all expenses in connection with its consulting business and SERVICE PROVIDER will not incur any indebtedness on behalf of CITY with this AGREEMENT.
2. Should either party bring an action to enforce any of the terms of this Agreement, each party shall bear its own costs and expenses of such action including, but not limited to, reasonable attorney's fees, whether at settlement, trial or on appeal.
3. This Agreement shall constitute the entire Agreement between the parties relative to the transaction contemplated herein and neither this Agreement nor any term or provision hereof

may be waived, except by an instrument in writing executed by the CITY and SERVICE PROVIDER.

4. This Agreement shall be interpreted and enforced in accordance with the laws of the State of Florida, and the venue for any action brought or arising out of this Agreement shall be Brevard County, Florida for state court actions and Orlando, Florida for federal court actions.
5. Should any term or provision of this Agreement be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this Agreement, to the extent that the Agreement shall remain operable, enforceable and in full force and effect to the extent permitted by law.
6. This Agreement may be amended, extended, or renewed only with the written approval of the parties. There shall be no modification of this agreement without a writing.
7. This Agreement states the entire understanding and agreement between the parties and supersedes any and all written or oral representations, statements, negotiations, or agreements previously existing between the parties with respect to the subject matter of this Agreement, save for the representations which are attached to this Agreement as Exhibits. The SERVICE PROVIDER recognizes that any representations, statements or negotiations made by CITY staff do not suffice to legally bind the CITY in a contractual relationship unless they have been reduced to writing and signed by an authorized CITY representative. This Agreement shall inure to the benefit of and shall be binding upon the parties, their respective assigns, and successors in interest.
8. CITY and SERVICE PROVIDER each represent that they have both shared equally in drafting this Agreement and no party shall be favored or disfavored regarding the interpretation of this Agreement in the event of a dispute between the parties.
9. The CITY intends to avail itself of the benefits of Section 768.28, Florida Statutes and any other statutes and common law governing sovereign immunity to the fullest extent possible. Neither this provision nor any other provision of this Agreement shall be construed as a waiver of the CITY's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the CITY's potential liability under state or federal law. SERVICE PROVIDER agrees that CITY shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, CITY shall not be liable for any claim or judgment, or portion thereof, to any one person for over two hundred thousand dollars (\$200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds three hundred thousand dollars (\$300,000.00). Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any

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claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. This paragraph shall survive termination of this Agreement.

10. The SERVICE PROVIDER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the SERVICE PROVIDER, to solicit or secure this Agreement, and that it has not paid or agreed to pay any CITY employee or official, person, company, corporation, individual, or firm, other than a bona fide employee working solely for the SERVICE PROVIDER, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.
11. SERVICE PROVIDER shall not assign or subcontract this Agreement or any rights or any monies due or to become due hereunder without the prior, written consent of CITY. Unless specifically stated to the contrary in any written consent to any assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than CITY and SERVICE PROVIDER, and all duties and responsibilities under this Agreement will be for the sole and exclusive benefit of CITY and SERVICE PROVIDER and not for the benefit of any other party.
12. Precautions shall be exercised at all times for the protection of all persons (including the CITY's employees) and property. The safety provisions of all applicable laws, regulations, and codes shall be observed. Hazards arising from the use of vehicles, machinery, and equipment shall be guided or eliminated in accordance with the highest accepted standard of safety. SERVICE PROVIDER shall be solely and absolutely responsible and assume all liability for the safety and supervision of its principals, employees, contractors, and agents while performing Services provided hereunder.
13. SERVICE PROVIDER shall comply with all requirements of federal, state, and local laws, rules, regulations, standards, and/or ordinances applicable to the performance of services under this Agreement and the incorporated Exhibits. SERVICE PROVIDER shall also secure and maintain any and all permits and licenses required to complete this agreement. SERVICE PROVIDER shall comply with all safety regulations outlined in **Exhibit "B."** SERVICE PROVIDER shall ensure, as provided in **Exhibit "B,"** that all Material Safety Data Sheet (MSDS) documentation is appropriately furnished to CITY in compliance with Chapter 442, Florida Statutes. SERVICE PROVIDER shall ensure compliance with all federal, state, and local laws, related to the delivery, transportation, and handling of the chemical or chemicals which SERVICE PROVIDER is providing to CITY.
14. In the event that the chemicals provided by SERVICE PROVIDER to CITY should spill, leak, or otherwise breach containment during delivery or transport, SERVICE PROVIDER shall be responsible for cleanup. SERVICE PROVIDER shall comply with all applicable federal, state,

and local regulations related to the cleanup of the provided chemicals. Cleanup services shall be provided at no additional cost to CITY.

15. SERVICE PROVIDER shall agree to provide technical assistance, as needed, regarding the application of its product, and disposal and handling of the residual produced by the application of its product, as applicable. SERVICE PROVIDER shall provide this assistance at no charge to the CITY. SERVICE PROVIDER shall provide technical research and reports as requested by the Water Department at no additional cost to CITY.
16. This Agreement is subject to the annual appropriations of funds by the City Council. The CITY has a right to cancel this contract for fiscal non-funding.
17. Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood; windstorm; explosion; riot; war; sabotage; strikes (except involving SERVICE PROVIDER's labor force); extraordinary breakdown of or damage to CITY's affiliates' generating plants, their equipment, or facilities; court injunction or order; federal and/or state law or regulation; or order by any regulatory agency, provided that prompt notice of such delay is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes. If any circumstance of Force Majeure remains in effect for sixty days, either party may terminate this Agreement.
18. SERVICE PROVIDER acknowledges that its employees and agents will behave in an appropriate manner while on any CITY property and while on any residential or commercial private property relating to the performance of Services in accordance with this Agreement and shall, at all times, conduct themselves in a manner consistent with CITY policies and within the discretion of the City Project Manager or designee. Professional and personal conduct of SERVICE PROVIDER's staff shall conform to CITY's personnel policies. It is a breach of this Agreement for any agent or employee of SERVICE PROVIDER to behave in a manner which is inconsistent with good conduct or decorum or to behave in any manner that will disrupt the functioning of the CITY or constitute any level of threat to the safety, health, and well-being of any citizen, invitee, licensee, agent or employee of the CITY. SERVICE PROVIDER agrees to immediately remove any agent or employee if directed to do so by the City Project Manager or designee.
19. SERVICE PROVIDER shall acquire no rights under the Agreement to, and shall not use, the name of the CITY, either alone or in conjunction with or as part of any other name, word, mark, picture, logo, design, and/or trademark (collectively "City Marks") in any of Service Provider's advertising, publicity or promotion; to express or imply any endorsement by the City of its Services; or in any other manner (whether or not similar to the uses hereinabove specifically prohibited) without the prior review and written approval by the CITY, except as expressly permitted herein. No advertisement, publication, or other use of City Marks shall be

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published or otherwise promulgated by SERVICE PROVIDER without City's prior inspection and written approval. This clause shall survive the expiration or sooner termination of this Agreement.

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

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

Service Provider agrees to notify City within thirty (30) days after the occurrence of any of the events, actions, debarments, proposals, declarations, exclusions, convictions, judgment, indictments, informations, or terminations as described above, with respect to Service Provider or its principals.

21. In case of any inconsistency in any of the documents bearing on the Agreement between the CITY and the SERVICE PROVIDER, the inconsistency shall be resolved by giving precedence in the following order:

- A. Addenda or change orders to this Agreement subsequent to the Effective date of this Agreement;
- B. This Agreement;
- C. Exhibits to this Agreement.

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

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

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

SERVICE PROVIDER:

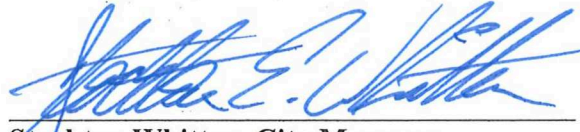


Printed Name: **Michael T. Mitchell**

Title: **President**

Date: **August 21, 2024**

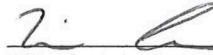
CITY OF COCOA:



Stockton Whitten, City Manager

Date: **9/20/2024**

ATTEST:



Monica Arsenault, City Clerk, CMC



EXHIBIT A
Invitation to Bid B-25-01-BCPEPC

EXHIBIT B
Bidder Response

INVITATION TO BID

COOPERATIVE SOLICITATION

Brevard County Public Entity Purchasing Cooperative	City of Cocoa (Lead Agency)
	

B-25-01-BCPEPC

**WATER AND WASTEWATER
TREATMENT CHEMICALS**

Publish Date August 2, 2024



Brevard County • Canaveral Port Authority • Cape Canaveral • Cocoa •
Cocoa Beach • Melbourne • Melbourne Beach • Palm Bay • Rockledge •
School Board of Brevard County • Titusville

TO OUR PROSPECTIVE CONTRACTORS:

The attached Invitation for Bid or Request for Proposal represents a cooperative procurement for the Brevard County Public Entity Purchasing Cooperative.

Local Governmental entities within the Brevard County area, currently consisting of 12-members, have entered into an Interlocal Agreement to create a Cooperative Purchasing group within our geographical area. The Brevard County Public Purchasing Cooperative was formed in an effort to develop cooperative relationships among its participants for the purpose of seeking responses to solicitations which may result in lower costs to group participants on commonly used commodities, better quality of products and lower administrative costs.

The government entities participating in this particular procurement and their respective delivery locations are listed in the attached document.

Brevard County Public Entity Purchasing Cooperative Procurement Operational Procedures:

- All questions concerning this procurement should be addressed to the issuing agency, hereinafter referred to as the "Lead Entity". All responses are to be returned in accordance with the instructions contained in the attached document.
- The solicitation specifications, terms and conditions shall be the controlling document. Each participating governmental entity will be responsible for awarding the contract, issuing its own purchase orders, and for order placement. Each entity will require separate billings, be responsible for payment to the Contractor(s) awarded this contract and issue its own tax exemption certificates as required by the Contractor.
- Invoicing instructions and delivery locations will be in accordance with the respective entity requirements.
- Any reference in the documents to a single entity or location will, in fact, be understood as referring to all participating entities referenced in the documents and cover letter unless specifically noted otherwise.
- The Contractor(s) shall furnish the Lead Entity a detailed Summary of Sales semi-annually during the contract period. Sales Summary shall include Agency name, contract number(s), contractor's name, the total of each commodity sold during the reporting period and the total dollar amount of purchases by commodity.
- Municipalities and other governmental entities which are not members of the Brevard County Public Entity Purchasing Cooperative may utilize any contract awarded by the Brevard County Public Entity Purchasing Cooperative. Public Entity Purchasing Cooperative members may participate in their contract for new usage, during the contract term, or in any contract extension term, if approved by the lead entity.
- None of the participating governmental entities shall be deemed or construed to be a party to any contract executed by and between any other governmental entity and the Contractor(s) as a result of this procurement action. [OBJ]

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INVITATION TO BID

Issuance | Release Date: August 2, 2024

To: All Prospective Bidders

From: Brian Dale, Purchasing Manager

SECTION 1 INTRODUCTION

The City of Cocoa acting as the lead agency, on behalf of the Brevard County Public Entity Purchasing Cooperative (BCPEPC) is accepting sealed bids from all licensed, qualified firms or individuals interested in supplying and delivering water treatment chemicals or related material as described in this Invitation to Bid (ITB). The City of Cocoa intends to make multiple awards to the lowest and best bidder for each of the chemicals listed below. Once awarded, any Brevard County Public Entity Purchasing Cooperative member, or any other governmental entity, collectively referred to herein as BUYER, may purchase from this contract.

1.1 SUMMARY OF PROJECT

Furnish all materials, service, equipment, and labor required for one or more of the following water and wastewater treatments chemicals: Quicklime, Soda Ash, Anhydrous Ammonia, Hydrofluosilic Acid, Carbon Dioxide, Ferric Sulfate, Liquid Oxygen, Ammonium Sulfate, Wisprofloc-N Starch, Liquid Aluminum Sulfate

Detailed specifications and requirements for each chemical can be found in section five of this announcement. BCPEPC member delivery addresses are provided in the tables below for informational purposes only. Actual quantities will be determined by the member entity upon placing an order. Member participation may vary.

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

1.2 GENERAL DELIVERY REQUIREMENTS

1. Contractor(s) warrants that chemicals provided as a result of this RFP:
 - a. Conform to the most current NSF 60/61 and/or ANSI/AWWA standards for water
 - b. Conform to the additional specific chemical specifications contained herein
 - c. Are free from impurities of any kind
2. If at any time, any chemical supplied by the Contractor(s) fails to conform to the specifications of the utilizing agency, then the Contractor shall at no additional cost to the Buyer promptly replace with item that meets specifications.
3. DELIVERY TIME: Chemicals are to be delivered on an as-needed basis to the MEMBER further referred to as BUYER, placing the order within three days **(72 hours)** of order by the operations staff including weekends and holidays, unless otherwise agreed upon at time of order.
4. Delivery Locations as listed in the announcement or as agreed by Purchase Order.

1.3 DELIVERY INSTRUCTIONS:

1. The Contractor shall be responsible for unloading chemicals with the supervision of plant personnel (pre-inspection of unloading facility is highly recommended). The Contractor shall provide a weight ticket with each delivery, which shows the weight of the chemical on the truck delivering the bulk shipment and the number of gallons. The Contractor shall provide a delivery truck with the capability of unloading the chemical using the truck air supply.
2. The Contractor shall insure all hoses used in unloading of chemicals are in good condition. Any unauthorized discharge of chemical during the unloading process shall be contained and disposed of by the Contractor in accordance with all safety guidelines.
3. The Contractor(s) guarantees the delivery of chemicals within the prescribed delivery schedule of the Buyer. Failure to deliver at the time specified, or as amended in writing by the Buyer or failure to make replacements of rejected chemicals shall constitute a breach of contract.
4. All deliveries under this contract shall be accompanied by a receiving ticket that shall be supported by a minimum of:
 - Contractor(s) Name
 - Purchase Order and Call Order Number (release number)
 - Date of Delivery and Date of Order
 - Materials Furnished
 - Quantity, unit price and extension of each item, and total in accordance with the contract
 - Name of authorized representative ordering supplies
5. A Contractor's delivery ticket will be signed in duplicate by the Contractor's designated representative. One copy will be given to the employee signing for the delivery and a second copy will be retained by the Contractor. If required by the Buyer, the Contractor(s) will call the treatment facility prior to delivery and shall provide advance information as required by the Buyer which may include a copy of the driver's license, a chemical shipping itinerary sheet with the manifest numbers or other pertinent information.
6. The following MSDS related documentation must be furnished to the Buyer upon request:

- A copy of the most current MSDS Report for each chemical your firm is offering pricing must be provided prior to award.
- National Sanitation Foundation certification for the quoted chemical.
- Chemical certificate of analysis for all chemicals.

7. Additional requirements may apply as defined in the material specification sheet.

1.4 SOLICITATION SCHEDULE

Tentative Schedule (all Local Times)	
Task	Date
ITB Released	Friday, 08/02/2024 at 8:00am EST
Mandatory Pre-Bid Conference	N/A
Deadline for Questions	Monday, 08/12/2024 at 5:00pm EST
Bid Due Date and Time	Tuesday, 08/27/24 at 3:00pm EST
Award	September 2024

- Questions regarding this solicitation must be received in writing at the address above no later than August 12, 2024, at 5:00PM. Responses to those questions considered material to the solicitation shall be distributed via formal addenda and posted to the City of Cocoa website: <https://www.cocoafl.org> and to the City's online bidding platform, Vendor Link, <http://www.myvendorlink.com>.
- All responses must be received as described herein before **August 27, 2024, by 3:00PM** local time in order to be considered.
- **All Bidders are advised that under Chapter 119, Florida Statutes, all responses are deemed a public record and open to the public as provided for in said statute.**
- The successful Bidder(s) must demonstrate in their submittal to be the lowest, most responsible, and responsive Bidder which best meets the specifications and serves the overall needs of the BUYER. Bids should be prepared in accordance with the ITB instructions and recheck all bid prices thoroughly. Failure to provide the response in the manner prescribed herein may be grounds for disqualification of the submittal.
- All services performed shall be in accordance with the specifications pertaining thereto, which may be examined at the office of the Purchasing & Contracts Manager, located at 65 Stone St., Cocoa, Florida 32922. Copies of all documents, including blank bid/proposal forms, may be obtained from Vendor Link by visiting their web site at <http://www.myvendorlink.com>. You may contact the City of Cocoa Purchasing Division by email: purchasing@cocoafl.org. Small Business Set Asides (i.e., Woman Owned, Minority, Veteran, Disadvantaged etc.) are encouraged to submit bid/proposals concerning this solicitation.
- The City reserves the right to reject any or all bid/proposals, with or without a cause; to waive technical errors and informalities; and to award bid/proposals to the lowest responsive, responsible bid/proposer. One or more of the City Council members may be present at the bid/proposal opening.

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

1.5 TERM

The initial term shall be effective for one fiscal year beginning on October 1, 2024, ending on September 30, 2025. The agreement may then be renewed annually by written agreement for up to three (3) subsequent one-year terms with a final expiration date of September 30, 2028.

1.6 PRICING

The Initial contract price shall remain fixed for a period of no less than 12 months from date of contract effective date. Following the initial 12-month period, the fixed prices may be adjusted upward or downward on a yearly basis based on changes to the following price index:

Producer Price Index (PPI), Chemicals and Allied Products-Synthetic Ammonia, Nitric Acid and Ammonium Compounds, Not Seasonally Adjusted. Series ID: WPU0652013A.

It is the awarded bidder's responsibility to request any pricing adjustments under this provision. Pricing adjustments will be considered yearly on the contract effective date. For any adjustment to be considered, the awarded bidder's request for adjustment should be submitted to the BUYER's Purchasing Division, no less than 90 calendar days prior to the anniversary date. The awarded Bidder's adjustment request may not be in excess of the relevant documented pricing index.

Any adjustment request received after 90 calendar days from the anniversary date may not be considered. If no adjustment request is received from the awarded bidder, the Buyer will assume that the awarded bidder has agreed that the next 12-month period will be without any upward price adjustment. The Buyer reserves the right to negotiate lower pricing based on market research information or other factors that influence price. The Buyer reserves the right to apply any reduction in pricing for the next 12-month period based on the downward movement of the appropriate index.

The awarded bidders' price is inclusive of all costs, charges, and fees involved in providing the specified products. Additional charges of any kind added to the invoice submitted by the awarded Bidder is prohibited.

1.7 ORDER QUANTITIES

There is no guarantee or minimum purchase associated with this solicitation. The participating BCPECP members reserve the right to place orders, and to increase or decrease order quantities as needed.

1.8 KNOWN LOCATIONS

Locations of member facilities are listed below. Additional facility locations may be added or amended by the BUYER by the issuance of a purchase order.

AGENCY NAME	DELIVERY ADDRESS
CITY OF COCOA	28400 S.R. 520, Christmas, FL 32709 375 N. Cocoa Blvd, Cocoa, FL 32922 *
BREVARD COUNTY	2262 High Drive, Mims, FL 32754 334 Egret Circle, Barefoot Bay, FL 32976 3205 Australian Way, Mims, FL32754 * 3710 Juanita Street, Cocoa, FL 32927 * 3630 N. Courtenay Pkwy, Merritt Island, FL 32953 * 10001 N. Wickham Road, Melbourne, FL 32940 * 2800 S. A1A Highway, Melbourne Beach, FL 32951 * 7773 Dottie Drive, Barefoot Bay, FL 32976 *
CITY OF CAPE CAVERAL	601 Thurm Blvd, Cape Canaveral, FL 32920 *
CITY OF COCOA BEACH	1600 Minutemen Cswy, Cocoa Beach, FL 32931*
CITY OF PALM BAY	1105 Troutman Blvd, Palm Bay, FL 32907 Bldgs. F,H and I 1080 Troutman Blvd, Palm Bay, FL 32907 645 Nash Street, Palm Bay, FL 32907 2200 Sandy Pines, Palm Bay, FL 32907 250 Osmosis Drive, Palm Bay, FL 32907
CITY OF TITUSVILLE	2836 Garden Street, Titusville, FL 32796 1105 Buffalo Road, Titusville, FL 32796 * 4800 Deep Marsh Road, Titusville, FL 32870 *

SECTION 2 INSTRUCTIONS TO BIDDERS

2.1 BID DOCUMENTS

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

Bidders are encouraged to register as a vendor with VendorLink, LLC to obtain a complete set of solicitation documents and to enable notification of required addenda. Reproduction of these documents without the express permission of the City is prohibited.

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

2.2 BID SUBMITTAL AND DELIVERY

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

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

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

- B. If submitted by mail, the bid submittal shall be enclosed in a sealed envelope or packaging material addressed to the Purchasing & Contracts Division. Bids submitted by mail must be received by the Purchasing & Contracts Division by the time specified herein for the opening thereof.
1. Please be advised that United States Postal Service (USPS) Express and Priority service class; are delivered to the City once daily. Accordingly, in order for a submission to be received by the Purchasing & Contracts Division when the services of the USPS are used, a Bidder or bidder is

responsible for ensuring that their submittal is transmitted in such manner as necessary for the USPS to receive, sort, and deliver to the City by the submittal due date and time.

2. The City only collects other USPS mail one (1) time per day upon opening of the local Post Office branch, which is then sorted by the City for delivery to the Purchasing & Contracts Division and other City departments. Submissions arriving at the USPS after the initial pick-up by the City will be placed in the City's callbox for pick-up and will not be delivered to or received by the Purchasing & Contracts Division until the next business day.
3. When using the USPS or any other mail delivery services, it is the sole responsibility of the Bidder to ensure that Proposals are received in the Purchasing & Contracts Division by the due date and time. The City shall not be responsible for delays caused by any occurrence.

2.3 PUBLIC OPENING

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

2.4 UNBALANCED BIDS

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

2.5 ON-LINE SERVICE PROVIDER DISCLAIMER

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

2.6 SOLICITATION DOCUMENTS

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

2.7 MANDATORY PRE-BID MEETING

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

2.8 CONE OF SILENCE/LOBBYING

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

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

2.9 INTERPRETATIONS AND QUESTIONS

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

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

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

2.10 BID COMPLETENESS AND COMPLIANCE

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

- A. All items contained in the bid must be in total compliance with the specifications of this solicitation.
- B. Alternate bids will not be considered unless specifically called for in this solicitation. Bidders' attention is specifically called to the terms, conditions and special provisions of this solicitation. Please be aware that, under the competitive process, the stipulations set forth herein are fully binding on the Bidder to

the extent that you confirm acceptance by your signature on **Attachment, Bid Price Schedule and Acceptance of Bid Terms and Conditions.**

2.11 DETERMINING RESPONSIBILITY

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

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

2.12 BID FORMS/REPRODUCTION

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

2.13 BIDDER ACKNOWLEDGEMENT

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

2.14 BIDS TO REMAIN FIRM

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

2.15 COST OF SUBMITTAL

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

2.16 IMPROPER IDENTIFICATION AND TIMELINESS

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

2.17 CORPORATE STANDING AND AUTHORIZED SIGNATORY

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

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

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

2.18 PROPRIETARY INFORMATION

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

2.19 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

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

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

2.20 FAILURE TO COMPLY WITH BID INSTRUCTIONS

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

2.21 AMERICANS WITH DISABILITIES ACT

Persons with disabilities needing a special accommodation to participate in this proceeding should contact the Purchasing & Contracts Division, City of Cocoa, 65 Stone Street, Cocoa, Florida 32922, telephone (407) 262-7700, not later than seven (7) days prior to the date on which the accommodation is requested.

2.22 OFFICE OF RECORD

The City of Cocoa Purchasing & Contracts Division shall be the official “office of record” for all information transactions and data disbursements associated with this solicitation. The Purchasing & Contracts Division may be reached Monday through Thursday between 7:00 A.M. to 6:00 P.M., Local Time via phone at (321) 433-8833, Ext. 8833.

2.23 MODIFICATION OR WITHDRAWAL OF BIDS

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

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

2.24 CONFLICTS WITHIN SOLICITATION

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

2.25 JOINT VENTURES

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

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

SECTION 3 SPECIAL CONDITIONS

3.1 BID SECURITY BOND – Not used

3.2 PERFORMANCE AND PAYMENT BONDS-Not Used

3.3 TIME FOR COMPLETION AND LIQUIDATED DAMAGES-Not Used

SECTION 4 GENERAL TERMS AND CONDITIONS

4.1 AWARD OF CONTRACT

Award will be made to the lowest, most responsive and responsible Bidder whose bid submittal meets the specifications.

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

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

2.01 Failure to Execute the Agreement(s).

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

4.2 DAMAGES

Areas adjacent to the construction site, which are damaged, shall be repaired at the Contractor's expense. Restoration of adjoining areas shall be equal to or better than original condition and to the satisfaction of the City. Protection of personal property, utilities, structures, access drives, conduits, pavement, curbs, sidewalks, trees, and shrubs shall be the responsibility of the Contractor, who shall provide adequate protection to maintain proper service.

4.3 NOTICE TO PROCEED

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

4.4 SUPERVISION

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

4.5 FAILURE OF PERFORMANCE AND/OR DELIVERY

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

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

4.6 PERFORMANCE EVALUATION

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

4.7 PROTECTION OF PROPERTY

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

4.8 SERVICE REQUIREMENTS

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

4.9 COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

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

4.10 WARRANTY

In accordance with Article 15.00 of the Agreement(s) to be executed by the successful Bidder, the Contractor together with his surety unconditionally guarantee all Contractor furnished materials, equipment and

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

4.11 INSPECTION/TITLE/ACCEPTANCE OF GOODS/SERVICES

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

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

4.12 NON-EXCLUSIVE CONTRACT

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

4.13 MATERIAL DEVIATIONS

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

4.14 OWNERSHIP OF DOCUMENTS

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

4.15 PUBLIC RECORDS COMPLIANCE

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

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

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

4.16 FUND AVAILABILITY

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

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

4.17 PROMPT PAYMENT ACT

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

4.18 RESERVED

4.19 INVOICES/APPLICATION FOR PAYMENT

- A. Final approved Applications for Payment will be indicated on the BUYER's Purchase Applications for Payment should include all Work completed through the end of the month.
- B. Dispute Resolution: In the event a dispute occurs between a contractor, vendor or other invoicing party ("invoicing party") and the BUYER concerning payment of an invoice, the BUYER Department, Office or Division which has the dispute along with a representative of the BUYER's Purchasing & Contracts Division and the invoicing party shall meet to consider the disputed issues.

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

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

4.20 W-9 FORM

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

4.21 MOST FAVORED CUSTOMER

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

4.22 PRICE REDUCTION CLAUSE

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

4.23 PURCHASING AGREEMENTS WITH OTHER GOVERNMENTAL AGENCIES

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

4.24 ESTIMATED QUANTITIES

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

4.25 FOREIGN CORPORATION

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

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

4.26 PUBLIC EMERGENCIES

It is hereby made a part of this proposal that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of God, the BUYER shall require a "First Priority" for goods and services. It is vital and imperative that the health, safety, and welfare of the citizens of Cocoa are protected from any

emergency that threatens public health and safety as determined by the BUYER. The Bidder agrees to rent/sell/lease all goods and services to the BUYER or governmental entities on a “first priority” basis. The BUYER expects to pay contractual prices for all products and/or services under the awarded Agreement in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God. Should the Bidder provide the BUYER with products and/or services not under the awarded Agreement, the BUYER expects to pay a fair and reasonable price for all products and/or services rendered or contracted in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God.

4.27 SPECIFICATIONS/DEVIATIONS

Specifications listed herein describe the expected minimum standards. These specifications are intended to be descriptive in nature and are not intended to eliminate any Bidder from submitting a bid response. If a Bidder considers the specification contained herein to be proprietary or restrictive in nature, thus potentially resulting in reduced competition, they are urged to contact the Purchasing & Contracts Division prior to the bid due date and time.

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

4.28 PERMITS, LICENSES AND FEES

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

4.29 SUB-CONTRACTORS

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

4.30 TAXES

The BUYER does not pay State of Florida Sales Tax. The BUYER’s sales tax exemption does not apply to goods and services purchased separately by the successful Bidder in connection with its fulfillment of its contractual obligations with the BUYER. The successful Bidder shall be responsible for paying any taxes, fees or similar payments which are required to be paid in connection with the awarded Agreement as a result of this solicitation.

4.31 COMPLIANCE WITH ALL LAWS AND VENUE

At its sole expense, any contractual arrangement between the BUYER and the proposer shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of award and execution of an Agreement or are adopted at any time following the execution of the awarded Agreement. All legal actions hereunder shall be conducted only in the circuit court in Brevard County or federal court in the Middle District of Florida, Orlando Division; except that any final judgment may be enforced in other jurisdictions in any manner provided by law.

4.32 NEW PRODUCT

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

4.33 EQUAL OPPORTUNITY

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

4.34 PUBLIC ENTITY CRIMES

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

4.35 SOVEREIGN IMMUNITY

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

4.36 RIGHT TO CANCEL OR REJECT

- A. A solicitation may be canceled, or any or all submittals in response to a solicitation issued by the BUYER may be rejected, by the Procurement Administrator, in whole or in part, without recourse, when it is in the best interest of the BUYER. As the best interests of the BUYER may require, the right is reserved

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

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

4.37 ADDITIONAL INFORMATION

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

4.38 UNIT PRICE ACCURACY

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

4.39 MATHEMATICAL ERRORS

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

4.40 UNBALANCED BIDDING PROHIBITED

The BUYER recognizes that large and/or complex projects will often result in a variety of methods, sources, and prices. However, where in the opinion of the BUYER such variation does not appear to be justified given

bid requirements and industry and market conditions, the bid will be presumed to be unbalanced. Examples of unbalanced bids include:

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

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

4.41 FRONT LOADING OF BID PRICING PROHIBITED

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

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

4.42 REASONABLE PRICES

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

4.43 DELIVERY

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

4.44 SPLIT AWARD – NOT APPLICABLE

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

4.45 BID PRICE SCHEDULE

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

4.46 BID TABULATION

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

4.47 BIDDER'S SPECIFICATIONS AND NOT BIDDING

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

4.48 PRE-AWARD INSPECTION

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

4.49 EXISTING PERMITS AND IDENTIFICATION NUMBERS

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

4.50 DRUG-FREE WORKPLACE PREFERENCE

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

4.51 CONFLICT OF INTEREST

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

4.52 NON-COLLUSION/LOBBYING CERTIFICATION

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

4.53 CONSTRICTING CONDITIONS

No additional terms and conditions included within the bid submittal shall be evaluated or considered, and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this solicitation. If submitted either purposely, through intent or design, or inadvertently, appearing separately in transmitting letters, specifications, literature, price lists, or warranties, it is understood and agreed the general and special conditions in this solicitation are the only conditions applicable to this bid submittal and the Bidder's authorized signature affixed to the bid submittal signature section attests to this. When completing your bid submittal, do not attach any forms which may contain terms and conditions that conflict with those listed in the City's solicitation document. Inclusion of additional terms and conditions such as those which may be on your company's standard forms shall result in your bid being declared non-responsive as these changes will be considered a counteroffer to the City's solicitation.

4.54 DEBARRED BIDDERS

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

4.55 NOTICES OF INTENT

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

4.56 PROTESTS AND APPEALS

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

shall be final and conclusive.

4.57 SCRUTINIZED COMPANIES

Pursuant to Section 287.135, Florida Statutes (2017), a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the City for goods or services of one million dollars or more if at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, the company is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes (2017); or is engaged in business operations in Syria. Pursuant to Section 215.4725, Florida Statutes, if the company is on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel the company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the City for any amount of goods or services. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. The Contractor must submit the required certification form attesting that it is not a scrutinized company and is not engaging in prohibited business operations. Submitting a false certification shall be deemed a material breach of contract and shall terminate the contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes.

4.58 FORCE MAJEURE

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

4.59 INSURANCE REQUIREMENT

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

4.60 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)

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

4.61 AUDITS AND RECORDS

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

4.62 INDEPENDENT CONTRACTOR AND LIABILITY

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

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

4.63 INDEMNIFICATION

- A. Indemnity: The successful Bidder shall defend, indemnify and hold harmless the BUYER and all of the BUYER’s officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys’ fees where recoverable by law, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of the successful Bidder, its officers,

agents or employees or subcontractors in performance or non-performance of its obligations under the awarded Agreement. The successful Bidder recognizes the broad nature of this indemnification and hold harmless clause, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the BUYER in support of these indemnification and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of the awarded Agreement. Compliance with any insurance requirements required elsewhere within the awarded Agreement shall not relieve the successful Bidder of its liability and obligation to defend, hold harmless and indemnify the BUYER as set forth in this article of the awarded Agreement. The successful Bidder shall require each of its agents/subcontractors to agree in writing to the provisions of this paragraph.

- B. Copyright Infringement: The successful Bidder shall guarantee that all services performed under the awarded Agreement will be free from claims of patent, copyright or trademark infringement. The successful Bidder shall defend, indemnify and hold the BUYER and its successors and assigns harmless from and against all third-party claims, suits, and proceedings and any and all damages, liabilities, costs and expenses (including reasonable attorneys' fees and court costs) incurred as a result of (i) infringement by the successful Bidder of any third-party patent, copyright or trademark or (ii) misappropriation by the successful Bidder of any third-party trade secret in connection with any of the foregoing.

4.64 CHANGES, MODIFICATIONS AND WAIVER

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

4.65 ASSIGNMENT

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

4.66 TERMINATION

- A. Termination for Convenience: The City may at any time give ten (10) days written notice to the successful Bidder of the termination of the agreement, in whole or in part, for the City's convenience and without cause.

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

4.67 ATTACHMENTS AND EXHIBITS

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

4.68 OWNERSHIP AND RIGHTS IN DATA

Any work, product or deliverable report provided to the BUYER as a result of work performed while under contract shall be considered the property of the BUYER and may be used in any fashion the BUYER deems appropriate. The BUYER shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by the successful Bidder pursuant to the terms of the awarded contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of the awarded contract.

4.69 ADMINISTRATIVE PROVISIONS

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

4.70 Tie Bids

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

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

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

SECTION 5 CHEMICAL SPECIFICATIONS

5.1 QUICKLIME

1. GENERAL

- Quicklime to be purchased under this specification shall conform to AWWA specification B202-93 (or to the latest revision) as modified herein.
- Quicklime shall be certified to conform with ANSI/NSF60 standard for drinking water treatment chemicals.

2. TYPE

- Quicklime shall be suitable for use in treating a potable water supply.
- Quicklime shall be quick slaking, freshly burnt.
- Quicklime shall be of domestic manufacture.

3. SIZE

- 3/8" Pebble
 - None shall be retained on a 3/4" screen and not more than 5% shall pass a No.100 U.S. standard sieve.
- Optional 3/4" Pebble
 - None shall be retained on a 1" screen and not more than 5% shall pass a No.100 U.S. standard sieve.
- 1/2" X 1/8" Rice
 - None shall be retained on a 3/4" screen and not more than 5% shall pass a No.100 U.S. standard sieve.

4. SLAKING RATE

- Temperature rise after three (3) minutes or less, slaking time shall be 40C. Reaction will be complete within ten (10) minutes. Test shall be conducted as specified in Section 5.4 of AWWA Standard B202-93, or latest revision.

5. CALCIUM OXIDE CONTENT

- Calcium Oxide content shall contain a minimum of 92% free lime (available calcium oxide) as determined by section 5.4 AWWA Standard B202-93, or latest revision.

6. RESIDUE AFTER SLAKING

- Residue shall not be more than 4% by weight on 100 mesh sieve. Test shall be conducted as follows:
- 100 grams of gross sample, crushed to pass on a U.S. No.8 sieve, are to be weighed on a Torsion Balance and added to 325 ml. of warm (100 - 120 F.) water in a 600 ml. beaker and stirred vigorously until slaking ceases. After standing for at least 10 minutes, to ensure completion of all reaction, the contents are to be transferred with the aid of a stream of water, to a 100-mesh sieve and the screen and contents washed thoroughly with a spray until all lime slurry has passed through the sieve. The residue on the sieve is transferred to a small (150 ml.) beaker and after decanting off any excess water, is dried. When dry, the material shall be weighed. This weight is calculated to a % residue on 100 mesh.

7. IMPURITIES

- Lime shall contain no silica rock, mineral, or organic substances in quantities capable of producing deleterious or injurious effects upon the health of those consuming the treated water or cause mechanical failure to slaking equipment.

8. SHIPMENTS

- DESTINATION

Locations listed in announcement or by purchase order.

- DELIVERY

To be made in bulk form by pneumatic unloading trailer truck in 25-ton minimum shipments or as required by law. To be discharged into the 250-ton storage bin as designated by the BUYER. Pneumatic equipment shall be satisfactory for unloading into bins with discharge approximately 54 feet above ramp level. The fill line is 4" in diameter and is provided with a 4" cap with standard Cam-Lock fittings. The contractor shall provide necessary fittings for and accessories for connection to the fill line. Contractor shall properly clear fill lines on completion of each load and leave area clean.

9. BASIS FOR ADJUSTMENT OR REJECTION

- The BUYER reserves the right to reject, at the supplier's expense, any shipment, which fails to meet these specifications.
- If the material has been unloaded and placed in BUYER's storage bins prior to obtaining final test results, the supplier shall reimburse the BUYER at the following rate schedule if the material fails to meet the 92% minimum available Calcium Oxide:

- i. % Available Calcium Oxide Deduct \$

ii. 91.99% - 91.50%	\$75.00
iii. 91.49% - 91.00%	\$100.00
iv. 90.99% - 89.50%	\$200.00

- Notice of dissatisfaction with a shipment, because of failure to meet the requirements of this specification, will be furnished within 10-days after receipt of the shipment at the point of destination. The results of the purchasers' test shall prevail unless the consignor notifies the purchaser within 5-

days of the notice of the complaint, that they desire a re-test. Upon receipt of the request for a re-test the purchaser will secure the services of an independent testing laboratory and the results of the test by the independent laboratory shall be binding on both parties. The laboratory fee covering any such analysis will be paid by the BUYER if the results pass specifications, or by the supplier if the test fails.

10. EVIDENCE THAT MATERIAL MEETS SPECIFICATIONS

- Bidder must submit copies of Certified Analysis with each shipment of quicklime. Analysis shall show the percentage of CaO and insoluble material.

11. ACCEPTANCE OF MATERIAL

- The material delivered under this proposal shall remain the property of the seller until a physical inspection and actual usage of this material is made and thereafter accepted to the satisfaction of the BUYER and must comply with the terms herein and be fully in accord with specifications of the highest quality. In the event the material supplied to the BUYER is found to be defective or does not conform to specifications, the BUYER reserves the right to cancel the order upon written notice to the seller and return product to seller at seller's expense.

12. CERTIFICATION

- i. The Bidder shall supply certification that the product supplied under this contract meets the requirements of NSF Standard 60 and is suitable for use in treatment of drinking water.

13. SAFETY AND TRAINING

The supplier shall provide a Safety Data Sheet (SDS) with initial delivery. The supplier shall also provide two (2) one-hour training seminars each year of this agreement. The safety training seminars will be held at the BUYER's facility. Training shall include, but not limited to, the hazards of Quicklime, characteristics of Quicklime, spill clean up, and safe handling of Quicklime.

5.2 SODA ASH

This Soda Ash (Grade26) for this bid shall comply with the requirements of the Safe Drinking Water Act and federal requirement for potable water.

Vendor is to supply and deliver bulk quantities to the BUYER, 260 Soda Ash that is NSF/ANSI 60 certified.

1. The Soda Ash supplied shall be a dry, white powder containing no large lumps or crystals. It shall be free-flowing and suitable for storage in closed, hoppers bins and for feeding with a standard dry feeder.
2. The material, as delivered, shall contain not less than 99 percent by weight, of sodium carbonate (Na_2CO_3), or a sodium oxide (Na_2O) equivalent of not less than 57.9 percent.
3. The Soda Ash supplied in accordance with this standard shall contain no soluble inorganic or organic substances in quantities capable of producing deleterious or injurious effects on the health of those consuming a water that has been treated properly with soda ash.
4. Product Certification: The material is a direct additive used in the treatment of potable water. This material should be certified as suitable for contact with or treatment of drinking water by an accredited certification organization in accordance with NSF/ANSI 60. Evaluation shall be accomplished in accordance with requirements that are no less restrictive than those listed in NSF/ANSI 60. Certification shall be accomplished by a certification organization accredited by the American National Standards Institute.
5. If the material delivered to the purchaser does not meet the chemical, physical, safety, or security requirements of this standard, a notice of nonconformance shall be provided by the purchaser to the supplier within 10 days after receipt of the shipment at the point of destination. Material not complying with the requirements may be rejected. Replacement and retesting shall be accomplished in accordance with the purchasing documents.
6. Each shipment of material shall be identified as to product, grade, net weight, name and address of the manufacturer, and brand name. All markings on bulk shipment shall conform to applicable laws and regulations, including requirements established by the US Occupational Safety and Health Administration (OSHA).
7. A continuous chain of custody shall be maintained between the manufacturer and the purchaser during storage and shipment if so, specified by the purchaser.
8. Supplier must make the delivery within 168 hours of soda ash order.

5.3 ANHYDROUS AMMONIA

1. TYPE

- Anhydrous ammonia is intended for treatment of potable water, in accordance with ANSI/AWWA specification B305-06 or latest revision.

2. DESTINATION

- Locations listed in the announcement or by purchase order.

3. DELIVERIES

- Delivery shall be made in bulk form by tank truck in shipments as ordered by the BUYER . The supplier shall supply the tanks for storage of anhydrous ammonia and maintain the storage facility according to industry standards, including replacing valve, fittings and other appurtenances necessary for a safe operation. It will be the responsibility of the ammonia supplier to connect to the storage tanks to the existing supply lines.

4. EMERGENCY DELIVERIES

- The supplier must be able to provide an emergency delivery of 1000 gallons within a 24-hour period, upon the request of the BUYER.

5. TANKS

- a. Storage tanks be supplied by the ammonia contractor and shall be 1000 gallon capacity and hold approximately 4600 pounds of anhydrous ammonia each. The tanks shall be delivered painted white and contain all Hazardous Materials Identification System labeling, safety labels or placards.
- b. The tanks shall horizontal and constructed in accordance with the A.S.M.E. Code for unfired pressure vessels (Section VIII), suitable for anhydrous ammonia. Each tank shall be inspected, tested and stamped by inspector qualified by the National Board of Boiler and Pressure Vessel Inspectors. All fittings shall be forged steel schedule 80, non-malleable type. Unions shall be of the ground joint type. All piping shall be inspected and tested for leaks after assembly. All gauges shall be suitable for ammonia use.
- c. Each tank shall contain the following:
 - i. One (1) liquid fill valve assembly suitable for a hose connection from a USSAC tank truck to the valve opening. This assembly shall include an excess flow valve.
 - ii. One (1) pressure equalizing valve used for filling from the tank truck to the tank more efficiently. The pressure equalizing valve assembly shall include an excess flow valve.
 - iii. One (1) vapor outlet valve shall be used to connect to the BUYER's piping.
 - iv. One (1) shut off valve
 - v. One (1) fixed level gauge and one (1) pressure gauge serve as vapor pressure within the
 - vi. tank and used to ensure the tank are not filled above the 87% of volume as per CGA and
 - vii. ASA Standards. The fixed level gauge shall be a dip tube that projects downward
 - viii. inside the tank to the 87% level.
 - ix. One (1) pressure gauge
 - x. One (1) dual relief valve

- xi. One (1) liquid level float gauge
- xii. One (1) liquid outlet valve located on the bottom of the tank

- d. The tanks shall have the approximate dimensions 16.5 feet in length and 3.5 feet in diameter. The tanks shall have a metal base attached to the bottom of each tank suitable to support the tanks when full.
- e. The ammonia supplier shall provide a lease agreement for the storage tanks effective through the terms of this agreement.

6. SAFETY AND TRAINING

- The supplier shall provide a Material Safety Data Sheet with each delivery. The supplier shall also provide two one-hour safety training seminars each year of this agreement. The safety training seminars will be held at the BUYER's location. Training shall include, but not limited to, the hazards of ammonia, characteristics of ammonia, emergency response, leak repairs and proper handling of ammonia.

7. TANK INSTALLATION

- During the change out of the existing ammonia storage tanks, the ammonia supplier shall take every effort available to keep the ammonia feed system operational. If there may be an interruption of ammonia feed to the BUYER's system during the tank change over, the ammonia supplier may be required to provide temporary storage tanks. Temporary storage tanks shall meet all of the requirements stated in this specification. Interruptions longer than a few minutes are not permitted. The supplier shall coordinate the tank changeover with the BUYER.

5.4 HYDROFLUOSILICIC ACID

1. TYPE

- Hydrofluosilicic Acid is intended for treatment of potable water.

2. DESTINATION

- Locations listed in the announcement or by purchase order.

3. DELIVERIES

- Delivery shall be made in bulk form by a tank truck in shipments of approximately 3500 - 4000 gallons each. Annual quantities of hydrofluosilicic acid will be approximately 175 tons. The supplier shall provide necessary hose connections to off load from the tank truck to the BUYER's bulk storage tank. It will be responsibility of the supplier to make all connections from the tank truck to the bulk storage tank. The supplier shall be responsible to clean any leaks or spills as a result of the off loading process.

4. PHYSICAL REQUIREMENTS

- The supplier shall deliver hydrofluosilicic acid in accordance with AWWA Standard B703-06 or latest revision. The hydrofluosilicic acid shall be clean and free of suspended matter. Color shall be water white to straw yellow. Straw yellow color shall be determined as material with a maximum of 100 units in accordance with method 2120B, visual comparison method, as indicated in Standard Methods for Examination of Water and Wastewater.

5. PERCENT CONCENTRATION

- The hydrofluosilicic acid shall contain between 20 and 30 percent available fluoride ion by weight. The supplier shall provide an analysis with each shipment that indicates the percentage. Shipments of less than 20 percent may be rejected by the BUYER and any or all freight charges will be the supplier's responsibility.

6. IMPURITIES

- The hydrofluosilicic acid shall contain no mineral or organic substances in quantities capable of producing deleterious or injurious effects on the health of those consuming water that has been properly treated with hydrofluosilicic acid.

7. CERTIFICATION

- The supplier shall provide certification in accordance with NSF Standard 60 that the hydrofluosilicic acid supplied meets this standard and is suitable for contact with drinking water.

8. SAFETY AND TRAINING

- The supplier shall provide a Material Safety Data Sheet (MSDS) with each delivery. The supplier shall also provide two (2) one hour training seminars each year of this agreement. The safety training seminars will be held at the BUYER's facility. Training shall include, but not limited to, the hazards of hydrofluosilicic acid, characteristics of hydrofluosilicic acid, emergency response, leak repairs, proper handling and proper disposal of hydrofluosilicic acid.

5.5 CARBON DIOXIDE

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

The Carbon Dioxide shall be colorless, odorless, nonflammable gas, weighing 1.977 g/L at 0 degrees Celsius. The Carbon Dioxide shall be suitable for use in the treatment of potable water and shall have a CO₂ content of 99.5% by weight.

The Carbon Dioxide supplied shall contain no soluble inorganic or organic substances in quantities capable of producing deleterious or injurious effects on the health of those consuming the water that has been properly treated with the chemical. The Carbon Dioxide supplied shall meet NSF/ANSI 60 Specifications.

Each Shipment shall be identified as to product, grade, net weight, name and address of the manufacturer and the brand name. All bulk shipments shall conform to applicable laws and regulations, including requirements established by the US Occupational Safety and Health Administration (OSHA) and US Department of Transportation.

5.6 FERRIC SULFATE

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

2. **PRODUCT**

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

c. The Liquid Ferric Sulfate shall have the following chemical properties;

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

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

Arsenic.....	1 mg/kg	Copper.....	5 mg/kg
Cadmium.....	0.5 mg/kg	Zinc.....	15 mg/kg
Chromium.....	10 mg/kg	Manganese.....	120 mg/kg
Lead.....	1.0 mg/kg	Barium.....	10 mg/kg
Mercury.....	0.2 mg/kg	Chloride.....	100 mg/kg
Selenium.....	2 mg/kg	Fluoride.....	60 mg/kg
Silver.....	10 mg/kg	Titanium.....	50 mg/kg
Nitrites (as N).....	75 mg/kg	Nitrates (as N).....	75 mg/kg
Total Organic Carbon.....	20 mg/kg	Sodium.....	1000 mg/kg
Nickel.....	40 mg/kg	Molybdenum.....	10 mg/kg
Beryllium.....	1.0 mg/kg	Antimony.....	1.0 mg/kg
Thallium.....	10.0 mg/kg	Cyanide.....	1.0 mg/kg
Total Nitrate and Nitrite (as N).....	150 mg/kg		

- e. The Liquid Ferric Sulfate material, as supplied under this bid, shall not contain any impurities in sufficient quantities which causes or may cause a violation of any current, existing maximum contaminant level (MCL) or any newly regulated MCL which may be passed into law during the life of this contract. Should an MCL violation be determined to be directly attributable to the Liquid Ferric Sulfate material supplied for use by the BUYER, the bidder shall immediately take the necessary steps to remove or reduce the contaminant levels of its material to levels of satisfactory to the BUYER. The BUYER reserves the right to add specific impurity listing and maximum impurity levels to the existing listings to meet all USEPA, SDWA and FDEP water quality standards. The bidder shall comply with any and all such changes required to its Liquid Ferric Sulfate material, by whatever process changes required, at no additional cost to the BUYER.
- f. The Bidder shall submit with the bid a State of Florida certified laboratory analysis of the product bid with the analysis of all parameters listed in section 2a, 2c and 2d.

3. **QUALITY CONTROL AND TESTING**

- a. Sampling and testing shall be conducted in accordance with all AWWA, ANSI, and ASTM specifications.
- b. It shall be the bidder's responsibility to provide a Material Compliance Certificate of Analysis for each lot shipped to the BUYER. The certified analysis shall be signed by an employee of the bidder and specify; % total iron, % ferrous iron, % free sulfuric acid, and liquid specific gravity. The Certificate of Compliance shall be in the possession of the bidder at the time of delivery.
- c. It shall be the responsibility of the material transporter to provide a proper sample of the Liquid Ferric Sulfate being delivered for the analysis. The Liquid Ferric Sulfate sample shall be prepared in accordance with AWWA 8406-87 or latest revision. Each sample shall be labeled to identify its content, and the label signed by the person actually collecting the sample.

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

5. **GENERAL** - These specifications provide for the furnishing of Liquid Ferric Sulfate for potable water treatment, to the BUYER'S destination. [003]

6. **PURCHASE AND DELIVERY** –

- a. Delivery shall be prepaid, FOB to the BUYER'S destination.
- b. Deliveries shall be made between 7:00 a.m. and 3:00 p.m. on normal working days (Monday through Friday) or as otherwise approved by the BUYER. Liquid Ferric Sulfate shall be delivered as specified and within the time frames required upon receipt of order.
- c. The BUYER shall have sole discretion as to when deliveries are to be received. The bidder shall supply all necessary connectors and hoses required to off load the Liquid Ferric Sulfate shipment into the BUYER'S storage tanks.

- d. Should the bidder deliver Liquid Ferric Sulfate which is subsequently determined to be out of compliance with the specification, the bidder shall immediately remove the rejected materials from all storage tanks on site and replace all of the Liquid Ferric Sulfate with materials which meet the requirements of this specification at no additional cost to the BUYER. Shipping of Liquid Ferric Sulfate shall be by tank truck.
7. **QUALIFICATION OF BIDDERS** - Bids will only be considered from manufacturers or manufacturers' authorized distributors of Liquid Ferric Sulfate. The authorized distributors must regularly maintain a substantial stock of Liquid Ferric Sulfate on inventory equal to twenty (20) truck deliveries within one hundred (100) miles of the BUYER and must be actively engaged in the sale of Liquid Ferric Sulfate. The authorized distributors must be supplying at least five (5) United States municipalities with Liquid Ferric Sulfate for drinking water treatment. The authorized distributor must submit with the bid request the required three (3) references with municipal contact name, telephone number and annualized quantity of Liquid Ferric Sulfate used. Satisfactory references are a requirement for the award of contract.
8. **EMERGENCY PLAN OF ACTION AND SAFETY TRAINING**
- a) The successful bidder shall provide, in writing an emergency contingency plan with appropriate telephone contacts, for the BUYER to follow in case of an emergency supply of Liquid Ferric Sulfate is needed.
 - b) The successful bidder shall supply, in writing, an emergency spill response plan with appropriate emergency response personnel names and telephone contact numbers (24-hour contact numbers). In addition, the proper spill response notification procedure, along with any form required by all local, state and federal regulatory agencies, shall be supplied by the bidder. This section in no way relieves the successful bidder of his responsibility to notify the proper regulatory agencies of a spill incident. In the event of a spill or leak, the bidder shall supply the necessary personnel to respond to such an event, to work with the local Hazardous Materials Response Team and to manage and oversee "After Events" cleanup efforts. Should a spill or leak occur, caused by the bidders' personnel, equipment or method of delivery, bidder shall immediately comply with all applicable terms and conditions of the current version of Title III, Superfund Amendments of Reauthorization Act of 1986, 42 U.S.C.S. 11001, et seq. (SARA) and the Florida Hazardous Materials Emergency Response and Community Right-To-Know Act of 1988, Ch 252, Part II, Florida Statutes. The responsibility for compliance with Federal and State Rules and Regulations regarding bidder caused spills or releases shall be the sole responsibility of the bidder. The bidder shall hold the BUYER harmless for any failure to properly report and/or comply with this provision.
 - c) The successful bidder shall provide an appropriate safe handling training course, within the first month of contact, to all current Water Department operations/maintenance personnel and shall be available to conduct "refresher" courses or new employee training at six (6) month intervals during the contract period.
9. **DELIVERY SUBMITTAL** - Material Safety Data Sheets shall be supplied in Compliance with Chapter 442, Florida Statutes. The MSDS must accompany the first shipment.

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

5.7 LIQUID OXYGEN

1. GENERAL

Contractor shall maintain a twenty-four (24) hour emergency telephone number, be able to respond by telephone within thirty (30) minutes in case of emergency and arrive on site within six (6) hours of notification of emergency. Prior to the initial delivery of liquid oxygen at the BUYER Facility, a knowledgeable representative of the Contractor shall visit the site with a representative from the BUYER inspect the storage facilities and to review the Contractor's unloading procedures. The Contractor will provide the BUYER with written documentation of the inspection detailing any deficiencies found.

The Contractor's representative shall be a managerial level employee, with authority over operations and transportation within the Contractor organization.

2. STANDARDS

The Liquid Oxygen (LOX) delivered to the BUYER shall be of a quality conforming to applicable regulations of the United States Department of Transportation and State of Florida Department of Transportation for nonflammable compressed or liquefied gases. LOX provided shall be in accordance with the following standards:

- a. **NSF/ANSI 60 & 61** - LOX shall be certified as suitable for contact with or treatment of drinking water by an accredited certification organization in accordance with NSF/ANSI 60, Drinking Water Treatment chemicals-Health Effects and NSF/ANSI 61, Drinking Water System Components-Health Effects
- b. LOX shall comply with **ANSI/AWWA B304-8**, Liquid Oxygen for Ozone Generation for Water, Wastewater and Reclaimed Water Systems, with the exception of the hydrocarbon content. LOX deliveries shall have total hydrocarbon content (as methane) of 25ppm (v/v) or less at the time of delivery.
- c. LOX shall also conform to the following qualities.
 - Total Oxygen Concentration > 99.5% by weight
 - Dew point Temperature < -80F
 - Total Hydrocarbons < 25 PPM
 - Water < 1 PPM
 - Argon < 4000 PPM
 - Nitrogen < 500 PPM
 - Carbon Dioxide < 10 PPM
 - Carbon Monoxide < 0.5 PPM
- d. *Notes:*
 - Definitions, interpretations, and analytical methods shall be stated in the current edition of "Commodity Specification for Oxygen", **CGA G-4.3, (or the most current edition)**.
 - These specifications shall apply to each delivery or shipment of LOX to the BUYER under this contract.
 - These specifications are considered as the minimum acceptable for proper operation of the ozone generating equipment being installed and are primarily

defined by the manufacturer of the equipment. The Contractor is expected to deliver LOX suitable for this intended application, using his experience and prudent practice.

- For each load delivered, the Contractor shall supply a Certificate of Conformance documenting the purity of the lot of chemical being delivered. It shall also document that it is NSF 60 certified.

3. **DELIVERY DRIVER REQUIREMENTS**

- a. Deliveries and product handling shall comply with all applicable Federal, State and local government regulations.
- b. Delivery times shall be scheduled in advance, between the hours of 7:00 A.M. and 3:00 P.M. Monday through Friday. **Contractor shall call to notify the ordering location twenty-four (24) hours prior to delivery.**
- c. At each delivery of liquid oxygen, the Contractor shall visually inspect all tank connections and tank integrity for leaks to verify the unloading and storage systems are suitable and safe to accept liquid oxygen. The Contractor shall also verify the connections and piping, and check for leaks from the LOX tanks to the evaporators. Any issues or concerns shall be reported to the plant operator immediately and prior to unloading the chemical.
- d. The BUYER's security procedures require that each delivery driver and tanker be properly identified and authenticated prior to entry to any Facility. Drivers shall have in their possession the appropriate driver's license and a valid company ID. Upon arrival, both shall be presented to authorized security forces and or BUYER employees. Failure to do so will result in refusal of the shipment. The BUYER reserves the right to inspect and/or search any delivery vehicle attempting to enter the premises.
- e. Delivery drivers shall comply with any special instructions given upon arrival and shall maintain a pleasant, professional demeanor while visiting the facility. Failure to do so will result in removal from the facility. The driver shall deliver a ticket or lading bill, to the plant operator, upon completion of the delivery.
- f. A level II background check, as specified, shall be performed by the Contractor for all staff making deliveries to the BUYER prior to the first time they deliver chemical to the site. Background check results shall be provided to the designated BUYER supervisory employee for review and approval of Contractor personnel to access BUYER's property. All costs for background checks shall be the Contractor's responsibility
 - **LEVEL I (Past 5 years)**
 1. Identification Verification
 2. Selective Service Status (registered/unregistered)
 3. FDLE Automated Criminal Record - Not performed when ordering a LEVEL II check
 4. Clerk of Courts by County of Residence
 5. Employment Verification

6. DMV by State of residence
7. Military Service Verification
8. Professional License & Certification Check

- **LEVEL II (Past 10 years)**

1. All of those checks contained in a LEVEL I, except FDLE Automated Criminal Record,
2. with the addition of the following:
3. Fingerprint Check
4. Credit/Fraud Check
5. The Contractor shall provide access to their site for evaluation of their safety program
6. before contract award, and at times deemed necessary at the discretion of the BUYER's
7. representative.

4. **SERVICE AGREEMENT**

Once per quarter, the Contractor's authorized and trained personnel shall perform checks and maintenance on the equipment specified herein. Checks shall consist of visiting the service site and performing the equipment checks and inspections listed. The plant maintenance coordinator shall be notified of all repairs needed and shall authorize repairs in advance.

The Contractor shall provide a service agreement that, at a minimum, includes the following:

5. **Equipment Inspection and Repair**

a. Liquid Oxygen Tank (1 each):

- Inspect thermocouple tube, jacket safety O-rings, rupture disc, inner vessel safety valve, line safety valves and regulators for leakage and proper functioning. replace as necessary.
- Inspect piping, flanges, gaskets, fittings, and valves for leaks. Repair or replace as necessary.
- Inspect system gauges, indicators and transmitters. Calibrate or replace as needed.
- Test operation of all automatic and manual valves. Repair or replace as needed.

b. Vaporizers (2 each):

- Observe vaporizer operation. Inspect vaporizer units for signs of corrosion, damage or leaks. Repair as necessary.

c. Associated Piping and Valves:

- Inspect piping, flanges, gaskets, fittings, and valves for leaks. Repair or replace as necessary.

The Contractor shall make repairs including replacement of parts and components to the above listed equipment only after approval by the BUYER.

The Contractor shall warranty all repairs against defective materials and workmanship for a minimum of six months after completion of the work.

5.8 AMMONIUM SULFATE

1. Ammonium Sulfate 39-41%
2. Delivery time within 72HRS of order of placement.
3. The Liquid Ammonium Sulfate shall conform to the latest revision of the American Water Works Association Standard ANSI/AWWA B300, Liquid Ammonium Sulfate, except as modified or supplemented herein. Non-conformance with ANSI/AWWA B300 shall constitute sufficient grounds for immediate termination of the Ammonium Sulfate contract for breach.
4. Ammonium Sulfate shall be tested and certified as meeting ANSI/NSF Standard 60, Drinking Water Treatment Chemicals - Health Effects by an American National Standards Institute (ANSI) accredited 3rd party certification organization.
5. Ammonium Sulfate shall conform to the latest revision of the American Water Works Association Standard.
6. All sampling and testing shall be conducted in accordance with all AWWA/ANSI and ASTM specifications.
7. Ammonium Sulfate shall contain greater than or equal to 39-41% by weight.
8. The Contractor(s) shall provide a Bill of Lading/Weigh Slip with each delivery indicating the following:
 - A. Date of delivery,
 - B. Bill of Lading/Weigh Slip Number
 - C. Gross weight of delivery vehicle and Liquid Ammonium Sulfate in gallons,
 - D. Tare weight of delivery vehicle in gallons.
 - E. Net weight of Liquid Ammonium Sulfate in the delivery vehicle in gallons.
 - F. Number of gallons
9. The Contractor(s) is expected to comply with reasonable requests for emergency deliveries.
10. Failure of the Contractor(s) to successfully complete a delivery is sufficient grounds to constitute a breach of the contract.

5.9 WISPROFLOC – N- STARCH

1. **GENERAL** – The material to be provided shall be Wisprofloc – N –(Starch) or equal, approved by BUYER, approved for potable water treatment, Listed/Certified under the National Sanitation Foundation (NSF), standard 60. The bidder shall provide proof that the Wisprofloc –N provided is approved for potable water treatment and meets the National Sanitation Foundation Standard 60.
2. **DESTINATION** – Listed in the announcement
3. **DELIVERY** – Delivery shall be prepaid FOB to the BUYER’S destination. All deliveries are to be made in truck load quantities of approximately four (4) tons each. All shipments are to be containerized in multi-ply heavy duty bags, placed on pallets. No bulk shipments will be accepted. Deliveries shall be made between 7:00 a.m. and 3:00p.m. on normal working days (Monday through Friday) or as otherwise approved by the BUYER. The BUYER shall have sole discretion as to when deliveries are to be received.
4. **QUANTITIES** – Approximately 40 tons (more or less) of Wisprofloc – N shall be provided under the bid. The quantity specified is to be used for cost estimating purposes only and the BUYER reserves the right to increase or decrease quantities shown without penalty.
5. **NOTE** – All shipments shall be received at the BUYER’s facility within ten (10) working days after the order has been requested.
6. **OFF LOADING** – All shipments will be off-loaded by the BUYER with a forklift. Truck driver shall move pallets to the edge of the truck with pallet jack or some other device. The BUYER will only remove the pallets from the back of the truck. BUYER employees will not move pallets on or inside the truck.
7. **EMERGENCY DELIVERIES** – The bidder shall maintain in the stock and be able to deliver within 24 hours, upon request by the BUYER, an emergency delivery of Wisprofloc –N. Emergency deliveries will be 2000 pounds of Wisprofloc-N or the balance of a full order.
8. **BID PRICES** – The price quoted shall be firm for one year and based on a per ton Basis of Wisprofloc-N, delivered FOB to the BUYER’S destination.

5.10 LIQUID ALUMINUM SULFATE

1. **GENERAL** - The material to be provided shall be Liquid Aluminum Sulfate, CAS 10043-01-3 48.5%, commercial grade.
2. **DESTINATION** – Listed in the announcement.
3. **DELIVERY** -
 - a. Delivery shall be prepaid FOB to the BUYER’S destination.
 - b. Length of hose required is approximately 20 feet from the truck to the fill port on the tank. The successful bidder’s shipper is responsible for matching our receiving tank equipment with the proper tank truck discharge system.
 - c. Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays.
 - d. Contractor shall make “normal” deliveries within three (3) days after receipt of order and must make “emergency” deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemicals in less than 36 hours. Purchaser shall endeavor to minimize the number of “emergency” deliveries.
4. **QUANTITIES** - Bulk deliveries will be approximately 1, 000 to 1,500 gallons to the Destination listed in the announcement. Minimum order/delivery will be 1,000 gallons.
5. **NOTE** –
 - a. Alum tank has an overflow line at the 2,000 gallon level and cannot be filled beyond this level without overflowing into the retention basin.
 - b. A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.
 - c. Each shipment shall carry with it some means of identification. The following shall be legibly marked on each package, drum, or container of bulk shipment:
 - i. Contents: Aluminum Sulfate
 - ii. Net weight
 - iii. Name of manufacturer
 - iv. Brand name, if any
6. **SPILLS** – The Contractor shall be responsible for any spills resulting from the failure of its or its subcontractor’s delivery equipment or from failure of attendant delivery personnel in the proper performance of their duties. Proper performance shall require attendant delivery personnel’s constant inspection and observation of unloading operations and knowledgeable response to problems or emergencies, which would most commonly be expected to occur. The Purchaser reserves the right to refuse any and all deliveries made with equipment that is poorly maintained and/or leaking.
7. **MATERIAL SAFETY DATA SHEETS** – The successful bidder must provide Material Safety Data Sheets on the product.

RESPONSE COVER PAGE

COMPANY NAME	
ADDRESS	
PRIMARY CONTACT	
TELEPHONE #	
EMAIL ADDRESS	

SUBMITTAL CHECKLIST

☒	SUBMITTAL REQUIREMENT / DOCUMENT
☐	1-Submittal Acknowledgement
☐	2-Addendum Acknowledgement
☐	3-Bid Form
☐	4-Exceptions/Deviations Form
☐	5-References
☐	6-Statement of Bidder's Qualifications
☐	7-Insurance Requirements
☐	8-Certificate of Non-Segregated Facilities
☐	9-Drug-Free Workplace
☐	10-Conflict of Interest and Non-Collusion
☐	11-Organizational Info
☐	12-Subcontractor Participation
☐	13-Truth-in-Negotiations
☐	14-Scrutinized Companies
☐	15- E-Verify Affidavit (including screenshot from website showing active account)
☐	16-Federally Required Contract Clauses for FEMA Grantees and Subgrantees
☐	17-Proof of Florida Registration (if required)
☐	18-Professional License(s) (if required)
☐	19-W9
☐	20-Proof of Insurance
☐	21-Executed Service Agreement (Attachment 1)
☐	22-Solicitation Label affixed to envelope
☐	23-USB drive with electronic copy of submittal
☐	

1 SUBMITTAL ACKNOWLEDGEMENT

By executing below, the undersigned individual hereby represents and warrants that they have the full authority on behalf of respondent to submit a response to the City of Cocoa and bind the Respondent to the terms and conditions of this solicitation. The Respondent represents and warrants to the City of Cocoa that they have read, understand, and agree to abide by all the terms and conditions set forth in the solicitation and all subsequently issued addendums.

Respondent certifies, represents, and warrants that all information contained in Respondent’s submittal is accurate and truthful and that the City of Cocoa will rely on said information during its review of the submittal. Respondent understands and agrees that misleading, fraudulent, untruthful, and deceitful information, whether presented to the City in writing or verbally, shall be grounds for immediate disqualification.

The undersigned acknowledges receipt of the following addenda to the solicitation document(s) (Give number and date of each, or leave blank if none):

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

THE UNDERSIGNED RESPONDENT HEREBY AGREES TO THE TERMS AND CONDITIONS SET FORTH ABOVE AND CONTAINED ELSEWHERE IN THIS SOLICITATION AND CERTIFIES THAT INFORMATION AS PROVIDED HEREIN, IS TRUTHFUL, AND CORRECT AT THE TIME OF SUBMISSION.

Company Name: _____

Address: _____

Telephone: _____ Email: _____

Authorized Signature _____ Date _____

Name _____ Title _____

STATE OF _____

COUNTY OF _____

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

NOTARY PUBLIC, State of _____

2 BID FORM

Proposal of _____
(Name)

(Address)

to furnish all materials, service, equipment, and labor required for the supply of **Water and Wastewater Treatment Chemicals** as indicated in the bid documents.

Bidders:

The undersigned Bidder has carefully examined the Contract Documents and is familiar with the nature and extent of the work and any local conditions that may in any manner affect the work to be done and the equipment, materials and labor required. The undersigned agrees to do all of the work called for by said plans and specifications, in the manner prescribed therein, in accordance with the Contract Documents, for the prices stated in the spaces herein provided.

Specification Section	Description	Unit	Unit Cost	Minimum Order Quantity for Delivery
5.01	Quick Lime 3/8"	TON	\$	
	Quick Lime 3/4"	TON		
	Quick Lime 1/2" x 1/8" Rice	TON	\$	
5.02	Soda Ash	TON	\$	
5.03	Anhydrous Ammonia	TON	\$	
5.04	Hydrofluosilicic Acid	TON	\$	
5.05	Carbon dioxide	TON	\$	
5.06	Ferric Sulfate	GAL	\$	
5.07	Liquid Oxygen	LB	\$	
5.08	Ammonium Sulfate	GAL	\$	
5.09	Wisprofloc – N Starch	TON	\$	
5.10	Liquid Aluminum Sulfate	GAL	\$	

THE UNDERSIGNED ALSO AGREES AS FOLLOWS:

1. TERMINATION FOR DEFAULT:

- a.** The performance of work under this agreement may be terminated by the City, in whole or in part, in writing, whenever the City shall determine that the Contractor has failed to meet performance requirements of this Agreement.
- b.** The City has a right to terminate for default if the Contractor fails to make delivery of the supplies or perform the Work, or if the Contractor fails to perform the work within the time specified in the Agreement, or if the Contractor fails to perform any other provisions of the Agreement.
- c.** Failure of a Contractor to deliver or perform the required work within the time specified, or within a reasonable time as determined by the City or failure to make replacements of rejected articles or work when so requested, immediately or as directed by the City, shall constitute authority for the City to purchase in the open market articles or work of comparable grade to replace the articles or Work rejected, not delivered, not completed. On all such purchases, the Contractor or his surety shall reimburse the City, within a reasonable time specified by the City, for any expense incurred in excess of the Agreement prices.
- d.** Such purchases shall be deducted from Agreement quantities. Should public necessity demand it, the City reserves the right to utilize services or use and/or consume articles delivered which are substandard in quality, subject to an adjustment in price to be determined by the City. The Contractor shall not be liable for any excess costs if acceptable evidence has been submitted to the requesting departments Director that failure to perform the Work was due to causes beyond the control and without the fault or negligence of the Contractor.

2. FAMILIARITY WITH THE WORK:

The Contractor by executing this Agreement acknowledges full understanding of the extent and character of the Work required and the conditions surrounding the performance thereof. The City will not be responsible for any alleged misunderstanding of work to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof. It is understood that the execution of this Agreement by the Contractor serves as his stated commitment to fulfill all the conditions referred to in this Agreement.

3. FOB POINT/CHEMICAL QUANTITIES BY PARTICIPATING ENTITY

All chemicals shall be FOB Destination (Delivery Point) Cost for delivery and unloading are to be included in the bid price. Brevard County Public Entity Purchasing Cooperative **members or other participating entities will provide locations and quantities by issuance of a purchase order.**

4. The Buyer reserves the right to increase or decrease these estimated quantities as needed.

5. Contract is for period from October 1, 2024, through September 30, 2025. Contract is renewable for three (3) consecutive twelve (12) month periods, with an option to negotiate rates in accordance with section 1.06 of this Invitation to Bid , not to exceed three (3) consecutive years, at the approval of both parties and contingent on funds and approval by the Cocoa City Council and participating BCPEPC member governing Councils/Commissions.

6. Any deviation(s) from the specifications must be so indicated on the EXCEPTIONS TO SPECIFICATIONS form.

7. The City shall receive shipments as required on an as needed basis throughout the year.
8. POTENTIAL BIDDERS ARE FREE TO BID ON ANY OR ALL ITEMS REFLECTED IN THE BID FORM. ITEMS THAT ARE NOT BID SHOULD BE MARKED N/B OR LEFT BLANK.

Company Name:			
Address:			
Telephone:		Email:	
Authorized Signature		Date	
Name		Title	

This image shows a full page of blank, lined paper. It features approximately 20 evenly spaced horizontal blue or grey lines across its entire width, typical of notebook paper. The lines are uniform in thickness and spacing, providing a guide for handwriting. There are no margins, text, or other markings on the page.

4 REFERENCES

Bidder shall submit as a part of the bid package, three (3) work references. The Bidder must include name of the business, address, contact person, and telephone number. This list of references must be of similar nature and size preferably governmental/Municipalities.

Business Name	
Address	
Telephone Number	
Contact Person	

Business Name	
Address	
Telephone Number	
Contact Person	

Business Name	
Address	
Telephone Number	
Contact Person	

5 STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered, and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The bidder may submit any additional information he desires.

- A. Name of Bidder:_____
- B. Permanent main office address:_____
- C. When organized (Month/Year): _____, 19_____
- D. If a corporation, where incorporate (State): _____
- E. How many years have you been engaged in the contracting business under your present firm or trade name? (Years)_____
- F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)

Contract Name	Amount of Contract	Anticipated Completion Dates

- G. General character of work performed by your company._____

- H. Have you ever failed to complete any work awarded to you? Yes ☐ No ☐ If yes, please specify where and why:_____

- I.

Have you ever defaulted on a contract? Yes ☐ No ☐ If yes, please specify where and why

J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.

Project Name	Approximate Cost	Month Completed	Year Completed

K. List your major equipment: _____

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any Information requested by the City of Cocoa in verification of the recitals comprising this Statement of Bidder’s Qualifications.

Company Name:			
Address:			
Telephone:		Email:	
Authorized Signature		Date	
Name		Title	

6 INSURANCE REQUIREMENTS

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

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

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

- C. City as Additional Insured. The successful Bidder/Contractor and/or subcontractor shall name the “City of Cocoa” as an Additional Insured, to the extent of the services to be provided hereunder, on all required insurance policies, and provide the City with proof of same.
- D. Certificates of Insurance. The successful Bidder/Contractor and/or subcontractor shall provide the City’s Purchasing & Contracts Division with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:
1. The name of the insured Contractor,
 2. The specified job by name and job number,
 3. The name of the insurer,
 4. The number of the policy,

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

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

***NOTE – FOR CONTRACTING PURPOSES, THE CERTIFICATE OF INSURANCE MUST BE DELIVERED TO CITY OF COCOA, PURCHASING & CONTRACTS DIVISION, 65 STONE STREET, COCOA, FLORIDA 32922**

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

AFFIANT SIGNATURE

Typed Name of AFFIANT

Title

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

NOTARY PUBLIC
STATE OF _____
MY COMMISSION EXPIRES: _____

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

7 **Certificate of Non-Segregated Facilities**

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

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

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

Company Name:			
Address:			
Telephone:		Email:	
Authorized Signature		Date	
Name		Title	

8 Drug-Free Workplace Certification

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

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

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

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

Company Name:

Address:

Telephone:

Email:

Authorized Signature

Date

Name

Title

9 Conflict of Interest and Non-Collusion Statement

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

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

[Please print name of individual signing]

B. **CONFLICT OF INTEREST**

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

C. **NON-COLLUSION PROVISION CERTIFICATION**

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

D. **LOBBYING CERTIFICATION**

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

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

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

Company Name: _____

Address: _____

Telephone: _____ **Email:** _____

Authorized Signature **Date**

Name **Title**

STATE OF _____
COUNTY OF _____

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

NOTARY PUBLIC, State of _____

10 **Organizational Information**

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

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

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

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

Company Name:

Address:

Telephone:

Email:

Authorized Signature

Date

Name

Title

11 Proposed Schedule of Subcontractor Participation

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

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

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

Company Name:

Address:

Telephone:

Email:

Authorized Signature

Date

Name

Title

12 Truth-in-Negotiations Certification

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

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

Company Name: _____

Address: _____

Telephone: _____ Email: _____

Authorized Signature Date

Name Title

STATE OF _____
COUNTY OF _____

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

NOTARY PUBLIC, State of _____

13 Contractor Certification Regarding Scrutinized Companies

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

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

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

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

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

Bidder/Contractor Name: _____

Mailing Address: _____

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

Signatory Printed Name FEIN: _____ Authorized

Title Date

14 E-Verify Contractor Affidavit

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

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

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

Company Name: _____
Address: _____
Telephone: _____ Email: _____

_____ Authorized Signature	_____ Date
_____ Name	_____ Title

STATE OF _____
COUNTY OF _____

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

NOTARY PUBLIC, State of _____

FEDERALLY REQUIRED CONTRACT CLAUSES FOR FEMA GRANTEES AND SUBGRANTEES

1. *Equal Employment Opportunity*

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

2. *Compliance with the Davis-Bacon Act*

The contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors are required to pay wages not less than once a week. Prevailing wage determinations are issued by the Department of Labor and can be found by visiting their website at: <https://www.dol.gov/agencies/whd/government-contracts/construction>. These rates may be subject to change based on the January 2022 update.

3. *Compliance with the Copeland "Anti-Kickback" Act*

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

4. *Compliance with the Contract Work Hours and Safety Standards Act*

- (1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- (3) *Withholding for unpaid wages and liquidated damages.* The CITY OF COCOA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- (4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section

~~5. Rights to Inventions Made Under a Contract or Agreement Not Applicable~~

~~Include CFR Title 37 § 401.14 Standard patent rights clauses when applicable~~

6. Clean Air Act

- a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- b. The contractor agrees to report each violation to the City of Cocoa and understands and agrees that the City of Cocoa will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
- c. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

7. Federal Water Pollution Control Act

- a. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.
- b. The contractor agrees to report each violation to the City of Cocoa and understands and agrees that the City of Cocoa will, in turn, report each violation as required to assure notification to the Florida Division of Emergency Management, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

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- c. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

8. Suspension and Debarment

- a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by the City. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida and, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

9. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

- a. Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

10. PROCUREMENT OF RECOVERED MATERIALS

- a. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 - i. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - ii. Meeting contract performance requirements; or
 - iii. At a reasonable price.
- b. Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement guidelines web site, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.
- c. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

11. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

- a. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in

FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

- b. Prohibitions.
 - i. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
 - ii. Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
 - 1. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - 2. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - 3. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
 - 4. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
- c. *Exceptions.*
 - i. This clause does not prohibit contractors from providing—
 - 1. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - 2. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
 - ii. By necessary implication and regulation, the prohibitions also do not apply to:
 - 1. Covered telecommunications equipment or services that:
 - a. Are *not used* as a substantial or essential component of any system; *and*
 - b. Are *not used* as critical technology of any system.
 - 2. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.
- d. *Reporting requirement.*
 - i. In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

- ii. The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:
 - 1. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - 2. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.
- e. *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

12. DOMESTIC PREFERENCES FOR PROCUREMENTS

- a. As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause:
 - i. Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - ii. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

13. Access to Records

The following access to records requirements apply to this contract:

- (1) The contractor agrees to provide the City, the State of Florida, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

14. DHS Seal, Logo, and Flags

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

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

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

16. No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

17. Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

18. Affirmative Socioeconomic Steps

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women’s business enterprises, and labor surplus area firms are used when possible.

19. ~~Copyright and Data Rights– Not applicable~~

~~The Contractor grants to the CITY OF COCOA a paid-up, royalty free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the CITY OF COCOA or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the CITY OF COCOA first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the CITY OF COCOA.~~

THE UNDERSIGNED RESPONDENT HEREBY AGREES TO THE TERMS AND CONDITIONS SET FORTH ABOVE AND CONTAINED ELSEWHERE IN THIS AGREEMENT AS IF SET FORTH ABOVE

Company Name:

Address:

Telephone:

Email:

Authorized Signature	Date
Name	Title

ATTACHMENT 1
SERVICE AGREEMENT



Purchasing

65 Stone Street • Cocoa, FL 32922

PHONE: (321) 433-8833

EMAIL: PURCHASING@COCOAFL.GOV

August 13, 2024

Addendum 1

To the Contract Documents and Specifications:

ITB# B-23-25-BCPEPC

Water Treatment Chemicals

To All Plan Holders:

The following addresses and provides clarification of the Bidding Documents and Specifications as fully and completely as if the same were fully set forth therein. Receipt of this addendum must be noted on the Receipt of Addendum(s) and Acknowledgement Form.

- A. At the time the bid was published estimated quantities are only available for the City of Cocoa and the City of Titusville. Quantities and locations for other member agencies will be provided by that agency at the time of order however subject to the availability by the supplier. Supplier may specify minimum order quantities in its response to the solicitation. The table below provides the estimated quantities for the City of Cocoa and the City of Titusville only.

Estimated Annual Quantities and Current Pricing

ITB B-25-01-BCPEPC

AGENCY NAME	CITY OF COCOA	CITY OF TITUSVILLE	CITY OF TITUSVILLE		Current cost per UOM (City of Cocoa)	
Location Name	Dyal WTP	Mourning Dove WTP	Osprey WTF	Total		Notes
Quick Lime 3/8" Pebble (TON)	5,700			5,700	\$468.40	Carmeuse Lime & Stone
Quick Lime 3/4" Pebble (TON)				N/A	\$468.40	Carmeuse Lime & Stone
Quick Lime 1/2" X 1/8" Rice (TON)		1,555		1,555	N/A	No Current Contract
Soda Ash (TON)	2,712			2,712	\$430.00	Genesis Alkali
Anhydrous Ammonia (TON)		5		5	N/A	No Current Contract
Hydrofluosilicic Acid (GAL)		34,000		34,000	N/A	No Current Contract
Carbon Dioxide (TON)	1,068	80		1,148	\$470.00	Matheson Tri-Gas Inc.

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Ferric Sulfate (TON)	1,200			1,200	\$2,355.00	THATCHER CHEMICAL OF FLORIDA, INC. Cost shown per dry ton of iron as per prior bid. Current Bid is per ton.
Liquid Oxygen (LB)	992,080			992,080	\$0.07	Linde Inc.
Ammonium Sulfate (GAL)	84,896	600		85,496	\$1.89	Hawkins, Inc.
Wisprofloc Starch (TON)				N/A	N/A	No Current Contract
Liquid Aluminum Sulfate (GAL)			15,000	15,000	N/A	No Current Contract

**Additional quantities are likely by other cooperative member entities and/or other non-member public entities eligible to participate in the cooperative however estimates were not available at the time of publication.*

Location Name	Street	City	State	ZIP
Dyal WTP	28400 S.R. 520	Christmas	FL	32709
Mourning Dove Water Plant	2836 Garden Street	Titusville	FL	32796
Osprey WTF	1105 Buffalo Road	Titusville		32796

B. This addendum includes and addresses the following questions:

- B.1. On page 54, the aluminum sulfate spec states delivery will be 1000-1500 gallons, is this for all locations requiring liquid alum? [Known annual quantities are shown in the table above. Actual order amounts and locations may vary. You may state a minimum order amount on the bid.](#)
- B.2. Can we please have a copy of your Equal Employment Opportunity policy? The City of Cocoa's EEO policy can be found on page 29 of the City's employee handbook using the following web link: <https://www.cocoafl.gov/DocumentCenter/View/12681/City-of-Cocoa-Employee-Handbook-ADApdf>
- B.3. Do any of the ammonium sulfate deliveries require a small truck to access the site? The City of Cocoa does not have any delivery restrictions. Contact the City of Titusville procurement division representative Christopher Laabs at Christopher.Laabs@Titusville.com for more information on the Osprey WTF location.
- B.4. In section 1.6 the adjustment mechanism for the renewal terms references the use of the PPI Chemicals and Allied Products-Synthetic Ammonia, Nitric Acid and Ammonium Compounds, Not Seasonally Adjusted. Series ID: WPU0652013A. However, this mechanism will not address adjustment of Aluminum Sulfate or Ferric Sulfate, are there other PPI series that the City intends to use or another mechanism to address price changes? [For the metal based materials we can use index WPU10.](#)

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C. All other Bidding/Contract Documents and Specifications remain unchanged.

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

Brian Dale
Purchasing Manger
City of Cocoa

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Bid Tabulation
B-25-01- BCPEPC
Water and Wastewater Treatment Chemicals

Bidder	Spec	5-1a	5-1b	5-1c	5-2	5-3	5-4	5-5	5-6	5-7	5-8	5-9	5-10
	Desc.	Quick Lime 3/8" Pebble	Quick Lime 3/4" Pebble	Quick Lime 1/2" X 1/8" Rice	Soda Ash	Anhydrous Ammonia	Hydro- fluosilicic Acid	Carbon Dioxide	Ferric Sulfate	Liquid Oxygen	Ammonium Sulfate	Wisrofloc Starch	Liquid Aluminum Sulfate
	Unit	TON	TON	TON	TON	TON	TON	TON	GAL	LB	GAL	TON	GAL
Brenntag mid-South 250 Central Florida Parkway Orlando, FL 32824	Bid Price				526.30								
	Min. Order				44,000 lbs.								
Univar Solutions USA, LLC 8201 S. 212th Kent, WA 98032-1994	Bid Price			580.00	1,269.62		570.322 2.90/6a)				2.499		1.98
	Min. Order			NO minimum	NO minimum		NO minimum				NO minimum		NO minimum
Lhoist North America 3016 Harden Blvd #386 Lakeland, FL 33803-5938	Bid Price	679.85	679.85	679.85									
	Min. Order	25 ton min. Qty	25 ton min Qty	25 ton min Qty									
Thatcher Chemical of Florida, Inc. PO Box 27407 Salt Lake City, UT 84127-0407	Bid Price				510.00				1.67		2.54		2.16
	Min. Order				23 tons min order				3400 gallons min.		300 gallons min.		1,000 gallons min.
Tanner Industries, Inc. 735 Davisville Road Southampton, PA 18966	Bid Price					2,660.00							
	Min. Order					2,000 lbs.							
Carmeuse Lime + Stone Inside Sales 11 Stanwix St., 21st Floor Pittsburgh, PA 15222	Bid Price	518.40	518.40	518.40									
	Min. Order	20 ton min	20 ton min	20 ton min									
Hawkins Inc DBA Hawkins Water Treatment Group, Inc. 2381 Rosegate Roseville, MN 55113	Bid Price						887.00				3.85		2.69
	Min. Order						NO min. Order				NO min. Order		NO min Order
Matheson Tri-Gas, Inc. 909 Lake Carolyn Pkwy, STE 1300 Irving, TX 75039	Bid Price							425.00					
	Min. Order												

	Spec	5-1a	5-1b	5-1c	5-2	5-3	5-4	5-5	5-6	5-7	5-8	5-9	5-10
	Desc.	Quick Lime 3/8" Pebble	Quick Lime 3/4" Pebble	Quick Lime 1/2" X 1/8" Rice	Soda Ash	Anhydrous Ammonia	Hydro- fluosilicic Acid	Carbon Dioxide	Ferric Sulfate	Liquid Oxygen	Ammonium Sulfate	Wisrofloc Starch	Liquid Aluminum Sulfate
Bidder	Unit	TON	TON	TON	TON	TON	TON	TON	GAL	LB	GAL	TON	GAL
C+S Chemicals 936 Holcomb Bridge Rd Roswell, GA 30076	Bid Price												2.25
	Min. Order												1,000 gal min.
Kemira Water Solutions 4321 W. 6th St. Lawrence, KS 66049	Bid Price								1.88/gallon 279.50 per wet Ton				
	Min. Order								Full Truck load 48,000 - 50,000 lbs.				
Genesis Alkali, LLC 1735 Market St Philadelphia, PA 19103	Bid Price				480.00								
	Min. Order				40,000 lbs min order.								
Linde Inc. 7000 High Grove Blvd. Burr Ridge, IL 60524	Bid Price									\$0.0721			
	Min. Order									no minimum order			
	Bid Price												
	Min. Order												
	Bid Price												
	Min. Order												
	Bid Price												
	Min. Order												
	Bid Price												
	Min. Order												
	Bid Price												
	Min. Order												



Finance Department

65 Stone Street • Cocoa, FL 32922

PHONE: (321) 433-8685

FAX: (321) 433-8685

www.CocoaFL.gov

**CITY OF COCOA
AMENDMENT TO SERVICE AGREEMENT
1st AMENDMENT**

**Water and Wastewater Treatment Chemical – Ferric Sulfate
CONTRACT NO. B-25-01-BCPEPC-F**

This FIRST Amendment to the Service Agreement for Water and Wastewater Treatment Chemical – Ferric Sulfate is made between the City of Cocoa and Thatcher Chemical of Florida, Inc., 245 Hazen Road, Deland, FL 32720.

The agreement entered on September 10, 2024, is hereby amended to renew for the first renewal option for twelve (12) additional months, at the same rate (\$1.67/gallon, minimum order quantity for delivery 3,400 gallons) terms, and conditions commencing on October 1, 2025, and terminating on September 30, 2026.

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

**THATCHER CHEMICAL OF FLORIDA
INC.**

CITY OF COCOA

By: Michael T. Mitchell
(Name) Printed

PRESIDENT
(Title)

[Signature]
Signature

Date

By: Stockton Whitten
(Name) Printed

City Manager
(Title)

[Signature]
Signature

Date

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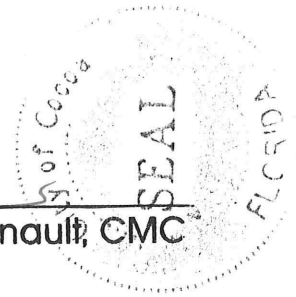
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ATTESTED BY:

James Mitchell / COO
Signature/Title

CC: Monica Arsenault, City Clerk
James Mitchell, Chief Operator
Brian Dale, Purchasing Manager

Attest: *Monica Arsenault*
Monica Arsenault, CMC
City Clerk
City of Cocoa





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/20/2025

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

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

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 6967 S River Gate Dr Ste 200 Midvale UT 84047	CONTACT NAME: Carolyn Maldonado PHONE (A/C, No, Ext): 801-290-3181 E-MAIL ADDRESS: certrequests@ajg.com	FAX (A/C, No):
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : AIG Specialty Insurance Company		26883
INSURER B : New Hampshire Insurance Company		23841
INSURER C : National Union Fire Insurance Company of Pittsburg		19445
INSURER D : Aspen American Insurance Company		43460
INSURER E :		
INSURER F :		

COVERAGES**CERTIFICATE NUMBER:** 1857665073**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		EG14246248-07	6/30/2025	6/30/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 POLLUTION LEGAL \$ 1,000,000
C	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y		4489610	4/1/2025	4/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$	Y		EGU14246249-07	6/30/2025	6/30/2026	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A	WC13711863	4/1/2025	4/1/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
D	Motor Truck Cargo			IM0153525	6/30/2025	6/30/2026	Cargo Limit \$100,000
A	Pollution Liability			EG14246248-07	6/30/2025	6/30/2026	\$1,000,000

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

Verification of insurance subject to the terms and conditions of the policy

Named Insured's:

Thatcher Company, Inc.

Thatcher Group, Inc.

Thatcher Transportation, Inc.

Thatcher Company of Arizona, Inc.

Thatcher Company of California, Inc.

Thatcher Company of Montana, Inc.

See Attached...

CERTIFICATE HOLDER**CANCELLATION**City of Cocoa, FL
65 Stone Street
Cocoa FL 32922
USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY Arthur J. Gallagher Risk Management Services, LLC		NAMED INSURED Thatcher Company, Inc Thatcher Chemical 1905 Fortune Rd Salt Lake City, UT 84104-3724
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Thatcher Company of Nevada, Inc.
Thatcher Company of New York, Inc.
Thatcher Chemical of Florida, Inc.
Thatcher Pharmaceuticals, Inc.
Thatcher Company of North Dakota, Inc.

All carriers are rated A XV

The CITY shall be an additional insured on all stipulated insurance policies as its interest may appear, from time to time, excluding worker's compensation and professional liability policies. RE: ITB B-22-12-COC, Ferric Sulfate

ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/2025 forms a part of

Policy No. **4489610** issued to Thatcher Company

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

ADDITIONAL INSURED:

"ANY PERSON OR ORGANIZATION TO WHOM YOU ARE CONTRACTUALLY BOUND TO PROVIDE ADDITIONAL INSURED STATUS, BUT ONLY TO THE EXTENT AS SUCH PERSON'S OR ORGANIZATIONS LIABILITY ARISING OUT OF USE OF A COVERED AUTO."

I. SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. - Who Is Insured, is amended to add:

- d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:

- (1) The coverage and/or limits of this policy, or
- (2) The coverage and/or limits required by said contract or agreement.

AUTHORIZED REPRESENTATIVE

ENDORSEMENT NO. 13

This endorsement, effective 12:01 AM, **6/30/2025**
Forms a part of Policy No.: **EG14246248-07**

Issued to: THATCHER COMPANY

By: AIG SPECIALTY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**COVERAGES A, B AND E ADDITIONAL INSURED -
DESIGNATED PERSON(S) OR ORGANIZATION(S) ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY AND
POLLUTION LEGAL LIABILITY COVERAGE FORM**

Solely as respects Coverages A, B and E, **SECTION II - WHO IS AN INSURED** is amended to include as an insured the person(s) or organization(s) shown in the Schedule below, but only with respect to **bodily injury, property damage, personal and advertising injury, environmental damage or emergency response costs** caused in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A.** In the performance of **your work**; or
- B.** In connection with your premises owned by or rented to you.

SCHEDULE

Name of Additional Insured Person(s) or Organization(s):
BLANKET WHERE REQUIRED BY WRITTEN CONTRACT OR
WRITTEN AGREEMENT

All other terms, conditions, and exclusions shall remain the same.



AUTHORIZED REPRESENTATIVE
or countersignature (in states where applicable)

CITY COUNCIL AGENDA ITEM

Memo Date: December 19, 2025
Agenda Date: January 13, 2026
File ID: 2025-1272
Prepared By: Frank Mirabito
Through: Abigail Morgan, Public Works Director
Requested Action: Approve and Execute a Resolution authorizing a Multi-Year Highway Maintenance Memorandum of Agreement (AT413) between the City of Cocoa and the Florida Department of Transportation (FDOT). Approve and execute the Multi-Year Highway Memorandum of Agreement (AT413) between the City of Cocoa and the FDOT.

BACKGROUND:

The Highway Maintenance Memorandum of Agreement (ASE66) between the City of Cocoa and the Florida Department of Transportation (FDOT) is set to expire March 31, 2026. The replacement agreement, AT413, has been submitted for the City's approval. This agreement shall be for a period of three years from the effective date on the Notice to Proceed, and may be renewed for a period that may not exceed one three-year term.

As part of this agreement, the City of Cocoa's maintenance responsibilities include: mowing, trimming, and litter removal along portions of State Road SR 501 (Clearlake), SR 519 (Fiske), SR 5 (Cocoa Blvd / US1), SR 524, and SR 520 (King St), as described in Exhibit B of the attached Agreement.

Following a Notice to Proceed, FDOT agrees to pay the City of Cocoa compensation for the cost of maintenance as described in the attached Agreement. The payment amount will be \$16,478.50 per quarter or \$65,914.00 per year.

The roadways included in the Agreement are as follows:

PROJECT LIMITS:

<u>SECTION</u>	<u>S.R.</u>	<u>LOCATION</u>	<u>LENG</u>
70011	SR 501	Clearlake Road from Dixon Blvd (MP 1.193) to Industry Rd (MP 3.358) NOTE: Medians are NOT included	2.165 mil
70014	SR 519	S Fiske Blvd from Rosa L Jones (MP 4.163) to SR 520/W King St (MP 4.604)	0.441 mil
70020	SR 5	US1 from 500' South of Rosa L Jones (MP 20.545) to High Point Dr (MP 24.562)	4.017 mil
70100	SR 520	West Kings Street from Virginia Ave (MP 7.596) to River Edge Dr (MP 9.256)	1.66 mile
70100-001	SR 520	Willard St from SR 5/US1 (MP 0.000) to River Edge Blvd (MP 0.691)	0.691 mil
70070	SR 524	State Road 524 from Cox Road (MP 2.920) to Industry/US1 on ramps (MP 4.762)	1.842 mil

PRIORITY AREA CONNECTION:

Public Safety/Community Standards

BUDGETARY IMPACT:

Revenue from FDOT will be realized to partially offset the City's cost of increased maintenance.

If a budget amendment is needed to accept the additional revenue, staff will return mid-year with a budget amendment.

Account Number	001-3520-572.46-00
Account Name	Repairs & Maintenance
Revenue	\$65,914.00 (Annually)

PREVIOUS ACTION:

Council approved the first and final renewal to MOA ASE66 on December 13, 2022.

RECOMMENDED MOTION:

Approve and Execute a Resolution authorizing a Multi-Year Highway Maintenance Memorandum of Agreement (AT413) between the City of Cocoa and the Florida Department of Transportation (FDOT). Approve and execute the Multi-Year Highway Memorandum of Agreement (AT413) between the City of Cocoa and the FDOT.

FLORIDA DEPARTMENT OF TRANSPORTATION
HIGHWAY MAINTENANCE MEMORANDUM OF AGREEMENT

REV. 07/21/2021

CONTRACT NO.: AT413

FINANCIAL PROJECT NO.: 244348-1-78-04

This AGREEMENT, entered this _____ day of _____, 20____, by and between the Florida Department of Transportation, a component agency of the State of Florida, hereinafter called the **DEPARTMENT** and the City of Cocoa, a municipal corporation duly enacted under the laws of the State of Florida, hereinafter called the **LOCAL GOVERNMENT**.

RECITALS

WHEREAS, as part of the continual updating of the State of Florida Highway System, the **DEPARTMENT**, for the purpose of safety and functionality, has constructed roadway, roadside areas, and medians on that part of the State Highway system within the limits of the **LOCAL GOVERNMENT** or adjacent to;

WHEREAS, the **LOCAL GOVERNMENT** acknowledges that there is mutual benefit in effectively maintaining these areas and the **LOCAL GOVERNMENT** is of the opinion that said roadway, roadside areas and median strips shall be attractively maintained;

WHEREAS, the parties hereto mutually recognize the need for entering into an Agreement designating and setting forth the responsibilities of each party;

WHEREAS, the **LOCAL GOVERNMENT**, by Resolution _____ dated the _____ day of _____, 20____ attached hereto as **EXHIBIT "A"**, which by reference hereto shall become a part hereof, desires to enter into this Agreement and authorizes its officers to do so.

NOW THEREFORE, for and in consideration of mutual benefits to flow each to each other, the parties covenant and agree as follows:

PROVISIONS

- 1) The **LOCAL GOVERNMENT** shall be responsible for routine maintenance activities of all roadway features within the **DEPARTMENT's** right of way having limits described in **EXHIBIT "B"**, or subsequent amended limits mutually agreed upon in writing by both parties. For the purpose of this Agreement, the maintenance activities to be performed by the **LOCAL GOVERNMENT** are defined in **EXHIBIT "C"**, or as defined by amended definitions agreed upon in writing by both parties.
- 2) The **LOCAL GOVERNMENT** shall perform the maintenance activities as described in **EXHIBIT "C"** in accordance with **DEPARTMENT** publications:
 - a) Maintenance Rating Program (MRP) Handbook, latest edition, which by reference hereto shall become a part hereof. The activities shall be performed in a manner that results in a minimum MRP score of 80.

- b) Standard Plans, current edition, which by reference hereto shall become a part hereof.
- 3) The **LOCAL GOVERNMENT** shall be responsible for monitoring maintenance operations and the maintenance of traffic ("MOT") throughout the term of the Agreement in accordance with the latest edition of FDOT Standard Specifications, Section 102. The **LOCAL GOVERNMENT** is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of FDOT Standard Plans, Index 102-600 series.
- 4) The **DEPARTMENT** may, at its discretion, perform periodic inspections of any or all locations. If it is determined that any of the roadway features defined in **EXHIBIT "C"** are not being maintained as required by this Agreement, the **DEPARTMENT** will issue a notice of such deficiency to the **LOCAL GOVERNMENT's** point of contact by email or certified mail. The **LOCAL GOVERNMENT** shall have thirty (30) days to correct the deficiency (ies) and to notify the **DEPARTMENT** by email or certified mail, that the deficiency (ies) has been corrected. If said deficiency or deficiencies are not corrected within this time period the **DEPARTMENT** may at its option, proceed as follows:
- a) Maintain the roadway features declared deficient with the **DEPARTMENT** or **DEPARTMENT** Contractor's material, equipment and personnel. The actual cost for such work will be deducted from payment to the **LOCAL GOVERNMENT**; or
 - b) Terminate this Agreement in accordance with the provisions of this Agreement.
- 5) In the event of a Governor Declared Emergency, a natural disaster or significant occurrence (hurricane, tornado, vehicle accident, hazardous waste spills, etc.) the **LOCAL GOVERNMENT** and the **DEPARTMENT** will cooperate and coordinate the use of their respective resources to provide for clean up, removal, and disposal of debris or other substances from the **DEPARTMENT's** right of way described in **EXHIBIT "B"** or any amended limits mutually agreed upon in writing by both parties hereto. The **DEPARTMENT** will not deduct any payment to the **LOCAL GOVERNMENT**, costs for impairment of performance of any activity or part thereof defined in **EXHIBIT "C"**, as a result of such event and the redirection of **LOCAL GOVERNMENT** forces towards fulfillment of the responsibility under this article. This paragraph shall not be interpreted to reduce the **LOCAL GOVERNMENT's** right to compensation or reimbursement from any other sources (i.e.: FEMA) for the debris removal or other activities of the **LOCAL GOVERNMENT** subsequent to a natural disaster or accident.
- 6) During the term of this Agreement, the **DEPARTMENT** may from time to time engage in transportation projects on the roads covered by this Agreement. Some of these projects may involve the **DEPARTMENT's** construction contractor temporarily assuming maintenance responsibility for the limits of the project. In that event, the **DEPARTMENT** will notify the **LOCAL GOVERNMENT** of the limits of the project and the time frame for that project. During that time and for those limits, the **LOCAL GOVERNMENT** may be released from its obligation to perform maintenance on those roads and the compensation to be paid under this Agreement may be reduced for the duration of the construction project. The reduction in compensation shall be based on the formula used to initially compute the amount of compensation under this Agreement. The **LOCAL GOVERNMENT** will be notified of the amount of the reduction as part of the aforementioned notice.

TERM

- 1) After this Agreement has been executed by the parties, the **DEPARTMENT** will issue a Notice to Proceed to the **LOCAL GOVERNMENT** which may be sent by electronic mail at the **DEPARTMENT's discretion**. The term of this Agreement commences on the effective date of the Notice to Proceed and will continue for a period of three (3) years from the effective date on the Notice to Proceed. This Agreement may be renewed for a period that may not exceed one three (3) year term.
- 2) A renewal may be made at the discretion of the **DEPARTMENT** and will be subject to the same terms and conditions set forth in this Agreement. A renewal shall be contingent upon satisfactory performance evaluations by the **DEPARTMENT** and subject to the availability of funds. Renewals must be mutually agreed upon by both parties and in writing and must be executed prior to the expiration date of its preceding term.
- 3) In the event this Agreement extends beyond the **DEPARTMENT's** current Fiscal year that begins July 1 of each year and ends June 30 of each succeeding year, the **LOCAL GOVERNMENT** and the **DEPARTMENT** mutually agree that the State of Florida's performance and obligation to pay under this contract is contingent upon and annual appropriation by the Legislature. In addition, Section 339.135(6)(a), Florida Statutes, is incorporated by reference, and is set forth herein below as follows:

F.S. "339.135(6)(a)"- The Department, during any Fiscal Year, shall not expend money, incur any liability, or enter into any Contract which, by its terms, involves any expenditure of money in excess of the amounts budgeted as available for expenditure during such Fiscal Year. Any Contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid under such contract. The Department shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such Contract or any other binding commitment of funds. Nothing herein shall prevent the making of Contracts for periods exceeding one (1) year, but any Contract so made shall be executory only for the value of services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all Contracts of the Department which are for an amount in excess of \$25,000 and having a term for a period of more than one year.

COMPENSATION

- 1) The **DEPARTMENT** agrees to pay the **LOCAL GOVERNMENT**, following a Notice to Proceed, compensation for the cost of maintenance as described in the Provisions Section of this Agreement. The payment will be for the amount of \$16,478.50 per quarter, equating to \$65,914.00 per year for the duration of the term.
- 2) Payment shall be made only after receipt of goods and services as provided in Section 215.422, Florida Statutes. Detailed quarterly invoices and any associated documents, including Maintenance Management Systems (MMS) breakdown of all activities, shall be submitted to the **DEPARTMENT's** Project Administrator: Crystal Murphy. Delivery shall be effective upon receipt of a proper quarterly invoice and any required associated documents.
 - a) Upon receipt, the **DEPARTMENT** has seven (7) working days to inspect and approve the goods and services, unless otherwise specified herein. The **DEPARTMENT** has twenty (20) days to

deliver a request for payment (voucher) to the Department of Finance. The twenty (20) days are measured from the latter of the date the invoice is received, at the location stated herein, or the goods and services are received, inspected and approved.

- b) Any penalty for delay in payment shall be in accordance with Section 215.422, Florida Statutes. Section 215.422(5), Florida Statutes, provides that all purchasing Agreements between a State agency and a vendor, applicable to this section, shall include a statement of the vendor's rights and the State's responsibilities under this section. The vendor's rights shall include being provided with the name and telephone number of the Vendor Ombudsman within the Department of Financial Services.
- c) If payment is not available within forty (40) days, a separate interest penalty as established pursuant to Section 215.422, Florida Statutes, will be due and payable, in addition to the invoice amount, to the **LOCAL GOVERNMENT**. Interest penalties of less than one (\$1.00) dollar shall not be enforced unless the **LOCAL GOVERNMENT** requests payment. Invoices, which have been returned to the **LOCAL GOVERNMENT** because of **LOCAL GOVERNMENT** preparation errors, will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is received by the **DEPARTMENT**.
- d) A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from the **DEPARTMENT**. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Department of Financial Services Consumer Hotline, 1-800-342-2762.

- 3) Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.
- 4) Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request of the **DEPARTMENT** at all times during the period of this Agreement and for three (3) years after final payment is made. Copies of these documents and records shall be furnished to the **DEPARTMENT** upon request. Records of costs incurred include the **LOCAL GOVERNMENT's** general accounting records and project records, together with supporting documents and records of the **LOCAL GOVERNMENT**, all subcontractors performing work, and all other records of the **LOCAL GOVERNMENT** and subcontractors considered necessary by the **DEPARTMENT** for a proper audit of costs.

CONDITIONS FOR TERMINATION

- 1) This Agreement or any part thereof is subject to termination at the discretion of the **DEPARTMENT** under any of the following conditions:
 - a) In the event the Legislature fails to make an annual appropriation to pay for the **LOCAL GOVERNMENT's** services to be performed hereunder.
 - b) The **LOCAL GOVERNMENT** has not complied with the provisions of this Agreement as described herein, or has demonstrated a pattern of repeated non-compliance.
 - c) The **DEPARTMENT** determines that the Agreement is no longer feasible.
- 2) Either party may terminate this Agreement in writing with thirty (30) days' notice.

NOTICES AND POINTS OF CONTACT

All correspondence regarding this Agreement shall be directed to the following points of contact:

a) For the **DEPARTMENT**:

Title: Maintenance Project Manager II

Name: Crystal Murphy

Address: 555 Camp Road, Cocoa, FL 32927

Telephone: (321) 634-6060

Email: Crystal.Murphy@dot.state.fl.us

b) For the **LOCAL GOVERNMENT**:

Title: Public Works Director

Name: Abigail Morgan

Address: 155 N Wilson Ave, Cocoa, FL 32922

Telephone: (321) 433-8910

Email: amorgan@cocoaf1.gov

ADDITIONAL PROVISIONS AND LEGAL REQUIREMENTS

- 1) **LEGAL REQUIREMENTS.** This Agreement is executed and entered into in the State of Florida and will be construed, performed, and enforced in all respects in strict conformity with local, state, and federal laws, rules, and regulations.
 - a) If any term or provision of the Agreement is found to be illegal or unenforceable, the remainder of the Agreement will remain in full force and effect and such term or provision will be deemed stricken.
 - b) The **LOCAL GOVERNMENT** shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the **LOCAL GOVERNMENT** in conjunction with this Agreement. Failure by the **LOCAL GOVERNMENT** to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the **DEPARTMENT**.
 - c) The **LOCAL GOVERNMENT** and the **DEPARTMENT** agree that the **LOCAL GOVERNMENT**, its employees, contractors, subcontractors, consultants, and sub consultants are not agents of the **DEPARTMENT** as a result of this Agreement.
 - d) The **LOCAL GOVERNMENT** shall not cause any liens or encumbrances to attach to any portion of the **DEPARTMENT**'s right-of-way.
 - e) Nothing herein shall be construed as a waiver of either party's sovereign immunity.
- 2) **PUBLIC ENTITY CRIME.** The **LOCAL GOVERNMENT** affirms that it is aware of the provisions of Section 287.133(2)(a), Florida Statutes. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or

consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list. The **LOCAL GOVERNMENT** agrees that it shall not violate Section 287.133(2)(a), Florida Statutes, and further acknowledges and agrees that any conviction during the term of this Agreement may result in the termination of this Agreement.

- 3) **UNAUTHORIZED ALIENS.** The **DEPARTMENT** will consider the employment of unauthorized aliens, by any contractor or subcontractor, as described by Section 274A(e) of the Immigration and Nationalization Act, cause for termination of this Agreement.
- 4) **NON-DISCRIMINATION.** The **LOCAL GOVERNMENT** will not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. The **LOCAL GOVERNMENT** shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management. The **LOCAL GOVERNMENT** shall insert similar provisions in all contracts and subcontracts for services by this Agreement.
- 5) **DISCRIMINATORY VENDOR LIST.** The **LOCAL GOVERNMENT** affirms that it is aware of the provisions of Section 287.134(2)(a), Florida Statutes. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity. The **LOCAL GOVERNMENT** further agrees that it shall not violate Section 287.134(2)(a), Florida Statutes, and acknowledges and agrees that placement on the list during the term of this Agreement may result in the termination of this Agreement.
- 6) **ATTORNEY FEES.** Each Party shall bear its own attorney's fees and costs.
- 7) **TRAVEL.** There shall be no reimbursement for travel expenses under this Agreement.
- 8) **PRESERVATION OF REMEDIES.** No delay or omission to exercise any right, power, or remedy accruing to either Party upon breach or default by either Party under this Agreement, will impair any such right, power or remedy of either party; nor will such delay or omission be construed as a waiver of any breach or default or any similar breach or default.
- 9) **MODIFICATION.** This Agreement may not be modified unless done so in a writing executed by both Parties to this Agreement.
- 10) **NON-ASSIGNMENT.** The **LOCAL GOVERNMENT** may not assign, sublicense, or otherwise transfer its rights, duties, or obligations under this Agreement without the prior written consent of the **DEPARTMENT**. Any assignment, sublicense, or transfer occurring without the required prior written approval of the **DEPARTMENT** will be null and void. The **DEPARTMENT** will at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental entity in the State of Florida, upon giving prior written notice to the **LOCAL GOVERNMENT**. In the event

that the **DEPARTMENT** approves transfer of the **LOCAL GOVERNMENT**'s obligations, the **LOCAL GOVERNMENT** remains responsible for all work performed and all expenses incurred in connection with this Agreement.

- 11) The **LOCAL GOVERNMENT** agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, and subconsultants, who perform work in connection with this Agreement:

“The contractor / subcontractor / consultant / subconsultant shall indemnify, defend, save and hold harmless the State of Florida, Department of Transportation and all of its officers, agents or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the contractor / subcontractor / consultant / subconsultant, its officers, agents or employees.”

- 12) **BINDING AGREEMENT.** This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations, or remedies upon any other person or entity except as expressly provided for in this Agreement.

- 13) **INTERPRETATION.** No term or provision of this Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.

- 14) **ENTIRE AGREEMENT.** This Agreement, together with the attached exhibits and documents made a part by reference, embodies the entire agreement of the Parties. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement. This Agreement supersedes all previous communication, representation, or agreement, either verbal or written, between the Parties. No amendment will be effective unless reduced to writing and signed by an authorized officer of the **LOCAL GOVERNMENT** and the authorized officer of the **DEPARTMENT** or his/her delegate.

- 15) **DUPLICATE ORIGINALS.** This Agreement may be executed in duplicate originals.

- 16) **E-VERIFY – the LOCAL GOVERNMENT shall:**

- a) utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the **LOCAL GOVERNMENT** during the term of the contract; and
- b) expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

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17) The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

EXECUTION

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

LOCAL GOVERNMENT:

By: _____

Printed Name & Title

Attest: _____

Printed Name & Title

Legal Approval: _____

DEPARTMENT:

By: _____

Ron J. Meade, P.E., District Maintenance Engineer
Printed Name & Title

Attest: _____

Victor A. LoPiccolo, Maintenance Project Manager
Printed Name & Title

Legal Approval: _____

EXHIBIT A

Resolution, following on next page.

EXHIBIT B

PROJECT LIMITS:

<u>SECTION</u>	<u>S.R.</u>	<u>LOCATION</u>	<u>LENGTH</u>
70011	SR 501	Clearlake Road from Dixon Blvd (MP 1.193) to Industry Rd (MP 3.358) NOTE: Medians are NOT included	2.165 miles
70014	SR 519	S Fiske Blvd from Rosa L Jones (MP 4.163) to SR 520/W King St (MP 4.604)	0.441 miles
70020	SR 5	US1 from 500' South of Rosa L Jones (MP 20.545) to High Point Dr (MP 24.562)	4.017 miles
70100	SR 520	West Kings Street from Virginia Ave (MP 7.596) to River Edge Dr (MP 9.256)	1.66 miles
70100-001	SR 520	Willard St from SR 5/US1 (MP 0.000) to River Edge Blvd (MP 0.691)	0.691 miles
70070	SR 524	State Road 524 from Cox Road (MP 2.920) to Industry/US1 on ramps (MP 4.762)	1.842 miles

EXHIBIT C

MAINTENANCE ACTIVITIES:

(Maintenance Activities to be included and part of this Agreement will be checked in the INC. column)

<u>INC.</u>	<u>ACTIVITY</u>	<u>DESCRIPTION</u>
☐	433	Sodding: Cutting and placing sod in areas along the roadside associated with reworking non-paved shoulders, slopes, ditches, median islands, utility strips and repairing washouts.
☐	435	Seeding, Fertilizing and Mulching: Seeding, fertilizing, and mulching of the roadside.
☐	436	Reworking Non-Paved Shoulders, Front Slopes, and Roadside Ditches (Mechanical): Reworking non-paved shoulders, front slopes, roadside ditches and turnouts either by the addition of suitable material and reshaping, or by cutting down built-up areas.
☐	451	Clean Drainage Structures: Cleaning storm drains, French drains, manholes, side drains, cross drains, inlets, piped outfalls, box culverts, and other miscellaneous drain structures.
☐	459	Concrete Sidewalk Repair: Repair or replacement of existing sections of concrete sidewalk.
☐	461	Roadside Ditches – Clean and Reshape: Cleaning and reshaping of ditches other than outfalls.
☒	471	Large Machine Mowing: Mowing of roadside areas with large mowers where conditions accommodate the efficient use of 7 foot and larger mowers, alone or in combination.
☒	482	Slope Mowing: Grass, brush, and weed cutting along slopes too steep to safely mow or are inaccessible for conventional mowing tractors.
☒	485	Small Machine Mowing: Mowing the roadside with small hand or riding mowers have a cutting width of 40 inches or less.
☒	487	Manual Weed Control: Brush, weed, and grass cutting 100 mm (4") or less in diameter performed with hand tools.
☐	490	Fertilizing: Fertilizing to provide required nutrients to establish and maintain an acceptable roadside turf.
☒	492	Tree Trimming & Removal: The trimming of the height and sides of trees and removal of undesirable trees (over 4 inches in diameter or trimming that cannot be done under Activity 487 Weed Control - Manual). To include the chipping and/or removal of all debris from work site.
☐	493	Landscaped Area Maintenance: All efforts required for proper maintenance of landscaped areas, including litter removal, mowing, edging, fertilizing, weeding, mulching, etc.
☒	494	Chemical Grass and Weed Control: The application (handgun, basal or cut stump) of herbicides to slopes, ditches, fence, guardrail, barrier wall, reinforced earthen walls, sidewalks, bridges, curb and gutter, obstructions, shoulders, and other areas not assessable to mowers. Not to include chemical applications within landscape or mitigation areas.

☐	498	Storm Water Management: To maintain, to the maximum extent practicable, all surface/storm water management systems to a functioning state as designed and in compliance with the permit conditions and/or applicable rules and regulations.
☐	527	Fence Repair: To provide highway safety and deter unauthorized and unrestrained access to highway facilities.
☒	541	Roadside Litter Removal: Cleaning roadways and roadsides of debris, such as cans, bottles, paper, Adopt-A-Highway litter. Includes the hauling and disposal of litter. Does not include wayside parks, rest areas and service plaza barrels.
☐	542	Road Sweeping (Manual): To remove debris from the roadway where mechanical means are not feasible before a drainage or safety problem is created or before it becomes unsightly.
☒	543	Road Sweeping (mechanical): Machine sweeping of roadway to protect the facility from excessive accumulation of debris.
☒	545	Edging & Sweeping: Removal of vegetation and debris from the curb, gutter and sidewalk.
☒	484	Intermediate Machine Mowing: The intermediate machine mowing of areas (using mowers greater than 40 inches and up to 7 feet) to difficult to mow with large mowers and not practical for small mowers.
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RESOLUTION NO. 2026-003

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF COCOA AND THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE MAINTENANCE OF STATE ROAD RIGHTS-OF-WAY BY THE CITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Cocoa takes pride in attractively maintaining its public roadways, roadsides, and medians; and

WHEREAS, the State of Florida will agree to provide monetary compensation to the City of Cocoa if Cocoa will supplement its personnel and equipment resources for the purpose of maintaining state roadways, roadside areas, and medians within the city limits of the City of Cocoa as defined by the Highway Maintenance Memorandum of Agreement.

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

SECTION 1. The Mayor of the City of Cocoa is hereby authorized to execute the Highway Maintenance Memorandum of Agreement AT413.

SECTION 2. A copy of this Resolution shall be attached to the Highway Maintenance Memorandum of Agreement as Exhibit "A".

SECTION 3. All prior resolutions or prior resolutions inconsistent with this resolution are hereby repealed to the extent of the conflict.

SECTION 4. If any section, subsection, clause, sentence, or phrase or portion thereof shall, for any reason be held invalid or unconstitutional by any court of competent jurisdiction, then such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining provisions of this resolution.

SECTION 5. This resolution shall become effective immediately upon its adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 13th day of January, 2026.

Michael C. Blake, Mayor

ATTEST:

Monica Arsenault, CMC, City Clerk

City of Cocoa

Resolution No. 2026-003

Page 1 of 1

CITY COUNCIL AGENDA ITEM

Memo Date: December 22, 2025
Agenda Date: January 13, 2026
File ID: 2025-1282
Prepared By: Zoie Badalov, Senior Budget Analyst
Through: Rebecca Bowman, Finance Director
Requested Action: Approve a Resolution Amending the Fiscal Year 2026 Adopted Budget, BAF# 26-002-A, to provide budget for items such as capital projects and maintenance, that were budgeted within FY25 and not yet executed, through the use of Fund Balance Reserves and other Revenue Sources.

BACKGROUND:

In addition to the (P.O.) budget rollover (Agenda 25-1085), there are projects that were budgeted in FY 2025, and a PO was never issued, or the projects have funds yet to be encumbered. BAF# 26-002-A is to provide a budget for unencumbered expenses within various departments or to reclass funds into the appropriate department/division to remain in regulatory compliance.

Since any amount not spent at the end of FY25 went back into the respective fund balance reserves for each project/expense, this agenda item is requesting to amend the budget, taking the money back out of reserves to provide the necessary budget in FY26, to perform the projects indicated in the attachments.

PRIORITY AREA CONNECTION:

Organizational Effectiveness

BUDGETARY IMPACT:

Budgeted? **Yes/No**

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

BAF 26-002-A

See Attached Tracking Sheet for Specific accounts and Amounts.

PREVIOUS ACTION:

RECOMMENDED MOTION:

Approve a Resolution Amending the Fiscal Year 2026 Adopted Budget, BAF# 26-002-A, to provide budget for items such as capital projects and maintenance, that were budgeted within FY25 and not yet executed, through the use of Fund Balance Reserves

and other Revenue Sources.

RESOLUTION NO. 2026-004

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 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, in a Regular meeting assembled on the 13th day of January, 2026.

Michael C. Blake, Mayor

ATTEST:

Monica Arsenault, City Clerk

City of Cocoa Tracking Sheet
BAF 26-002-A

Revenues				
ACCOUNT	DESCRIPTION	PROJECT #	BUDGET	Note
001-0000-389.99-50	FUND BAL-APPROP. RESERVES		967,566	General Fund Total
110-0000-389.99-50	FUND BAL-APPROP. RESERVES		732,012	Cocoa CRA Fund Total
111-0000-389.99-50	FUND BAL-APPROP. RESERVES		278,726	Diamond Square CRA Fund Total
421-0000-389.99-50	FUND BAL-APPROP. RESERVES		254,245	Water/Sewer Fund Total
423-0000-389.99-50	FUND BAL-APPROP. RESERVES		700	Stormwater Fund Total
424-0000-389.99-50	FUND BAL-APPROP. RESERVES		23,095,116	Renewal & Replace Fund Total
		Total	\$ 25,328,365	

Expenses				
ACCOUNT	DESCRIPTION	PROJECT #	BUDGET	Note
001-1203-516.52-00	OPERATING SUPPLIES		36,229	One time Printer Buyout - BAF 25-072-T
001-1203-516.64-15	IT HARDWARE	CA2502	6,580	One time Printer Buyout - BAF 25-072-T
001-1905-559.83-11	UPSTART COCOA PROGRAM		9,359	For Comms and Econ Dev portion of remaining upstart money.
001-2201-522.64-15	IT HARDWARE	CA2502	429	Encoder Interface Install
001-3200-515.61-00	LAND	CD22PS	241,379	Village Parking Property
001-3520-572.63-07	IMPROVE OTHER THAN BLDG	CR23LP	(102,648)	LWP Parking - Retainage from the 169,774 on PO roll.
001-3520-572.63-07	IMPROVE OTHER THAN BLDG	CR23LP	67,023	Remaining Parking Project Budget
001-3560-519.62-00	BUILDINGS	PW25SC	44,596	Contingecy for Concession stand - PO already rolled
001-3560-519.64-00	MACHINERY AND EQUIPMENT	CA2402	26,161	ELECTRICAL PANELS FOR RIVERFRONT PARK
001-3580-519.63-07	IMPROVE OTHER THAN BLDG	PWFBJR	85,000	Junny Rios Park Improvements - Roll
001-3580-519.64-00	MACHINERY AND EQUIPMENT	PWFBJR	553,458	Junny Rios Park Improvements - Roll
	General Fund Total		967,566	
110-3230-559.63-00	INFRASTRUCTURE	CR23VP	653,518	Cocoa Village On-Street & Oleander Parking
110-3230-559.63-00	INFRASTRUCTURE	CR23WS	50,000	Cocoa Village Wayfinding & Signage
110-3230-559.63-07	IMPROVE OTHER THAN BLDG	CS24PF	4,501	Park Fencing
110-3230-559.64-00	MACHINERY & EQUIPMENT	CR23LC	23,993	Lighting/Cameras
	Cocoa CRA Fund Total		732,012	
111-3230-559.63-00	INFRASTRUCTURE	DS23PR	50,000	Provost Park/Gilmore Park Redevelopment
111-3230-559.63-00	INFRASTRUCTURE	DS23SP	50,000	Resurface Diamond Square Stamped Pavement
111-3230-559.63-00	INFRASTRUCTURE	DS23BS	141,226	Bus Stop Shelters
111-3230-559.83-11	UPSTART COCOA PROGRAM	DS25UP	37,500	Rollforward for upstart program
	Diamond Square CRA Fund Total		278,726	
421-4020-536.64-15	IT HARDWARE	WS18SC	18,992	Dyal Scada Server Upgrade
421-4025-536.64-00	MACHINERY & EQUIPMENT	CA2402	11,535	Water Meter Test Bench
421-4055-536.63-00	INFRASTRUCTURE	WS23RR	(104,715)	Correct PO roll for accrued invoice #85385-03
421-4120-536.64-00	MACHINERY & EQUIPMENT	CA2501	14,178	Utility Cart
421-4120-536.64-00	MACHINERY & EQUIPMENT	CA2502	14,255	Compressor, Breakers, Plugs
421-4125-536.64-15	IT HARDWARE	WS25RT	300,000	LIFT STATION COMMUNICATION UPG
	Water/Sewer Fund Total		254,245	
423-3570-538.63-00	INFRASTRUCTURE	SW24LB	700	LONDON DITCH
	Stormwater Fund Total		700	
424-4020-536.62-00	BUILDINGS	WS24OB	1,314	REMODEL OPS BUILDING
424-4020-536.63-00	INFRASTRUCTURE	WS23PT	260,000	CAL-FLO POLYMER TANK
424-4020-536.63-00	INFRASTRUCTURE	WS23RC	1,338,148	REACTOR QUALIFIER 1 & 2
424-4020-536.63-07	IMPROVE OTHER THAN BLDG	WS24PB	200,458	NEW POLE BARN
424-4020-536.64-00	MACHINERY & EQUIPMENT	WS25JP	153,000	New Jockey High Service Pumps
424-4055-536.63-00	INFRASTRUCTURE	CA2502	186,000	FY25 CAPITAL PURCHASES
424-4055-536.63-00	INFRASTRUCTURE	DYET22	826,825	ELEVATED TANK REPAIRS
424-4055-536.63-00	INFRASTRUCTURE	WS1201	1,912,358	Roll remainder less 1,434,494 paid to WS18BR Project
424-4055-536.63-00	INFRASTRUCTURE	WS20DW	1,414,106	DYAL WELL #17
424-4055-536.63-00	INFRASTRUCTURE	WS23BR	2,220,118	DYAL CO2 BULK REPLAVEMENT
424-4055-536.63-00	INFRASTRUCTURE	WS22IR	(194,134)	Retainage from the 1,060,322 on PO roll.
424-4055-536.63-00	INFRASTRUCTURE	WS23PT	140,000	CAL-FLO POLYMER TANK
424-4055-536.63-00	INFRASTRUCTURE	WS23RR	2,500,000	PINEDA WATER MAIN RR XING
424-4055-536.63-00	INFRASTRUCTURE	WS24LC	(18,225)	Retainage from the 2,864,132 on PO roll.
424-4055-536.63-00	INFRASTRUCTURE	WS24WP	(63,371)	Retainage from the 2,400,265 on PO roll.
424-4055-536.63-00	INFRASTRUCTURE	WS24LC	195,638	OSAGE/ANG - COCOA LAKES
424-4055-536.63-00	INFRASTRUCTURE	WS24WP	271,792	FRIDAY RD - WINDWARD PRES
424-4055-536.63-00	INFRASTRUCTURE	WS24LR	107,309	LIFT STATION 19 REPLACE
424-4055-536.63-00	INFRASTRUCTURE	WS24TC	77,000	TAYLOR CREEK RES PMP RPL
424-4055-536.63-00	INFRASTRUCTURE	WS21OZ	5,783,606	OZONE IMPROVEMENTS
424-4055-536.63-00	INFRASTRUCTURE	WS25CR	200,000	CAMP RD/US1 FORCEMAIN REPLC
424-4055-536.63-00	INFRASTRUCTURE	WS25GT	1,284,000	GW Wshwtr. Tank Recoating
424-4055-536.63-00	INFRASTRUCTURE	WS24SW	102,347	SEAWALL REPLACEMENT LS1
424-4055-536.63-00	INFRASTRUCTURE	WS18RD	667	WT-63 REPLACEMENT OF DYAL
424-4055-536.63-00	INFRASTRUCTURE	WS21SS	2,149,050	SELLERS SCADA ENGINEERING
424-4120-536.63-00	INFRASTRUCTURE	WS25AB	1,000,000	AERATION BLOWER REPLACE
424-4120-536.64-00	MACHINERY & EQUIPMENT	WS25AB	3,384	AERATION BLOWER REPLACE
424-4120-536.64-15	IT HARDWARE	WS23ML	52,106	MOTOR & LOGIC CONTROL PAN
424-4120-536.64-15	IT HARDWARE	SW22SC	528,113	SCADA MIGRATION
424-4120-536.64-15	IT HARDWARE	WS24MC	463,507	REPLACE MCC 7 & 8
	Renewal & Replace Fund Total		23,095,116	
		Total	\$ 25,328,365	



City of Cocoa Budget Adjustment Form FY2026- 002-T

Select Adjustment Type: Budget Amendment

Requesting Department #: Finance

Date Prepared: 12/10/25

Revenue Accounts'

Adjusting Amount	Account Number	Account Name	Current Budget	Adjusted Budget	Project Number
\$ 967,566	Various	General Fund (001) Total		\$ 967,566	
\$ 732,012	Various	Cocoa CRA Fund (110) Total		\$ 732,012	
\$ 278,726	Various	Diamond Square CRA Fund (111) Total		\$ 278,726	
\$ 254,245	Various	Water/Sewer Fund (421) Total		\$ 254,245	
\$ 700	Various	Stormwater Fund (423) Total		\$ 700	
\$ 23,095,116	Various	Renewal & Replace Fund (424) Total		\$ 23,095,116	
				\$ 0	
				\$ 0	
				\$ 0	
\$ 25,328,365 Total					

Expense Accounts'

Adjusting Amount	Account Number	Account Name	Current Budget	Adjusted Budget	Project Number
\$ 967,566	Various	General Fund (001) Total		\$ 967,566	
\$ 732,012	Various	Cocoa CRA Fund (110) Total		\$ 732,012	
\$ 278,726	Various	Diamond Square CRA Fund (111) Total		\$ 278,726	
\$ 254,245	Various	Water/Sewer Fund (421) Total		\$ 254,245	
\$ 700	Various	Stormwater Fund (423) Total		\$ 700	
\$ 23,095,116	Various	Renewal & Replace Fund (424) Total		\$ 23,095,116	
				\$ 0	
				\$ 0	
				\$ 0	
\$ 25,328,365 Total					

Reason/Justification for Adjustment:

To budget for projects that were approved and budgeted for prior to FY 2026. See Tracking Sheet For Specific account details.

Agenda 2025-1282

City Council Approval Needed? Yes: ☒ No: ☐

Date Approved: _____

Resolution #: 2026-004

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

Zoie Badalov

Digitally signed by Zoie Badalov
Date: 2025.12.19 15:34:08 -05'00'

Requestor's Signature

Zoie Badalov

Digitally signed by Zoie Badalov
Date: 2025.12.19 15:34:22 -05'00'

Finance Approval Signature

Rebecca Bowman

Digitally signed by Rebecca Bowman
Date: 2026.01.07 12:11:53 -05'00'

Finance Director's Signature

Department Director's Signature

Lora Howell

Digitally signed by Lora Howell
Date: 2025.12.29 11:08:47 -05'00'

Deputy Finance Director's Signature

City Manager's Signature

FINANCE USE ONLY:

Date Entered: _____

Entered By: _____

Group #: _____

CITY COUNCIL AGENDA ITEM

Memo Date: December 23, 2025
Agenda Date: January 13, 2026
File ID: 2025-1283
Prepared By: Charlene Neuterman, Community Services Director
Through: Stockton Whitten, City Manager
Requested Action: Approve a Resolution Amending the FY26 Budget, BAF# 26-34-A, for new Tough Books for Building Inspectors and Building Code Enforcement Officers for \$19,808 using Building Fund 107 Fund Balance Reserves.

BACKGROUND:

In FY2026, two new Code Enforcement Officers were hired as part of the Building Code Enforcement staff to monitor/assess Building Code violations throughout the City.

These new employees require the use of a Panasonic Tough Book in the field to perform their duties. Additionally, the two Building Inspectors' Tough Books were not functioning properly and needed to be replaced. There were no funds budgeted in FY2026 for these items, and a budget amendment is necessary to accommodate the purchase.

Staff requests approval of BAF#26-34-A in the amount of \$19,808. This BAF also reverses a transfer made to purchase just the laptops (not inclusive of other additions required after the devices arrive).

PRIORITY AREA CONNECTION:

Organizational Effectiveness

BUDGETARY IMPACT:

Budgeted? No

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

Source/Use of Funds

<u>Account Number</u>	<u>Amount</u>
107-0000-389.99-50	\$19,808
107-3200-524.56-15	\$8,000
107-3232-524.56-15	\$11,808

Replenishing the contract services account initially used for this purchase.

107-3200-524.56-15	(\$8,485)
107-3232-524.56-15	(\$7,903)
107-3200-524.34-00	\$16,388

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approve a Resolution Amending the FY26 Budget, BAF# 26-34-A, for new Tough Books for Building Inspectors and Building Code Enforcement Officers for \$19,808 using Building Fund 107 Fund Balance Reserves.



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For all other customers, click below to convert your quote to an order.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
PRXJ140	12/11/2025	FZ-55 I7	5938989	\$7,903.60

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<u>Panasonic Toughbook 55 - 14" - Intel Core i7 - 1370P - 32 GB RAM - 512 GB S</u> Mfg. Part#: FZ-55JV-38BM Contract: Sourcewell 121923-CDWG Tech Catalog (121923)	2	8223371	\$3,848.97	\$7,697.94
<u>PANASONIC 3YR SMART BATTERY WTY</u> Mfg. Part#: CF-SVCBATSW3Y Electronic distribution - NO MEDIA Contract: Sourcewell 121923-CDWG Tech Catalog (121923)	2	5576424	\$102.83	\$205.66

SUBTOTAL \$7,903.60

SHIPPING \$0.00

SALES TAX \$0.00

GRAND TOTAL \$7,903.60

PURCHASER BILLING INFO

Billing Address:
CITY OF COCOA
CITY OF COCOA
65 STONE ST RM 209
COCOA, FL 32922-7982
Phone: (321) 433-8558
Payment Terms: VISA

DELIVER TO

Shipping Address:
CITY OF COCOA
INFORMATION TECHNOLOGY
65 STONE ST
COCOA, FL 32922-7982
Shipping Method: DROP SHIP-GROUND

Please remit payments to:

CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515

Building Inspectors



Sales Contact Info

John Vrablik | (877) 466-6333 | johnvra@cdwg.com

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MITCHELL LAWYER,

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For all other customers, click below to convert your quote to an order.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
PRXJ125	12/11/2025	FZ-55 I7	5938989	\$8,771.05

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<u>Panasonic Toughbook 55 - 14" - Intel Core i7 - 1370P - 32 GB RAM - 512 GB S</u> Mfg. Part#: FZ-55JV-38BM **** MSRP: \$5,227.63 Contract: Notebook, 5% Contract price: \$4,966.25 Contract: Sourcewell 121923-CDWG Tech Catalog (121923)	2	8223371	\$3,848.97	\$7,697.94
<u>PANASONIC 3YR SMART BATTERY WTY</u> Mfg. Part#: CF-SVCBATSW3Y **** MSRP: \$135.00 Contract: Notebook, 5% Contract price: \$128.25 Electronic distribution - NO MEDIA Contract: Sourcewell 121923-CDWG Tech Catalog (121923)	2	5576424	\$102.83	\$205.66
<u>Panasonic CF-VEB541AU - port replicator</u> Mfg. Part#: CF-VEB541AU UNSPSC: 43211603 Contract: Sourcewell 121923-CDWG Tech Catalog (121923)	2	3750438	\$290.46	\$580.92

SUBTOTAL \$8,484.52

SHIPPING \$286.53

SALES TAX \$0.00

GRAND TOTAL \$8,771.05

PURCHASER BILLING INFO

DELIVER TO

Billing Address: CITY OF COCOA CITY OF COCOA 65 STONE ST RM 209 COCOA, FL 32922-7982 Phone: (321) 433-8558 Payment Terms: VISA	Shipping Address: CITY OF COCOA INFORMATION TECHNOLOGY 65 STONE ST COCOA, FL 32922-7982 Shipping Method: DROP SHIP-COMMON CARRIER
Please remit payments to:	
<i>New Code Officers</i>	
CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	



Sales Contact Info

John Vrablik | (877) 466-6333 | johnvra@cdwg.com

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RESOLUTION NO. 2026-005

**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 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, in a Regular meeting assembled on the 13th day of January 2026.

Michael C. Blake, Mayor

ATTEST:

Monica Arsenault, City Clerk



City of Cocoa Budget Adjustment Form FY2026- 034-A

Select Adjustment Type: Budget Amendment

Requesting Department #: Community Dev Date Prepared: 12/11/25

Revenue Accounts'

Adjusting Amount	Account Number	Account Name	Current Budget	Adjusted Budget	Project Number
\$ 19,808	107-0000-389.99-50	Fund Balance		\$ 19,808	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
\$ 19,808 Total					

To Accounts'

Adjusting Amount	Account Number	Account Name	Current Budget	Adjusted Budget	Project Number
\$ 8,000	107-3200-524.56-15	Building - IT Hardware (Utilizing Fund Balance)		\$ 8,000	
\$ 11,808	107-3232-524.56-15	Code - IT Hardware (Utilizing Fund Balance)		\$ 11,808	
(\$ 8,485)	107-3200-521-56-15	Building - IT Hardware (Reversing BAF 26-037-T)		(\$ 8,485)	
(\$ 7,903)	107-3232-524-56-15	Code - IT Hardware (Reversing BAF 26-037-T)		(\$ 7,903)	
\$ 16,388	107-3200-524-34-00	Contract Services (Reversing BAF 26-037-T)		\$ 16,388	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
\$ 19,808 Total					

Reason/Justification for Adjustment:

BAF amendment necessary for the purchase of four (4) Toughbooks. Two Toughbooks are for the new Code Officers for Building Coder Enforcement and the other two are replaements for the Building Inspectors. The Toughbooks cost \$3951.80 and the 2 docking stations for the Code Officers will cost approximately \$2,000 each. Agenda 25-1283

City Council Approval Needed? Yes: ☒ No: ☐

Date Approved: _____

Resolution #: 2026-005

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

Charlene Neuterman
Digitally signed by Charlene Neuterman
Date: 2025.12.11 10:23:01 -05'00'

Requestor's Signature

Zoie Badalov
Digitally signed by Zoie Badalov
Date: 2025.12.11 10:30:05 -05'00'

Finance Approval Signature

Finance Director's Signature

Charlene Neuterman
Digitally signed by Charlene Neuterman
Date: 2025.12.11 10:25:01 -05'00'

Department Director's Signature

Lora Howell
Digitally signed by Lora Howell
Date: 2025.12.29 10:41:37 -05'00'

Deputy Finance Director's Signature

City Manager's Signature

FINANCE USE ONLY:

Date Entered: _____

Entered By: _____

Group #: _____

CITY COUNCIL AGENDA ITEM

Memo Date: December 23, 2025
Agenda Date: January 13, 2026
File ID: 2025-1285
Prepared By: Charlene Neuterman, Community Services Director
Through: Stockton Whitten, City Manager
Requested Action: Approve a Resolution Amending the FY 2026 Budget, BAF 26-036-IFT aligning the FY26 budget with the final CDBG award amount and establishing carryforward amounts, accept the HUD Community Development Block Grant Agreement (B25MC120003) in the amount of \$105,087 for Fiscal Year 2026 and authorize the Mayor to sign the document for return to HUD.

BACKGROUND:

Each year, the City receives funding from the U.S. Department of Housing and Urban Development (HUD) for Community Development Block Grants. These grants are used to support local agencies in their efforts to assist the residents of Cocoa. For Fiscal Year 2026, the City will receive \$105,087, of which approximately \$13,000 will be directed to the four agencies (Central Brevard Sharing Center, Family Promise of Brevard, Community Services Council and the Salvation Army Domestic Violence Shelter).

The FY2026 adopted budget included estimated CDBG funding amounts. Now that the actual grant award is established, BAF 26-036-IFT aligns the budget with the grant award. Additionally, carryforward amount share included on the BAF to fully budget all available funds.

Staff requests acceptance of the award agreement and to authorize the Mayor to sign the agreement for submittal to HUD and approval of BAF 26-036-IFT .

PRIORITY AREA CONNECTION:

Economic and Community Development

BUDGETARY IMPACT:

Budgeted? Yes

BAF 26-036-IFT is to reduce the FY26 budget to match the award amount and to establish carryforward amounts in the FY26 budget.

Source/Use of Funds

Various accounts and amounts. See BAF for detail (attached)

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approve a Resolution Amending the FY 2026 Budget, BAF 26-036-IFT aligning the FY26 budget with the final CDBG award amount and establishing carryforward amounts, accept the HUD Community Development Block Grant Agreement (B25MC120003) in the amount of \$105,087 for Fiscal Year 2026 and authorize the Mayor to sign the document for return to HUD.



The Honorable Michael Blake
Mayor of Cocoa
65 Stone Street
Cocoa, FL 32922-7982

SUBJECT: Fiscal Year 2025 Grant Agreement Transmittal

Dear Mayor Blake

The Jacksonville Field Office would like to thank you for your continued partnership in providing quality affordable housing, a suitable living environment, and expanding economic opportunities through the Department of Housing and Urban Development (HUD) programs.

One Grant Agreement is attached for each program awarded as follows:

Community Development Block Grant Program (CDBG)	\$105,087.00
Total FY 2025 Award	\$105,087.00

Federal Award Agreement

Transmittal of a grant agreement does not constitute approval of the activities described in your Consolidated Plan or Annual Action Plan. You are reminded that you, as grantee, are responsible for ensuring that all grant funds are used in accordance with all program requirements. By executing the Federal Award Agreement, you are entering into a legally binding agreement with HUD to use the awarded funds and carry out the funded activities in accordance with all Federal statutes, regulations, Federal Register notices, and award terms and conditions that apply to those funds and activities.

HUD recognizes that federal courts including the U.S. District Court of Rhode Island in *Rhode Island Coalition Against Domestic Violence, et al. v. Kennedy, et al.*, 1:25-cv-00342 (D.R.I.) have issued injunction orders which now impact all CPD Federal Award Agreements and grantees. To preserve all legal rights and defenses, the enclosed agreement contains the same conditions at issue in those orders. For grantees who are plaintiffs covered by those orders or for non-plaintiff grantees who are otherwise covered by those orders, be advised that HUD will comply with all applicable injunction orders and will not implement or enforce the challenged conditions consistent with those orders while those orders are in effect. This will include HUD disregarding any “certifications” or “compliance” statements as covered by those

orders. Accordingly, kindly return an executed copy of the Federal Award Agreement, as discussed below, and HUD will make grant funds at issue in your agreement available. Please be further advised that should the injunction order that currently prohibits HUD from enforcing the challenged conditions as to your grant or award be stayed, dissolved, or reversed, the agreement, with the challenged conditions, will become effective.

Executing the Agreement

The authorized official **must** complete Addendum 3. Indirect Cost Rate Schedule for each agreement, even if no indirect costs will be charged under the grant. Please mark one (and only one) checkbox to reflect how indirect costs will be calculated and charged under the grant. Please note that the Office of Management and Budget (OMB) issued revised Guidance and the *de minimis* indirect cost rate increased from 10 percent to up to 15 percent of Modified Total Direct Costs.

After inputting their name and title, the authorized official must execute each agreement, with a signature, and date. No other additions other than those described here should be made to the grant agreement without prior written approval. Please ensure the Chief Elected Official or authorized official signs the agreement.

You must return the entire Federal Award Agreement, including all addenda, to this office via the Field Office General Email Inbox: JacksonvilleCPD@hud.gov. HUD will be signing the grant agreement second and will return to your office a copy of each signed agreement for you to maintain in your local program files.

HUD congratulates the City of Cocoa on your grant award(s), and we look forward to assisting you in accomplishing your program goals. If you have any questions or need further information or assistance, please contact your assigned Field Office representative Floretta Green or email our Office at JacksonvilleCPD@hud.gov.

Sincerely,

**LORI
SERINO**

Lori Serino
CPD Director
Office of Community Planning and
Development

 Digitally signed by: LORI SERINO
DN: CN = LORI SERINO C = US O = U.
S. Government OU = Department of
Housing and Urban Development, Office
of Administration
Date: 2025.12.16 15:14:56 -05'00'

Enclosure: FY 2025 CDBG Agreement B-25-MC-12-0003

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
OFFICE OF COMMUNITY PLANNING AND DEVELOPMENT
FEDERAL AWARD AGREEMENT

A. General Federal Award Information

1. Recipient name (must match Unique Entity Identifier name) and address: Cocoa 65 STONE ST Cocoa, FL 32922-7807	12. Assistance listing number and title: 14.218, Community Development Block Grant Program for Entitlement Communities 14.225, Community Development Block Grant Program for Insular Areas 14.228, Community Development Block Grant Program for States and Non-Entitlement Grants in Hawaii
2. Recipient's Unique Entity Identifier: NY71W5M2KSR7	13. Amount of federal funds obligated by this action: \$105,087.00
3. Tax identification number: 596000292	14. Total amount of federal funds obligated: \$105,087.00
4. Federal Award Identification Number (FAIN): B25MC120003	15. Total approved cost sharing (if applicable): N/A
5. Instrument type: Grant ☒ Cooperative agreement ☐ Loan Guarantee ☐	16. Total federal award amount, including approved cost sharing: \$105,087.00
6. Period of performance start and end date: 10/1/2024 - See Addendum 2	17. Budget approved by HUD:
7. Budget period start and end date: 10/1/2024 - See Addendum 2	18. Fiscal year: 2025
8. Initial Agreement ☒ Amendment ☐ #	19. Statutory authority: 42 U.S.C. 5301 et seq.
9. Indirect cost rate (per § 200.414): Recipients must complete Addendum 3: Indirect Cost Rate Schedule	20. Applicable appropriations act(s): Public Law 119-4
10. Is this award for research and development (per 2 C.F.R. § 200.1)? Yes ☐ No ☒	21. Notice/notice of funding opportunity this award is made under (if applicable): N/A
11. Awarding official name and contact information:	22. Program regulations (if applicable): 24 C.F.R. Part 570
23. Federal award description: The CDBG program provides funding to eligible grantees for the development of viable urban communities, by providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low and moderate income. - Addendum 1. Policy Requirements - Addendum 2. Program-Specific Requirements - Addendum 3. Indirect Cost Rate Schedule	

Authority and Agreement. This agreement between the U.S. Department of Housing and Urban Development (HUD) and the Recipient is made pursuant to the statutory authority above (**box 19**) and is subject to the applicable appropriations act(s) (**box 20**). This agreement incorporates by reference the Community Development Block Grant program statute 42 U.S.C. 5301 et seq., the program regulations at 24 C.F.R. § 570 (as now in effect and as may be

U.S. Department of Housing and Urban Development — Federal Award Agreement

amended from time to time), Recipient's consolidated plan/action plan, the relevant funding notice (box 21), any attached Specific Terms and Conditions, and the attached addenda (box 23).

B. Terms and Conditions

1. *General terms and requirements.* The Recipient must comply with all applicable federal laws, regulations, and requirements, unless otherwise provided through HUD's formal waiver authorities. This agreement, including any attachments and addenda, may only be amended in writing executed by parties to this agreement and any addenda.
2. *Administrative requirements.* The Recipient must comply with the following requirement(s) if checked below:
 - ☐ The administrative requirements in the HUD General Administrative, National, and Departmental Policy Requirements and Terms for HUD's Financial Assistance Programs 2025, as indicated in the relevant NOFO, apply to this agreement.
 - ☒ The grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Unique Entity Identifier (UEI); the System for Award Management (SAM.gov.); the Federal Funding Accountability and Transparency Act as provided in 2 C.F.R. part 25, Universal Identifier and General Contractor Registration; and 2 C.F.R. part 170, Reporting Subaward and Executive Compensation Information.
3. *Applicability of 2 C.F.R. part 200.*
 - ☒ The Recipient must comply with the applicable requirements at 2 C.F.R. part 200, as may be amended from time to time. If any previous or future amendments to 2 C.F.R. part 200 replace or renumber any part 200 section cited in HUD's regulations in Title 24 of the Code of Federal Regulations, the amended part 200 requirements will govern award activities carried out after the amendments' effective date.
 - ☐ The Recipient must comply with the applicable requirements at 2 C.F.R. part 200. If any previous amendments to 2 C.F.R. part 200 replace or renumber any part 200 section cited in HUD's regulations in Title 24 of the Code of Federal Regulations, the amended part 200 requirements will govern award activities carried out after the amendments' effective date.
4. *Future budget periods.* If the period of performance spans multiple budget periods, subsequent budget periods are subject to the availability of funds, program authority, satisfactory performance, and compliance with the terms and conditions of the Federal award.
5. *Indirect Cost Rate.* If the Recipient intends to use a negotiated or de minimis rate for indirect costs, the Recipient must submit an Indirect Cost Rate form to HUD, either with its application using HUD-426 (competitive grants) or with this agreement using "Addendum #3 "Indirect Cost Rate Schedule" (formula and congressional grants). The submitted form/addendum will be incorporated into and made part of this agreement, provided that the rate information is consistent with the applicable requirements under 2 C.F.R. § 200.414. If there is any change in the Recipient's indirect cost rate, it must immediately notify HUD and execute an amendment to this agreement to reflect the change if necessary.
6. *Recipient integrity and performance matters.* If the Federal share of this award is more than \$500,000 over the period of performance (box 6), the terms and conditions in 2 C.F.R. part 200 Appendix XII apply to this agreement.
7. *Recordkeeping and Access to Records.* The Recipient hereby agrees to maintain complete and accurate books of account for this award and award activities in such a manner as to permit the preparation of statements and reports in accordance with HUD requirements, and to permit timely and effective audit. The Recipient agrees to furnish HUD such financial and project reports, records, statements, subrecipient data, and documents at such times, in such form, and accompanied by such reporting data as required by HUD. HUD and its duly authorized representative shall have full and free access to all Recipient offices and facilities, and to all books, documents, and records of the Recipient relevant to the administration, receipt, and use of this award and award activities, including the right to audit and make copies. The Recipient agrees to maintain records that identify the source and application of funds, including relevant subrecipient data, in

U.S. Department of Housing and Urban Development — Federal Award Agreement

such a manner as to allow HUD to determine that all funds are and have been expended in accordance with program requirements and in a manner consistent with applicable law.

Further, the Recipient hereby acknowledges that HUD is in the process of implementing new grants management and reporting tools, which will be made available for the Recipient's use in the future. The Recipient agrees to report on grant performance and financial activities (including vendor and cash disbursement supporting details for the Recipient and its subrecipients) using these new tools when they are released. HUD will work with the Recipient to support the Recipient's transition to this new reporting environment. Once implemented, timely reporting in this new environment will be mandatory. HUD reserves the right to exercise all of its available rights and remedies for any noncompliance with these grants management and financial reporting requirements, to include, without limitation, requiring 100% review, suspension of disbursements, and all other legally available remedies, to the furthest extent permitted by law, as amended.

8. *Noncompliance.* If the Recipient fails to comply with the provisions of this agreement, HUD may take one or more of the actions provided in program statutes, regulations or 2 C.F.R. § 200.339, as applicable. Nothing in this agreement shall limit any remedies otherwise available to HUD in the case of noncompliance by the Recipient. No delay or omissions by HUD in exercising any right or remedy available to it under this agreement shall impair any such right or remedy or constitute a waiver of or acquiescence in any Recipient noncompliance.
9. *Termination provisions.* Unless superseded by program statutes, regulations or NOFOs, the termination provisions in 2 C.F.R. § 200.340 apply.
10. *Build America, Buy America.* The Recipient must comply with the requirements of the Build America, Buy America (BABA) Act, 41 U.S.C. § 8301 note, and all applicable rules and notices, as may be amended, if applicable. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 Fed. Reg. 17001), BABA requirements apply to any infrastructure projects HUD has obligated funds for after the effective dates, unless excepted by a waiver.
11. *Waste, Fraud, Abuse, and Whistleblower Protections.* Any person who becomes aware of the existence or apparent existence of fraud, waste, or abuse of any HUD award must report such incidents to both the HUD official responsible for the award and to HUD's Office of Inspector General (OIG). Allegations of fraud, waste, and abuse related to HUD programs can be reported to the HUD OIG hotline via phone at 1-800-347-3735 or online hotline form. The Recipient must comply with 41 U.S.C. § 4712, which includes informing employees in writing of their rights and remedies, in the predominant native language of the workforce. Under 41 U.S.C. § 4712, employees of a government contractor, subcontractor, recipient, and subrecipient—as well as a personal services contractor—who make a protected disclosure about a Federal award or contract cannot be discharged, demoted, or otherwise discriminated against if they reasonably believe the information they disclose is evidence of (1) gross mismanagement of a Federal contract or award; (2) waste of Federal funds; (3) abuse of authority relating to a Federal contract or award; (4) substantial and specific danger to public health and safety; or (5) violations of law, rule, or regulation related to a Federal contract or award.
12. *Third-Party Claims.* Nothing in this agreement shall be construed as creating or justifying any claim against the federal government or the Recipient by any third party.
13. *Rule of Construction and No Construction Against Drafter.* Notwithstanding anything contained in this agreement, the terms and conditions hereof are to be construed to have full and expansive effect in both interpretation and application, and the parties agree that the principle of interpretation that holds that ambiguities in terms or conditions are construed against the drafter shall not apply in interpreting this agreement.

C. Federal Award Performance Goals

The Recipient must meet any applicable performance goals, indicators, targets, and baseline data as required by applicable program requirements.

U.S. Department of Housing and Urban Development — Federal Award Agreement

D. Specific Terms and Conditions

Not applicable ☒ Attached ☐

For the U.S. Department of HUD (name and title of authorized official)	Signature	Date
For the Recipient (name and title of authorized official)	Signature	Date

ADDENDUM 1. POLICY REQUIREMENTS

If applicable:

1. The Recipient shall not use grant funds to promote “gender ideology,” as defined in Executive Order (E.O.) 14168, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government;
2. The Recipient agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the U.S. Government’s payment decisions for purposes of section 3729(b)(4) of title 31, United States Code;
3. The Recipient certifies that it does not operate any programs that violate any applicable Federal anti-discrimination laws, including Title VI of the Civil Rights Act of 1964;
4. The Recipient shall not use any grant funds to fund or promote elective abortions, as required by E.O. 14182, Enforcing the Hyde Amendment; and that,
5. Notwithstanding anything in the NOFO or Application, this Grant shall not be governed by Executive Orders revoked by E.O. 14154, including E.O. 14008, or NOFO requirements implementing Executive Orders that have been revoked.
6. The Recipient must administer its grant in accordance with all applicable immigration restrictions and requirements, including the eligibility and verification requirements that apply under title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, as amended ([8 U.S.C. 1601-1646](#)) (PRWORA) and any applicable requirements that HUD, the Attorney General, or the U.S. Citizenship and Immigration Services may establish from time to time to comply with PRWORA, [Executive Order 14218](#), or other Executive Orders or immigration laws.
7. No state or unit of general local government that receives funding under this grant may use that funding in a manner that by design or effect facilitates the subsidization or promotion of illegal immigration or shields illegal aliens from deportation, including by maintaining policies or practices that materially impede enforcement of federal immigration statutes and regulations.
8. The Recipient must use SAVE, or an equivalent verification system approved by the Federal government, to prevent any Federal public benefit from being provided to an ineligible alien who entered the United States illegally or is otherwise unlawfully present in the United States.
9. Faith-based organizations may be subrecipients for funds on the same basis as any other organization. Recipients may not, in the selection of subrecipients, discriminate against an organization based on the organization’s religious character, affiliation, or exercise.

ADDENDUM 2. PROGRAM-SPECIFIC REQUIREMENTS

Assistance Listing 14.218, Community Development Block Grant Program for Entitlement Communities

Assistance Listing 14.225, Community Development Block Grant Program for Insular Areas

Assistance Listing 14.228, Community Development Block Grant Program for States and Non-Entitlement Grants in Hawaii

1. *Environmental Review.* The Recipient agrees to assume all the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to section 104(g) of title I of the Housing and Community Development Act of 1974 and published in 24 C.F.R. part 58; except that if the Recipient is a state, the Recipient must require the unit of general local government to assume that responsibility and must comply with the state's responsibilities under 24 C.F.R. 58.4.
2. *Public Use.* The Recipient shall ensure that no CDBG funds are used to support any Federal, State, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for public use. For the purposes of this requirement, public use shall not be construed to include economic development that primarily benefits private entities. Any use of funds for mass transit, railroad, airport, seaport, or highway projects as well as utility projects that benefit or serve the general public (including energy-, communication-, water-, and wastewater-related infrastructure), other structures designated for use by the general public or which have other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfield as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Pub. Law No. 107-118) shall be considered a public use for purposes of eminent domain.
3. *Prohibition on Selling, Trading, and Transferring Funds.* The Recipient or unit of general local government that directly or indirectly receives CDBG funds may not sell, trade, or otherwise transfer all or any such portion of such funds to another such entity in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Housing and Community Development Act of 1974.
4. *Construction of Water and Sewer Facilities.* Notwithstanding any other provision of this agreement, the Recipient may not obligate or expend award funds to plan or construct water or sewer facilities, including any new or revised activities, until after 1) it completes the review procedures required under Executive Order 12372, Intergovernmental Review of Federal Programs, and 24 C.F.R. part 52 and 2) HUD provides written notice of the release of funds.
5. *Funds for For-Profit Entities.* Under 42 U.S.C. § 5305(a)(17), CDBG funds may not be provided to a for-profit entity unless such activity or project has been evaluated and selected in accordance with Appendix A to 24 C.F.R. § 570, *Guidelines and Objectives for Evaluating Project Costs and Financial Requirements*.
6. *Violence Against Women Act.* The Recipient will comply with the right to report crime and emergencies protections at 34 U.S.C. § 12495 of the Violence Against Women Act.

U.S. Department of Housing and Urban Development — Federal Award Agreement

7. Funding Information and Period of Performance and Budget Period End Dates

Source of Funds	Amount	Period of Performance End Date	Budget Period End Date
2025	\$105,087.00	9/30/2033	9/30/2033

ADDENDUM 3. INDIRECT COST RATE SCHEDULE

As the duly authorized representative of the Recipient, I certify that the Recipient:

- ☐ Will not use an indirect cost rate to calculate and charge indirect costs under the grant.
- ☐ Will calculate and charge indirect costs under the grant by applying a *de minimis* rate as provided by 2 C.F.R. § 200.414(f), as may be amended from time to time.
- ☐ Will calculate and charge indirect costs under the grant using the indirect cost rate(s) listed below, and each rate listed is included in an indirect cost rate proposal developed in accordance with the applicable appendix to 2 C.F.R. part 200 and, *if required*, was approved by the cognizant agency for indirect costs.

Agency/department/major function	Indirect cost rate	Type of Direct Cost Base
	%	
	%	
	%	

Instructions for the Recipient:

The Recipient must mark the one (and only one) checkbox above that best reflects how the Recipient's indirect costs will be calculated and charged under the grant. Do not include indirect cost rate information for subrecipients.

The table following the third box must be completed only if that box is checked. When listing a rate in the table, enter both the percentage amount (e.g., 10%) and the type of direct cost base to be used. For example, if the direct cost base used for calculating indirect costs is Modified Total Direct Costs, then enter "MTDC" in the "Type of Direct Cost Base" column.

If using the Simplified Allocation Method for indirect costs, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

If using the Multiple Allocation Base Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.

If the Recipient is a government and more than one agency or department will carry out activities under the grant, enter each agency or department that will carry out activities under the grant, the indirect cost rate(s) for that agency or department, and the type of direct cost base to which each rate will be applied.

To learn more about the indirect cost requirements, see 2 C.F.R. part 200, subpart E and Appendix VII to Part 200 (for state and local governments).

RESOLUTION NO. 2026-006

**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 13th day of January, 2026.

Michael C. Blake, Mayor

ATTEST:

Monica Arsenault, City Clerk



City of Cocoa Budget Adjustment Form FY2026-036-IFT

Select Adjustment Type: **Interfund Transfer**

Requesting Department #: 3240

Date Prepared: 12/29/25

Revenue Accounts'

Adjusting Amount	Account Number	Account Name	Current Budget	Adjusted Budget	Project Number
(\$ 13,913)	103-0000-331-54-00	FEDERAL GRANTS / ECONOMIC ENVIRONMENT (FY26)		(\$ 13,913)	
(\$ 13,575)	108-0000-381.91-03	TRANSFER FROM / TRF FROM CDBG (103) (FY26)		(\$ 13,575)	
\$ 14,068	103-0000-389.99-10	CASH CARRY FORWARD (FY25 CVCarryforward)		\$ 14,068	
\$ 45,720	103-0000-389.99-10	CASH CARRY FORWARD (FY25 CV-3 Carryforward)		\$ 45,720	
\$ 18,010	103-0000-389.99-10	CASH CARRY FORWARD (FY25 CDBG Carryforward)		\$ 18,010	
\$ 5,122	108-0000-381.91-03	TRANSFER FROM / TRF FROM CDBG (103) (FY25)		\$ 5,122	
\$ 12,888	108-0000-389.99-10	CASH CARRY FORWARD (FY25 CDBG Carryforward)		\$ 12,888	
				\$ 0	
				\$ 0	
\$ 68,320 Total					

Expense Accounts'

Adjusting Amount	Account Number	Account Name	Current Budget	Adjusted Budget	Project Number
(\$ 13,575)	103-3240-581.91-08	INTERFUND TRANSFER / TO SEC 108 LOAN (108) (FY26)		(\$ 13,575)	
(\$ 338)	103-3240-554.51-00	HOUSING & URBAN DEVELOP. / OFFICE SUPPLIES (FY26)		(\$ 338)	
(\$ 13,575)	108-3240-517.71-00	DEBT SERVICE PMNTS/DEBT SERVICE-PRINCIPAL (FY26)		(\$ 13,575)	
\$ 14,068	103-3240-554.83-09	CARES CV #B-20-MW-12-0003 (FY25)		\$ 14,068	
\$ 45,720	103-3240-554.83-11	CDBG-CV3 (FY25)		\$ 45,720	
\$ 5,122	103-3240-581.91-08	INTERFUND TRANSFER / TO SEC 108 LOAN (108) (FY25)		\$ 5,122	
\$ 12,888	103-3240-581.91-08	INTERFUND TRANSFER / TO SEC 108 LOAN (108) (FY25)		\$ 12,888	
\$ 18,010	108-3240-517.71-00	DEBT SERVICE PMNTS/DEBT SERVICE-PRINCIPAL (FY25)		\$ 18,010	
				\$ 0	
\$ 68,320 Total					

Reason/Justification for Adjustment:

New HUD allocation contract was submitted with the actual award being lower than the budgeted amount in FY2026. This amendment will correct the accounts for the CDBG budget. as well as roll forward unspent funds from the prior year. See tracking sheet for more detailed account notes.

Agenda # 2025-1285

City Council Approval Needed? Yes: ☒ No: ☐

Date Approved: _____

Resolution #: **2025-006**

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

Charlene Neuterman
Digitally signed by Charlene Neuterman
Date: 2025.12.29 11:09:03 -05'00'
Requestor's Signature

Zoie Badalov
Digitally signed by Zoie Badalov
Date: 2025.12.29 11:46:47 -05'00'
Finance Approval Signature

Finance Director's Signature

Charlene Neuterman
Digitally signed by Charlene Neuterman
Date: 2025.12.29 11:09:21 -05'00'
Department Director's Signature

Lora Howell
Digitally signed by Lora Howell
Date: 2025.12.30 11:24:03 -05'00'
Deputy Finance Director's Signature

City Manager's Signature

FINANCE USE ONLY:

Date Entered: _____

Entered By: _____

Group #: _____

City Of Cocoa Tracking Sheet

BAF 26-036-IFT

		REVENUES	
ACCOUNT	DESCRIPTION	BUDGET	NOTE
103-0000-331-54-00	FEDERAL GRANTS / ECONOMIC ENVIRONMENT	(13,913)	Shore UP Current Year Award FY 2026
103-0000-389.99-10	CASH CARRY FORWARD	14,068	FY 2025 Carry Forward CV
103-0000-389.99-10	CASH CARRY FORWARD	45,720	FY 2025 Carry Forward CV-3
103-0000-389.99-10	CASH CARRY FORWARD	18,010	FY 2025 Carry Forward CDBG
	CDBG Fund Total	63,885	
108-0000-381.91-03	TRANSFER FROM / TRF FROM CDBG (103)	(13,575)	Shore UP Current Year Award FY 2026
108-0000-381.91-03	TRANSFER FROM / TRF FROM CDBG (103)	5,122	FY 2025 Carry Forward CDBG - Remaining Admin to be transferred to 108
108-0000-389.99-10	CASH CARRY FORWARD	12,888	FY 2025 Carry Forward CDBG -Already Transferred to 108
	Sec 108 Loan Fund Total	4,435	
Total		68,320	
		EXPENSES	
ACCOUNT	DESCRIPTION	BUDGET	NOTE
103-3240-581.91-08	INTERFUND TRANSFER / TO SEC 108 LOAN (108)	(13,575)	Shore UP Current Year Award FY 2026
103-3240-554.51-00	HOUSING & URBAN DEVELOP. / OFFICE SUPPLIES	(338)	Shore UP Current Year Award FY 2026
103-3240-554.83-09	CARES CV #B-20-MW-12-0003	14,068	FY 2025 Carry Forward CV
103-3240-554.83-11	CDBG-CV3	45,720	FY 2025 Carry Forward CV-3
103-3240-581.91-08	INTERFUND TRANSFER / TO SEC 108 LOAN (108)	5,122	FY 2025 Carry Forward CDBG - Remaining Admin to be transferred to 108
103-3240-581.91-08	INTERFUND TRANSFER / TO SEC 108 LOAN (108)	12,888	FY 2025 Carry Forward CDBG -Already Transferred to 108
	CDBG Fund Total	63,885	
108-3240-517.71-00	DEBT SERVICE - PRINCIPAL	(13,575)	Shore UP Current Year Award FY 2026
108-3240-517.71-00	DEBT SERVICE - PRINCIPAL	18,010	FY 2025 Carry Forward CDBG
	Sec 108 Loan Fund Total	4,435	
Total		68,320	

CITY COUNCIL AGENDA ITEM

Memo Date: December 10, 2025
Agenda Date: January 13, 2026
File ID: 2025-1207
Prepared By: Tiffany Bonadio, Fire Administrative Coordinator
Through: Jonathan Lamm, Fire Chief
Requested Action: Approval of a multi-year piggyback agreement with PDCS, LLC, utilizing Seminole State College Contract ITB #25-26-01 for Building Code Administration and Fire Inspection Services, for Fiscal Years 2026 through 2028; authorizing the City Manager to execute the agreement, including any necessary amendments, and renewals through 2030; approve related purchase orders in an amount not to exceed \$200,000 per fiscal year through 2030 subject to the adoption of each year's annual budget.

BACKGROUND:

The Fire Department is in critical need of conducting fire inspections for new and existing construction within the City of Cocoa. Due to current labor market challenges in recruiting qualified Fire Inspectors, the City requires the assistance of a third-party vendor to maintain operational standards. The City has utilized PDCS since April 25, 2023. Approval of this item will allow the City to piggyback on the new agreement between Seminole State College and PDCS, LLC (Contract ITB #25-26-01), which was executed on September 29, 2025. The previous agreement with Sumter County and PDCS (Contract #RFQ 021-0-2021/RS) expired on September 30, 2025.

Under this agreement, the contractor will provide building code administration and inspection services to meet the City's needs from the date of approval through the end of Fiscal Year 2028. This assistance will ensure the Fire Department maintains NFPA standards and its ISO rating. Additionally, the contractor will provide essential plan review services to support ongoing economic development and the associated demands for timely inspections.

The Fire Department intends to recoup a majority of the costs for these services by freezing a budgeted Fire Inspector position and utilizing revenue generated from fire inspection, permitting, and plan review fees.

Staff recommends the approval of a multi-year piggyback agreement with PDCS, LLC based on the Seminole State College master agreement through Fiscal Year 2028. The estimated cost for these services is approximately \$200,000 per year. Staff is requesting that Council approve an expenditure of up to \$200,000 for each fiscal year for the current multi-year agreement from 2026 through 2028 and an additional two one-year renewals through 2030. Funding for future fiscal years will be subject to City Council approval of the adopted budget. Any expenditures exceeding these annual

amounts would be brought back to Council for further budget amendment. The master agreement being leveraged was executed by Seminole State College for an initial three-year term with options for two additional one-year renewals.

PRIORITY AREA CONNECTION:

Public Safety/Community Standards

BUDGETARY IMPACT:

Budgeted? **Yes**

\$200,000.00 approved in the FY26 adopted budget

Source/Use of Funds

Account Number 001-2200-522.34-00

Amount \$200,000.00 FY26

FY27 through FY30 Account Number 001-2200-522.34-00 - \$200,000 each year subject Council approval of the adopted budget each year

PREVIOUS ACTION:

City Council approved a multi-year purchase with PDCS for FYs 2023-2025 on April, 25, 2023, agenda item 23-256

RECOMMENDED MOTION:

Approval of a multi-year piggyback agreement with PDCS, LLC, utilizing Seminole State College Contract ITB #25-26-01 for Building Code Administration and Fire Inspection Services, for Fiscal Years 2026 through 2028; authorizing the City Manager to execute the agreement, including any necessary amendments, and renewals through 2030; approve related purchase orders in an amount not to exceed \$200,000 per fiscal year through 2030 subject to the adoption of each year's annual budget.

CITY COUNCIL AGENDA ITEM

Memo Date: December 12, 2025
Agenda Date: January 13, 2026
File ID: 2025-1210
Prepared By: Samantha Senger, Communications & Economic Development Director
Through: Stockton Whitten, City Manager
Requested Action: Staff recommends approval on Second Reading of Ordinance 14-2025 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 Second Reading of Ordinance 14-2025 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. 14-2025

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 14-2025, 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 13th 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: December 9, 2025
Agenda Date: January 13, 2026
File ID: 2025-1205
Prepared By: Rebecca Bowman, Finance Director
Through: Stockton Whitten, City Manager
Requested Action: Request Council to approve Ordinance 13-2025 on Second 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:

Public Safety/Community Standards
Investment in Public Infrastructure

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 Second Reading.

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: _____

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 13 day of January, 2026.

Michael C. Blake, Mayor

ATTEST:

Monica Arsenault, CMC, City Clerk

Exhibit A
Non-Exclusive Natural Gas Franchise Agreement

EXHIBIT B

CONTRACTOR E-VERIFY AFFIDAVIT

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

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

A true and correct copy of _____ [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: _____

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 _____ (Role) of _____ (Company).
3. _____ (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 _____ (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

NAME OF BUSINESS ENTITY

SIGNATURE

TYPE NAME AND TITLE



Florida

PO Box 631244 Cincinnati, OH 45263-1244

GANNETT

AFFIDAVIT OF PUBLICATION

Monica Arsenault
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 12/19/2025
BRE floridatoday.com 12/19/2025

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 12/19/2025

Legal Clerk

Notary, State of WI, County of Brown

5:15:27

My commission expires

Publication Cost: \$167.60

Tax Amount: \$0.00

Payment Cost: \$167.60

Order No: 11923255

Customer No: 1127247

PO #:

of Copies:

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THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

NANCY HEYRMAN
Notary Public
State of Wisconsin

Ad#11923255 12/19/2025

CITY OF COCOA NOTICE OF PUBLIC HEARING January 13, 2025

NOTICE is hereby given that the City of Cocoa, Florida, will hold a Public Hearing at 6:00 p.m. on Tuesday, January 13, 2025, in City Council Chambers, located at 65 Stone Street, in Cocoa, Florida. The City Council will consider adopting the following Ordinance on Second Reading, titled as follows:

**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.**

This is a public meeting. All interested parties may attend. The facility wherein the public meeting will be held is accessible to the physically handicapped.

Pursuant to Section 286.0105, Florida Statutes, the City of Cocoa hereby advises the public that if a person decides to appeal any decision made by this Council with respect to any matter considered at the meeting, that person will need a record of the proceedings and that for such purpose, affected persons may need to ensure 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 not otherwise allowed by law.

Members of the public are encouraged to comment on the proposed ordinances at the meeting. Comments may also be submitted in writing to the Office of the City Clerk, 65 Stone Street, Cocoa, FL 32922, or by email (marse-nault@cocoafl.gov), or by telephone by calling (321) 433-8488.

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 (321) 433-8488.

Further information may be obtained by calling the City Clerk at the above listed number.

Dated this the 19th day of December, 2025.

Monica Arsenault, CMC, City Clerk



Florida
GANNETT

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Monica Arsenault
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 12/19/2025
BRE floridatoday.com 12/19/2025

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 12/19/2025

Legal Clerk

Notary, State of WI, County of Brown

5.15.27

My commission expires

Publication Cost: \$171.74

Tax Amount: \$0.00

Payment Cost: \$171.74

Order No: 11920623

Customer No: 1127247

PO #:

of Copies:

1

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

NANCY HEYRMAN
Notary Public
State of Wisconsin

Ad#11920623 12/19/2025

CITY OF COCOA NOTICE OF PUBLIC HEARING January 13, 2025

NOTICE is hereby given that the City of Cocoa, Florida, will hold a Public Hearing at 6:00 p.m. on Tuesday, January 13, 2025, in City Council Chambers, located at 65 Stone Street, in Cocoa, Florida. The City Council will consider adopting the following Ordinance on Second Reading, titled as follows:

**ORDINANCE NO. 14-2025
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.**

This is a public meeting. All interested parties may attend. The facility wherein the public meeting will be held is accessible to the physically handicapped.

Pursuant to Section 286.0105, Florida Statutes, the City of Cocoa hereby advises the public that if a person decides to appeal any decision made by this Council with respect to any matter considered at the meeting, that person will need a record of the proceedings and that for such purpose, affected persons may need to ensure 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 not otherwise allowed by law.

Members of the public are encouraged to comment on the proposed ordinances at the meeting. Comments may also be submitted in writing to the Office of the City Clerk, 65 Stone Street, Cocoa, FL 32922, or by email (marsenault@cocoaf1.gov), or by telephone by calling (321) 433-8488.

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
(321) 433-8488.

Further information may be obtained by calling the City Clerk at the above listed number. Dated this 19th day of December, 2025.

Monica Arsenault, CMC, City Clerk

Business Impact Estimates

Posted on: November 14, 2023

Ordinance No. 13-2025 Relating to a non-exclusive natural gas franchise with Pivotal Utility Holding

Business Impact Estimate Pursuant To F.S. 166.041(4)

This form should be included in the agenda packet with the proposed ordinance to be considered. It must be posted on the City's website by the time notice of the proposed ordinance is published pursuant to Section 166.041(3)(a), Florida Statutes.

City Council Meeting Dates: December 9, 2025 and January 13, 2025

Ordinance Number: 13-2025

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- [Human Resources](#)
- [Planning](#)
- [Water Customer Service](#)
- [Diamond Square Community Redevelopment Agency Newsletter](#)
- [CRA Budgets](#)
- [Public Hearing Notice](#)



This Business Impact Estimate is given as it relates to the proposed ordinance titled:

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.

Parts I-IV below are not required to be completed if the ordinance involves any one of the following types of exemptions. Please check if applicable:

Ordinances required for compliance with federal or state law or regulation;

Ordinances relating to the issuance or refinancing of debt;

Ordinances relating to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;

Ordinances required to implement a contract or an agreement, including, but not limited to, any federal, state, local, or private grant, or other financial assistance accepted by a municipal government;

Emergency ordinances;

Ordinances relating to procurement; or

Ordinances enacted to implement the following:

- a. Development orders and development permits, as those terms are defined in Section 163.3164, and development agreements, as authorized by the Florida Local Government Development Agreement Act under ss. 163.3220-163.3243;
- b. Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the municipality;
- c. Sections 190.005 and 190.046;
- d. Section 553.73, relating to the Florida Building Code; or
- e. Section 633.202, relating to the Florida Fire Prevention Code.

Part I.

Summary of the proposed ordinance and statement of public purpose:

(Address the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals, and welfare of the City of Cocoa.)

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

Part II.

Estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of Cocoa: *(fill out subsections a-c as applicable, if not applicable write "not applicable")*

- a. Estimate of direct compliance costs that businesses may reasonably incur if the proposed ordinance is enacted: \$0
- b. Identification of any new charges or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible; and: \$0
- c. An estimate of the City of Cocoa's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs. \$0

Part III.

Good faith estimate of the number of businesses likely to be impacted by the ordinance: 1,351

Part IV. Additional Information the City Council may find useful (if any):

This Business Impact Estimate may be revised following its initial posting.

CITY COUNCIL AGENDA ITEM

Memo Date: December 10, 2025
Agenda Date: January 13, 2026
File ID: 2025-1206
Prepared By: Jennifer Webster, Senior Planner
Through: Stockton Whitten, City Manager
Requested Action: Consideration on 2nd reading of Ordinance 12-2025, a zoning text amendment regarding processing Reasonable Accommodation requests from the City's Land Development Regulations, and adding 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.

December 9, 2025, City Council APPROVED the 1st reading of Ordinance 12-2025 regarding Reasonable Accommodations and Certified Recovery Residences.

RECOMMENDED MOTION:

Staff requests City Council **APPROVE** the second 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 13 day of January, 2026.

MICHAEL C. BLAKE
Mayor

ATTEST:

MONICA ARSENAULT
City Clerk

Legal Ad Published: 11/25/2025

AFFIDAVIT OF PUBLICATION

Jennifer Webster, Planning & Zoning Dept.
Attn: Accounting Division
City Of Cocoa (Te)
65 Stone St
Cocoa FL 32922-7982

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Florida Today, a daily newspaper published in Brevard County, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of , was published on the publicly accessible website of Brevard County, Florida, or in a newspaper by print in the issues of, on:

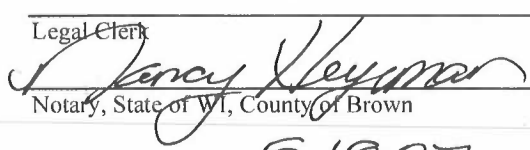
BRE Brevard Florida Today 11/25/2025

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	

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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 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 OF COCOA NOTICE OF PUBLIC HEARING

**NOTICE IS HEREBY GIVEN THAT
THE COCOA CITY COUNCIL
PROPOSES TO CONSIDER THE FOLLOWING:**

**PZ 25-02000005 ZONING TEXT AMENDMENT
| ORD 012-2025 (2nd READING)**

**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.

**CITY COUNCIL PUBLIC HEARING WILL BE HELD ON
January 13, 2026**

**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:

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THE CITY OF COCOA

BUSINESS IMPACT ESTIMATE **PURSUANT TO F.S. 166.041(4)**

This form should be included in the agenda packet with the proposed ordinance to be considered. It must be posted on the City's website by the time notice of the proposed ordinance is published pursuant to Section 166.041(3)(a), Florida Statutes.

City Council Meeting Dates: January 13, 2026

Ordinance Number: 12-2025

Posted To Webpage: January 9, 2026

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.

Parts I-IV below are not required to be completed if the ordinance involves any one of the following types of exemptions. Please check if applicable:

- ☒ 1. Ordinances required for compliance with federal or state law or regulation;
- ☐ 2. Ordinances relating to the issuance or refinancing of debt;
- ☐ 3. Ordinances relating to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ 4. Ordinances required to implement a contract or an agreement, including, but not limited to, any federal, state, local, or private grant, or other financial assistance accepted by a municipal government;

- ☐ 5. Emergency ordinances;
- ☐ 6. Ordinances relating to procurement; or
- ☐ 7. Ordinances enacted to implement the following:
 - ☐ a. Development orders and development permits, as those terms are defined in Section 163.3164, and development agreements, as authorized by the Florida Local Government Development Agreement Act under ss. 163.3220-163.3243;
 - ☐ b. Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the municipality;
 - ☐ c. Sections 190.005 and 190.046;
 - ☐ d. Section 553.73, relating to the Florida Building Code; or
 - ☐ e. Section 633.202, relating to the Florida Fire Prevention Code.

Part I.

Summary of the proposed ordinance and statement of public purpose:

(Address the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals, and welfare of the City of Cocoa.)

NA

Part II.

NA

(a) Estimate of direct compliance costs that businesses may reasonably incur if the proposed ordinance is enacted:

NA

(b) Identification of any new charges or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible; and

NA

(c) An estimate of the City of Cocoa's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.

NA

Part III.

Good faith estimate of the number of businesses likely to be impacted by the ordinance:

NA

Part IV. Additional Information the City Council may find useful (if any):

This Business Impact Estimate may be revised following its initial posting.

CITY COUNCIL AGENDA ITEM

Memo Date: December 31, 2025
Agenda Date: January 13, 2026
File ID: 2025-495
Prepared By: Jennifer Webster, Senior Planner
Through: Stockton Whitten, City Manager
Requested Action: Staff requests that the City Council postpone the 1st reading of Ordinance 02-2025 for the Land Development Regulations Amendment Creating the Four Corners Overlay District to a date certain of February 24, 2026 at 6:00 p.m. at Cocoa City Hall, Council Chambers.

BACKGROUND:

On September 10, 2025, the Planning and Zoning Board voted to recommend that City Council APPROVE Ordinance 02-2025, a Land Development Code Text and Map Amendment to Appendix A, Article XI Code of Ordinances of the City of Cocoa creating Section 23, Four Corners Overlay District, establishing permitted, special exception, and prohibited uses; providing for performance standards, including setbacks, parking, landscaping, and signage requirements; establishing building design standards and establishing the boundaries of the Four Corners Overlay District.

At the Initial 1st reading before the City Council on September 23, 2025, at the request of the property owners affected by the ordinance, Council voted unanimously to continue this item to a date certain of October 14th, 2025.

On October 14th, 2025, the City Council voted to postpone this item once more to the January 13, 2026 Regular City Council meeting and directed Staff to meet with the property owners and hold public working sessions at the Dr. Joe Lee Smith Center prior to the January Council meeting.

Subsequently, Staff has been in continuing discussions with the property owners regarding the proposed uses and design standards for the new Overlay District.

In order to allow for additional time to meet with the property owners and the public, Staff requests the City Council further postpone the 1st reading of Ordinance 02-2025 for the Land Development Regulations Amendment Creating the Four Corners Overlay District to the February 24, 2026 City Council Meeting.

PRIORITY AREA CONNECTION:

Economic and Community Development

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

September 10, 2025: Planning and Zoning Board voted to recommend that City Council APPROVE Ordinance 02-2025.

RECOMMENDED MOTION:

Staff requests that the City Council postpone the 1st reading of Ordinance 02-2025 for the Land Development Regulations Amendment Creating the Four Corners Overlay District to a date certain of February 24, 2026 at 6:00 p.m. at Cocoa City Hall, Council Chambers.

AFFIDAVIT OF PUBLICATION

Jennifer Webster, Planning & Zoning Dept.
Attn: Accounting Division
City Of Cocoa (Te)
65 Stone St
Cocoa FL 32922-7982

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Florida Today, a daily newspaper published in Brevard County, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of , was published on the publicly accessible website of Brevard County, Florida, or in a newspaper by print in the issues of, on:

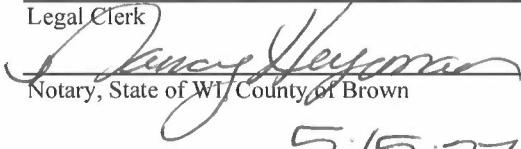
08/26/2025

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 08/26/2025



Legal Clerk



Notary, State of WI/ County of Brown

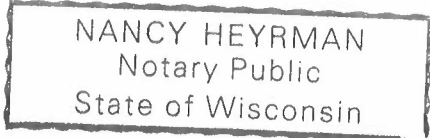
5.15.27

My commission expires

Publication Cost:	\$647.84	
Tax Amount:	\$0.00	
Payment Cost:	\$647.84	
Order No:	11595337	# of Copies:
Customer No:	1127247	1
PO #:	PZ FCOD ZTA CP Sept 10 Final	

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NANCY HEYRMAN
Notary Public
State of Wisconsin

CITY OF COCOA

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT

THE PLANNING & ZONING BOARD/LOCAL PLANNING AGENCY
AND THE COCOA CITY COUNCIL

PROPOSE TO CONSIDER THE FOLLOWING:

LARGE SCALE COMPREHENSIVE PLAN TEXT AMENDMENT I ORD 01-2025

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, ADOPTING A LARGE SCALE COMPREHENSIVE PLAN TEXT AMENDMENT; AMENDING FIGURE FLU-1 SET FORTH IN THE FUTURE LAND USE ELEMENT TO PROVIDE THAT THE COMMERCIAL PARKWAY ZONING DISTRICT WITHIN THE FOUR CORNERS OVERLAY DISTRICT IS AN ALLOWABLE ZONING DISTRICT IN THE MIXED USE FUTURE LAND USE CATEGORY; PROVIDING DATA AND ANALYSIS AND THE LEGAL BASIS SET FORTH IN THE RECITALS TO SUPPORT THE PROPOSED COMPREHENSIVE AMENDMENT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE COMPREHENSIVE PLAN, SEVERABILITY, AND AN EFFECTIVE DATE AND LEGAL STATUS OF THE PLAN AMENDMENT.

LAND DEVELOPMENT REGULATIONS AMENDMENT I ORD 02-2025

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING APPENDIX A, ZONING, ARTICLE XI OF THE CODE OF THE CITY OF COCOA, CREATING AND ADOPTING THE FOUR CORNERS OVERLAY DISTRICT; PROVIDING FOR ITS PURPOSE AND APPLICABILITY; ESTABLISHING PERMITTED, SPECIAL EXCEPTION, AND PROHIBITED USES; PROVIDING FOR PERFORMANCE STANDARDS, INCLUDING SETBACKS, PARKING, LANDSCAPING, AND SIGNAGE REQUIREMENTS; ESTABLISHING BUILDING DESIGN STANDARDS; ESTABLISHING THE BOUNDARIES OF THE FOUR CORNERS OVERLAY DISTRICT, PARTICULARLY DEPICTED AND DESCRIBED ON EXHIBITS "A" AND "B" ATTACHED HERETO; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

CONSISTING OF THE FOLLOWING PARCEL ID NUMBERS:

24-36-33-31-C-1, 24-36-33-32-1, 24-36-33-30-1, 24-36-33-00-251, 24-36-33-00-289, 24-36-33-30-15, 24-36-33-30-8, 24-36-33-31-A-5, 24-36-33-31-C-2, 24-36-33-30-21.03, 24-36-33-30-21.04, 24-36-33-00-253, 24-36-33-31-R-4, 24-36-33-31-R-3, 24-36-33-31-R-5, 24-36-33-31-R-1, 24-36-33-31-R-2, 24-36-33-32-9, 24-36-33-00-288, 24-36-33-32-7, 24-36-33-31-D-11, 24-36-33-31-D-12, 24-36-33-31-D-13, 24-36-33-00-258



PLANNING & ZONING BOARD/ LOCAL PLANNING AGENCY
PUBLIC HEARING WILL BE HELD ON

Sept 10, 2025

CITY COUNCIL PUBLIC HEARING WILL BE HELD ON

Sept 23, 2025

ALL HEARINGS WILL TAKE PLACE AT 6:00 P.M. OR SOON THEREAFTER IN THE
COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT
65 STONE STREET, COCOA, FL

General Notice Information:

This is a public meeting. Interested parties are hereby advised that they may appear at said meeting and be heard. The facility wherein this public meeting will be held is accessible to the physically handicapped. In accordance with the Americans With Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk, Monica Arsenault, at least 48 hours prior to the meeting by telephone at (321) 433-8484 or via email at marсенault@cocoafl.gov.

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

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Public Participation Information:

The public may inspect the agenda items, ordinances, and supporting documents at the Community Services Department, between 8:00 a.m. and 5:00 p.m., Monday through Friday, or by phoning (321) 433-8451, or on the City's website at the following link prior to the meeting: <https://www.cocoafl.gov/29120338/City-Meetings>

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/29120338/City-Meetings>. The City is not responsible for technical difficulties that may occur while viewing or listening online.

F-42425812

CITY COUNCIL AGENDA ITEM

Memo Date: December 31, 2025
Agenda Date: January 13, 2026
File ID: 2025-494
Prepared By: Jennifer Webster, Senior Planner
Through: Stockton Whitten, City Manager
Requested Action: Staff requests the City Council postpone the 1st reading of Ordinance 01-2025, a Large Scale Comprehensive Plan Text Amendment Four Corners Overlay District, to a date certain of February 24, 2026, at 6:00 p.m. at Cocoa City Hall, Council Chambers.

BACKGROUND:

On September 10, 2025, the Planning and Zoning Board voted to recommend that City Council APPROVE TO TRANSMIT Ordinance 01-2025, an Expedited State Review Comprehensive Plan Text Amendment to amend Figure FLU-1, Standards for Future Land Use Categories, to include the Commercial Parkway (C-P) zoning district within the Four Corners Overlay District, as an applicable zoning district in the Mixed-Use (MU) Future Land Use Designation.

(This Ordinance is proposed concurrently with Ordinance 02-2025, a land development regulations amendment creating the Four Corners Overlay District, which establishes permitted, special exception, and prohibited uses, provides for performance standards, establishes building design standards, and establishes the boundaries of the Four Corners Overlay District.)

At the Initial 1st reading before the City Council on September 23, 2025, at the request of the property owners affected by the proposed ordinance, Council voted unanimously to continue this item to a date certain of October 14th, 2025.

At the October 14th, 2025, Council voted to postpone this item once more to the January 13, 2026 regular City Council meeting and directed staff to meet with the property owners and hold public working sessions at the Dr. Joe Lee Smith Center prior to the January Council meeting.

Subsequently, Staff has been in continuing discussions with the property owners regarding the proposed uses and design standards for the new Overlay District. In order to allow for additional time to meet with the property owners and the public, Staff requests to further postpone the 1st reading of Ordinance 01-2025, an Expedited State Review Comprehensive Plan Text Amendment to amend Figure FLU-1, Standards for Future Land Use Categories, to the February 24th City Council Meeting.

PRIORITY AREA CONNECTION:

Economic and Community Development

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

On September 10, 2025, the Planning and Zoning Board voted to recommend that City Council APPROVE TO TRANSMIT Ordinance 01-2025, an Expedited State Review Comprehensive Plan Text Amendment to amend Figure FLU-1, Standards for Future Land Use Categories, to include the Commercial Parkway (C-P) zoning district within the Four Corners Overlay District, as an applicable zoning district in the Mixed-Use (MU) Future Land Use Designation.

RECOMMENDED MOTION:

Staff requests the City Council postpone the 1st reading of Ordinance 01-2025, a Large Scale Comprehensive Plan Text Amendment Four Corners Overlay District, to a date certain of February 24, 2026, at 6:00 p.m. at Cocoa City Hall, Council Chambers.

AFFIDAVIT OF PUBLICATION

Jennifer Webster, Planning & Zoning Dept.
Attn: Accounting Division
City Of Cocoa (Te)
65 Stone St
Cocoa FL 32922-7982

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Florida Today, a daily newspaper published in Brevard County, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of , was published on the publicly accessible website of Brevard County, Florida, or in a newspaper by print in the issues of, on:

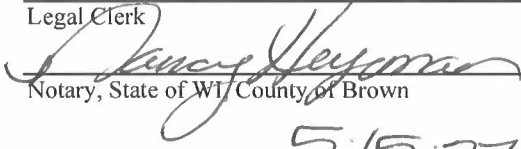
08/26/2025

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 08/26/2025



Legal Clerk



Notary, State of WI/ County of Brown

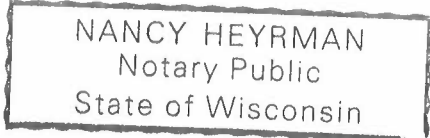
5.15.27

My commission expires

Publication Cost:	\$647.84	
Tax Amount:	\$0.00	
Payment Cost:	\$647.84	
Order No:	11595337	# of Copies:
Customer No:	1127247	1
PO #:	PZ FCOD ZTA CP Sept 10 Final	

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NANCY HEYRMAN
Notary Public
State of Wisconsin

CITY OF COCOA

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT

THE PLANNING & ZONING BOARD/LOCAL PLANNING AGENCY
AND THE COCOA CITY COUNCIL

PROPOSE TO CONSIDER THE FOLLOWING:

LARGE SCALE COMPREHENSIVE PLAN TEXT AMENDMENT I ORD 01-2025

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, ADOPTING A LARGE SCALE COMPREHENSIVE PLAN TEXT AMENDMENT; AMENDING FIGURE FLU-1 SET FORTH IN THE FUTURE LAND USE ELEMENT TO PROVIDE THAT THE COMMERCIAL PARKWAY ZONING DISTRICT WITHIN THE FOUR CORNERS OVERLAY DISTRICT IS AN ALLOWABLE ZONING DISTRICT IN THE MIXED USE FUTURE LAND USE CATEGORY; PROVIDING DATA AND ANALYSIS AND THE LEGAL BASIS SET FORTH IN THE RECITALS TO SUPPORT THE PROPOSED COMPREHENSIVE AMENDMENT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE COMPREHENSIVE PLAN, SEVERABILITY, AND AN EFFECTIVE DATE AND LEGAL STATUS OF THE PLAN AMENDMENT.

LAND DEVELOPMENT REGULATIONS AMENDMENT I ORD 02-2025

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING APPENDIX A, ZONING, ARTICLE XI OF THE CODE OF THE CITY OF COCOA, CREATING AND ADOPTING THE FOUR CORNERS OVERLAY DISTRICT; PROVIDING FOR ITS PURPOSE AND APPLICABILITY; ESTABLISHING PERMITTED, SPECIAL EXCEPTION, AND PROHIBITED USES; PROVIDING FOR PERFORMANCE STANDARDS, INCLUDING SETBACKS, PARKING, LANDSCAPING, AND SIGNAGE REQUIREMENTS; ESTABLISHING BUILDING DESIGN STANDARDS; ESTABLISHING THE BOUNDARIES OF THE FOUR CORNERS OVERLAY DISTRICT, PARTICULARLY DEPICTED AND DESCRIBED ON EXHIBITS "A" AND "B" ATTACHED HERETO; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

CONSISTING OF THE FOLLOWING PARCEL ID NUMBERS:

24-36-33-31-C-1, 24-36-33-32-1, 24-36-33-30-1, 24-36-33-00-251, 24-36-33-00-289, 24-36-33-30-15, 24-36-33-30-8, 24-36-33-31-A-5, 24-36-33-31-C-2, 24-36-33-30-21.03, 24-36-33-30-21.04, 24-36-33-00-253, 24-36-33-31-R-4, 24-36-33-31-R-3, 24-36-33-31-R-5, 24-36-33-31-R-1, 24-36-33-31-R-2, 24-36-33-32-9, 24-36-33-00-288, 24-36-33-32-7, 24-36-33-31-D-11, 24-36-33-31-D-12, 24-36-33-31-D-13, 24-36-33-00-258



PLANNING & ZONING BOARD/ LOCAL PLANNING AGENCY
PUBLIC HEARING WILL BE HELD ON

Sept 10, 2025

CITY COUNCIL PUBLIC HEARING WILL BE HELD ON

Sept 23, 2025

ALL HEARINGS WILL TAKE PLACE AT 6:00 P.M. OR SOON THEREAFTER IN THE
COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT
65 STONE STREET, COCOA, FL

General Notice Information:

This is a public meeting. Interested parties are hereby advised that they may appear at said meeting and be heard. The facility wherein this public meeting will be held is accessible to the physically handicapped. In accordance with the Americans With Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk, Monica Arsenault, at least 48 hours prior to the meeting by telephone at (321) 433-8484 or via email at marсенault@cocoafl.gov.

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

The BOA, PZ Board/LPA and City Council reserve the right to continue or postpone hearings to a date certain without re-advertising.

Public Participation Information:

The public may inspect the agenda items, ordinances, and supporting documents at the Community Services Department, between 8:00 a.m. and 5:00 p.m., Monday through Friday, or by phoning (321) 433-8451, or on the City's website at the following link prior to the meeting: <https://www.cocoafl.gov/29120338/City-Meetings>

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/29120338/City-Meetings>. The City is not responsible for technical difficulties that may occur while viewing or listening online.

F-42425812

CITY COUNCIL AGENDA ITEM

Memo Date: December 3, 2025
Agenda Date: January 13, 2026
File ID: 2025-1181
Prepared By: Samantha Senger, Communications & Economic Development Director
Through: Stockton Whitten, City Manager
Requested Action: City Council approval to name the Promenade at Riverfront Park after Jerry Sansom, former Florida Inland Navigation District Board Member and Cocoa Governmental Affairs Consultant.

BACKGROUND:

Jerry Sansom, who passed away in 2024, is a former lobbyist for the City of Cocoa who served on the Florida Inland Navigation District (FIND) Board since 2003. During his time on the FIND board, Jerry was passionate about assisting the City of Cocoa with securing funding to invest in the riverfront. He helped the city secure funding for the day slips, Captain Ed Lani T-docks, and the boat ramp dredging projects.

Based on the City Council's procedures for naming of buildings, parks and streets, the City Manager is recommending the naming of the Promenade at Riverfront Park to be named after Jerry Sansom in recognition of his passionate commitment to not only the City of Cocoa but to ensuring the growth and development of the Cocoa waterfront.

There will also be two plaques placed along the Promenade reflecting this naming recommendation. One will be placed on the Promenade entry marker at the corner of River Edge Blvd. and Harrison St. and one will be placed near the flag poles in Riverfront Park. The cost for two plaques would not exceed \$2,800.00.

PRIORITY AREA CONNECTION:

Investment in Public Infrastructure
Community Outreach and Engagement

BUDGETARY IMPACT:

Budgeted? Yes

PREVIOUS ACTION:

Council has a procedure for naming of buildings, parks and streets related to this request. There are sections of Riverfront Park and Lee Wenner Park that have been named after other influential and pertinent former members of the Cocoa community such as Al Trafford and Captain Ed Lanni.

RECOMMENDED MOTION:

City Council approval to name the Promenade at Riverfront Park after Jerry Sansom, former Florida Inland Navigation District Board Member and Cocoa Governmental Affairs Consultant.

Sec. 2-9. Procedures for naming of buildings, parks and streets.

- (a) *Intent and purpose; findings.* The intent and purpose of this section is to establish a uniform method and procedure to assist the city council in naming certain city buildings, parks and streets. The city council hereby finds that the authority to name city buildings, parks and streets is solely vested in the city council. Nothing herein shall be construed as a delegation of any authority to name a city building, park or street to any other person or entity. The naming of city buildings, parks and streets shall be determined in the sole and absolute discretion of the city council.
- (b) *Generally.* The naming of a city building, park or street shall be determined by the city council either (i) based on its own initiative, (ii) upon a recommendation by the city manager, (iii) upon the request of any person or entity desiring to assist the city council in determining the name of any city building, street or park, or (iv) as part of city council approval of a new land development project which consists of a new city building, park, or street pursuant to the city's land development regulations. The city manager may make a recommendation to the city council based on the city manager's own initiative or as part of an assistance petition as set forth below.
- (c) *Naming guidelines.* When considering the naming of any city building, park or street, the city manager and city council shall consider the following naming attributes:
1. Recognized geographic names;
 2. Natural historic features;
 3. Significant historic contributions to the city, State of Florida, or United States;
 4. Significant material or financial contributions to the city;
 5. Persons of historic service to the city;
 6. Persons of outstanding civic service to the city; and
 7. Documented community support for the name.
- (d) *Other factors.* When considering the naming of any city building, park or street, the city manager and city council shall also consider the following other factors:
1. The cost that the naming or renaming will have on the city or any other person that is or could be materially affected by the name or name change;
 2. Naming proposals that promote alcohol and tobacco products or political organizations will not be considered;
 3. Preference shall be given to names of long established local usage and names that lend dignity to the building, park, or street to be named;
 4. Persons currently serving on the city council or serving as an existing city employee shall not be considered;
 5. Names selected shall be of enduring, honorable fame, not notoriety and shall be commensurate with the significance of the building, park, or street;
 6. Names with connotations which by contemporary community standards are derogatory or offensive shall not be considered;
 7. Proliferation of the same name for different city buildings, parks, or streets shall be avoided;
 8. Proliferation of multiple names for different parts of a particular building, park, or street shall be avoided; and

-
9. If the name is an individual person, whether the individual has ever been convicted of a felony.
 10. If the proposed name is for a street, duplicate street names are prohibited. The proposed street name shall be subject to approval by Brevard County Address Assignment in order to address public safety and the county's 911 system.
- (e) *Assistance petitions.* Any person or entity wishing to assist the city council in determining the name of a city building, park or street shall submit an assistance petition to the city manager for evaluation and a recommendation by the city manager. The petition shall be in writing and shall demonstrate the basis on which the petitioner believes the naming request satisfies the naming guidelines and other factors set forth in subsections (c) and (d) and demonstrate that requisite minimum community support has been obtained by the petitioner pursuant to subsection (f). Upon receipt of duly submitted assistance petition, the city manager shall make a recommendation to the city council either for approval or disapproval of the assistance petition.
- (f) *Minimum community support for assistance petitions.* Each assistance petition submitted to the city manager pursuant to subsection (e) shall be accompanied by petition signatures that demonstrate minimum community support as follows:
- (i) *Street naming:* The assistance petition shall be signed by at least seventy-five percent (75%) of the property owners along the segment of the street to be renamed.
 - (ii) *Building or park naming:* The assistance petition shall be signed by at least five percent (5%) of the residents of Cocoa based on the last officially reported population statistics maintained by the city.

No assistance petition shall be processed by the city manager unless said petition has the minimum number of signatures required by this subsection.

(Ord. No. 22-2010, § 2, 10-26-2010)

CITY COUNCIL AGENDA ITEM

Memo Date: December 11, 2025
Agenda Date: January 13, 2026
File ID: 2025-1209
Prepared By: Samantha Senger, Communications & Economic Development Director
Through: Stockton Whitten, City Manager
Requested Action: Request Council direction on the process to include historic figures on the mural on the wall of the Fitness Court that will be installed at Provost Park.

BACKGROUND:

At the December 9, 2025 Council meeting, City Council directed staff to come back at the next meeting to discuss names of individuals that will be featured in a mural that will be installed on the Fitness Court that will be located at Provost Park.

Staff is seeking direction on how we choose the final list of individuals selected to be featured in the mural. Staff is proposing the following options:

1. Each Council member provides 3 names of individuals that have made an impact on Provost Park and the surrounding community. We take the list of 15 names and create a survey that is open to the public for voting and allow the public to select the top 6 of the 15 individuals that will be included in the mural. Allowing the public to have some input into the decision will help build trust and increase public support for the overall project. The survey will be open until February 9, 2026, when we will provide an update to City Council at the February 10, 2026 Council meeting with the selected individuals.
2. Each Council member provides 3 names of individuals that have made an impact on Provost Park and the surrounding community. City Council then votes to dwindle the list down to 6 individuals that will appear in the mural.

The City of Cocoa received a grant from the National Fitness Campaign of \$30,000 towards the installation of a Fitness Court at Provost Park. This project supports healthier lifestyles, deters crime through positive activation of public space, and creates a safe, welcoming environment where children, families, and seniors alike can thrive.

PRIORITY AREA CONNECTION:

Community Outreach and Engagement
Investment in Public Infrastructure

BUDGETARY IMPACT:

Budgeted? Yes

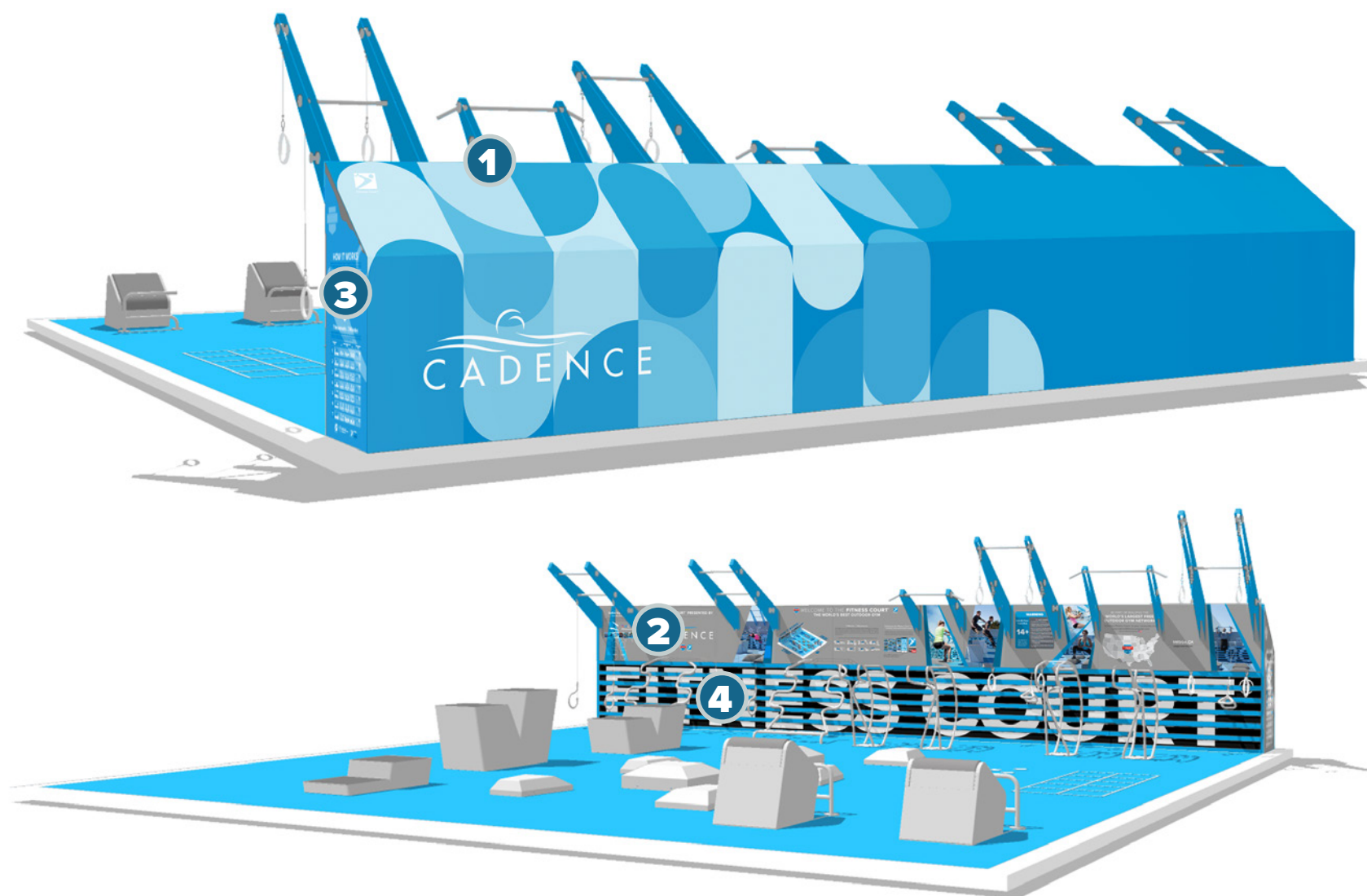
PREVIOUS ACTION:

At the December 9, 2025 Council meeting, City Council directed staff to come back at the next meeting to discuss the names of individuals that will be featured in a mural that will be installed on the Fitness Court that will be located at Provost Park.

RECOMMENDED MOTION:

Request Council direction on the process to include historic figures on the mural on the wall of the Fitness Court that will be installed at Provost Park.

Graphic Alignment Guide



The following pages provide instruction on how to install the Fitness Court graphics for the sections below. Please read thoroughly before beginning.

- 1 Rear Wall Graphics Page 4-5
- 2 Front Wall Graphics Page 6-8
- 3 Side Panels Page 9
- 4 Footstrips Page 10

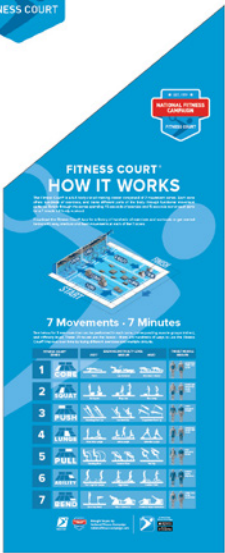
IMPORTANT READ CAREFULLY: UNDER NO CIRCUMSTANCES SHOULD A FITNESS COURT® BE MADE OPEN TO THE PUBLIC UNTIL ALL OFFICIAL FITNESS COURT GRAPHICS AND DECALS, INCLUDING SAFETY AND WARNING INFORMATION, HAVE BEEN PROPERLY INSTALLED AND APPROVED BY NFC.

Removal of construction fencing, or allowing use of the Fitness Court® prior to having the safety warning properly displayed will invalidate your warranty, and further, opening your Fitness Court® without the required and important safety and warning information that is integrated into the graphics is a major liability concern for the partner. NFC strictly forbids this scenario, as an important safety and compliance measure around the country. Every Fitness Court® is accompanied with a complete set of vinyl decals, including the official safety warning, system use information, and minimum age requirements.

The NFC team is fully dedicated to assisting all partners with the design, printing, delivery, and selection of an approved installer for decal application processes in a timely manner. Should more information be needed, please contact: NFC at (415) 702-4919 or installation@nfchq.com.



ALL FITNESS COURT® GRAPHICS



SIDE PANEL

Requirements for Install

Outdoor temp
above 50°F

Dry Weather
Low Wind

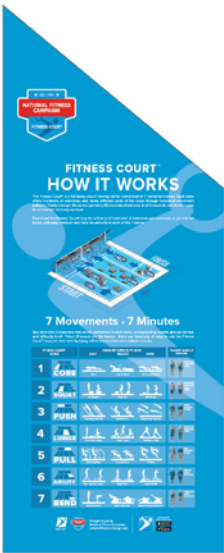
Clean surface
with mild soap
or alcohol

Dry fully before
application

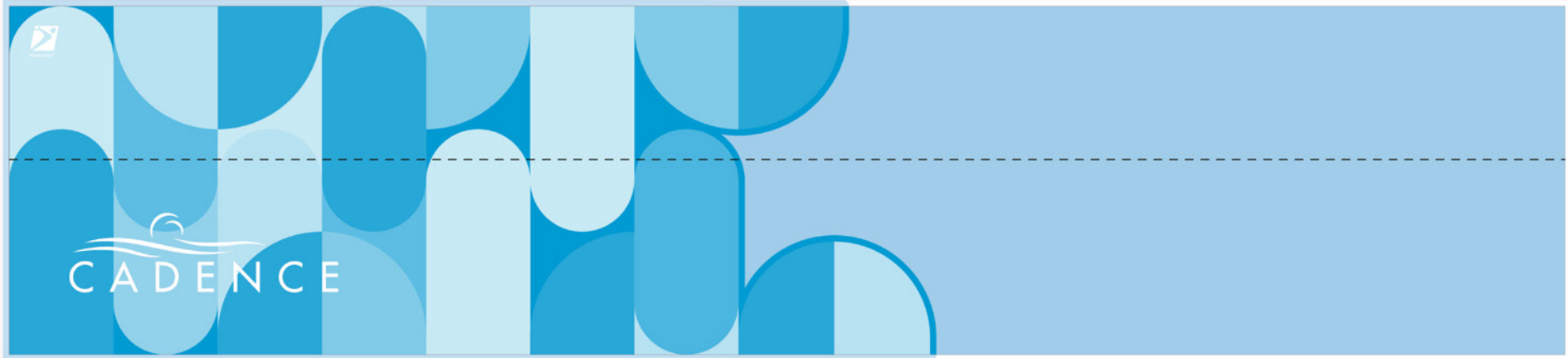
Apply vinyl
decals

Post installation
heat

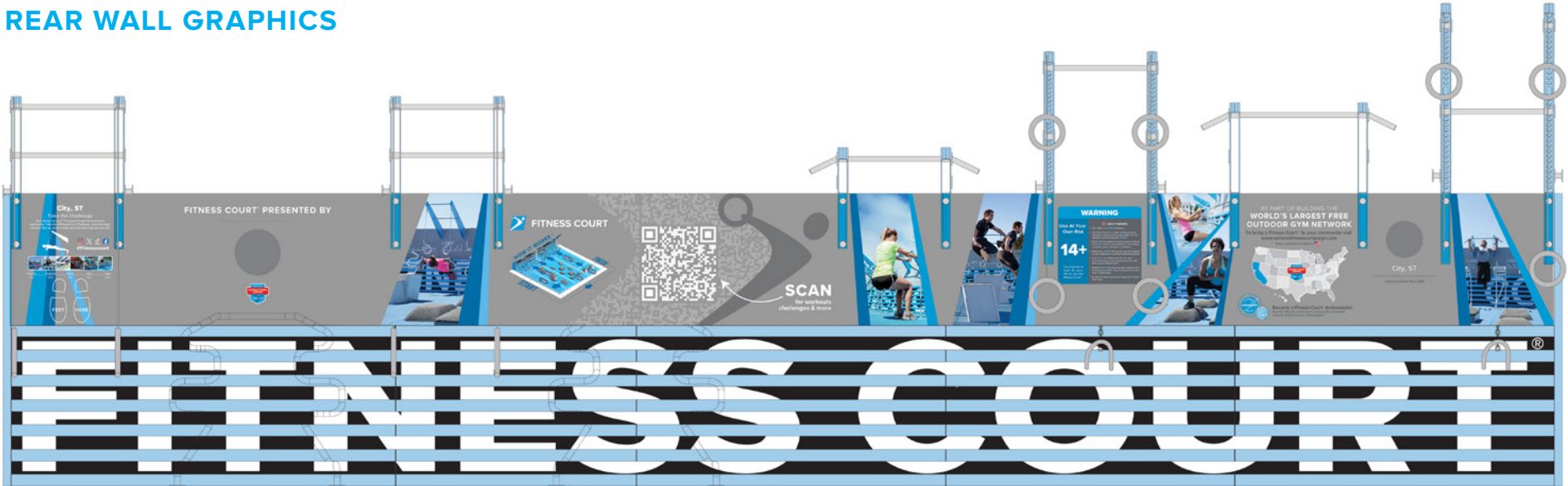
Note: Follow all 3M Installation Guidelines including use of 3M Primer and 3M Edge Sealer



SIDE PANEL



REAR WALL GRAPHICS



FRONT WALL GRAPHICS

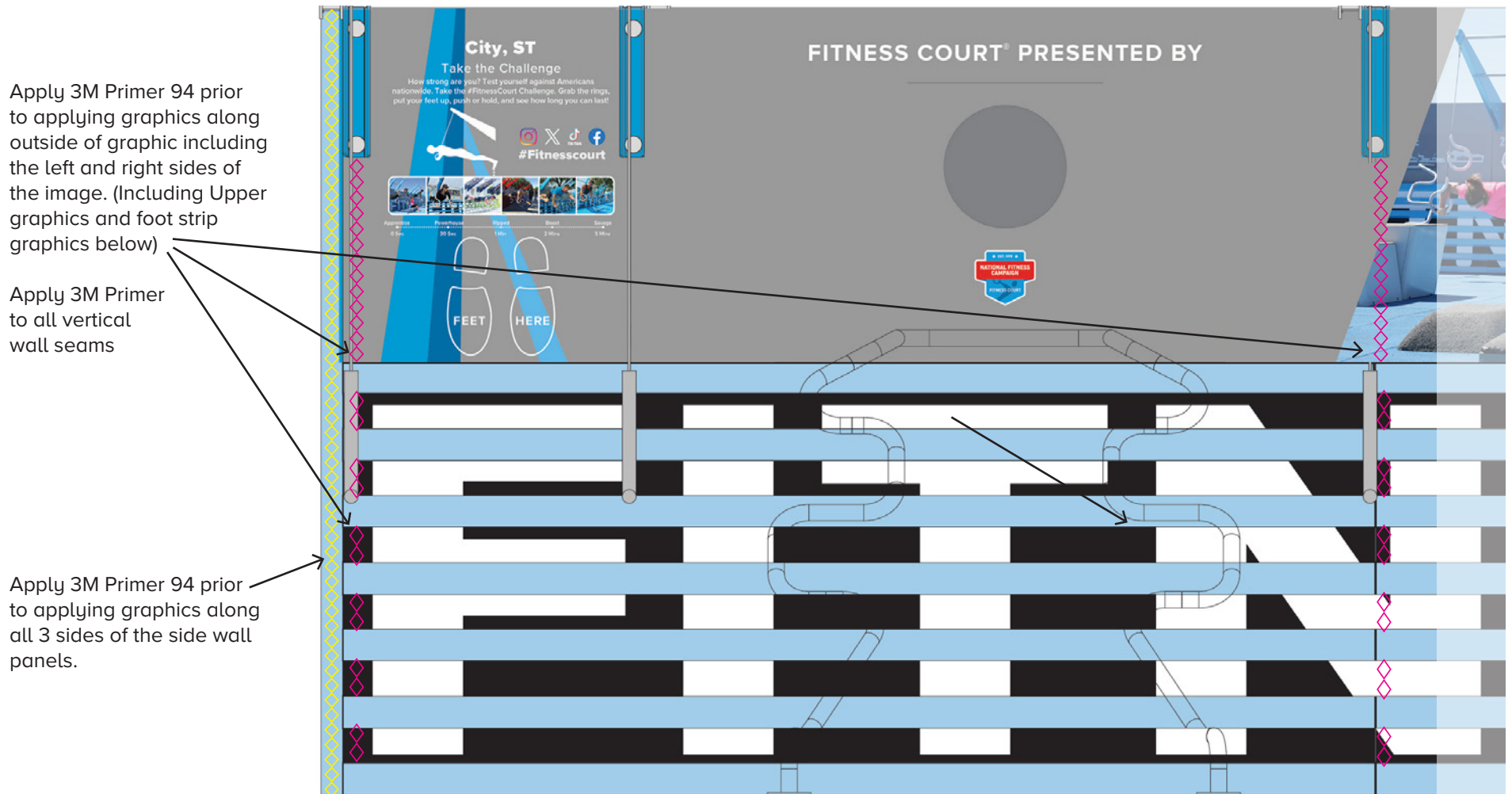
General Notes

- NFC recommends a **professional installer with experience installing large vinyl decals** and wraps on large wall spaces or vehicles. Local installer recommendations can be found here: uasg.org/search-filters
- Decals are made of high quality adhesive-backed 3M IJ180CV3 Controltac Vinyl w/ 3M 8518 Gloss Lamination.
- All decals are applied on the Fitness Court's flat, even surfaces.
- On the footstrips, the black and white "FITNESS COURT®" decals are comprised of six rows, which span three columns (total 18 decals), **installed top-to-bottom, left-to-right**. The orange lines on the provided Alignment Guide mark the column breaks.
- The design of the Rear Wall graphics varies for each installation. Follow the specific installation instructions on the following pages.
- On the front, the Fitness Court details are split into 5 large full wrap sheets that will need to be cut to fit around the brackets and other hardware items, unless installed prior to wall brackets as coordinated with Fitness Court installer. Use alignment guide to make sure image overlays and text line up. **All font should run parallel and square to the Fitness Court®.**
- All the decals shown in the Alignment Guide are provided, including the Fitness Court® Safety Warning. This section contains the standard language to guide use in public spaces.

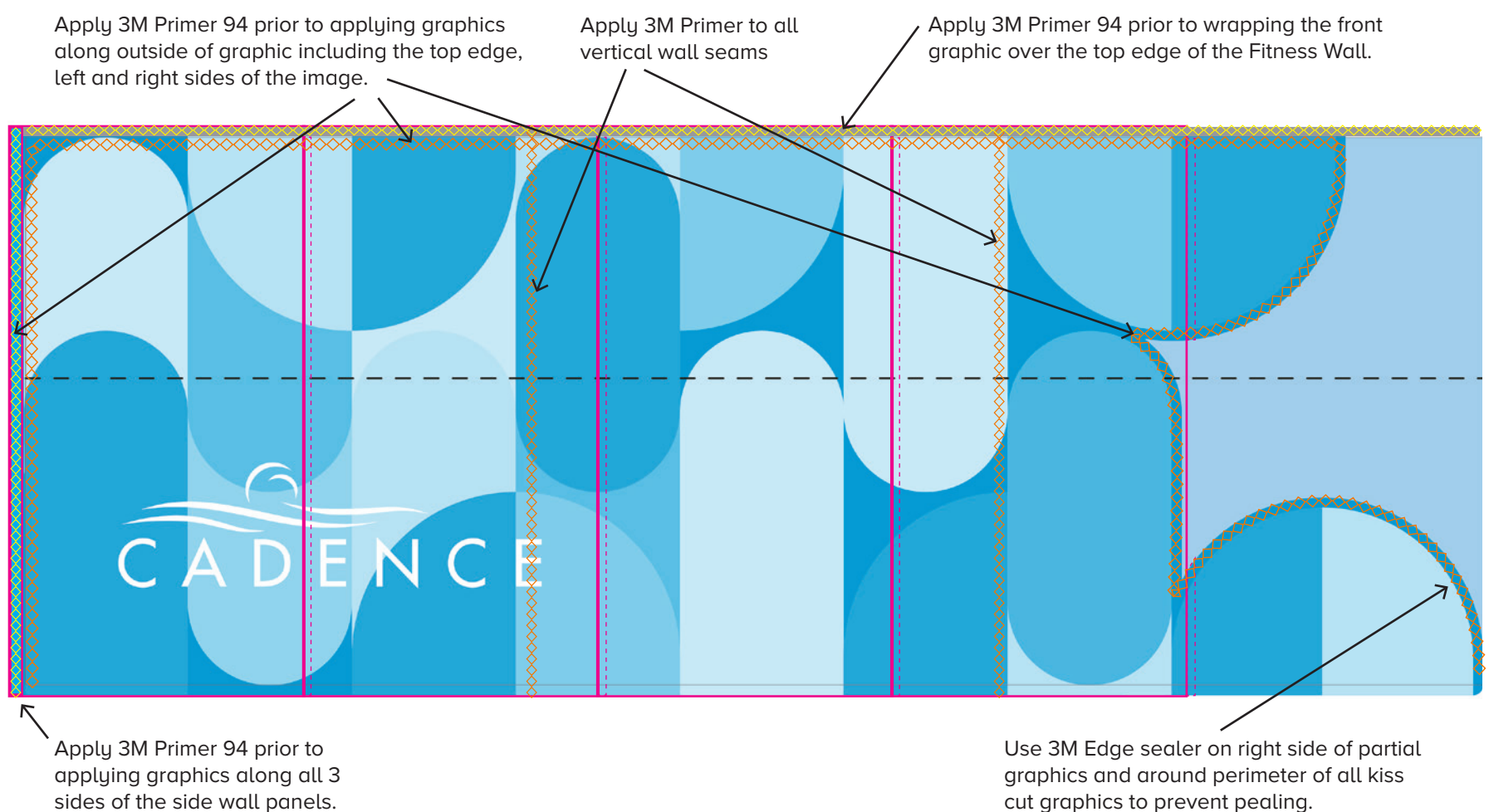
3M Primer 94 & Edge Sealer Application

- Follow [3M ControTAC Graphics Installation Instructions](#).
- Prepare substrate per [3M Surface Preparation Guidelines](#) prior to installation of graphics.
- Vinyl to applied using 3M Dry Application techniques. Do not use application fluid.
- Post heat all seams per 3M vinyl installation guidelines.

FRONT WALL GRAPHICS



REAR WALL GRAPHICS

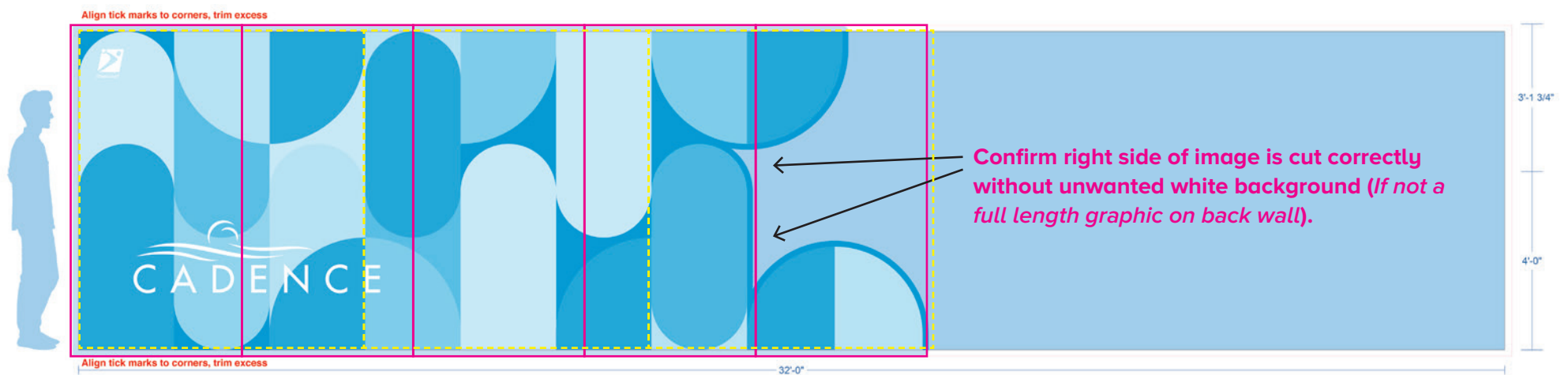


Rear Wall Graphics

Where to Start...

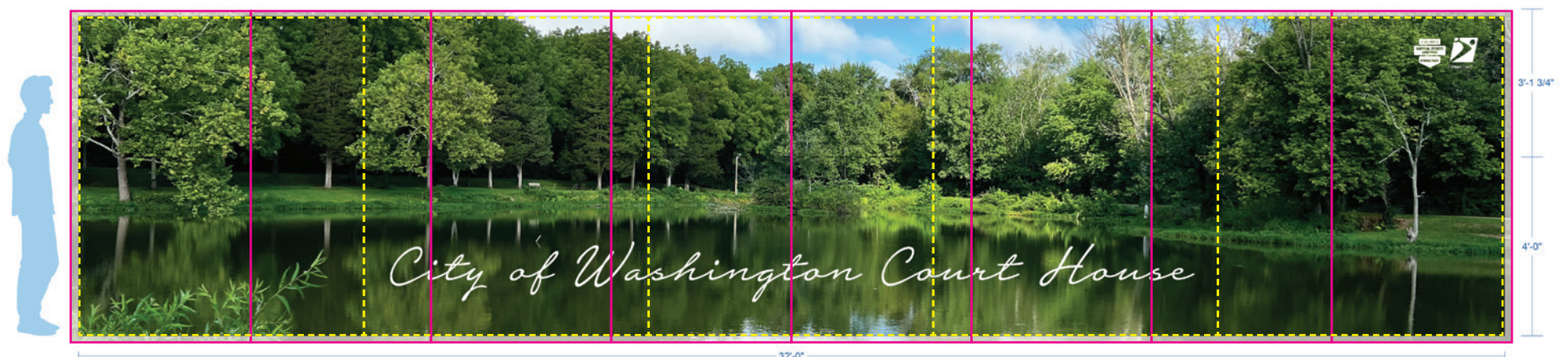
PARTIAL WRAP GRAPHICS *Begin on the upper left-hand side of the rear wall.*

- Locate the trim marks in the upper left corner of the first panel and align just below the lip that runs across the top of the back wall.
- From there, slowly remove the backing as you apply (not all at once).
- Trim off excess.
- Then align the next panel to the right and proceed with the rest of the mural.
- With the image aligned, each panel should overlap the adjacent graphic 1/2" to 1".
- Cut down the metal seams of all metal panels to prevent vinyl from splitting later as a result of expansion & contraction of the metal.



FULL-WRAP GRAPHICS *Begin on the upper left-hand side of the rear wall.*

- Full backs are printed as eight 48" w x 85.75" h pieces (plus bleeds on all sides of each piece) and are applied similar to wallpaper
- The two center pieces should be aligned and applied to the structure first. Use trim marks to align top and bottom. Then work outward to complete the design.
- Last, slice the vinyl along the middle of the horizontal gap and wrap to cover the rounded edges of the top and bottom portions of the wall.
- Trim off excess.
- Cut down the metal seams of all metal panels to prevent vinyl from splitting later as a result of expansion & contraction of the metal.



Visual Aids for Rear Wall Alignment

1

Starting Point of back wall graphic.
Align corner tick mark of first panel here.

2

Align top tick mark here. Trim top edge of vinyl at the bottom of metal overlap along metal edge.

3

Ensure right edge of vinyl is cut straight before overlaying next vinyl panel.

4

Cut image straight along horizontal seam and tuck into brake formed edges per photo.

Trim left side of first panel along metal seam here.

1/2" to 1" overlap

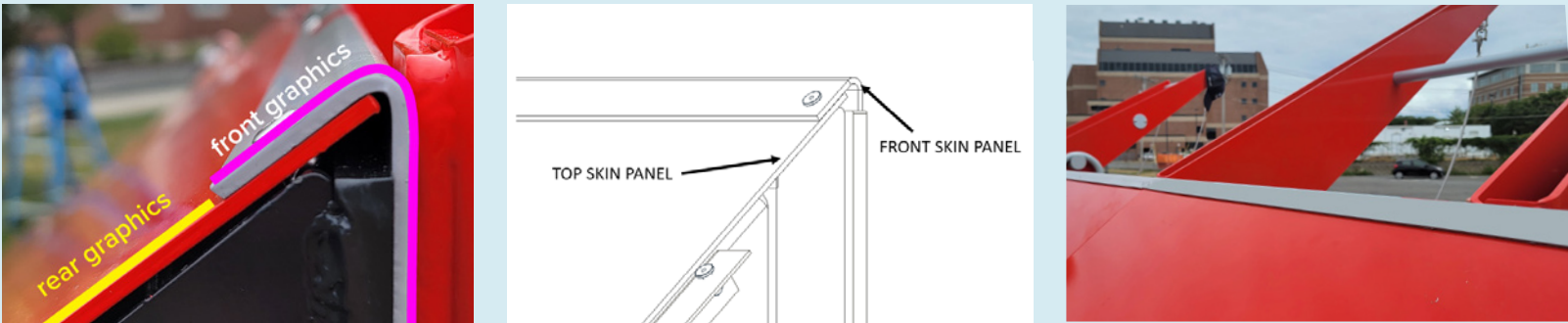
48" +/- Typ. (Varies)

Front wall graphics (Gray) wraps over top of wall.
Cut along metal edge **NOT** at the top of the wall.

Note: Return edge of metal covered with vinyl from side panel only.

Additional Visual Aids for Top Rear Wall Alignment

Rear Wall graphics begin below metal lip. Front wall graphics wrap over the back and end at the lip.

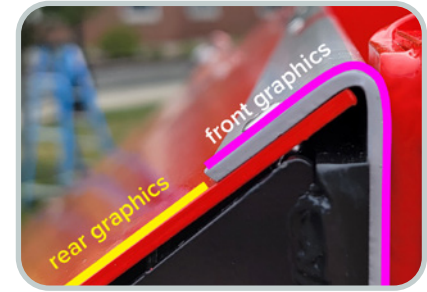


Front Wall Graphics

Where to Start...

LEFT TO RIGHT Begin on the upper left-hand side of the left-most panel (with the challenge section)

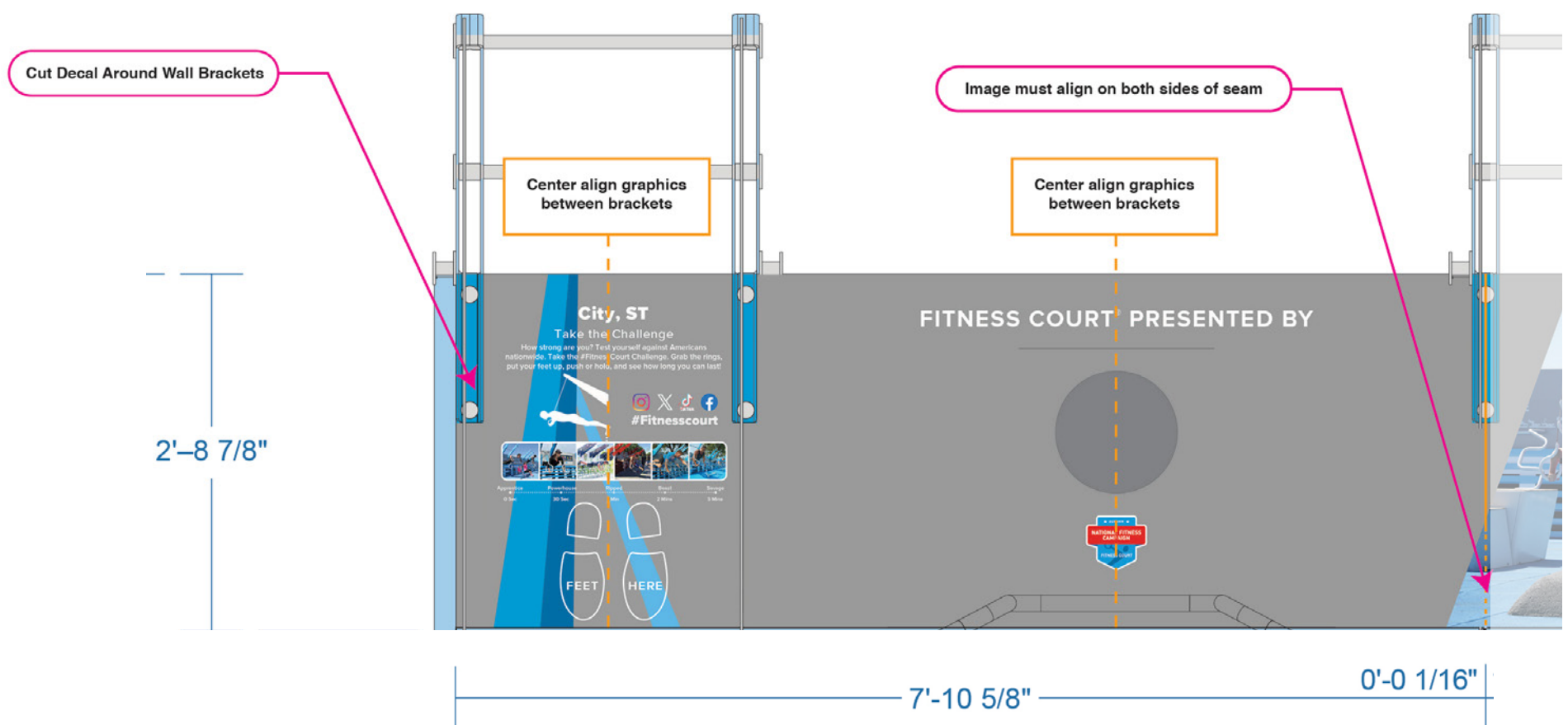
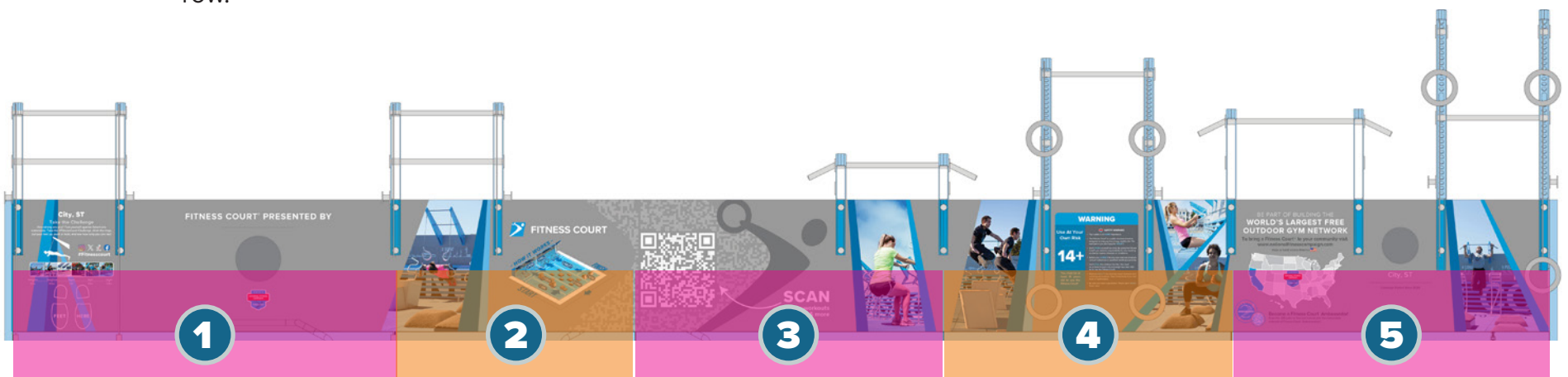
- Identify panels 1-5 according to diagram below.
- Begin with panel 1, the one with the challenge and footprints.
- Locate the trim marks on the upper left hand corner of panel 1 and align to the top of the Fitness Court wall, allowing the gray bleed to wrap over the top and adhere to the lip on the rear wall (as seen in image 1). The graphics and images should stop along the top of the front wall.
- All copy must be level and parallel to the top edge of the Fitness Court wall. All section headlines must align across entire wall.
- Adhere the vinyl directly onto the metal powder coated Fitness Court walls and trim away any excess vinyl. Ensure the right edge of vinyl is cut straight along the metal seam.
- Proceed with the rest of the panels 2-5, cutting each panel to align with metal seam (as seen in image 2).
- Install the front wall graphics before brackets if possible. If brackets are already installed, trim around them as cleanly as possible. See visual references on page 8.
- On panel 5, subtly trim around or cut a slit to allow for the chain on the neutral-grip row.



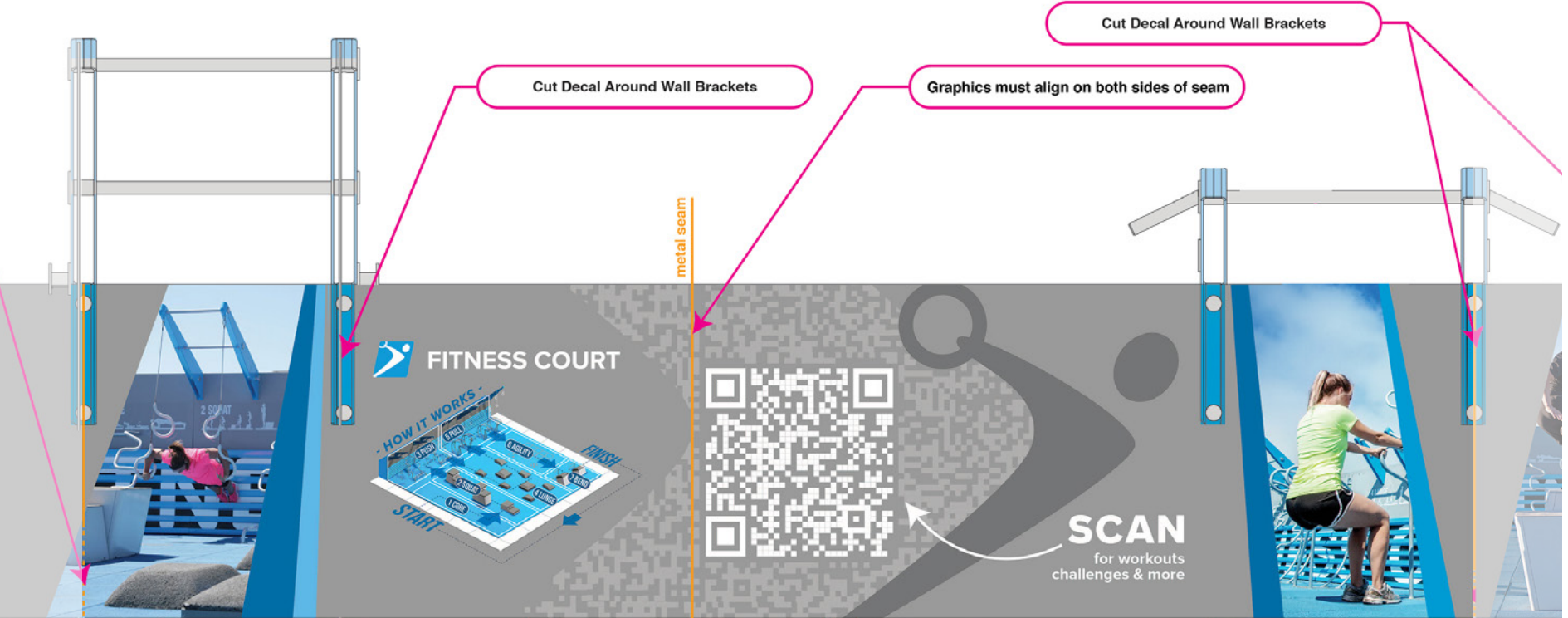
(1) Top edge of structure



(2) Front panel seam



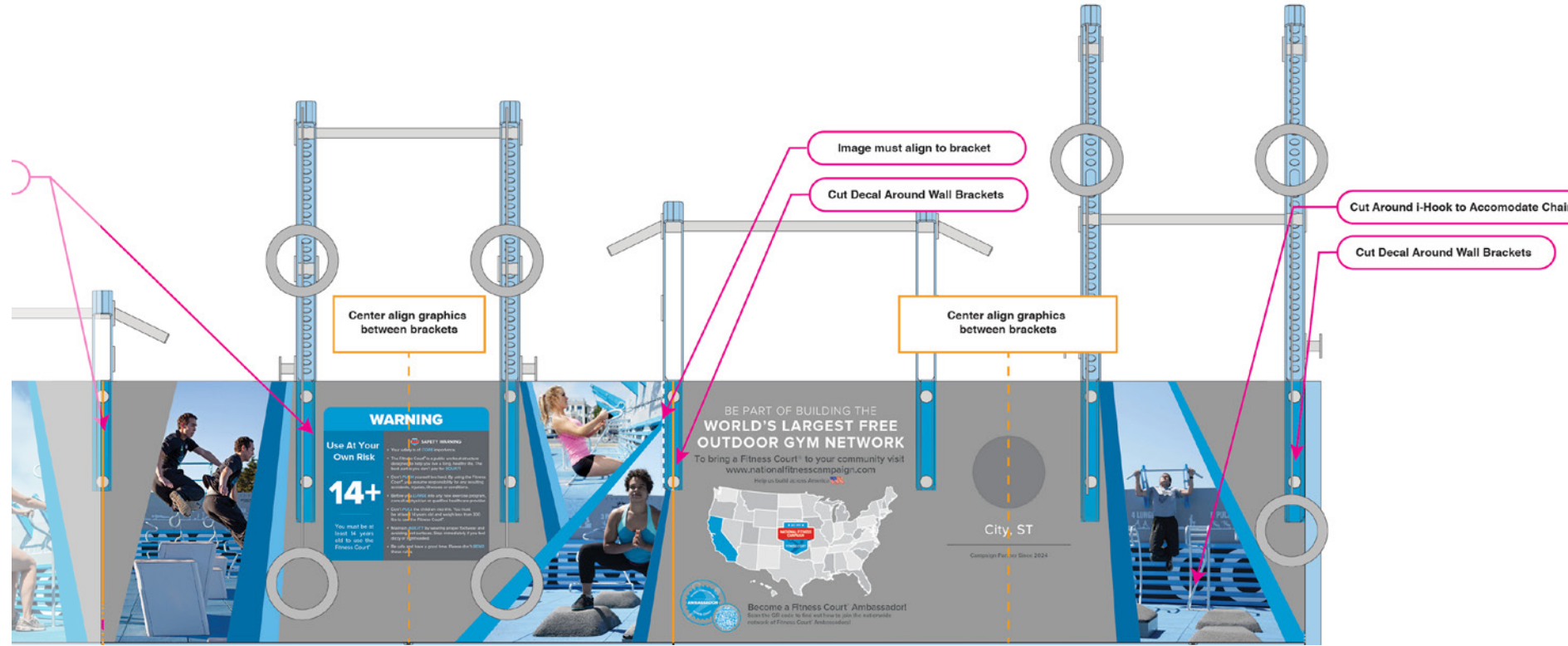
Front Wall Graphics CONTINUED...



0'-0 1/16" typical gap measurement 4'-11 1/4" 6'-4 1/8"

2 Cut down the metal seams of all metal panels to prevent vinyl from splitting later as a result of expansion & contraction of the metal.

3

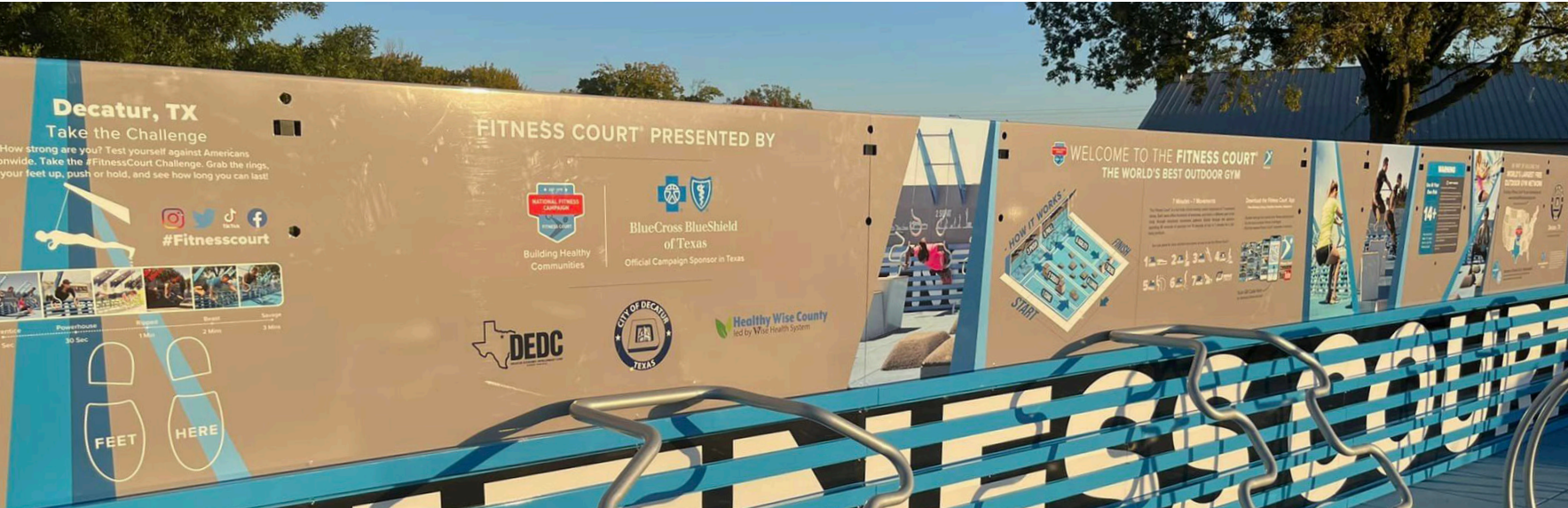


5'-11 1/8" 6'-6 5/8"

4 **5**

Visual Aids for Front Wall Graphics

PRE-BRACKET INSTALLATION



POST-BRACKET INSTALLATION



Note: If brackets are already installed, apply decals trim around them as cleanly as possible. Fold trimmed edges underneath bracket as best you can. Make sure all edges lay flat.

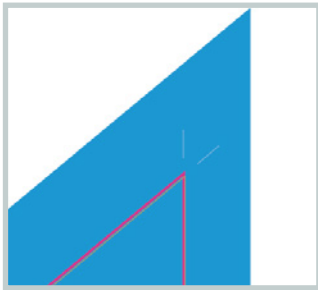
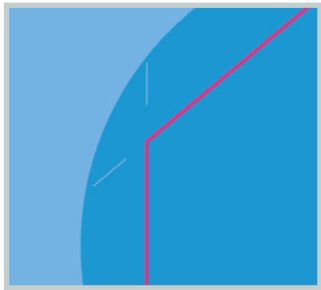


Side Panels

Where to Start...

THE VERY TOP

- Locate the trim marks at the very top corner of the side panel.
- Align with top corner of the side panel. Find trim marks and align lower top corner.
- From there, slowly remove the backing as you apply (not all at once).
- Wrap the bleed around the edge of the side panels to cover metal edge.
- Trim off excess where it meets the back and front walls.



Side panel corner



Full side panel

Note: Side panels printed with 1" bleed.
Make Sure graphics are level and centered. Trim edges to fit.

3'-1 3/4"

EST. 1971

NATIONAL FITNESS CAMPAIGN

FITNESS COURT

FITNESS COURT®

HOW IT WORKS

The Fitness Court® is a full body circuit training center comprised of 7 movement zones. Each zone offers hundreds of exercises, and trains different parts of the body through functional movement patterns. Rotate through the zones spending 45 seconds of exercise and 15 seconds rest at each zone for a 7 minute full body workout.

Download the Fitness Court® App for a library of hundreds of exercises and workouts or get started below with easy, medium and hard movements at each of the 7 zones.

7 Movements - 7 Minutes

See below for 3 exercises that can be performed in each zone, corresponding muscle groups trained, and difficulty level. These 21 moves are the basics - there are hundreds of ways to use the Fitness Court! Improve over time by trying different exercises and multiple circuits.

FITNESS COURT® ZONES	EASY	MEDIUM	HARD	TARGET MUSCLE GROUPS
1 CORE	Plank	Leg Braces	Mountain Climbers	Core
2 SQUAT	Box Squat	Box Squat	Box Squat	Quadriceps, Glutes, Hamstrings
3 PUSH	Standing Push Up	Push Up	Push Up	Chest, Triceps, Shoulders
4 LUNGE	Front Box Lunge	Jump Lunge	Side Box Lunge	Quadriceps, Glutes, Hamstrings
5 PULL	Overhead Pull	Overhead Pull	Overhead Pull	Back, Biceps, Forearms
6 AGILITY	Two Leg Box Hurdle	High Hurdle	Ladder Drill	Legs, Core, Balance
7 BEND	Overhead Bend	Back Extension	Overhead Bend	Back, Core, Balance

4'-0"

2'-5"

3'-1 3/4"

EST. 1971

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5 PULL	Overhead Pull	Overhead Pull	Overhead Pull	Back, Biceps, Forearms
6 AGILITY	Two Leg Box Hurdle	High Hurdle	Ladder Drill	Legs, Core, Balance
7 BEND	Overhead Bend	Back Extension	Overhead Bend	Back, Core, Balance

4'-0"

2'-5"

9

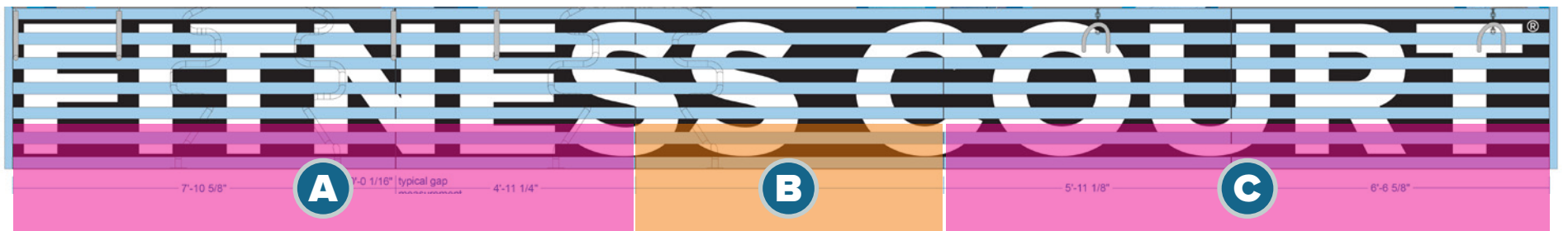
Page 868 of 1073

Footstrips

Where to Start...

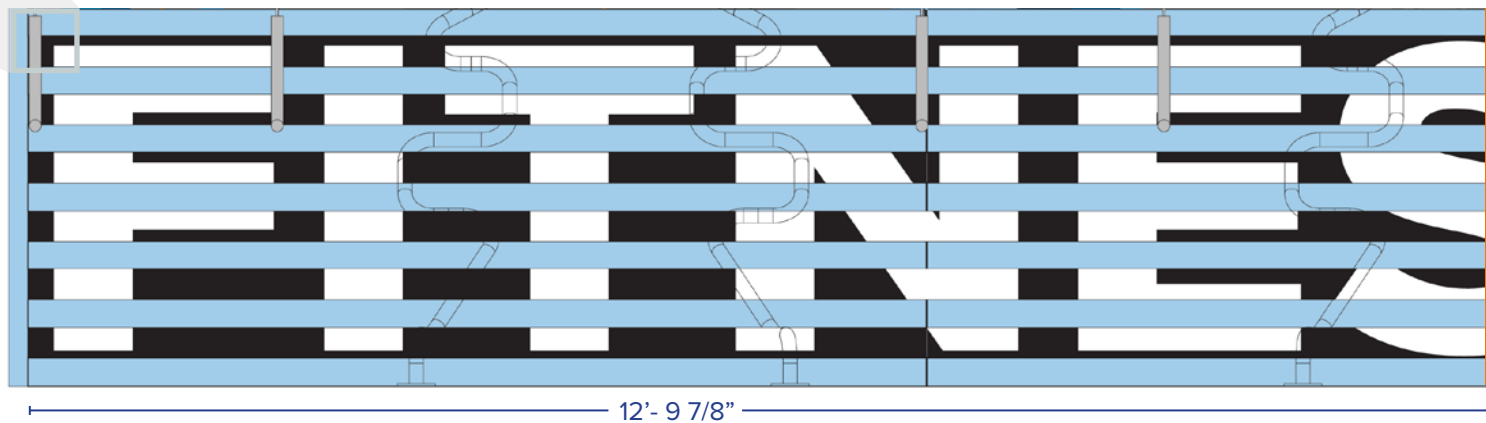
LEFT TO RIGHT *Begin in the left-most section, apply one column at a time*

- Identify Sections A-C according to diagram below.
- The vinyl decals are adhered to the inside/depressed metal panels
- Begin with Section A with tick mark in top left corner and work top to bottom, applying all of one column before moving to the next. Use previous strip to align next strip.
- Proceed with the rest of the Sections B and C, allowing 1 inch of overlap between strips if vinyl does not break at panel seam. If vinyl spans each break in the wall panel, cut at seam and wrap round break formed edge.
- Install ins using vertical lines of block letters stay aligned.
- Trim off excess



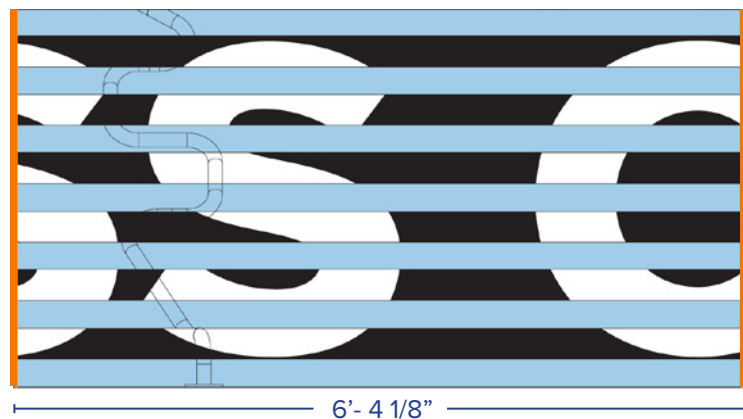
Tick mark only in top left corner of footstrip A-1.

A



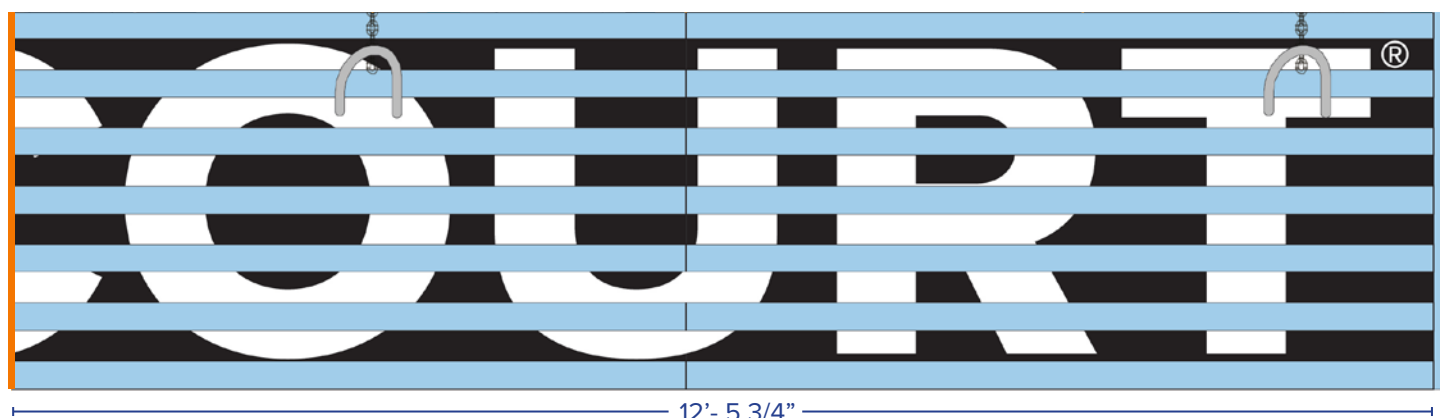
0'-2 13/16"
0'-3 3/16"
0'-3"
0'-3 1/8"
0'-2 15/16"
0'-3 3/16"
0'-3"
0'-3 1/8"
0'-2 15/16"
0'-3 3/16"
0'-3"
0'-3 1/8"
0'-3"

B



Footstrip decals

C



0'-2 13/16"
0'-3 3/16"
0'-3"
0'-3 1/8"
0'-2 15/16"
0'-3 3/16"
0'-3"
0'-3 1/8"
0'-2 15/16"
0'-3 3/16"
0'-3"
0'-3 1/8"
0'-3"

Sample Photos



Front wall seam slice



Rear wall seam slice



Footstrips application



Side Panel edge wrap



Image alignment and horizontal seam



Clean trim around brackets



Side panel and rear wall graphics

Installation Do's & Don'ts

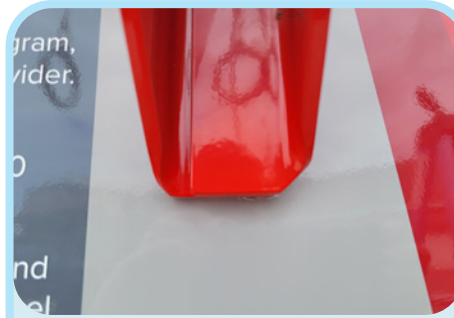
DOs



Do slice decal horizontally along the bend between the lower and upper back wall. Fold the excess into the break.



Do slice side panel at corner to wrap around the edge and fold down flush. Align the ring graphic as seen above.



Do trim vinyl around brackets as cleanly as possible if applying decals after brackets have already been installed.



Do slice decal along front and back wall panels. Fold the excess into the break.

DON'Ts



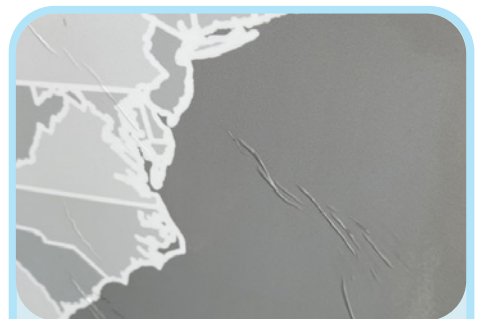
Do Not cut graphics with scissors. Use 3M knifeless tape or straight edge. Do not damage metal finish with knife. Heat seams to remove bubbles.



Do Not cut graphics at the top of the wall. Allow the front wall graphic to wrap over and continue on to the back of the wall.



Do Not allow children to climb over the top of the wall. Graphics will be damaged. Use 3M Protective Film per NFC / 3M Guidelines for added protection.



Do Not remove vinyl backing all at once when applying graphics. This will cause wrinkling, and misalignment.

Site Specific Graphic Information

NFC will provide site specific graphic layout (proof) for installers use.

Upon Completion

Once the Fitness Court graphics are fully installed, NFC requires clear photos to be taken of the Rear and Front Wall Graphics, as well as the Side Panels and Footstrips to be submitted via form provided by NFC.

Featured Artist Fitness Courts

NFC to provide further instruction and information regarding the graphic installation of Featured Artist Fitness Courts, which involved wrapping the plyo boxes and bend stations with additional NFC-provided artwork decals.

Please contact installation@nfchq.com if you have not yet received further instruction.

The NFC team is fully dedicated to assisting all partners with the design, printing, delivery, and selection of an approved installer for decal application processes in a timely manner. Should more information be needed, please contact: NFC at (415) 702-4919 or installation@nfchq.com.

Arts & Culture



MAX RUCKEN
GORDON LINDSEY



JOHN CHERRY
AL WILSON



JOHN LAMARCA
JOHN WILSON



JOHN LAMARCA
JOHN WILSON



JOHN CHERRY
AL WILSON



JOHN LAMARCA
JOHN WILSON



JOHN LAMARCA
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JOHN LAMARCA
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JOHN LAMARCA
JOHN WILSON



CITY COUNCIL AGENDA ITEM

Memo Date: December 29, 2025
Agenda Date: January 13, 2026
File ID: 2025-1295
Prepared By: Frank Mirabito
Through: Abigail Morgan, Public Works Director
Requested Action: Approval of the Fiscal Year 2026 annual street resurfacing project for \$452,197 with V.A. Paving, utilizing the Brevard County cooperative contract (B-6-23-70) for Paving Services; adoption of a Project Contingency Resolution for \$47,803; and authorization for the City Manager to execute related purchase orders up to a total project maximum budgeted amount of \$500,000.

BACKGROUND:

The Public Works Department manages an annual resurfacing program designed to systematically restore City roadways identified as being in "failing" or "poor" condition. This program is rooted in a comprehensive 2015 citywide analysis of pavement, structural integrity, and sidewalk safety. Staff maintains this data through annual field evaluations, GIS tracking, and work order history to ensure resources are directed to the areas of greatest need. While roadway segments are initially scored using an industry-standard degradation schedule, Public Works staff also performs on-site technical inspections to verify the best allocation of funds. For Fiscal Year 2026, the following segments have been prioritized for resurfacing:

Street	From	To
Hightower Ct	Westminster Dr	END
Longbow Rd	Hightower Ct	Crossbow Dr
Lance Blvd	Longbow Rd	SR 524
Crossbow Dr	Westminster Dr	END
Pike Ct	Crossbow Dr	END
E & W Malory Ct	Crossbow Dr	END
Prospect Ave	School St	Thomas Ave
Eden St	Prospect Ave	Churchill St

Churchill Cr	Eden St	W. Highland Dr
Edinburgh Dr	Eden St	Prospect Ave
Mitchell St	N. Fiske Blvd	Prospect Ave
Thomas Ave	Mitchell St	W. Highland Dr
Avon Pl	N. Fiske Blvd	Prospect Ave
Thomas Ave	Avon Pl	Bristol Dr
Bristol Dr	N. Fiske Blvd	Prospect Ave

To ensure competitive pricing and administrative efficiency, the City is utilizing a "piggyback" procurement method. This project will be awarded to V.A. Paving by leveraging the Brevard County Paving Services Contract (B-6-23-70). This cooperative contract was originally procured through a formal sealed bid process by Brevard County, allowing the City of Cocoa to benefit from established regional unit pricing.

The total requested authorization of \$500,000.00 comprises the following:

- Base Contract (V.A. Paving): \$452,197.00
- Project Contingency: \$47,803.00
- Total Not-to-Exceed Project Cost: \$500,000.00

To ensure the continued accuracy of this program, a new citywide pavement assessment has been budgeted for Fiscal Year 2026. This updated study will serve as the foundational guiding document for the Fiscal Year 2027 resurfacing schedule and beyond.

Staff recommends that City Council approve the award for the Fiscal Year 2026 annual resurfacing project to V.A. Paving in the amount of \$452,197.00, utilizing the Brevard County Paving Services Contract (B-6-23-70). Staff further recommends the adoption of a Contingency Resolution in the amount of \$47,803.00 to address any unforeseen field conditions during construction, and requests authorization for the City Manager to execute the necessary agreement and purchase orders up to the maximum project cost of \$500,000.00.

PRIORITY AREA CONNECTION:

Investment in Public Infrastructure

BUDGETARY IMPACT:

Budgeted? **Yes**

If not budgeted, is an amendment/transfer attached?

Source/Use of Funds

Account Number

Amount

001-3510-541.63-00

\$500,000 PW08SP

PREVIOUS ACTION:

On March 19, 2025 Council approved the Fiscal Year 2025 annual paving project.

RECOMMENDED MOTION:

Approval of the Fiscal Year 2026 annual street resurfacing project for \$452,197 with V.A. Paving, utilizing the Brevard County cooperative contract (B-6-23-70) for Paving Services; adoption of a Project Contingency Resolution for \$47,803; and authorization for the City Manager to execute related purchase orders up to a total project maximum budgeted amount of \$500,000.

RESOLUTION NO. 2026-007

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 ANNUAL PAVING IN AN AMOUNT NOT TO EXCEED THE TOTAL AMOUNT BUDGETED FOR THE PROJECT BY THE CITY COUNCIL INCLUSIVE OF THE CONTINGENCY AMOUNT OF \$47,803 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 January 13, 2026, the City Council authorized the City Manager to proceed with the Annual Paving, 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 annual paving project, provided the total amount of approved change orders and any additional service contracts do not cause the construction budget to exceed the total \$500,000 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 January 13, 2026.

Michael C. Blake, Mayor

ATTEST:

Monica Arsenault, CMC, City Clerk

V.A. Paving, Inc.

P.O. Box 1046 • Cocoa, Florida 32923-1046 • (321) 636-2565 • FAX: (321) 631-4541 • www.vapaving.com

December 5, 2025

Dylan Price
City of Cocoa

RE: City of Cocoa Annual Paving - 2026

The following proposal includes mobilization, labor, equipment, and material to perform operations for asphalt placement for the subject project.

Street	From	To	Milling Quantity (SY)	Milling unit cost	Asphalt Quantity (TN)	Asphalt Unit Price	Total
Hightower ct	Westminster	End	3074	\$2.50	262	\$113.22	\$37,348.64
Longbow Rd	Hightower	Crossbow	3773	\$2.50	321	\$113.22	\$45,776.12
Lance Blvd	Logbow	SR 524	3320	\$2.50	282	\$113.22	\$40,228.04
Crossbow Dr	Westminster	End	6318	\$2.50	537	\$113.22	\$76,594.14
Pike ct	Crossbow	End	819	\$2.50	69	\$113.22	\$9,859.68
E & W Malory Ct	Lance	End	3117	\$2.50	265	\$113.22	\$37,795.80
Prospect Ave	School	Thomas	3250	\$2.75	277	\$113.22	\$40,299.44
Eden st	Prospect	Churchill	1086	\$2.75	93	\$113.22	\$13,515.96
Churchill dr	Eden	Highland	3093	\$2.75	263	\$113.22	\$38,282.61
Edinburgh	Eden	Prospect	1771	\$2.75	151	\$113.22	\$21,966.47
Mitchell st	Fiske	Prospect	1120	\$2.75	95	\$113.22	\$13,835.90
Thomas Ave	Mitchell	Highland	2077	\$2.75	177	\$113.22	\$25,751.69
Avon	Fiske	Prospect	1123	\$3.00	95	\$113.22	\$14,124.90
Thomas Ave	Avon	Bristol	1792	\$3.00	152	\$113.22	\$22,585.44
Bristol	Fiske	Prospect	1121	\$3.00	96	\$113.22	\$14,232.12
							\$452,196.95

In accordance with Brevard County Paving Contract, pricing is subject to FDOT Bituminous Adjustment.

All roads shaded are to be milled 1.5" and receive 1.5" of SP 9.5 asphalt.

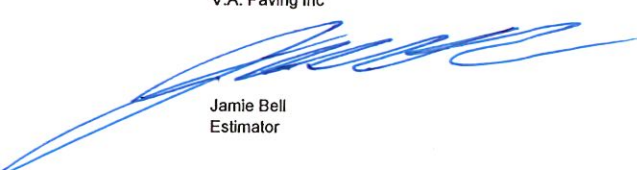
Pricing includes 1 (one) mobilization.

Pavement markings are not included.

All roads shall be ready for milling and paving operations prior to VA Paving beginning work.

Roads in shaded rows are connected, therefore their mill quantity has been combined to reduce the unit cost.

V.A. Paving Inc


Jamie Bell
Estimator



Florida's Space Coast

Purchasing Services
2725 Judge Fran Jamieson Way, Suite C303
Viera, FL 32940
Telephone (321) 617-7390
Facsimile (321) 617-7391

June 11, 2025

Ms. Debra Mallard
V.A. Paving, Inc.
2955 Lake Drive
Cocoa, FL 32926

Email: Debra.Mallard@vapaving.com

RE: B-6-23-70, Paving Services and Asphaltic Concrete

Dear Ms.Mallard:

This letter is to notify you of the intent to renew B-6-23-70, Paving Services and Asphaltic Concrete. The effective dates of this renewal will be 8/31/2025 to 8/30/2026.

If V.A Paving, Inc. is interested in renewing this bid under the same terms, prices, and conditions; please respond by checking the appropriate box below; and acknowledge the renewal of B-6-23-70, Paving Services and Asphaltic Concrete, by signing in the signature box below. If agree, a new purchase order will be issued to you to cover the renewal period.

Acceptance of this renewal offer constitutes understanding that Brevard County requires all Contractors issued a Purchase Order to be enrolled in the U.S. Department of Homeland Security's (USDHS) E-Verify program. Brevard County requires confirmation that your company is a participating employer. Brevard County will verify your company's enrollment via the USDHS website. If unable to be located, Brevard County will request confirmation that your company has recently enrolled, via the Memorandum of Understanding, submitted to our Office. Brevard County is unable to renew term agreements with any Contractor who does not participate in the E-Verify program.

☒ V.A. Paving, Inc. agree to renew subject contract through **8/30/2026**, under the terms, pricing, and conditions as outlined above.

☐ V.A. Paving, Inc. does not agree to renew this contract under the terms, pricing and conditions outlined above.

If V.A. Paving, Inc. is **not interested** in renewing this contract, please share why, so we can better consider the perspective of our business partners.

If renewing, you are required to submit your updated insurance certificates naming the Brevard County Board of County Commissioners as Certificate Holder. **The certificates of insurance are required to be returned with your acceptance of this notice.** Brevard County reserves the right to re-bid all items on this bid if all items are not received pertaining to this renewal.

Brevard County looks forward to continuing this relationship with your company. As always, if you have any questions, contact Angel Dutton at 321-617-7390. **Please email your response within five (5) business days to Angel Dutton at Angel.Dutton@brevardfl.gov.** Your timely attention to this matter is greatly appreciated.

Sincerely,

Sherry Collett

Sherry Collett, Purchasing Supervisor Date

Debra Mallard, President

Vendor Name & Title, (Typed or Print)

Vendor Signature

Date

Area Code/Telephone Number

Bid Title: Paving Services & Asphaltic Concrete

Bid No: B-6-23-70

Opening Date & Time: August 17, 2023 10:00 AM

Posting Date: August 22, 2023 Through: August 29, 2023 @ 5:00 PM

Posted By: James Norris

BID TABULATION						
CONCRETE		ASPHALTIC BID # B-6-23-70		Contractor		
DESCRIPTION		UNIT	Goodson Paving		Prefered Materials, Inc	V.A. Paving
SUPERPAVE						
SP-9.5 ROAD PAVING	VENDOR DELIVERED, VENDOR PLACED	TON	\$ 121.50		\$ 157.95	\$ 113.22
SP-9.5 PARKING LOT	VENDOR DELIVERED, VENDOR PLACED	TON	\$ 138.00		\$ 216.05	\$ 139.17
SP-9.5 BIKE PATH	VENDOR DELIVERED, VENDOR PLACED	TON	\$ 165.00		\$ 263.10	\$ 215.00
SP-12.5 ROAD PAVING	VENDOR DELIVERED, VENDOR PLACED	TON	\$ 124.75		\$ 152.10	\$ 109.45
SP-12.5 PARKING LOT	VENDOR DELIVERED, VENDOR PLACED	TON	\$ 140.00		\$ 210.15	\$ 135.17
SP-12.5 BIKE PATH	VENDOR DELIVERED, VENDOR PLACED	TON	\$ 165.00		\$ 259.75	\$ 215.00
SPEED HUMPS SP-9.5	VENDOR DELIVERED, VENDOR PLACED	TON	\$ 715.00		\$ 1,200.00	\$ 650.00
< 25 TN PATCHING SP-9.5	VENDOR DELIVERED, VENDOR PLACED	TON	\$ 550.00		\$ 1,446.00	\$ 605.00
25-50 TN PATCHING SP 9.5	VENDOR DELIVERED, VENDOR PLACED	TON	\$ 425.00		\$ 920.25	\$ 385.00
HOT ASPHALT SP-9.5	FOB	TON	NO BID		\$ 102.05	\$ 87.00
HOT ASPHALT SP-12.5	FOB	TON	NO BID		\$ 102.05	\$ 83.00

FRICTION COURSE						
FC-5 ROAD PAVING	VENDOR DELIVERED, VENDOR PLACED	TON	\$ 210.00	\$ 300.35	\$ 244.40	
FC-9.5 ROAD PAVING	VENDOR DELIVERED, VENDOR PLACED	TON	\$ 161.00	\$ 192.90	\$ 137.22	
FC-12.5 ROAD PAVING	VENDOR DELIVERED, VENDOR PLACED	TON	\$ 159.00	\$ 174.15	\$ 134.87	
< 25 TN PATCHING FC-12.5	VENDOR DELIVERED, VENDOR PLACED	TON	\$ 615.00	\$ 1,445.00	\$ 635.00	
25-50 TN PATCHING FC-12.5	VENDOR DELIVERED, VENDOR PLACED	TON	\$ 565.00	\$ 917.00	\$ 415.00	
HOT ASPHALT FC-12.5	FOB	TON	NO BID	\$ 124.00	\$ 110.00	
* The Vendor Delivered, Vendor Placed price per ton must include all associated costs. Additional hauling costs will not be allowed.						
MISCELLANEOUS						
COST FOR MILLING & CLEANUP	SY 0 - 2,500 SY	SY	\$ 7.90	\$ 6.55	\$ 5.00	
	SY 2,501 - 5,000 SY	SY	\$ 3.60	\$ 4.45	\$ 3.00	
	SY 5,001 - 15,000 SY	SY	\$ 2.70	\$ 3.10	\$ 2.75	
	SY 15,001 + SY	SY	\$ 2.45	\$ 3.10	\$ 2.50	
ARAMID FIBER	PER ATTACHED SPECIFICATIONS	TON	\$ 20.00	\$ 19.20	\$ 10.00	
TACK	FOB	GAL	\$ 10.25	\$ 23.50	\$ 15.00	
PRIME	VENDOR DELIVERED, VENDOR PLACED	SY	\$ 0.85	\$ 2.00	\$ 1.00	
PRIME AND SAND	VENDOR DELIVERED, VENDOR PLACED	SY	\$ 1.05	\$ 2.00	\$ 2.00	
ASHPALT MILLINGS	FOB	TON	NO BID	\$ 110.00	\$ 75.00	
NON-STANDARD HOURS WORK PER TON			\$ 18.00	\$ 16.50	\$ 10.00	

Intended Award: All Items will awarded to Goodson Paving, Inc. Preferred Materials, Inc and V.A. Paving

Bid tabulations with award recommendations are posted to VendorLink at www.myvendorlink.com Brevard County encourages prompt and fair handling of all complaints and disputes with the business community. Filing of any disputes and appeals shall be in accordance with procedures specified in bid documents.

Approval _____SC_____



STANDARD FORM FOR NEW PIGGYBACK CONTRACT

The **City of Cocoa**, a Florida Municipal Corporation ("City") enters this "Piggyback" Contract with V.A. Paving, Inc, 2955 Lake Dr., Cocoa, FL 32926 (hereinafter referred to as the "Vendor"), under the terms and conditions hereinafter provided. The City and the Vendor agree as follows:

The Financial Operations Manual (FOM) for the City of Cocoa allows for "piggybacking" contracts. Pursuant to this procedure, the City is allowed to piggyback an existing government contract, and there is no need to obtain formal or informal quotations, proposals or bids. The parties agree that the Vendor has entered a contract with Brevard County Purchasing Services, - FL said contract being identified as: Paving Services & Asphaltic Concrete, Contract No. B-6-23-70. (referred to as the "original government contract").

Work assigned under this contract may include, but is not limited to, the following types of projects: Paving Services & Asphaltic Concrete, (see Exhibit "A" – original contract).

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

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

The effective date of this agreement shall be the latest date mutual parties' sign by and between the City of Cocoa, FL and V.A. Paving, Inc. The term of said agreement shall be for the period effective date of the City Manager signature through 08/31/2024, with renewal options of (4) additional one-year periods.

The City of Cocoa intends to utilize said agreement for Fiscal Year 2024 and shall not exceed the budgeted amount, any change orders to this amount must be approved by City Council.

2.2 Insurance Requirements (As Applicable):

A. Liability Insurance

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

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

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

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

AUTOMOBILE LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL CONTRACTS:

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

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

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

C. ENVIRONMENTAL IMPAIRMENT INSURANCE MINIMUM REQUIREMENTS:

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

D. WORKERS' COMPENSATION INSURANCE MINIMUM REQUIREMENTS:

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

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

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

E. COMPREHENSIVE BUILDER RISK INSURANCE

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

F. DURATION OF CONTRACTS-NAMED INSURED-S-LIABILITY INSURANCE:

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

2.2. E-Verify:

The CONTRACTOR must provide proof of Employment Eligibility by completing the E-Verify Contractor Affidavit (**Exhibit B**) in accordance with Florida Statute § 448.95; via E-Verify (<https://www.e-verify.gov>), which is an internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees. This must be completed prior to the CITY issuing any Purchase Orders or requesting services.

2.3. Address change for the City of Cocoa:

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

2.4. Venue:

Notwithstanding anything in Exhibit "A" to the contrary, the venue of any dispute will be in Brevard County, Florida. Litigation between the parties arising out of this contract must be in Brevard County, Florida in the Court of appropriate jurisdiction. The law of Florida will control any dispute between the parties arising out of or related to this Piggyback Contract, the performance thereof or any products or services delivered pursuant to such contract.

2.5. Dispute Resolution:

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

2.6. Notice:

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

For Vendor	For City
V.A. Paving Inc. Attn: Debra Mallard, President 2955 Lake Dr. Cocoa, FL 32926 Phone: 321-636-2565 Email: debra.mallard@vapaving.com	City of Cocoa Attn: Stockton Whitten, City Manager 65 Stone Street Cocoa, FL 32922

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

V.A. Paving Inc.

Entered this 28 day of Sept.

Debra Mallard, President

(Print Name / Title)

(Signature)

September 28, 2023

(Date)

City Council Approval Required

☐ Yes (Approved by Mayor)

☒ No (Approved by City Manager)

CITY OF COCOA

By: Stockton Whitten

Date: 10/3/2023

(Stockton Whitten, City Manager)

City Manager (For purchases up to the limit of the City Manager's purchase order authority, this signature alone as attested will be sufficient).

By: N/A

Date: _____

(Michael C. Blake, Mayor)

Mayor (For purchases exceeding City Manager's purchase order authority).



Attested By: City Clerk



Finance Department
Purchasing Division
65 Stone Street | Cocoa, FL 32922
Phone: (321) 433-8775 | Fax: (321) 433-8860

City of Cocoa
AMENDMENT TO PURCHASE AGREEMENT
1st AMENDMENT
VA Paving, Inc.
Piggyback Agreement No. B-6-23-70
Paving Services and Asphaltic Concrete

This First Amendment is to confirm receipt and acknowledgement of the agreed upon Annual Renewal made effective August 31, 2024, by and between Brevard County Purchasing Services and VA Paving, Inc. This Amendment also confirms receipt and acknowledgment the CONTRACTOR shall continue to provide Paving Services and Asphaltic Concrete as agreed upon under Piggyback Agreement B-6-23-70, made effective October 3, 2023, by and between the City of Cocoa and VA Paving, Inc. This renewal shall correspond with the renewal issued by Brevard County Purchasing Services and expire on August 30, 2025.

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

VA PAVING, INC

CITY OF COCOA

By: Debra Mallard
(Print Name)

By: Stockton Whitten
(Print Name)

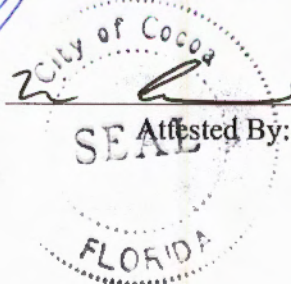
President
(Title)

City Manager
(Title)

Signature / Date

Signature / Date

CC: Monica Arsenault, City Clerk
Brian Dale, Purchasing Manager
Abigail Morgan, Public Works Director



Attested By: City Clerk



Finance Department Purchasing Division

65 Stone Street • Cocoa, FL 32922

PHONE: (321) 433-8775

FAX: (321) 433-8860

www.CocoaFL.gov

City of Cocoa
AMENDMENT TO PURCHASE AGREEMENT
2nd AMENDMENT
VA Paving, Inc
Piggyback Agreement No. B-6-23-70
Paving Services and Asphaltic Concrete

This Second Amendment is to confirm receipt and acknowledgement of the agreed upon Annual Renewal made effective August 31, 2025, by and between Brevard County Purchasing Services and VA Paving, Inc. This Amendment also confirms receipt and acknowledgment the CONTRACTOR shall continue to provide Paving Services and Asphaltic Concrete as agreed upon under Piggyback Agreement B-6-23-70, made effective October 3, 2023, by and between the City of Cocoa and VA Paving, Inc. This renewal shall correspond with the renewal issued by Brevard County Purchasing Services and expires on August 30, 2026.

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

VA PAVING, INC

CITY OF COCOA

Debra Mallard

Print Name

Stockton Whitten

Print Name

President

Title

City Manager

Title

Signature / Date

9/16/2025

Signature / Date

9/16/2025

CC: Monica Arsenault, City Clerk
Brian Dale, Purchasing Manager
Frank Mirabito, Streets & Storms Manager

Attested By: City Clerk

SEAL

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CITY COUNCIL AGENDA ITEM

Memo Date: January 7, 2026
Agenda Date: January 13, 2026
File ID: 2026-21
Prepared By: Monica Arsenault, City Clerk
Through: Stockton Whitten, City Manager
Requested Action: Approve the 2026 City Council meeting date additions and cancellations.

BACKGROUND:

At the beginning of each calendar year, City Council meeting dates and other various workshops, cancellations, etc. are looked into so that these items can be placed on calendars and information is disseminated in time for staff and the community to plan for such events.

Section 2-51(c), of the City Code states the procedures for setting and canceling Council meetings. The regular City Council meetings shall be held every second and fourth Tuesday of each month. Changes to the meeting schedule may be made by majority vote. Special Meetings may be called by the Mayor or the City Manager from time-to-time as may be required.

Below is a list of meetings that are either being requested to cancel or to be added to the calendar for 2026:

- Cancel the City Council meeting on Tuesday, January 27, 2026. Mayor Blake, Councilmember Weeks and Councilmember Koss will be attending the FLC Legislative Action Days in Tallahassee.
- Schedule Council Priorities Workshop on Tuesday, February 17, 2026.
- Cancel the Tuesday, June 23, 2026 City Council meeting as well as any Board Meetings for the month of June to give staff the opportunity to have a bit of a summer break without any meetings. Some boards may still need to meet on a case-by-case basis.
- Schedule a Special Meeting in July 2026 for Stantec Revenue Sufficiency Reports/Utilities/Stormwater Rates. This date is to be determined.
- Schedule a State of the City Meeting in lieu of individual Town Hall meetings on Tuesday, October 20, 2026. All four districts will be highlighted at this meeting.
- Schedule a Special City Council Meeting/Swearing-In Ceremony on Thursday, November 19 at 10am. This meeting will include pertinent end-of-year budget items only.
- Cancel the November 24, 2026 City Council meeting due to the Thanksgiving holiday.
- Cancel the December 22, 2026 City Council meeting due to the Christmas

holiday.

PRIORITY AREA CONNECTION:

Organizational Effectiveness

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

Additions and cancellations are done on an annual basis.

RECOMMENDED MOTION:

Approve the 2026 City Council meeting date additions and cancellations.

CITY COUNCIL AGENDA ITEM

Memo Date: December 22, 2025
Agenda Date: January 13, 2026
File ID: 2025-1281
Prepared By: Charlene Neuterman, Community Services Director
Through: Stockton Whitten, City Manager
Requested Action: Approve a Resolution accepting the Final Vulnerability Assessment in compliance with the Florida Department of Environmental Protection (FDEP) Grant Workplan #24PLN48; providing for implementation; providing for an effective date.

BACKGROUND:

To better understand the City of Cocoa's flood vulnerabilities, the City applied for and was awarded a Resilient Florida Planning Grant in 2024, to develop the City of Cocoa's Vulnerability Assessment Plan. The data collected during the assessment would serve as the basis for development of a future adaptation plan. The State of Florida has established a goal to have all counties and municipalities complete a vulnerability assessment consistent with Florida Statute requirements by the year 2026.

Upon award, the City contracted with EXP Services, Inc., a consultant with expertise in research, mapping, and assessments for similar grants throughout the State. As part of the process, several stakeholder and public outreach meetings were hosted to solicit feedback from the public and internal City stakeholders. The feedback obtained during these meetings were incorporated into the Final Vulnerability Assessment. At the July 22, 2025, Council meeting, the consultants presented the Draft Vulnerability Assessment and explained specific data related to the process.

This report presents a comprehensive vulnerability assessment to evaluate the potential impacts of sea level rise on Cocoa's critical assets and operations through 2070. The assessment addresses several key questions:

- Which areas of Cocoa are most vulnerable to sea level rise?
- What sea level rise scenarios pose critical risks that could lead to widespread flooding, impacting City operations?
- How does sea level rise threaten the City's critical assets?
- What steps can be taken to enhance Cocoa's resilience to sea level rise?

The findings of this Vulnerability Assessment include an exposure and sensitivity analysis that identifies flood risks to the City's infrastructure. A set of potential adaptation strategies is also provided, aimed at guiding future resilience efforts. This report offers planning and design recommendations to integrate sea level rise considerations into the City's capital planning processes. By proactively preparing for future sea levels, Cocoa can safeguard its built environment, bolster its resilience to future flood events, and maintain its role as a key economic hub in the region.

Understanding Cocoa's potential vulnerabilities is a crucial first step in developing effective adaptation strategies. These strategies will ensure the protection of vital infrastructure, the continuity of City operations, and long-term resilience, ensuring that Cocoa remains a thriving and sustainable community for generations to come.

Based on the findings of the vulnerability assessment, the following steps are recommended:

- Prioritize adaptation strategies that address the most at-risk areas, focusing on critical infrastructure and high-priority assets.
- Incorporate sea level rise into capital planning to ensure that future investments align with resilience goals and flood mitigation strategies.
- Develop a comprehensive flood resilience plan that includes flood control measures, community outreach, and policy adjustments to safeguard Cocoa's future.

Staff requests approval of Resolution 2026-XXX, accepting the Final Vulnerability Assessment in compliance with the Florida Department of Environmental Protection (FDEP) Grant Workplan #24PLN48; and providing for an effective date.

PRIORITY AREA CONNECTION:

Community Outreach and Engagement

BUDGETARY IMPACT:

Budgeted? N/A

PREVIOUS ACTION:

July 22, 2025 - Presentation by EXP Services, Inc. on the Draft Vulnerability Assessment Plan and key factors from the research.

RECOMMENDED MOTION:

Approve a Resolution accepting the Final Vulnerability Assessment in compliance with the Florida Department of Environmental Protection (FDEP) Grant Workplan #24PLN48; providing for implementation; providing for an effective date.

City of Cocoa, FL

Sea Level Rise Vulnerability Assessment



Prepared by:



www.exp.com

August 2025



"This work was funded in part through a grant agreement from the Florida Department of Environmental Protection's Office of Resilience and Coastal Protection Resilient Florida Program. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies."

PUBLISHED - TBD

City of Cocoa

Sea Level Rise Vulnerability Assessment

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Appendix

Appendix A: Public Outreach Meeting Presentation Materials

List of Abbreviations

CCSM	-	Community Climate System Model
cfs	-	cubic feet per second
CN	-	curve number
COAPS	-	Center for Ocean-Atmospheric Prediction Studies
DEM	-	Digital Elevation Model
DNR	-	Department of Natural Resources

EPA	-	Environmental Protection Agency
FDEP	-	Florida Department of Environmental Protection
FDEM	-	Florida Department of Emergency Management
FDOT	-	Florida Department of Transportation
FLUCCS	-	Florida Land Cover and Classification System
ft	-	feet
gpm	-	gallons per minute
in	-	inches
I/I	-	infiltration/inflow
LF	-	linear feet
LS	-	lift station
LiDAR	-	light detection and ranging
MH	-	manhole
NAVD88	-	North American Vertical Datum of 1988
NOAA	-	National Oceanic and Atmospheric Administration
NRC3	-	National Research Council Curve 3
NRCS	-	Natural Resources Conservation Service
NWS	-	National Weather Service
ORCP	-	Office of Resilience and Coastal Protection
PS	-	pumping station
RFG	-	Resilient Florida Grant
RMSE	-	root-mean-square error
SEFRCCC	-	Southeast Florida Regional Climate Change Compact
SFWMD	-	South Florida Water Management District
SLOSH	-	Sea, Lake and Overland Surges from Hurricanes
SLR	-	Sea Level Rise
Tc	-	time of concentration
USACE	-	United States Army Corps of Engineers
USGS	-	United States Geological Survey
WIFIA	-	Water Infrastructure Finance and Innovation Act
WWTP	-	wastewater treatment plant

EXECUTIVE SUMMARY

This report presents a comprehensive vulnerability assessment to evaluate the potential impacts of sea level rise on Cocoa's critical assets and operations through 2070. The assessment addresses several key questions:

- Which areas of Cocoa are most vulnerable to sea level rise?
- What sea level rise scenarios pose critical risks that could lead to widespread flooding, impacting City operations?
- How does sea level rise threaten the City's critical assets?
- What steps can be taken to enhance Cocoa's resilience to sea level rise?

The findings of this Vulnerability Assessment include an exposure and sensitivity analyses that identifies flood risks to the City's infrastructure. A set of potential adaptation strategies is also provided, aimed at guiding future resilience efforts. This report offers planning and design recommendations to integrate sea level rise considerations into the City's capital planning processes. By proactively preparing for future sea levels, Cocoa can safeguard its built environment, bolster its resilience to future flood events, and maintain its role as a key economic hub in the region.

Understanding Cocoa's potential vulnerabilities is a crucial first step in developing effective adaptation strategies. These strategies will ensure the protection of vital infrastructure, the continuity of City operations, and long-term resilience, ensuring that Cocoa remains a thriving and sustainable community for generations to come.

Key Considerations

- Projected increase in flood days by 2070
- Percentage of tree canopy cover and its role in mitigating flood risk
- Proportion of the City within storm surge zones, with expected growth due to sea level rise
- Projected impacts of sea level rise on key sectors such as public infrastructure, economic assets, and community well-being

Goals

The City of Cocoa must prepare for potential future flooding by developing a comprehensive plan to increase its resilience. This report outlines several key goals:

- Support the City in identifying current and future risk to rising sea levels and flooding.
- Help the City prioritize investments into resilience to reduce said risk.
- Lay the foundation for comprehensive adaptation planning.
- Align planning efforts with Resilient Florida (s. 380.093(5), F.S.) and federal funding programs to support future implementation of risk reduction capital projects.

Overview of Methods

The vulnerability assessment employs a multi-step methodology that combines advanced flood modeling, inventory of critical assets, and community insights to identify the areas most at risk

from flooding. The assessment follows guidelines set forth in Florida Statute 380.093 and integrates a variety of data sources to ensure a comprehensive understanding of flood risks.

The process includes:

1. **Data Collection:** Key datasets include land surface elevations, flood scenarios (rainfall, sea level rise, storm surge), and a detailed inventory of critical assets. Community input, as well as expertise from the County, plays a vital role in updating asset information and identifying priority areas.
2. **Exposure Analysis:** This step models the extent and depth of flooding for various flood scenarios, providing a clear picture of potential risks across different flood conditions.
3. **Sensitivity Analysis:** This analysis considers the vulnerability of specific areas and assets, combining flood depths with social, demographic, and economic factors to determine the severity of impacts.
4. **Vulnerability Assessment:** This final analysis synthesizes all data and insights, offering a comprehensive overview of how flood risks were quantified and identifying critical areas for action and adaptation.

Vision for Flood Resilience in Cocoa

The City of Cocoa's vision for flood resilience emphasizes the integration of past improvements with ongoing efforts to enhance preparedness for future flood and sea level rise risks. This approach will not only protect the City's critical infrastructure, but also ensure the safety, sustainability, and economic vitality of Cocoa in the face of a changing climate.

Recognizing past successes in flood risk management is essential, but it is equally important to identify and prioritize areas for further improvement. By doing so, Cocoa will establish itself as a leader in climate resilience, positioning the City for long-term success and sustainability for future environmental challenges.

Overview of Recommendations and Next Steps

Based on the findings of the vulnerability assessment, the following steps are recommended:

- Prioritize adaptation strategies that address the most at-risk areas, focusing on critical infrastructure and high-priority assets.
- Incorporate sea level rise into capital planning to ensure that future investments align with resilience goals and flood mitigation strategies.
- Develop a comprehensive flood resilience plan that includes flood control measures, community outreach, and policy adjustments to safeguard Cocoa's future.

1. PROJECT BACKGROUND AND PURPOSE

1.1 Project Scope

The City of Cocoa has been awarded funding through the Resilient Florida Grant Program (RFGP) to conduct a Comprehensive Vulnerability Assessment, specifically focusing on the impacts of Sea Level Rise (SLR). This grant is administered by the Florida Department of Environmental Protection (FDEP)'s Office of Resilience and Coastal Protection (ORCP). As part of the program, this project follows a standardized set of tasks to evaluate potential vulnerabilities and risks posed by sea level rise.

On April 24, 2024, the City contracted EXP U.S. Services, Inc. (EXP) to conduct the necessary analysis for this Comprehensive Vulnerability Assessment. This assessment will identify vulnerable infrastructure throughout the City and support Cocoa in qualifying for future resilience-focused grant funding and financial assistance.

The completed assessment provides a critical foundation for enhancing the City's resilience against sea level rise and other climate-related threats, while ensuring that Cocoa is eligible for future funding opportunities dedicated to strengthening the community's resilience and sustainability.

Figure 1- Project Approach Pathway for Cocoa



1.2 City Background

Located along Florida's east coast, the City of Cocoa encompasses more than 15 square miles. The City is bordered to the north by Cidco Road, to the south by Rosa L. Jones Drive, to the west by the intersection of State Road 524 and State Road 520, and to the east by the Indian River Lagoon. US-1 runs north-south through the City, while the Martin Andersen Beachline Expressway and Hubert Humphrey Bridge link Cocoa to the barrier islands. Three miles west of Cocoa's boundaries,

Interstate 95 provides an essential north-south transportation corridor connecting the region to the rest of Florida.

Cocoa is strategically located in proximity to key federal assets, including NASA's Kennedy Space Center, Patrick Air Force Base, and Cape Canaveral Air Station, making it a central hub for both space exploration and national defense.

The City of Cocoa has a population of 19,930 residents (U.S. Census Bureau, 2023). The median household income is \$53,900, with approximately 9.3% of the population living below the poverty line. This economic indicator sheds light on the financial challenges faced by some residents, which could impact their ability to recover from extreme hazard events. Additionally, 18.8% of the population lacks health insurance, and 22.1% of residents are aged 65 or older, a demographic that is particularly vulnerable during extreme weather events and disasters.

The National Overall Social Vulnerability Index (SVI) for Cocoa in 2022 was 0.2185, which indicates a low level of vulnerability relative to other communities across the nation. This index evaluates factors such as socioeconomic status, housing conditions, ethnicity, and education levels. Maintaining a low SVI is crucial for Cocoa's long-term resilience and preparedness against natural disasters.

This vulnerability assessment builds upon previous efforts, such as the 2020 Resilient Cocoa Study, which was completed by the East Central Florida Regional Planning Council. Prior studies have highlighted the increasing risk of storm surge, wave run-up, and sea level rise in the area. This assessment will quantify these risks in greater detail, pinpointing specific assets at risk and forecasting the potential timing of hazards as sea levels rise over the coming decades.

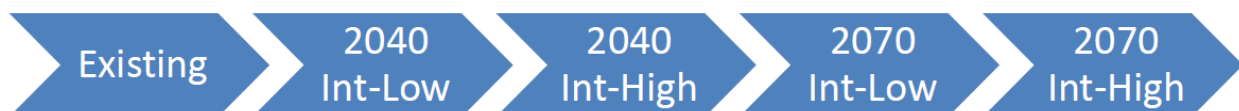
1.3 Planning Horizon

The vulnerability assessment considers three distinct planning periods to capture both current and future conditions. The planning horizons include:

- 2025 – Representing present-day conditions.
- 2040 – A mid-term scenario assessing changes over the next two decades.
- 2070 – A long-term scenario assessing the City's future vulnerabilities as sea levels continue to rise.

These timeframes were chosen in alignment with the criteria outlined in the Florida Administrative Code, Title XXVII Chapter 30, Section 380.93, which governs the Resilient Florida Grant Program.

Figure 2 - Scenario Timeframes



1.4 Public Outreach

Engaging the community in the vulnerability assessment process is a vital component of ensuring that resilience strategies reflect the needs and concerns of Cocoa residents. To that end, the City conducted a series of three public outreach meetings designed to engage a broad cross-section of the community. The meetings were strategically held in locations across the City to ensure accessibility, particularly for waterfront areas, district neighborhoods, and regions with low-income populations or limited transportation access.



Figure 3 – Second Public Workshop Presentation

The public outreach sessions were held on the following dates and locations:

- October 3, 2024, at Cocoa Civic Center 430 Delannoy St. Cocoa, FL 32922
- October 17, 2024, at Brevard Museum of History & Natural Science 2201 Michigan Ave Cocoa, FL, 32922
- November 21, 2024, at Leon & Jewel Collins Museum 307 Blake Avenue, Cocoa, FL 32922

This outreach focused on three key areas:

1. **Waterfront Areas:** Understanding the risks faced by residents and businesses located along the City's coastlines.
2. **District Areas:** Gathering input from various City neighborhoods to better understand local vulnerabilities.
3. **Low-Income and Transportation-Limited Regions:** Engaging residents who may be disproportionately impacted by future flooding and sea level rise, ensuring that their voices are heard in the planning process.

During the three community workshops, residents shared feedback expressing concerns about flooding within the City of Cocoa. Participants noted changes in drainage patterns and highlighted challenges related to stormwater management in certain areas. There was a general concern that flooding has become more frequent or severe in locations that previously did not experience such issues. Residents also raised notice



Figure 4 - Identifying Flood Risks at Public Workshop

about the effectiveness of existing infrastructure and regulations in addressing current and future stormwater impacts.

When considering which places are most important to protect from flooding, residents emphasized the need to protect everywhere, particularly residential housing and apartments. Collaboration between the city and county is crucial for comprehensive protection. Key areas to protect include wastewater plants, pump stations, historic sites, the SR24 Corridor, and areas along SR524. Responsible and reasonable building practices are essential, and areas along the river and Range Road are particularly vulnerable.



Figure 5 - Group Discussions at Public Workshop

Regarding acceptable levels of flooding, opinions vary. Some residents believe that if houses are built up, water can fill the yard without issue. Others are willing to accept minimal flooding that absorbs into the ground within a day, with no interior flooding. Many residents prefer no flooding at all, emphasizing the need for smart development and proper stormwater relocation. Some are willing to accept minimal flooding in roadways, while others expect no flooding as acceptable.

The most important assets to protect from flooding include infrastructure, ditches, homes, downtown areas, and all critical infrastructure. Transportation, utilities, and emergency facilities are also crucial. Residents believe that all assets are important and should be protected from flooding.

Preferred solutions for flood management include a mix of natural and traditional methods, with a preference for natural-based solutions that develop in harmony with the environment. Green stormwater mitigations and a combination of both natural and soft infrastructures are favored.

Residents emphasize the need for the best solution for specified areas and floodplain protection. Desired outcomes from the implementation of a Vulnerability Assessment for Cocoa include the identification of flood-prone areas and resolutions, better planning, and building with nature rather than against it. Enhancements in storm protection, improvements to city planning, and comprehensive plans that include restoration projects and better accommodation for sea level rise and rainfall are essential. Residents also seek less dense



Figure 6 - Conversing with Local Residents at Public Workshop

development, infrastructure improvements, and floodplain protection.

Investing in flood protection is considered very important by most residents. They emphasize the need to monitor water runoff with all the construction happening. Proper regulations and monitoring via impact fees are necessary. Protecting the natural floodplain is crucial to reduce the need for stormwater parks. The most important assets to protect are the people of the city.



Figure 7 - Third Public Workshop Presentation

Community members have expressed concerns about potential flooding and infrastructure strain in areas experiencing or anticipating new development. In particular, there is heightened awareness around how recent growth may be affecting stormwater patterns and contributing to localized flooding. It's important to note that agencies such as the St. Johns River Water Management District (SJRWMD) are responsible for reviewing and permitting proposed developments. As part of this process, applicants are required to demonstrate that their projects will not increase flood stages within the surrounding watershed, helping to ensure that new development does not negatively impact existing conditions.

The notes taken from the workshops emphasize intense flooding near conservation areas, residential neighborhoods northwest of the city, and new developments. State roads like 520 and 501 do not flood. Historic buildings east of US1 experience flooding, and there is a need to preserve and maintain wetlands and natural resources. Coordination with St. Johns River Water Management District (SJRWMD), review of existing Land Development Codes (LDC), and smart growth are essential. There has been a focus on historic areas of the City where improved retention and utilities are benefiting the area. The City performs scheduled maintenance of all retention and utilities. Development coordination with Brevard County and potential federal funding for improvements are necessary.

2. DATA ACQUISITION

2.1 Acquiring Background Data

The assessment involved acquiring background data from various sources. The analysis team reviewed the Florida Statewide Resilience Dataset, which includes a comprehensive list of critical assets¹. These assets, defined in accordance with Subsection 380.093, Florida Statutes, and listed in Appendix A, are used to assess vulnerability to sea level rise, high tide flooding, storm surge, and rainfall events.

- Affordable Public Housing
- Airports
- Bridges
- Bus Terminals
- Colleges and Universities
- Communications Facilities
- Community Centers
- Conservation Lands
- Correctional Facilities
- Disaster Debris Management Sites
- Disaster Recovery Centers
- Drinking Water Facilities
- Electric Production and Supply Facilities
- Emergency Medical Service Facilities
- Emergency Operation Centers
- Fire Stations
- Health Care Facilities
- Historical and Cultural Assets
- Hospitals
- Law Enforcement Facilities
- Local Government Facilities
- Logistical Staging Areas
- Major Roadways
- Military Installations
- Parks
- Ports
- Rail Facilities
- Railroad Bridges
- Risk Shelter Inventory
- Schools
- Shorelines
- Solid and Hazardous Waste Facilities
- State Government Facilities
- Stormwater Treatment Facilities and Pump Stations
- Surface Waters
- Wastewater Treatment Facilities and Lift Stations
- Water Utility Conveyance Systems
- Wetlands

¹ [Comprehensive Statewide Flood Vulnerability and Sea Level Rise Datasets, developed by FDEP in accordance with s. 380.093\(4\)\)](#)

2.2 City Census Data

The City Census Data, based on the U.S. Census Bureau (2023 estimates and 2018-2022 data), provides demographic and economic quick facts for the City of Cocoa. Key statistics are displayed in Table 1.

Table 1- Cocoa Census Quick Facts

Description	Value
Population	
Population estimates, July 1, 2023	19,930 persons
Population, Census, April 1, 2020	19,041 persons
Age & Sex	
Persons under 5 years, percent	5.00%
Persons under 18 years, percent	18.10%
Persons 65 years and over, percent	22.10%
Male persons, percent	47.30%
Female persons, percent	52.70%
Race & Origin	
White alone, percent	56.70%
Black or African American alone, percent	28.20%
American Indian and Alaska Native alone, percent	0.30%
Asian alone, percent	1.90%
Native Hawaiian and Other Pacific Islander alone, percent	0.10%
Two or More Races, percent	11.10%
Hispanic or Latino, percent	16.20%
White alone, not Hispanic or Latino, percent	48.60%
Population Characteristics	
Veterans, 2018-2022	9.41%
American-born persons, 2018-2022	92.00%
Foreign-born persons, percent, 2018-2022	8.00%
Housing	
Owner-occupied housing unit rate, 2018-2022	65.00%
Median value of owner-occupied housing units, 2018-2022	\$182,700
Median selected monthly owner costs -with a mortgage, 2018-2022	\$1,221
Median selected monthly owner costs -without a mortgage, 2018-2022	\$430
Median gross rent, 2018-2022	\$1,044
Families & Living Arrangements	
Households, 2018-2022	7,925 households
Persons per household, 2018-2022	2.4 persons
Living in same house 1 year ago, percent of persons age 1 year+, 2018-2022	88.50%
Language other than English spoken at home, percent of persons age 5 years+, 2018-2022	13.50%

Computer & Internet Use	
Households with a computer, percent, 2018-2022	94.00%
Households with a broadband Internet subscription, percent, 2018-2022	87.70%
Education	
High school graduate or higher, percent of persons age 25 years+, 2018-2022	86.20%
Bachelor's degree or higher, percent of persons age 25 years+, 2018-2022	23.40%
Health	
With a disability, under age 65 years, percent, 2018-2022	12.70%
Persons without health insurance, under age 65 years, percent, 2018-2022	18.80%
Economy	
In civilian labor force, total, percent of population age 16 years+, 2018-2022	60.20%
In civilian labor force, female, percent of population age 16 years+, 2018-2022	57.40%
In civilian labor force, male, percent of population age 16 years+, 2018-2022	42.6%
Total accommodation and food services sales, 2017 (\$1,000)	\$36,944
Total transportation and warehousing receipts/revenue, 2017 (\$1,000)	\$96,023
Total retail sales, 2017 (\$1,000)	\$591,465
Total retail sales per capita, 2017	\$31,895
Transportation	
Mean travel time to work (minutes), workers age 16 years+, 2018-2022	27.1 minutes
Income and Poverty	
Median household income (in 2022 dollars), 2018-2022	\$53,900
Per capita income in past 12 months (in 2022 dollars), 2018-2022	\$35,372
Persons in poverty, percent, 2018-2022	9.30%
Businesses	
All employer firms, Reference year 2017	495 firms
Minority-owned employer firms, Reference year 2017	71 firms
Veteran-owned employer firms, Reference year 2017	41 firms
Geography	
Population per square mile, 2020	1414.7 persons/sq mile
Population per square mile, 2010	1287 persons/sq mile
Land area in square miles, 2020	13.46 sq miles
Land area in square miles, 2010	13.32 sq miles
FIPS Code	1213150

Source: United States Census Bureau, <https://www.census.gov/quickfacts/fact/table/cocoacityflorida/PST045223>

2.3 Historical and Current Flooding Areas

The City of Cocoa has experienced localized flooding in certain areas during periods of heavy rainfall, particularly in low-lying neighborhoods. However, the City has a Stormwater Management Plan in place and continues to implement improvements to address these challenges. Ongoing maintenance and infrastructure upgrades are part of the City's efforts to reduce flood risk and improve drainage. Areas such as Cocoa Village and Diamond Square have been identified for

continued monitoring and investment, especially in response to high-intensity, short-duration storms that can exceed the capacity existing systems.

Assessment of Infrastructure Capacity

In some areas, the existing stormwater drainage system is insufficient to cope with the intensity of rainfall during heavy storms. There are concerns that the current drainage pipes are not adequately sized to handle peak water flows, as indicated by the fact that it can take up to 30 minutes for streets to drain effectively during intense rainstorms.

To address these concerns, Cocoa is performing upgrades and enhancements to the existing drainage infrastructure. These improvements will focus on expanding pipe sizes, improving the stormwater retention capacity, and ensuring that water flow is managed more efficiently during peak events to mitigate flood risks in the future. The City has a Stormwater Master Plan for project management.

Stormwater Management Studies and Improvements

In January 2012, a Stormwater Management Study was conducted within the Diamond Square Redevelopment Area (Census Tract 626.4), following flooding issues during Tropical Storm Fay in 2008. The study included topographic mapping, an evaluation of existing conditions, and recommendations for alternative solutions. This area drains northward through Avocado Ditch and Bracco Pond, which have historically been subject to flooding.

In response to these issues, the Florida Department of Transportation (FDOT) implemented improvements along US-1, reducing the drainage basin by approximately 30 acres. Runoff from US-1 and surrounding areas is now directed to a new stormwater pond in the nearby City of Rockledge, with existing elevations in the area range between approximately 18.4 and 23.5 (NGVD) above sea level, helps manage excess water during rainfall events. As part of these improvements, 2,606 linear feet of drainage piping was either replaced or upgraded to larger pipes, and a retention pond was constructed to improve stormwater retention in this area.

2.4 Loans and Annual Funding for Resilience

In addition to the stormwater management improvements, the City of Cocoa is actively exploring measures beyond existing infrastructure upgrades to further mitigate flooding risks. These efforts include securing funding through programs such as the Hazard Mitigation Grant Program (HMGP), which supports cities in reducing the impacts of natural hazards through long-term mitigation projects.

Cocoa has already implemented systemic mitigation strategies to reduce vulnerabilities to various hazards, including wind and flooding. These measures have included retrofitting homes to withstand extreme weather events, such as hurricanes. In particular, the City has undertaken efforts to replace roofs, install storm shutters, and reinforce doors and windows to improve resilience against windborne debris and other hurricane-related threats.

As part of its resilience efforts, the City of Cocoa has been awarded two grants totaling \$408,000 from the Florida Division of Emergency Management. These funds have been used to retrofit 18 single-family homes with wind mitigation devices, providing vital protection for vulnerable residents.

Additionally, the City of Cocoa replaced its aging City Hall in 2009 with a new facility built to withstand 145 mph winds, and a new Utilities Administration Building was constructed in 2012 with similar wind-resilience standards. The Public Works Administration building was also upgraded in 2010 with impact-rated doors and windows to improve its resistance to extreme weather.

Cocoa has successfully secured multiple grants to enhance its overall resilience. Notable examples include:

- Florida Department of Environmental Protection: Community-Based Resiliency Grant
- Florida Department of Economic Opportunity: Community Planning and Technical Assistance Grant
- Department of Commerce EDA: Business Disaster Preparedness and Recovery Planning Grant

In 2023, the City received \$4.1 million in grant funding from FEMA's Hazard Mitigation Grant Program (HMGP) for the Fiske Boulevard Roadway and Broadmoor Acres Drainage Improvements Project which included watermain upgrades, stormwater infrastructure installation, and roadway reconstruction. This important community drainage project supports the installation of over 12,000 linear feet of roadside swales to improve drainage and street runoff. The project added more than 5,000 cubic feet of water storage and over 2,000 linear feet of drainage pipe along Fiske Boulevard, helping reduce flooding by capturing and conveying stormwater through the corridor, including the Broadmoor Acres community.

These grants are critical in advancing Cocoa's long-term sustainability and improving resilience to future environmental and weather-related challenges.

2.5 Planning and Policy Efforts

The City of Cocoa has made significant strides in addressing flood risks through updated policies and regulations aimed at promoting resilience. In 2014, the City updated its Floodplain Ordinance to align with FEMA regulations, ensuring that all new development and redevelopment projects meet modern floodplain management standards. The City's Building Official serves as the Floodplain Administrator, overseeing the implementation of these standards.

Cocoa participates in the FIRM (Flood Insurance Rate Map) program, which helps assess flood risk and inform floodplain management decisions. Every proposed development project is reviewed for consistency with the City's Comprehensive Plan, Land Development Regulations, and the most recent Florida Building Code and Fire Prevention Code.

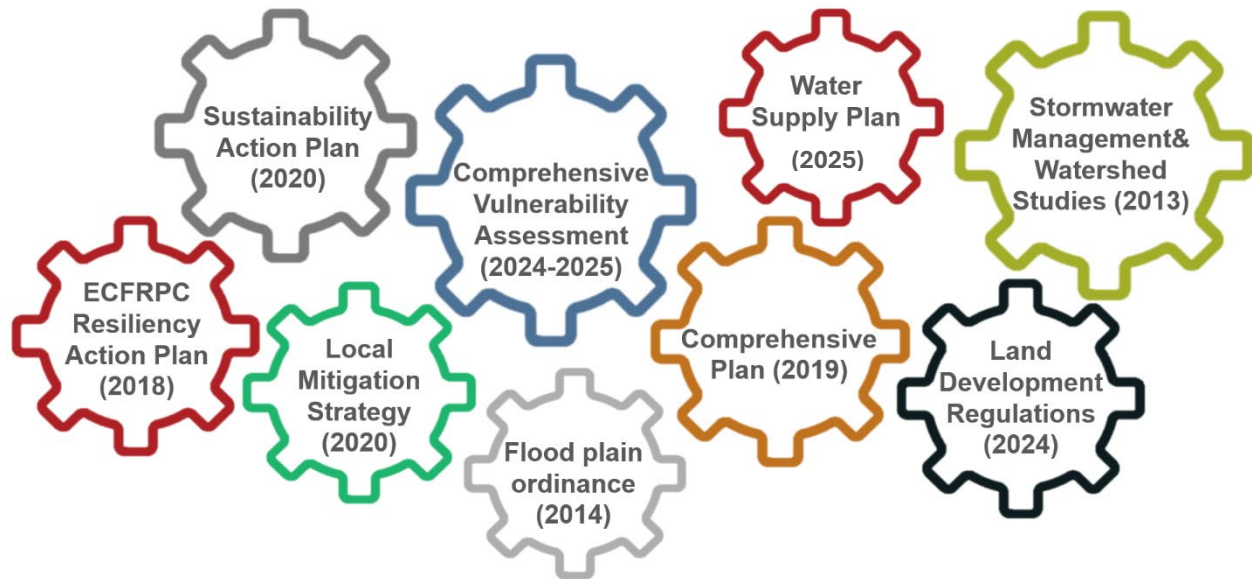
To further reduce flood risks, the City amended its Comprehensive Plan's Future Land Use Element to reduce the permitted density to 146 acres of land, from 237 to 69 dwelling units. This reduction is intended to lower the risk of flood damage by limiting development in vulnerable areas.

The City's Coastal Management Element in the Comprehensive Plan designates the Coastal Planning Area (CPA) as an Adaptation Action Area, emphasizing the importance of planning for future climate impacts such as sea level rise and flooding. This designation ensures that adaptation strategies are integrated into the City's long-term planning framework.

Figure 8 - The Coastal Planning Area (CPA) (Adaptation Action Area)



Source: [Codes & Ordinances | Cocoa, FL - Official Website \(cocoaf1.gov\)](#)

Figure 9 - Alignment with Previous Work, Other Plans, and Initiatives

2.6 Critical and Regionally Significant Assets

The City of Cocoa relies on a variety of critical infrastructure and assets that are vital to both the community and the broader region. Key assets include:

- **Transportation Infrastructure:** This includes major roadways, bridges, bus terminals, ports, airports, marinas, and rail facilities, all of which are crucial for evacuation and daily functioning. Notably, US-1 and I-95 serve as key transportation corridors for the City.
- **Utilities Infrastructure:** Key facilities like wastewater treatment plants, stormwater treatment facilities, drinking water systems, and hazardous waste facilities play an essential role in maintaining public health and safety.
- **Military Installations & Space Exploration:** Cocoa's proximity to NASA's Kennedy Space Center (Including SpaceX & Blue Origin), Patrick Air Force Base, and Cape Canaveral Air Station makes these sites critical for both national security and space exploration efforts.
- **Critical Community & Emergency Facilities:** include schools, colleges, universities, community centers, correctional facilities, disaster recovery centers, emergency medical service facilities, emergency operation centers, fire stations, health care facilities, hospitals, law enforcement facilities, local government facilities, logistical staging areas, affordable public housing, risk shelter inventory, and state government facilities.
- **Natural, cultural, and historical resources,** including conservation lands, parks, shorelines, surface waters, wetlands, and historical and cultural assets.

Additionally, commercial facilities such as Walmart's distribution center and the "last-stop" Amazon storage facility, one of only three (3) such distribution centers in the United States of America, are vital for the region's supply chain.

A combination of (primarily) State, City, and County datasets were obtained and reviewed. The tables and figures below show the critical and regionally significant assets.

2.7 Geography

2.7.1 Topography

The City of Cocoa's topographic data was obtained through Light Detection and Ranging (LiDAR) datasets, provided by NOAA, which helps in accurately modeling flood risks and assessing vulnerabilities across the region.

Figure 10 - Map of Cocoa Elevation

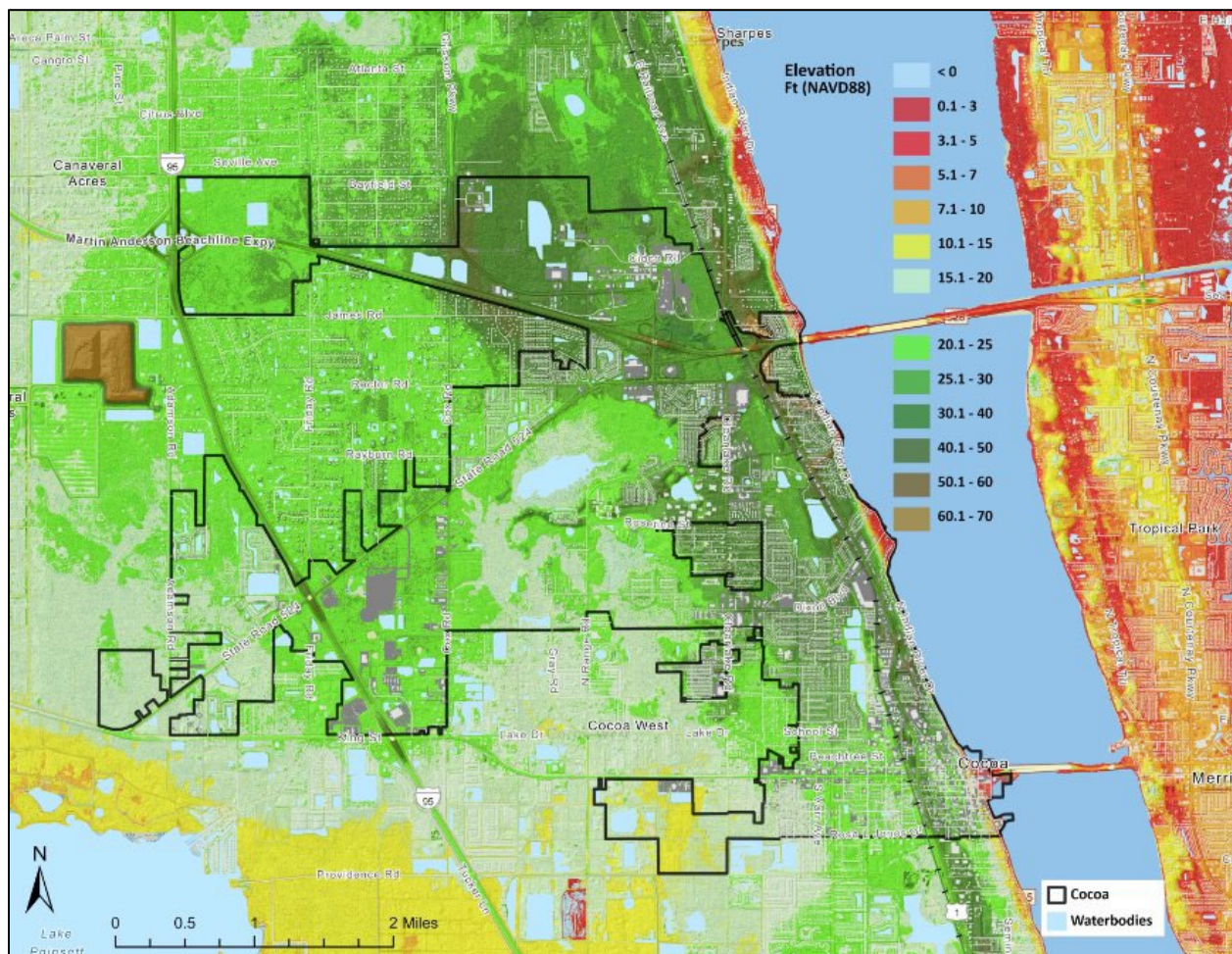


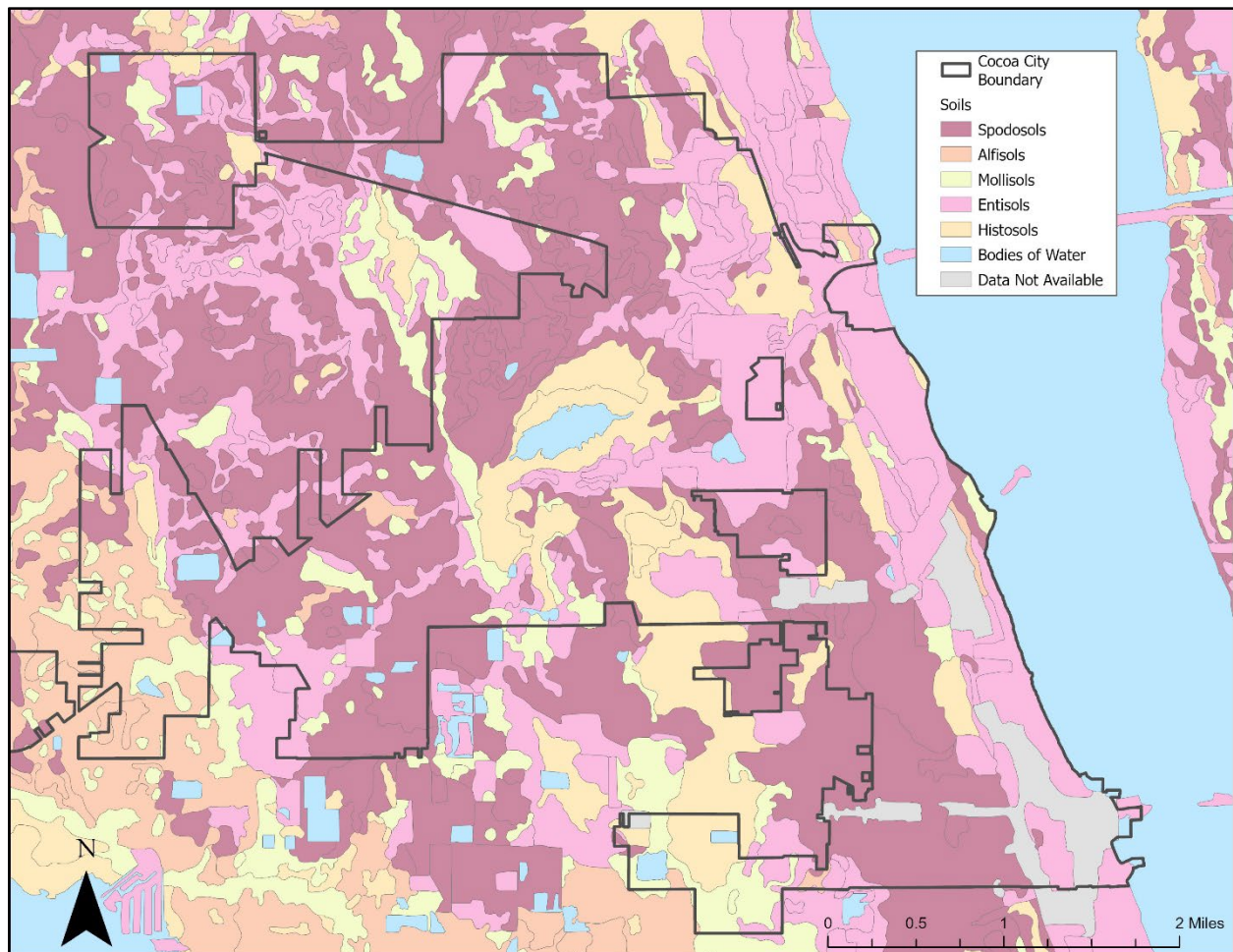
Figure 10 reveals that the areas across the shoreline of the Indian River Lagoon are at low elevations. As you move inland, the elevation increases. This topographic pattern has significant implications for flood risk in the region. Low-lying coastal zones near the shoreline are more vulnerable to tidal flooding, storm surge, and sea level rise, especially during hurricanes or heavy rainfall events. These areas often fall within FEMA-designated flood zones.

2.7.2 Soils and Hydrology

Drainage basins and soil data were also collected to assess the City's hydrological characteristics, which influence how vulnerable the ground is to be saturated with flood water during heavy rainfall events. According to the Florida Department of Environmental Protection (FDEP) Soil Survey, Cocoa contains the following soil types with its drainage characteristics:

- Spodosols: poorly to moderately drained
- Alfisols: moderately well drained
- Mollisols: poorly drained
- Entisols: excessively drained (sandy dunes) or poorly drained (floodplains)
- Histosols: Very poorly drained

Figure 11 - Map of FDEP Soil Survey in Cocoa

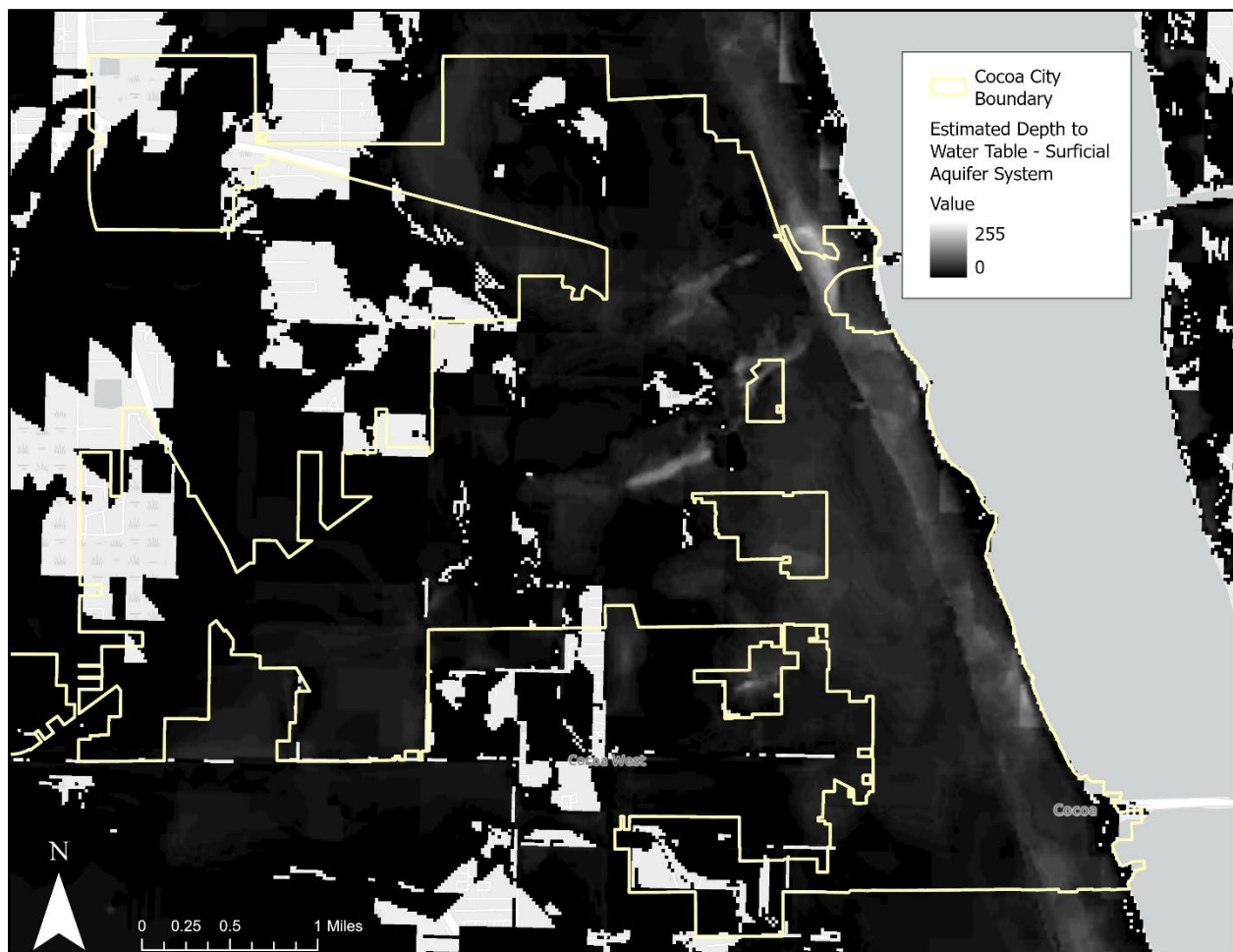


Source: The Florida Department of Environmental Protection (FDEP) Soil Survey

2.7.3 Hydrogeology

Groundwater elevations are an important component of stormwater modeling because the storage above the water table affects the volume of rainfall that can be absorbed into the soils. The higher the groundwater table, the less volume will be absorbed which will increase the volume of stormwater runoff. Depth to the water table refers to the vertical distance from the ground surface down to the top of the saturated zone in the soil or rock, where all the pores are filled with water. This is essentially the upper surface of groundwater. If the depth is shallow (1–2 feet), the water table is close to the surface. If the depth is deep (20+ feet), the water table is far below the surface. Figure 12 is a spatial representation showing how deep you must dig to reach groundwater across a region.

Figure 12 - Map of FDEP Depth to Water Table



Source: The Florida Department of Environmental Protection (FDEP) Depth to Water Table

Estimated Depth to Water Table - Surficial Aquifer System from Florida Department of Environmental Protection

The Surficial Aquifer System (SAS) depth to water table surface grid was created by subtracting the water table surface grid from the DEM².

2.8 National Oceanic and Atmospheric Administration (NOAA)

NOAA data is utilized for understanding tidal ranges, sea level rise trends, and precipitation characteristics.

2.8.1 Precipitation Data

NOAA data was utilized particularly for understanding tidal ranges, sea level rise trends, and precipitation characteristics. NOAA's Atlas 14 Depth-Duration-Frequency (DDF) curves, published in 2013, are widely regarded as the best available resource for rainfall depth, duration, and frequency data across Florida. These curves are increasingly adopted by various agencies for climate and flood risk planning, as they provide reliable, regionalized information that can be applied in assessments and design practices.

The DDF curves from NOAA Atlas 14 are crucial for understanding extreme rainfall events and their recurrence intervals, which directly affect flood risk and stormwater management planning. The data helps in estimating the potential impacts of extreme rainfall events across different time frames and intensities, thereby enhancing the City's resilience strategies³.

2.8.2 Tidal Flooding Data

NOAA also monitors tidal flooding and sea level rise through a network of remote monitoring stations located at key coastal sites across the United States. For Cocoa, the closest tide gauge with sea level trend data is located at Trident Pier in Port Canaveral, which is in close proximity to the City.

Figure 13 and Table 2 display the specific datum points for the Trident Pier monitoring station, including key elevation references. A tidal datum is a standard elevation defined by the phases of the tide, which provides a reference for sea level measurements. One important measurement is the mean tidal range, defined as the difference between the mean high water and mean low water levels. At the Trident Pier station, the mean tidal range is approximately 3.4 feet. This range is critical for understanding the variability in sea level fluctuations, which contribute to the flooding

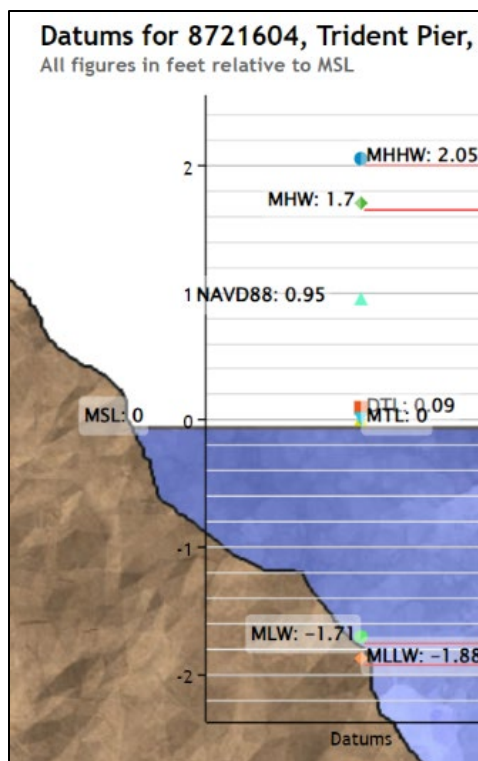
² <https://geodata.dep.state.fl.us/datasets/652afd1f31d449f684702258da26272c/explore> Updated March 22, 2019

³ https://environment.fiu.edu/what-we-study/projects/fbc_fiu_finalreport.pdf

risk during high tide events, especially when combined with storm surge or sea level rise projections.

Monitoring these trends is essential to assess how rising sea levels will interact with tidal patterns, influencing both coastal flooding and stormwater management strategies for the City of Cocoa. By incorporating this data, the City can plan for future flooding scenarios and develop more effective flood mitigation and adaptation strategies.

Figure 13 - Datums Points for Trident Pier (nearest proximity to Cocoa)



Source: [NOAA Tides and Currents](#)

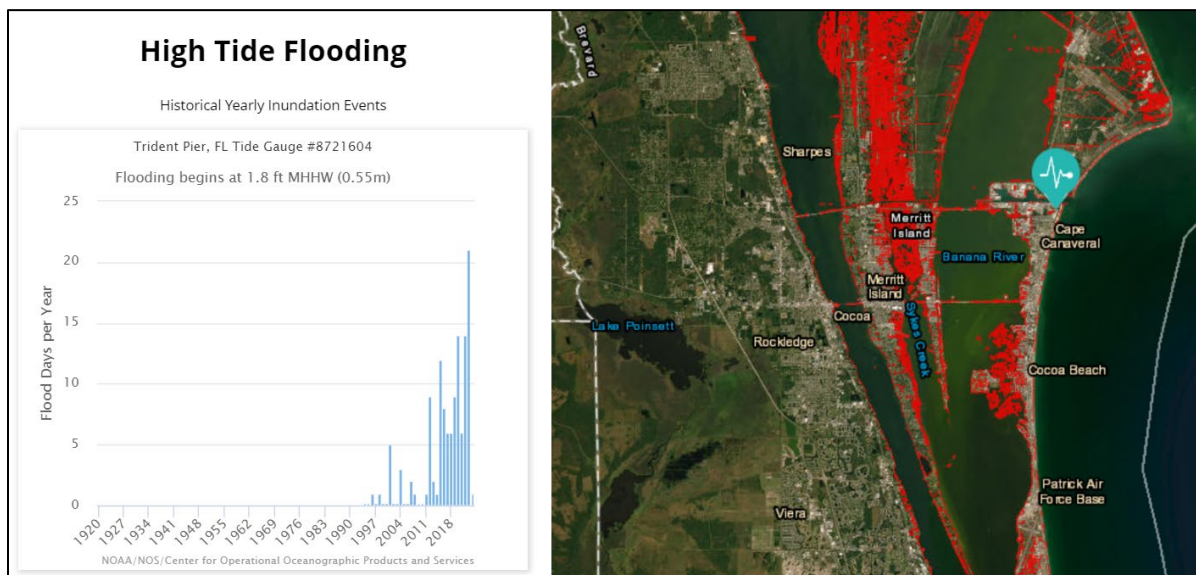
Table 2 - Datum Points & Description for Trident Pier

Datum	Value (ft)	Description
MHHW	2.05	Mean Higher-High Water
MHW	1.70	Mean High Water
MTL	0.00	Mean Tide Level
MSL	0.00	Mean Sea Level
DTL	0.09	Mean Diurnal Tide Level
MLW	-1.71	Mean Low Water
MLLW	-1.88	Mean Lower-Low Water
NAVD88	0.95	North American Vertical Datum of 1988

Source: [NOAA Tides and Currents](#)

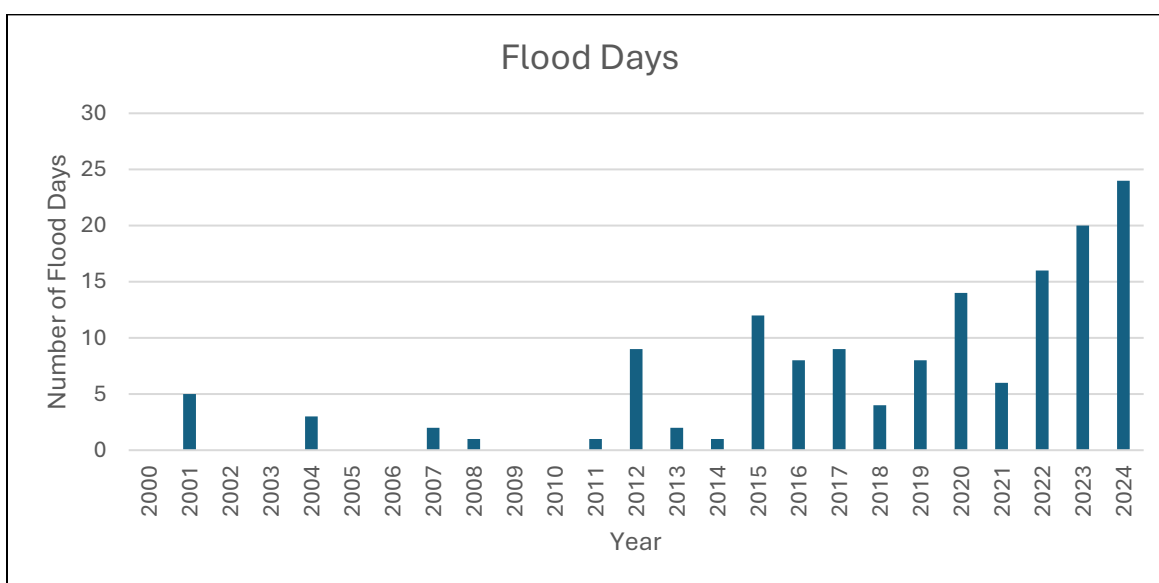
Established in 1994, the Trident Pier gauge measured minimal flood days (days in which the water levels exceed the local 1.8ft MHHW threshold from the National Weather Service). In 2023, there were 20 flood days (Figure 15). The areas on the map in red are areas that would be inundated when the water levels are up to 1.76ft. As shown in the map, these days have minimal impacts to Cocoa. Tidal flooding days generally occur during the full moon in the fall, when the gravitational pull of the tides is at a maximum. The concern is when these days coincide with extreme rainfall and/or storm surge. This is referred to as compound flooding.

Figure 14 - High Tide Flooding



Source: [NOAA SLR Viewer High Tide Flooding](#)

Figure 15 – Graph of Flood Days in Trident Pier Area

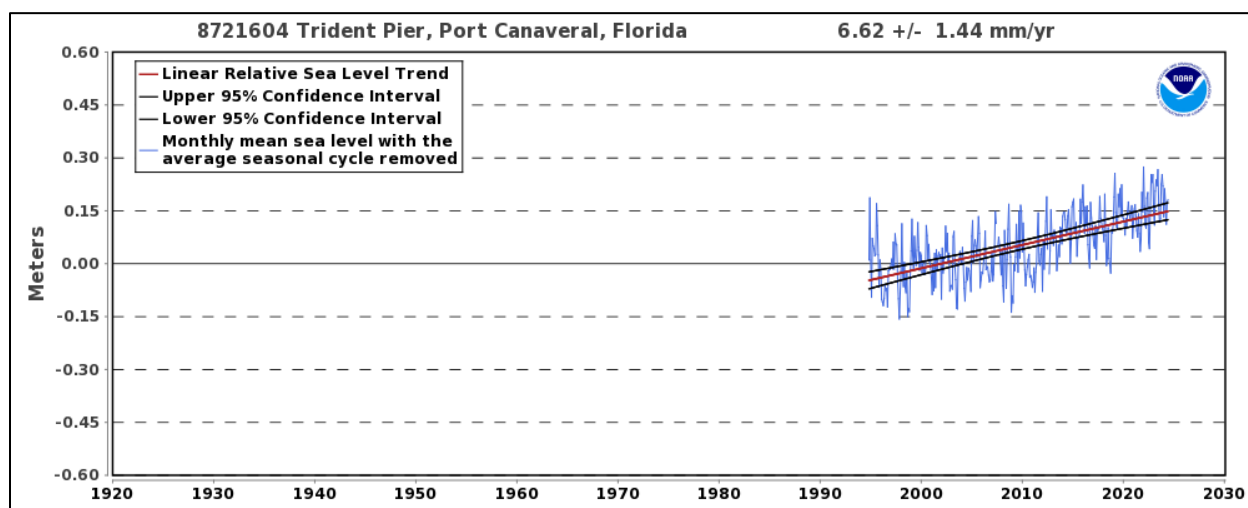


Source: <https://tidesandcurrents.noaa.gov/high-tide-flooding/annual-Coutlook.html#decadal?station=8721604>

2.8.3 Historical Sea Level Data

The relative sea level trend at the Trident Pier Gauge is 6.62 millimeters/year with a 95% confidence interval of +/- 1.44 mm/yr based on monthly mean sea level data from 1994 to 2023 which is equivalent to a change of 2.17 feet in 100 years⁴.

Figure 16 - Graph of Sea Level Trend at the Trident Pier Gauge



NOAA is recognized by the engineering and floodplain management communities as the authoritative source of precipitation frequency data and has a long history of generating these data that serve as the foundation for built infrastructure nationwide. The nearest station to Cocoa measuring precipitation frequency is Station 08-5643 to the east on Merritt Island.

2.8.4 Historical Storm Surge Data

The Highest Astronomical Tide (non-event) at the Trident Pier station was 3.62ft above mean sea level (MSL) and occurred on October 28, 2011. Table 3 shows the top 10 water levels (correlated to events) which were measured at the gauge.

Table 3 - Top 10 Water Levels Correlated to Events

Date	Height (Feet above MSL)	Event Category	Event
11-Sep-17	6.19	Tropical	Hurricane Irma
26-Sep-04	6.02	Tropical	Hurricane Jeanne
10-Nov-22	5.73	Tropical	Hurricane Nicole

⁴ https://tidesandcurrents.noaa.gov/sltrends/sltrends_station.shtml?id=8721604

5-Sep-04	5	Tropical	Hurricane Frances
30-Sep-22	4.95	Tropical	Hurricane Ian
6-Nov-21	4.87	Other	Above Normal Tides & Coastal Low Pressure
20-Sep-20	4.74	Other	Above Normal Tides & Onshore Winds
28-Oct-12	4.73	Tropical	Hurricane Sandy
5-Jun-23	4.45	Other	Above Normal Tides & Onshore Winds
19-Oct-20	4.44	Other	Above Normal Tides & Onshore Winds

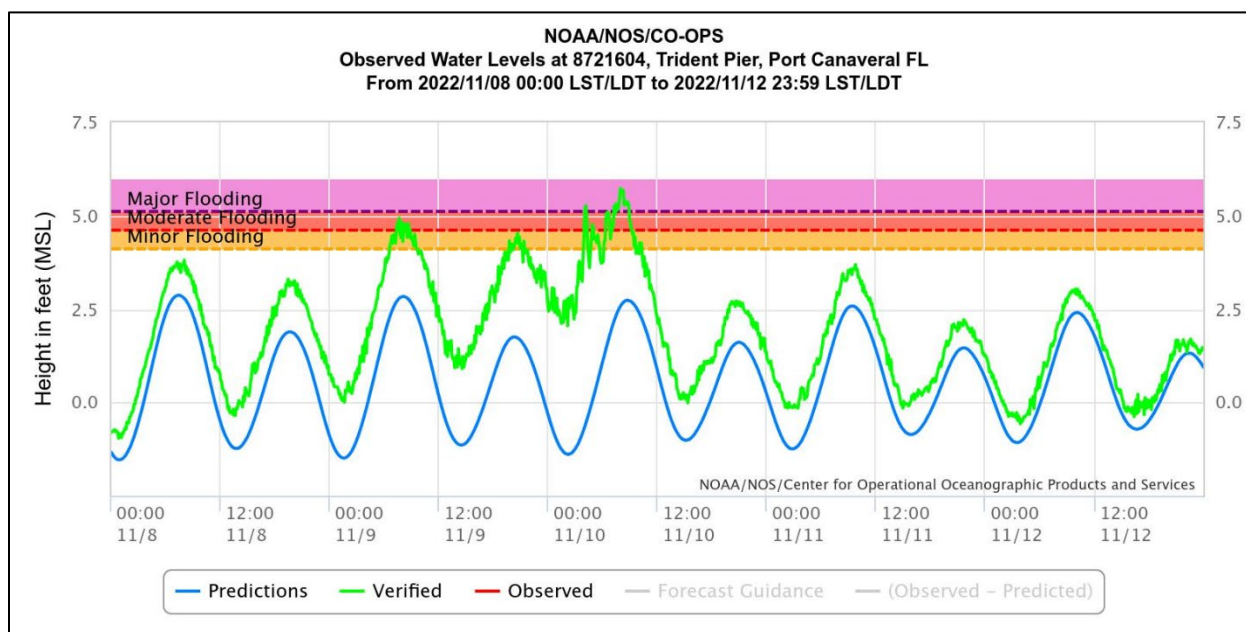
Source: [NOAA Tides and Currents Top 10 water levels](#)

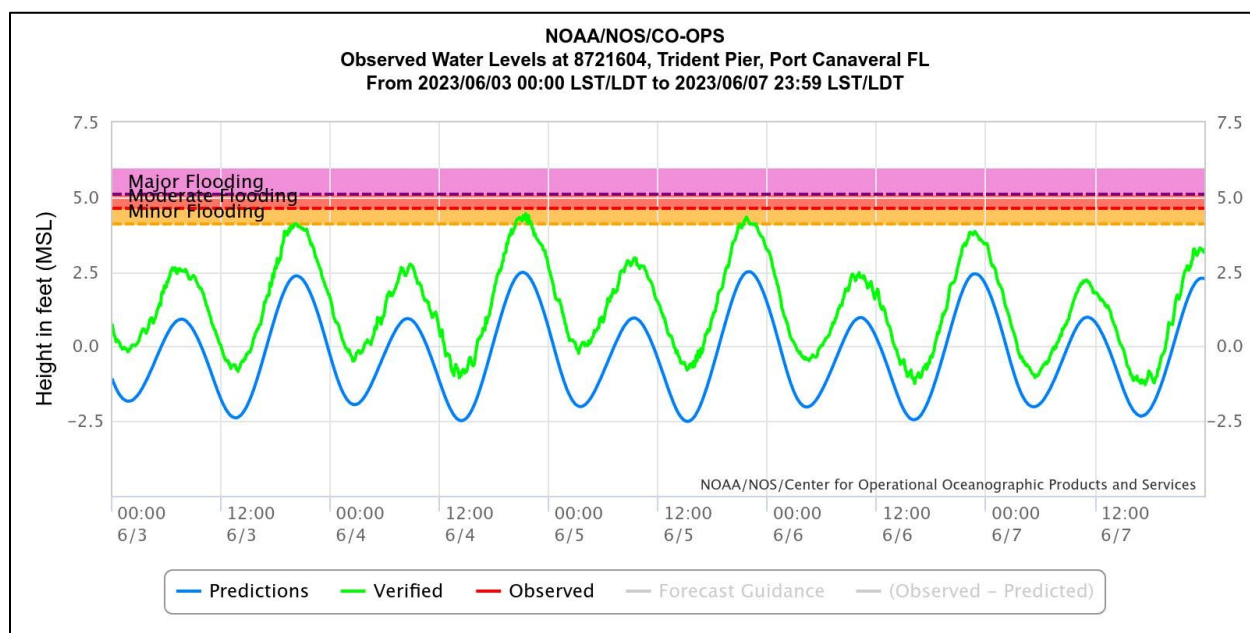
King Tides

Cocoa is an area that is impacted by what is known as "King Tide Season". This season typically occurs in the fall, with water levels roughly one foot higher than mean high tides. It is common for three occurrences of King Tide in a given year. This is usually in the months of September, October, and November.

Figures 17 and 18 display the water levels near Cocoa during November 2022 and June 2023. At 3:00 AM on November 10th, Hurricane Nicole made landfall as a Category 1 hurricane near Vero Beach, Florida, on Hutchinson Island. This event caused the water levels shown in Figure 17 to rise to major flooding stage. The water levels on Figure 18 stay constant throughout June reaching a high of minor flooding.

Figure 17 – Graph of Observed Water Levels at Trident Pier in 2022



Source: [NOAA Tides and Currents](#)**Figure 18 – Graph of Observed Water Levels at Trident Pier in 2023**Source: [Inundation History - NOAA Tides & Currents](#)

The closest tide gauge for reference is located in Miami⁵. The 1% annual exceedance probability levels are 0.964 meters (3.16 feet) above Mean Higher High Water and 0.464 meters (1.52 feet) below Mean Lower Low Water.

2.9 National Weather Service

The Sea, Lake and Overland Surges from Hurricanes (SLOSH) model is a computerized numerical model developed by the National Weather Service (NWS) to estimate storm surge heights resulting from historical, hypothetical, or predicted hurricanes by taking into account the atmospheric pressure, size, forward speed, and track data. These parameters are used to create a model of the wind field which drives the storm surge.

For a given location, the SLOSH model presents the maximum storm tide level (or depth from dry ground) from all hypothetical simulations for a specific category of hurricane. The SLOSH model consists of a set of physics equations which are applied to a specific locale's shoreline, incorporating the unique bay and river configurations, water depths, bridges, roads, levees and other physical features. A map of a SLOSH model for Cocoa is displayed on Figure 34.

2.10 Florida Department of Health (FDOH)

⁵ <https://tidesandcurrents.noaa.gov/est/>

The Florida Department of Health (FDOH) is an agency in the state's emergency preparedness and response framework, particularly in relation to vulnerability assessments. Through its Bureau of Preparedness and Response, FDOH provides tools and resources to assess public health risks associated with natural disasters, including flooding. In places like Cocoa, Florida, FDOH's involvement ensures that health considerations, such as access to clean water, sanitation, and medical services, are integrated into broader vulnerability assessments and emergency response strategies. Data related to septic tanks is relevant due to their connection to health, groundwater rise, and water quality.

2.11 St. Johns River Water Management District (SJRWMD)

The St. Johns River Water Management District (SJRWMD) is one of Florida's five regional water management districts, and it has a major role in flood protection and water resource management across its jurisdiction, which includes the City of Cocoa. As part of its core mission, SJRWMD supports flooding vulnerability assessments by employing both structural and non-structural flood protection strategies. These include the operation and maintenance of levees, dams, pump stations, and water control structures, as well as the conservation of floodplain wetlands that naturally store excess water. The district also collaborates with local governments to manage stormwater systems and ensure that new developments comply with regional flood mitigation standards.

2.12 Federal Emergency Management Agency (FEMA) Flood Hazard

The Federal Emergency Management Agency's (FEMA) Flood Hazard stages are shown on Figures 21 & 22 and based on a 100- & 200-year storm event.

To determine a community's risk to flood hazards, FEMA performs an engineering study called a Flood Insurance Study (FIS). A FIS is a compilation and presentation of flood hazard areas along rivers, streams, coasts, and lakes within a community⁶.

A FIS is based on different information, including:

- Historic information (such as river flow, storm tide, and rainfall data)
- Meteorologic data
- Topographic data
- Hydrologic data
- Hydraulic data
- Open-space conditions
- Flood-control works
- Development

⁶ <https://www.fema.gov/flood-maps/change-your-flood-zone/status/flood-insurance-study>

3. SCENARIO DEVELOPMENT & EXPOSURE ANALYSIS

This section details the methods and data used for mapping inundation. The exposure analysis identifies the depth of water caused by each sea level rise, storm surge, rainfall, and/or flood scenario. The water surface depths used must include tidal flooding (including future high tide flooding), current and future storm surge flooding, rainfall-induced flooding, and compound flooding, as applicable. Analyses must adhere to s. 380.093, F.S., and the Resilient Florida Grant Program's GIS Data Standards.

3.1 Exposure Analysis: Data and Methods for Inundation Mapping

The seventeen (17) flood scenarios modeled for flood-impacts are listed below. Notes: High Tide (HT) is defined as 2 ft above Mean Higher High Water (MHHW), Int-Low is NOAA's Intermediate Low (the second lowest of their 5 SLR scenarios), Int is NOAA's Intermediate scenario (the third lowest of their SLR scenarios). Future periods analyzed here are 2040 and 2080. All five (5) SLR scenarios are based on NOAA's 2017 scenarios (Sweet et. al 2017) as required by Resilient Florida standards based on section 380.093, F.S. as of October 2024.

1. Current high tide (HT) flooding
2. HT flooding + Int-Low in 2040
3. HT flooding + Int in 2040
4. HT flooding + Int-Low in 2080
5. HT flooding + Int in 2080
6. Current 100-yr flood event; rain-driven
7. Current 500-yr flood event; rain-driven
8. 25-year storm surge: no sea level rise (SLR)
9. 25-year storm surge + Int-Low in 2040
10. 25-year storm surge + Int in 2040
11. 25-year storm surge + Int-Low in 2080
12. 25-year storm surge + Int in 2080
13. 100-year storm surge: no sea level rise (SLR)
14. 100-year storm surge + Int-Low in 2040
15. 100-year storm surge + Int in 2040
16. 100-year storm surge + Int-Low in 2080
17. 100-year storm surge + Int in 2080

The rainfall-induced flooding scenarios were not modeled due to a lack of data. There is currently no evidence to support rainfall as a significant contributor to flooding in Cocoa.

The details of the modeling of flood impacts for these scenarios are explained in the Exposure Analysis portion of the Vulnerability Assessment. Flood depths from the flood scenarios were assigned for each critical asset.

3.2 Flood Hazards Overview

Cocoa faces a variety of flood risks due to its coastal location, each contributing differently to the area's vulnerability. The most frequent is shallow coastal flooding, which occurs during high tides or minor storms and is becoming more common due to climate change. More severe events, like storm surges from hurricanes, pose a significant threat by rapidly raising water levels and causing widespread damage. Long-term sea level rise gradually increases the baseline water level, worsening the impact of both regular and extreme flooding. When storm surge and sea level rise combine, the resulting floods are more intense and far-reaching. Additionally, designated flood zones in Cocoa highlight areas with a statistically higher chance of flooding, guiding development and emergency planning. Together, these overlapping risks underscore the need for comprehensive flood management and resilience strategies in the region.

Figure 19 - Flood Hazard Risks

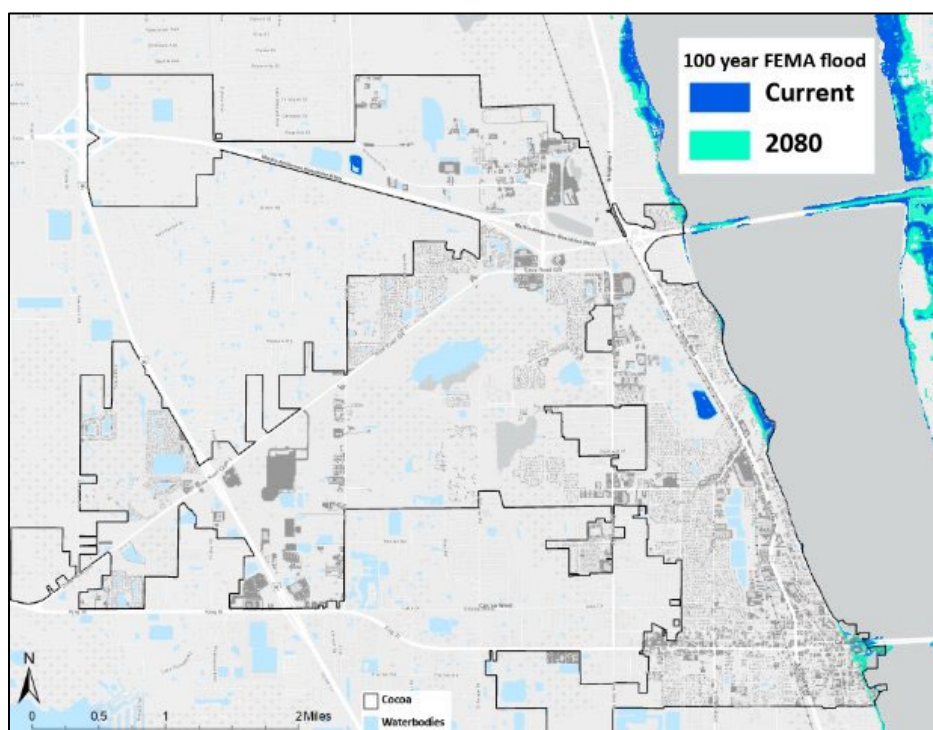
Shallow Coastal Flooding	
• Frequent flooding during above-average flood events • Since the 1960s, flood events have increased 5 to 10-fold in several coastal cities in the USA	
Storm Surge	
• Occur when hurricanes and tropical storm raise water level in coastal areas • Can damage utilities, electrical equipment, seawalls, and structures	
Sea Level Rise	
• Long-term hazard	
Surge + Sea Level Rise	
• Combined Hazard Zone • Includes long term effects of surge and sea level rise	
Flood Zone Areas	
• 100-year flood zone areas have a 1% annual chance of flooding	

Area of Interest

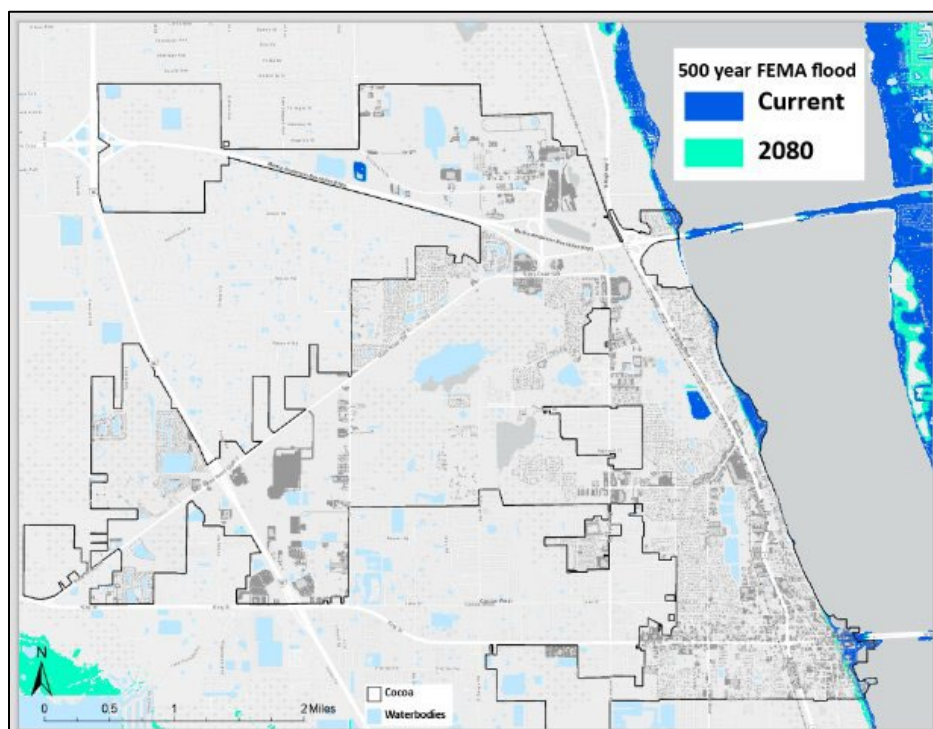
The area most vulnerable to flooding in the City of Cocoa is located east of US-1. This area of interest has high flood risks due to its close proximity to the Indian River Lagoon and its low-lying topography. The region is susceptible to storm surge, heavy rainfall, and sea level rise, which can lead to significant flooding events. The majority of the maps and tables in the sections below model various scenarios of sea level rise in the most vulnerable area in Cocoa, comparing the impacts of different hurricane categories throughout the next 60 years.

Figure 20 - Map of Area of Interest in Cocoa

Figures 21 & 22 display the FEMA 100-year and 500-year flood zones in Cocoa comparing the scenarios of today and in 2080. 100-year and 500-year represent areas with a 1% and 0.2% annual chance of flooding respectively based on current conditions and historical data analysis. The shoreline along Cocoa to the east is nearly entirely prone to 100-year and 500-year flooding.

Figure 21 – Map of FEMA 100-Year Flood Zones in Cocoa

Source: [Flood Maps | FEMA.gov](https://www.fema.gov/flood-maps)

Figure 22 - Map of FEMA 500-Year Flood Zones in Cocoa

Source: [Flood Maps | FEMA.gov](https://www.fema.gov/flood-maps)

Table 4 -100-year and 500-year Flood Exposure in Area of Interest

Description	Acres	Relative At-Risk Area (%)
100 Year Floodplain	185.23	17.24%
500 Year Floodplain	20.31	1.89%
Outside Floodplain	868.74	80.87%

Source: UF Geoplan Center [AOI Tool Resilience Report – University of Florida GeoPlan Center](#)

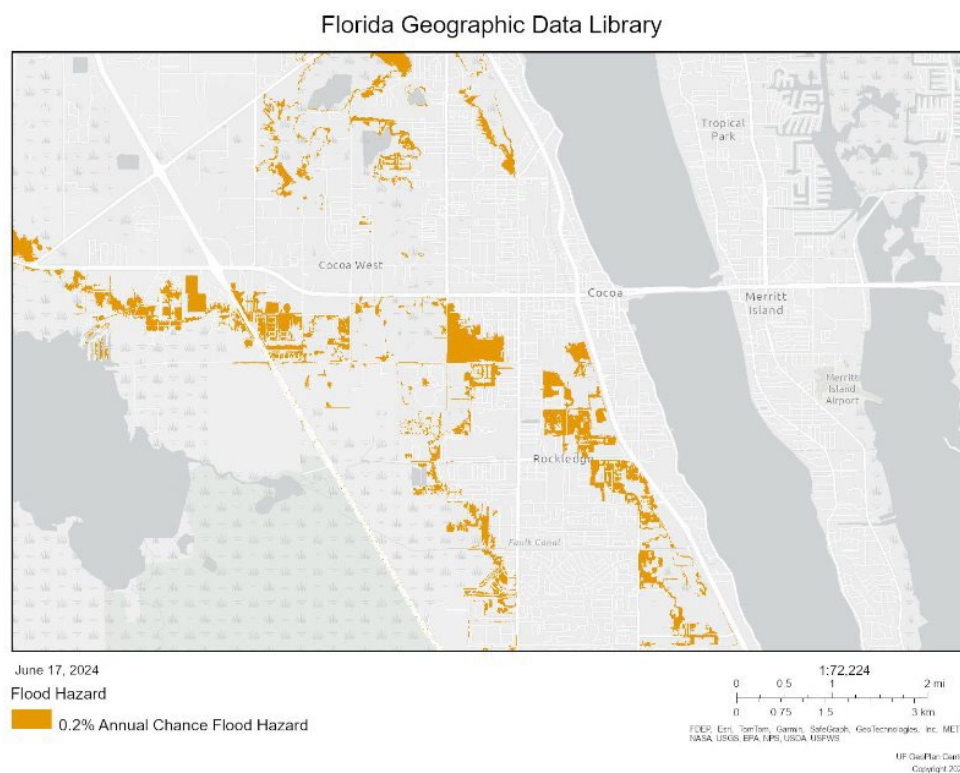
Table 5 - FEMA 1% Special Flood Hazard Area Categories in Area of Interest

Description	Acres	Relative At-Risk Area (%)
AE	185.13	17.23%
A	0.22	0.02%

Source: UF Geoplan Center [AOI Tool Resilience Report – University of Florida GeoPlan Center](#)

A Special Flood Hazard Area is defined as the area that will be inundated by the flood event having a 1-percent chance of being equaled or exceeded in any given year. The 1-percent annual chance flood is also referred to as the base flood or 100-year flood.

Moderate flood hazard areas are the areas between the limits of the base flood and the 0.2-percent-annual-chance (or 500-year) flood.

Figure 23 - Map of 0.2% Annual Chance Flood Hazards in Cocoa

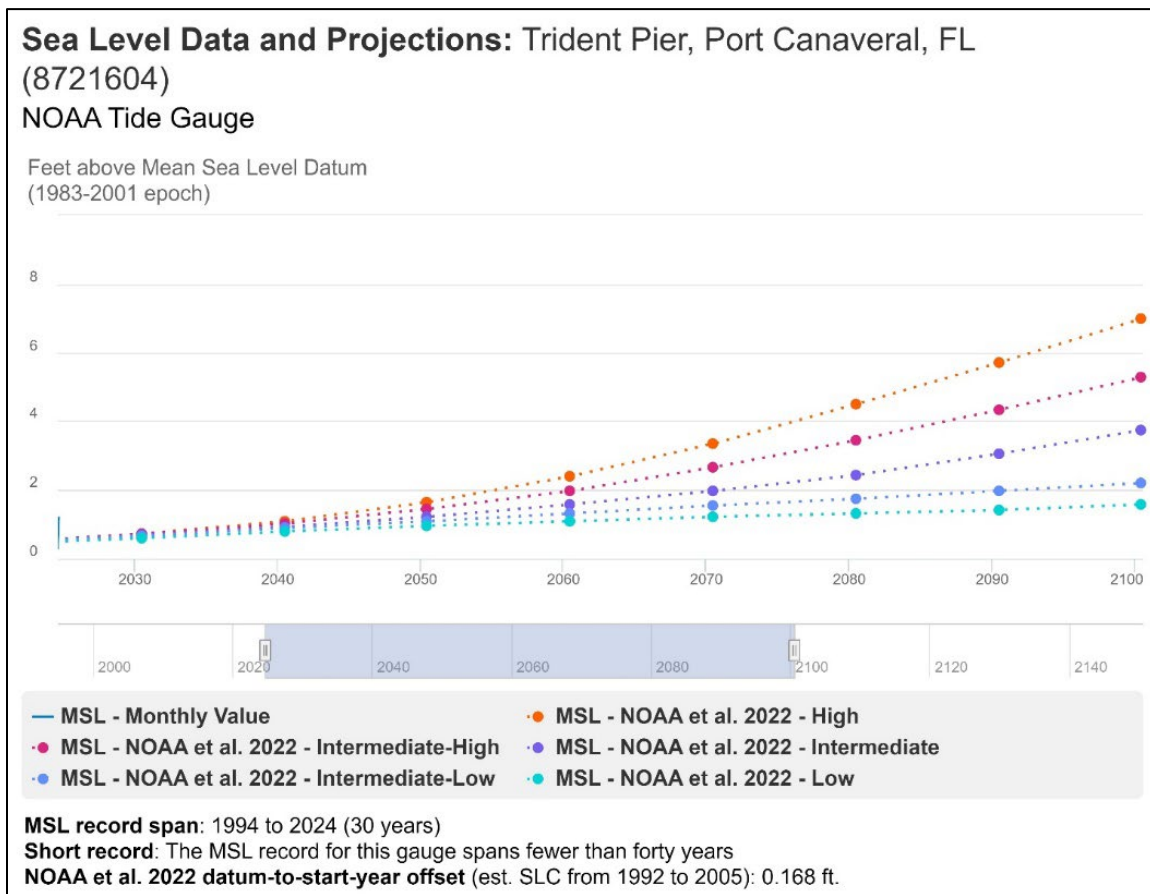
Source: UF FGDL Map Viewer

3.3 Flood Depth Mapping

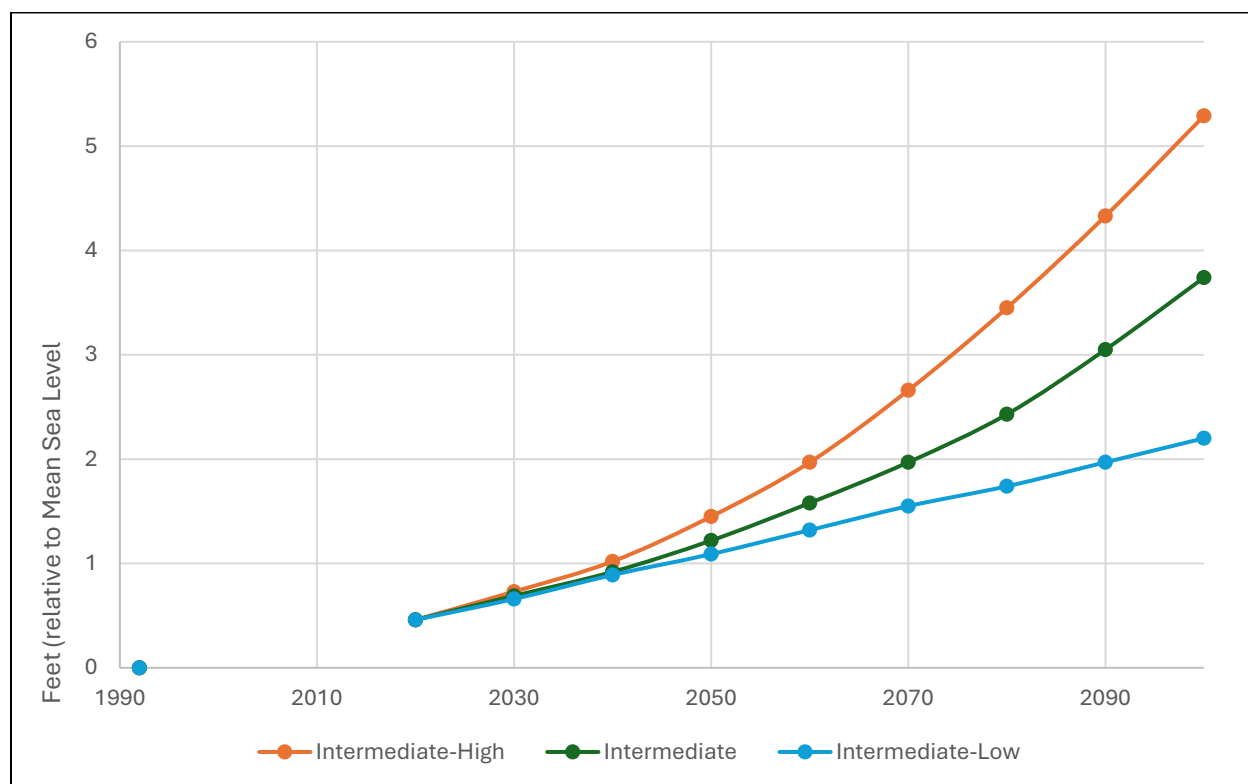
3.3.1 Sea Level Rise Projections

This report looks at the NOAA Intermediate Low and Intermediate sea level rise (SLR) projections for 2040 and 2080. The NOAA 2022 Sea Level Data and Projections table shows projected SLR in feet relative to MSL (1992 baseline). For example, by 2070, the Intermediate projection is 1.97 feet, and the Intermediate Low is 1.55 feet. By 2080, the Intermediate projection is 2.43 feet, and the Intermediate Low is 1.74 feet.

Figure 24 – Graph of Sea Level Data and Projections for Port Canaveral, FL



Source: U.S. Army Corps of Engineers Sea Level Rise App

Figure 25 - Graph of NOAA 2022 Sea Level Rise Projections (Trident Pier, Port Canaveral, FL)

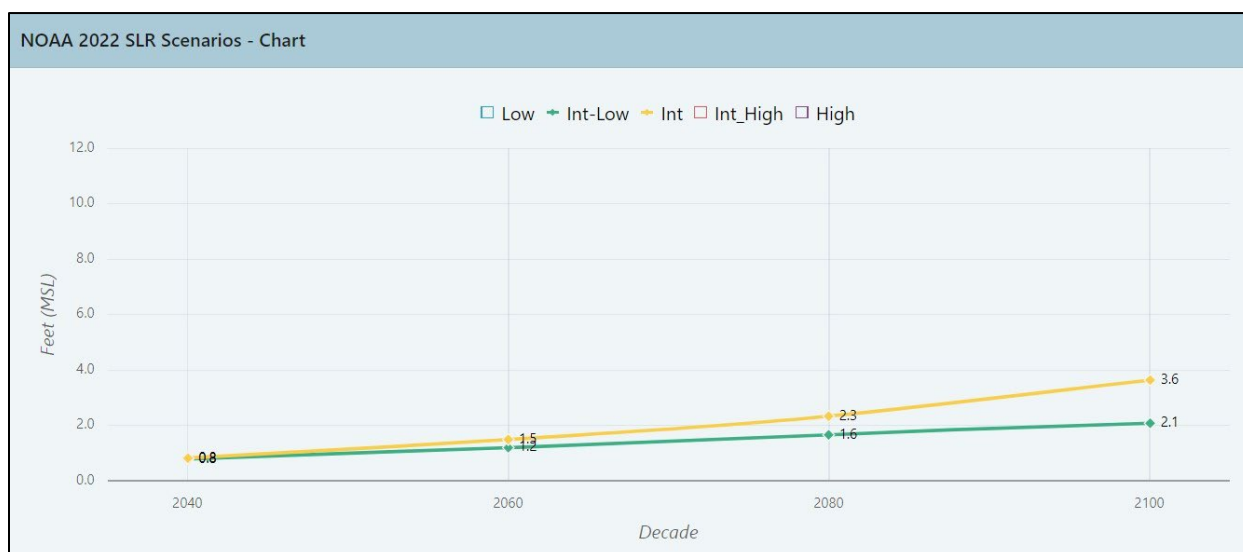
Source: NOAA 2022 Sea Level Data

Table 6 - NOAA 2022 Sea Level Rise Projections (Trident Pier, Port Canaveral, FL)*

Year	NOAA Int. Low	NOAA Int.	NOAA Int. High
1992	0.00	0.00	0.00
2005	0.17	0.17	0.17
2020	0.46	0.46	0.46
2030	0.66	0.69	0.73
2040	0.89	0.92	1.02
2050	1.09	1.22	1.45
2060	1.32	1.58	1.97
2070	1.55	1.97	2.66
2080	1.74	2.43	3.45
2090	1.97	3.05	4.33
2100	2.20	3.74	5.29

* Units in ft relative to MSL with a baseline year of 1992, as it is the midpoint of the Mean Sea Level Datum (1983-2001 epoch).

Source: NOAA 2022 Sea Level Data

Figure 26 - Graph of NOAA 2022 Sea Level Rise Projections for Area of Interest

Source: UF Geoplan Center [AOI Tool Resilience Report – University of Florida GeoPlan Center](#)

Table 7 - NOAA 2022 SLR Scenarios for Area of Interest - Feet by Decade

NOAA 2022 SLR Scenario	Tide Station Name	Tide Station ID	2040	2050	2060	2070	2080
Int-Low	Trident Pier, Port Canaveral	8721604	0.80	1.00	1.20	1.40	1.60
Intermediate	Trident Pier, Port Canaveral	8721604	0.80	1.10	1.50	1.90	2.30

Source: UF Geoplan Center [AOI Tool Resilience Report – University of Florida GeoPlan Center](#)

Area of Interest Relative Area Flooded Due to Sea Level Rise

The area of interest will experience a progressive increase in flood exposure corresponding to sea level rise projections. With 3 feet of sea level rise, the flooded area will increase significantly, affecting 14.70 acres or 1.37% of the area, demonstrating the increasing vulnerability of Cocoa's waterfront areas to long-term climate impacts.

Table 8 - Area of Interest Percent Flooded Due to Sea Level Rise

Feet of SLR	Acres Flooded	Relative Area (%)
1	2.48	.22%
2	5.59	.53%
3	14.70	1.37%
4	29.92	2.78%
5	44.80	4.17%
6	61.13	5.69%
7	73.18	6.82%

Source: UF Geoplan Center [AOI Tool Resilience Report – University of Florida GeoPlan Center](#)

3.3.2 High Tide Flooding

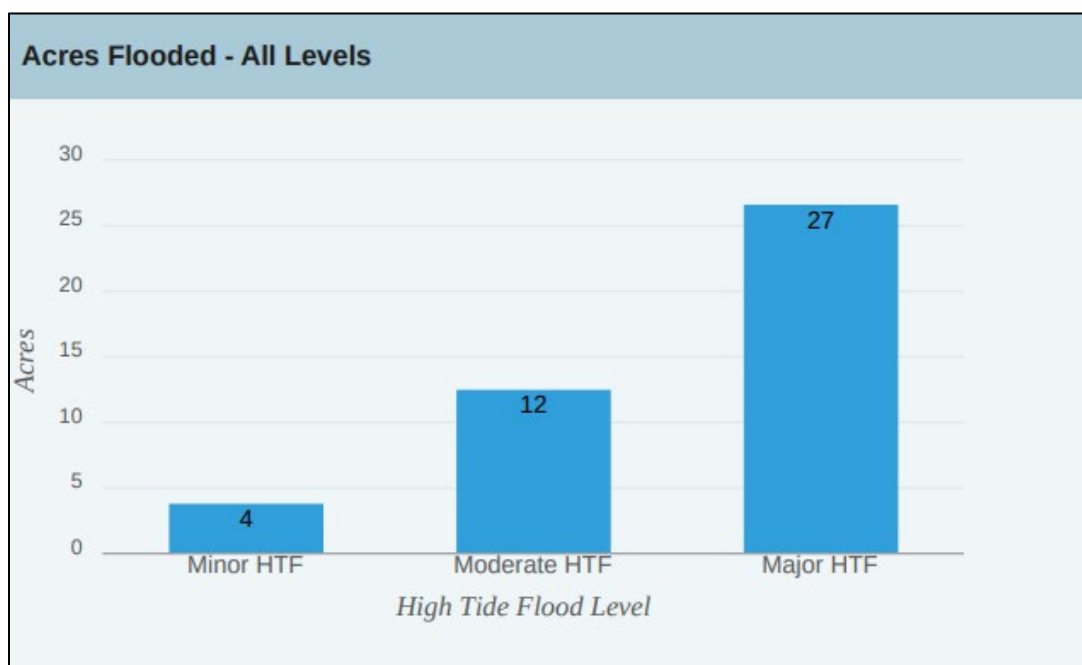
This assessment identifies high tide flooding throughout Cocoa. High tide flooding is recurrent, temporary flooding that occurs during high tides. As sea levels continue to rise, the frequency of high tide flooding events will increase. High tide flooding is becoming an increasingly frequent concern due to the city's low-lying coastal topography near the Indian River Lagoon. During periods of higher-than-normal tides, especially during king tides or when combined with onshore winds or heavy rainfall, water can overflow onto streets, yards, and low-lying infrastructure, even in the absence of storms.

Table 9 and Figures 27 and 28 displays the level of flooding, total acres flooded, and percentage of flooding. Twenty-seven (27) acres in the area of interest experience major high tide flooding, and 98% of the area of interest will not be flooded during major high tide flooding.

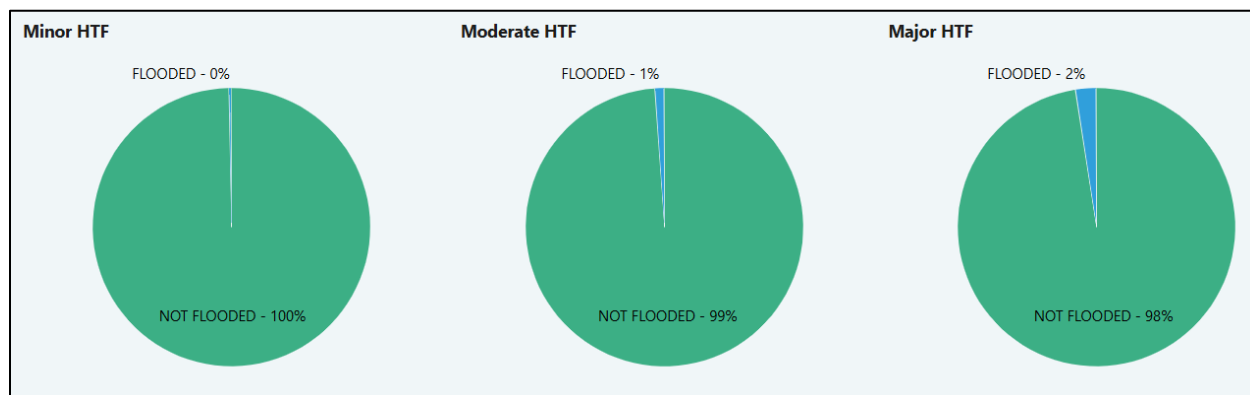
Table 9 - Summary of Area of Interest Exposure to Current High Tide Flooding

High Tide Flooding (HTF) Level	Acres Flooded	Percent Flooded
Minor HTF	3.79	.35%
Moderate HTF	12.48	1.16%
Major HTF	26.61	2.48%

Source: UF Geoplan Center [AOI Tool Resilience Report – University of Florida GeoPlan Center](#)

Figure 27 - Graph of Acres Flooded in Area of Interest

Source: UF GeoPlan Center [AOI Tool Resilience Report – University of Florida GeoPlan Center](#)

Figure 28 - Percent of Area of Interest Impacted by Current High Tide Flooding

Source: UF GeoPlan Center [AOI Tool Resilience Report – University of Florida GeoPlan Center](#)

Table 10 identifies the days of high tide flooding in the area of interest per year. It is projected that the majority of the high tide flood days will be minor. Table 11 and Figures 29 and 30 show the average annual days of high tide flooding expected by decade and by NOAA 2022 SLR Scenario.

Table 10 - High Tide Flood Days per Year (Current) in Area of Interest

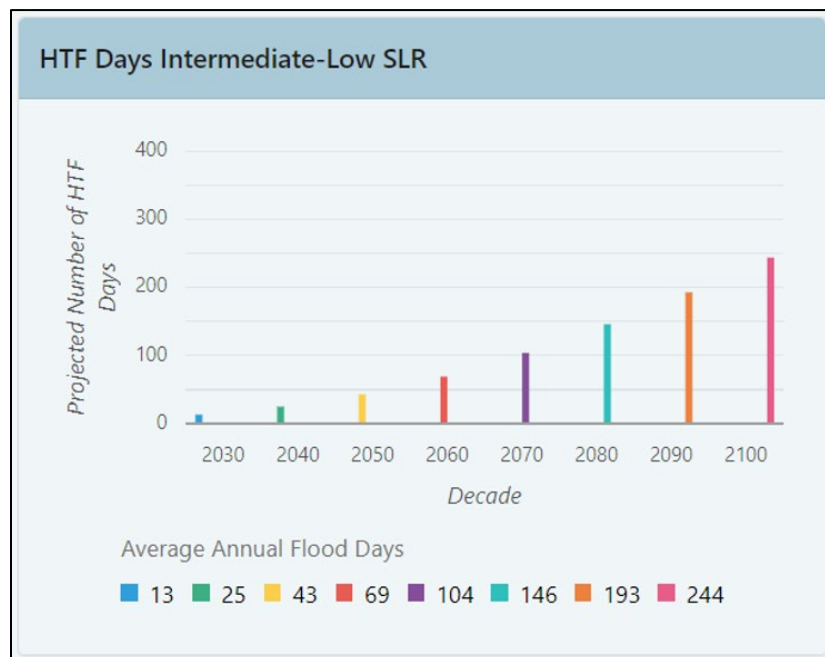
Year	Minor HTF Days	Moderate HTF Days	Major HTF Days
2023	20	0	0

Source: UF Geoplan Center [AOI Tool Resilience Report – University of Florida GeoPlan Center](#)

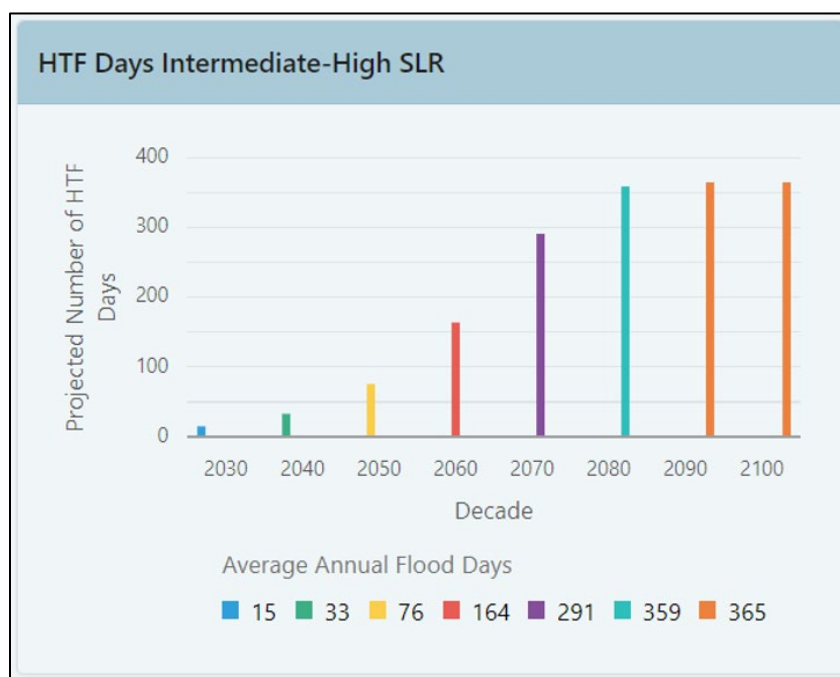
Table 11 - Projected Days of Minor High Tide Flooding by SLR Scenario in Area of Interest

Decade	Int-Low SLR	Intermediate SLR	Int-High SLR
2030	13	14	15
2040	25	27	33
2050	43	53	76
2060	69	100	164
2070	104	177	291
2080	146	270	359

Source: UF Geoplan Center [AOI Tool Resilience Report – University of Florida GeoPlan Center](#)

Figure 29 - Graph of High Tide Flooding Day Intermediate-Low SLR in Area of Interest

Source: UF Geoplan Center [AOI Tool Resilience Report – University of Florida GeoPlan Center](#)

Figure 30 - Graph of High Tide Flooding Day Intermediate-High SLR in Area of Interest

Source: UF Geoplan Center [AOI Tool Resilience Report – University of Florida GeoPlan Center](#)

Figure 31 includes a sea level rise exposure analysis of the area of interest. Areas exposed to sea level rise would be permanently inundated (flooded) under these future scenarios.

Figure 31 - Graph of Depth of Flooding Due Sea Level Rise in Area of Interest

Source: UF Geoplan Center [AOI Tool Resilience Report – University of Florida GeoPlan Center](#)

3.2.3 Storm Surge

As a coastal community located along Florida's eastern seaboard, the City of Cocoa faces significant risks from storm surge, which is one of the most destructive components of tropical storms and hurricanes. Storm surge is the abnormal rise in seawater level caused by the high winds and low atmospheric pressure associated with tropical cyclones. This surge can lead to widespread flooding, property damage, and loss of life, especially in low-lying coastal areas.

Understanding the local risks of storm surge in Cocoa is critical for developing effective resilience and mitigation strategies. The City's proximity to the Indian River Lagoon and the Atlantic Ocean makes it particularly vulnerable to storm surge, especially in the event of powerful hurricanes or

tropical storms. Below, we will elaborate on the local storm surge risks specific to Cocoa and the surrounding region.

Storm Surge Characteristics in Cocoa

Storm surge in Cocoa is influenced by several factors, including the intensity of the storm, the shape of the coastline, tides, and the elevation of the land. Given Cocoa's location along the Indian River Lagoon, one of the largest estuaries in the United States, much of the City lies at or near sea level, making it highly susceptible to flooding from storm surge.

Key characteristics of storm surge risks in Cocoa include:

- **Intensity of Storms:** Storm surge is directly related to the strength and size of the storm. Category 1 and 2 hurricanes may produce moderate surge, while Category 3 hurricanes and above can cause catastrophic surge, pushing seawater many miles inland. The City is most vulnerable to major hurricanes (Category 3, 4, and 5), which can produce surges ranging from 5 to 15 feet or more, depending on the storm's characteristics.
- **Geographic Vulnerability:** Cocoa's waterfront areas, including neighborhoods along Indian River Drive and Dixon Boulevard, are particularly at risk due to their proximity to the Indian River Lagoon and the Atlantic Ocean. The City's coastal areas, especially those with elevations near or below 3 feet above sea level, are at higher risk for flooding during storm surge events. Areas like Diamond Square and Broadmore Acres are also prone to flood impacts due to low-lying terrain and outdated stormwater infrastructure.
- **Coastal and Estuarine Conditions:** Cocoa's location along a tidally influenced estuary means that storm surge can be compounded by high tides and the characteristics of the Indian River Lagoon. During strong storms, surge can push water from the lagoon into surrounding neighborhoods, leading to inland flooding that may be exacerbated by higher-than-normal tide levels.
- **Duration of Storm Surge:** The duration of storm surge is also an important factor in the severity of flooding. Long-lasting storm surge, particularly during slow-moving or stationary storms, increases the volume of floodwaters, resulting in more extensive damage to properties, infrastructure, and ecosystems. The City of Cocoa, with its low-lying topography, is vulnerable to prolonged flooding in these circumstances.

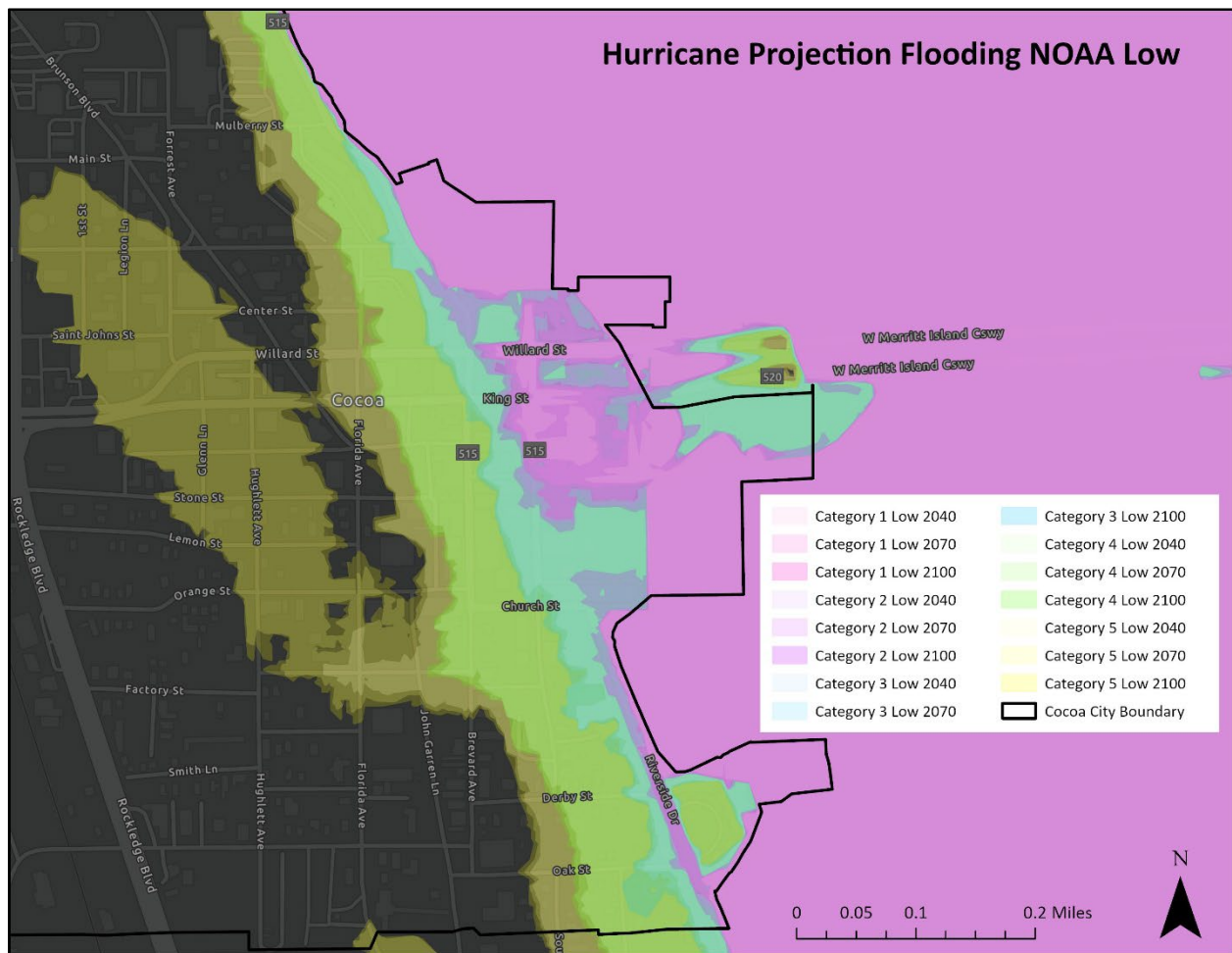
Storm Surge Risk Zones and Impact Areas

The City's vulnerability to storm surge is most pronounced in several high-risk zones that are identified based on historical flooding events, storm surge modeling, and projected sea level rise. These areas are considered storm surge hazard zones where local infrastructure, residential areas, and critical facilities are at significant risk of damage during strong storm events.

- **Indian River Drive and Waterfront Areas:** This area is one of the most vulnerable to storm surge in Cocoa. Due to its proximity to the Indian River Lagoon, these waterfront properties

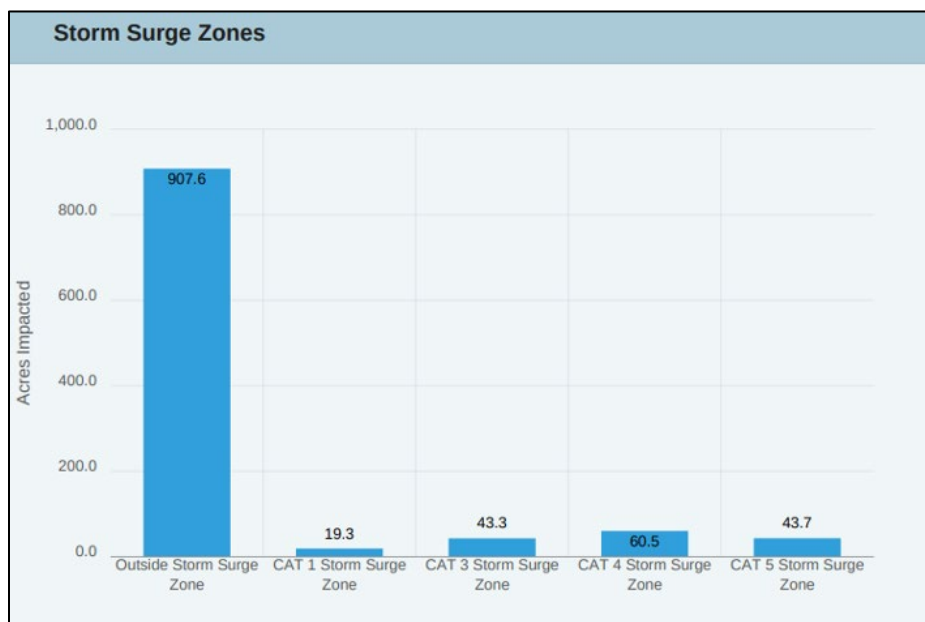
are at high risk of inundation during hurricanes and tropical storms. The mean tidal range of approximately 3.4 feet in this region can exacerbate the impacts of storm surge, pushing floodwaters further inland, especially during higher-than-normal tides.

- **Dixon Boulevard and Downtown Cocoa:** Low-lying neighborhoods along Dixon Boulevard and areas near downtown Cocoa are also highly vulnerable to storm surge impacts. The storm surge can flow along the streets and into residential and commercial buildings, disrupting operations and causing significant damage.
- **Peachtree Street and Diamond Square:** These neighborhoods, located northwest of Downtown Cocoa, are also vulnerable to flooding from storm surge, particularly during hurricanes that track closer to the coast. Although these areas are farther from the direct coastline, their low elevations and proximity to flood-prone areas make them susceptible to tidal and storm surge impacts.
- **Key Infrastructure Areas:** Critical infrastructure, such as wastewater treatment plants, drinking water facilities, and emergency response centers, are also at risk from storm surge. These facilities are often located in coastal or low-lying areas where water levels can rise rapidly during storm events, disrupting essential services. Elevating critical infrastructure and reinforcing flood defenses for these assets is essential for maintaining operational continuity during extreme events.

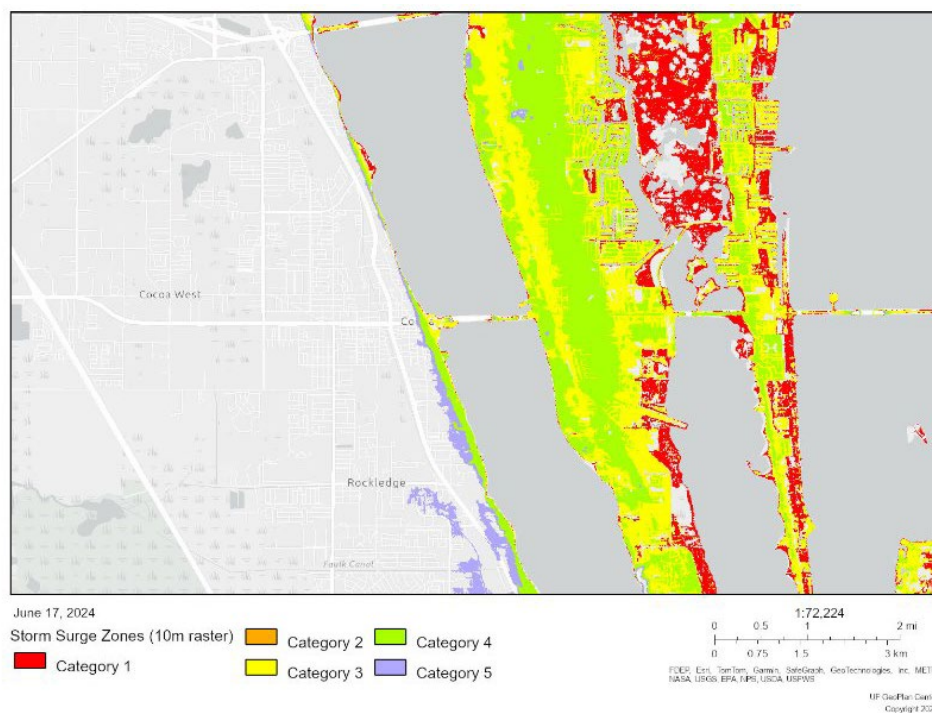
Figure 32 - Hurricane Projection Flooding NOAA Low**Table 12 - Summary of Area of Interest Exposure to Hurricane Storm Surge Categories**

Description	Acres	Relative Area (%)
Outside Storm Surge Zone	907.59	84.47%
CAT 1 Storm Surge Zone	19.30	1.8%
CAT 3 Storm Surge Zone	43.32	4.03%
CAT 4 Storm Surge Zone	60.52	5.63%
CAT 5 Storm Surge Zone	43.71	4.07%

Source: UF Geoplan Center [AOI Tool Resilience Report – University of Florida GeoPlan Center](#)

Figure 33 - Graph of Storm Surge Zones

Source: Florida Division of Emergency Management and Florida's Regional Planning Councils

Figure 34 - Map of Storm Surge Zones

Source: UF FGDL Map Viewer

Storm surge zones were derived from National Hurricane Center SLOSH model runs on NOAA SLOSH basins in Florida. The runs create outputs for all different storm simulations from all points of the compass.

For this analysis, impacts are only calculated for each category. However, impacts should include each lower category of storm surge. For example, a Category 2 storm surge would include the impacts for both Categories 1 and 2.

Historical Storm Surge Events

Cocoa has experienced significant storm surge impacts in the past, highlighting the City's vulnerability to this hazard. For example:

- **Hurricane Helene (2024):** Category 4 with 140 mph winds. Caused significant flooding in Cocoa, specifically in areas that were considered low-risk.
- **Hurricane Milton (2024):** Category 5 with 180 mph winds. Direct track over Cocoa resulted in severe localized flooding.
- **Hurricane Irma (2017):** During Hurricane Irma, the Cocoa area saw substantial storm surge along the waterfront, causing localized flooding, damage to homes, and disruption of transportation routes. While the City was not directly in the eye of the storm, the large size and strength of the hurricane contributed to significant surge that affected several low-lying areas.
- **Tropical Storm Fay (2008):** This storm brought heavy rainfall and elevated tide levels, leading to significant flooding in several neighborhoods, including those along Diamond Square and Indian River Drive. The storm underscored the need for improved stormwater management and flood defenses in Cocoa's coastal areas.

These historical events highlight the need for Cocoa to continue investing in storm surge preparedness and resilience strategies to reduce future impacts.

Mitigation and Resilience Recommendations for Storm Surge

Considering Cocoa's vulnerability to storm surge, several mitigation strategies should be prioritized:

- **Elevating Infrastructure:** Critical infrastructure should be raised to 1-2 feet above anticipated storm surge levels, especially along flood-prone areas like Indian River Drive and Dixon Boulevard. New infrastructure should be built to withstand the anticipated impacts of future storm surge and sea level rise.
- **Coastal Protection Measures:** Seawalls, living shorelines, and dune restoration should be implemented to protect the City's waterfront from storm surge and wave action. Also, breakwater infrastructure like rubblemound breakwaters and vertical wall breakwaters can significantly reduce wave energy, protect shorelines from erosion, and shield coastal infrastructure from storm surge and flooding impacts. Mangrove restoration and wetland

enhancement can provide additional natural protection, stabilizing coastlines and reducing the intensity of storm surge impacts.

- **Storm Surge Floodplain Mapping:** Cocoa should continue to update its floodplain maps to incorporate projected storm surge impacts, particularly in high-risk areas like Dixon Boulevard and Indian River Drive. These updated maps can inform zoning and land-use policies, ensuring that future development is resilient to storm surge risks.
- **Evacuation Planning and Public Safety:** The City must continue to develop and refine its storm surge evacuation plans, particularly for residents in high-risk zones. Improving transportation routes, establishing shelters, and ensuring clear communication during storm events will be critical for protecting vulnerable populations.

3.3.4 Rainfall and Compound flooding

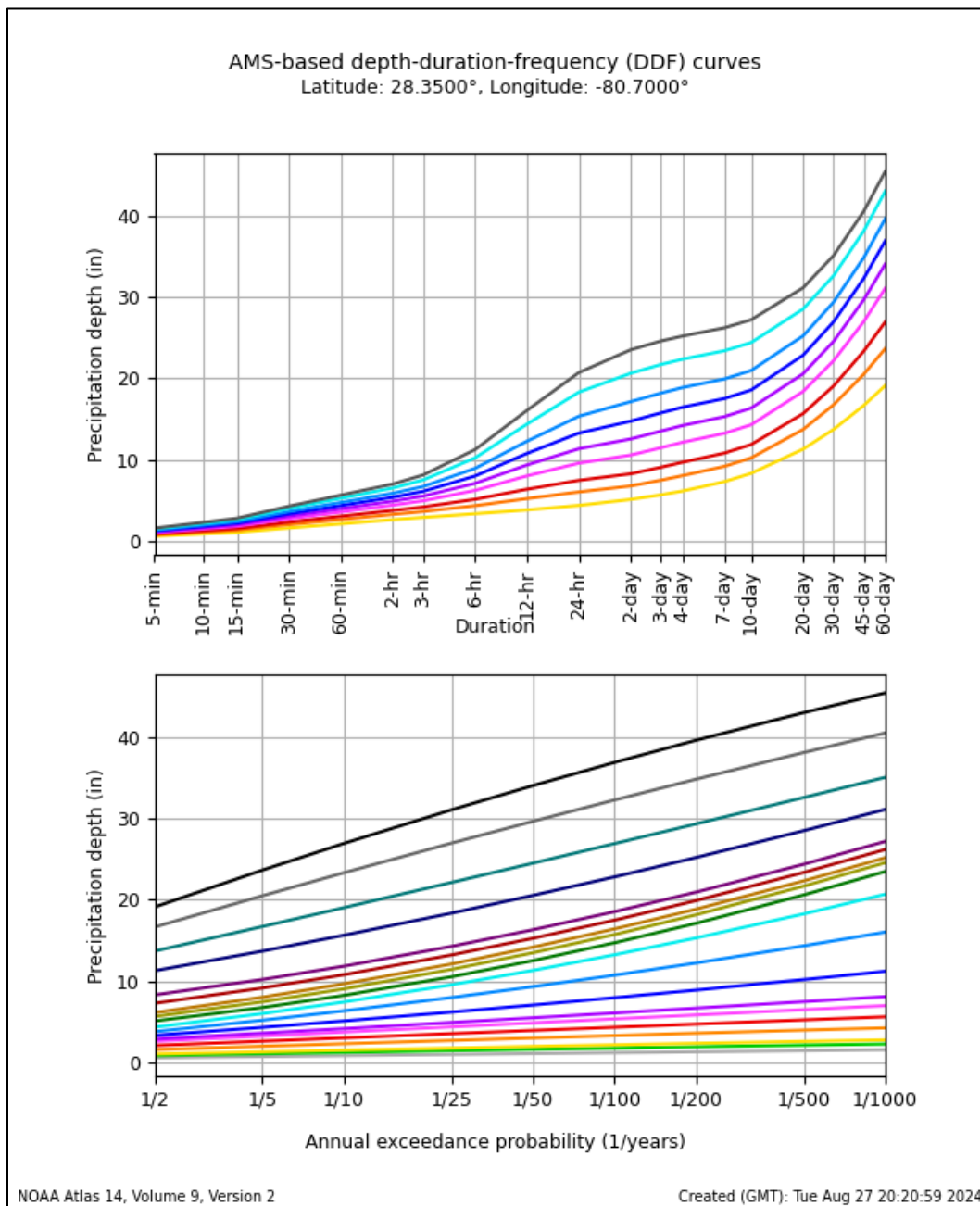
Rainfall represents a secondary flood hazard affecting the City of Cocoa. Rainfall becomes particularly significant when combined with elevated coastal water levels in compound flooding scenarios, where multiple flood sources converge to create more severe and widespread impacts. While the City's stormwater GIS database is current and reliable, comprehensive rainfall-runoff modeling was not conducted due to resource limitations, as such modeling requires significant technical and financial investment beyond data availability to support reliable hydrologic and hydraulic (H&H) modeling.

Given the financial constraints, detailed rainfall flood modeling was not practicable within the scope and timeline of this vulnerability assessment. Instead, this analysis employs a proxy approach using NOAA Atlas 14 precipitation data as the baseline for current conditions, combined with climate-adjusted projections for future scenarios, and utilizes FEMA flood zone overlays to assess potential impacts on critical assets from inland flooding. This section presents the available rainfall analysis and serves as foundational research for future detailed modeling efforts when comprehensive stormwater data becomes available.

Brevard County's FIS was updated January 29, 2021⁷. It has the 1% Annual Chance (100-year) Total Stillwater Elevations for transects along Brevard's Coastal Areas. At Cocoa, an elevation of 3.5 feet NAVD88 aligns closely with NOAA's 1% annual exceedance probability flood level of 3.16 feet (excluding wave run-up), based on transects 459 (north end) and 456 (south end); for all of these locations, the 0.2% (500-year) flood level is estimated at 8 feet.

7

<https://map1.msc.fema.gov/data/12/S/PDF/12009CV001B.pdf?LOC=2b2fed9453d078c007c1d3c15688d5e8>

Figure 35 - AMS-Based Depth-Duration-Frequency (DDF) Curves

Source: [PF Map: Contiguous US](#)

Official Atlas 14 DDF Curves at Station 08-5643, located on Merritt Island just east of Cocoa. Legend entries indicate the return period corresponding to the DDF curves.

Chapter 14-86 of the Florida Administrative Code (FAC) defines a Critical Duration as follows: “Critical Duration” means the length of time of a specific storm frequency which creates the largest volume or highest rate of net stormwater runoff (post-improvement runoff less pre-improvement runoff) for typical durations up through and including the 10-day duration for closed basins, i.e.

without a positive outlet, and up through the 3-day duration for basins with positive outlets. The critical duration for a given storm frequency is determined by calculating the peak rate and volume of stormwater runoff for various storm durations and then comparing the pre-improvement and post-improvement conditions for each of the storm durations. The duration resulting in the highest peak rate or largest net total stormwater volume is the “critical duration” storm (volume is not applicable for basins with positive outlets)⁸.

To meet the above requirement, the rainfall durations selected for updating extreme rainfall include 1 day, 3 days, 5 days, 7 days, and 10 days. These selected durations will be sufficient to meet the requirements of stormwater criteria typically used by state agencies such as FDOT and all the Water Management Districts⁹.

Table 13 - PDS-Based Precipitation Frequency Estimates with 90% Confidence Intervals (in inches)

	Average recurrence interval (years)	
	100 years	500 years
1 Day Duration	13.2 (10.0-17.8)	18.3 (12.8-26.0)
3 Day Duration	15.7 (12.0-20.9)	21.7 (15.4-30.6)
Historical	15.34	23.75

Source: [PF Map: Contiguous US](#)

Table 14 - GCM Scenarios

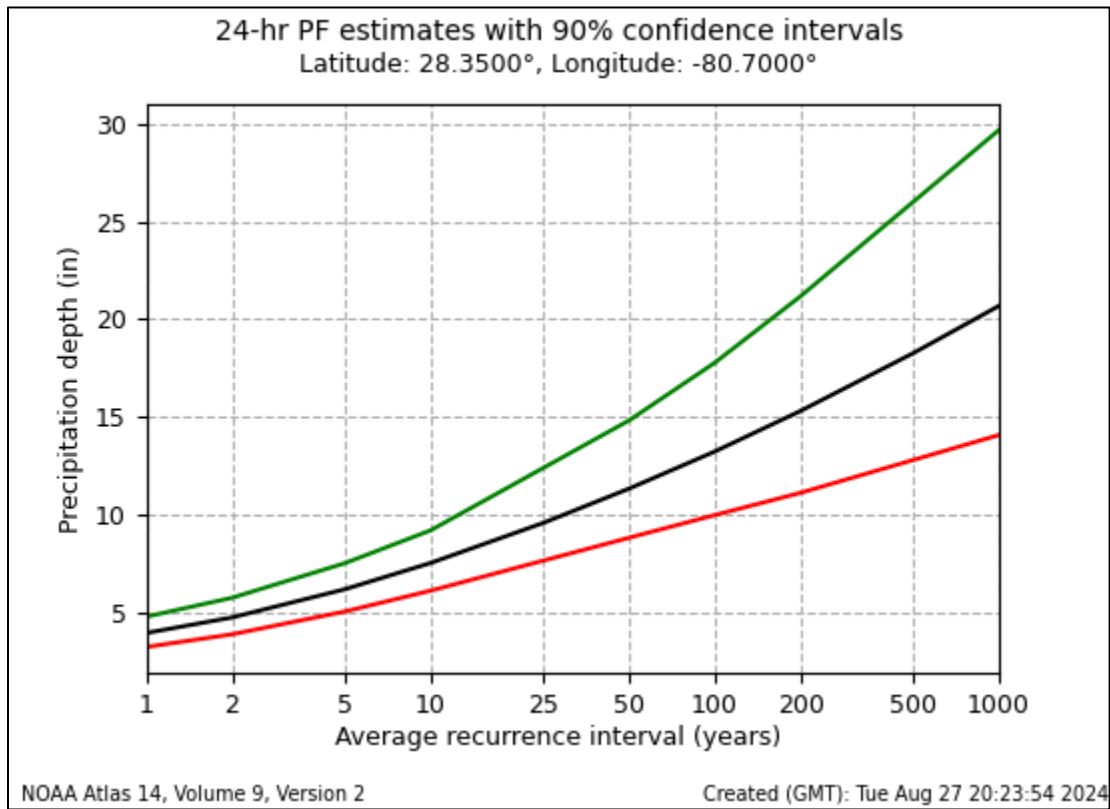
GCM	Scenario	2040		2070	
		24hr, 100yr*	24hr, 500yr*	24hr, 100yr	24hr, 500yr
CESM-LENS	RCP8.5	16.91	27.25	19.18	31.90
ACCESS-ESM1-5	SSP2-4.5	16.60	26.77	20.31	33.74
GFDL-ESM4	SSP2-4.5	16.73	26.97	19.81	32.93
MPI-ESM1-2-LR	SSP2-4.5	18.20	29.26	19.52	32.46
ACCESS-ESM1-5	SSP5-8.5	18.58	29.85	19.10	31.77
GFDL-ESM4	SSP5-8.5	17.14	27.61	16.48	27.53
MPI-ESM1-2-LR	SSP5-8.5	17.53	28.22	18.80	31.29

*Fitted precipitation depths (inches) for the 24-hr, 100-year and 500-year future event in dataset

Source: Flood Hub <https://www.sciencebase.gov/catalog/item/64663405d34ec11ae4a794c2>

⁸ <https://www.flrules.org/gateway/ChapterHome.asp?Chapter=14-86>

⁹ https://environment.fiu.edu/what-we-study/projects/fbc_fiu_finalreport.pdf

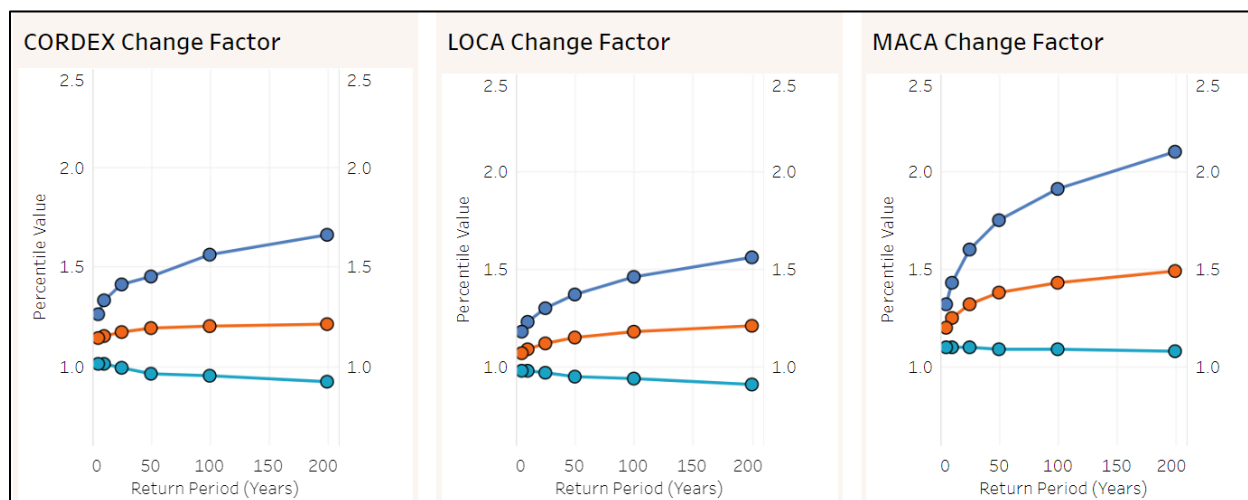
Figure 36 - Graph of 24-hr PF Estimates with 90% Confidence Intervals

Source: Source: [PF Map: Contiguous US](#)

Florida International University (FIU) approach focused on adjusting these curves under future conditions incorporating climate change¹⁰. As specified in the Scope of Work, two future periods (e.g. ~2050, and ~2080) have been considered.

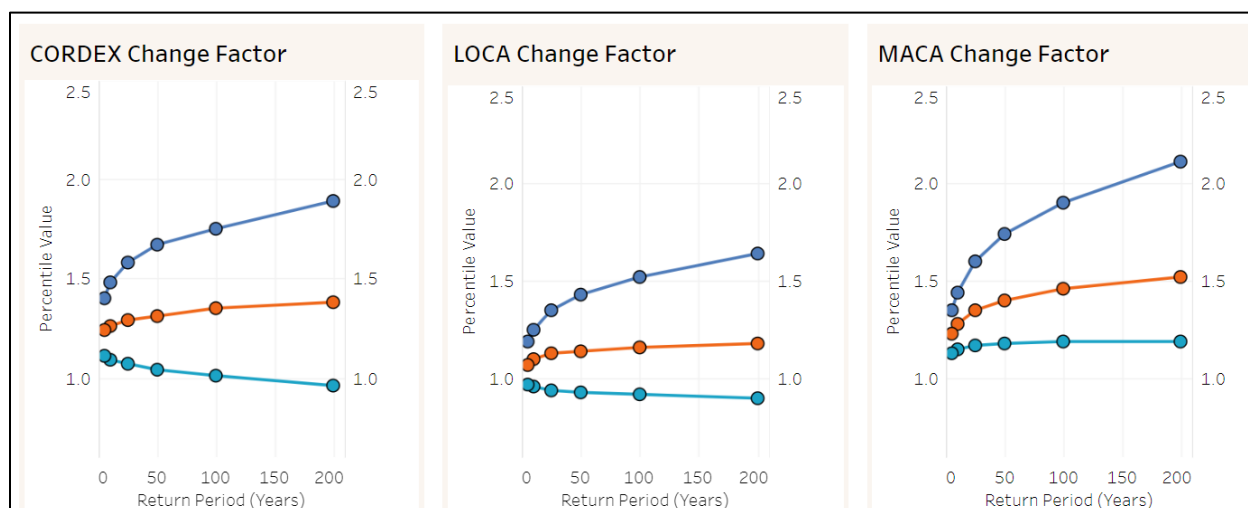
Adjustment of Atlas 14 DDF values using Change Factors (CFs) - application of the CFs for a specific Atlas 14 station requires the identification of its corresponding Climate Division (CD). Tables of Atlas 14 stations show that for the Merritt Station, the CD is 3.

¹⁰ https://environment.fiu.edu/what-we-study/projects/fbc_fiu_finalreport.pdf

Figure 37 - Graphs of Change Factors

Source:

https://public.tableau.com/app/profile/fiu.sea.level.solutions.center/viz/UpdatingtheStatewideExtremeRainfallProjections_16239536901480/FCBRainfallDashboardlight

Figure 38 - Graphs of Change Factors Specific to Merritt Island for 2040 and 2070**Legend**

83rd percentile value:

50th percentile value:

17th percentile value:

Source: https://public.tableau.com/app/profile/fiu.sea.level.solutions.center/viz/UpdatingtheStatewideExtremeRainfallProjections_16239536901480/FCBRainfallDashboardlight

Figures 37 and 38 display three different change factor models in Merritt Island, which is the closest station to Cocoa. CORDEX is the moderate model. Global climate models (aka General circulation models–GCMs–or Earth system models–ESMs) are complex, computer-based, mathematical representations of the Earth’s climate system based on fundamental scientific principles. They are designed to capture the dynamics and interactions of the main components of the climate system

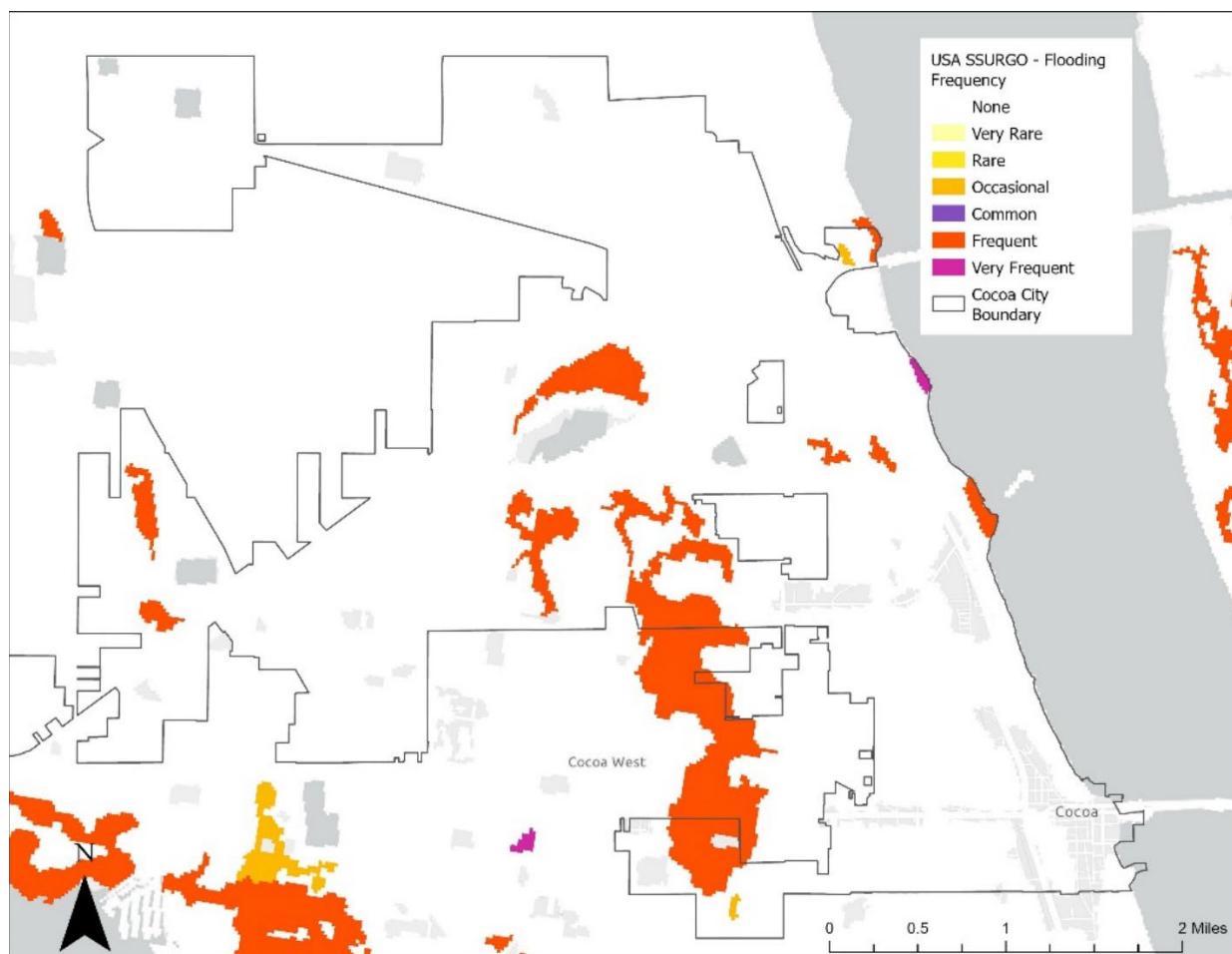
(atmosphere, oceans, land surface and vegetation, sea ice, land ice). GCMs provide realistic simulations of the key physical phenomena at global down to continental scales.

Downscaling is a procedure by which the data from a GCM projection is translated to finer spatial resolution to make it more usable for local and regional analysis and decision-making. LOCA, MACA, BCSD, BCCA, and CORDEX refer to different types of downscaling procedures

The CORDEX-North America CMIP5 projections could be useful for comparing to LOCA-, MACA-, or BCCA-downscaled CMIP5 to see if there are consistent differences in the average climate changes for the location or region of interest.

3.3.5 Groundwater Flooding

Figure 39- Map of Flooding Frequency in Cocoa



Source: USA Soil Survey Geographic (SSURGO)

Groundwater flooding is a growing concern in Cocoa due to the region's low-lying topography and proximity to the Indian River Lagoon. Figure 39 displays the USA Soil Survey Geographic (SSURGO) flooding frequency data in Cocoa, highlighting the Adaptation Action Areas to the east and some areas on the west side of US1 are particularly more vulnerable to frequent flooding events. While

the area is vulnerable to various forms of flooding, including storm surge and heavy rainfall, the probability of extreme storm surge inundation remains low. According to the NOAA National Storm Surge Hazard Maps using the SLOSH Model, Cocoa falls under the "Category 5 Maximum of Maximums (MOM)" scenario with a probability of 0.00, indicating that such an extreme event is highly unlikely under current modeling assumptions. However, this does not eliminate the risk of groundwater flooding, which can still occur due to rising water tables, poor soil drainage, and sea level rise.

4. SENSITIVITY ANALYSIS AND RANKING

The Sensitivity Analysis is a crucial component of the Vulnerability Assessment (VA) process, designed to quantify the impact of flooding on critical assets. This analysis takes the data derived from the Exposure Analysis and applies it to the inventory of critical assets. The primary purpose of the Sensitivity Analysis is to measure the effects of flood severity on each asset class or type at various flood scenarios. It ultimately assigns a risk level to these assets. This risk level is determined by two key metrics: the percentages of land area inundated, and the number of critical assets affected. Additional guidelines and recommendations for performing this analysis can be found in s. 380.093, F.S., and Chapter 2 of the Florida Adaptation Planning Guidebook.

The project team created an initial list of critical and regionally significant assets that are impacted by flooding. This list, Table 15, identifies assets with immediate need and which specific flood scenarios impact each asset. The legend of critical assets categories, include Transportation & Evacuation Routes, Local Assets, Natural Cultural Historical Resources, and Critical Community Emergency Facilities. Definitions of each critical asset is displayed in Appendix A. This specification of assets and associated flood scenarios is a statutory requirement of the Vulnerability Assessment.

Figure 40 visually represent the critical assets that are impacted in different flood zones. The area of interest is also highlighted in Figures 41-45 to show the critical assets that are most vulnerable during various hurricane scenarios. The approximate storm surge depths by hurricane category are as follows:

- Category 1 hurricane depth: 3-6 feet
- Category 2 hurricane depth: 3-6 feet
- Category 3 hurricane depth: 9-12 feet
- Category 4 hurricane depth: 15-20 feet
- Category 5 hurricane depth: 20-42 feet

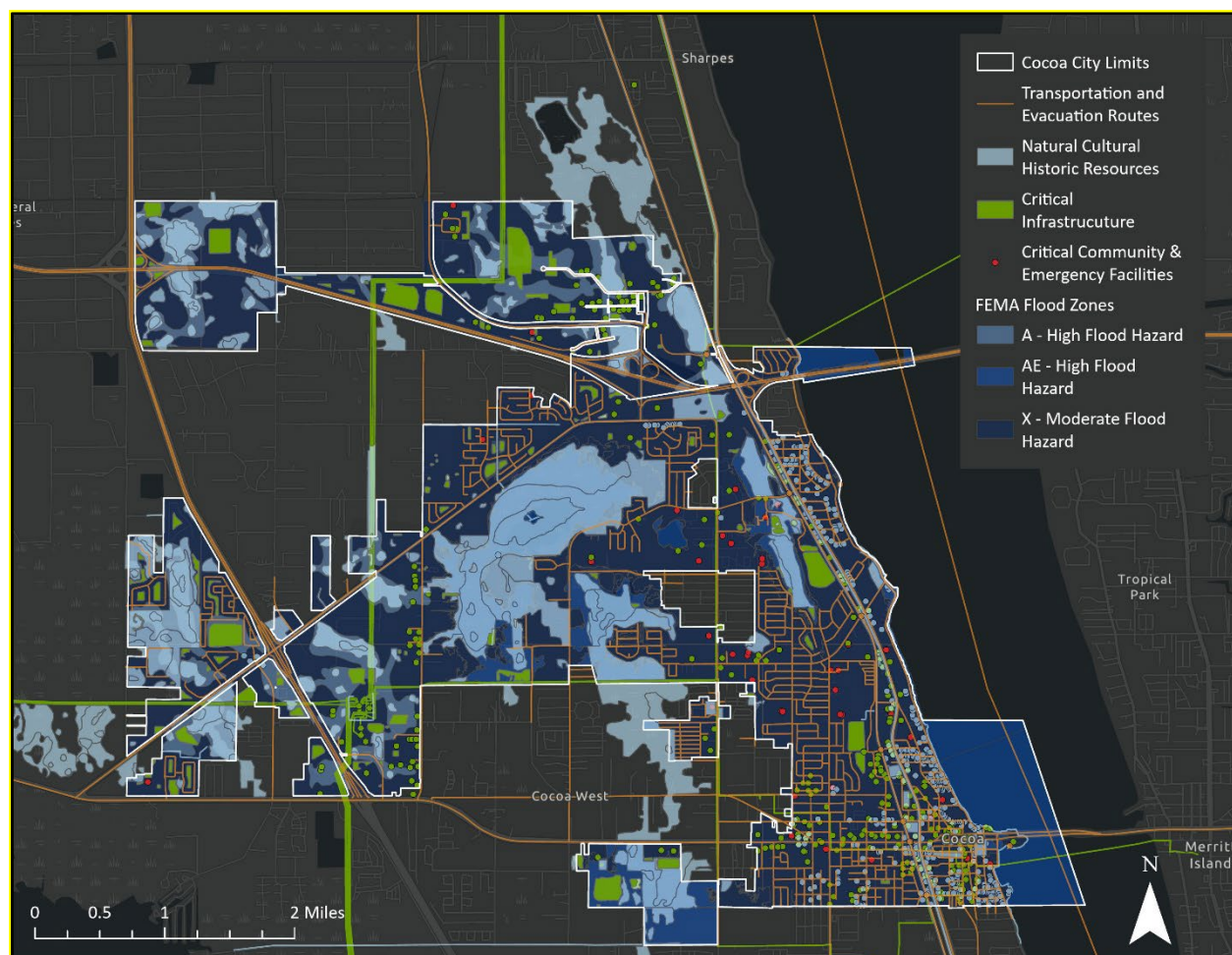
Figure 40 - Map of Critical Assets within FEMA Flood Zones

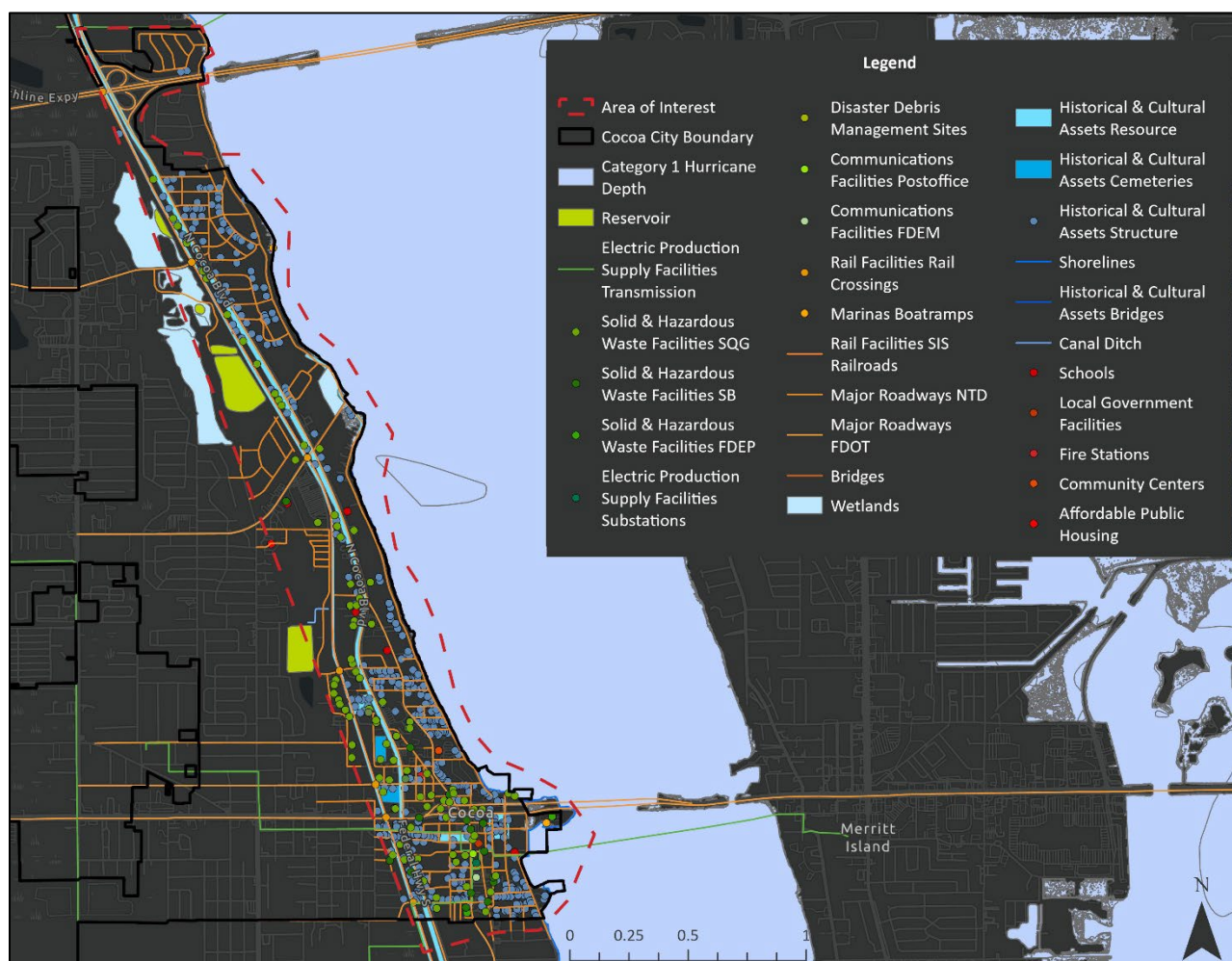
Figure 41 - Map of Category 1 Hurricane (3-6 ft depth) Impact on Critical Assets within AOI

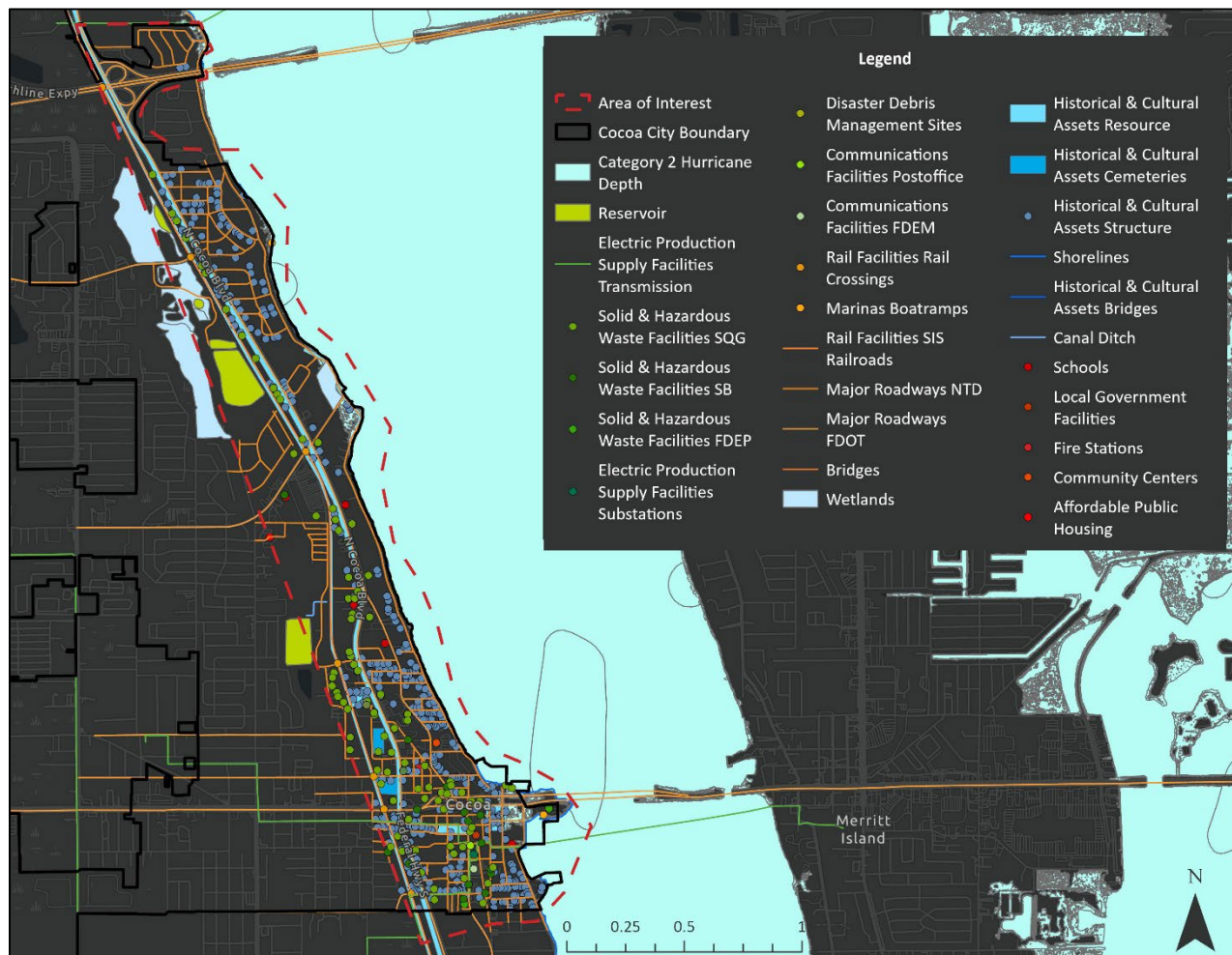
Figure 42 - Map of Category 2 Hurricane (3-6 ft depth) Impact on Critical Assets within AOI

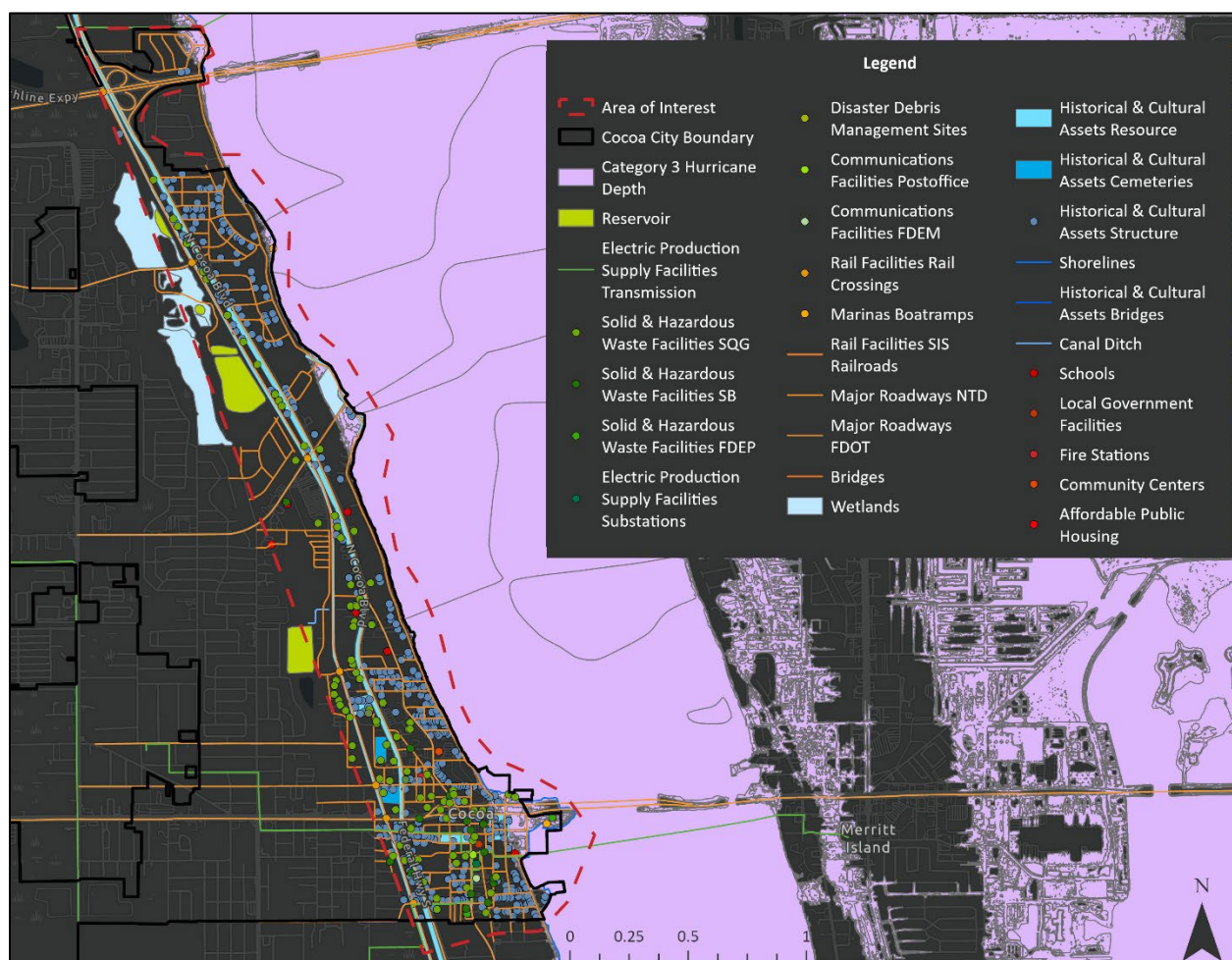
Figure 43 - Map of Category 3 Hurricane (9-12 ft depth) Impact on Critical Assets within AOI

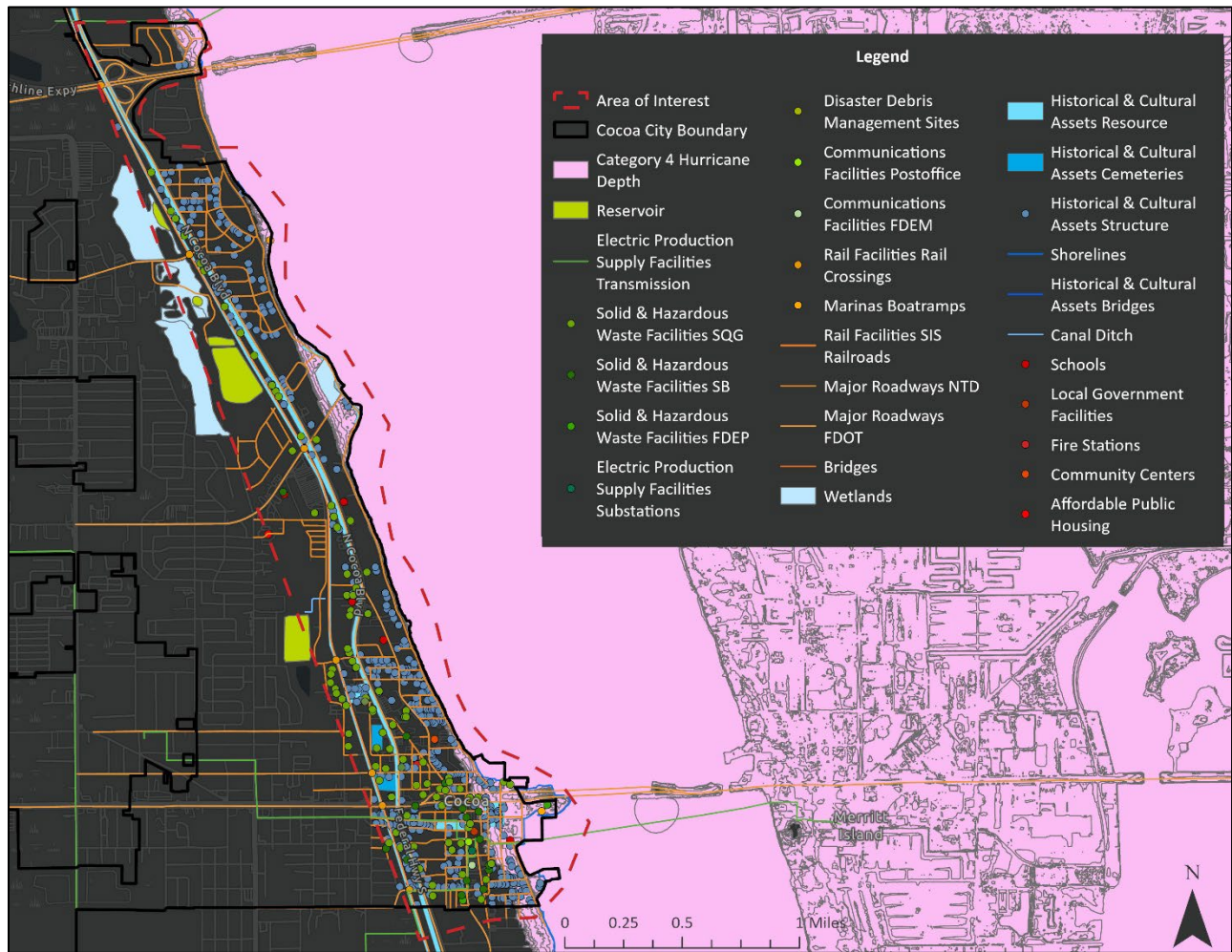
Figure 44 - Map of Category 4 Hurricane (15-20 ft depth) Impact on Critical Assets within AOI

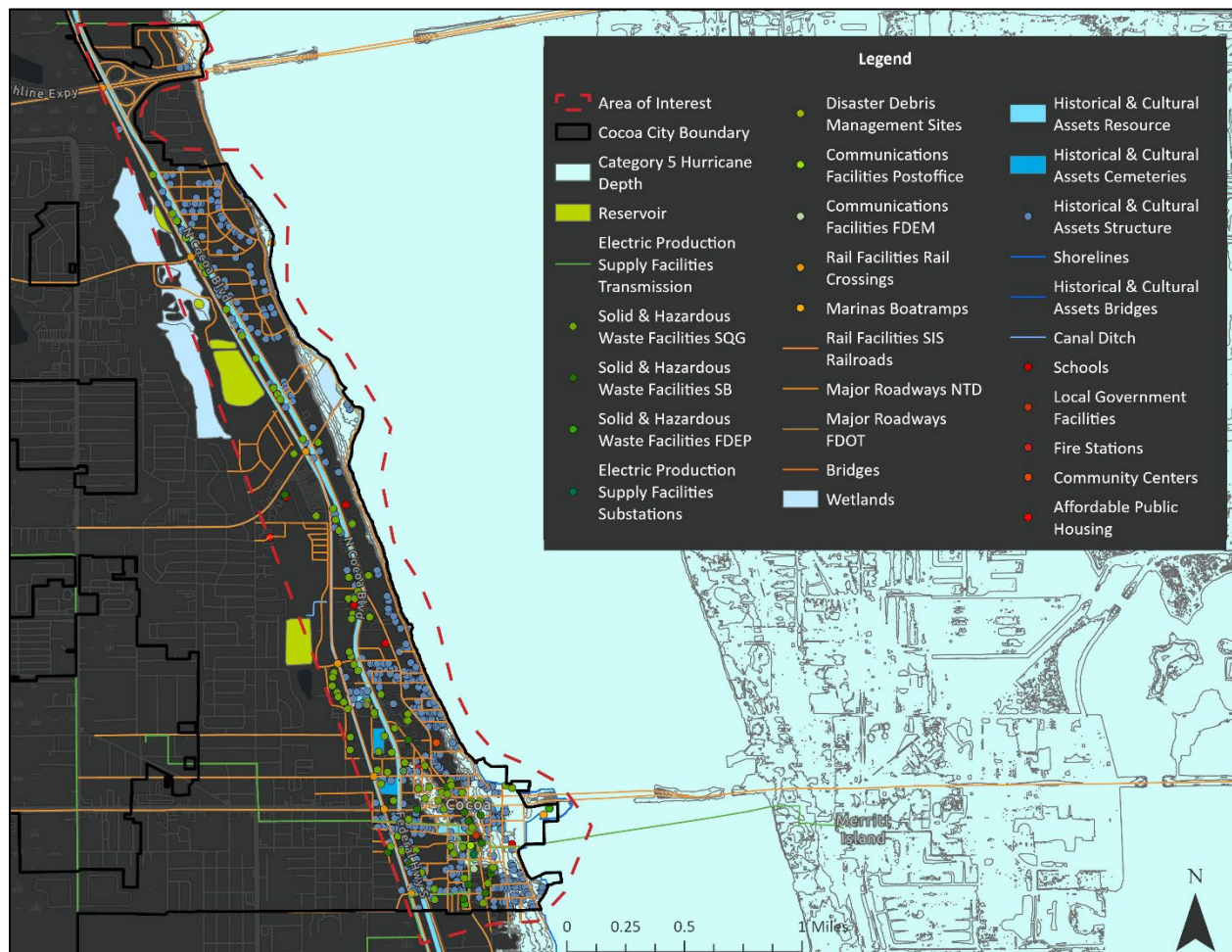
Figure 45 - Map of Category 5 Hurricane (20-42 ft depth) Impact on Critical Assets within AOI

Table 15 - List of Affected Assets

Affected Assets Assessment	Total	Cat 5	Cat 4	Cat 3	Cat 2	Cat 1	Vulnerability
Solid & Hazardous Waste Facilities SQG	95	8	5	3	0	0	High
Solid & Hazardous Waste Facilities SB	18	3	1	0	0	0	Medium
Solid & Hazardous Waste Facilities FDEP	4	2	2	2	0	0	Medium
Electric Production Supply Facilities Substations	1	1	0	0	0	0	Low
Disaster Debris Management Sites	1	1	1	1	0	0	Medium
Communications Facilities Post Office	0	0	0	0	0	0	None
Communications Facilities FDEM	0	0	0	0	0	0	None
Electric Production Supply Facilities Transmission	4	4	2	2	2	0	High
Reservoir	0	0	0	0	0	0	None
Rail Facilities Rail Crossings	0	0	0	0	0	0	None
Marinas Boat Ramps	2	2	2	2	1	1	Extreme
Rail Facilities SIS Railroads	1	1	1	1	1	1	Extreme
Major Roadways NTD	229	100+	50+	22	15	5	Extreme
Major Roadways FDOT	15	6	4	4	4	4	Extreme
Bridges	4	2	2	2	2	2	Extreme
Historical & Cultural Assets Structure	402	400	200+	100+	3	1	Extreme
Canal Ditch	0	0	0	0	0	0	None
Shorelines	23	23	23	23	23	23	Extreme
Historical & Cultural Assets Bridges	4	2	2	2	2	2	Extreme
Wetlands	8	1	1	1	1	1	Extreme
Historical & Cultural Assets Resource	4	3	2	2	2	1	Extreme
Historical & Cultural Assets Cemeteries	0	0	0	0	0	0	None
Schools	5	1	1	1	0	0	Medium
Local Government Facilities	0	0	0	0	0	0	None
Fire Stations	0	0	0	0	0	0	None
Community Centers	2	1	0	0	0	0	None
Affordable Public Housing	0	0	0	0	0	0	None

Legend

Critical Infrastructure

	Transportation & Evacuation Route
	Local Assets
	Natural Cultural Historical Resources
	Critical Community Emergency Facilities

This extensive table provides a granular assessment of specific asset types and their vulnerability across different flood categories. For each asset class (e.g., Water Utility Conveyance Systems, Solid & Hazardous Waste Facilities, Electric Production Supply Facilities, Major Roadways, Bridges, Historical & Cultural Assets, Schools, etc.), the table indicates:

- Whether the asset is affected in various flood categories (Cat 5, Cat 4, Cat 3, Cat 2, Cat 1).
- The count of affected assets within that class for each flood category (e.g., "Yes 1/1" meaning 1 out of 1 asset is affected, or "Yes 100+/232" meaning over 100 out of 232 assets are affected).
- An overall Vulnerable Assessment for each asset class, categorizing its risk as Low, None, High, Medium, or Extreme.

Examples from this table include:

- Marinas Boatramps and Rail Facilities SIS Railroads are assessed as Extreme vulnerability, being affected across all categories (Cat 1 through Cat 5).
- Major Roadways NTD and FDOT, as well as Bridges and Shorelines, are also shown to have Extreme vulnerability, with significant numbers of assets affected across various flood categories.
- In contrast, Wastewater Treatment Facilities & Lift Stations, Communications Facilities (Postoffice, FDEM), and Local Government Facilities are listed as having no vulnerability, with no assets affected in any category.
- Other assets like Solid & Hazardous Waste Facilities (SQG, SB, FDEP), Electric Production Supply Facilities (Substations), and Schools show varying degrees of vulnerability from Low to High, depending on the specific asset and flood category.

Table 16 - Flood Inundation Damage and Risk Assessment Percentages

Overall Risk Assessment	Area of Interest Critical Assets Affected (percentage of total assets)
Extreme	34%
High	7%
Medium	14%
Low	7%
None	38%

Table 16 provides a high-level overview of the overall risk assessment across the area of interest. It categorizes risk by:

- Extreme: Representing 34% of the area.
- High: Representing 7% of the critical assets affected.
- Medium: Representing 14% of the critical assets affected.
- Low: Representing 7% of the critical assets affected.
- None: Representing 38% of the area.

Table 16 essentially quantifies the distribution of risk across the affected area and the proportion of critical assets falling into each risk category.

It is recommended that the critical assets affected by Category 1 hurricanes, in Table 17, should be incorporated into the City of Cocoa's future Capital Improvement Plan (CIP). These projects should be prioritized to enhance long-term resilience and protecting public infrastructure. By identifying these critical assets that are impacted at 3 to 6 feet of flooding, the City can strategically allocate funding toward mitigation projects that reduce service disruptions and economic losses during future storm events.

Table 17 - Affected Assets During a Category 1 Hurricane

Critical Asset	Name
Marinas Boat Ramps	Lee Wenner Park
Rail Facilities SIS Railroads	FEC Mainline
Major Roadways NTD	Delannoy Ave
Major Roadways NTD	Indian River Dr
Major Roadways NTD	River Point Dr
Major Roadways NTD	Harrison St
Major Roadways NTD	Riveredge Blvd
Major Roadways NTD	Dixon Blvd
Major Roadways FDOT	Willard St
Major Roadways FDOT	SR520
Major Roadways FDOT	Rockledge Blvd
Major Roadways FDOT	SR528
Bridges	Merrit Island Causeway
Bridges	The Hurbert H. Humphrey Bridge
Historical & Cultural Assets Structure	Dixon Home
Historical & Cultural Assets Bridges	Merrit Island Causeway
Historical & Cultural Assets Bridges	The Hurbert H. Humphrey Bridge
Wetlands	Mixed Wetland Hardwoods
Historical & Cultural Assets Resource	Indian River Dr

The sensitivity analysis, through these detailed tables and maps, provides a clear and comprehensive understanding of which critical assets are most susceptible to flooding at different severity levels, thereby informing prioritization for future planning and mitigation efforts.

5. CONCLUSION AND RECOMMENDATIONS

The vulnerability assessment conducted for the City of Cocoa has provided a comprehensive understanding of the current and future flood risks posed by sea level rise, storm surge, and heavy rainfall. Cocoa, like many coastal communities, faces significant challenges in maintaining resilience to these hazards, especially as climate change continues to intensify the frequency and severity of extreme weather events.

By identifying vulnerable infrastructure, flood-prone areas, and critical assets, this assessment offers a roadmap for both immediate and long-term adaptation strategies that will protect Cocoa's residents, economy, and infrastructure. To enhance the City's resilience, the following recommendations and mitigation strategies are proposed.

5.1 Importance of Developing Mitigation Strategies

Developing robust mitigation strategies is not only essential for protecting the City of Cocoa from immediate and future climate-related risks, but it also plays a critical role in ensuring the long-term sustainability and resilience of the community. As sea level rise, storm surge, and extreme rainfall events continue to intensify, mitigation strategies serve as proactive measures that reduce the overall risk of flooding, minimize infrastructure damage, and safeguard public health and safety. Below, we explore several key reasons why developing and implementing effective mitigation strategies is vital for Cocoa.

5.1.1 Reducing the Economic Impact of Flooding

Flooding has significant financial implications for communities. The costs associated with flood damage—including repairs to infrastructure, loss of property value, and disruptions to businesses—can be astronomical. By investing in mitigation strategies, such as upgrading stormwater management systems and reinforcing critical infrastructure, Cocoa can avoid the high costs associated with flood recovery. For example, replacing outdated drainage systems and elevating vulnerable infrastructure reduces the likelihood of damage during extreme weather events, ultimately saving the City and its residents from costly repairs and rebuilding efforts in the future.

Moreover, Cocoa's economic stability is closely tied to the resilience of key sectors such as tourism, transportation, and local businesses. Ensuring these sectors remain operational during and after storms is essential for maintaining the City's economic vitality. Mitigation measures, including enhanced flood defenses along the waterfront and stronger evacuation routes, can save lives and prevent interruptions in business operations, reduce revenue losses, and ensure continuity in services.

5.1.2 Protecting Vulnerable Communities

Certain segments of Cocoa's population, particularly low-income residents, elderly individuals, and those without access to transportation, are disproportionately vulnerable to the impacts of flooding and sea level rise. These communities often live in flood-prone areas with limited resources to mitigate risk on their own. Developing targeted mitigation strategies, such as enhancing flood resilience in Diamond Square and other at-risk areas, ensures that these vulnerable populations are better protected.

Mitigation measures that focus on improving stormwater infrastructure in these neighborhoods, as well as providing retrofitting programs for homes, will significantly reduce the risk of flooding and displacement. These efforts not only protect vulnerable residents but also help create more equitable conditions for all citizens. By addressing the needs of the most at-risk communities, Cocoa can strengthen the social fabric of the City and promote a more resilient and inclusive future.

5.1.3 Enhancing Public Safety and Health

Flooding events pose direct threats to public safety, including risks of drowning, injury, and the spread of waterborne diseases. Additionally, flooded areas often result in contaminated water supplies, exacerbating health risks in the aftermath of storms. Effective mitigation strategies—such as elevating critical infrastructure (e.g., water treatment plants and emergency response centers), installing stormwater management systems, and implementing green infrastructure—help reduce floodwaters' impacts on these vital services.

Investing in mitigation strategies also strengthens emergency response systems. Enhanced flood forecasting tools and communication systems, supported by NOAA's tidal flood data and precipitation patterns, will enable the City to provide timely warnings to residents and mobilize resources more efficiently. This preparedness is crucial for minimizing the loss of life and ensuring that residents receive the support they need during emergencies.

5.1.4 Supporting Climate Adaptation and Long-Term Resilience

The City of Cocoa is facing a future where climate change will continue to exacerbate existing vulnerabilities, including sea level rise, storm surge, and extreme weather events. Without effective mitigation strategies, Cocoa may experience increased flooding, which will affect the City's ability to function effectively, disrupt essential services, and damage infrastructure. By developing forward-looking mitigation strategies, Cocoa can proactively adapt to these changes, rather than reacting to crises as they occur.

Mitigation measures that account for future sea level rise projections and NOAA precipitation data enable the City to plan and build with foresight. Adapting infrastructure to account for sea level rise by incorporating natural defenses, restoring shorelines, or creating living shorelines, will ensure that

Cocoa's built environment can withstand the future. By thinking ahead, the City can create a more sustainable and resilient urban landscape that thrives despite a changing climate.

5.1.5 Enhancing Community Engagement and Participation

Developing and implementing effective mitigation strategies requires broad community involvement and stakeholder engagement. Cocoa's vulnerability assessment process has already benefited from input from local residents, businesses, and community organizations. However, ongoing dialogue is essential for ensuring that mitigation strategies align with community priorities and that residents are equipped to take action in their own homes and neighborhoods.

Community-based mitigation strategies—such as homeowner retrofitting programs, floodplain education, and green infrastructure initiatives—empower individuals and businesses to participate actively in flood risk reduction. When community members are engaged in resilience-building efforts, they are more likely to support and sustain these efforts, leading to more effective long-term outcomes.

5.1.6 Securing Funding for Resilience Initiatives

Securing funding for the implementation of mitigation strategies is one of the most pressing challenges that local governments face in the context of climate adaptation. However, the development of clear, actionable mitigation plans greatly enhances the City's ability to attract funding from federal and state programs such as the Resilient Florida Grant Program, Hazard Mitigation Grant Program, and Florida Department of Emergency Management.

By establishing a robust mitigation framework, Cocoa positions itself to access funding opportunities that can help offset the costs of implementing the necessary infrastructure upgrades and resilience-building projects. Securing such funding not only reduces the financial burden on the City but also ensures that key projects are completed in a timely manner, further enhancing the City's long-term flood resilience.

5.2 Mitigation Strategies

5.2.1 Mitigation Strategy 1: Upgrading Stormwater Management Systems

The objective of developing several mitigation strategies is to improve Cocoa's ability to manage heavy rainfall and stormwater runoff, which is essential for reducing flooding risks in both current and future conditions.

Key Actions:

- **Upgrade Drainage Infrastructure:** Some areas in Cocoa, particularly waterfront zones and older neighborhoods experience flooding due to inadequately sized stormwater drainage systems. Upgrading the drainage pipe sizes, improving retention pond capacities, and

expanding stormwater storage capacity will help manage peak water flows more effectively during intense rainfall events.

- **Implement Green Infrastructure:** In addition to traditional stormwater systems, incorporating green infrastructure such as bioswales, rain gardens, and permeable pavement in key urban areas will enhance water infiltration, reduce runoff, and improve water quality. These natural systems complement traditional stormwater management infrastructure and increase the City's ability to absorb excess rainfall.
- **Develop Resilience-focused Floodplain Management:** Update and enforce floodplain regulations to ensure that new developments are designed with flood resilience in mind. Expanding floodplain boundaries based on current NOAA Atlas 14 precipitation data and projected sea level rise will help ensure that new construction is resilient to future flooding scenarios.

Expected Benefits:

- Increased capacity to handle extreme rainfall events, reducing localized flooding and property damage.
- Enhanced flood protection for vulnerable populations, including low-income and elderly residents.
- Improved public health outcomes by reducing standing water and waterborne disease risks.

5.2.2 Mitigation Strategy 2: Strengthening Coastal and Tidal Flooding Defenses

Objective:

Adapt to rising sea levels and tidal flooding through enhanced coastal defenses and strategic infrastructure improvements.

Key Actions:

- **Elevate Critical Infrastructure:** The City should prioritize elevating key infrastructure and critical assets, such as wastewater treatment facilities, drinking water plants, and emergency response centers, above anticipated flood levels. Based on NOAA tidal flood data, vulnerable infrastructure should be raised by at least 1-2 feet above current high tide levels to mitigate the impacts of future tidal flooding.
- **Install Coastal Protection Systems:** Develop and implement coastal protection systems such as seawalls, living shorelines, and tidal gates along the most vulnerable waterfront areas, especially along Indian River Drive and Dixon Boulevard, to protect against storm surge and tidal flooding. Incorporating natural solutions like mangrove restoration and salt marsh protection will not only reduce flood risk but also enhance the local ecosystem, providing long-term ecological benefits.

- **Enhance Flood Warning and Evacuation Systems:** In areas particularly at risk from tidal flooding, such as Trident Pier, integrate real-time flood monitoring systems with improved evacuation routes. These systems, supported by NOAA's remote tide gauge data, will allow for more accurate flood predictions and provide timely warnings to residents in flood-prone areas.

Expected Benefits:

- Reduced vulnerability of critical infrastructure and public facilities to tidal flooding and sea level rise.
- Enhanced protection for residential neighborhoods, particularly in low-lying and waterfront areas.
- Improved public safety through better flood forecasting and evacuation procedures.

5.3 Additional Recommendations

5.3.1 Strengthen Community Engagement and Education

Incorporating community engagement into resilience planning is vital for ensuring broad support and active participation in climate adaptation efforts. The City should continue to engage local residents, especially in vulnerable communities, by hosting educational workshops, developing targeted outreach campaigns, and promoting the benefits of flood-resilient building practices. This can be supplemented with financial incentives for homeowners and businesses to retroactively improve flood protection measures.

5.3.2 Secure Additional Funding and Grants

Securing funding from state and federal programs, including the Hazard Mitigation Grant Program (HMGP) and the Resilient Florida Grant Program, is crucial for financing the recommended infrastructure upgrades and resilience measures. By aligning project proposals with current funding opportunities, Cocoa can accelerate its adaptation initiatives while minimizing financial strain on local taxpayers.

5.3.3 Update and Expand Climate Resilience Plans

Cocoa's existing resilience plans should be periodically updated to incorporate new data on sea level rise, storm surge, and flooding projections. This includes adopting the latest NOAA precipitation data, tidal flooding trends, and sea level rise projections into planning and capital improvement processes. Expanding the Coastal Management Element of the Comprehensive Plan to include clear adaptation strategies for climate hazards will help guide future development and resource allocation.

In process of updating climate resilience plans, Cocoa can utilize the Climate Resilient City Tool (CRCTool) to help create a more resilient and attractive city¹¹. The CRCTool has been developed to support the collaborative planning of climate adaptation measures. The tool can be used in design workshops and individually by urban planners, landscape architects, water managers, civil engineers, local stakeholders and other experts to create conceptual designs. Participants can use the tool to select adaptation interventions, situate them in their project area and immediately obtain an estimate of their effectiveness and costs.

The CRC Tool includes 62 adaptation measures for ecosystem-based adaptation – also called blue-green infrastructure such as green roofs, bioswales, porous pavement and water squares-, a selection tool for ranking measures based on their applicability and an assessment tool to estimate the effectiveness of applied adaptation measures.

The CRC Tool estimates the performance of the measures for a number of key metrics, e.g. created storage capacity, frequency reduction of the normative runoff, heat stress reduction, extra groundwater recharge, water quality effects and costs. Performance is determined for each adaptation measure separately as well as for total package of measures.

5.4 Conclusion

In conclusion, the City of Cocoa is at a critical juncture in its efforts to enhance resilience against flooding and sea level rise. By implementing the proposed mitigation strategies—upgrading stormwater management systems and strengthening defenses against tidal flooding—Cocoa can effectively address both current vulnerabilities and future climate risks. The combination of infrastructure improvements, enhanced community engagement, and secure funding will ensure that Cocoa remains a resilient, sustainable community for future generations.

¹¹ <https://crctool.org>

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Appendix A: Asset Type Descriptions

The following provides a list with definitions of critical asset data in accordance with Subsection 380.093, F.S. for assessing the vulnerability of critical community and environmental assets to sea level rise, high tide flooding, storm surge, and rainfall events.

Transportation and Evacuation Routes Airports

Description: Airports are all areas that are authorized for aircrafts take-offs and landings, including helipads.

Source: Florida Division of Emergency Management

Bridges

Description: A bridge is a structure built to span a physical obstacle (such as a body of water, wetland, road, or rail) without blocking the way underneath.

Source: Florida Department of Transportation

Bus Terminals

Description: Bus terminals refer to any premises for storage or parking of buses or the loading and unloading of passengers.

Sources: Department of Transportation, Division of Emergency Management

Major Roadways

Description: All roadway segments, including FDOT, other public roads, and some private roads. Includes identifying attribute for evacuation route

Sources: Florida Department of Transportation for FDOT roads, USGS National Transportation Dataset (NTD) for local and private roads

Marinas and Boat Ramps

Descriptions: Marina is a dock or basin providing secure moorings for boats, possibly with supply, repair, and other facilities. Boat ramp refers to any graded slopes, slabs, pads, or planks used for launching boats.

Sources: Florida Department of Transportation, Division of Emergency Management

Ports

Description: A port is a maritime facility comprising one or more loading areas where ships load and discharge cargo and/or passengers.

Source: Putnam County

Rail Facilities

Description: Any land, buildings, or equipment of the rail system which primarily operate to provide services to the passengers. This includes the CSX line and all rail crossings of roads as separate features in the data.

Sources: National Transportation Atlas Database (NTAD)

Critical Infrastructure Communication Facilities

Description: Refers to any and all public and private instrumentalities used in the transmission of information or data, including post offices.

Sources: Florida Division of Emergency Management

Disaster Debris Management Sites

Description: Refers to a site that acts as a temporary staging area for debris that has accumulated after the occurrence of a disaster.

Sources: Florida Division of Emergency Management

Drinking Water Facilities

Description: Refers to public supply facilities that produce and distribute drinking water to the surrounding community; includes public supply well locations and public supply treatment plants.

Sources: Florida Department of Environmental Protection

Electric Production and Supply Facilities

Description: an electricity generating or distribution facility. There are separate layers for: transmission lines, Substations, and power generation facilities (including solar) from EPA.

Sources: Department of Homeland Security (DHS) Homeland Infrastructure Foundation-Level Data (HIFLD) and EPA.

Solid and Hazardous Waste Facilities

Description: A site, location, tract of land, installation, or building used for incineration, composting, sanitary landfilling, or other methods of disposal of solid wastes, or, if the solid wastes consist of scrap tires, for collection, storage, or processing of the solid wastes; or for the transfer of solid wastes.

Sources: Florida Department of Environmental Protection and EPA

Stormwater Treatment Facilities and Pump Stations

Description: Stormwater management facility means a facility or other technique used to reduce volume, flow rate, or pollutants from stormwater runoff. Stormwater facilities is interpreted broadly

here to include any relevant stormwater assets. FDOT-District 2 linear treatment stormwater facilities and ponds were combined with all reservoir features from USGS National Hydrography Dataset.

Sources: Florida Department of Transportation – District 2, USGS National Hydrography Dataset (reservoirs)

Wastewater Treatment Facilities and Lift Stations

Description: A plant or system for sewage treatment and disposal, not including septic systems, that consists of treatment works, disposal works and pumping stations.

Sources: Florida Department of Environmental Protection, Lift Stations from Putnam County and City of Palatka

Water Utility Conveyance Systems

Description: Refers to above-ground public water supply for potable water supply (water tanks most commonly).

Sources: Florida Department of Environmental Protection

Critical Community and Emergency Facilities Affordable Public Housing

Description: Refers to areas that provide safe rental housing for eligible low-income families, the elderly, and/or persons with disabilities.

Sources: Florida Housing Data Clearinghouse

Colleges and Universities

Description: Refers to community colleges, technical schools, liberal arts colleges, and institutions that offer both undergraduate and graduate programs.

Sources: Florida Division of Emergency Management

Community Centers

Description: Refers to facilities that allow members of the community to congregate, whether for recreation or education.

Sources: Florida Division of Emergency Management

Correctional Facilities

Description: Refers to a jail, prison, or other facility used to house people who have been arrested, detained, or convicted by a criminal justice agency or court.

Sources: Florida Division of Emergency Management

Disaster Recovery Centers

Description: Disaster Recovery Centers provide disaster survivors with information from the relevant Florida state agencies and FEMA and the U.S. Small Business Administration.

Source: Florida Division of Emergency Management

Emergency Medical Service Facilities

Description: Refers to an institution licensed to provide emergency medical services.

Sources: Florida Division of Emergency Management

Emergency Operation Centers

Description: Refers to a central command and control facility responsible for carrying out emergency management and ensuring the mission continuity of operation.

Source: Florida Division of Emergency Management

Fire Stations

Description: Refers to a structure or other area for storing firefighting apparatuses such as fire engines and related vehicles, personal protective equipment, fire hoses and other specialized equipment.

Sources: Florida Division of Emergency Management, Putnam County

Health Care Facilities

Description: A building where there is provision of care or treatment of diseases, whether physical, mental, emotional, or some other physiological or psychological condition.

Sources: Florida Division of Emergency Management

Hospitals

Description: Refers to an institution providing medical treatment, surgical treatment, and nursing care for sick or injured people.

Sources: Florida Division of Emergency Management

Law Enforcement Facilities

Description: Refers to a place of operation for a municipal police department, county sheriff's office or other law enforcement agency.

Sources: Florida Division of Emergency Management, Putnam County

Local Government Facilities

Description: A building or facility constructed by, on behalf of, or for use by, a county, city, school district, school corporation or combination thereof, or an executive board, commission, bureau, division, office, or department of the state.

Sources: Florida Division of Emergency Management, Putnam County

Risk Shelter Inventory

Description: Refers to one or more structures designed to provide persons with temporary protection from a storm.

Sources: Florida Division of Emergency Management

Schools

Description: Refers to facilities that provide education services, including public and private schools.

Sources: Florida Division of Emergency Management, Putnam County

State Government Facilities

Description: Refers to a building, laboratory, facility, room, dormitory, hall, or other structure owned, licensed as a licensee, leased as a tenant, or lawfully occupied by an applicable government entity.

Sources: Florida Division of Emergency Management

Natural, Cultural, and Historic Resources Conservation Lands

Description: Refers to areas that have been set aside by either local or federal entities to conserve, protect, manage, or restore important ecosystems and habitats.

Sources: Florida Natural Areas Inventory (FNAI)

Cultural and Historic Resources

Description: Sites, buildings, structures, and/or landscapes that are important to a community's history are considered cultural or historic resources. Includes data layers for Historic Bridges, Historic Cemeteries, Historic Structure Locations, and Resource Groups in Florida.

Sources: Bureau of Archaeological Research

Parks

Description: Refers to open space for community members to enjoy the outdoors. Spatial data layers include Florida State Parks and also structures/buildings on state park lands.

Sources: Florida Department of Environmental Protection

Shorelines

Description: Refers to the line along which a large body of water meets the land.

Sources: Florida Fish and Wildlife Conservation Commission

Surface Waters

Description: Refers to water on the surface, contained in built infrastructure or natural features.

Sources: USGS National Hydrography Dataset

Wetlands

Description: Refers to areas that are saturated enough by surface water or ground water to support a prevalence of vegetation usually found in wetland/saturated soils.

Sources: Florida Department of Environmental Protection

RESOLUTION NO. 2026-008

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, ACCEPTING THE FINAL VULNERABILITY ASSESSMENT, IN COMPLIANCE WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) GRANT WORKPLAN NUMBER 24PLN48; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, to better understand the City of Cocoa's flood vulnerabilities, the City applied for and was awarded a Resilient Florida Planning Grant in 2024, to develop the City's Vulnerability Assessment; and

WHEREAS, in June 2024, the City was awarded the FDEP grant to complete the required Vulnerability Assessment and approved the Task Order with EXP US Services, Inc. to conduct the activities related to the report; and

WHEREAS, the consultant held multiple public outreach and stakeholder listening sessions to gather information for the assessment; and

WHEREAS, this Council has determined that it is in the best interest of the City to accept the final Vulnerability Assessment as developed and submitted by EXP US Services, Inc.

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

SECTION 1. That the above-mentioned recitals are hereby adopted and confirmed.

SECTION 2. That the final Vulnerability Assess developed and submitted by the consultant is hereby accepted and the City Manager is hereby authorized to sign all required FDEP documents as required on behalf of the City.

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 the 13th day of January 2026.

Michael C. Blake, Mayor

ATTEST:

Monica Arsenault, City Clerk

CITY COUNCIL AGENDA ITEM

Memo Date: December 8, 2025
Agenda Date: January 13, 2026
File ID: 2025-1198
Prepared By: Zoie Badalov, Senior Budget Analyst
Through: Rebecca Bowman, Finance Director
Stockton Whitten, City Manager
Requested Action: Informational item to inform council of the adjustments that were made to the FY 2025 Final Budget after the November 18th, 2025 Council meeting. Per resolution 2025-085 from the November 18th meeting to finalize the budget before November 30th.

BACKGROUND:

At the November 18th council meeting, agenda item 2025-1054 to clean up individual account balances, BAF#25-085-T, IFT, and A, were presented to the council and approved. Staff asked for allowance for the City Manager to sign any additional adjustments that might be needed, given how early in the month the November council meeting needed to be, to allow time for accounting to finish some necessary reviews and reconciliations. Attached for informational and reporting purposes is BAF 25-086-IFT, the only adjustment needed following the meeting.

PRIORITY AREA CONNECTION:

Organizational Effectiveness

BUDGETARY IMPACT:

2025 Budget Transfers and Amendments associated with BAF #25-086-IFT.

Attached are detailed spreadsheets with descriptions.

PREVIOUS ACTION:

On 11-18-2025, Council Approved Resolution 2025-085, BAF 25-085, amending the FY2025 budget. They also gave City Manager the authority to sign any budget adjustment forms needed afterward to finalize the budget before November 30th.

RECOMMENDED MOTION:

Informational Item Only.

City of Cocoa Tracking sheet
BAF 25-086-IFT

REVENUES				
ADJUSTING AMOUNT	ACCOUNT #	DESCRIPTION	PROJECT #	NOTES
3,912	001-0000-381.91-14	TRANSFER FROM / TRF FROM ARPA (130)		Reclass FY25 ARPA Pooled Interest
(3,912)	001-0000-389.99-50	BALANCE FORWARD / FUND BAL-APPROP. RESERVES		Reclass FY25 ARPA Pooled Interest
General Fund Total	-			
29,563	110-0000-381.91-34	TRANSFER FROM / TRF DAY SLIPS/REVENUE (304)		Transfer excess grant match from breakwater Phase 1
(29,563)	110-0000-389.99-50	BALANCE FORWARD / FUND BAL-APPROP. RESERVES		Transfer excess grant match from breakwater Phase 1
Cocoa CRA Fund Total	-			
3,912	130-0000-361.10-00	INTEREST & OTHER EARNINGS / INTEREST		Reclass FY25 ARPA Pooled Interest
ARPA Fund Total	3,912			
(14)	421-0000-389.99-50	BALANCE FORWARD / FUND BAL-APPROP. RESERVES	(14)	Cover Rounding Differences for Excess Project Manager
14	421-0000-381.91-24	TRANSFER FROM / RENEW & REPLACE (424)	14	Cover Rounding Differences for Excess Project Manager
Water Sewer Fund Total	-			
53,236	424-0000-389.99-50	BALANCE FORWARD / FUND BAL-APPROP. RESERVES	GR24IR	Correct Retainage BAF 25-001-A2
(53,236)	424-0000-334.35-01	SEWER/WASTEWATER / SELLERS IRL FDEP WQI IRP	GR24IR	Correct Retainage BAF 25-001-A2
14	424-0000-389.99-50	BALANCE FORWARD / FUND BAL-APPROP. RESERVES	WS1221	Cover Rounding Differences for Excess Project Manager
W/S R&R Total	14			
Total Revenues	3,926			

EXPENSES				
ADJUSTING AMOUNT	ACCOUNT #	DESCRIPTION	PROJECT #	NOTES
(151,986)	001-1600-513.39-00	FINANCE/ADMINISTRATIVE / CONTINGENCY		To give budget to all Identified GF SBITAs
26,466	001-1600-517.71-60	DEBT SERVICE - PRINCIPAL / SBITA - ESRI SGEA		To give budget to all Identified GF SBITAs
25,615	001-1600-517.71-61	DEBT SERVICE - PRINCIPAL / SBITA - VERTEKS		To give budget to all Identified GF SBITAs
10,899	001-1600-517.71-63	DEBT SERVICE - PRINCIPAL / SBITA - CLEARGOV		To give budget to all Identified GF SBITAs
31,764	001-1600-517.71-64	DEBT SERVICE - PRINCIPAL / SBITA - VECTOR TGT SOL		To give budget to all Identified GF SBITAs
23,231	001-1600-517.71-65	DEBT SERVICE - PRINCIPAL / SBITA - NEOGOV		To give budget to all Identified GF SBITAs
11,172	001-1600-517.71-66	DEBT SERVICE - PRINCIPAL / SBITA - BRAZOS (TYLR)		To give budget to all Identified GF SBITAs
8,852	001-1600-517.71-68	DEBT SERVICE - PRINCIPAL / SBITA - KRONOS TELSTFF		To give budget to all Identified GF SBITAs
2,876	001-1600-517.71-70	DEBT SERVICE - PRINCIPAL / SBITA - DEBTBOOK		To give budget to all Identified GF SBITAs
2,838	001-1600-517.72-60	DEBT SERVICE - INTEREST / SBITA - ESRI SGEA		To give budget to all Identified GF SBITAs
1,335	001-1600-517.72-61	DEBT SERVICE - INTEREST / SBITA - VERTEKS		To give budget to all Identified GF SBITAs
3,607	001-1600-517.72-63	DEBT SERVICE - INTEREST / SBITA - CLEARGOV		To give budget to all Identified GF SBITAs
992	001-1600-517.72-64	DEBT SERVICE - INTEREST / SBITA - VECTOR TRGT SOL		To give budget to all Identified GF SBITAs
753	001-1600-517.72-65	DEBT SERVICE - INTEREST / SBITA - NEOGOV		To give budget to all Identified GF SBITAs
349	001-1600-517.72-66	DEBT SERVICE - INTEREST / SBITA - BRAZOS (TYLR)		To give budget to all Identified GF SBITAs
278	001-1600-517.72-68	DEBT SERVICE - INTEREST / SBITA - KRONOS TELSTFF		To give budget to all Identified GF SBITAs
67	001-1600-517.72-70	DEBT SERVICE - INTEREST / SBITA - DEBTBOOK		To give budget to all Identified GF SBITAs
892	001-1600-517.72-72	DEBT SERVICE - INTEREST / SBITA - BRIGHTLY ASSET		To give budget to all Identified GF SBITAs
(48,660)	001-2100-521.12-00	LAW ENFORCEMENT / REGULAR SALARIES & WAGES		Left off YE unintentionally
10,008	001-2100-521.12-06	REGULAR SALARIES & WAGES / SALARIES/		Left off YE unintentionally
626	001-2100-521.12-12	REGULAR SALARIES & WAGES / ACCRUAL P		Left off YE unintentionally
2,347	001-2100-521.13-00	LAW ENFORCEMENT / OTHER SALARIES & W		Left off YE unintentionally
35,679	001-2100-521.22-01	RETIREMENT CONTRIBUTIONS / POLICE PE		Left off YE unintentionally
(5,062)	001-2100-521.46-02	REPAIRS & MAINTENANCE / REPAIR/MAINT BUILDING		
146	001-2100-521.46-00	LAW ENFORCEMENT / REPAIRS & MAINTENA		Left off YE unintentionally
4,916	001-2100-521.46-03	REPAIRS & MAINTENANCE / REPAIR/MAINT		Left off YE unintentionally
(67,931)	001-2101-521.12-00	LAW ENFORCEMENT / REGULAR SALARIES & WAGES		
273	001-2101-521.12-06	REGULAR SALARIES & WAGES / SALARIES/		Left off YE unintentionally
43,430	001-2101-521.13-00	LAW ENFORCEMENT / OTHER SALARIES & W		Left off YE unintentionally
4,684	001-2101-521.14-00	LAW ENFORCEMENT / OVERTIME		Left off YE unintentionally
18,286	001-2101-521.22-00	LAW ENFORCEMENT / RETIREMENT CONTRIB		Left off YE unintentionally
207	001-2101-521.27-00	LAW ENFORCEMENT / BENEFIT OFFSET		Left off YE unintentionally
1,051	001-2132-524.12-12	REGULAR SALARIES & WAGES / ACCRUAL P		Left off YE unintentionally
(2,841)	001-2201-522.12-06	REGULAR SALARIES & WAGES / SALARIES/CONTRACTUAL		
1,159	001-2201-522.14-00	FIRE CONTROL / OVERTIME		Payroll Correction After Last Neg Balance Check.
74	001-2201-522.15-00	FIRE CONTROL / SPECIAL PAY		Payroll Correction After Last Neg Balance Check.

95	001-2201-522.21-00	FIRE CONTROL / FICA TAXES		Payroll Correction After Last Neg Balance Check.
661	001-2201-522.22-01	RETIREMENT CONTRIBUTIONS / FIRE PENS		Payroll Correction After Last Neg Balance Check.
852	001-2201-522.46-03	REPAIRS & MAINTENANCE / REPAIR/MAINT		Invoice Accrued after Council
(36)	001-3200-515.41-00	COMPREHENSIVE PLANNING / COMMUNICATION		
36	001-3200-515.42-00	COMPREHENSIVE PLANNING / POSTAGE & F		
General Fund Total		-		
3,912	130-1600-581.91-01	INTERFUND TRANSFER / TO GENERAL FUND (001)		Reclass FY25 ARPA Pooled Interest
ARPA Fund Total		3,912		
(29,563)	304-3580-572.63-00	PARKS AND RECREATION / INFRASTRUCTURE	GR2404	Transfer excess grant match from breakwater Phase 1
29,563	304-3580-581.91-10	INTERFUND TRANSFER / TO COCOA CRA (110)	GR2404	Transfer excess grant match from breakwater Phase 1
Day Slip Fund Total		-		
(7,389)	421-4010-536.39-00	WATER SEWER / CONTINGENCY		To give budget to all Identified W/S SBITAs
1,332	421-4700-591.72-33	DEBT SERVICE - INTEREST / SBITA - ACCRNT CMMS		To give budget to all Identified W/S SBITAs
228	421-4700-591.72-36	DEBT SERVICE - INTEREST / SBITA - DEBTBOOK		To give budget to all Identified W/S SBITAs
5,829	421-4700-591.72-74	DEBT SERVICE - INTEREST / SBITA - ESRI ARCGIS		To give budget to all Identified W/S SBITAs
Water Sewer Fund Total		-		
(599)	423-3570-538.39-00	STORMWATER UTILITY / CONTINGENCY		Identified as no longer a SBITA
599	423-3570-538.56-15	TECHNOLOGY SYSTEMS / IT-RELATED OPERATING EXP		Identified as no longer a SBITA
Stormwater Utility Fund Total		-		
14	424-4010-581.91-21	INTERFUND TRANSFER / TO WATER SEWER (421)		Cover Rounding Differences for Excess Project Manager
W/S R&R Total		14		
Total Expenses		3,926		



City of Cocoa Budget Adjustment Form FY2025- 086-IFT

Select Adjustment Type: Budget Transfer

Requesting Department #: Finance

Date Prepared: 11/26/25

From Accounts'

Adjusting Amount	Account Number	Account Name	Current Budget	Adjusted Budget	Project Number
\$ 0	Net Zero See Tracking Sheet	General Fund Total (001)		\$ 0	
\$ 0	Net Zero See Tracking Sheet	Cocoa CRA Fund Total (110)		\$ 0	
\$ 3,912	Various	ARPA Fund Total (130)		\$ 3,912	
\$ 0	Net Zero See Tracking Sheet	Water/Sewer Fund Total (421)		\$ 0	
\$ 14	Various	W/S R&R Total (424)		\$ 14	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
\$ 3,926 Total					

To Accounts'

Adjusting Amount	Account Number	Account Name	Current Budget	Adjusted Budget	Project Number
\$ 0	Net Zero See Tracking Sheet	General Fund Total (001)		\$ 0	
\$ 0	Net Zero See Tracking Sheet	Cocoa CRA Fund Total (110)		\$ 0	
\$ 3,912	Various	ARPA Fund Total (130)		\$ 3,912	
\$ 0	Net Zero See Tracking Sheet	Water/Sewer Fund Total (421)		\$ 0	
\$ 14	Various	W/S R&R Total (424)		\$ 14	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
\$ 3,926 Total					

Reason/Justification for Adjustment:

Post Council Meeting Year end clean up Items will go to Council as an informational Item after approval. City Manager approval granted by council with resolution 2025-085. Please see tracking sheet for specific account details.

City Council Approval Needed? Yes: ☒ No: ☐

Date Approved: 11/18/25

Resolution #: 2025-085

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

Zoie Badalov

Digitally signed by Zoie Badalov
Date: 2025.11.26 12:29:17 -05'00'

Requestor's Signature

Zoie Badalov

Digitally signed by Zoie Badalov
Date: 2025.11.26 12:29:28 -05'00'

Finance Approval Signature

Rebecca Bowman

Digitally signed by Rebecca Bowman
Date: 2025.11.26 15:40:38 -05'00'

Finance Director's Signature

Lora Howell

Digitally signed by Lora Howell
Date: 2025.11.26 14:52:10 -05'00'

Deputy Finance Director's Signature

Stockton Whitten

Digitally signed by Stockton Whitten
Date: 2025.11.26 14:42:27 -05'00'

City Manager's Signature

FINANCE USE ONLY:

Date Entered: _____

Entered By: _____

Group #: _____

CITY COUNCIL AGENDA ITEM

Memo Date: December 8, 2025
Agenda Date: January 13, 2026
File ID: 2025-1199
Prepared By: Zoie Badalov, Senior Budget Analyst
Through: Rebecca Bowman, Finance Director
Stockton Whitten, City Manager
Requested Action: In accordance with the Financial Operations Manual (FOM) the City Manager shall submit to City Council in the form of an agenda item any approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority.

BACKGROUND:

The attached spreadsheets reference construction projects with a previously authorized "contingency" as of September 30th, 2024. The report provides the project number, project description, construction contract cost of project, contingency amount authorized, date of City Council approval, resolution number for authorization of contingency, requisition numbers, and expenditure by fiscal year.

The second line of each project in the third column under "Construction contract not to exceed \$" references the contingency amount that the City Council or City Manager, if within his purchasing authority, has approved. The last line of each project provides the remaining balance as of the report date.

PRIORITY AREA CONNECTION:

Organizational Effectiveness

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Informational Item Only

FY 2026 Change Orders - CM authorized to execute

FY 2026 Change Orders - CM authorized to execute							Applied to Contingency		As of: Period 2							
Project #	Project Description + Details	Construction contract not to exceed \$	Labels	Resolution #	Requisition #	Requisition Amount	All Fiscal Years Cumulative	FY22 Cumulative Requisitions	FY23 Cumulative Requisitions	FY24 Cumulative Requisitions	FY25 Cumulative Requisitions	FY26 Cumulative Requisitions	Cumulative Expenditures	FY2026 Expenditures	FY2025 Expenditures	FY2024 Expenditures
WS22IR/GR24IR**Internal Recycle Pump																
Op. Rev.		10,283,270	Expenses Before Contingency													
Project Manager:	John Perrin	607,984	*CMAR Contingency	2023-103												
Account #:	421-4120-536.63-00	689,954	*Owner Contingency	2024-004												
	424-4055-536.63-00	11,581,208	Total approved	2024-005												
	424-4120-536.63-00															
Vendor:	Wharton-Smith Inc.			FY2024	47027	1,448,145	Cumulative Req. Balances	FY 22	FY 23	FY 24	FY 25	FY 26	Cumulative Expenditures	FY 26	FY 25	FY 24
PO #:	81414				47027-1	10,133,063	11,581,208	-	-	11,581,208	-	-	\$ 9,550,635	\$ -	\$ 5,486,793	\$ 4,063,841
*This project is a guaranteed maximum price contract which means Contingency is included in the PO Amount.																
**This amount is inclusive of a grant portion that was carved out and assigned to Project# GR24IR pursuant of resolution 24-055 which did not change any total costs for the project/PO																
GR2108 Fiske Blvd/Broadmoor Acres Drainage Improvement																
Op. Rev.		262,847	Exp authorized before contingency													
Project Manager:	Frank Mirabito	42,500	Contingency and other costs authorized	2022-025												
Account #:	303-3570-538.63-08	305,347	Total approved	2024-044												
	424-4055-536.63-08															
Vendor:	Tiera Inc.			FY2022-23	44454	218,163	Cumulative Req. Balances	FY 22	FY 23	FY 24	FY 25	FY 26	Cumulative Expenditures	FY 26	FY 25	FY 24
PO #:	79493				FY2024	44454-1	294,442	262,847	-	-	31,595	-	\$ 294,414	\$ -	\$ 125,305	\$ 169,109
		10,905			FY2025	44454-2										
					FY2025	44454-3										
GR2108 Fiske Blvd/Broadmoor Acres Drainage Improvement																
Op. Rev.		5,471,015	Exp authorized before contingency													
Project Manager:	Frank Mirabito	2,405,102	Contingency and other costs authorized	2024-043												
Account #:	303-3570-538.63-00/73	7,876,117	Total approved	2024-090												
	423-3570-538.63-00/73															
	424-4055-536.63-00/73				FY2024	47365	5,471,015	7,871,784	-	-	7,424,780	447,004	-	\$ 7,778,229	\$ -	\$ 4,066,065
Vendor:	Cathcart Construction Co.					47365-1										
PO #:	81782					47365-2										
		4,333				47365-3										
WS24LC Osaqe/ Angelica Improvements																
Op. Rev.		3,717,385	Exp authorized before contingency	2022-018												
Project Manager:	Frank Mirabito	371,739	Contingency and other costs authorized	2022-092												
Account #:	424-4120-536.63-00	4,089,124	Total approved	2023-054												
Vendor:	Atlantic Development of Cocoa			FY2024	47958	3,717,385	Cumulative Req. Balances	FY 22	FY 23	FY 24	FY 25	FY 26	Cumulative Expenditures	FY 26	FY 25	FY 24
PO #:	Vendor #: 05580						3,717,385	-	-	3,717,385	-	-	\$ 853,254	\$ -	\$ 376,035	\$ 477,219
	82211															
WS24WP Friday Road Improvements																
Op. Rev.		4,413,648	Total approved	2022-018												
Project Manager:	Frank Mirabito	401,241	Contingency and other costs authorized	2022-092												
Account #:	424-4120-536.63-00	4,012,407	Total approved	2023-054												
Vendor:	Atlantic Development of Cocoa			FY2024	47960	4,012,407	Cumulative Req. Balances	FY 22	FY 23	FY 24	FY 25	FY 26	Cumulative Expenditures	FY 26	FY 25	FY 24
PO #:	Vendor #: 05580						4,012,407	-	-	4,012,407	-	-	\$ 1,618,643	\$ -	\$ 306,498	\$ 1,312,145
	82212															
		401,241														

Project #	Project Description + Details	Construction contract not to exceed \$	Labels	Resolution #	Requisition #	Requisition Amount	All Fiscal Years Cumulative	FY22 Cumulative Requisitions	FY23 Cumulative Requisitions	FY24 Cumulative Requisitions	FY25 Cumulative Requisitions	FY26 Cumulative Requisitions	Cumulative Expenditures	FY2026 Expenditures	FY2025 Expenditures	FY2024 Expenditures	
CA2502	Bracco Pond Stormwater Improvements																
Op. Rev.		116,020	Exp authorized before contingency														
Project Manager:	Frank Mirabito	11,400	Contingency and other costs authorized														
Account #:	423-3570-538.63-00	127,420	Total approved	2024-109													
								Cumulative Req. Balances	FY 22	FY 23	FY 24	FY 25	FY 26	Cumulative Expenditures	FY 26	FY 25	FY 24
Vendor:	Atlantic Development of Cocoa			FY2025	49339	116,020	116,020	-	-	-	116,020	-	\$ 116,020	\$ -	\$ 116,020	\$ -	
PO #:	83333	11,400			0												
CA2502	Cidco Road Stormwater Improvements																
Op. Rev.		38,310	Exp authorized before contingency														
Project Manager:	Frank Mirabito	3,600	Contingency and other costs authorized														
Account #:	423-3570-538.63-00	41,910	Total approved	2024-109													
								Cumulative Req. Balances	FY 22	FY 23	FY 24	FY 25	FY 26	Cumulative Expenditures	FY 26	FY 25	FY 24
Vendor:	Atlantic Development of Cocoa			FY2025	49349	38,310	38,310	-	-	-	38,310	-	\$ 38,310	\$ -	\$ 38,310	\$ -	
PO #:	83343	3,600															
WS25CU	Wewahootee Buildings Roof Replacements																
Op. Rev.		285,555	Exp authorized before contingency														
Project Manager:	James Mitchell	28,556	Contingency and other costs authorized														
Account #:	421-4020-536.63-00	314,111	Total approved	2025-039													
								Cumulative Req. Balances	FY 22	FY 23	FY 24	FY 25	FY 26	Cumulative Expenditures	FY 26	FY 25	FY 24
Vendor:	Hamilton Roofing LLC.			FY2025	50158	289,838	289,838	-	-	-	289,838	-	\$ -	\$ -	\$ -	\$ -	
PO #:	83946	24,272															
PW25SC	Stradley Park Concession Stand																
Op. Rev.		306,831	Exp authorized before contingency														
Project Manager:	Frank Mirabito	28,469	Contingency and other costs authorized														
Account #:	001-3560-519.62-00	335,300	Total approved	2025-055													
Vendor:	W&J Construction			FY2025	50367	286,831	286,831	-	-	-	-	286,831	\$ -	\$ -	\$ -	\$ -	
PO #:	84079	28,469			0												
								Cumulative Req. Balances	FY 22	FY 23	FY 24	FY 25	FY 26	Cumulative Expenditures	FY 26	FY 25	FY 24
Vendor:	Architects RZK, Inc.			FY2025	50370	3,873	3,873	-	-	-	-	3,873	\$ -	\$ -	\$ -	\$ -	
PO #:	84083	-			0												
								Cumulative Req. Balances	FY 22	FY 23	FY 24	FY 25	FY 26	Cumulative Expenditures	FY 26	FY 25	FY 24
WS18BR	Banana River Booster Station																
Op. Rev.		2,547,000	Exp authorized before contingency														
Project Manager:	David Veloza	254,700	Contingency and other costs authorized														
Account #:	424-4055-536.63-00	2,801,700	Total approved	2025-070													
								Cumulative Req. Balances	FY 22	FY 23	FY 24	FY 25	FY 26	Cumulative Expenditures	FY 26	FY 25	FY 24
Vendor:	L7 Construction, Inc.			FY2026	50833	2,547,000	2,547,000	-	-	-	-	2,547,000	\$ -	\$ -	\$ -	\$ -	
PO #:	84419	254,700															

CITY COUNCIL AGENDA ITEM

Memo Date: December 8, 2025
Agenda Date: January 13, 2026
File ID: 2025-1200
Prepared By: Zoie Badalov, Senior Budget Analyst
Through: Rebecca Bowman, Finance Director
Stockton Whitten, City Manager
Requested Action: In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date.

BACKGROUND:

The following reports for the period ending November 30th, 2025 (FY26) provide information for the three major funds: General Fund, Water/Sewer Fund, and the Storm Water Fund. This November 2025 (FY26) report is unaudited and preliminary.

Each of the major funds will have the following reports:

1. Budget by Account Classification Report

Summary of the annual budget, revenues collected and expenditures by fund. The detailed back-up documentation is found in the Revenue Report and the Detailed Budget Report Summary by Object.

2. Revenue Report

Detail by account number of actual revenues collected vs. budget for the three major funds: General Fund, Water & Sewer, and Storm Water. This report shows the current period, the year to date totals, the annual budget and the unrealized balance.

- Estimated — represents either the current period or the year-to-date prorated budget
- Actual — represents actual revenue received either in the current period or year to date
- % Rev — the percentage of actual revenue received vs. budget
- Annual Estimate — annual budget
- Unrealized Balance - annual estimate (budget less actual year to date received)

3. Detail Budget Report Summary by Object

Summary of expenditures by account description vs. budget for the three major funds: General Fund,

Water & Sewer, and Storm Water. This report shows the current period, the year-to-date totals, encumbrances, the annual budget and the unencumbered balance.

- Budget — represents either the current period or the year-to-date prorated budget
- Actual — represents actual cash expenditures either in the current period or year to date
- % Exp. — the percentage of actual expenditures vs. budget
- Encumbrance - encumbered amount

- Annual Budget - annual budget
- Unencumbered Balance — annual budget less actual year to date actual expenditures plus encumbrances
- % Budgeted — the percentage of year to date actual expenditures plus encumbrances vs. budget

PRIORITY AREA CONNECTION:

Organizational Effectiveness

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Informational Item Only



FY 2026 Budget by Classification Report - Summary Listing

11/30/2025

Target for November 2025 is 17%

FUND 001 - GENERAL FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD	% Used/Rec'd
REVENUE					
TAXES	\$ 17,178,672	\$ -	\$ 767,625	\$ 16,411,047	4%
OTHER PERMITS AND FEES	\$ 6,487,002	\$ -	\$ 146,252	\$ 6,340,750	2%
INTERGOVERNMENTAL	\$ 3,152,667	\$ -	\$ 198,043	\$ 2,954,624	6%
CHARGES FOR SERVICES	\$ 8,158,428	\$ -	\$ 1,308,036	\$ 6,850,392	16%
FINES AND FORFEITURES	\$ 30,000	\$ -	\$ 3,598	\$ 26,402	12%
MISCELLANEOUS	\$ 620,214	\$ -	\$ 530,571	\$ 89,643	86%
**OTHER SOURCES (NON-REVENUE)	\$ 22,547,110	\$ -	\$ 3,233,134	\$ 19,313,976	14%
REVENUE TOTALS	\$ 58,174,093	\$ -	\$ 6,187,259	\$ 51,986,834	11%
EXPENSE					
SALARIES AND BENEFITS	\$ 31,988,615	\$ -	\$ 4,236,880	\$ 27,751,735	13%
OPERATING EXPENDITURES	\$ 17,972,352	\$ 5,203,998	\$ 1,760,961	\$ 11,007,393	10%
CAPITAL OUTLAY	\$ 4,757,018	\$ 3,169,600	\$ 98,082	\$ 1,489,337	2%
GRANTS, AIDS AND OTHER	\$ 1,994,239	\$ 5,020	\$ 48,686	\$ 1,940,534	2%
NON-OPERATING USES	\$ 1,461,869	\$ -	\$ 242,578	\$ 1,219,291	17%
EXPENSE TOTALS	\$ 58,174,093	\$ 8,378,618	\$ 6,387,186	\$ 43,408,289	25%
REVENUE TOTALS	\$ 58,174,093	\$ -	\$ 6,187,259	\$ 51,986,834	11%
EXPENSE TOTALS	\$ 58,174,093	\$ 8,378,618	\$ 6,387,186	\$ 43,408,289	25%
	\$ -	\$ (8,378,618)	\$ (199,927)	\$ 8,578,545	

*Unaudited

**Fund Balance is a budgeted revenue, not actual revenue.

CITY OF COCOA, FLORIDA
REVENUE REPORT
17% OF YEAR LAPSED

ACCOUNTING PERIOD 02/2026

CITY OF COCOA, FLORIDA

FUND 001		GENERAL FUND									
ACCOUNT		ACCOUNT DESCRIPTION		***** ESTIMATED	CURRENT ACTUAL	***** %REV	***** ESTIMATED	YEAR-TO-DATE ACTUAL	***** %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
310		TAXES									
311		AD VALOREM									
	10 00	CURRENT TAXES		1,075,389	167,160.08	16	2,150,778	167,160.08	8	12,904,672	12,737,511.92
	20 00	DELINQUENT TAXES		1,250	90.24	7	2,500	1,277.62	51	15,000	16,277.62
	25 00	PENALTIES RE: TAXES		1,666	41.96	3	3,332	158.96	5	20,000	19,841.04
	30 00	TAX CERTIFICATES		16,666	.00		33,332	.00		200,000	200,000.00
311		**	AD VALOREM	1,094,971	167,292.28	15	2,189,942	166,041.42	8	13,139,672	12,973,630.58
312		SALES USE AND FUEL TAXES									
	41 00	LOCAL OPTION GAS TAX 6 CT		35,333	28,619.48	81	70,666	58,671.29	83	424,000	365,328.71
312		**	SALES USE AND FUEL TAXES	35,333	28,619.48	81	70,666	58,671.29	83	424,000	365,328.71
314		UTILITY SERVICE TAX									
	10 00	ELECTRICITY		183,333	245,446.13	134	366,666	245,446.13	67	2,200,000	1,954,553.87
	30 00	WATER-COCOA		40,000	37,740.70	94	80,000	83,673.45	105	480,000	396,326.55
	40 00	GAS		4,583	5,036.97	110	9,166	5,036.97	55	55,000	49,963.03
	80 00	PROPANE		2,500	2,073.21	83	5,000	2,073.21	42	30,000	27,926.79
314		**	UTILITY SERVICE TAX	230,416	290,297.01	126	460,832	336,229.76	73	2,765,000	2,428,770.24
315		COMMUNICATION SERVICE TAX									
	00 00	COMMUNICATION SERVICE TAX		58,333	59,977.96	103	116,666	120,608.13	103	700,000	579,391.87
315		**	COMMUNICATION SERVICE TAX	58,333	59,977.96	103	116,666	120,608.13	103	700,000	579,391.87
316		LOCAL BUSINESS TAX									
	00 00	LOCAL BUSINESS TAX		12,500	5,618.21	45	25,000	86,074.68	344	150,000	63,925.32
316		**	LOCAL BUSINESS TAX	12,500	5,618.21	45	25,000	86,074.68	344	150,000	63,925.32
310		***	TAXES	1,431,553	551,804.94		2,863,106	767,625.28		17,178,672	16,411,046.72
320		OTHER PERMITS & FEES									
322		BUILDING PERMITS									
	10 00	TRAINING SURCHARGE		0	.00		0	.00		0	.00
322		**	BUILDING PERMITS	0	.00		0	.00		0	.00
323		FRANCHISE FEES									
	10 00	ELECTRICITY		154,500	.00		309,000	.00		1,854,000	1,854,000.00
	40 00	GAS		8,333	8,627.65	104	16,666	8,627.65	52	100,000	91,372.35
	70 00	SOLID WASTE		32,325	31,699.85	98	64,650	63,013.07	98	387,906	324,892.93
323		**	FRANCHISE FEES	195,158	40,327.50	21	390,316	71,640.72	18	2,341,906	2,270,265.28
324		IMPACT FEES									
	32 00	TRANSP IMPACT FEE-COMMRCL		0	.00		0	.00		0	.00
324		**	IMPACT FEES	0	.00		0	.00		0	.00

CITY OF COCOA, FLORIDA
REVENUE REPORT
17% OF YEAR LAPSED

ACCOUNTING PERIOD 02/2026

CITY OF COCOA, FLORIDA

FUND 001		GENERAL FUND		*****	CURRENT	*****	*****	YEAR-TO-DATE	*****	ANNUAL	UNREALIZED
ACCOUNT		ACCOUNT DESCRIPTION		ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
325		SPECIAL ASSESSMENT									
	22 01	FIRE ASSESSMENT		315,174	54,456.41	17	630,348	54,863.88	9	3,782,096	3,727,232.12
	22 02	F ASSMNT DELINQ TAXES		250	70.68	28	500	1,625.44-	325	3,000	4,625.44
	22 03	F ASSMNT PENALTIES		416	32.88	8	832	81.45	10	5,000	4,918.55
	22 04	F ASSMNT TAX CERTS		11,666	.00		23,332	.00		140,000	140,000.00
	22 *	FIRE PROTECTION		327,506	54,559.97	17	655,012	53,319.89	8	3,930,096	3,876,776.11
325	**	SPECIAL ASSESSMENT		327,506	54,559.97	17	655,012	53,319.89	8	3,930,096	3,876,776.11
329		OTHER PERMITS & FEES									
	10 00	INSPECTION FEES		0	.00		0	.00		0	.00
	10 01	FIRE INSPECTION FEES		2,000	.00		4,000	1,585.00	40	24,000	22,415.00
	10 02	FIRE INSPEC FEE-PDCS CHGS		3,416	.00		6,832	4,032.00	59	41,000	36,968.00
	10 *	INSPECTION FEES		5,416	.00		10,832	5,617.00	52	65,000	59,383.00
	25 00	PLANNING AND ZONING		4,166	6,540.00	157	8,332	9,011.10	108	50,000	40,988.90
	25 01	PLANNING CONS FEES		8,333	288.00	4	16,666	6,663.00	40	100,000	93,337.00
	25 *	PLANNING AND ZONING		12,499	6,828.00	55	24,998	15,674.10	63	150,000	134,325.90
329	**	OTHER PERMITS & FEES		17,915	6,828.00	38	35,830	21,291.10	59	215,000	193,708.90
320	***	OTHER PERMITS & FEES		540,579	101,715.47		1,081,158	146,251.71		6,487,002	6,340,750.29
330		INTERGOVERNMENTAL REVENUE									
331		FEDERAL GRANTS									
	20 19	JAG 2020-DJ-BX-0410		0	.00		0	.00		0	.00
	20 22	JAG 21-GG-01363		0	.00		0	.00		0	.00
	20 23	BULLET PROOF VEST 2021		0	.00		0	.00		0	.00
	20 24	VOCA-2022-COCOA PD-00181		0	.00		0	.00		0	.00
	20 25	JAG 2022-22-GG-02810		0	.00		0	.00		0	.00
	20 26	BULLET PROOF VEST 2022		0	.00		0	.00		0	.00
	20 27	VOCA-2023-COCOA PD-00042		0	.00		0	.00		0	.00
	20 28	JAG 2023-23-GG-03233		0	.00		0	.00		0	.00
	20 29	BULLET PROOF VEST 2023		0	.00		0	.00		0	.00
	20 30	VOCA-2024-COCOA PD-00273		0	1,907.39-		0	11,895.61		0	11,895.61-
	20 31	BULLET PROOF VEST 2024		0	5,965.00-		0	5,965.00-		0	5,965.00
	20 32	JAG 2024-24-GG-04542		0	1,641.81-		0	1,641.81-		0	1,641.81
	20 33	VOCA-2025-COCOA PD-00181		9,366	.00		18,732	.00		112,393	112,393.00
	20 *	PUBLIC SAFETY		9,366	9,514.20-	102	18,732	4,288.80	23	112,393	108,104.20
	39 12	USDA/FOREST SVC 26866		0	.00		0	.00		0	.00
	50 01	FEDERAL DISASTER REIMB		0	.00		0	.00		0	.00
	70 02	AFRICAN AM MUSE-GR2111		0	.00		0	.00		0	.00
331	**	FEDERAL GRANTS		9,366	9,514.20-	102	18,732	4,288.80	23	112,393	108,104.20

CITY OF COCOA, FLORIDA
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CITY OF COCOA, FLORIDA

FUND 001		GENERAL FUND									
ACCOUNT		ACCOUNT DESCRIPTION		***** ESTIMATED	CURRENT ACTUAL	***** %REV	***** ESTIMATED	YEAR-TO-DATE ACTUAL	***** %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
333	90 00	PAYMENT IN LIEU OF TAXES HOUSING AUTHORITY		0	.00		0	.00		0	.00
333	**	PAYMENT IN LIEU OF TAXES		0	.00		0	.00		0	.00
334	10 15	STATE GRANT FL CYBERSECURITY		0	.00		0	.00		0	.00
	50 01	STATE DISASTER REIMB		0	.00		0	.00		0	.00
	50 55	RESILIENT FL-FDEP 24PLN48		0	86,245.50-		0	86,245.50-		0	86,245.50
	50 *	ECONOMIC ENVIRONMENT		0	86,245.50-		0	86,245.50-		0	86,245.50
	70 11	HTMOORE RESTOR-GR23HM		0	.00		0	.00		0	.00
334	**	STATE GRANT		0	86,245.50-		0	86,245.50-		0	86,245.50
335	12 00	STATE SHARED REVENUES STATE REVENUE SHARING		66,416	67,211.09	101	132,832	134,422.18	101	797,000	662,577.82
	12 20	8TH CNT MUNICIPAL GAS TAX		13,333	14,256.90	107	26,666	28,513.80	107	160,000	131,486.20
	12 *	STATE REVENUE SHARING		79,749	81,467.99	102	159,498	162,935.98	102	957,000	794,064.02
	14 00	MOBILE HOME LICENSES		2,500	5,937.47	238	5,000	6,301.81	126	30,000	23,698.19
	15 00	ALCOHOLIC BEVERAGE		2,083	.00		4,166	.00		25,000	25,000.00
	18 00	LOCAL GOVERNMENT 1/2 CENT		119,927	110,761.68	92	239,854	110,761.68	46	1,439,125	1,328,363.32
	21 00	FIREFIGHTER SUPPLEMENTAL		1,583	.00		3,166	.00		19,000	19,000.00
	29 21	POL PEN STATE CONTR		23,088	.00		46,176	.00		277,059	277,059.00
	29 22	FIRE PEN STATE CONTR		19,840	.00		39,680	.00		238,090	238,090.00
	29 *	OTHER PUBLIC SAFETY		42,928	.00		85,856	.00		515,149	515,149.00
	41 00	FUEL TAX REFUNDS		2,083	.01-		4,166	.01-		25,000	25,000.01
335	**	STATE SHARED REVENUES		250,853	198,167.13	79	501,706	279,999.46	56	3,010,274	2,730,274.54
337	30 21	GRANTS FROM LOCAL UNITS FIND BV-C0-23-159 WTRF P1		0	.00		0	.00		0	.00
	60 00	HUMAN SERVICES		0	.00		0	.00		0	.00
	70 01	PROVOST PARK NFC EQUIP		2,500	.00		5,000	.00		30,000	30,000.00
337	**	GRANTS FROM LOCAL UNITS		2,500	.00		5,000	.00		30,000	30,000.00
338	10 06	SHARED REVENUE LOCAL UNIT SR524 Widening		0	.00		0	.00		0	.00
338	**	SHARED REVENUE LOCAL UNIT		0	.00		0	.00		0	.00
330	***	INTERGOVERNMENTAL REVENUE		262,719	102,407.43		525,438	198,042.76		3,152,667	2,954,624.24

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FUND 001 GENERAL FUND		***** CURRENT *****			***** YEAR-TO-DATE *****			ANNUAL	UNREALIZED
ACCOUNT	DESCRIPTION	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
340	CHARGES FOR SERVICES								
341	GENERAL GOVERNMENT								
30 00	ADMINISTRATIVE FEES	0	.00		0	.00		0	.00
31 00	ADMIN FEES STORMWATER	0	.00		0	.00		0	.00
40 00	CERTIFY/COPY/SEARCH	8,333	11,446.04	137	16,666	12,309.61	74	100,000	87,690.39
90 12	PASSPORT EXECUTION FEES	250	315.00	126	500	455.00	91	3,000	2,545.00
341	** GENERAL GOVERNMENT	8,583	11,761.04	137	17,166	12,764.61	74	103,000	90,235.39
342	PUBLIC SAFETY								
10 00	SVC CHG - LAW ENF SERVICE	13,333	24,347.50	183	26,666	14,060.00	53	160,000	145,940.00
10 02	SCHOOL RES OFFICER	24,833	55,875.00	225	49,666	.00		298,000	298,000.00
10 *	SVC CHG - LAW ENF SERVICE	38,166	80,222.50	210	76,332	14,060.00	18	458,000	443,940.00
20 00	SVC CHG - FIRE PROTECTION	2,916	2,900.00	100	5,832	6,150.00	106	35,000	28,850.00
90 00	OTHER PUBLIC SAFETY	0	.00		0	.00		0	.00
90 01	FALSE ALARM FEES	466	.00		932	.00		5,600	5,600.00
90 *	OTHER PUBLIC SAFETY	466	.00		932	.00		5,600	5,600.00
342	** PUBLIC SAFETY	41,548	83,122.50	200	83,096	20,210.00	24	498,600	478,390.00
343	PHYSICAL ENVIRONMENT								
37 10	BREVARD COUNTY	55,439	.00		110,878	57,360.52	52	665,275	607,914.48
37 11	ROCKLEDGE	31,557	31,619.64	100	63,114	62,779.42	100	378,695	315,915.58
37 12	SUN LAKE	383	401.86	105	766	786.89	103	4,606	3,819.11
37 13	CLNY PK-M.I.UTIL CO.	213	212.67	100	426	422.56	99	2,559	2,136.44
37 16	COCOA BEACH	11,514	11,671.42	101	23,028	23,095.31	100	138,173	115,077.69
37 17	CAPE CANAVERAL	10,661	11,244.63	106	21,322	22,235.59	104	127,938	105,702.41
37 18	TITUSVILLE	428	435.91	102	856	7.79	1	5,143	5,150.79
37 *	WATER BILLING SERVICES	110,195	54,714.31	50	220,390	166,672.50	76	1,322,389	1,155,716.50
39 01	SERVICE CHARGES	75,000	75,136.00	100	150,000	145,181.00	97	900,000	754,819.00
39 03	ADMIN CHARGES	41,666	40,905.00	98	83,332	88,380.00	106	500,000	411,620.00
39 04	PENALTIES	60,000	61,210.44	102	120,000	129,186.76	108	720,000	590,813.24
39 05	NSF CHECKS	3,333	6,586.34	198	6,666	13,580.41	204	40,000	26,419.59
39 13	HIGH CONSUMP CHGS	1,250	1,950.00	156	2,500	4,170.00	167	15,000	10,830.00
39 *	WATER OTHER INCOME	181,249	185,787.78	103	362,498	380,498.17	105	2,175,000	1,794,501.83
41 10	SOLID WASTE	243,791	253,097.61	104	487,582	511,900.76	105	2,925,500	2,413,599.24
41 20	RECYCLING REVENUE	34,000	36,358.58	107	68,000	72,797.12	107	408,000	335,202.88
41 30	GREEN WASTE	38,750	61,105.68	158	77,500	122,352.20	158	465,000	342,647.80
41 *	GARBAGE COLLECTION	316,541	350,561.87	111	633,082	707,050.08	112	3,798,500	3,091,449.92

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CITY OF COCOA, FLORIDA

FUND 001		GENERAL FUND								
ACCOUNT		ACCOUNT DESCRIPTION	***** ESTIMATED	CURRENT ACTUAL	***** %REV	***** ESTIMATED	YEAR-TO-DATE ACTUAL	***** %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
45	10	BILLING FEE - WASTE MGMT	0	.00		0	.00		0	.00
46	10	EARNED NOT BILLED	0	.00		0	.00		0	.00
90	01	FDOT MEDIAN MAINT	5,210	15,632.50	300	10,420	.00		62,530	62,530.00
90	03	FDOT MNT SIGNAL/HWY LIGHT	10,867	.00		21,734	.00		130,409	130,409.00
90	*	OTHER PHYSICAL ENVIRON	16,077	15,632.50	97	32,154	.00		192,939	192,939.00
343	**	PHYSICAL ENVIRONMENT	624,062	606,696.46	97	1,248,124	1,254,220.75	101	7,488,828	6,234,607.25
347		CULTURE/RECREATION								
20	10	GAZEBO-PAVILLION RENTAL	25	.00		50	.00		300	300.00
20	11	SERVICE FEES	650	1,845.00	284	1,300	2,741.75	211	7,800	5,058.25
20	*	PARKS & RECREATION	675	1,845.00	273	1,350	2,741.75	203	8,100	5,358.25
39	10	PORCHER HOUSE - REVENUES	833	1,417.50	170	1,666	2,130.00	128	10,000	7,870.00
39	11	TENANT MAINTENANCE FEES	100	.00		200	604.20	302	1,200	595.80
39	20	COCOA CIVIC CENTER	1,083	470.00	43	2,166	2,340.00	108	13,000	10,660.00
39	30	RIVERFRONT PARK	291	1,059.70	364	582	1,080.00	186	3,500	2,420.00
39	*	OTHER CULTURAL SERVICES	2,307	2,947.20	128	4,614	6,154.20	133	27,700	21,545.80
40	05	SPECIAL EVENT PERMITS	2,083	8,000.00	384	4,166	9,700.00	233	25,000	15,300.00
50	10	EVENT FEES	391	1,200.00	307	782	1,650.00	211	4,700	3,050.00
50	30	ADVERTISING/SPONSORSHIPS	83	.00		166	250.00	151	1,000	750.00
50	50	MISC FURNISHINGS	125	.00		250	345.00	138	1,500	1,155.00
50	*	SPECIAL REC FACILITIES	599	1,200.00	200	1,198	2,245.00	187	7,200	4,955.00
347	**	CULTURE/RECREATION	5,664	13,992.20	247	11,328	20,840.95	184	68,000	47,159.05
340	***	CHARGES FOR SERVICES	679,857	715,572.20		1,359,714	1,308,036.31		8,158,428	6,850,391.69
350		FINES AND FORFEITURES								
351		JUDGMENTS AND FINES								
90	00	OTHER	2,500	2,408.16	96	5,000	3,597.55	72	30,000	26,402.45
351	**	JUDGMENTS AND FINES	2,500	2,408.16	96	5,000	3,597.55	72	30,000	26,402.45
350	***	FINES AND FORFEITURES	2,500	2,408.16		5,000	3,597.55		30,000	26,402.45
360		MISCELLANEOUS REVENUES								
361		INTEREST & OTHER EARNINGS								
10	00	INTEREST	8,333	2,200.99	26	16,666	8,016.85	48	100,000	91,983.15
10	02	INVESTMENT INTEREST	16,666	77,267.03	464	33,332	166,906.85	501	200,000	33,093.15
10	10	FLORIDA PRIME INTEREST	0	91,737.70		0	185,921.50		0	185,921.50-
10	11	INTEREST/CBOS	0	.00		0	.00		0	.00
10	*	INTEREST	24,999	171,205.72	685	49,998	360,845.20	722	300,000	60,845.20-

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CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND									
ACCOUNT	ACCOUNT DESCRIPTION	***** ESTIMATED	CURRENT ACTUAL	***** %REV	***** ESTIMATED	YEAR-TO-DATE ACTUAL	***** %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
30 00	NET INC/DEC FMV INVESTMNT	0	.00		0	.00		0	.00
35 01	AMERICAN TOWER	46	.00		92	555.59	604	556	.41
35 02	ATT CELL TWR 14386094	1,281	.00		2,562	15,373.12	600	15,374	.88
35 03	ATT CELL TOWER 382218	30	33.50	112	60	67.68	113	366	298.32
35 04	LAMAR BILLBOARD	27	.00		54	56.13	104	324	267.87
35 05	SPRINT CELL TOWER	480	.00		960	.00		5,766	5,766.00
35 06	LEASE - TMOBILE A2C0020A	8	.00		16	32.61	204	103	70.39
35 07	LEASE - TMOBILE A2C0555A	156	158.23	101	312	316.95	102	1,873	1,556.05
35 *	MISCELLANEOUS INTEREST	2,028	191.73	10	4,056	16,402.08	404	24,362	7,959.92
40 00	GAIN/(LOSS) SALE INVEST	0	.00		0	.00		0	.00
40 02	UNREALIZED GAIN/(LOSS)	0	.00		0	.00		0	.00
40 *	GAIN/(LOSS) SALE INVEST	0	.00		0	.00		0	.00
361 **	INTEREST & OTHER EARNINGS	27,027	171,397.45	634	54,054	377,247.28	698	324,362	52,885.28-
362	RENT AND ROYALTIES								
00 00	RENT AND ROYALTIES	0	33,454.93		0	33,454.93		0	33,454.93-
39 01	AMERICAN TOWER	0	.00		0	.00		0	.00
39 02	ATT CELL TWR 14386094	0	.00		0	.00		0	.00
39 03	ATT CELL TOWER 382218	0	.00		0	.00		0	.00
39 04	LAMAR BILLBOARD	0	.00		0	.00		0	.00
39 05	SPRINT CELL TOWER	0	.00		0	.00		0	.00
39 06	TMOBILE CELL TWR A2C0020A	0	.00		0	.00		0	.00
39 07	TMOBILE CELL TWR A2C0555A	0	.00		0	.00		0	.00
39 10	PORCHER HOUSE-TENANTS	583	.00		1,166	1,450.36	124	7,000	5,549.64
39 20	CIVIC CENTER-TENANTS	658	.00		1,316	660.00	50	7,900	7,240.00
39 *	RENTALS AND LEASES	1,241	.00		2,482	2,110.36	85	14,900	12,789.64
362 **	RENT AND ROYALTIES	1,241	33,454.93	2696	2,482	35,565.29	1433	14,900	20,665.29-
364	DISPOSITION FIXED ASSETS								
00 00	DISPOSITION FIXED ASSETS	0	.00		0	.00		0	.00
10 00	GAIN/(LOSS)SALE OF F/A	0	.00		0	.00		0	.00
364 **	DISPOSITION FIXED ASSETS	0	.00		0	.00		0	.00
365	SALE SURPLUS MTRLS &SCRAP								
00 00	SALE SURPLUS MTRLS &SCRAP	0	17.70-		0	17.70-		0	17.70
365 **	SALE SURPLUS MTRLS &SCRAP	0	17.70-		0	17.70-		0	17.70
366	CONTRIBUTIONS & DONATIONS								
00 00	CONTRIBUTIONS & DONATIONS	0	.00		0	2,000.00		0	2,000.00-

CITY OF COCOA, FLORIDA
REVENUE REPORT
17% OF YEAR LAPSED

ACCOUNTING PERIOD 02/2026

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND										
ACCOUNT		ACCOUNT DESCRIPTION	***** ESTIMATED	CURRENT ACTUAL	***** %REV	***** ESTIMATED	YEAR-TO-DATE ACTUAL	***** %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
10 10		CONTRIBS FOR K-9	0	.00		0	.00		0	.00
10 14		REPLACEMENT TREES	0	.00		0	.00		0	.00
10 *		DONATIONS-PRIVATE SOURCES	0	.00		0	.00		0	.00
366	**	CONTRIBUTIONS & DONATIONS	0	.00		0	2,000.00		0	2,000.00-
368	00 00	PENSION CONTRIBUTIONS	0	.00		0	.00		0	.00
368	**	PENSION CONTRIBUTIONS	0	.00		0	.00		0	.00
369		OTHER MISC REVENUES								
90 00		OTHER MISC REVENUES	5,000	50,000.00	1000	10,000	50,032.29	500	60,000	9,967.71
90 02		POLICE SECURITY SERVICES	0	.00		0	.00		0	.00
90 03		CODE ENF ABATE/DEMO REV	12,594	17,247.09	137	25,188	18,692.09	74	151,132	132,439.91
90 04		MISC. POLICE REVENUES	1,527	345.43	23	3,054	353.43	12	18,325	17,971.57
90 05		INVESTIGATIVE COSTS REIM	4,082	2,914.32	71	8,164	4,138.01	51	48,995	44,856.99
90 09		PROPERTY REGISTRATION	166	1,200.00	723	332	1,800.00	542	2,000	200.00
90 12		LEISURE SVCS -CANCEL FEES	41	.00		82	165.00	201	500	335.00
90 *		OTHER MISC REVENUES	23,410	71,706.84	306	46,820	75,180.82	161	280,952	205,771.18
96 00		INSURANCE REFUND/PROCEEDS	0	28,440.75		0	40,595.75		0	40,595.75-
369	**	OTHER MISC REVENUES	23,410	100,147.59	428	46,820	115,776.57	247	280,952	165,175.43
360	***	MISCELLANEOUS REVENUES	51,678	304,982.27		103,356	530,571.44		620,214	89,642.56
380		OTHER SOURCES(NON-REV)								
381		INTERFUND TRANSFER								
91 03		TRF FROM CDBG (103)	0	.00		0	.00		0	.00
91 07		TRF FROM BUILDING (107)	0	.00		0	.00		0	.00
91 10		TRF FROM COCOA CRA (110)	12,500	12,500.00	100	25,000	25,000.00	100	150,000	125,000.00
91 11		TRF FROM DIAMOND SQ (111)	0	.00		0	.00		0	.00
91 14		TRF FROM ARPA (130)	0	.00		0	.00		0	.00
91 20		TRF FROM DBT SVC (201)	0	.00		0	.00		0	.00
91 21		TRF FROM W/S FUND (421)	0	.00		0	.00		0	.00
91 23		TRF FROM STORMWATER (423)	0	.00		0	.00		0	.00
91 25		TRF FROM W/S REST (425)	0	.00		0	.00		0	.00
91 26		TRF FROM W/S 2018B (426)	0	.00		0	.00		0	.00
91 30		TRF FROM CAP PROJ (301)	0	.00		0	.00		0	.00
91 31		TRF FROM FISKE BV (303)	0	.00		0	.00		0	.00
91 34		TRF DAY SLIPS/REJET (304)	0	.00		0	.00		0	.00
91 41		TRF FROM CONFISC (141)	0	.00		0	.00		0	.00
91 *		TRANSFER FROM	12,500	12,500.00	100	25,000	25,000.00	100	150,000	125,000.00

CITY OF COCOA, FLORIDA
REVENUE REPORT
17% OF YEAR LAPSED

ACCOUNTING PERIOD 02/2026

CITY OF COCOA, FLORIDA

FUND 001		GENERAL FUND		*****	CURRENT	*****	*****	YEAR-TO-DATE	*****	ANNUAL	UNREALIZED
ACCOUNT		ACCOUNT DESCRIPTION		ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
94	21	TRANS FR 421 OH ALLOC		709,883	709,883.08	100	1,419,767	1,419,766.16	100	8,518,597	7,098,830.84
94	23	TRANS FR 423 OH ALLOC		24,451	24,451.17	100	48,904	48,902.34	100	293,414	244,511.66
94	*	INTERFUND TRANSFER		734,334	734,334.25	100	1,468,671	1,468,668.50	100	8,812,011	7,343,342.50
381	**	INTERFUND TRANSFER		746,834	746,834.25	100	1,493,671	1,493,668.50	100	8,962,011	7,468,342.50
382		CONTRIBUTIONS ENTERPRISE									
40	00	CONTRIBUTIONS (ROI)		721,496	721,496.50	100	1,442,993	1,442,993.00	100	8,657,958	7,214,965.00
40	01	6% PILOFF		148,236	148,236.08	100	296,473	296,472.16	100	1,778,833	1,482,360.84
40	*	CONTRIBUTIONS (ROI)		869,732	869,732.58	100	1,739,466	1,739,465.16	100	10,436,791	8,697,325.84
382	**	CONTRIBUTIONS ENTERPRISE		869,732	869,732.58	100	1,739,466	1,739,465.16	100	10,436,791	8,697,325.84
383		INSTLMT PURCH/CAP LEASE									
10	33	POSTAGE MACHINE		0	.00		0	.00		0	.00
383	**	INSTLMT PURCH/CAP LEASE		0	.00		0	.00		0	.00
384		DEBT PROCEEDS									
00	00	DEBT PROCEEDS		0	.00		0	.00		0	.00
384	**	DEBT PROCEEDS		0	.00		0	.00		0	.00
389		NON OPERATING SOURCES									
90	00	NON OPERATING SOURCES		0	.00		0	.00		0	.00
99	10	CASH CARRY FORWARD		0	.00		0	.00		0	.00
99	11	RESTR. CASH CARRY FORWARD		0	.00		0	.00		0	.00
99	50	FUND BAL-APPROP. RESERVES		283,297	.00		315,342	.00		3,148,308	3,148,308.00
99	*	BALANCE FORWARD		283,297	.00		315,342	.00		3,148,308	3,148,308.00
389	**	NON OPERATING SOURCES		283,297	.00		315,342	.00		3,148,308	3,148,308.00
380	***	OTHER SOURCES(NON-REV)		1,899,863	1,616,566.83		3,548,479	3,233,133.66		22,547,110	19,313,976.34
FUND TOTAL		GENERAL FUND		4,868,749	3,395,457.30		9,486,251	6,187,258.71		58,174,093	51,986,834.29
GRAND TOTAL				4,868,749	3,395,457.30		9,486,251	6,187,258.71		58,174,093	51,986,834.29

FUND 001 GENERAL FUND		*****MONTH-TO-DATE*****			*****YEAR-TO-DATE*****			ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
ELE OBJ	ACCOUNT DESCRIPTION	BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP				
11-00	EXECUTIVE SALARIES	96639	67671.68	70	193278	132564.64	69	.00	1159723	1027158.36	11
11 **	EXECUTIVE SALARIES	96639	67671.68	70	193278	132564.64	69	.00	1159723	1027158.36	11
12-00	REGULAR SALARIES & WAGES	1293853	1072523.64	83	2587706	2011323.50	78	.00	15526354	13515030.50	13
12-06	SALARIES/CONTRACTUAL	16249	12793.00	79	32498	22390.00	69	.00	195000	172610.00	12
12-07	EMS 1ST RESPONDER	0	.00	0	0	.00	0	.00	0	.00	0
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-11	LEAVE INCENTIVE SELL BACK	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	4166	719.13	17	8332	82398.42	989	.00	50000	32398.42	165
12 **	REGULAR SALARIES & WAGES	1314268	1086035.77	83	2628536	2116111.92	81	.00	15771354	13655242.08	13
13-00	OTHER SALARIES & WAGES	106983	87742.73	82	213966	166908.88	78	.00	1283854	1116945.12	13
13 **	OTHER SALARIES & WAGES	106983	87742.73	82	213966	166908.88	78	.00	1283854	1116945.12	13
14-00	OVERTIME	54674	128229.06	235	109348	231569.29	212	.00	656166	424596.71	35
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	54674	128229.06	235	109348	231569.29	212	.00	656166	424596.71	35
15-00	SPECIAL PAY	32847	40322.12	123	65694	72383.34	110	.00	394193	321809.66	18
15 **	SPECIAL PAY	32847	40322.12	123	65694	72383.34	110	.00	394193	321809.66	18
20-00	CLOTHING/SHOE ALLOWANCE	2662	.00	0	5324	8913.97	167	.00	31985	23071.03	28
20 **	CLOTHING/SHOE ALLOWANCE	2662	.00	0	5324	8913.97	167	.00	31985	23071.03	28
21-00	FICA TAXES	115307	106236.45	92	230614	206254.94	89	.00	1383822	1177567.06	15
21 **	FICA TAXES	115307	106236.45	92	230614	206254.94	89	.00	1383822	1177567.06	15
22-00	RETIREMENT CONTRIBUTIONS	128141	110496.60	86	256282	241568.94	94	.00	1537822	1296253.06	16
22-01	FIRE PENSION	262586	233180.53	89	525172	444554.64	85	.00	3151039	2706484.36	14
22-02	STATE CONTRIBUTIONS	42928	.00	0	85856	.00	0	.00	515149	515149.00	0
22-03	NON-FRS RETIREMENT PLAN	3263	3032.77	93	6526	5681.63	87	.00	39170	33488.37	15
22 **	RETIREMENT CONTRIBUTIONS	436918	346709.90	79	873836	691805.21	79	.00	5243180	4551374.79	13

FUND 001 GENERAL FUND		*****MONTH-TO-DATE*****			*****YEAR-TO-DATE*****			ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
ELE OBJ	ACCOUNT DESCRIPTION	BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP				
23-00	INSURANCES	3130	3463.71	111	6260	4957.17	79	.00	37707	32749.83	13
23-02	MEDICARE PART B	46677	.00	0	93354	56723.80	61	.00	560133	503409.20	10
23-04	MEDICAL	318185	272174.56	86	636370	390179.28	61	.00	3818348	3428168.72	10
23-05	HEALTH GF RETIREES 50%	7289	5631.89	77	14578	11263.78	77	.00	87477	76213.22	13
23-06	HEALTH GF RETIREES 100%	21306	17407.66	82	42612	33939.06	80	.00	255683	221743.94	13
23-07	DENTAL INSURANCE	15555	12694.58	82	31110	19692.76	63	.00	186816	167123.24	11
23-08	VISION INSURANCE	2615	2186.59	84	5230	3410.92	65	.00	31510	28099.08	11
23-09	LONG TERM DISABILITY	3553	3701.18	104	7106	5253.90	74	.00	42771	37517.10	12
23-10	FSA HEALTH	0	.00	0	0	.00	0	.00	0	.00	0
23-11	FSA CHILDCARE	0	.00	0	0	.00	0	.00	0	.00	0
23 **	INSURANCES	418310	317260.17	76	836620	525420.67	63	.00	5020445	4495024.33	11
24-00	WORKER'S COMPENSATION	64456	31539.98	49	128912	59541.08	46	.00	773614	714072.92	8
24 **	WORKER'S COMPENSATION	64456	31539.98	49	128912	59541.08	46	.00	773614	714072.92	8
25-00	UNEMPLOYMENT COMPENSATION	833	.00	0	1666	.00	0	.00	10000	10000.00	0
25 **	UNEMPLOYMENT COMPENSATION	833	.00	0	1666	.00	0	.00	10000	10000.00	0
27-00	BENEFIT OFFSET	21689	17985.16	83	43378	25406.18	59	.00	260279	234872.82	10
27 **	BENEFIT OFFSET	21689	17985.16	83	43378	25406.18	59	.00	260279	234872.82	10
28-00	PER SVC OVERHEAD ALLOC	0	.00	0	0	.00	0	.00	0	.00	0
28 **	PER SVC OVERHEAD ALLOC	0	.00	0	0	.00	0	.00	0	.00	0
31-00	PROFESSIONAL SERVICES	46531	34417.42	74	87703	49677.62	57	287742.99	551568	214147.39	61
31-01	LEGAL EXPENSES	43495	35106.81	81	86990	35106.81	40	430348.19	521955	56500.00	89
31-02	MEDICAL SERVICES	4976	1441.15	29	9952	1441.15	15	53378.85	59720	4900.00	92
31-03	ENGINEERING SERVICES	0	.00	0	0	.00	0	.00	0	.00	0
31-05	EMS 1ST RESPONDER	2016	24163.56	1199	4032	24163.56	599	.00	24200	36.44	100
31-11	USDA MANAGE FOREST GRANT	0	.00	0	0	.00	0	.00	0	.00	0

FUND 001 GENERAL FUND		*****MONTH-TO-DATE*****			*****YEAR-TO-DATE*****			ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
ELE OBJ	ACCOUNT DESCRIPTION	BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP				
31-15	AFRICAN AM MUSE-GR2111	0	.00	0	0	.00	0	.00	0	.00	0
31-16	HTMOORE RESTOR-GR23HM	0	.00	0	0	.00	0	.00	0	.00	0
31-17	RESILIENT FL-FDEP 24PLN48	0	.00	0	0	.00	0	.00	0	.00	0
31-33	EMPLOYEE HEALTH CENTER	38750	38359.04	99	77500	38359.04	50	426640.96	465000	.00	100
31 **	PROFESSIONAL SERVICES	135768	133487.98	98	266177	148748.18	56	1198110.99	1622443	275583.83	83
32-00	ACCOUNTING & AUDITING	6500	.00	0	13000	.00	0	.00	78000	78000.00	0
32 **	ACCOUNTING & AUDITING	6500	.00	0	13000	.00	0	.00	78000	78000.00	0
34-00	CONTRACT SERVICES	159243	118842.90	75	304649	194211.52	64	615793.44	1897131	1087126.04	43
34-03	SOLID WASTE CONTRACT	294137	.00	0	588274	.00	0	.00	3529649	3529649.00	0
34-07	JANITORIAL CONTRACT SVS	333	.00	0	666	.00	0	.00	4000	4000.00	0
34-09	MOWING CONTRACTS	43833	36372.65	83	87666	65395.30	75	395483.90	526000	65120.80	88
34-23	JAG 2022-22-GG-02810	0	.00	0	0	.00	0	.00	0	.00	0
34 **	CONTRACT SERVICES	497546	155215.55	31	981255	259606.82	27	1011277.34	5956780	4685895.84	21
39-00	CONTINGENCY	18815	.00	0	39085	.00	0	.00	227248	227248.00	0
39-01	CONTINGENCY - FY21	0	.00	0	0	.00	0	.00	0	.00	0
39-02	CONTINGENCY - FY22	0	.00	0	0	.00	0	.00	0	.00	0
39-15	WAGE AND SALARY	0	.00	0	0	.00	0	.00	0	.00	0
39-20	FUEL, OIL & LUBRICANTS	0	.00	0	0	.00	0	.00	0	.00	0
39 **	CONTINGENCY	18815	.00	0	39085	.00	0	.00	227248	227248.00	0
40-00	TRAVEL & PER DIEM	7972	2813.07	35	15944	2796.42	18	.00	93279	90482.58	3
40-01	CAR ALLOWANCE	0	.00	0	0	.00	0	.00	0	.00	0
40-22	JAG-21-GG-01363	0	.00	0	0	.00	0	.00	0	.00	0
40-23	VOCA-2023-COCOA PD-00042	0	.00	0	0	.00	0	.00	0	.00	0
40 **	TRAVEL & PER DIEM	7972	2813.07	35	15944	2796.42	18	.00	93279	90482.58	3
41-00	COMMUNICATION	26371	4829.45	18	52742	41758.42	79	191584.35	316531	83188.23	74

FUND 001 GENERAL FUND		*****MONTH-TO-DATE*****			*****YEAR-TO-DATE*****			ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
ELE OBJ	ACCOUNT DESCRIPTION	BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP				
41-35	VOCA-2022-COCOA PD-00181	0	.00	0	0	.00	0	.00	0	.00	0
41 **	COMMUNICATION	26371	4829.45	18	52742	41758.42	79	191584.35	316531	83188.23	74
42-00	POSTAGE & FREIGHT	49052	48155.21	98	98104	50937.56	52	484727.47	588732	53066.97	91
42 **	POSTAGE & FREIGHT	49052	48155.21	98	98104	50937.56	52	484727.47	588732	53066.97	91
43-00	ELECTRIC/WATER/SEWER	82923	62703.71	76	165846	72741.97	44	817513.56	995104	104848.47	90
43 **	ELECTRIC/WATER/SEWER	82923	62703.71	76	165846	72741.97	44	817513.56	995104	104848.47	90
44-00	RENTALS AND LEASES	3610	2650.91	73	7220	5301.82	73	27879.18	43356	10175.00	77
44 **	RENTALS AND LEASES	3610	2650.91	73	7220	5301.82	73	27879.18	43356	10175.00	77
45-00	INSURANCE	83194	7220.12	9	166388	217316.04	131	.00	998330	781013.96	22
45 **	INSURANCE	83194	7220.12	9	166388	217316.04	131	.00	998330	781013.96	22
46-00	REPAIRS & MAINTENANCE	110113	44442.59	40	217403	93504.72	43	215904.20	1318602	1009193.08	24
46-02	REPAIR/MAINT BUILDING	45636	29218.22	64	85780	72203.70	84	54784.40	542140	415151.90	23
46-03	REPAIR/MAINT-VEHICLES	41448	9112.23	22	82699	17959.72	22	23901.64	496122	454260.64	8
46-04	HTMOORE RESTOR-GR23HM	0	.00	0	0	.00	0	.00	0	.00	0
46-05	HYDRANT FEES	23416	23205.90	99	46832	46411.80	99	.00	281000	234588.20	17
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	220613	105978.94	48	432714	230079.94	53	294590.24	2637864	2113193.82	20
47-00	PRINTING & BINDING	14976	10221.40	68	29952	15271.59	51	129816.51	179718	34629.90	81
47 **	PRINTING & BINDING	14976	10221.40	68	29952	15271.59	51	129816.51	179718	34629.90	81
48-00	PROMOTIONAL ACTIVITIES	6659	6603.12	99	13318	6603.12	50	2943.81	79975	70428.07	12
48-01	JAG 24-GG-04542	0	.00	0	0	.00	0	.00	0	.00	0
48-11	BUSINESS ASSIST. PROGRAM	41	.00	0	82	.00	0	.00	500	500.00	0
48 **	PROMOTIONAL ACTIVITIES	6700	6603.12	99	13400	6603.12	49	2943.81	80475	70928.07	12
49-00	OTHER CHARGES & OBLIG.	23793	32408.00	136	46022	34500.60	75	190279.48	284064	59283.92	79
49-02	ADVERTISING	124	.00	0	248	.00	0	.00	1500	1500.00	0

DETAIL BUDGET REPORT SUMMARY BY OBJECT
17% OF YEAR LAPSED
WITHOUT FIXED CHARGES

FUND 001 GENERAL FUND		*****MONTH-TO-DATE*****			*****YEAR-TO-DATE*****			ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
ELE OBJ	ACCOUNT DESCRIPTION	BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP				
49-06	BROWNFIELD PROG CITY COST	416	.00	0	832	.00	0	.00	5000	5000.00	0
49-07	BAD DEBT EXPENSE	0	1357.26	- 0	0	5260.15	- 0	.00	0	5260.15	0
49-08	CASH OVER/SHORT	0	.00	0	0	.00	0	.00	0	.00	0
49-21	PD INVESTIGATIVE FUNDS	2083	6440.00	309	4166	6440.00	155	.00	25000	18560.00	26
49-23	COM CRIME PREV (SPOT)	0	.00	0	0	.00	0	.00	0	.00	0
49-31	OVERHEAD ALLOCATION	0	.00	0	0	.00	0	.00	0	.00	0
49 **	OTHER CHARGES & OBLIG.	26416	37490.74	142	51268	35680.45	70	190279.48	315564	89604.07	72
51-00	OFFICE SUPPLIES	4392	2694.37	61	8823	2762.83	31	759.80	51923	48400.37	7
51-39	VOCA-2023-COCOA PD-00042	0	.00	0	0	.00	0	.00	0	.00	0
51 **	OFFICE SUPPLIES	4392	2694.37	61	8823	2762.83	31	759.80	51923	48400.37	7
52-00	OPERATING SUPPLIES	130101	56594.18	44	258096	97748.08	38	476491.85	1559107	984867.07	37
52-02	UNIFORMS-PURCHASED	9576	540.85	6	17559	1531.44	9	18536.49	113331	93263.07	18
52-05	EMS 1st RESP-CONSUM SUPP	6500	3156.43	49	13000	5072.99	39	54220.96	78009	18715.05	76
52-07	JANITORIAL SUPPLIES	4613	3363.16	73	9226	6364.38	69	.00	55388	49023.62	12
52-10	HEATING FUEL	474	642.76	136	948	642.76	68	4814.24	5688	231.00	96
52-22	BULLET PROOF V 2020	0	.00	0	0	.00	0	.00	0	.00	0
52-23	BULLET PROOF VEST 2021	0	.00	0	0	.00	0	.00	0	.00	0
52-26	BULLET PROOF VEST 2022	0	.00	0	0	.00	0	.00	0	.00	0
52-30	FUEL, OIL, & LUBRICANTS	26928	.00	0	53856	.00	0	.00	322111	322111.00	0
52-33	EMPLOYEE HEALTH CENTER	17083	32169.35	188	34166	32169.35	94	172830.65	205000	.00	100
52-35	VOCA-2022-COCOA PD-00181	0	.00	0	0	.00	0	.00	0	.00	0
52-36	FIREHOUSE SUBS - E-BIKES	0	.00	0	0	.00	0	.00	0	.00	0
52-37	JAG 23-GG-03233	0	.00	0	0	.00	0	.00	0	.00	0
52-38	BULLET PROOF VEST 2023	0	.00	0	0	.00	0	.00	0	.00	0
52-39	VOCA-2023-COCOA PD-00042	0	.00	0	0	.00	0	.00	0	.00	0

FUND 001 GENERAL FUND		*****MONTH-TO-DATE*****			*****YEAR-TO-DATE*****			ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
ELE OBJ	ACCOUNT DESCRIPTION	BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP				
52-40	BULLET PROOF VEST 2024	0	.00	0	0	.00	0	11432.92	0	11432.92	0
52 **	OPERATING SUPPLIES	195275	96466.73	49	386851	143529.00	37	738327.11	2338634	1456777.89	38
53-00	ROAD MATERIALS/SUPPLIES	5722	3558.64	62	11444	4363.64	38	17600.00	68675	46711.36	32
53 **	ROAD MATERIALS/SUPPLIES	5722	3558.64	62	11444	4363.64	38	17600.00	68675	46711.36	32
54-00	MEMBERSHIP/PUBLICATIONS	5784	34211.15	592	11568	35112.55	304	1493.68	65995	29388.77	56
54 **	MEMBERSHIP/PUBLICATIONS	5784	34211.15	592	11568	35112.55	304	1493.68	65995	29388.77	56
55-00	TRAINING	19390	8141.85	42	36498	27996.85	77	8524.14	229733	193212.01	16
55-01	EDA PROGRAM	833	.00	0	1666	156.00	9	.00	10000	9844.00	2
55-02	P/F HS RECRUITMENT	0	.00	0	0	.00	0	.00	0	.00	0
55-22	JAG 21-GG-01363	0	.00	0	0	.00	0	.00	0	.00	0
55-35	VOCA-2022-COCOA PD-00181	0	.00	0	0	.00	0	.00	0	.00	0
55-36	VOCA-2023-COCOA PD-00042	0	.00	0	0	.00	0	.00	0	.00	0
55 **	TRAINING	20223	8141.85	40	38164	28152.85	74	8524.14	239733	203056.01	15
56-15	IT-RELATED OPERATING EXP	90019	179070.74	199	176867	460197.53	260	88570.65	1073968	525199.82	51
56-16	FL CYBERSECURITY	0	.00	0	0	.00	0	.00	0	.00	0
56 **	TECHNOLOGY SYSTEMS	90019	179070.74	199	176867	460197.53	260	88570.65	1073968	525199.82	51
57-99	OVERHEAD ALLOCATION	0	.00	0	0	.00	0	.00	0	.00	0
57 **	OVERHEAD ALLOCATION	0	.00	0	0	.00	0	.00	0	.00	0
58-97	LABOR	0	.00	0	0	.00	0	.00	0	.00	0
58 **	WORK ORDER CHARGES	0	.00	0	0	.00	0	.00	0	.00	0
59-00	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
59 **	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
61-00	LAND	0	.00	0	0	.00	0	.00	0	.00	0
61 **	LAND	0	.00	0	0	.00	0	.00	0	.00	0
62-00	BUILDINGS	32344	.00	0	38260	.00	0	290704.00	361704	71000.00	80

FUND 001 GENERAL FUND		*****MONTH-TO-DATE*****			*****YEAR-TO-DATE*****			ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
ELE OBJ	ACCOUNT DESCRIPTION	BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP				
62-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
62 **	BUILDINGS	32344	.00	0	38260	.00	0	290704.00	361704	71000.00	80
63-00	INFRASTRUCTURE	59659	.00	0	117991	11765.45	10	.00	714595	702829.55	2
63-07	IMPROVE OTHER THAN BLDG	15434	19408.08	126	15434	19408.08	126	47716.41	169774	102649.51	40
63-13	FIND BV-CO-20-146 BT RAMP	0	.00	0	0	.00	0	.00	0	.00	0
63-14	FIND BV-CO-20-147 DREDGIN	0	.00	0	0	.00	0	.00	0	.00	0
63-15	FIND BV-CO-21-152 DRGP II	0	.00	0	0	.00	0	.00	0	.00	0
63-16	FIND BV-CO-21-151 BT PII	0	.00	0	0	.00	0	.00	0	.00	0
63-17	FIND BV-CO-23-159 WTRF P1	0	.00	0	0	.00	0	.00	0	.00	0
63 **	INFRASTRUCTURE	75093	19408.08	26	133425	31173.53	23	47716.41	884369	805479.06	9
64-00	MACHINERY AND EQUIPMENT	248582	.00	0	351822	66908.00	19	2217916.56	2837682	552857.44	81
64-07	NFC GRANT PROVOST PK	26025	.00	0	54757	.00	0	285000.00	315000	30000.00	91
64-15	IT HARDWARE	32342	.00	0	34842	.00	0	328263.00	358263	30000.00	92
64-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
64-34	LEASED POSTAGE METER	0	.00	0	0	.00	0	.00	0	.00	0
64-60	SBITA INTANG ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY AND EQUIPMENT	306949	.00	0	441421	66908.00	15	2831179.56	3510945	612857.44	83
68-10	SFTWR & OTHER INTANGIBLES	0	.00	0	0	.00	0	.00	0	.00	0
68 **	INTANGIBLE ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
71-00	DEBT SERVICE - PRINCIPAL	0	.00	0	0	.00	0	.00	0	.00	0
71-30	LEASE - COPIERS	5935	8616.00	145	11870	8616.00	73	.00	71220	62604.00	12
71-33	LEASED POSTAGE METER	382	.00	0	764	.00	0	4594.01	4595	.99	100
71-60	SBITA - ESRI SGEA	2284	.00	0	4568	.00	0	.00	27416	27416.00	0
71-61	SBITA - VERTEKS	2202	.00	0	4404	.00	0	.00	26430	26430.00	0
71-62	SBITA - VERTEKS 5-9	0	.00	0	0	.00	0	.00	0	.00	0

DETAIL BUDGET REPORT SUMMARY BY OBJECT
17% OF YEAR LAPSED
WITHOUT FIXED CHARGES

FUND 001 GENERAL FUND		*****MONTH-TO-DATE*****			*****YEAR-TO-DATE*****			ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
ELE OBJ	ACCOUNT DESCRIPTION	BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP				
71-63	SBITA - CLEARGOV	88-	.00	0	881	.00	0	.00	0	.00	0
71-64	SBITA - VECTOR TGT SOL	0	.00	0	0	.00	0	.00	0	.00	0
71-65	SBITA - NEOGOV	0	.00	0	0	.00	0	.00	0	.00	0
71-66	SBITA - BRAZOS (TYLR)	0	.00	0	0	.00	0	.00	0	.00	0
71-67	SBITA - SOCRATA (TYLR)	0	.00	0	0	.00	0	.00	0	.00	0
71-68	SBITA - KRONOS TELSTFF	314	.00	0	628	.00	0	.00	3771	3771.00	0
71-69	SBITA - SAMSARA	0	.00	0	0	.00	0	.00	0	.00	0
71-70	SBITA - DEBTBOOK	215	.00	0	430	.00	0	.00	2590	2590.00	0
71-72	SBITA - BRIGHTLY ASSET	2068	.00	0	4136	24820.21	600	.00	24821	.79	100
71 **	DEBT SERVICE - PRINCIPAL	13312	8616.00	65	27681	33436.21	121	4594.01	160843	122812.78	24
72-30	LEASE - COPIERS	0	.00	0	0	.00	0	.00	5	5.00	0
72-33	LEASED POSTAGE METER	35	.00	0	70	.00	0	425.83	426	.17	100
72-60	SBITA - ESRI SGEA	82	.00	0	164	.00	0	.00	985	985.00	0
72-61	SBITA - VERTEKS	37	.00	0	74	.00	0	.00	451	451.00	0
72-62	SBITA - VERTEKS 5-9	0	.00	0	0	.00	0	.00	0	.00	0
72-63	SBITA - CLEARGOV	13-	.00	0	122	.00	0	.00	0	.00	0
72-64	SBITA - VECTOR TRGT SOL	0	.00	0	0	.00	0	.00	0	.00	0
72-65	SBITA - NEOGOV	0	.00	0	0	.00	0	.00	0	.00	0
72-66	SBITA - BRAZOS (TYLR)	0	.00	0	0	.00	0	.00	0	.00	0
72-67	SBITA - SCORATA (TYLR)	0	.00	0	0	.00	0	.00	0	.00	0
72-68	SBITA - KRONOS TELSTFF	2	.00	0	4	.00	0	.00	30	30.00	0
72-69	SBITA - SAMSARA	0	.00	0	0	.00	0	.00	0	.00	0
72-70	SBITA - DEBTBOOK	0	.00	0	0	.00	0	.00	0	.00	0
72-72	SBITA - BRIGHTLY ASSET	74	.00	0	148	891.29	602	.00	892	.71	100
72 **	DEBT SERVICE - INTEREST	217	.00	0	582	891.29	153	425.83	2789	1471.88	47

DETAIL BUDGET REPORT SUMMARY BY OBJECT
17% OF YEAR LAPSED
WITHOUT FIXED CHARGES

FUND 001 GENERAL FUND		*****MONTH-TO-DATE*****			*****YEAR-TO-DATE*****			ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
ELE OBJ	ACCOUNT DESCRIPTION	BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP				
73-00	OTHER DEBT SVC COSTS	0	.00	0	0	.00	0	.00	0	.00	0
73 **	OTHER DEBT SVC COSTS	0	.00	0	0	.00	0	.00	0	.00	0
81-00	AIDS TO GOVT AGENCY	0	.00	0	0	.00	0	.00	1810607	1810607.00	0
81 **	AIDS TO GOVT AGENCY	0	.00	0	0	.00	0	.00	1810607	1810607.00	0
82-01	ECON DEV INCENTIVE CONTR	0	.00	0	0	.00	0	.00	0	.00	0
82 **	AID TO PRIVATE ORGANIZAT	0	.00	0	0	.00	0	.00	0	.00	0
83-00	OTHER GRANTS & AIDS	0	.00	0	0	.00	0	.00	0	.00	0
83-01	MISC GRANTS/DONATIONS	0	.00	0	0	.00	0	.00	0	.00	0
83-11	UPSTART COCOA PROGRAM	1666	13158.02	790	3332	14358.02	431	.00	20000	5641.98	72
83 **	OTHER GRANTS & AIDS	1666	13158.02	790	3332	14358.02	431	.00	20000	5641.98	72
91-03	TO CDBG (103)	0	.00	0	0	.00	0	.00	0	.00	0
91-04	TO HOME (104)	0	.00	0	0	.00	0	.00	0	.00	0
91-07	TO BLDG PERM(107)	0	.00	0	0	.00	0	.00	0	.00	0
91-08	TO SEC 108 LOAN (108)	0	.00	0	0	.00	0	.00	0	.00	0
91-10	TO COCOA CRA (110)	0	.00	0	0	.00	0	.00	0	.00	0
91-11	TO DIAMOND SQ (111)	0	.00	0	0	.00	0	.00	0	.00	0
91-12	TO US 1 CRA (112)	0	.00	0	0	.00	0	.00	0	.00	0
91-20	TO GF DEBT SVC (201)	121289	121288.90	100	242578	242577.80	100	.00	1461869	1219291.20	17
91-21	TO WATER SEWER (421)	0	.00	0	0	.00	0	.00	0	.00	0
91-23	TO STORMWATER (423)	0	.00	0	0	.00	0	.00	0	.00	0
91-25	TO RESTRCTD ASSET (425)	0	.00	0	0	.00	0	.00	0	.00	0
91-26	TO W/S 2018B (426)	0	.00	0	0	.00	0	.00	0	.00	0
91-30	TO GF CAP PROJ (301)	0	.00	0	0	.00	0	.00	0	.00	0
91-32	TO RVRFRNT/LWP (302)	0	.00	0	0	.00	0	.00	0	.00	0
91-33	TO FISKE CAP PROJ (303)	0	.00	0	0	.00	0	.00	0	.00	0

DETAIL BUDGET REPORT SUMMARY BY OBJECT
17% OF YEAR LAPSED
WITHOUT FIXED CHARGES

FUND 001 GENERAL FUND		*****MONTH-TO-DATE*****			*****YEAR-TO-DATE*****			ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
ELE OBJ	ACCOUNT DESCRIPTION	BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP				

91-52	TO W/C INS FUND (520)	0	.00	0	0	.00	0	.00	0	.00	0
91-53	TO HEALTH INS FUND (530)	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	121289	121288.90	100	242578	242577.80	100	.00	1461869	1219291.20	17
FUND 001	TOTAL *****										
	GENERAL FUND	4718327	3293717.70	70	9185263	6387185.70	70	8378618.12	58174093	43408289.18	25
GRAND	TOTAL *****										
		4718327	3293717.70	70	9185263	6387185.70	70	8378618.12	58174093	43408289.18	25



FY 2026 Budget by Classification Report - Summary Listing

11/30/2025

Target for November 2025 is 17%

FUND 423 - STORMWATER FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
*STORMWATER ASSESSMENT	\$ 2,401,415	\$ -	\$ 36,342	\$ 2,365,073	2%
CHARGES FOR SERVICES	\$ -	\$ -	\$ -	\$ -	0%
INTERGOVERNMENTAL/GRANT	\$ -	\$ -	\$ -	\$ -	0%
MISCELLANEOUS	\$ 400	\$ -	\$ 15,458	\$ (15,058)	3864%
**OTHER SOURCES (NON-REVENUE)	\$ 38,825	\$ -	\$ -	\$ 38,825	0%
REVENUE TOTALS	\$ 2,440,640	-	\$ 51,800	\$ 2,388,840	2%
EXPENSE					
SALARIES AND BENEFITS	\$ 641,393	\$ -	\$ 91,713	\$ 549,680	14%
OPERATING EXPENDITURES	\$ 913,608	\$ 258,411	\$ 37,466	\$ 617,731	4%
CAPITAL OUTLAY	\$ 592,225	\$ 31,225	\$ 407,439	\$ 153,561	69%
OTHER SOURCES (NON-REVENUE)	\$ -	\$ -	\$ -	\$ -	0%
NON-OPERATING USES	\$ 293,414	\$ -	\$ 48,902	\$ 244,512	17%
EXPENSE TOTALS	\$ 2,440,640	\$ 289,636	\$ 585,520	\$ 1,565,483	36%
REVENUE TOTALS	\$ 2,440,640	\$ -	\$ 51,800	\$ 2,388,840	2%
EXPENSE TOTALS	\$ 2,440,640	\$ 289,636	\$ 585,520	\$ 1,565,483	36%
	\$ -	\$ (289,636)	\$ (533,720)	\$ 823,356	

*Stormwater Assessment Revenues come in November-March

CITY OF COCOA, FLORIDA
REVENUE REPORT
17% OF YEAR LAPSED

ACCOUNTING PERIOD 02/2026

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER FUND		ACCOUNT	*****	CURRENT	*****	*****	YEAR-TO-DATE	*****	ANNUAL	UNREALIZED
ACCOUNT		DESCRIPTION	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
330		INTERGOVERNMENTAL REVENUE								
331		FEDERAL GRANTS								
	30 02	FDEM H0477 LS#1	0	.00		0	.00		0	.00
	50 01	FEDERAL DISASTER REIMB	0	.00		0	.00		0	.00
331	**	FEDERAL GRANTS	0	.00		0	.00		0	.00
334		STATE GRANT								
	50 01	STATE DISASTER REIMB	0	25,326.47		0	25,326.47		0	25,326.47-
334	**	STATE GRANT	0	25,326.47		0	25,326.47		0	25,326.47-
337		GRANTS FROM LOCAL UNITS								
	30 00	PHYSICAL ENVIRONMENT	0	.00		0	.00		0	.00
337	**	GRANTS FROM LOCAL UNITS	0	.00		0	.00		0	.00
330	***	INTERGOVERNMENTAL REVENUE	0	25,326.47		0	25,326.47		0	25,326.47-
340		CHARGES FOR SERVICES								
343		PHYSICAL ENVIRONMENT								
	30 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
	31 00	WATER SALES	5,817,256	5,618,554.09	97	11,634,512	11,295,040.54	97	69,807,082	58,512,041.46
	33 00	WATER CONNECTION FEE	47,267	45,340.94	96	94,534	93,771.82	99	567,211	473,439.18
	36 00	WATER HYDRANT FEES	354,133	384,478.17	109	708,266	768,867.73	109	4,249,602	3,480,734.27
	39 06	HYDRANT RESID FLOW TEST	141	600.00	426	282	1,950.00	692	1,696	254.00-
	39 07	BACKFLOW DEVICE TEST	12,808	20,496.18	160	25,616	41,452.07	162	153,700	112,247.93
	39 08	JUMPER METERS	61	100.00-	164	122	100.00	82	742	642.00
	39 09	PLAN REVIEW/CONST INSPECT	1,060	2,250.00	212	2,120	5,250.00	248	12,720	7,470.00
	39 10	BACKFLOW PRV/RLCT TEMP	44	105.42	240	88	610.84	694	530	80.84-
	39 *	WATER OTHER INCOME	14,114	23,351.60	165	28,228	49,362.91	175	169,388	120,025.09
	51 00	SEWER SALES	671,643	678,204.51	101	1,343,286	1,407,087.89	105	8,059,722	6,652,634.11
	51 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
	51 *	SEWER SALES	671,643	678,204.51	101	1,343,286	1,407,087.89	105	8,059,722	6,652,634.11
	53 02	SEWER CONN INDIAN HILLS	0	.00		0	.00		0	.00
	59 01	GREASE TRAP PERMITS	547	825.58	151	1,094	1,752.71	160	6,572	4,819.29
	60 00	REUSE WATER SALES	38,470	36,003.00	94	76,940	74,326.13	97	461,646	387,319.87
	60 01	REUSE WATER INSTALLATION	618	.00		1,236	602.00	49	7,420	6,818.00
	60 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
	60 *	REUSE WATER SALES	39,088	36,003.00	92	78,176	74,928.13	96	469,066	394,137.87
	90 10	OTHER EARNED NOT BILLED	0	.00		0	.00		0	.00
343	**	PHYSICAL ENVIRONMENT	6,944,048	6,786,757.89	98	13,888,096	13,690,811.73	99	83,328,643	69,637,831.27
340	***	CHARGES FOR SERVICES	6,944,048	6,786,757.89		13,888,096	13,690,811.73		83,328,643	69,637,831.27

CITY OF COCOA, FLORIDA
REVENUE REPORT
17% OF YEAR LAPSED

ACCOUNTING PERIOD 02/2026

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER FUND		*****	CURRENT	*****	*****	YEAR-TO-DATE	*****	ANNUAL	UNREALIZED
ACCOUNT	DESCRIPTION	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
360	MISCELLANEOUS REVENUES								
361	INTEREST & OTHER EARNINGS								
10 00	INTEREST	0	1,652.03		0	3,270.40		0	3,270.40-
10 02	INVESTMENT INTEREST	25,000	542.09	2	50,000	33,675.58	67	300,000	266,324.42
10 10	FLORIDA PRIME INTEREST	0	17,120.99		0	79,344.05		0	79,344.05-
10 11	INTEREST/CBOS	0	.00		0	.00		0	.00
10 *	INTEREST	25,000	19,315.11	77	50,000	116,290.03	233	300,000	183,709.97
30 00	NET INC/DEC FMV INVESTMNT	0	.00		0	.00		0	.00
40 00	GAIN/(LOSS) SALE INVEST	0	.00		0	.00		0	.00
40 02	UNREALIZED GAIN/(LOSS)	0	.00		0	.00		0	.00
40 *	GAIN/(LOSS) SALE INVEST	0	.00		0	.00		0	.00
361	** INTEREST & OTHER EARNINGS	25,000	19,315.11	77	50,000	116,290.03	233	300,000	183,709.97
362	00 00 RENT AND ROYALTIES	108	.00		216	1,300.00	602	1,300	.00
362	** RENT AND ROYALTIES	108	.00		216	1,300.00	602	1,300	.00
364	00 00 DISPOSITION FIXED ASSETS	0	.00		0	.00		0	.00
	10 00 GAIN/(LOSS)SALE OF F/A	0	.00		0	.00		0	.00
364	** DISPOSITION FIXED ASSETS	0	.00		0	.00		0	.00
365	00 00 SALE SURPLUS MTRLS &SCRAP	265	429.37	162	530	429.37	81	3,180	2,750.63
365	** SALE SURPLUS MTRLS &SCRAP	265	429.37	162	530	429.37	81	3,180	2,750.63
369	90 00 OTHER MISC REVENUES	4,308	1,310.93	30	8,616	6,834.51	79	51,705	44,870.49
	90 06 SETTLEMENTS	0	.00		0	.00		0	.00
	90 * OTHER MISC REVENUES	4,308	1,310.93	30	8,616	6,834.51	79	51,705	44,870.49
	96 00 INSURANCE REFUND/PROCEEDS	0	.00		0	.00		0	.00
369	** OTHER MISC REVENUES	4,308	1,310.93	30	8,616	6,834.51	79	51,705	44,870.49
360	*** MISCELLANEOUS REVENUES	29,681	21,055.41		59,362	124,853.91		356,185	231,331.09
380	OTHER SOURCES(NON-REV)								
381	91 01 INTERFUND TRANSFER								
	GENERAL FUND (001)	0	.00		0	.00		0	.00

CITY OF COCOA, FLORIDA
REVENUE REPORT
17% OF YEAR LAPSED

ACCOUNTING PERIOD 02/2026

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER FUND										
ACCOUNT		ACCOUNT DESCRIPTION	***** ESTIMATED	CURRENT ACTUAL	***** %REV	***** ESTIMATED	YEAR-TO-DATE ACTUAL	***** %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
91	24	RENEW & REPLACE (424)	0	.00		0	.00		0	.00
91	25	TRF FROM W/S REST (425)	0	.00		0	.00		0	.00
91	26	TRF FROM W/S 2018B (426)	0	.00		0	.00		0	.00
91	27	TRF FROM W/S RESRVS (425)	0	.00		0	.00		0	.00
91	42	W/S IMPACT FEE (422)	0	.00		0	.00		0	.00
91	52	TRF FROM WORK COMP (520)	0	.00		0	.00		0	.00
91	*	TRANSFER FROM	0	.00		0	.00		0	.00
381	**	INTERFUND TRANSFER	0	.00		0	.00		0	.00
383	10 00	INSTLMT PURCH/CAP LEASE LEASE PROCEEDS	0	.00		0	.00		0	.00
383	**	INSTLMT PURCH/CAP LEASE	0	.00		0	.00		0	.00
389		NON OPERATING SOURCES								
	30 01	SRF LOAN PROCEEDS	0	.00		0	.00		0	.00
	85 00	CAP CONTRIB PRIVATE SRCS	0	.00		0	.00		0	.00
	99 10	CASH CARRY FORWARD	0	.00		0	.00		0	.00
	99 11	RESTR. CASH CARRY FORWARD	0	.00		0	.00		0	.00
	99 50	FUND BAL-APPROP. RESERVES	1,371,130	.00		2,585,531	.00		16,296,842	16,296,842.00
	99 *	BALANCE FORWARD	1,371,130	.00		2,585,531	.00		16,296,842	16,296,842.00
389	**	NON OPERATING SOURCES	1,371,130	.00		2,585,531	.00		16,296,842	16,296,842.00
380	***	OTHER SOURCES(NON-REV)	1,371,130	.00		2,585,531	.00		16,296,842	16,296,842.00
FUND TOTAL WATER/SEWER FUND			8,344,859	6,833,139.77		16,532,989	13,840,992.11		99,981,670	86,140,677.89
GRAND TOTAL			8,344,859	6,833,139.77		16,532,989	13,840,992.11		99,981,670	86,140,677.89

FUND 421 WATER/SEWER FUND		*****MONTH-TO-DATE*****			*****YEAR-TO-DATE*****			ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
ELE OBJ	ACCOUNT DESCRIPTION	BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP				
11-00	EXECUTIVE SALARIES	15912	14648.00	92	31824	27499.68	86	.00	190947	163447.32	14
11 **	EXECUTIVE SALARIES	15912	14648.00	92	31824	27499.68	86	.00	190947	163447.32	14
12-00	REGULAR SALARIES & WAGES	1078008	836184.07	78	2156016	1555171.14	72	.00	12936142	11380970.86	12
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	0	570.66	0	0	1131.37	0	.00	0	1131.37-	0
12-15	SETTLEMENT WAGES	0	.00	0	0	.00	0	.00	0	.00	0
12 **	REGULAR SALARIES & WAGES	1078008	836754.73	78	2156016	1556302.51	72	.00	12936142	11379839.49	12
13-00	OTHER SALARIES & WAGES	54338	52041.76	96	108676	97520.05	90	.00	652084	554563.95	15
13 **	OTHER SALARIES & WAGES	54338	52041.76	96	108676	97520.05	90	.00	652084	554563.95	15
14-00	OVERTIME	80279	107855.18	134	160558	188821.98	118	.00	963401	774579.02	20
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	80279	107855.18	134	160558	188821.98	118	.00	963401	774579.02	20
15-00	SPECIAL PAY	0	39.75	0	0	75.71	0	.00	0	75.71-	0
15 **	SPECIAL PAY	0	39.75	0	0	75.71	0	.00	0	75.71-	0
20-00	CLOTHING/SHOE ALLOWANCE	3224	350.00	11	6448	25085.00	389	.00	38725	13640.00	65
20 **	CLOTHING/SHOE ALLOWANCE	3224	350.00	11	6448	25085.00	389	.00	38725	13640.00	65
21-00	FICA TAXES	92170	75782.73	82	184340	142628.59	77	.00	1106070	963441.41	13
21 **	FICA TAXES	92170	75782.73	82	184340	142628.59	77	.00	1106070	963441.41	13
22-00	RETIREMENT CONTRIBUTIONS	168536	150631.46	89	337072	324873.12	96	.00	2022483	1697609.88	16
22-01	POLICE/FIRE	0	.00	0	0	.00	0	.00	0	.00	0
22-03	NON FRS RETIREMENT CONT	565	523.34	93	1130	967.85	86	.00	6787	5819.15	14
22 **	RETIREMENT CONTRIBUTIONS	169101	151154.80	89	338202	325840.97	96	.00	2029270	1703429.03	16
23-00	INSURANCES	2190	2399.84	110	4380	3377.17	77	.00	26314	22936.83	13
23-02	RETIREEES OTHER INSURANCES	14288	.00	0	28576	15653.60	55	.00	171466	155812.40	9
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0

FUND 421 WATER/SEWER FUND		*****MONTH-TO-DATE*****			*****YEAR-TO-DATE*****			ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
ELE OBJ	ACCOUNT DESCRIPTION	BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP				
23-04	MEDICAL	265750	221916.90	84	531500	311994.58	59	.00	3189036	2877041.42	10
23-05	HEALTH RETIREES 50%	1682	1023.98	61	3364	2047.96	61	.00	20187	18139.04	10
23-06	HEALTH RETIREES 100%	5607	4089.82	73	11214	8179.64	73	.00	67285	59105.36	12
23-07	DENTAL INSURANCE	11848	9198.71	78	23696	13405.63	57	.00	142220	128814.37	9
23-08	VISION INSURANCE	2001	1593.74	80	4002	2324.02	58	.00	24060	21735.98	10
23-09	LONG TERM DISABILITY	2602	2753.12	106	5204	3874.14	74	.00	31283	27408.86	12
23-10	FSA HEALTH	0	.00	0	0	.00	0	.00	0	.00	0
23-11	FSA CHILDCARE	0	.00	0	0	.00	0	.00	0	.00	0
23-99	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
23 **	INSURANCES	305968	242976.11	79	611936	360856.74	59	.00	3671851	3310994.26	10
24-00	WORKER'S COMPENSATION	36073	16671.68	46	72146	30719.46	43	.00	432911	402191.54	7
24 **	WORKER'S COMPENSATION	36073	16671.68	46	72146	30719.46	43	.00	432911	402191.54	7
25-00	UNEMPLOYMENT COMPENSATION	833	.00	0	1666	.00	0	.00	10000	10000.00	0
25 **	UNEMPLOYMENT COMPENSATION	833	.00	0	1666	.00	0	.00	10000	10000.00	0
26-00	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
26 **	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
27-00	BENEFIT OFFSET	14550	11700.00	80	29100	16435.96	57	.00	174600	158164.04	9
27 **	BENEFIT OFFSET	14550	11700.00	80	29100	16435.96	57	.00	174600	158164.04	9
31-00	PROFESSIONAL SERVICES	66944	11742.00	18	131427	11742.00	9	64135.00	800886	725009.00	10
31-01	LEGAL EXPENSES	9877	.00	0	18210	.00	0	26976.01	116977	90000.99	23
31-02	MEDICAL SERVICES	0	.00	0	0	.00	0	.00	0	.00	0
31-03	ENGINEERING SERVICES	175596	102589.00	58	310314	102589.00	33	1814266.59	2066285	149429.41	93
31-27	TCR PROJECT-COCOA	22311	.00	0	22311	.00	0	245418.86	245419	.14	100
31-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
31 **	PROFESSIONAL SERVICES	274728	114331.00	42	482262	114331.00	24	2150796.46	3229567	964439.54	70

FUND 421 WATER/SEWER FUND		*****MONTH-TO-DATE*****			*****YEAR-TO-DATE*****			ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
ELE OBJ	ACCOUNT DESCRIPTION	BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP				
32-00	ACCOUNTING & AUDITING	0	.00	0	0	.00	0	.00	0	.00	0
32 **	ACCOUNTING & AUDITING	0	.00	0	0	.00	0	.00	0	.00	0
34-00	CONTRACT SERVICES	186031	108203.31	58	368642	146134.32	40	726570.07	2228987	1356282.61	39
34-09	MOWING CONTRACTS	0	.00	0	0	.00	0	.00	0	.00	0
34-10	COST OF GENERAL FUND SVCS	0	.00	0	0	.00	0	.00	0	.00	0
34 **	CONTRACT SERVICES	186031	108203.31	58	368642	146134.32	40	726570.07	2228987	1356282.61	39
39-00	CONTINGENCY	137333	.00	0	274666	.00	0	.00	1648000	1648000.00	0
39-02	BOND RESERVE	0	.00	0	0	.00	0	.00	0	.00	0
39-15	WAGE AND SALARY	0	.00	0	0	.00	0	.00	0	.00	0
39 **	CONTINGENCY	137333	.00	0	274666	.00	0	.00	1648000	1648000.00	0
40-00	TRAVEL AND PER DIEM	1435	.00	0	2870	.00	0	.00	17244	17244.00	0
40-01	CAR ALLOWANCE	0	.00	0	0	.00	0	.00	0	.00	0
40 **	TRAVEL AND PER DIEM	1435	.00	0	2870	.00	0	.00	17244	17244.00	0
41-00	COMMUNICATION	17807	7907.92	44	35614	36001.00	101	175102.80	213724	2620.20	99
41 **	COMMUNICATION	17807	7907.92	44	35614	36001.00	101	175102.80	213724	2620.20	99
42-00	FREIGHT & POSTAGE SERVICE	972	189.79	20	1944	274.36	14	.00	11710	11435.64	2
42 **	FREIGHT & POSTAGE SERVICE	972	189.79	20	1944	274.36	14	.00	11710	11435.64	2
43-00	ELECTRIC/WATER/SEWER	208310	179401.15	86	416620	186444.16	45	2268820.14	2499734	44469.70	98
43 **	ELECTRIC/WATER/SEWER	208310	179401.15	86	416620	186444.16	45	2268820.14	2499734	44469.70	98
44-00	RENTAL AND LEASES	3974	5008.50	126	7948	9158.50	115	262.50	47715	38294.00	20
44-21	DUKE ENERGY-GENERATOR	0	.00	0	0	.00	0	.00	0	.00	0
44 **	RENTAL AND LEASES	3974	5008.50	126	7948	9158.50	115	262.50	47715	38294.00	20
45-00	INSURANCE	119817	5177.51	4	239634	290315.22	121	.00	1437821	1147505.78	20
45 **	INSURANCE	119817	5177.51	4	239634	290315.22	121	.00	1437821	1147505.78	20
46-00	REPAIRS & MAINTENANCE	573713	305552.02	53	1128458	760079.51	67	1194419.51	6865636	4911136.98	29

FUND 421 WATER/SEWER FUND		*****MONTH-TO-DATE*****			*****YEAR-TO-DATE*****			ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
ELE OBJ	ACCOUNT DESCRIPTION	BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP				
46-02	REPAIR/MAINT BUILDING	36392	1512.80	4	46008	6206.55	14	292846.16	409953	110900.29	73
46-03	REPAIR/MAINT-VEHICLES	27117	1822.29	7	54234	2522.28	5	425.00-	325447	323349.72	1
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	637222	308887.11	49	1228700	768808.34	63	1486840.67	7601036	5345386.99	30
47-00	PRINTING & BINDING	800	.00	0	1600	.00	0	4499.75	9640	5140.25	47
47 **	PRINTING & BINDING	800	.00	0	1600	.00	0	4499.75	9640	5140.25	47
48-00	PROMOTIONAL ACTIVITIES	2116	50.00	2	4232	250.00	6	.00	25400	25150.00	1
48 **	PROMOTIONAL ACTIVITIES	2116	50.00	2	4232	250.00	6	.00	25400	25150.00	1
49-00	OTHER CHARGES & OBLIG.	15155	18446.65	122	30310	29418.58	97	.00	181897	152478.42	16
49-02	ADVERTISING	0	.00	0	0	.00	0	.00	0	.00	0
49-07	BAD DEBT EXPENSE	0	2298.43-	0	0	9878.46-	0	.00	0	9878.46	0
49-08	CASH OVER & UNDER	0	13.33-	0	0	95.49-	0	.00	0	95.49	0
49-09	DOCUMENT RECORDING CHGS	500	235.50	47	1000	464.50-	47-	5764.50	6000	700.00	88
49-15	OBSOLETE INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-17	DAMAGED INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-31	OVERHEAD ALLOCATION	0	.00	0	0	.00	0	.00	0	.00	0
49 **	OTHER CHARGES & OBLIG.	15655	16370.39	105	31310	18980.13	61	5764.50	187897	163152.37	13
51-00	OFFICE SUPPLIES	2020	1184.69	59	4040	1184.69	29	.00	24281	23096.31	5
51 **	OFFICE SUPPLIES	2020	1184.69	59	4040	1184.69	29	.00	24281	23096.31	5
52-00	OPERATING SUPPLIES	72028	95703.67	133	145175	169316.91	117	286615.99	865499	409566.10	53
52-02	UNIFORMS-PURCHASED	0	149.50	0	0	149.50	0	.00	0	149.50-	0
52-07	JANITORIAL SUPPLIES	853	796.76	93	1706	2007.16	118	.00	10240	8232.84	20
52-09	CHEMICALS	637004	458063.72	72	1274008	949223.79	75	6093342.64	7644057	601490.57	92
52-30	FUEL OIL & LUBRICANTS	43660	43.22	0	87320	85.20	0	26414.80	523975	497475.00	5
52-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0

FUND 421 WATER/SEWER FUND		*****MONTH-TO-DATE*****			*****YEAR-TO-DATE*****			ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
ELE OBJ	ACCOUNT DESCRIPTION	BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP				
52 **	OPERATING SUPPLIES	753545	554756.87	74	1508209	1120782.56	74	6406373.43	9043771	1516615.01	83
53-00	ROAD MATERIALS/SUPPLIES	2915	.00	0	5830	.00	0	25000.00	35000	10000.00	71
53 **	ROAD MATERIALS/SUPPLIES	2915	.00	0	5830	.00	0	25000.00	35000	10000.00	71
54-00	MEMBERSHIP/PUBLICATIONS	3415	1035.00	30	6830	34545.00	506	.00	41016	6471.00	84
54 **	MEMBERSHIP/PUBLICATIONS	3415	1035.00	30	6830	34545.00	506	.00	41016	6471.00	84
55-00	TRAINING	7656	12589.20	164	15312	12589.20	82	.00	91910	79320.80	14
55-01	EDA PROGRAM	416	.00	0	832	.00	0	.00	5000	5000.00	0
55 **	TRAINING	8072	12589.20	156	16144	12589.20	78	.00	96910	84320.80	13
56-00	TECHNOLOGY SYSTEMS	0	.00	0	0	.00	0	.00	0	.00	0
56-15	IT-RELATED OPERATING EXP	24859	73043.25	294	45650	239616.78	525	14202.68-	294246	68831.90	77
56 **	TECHNOLOGY SYSTEMS	24859	73043.25	294	45650	239616.78	525	14202.68-	294246	68831.90	77
59-00	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
59 **	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
61-00	LAND	0	.00	0	0	.00	0	.00	0	.00	0
61 **	LAND	0	.00	0	0	.00	0	.00	0	.00	0
62-00	BUILDINGS	9625	.00	0	19250	.00	0	.00	115500	115500.00	0
62 **	BUILDINGS	9625	.00	0	19250	.00	0	.00	115500	115500.00	0
63-00	INFRASTRUCTURE	28051	.00	0	28051	.00	0	203840.50	308557	104716.50	66
63-06	FDEM H0477 LS#1	0	.00	0	0	.00	0	.00	0	.00	0
63-07	IMPROVE OTHER THAN BLDG	9151	.00	0	13871	.00	0	48736.00	105381	56645.00	46
63 **	INFRASTRUCTURE	37202	.00	0	41922	.00	0	252576.50	413938	161361.50	61
64-00	MACHINERY & EQUIPMENT	111711	350856.34	314	218482	426843.85	195	246994.52	1335612	661773.63	51
64-15	IT HARDWARE	833	518.49	62	1666	518.49	31	4932.27	10000	4549.24	55
64-60	SBITA INTANG ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY & EQUIPMENT	112544	351374.83	312	220148	427362.34	194	251926.79	1345612	666322.87	51

FUND 421 WATER/SEWER FUND		*****MONTH-TO-DATE*****			*****YEAR-TO-DATE*****			ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
ELE OBJ	ACCOUNT DESCRIPTION	BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP				

65-00	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0
65 **	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0
68-10	SFTWR & OTHER INTANGIBLES	0	.00	0	0	.00	0	.00	0	.00	0
68 **	INTANGIBLE ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
69-99	CONTRA FIXED ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
69 **	PROPRIETARY FUNDS	0	.00	0	0	.00	0	.00	0	.00	0
71-20	SERIES 2020	0	.00	0	0	.00	0	.00	0	.00	0
71-32	LEASED ASSET-GENERATOR	29996	29667.98	99	59992	59263.77	99	300689.18	359953	.05	100
71-33	SBITA ACCRUENT CMMS	0	.00	0	0	.00	0	.00	0	.00	0
71-34	SBITA ESRI ARCGIS	0	.00	0	0	.00	0	.00	0	.00	0
71-35	SBITA - SAMSARA	1-	.00	0	2-	.00	0	.00	0	.00	0
71-36	SBITA - DEBTBOOK	0	.00	0	0	.00	0	.00	0	.00	0
71-74	ESRI ARCGIS	4561	.00	0	9122	54734.49	600	.00	54735	.51	100
71 **	PRINCIPAL	34556	29667.98	86	69112	113998.26	165	300689.18	414688	.56	100
72-32	LEASED ASSET-GENERATOR	6143	6472.02	105	12286	13016.23	106	60710.82	73727	.05-	100
72-33	SBITA - ACCRNT CMMS	0	.00	0	0	.00	0	.00	0	.00	0
72-34	SBITA ESRI ARCGIS	0	.00	0	0	.00	0	.00	0	.00	0
72-35	SBITA - SAMSARA	1-	.00	0	2-	.00	0	.00	0	.00	0
72-36	SBITA - DEBTBOOK	40	.00	0	80	.00	0	.00	489	489.00	0
72-74	SBITA - ESRI ARCGIS	163	.00	0	326	1965.51	603	.00	1966	.49	100
72 **	DEBT SERVICE - INTEREST	6345	6472.02	102	12690	14981.74	118	60710.82	76182	489.44	99
73-00	OTHER DEBT SERVICE COST	275	2575.00-	936-	550	.00	0	.00	3300	3300.00	0
73-32	GENERATOR AMORT	0	.00	0	0	.00	0	.00	0	.00	0
73-33	SBITA ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
73 **	INTANG AMORT EXP	275	2575.00-	936-	550	.00	0	.00	3300	3300.00	0

FUND 421 WATER/SEWER FUND		*****MONTH-TO-DATE*****			*****YEAR-TO-DATE*****			ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
ELE OBJ	ACCOUNT DESCRIPTION	BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP				
82-00	AID TO PRIVATE ORGANIZAT	166	.00	0	332	.00	0	.00	2000	2000.00	0
82-01	ECON DEV INCENTIVE CONTR	0	.00	0	0	.00	0	.00	0	.00	0
82 **	AID TO PRIVATE ORGANIZAT	166	.00	0	332	.00	0	.00	2000	2000.00	0
91-01	TO GENERAL FUND (001)	0	.00	0	0	.00	0	.00	0	.00	0
91-02	TO GEN FUND ROI (001)	721496	721496.50	100	1442993	1442993.00	100	.00	8657958	7214965.00	17
91-23	TO STORMWATER (423)	0	.00	0	0	.00	0	.00	0	.00	0
91-24	TRANSFER TO R & R (424)	0	.00	0	21600750	21600750.00	100	.00	21600750	.00	100
91-25	TO RESTRCTD ASSET (425)	512768	512768.45	100	1025537	1025536.90	100	.00	6154612	5129075.10	17
91-26	TO W/S 2018B (426)	0	.00	0	0	.00	0	.00	0	.00	0
91-27	TO TCR/SJR PROJ (427)	0	.00	0	0	.00	0	.00	0	.00	0
91-30	TO GF CAP PROJ (301)	0	.00	0	0	.00	0	.00	0	.00	0
91-42	IMPACT FEES FUND (422)	0	.00	0	0	.00	0	.00	0	.00	0
91-52	TO W/C INS FUND (520)	0	.00	0	0	.00	0	.00	0	.00	0
91-53	TO HEALTH INS FUND (530)	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	1234264	1234264.95	100	24069280	24069279.90	100	.00	36413320	12344040.10	66
94-01	TXFR TO GF OH ALLOC (001)	709883	709883.08	100	1419767	1419766.16	100	.00	8518597	7098830.84	17
94 **	INTERFUND TRANSFER	709883	709883.08	100	1419767	1419766.16	100	.00	8518597	7098830.84	17
95-01	TXFR TO GF 6% PLOFF (001)	148236	148236.08	100	296473	296472.16	100	.00	1778833	1482360.84	17
95 **	NONOPERATING	148236	148236.08	100	296473	296472.16	100	.00	1778833	1482360.84	17
FUND 421	TOTAL *****										
	WATER/SEWER FUND	6544578	5375434.37	82	34533181	32093062.47	93	14101730.93	99981670	53786876.60	46
GRAND	TOTAL *****										
		6544578	5375434.37	82	34533181	32093062.47	93	14101730.93	99981670	53786876.60	46



FY 2026 Budget by Classification Report - Summary Listing

11/30/2025

Target for November 2025 is 17%

FUND 421 - WATER/SEWER FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
CHARGES FOR SERVICES	\$ 83,328,643	\$ -	\$ 13,690,812	\$ 69,637,831	16%
INTERGOVERNMENTAL/GRANTS	\$ -	\$ -	\$ -	\$ -	0%
MISCELLANEOUS	\$ 356,185	\$ -	\$ 124,854	\$ 231,331	35%
*OTHER SOURCES (NON-REVENUE)	\$ 16,296,842	\$ -	\$ -	\$ 16,296,842	0%
REVENUE TOTALS	\$ 99,981,670	\$ -	\$ 13,815,666	\$ 86,166,004	14%
EXPENSE					
SALARIES AND BENEFITS	\$ 22,206,001	\$ -	\$ 2,771,787	\$ 19,434,214	12%
OPERATING EXPENDITURES	\$ 28,693,699	\$ 13,235,828	\$ 2,979,415	\$ 12,478,456	10%
CAPITAL OUTLAY	\$ 1,875,050	\$ 504,503	\$ 427,362	\$ 943,184	23%
GRANTS, AIDS AND OTHER	\$ 496,170	\$ 361,400	\$ 128,980	\$ 5,790	26%
NON-OPERATING USES	\$ 46,710,750	\$ -	\$ 25,785,518	\$ 20,925,232	55%
EXPENSE TOTALS	\$ 99,981,670	\$ 14,101,731	\$ 32,093,062	\$ 53,786,877	46%
REVENUE TOTALS	\$ 99,981,670	\$ -	\$ 13,815,666	\$ 86,166,004	14%
EXPENSE TOTALS	\$ 99,981,670	\$ 14,101,731	\$ 32,093,062	\$ 53,786,877	46%
**	\$ -	\$ (14,101,731)	\$ (18,277,397)	\$ 32,379,128	

*Fund Balance is a budgeted revenue, not actual revenue.

**Unaudited

CITY OF COCOA, FLORIDA
REVENUE REPORT
17% OF YEAR LAPSED

ACCOUNTING PERIOD 02/2026

CITY OF COCOA, FLORIDA

FUND 423 STORMWATER UTILITY		*****	CURRENT	*****	*****	YEAR-TO-DATE	*****	ANNUAL	UNREALIZED
ACCOUNT	DESCRIPTION	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
320	OTHER PERMITS & FEES								
325	SPECIAL ASSESSMENT								
23 01	STRMWTR SPEC ASSMNT	190,117	36,278.64	19	380,234	36,278.64	10	2,281,415	2,245,136.36
23 02	DELINQUENT TAX	0	21.84		0	43.80		0	43.80-
23 03	PENALTIES	833	10.20	1	1,666	20.04	1	10,000	9,979.96
23 04	TAX CERTIFICATES	9,166	.00		18,332	.00		110,000	110,000.00
23 *	STORMWATER	200,116	36,310.68	18	400,232	36,342.48	9	2,401,415	2,365,072.52
325	** SPECIAL ASSESSMENT	200,116	36,310.68	18	400,232	36,342.48	9	2,401,415	2,365,072.52
320	*** OTHER PERMITS & FEES	200,116	36,310.68		400,232	36,342.48		2,401,415	2,365,072.52
330	INTERGOVERNMENTAL REVENUE								
331	FEDERAL GRANTS								
50 01	FEDERAL DISASTER REIMB	0	.00		0	.00		0	.00
331	** FEDERAL GRANTS	0	.00		0	.00		0	.00
334	STATE GRANT								
36 35	US1/FOREST AV S/W FACILTY	0	.00		0	.00		0	.00
36 36	N FSK S/W PND FLOAT WTLND	0	.00		0	.00		0	.00
36 69	DIX/IRD IRL RESIL DESIGN	0	.00		0	.00		0	.00
36 *	STORMWATER MANAGEMENT	0	.00		0	.00		0	.00
334	** STATE GRANT	0	.00		0	.00		0	.00
338	SHARED REVENUE LOCAL UNIT								
10 00	SHARED REV - BREVARD CTY	0	.00		0	.00		0	.00
10 02	CHURCH STREET BAFFLE BOX	0	.00		0	.00		0	.00
10 05	SOIRL-SAVE OUR IR LAGOON	0	.00		0	.00		0	.00
10 *	SHARED REV - BREVARD CTY	0	.00		0	.00		0	.00
338	** SHARED REVENUE LOCAL UNIT	0	.00		0	.00		0	.00
330	*** INTERGOVERNMENTAL REVENUE	0	.00		0	.00		0	.00
340	CHARGES FOR SERVICES								
343	PHYSICAL ENVIRONMENT								
91 00	STORMWATER FEES	0	.00		0	.00		0	.00
91 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
91 *	STORMWATER FEES	0	.00		0	.00		0	.00
343	** PHYSICAL ENVIRONMENT	0	.00		0	.00		0	.00
340	*** CHARGES FOR SERVICES	0	.00		0	.00		0	.00

CITY OF COCOA, FLORIDA

FUND 423 STORMWATER UTILITY		*****	CURRENT	*****	*****	YEAR-TO-DATE	*****	ANNUAL	UNREALIZED
ACCOUNT	DESCRIPTION	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE

360		MISCELLANEOUS REVENUES							
361		INTEREST & OTHER EARNINGS							
10 00		INTEREST	0	.00	0	15.58		0	15.58-
10 02		INVESTMENT INTEREST	0	50.66	0	153.53		0	153.53-
10 10		FLORIDA PRIME INTEREST	0	6,532.72	0	15,288.61		0	15,288.61-
10 *		INTEREST	0	6,583.38	0	15,457.72		0	15,457.72-
30 00		NET INC/DEC FMV INVESTMNT	0	.00	0	.00		0	.00
40 00		GAIN/(LOSS) SALE INVEST	0	.00	0	.00		0	.00
40 02		UNREALIZED GAIN/(LOSS)	0	.00	0	.00		0	.00
40 *		GAIN/(LOSS) SALE INVEST	0	.00	0	.00		0	.00
361	**	INTEREST & OTHER EARNINGS	0	6,583.38	0	15,457.72		0	15,457.72-
364	00 00	DISPOSITION FIXED ASSETS	0	.00	0	.00		0	.00
364	**	DISPOSITION FIXED ASSETS	0	.00	0	.00		0	.00
366	00 00	CONTRIBUTIONS & DONATIONS	0	.00	0	.00		0	.00
366	**	CONTRIBUTIONS & DONATIONS	0	.00	0	.00		0	.00
369	90 00	OTHER MISC REVENUES	33	.00	66	.00		400	400.00
369	**	OTHER MISC REVENUES	33	.00	66	.00		400	400.00
360	***	MISCELLANEOUS REVENUES	33	6,583.38	66	15,457.72		400	15,057.72-
380		OTHER SOURCES(NON-REV)							
381		INTERFUND TRANSFER							
91 01		GENERAL FUND (001)	0	.00	0	.00		0	.00
91 21		TRF FROM W/S FUND (421)	0	.00	0	.00		0	.00
91 *		TRANSFER FROM	0	.00	0	.00		0	.00
381	**	INTERFUND TRANSFER	0	.00	0	.00		0	.00
389		NON OPERATING SOURCES							
85 00		CAP CONTRIB PRIVATE SRCS	0	.00	0	.00		0	.00
90 00		NON OPERATING SOURCES	0	.00	0	.00		0	.00
99 10		CASH CARRY FORWARD	0	.00	0	.00		0	.00
99 50		FUND BAL-APPROP. RESERVES	3,530	.00	3,530	.00		38,825	38,825.00
99 *		BALANCE FORWARD	3,530	.00	3,530	.00		38,825	38,825.00
389	**	NON OPERATING SOURCES	3,530	.00	3,530	.00		38,825	38,825.00

380	***	OTHER SOURCES(NON-REV)	3,530	.00	3,530	.00	38,825	38,825.00
FUND	TOTAL	STORMWATER UTILITY	203,679	42,894.06	403,828	51,800.20	2,440,640	2,388,839.80
GRAND	TOTAL		203,679	42,894.06	403,828	51,800.20	2,440,640	2,388,839.80

FUND 423 STORMWATER UTILITY		*****MONTH-TO-DATE*****			*****YEAR-TO-DATE*****			ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
ELE OBJ	ACCOUNT DESCRIPTION	BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP				

12-00	REGULAR SALARIES & WAGES	26676	20173.51	76	53352	37052.49	69	.00	320115	283062.51	12
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	0	.00	0	0	.00	0	.00	0	.00	0
12 **	REGULAR SALARIES & WAGES	26676	20173.51	76	53352	37052.49	69	.00	320115	283062.51	12
13-00	OTHER SALARIES & WAGES	7795	12327.68	158	15590	22974.56	147	.00	93540	70565.44	25
13 **	OTHER SALARIES & WAGES	7795	12327.68	158	15590	22974.56	147	.00	93540	70565.44	25
14-00	OVERTIME	726	1401.87	193	1452	2682.70	185	.00	8714	6031.30	31
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	726	1401.87	193	1452	2682.70	185	.00	8714	6031.30	31
15-00	SPECIAL PAY	0	.00	0	0	.00	0	.00	0	.00	0
15 **	SPECIAL PAY	0	.00	0	0	.00	0	.00	0	.00	0
20-00	CLOTHING/SHOE ALLOWANCE	120	.00	0	240	700.00	292	.00	1450	750.00	48
20 **	CLOTHING/SHOE ALLOWANCE	120	.00	0	240	700.00	292	.00	1450	750.00	48
21-00	FICA TAXES	2624	2600.20	99	5248	4861.79	93	.00	31491	26629.21	15
21 **	FICA TAXES	2624	2600.20	99	5248	4861.79	93	.00	31491	26629.21	15
22-00	RETIREMENT CONTRIBUTIONS	4698	5136.17	109	9396	9575.59	102	.00	56381	46805.41	17
22-01	GASB68 PENS EXP	0	.00	0	0	.00	0	.00	0	.00	0
22 **	RETIREMENT CONTRIBUTIONS	4698	5136.17	109	9396	9575.59	102	.00	56381	46805.41	17
23-00	INSURANCES	62	75.18	121	124	105.24	85	.00	752	646.76	14
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23-04	MEDICAL	6220	6297.63	101	12440	8867.85	71	.00	74643	65775.15	12
23-07	DENTAL INSURANCE	249	265.24	107	498	370.68	74	.00	2998	2627.32	12
23-08	VISION INSURANCE	43	48.77	113	86	68.15	79	.00	519	450.85	13
23-09	LONG TERM DISABILITY	74	100.34	136	148	140.11	95	.00	891	750.89	16
23-10	FSA HEALTH	0	.00	0	0	.00	0	.00	0	.00	0

FUND 423 STORMWATER UTILITY		*****MONTH-TO-DATE*****			*****YEAR-TO-DATE*****			ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
ELE OBJ	ACCOUNT DESCRIPTION	BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP				

23-11	FSA CHILDCARE	0	.00	0	0	.00	0	.00	0	.00	0
23-99	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
23 **	INSURANCES	6648	6787.16	102	13296	9552.03	72	.00	79803	70250.97	12
24-00	WORKER'S COMPENSATION	3858	1948.47	51	7716	3617.04	47	.00	46299	42681.96	8
24 **	WORKER'S COMPENSATION	3858	1948.47	51	7716	3617.04	47	.00	46299	42681.96	8
26-00	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
26 **	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
27-00	BENEFIT OFFSET	300	500.00	167	600	696.84	116	.00	3600	2903.16	19
27 **	BENEFIT OFFSET	300	500.00	167	600	696.84	116	.00	3600	2903.16	19
31-00	PROFESSIONAL SERVICES	15771	.00	0	31487	.00	0	26670.01	189201	162530.99	14
31-01	LEGAL EXPENSES	41	.00	0	82	.00	0	.00	500	500.00	0
31-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
31 **	PROFESSIONAL SERVICES	15812	.00	0	31569	.00	0	26670.01	189701	163030.99	14
34-00	CONTRACT SERVICES	22704	2985.14	13	45354	2985.14	7	201625.74	272405	67794.12	75
34-10	COST OF GENERAL FUND SVCS	0	.00	0	0	.00	0	.00	0	.00	0
34 **	CONTRACT SERVICES	22704	2985.14	13	45354	2985.14	7	201625.74	272405	67794.12	75
39-00	CONTINGENCY	17203	.00	0	34406	.00	0	.00	206444	206444.00	0
39 **	CONTINGENCY	17203	.00	0	34406	.00	0	.00	206444	206444.00	0
40-00	TRAVEL & PER DIEM	250	.00	0	500	.00	0	.00	3000	3000.00	0
40 **	TRAVEL & PER DIEM	250	.00	0	500	.00	0	.00	3000	3000.00	0
41-00	COMMUNICATION	173	.00	0	346	164.42	48	1911.58	2076	.00	100
41 **	COMMUNICATION	173	.00	0	346	164.42	48	1911.58	2076	.00	100
42-00	POSTAGE & FREIGHT	41	.00	0	82	.00	0	.00	500	500.00	0
42 **	POSTAGE & FREIGHT	41	.00	0	82	.00	0	.00	500	500.00	0
43-00	ELECTRIC/WATER/SEWER	1333	1269.71	95	2666	1605.16	60	15069.83	16000	674.99-	104

FUND 423 STORMWATER UTILITY												
ELE OBJ		ACCOUNT DESCRIPTION	*****MONTH-TO-DATE*****			*****YEAR-TO-DATE*****			ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
			BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP				
43 **		ELECTRIC/WATER/SEWER	1333	1269.71	95	2666	1605.16	60	15069.83	16000	674.99-	104
44-00		RENTALS AND LEASES	250	937.86	375	500	937.86	188	.00	3000	2062.14	31
44 **		RENTALS AND LEASES	250	937.86	375	500	937.86	188	.00	3000	2062.14	31
45-00		INSURANCE	1421	.00	0	2842	3559.72	125	.00	17058	13498.28	21
45 **		INSURANCE	1421	.00	0	2842	3559.72	125	.00	17058	13498.28	21
46-00		REPAIRS & MAINTENANCE	8622	17542.82	204	16663	17542.82	105	12804.35	102894	72546.83	30
46-02		REPAIR/MAINT BUILDING	0	.00	0	0	.00	0	.00	0	.00	0
46-03		REPAIR/MAINT-VEHICLES	3992	.00	0	7984	1950.00	24	1950.00	47907	44007.00	8
46-15		INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **		REPAIRS & MAINTENANCE	12614	17542.82	139	24647	19492.82	79	14754.35	150801	116553.83	23
47-00		PRINTING & BINDING	41	.00	0	82	.00	0	.00	500	500.00	0
47 **		PRINTING & BINDING	41	.00	0	82	.00	0	.00	500	500.00	0
49-00		OTHER CHARGES & OBLIG.	30	23.55	79	60	23.55	39	.00	360	336.45	7
49-02		ADVERTISING	0	.00	0	0	.00	0	.00	0	.00	0
49-07		BAD DEBT EXPENSE	0	46.10-	0	0	99.63-	0	.00	0	99.63	0
49-15		OBSOLETE INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-31		OVERHEAD ALLOCATION	0	.00	0	0	.00	0	.00	0	.00	0
49 **		OTHER CHARGES & OBLIG.	30	22.55-	75-	60	76.08-	127-	.00	360	436.08	21-
51-00		OFFICE SUPPLIES	41	6.27	15	82	6.27	8	.00	500	493.73	1
51 **		OFFICE SUPPLIES	41	6.27	15	82	6.27	8	.00	500	493.73	1
52-00		OPERATING SUPPLIES	1110	3096.07	279	2220	3394.42	153	2906.96	13330	7028.62	47
52-02		UNIFORMS-PURCHASED	0	.00	0	0	.00	0	.00	0	.00	0
52-07		JANITORIAL SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
52-30		FUEL OIL & LUBRICANTS	2151	.00	0	4302	.00	0	.00	25816	25816.00	0
52-33		EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0

FUND 423 STORMWATER UTILITY		*****MONTH-TO-DATE*****			*****YEAR-TO-DATE*****			ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
ELE OBJ	ACCOUNT DESCRIPTION	BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP				

52 **	OPERATING SUPPLIES	3261	3096.07	95	6522	3394.42	52	2906.96	39146	32844.62	16
53-00	ROAD MATERIALS/SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
53 **	ROAD MATERIALS/SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
54-00	MEMBERSHIP/PUBLICATIONS	62	650.00	1048	124	650.00	524	.00	750	100.00	87
54 **	MEMBERSHIP/PUBLICATIONS	62	650.00	1048	124	650.00	524	.00	750	100.00	87
55-00	TRAINING	570	219.00	38	1140	219.00	19	.00	6840	6621.00	3
55 **	TRAINING	570	219.00	38	1140	219.00	19	.00	6840	6621.00	3
56-15	IT-RELATED OPERATING EXP	377	4527.00	1201	754	4527.00	600	4527.00-	4527	4527.00	0
56 **	TECHNOLOGY SYSTEMS	377	4527.00	1201	754	4527.00	600	4527.00-	4527	4527.00	0
59-00	DEPRECIATION	0	.00	0	0	.00	0	.00	0	.00	0
59 **	DEPRECIATION	0	.00	0	0	.00	0	.00	0	.00	0
61-00	LAND	0	.00	0	0	.00	0	.00	0	.00	0
61 **	LAND	0	.00	0	0	.00	0	.00	0	.00	0
63-00	INFRASTRUCTURE	15635	.00	0	28431	.00	0	31225.00	184785	153560.00	17
63-07	IMPROVE OTHER THAN BLDG	0	.00	0	0	.00	0	.00	0	.00	0
63-08	FISKE BLVD CEI	0	.00	0	0	.00	0	.00	0	.00	0
63-35	US1/FOREST AV S/W FACILTY	0	.00	0	0	.00	0	.00	0	.00	0
63-36	N FSK S/W PND FLOAT WTLND	0	.00	0	0	.00	0	.00	0	.00	0
63-69	DIX/IRVR DR RESIL 23FRP03	0	.00	0	0	.00	0	.00	0	.00	0
63-73	FISKE CONSTRUCTION	0	.00	0	0	.00	0	.00	0	.00	0
63 **	INFRASTRUCTURE	15635	.00	0	28431	.00	0	31225.00	184785	153560.00	17
64-00	MACHINERY & EQUIPMENT	33953	.00	0	67906	407439.00	600	.00	407440	1.00	100
64-15	IT HARDWARE	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY & EQUIPMENT	33953	.00	0	67906	407439.00	600	.00	407440	1.00	100
65-00	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0

DETAIL BUDGET REPORT SUMMARY BY OBJECT
17% OF YEAR LAPSED
WITHOUT FIXED CHARGES

FUND 423 STORMWATER UTILITY		*****MONTH-TO-DATE*****			*****YEAR-TO-DATE*****			ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
ELE OBJ	ACCOUNT DESCRIPTION	BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP				

65 **	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0
69-99	CONTRA FIXED ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
69 **	PROPRIETARY FUND	0	.00	0	0	.00	0	.00	0	.00	0
71-35	SBITA - SAMSARA	0	.00	0	0	.00	0	.00	0	.00	0
71 **	PRINCIPAL	0	.00	0	0	.00	0	.00	0	.00	0
72-00	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
72-35	SBITA - SAMSARA	1-	.00	0	2-	.00	0	.00	0	.00	0
72 **	DEBT SERVICE - INTEREST	1-	.00	0	2-	.00	0	.00	0	.00	0
91-01	TO GENERAL FUND (001)	0	.00	0	0	.00	0	.00	0	.00	0
91-21	TO WATER SEWER (421)	0	.00	0	0	.00	0	.00	0	.00	0
91-30	TO GF CAP PROJ (301)	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	0	.00	0	0	.00	0	.00	0	.00	0
94-01	TXFR TO GF OH ALLOC (001)	24451	24451.17	100	48904	48902.34	100	.00	293414	244511.66	17
94 **	INTERFUND TRANSFER	24451	24451.17	100	48904	48902.34	100	.00	293414	244511.66	17
FUND 423	TOTAL *****										
	STORMWATER UTILITY	203666	106537.55	52	403805	585520.11	145	289636.47	2440640	1565483.42	36
GRAND	TOTAL *****										
		203666	106537.55	52	403805	585520.11	145	289636.47	2440640	1565483.42	36

CITY COUNCIL AGENDA ITEM

Memo Date: December 8, 2025
Agenda Date: January 13, 2026
File ID: 2025-1201
Prepared By: Zoie Badalov, Senior Budget Analyst
Through: Rebecca Bowman, Finance Director
Stockton Whitten, City Manager
Requested Action: FY 2026 November Budget Adjustment Report

BACKGROUND:

Pursuant to the Cocoa City Charter, Article XII, Section 5.b., the following report details the budget adjustments that were approved in Fiscal Year 2026 through November 30th, 2025.

Section 5. — Appropriations.

(a) Appropriations for expenditures shall be established by the budget, and from the effective date of the budget the various amounts stated therein as proposed expenditures shall be and become appropriated for the various objects and purposes set forth in the budget.

(b) At any time during the fiscal year, the city council may, by resolution, transfer part or all of the unencumbered appropriation balance from one department or major organizational unit to the appropriation for other departments or major organizational units. The city manager may transfer part or all of any unencumbered appropriation balances among programs within a department or organizational unit and shall report such transfers to the city council in writing in a timely manner. The monetary amount of the city manager's transfer authority shall be established by the city council by resolution.

PRIORITY AREA CONNECTION:

Organizational Effectiveness

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Informational Item Only

FY 2026 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 11/30/2025

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
10/14/2025	001-0000-337.70-01	\$30,000	SPECIAL ACCESS EQUIPMENT RESOLUTION# 2025-075	236
	001-0000-389.99-50	\$285,000		
10/28/2025	001-0000-389.99-50	\$99,539	SPECIAL ACCESS EQUIPMENT RESOLUTION# 2025-078	
11/01/2025	001-0000-389.99-50	\$2,763,769	PO ROLL RESOLUTION# 2025-089	
3	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	Division 0000 Total	\$3,178,308
3	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	GENERAL FUND	\$3,178,308
11/01/2025	104-0000-389.99-10	\$53,880	PO#79508 C.H. INITIATIVE RESOLUTION# 2025-089	815
1	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	Division 0000 Total	\$53,880
1	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	BREVARD COUNTY HOME	\$53,880
11/01/2025	105-0000-389.99-10	\$3,375	PO#81863 GREEN LEAF HOME RESOLUTION# 2025-089	815
	105-0000-389.99-10	\$205	PO#83871 GREEN LEAF HOME RESOLUTION# 2025-089	
1	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	Division 0000 Total	\$3,580
1	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	SHIP/HOUSING ASSISTANCE	\$3,580
10/14/2025	107-0000-389.99-50	\$58,298	FY 26 VEHICLE PURCHASES RESOLUTION# 2025-073	230

FY 2026 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 11/30/2025

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
1	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	Division 0000 Total	\$58,298
1	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	BUILDING PERMITS	\$58,298
10/28/2025	110-0000-389.99-50	\$180,000	T-DOCKS DESIGN RESOLUTION# CCRA2025-947	520
11/01/2025	110-0000-389.99-50	\$88,311	PO ROLL RESOLUTION# 2025-089	
2	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	Division 0000 Total	\$268,311
2	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	CRA COCOA RDA	\$268,311
11/01/2025	111-0000-389.99-50	\$8,020	PO ROLL RESOLUTION# 2025-089	815
1	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	Division 0000 Total	\$8,020
1	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	CRA DIAMOND SQUARE 626	\$8,020
11/18/2025	304-0000-337.30-22	\$1,494,500	DAYSIP FIND GRANT PHASE2 RESOLUTION# 2025-084	893
	304-0000-381.91-10	\$1,494,500	DAYSIP FIND MATCH PHASE2 RESOLUTION# 2025-084	
1	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	Division 0000 Total	\$2,989,000
1	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	DAY SLIPS / REVETMENT	\$2,989,000
11/01/2025	421-0000-389.99-50	\$1,724,019	PO ROLL RESOLUTION# 2025-089	833

FY 2026 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 11/30/2025

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
1	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	Division 0000 Total	\$1,724,019
1	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	WATER/SEWER FUND	\$1,724,019
11/01/2025	423-0000-389.99-50	\$38,825	PO ROLL RESOLUTION# 2025-089	833
1	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	Division 0000 Total	\$38,825
1	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	STORMWATER UTILITY	\$38,825
10/14/2025	424-0000-389.99-50	\$2,801,700	BANANA RIVER CONSTRUCTION RESOLUTION# 2025-071	228
10/17/2025	424-0000-389.99-50	\$302,187	BANANA RIVER ENGINEERING RESOLUTION# 2025-072	
11/01/2025	424-0000-389.99-50	\$25,661	PO#78454 DRMP, INC RESOLUTION# 2025-089	
	424-0000-389.99-50	\$105,720	PO#81086 CROM LLC RESOLUTION# 2025-089	
	424-0000-389.99-50	\$106,454	PO#81190 JACOBS ENGRNG RESOLUTION# 2025-089	
	424-0000-389.99-50	\$10,568	PO#81348 JACOBS ENGRNG RESOLUTION# 2025-089	
	424-0000-389.99-50	\$1,016,607	PO#81414 WHARTON SMITH RESOLUTION# 2025-089	
	424-0000-389.99-50	\$43,715	PO#81898 CAROLLO ENGINEER RESOLUTION# 2025-089	
	424-0000-389.99-50	\$35,922	PO#82104 JACOBS ENGRNG	

**FY 2026 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 11/30/2025**

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
11/01/2025			RESOLUTION# 2025-089	228
	424-0000-389.99-50	\$2,864,132	PO#82211 ATLANTIC DEVELOP RESOLUTION# 2025-089	
	424-0000-389.99-50	\$2,400,265	PO#82212 ATLANTIC DEVELOP RESOLUTION# 2025-089	
	424-0000-389.99-50	\$200,079	PO#82219 DRMP, INC RESOLUTION# 2025-089	
	424-0000-389.99-50	\$61,517	PO#82220 DRMP, INC RESOLUTION# 2025-089	
	424-0000-389.99-50	\$6,825	PO#82247 JACOBS ENGNRNG RESOLUTION# 2025-089	
	424-0000-389.99-50	\$22,777	PO#83234 KIMLEY-HORN RESOLUTION# 2025-089	
	424-0000-389.99-50	\$17,635	PO#83268 COROLLO ENGINEER RESOLUTION# 2025-089	
	424-0000-389.99-50	\$8,796	PO#83276 JACOBS GROUP INC RESOLUTION# 2025-089	
	424-0000-389.99-50	\$433,077	PO#833825 JACOBS ENGINEER RESOLUTION# 2025-089	
	424-0000-389.99-50	\$7,187	PO#83465 JACOBS GROUP INC RESOLUTION# 2025-089	
	424-0000-389.99-50	\$303,870	PO#83582 CAROLLO ENGINEER RESOLUTION# 2025-089	
	424-0000-389.99-50	\$95,780	PO#83655 MCKIM & CREED RESOLUTION# 2025-089	
	424-0000-389.99-50	\$262,540	PO#83951 DANUS UTILITIES RESOLUTION#	

**FY 2026 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 11/30/2025**

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
11/01/2025			2025-089	228
	424-0000-389.99-50	\$619,197	PO#83998 CAROLLO ENGINEER RESOLUTION# 2025-089	
	424-0000-389.99-50	\$281,963	PO#83999 CAROLLO ENGINEER RESOLUTION# 2025-089	
	424-0000-389.99-50	\$615,322	PO#84075 JACOBS GROUP INC RESOLUTION# 2025-089	
3	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	Division 0000 Total	\$12,649,496
3	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	RENEWAL & REPLACE FUND	\$12,649,496
11/01/2025	427-0000-389.84-00	\$80,073	PO#82308 HDR ENGINEERING RESOLUTION# 2025-089	833
	427-0000-389.84-00	\$3,844,897	PO#83151 HDR ENGINEERING RESOLUTION# 2025-089	
1	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	Division 0000 Total	\$3,924,970
1	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	TCR/SJR PROJECT	\$3,924,970
11/01/2025	520-0000-341.20-00	\$19,358	PO#83116 UNITED SELF INS RESOLUTION# 2025-089	833
1	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	Division 0000 Total	\$19,358
1	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	WORKERS COMPENSATION FUND	\$19,358

**FY 2026 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 11/30/2025**

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
10 Transfers & Amendments Between Oct 2, 2025 and Nov 30, 2025				
FY 2026 Total Transfer & Amendments			\$24,916,065	
<i>NOTE: Group #s represent a complete transaction that will net to zero. Add all expenses for each group number, then subtract the revenues related to the same group number and your total will equal zero</i> Report: Revenue Budget Tracking Worksheet Run by: Zoie R. Badalov				
				Date: 12/11/2025

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 11/30/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
1104 - PLANNING					
1104 - PLANNING	11/01/2025	001-1104-515.34-00	\$260	PO# 81159 RVI RESOLUTION# 2025-089	815
		001-1104-515.34-00	\$6,927	PO# 81204 INSPIRE RESOLUTION# 2025-089	815
		001-1104-515.34-00	\$5,030	PO# 81794 RVI RESOLUTION# 2025-089	815
		001-1104-515.34-00	\$9,837	PO# 82094 INSPIRE RESOLUTION# 2025-089	815
		001-1104-515.34-00	\$1,516	PO# 82178 RVI RESOLUTION# 2025-089	815
		001-1104-515.34-00	\$535	PO# 82238 RVI RESOLUTION# 2025-089	815
		001-1104-515.34-00	\$2,020	PO# 82333 RVI RESOLUTION# 2025-089	815
		001-1104-515.34-00	\$7,615	PO# 82531 RVI RESOLUTION# 2025-089	815
		001-1104-515.34-00	\$5,906	PO# 82546 RVI RESOLUTION# 2025-089	815
		001-1104-515.34-00	\$12,340	PO# 83370 INSPIRE RESOLUTION# 2025-089	815
		001-1104-515.34-00	\$6,835	PO# 83475 RVI RESOLUTION# 2025-089	815
		001-1104-515.34-00	\$9,093	PO# 83541 RVI RESOLUTION# 2025-089	815
		001-1104-515.34-00	\$11,274	PO# 83549 RVI RESOLUTION#	815

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 11/30/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
1104 - PLANNING	11/01/2025			2025-089	
		001-1104-515.34-00	\$10,955	PO# 83899 RVI RESOLUTION# 2025-089	815
		001-1104-515.34-00	\$13,285	PO# 83933 RVI RESOLUTION# 2025-089	815
1	Total Budget Amendments/Transfers	Division 1104 Total			\$103,428
1203 - INFORMATION TECHNOLOGY					
1203 - INFORMATION TECHNOLOGY	11/01/2025	001-1203-516.46-00	\$1,014	PO#82800 EMPIRE COMPUTING RESOLUTION# 2025-089	815
		001-1203-516.46-00	(\$5,000)	7) ESRI TRAINING OCTOBER CLEANUP	631
		001-1203-516.55-00	\$5,000		
1	Total Budget Amendments/Transfers	Division 1203 Total			\$1,014
1505 - PROCUREMENT & BUDGETING					
1505 - PROCUREMENT & BUDGETING	11/01/2025	001-1505-513.51-00	(\$434)	9) FINANCE CHAIRS OCTOBER CLEANUP	631
		001-1505-513.52-00	\$434		
1	Total Budget Amendments/Transfers	Division 1505 Total			\$0
1600 - GENERAL OPERATIONS					
1600 - GENERAL OPERATIONS	10/14/2025	001-1600-513.39-00	(\$7,585)	SAMSARA RESOLUTION# 2025-074	231
		001-1600-513.56-15	\$38,201		
		001-1600-517.72-69	(\$1,358)		
		001-1600-517.71-69	(\$29,258)		

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 11/30/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
1600 - GENERAL OPERATIONS	11/01/2025	001-1600-513.31-00	\$46,000	PO#76943 INFO-TECH RESOLUTION# 2025-089	815
		001-1600-513.49-00	\$10,393	PO#83216 BC CLERK OF COUR RESOLUTION# 2025-089	815
		001-1600-513.55-00	\$19,572	PO#83922 EASTERN FSC RESOLUTION# 2025-089	815
		001-1600-513.55-00	\$530	PO#83935 EASTERN FSC RESOLUTION# 2025-089	815
		001-1600-517.71-63	(\$11,632)	4) CLEARGOV NOT A SBITA OCTOBER CLEANUP	631
		001-1600-517.72-63	(\$1,631)		
		001-1600-513.56-15	\$8,950	4) CLEARGOV 50% GF OCTOBER CLEANUP	631
		001-1600-513.49-00	\$4,313	4) EXCESS CLEARGOV BUDGET OCTOBER CLEANUP	631
	11/18/2025	001-1600-513.39-00	(\$16,000)	DISASTER PROGRAM & OPS RESOLUTION# 2025-089	896
3	Total Budget Amendments/Transfers		Division 1600 Total		\$60,495
1601 - EMERGENCY/DISASTER SVS					
1601 - EMERGENCY/DISASTER SVS	11/18/2025	001-1601-525.34-00	\$16,000	DISASTER PROGRAM & OPS RESOLUTION# 2025-089	896
1	Total Budget Amendments/Transfers		Division 1601 Total		\$16,000
1603 - EMERGENCY MANAGEMENT					
1603 - EMERGENCY	11/01/2025	001-1603-525.34-00	\$25,000	PO#83292 FL REGIONAL PLAN	815

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 11/30/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
MANAGEMENT				RESOLUTION# 2025-089	
1	Total Budget Amendments/Transfers	Division 1603 Total			\$25,000
1906 - COMMUNICATION/GRANTS					
1906 - COMMUNICATION/GRANTS	11/01/2025	001-1906-513.34-00	\$5,795	PO#82871 142 PRODUCTIONS RESOLUTION# 2025-089	815
1	Total Budget Amendments/Transfers	Division 1906 Total			\$5,795
2100 - POLICE ADMIN/OPERATIONS					
2100 - POLICE ADMIN/OPERATIONS	11/01/2025	001-2100-521.56-15	\$11,250	PO#82798 HRTM CONSULTING RESOLUTION# 2025-089	815
		001-2100-521.52-00	\$500	PO#83073 COCOA KENNELS RESOLUTION# 2025-089	815
		001-2100-521.52-00	\$256	PO#83092 FEDERAL EASTERN RESOLUTION# 2025-089	815
		001-2100-521.52-00	\$9,657	PO#83240 FEDERAL EASTERN RESOLUTION# 2025-089	815
		001-2100-521.52-02	\$94	PO#83424 BLUE LINE INNOV. RESOLUTION# 2025-089	815
		001-2100-521.52-02	\$820	PO#83765 MES SERVICE RESOLUTION# 2025-089	815
		001-2100-521.46-02	\$8,293	PO#83785 OVATION CONST. RESOLUTION# 2025-089	815
		001-2100-521.64-00	\$66,908	PO#83867 ALAN J CHEVROLET RESOLUTION# 2025-089	815

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 11/30/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment		Group Number
2100 - POLICE ADMIN/OPERATIONS	11/01/2025	001-2100-521.52-00	\$4,199	PO#83919 RTS TACTICAL RESOLUTION# 2025-089		815
		001-2100-521.52-00	\$258	PO#83994 SIRCHIE ACQUISTN RESOLUTION# 2025-089		815
		001-2100-521.52-00	\$88	PO#84002 SIRCHIE ACQUISTN RESOLUTION# 2025-089		815
		001-2100-521.52-00	\$624	PO#84014 EVIDENT, INC RESOLUTION# 2025-089		815
		001-2100-521.52-00	(\$2,500)	3) PD AWARDS BANQUET OCTOBER CLEANUP	631	
		001-2100-521.49-00	\$2,500			
		001-2100-521.64-00	\$2,080	8) AFIS MACHINE SHOREUP OCTOBER CLEANUP	897	
1	Total Budget Amendments/Transfers		Division 2100 Total		\$105,027	
2101 - POLICE COMMUNICATIONS						
2101 - POLICE COMMUNICATIONS	11/01/2025	001-2101-521.64-00	(\$2,080)	REVERSE - 8) AFIS MACHINE	OCTOBER CLEANUP	897
		001-2101-521.46-00	(\$2,080)	8) AFIS MACHINE SHOREUP OCTOBER CLEANUP	631	
		001-2101-521.64-00	\$2,080			
1	Total Budget Amendments/Transfers		Division 2101 Total		(\$2,080)	
2200 - FIRE ADMINISTRATION						
2200 - FIRE ADMINISTRATION	11/01/2025	001-2200-522.52-02	\$1,283	PO#81593 READS UNIFORMS RESOLUTION# 2025-089		815
		001-2200-522.34-00	\$960	PO#83043 PDCS, LLC RESOLUTION#	815	

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 11/30/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
2200 - FIRE ADMINISTRATION	11/01/2025			2025-089	
1	Total Budget Amendments/Transfers	Division 2200 Total			\$2,243
2201 - FIRE OPERATIONS					
2201 - FIRE OPERATIONS	11/01/2025	001-2201-522.64-00	\$1,500,000	PO#80739 SUTPHEN CORP. RESOLUTION# 2025-089	815
		001-2201-522.52-02	\$15,315	PO#81593 READS UNIFORMS RESOLUTION# 2025-089	815
		001-2201-522.34-00	\$1,001	PO#83300 BC PROP. APPRSR. RESOLUTION# 2025-089	815
		001-2201-522.46-03	\$2,169	PO#83559 S FL EMRGNCY VEH RESOLUTION# 2025-089	815
		001-2201-522.64-15	\$3,720	PO#83634 TYLER TECHNOLOGY RESOLUTION# 2025-089	815
		001-2201-522.64-15	\$324,543	PO#83821 MOTOROLA SOLUTNS RESOLUTION# 2025-089	815
		001-2201-522.52-00	\$3,752	PO#83985 BENNET FIRE PROD RESOLUTION# 2025-089	815
1	Total Budget Amendments/Transfers	Division 2201 Total			\$1,850,500
3232 - CODE ENFORCEMENT					
3232 - CODE ENFORCEMENT	11/01/2025	001-3232-524.52-00	(\$1,669)	10) CITIZENSERVE LICENSE OCTOBER CLEANUP	631
		001-3232-524.56-15	\$1,669		
1	Total Budget	Division 3232 Total			\$0

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 11/30/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment		Group Number
Amendments/Transfers						
3500 - ADMINISTRATION						
3500 - ADMINISTRATION	11/01/2025	001-3500-519.56-15	\$13,000	2) IWORQ SOFTWARE COST	OCTOBER CLEANUP	631
1	Total Budget Amendments/Transfers		Division 3500 Total		\$13,000	
3510 - STREET MANAGEMENT						
3510 - STREET MANAGEMENT	10/14/2025	001-3510-541.64-00	\$0	FY 26 VEHICLE PURCHASES RESOLUTION# 2025-073		230
	11/01/2025	001-3510-541.63-00	\$14,595	PO#83617 FAUSNIGHT STRIPE RESOLUTION# 2025-089		815
		001-3510-541.46-00	\$3,424			
		001-3510-541.46-00	\$18,700	PO#83901 JMD GLOBAL DVLPR RESOLUTION# 2025-089		815
		001-3510-541.46-00	\$20,000	PO#84066 GRAYBAR ELECTRIC RESOLUTION# 2025-089		815
		001-3510-541.46-00	(\$13,000)	2) IWORQ SOFTWARE COST	OCTOBER CLEANUP	631
2	Total Budget Amendments/Transfers		Division 3510 Total		\$43,719	
3520 - PARKS & BEAUTIFICATION						
3520 - PARKS & BEAUTIFICATION	10/14/2025	001-3520-572.64-07	\$315,000	SPECIAL ACCESS EQUIPMENT RESOLUTION# 2025-075		236
	10/28/2025	001-3520-572.46-00	(\$29,780)	DESIGN OF FITNESS COURT RESOLUTION# 2025-079		445
		001-3520-572.64-07	\$29,780			

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 11/30/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3520 - PARKS & BEAUTIFICATION	10/28/2025	001-3520-572.64-00	\$57,807	DESIGN OF FITNESS COURT RESOLUTION# 2025-079	445
		001-3520-572.46-02	(\$57,807)	DESIGN OF MINI PITCH RESOLUTION# 2025-079	445
		001-3520-572.64-00	\$99,539	SPECIAL ACCESS EQUIPMENT RESOLUTION# 2025-078	446
	11/01/2025	001-3520-572.63-07	\$169,774	PO#82625 DOUG WILSON ETRP RESOLUTION# 2025-089	815
		001-3520-572.46-00	\$4,096	PO#84088 NAIL FARMS INC. RESOLUTION# 2025-089	815
	11/17/2025	001-3520-572.64-07	(\$29,780)	DESIGN OF FITNESS COURT CORRECTION OF BAF26-012-T	670
		001-3520-572.64-00	\$29,780	DESIGN OF MINI PITCH CORRECTION OF BAF26-012-T	670

4	Total Budget Amendments/Transfers	Division 3520 Total	\$588,409
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3560 - FACILITY MANAGEMENT

3560 - FACILITY MANAGEMENT	11/01/2025	001-3560-519.46-02	\$4,528	PO#83651 DOUG WILSON ENTE RESOLUTION# 2025-089	815
		001-3560-519.46-02	\$15,986	PO#84027 DOUG WILSON ENTE RESOLUTION# 2025-089	815
		001-3560-519.52-00	\$7,579	PO#84047 A.B.I. RESOLUTION# 2025-089	815
		001-3560-519.62-00	\$286,831	PO#84079 W&J CONSTRUCTION RESOLUTION# 2025-089	815
		001-3560-519.46-02	\$7,500	PO#84081 OVERHEAD DOOR CO	815

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 11/30/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3560 - FACILITY MANAGEMENT	11/01/2025			RESOLUTION# 2025-089	
		001-3560-519.31-00	\$11,455	PO#84082 ARCHITECTS RZK RESOLUTION# 2025-089	815
		001-3560-519.62-00	\$3,873	PO#84083 ARCHITECTS RZK RESOLUTION# 2025-089	815
		001-3560-519.46-00	\$3,916	PO#84086 SWIFT BROTHERS RESOLUTION# 2025-089	815
		001-3560-519.46-02	\$2,900	PO#84091 DITMER AIR& HEAT RESOLUTION# 2025-089	815
		001-3560-519.46-02	\$2,793	PO#84092 DITMER AIR& HEAT RESOLUTION# 2025-089	815
		001-3560-519.46-02	\$10,731	PO#84095 TRANE US INC. RESOLUTION# 2025-089	815
		001-3560-519.46-02	\$7,666	PO#84098 DITMER AIR& HEAT RESOLUTION# 2025-089	815
1	Total Budget Amendments/Transfers	Division 3560 Total		\$365,758	
5	Total Budget Amendments/Transfers	GENERAL FUND		\$3,178,308	
3240 - HOUSING GRANTS					
3240 - HOUSING GRANTS	11/01/2025	104-3240-554.83-23	\$53,880	PO#79508 C.H. INITIATIVE RESOLUTION# 2025-089	815
1	Total Budget Amendments/Transfers	Division 3240 Total		\$53,880	
1	Total Budget Amendments/Transfers	BREVARD COUNTY HOME		\$53,880	

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 11/30/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3240 - HOUSING GRANTS					
3240 - HOUSING GRANTS	11/01/2025	105-3240-554.83-00	\$3,375	PO#81863 GREEN LEAF HOME RESOLUTION# 2025-089	815
		105-3240-554.83-00	\$205	PO#83871 GREEN LEAF HOME RESOLUTION# 2025-089	815
1	Total Budget Amendments/Transfers		Division 3240 Total		\$3,580
1	Total Budget Amendments/Transfers		SHIP/HOUSING ASSISTANCE		\$3,580
3200 - ADMINISTRATION					
3200 - ADMINISTRATION	10/14/2025	107-3200-524.72-35	(\$33)	SAMSARA RESOLUTION# 2025-074	231
		107-3200-524.56-15	\$704		
		107-3200-524.49-00	\$26		
		107-3200-524.71-35	(\$697)		
1	Total Budget Amendments/Transfers		Division 3200 Total		\$0
3232 - CODE ENFORCEMENT					
3232 - CODE ENFORCEMENT	10/14/2025	107-3232-524.64-00	\$58,298	FY 26 VEHICLE PURCHASES RESOLUTION# 2025-073	230
1	Total Budget Amendments/Transfers		Division 3232 Total		\$58,298
1	Total Budget Amendments/Transfers		BUILDING PERMITS		\$58,298
3230 - CRA ADMIN/OPERATIONS					

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 11/30/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3230 - CRA ADMIN/OPERATIONS	10/28/2025	110-3230-559.63-07	\$180,000	T-DOCKS DESIGN RESOLUTION# CCRA2025-947	520
	11/01/2025	110-3230-559.63-00	\$1,704	PO#77934 INFRA SOLTN SRVC RESOLUTION# 2025-089	815
		110-3230-517.71-31	\$27	PO#83115 COCOA VILL PRTNR RESOLUTION# 2025-089	815
		110-3230-559.63-00	\$86,580	PO#83823 MYRA PLANNING RESOLUTION# 2025-089	815
	11/18/2025	110-3230-559.39-00	(\$1,494,500)	DAYSLIP FIND MATCH PHASE2 RES# CCRA-2025-932	895
		110-3230-581.91-34	\$1,494,500		

3	Total Budget Amendments/Transfers	Division 3230 Total		\$268,311
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3	Total Budget Amendments/Transfers	CRA COCOA RDA		\$268,311
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3230 - CRA ADMIN/OPERATIONS

3230 - CRA ADMIN/OPERATIONS	11/01/2025	111-3230-559.83-00	\$500	PO#80786 STEVENSON LAND RESOLUTION# 2025-089	815
		111-3230-559.83-00	\$850	PO#80815 SHERWIN WILLIAMS RESOLUTION# 2025-089	815
		111-3230-559.83-00	\$500	PO#80838 STEVENSON LAND RESOLUTION# 2025-089	815
		111-3230-559.83-00	\$850	PO#80848 SHERWIN WILLIAMS RESOLUTION# 2025-089	815
		111-3230-559.83-00	\$500	PO#80894 STEVENSON LAND RESOLUTION# 2025-089	815
		111-3230-559.83-00	\$500	PO#82788 STEVENSON LAND	815

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 11/30/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment		Group Number
3230 - CRA ADMIN/OPERATIONS	11/01/2025			RESOLUTION# 2025-089		
		111-3230-559.83-00	\$4,320	PO#84099 BC CTY COMMISION RESOLUTION# 2025-089		815
1	Total Budget Amendments/Transfers		Division 3230 Total		\$8,020	
1	Total Budget Amendments/Transfers		CRA DIAMOND SQUARE 626		\$8,020	
3580 - CAPITAL PROJECTS MNGMT						
3580 - CAPITAL PROJECTS MNGMT	11/18/2025	304-3580-572.63-00	\$1,494,500	DAYSLIP FIND GRANT PHASE2 RESOLUTION# 2025-084		893
		304-3580-572.63-00	\$1,494,500	DAYSLIP FIND MATCH PHASE2 RESOLUTION# 2025-084		895
1	Total Budget Amendments/Transfers		Division 3580 Total		\$2,989,000	
1	Total Budget Amendments/Transfers		DAY SLIPS / REVTMENT		\$2,989,000	
1506 - INVENTORY						
1506 - INVENTORY	11/01/2025	421-1506-536.56-15	\$1,028	5) WAREHOUSE SCANNER	OCTOBER CLEANUP	631
		421-1506-536.46-00	(\$1,028)			
1	Total Budget Amendments/Transfers		Division 1506 Total		\$0	
1515 - UTILITY SUPPORT SERVICES						
1515 - UTILITY SUPPORT SERVICES	11/01/2025	421-1515-536.64-00	\$12,309	1) MDX CAPITAL PURCHASE	OCTOBER CLEANUP	631
		421-1515-536.52-00	(\$12,309)			

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 11/30/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
1	Total Budget Amendments/Transfers		Division 1515 Total		\$0
4010 - WATER ADMINISTRATION					
4010 - WATER ADMINISTRATION	10/14/2025	421-4010-536.49-00	\$326	SAMSARA RESOLUTION# 2025-074	231
		421-4010-536.56-15	\$38,309		
	11/01/2025	421-4010-536.31-01	\$3,537	PO#77360 DELAPARTE & GIL RESOLUTION# 2025-089	833
		421-4010-536.31-00	\$15,270	PO#78424 STANTEC CNSLTNG RESOLUTION# 2025-089	833
		421-4010-536.31-01	\$13,440	PO#78979 GARNGANESE, WEIS RESOLUTION# 2025-089	833
		421-4010-536.34-00	\$32,929	PO#82935 US GEOLOGICAL SU RESOLUTION# 2025-089	833
		421-4010-536.31-00	\$11,808	PO#82974 STANTEC CNSLTNG RESOLUTION# 2025-089	833
		421-4010-536.46-00	\$5,000	11) REPLACE LAB ICE MAKER OCTOBER CLEANUP	631
		421-4010-536.34-00	(\$5,000)		
		421-4010-536.56-15	\$8,950	4)CLEARGOV BUDGET 50% UT OCTOBER CLEANUP	631
		421-4010-536.34-00	(\$8,950)		
		2	Total Budget Amendments/Transfers		Division 4010 Total
4020 - DYAL PLANT					
4020 - DYAL PLANT	11/01/2025	421-4020-536.31-03	\$2,070	PO#79792 JACOBS ENGNRNG RESOLUTION# 2025-089	833
		421-4020-536.31-03	\$5,111	PO#82308 HDR ENGINEERING	833

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 11/30/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
4020 - DYAL PLANT	11/01/2025			RESOLUTION# 2025-089	
		421-4020-536.31-27	\$245,419	PO#83151 HDR ENGINEERING RESOLUTION# 2025-089	833
		421-4020-536.34-00	\$8,900	PO#83275 BIO-TECH CONSULT RESOLUTION# 2025-089	833
		421-4020-536.46-00	\$25,368	PO#83456 FLUID CONTROL SP RESOLUTION# 2025-089	833
		421-4020-536.56-15	\$769	PO#83540 CDW GOVERNMENT RESOLUTION# 2025-089	833
		421-4020-536.64-00	\$17,423	PO#83875 VIABLE TECH RESOLUTION# 2025-089	833
		421-4020-536.46-02	\$289,839	PO#83946 HAMILTON ROOFING RESOLUTION# 2025-089	833
		421-4020-536.63-07	\$48,736	PO#84072 DAVE'S FENCE RESOLUTION# 2025-089	833
1	Total Budget Amendments/Transfers	Division 4020 Total		\$643,635	
4025 - WATER FIELD OPERATIONS					
4025 - WATER FIELD OPERATIONS	11/01/2025	421-4025-536.46-00	\$37,504	PO#82598 GOODSON PAVING RESOLUTION# 2025-089	833
		421-4025-536.46-00	\$5,952	PO#83647 FERGUSON ENTRPRS RESOLUTION# 2025-089	833
		421-4025-536.46-00	\$47,501	PO#83791 FERGUSON ENTRPRS RESOLUTION# 2025-089	833
		421-4025-536.46-00	\$32,521	PO#83982 FERGUSON ENTRPRS RESOLUTION# 2025-089	833

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 11/30/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
4025 - WATER FIELD OPERATIONS	11/01/2025	421-4025-536.46-00	\$22,694	PO#83992 CORE & MAIN RESOLUTION# 2025-089	833
		421-4025-536.46-00	\$2,700	PO#84052 FERGUSON ENTRPRS RESOLUTION# 2025-089	833
		421-4025-536.46-00	\$6,491	PO#84056 FERGUSON ENTRPRS RESOLUTION# 2025-089	833
		421-4025-536.46-02	\$4,694	PO#84068 TECH SYSTEMS INC RESOLUTION# 2025-089	833
		421-4025-536.46-00	\$7,674	PO#84073 CORE & MAIN RESOLUTION# 2025-089	833
		421-4025-536.64-00	\$24,610	PO#84097 FLORIDA MASTER T RESOLUTION# 2025-089	833
		421-4025-536.46-00	(\$29,000)	6) INFRAMAP/WATER LICENSE OCTOBER CLEANUP	631
		421-4025-536.56-15	\$29,000		

1	Total Budget Amendments/Transfers	Division 4025 Total		\$192,341
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4055 - ENGINEERING

4055 - ENGINEERING	11/01/2025	421-4055-536.31-03	\$442,471	PO#82114 JACOBS GROUP INC RESOLUTION# 2025-089	833
		421-4055-536.63-00	\$198,568	PO#82362 CHA CONSULTING RESOLUTION# 2025-089	833
		421-4055-536.63-00	\$109,989	PO#82653 KIMLEY-HORN RESOLUTION# 2025-089	833

1	Total Budget Amendments/Transfers	Division 4055 Total		\$751,028
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4120 - SELLERS PLANT

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 11/30/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
4120 - SELLERS PLANT	11/01/2025	421-4120-536.46-00	\$2,271	PO#83451 GRAYBAR ELECTRIC RESOLUTION# 2025-089	833
		421-4120-536.34-00	\$9,750	PO#83579 AERZEN USA CORP RESOLUTION# 2025-089	833
		421-4120-536.46-00	\$18,290	PO#84046 THOMPSON PUMP & RESOLUTION# 2025-089	833
1	Total Budget Amendments/Transfers	Division 4120 Total		\$30,311	
4125 - SEWER FIELD OPERATIONS					
4125 - SEWER FIELD OPERATIONS	11/01/2025	421-4125-536.46-00	\$29,720	PO#84093 BARNEY'S PUMPS RESOLUTION# 2025-089	833
		421-4125-536.46-00	(\$5,000)	6) INFRAMAP/WATER LICENSE OCTOBER CLEANUP	631
		421-4125-536.56-15	\$5,000		
1	Total Budget Amendments/Transfers	Division 4125 Total		\$29,720	
4700 - DEBT SERVICE					
4700 - DEBT SERVICE	10/14/2025	421-4700-591.71-35	(\$36,922)	SAMSARA RESOLUTION# 2025-074	231
		421-4700-591.72-35	(\$1,713)		
1	Total Budget Amendments/Transfers	Division 4700 Total		(\$38,635)	
2	Total Budget Amendments/Transfers	WATER/SEWER FUND		\$1,724,019	
3570 - STORMWATER UTILITY					
3570 - STORMWATER UTILITY	10/14/2025	423-3570-538.63-00	(\$6,440)	FY 26 VEHICLE PURCHASES RESOLUTION# 2025-073	230

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 11/30/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number	
3570 - STORMWATER UTILITY	10/14/2025	423-3570-538.64-00	\$6,440	FY 26 VEHICLE PURCHASES RESOLUTION# 2025-073	230	
		423-3570-538.39-00	(\$1,610)	SAMSARA RESOLUTION# 2025-074	231	
		423-3570-538.72-35	(\$130)			
		423-3570-538.56-15	\$4,527			
		423-3570-538.71-35	(\$2,787)			
	11/01/2025	423-3570-538.31-00	\$601	PO#77832 BEEMATS LLC RESOLUTION# 2025-089	833	
		423-3570-538.34-00	\$300			
		423-3570-538.34-00	\$1	PO#80291 FUTURE HORIZONS RESOLUTION# 2025-089	833	
		423-3570-538.34-00	\$1	PO#82065 BEEMATS LLC RESOLUTION# 2025-089	833	
		423-3570-538.34-00	\$301	PO#82066 BEEMATS LLC RESOLUTION# 2025-089	833	
		423-3570-538.34-00	\$1	PO#83266 BEEMATS LLC RESOLUTION# 2025-089	833	
		423-3570-538.34-00	\$1	PO#83286 BEEMATS LLC RESOLUTION# 2025-089	833	
		423-3570-538.63-00	\$31,225	PO#83786 KIMLEY-HORN RESOLUTION# 2025-089	833	
		423-3570-538.46-00	\$4,600	PO#83978 EAST COAST FENCE RESOLUTION# 2025-089	833	
		423-3570-538.46-00	\$1,794	PO#83979 EAST COAST FENCE RESOLUTION# 2025-089	833	

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 11/30/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
Amendments/Transfers					
2	Total Budget Amendments/Transfers	STORMWATER UTILITY		\$38,825	
4020 - DYAL PLANT					
4020 - DYAL PLANT	11/01/2025	424-4020-536.63-00	\$105,720	PO#81086 CROM LLC RESOLUTION# 2025-089	833
		424-4020-536.63-07	\$8,796	PO#83276 JACOBS GROUP INC RESOLUTION# 2025-089	833
		424-4020-536.62-00	\$7,187	PO#83465 JACOBS GROUP INC RESOLUTION# 2025-089	833
		424-4020-536.63-07	\$615,322	PO#84075 JACOBS GROUP INC RESOLUTION# 2025-089	833
1	Total Budget Amendments/Transfers	Division 4020 Total		\$737,025	
4055 - ENGINEERING					
4055 - ENGINEERING	10/14/2025	424-4055-536.63-00	\$2,547,000	BANANA RIVER CONSTRUCTION RESOLUTION# 2025-071	228
		424-4055-536.63-00	\$254,700	BANANA RIVER CONTINGENCY RESOLUTION# 2025-071	228
	10/17/2025	424-4055-536.63-00	\$302,187	BANANA RIVER ENGINEERING RESOLUTION# 2025-072	229
	11/01/2025	424-4055-536.63-00	\$25,661	PO#78454 DRMP, INC RESOLUTION# 2025-089	833
		424-4055-536.63-00	\$106,454	PO#81190 JACOBS ENGNRNG RESOLUTION# 2025-089	833
		424-4055-536.63-00	\$10,568	PO#81348 JACOBS ENGNRNG	833

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 11/30/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
4055 - ENGINEERING	11/01/2025			RESOLUTION# 2025-089	
		424-4055-536.63-00	\$1,016,607	PO#81414 WHARTON SMITH RESOLUTION# 2025-089	833
		424-4055-536.63-00	\$43,715	PO#81898 CAROLLO ENGINEER RESOLUTION# 2025-089	833
		424-4055-536.63-00	\$35,922	PO#82104 JACOBS ENGNRNG RESOLUTION# 2025-089	833
		424-4055-536.63-00	\$2,864,132	PO#82211 ATLANTIC DEVELOP RESOLUTION# 2025-089	833
		424-4055-536.63-00	\$2,400,265	PO#82212 ATLANTIC DEVELOP RESOLUTION# 2025-089	833
		424-4055-536.63-00	\$200,079	PO#82219 DRMP, INC RESOLUTION# 2025-089	833
		424-4055-536.63-00	\$61,517	PO#82220 DRMP, INC RESOLUTION# 2025-089	833
		424-4055-536.63-00	\$6,825	PO#82247 JACOBS ENGNRNG RESOLUTION# 2025-089	833
		424-4055-536.63-00	\$22,777	PO#83234 KIMLEY-HORN RESOLUTION# 2025-089	833
		424-4055-536.63-00	\$17,635	PO#83268 COROLLO ENGINEER RESOLUTION# 2025-089	833
		424-4055-536.63-00	\$95,780	PO#83655 MCKIM & CREED RESOLUTION# 2025-089	833
		424-4055-536.63-00	\$433,077	PO#83825 JACOBS ENGINEER RESOLUTION# 2025-089	833
		424-4055-536.63-00	\$619,197	PO#83998 CAROLLO ENGINEER	833

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 11/30/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
4055 - ENGINEERING	11/01/2025			RESOLUTION# 2025-089	
3	Total Budget Amendments/Transfers		Division 4055 Total		\$11,064,098
4120 - SELLERS PLANT					
4120 - SELLERS PLANT	11/01/2025	424-4120-536.64-15	\$303,870	PO#83582 CAROLLO ENGINEER RESOLUTION# 2025-089	833
		424-4120-536.64-00	\$281,963	PO#83999 CAROLLO ENGINEER RESOLUTION# 2025-089	833
1	Total Budget Amendments/Transfers		Division 4120 Total		\$585,833
4125 - SEWER FIELD OPERATIONS					
4125 - SEWER FIELD OPERATIONS	11/01/2025	424-4125-536.63-00	\$262,540	PO#83951 DANUS UTILITIES RESOLUTION# 2025-089	833
1	Total Budget Amendments/Transfers		Division 4125 Total		\$262,540
3	Total Budget Amendments/Transfers		RENEWAL & REPLACE FUND		\$12,649,496
4020 - DYAL PLANT					
4020 - DYAL PLANT	11/01/2025	427-4020-536.31-37	\$38,332	PO#82308 HDR ENGINEERING RESOLUTION# 2025-089	833
		427-4020-536.31-36	\$3,408		
		427-4020-536.31-35	\$12,778		
		427-4020-536.31-34	\$25,555		
		427-4020-536.31-36	\$163,614	PO#83151 HDR ENGINEERING RESOLUTION# 2025-089	833
		427-4020-536.31-34	\$1,227,095		

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 11/30/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
4020 - DYAL PLANT	11/01/2025	427-4020-536.31-35	\$613,547	PO#83151 HDR ENGINEERING RESOLUTION# 2025-089	833
		427-4020-536.31-37	\$1,840,641		

1	Total Budget Amendments/Transfers	Division 4020 Total	\$3,924,970
1	Total Budget Amendments/Transfers	TCR/SJR PROJECT	\$3,924,970

1801 - HUMAN RESOURCES

1801 - HUMAN RESOURCES	11/01/2025	520-1801-513.31-00	\$19,358	PO#83116 UNITED SELF INS RESOLUTION# 2025-089	833
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1	Total Budget Amendments/Transfers	Division 1801 Total	\$19,358
1	Total Budget Amendments/Transfers	WORKERS COMPENSATION FUND	\$19,358

16 Transfers & Amendments Between Oct 2, 2025 and Nov 30, 2025

FY 2026 Total Transfer & Amendments	\$24,916,065
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NOTE: Group #s represent a complete transaction that will net to zero. Add all expenses for each group number, then subtract the revenues related to the same group number and your total will equal zero

Report: Expense Budget Tracking Worksheet
Run by: Zoie R. Badalov

Date: 12/11/2025

CITY COUNCIL AGENDA ITEM

Memo Date: December 17, 2025
Agenda Date: January 13, 2026
File ID: 2025-1214
Prepared By: Brian Dale, Purchasing Manager
Through: Rebecca Bowman, Finance Director
Requested Action: Report to Council of the Local Preference Award Listing for FY25.

BACKGROUND:

The City of Cocoa allows for the use of Local Preference when awarding certain types of bids in accordance with Section 2-4 of the City Code relating to purchasing and contract procedures. Local preference is to be used when the lowest bidder is not located within Brevard County and when the second bidder is both located in Brevard county and submits a bid price that is within 5% of the lowest bid. In this situation the local vendor would be given the opportunity to match the lowest bid price in order to be awarded the work.

During FY25, the Purchasing Division published a total of 6 competitive solicitations of which 12 awards were made. Bids were evaluated based upon completeness of bid package, responsiveness of bidder, lowest most responsible pricing, deliverable and past performance. Of the 12 awards, there were 2 agreements with local vendors, however local preference credit was not a factor used in any award determinations.

Based on the bid evaluations and application of the 5% local vendor preference policy, no bids met the criteria for local preference consideration. Specifically:

- No local vendors submitted bids within 5% of the lowest bid, which would have allowed them the opportunity to match the lowest bid.
- Additionally, there were no instances where the second-lowest bidder was within 5% of the lowest bid, which would have triggered the use of local preference.

As a result, local vendor preference was not applied in this procurement cycle.

The attached summary of local vendor awards is provided for reference.

Local vendor preference will continue to be utilized per the Finance Operations Manual Sec. 2-4 for competitively sealed bid solicitations by use of Vendor Link, Public Ad - Florida Today and the City's website.

PRIORITY AREA CONNECTION:

Organizational Effectiveness

BUDGETARY IMPACT:

Budgeted? N/A

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

PREVIOUS ACTION:

RECOMMENDED MOTION:



Fiscal Year 2025 Local Preference Analysis on Solicitations

December 17, 2025

Item	Contract #	Vendor	Contract Title	Procurement Method	Contract Type	Division	Solicitation Qualifies for Local Preference?	Awardee is Local Vendor?	Local Preference Used?	2nd Bidder within 5%	2nd Bidder Local
1	B-22-10-COC-R	JJ'S Design and Construction, Inc.	Rehabilitation of 1113 Abington St, Cocoa, FL 32922 (SHIP & CDBG) - Phase II	Request for Quotation	Construction	Community Services	No	No	No	N/A	No
2	B-25-01-BCPEPC-A	Carmeuse Lime and Stone	Water Treatment Chemicals (BCPEPC Cooperative Bid) - Quicklime	Invitation for Bid	Chemical Supply	Utilities	No	No	No	N/A	No
3	B-25-01-BCPEPC-B	WE Soda Wyoming LP F/K/A Genesis Alkali Wyoming, LP	Water Treatment Chemicals (BCPEPC Cooperative Bid) - Soda Ash	Invitation for Bid	Chemical Supply	Utilities	No	No	No	N/A	No
4	B-25-01-BCPEPC-C	Tanner Industries, Inc.	Water Treatment Chemicals (BCPEPC Cooperative Bid) - Anhydrous Ammonia	Invitation for Bid	Chemical Supply	Utilities	No	No	No	N/A	No
5	B-25-01-BCPEPC-E	Matheson Tri-Gas, Inc.	Water Treatment Chemicals (BCPEPC Cooperative Bid) - Carbon Dioxide	Invitation for Bid	Chemical Supply	Utilities	No	No	No	N/A	No
6	B-25-01-BCPEPC-F	Thatcher Chemical of Florida, Inc.	Water Treatment Chemicals (BCPEPC Cooperative Bid) - Ferric Sulfate	Invitation for Bid	Chemical Supply	Utilities	No	No	No	N/A	No
7	B-25-01-BCPEPC-G	Linde, Inc.	Water Treatment Chemicals (BCPEPC Cooperative Bid) - Liquid Oxygen	Invitation for Bid	Chemical Supply	Utilities	No	No	No	N/A	No
8	B-25-07-COC	L7 Construction Inc.	Banana River Booster Station Improvements	Invitation for Bid	Construction	Utilities/Engineering	Yes	No	No	No	No
9	B-25-09-COC	2W Construction Corp DBA 2W Solutions	City of Cocoa SHIP Housing Rehabilitation at 1917 Furman Court	Invitation for Bid	Construction	Community Services	Yes	No	No	No	No
10	FQ-2025-02-COC	Rush Facilities, LLC	Sellers HVAC Quote Request	Request for Quotation	Supply and Service	Utilities/Sellers	Yes	Yes	No	No	No

Item	Contract #	Vendor	Contract Title	Procurement Method	Contract Type	Division	Solicitation Qualifies for Local Preference?	Awardee is Local Vendor?	Local Preference Used?	2nd Bidder within 5%	2nd Bidder Local
11	P-25-02-COC	Lennar Homes LLC	Purchase/Disposal of Surplus Real Estate for the Development of Affordable Housing in the Michael C Blake Subdivision	Request for Proposal	Professional Service	Community Services	Yes	No	No	No	No
12	Q-25-03-COC	Kimley-Horn and Associates, Inc.	Engineering Services for the Pineda Causeway Phase 2 Water Main Installation	Request for Qualifications	Design	Utilities/Engineering	No	Yes	No	N/A	Yes

CITY COUNCIL AGENDA ITEM

Memo Date: January 8, 2026
Agenda Date: January 13, 2026
File ID: 2026-25
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.

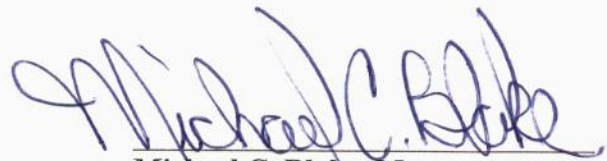
- c. The process of voting by ballot herein adopted supersedes the procedure for appointments of boards and committees established in Resolution 2013-99 of the City Council Rules of Procedure, Article XII, Section A.

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.

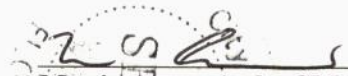
Section 4. **Severability.** If any section, subsection, sentence, clause, phrase, word, or portion of this Resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding 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: January 8, 2026
Agenda Date: January 13, 2026
File ID: 2026-26
Prepared By: Breanna Earley, Assistant City Clerk
Through: Stockton Whitten, City Manager
Requested Action: Bi-Weekly Report for December 5, 2025 - January 8, 2026.

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: December 5, 2025 – January 8, 2026

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: 38
- Open: 19
- Closed: 19

Human Resources

- Employment opportunities link:
<https://www.governmentjobs.com/careers/cocoaf1>
- New employees:
 - Anthony Johnson, Industrial Electrician I, Utilities/ Dyal, effective 12/8/25
 - Robert Hawley, Heavy Equipment Operator, Utilities/ WFO, effective 12/8/25
 - Kara Terrell, Utility Billing Clerk, Finance/ Customer Service, effective 12/8/25
 - William Burrows, Code Enforcement Officer, Community Services/ Code, effective 12/8/25
 - Albert Rodgers, Maintenance Worker I, Utilities/ WFO, effective 12/22/25

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

- Kyle Kihm, Maintenance Worker I, Utilities/ WFO, effective 12/22/25
 - David David, Maintenance Worker II, Public Works/ Streets, effective 12/22/25
 - Shih Yu Shen, Instrumentation Technician, Utilities/ Dyal, effective 12/22/25
 - Mackenzie Robaina, Firefighter/ EMT, Fire, effective 1/5/26
 - Steven Toomata, Utility Mechanic I, Utilities/ WFO, effective 1/5/26
 - Mary Beth Knudsen, Utility Billing Clerk, Finance/ Customer Service, effective 1/5/26
 - Jorge Tinti, Industrial Electrician II, Utilities/ Dyal, effective 1/5/26
 - Nha Noll, Fleet Technician II, Public Works/ Fleet, effective 1/5/26
- Recent promotions:
 - Robert Bevard, promoted to Field Service Inventory Technician, Finance/Utility Support Services, effective 12/8/25
 - Ronald Cavallo, promoted to Field Inspector II, UT/Engineering effective 12/12/25
 - Tara Whittington, promoted to Code Enforcement Officer, Community Services/Code, effective 12/8/25
 - Rafe Shaker, promoted to Police Officer, Police/Administration, effective 12/19/25
 - James Walker, Field Inventory Technician, Finance/Utility Support Service, effective 1/5/26
 - Jeremy Bartrom, Utility Field Service Representative, Finance/Utility Support Services, effective 1/5/26
 - Upcoming retirements:
 - Tom Dotson, Maintenance Worker I – Utilities/Sellers effective 1/16/26
 - Jerry Benzenhafer, Certified Operator A “Lead” - Utilities/Sellers effective 1/31/26
 - 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](#)

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- 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: Dec 5 – Jan 8
 - [Facebook](#) (December 5, 2025 – January 6, 2026)
 - Content interactions (previously called engagement): 4,373
 - Views (previously called impressions): 222.6K
 - Followers: 18,141
 - [X \(previously Twitter\)](#)
 - Followers: 3,827
 - [LinkedIn](#) (December 5, 2025 – January 4, 2026)
 - Impressions: 1,252
 - Followers: 1,623
 - [NextDoor](#) (December 5, 2025 – January 6, 2026)
 - Impressions: 2,482
 - Members: 6,418
 - [E-Newsletters](#)
 - December sent on 12/5/25 to 2,321 people with a 50.7% open rate
 - January sent on 1/2/26 to 2,324 people with a 46.8% open rate
 - Average open rate for email marketing in 2024 was 20%
 - Next printed FYI Newsletter mails April 1, 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](#)

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- [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

- New businesses:

Commercial Business Name / DBA	Physical Address	# FT Employees	# Pt Employees	Council District	Description
Lolli and Pops Doll Shop LLC	216 Brevard Ave, 32922	0	0	1	18" dolls and doll clothes
Flavor District Enterprise LLC	1000 Holmes St, 32922	1	0	1	Catering company
Neighbor's Choice Roofing LLC	222 King St, 32922	2	0	1	Roofing contractor
Home Business BTR	Physical Address	# FT Employees	# PT Employees	Council District	Description
Starfinn Magic	2110 Michigan Ave, 32926	1	0	3	Face painting
Rental Property BTR	Physical Address	# FT Employees	# PT Employees	Council District	Description
Loutan Rentals LLC	1357 S Stetson Dr, 32922	0	0	4	Residential rental property

- December 1-31, 2025 Building Inspections: 431
- December 1-31, 2025 Building Permits Issued: 118

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Finance

The Finance Department initiated a friendly & festive creation of a miniature Cocoa Village for the holidays that was displayed in the City Hall lobby for December. Each department had their own neighborhood. Citizens were encouraged to vote for their favorite house (1st, 2nd & 3rd place) and neighborhood. The winners were: house: #1 – Lora Howell – Finance; 2nd – Alyssa Session (formerly Finance, now in Community Services) & 3rd – Monique Drew – Finance. The winning neighborhood was the Finance Department's, with 113 votes. This was a fun activity that created connectivity between departments and was enjoyed by all.

Meter readers read 94,524 meters in October & 94,585 in November. Billing billed \$13.5M in October and November.

The Finance Department was awarded the Certificate of Achievement for Excellence in Financial Reporting for the FY24 ACFR (financial statements) from the GFOA.

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

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- New project/training updates:
 - Lt. Stillwell and Lt. Baaden attended advanced Leadership training (SPI – CODC) in Orlando FL, 9/15-26
- Chief's walk highlights:
 - District 1 (Downtown Village 9/25 and 10/2
- Community engagement highlights/events:
 - CEU staff attended Clear Pond Fall Festival on 9/19
 - Tip a Cop event at Texas Roadhouse 10/08
 - CEU attended New Beginnings Child Care 9/16
 - CEU attended Walmart 40th Anniversary Calibration on 9/15
- Call stats-Crime Stats: August 22, 2025 – September 18, 2025
 - Property Crimes Offenses have decreased by 17%
 - 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->

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Improvement<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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